

General Terms and Conditions of Sale and Delivery for GiAPA



1. Prices and Payment

GiAPA license prices cover the software security code required to activate the programs that analyze and expand the collected performance data into the data bases used for reporting. Prices do not include taxes why any taxes are added to the cost. Payment terms are net cash 30 days. Late payments are invoiced at an interest rate of 1% per month.

2. Delivery

GiAPA is supplied over the Internet from the iPerformance homepage www.giapa.com as a zipped file that is password protected. The software is launched via a *SAVF (save file) and the user manual is the attached PDF. Installation instructions and software tutorials are available on the homepage. Further assistance on how to use our product will elicit payment and can be requested from the supplier. Updates / new versions are supplied automatically online.

3. Product Protection

The customer is obliged to take any actions necessary in order to secure that the product and its documentation are not accessible to other companies or to individuals who are not employees or subcontractors of the customer.

4. Usage

The parts of the product which require a software security code may only be used on the serial and LPAR number(s) as specified on the product invoice. A transfer of a license to another serial number can be arranged after a hardware change if the license is under maintenance. The security code allows analysis of data originating from the serial and LPAR number(s) for which the license is purchased.

5. Ownership of the Product

Purchase of a GiAPA license only entitles the customer to the usage, not to the title of the software product.

6. Disclaimer

The products are sold with no direct guarantee for functionality. Supplier takes no responsibility for any losses, economic or otherwise, directly or indirectly, such as less gain than expected, loss of income etc. that may occur to customer despite the fact that such situations may have been protested.

7. Maintenance

On year product maintenance is included with the purchase of a license, and will thereafter automatically be invoiced for a year at the time. The amount will be invoiced in advance based on the current pricelist (any price increases will be communicated to customer with 3 months notice). Customer(s) may terminate the maintenance with one month's notice at the start of a maintenance period.

New versions of the product will be delivered at no charge while under maintenance, and customer has the right to use the hotline support and to report possible malfunctioning of the current version of the product, should it not perform according to the specifications in the current manual. Such reported errors will be corrected as quickly as possible and incur no charge for the customer. Licenses under maintenance can be moved to another serial number.

8. Escrow

iPerformance will in connection with the release of a new version / model of GiAPA deposit a copy of the source code in escrow known to the law firm Joachim Brøns, Amagertorv 33, 1160 Copenhagen, Denmark, telephone 40785796.

9. Applicable Law and Venue

Any dispute which may arise relating to this Agreement shall be solved in accordance with Danish law before the Commercial and Maritime Court of Copenhagen as agreed venue.

December 2024