

## **IMPRESSUM & SOFTWARE LICENSE AGREEMENT**

### **Page 1 of 6**

#### **مقدمة**

الإضافي على اللغة الإنجليزية ، وبالتالي يجب استخدام aleraSoft EXCEL يعتمد هذا البرنامج الإضافي وبرنامج فقط من قبل محترفين ذوي معرفة كافية باللغة الإنجليزية. بالنسبة للزيارات إلى aleraSoft EXCEL الوظيفة الإضافية موقعنا على الإنترنت ، فإن النسخة المطبوعة باللغة الإنجليزية هي فقط المخولة. لذلك ، يجب استخدام موقعنا الإلكتروني فقط من قبل الأشخاص الذين لديهم مهارات كافية في اللغة الإنجليزية.

النصوص المترجمة ، والتي ينبغي aleraSoft EXCEL AddIn نحن نقدم على موقعنا على شبكة الإنترنت وفي برنامج أن تسهل عرض الموقع والبرنامج. للترجمة ولكن لا يمكن اتخاذ أي مسؤولية. وبالتالي ، فإن النسخة الإنجليزية من الموقع والبرنامج والمعلومات المرتبطة بها صالحة فقط.

#### **Imprint**

Alera International Pte. Ltd.

4 Battery Road

# 25-01 Bank of China Building

Singapore 049 908

E-Mail: info(at)alera-energy.com

#### **Legal Notice**

##### **Data Protection**

Alera International Pte Ltd appreciates your interest in our company and its products and services. We take the protection of your privacy when using our websites very seriously. In the following we are pleased to inform you about the collection of anonymous and personal data.

##### **Anonymous data collection**

In general, you can visit the websites of Alera International Pte Ltd on an anonymous basis, i.e. without informing us of who you are. When you visit our website, our web servers save as standard the IP address of your internet service provider via which you access our website, the site from which you access our site and the files you access from us, as well as the date of your visit and general information about your browser. These data are only analysed in anonymized form for statistical purposes.

##### **Cookies**

We use cookies only to make our sites easier for you to use. Personal data may be saved in cookies on individual pages if you have expressly agreed to this in advance in order e.g. to save you from having to re-enter access data. You can in principle also access all information on our websites if you

## **IMPRESSUM & SOFTWARE LICENSE AGREEMENT**

### **Page 2 of 6**

have deactivated cookies in your internet browser. However, if you reject cookies, the functionality of our offerings may be restricted.

### **Collection and processing of personal data**

We save and process personal data only if you provide us with this information voluntarily, e.g. by completing a contact form or registering for personalized services. You will be informed of the intended purpose on the corresponding sites and, if necessary, asked for your consent to the saving and processing of the data. Data will only be forwarded to service providers connected with us e.g. in order to send requested written information to you. All service providers are of course obligated to maintain data secrecy and confidentiality. No data will be passed on to other third parties.

### **Rights of persons concerned**

On request, we will naturally inform you in writing whether we have stored personal data about you and, if so, which data. You can also view your data yourself and amend or delete them if necessary in our applicant portal or certain other websites e.g. for the newsletter/reminder. You can retract your consent to the saving of your personal data given on the relevant page at any time by sending us a brief notification.

### **Questions and suggestions on data protection**

If you have any questions or suggestions on the subject of data protection, please contact our e-mail: [info@alera-energy.com](mailto:info@alera-energy.com)

### **Copyright**

The content including pictures and the design of the Alera International Pte Ltd website are subject to copyright protection and other laws for the protection of intellectual property. No dissemination or alteration of the content of these pages or of the frames or similar measures are permitted. Moreover, these contents may not be copied, disseminated, modified or made available to third parties for commercial purposes.

### **Liability**

The information that Alera International Pte Ltd presents to you on this website is compiled and updated periodically. It is impossible to guarantee freedom from all errors. For this reason, Alera International Pte Ltd disclaims and excludes all liability or warranty with regard to the accuracy, completeness and up-to-datedness of the information provided on this website. There is no warranty of merchantability, no warranty of fitness for a particular use, and no other warranty of any kind, express or implied, regarding the information or any aspect of this website.

This website provides links to other websites. Alera International Pte Ltd disclaims all liability and warranty with respect to any information obtained from and your interaction with any website that you reach by means of a link from this website. These websites are operated by separate companies. Alera International Pte Ltd is also not responsible for the data protection precautions of the operators of such websites. Alera International Pte Ltd urges you to check the privacy policy, terms and conditions disclaimers on such websites before using such websites.

## **IMPRESSUM & SOFTWARE LICENSE AGREEMENT**

### **Page 3 of 6**

In no event will Alera International Pte Ltd or other companies mentioned at this site be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the content contained at any or all such sites, including but not limited to damages to computer system, data or any personal objects resulting from the downloading of material and/or data from this website or from websites reached by links from this website. Alera International Pte Ltd reserves the right to undertake alterations or additions to the information or data provided at all times without further notice. Insofar as our Internet pages contain forward-looking statements, these statements are based on opinions and estimations of Alera International Pte Ltd Management and are subject to risks and uncertainties. Alera International Pte Ltd is not obliged to update such forward-looking statements. All liability for such statements is expressly excluded.

### **Licensing rights**

The intellectual property contained on this website is legally protected through patents, trademarks and copyrights. This website does not grant any license to use the intellectual property owned by companies of Alera International Pte Ltd. Duplication, dissemination, reproduction and further transmission and other use are prohibited without the written consent of Alera International Pte Ltd.

### **Trademarks**

Unless otherwise indicated, all trademarks used on Alera International Pte Ltd Internet pages are protected by trademark law. The same applies to company logos and signs.

