

MyDraw End-User License Agreement
EULA

IMPORTANT - READ CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE, AND/OR ALL RELATED MATERIALS. This End-User License Agreement ("EULA") is a legal agreement between (a) you ("End User"), an individual or a single entity and (b) Nevron Software LLC ("Nevron") that governs your use of MyDraw Software Product, which may include software components, media, printed materials, and "on-line" or electronic documentation ("Software").

By installing, copying, or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the Software. The Software is protected by copyright laws and international copyright treaties, as well as by other intellectual property laws and treaties. The Software is licensed, not sold.

1. GRANT OF LICENSE.

Nevron hereby grants to End User a limited, non-exclusive right and license (without the right to sublicense) to install and use the Software provided you agree to and comply with all terms and conditions of this EULA.

The Software is licensed as follows:

1.1. Single User License.

A Single User License grants the right to a single user to activate and use the Software on a single computer (with Macintosh, or Windows operating system).

For computers with Apple Macintosh Mac OS X, or macOS operating systems, a Single User License for the Macintosh version of the Software is required.

For computers with Microsoft Windows operating systems, a Single User License for the Windows version of the Software is required.

You may not have more than one person using one Single User License at any given time. The Single User License of the Software is revocable and transferrable between computers with the same operating system (Macintosh, or Windows operating systems). You can revoke the Single User License from one computer in order to activate it on a different computer with the same operating system.

The Single User License may not be used on more than one computer concurrently. If a single user will be using the Software on two computers with different operating systems, a Single User License for each computer must be purchased.

1.2. Backup Copies.

You may make copies of the Software for backup and archival purposes only. The backup copies must include all copyright information contained in the original.

1.3. Multi-User License (if applicable).

If the Software is labeled to allow more than one license, then Nevron grants you the right to install the Software on a network server, and run it on an internal network, provided that the number of named users does not exceed the number of copies of the Software purchased.

1.4. Trial and/or Demo Software (if applicable).

If the Software is marked "Trial" or "Demo", then this license to use the Software under the conditions set herein is granted to you for 30 (thirty) days from the first time you install the Software. After the period specified is over, this grant of license expires.

1.5. Not for Resale Software.

If the Software is marked "Not for Resale" or "NFR", your license only permits use for demonstration, testing, or evaluation purposes.

1.6. Academic or Educational License (if applicable).

If the Software is marked "Academic" or "Educational", your license only permits use in qualified educational institutions.

2. UPGRADES.

To use Software identified by Nevron as an upgrade, you must first be licensed for the original Software identified by Nevron as eligible for the upgrade. After upgrading, you may no longer use the original Software that formed the basis for your upgrade eligibility and the upgraded software shall be deemed the "Software".

3. ADDITIONAL SOFTWARE.

This EULA applies to updates or supplements to the original Software provided by Nevron unless Nevron provides other terms along with the update or supplement. In case of a conflict between such terms, the other terms will prevail.

4. TRANSFER.

a. Third Party.

You have a permanent right to transfer all your rights under this EULA and your license to another End User by passing all the copies of the Software, together with a copy of this EULA and the accompanying written materials, provided that the other End User accepts the terms of this EULA. Any transfer must include all component parts, media, printed materials and this EULA. Prior to the transfer, the End User receiving the transferred Software must agree to all the EULA terms. Upon transfer, your license is automatically terminated and you are no longer permitted to use the Software.

b. Restrictions.

You may not rent, lease or lend the Software or use the Software for commercial timesharing or bureau use. You may not sublicense, assign or transfer the license or Software except as expressly provided in this EULA.

5. DISTRIBUTION.

You may not distribute, rent, lease, loan or sublicense the Software in whole or in part, or transmit it over a network for use

on more computers for which you have no valid license.

6. PROPRIETARY RIGHTS.

All intellectual property rights in the Software Product and user documentation are owned by Nevron or its suppliers and are protected by law, including but not limited to copyright, trade secret, and trademark law, as well as other applicable laws and international treaty provisions. The structure, organization and code of the Software Product are the valuable trade secrets and confidential information of Nevron and its suppliers. You shall not remove any product identification, copyright notices or proprietary restrictions from the Software Product.

7. PROHIBITION ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY.

You may not (and you agree not to) reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You may not create derivative works based upon the Software in whole or in part, or modify the Software unless otherwise expressly indicated by Nevron.

