

BCCL License Terms

1 Hougaard.com BCCL

1.1 This document is an end user license agreement between Hougaard.com and you.

In accordance with the terms stated in this agreement, Hougaard.com shall provide you with a limited right to use the product from Hougaard.com.

2 COPYRIGHT

2.1 The BCCL product is protected by the Copyright Act and international copyright agreements and other applicable law regarding right of ownership and copyright.

2.2 Hougaard.com shall have full copyright of the BCCL product and all copies hereof. You shall only own the media on which the BCCL product is provided.

2.3 You are not entitled to change or remove any marks and notices concerning rights, trademarks etc. placed on or implemented in the BCCL product (including any and all copies hereof).

3 GRANT OF LICENSE

3.1 BCCL is offered under two different license terms:

3.2 **Personal/Non-commercial Use License.** With this license, BCCL can be used by individuals for evaluation and training purposes.

3.3 **Commercial Use License.** With this license BCCL can be used by the number of users the license is granted for.

3.4 You are hereby granted a limited, non-exclusive and non-transferable right to use the BCCL product for your own personal use. If you are a legal entity, the BCCL product may be used by your employees and other authorised persons and external consultant working for you; and you are responsible for their compliance of the terms stated herein.

3.5 Your license and your right to use the BCCL product is limited to the existing product, the number of concurrent users, the versions, the number of concurrent servers, platform (operating system) versions and the part of the BCCL product you have purchased the license for.

5 COPYING RESTRICTIONS (BACKUP)

5.1 You are only entitled to copy the BCCL product in connection with backup and installation.

5.2 The backup copy and the installation copy cannot be used at the same time as the original copy of the BCCL product.

5.3 If your rights to the original copy should expire, you are obliged to destroy the backup copy and installation copy immediately.

6 OTHER RESTRICTIONS AND LIMITATIONS

6.1 You are not entitled to decode the BCCL product or in any other way try to access the source code or the setup and composition of the BCCL product, except to the extent which is specifically allowed according to the Canadian laws relevant to software products.

6.2 You are not entitled to sell, transfer, distribute, license, let out, lease, lend or in any other way transfer the BCCL product or any of the rights provided herein to any third party without the prior written approval from Hougaard.com.

6.3 You are not entitled to grant any third party access to or let them use the BCCL product.

7 LIMITED WARRANTY

7.1 Hougaard.com warrants (a) that the BCCL product will generally work in accordance with the enclosed user documentation for a period of 90 days from the date of the receipt; and (b) that all BCCL products will be free of defects in manufacture and materials during normal use of the BCCL for a period of one (1) year from the date of the receipt.

7.2 The overall product liability of Hougaard.com and your exclusive right to compensation shall at Hougaard.com option be either (a) to return the amount paid for the BCCL product or (b) to repair or replace the BCCL products, which do not comply with the limited warranty and which are returned to Hougaard.com with a copy of your receipt. The limited warranty shall become void if the defects in the SOFTWARE product are caused by breakdown, abuse or incorrect use. In case of compensation of the BCCL product, the warranty shall continue for the original warranty period or for 30 days, whichever is longer.

8 LIMITED LIABILITY

8.1 You shall be solely responsible for the choice, installation and use of the BCCL product and the results of the use of the BCCL product.

8.2 Hougaard.com disclaims all other warranties, whether express or implied, in relation to the BCCL product.

8.3 Hougaard.com and our suppliers shall not be held liable for any damages (including, without limitation, damages for loss of business profits, business interruptions, loss of business data and information or other financial losses) arising out of the use or inability to use the BCCL product even if Hougaard.com has been notified of the possibility of such damages. Hougaard.com entire liability under this license agreement shall at all events be limited to the actual amount you have paid for the BCCL product.

9 UPGRADE AGREEMENT

9.1 The upgrade agreement may be revoked by Hougaard.com at any time at 2 months notice by the end of the calendar year.

9.2 This upgrade agreement shall expire automatically if the license agreement expires.

9.3 Hougaard.com shall automatically provide all upgrades for BCCL, which you are licensed for and which is released at a time when you have a valid upgrade agreement. These upgrades are provided by Hougaard.com.

9.4 The upgraded BCCL will contain modifications and improvements, which are performed by Hougaard.com and which may include modifications that: Affect amendments to the legislation or keep the BCCL up to date with the general technological development and the end users common BCCL requirements or in other ways are deemed necessary by Hougaard.com.

9.5 Hougaard.com will attempt to meet and consider the general requirements of the end users and customers. But Hougaard.com solely decides: The content of the upgrades, where and when these upgrades are released.

9.6 The upgraded BCCL will be supplied in the same way as Hougaard.com usually supplies products to the end users. It shall therefore be the sole responsibility of all end users and thereby you, to: Estimate and decide whether you wish to deploy and implement the upgraded versions. Install and implement the upgraded versions. Operate the upgraded versions.

9.7 The upgraded BCCL versions are covered and regulated by the license agreement.

9.8 The upgraded versions, which you are entitled to receive, will be the modules, versions and parts of the BCCL you are licensed for. If you extend your BCCL license to cover additional functionality, this upgrade agreement shall automatically cover this new functionality.

9.9 The upgrade agreement cannot be handed over without the prior written acceptance from Hougaard.com.

9.10 The upgrade charge, which appears from Hougaard.com current price list, shall be payable once a year. First time when the BCCL is purchased.

10 TERMINATION

10.1 In the event of your breach of this license agreement, Hougaard.com is entitled to terminate this license agreement with immediate effect.

10.2 You are entitled to terminate this license agreement at any time by notifying Hougaard.com about your decision in writing.

10.3 Upon termination, you shall immediately and without compensation return the BCCL product, including all backup copies hereof, to Hougaard.com.

11 SETTLEMENT OF DISPUTES

11.1 This license agreement shall be governed by Canadian law.

11.2 All disputes, which may arise out of this license agreement, shall be finally resolved by means of arbitration in accordance with the International Arbitration Rules of the Canadian Commercial Arbitration Centre. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Vancouver. The language to be used in the arbitral proceedings shall be English

12 ESTABLISHMENT OF AGREEMENT

12.1 By ordering the BCCL product, you have agreed to these license terms with the same date as agreement date.