



<b>Avid Technology GmbH</b>	
Zeppelinstr. 1 D-85399 Hallbergmoos Germany	Tel.: 0049-811-5520-380 Fax: 0049-811-5520-999

## Quotation / Order Form

Reference number:	<input type="text" value="XSI base"/>
Required delivery date:	<input type="text" value="after payment"/>
Payment terms	<input type="text" value="Date of invoice; bank transfer&lt;br/&gt;upfront shipment"/>
Installation required Y/N :	<input type="text" value="no"/>
VAT number if available:	<input type="text"/>

**Purchaser's invoice address**

**Delivery address if different**

**Email:**

Qty	Part Code	Description	List Price per item	Net price
	<b>0500-03728-01</b>	<b>SOFTIMAGE XSI Foundation Windows v4.0</b>	<b>449,00 €</b>	
		<b>including for free:</b>		
<b>1</b>	<b>0010-06978-01</b>	<b>The Softimage Production Series 5 DVD-Rom set</b>	<b>180,00 €</b>	<b>free</b>
		<b>One set per order (customer) not per license</b>		
AVID will process the order and email a proforma invoice to the customer with the request to transfer the invoiced amount. Once Avid has received the payment the shipment will be initiated				
<b>Extended Total, including shipping, excluding VAT and customs</b>				<b>EUR</b>

**Special Notes:**

I hereby confirm that I am an authorised signatory and that I accept this quotation and confirm an order on these terms on behalf of the Purchaser

Signed by:.....

**Customer Purchase Order Number:**

Name:-.....

Date:-.....

This order is subject to Avid Technology International BV standard terms and conditions as attached. E&O.E.  
 Quotation valid for 14 days from date issued

**AVID TECHNOLOGY INTERNATIONAL B.V.**

This Agreement between AVID Technology International B.V. ("AVID") and the purchaser/licensee (referred to as "you") listed on the other side of this Sales Order Form or Quotation ("the Order Form"), is effective upon acceptance by AVID of your signed Order Form. The placing of an order with AVID shall by itself constitute acceptance of these terms and conditions.

**1. Definitions (as used in this Agreement):**

- (a) "Documentation" means the user guides, reference manuals, installation materials and other written materials relating to the System(s) which AVID provides to you.
- (b) "Hardware" means the computer and/or other equipment specified on the Order Form. The Hardware ordered may contain refurbished parts.
- (c) "Software" means all software, in object code only, listed on the Order Form and provided by AVID to you hereunder, together with all firmware, technology contained in circuit boards, AVID-authorised updates, replacements or modifications provided to you. The Software may include software licensed to AVID by third parties.
- (d) "System" means an integrated hardware/software system furnished to you by AVID and comprised of the Hardware and/or Software and related Documentation.

**2. Price and Payment.**

The price and payment terms for the System(s) are 30 days from date of invoice unless stated otherwise on the Order Form. All prices for the System(s) are exclusive of all excise, sales, use, transfer and other taxes and duties imposed by any Federal, state, municipal or other governmental authority, all of which taxes and duties must be paid by you. Overdue amounts will bear interest at the rate of 3% above Barclays Bank base rate or such lower rate as is the highest rate permitted by applicable law.

**3. Delivery, Risk and Title to the System**

(a) Unless otherwise agreed in writing between the parties, all packing and methods of shipment will be selected by AVID, but AVID will not assume any liability in connection with shipment nor constitute any carrier as its agent. (b) All sales are CIP (Incoterms 2000) delivery point specified on Order Form. Risk of loss for System(s) shall pass upon the earlier of delivery to you or to a carrier for shipment to you. AVID will use reasonable efforts to meet requested delivery dates, but will not be liable for its failure to do so.

(c) Title to the Software and Documentation shall at all times remain in AVID. For the avoidance of doubt, the copyright and all other intellectual property rights which subsist in the Software and the Documentation are and shall remain the property of AVID. Your right to use the Software and the Documentation is subject to the licence specified in Section 4 of this Agreement.

(d) Subject to sub-Section 3(e), title to the System(s) shall remain in AVID until full payment of all sums (including VAT or other applicable taxes) due under this or any other Agreement from you to AVID have been made. Until title passes you shall hold all System(s) as bailee for AVID and as AVID's fiduciary agent and shall store the System(s) separately from those of third parties at no cost to AVID in such a way that they are easily identifiable as the property of AVID.

