

*END USER LICENCE AGREEMENT
 FOR PRODUCT*

Licence Rules

Client

Name	
City	
Adress	
State	
Director	

Licence

Applicaton	<Licence Rules>
Platform	Database server: Application server:
Date	
Latitude of Rights Granted	For internal use only
Territory restriction of Rights Granted	No Restriction
Transfer the of Rights Granted	No Rights
Exclusive of Rights Granted	Non-exclusive rights
Options	Sorce code included

Premium software doo Novi Sad retains all ownership and intellectual property rights to anything developed by Premium software doo Novi Sad and delivered to Client under this agreement resulting from the services.

Premium software licence rules

A. Definitions

“You” and “your” refers to the individual or entity that has signed-off this licence (“licence”) and ordered PROGRAM from PREMIUM Software doo Novi Sad, Inc. (“Premium Software”) or an authorized distributor.

The term “PROGRAM” refers to software products or application referred in Licence and owned or distributed by Premium Software which you have ordered, program documentation, and any program updates acquired through technical support. The term “services” refers to technical support, education, hosted/outsourcing services, consulting or other services which you have ordered.

B. Rights Granted

You have the non-exclusive, royalty free, perpetual (unless otherwise specified in the ordering document), limited right to use the programs and receive any services you ordered solely for your internal business operations and subject to the terms of this agreement, including the definitions and rules set forth in the order and the program documentation.

In case you lose role of entity because alliance, accompanying or others kind of consolidation or affiliation to third entity, Premium Software will enable to this third entity exclusive trade discount for rights granted.

You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this agreement in such use. If accepted, Oracle will notify you and this notice will include a copy of your agreement.

C. Ownership and Restrictions

Premium software retains all ownership and intellectual property rights to anything developed by Premium software and delivered to you under this agreement resulting from the services. You may make a sufficient number of copies of each program for your licensed.

You may not:

- remove or modify any program markings or any notice of Premium software proprietary rights
- make the programs or materials resulting from the rights granted or/and services available in any manner to any third party for use in the third party’s business operations
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs

If in the scope of your licence the source code was delivered to you as an option, you have to provide that your utilization does not produce or supposedly produce additional

obligations of Premium Software concerning the programs. Also, you should not give or supposedly give any rights or the exclusion of rights to the ownership and intellectual property of Premium Software to a third party. If you develop application software using the source code or the software that uses the database design that was given to you in terms of licence, you have to notify Premium Software of such software and Premium Software retains the ownership and intellectual property rights over that application software. The modifications of the source and executive code as well as the database design given to you in terms of licence are possible exclusively with the previous consent of Premium Software.

In case that Premium Software loses the attribute of legal entity or ceases to support the release of the software that is in use at the licensee site, or is not able to deliver the consent for software corrections and modifications from the previous paragraph in a reasonable period of time after noticing the licensee about the planned software modifications, the licensee is authorized to perform necessary software modifications without exclusive consent of Premium Software.

D. Warranties, Disclaimers and Exclusive Remedies

Premium Software warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year after delivery. You must notify Oracle of any program warranty deficiency within one year after delivery.

Premium Software also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 30 days from performance of the defective services.

Premium Software does not guarantee that the programs will perform error-free or uninterrupted or that Premium Software will correct all program errors. To the extent permitted by law, these warranties are exclusive and there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

For any breach of the above warranties, your exclusive remedy, and Premium Software's entire liability, shall be:

- the correction of program errors that cause breach of the warranty, or if oracle cannot substantially correct such breach in a commercially reasonable manner, you may end your program license and recover the fees paid to oracle for the program license and any unused, prepaid technical support fees you have paid for the program license; or
- the reperformance of the deficient services, or if oracle cannot substantially correct a breach in a commercially reasonable manner, you may end the relevant services and recover the fees paid to oracle for the deficient services.

