

End User License Agreement for Software

1. License scope

1.1. Licentiever hereby grants to the rightful acquirer of Software ("you") a right to use this software. This right is limited to use by you as a natural person not acting in the course of business.

1.2. This license is personal. The software may be installed on an unlimited number of computers, but only an authorized user (or the authorized number of users) may actually use the software.

1.3. It is expressly forbidden to:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

1.4. You may make a backup copy of the software. This backup copy may not be used or traded or distributed in any way, except in conjunction with the original software.

2. Intellectual property

[REDACTED]

3. Consideration

3.1. The usage right is granted at no charge.

4. Updates

4.1. You are not entitled under this agreement to acquire updates to Software.

5. Support

[REDACTED]

6. Guarantees and liability

6.1. Licentiever guarantees:

- that Software contains no viruses, backdoors or malicious routines;
- that Software violates no third-party rights (such as copyrights), excluding any violations arising out of a particular use of the software;
- but nothing else.

6.2. Licentiegever will indemnify and hold you harmless for any claims by third party alleging a personal data breach ("data leak"), but only if and to the extent the allegation is based in the software as delivered by Licentiegever.

6.3. In all cases you must report the allegation to Licentiegever as soon as possible and provide all reasonable support necessary to resolve the allegation. If no other options are available Licentiegever may terminate this agreement to resolve the allegation.

6.4. Except in cases of intentional misconduct or gross negligence or the violation of a warranty granted above Licentiegever is not liable towards you, regardless of ground, for any damages in connection with Software.

6.5. No liability exists in case damages were not reported timely after discovery to Licentiegever. A term of two months after discovery shall be regarded as timely in any case. In addition no liability exists if the cause of damage is beyond the control of Licentiegever.

7. Term of the agreement

[REDACTED]

8. Miscellaneous terms

8.1. Dutch law applies to this end-user license agreement.

8.2. Unless dictated otherwise by mandatory law, all disputes arising in connection with this agreement shall be brought before the competent Dutch court for the principal place of business of Licentiegever.

8.3. A finding that any particular provision of this agreement is legally void shall not affect the validity of the entire agreement. In such a case the parties shall determine a replacement provision that is legally valid and approximates the intent of the offending provision as much as possible.

8.4. Licentiegever may assign its rights and obligations under this agreement to a third party that acquires the relevant business or the copyrights to Software from her.