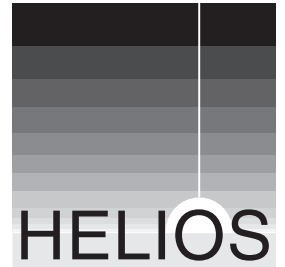


**HELIOS SOFTWARE SUBSCRIPTION  
AGREEMENT (SE005) v1.0**

HELIOS Software GmbH  
Steinriede 3  
30827 Garbsen  
Germany



Distributor stamp

Phone: +49-5131-709320  
Fax: +49-5131-709325  
Web: www.helios.de

**New agreement**  
 **Modify agreement (serial)** \_\_\_\_\_

	<b>Customer</b>	<b>HELIOS Partner</b> (or stamp)
Company		
Contact		
Street		
ZIP/City		
Country		
Telephone		
E-Mail		

Server Platform:	
Preferred Renewal Date (optional):	
HELIOS Server MachID (optional):	
Cold Spare MachID (optional):	

Product	Users Base	Users Expans.	Add-on products IS (ImageServer) PDF (PDF HandShake) PPV (PrintPreview)	Price	Comment
EtherShare					
PCShare					
WebShare					
Base Windows					
USB Dongle Linux/Mac/Win only					
Cold Spare per base product					
Manual-Kit 7 books					
Other (specify)					

Hereby we agree to the software subscription terms stated on page 2.

X

X

Date:

Signature:

Customer stamp or business card required

Please fill in this form using Adobe Reader, print, stamp, and sign, and submit to your HELIOS partner

**HELIOS SOFTWARE SUBSCRIPTION AGREEMENT  
(SE005) v1.0  
Page 2**

**1. Subject of this agreement**

This HELIOS Software subscription agreement amends and extends the software license agreement for HELIOS Software programs. It defines the "specified time interval" and "termination date" mentioned in section "G. HELIOS Subscription Licenses" of the HELIOS license agreement, as well as additional terms. All terms of this software subscription agreement are incorporated as additional terms of the HELIOS license agreement.

**2. Duration of agreement**

The specified time interval of the agreement is 12 months. The agreement is automatically extended for a further 12 months unless a written cancellation is received at least six weeks before the end of the term. For the initial start the customer can specify a preferred renewal date, in which case the initial specified time interval and rental charge are proportional. The renewal date starts on the first of the month.

**3. Payment**

Payment is required in advance. Subscription renewal invoices will be sent 6 weeks before the renewal period starts.

**4. Product configuration**

The HELIOS product configuration is defined in the software subscription confirmation returned for this application. Additional products can be added anytime. Removing products can be done with the next renewal date.

**5. Software updates and upgrades**

HELIOS agrees to make available without further costs for the subscribed products:

- a. Maintenance updates
- b. New product versions and documentation that are released during the duration of this agreement.

**6. Cold Spare server option**

If a cold spare option (SE003) is included, this agreement also includes the terms of the "HELIOS SOFTWARE COLD SPARE OPTION LICENSE AGREEMENT (SE003) v2.0", as stated on page 3.

**7. Software activation keys**

The customer will receive time-limited product activations in electronic form as a license file, via their HELIOS sales partner. 30 days before the agreement expires, new subscription renewal keys will be provided to the HELIOS sales partner. The HELIOS sales partner will provide the new subscription renewal keys to the customer in accordance with the terms of their business conditions.

**8. Termination of agreement**

This software subscription agreement is effective until terminated. The "termination date" of this software subscription agreement shall be the renewal date in effect when the customer or HELIOS cancels this software subscription agreement. Additionally, all terms of the section 5 "Termination" clause of the HELIOS license agreement remain in effect.

**9. Prices and sales**

The software subscription service will be sold via a HELIOS sales partner. The sales partner provides pricing information for the subscription agreement and ongoing renewals.

# HELIOS SOFTWARE COLD SPARE OPTION LICENSE AGREEMENT (SE003) v2.0

## 1 General Terms

1.1 Information to HELIOS has to be provided in writing by mail or fax.

## 2 Definitions

- 2.1 "Designated Product" corresponds to each of the products marked with an "Add cold spare option" in the SE002 form and identified by its unique HELIOS serial number.
- 2.2 "Customer" is the purchaser of HELIOS' "Cold Spare Option for SE002 agreements" for the Designated Product.
- 2.3 "Main Server" is the server on which the Designated Product is currently activated, identified by HELIOS MachID.
- 2.4 "Installation Site" is the physical location of the Main Server of the Designated Product, identified by the building's address.
- 2.5 "Cold Spare Server" is a second server installed with a copy of HELIOS products at the Customer Installation Site. For each installed HELIOS base product (EtherShare, PCShare, WebShare, Base Windows) on the Cold Spare Server, a Cold Spare option (SE003) is required.

## 3 Subject of this Agreement

### 3.1 The Customer is entitled

- 3.1.1 To name the HELIOS MachID of one Cold Spare Server and to request from HELIOS an activation key for the Designated Product on the Cold Spare Server.
- 3.1.2 To run the Designated Product and any HELIOS user, ImageServer, PDF HandShake and PrintPreview expansion licenses for it on the Cold Spare Server instead of on the Main Server.
- 3.1.3 To change the Cold Spare Server in reasonable intervals and accordingly request activation keys from HELIOS.

### 3.2 The Customer agrees

- 3.2.1 Not to run the Designated Product on the Main Server and the Cold Spare Server at the same time. This holds also true for evaluation or test purposes for which the Customer might request standard HELIOS demo keys from the HELIOS partner.

- 3.2.2 To inform HELIOS when the Cold Spare Server should become the new Main Server in which case HELIOS will update its records and treat the Cold Spare Server as the new Main Server and the previous Main Server as the Cold Spare Server.
- 3.2.3 To inform HELIOS within one month when the Main Server and the Cold Spare Server are relocated together to a new place.
- 3.2.4 Not to make use of HELIOS activation keys for the Cold Spare Server after Main Server and Cold Spare Server are separated to different buildings or places.
- 3.2.5 Not to make any use of HELIOS activation keys for a previous Cold Spare Server after a change of the Cold Spare Server was accepted by HELIOS.
- 3.2.6 Not to make use of HELIOS activation keys for the Cold Spare Server after termination of this agreement.
- 3.2.7 Not to hand over any HELIOS activation keys for a Cold Spare Server to any other party even if the ownership of the Cold Spare Server is transferred, and not to make use of HELIOS activation keys for a Cold Spare Server after termination of this agreement. This shall apply for all Cold Spare keys for the Designated Product that may have been issued over the course of time.
- 3.2.8 To allow HELIOS or a HELIOS designated agent to check the Installation Site regarding proper use of the Cold Spare Server.
- 3.3 HELIOS retains the right to refuse activation keys for the Cold Spare Server and may terminate this agreement immediately when the Customer fails to prove proper use.

## 4 Survival of Termination

Paragraphs 3.2.4, 3.2.5, 3.2.6, and 3.2.7 shall survive termination of the agreement. The agreement shall be governed by the laws of the Federal Republic of Germany. Site of court is Hannover, Germany.