E. Indemnification

If a third party makes a claim against either you or Premium Software ("Recipient" which may refer to you or Premium Software depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished

by either you or Premium Software (“Provider” which may refer to you or Premium Software depending on which party provided the Material), the Provider will defend the Recipient against the claim, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim

If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it and any unused, prepaid technical support fees you have paid for the license. If you are the Provider and such return materially affects Premium Software’s ability to meet its obligations under the relevant order, then Premium Software may, at its option and upon 30 days prior written notice, terminate the order.

The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider’s user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient.

The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Premium Software will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Premium Software. Premium Software will not indemnify you for infringement caused by your actions against any third party if the Premium Software program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. This section provides the parties’ exclusive remedy for any infringement claims or damages.

F. Technical Support

Premium Software technical support includes:

- *Software Update*
- *Product Support*
- Other kind of technical support

If ordered, annual technical support (including first year and all subsequent years) is provided under Premium Software technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Premium Software’s discretion. However, Premium Software will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. Technical support starts after you sign-off Separate Agreement for Technical Support.

Separate Agreement for Technical Support is concluded for minimum time of 1 year.

Premium Software remains right to ends technical support. You will be noticed when Premium Software decided to ends technical support for some programs.

G. End of Licence

If you breaches a material term of this Licence agreement and fails to correct the breach within 30 days of written specification of the breach, then Premium Software may terminate this Licence agreement.

If Premium Software ends this agreement as specified in the preceding sentence or under the Indemnification section, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for programs ordered and/or services received under this agreement plus related taxes and expenses.

Except for nonpayment of fees, Premium Software may agree in its sole discretion to extend the 30 day period for so long as the you continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use those programs and/or services ordered.

H. Fees and Taxes

All fees payable to Premium Software are due within 8 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Premium Software must pay based on the programs and/or services you ordered, except for taxes based on Premium Software's income.

Also, you will reimburse Oracle for reasonable expenses related to providing the services. Fees for services listed in an ordering document are exclusive of taxes and expenses.

I. Confidential information

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to the terms and pricing under this agreement and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that:

- is or becomes a part of the public domain through no act or omission of the other party
- was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party
- is lawfully disclosed to the other party by a third party without restriction on the disclosure
- is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or

pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information to a federal or state governmental entity as required by law. Premium Software has right to specify you in Client Refenece List.

J. Limitation of Liability

Premium Software shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use. Premium Software's maximum liability for any damages arising out of or related to this Licence agreement or your order, whether in contract or tort, or otherwise, shall be limited to the amount of the fees you paid Premium Software under this agreement, and if such damages result from your use of programs or services, such liability shall be limited to the fees you paid Premium Software for the deficient program or services giving rise to the liability.

M. Other

This Licence agreement is governed by the substantive and procedural laws of Serbia and you and Premium Software agree to submit to the exclusive jurisdiction of, and venue in, the court in Novi Sad, Republic of Serbia.

If you have a dispute with Premium Software or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to:

*Premium software doo
Bulevar Oslobođenja 88
21000 Novi Sad, Srbija*

You may not assign rights granted in this Licence agreement or give or transfer the programs and/or any services or an interest in them to another individual or entity. Except for actions for nonpayment or breach of Premium Software's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued

Upon 30 days written notice, Premium Software may audit your use of the programs. You agree to cooperate with Premium Software's audit and provide reasonable assistance and access to information. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights. If you do not pay, Oracle can end your technical support, licenses and/or this agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit

N. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party.



We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for programs delivered or services provided

Client : _____
Director : _____
Internal number : _____
Sign-off date : _____

Premium software doo Novi Sad
Director: _____
Internal number: _____
Sign-off date: _____

Signature

Signature

Premium software licencna pravila

A. Definicije

“VI” i “VAŠE” se odnosi na pravnu ili fizičku osobu, koja je naznačena u naslovu ove Licence kao Sticalac Licence PROGRAM-a kupljenog od Premium software doo Novi Sad (Premium software) ili od nekog od njegovih ovlašćenih distributera ili od pravnih i fizičkih lica koja imaju ugovor o zastupanju.

Pojam “PROGRAM” se odnosi na programski proizvod naznačen u naslovu Licence koji je u vlasništvu Premium software, programsku dokumentaciju, te svaku kasniju izmenu programa dobijenu putem tehničke podrške.

