

Constructioner Support Services Subscription Agreement

This Subscription Agreement provides the terms subject to which Artware Multimedia GmbH ("Artware") provides Constructioner Support Services ("Support") to You.

PLEASE READ THIS AGREEMENT BEFORE ORDERING CONSTRUCTIONER SUPPORT SERVICES. IF YOU ARE ACCEPTING THE TERMS OF THIS AGREEMENT ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MUST NOT SUBSCRIBE TO CONSTRUCTIONER SUPPORT SERVICES.

GENERAL TERMS AND CONDITIONS

1. EFFECTIVE DATE

The Effective Date of this Agreement is the date on which You order Support from Artware.

2. TERM AND TERMINATION

TERM: The initial term of this Agreement shall be one (1) year commencing from Effective Date. Beyond the initial term, this Agreement may be renewed for successive one (1) year periods, unless the parties agree to a different term at the time of renewal or unless either party terminates this Agreement as set forth below.

TERMINATION FOR NO CAUSE: Either party may terminate this Agreement beyond the initial term upon thirty (30) days written notice.

TERMINATION FOR BREACH: Artware may terminate this Agreement (i) if You commit a material breach of this Agreement and fail to remedy that breach within thirty (30) days of receipt of a written notice of such material breach, or (ii) if You fail to pay an invoice when due. You may terminate this Agreement if Artware commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days of receipt of written notice of material breach.

3. PRICING AND PAYMENT

PRICING: All prices quoted by Artware are exclusive of any foreign, federal, state or local sales, excise, use or similar taxes. You agree to pay all such taxes, when applicable, excluding any taxes on Artware's net taxable income. Any renewal of this Agreement will be at Artware's list prices in effect for Support at the time of such renewal. Artware reserves the right to revise the list price for Support from time to time.

PAYMENT: All payments due under this Agreement are non-refundable. In the event You fail to make payment to Artware, the remedies available to Artware shall include (i) suspending support services until full payment for all fees including late fees and interest is received by Artware, or (ii) terminative this Agreement without notice.

4. WARRANTY:

To the maximum extent permitted by applicable law, except as specifically stated in this Agreement, the support services are provided "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Artware DOES NOT WARRANT THAT THE SUPPORT SERVICES WILL BE ERROR FREE.

5. LIMITATION OF LIABILITY:

To the maximum extent permitted by applicable law, IN NO EVENT WILL ARTWARE BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT OR IN CONTRACT, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER DAMAGES EVEN IF ARTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ARTWARE'S ENTIRE LIABILITY HEREUNDER EXCEED THE AMOUNT THAT YOU WILL HAVE PAID TO ARTWARE UNDER THIS AGREEMENT DURING THE TERM OF THIS AGREEMENT.

6. CONFIDENTIALITY:

Both parties agree to maintain the confidentiality of any proprietary information, received by them from the other party for a period of three (3) years following termination of this Agreement.

7. GENERAL

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, understandings or agreements between the parties.

NON-TRANSFERABLE: This Agreement may not be transferred, assigned, or distributed without the prior written consent of Artware. Any attempted transfer, assignment or distribution without Artware's prior written consent shall terminate this Agreement and Artware shall have no further obligation hereunder.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the Austrian laws, exclusive of its conflict of law provisions.

JURISDICTION: Any dispute that may arise between the parties shall be subject to the jurisdiction of competent courts in Vienna, Austria.

VALIDITY: If any part of this Agreement is found invalid or unenforceable, the remainder shall be interpreted so as to reasonable effect the intention of the parties.

EXPORT: Each party agrees to comply with all applicable export control laws and regulations.

SUPPORT SERVICES

Acknowledgment (email response): 3 Business Days

Business Hours: Support services shall be available Monday through Friday excluding any specified list of public holidays in Austria.

Acknowledgment: means an email response to the problem reported by You (PHP developer).

Email Support: for product installation, usage assistance, problem diagnosis and resolution, clarifications in documentation, and technical guidance.

Exclusions: Support specifically excludes enhancements, feature additions and customization of Constructioner software.

Note: The Subscription Agreement is applicable to Constructioner PHP Developers and not to End Users who deploy Constructioner software.