(e) Without prejudice to any other rights, if you are in breach of these terms AVID may recover and resell any or all of the System(s) supplied to you upon demand at any time before title has passed to you. You undertake to give access to your premises and the System(s) to enable AVID to retake possession of the System(s).

(f) If you resell any System(s) in your possession notwithstanding that title in the System(s) has not passed to you the proceeds of any such resale ("the Resale Proceeds") shall belong to AVID until you have made full payment for the System(s) and until such time the Resale Proceeds shall be held by you in a fiduciary capacity on behalf of AVID and shall be kept in a separate account without prejudice to AVID's rights to trace the same if you fail to keep such proceeds separate.

(g) For the avoidance of doubt, the parties intend that this Section 3 shall not operate to create or confer any form of security interest over property.

(h) Each sub-section (c) to (g) above shall be construed to take effect as a separate section. If for any reason whatsoever a sub-section should be unenforceable the others shall remain in full force and effect.

(i) System(s) provided by AVID may be subject to regulations issued by the Department of Trade and Industry and the United States Department of Commerce. These regulations impose restrictions as to the ultimate destination of the System(s) and require that certain documents be completed and records maintained. You confirm that you are not a denied party and agree to conform with these requirements and further agree not to undertake any export of the System(s) without prior written consent of the requisite legislative bodies.

**4. Software License:**

(a) AVID grants, and you accept, a non-exclusive, non-transferable license, without the right to sublicense or rent (except as provided in section 4 (c) below), subject to the terms and conditions of this Agreement, and the terms of the End User License Agreement embedded in the Software (i) to use the Software on and in connection with the Hardware and, (ii) to use the Documentation, in each case for your internal purpose only. You will make no copies of the Software or Documentation, except that you may make one copy of the Software solely for back-up purposes. Title to and ownership of the Software and the Documentation, including patents, copyrights, trademarks and proprietary rights applicable thereto, shall at all times remain solely and exclusively with AVID.

(b) You will take all reasonable steps to safeguard the Software and the Documentation and to ensure that no unauthorised persons have access to the Software or the Documentation, and that no persons authorised to have such access shall take any action which would be prohibited by this Agreement if taken by you. You will not (save as permitted by any mandatory provision of applicable law), directly or indirectly, reverse engineer or reverse compile the Software or the Software, in whole or in part. You will include and will not alter or remove any copyright, patent, trade secret, proprietary and/or other legal notices contained on or in the System, including the Software or the Documentation. The existence of any such notices on or in the System shall not be construed as an admission that publication has occurred.

(c) You may rent the System to third parties, provided that you will remain responsible for all of your obligations hereunder and for ensuring that each such third party complies with all obligations hereunder.

(d) The Software may be accompanied by a dongle. You are advised to insure your dongles against loss or theft.

**5. Confidentiality:**

You acknowledge that the System(s) contain proprietary and confidential property of AVID and/or AVID's licensors (collectively, "Confidential Information") you will not disclose, provide or otherwise make available any such Confidential Information to any person other than your employees who need to have access thereto to carry out their duties.

**6. Warranties:**

(a) AVID warrants that the Hardware will be free from defects in materials and workmanship when given normal, proper and intended usage for the period specified in AVID's applicable warranty policy. AVID warrants that the Software will perform substantially in accordance with AVID's published specifications in effect at the time of delivery for the applicable warranty period.

This warranty does not apply to expendable components, such as, but not limited to, computer diskettes and tapes. AVID does not warrant that use of the Products will be uninterrupted or error-free. (b) If AVID determines that the Product(s), or the component parts thereof, for which you have requested warranty service are not eligible for warranty service, you will pay or reimburse AVID for all reasonable costs of investigating and responding to such request at AVID's then prevailing time and materials rates. If AVID provides repair service or replacement parts that are not covered by the warranty provided in this Section, you will pay AVID at AVID's then prevailing time and materials rates.

(c) AVID shall have no obligation to provide warranty or maintenance service in respect of claims resulting, in whole or in part, from (i) catastrophe, fault or negligence, (ii) improper or unauthorised use or repair of the Product(s), (iii) use of any Product(s) in a manner which it was not designed, (iv) causes external to the Product(s) such as, but not limited to, power failure or electric power surges, or (v) use of the Product(s) in combination with equipment or software not supplied or approved by AVID.

(d) Notwithstanding the above, no warranty shall apply to Hardware and Software which is designated as "limited release" or "pre-release" or otherwise as not being subject to warranty. All such Hardware and Software is provided AS IS AND WITH ALL FAULTS and without warranty of any kind.