Nothing contained herein shall be construed, expressly or implicitly, as transferring any right, license or title to you other than those explicitly granted under this EULA. Nevron reserves all rights in its intellectual property rights not expressly agreed to herein. Unauthorized copying of the Software or failure to comply with the restrictions in this EULA (or other breach of the license herein) will result in automatic termination of this EULA and you agree that it will constitute immediate, irreparable harm to Nevron for which monetary damages would be an inadequate remedy, and that injunctive relief will be an appropriate remedy for such breach.

8. SUPPORT SERVICES.

Nevron may provide support services related to the Software ("Support Services"). The use of the Support Services is governed by the Nevron policies. Any supplementary software code provided to you as part of the Support Services shall be considered part of the Software and subject to the terms and conditions of this EULA. Any technical information you provide to Nevron may be used by Nevron for its business purposes, including product support and development, but not in a form that identifies you personally (unless otherwise agreed between you and Nevron).

9. TERM AND TERMINATION OF THE EULA.

This EULA takes effect when the Software is installed or used for the first time, and remains valid until terminated or rejected. You are free to terminate at any time by destroying the original and any archival copies of the Software, and notifying Nevron in writing. Nevron may terminate this EULA immediately and without additional notice in the event you breach this EULA and/or fail to comply with any term or condition of this EULA.

10. CONSENT TO USE OF DATA.

You agree that Nevron and its affiliates or suppliers may collect and use statistics on your use of the Software in performing backup operations and technical information you provide in relation to support services related to the Software. Nevron and its suppliers agree not to use this information in a form that personally identifies you except to the extent necessary to provide such services.

11. DISCLAIMER OF WARRANTIES.

a. YOU AGREE THAT THE USE OF THE SOFTWARE IS AT YOUR SOLE RISK AS TO SATISFACTORY QUALITY PERFORMANCE, ACCURACY AND EFFORT. Use of the Software may adversely affect the operation of other software and devices. To the maximum extent permitted under applicable law, the Software is offered on an "AS-IS" basis and Nevron does NOT warrant that the functions contained in the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free or that such errors will be corrected. Computer software is inherently subject to bugs and potential incompatibility with other computer software and hardware. You should not use the Software for any applications in which failure could cause any significant damage or injury to persons or tangible or intangible property.

b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEVRON AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND THIRD PARTY SOFTWARE "AS IS" AND WITH ALL FAULTS AND WITHOUT ANY OTHER WARRANTY OF ANY KIND, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES ALL WITH REGARD TO THE SOFTWARE AND THIRD PARTY SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NEVRON OR A NEVRON AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

c. IN NO EVENT DOES NEVRON PROVIDE ANY WARRANTY OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY HARDWARE OR SOFTWARE WITH WHICH THE SOFTWARE PRODUCT IS DESIGNED TO BE USED, AND NEVRON DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY FAILURES THEREOF.

12. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT NEITHER NEVRON NOR ITS AUTHORIZED REPRESENTATIVES INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR INTENTIONAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THIRD PARTY SOFTWARE AND/OR THIRD PARTY HARDWARE USED WITH THE SOFTWARE PRODUCT, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS EULA), EVEN IF A NEVRON REPRESENTATIVE OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF

THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. INDEMNITY.

You agree to indemnify and hold Nevron and its officers, directors, employees and licensors harmless from any claim or demand (including but not limited to reasonable legal fees) made by a third party due to or arising out of or related to your violation of the terms and conditions of this EULA, your violation of any laws, regulations or third party rights or your negligent act, omission or willful misconduct.

14. COMPLIANCE WITH APPLICABLE LAWS.

You must comply with all applicable laws regulating the use of the Software. The terms of this EULA remain in full force and effect unless found unenforceable. You shall comply with all applicable laws and regulations of the United States and other countries ("Export Laws") to ensure that the Software is not (1) exported, directly or indirectly, in violation of Export Laws, or (2) used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. You further agree that you will not use the Software for any purpose prohibited under applicable laws.

15. APPLICABLE LAW.

This EULA is governed by the laws of the state of Delaware.

16. ENTIRE AGREEMENT.

This EULA is the entire agreement between you and Nevron relating to the Software and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Nevron policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. In the event of a conflict between the English and any non-English versions of this EULA, the English version shall govern. If any provision of this EULA is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provision of the EULA will remain in force and effect.

© The Software, its Documentation and other materials are copyrighted, with all rights reserved. Under the copyright laws, the Software or related materials may not be copied (including translating into another language or format), in whole or in part, without written consent of Nevron, except in the normal use or for backup purposes. Copies may not be made for third parties, whether sold or not.

All trademarks acknowledged. Nevron trademarks may be registered in some countries.