Terms and Conditions

This Terms and Conditions ("AGREEMENT") is a legal document between Matera Systems Inc ("MATERA") and the organization signing it ("COMPANY").

Matera Systems Inc. is a COMPANY registered in the USA and incorporated in Pennsylvania.

WHEREAS:

1) MATERA is the exclusive holder of all proprietary rights to Matera's Products ("SOFTWARE").
2) The COMPANY is interested in acquiring a SOFTWARE license and Matera is interested in selling its license to COMPANY.
3) The acceptance of this AGREEMENT confirms that the person who accepted is your authorized representative and has authority to accept the terms of this AGREEMENT and COMPANY is interested in having more information about the commercial conditions to acquire the Matera SOFTWARE License
4) The parties will negotiate a definitive agreement (License Agreement) that will govern the rules for purchasing the SOFTWARE license and the conditions of use.

1. LICENSE

Subject to the terms and conditions of this AGREEMENT and the License Agreement, Matera shall grant COMPANY a temporary, limited, non-exclusive, non-transferable, non-sublicensable right to access and use the SOFTWARE.

2. RESTRICTIONS OF USE

COMPANY shall not itself, or authorize any employee, agent or representative, or any other third-party to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or make available any part of the SOFTWARE to any third-party; (b) modify, copy or create derivative works of the SOFTWARE; (c) disassemble, reverse engineer, decompile or otherwise seek access to the source code of the SOFTWARE; (d) use the SOFTWARE Services for any benchmarking activity or in connection with the development of any competitive product; (e) send or store material through the SOFTWARE containing SOFTWARE viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (f) interfere with or disrupt the integrity or performance of the SOFTWARE or the data contained therein, or circumvent or disable any security or other technological features or measures of the SOFTWARE Services; (g) attempt to gain unauthorized access to the SOFTWARE or its related systems or networks; (h) remove from the SOFTWARE any language or designation indicating the confidential nature thereof or the proprietary rights of Matera, (i) carry out penetration tests or vulnerability tests or any other similar types of tests on the SOFTWARE, or (j) Allow access to the SOFTWARE or its documentation by service providers, employees, directors, partners or technical partners of a COMPANY, or members of a group of companies that provide the market with SOFTWARE or applications in any way competing with those of MATERA.

You agree to inform your employees, agents, contractors, and representatives who use the SOFTWARE of the terms of this AGREEMENT and the License Agreement, and you will be

responsible for their compliance with the terms of this AGREEMENT and the License Agreement.

3.   TECHNICAL ASSISTANCE

Subject to the terms and conditions of the License Agreement, Matera will use reasonable efforts to provide assistance regarding SOFTWARE.

4.   DISCLAIMER

MATERA IS PROVIDING THE SOFTWARE "AS IS" WITHOUT WARRANTIES OF ANY KIND, AND COMPANY USE OF THE SOFTWARE IS AT ITS OWN RISK. TO THE GREATEST EXTENT PERMITTED BY LAW, MATERA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES REGARDING ACCURACY, OPERABILITY, USE, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

5.   LIMITATION OF LIABILITY

COMPANY acknowledges that the SOFTWARE Services will be maintained and hosted in COMPANY's or its subcontractor's environment, and that Matera shall bear no liability or obligations associated with the processing of any information relating to an identified or identifiable natural person or to any other information or data that is subject to a data security or privacy law.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT, WHETHER UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY OR OTHER LEGAL, CONTRACTUAL OR EQUITABLE THEORY, FOR: (i) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER OR NOT ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; (ii) DAMAGES FOR LOST PROFITS OR LOST DATA; OR (iii) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES.

MATERA'S MAXIMUM AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT RECEIVED BY MATERA FROM RESELLER FOR THE SOFTWARE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENTS GIVING RISE TO SUCH LIABILITY.

6.   INTELLECTUAL PROPERTY

Matera shall retain all rights, title and interest (including all intellectual property and proprietary rights) in and to SOFTWARE. All rights to SOFTWARE are reserved by Matera. COMPANY acknowledges that all suggestions for corrections, changes, additions or modifications to SOFTWARE are the exclusive property of Matera and COMPANY hereby assigns all rights in and to any such feedback to Matera.

7.   CONFIDENTIALITY

In consideration of each disclosure of Confidential Information, COMPANY agrees:

a) That SOFTWARE and all proprietary technology, know-how, and documentation related to it, constitute confidential proprietary information of Matera.
b) To keep Matera's Confidential Information secret and confidential.
c) Not to disclose to or make known to any person in any manner any part of the Matera's Confidential Information, except as expressly permitted by this AGREEMENT AND THE License Agreement.
d) To keep the Confidential Information in a secure place so as to ensure that unauthorized persons do not have access to the Confidential Information.
e) To use Matera's Confidential Information only for the purpose of this AGREEMENT and the License Agreement and not to use that Confidential Information for any other purpose.

Recipient acknowledges that damages may be an inadequate remedy to Discloser in the event of any breach of this AGREEMENT occurring, and that only an injunction might be adequate to properly protect the interests of Discloser.

8. TERMINATION

The Parties may terminate this AGREEMENT at any time without prior notice. The License Agreement shall be terminated under the conditions set out therein.

If this AGREEMENT is terminated or expires for any reason, the license and rights granted under it are immediately withdrawn and COMPANY access to the SOFTWARE will cease immediately. Sections 2, 5, 6, 7 and 8 will survive any expiration or termination of this AGREEMENT.

9. MISCELLANEOUS.

This AGREEMENT will be governed by the laws of the State of Delaware without reference to its choice of law rules. Both parties agree that the courts of Delaware have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this AGREEMENT or its subject matter or formation.

If any part of this AGREEMENT is found to be illegal, unenforceable, or invalid, the remaining portions of this AGREEMENT will remain in full force and effect.

Failure by a party to enforce any provision of this AGREEMENT will not be deemed a waiver of future enforcement of that or any other provision.

all other conditions, including but not limited to prices, payments, licensed products shall be defined in the License Agreement.

This AGREEMENT can be modified by Matera at any time.