

# Service Contract for RX-TIMBER

For all programs of the company Ingenieur-Software Dlubal GmbH, hereinafter called Dlubal Engineering Software, we offer the following service contracts for the program family RX-TIMBER. All programs are based on Windows operating systems.

**Service contract Standard** for the current version plus previous version of RX-TIMBER:

- Maintenance of the current and the previous version of RX-TIMBER
- Automatic delivery of updates (bug fixes, minor program modifications) for all programs of the program family for which the service contract was negotiated (up to three times per calendar year, download via Dlubal Extranet)
- Preferential treatment for hotline service by email or fax
- Benefits with regard to future upgrades for RX-TIMBER (major program developments that are not free of charge)
- Costs p. a.:

1 to 3 licenses	⇒	400,-- €
4 to 10 licenses	⇒	550,-- €
more than 10 licenses	⇒	700,-- €

**Service contract DeLuxe** for the current version plus previous version of RX-TIMBER:

- Maintenance of the current and the previous version of RX-TIMBER
- Automatic delivery of updates (bug fixes, minor program modifications) for all programs of the program family for which the service contract was negotiated (up to three times per calendar year, download via Dlubal Extranet)
- Preferential treatment for hotline service by email or fax
- Benefits with regard to future upgrades for RX-TIMBER (major program developments that are not free of charge)
- Telephone support and immediate call-back that is guaranteed in case you are not able to speak immediately to one of our service technicians
- Online support via desktop sharing tools if required
- Costs p. a.:

1 to 3 licenses	⇒	700,-- €
4 to 10 licenses	⇒	850,-- €
more than 10 licenses	⇒	1.100,-- €

For each program family (RSTAB, RFEM and RX-TIMBER) a single service contract is required. When Dlubal products are used by means of a network dongle, a separate service contract is required at each business location.

## Basis of calculation:

The price of a service contract depends on the program purchased with most of the licenses. For example, if you buy 5 licenses for RX-TIMBER Continuous beam, 3 licenses for RX-TIMBER Glulam and 2 licenses for RX-TIMBER Purlin, the price of the service contract is applied to 5 licenses.

## Calculation period:

The calculation period for a service contract is restricted to a full calendar year, running from January 1 to December 31. The invoice is immediately issued after contract conclusion. When concluding the service contract at any time during the year other than January 1 only the proportional costs distributed to the remaining months are charged.

## Contract amendments:

Modifications to the contract are always possible. Price adjustments that may be necessary will be made on the next maturity date.

## Price adjustments:

Dlubal Engineering Software reserves the right to make necessary price adjustments.

## Termination of contract:

The service contract can be withdrawn by both of the contracting parties without giving reasons. The service contract will automatically be renewed for another year

unless Dlubal Engineering Software is notified one month before the current service contract expires.

## Supplementary provision:

The contractual services refer to the currently available as well as to the previous version of RX-TIMBER. If there are more than two upgrade steps between the version that you are currently using and the program version currently available on the market, or if the previous version has been replaced by a new version for more than two years, the Standard and DeLuxe service contracts become automatically general hotline support contracts without further update deliveries. The annual prices correspond to the prices of the regular contracts.

## Severability clause:

If a provision of this contract is completely or partially illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this contract. In this case, the parties involved agree that the illegal or invalid provision will be replaced by a legal and valid provision that is reasonable for both parties and comes as close as possible to the economic intent of the invalid or ineffective provision.

We point out that we save the data required for processing business transactions.



# Dlubal

Engineering Software

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01/2012

I agree to purchase a

Service contract Standard

Service contract DeLuxe

for the program family RX-TIMBER on the terms stated above.

\_\_\_\_\_  
Name, company stamp, customer ID

\_\_\_\_\_  
date, signature