Itzhaki-Weinberger Consultants (IWC) Ltd.
P.O. Box 102, Givataim 5310002, Israel

The opening of the "CLC" package or the use of the software indicates your acceptance of the terms set forth below, and creates a legal agreement between you and Itzhaki-Weinberger Consultants Ltd. (Referred to as "IWC").

CLC – Charset & Language Categorizer License Agreement

Between: Paz Itzhaki-Weinberger and/or Itzhaki-Weinberger Consultants Ltd. and/or whoever on their behalf holding rights on the software.
(Henceforth referred to as **"IWC"**)

And: The customer whose details are printed on the invoice / software / signed on this license agreement.
(Henceforth referred to as **"The Client"**)

Opening statements

As   IWC is the developer and owner of the exclusive copyright and distribution and marketing rights of the "CLC" automatic language and Charset identification software (Henceforth referred to as **"The Software"**)

And as IWC give the client a time-limited license to use the software (the software is not sold, but the client is given a time-limited, nonexclusive, nontransferable use license – Hence forth referred to as "**The License**")

And as The client desires to receive personal use rights of the software for his needs only.

It is declared and agreed between both sides that:

1. The opening statements and beginning of the license agreement are an essential part of the license agreement itself.

2. **Copyright**

   2.1. The copyright and ownership of the software will remain IWCs.
   The client will be given a time-limited, nonexclusive, nontransferable use license.

   2.2. The client agrees not to sell and/or distribute the software and/or any part thereof (including the user manual, hereby declared as classified and viewable by the client and IWC only) and/or information relating to the software and/or information regarding the operation of the software and/or copy it to a third party without clear, formal and written authorization of IWC.
   The client is also obliged to prevent any such sale / distribution / copy by neglect.

   2.3. The client affirms that the software, information and professional & commercial secrets are the exclusive property of IWC.

   2.4. The client also obliges not to copy / distribute / sell etc. the MLF (module language files) provided to him by IWC with the software, including all MLFs generated by him using the CLC software.
   MLFs generated by the client are for his own use by using CLC only.

3. **License Use Period**

   3.1. The period of use is 36 continuous months, starting with the date of purchase of the software.

   3.2. However, IWC may extend the 36 months use period to a maximum of another 6 months (42 continuous months total) without additional payment by the client. Such extension is valid only with written authorization.

   3.3. The period of 36 months will start immediately with the purchase of the software, regardless of whether it has been in use or not.

   3.4. It is hereby clarified that IWC does not provide "Trial periods" for the software under any circumstance – the use of the software is given only to full, license-buying customers.

4. **"IWC" main obligations**

   4.1. IWC will provide technical support for 7 business days proceeding purchase. Support will be given during regular office hours, and providing the client, and/or relevant employees posses reasonable knowledge and understanding of "Windows" operating environment and "DOS" operating environment as well as have consulted the user manual prior to the request for support.

   4.2. IWC will correct error or bugs in the software if possible and in a reasonable period of time, providing IWC is notified of such errors or bugs by the client and the client completed payment of all his license fees.

5. **Client main obligations**

   5.1. The client agrees not to make, whether himself and/or by others, directly and/or indirectly, any addition, reduction, change, translation, amending, matching or adjustment in the software or its accompanying documentation.
   IWC will not be responsible for any client-made changes to the software and its function.

   5.2. It is hereby stated that the source code of the software is the exclusive property of IWC and was not bought by the client.
   The client purchases only a time-limited, nonexclusive, nontransferable use license of a runtime version for his own use according to the terms of this license agreement.
   The client agrees not to make, initiate or allow, in any way, whether himself and/or by others, directly and/or indirectly, reverse engineering of the software.

   5.3. The client hereby declares in front of IWC, not to make any illegal use of the software and the software's abilities & features.

   5.4. The client declares that he is fully aware of the fact that the runtime version given to him includes a secret digital signature, enabling IWC to determine the source of an unauthorized copy of the software if such a copy is found.

6. **License Fees**

   6.1. The client agrees to pay IWC license fees for the duration of 36 months as agreed between him and IWC in an official price quote given to him.

   6.2. The client declares he is aware that IWC may reduce or cancel the use period entirely were the client not to pay the full license fees.

   6.3. Once the 36 month period is over, the client will pay IWC additional license fees for 36 more months if the client desires to continue using the software.

   6.4. License fees are not connected in any way to the extent of use of the software. IWC need to be paid, even if the client were not to use the software at all. Not using the software does not exempt the client from paying the license fee..

   6.5. Partial payment of the license fee may lead to withdrawal of all client privileges.

   6.6. The client agrees to pay for each additional hour of support / guidance provided to him by IWC, after the 7 day period of free support, the sum of 250$ (Two-Hundred and fifty U.S dollars).

7. **Compensation**

    7.1. The client declares that he is aware that the software is protected under national and international copyright laws, and that illegal copying of the software and/or any violation of copyright of IWC is subject to taking civilian legal action including restraining orders and money compensation to IWC and is also, in addition to being subject to civilian measures, a criminal offense as of amending 5 to the Israeli copyright law 1988, which authorizes Israeli courts to sentence to 3 years imprisonment and/or 250,000 NIS (NIS = New Israeli Shekel) fine for such crimes.

    7.2. The client declares that he fully understands the great amount of damage that IWC may suffer from in case this license agreement or any of his terms are violated.

    Based on this understanding, the client agrees to pay IWC immediately upon demand the agreed compensation fee of 500,000 NIS (Five-Hundred thousand New Israeli Shekels) in case of a violation of any of the terms agreed upon in this license agreement (any violation - by himself, by any of his employees and/or by any third party)

8. **Limited warranty & liability**

    8.1. IWC's warranty and liability is limited only to the expressed in section 4 of this license agreement.

    8.2. IWC will not be liable to any other damage, expressed or unexpressed/implied, including direct, indirect, special, consequential and non-consequential damages, also including loss of profits, revenue, data or any other loss or damage.

    This limited warranty and liability is valid to the client and/or any third party, and includes all compensation or damages that may be caused by this license or by the way it was performed, and/or by the software and/or by IWC and/or by action taken and no action taken and/or by use or no use of the software, of information/data produced by the software and/or changed by it.

    8.3. The software is provided "AS IS", no warranty whatsoever, expressed or implied, including the function and work of the software itself or any parts of it or accuracy of it, including no warranty that the software will continue to operate without stops / errors / bugs or at all.

    8.4. The client agrees and declares that he will have no claims from IWC regarding any damage he suffered, including loss of income, revenue, profits, delay in activity or any other damage or undesired consequence caused by using the software, installing it or acting according to this license agreement.

9. **General**

9.1. This agreement is the only full agreement between the sides.
Apart from the terms, declarations, obligations and rights described in this agreement, no other agreement, written or oral, direct or implied or in any other way is valid regarding to the use of the software.

9.2. The client may use the software on up to 20 computers used by him and/or his employees and/or people acting on his behalf at a time.
Unless, IWC has chosen to inform the client in writing of a change in this number, and has noted so on the invoices.
IWC recommends limiting the distribution of software between employees / client computers, in order to narrow chances for an unfortunate case of illegal distribution of the software, causing damages to both IWC and the client.

9.3. It is agreed and declared that the laws of the state of Israel shall govern all issues arising under or relating to this agreement.

9.4. All disputes arising under or relating to this agreement shall be resolved exclusively in the appropriate Israeli court sitting in Tel-Aviv, Israel.

9.5. It is agreed that this agreement will not be governed by any other country's law apart from Israeli law, and especially not by the United Nations convention on contracts for the international sales of goods, the application of it expressly excluded.