

End User License Agreement for APP Helmond Software

Please read this End User License Agreement ("EULA") before You purchase an Unlock File for the Software and subsequently download and use the Software.

By purchasing an Unlock File and/or downloading and using the Software, You agree, without reservation, to be bound by the terms of this EULA. If You do not agree with the terms of this EULA, please do not purchase an Unlock File and/or download and use the Software.

If You accept the terms and conditions in this EULA on behalf of a company or other legal entity, You warrant that You have full legal authority to accept the terms and conditions in this EULA on behalf of such company or other legal entity, and to legally bind such company or other legal entity.

You may not accept this EULA if You are not of legal age to form a binding contract with APP Helmond.

0. Definitions

In this EULA the expressions below shall have the meaning assigned to them in this clause, unless the context requires otherwise:

- "Activate" turning the Trial version into the Full version of the same application with the Unlock File provided by APP Helmond;
- "APP Helmond" APP Helmond, a free-lance software development company, operating from The Netherlands;
- "Documentation" the detailed information about the Software, its features and the system requirements as made available on the website of APP Helmond, as amended from time to time;
- "Unlock File" a unique file provided by APP Helmond, which enables You to activate the Trial version or Full version by registering the file into the Software and to subsequently use the Software during the applicable license term;
- "Full version" the license for the Software for the term specified on the webpage of the store where You purchase the license, or in any applicable agreement concerning the purchase of the license (as stand-alone product) to Use the Software;
- "Software" any software application and/or all of the contents of the files and/or other media, including software setup files, licensed to You by APP Helmond, including any Updates;
- "Trial version" the license for the Software for the term of 14 days to Use the Software for the sole purpose of testing and evaluating the Software;
- "Updates" any modified versions and updates of, and additions to the Software (including upgrades of the Software);
- "Use" the access, download, install, copy or get benefit from using the Software in accordance with the documentation.

- "You" you, the final and ultimate user of the Software or the authorized representative of a company or other legal entity that will be the final and ultimate user of the Software, and the company or other legal entity that will be the final and ultimate user of the Software, if applicable.

1. General

- 1.1. This EULA applies to any licenses granted to You by APP Helmond for the use of the Software.
- 1.2. By purchasing an Unlock File for the Software and/or downloading and using the Software, You enter into this EULA with APP Helmond.
- 1.3. This EULA may be modified from time to time. APP Helmond will notify you of such modifications on its website or otherwise, e.g. by using the email address used for the provision of the Unlock File. Any modifications to this EULA shall only apply upon acceptance by You.

2. License

- 2.1. APP Helmond grants You a non-exclusive, non-transferable, limited, revocable license to Use the Software in accordance with this EULA. APP Helmond reserves all rights not expressly granted to You.
- 2.2. APP Helmond is and remains the owner of any intellectual property rights with respect to the Software. You shall not acquire any ownership to the Software as result of Your purchase of the Unlock File or Your Use of the Software.

3. Permitted use and restrictions

- 3.1. In order to be able to install the Software and receive Updates and upgrades, Your computer shall have access to the Internet and shall meet the system requirements described in the Documentation that can be found via the webpage: <https://www.apphelmond.com/eula>.
- 3.2. You may only Use the Software on computers which are owned and managed by You, or by the company you are part of. If You violate the mentioned use, APP Helmond may block the Unlock File.
- 3.3. You shall Use the Full version or Trial version in accordance with applicable laws and shall not:
 - Use the Trial version on any system where the Trial version was previously Used and expired;
 - rent, lease, lend, sell, redistribute, sublicense or otherwise commercially exploit the Unlock File, the Full version or the Trial version;
 - assign the Unlock File, the Full version or the Trial version without prior written approval of APP Helmond;
 - use the Full version or Trial version for any unlawful or illegal activity, or to facilitate an unlawful or illegal activity;
 - delete or alter any disclaimers, warnings, copyright or other proprietary notices accompanying the Software; or

- copy (except as otherwise provided in this EULA), adapt, translate, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Software and the Unlock File or any parts thereof, except to the extent permitted by applicable law;
 - distribute any Application from APP Helmond on online services, bulletin boards, or other electronic media without written permission of APP Helmond;
- 3.4. APP Helmond may modify the Software at any time at its sole discretion and without notice to You, for example to comply with applicable law or a court order, to avoid a third party infringement claim or to provide Updates and upgrades.
- 3.5. Upon completion of Your payment, the You will receive an Unlock File; this file will be put on Your name. This Unlock File is owned by APP Helmond, and is entrusted to You under certain conditions. You shall adhere to these terms and conditions, which can be found via the webpage: <https://www.apphelmond.com/Terms>. In addition, all the agreements in this EULA will apply.
- 3.6. You are allowed to use the results created with the Full version or Trial version for commercial purposes, such as posters, leaflets, billboards or other printed and electronic media, except when publishing the result may or will infringe any patent or other claimed or pending intellectual property which is not owned by APP Helmond.

4. Maintenance and support

- 4.1. APP Helmond will not automatically notify You of any available Updates and upgrades. You are responsible to install the latest versions in order to be entitled to receive full service when issues occur. Issues from older versions are not addressed, but can be addressed by APP Helmond in some agreed circumstances.
- 4.2. You will be entitled to receive Updates free of charge during the period of your License upon purchasing the Unlock File for the Full version.
- 4.3. Any maintenance and support provided by APP Helmond, including the provision of Updates and upgrades, will be provided in an adequate way on an "as is" basis without any warranty, as soon as reasonably practicable, subject to availability of time.

5. Disclaimer

- 5.1. You Use the Software at Your own risk and the entire risk as to satisfactory quality, performance and accuracy is with You.
- 5.2. The Software and accompanying documentation are provided on an "as is" and "as available" basis without warranty - express or implied- of any kind, and APP Helmond specifically disclaims the warranty of fitness for a particular purpose. No oral or written advice given by APP Helmond, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty and You may not rely upon such information or advice.

6. Liability limitation

- 6.1. The liability of APP Helmond and any third party that has been involved in the creation, production, or delivery of the Software for all damages arising out of or in any way relating to the License version, the Trial version, the Unlock File, the Software and/or this EULA shall never lead to any charges of any kind.
- 6.2. APP Helmond and any third party that has been involved in the creation, production, or delivery of the Software are under no circumstances liable for consequential or indirect damages (including damage for loss of profit, business interruption, loss of data, and the like arising out of the use or inability to use the Software).

7. Termination

- 7.1. This EULA will continue to be in force until the expiry or termination of the Full version or Trial version.
- 7.2. The Full version or Trial version will terminate automatically at the end of the applicable license term, unless renewed or Activated prior to the end of the applicable license term.
- 7.3. APP Helmond is entitled to terminate the Full version or Trial version by blocking the Unlock File during the license term with immediate effect and without prior notice in the event You fail to comply with the terms in this EULA, in the event You fail to pay Your fee for the Unlock File within the applicable payment term, or in the event APP Helmond is required to do so by law or an order of an applicable court.
- 7.4. Upon termination of the Full version or Trial version, You shall cease all use of the Software and shall destroy all copies thereof, and all copies of the Unlock File.
- 7.5. You acknowledge that the provisions of this EULA, which by their nature are intended to survive termination, will remain in effect after termination of this EULA.

8. Governing law and disputes

- 8.1. This EULA shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflicts of law rules.
- 8.2. Any dispute between APP Helmond and You shall exclusively be submitted to the competent court in The Hague, the Netherlands.

Effectivity Date: 1 January 2019