(e) Products covered by warranty shall be returned to AVID in accordance with AVID's return requirements that may be notified to you from time to time.

EXCEPT AS STATED ABOVE, AVID NEGATIVES AND DISCLAIMS ALL WARRANTIES, TERMS, CONDITIONS OR REPRESENTATIONS WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL OR WHETHER STATUTORY, COLLATERAL OR OTHERWISE, WITH RESPECT TO THE PRODUCT(S) OR ANY COMPONENT PARTS THEREOF, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY, TERM, CONDITION OR REPRESENTATION OF SATISFACTORY QUALITY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. Limitation of Liability:**

UNDER NO CIRCUMSTANCES SHALL AVID OR ITS LICENSORS BE LIABLE FOR AN AMOUNT GREATER THAN PAYMENTS MADE TO AVID BY YOU PURSUANT TO THIS AGREEMENT IN RESPECT OF THE PARTICULAR PRODUCT GIVING RISE TO THE LIABILITY, REGARDLESS OF THE THEORY OF LIABILITY. THIS CLAUSE SHALL ONLY APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**8. Exclusion of damages:**

IN NO EVENT SHALL AVID OR ITS LICENSORS BE LIABLE TO YOU (A) FOR LOSS OF DATA, LOSS OF PROFITS OR REVENUE (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR LOSS OF OPPORTUNITY OR (B) FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE ARISING THEREFROM OR FROM THE SALE OF PRODUCT(S) OR THE LICENSE OF THE SOFTWARE AND DOCUMENTATION OR THE USE OF ANY OF THEM OR THE PROVISION OF MAINTENANCE WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE EVEN IF AVID HAS BEEN INFORMED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE OCCURRING. THIS CLAUSE SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

AVID DOES NOT EXCLUDE (A) LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OF AVID, ITS EMPLOYEES OR AUTHORISED REPRESENTATIVES OR (B) LIABILITY FOR FRAUD.

**9. Default and Termination:**

If you fail to perform any of your material obligations hereunder, AVID will offer you 15 days' opportunity to cure such non-performance. Upon expiry of such period without such nonperformance being cured AVID may by immediate written notice terminate this Agreement, including the license of the Software and the Documentation. Termination shall be in addition to any other rights and remedies AVID may have. Within seven days of any such termination of this Agreement by AVID, you will return to AVID the original and all copies of the Software and the Documentation, or, upon AVID's request, destroy such original and copies and provide AVID with written verification of their destruction.

**10. Compliance with Laws:**

You will be responsible for obtaining all permits or licenses required in connection with the purchase, shipment, installation and use of the System(s), including any licenses required under the Export Administration Act, the Arms Export Control Act or other laws.

**11. General:**

(a) No counterclaim or set off by you may be deducted from any payment due on any account whatsoever without AVID's prior written consent.

(b) This Agreement supersedes all prior agreements and understandings between the parties (whether written or oral) related to the subject matter herein and is intended by the parties to be the complete and exclusive statement of the terms of their agreement. Any proposed variations from or additions to this Agreement contained in any purchase order or other communication which you submit to AVID will be null and void unless agreed to in writing by an authorised representative of AVID. You shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligent or innocent) of any person other than as expressly set out herein, in which event the only remedy available to you shall be for breach of contract. Nothing in this section 11(b) shall operate to limit or exclude liability for fraud or other liability which cannot be excluded by law.

(c) If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, so far as permissible, such invalidity or enforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

(d) To the maximum extent legally permissible, no provision of this Agreement shall be enforceable by any third party under any express provision of law or otherwise.

(e) Neither this Agreement nor your rights (including the license) hereunder may be assigned by you, except to a third party which shall have agreed in writing with AVID prior to the assignment to be bound by your obligations to AVID.

(f) The remedies contained herein are cumulative and in addition to any other remedies at law or equity. AVID's failure to enforce, or waiver of a breach of, any provision hereof shall not constitute a waiver of any other breach of such provision. (g) AVID shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, war, riots, acts of civil disorder, labour disputes, failure or delay of transportation or telecommunications, or by vendors or subcontractors, or any other similar cause or causes beyond its reasonable control.

(h) The terms and conditions of this Agreement will be held as confidential by both parties hereto, provided, however, that either party may cite that you are a user of the System(s).

(i) This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

20 Nov 03

**AVID Technology International B.V., a company registered in the Netherlands with its principal place of business at Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland.**