



End User License Agreement for software programs

Date: 2022-05-11

By downloading, installing or using the Program, You agree to accept and to be bound by the following: EULA, Terms and Conditions and Privacy Policy. If You do not agree with one of these, you must discontinue the download, installation or use of the Program. You must promptly remove the Program from your Computer, network or other device on which the Program is saved, stored or copied.

Your License

While the Program may be installed on one or on several Operating Systems on a Computer, use of the Program is limited to each Operating System. You are permitted to use the Program on Your own Computer or a Computer of Your employer (if your employer purchased the Active License for You), but only for Your own personal use or for the internal business use of Your employer. The Term of a License is perpetual. Your rights as an individual End User immediately terminate when Your employment or contract with the employer ends (if the program was purchased by your employer on your behalf), or the License is otherwise terminated as provided in this EULA.

These are the main types of software licenses:

- The Default License is for evaluation and non-commercial use. Some or the whole functionality of the Program could have delays.
- The Active License can be used if You or your Employer purchased the Active License and installed correctly the license file (conform to the instructions given at the time of purchase). The Active License can be used for commercial purposes. The Active License removes some or all of the delays related to licensed functionality. An Active License may have one or more variants for a specific Program. Only one variant is used at a time by one instance of the Program.

Permission is hereby granted, free of charge, to any person or organization obtaining a copy of the software and accompanying documentation covered by this license (the "Software") to use, copy, display, distribute, execute, and transmit the Software, and to prepare derivative works of the Software, all subject to the following conditions:

Use of the Program

You assume sole responsibility for determining the appropriateness of the Program for achieving your intended results. You further assume sole responsibility and all risk for the installation and use of the Program, and all data and results obtained from such installation and use of the Program. You assume complete responsibility for the selection, installation, use, and placement of hardware with which You use the Program. We do not warrant that the Program is suitable for your particular purpose or use. Nothing in this EULA shall prevent You from using the Program in any disaster recovery and/or preproduction environment or



process. You may, from time to time, copy and use the Program for purposes of archival or emergency backup, including, but not limited to the testing and operation of disaster recovery plans or other similar contingencies. These copies and the original Program may be stored in the possession of another person, so long as the storage does not result in the Program being used in violation of these terms. Your use of the Program as an End User must be consistent with this installation and use requirements. You shall be responsible for any acts and omissions of your End Users in connection with your obligations under this EULA.

Restrictions on Use of the Program

You may not use the Program for any purpose other than those expressly set forth in this EULA. You may not, in whole or part: alter, modify, decompile, disassemble, reverse engineer, rent, lease, loan or sublicense the Program; create derivative works from the Program; or, except as expressly permitted in this EULA, copy, reproduce, duplicate, transfer, distribute or provide others with the Program. In the event You copy, transfer, decompile, disassemble, or reverse engineer the Program or create a derivative work for another person in any form, except as is specifically authorized, then your License to use the Program shall be automatically terminated. You may not circumvent any security measures in the Program.

Intellectual Property

You acknowledge that as between You and the Authors, Authors owns all right, title, and ownership of the copyrights, and other intellectual property rights in and to the Program. Except as may be expressly stated herein, this EULA does not grant to You any rights to the Program or any rights to use the Documentation apart from the Software. Whenever the Program is reproduced, then the copyright notice must also be reproduced and displayed in its original or substantially original form. The Program is being provided by a non-exclusive license and not as a sale of the Program. You are only licensed to use the Program for the Term of the applicable License. By virtue of the License, You do not obtain or possess any ownership in the Program or any related copyright or other intellectual property rights in the Program.

Termination by You

You may terminate the License at any time by removing or destroying all copies of the Program, regardless of the form from your computer, or otherwise in your possession or control.

Termination by Us

Except as otherwise provided in an applicable License, your License to the Program and this EULA will automatically terminate under any of the following:

- (i) if You breach or fail to comply with any of the terms of this EULA;
- (ii) if You remove from your computer(s) and destroy all copies of the Program in your possession or under its control; or



(iii) if your License term ends, terminates or lapses including for failure to pay any renewal fee or pay any other applicable fee to extend or otherwise continue the Term of the License. For clarification, this License is immediately terminated in the event that You fail to comply with any term or condition of this EULA, whether or not we have knowledge of the failure to comply. We may also terminate this EULA upon reasonable notice to You.

Limited Warranty

In the event of any claim by you under this limited warranty, you must notify Us in writing describing in reasonable detail the nature of the nonconformity, and provide to Us sufficient detail to allow Us to reproduce the problem. The limited warranty contained in this section will not apply if, and to the extent that:

- the software is not used in accordance with this EULA or the documentation;
- the software or any part thereof has been customized, modified, altered or changed by anyone other than Us; or
- a malfunction in the software has been caused by any of your equipment or any third-party software.

As-is And Disclaimer of Warranties

The software is provided "as is" and with all faults, without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and non-infringement. There is no warranty that the use of or access to the program by you will be error free. There is no warranty that the functions contained in the program will meet your requirements.

In no event shall the authors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the software or the use or other dealings in the software.

You hereby acknowledge and agree that use of the Program shall be at your sole and exclusive risk and subject to all applicable rules, regulations and applicable laws. You hereby acknowledge that the Program may contain errors, inaccuracies and omissions. You assume any and all risks as to the results and performance of the Program, including any risk, damage, loss or harm from your use or downloading the Program.

Other Provisions

Except as permitted herein, You may not sublicense, assign, or transfer this License or EULA to another party, and any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this EULA shall be null and void and without any legal effect.

Amendment; Waiver



We may amend or modify this EULA at any time by posting a revised version on the official website or by otherwise notifying You through your account or other contact information that You provided.

Definitions

- "Activated" means that an appropriate License File has been copied in the right place, allowing the Program to fully operate.
- "Documentation" means the user guide, help information, content and/or other documentation and materials accompanying and associated with the Software, including associated media, printed materials and any online or electronic documentation provided by Us for use with the Software.
- "End User" means You or any person You permit to access the Program in accordance with this EULA.
- "License" means the license to use the Program as set forth in this EULA, as may be supplemented by any applicable License, and in any document or confirmation issued, agreed or otherwise confirmed by Us that contains the specifics of the type of license to use the Program.
- "Program" means, collectively, the Software Product, Software Application, Updates, all related Documentation, and any Upgrades provided under this EULA.
- "Software" means any computer program (in object code) of Us provided to and downloaded, installed or accessed by an End User pursuant to this EULA.
- "Upgrade" means any new version of the Software delivered to You pursuant to this EULA or an applicable License.
- "Update" means any patch, bug fix or any other update of the Software delivered to You pursuant to this EULA or an applicable License.