B. Data prava

Ovom Licencom vi stižete trajno, prostorno neograničeno, neeksluzivno i neprenosivo pravo korištenja programa isključivo za vaše interno poslovanje i pod uslovima iz ove Licence, uključujući tu i definicije i pravila navedena u programskoj dokumentaciji. Obim prenetih prava korišćenja programa nije limitiran brojem krajnjih korisnika.

U slučaju da izgubite svojstva pravnog lica usled udruživanja, pridruživanja ili druge vrste spajanja ili pripajanja drugom pravnom licu, Premium software će omogućiti tom pravnom licu ekskluzivne popuste za ova licencna prava.

Svojim agentima i osobama angažovanim ugovorom o delu ili sličnim ugovorom možete dozvoliti upotrebu programa za tu svrhu saglasno odredbama ove Licence i vaša je odgovornost da je ta upotreba u skladu s ovom Licencom. Ako je to prihvaćeno, Premium software će vas o tome izvestiti i to obaveštenje će sadržavati i kopiju vašeg ugovora.

C. Vlasništvo i ograničenja

Premium software zadržava sva vlasnička prava i prava nad intelektualnom svojinom za program i sve što je razvijeno i isporučeno od strane Premium software kao rezultat pružene usluge. Za svoje licencirano korištenje smete napraviti dovoljan broj kopija programa.

Data Licenca vam ne omogućava:

- uklanjanje ili izmenu bilo koje oznake na programima ili bilo kojeg obaveštenja o Premium software vlasničkim pravima
- da učinite programe ili materijale nastale kao rezultat pruženih prava i usluga dostupnim na bilo koji način bilo kojoj trećoj osobi za upotrebu za poslovanje te treće osobe
- uzrokovanje ili davanje dozvole za tzv. reverzni inženjering - *reverse engineering* (osim ako je to zakonom zahtevano radi povezivanja sistema), rastavljanje - *disassembly* ili dekompilaciju - *decompilation* programa;
- da iznajmljujete, dajete u zakup ili tajmšering program

Ukoliko vam je u okviru Licence kao opcija dostavljen izvorni programski kod morate da obezbedite da vaše korišćenje ne stvori, ili navodno stvori dodatne obaveze Premium

software u odnosu na programe, niti da dajete, ili navodno dajete nekoj trećoj strani bilo kakva prava na ili izuzimanje od prava na intelektualnu svojinu ili prava vlasništva Premium software. Ukoliko razvijete softverski program koristeći u Licenci vam dati izvorni kod programa ili program koji koristi u Licenci vam dati dizajn programske baze podataka, takav program morate prijaviti Premium software koji zadržava vlasnička i prava intelektualne svojine nad tim softverskim programom. Modifikacije u Licenci vam datog izvornog i izvršnog programskog koda, kao i dizajna programske baze podataka su moguće uz isključivo prethodnu saglasnost Premium software.

U slučajevima da Premium software izgubi svojstvo pravnog lica ili da prestane da podržava veziju programa koja je u upotrebi kod Sticaoca licence ili da nije u mogućnosti da u razumnom roku nakon obaveštenja Sticaoca licence o planiranim izmenama dostavi saglasnost za ispravke i modifikacije programa iz prehodnog stava, Sticalac licence se ovlašćuje da bez isključive Premium software saglasnosti izvrši potrebne modifikacije programa.

D. Jemstva, isključenje odgovornosti i isključivi pravni lekovi

Premium software jemči da će godinu dana od isporuke licencirani program u svakom pogledu raditi kao što je opisano u programskoj dokumentaciji. O svakom uočenom jemstvenom nedostatku programa morate pismenim putem izvestiti Premium software u roku od najviše jedne godine od datuma isporuke.

Premium software jemči da će vam naručene prateće usluge biti pružane na profesionalan način u skladu s industrijskim standardima. O svakom uočenom jemstvenom nedostatku prateće usluge morate pismenim putem izvestiti Premium software u roku od 30 dana od izvršenja usluge.

