



End User License Agreement

This is a legal agreement between

1. the private limited liability company *Figlo B.V.*, having its registered office at *Dorpsstraat 151 – 155, Capelle aan den IJssel* for the purpose of this agreement,

and

2. “You”, the end user of the *component*.

Use of the *component* you are about to download or install indicates your acceptance of these terms. You also agree to accept these terms by confirming your acceptance in the appropriate screen, prior to the download or installation process. These shall be binding and effective as of the date of your download, installation or use of the *component*.

If you do not agree to these terms and conditions, you should indicate this in the appropriate screen and promptly discontinue the installation and download process.

1 Ownership

The *component* and any accompanying documentation are owned by *Figlo* or its licensors and are protected under Dutch copyright laws and international treaty provisions. Without limiting the generality of the foregoing, you not acquire the right to any patents, copyrights, trade secrets, trademarks or to other intellectual property rights to the *component* or related documentation. All rights not expressly granted to you under this License are reserved by *Figlo*.

2 Grant of License

Figlo grants to you and you accept, subject to the terms and conditions set out in this license, a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right to use the *component*.

You may use the *component* only for your personal use if you are an individual or for your own internal business purposes if you are in business.

This license does not permit you to use or distribute the *component* in your own software and/or services or to support internet sites owned by any third party.

3 Prohibited Use

Without *Figlo*’s written permission, you may not:

- a. use, copy, modify, alter, create derivative work from or transfer, electronically or otherwise, the *component* or any of the accompanying documentation except as expressly permitted in this license;



- b. translate, reverse program, disassemble, decompile or otherwise reverse engineer the *component*;
- c. utilize the *component* as all or part of an Application Service Provider (ASP) providing web-based software and hosting of that software for use by third parties for a fee, or as a component of any commercial service (Figlo offers ASP licenses under a separate ASP license agreement);
- d. make or distribute copies of the *component* or electronically transfer the *component* from one computer to another over an external network;
- e. rent, lease, lend or sublicense the *component* or use it for the education of third parties, time-sharing or service bureau purposes;
- f. transfer the *component* or any rights under this license to any other person or entity;
- g. otherwise use or allow others to use the *component* for the benefit of third parties;
- h. use the *components* on the publicly available internet unless a public internet license is purchased from Figlo;
- i. use the *component* to develop any product having the same or similar functionality as the *component*.

You agree not to remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the *component* or related documentation.

4 Fees

All of your rights under this license are contingent upon your payment of all applicable license fees. If said fees have not been paid prior to your acceptance of this license, you agree to pay said fees promptly thereafter and before using the *component*. Any overdue payment shall be promptly paid with interest allowed by applicable law. If fees owed with respect to the rights granted under this license are not paid when due, Figlo may hire or pay someone else to help collect the amount owed to Figlo and you agree to pay, in addition to the amount owed plus applicable interest under this Article, the cost of collection, including attorney's fees, irrespective of whether or not formal proceedings are instituted, and legal expenses, including court costs.

5 Support

Figlo is not obligated to provide you with maintenance, upgrades and updates, modifications or new releases related to the *component*. Support includes the support of the authorized end user by e-mail. Support questions sent to support@figlo.com are answered within 48 hours.

6 Protection of the *component* and documentation

You agree to take all reasonable steps to protect the *component* and related documentation from unauthorized copying or use. The *component* source code represents and embodies the trade secrets of Figlo and/or its licensors. The *component* source code and embodied trade secrets are not licensed to you, and you



agree to take all reasonable measures to avoid any unauthorized disclosure of the same.

7 Assignment and Transfer

You may not assign or otherwise transfer, in whole or in part, any of the rights, obligations or interest in or under this license without Figlo's prior written consent. Any attempted assignment without Figlo's prior written consent shall be void. Figlo may at any time and without your consent assign all or some of its rights and duties under this license to a company or companies wholly owning, owned by, or in common ownership with Figlo.

8 Term and termination

This license is effective upon your acceptance as provided herein and payment of the applicable license fees, and shall remain in force until terminated. You may terminate this license at any time by destroying the *component* and related documentation, together with any and all copies thereof. This license shall terminate automatically if you breach any of its terms or conditions or any of the terms or conditions of any other agreement between you and Figlo. Upon termination, you shall immediately destroy the original and all copies of the *component* and related documentation or return the same to Figlo.

9 Limited warranty

Figlo guarantees you, the original end user, that the *component* shall perform correctly in accordance with the accompanying documentation. Figlo does not warrant that the *component* is error-free or that the *component* shall operate without interruption.

This limited warranty does not apply to *components* that have been altered, damaged, abused, misapplied, or used other than in accordance with this license and any instructions included on the *component* and the accompanying documentation.

This limited warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied, including but not limited to any warranties of title, non-infringement, merchantability, fitness for a particular purpose, accuracy, reliability, or warranties arising from usage of trade or course of dealing.

10 Limitation of liability

Except for a return of the license fees under the circumstances provided under the limited warranty, neither Figlo nor its licensors shall in any event be liable for any pecuniary damages whatsoever ensuing from or related to the use of or inability to use the *component*, including direct, indirect, special, incidental or consequential loss, whether such liability is based on contract, tort, warranty or any other legal or equitable grounds. In no event shall Figlo's liability related to any of the software exceed the license fees actually paid by you for the *component*. Without limiting the generality of the foregoing, Figlo shall not be liable for losses arising from any business interruption, any loss of business profits or loss of business information



caused by or in any way related to the use of or inability to use the *component*, even if Figlo has been advised of the possibility of such losses.

11 Governing law

This license shall be governed by and construed in accordance with Dutch law, without regard to its rules regarding conflicts of law. This license expressly excludes the United Nations Convention on Contracts for the International Sale of Goods.

12 Taxes

In the event that any taxes, including but not limited to sales taxes, are due as a result of your purchase of a license to use the *component*, payment of all such taxes shall be your responsibility.

13 Entire agreement

This license constitutes the complete agreement between you and Figlo concerning the *component* and related documentation and supersedes all proposals, oral or written, all negotiations, conversations or discussions between or among the parties relating to the subject matter of this license, and all past dealing or industry custom. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by you in relation to the *component* licensed hereunder shall be of no effect unless accepted by Figlo in a written document that expressly references this license and is signed by a duly authorized representative of Figlo.

14 Severability

If a court or other competent tribunal deems any of the provisions of this agreement to be unenforceable, the parties will seek to enforce the provision to the maximum extent permissible and the remaining portions of this agreement shall remain in full force and effect.