



General Software License Agreement

Software Solutions

MAPLE, ATOM, OCR, CIM, AUDITOR, FDW, INDUCTION, BESPOKE

Ambinet Software Ltd.

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2. Customer may make modifications to the SQL stored procedure source code version of the software, if and only if the results of all such modifications are applied solely to the system. In no way does this Software License confer any right in Customer to license, sublicense, sell, or otherwise authorise transfer to its subsidiaries or associated organisations the use of the software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the system as part of Customer's organisation to which the system was sold at the time of the purchase
3. All express or implied warranties relating to the software shall be deemed null and void in case of any modification to the software made by any party other than Ambinet Software Ltd.

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1. It has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Customer;
2. The goods and services provided by contractor under this Software License, including the software and all intellectual property provided hereunder, are original to Ambinet Software Ltd. and its subsidiary companies and partners; and
3. The software, as delivered as part of the system, will not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule or regulation
4. Ambinet Software Ltd. further represents and warrants that, throughout the System Maintenance Period, the executable object code of software and the system will perform substantially in accordance with the System Specifications and Agreement. If the software fails to perform as specified and accepted all remedies are pursuant to the policies set forth in the Specification and in the Agreement. No warranty of any type or nature is provided for the source code version of the software which is delivered as is
5. Except as expressly stated in this Agreement, there are no warranties, express or implied, including, but not Ltd. to, the implied warranties of fitness for a particular purpose, of merchantability, or warranty of noninfringement of third party intellectual property rights

INDEMNIFICATION

1. Ambinet Software Ltd. hereby indemnifies and shall defend and hold harmless Customer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not Ltd. to reasonable attorneys' fees and expenses, arising out of or in connection with any breach or alleged breach of the Agreement or any third party claims that the software or system here provided by Ambinet Software Ltd. infringes or otherwise violates any rights of any such third party
2. Customer hereby indemnifies and shall defend and hold harmless Ambinet Software Ltd., its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not Ltd. to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Customer's use of the software in contravention of the grant of rights infringes or otherwise violates any rights of any such third party
3. Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the right full to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business

ACCEPTANCE, TRANSFER AND TERMINATION

1. For the customer, issuing of a valid purchase order and the subsequent deployment of any Software provided by Ambinet Software Software Ltd. automatically constitutes an acceptance of this Agreement, which is also available on Ambinet Software Ltd website - www.ambinetsoftware.com
2. This License Agreement will automatically terminate upon the disassembly of the any system provided, deployed and maintained by Ambinet Software Ltd. as cited above, unless the system is reassembled in its original configuration
3. Ambinet Software Ltd. may terminate this license upon notice for failure to comply with any of terms set forth in this Software License Agreement. Upon termination, Customer is obligated to immediately destroy the software, including all copies, backups and modifications

M. H Bokhari
Director