Premium software ne jemči da će programi raditi bez grešaka ili prekida, ili da će Premium software ispraviti sve programske greške. U onoj meri u kojoj je to dopušteno propisima, ova su jemstva isključiva i ne postoje druga izričita ili prećutna jemstva ili uveti, uključujući jemstva ili uvete prikladnosti proizvoda za prodaju, odgovarajuće kvalitete ili prikladnosti za neku posebno određenu svrhu.

Za svako kršenje prethodno navedenih jemstava, vaš isključivi pravni lek i ukupna Premium software odgovornost biće:

- ispravka programskih grešaka koje uzrokuju kršenje jemstava ili, ako Premium software ne može suštinski ispraviti neko kršenje Premium software jemstava na komercijalno prihvatljiv i razuman način, vi možete raskinuti programsku Licencu i zatražiti povrat naknade date Premium software za licence, te plaćeni, a neiskorišteni deo tehničke podrške za programske proizvode, ili
- ponovno izvršenje usluga ili, ako Premium software ne može suštinski ispraviti neko kršenje Premium software jemstava na komercijalno prihvatljiv i razuman način, vi možete prekinuti korištenje odgovarajućih pratećih usluga i zatražiti povrat Premiumu software plaćene naknade za te manjkave usluge

E. Osiguranje od odgovornosti

Ako neko tvrdi da ili vi ili Premium software ("Primalac") krši njegova intelektualna ili

vlasnička prava informacijom, dizajnom, specifikacijama, uputstvima, programima, podacima ili materijalima ("Materijal") datim od strane vas ili Premiuma software ("Isporučilac"), Isporučilac će zaštititi Primaoca, ako Primalac učini sledeće:

- obavesti Isporučioca u pisanoj formi, bez odgađanja, najkasnije u roku od 30 dana od dobijanja zahteva treće osobe (ili ranije, ako to propisuje važeći zakon)
- da Isporučiocu isključivu kontrolu nad odbranom i svim pregovorima o nagodbi
- pruži Isporučiocu sve informacije, ovlašćenja i pomoć koji su potrebni za odbranu ili nagodbu povodom zahteva

Ako Isporučilac smatra ili je utvrđeno da je bilo koji Materijal povredio nečija prava intelektualnog vlasništva, Isporučilac može odabrati da ili modifikuje Materijal na način da ne krši tuđa prava (a da pri tome u osnovi zadrži svoju svrhu ili funkcionalnost), ili da pribavi licencu za odgovarajući Materijal, koja će omogućiti nastavak korištenja, ili, ako te opcije nisu prihvatljive iz komercijalnih razloga, Isporučilac može okončati licencu za dotični Materijal, tražiti povrat Materijala i nadoknaditi Primaocu uplaćenu naknadu za Materijal i neiskorišteni deo plaćene tehničke podrške za licence.

Isporučilac neće zaštititi Primaoca, ako je Primaoc izmenio Materijal ili ga koristi van svrhe njegove upotrebe navedene u Isporučiocevoj dokumentaciji ili ako Primaoc koristi neodgovarajuću verziju Materijala, te ako je tvrdnja o povredi prava mogla biti izbegnuta korištenjem trenutno važeće verzije Materijala, osiguranom Primaocu.

Isporučilac neće dati odštetu Primaocu ni za jedan odštetni zahtev zasnovan na informacijama, dizajnu, specifikacijama, uputama, programima, podacima ili materijalima, koje nije dostavio Isporučiocu. Premium software vas neće zaštititi, ako je tvrdnja o povredi prava proistekla iz kombinacije programa ili bilo kojih proizvoda ili usluga, koje nije isporučio Premium software. Ovaj član određuje strankama isključivi pravni lek za bilo koju tvrdnju o povredi prava ili štetama.

