



Saccades Standard Terms and Conditions

These Saccades Standard Terms & Conditions (hereinafter referred to as 'SSTC') do apply to an individual user License Agreement. Each Licensee must agree and sign an individual License Agreement to obtain the Saccades Software and a Saccades License Key.

1. Definitions

Saccades Software: the software product(s) in whole or in part, as described in the individual License Agreement, including any accompanying documentation, as supplied by Cesium Software to Licensee subject to the terms and conditions of the SSTC and the License Agreement;

Documentation: the description of the functionality and use of the Saccades Software provided by Cesium Software, as specified in the License Agreement ;

Licensed CPU: a computer system, consisting of a Central Processing Unit and directly connected peripherals as specified in the License Agreement;

License Key: a software key that enables Saccades Software to run on a Licensed CPU for a certain period of time;

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Cesium Software grants to Licensee a non-transferable and non-exclusive right to use the Saccades Software under the conditions and restrictions as set out herein and in the License Agreement.

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9. Fee

Prior to execution of the License Agreement Licensee shall pay Cesium Software the Fees Payable stated in the License Agreement. The Fees shall be due within 30 days of the date of the invoice by Licensee.

10. Warranty

Cesium Software warrants to Licensee, for a period of 90 days, that the Saccades Software will perform substantially in accordance with the accompanying Documentation. This warranty period starts on the day of shipment by Cesium Software of the Saccades Software, the day the



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11. Maintenance (**OPTIONAL**)

For the duration of the maintenance period as defined in the individual License Agreement, Licensee is, against payment of the applicable maintenance fee stated in the individual License Agreement, entitled to the following:

- Saccades Help Desk Support
 - Telephone support during Dutch office hours
 - Initial response to queries submitted via E-mail and fax within one working day
 - Access to a WWW-based software defect database (on request)
- Saccades maintenance upgrades
 - To receive upgrades to the current functional baseline (e.g. bug fixes)

Cesium Software shall not be obliged to provide maintenance on versions of the Saccades Software Licensee uses that were released more than two years before.

12. Liability

Cesium Software shall have no liability or responsibility to Licensee with respect to any lost revenue, profit or data, or for special, indirect, consequential, incidental or punitive damages whatsoever arising out of, or in connection with the use, maintenance or inability to use the Saccades Software. Licensee shall hold Cesium Software harmless against claims from third parties against who Cesium Software cannot invoke these terms and conditions, insofar as those claims would not be admissible if those parties were to be bound by the restrictions of the SSTC and the License Agreement.

Should Cesium Software have liability on the ground of non-performance or inadequate performance of the terms and conditions herein or of the License Agreement or any other grounds, it shall at no time be bound to pay compensation greater than the fee paid by Licensee pursuant to article 9.

13. Seizure

Licensee shall inform Cesium Software forthwith of any (impending) action for distress, execution or seizure by one of Licensee's creditors and shall take all necessary steps to cause Cesium Software's right of title to be acknowledged. All costs, charges and expenses incurred in this shall be for Licensee's account.

14. Term - Termination

The SSTC and the License Agreement are effective as of the date that the License Agreement is signed by Licensee. Unless otherwise provided for in the License Agreement, the License Agreement is entered into for an unlimited period of time.

Cesium Software may terminate the License Agreement effective immediately without being required to serve notice of default upon Licensee:

- if Licensee shall fail to observe and perform the terms and conditions of the SSTC and/or the License Agreement to such an extent that Cesium Software cannot in reason be required to continue the License Agreement, such as but not limited to the situation where payment is not executed within the period mentioned in article 9;
- if Licensee shall stop using the Licensed CPU(s) listed in the Appendix(ices);
- and/or if a moratorium shall be applied for, or a petition in bankruptcy shall be filed against Licensee.

15. Consequences of termination

Should the License Agreement be terminated for any reason whatsoever, Licensee shall within 5 working days:

- stop using the Saccades Software, shall erase or destroy this software and any copies thereof, as well as the parts thereof that are merged into Licensee's programs, and shall send Cesium Software confirmation thereof;
- return the documentation relating to the Saccades Software to Cesium Software or destroy such documentation;
- return to Cesium Software any distribution media,

subject to a fine for delay in performance of these stipulations of 10 times the list price(s) of the Saccades Software, mentioned in the License Agreement, and without prejudice to Cesium Software's right to compensation or any other remedy or sanction.



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16. Audit

Cesium Software is entitled to perform audits at the premises of Licensee in order to ascertain that the obligations arising out of the SSTC and the License Agreement are complied with. Licensee shall provide Cesium Software any support or information, deemed necessary in this regard.

17. Law and differences

The SSTC and the License Agreement and the performance thereof shall be governed by the law of The Netherlands.

Parties shall submit any unforeseen disputes that may arise with regard to the SSTC or the License Agreement or further agreements that may result therefrom, exclusively in the first instance to the competent judicial authority in The Hague, The Netherlands.

18. Severability

If any part, term or provision of the SSTC or the License Agreement shall be held illegal, unenforceable or in conflict with any law of a government having jurisdiction over the SSTC and/or the License Agreement, the validity of the remaining portions shall not be affected thereby.

19. Whole Agreement

Exceptions or additional provisions to this SSTC will be listed in the License Agreement and will only apply to the Saccades Software product described in that License Agreement.

The License Agreement (including the SSTC) signed by Licensee contains all the rights and obligations that each party can assert against the other in this matter. No modification, alternation or exclusion of any stipulation of the SSTC and/or the License Agreement shall be binding unless agreed in writing by both parties.

20. Authority

Licensee warrants that all persons who work with, or will otherwise have access to the Saccades Software will be notified of, and will be bound to the SSTC and the terms and conditions of the License Agreement.

Each of the signatories of the License Agreement warrants that he or she has the legal authority to bind to the SSTC and the License Agreement the party that he or she represents.