## License terms

License agreement (LA) for Allround Automations Software Products

Important: Read carefully – by installing, copying or otherwise using an Allround Automations software product, you agree to be bound by the terms and conditions of this LA. If you do not agree to these terms and conditions, do not install, copy or use the software product.

## General

The right to use the product under the terms of this LA is granted only when:

 In case the software product was ordered by company Purchase Order, the appropriate invoice

sent afterwards was paid within 30 days after invoice date.

2. In case the software product was ordered on-line and paid by credit card, no charge-back of the

withdrawn amount is initiated.

## **Rights and Limitations**

You may use the software product for the number of named licensed developers within the legal entity of the license holder and within the country of the license holder. If you have an unlimited user license for the software product, you are entitled to use the software product with an unlimited number of developers within the legal entity of the license holder and within the country of the license holder. If you have a worldwide license for the software product, you are entitled to use the software product, you are entitled to use the software product, you are entitled to use the software product with an unlimited number of developers within the legal entity of the license holder in any country.

Allround Automations retains all right, title and interest in and to the software product. All rights not expressly granted are reserved by Allround Automations.

#### Distribution

You are allowed to build and sell any application using this software product, no royalties are required. You are not allowed to distribute any part of this (original or altered) software product.

#### Warranties

Allround Automations warrants that it is the owner of the software product, and that it has the right and authority to convey and grant the license(s) herein and to perform this LA, and that the use of the software product as contemplated by this LA will not infringe any patent, copyright, trade secret or other proprietary rights of any third party.

Allround Automations warrants that it has taken every precaution to ensure that the media on which this software product is delivered is virus-free.

#### **Disclaimer of warranties**

To the maximum extent permitted by applicable law, Allround Automations and its suppliers provide to you the software product, and any (if any) support services related to the software product as is and with all faults; and Allround Automations and its suppliers hereby disclaim with respect to the software product and support services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties or conditions of or related to: title, non-infringement, merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, lack of negligence or lack of workmanlike effort, quiet enjoyment, quiet possession, and correspondence to description.

The entire risk arising out of use or performance of the software product and any support services remains with you.

Exclusion of incidental, consequential and certain other damages. To the maximum extent permitted by applicable law, in no event shall Allround Automations or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the software product or the support services, or the provision of or failure to provide support services, or otherwise under or in connection with any provision of this LA, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Allround Automations or any supplier, and even if Allround Automations or any supplier has been advised of the possibility of such damages. Limitation of liability and remedies. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Allround Automations and any of its suppliers under any provision of this LA and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you for the software product or US\$500. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

### Jurisdiction of Court of Law

If, for any reason, a legal dispute between you and Allround Automations arises, Dutch law will be applicable and any legal procedures will be initiated and processed with Dutch courts of law only.

# In default of payment

If, for any reason, you fail to pay the invoice with regards to the purchased license within 30 days, extra costs will be charged to you. These costs will be an amount of US\$50 administration fee for every month the invoice has not been paid after 30 days and an interest of 15% -of the amount not paid- per year. In addition to these extra costs you will also be charged with the invoice collection fees made by Allround Automations in order to collect the full payment including extra costs in case of default of payment.

In that case the right to use the software product can be terminated by Allround Automations without any right of restitution of license fees

Enschede, January 2011