F. Tehnička podrška

Tehnička podrška koju Premium software pruža se sastoji od:

- Pretplate na nove verzija programa (*Software Update*)
- Podrške za proizvod (*Product Support*)
- Drugih godišnjih usluga tehničke podrške

Ako se ugovori, godišnja tehnička podrška (uključivo prve i svih narednih godina) pruža se u skladu s Premium software pravilima pružanja tehničke podrške važećim u momentu pružanja usluge. Tehnička podrška podleže promenama po Premium software diskrecionoj odluci. Međutim, Premium software neće materijalno smanjiti nivo pruženih usluga za podržane proizvode kroz vreme za koje je tehnička podrška plaćena. Tehnička podrška počinje teći od momenta zaključenja Ugovora o tehničkoj podršci.

Ugovor o tehničkoj podršci se ugovara na trajanje od 1 do 3 godine. Ukoliko u periodu ugovora dođe do znatnog povećanja obima iskorišćavanja programa, Premium software

zadržava prava povećanja ugovorne naknade, ali garantuje da to povećane neće iznositi više od 35% računajući kao osnovicu ugovorenu naknadu.

Premium software zadržava pravo da prestane pružati usluge tehničke podrške za svoje programe. Na to ćete biti upozoreni unapred, kada Premium software odluči da će program prestati biti podržavan. Obaveštenja o prestanku pružanja usluga tehničke podrške podložne su promenama.

G. Prestanak Licence

Ako Sticalac licence prekrši uslove i odredbe Licence i ne ispravi takvo kršenje u roku od 30 dana od dostave pisane specifikacije kršenja, Premium software može jednostrano ukinuti ovu Licencu. U slučaju da Premium software ukine ovu Licencu u skladu s odredbom prethodne rečenice ili članom E. Osiguranje od odgovornosti, u roku od 30 dana dospevaju na naplatu svi iznosi koji su bili dospeli pre raskida ove Licence, kao i iznosi koji su ostali neplaćeni za programe i/ili prateće usluge.

Osim za neplaćanje naknada, Premium software je saglasan da produži rok od 30 dana tako dugo dok Sticalac Licence produžava s razumnim naporima da otkloni prekršaje. Saglasni ste da, ako kršite uslove Licence, više nećete biti ovlašteni koristiti naručene programe i/ili usluge.

H. Naknade i porezi

Sve naknade, koje dugujete Premium software, dospevaju u roku od 8 dana od izdavanja računa. Saglasni ste da ćete platiti sve poreze na promet, porez na dodatu vrednost i druge slične odgovarajućim zakonom utvrđene poreze i takse, koje Premium software mora platiti na osnovu prodaje pprograma i/ili pratećih usluga, osim poreza na dohodak Premium software. Takođe, nadokadićete Premium software sve razumne troškove povezane s izvršenjem usluga. Naknade navedene u cenovnicima, ponudama, narudžbenicama ili ugovorima ne uključuju poreze i troškove.

I. Tajnost informacija

Korišćenjem prenetih licencnih prava ili/i izvođenjem pratećih usluga svaka od strana može imati pristup informacijama koje su poverljive za drugu stranku ("poverljive informacije").

Poverljive informacije obeju strana neće obuhvatati informacije:

- koje jesu ili postanu javno dostupne (public domain) bez činjenja ili propusta druge strane
- koje su bile u zakonitom posedu druge strane pre saopštenja pod uslovima da ih ta druga strana nije pribavila, neposredno ili posredno, od strane koja ih saopštava
- koje su zakonito saopštene drugoj strani od treće osobe bez ograničenja daljnjeg saopštavanja
- koje su nezavisno razvijene od druge strane

Svaka od strana je saglasna da će čuvati tajnost poverljivih informacija druge strane u trajanju od tri godine računajući od dana saopštavanja. Takođe, obe strane su saglasne da će saopštiti poverljive informacije samo onim zaposlenima ili vanjskim saradnicima, kojima je

potrebno da ih poseduju pri izvršenju obaveza i od kojih se očekuje da ih zaštite od neovlaštenog objavljivanja. Ništa neće sprečavati nijednu od strana pri saopštenju uslova ili cena u slučaju pravnog postupka vođenog u vezi s ovom Licencom. Premium software ima pravo navođenja Sticaoca licence u listi referenci

