



UPDATE AND SUPPORT CONTRACT Contemplas TEMPLO Software

Company Name:

Company Address:

Dongle Number

The Update and support contract is based on the standard user license agreement which can be found towards the end of this document.

1. Object of Contract

CONTEMPLAS GmbH guarantees (based on the clauses and conditions of this agreement) the ability for you to download updates from the CONTEMPLAS GmbH website or the shipping of updates to you on either a CD or DVD. CONTEMPLAS GmbH guarantees (based on the clauses and conditions of this agreement) support by email, phone and internet remote access.

2. The Update Contract

Update contract costs are based on the number of cameras being used. The fees are independent from the number and the type of existing modules you have purchased previously such as the running and gait module or the 2D/3D posture module etc They do not increase after the belated purchase of any module.

STEP 1

Please print this form out, select the appropriate camera set up below and then sign the form before sending it back to:

**Mar Systems
Unit E6, Ascot Business Park
Lyndhurst Rd
Ascot
Berkshire**

SL5 9FE

Alternatively you it can be faxed back to: **01344 204 633**

PRICES 2012-13

TEMPLO Software	Price	VAT	Price (inc. VAT)	Quantity	Subtotal	Total Price
TEMPLO 1 Camera	£199	£39.80	£238.80			
TEMPLO 2 Cameras	£249	£49.80	£298.80			
TEMPLO 3 Cameras	£349	£69.80	£418.80			
TEMPLO 4 Cameras	£449	£89.80	£538.90			
Back-up CD	£11	£2.20	£13.20			
Total update cost						

STEP 2

We will then send you an invoice and after you have made payment the software updates will be made available for you to download at the customer centre on <http://www.contemplas.com/login.aspx>

You will need to have registered your software

If you don't have login details for the Contemplas website, then open your CONTEMPLAS motion analysis software, select the menu item "Settings - System - Internet - Customer center and updates" and register your software. Alternatively, if you have version 3.2 or less then select menu item "Help - CONTEMPLAS in the web" instead. If you have an older version, please contact info@contemplas.com.

Please note: You will be informed automatically about available updates by email. You will be protected against any unforeseen modifications of your operating system.

All prices are net prices. The costs for the support contract have to be paid in advance for 12 months.

It is subject to CONTEMPLAS GmbH to modify the prices, any changes will be announced officially.

If the number of cameras rises during the update contract period, the fee will be adapted in the subsequent cycle. There is no retrospective billing.

3. Scope of Supply and Services

Update Services

Updates are free of charge in the year of purchase until the next 31st October. The right for further updates starts with purchase of an update or update contract and ends on the following 31st October.

The contract period is 12 months on 1st November each year.

The contract period is prolonged automatically for another 12 months respectively until next 31st October, if not terminated in time. New software versions will be announced and presented at MEDICA each year and will be available shortly after MEDICA.

There is no claim for any number of updates within the contract period.

Support Services

Support is provided from Monday – Thursday: 9.00 am – 4.00 pm
Friday: 9.00am – 3.00pm

- Support is provided by Mar-Systems and Contemplas
- Telephone 01344 623883 or 00 49 831 254369 20
- Email at jonathan@mar-systems.co.uk
- Access to customer centre <http://www.contemplas.com>
- Remote access over the internet

We will not accept a claim for support/solutions where the problems are caused through no fault of Mar-Systems Ltd or CONTEMPLAS GmbH.. Nor will we accept a claim for improper usage of the software or hardware when used in conjunction with TEMPLO.

Without an update and support contract Mar-Systems Ltd offers the following options for support:

- Access to your PC via the internet
- Telephone/online support charged at £0.86 per minute

4. Termination

The update contract can be terminated one month before the end of the contract (October, 31st) by fax, email or letter to the postal address. If the contract has not been terminated in time, it will be prolonged automatically for another 12 months

Standard User License Agreement

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. BY OPENING THE PACKAGE, BREAKING THE SEAL, OR OTHERWISE INDICATING ASSENT ELECTRONICALLY OR LOADING THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE MAKE NO FURTHER USE OF THIS SOFTWARE AND RETURN THE PRODUCT TO THE DEALER FROM WHOM IT WAS ACQUIRED.

