Software Subscription License Agreement

1. Definitions

1.1 Affiliate: Shall mean any legal entity that a party hereto owns, that is owned by any party hereto, or that is owned by a legal entity that is under common ownership with any party hereto. As applied in this definition, ownership shall be construed to be legal possession of greater than fifty percent (50%) of the shares, interest in, or voting rights in an entity.

1.2 Application Code: Shall mean the code to the application, i.e. the specific functions, forms, tables and reports which form a part of the e-Con Solutions Software.

1.3 Server: Shall mean an electronic entity upon which the data and software of the e-Con Solutions Software are stored.

1.4 Subscription: a license model under which the software is licensed for a limited period as further described down this document.

1.5 Documentation: Shall mean all and any electronic and written aids and specifications developed by e-Con Solutions in relation to the e-Con Solutions Software, for which the Licensee has acquired the right of use from time to time, and any descriptions developed by e-Con Solutions in relation to the e-Con Solutions Software.

1.6 Users: Shall mean persons such as employees, contractual workers or third parties working for or with the Licensee or the Licensee’s Subsidiaries which have been authorized by the Licensee to use the e-Con Solutions Software in their work for the Licensee or the Subsidiary, and for which the Licensee has acquired and paid for the right of use to the e-Con Solutions Software.

1.7 License Files/Codes: Shall mean the files/codes which, like a key, open the e-Con Solutions Software giving the Licensee access to use the e-Con Solutions Software.

1.8 Software Subscription License Agreement: Shall mean this Software Subscription License Agreement issued by e-Con Solutions.

1.9 Subsidiaries: Shall mean the companies controlled by the Licensee by ownership of more than 50% of the shares or the voting rights in such companies for which the Licensee has acquired and paid for the right of use to the e-Con Solutions Software, and which have been listed in this Software Subscription License Agreement.

1.10 Reseller: Means the company that sells the e-Con Solutions Software to the Licensee.

1.11 e-Con Solutions: Shall mean e-Con Solutions BV.

1.12 Enhancement Plan: Shall mean new Major Versions, Minor Versions, Service Packs or Hot Fixes of the Software which e-Con Solutions may release. New Major Versions, Minor Versions, Service Packs or Hot Fixes of the software will be delivered with release notes, documentation, upgrade software and upgrade documentation for an upgrade from the previous released Major Version, Minor Version, Service Pack or Hot Fix.

1.13 Support Plan: Shall mean technical support to Licensee’s technical support inquiries. This support will be provided by the reseller.

1.14 Applicability of Defined Terms

1.14.1 Where the context so admits, any reference to the singular includes the plural, any reference to the plural includes the singular, and any reference to one gender includes all genders.

1.14.2 In this Software Subscription License Agreement, a reference to a Clause is a reference to a Clause in this Software Subscription License Agreement.

1.14.3 The Headings of this Software Subscription License Agreement are for convenience only and shall not constrain or affect its construction or interpretation in any way whatsoever.

1.15 Certain Additional Terms

The provision of Product/Program Enhancements and Technical Support is conditional on the following:

1.15.1 The Licensee shall provide e-Con Solutions with access to its personnel and its equipment as reasonably requested. This access must include the ability to connect to the equipment on which the e-Con Solutions Software is operating and to obtain the same access to the equipment as those of the Licensee’s employees having the highest privilege or clearance level. e-Con Solutions will inform Licensee about the required VPN configuration and Licensee is responsible for implementation of the configuration;

1.15.2 The Licensee shall provide adequate supervision, control and management of the use of the e-Con Solutions Software. In addition, the Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the e-Con Solutions Software;
1.15.3 The Licensee shall maintain a current backup copy of all programs and data;
1.15.4 The Licensee personnel shall be properly trained in the use and application of the e-Con Solutions Software;
1.15.5 The Licensee shall provide e-Con Solutions access, at its expense, to the World Wide Web and data; and,
1.15.6 The Licensee’s personnel must be properly trained in Database administration, Database management, Microsoft Software and e-Con Solutions Software.

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2.1.12 The subscription may be terminated at any moment by the both parties as per the terms stated in clause 10.

2.2 Functions

2.2.1 The e-Con Solutions Software is a standard product, and it shall be the responsibility of the Licensee alone to ensure that the functions in the e-Con Solutions Software fulfill the Licensee’s requirements.

2.2.2 The Licensee shall have the right to adjust or otherwise modify the Application Code of the e-Con Solutions Software to the extent that such adjustment or modification is required for the use of the e-Con Solutions Software stipulated in this Software Subscription License Agreement, and to the extent that the Licensee has acquired and actually paid for the tools to perform such adjustment or modification where this is required by e-Con Solutions.

2.3 Upgrades

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