J. Ograničenje odgovornosti

Premium software neće biti odgovoran ni za kakvu indirektnu, slučajnu, posebnu, kaznenu ili posledičnu štetu, kao niti za izgublenu dobit, prihod, podatke ili upotrebu podataka. Premium software maksimalna odgovornost za bilo kakvu štetu koja proizlazi iz ili je povezana s ovom Licencom, ugovornu ili van ugovornu, ili na drugu način, biće ograničena na naknade koje ste vi platili Premium software-u za manjkavi program ili prateće usluge. Ni u kojem slučaju Premium software odgovornost proistekla iz ove Licence ili u vezi s njom neće nadmašiti ukupnu vrednost naknada plaćenih Premium software.

M. Opšte odredbe

Odredbe ove Licence su podvrgnute obligacionom i procesnom pravu Srbije, te ste i vi i Premium software saglasni podvrgnuti se isključivoj stvarnoj i mesnoj nadležnosti suda u Novom Sadu, Republika Srbija.

U slučaju bilo kakvog spora s Premium software ili ako želite dostaviti obavest o nečijoj tvrdnji da kršite njegova prava ili ako ste postali insolventni ili ste podvrgnuti nekoj sličnoj pravnoj proceduri, promptno ćete o tome poslati pisanu obavest na adresu:

Premium software doo
Bulevar Oslobođenja 88
21000 Novi Sad
Srbija

Nije vam dato ovlašćenje da izvršite prenos prava iz ove Licence ili prenos programa i/ili bilo koje naručene usluge ili prava na njih bilo koju fizičku ili pravnu osobu. Niti jedna akcija, bez obzira na oblik, koja bi proizišla iz ove Licence ili je povezana s njome, ne može biti preduzeta ni s jedne strane nakon proteka dve godine od nastanka uzroka za provođenje takve akcije, osim u slučajevima za neplaćanje ili kršenje Premium software vlasničkih prava nad programima.

Uz prethodnu pisanu najavu, datu 30 dana unapred, Premium software zadržava pravo kontrole vašeg načina korištenja programa. Saglasni ste da ćete saradivati s Premium software kontrolom i omogućiti razumnu pomoć i pristup informacijama. Saglasni ste da ćete u roku 30 dana od pisanog terećenja platiti sve naknade za upotrebu programa, koja izlazi van okvira datih ovom Licencom. Ako ne platite, Premium software vam može obustaviti tehničku podršku i uskratiti prava iz ove Licence. Saglasni ste da Premium software neće biti odgovoran ni za kakav trošak nastao u saradnji prilikom kontrole načina korištenja programa.

N. Viša sila

Nijedna od strana neće biti odgovorna za neuspeh ili odgodu izvršenja, ako je do toga došlo

zbog: rata, neprijateljstva ili sabotaže; Božje volje; prekida u funkcionisanju električne, internetske ili telekomunikacijske mreže, koji nije uzrokovan delovanjem ni jedne od obiju strana; vladinih restrikcija (uključivo uskraćivanje ili poništenje izvoza ili licenci); ostalih događaja izvan razumne kontrole obeju strana.

Obe strane učiniće razumne napore da izbegnu posledice nastale zbog više sile. Ako takva situacija potraje duže od 90 dana, svaka od strana može u pismenom obliku otkazati daljne izvršenje neizvršene usluge. Ovaj član ne daje za pravo bilo kojoj strani da ne poduzme razumne korake i ne sledi svoje normalne postupke otklanjanja posledice katastrofe ili obaveze da plati izvršene usluge.

Sticalac Licence: _____	Premium software doo Novi Sad
Ovlašćeni zastupnik: _____	Ovlašćeni zastupnik: _____
Funkcija: _____	Funkcija: Direktor
Delovodni broj: _____	Delovodni broj: _____
Datum potpisivanja: _____	Datum potpisivanja: _____

Potpis ovlašćenog zastupnika
Sticaoca Licence

(M.P.)

Potpis ovlašćenog zastupnika
PREMIUM Software

(M.P.)