

# End User License Agreement for MacroCad Software

Please read this End User License Agreement ("EULA") before You purchase a the Software and subsequently download and use the Software.

By purchasing a License and/or downloading and using the Software, You agree, without reservation, to be bound by the terms of this EULA. If You do not agree with the terms of this EULA, please do not purchase a License File and/or download and use the Software.

If You accept the terms and conditions in this EULA on behalf of a company or other legal entity, You warrant ('garandeert') that You have full legal authority to accept the terms and conditions in this EULA on behalf of such company or other legal entity, and to legally bind such company or other legal entity.

You may not accept this EULA if You are not of legal age to form a binding contract with MacroCad.

## 1. Definitions

**1.1** - In this EULA the expressions below shall have the meaning assigned to them in this clause, unless the context requires otherwise:

- **"Activate"** installing the ZIP File provided by MacroCad; ZIP File contains an unique license file;
- **"MacroCad"** MacroCad bv, Duivendrechtsekade 82, 1069 AJ Amsterdam, the Netherlands: (KVK) 28075545. VAT number: NL806157033B01;
- **"Documentation"** the detailed information about the Software, its features and the system requirements as made available in the ZIP file, as amended from time to time;
- **"License File"** a unique code provided by MacroCad, which enables You to activate the Full version by entering the code into the Software and to subsequently use the Software during the applicable license term;
- **"Full version"** the license for the Software for the term specified on the webpage of the store where You purchase the license, or in any applicable agreement concerning the purchase of the license to Use the Software;
- **"Software"** any software application and/or all of the contents of the files and/or other media, including software setup files, licensed to You by MacroCad, including any Updates;
- **"Updates"** any modified versions and updates of, and additions to the Software (excluding upgrades of the Software);
- **"Use"** the access, download, install, copy or get benefit from using the Software in accordance with the documentation.

- “**You**” you, the final and ultimate user of the Software or the authorized representative of a company or other legal entity that will be the final and ultimate user of the Software, and the company or other legal entity that will be the final and ultimate user of the Software, if applicable.

## General

**1.2** - This EULA applies to any licenses granted to You by MacroCad for the use of the Software.

**1.3** - By purchasing a License File for the Software and/or downloading and using the Software, You enter into this EULA with MacroCad.

**1.4** - This EULA may be modified from time to time. MacroCad will notify you of such modifications on its website or otherwise, e.g. by using the email address used for the provision of the License File. Any modifications to this EULA shall only apply upon acceptance by You.

## 2. License

**2.1** - MacroCad grants You a non-exclusive, non-transferable, limited, revocable license to Use the Software in accordance with this EULA. MacroCad reserves all rights not expressly granted to You.

**2.2** - MacroCad is and remains the owner of any intellectual property rights with respect to the Software. You shall not acquire any ownership to the Software as result of Your purchase of the License File or Your Use of the Software.

## 3. Permitted use and restrictions

**3.1** - In order to be able to install the Software and receive Updates and upgrades, Your computer shall have access to the Internet and shall meet the system requirements described in the Documentation that can be found in the ZIP file.

**3.2** - You may Use the Software on one computer only, unless You have purchased a volume license. In the event You have purchased a volume license or more than one Full version, the number of computers You may Use the Software on shall not exceed the number of the Full version purchased. If You exceed the limit, MacroCad may block the License File.

**3.3** - You shall Use the Full version in accordance with applicable laws and shall not:

- a. rent, lease, lend, sell, redistribute, sublicense or otherwise commercially exploit the License File;
- b. assign the License File without prior written approval of MacroCad;
- c. Use the Full version for any unlawful or illegal activity, or to facilitate an unlawful or illegal activity;
- d. delete or alter any disclaimers, warnings, copyright or other proprietary notices accompanying the Software; or

- e. copy (except as otherwise provided in this EULA), adapt, translate, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Software and the License File or any parts thereof, except to the extent permitted by applicable law.

**3.4** - MacroCad may modify the Software at any time at its sole discretion and without notice to You, for example to comply with applicable law or a court order, to avoid a third party infringement claim or to provide Updates and upgrades.

## 4. Maintenance and support

**4.1** - MacroCad will notify You of any available Updates and upgrades.

**4.2** - You may need to pay an additional fee in order to be able to download an upgrade.

**4.3** - Any maintenance and support provided by MacroCad, including the provision of Updates and upgrades, will be provided in an adequate way on an “as is” basis without any warranty (‘garantie’), as soon as reasonably practicable, subject to availability of personnel.

## 5. Use of data

**5.1** - MacroCad and its subsidiaries may periodically collect and use technical and related data concerning the Software You have licensed, including about the version number of the Software You have installed and about the system You have installed the Software on. MacroCad will use such data to facilitate maintenance and support with respect to the Software, to improve its products and to provide further services or technologies to You.

**5.2** - MacroCad may process personal data with respect to You, if and to the extent necessary to provide the License File, to provide maintenance and support to You with respect to the Software and to comply with its obligations under this EULA. To the extent MacroCad will process personal data, it will comply with its obligations under applicable data protection law. Please see our privacy statement for more details on the processing of Your personal data that Macrocad has collected and received through its website.

## 6. Disclaimer

**6.1** - You Use the Software at Your own risk and the entire risk as to satisfactory quality, performance and accuracy is with You.

**6.2** - The Software and accompanying documentation are provided on an “as is” and “as available” basis without warranty (‘garantie’) - express or implied- of any kind, and MacroCad specifically disclaims the warranty of fitness for a particular purpose. No oral or written advice given by Macrocad, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty and You may not rely upon such information or advice.

## 7. Liability limitation

**7.1** -The liability of MacroCad and any third party that has been involved in the creation, production, or delivery of the Software for all damages arising out of or in any way relating to the License version, the License File, the Software and/or this EULA shall in no event exceed the total amount of € 75.

**7.2** - MacroCad and any third party that has been involved in the creation, production, or delivery of the Software are under no circumstances liable for consequential or indirect damages (including damage for loss of profit, business interruption, loss of data, and the like arising out of the use or inability to use the Software).

**7.3** - The limitations of liability referred to in clause 7.1 and 7.2 shall not apply in the event that: (i) any negligence on the part of MacroCad leads to death or physical injury or (ii) damages arise from the intent, willful misconduct or gross negligence of MacroCad or the management of MacroCad.

## 8. Termination

**8.1** - This EULA will continue to be in force until the expiry or termination of the Full version.

**8.2** - The Full version will terminate automatically at the end of the applicable license term, unless renewed or Activated prior to the end of the applicable license term.

**8.3** - MacroCad is entitled to terminate the Full version License File during the license term with immediate effect and without prior notice in the event You fail to comply with the terms in this EULA, in the event You fail to pay Your (subscription) fee for the License File within the applicable payment term, or in the event MacroCad is required to do so by law or an order of an applicable court.

**8.4** - Upon termination of the Full version, You shall cease all use of the Software and shall destroy all copies thereof.

**8.5** - You acknowledge that the provisions of this EULA, which by their nature are intended to survive termination, will remain in effect after termination of this EULA.

## 9. Governing law and disputes

**9.1** - This EULA shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflicts of law rules.

**9.2** - Any dispute between MacroCad and You shall exclusively be submitted to the competent court in Amsterdam, the Netherlands.