# Clock by vanSoest.it ("Licensor") END USER LICENSE AGREEMENT

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS (THE "EULA") BEFORE USING THIS SOFTWARE, THE USE OF WHICH IS LICENSED BY "VANSOEST.IT" TO YOU, ITS CUSTOMER, FOR YOUR USE ONLY AS SET FORTH BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THE EULA, DO NOT USE THE SOFTWARE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS". THERE ARE NO WARRANTIES UNDER THIS EULA, AND LICENSOR DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

#### ASSENT.

By clicking "I Agree" below, or by opening the file package containing the Software, you agree that this EULA is a legally binding and valid contract, agree to abide by all of the terms and conditions of this EULA, and further agree to take all necessary steps to ensure that the terms and conditions of this EULA are not violated by any person or entity under your control or in your service.

### **GRANT OF LICENSE:**

Licensor grants to you this limited, non-exclusive, non-transferable, non-assignable license solely to use in a single copy of the Software on a single computer for use by a single concurrent user limited to the leasing length only, and solely provided that you adhere to all of the terms and conditions of this EULA. "Software" means computer software together with any related documentation (including design, systems and user) and other materials for use in connection with such computer software distributed pursuant to this EULA. The foregoing is an express limited use license and not an assignment, sale or other transfer of the Software or any Intellectual Property Rights (as defined below) of Licensor.

# **RESTRICTIONS:**

- (a) You are expressly prohibited from copying, modifying, merging, selling, leasing, renting, redistributing, assigning, or transferring in any matter, the Software or any portion thereof.
- (b) You may take a single copy of materials within the package or otherwise related to the Software only as required for backup purposes.
- (c) You are expressly prohibited from reverse engineering, decompiling, translating, disassembling, deciphering, decrypting, or otherwise attempting to discover the source code of the Software as such Software contains proprietary material of Licensor. You may not otherwise modify, alter, adapt, port, or merge the Software.
- (d) You may not remove, alter, deface, overprint or otherwise obscure Licensor patent, trademark, service mark or copyright notices.
- (e) You may not publish or distribute in any form of electronic or printed communication the materials within or otherwise related to the Software, including but not limited to the object code, documentation, help files, examples, and benchmarks.

# **COMPLIANCE WITH LAWS:**

You agree that in obtaining, installing, distributing, running, or otherwise making use of the Software, you will abide by all applicable laws, including without limitation intellectual property laws and export control laws.

## **OWNERSHIP OF SOFTWARE:**

The Licensor and/or its affiliates or subsidiaries own all rights that may exist from time to time in this or any other jurisdiction, whether foreign or domestic, under patent law, copyright law, publicity rights law, moral rights law, trade secret law, trademark law,unfair competition law or other similar protections, regardless of whether or not such rights or protections are registered or perfected (the "Intellectual PropertyRights"), in the Software. ALL INTELLECTUAL PROPERTY RIGHTS IN AND TO THE SOFTWARE ARE AND SHALL REMAIN IN LICENSOR.

#### TRIALS.

Components included in the Software or the Software may be subject to trial periods for the purposes of evaluation prior to purchase. Trial periods may begin either upon installation, upon first use of a component, or as the user elects when prompted by a product or its subcomponents. Upon expiration of a trial period, the Software may cease to function or continue to operate with reduced functionality. Duration of trial periods is as marketed by Licensor, indicated during installation, specified in the Software documentation, or displayed on the Software GUI.

#### **LEASING:**

Some or all the components in the Software may be available under a leasing contract. The software is only allowed to be used with a valid lease and may cease to function (completely) when the lease has expired. When the lease has expired it can be prolonged by purchasing another license.

### PRODUCT REGISTRATION:

Use of some components in the Software may be governed by product registration technology. Unregistered Software may be non-functional or subject to trials. During registration, a serial number or license file will be issued to you by Licensor or its affiliates for one or more components. Upon entering a valid serial number or license file for a component ("registering" the component), the registered component will be released of its trial and/or non-functional limitations. You agree not to disclose any serial number or license file issued to you to any third-party for any reason, except for the purposes of acquiring product support from Licensor or its affiliates.

#### **VERSION CHECKING:**

The Software may perform version checking. During version checking a list of potential updates will be downloaded from our server(s). No personal information will be communicated to Licensor or its affiliates during this process.

# **BANNERS:**

The Software can download product information or relevant (marketing) messages from our server(s) and display them within the Software GUI. No messages will be sent to our servers indicating that a banner or similar marketing device has been served. No personal information will be communicated to vanSoest.it or its affiliates during this process.

# **SOFTWARE INSTALLATION:**

No personal information will be communicated to vanSoest.it or its affiliates during this process. Licensor may in the future offer additional components through our version checking/update system.

# **MAILING SUBSCRIPTIONS:**

During registration a valid e-mail address must be provided to receive product license(s). This e-mail address may be used for sending notifications about expiring leases or interesting e-mail messages from Licensor or third parties. Your e-mail address will not be provided to any third parties.

# **COMMERCIAL USE:**

This EULA grants you the right to use the Software for personal use and/or commercial use.

# TERM:

This EULA is effective until terminated. You may terminate this EULA at any time by uninstalling the Software and destroying all copies of the Software. Upon any termination, you agree to uninstall the Software and return or destroy all copies of the Software, any accompanying documentation, and all other associated materials.

# **GOVERNING LAW:**

This EULA shall be governed by the laws of The Netherlands.

# **WARRANTIES AND DISCLAIMER:**

EXCEPT TO THE EXTENT PROHIBITED AS A MATTER OF APPLICABLE LAW, OR AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN LICENSOR AND YOU, THE SOFTWARE IS PROVIDED "AS IS"

WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO WARRANTY THAT

- (I) THE SOFTWARE WILL MEET YOUR REQUIREMENTS,
- (II) THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,
- (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE WILL BE ACCURATE OR RELIABLE.
- (IV) THE QUALITY OF THE SOFTWARE WILL MEET YOUR EXPECTATIONS, (v)ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, AND/OR
- (V) YOU MAY USE, PRACTICE, EXECUTE, OR ACCESS THE SOFTWARE WITHOUT VIOLATING THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS.

### SEVERABILITY:

In the event any provision of this EULA is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired and a valid, legal and enforceable provision of similar intent and economic impact shall be substituted therefore.

# **ENTIRE AGREEMENT:**

This EULA sets forth the entire understanding and agreement between you and Licensor, supersedes all prior agreements, whether written or oral, with respect to the Software, and may be amended only in a writing signed by both parties.

vanSoest.it. The Netherlands March 12, 2016