1. License rights

- 1.1 CONTEMPLAS GmbH is granting you, the end-user, a non-exclusive license and a non-transferable right to use the software, in accordance with the following rights and obligations. Collectively, the "SOFTWARE" includes the CONTEMPLAS GmbH program products and any extraneous software and pertinent documentation, their additions including software releases, revisions, or enhancements to the SOFTWARE that CONTEMPLAS GmbH or Mar-Systems may furnish to you.
- 1.2 You are granted the right to use the SOFTWARE on only one single place computer, designated in the sales contract. You may not interlace the SOFTWARE or use it in any other way at any time on more than one computer or terminal. You may make one copy of the SOFTWARE for safeguard purposes, or make a copy of the SOFTWARE onto a non-removable hard disk of your computer and retain the original for safeguard purposes. You may not copy any printed documentation that accompanies the SOFTWARE. You may use the SOFTWARE on a network only when you have a licensed copy of the SOFTWARE for each computer that can access the SOFTWARE.
- 1.3 You may not sublicense, rent or lease the SOFTWARE, nor disassemble, modify translate, reverse engineer, or make any attempt to uncover the source code.
- 1.4 This license does not contain the right to updates, upgrades or other improvements to the SOFTWARE. You may have the possibility, on the basis of a separate software maintenance

contract, to update and/or improve the respective software license by a single contract.

2. Copyright and Trademarks

The SOFTWARE is property of CONTEMPLAS GmbH and it is protected against copying by copyright laws, international contracts and other national legislation. Any technical documentation that accompanies the SOFTWARE furnished by CONTEMPLAS GmbH and Mar-Systems Ltd is the copyrighted work and property of CONTEMPLAS GmbH or its supplier. The documentation is being delivered to you AS-IS and CONTEMPLAS GmbH or its Mar-Systems makes no warranty as to its accuracy or use. Documentation may contain technical or other inaccuracies or errors.

Mar-Systems Ltd reserves the right to make changes to documentation without prior notice.

CONTEMPLAS GmbH logo is a trademark of CONTEMPLAS GmbH. Other product names mentioned, including any trademarks used by Mar-Systems may be trademarks of their respective companies and are hereby acknowledged.

3. Limited Warranty

CONTEMPLAS GmbH has passed the exclusive liability for any end customer claims to Mar-Systems Ltd (DISTRIBUTOR) for purchases of SOFTWARE furnished by DISTRIBUTOR. For warranty questions, please contact the DISTRIBUTOR.

SOFTWARE is warranted as follows:

SOFTWARE is free from defects in design, materials and workmanship for a period of twelve months from the date of delivery of the SOFTWARE to you. Your sole remedy in the event of a breach of this warranty will be that Mar-Systems Ltd will, at its discretion, replace any defective media returned to Mar-Systems Ltd within the warranty period or refund the money you paid for the SOFTWARE. Mar-Systems Ltd does not warrant that the SOFTWARE will meet your requirements or that the use of the SOFTWARE will be uninterrupted. Mar-Systems Ltd does not warrant that the SOFTWARE will be error-free.

The above warranties do not apply to defects resulting from improper or inadequate maintenance, unauthorized modification, improper use or operation outside of the specifications for the SOFTWARE, abuse, negligence, accident, loss or damage in transit, improper site preparation, or unauthorized maintenance or repair.

Except for the limited warranty set forth above, neither CONTEMPLAS GmbH nor Mar-Systems Ltd make any other warranty of any kind or nature, expressed or implied, of merchantability, fitness for a particular purpose and non-infringement of intellectual property rights.

To the maximum extent permitted by applicable law, under no circumstances will CONTEMPLAS GmbH or its distributors be liable to you for any special, consequential, indirect or CONTEMPLAS GmbH damages, including any lost profits or lost data arising out of the use of the software even if CONTEMPLAS GmbH has been advised of the possibility of such damages. This exclusion does not apply to damage, which was caused by rough negligence or by deliberate act on the part of CONTEMPLAS GmbH. In no case shall CONTEMPLAS GmbH or Mar-Systems Ltd liability exceed the purchase price for the software. This agreement is subject to the general trading conditions of CONTEMPLAS GmbH.

I accept and agree the above terms and conditions on behalf of _____ (company name)

Signed

Print Name

Position Held

Date