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GENERAL LICENSING CONDITIONS

ALIAS SCREEN DESIGNER PLUG-IN

IMPORTANT: PLEASE READ THESE GENERAL LICENSING CONDITIONS CAREFULLY BEFORE CONFIRMING YOUR ORDER.

CAUTION:

THE ALIAS SCREEN DESIGNER PLUG-IN IS A SOFTWARE PROGRAM DESIGNED TO BE USED EXCLUSIVELY WITH THE ECLIPSE DEVELOPMENT PLATFORM (further information at <http://www.eclipse.org>)

The downloading, installation or use of the Alias Screen Designer plug-in or any part of this plug-in (hereafter referred to as the "Software") implies your acceptance of the following terms and conditions (hereafter referred to as the "General Conditions"). The Alias Screen Designer plug-in and each of its components will be referred to in this document by the term "Software". In accepting these general conditions, you hereby declare that you are aged 18 years old or over and are legally authorized to enter into a binding legal agreement. If you represent a business, you also hereby declare that you are duly authorized to undertake commercial activities in the country or countries in which you have commercial activities and that your employees, managers, representatives and other agents using the Service are duly authorized to access it and to commit your company to these General Conditions.

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1.5 "Update" refers to improvements and/or functional patches for the Software supplied by the Licensor.

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Some parts of the Software are designed to be used in conjunction with the functions of the Eclipse software. Consequently, the use of these aspects of the software is also subject to the conditions consultable at the following address: <https://www.eclipse.org/org/documents/epl-v10.php>

12- Miscellaneous provisions

12.1 Unless specific instructions to the contrary apply, it is expressly agreed between the Parties that e-mail and other computerized communication methods between the Parties will have the same evidential value as a written document.

12.2 Transferability

The Licensor is authorized, at its sole discretion, to transfer all or part of its rights or obligations under the terms of the present conditions. The Licensee is not authorized to transfer any of his rights or obligations under the terms of the present conditions and any attempt to do so will be considered as null and void.

12.3 Severability. Each of the clauses of this Contract must be interpreted, to the fullest possible extent, in such a way that it remains valid with regard to the legislation applicable to it. If any of the stipulations of this Contract is found to be illegal, invalid or inapplicable under the terms of any legislation and/or is declared illegal, void or inapplicable by any court or competent administrative authority by means of an enforceable decision, that stipulation will be considered not to have been written, without however affecting the validity of the other stipulations, and will be replaced by a stipulation with a valid legal effect and an equivalent economic effect, which the Parties agree to negotiate in good faith, as the parties would have done initially had they known that the said stipulation was illegal, void or inapplicable.

12.4 English version. An English version of the present conditions is available. Despite this, only the French version will be used for their interpretation.

13- JURISDICTION AND APPLICABLE LAW

13.1 The present Contract is concluded under Luxembourgish law, to which it is subject for its performance.

13.2 ANY DISPUTE BETWEEN THE PARTIES CONCERNING THE CONSTITUTION, PERFORMANCE AND/OR INTERPRETATION OF THE CONTRACT WILL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURT OF LUXEMBOURG. THIS ATTRIBUTION OF JURISDICTION WILL ALSO APPLY IN SUMMARY PROCEEDINGS OR CASES CONCERNING THE INTRODUCTION OF THIRD PARTIES OR THE EXISTENCE OF MULTIPLE DEFENDANTS.

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