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

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General

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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.

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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.

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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.