### **Use of this Website and Agreement to Terms**

Alera International Pte Ltd may change this Disclaimer at any time without notice to you and without liability to you or any other party. It is your responsibility to periodically check this Disclaimer for changes. If you do not agree to any changes made to the Disclaimer, you should cease use of this website. Continued use of this website signifies acceptance of any changes made to the Disclaimer.

## **License Agreement**

TERMS AND CONDITIONS FOR THE USE OF THE **aleraSoft EXCEL AddIn**

### **1. License:**

This license agreement is valid between you and the company:

Alera International Pte. Ltd. Singapore

who is the owner of this software. ("software owner")

The License Agreement ('Agreement') grants you the use of the aleraSoft EXCEL AddIn ('Software') after you have obtained a valid license from the software owner. This Software is intended for your use on a single personal computer / Laptop.

## **IMPRESSUM & SOFTWARE LICENSE AGREEMENT**

### **Page 4 of 6**

You may not modify, translate, reverse engineer, de-compile, disassemble or otherwise attempt to derive source code from the Software, except to the extent applicable laws specifically prohibit such restriction. The Software, may not be copied, except as provided below, resold, rented, leased or distributed, electronically or otherwise.

You may make copies of the Software for your personal use. The limited right to copy expressly excludes any copying or distribution of the Software on a commercial basis, including, without limitation, bundling the Software with any other product or service, or using parts of this software in other applications. All rights not expressly granted are reserved.

### **2. Title & Copyright:**

Title, ownership, and intellectual property rights in and to the Software, and derivatives thereof, remain with the software owner. The Software is protected by international copyright laws and international treaty provisions. Do not remove, obscure, or alter any notice of patent, copyright, trademark, trade secret or other proprietary rights.

### **3. Terms:**

This Agreement is effective until terminated in writing. Your rights to use the Software terminate automatically if you violate any part of this Agreement or this agreement is terminated. This agreement is also valid for Services of the software owner in extension to the use of the software such as support and advice or information provided through vocal consultation, telephone, fax, email or printed matter or internet download, content on websites, data storage media or other methods of exchange of information.

### **4. Software use:**

You agree that this software, the calculations contained in it and the results obtained through the software constitute only limited support for process design and that the performance of systems is a result of many parameters which are not all addressed by the software.

You are fully aware, that the use of the software or our service does not guarantee that process systems, hardware and the construction or operation of equipment based on the use of the software or our service will function in the intended and save way and that malfunction of equipment can lead to injury to person or loss of live or loss or damage of property and you agree that the software owner will not be held responsible.

You by using this software confirm that you are a well trained professional capable to check the software results with regard to compliance with state of the art engineering calculation methods and that you will take all reasonable care to check the results obtained through the software.

### **5. Limited Warranty:**

The software owner has made reasonable checks of the Software to confirm that it will perform during normal use on compatible equipment. However, due to the inherently complex nature of computer software, the software owner does not warrant that the Software is error-free, will operate without

## **IMPRESSUM & SOFTWARE LICENSE AGREEMENT**

### **Page 5 of 6**

limitation, is compatible with all equipment and software configurations, or will otherwise meet your needs.

The software owner warrants that for ninety (90) days from first use of the Software, the Software shall be free of defects in materials or workmanship under normal use. If any such defect appears within such ninety (90) day period, the software may be returned for replacement without charge.

You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). We and our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services.

Because some countries do not allow the exclusion or limitation of liability for consequential or incidental damages, in such countries, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to:

- (a) Loss or liability resulting from access delays or access interruptions;
- (b) Loss or liability resulting from data non-delivery or data mis-delivery;
- (c) Loss or liability resulting from Acts of God;
- (d) Loss or liability resulting from the unauthorized use or misuse of your software or password;
- (e) Loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement;
- (f) Loss or liability resulting from the use of the software.
- (g) Loss or liability resulting from input data entered into the software.

You agree that we will not be liable for any loss or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages. In no event shall our maximum liability exceed one hundred Euro (€ 100.00).

### **6. INDEMNITY.**

You agree to release, indemnify, and hold the software owner, its contractors, agents, employees, officers, directors or affiliates harmless from all liabilities, claims and expenses, including counsel fees.

### **7. DISCLAIMER OF WARRANTIES.**

You agree that your use of our Software or Services is solely at your own risk. You agree that such Software or Service(s) is provided on an 'as is', 'as available' basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Software or Services will meet your requirements, or that the Software or Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Software or Service(s) or as to the accuracy or reliability of any information obtained through the Software or Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through

## **IMPRESSUM & SOFTWARE LICENSE AGREEMENT**

### **Page 6 of 6**

the use of our Software or Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the use of the Software or Service or any transactions entered into as a result of using the software or the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

### **8. General:**

This Agreement constitutes the entire Agreement between you and the software owner and supersedes any prior written or oral Agreement concerning the contents of the Software.

### **9. Governing Law:**

The performance, validity, rights and interpretation of this License will be governed by the laws of the Federal Republic of Germany. Stuttgart – Germany is agreed as the place of jurisdiction.

### **10. INFANCY.**

You attest that you are of legal age to enter into this Agreement.

### **11. Severability clause**

This Agreement is made in good faith by you and the software owner. If any of the clauses in this Agreement proves to be invalid by the laws in force or not to be in accordance with the true objective of this Agreement or to be invalid or unusable due to conflict with other clauses or statutes, then the remaining clauses shall still maintain their unlimited validity and the unusable clause shall be replaced by a mutually agreed or acceptable clause, reflecting the intention of this Agreement.

### **12. Contact Address**

The software owner can be contacted as follows

**alera** International Pte. Ltd.  
4 Battery Road  
# 25 – 01 Bank of China Building  
Singapore 049 908

[info@alera-energy.com](mailto:info@alera-energy.com)

**END OF LICENSE AGREEMENT**