

## **USER LICENSE AGREEMENT**

### **1. General Terms**

- 1.1 This User License Agreement applies to the use of this (software) program, as supplied by Human Inference B.V. (further referred to as Human Inference).
- 1.2 BY USING THE (SOFTWARE) PROGRAM YOU FULLY AGREE TO THE CONDITIONS OF THIS USER LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THIS LICENSE AGREEMENT YOU SHOULD REFRAIN FROM USING THE (SOFTWARE) PROGRAM.
- 1.3 This User License Agreement and the use of the (software) program are governed by the laws of the Netherlands. Any disagreement will be placed before a qualified court in Arnhem, The Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
- 1.4 This User License Agreement constitutes the entire agreement between you and Human Inference concerning the use of the (software) program and supersedes all prior or contemporaneous oral or written agreements concerning this subject.
- 1.5 If one or more terms (or part of a term) of this User License Agreement are nullified, declared to be nullified, annihilaable or have lost their validity in another way, the other terms (or part of the term in question) of this User License Agreement will remain in force undiminished.
- 1.6 Without prejudice to any other rights, Human Inference may terminate this User License Agreement if you fail to comply with the terms and conditions of this User License Agreement. In such event, you must destroy all copies of the (software) program and all of its component parts.

### **2. Electronic Signature and Agreements**

- 2.1 You acknowledge and agree that by download and/or install of the (software) program, you are entering into a legally binding contract.
- 2.2 You hereby agree to the use of electronic communication in order to enter into contracts, place orders and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the (software) program. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

### **3. License**

- 3.1 You are granted the non-exclusive right to use the (software) program and corresponding documentation.
- 3.2 Your rights are limited exclusively to own personal use of the (software) program for the agreed upon CPU (Central Processing Unit), Telephone number of users, servers and/or workstations. If nothing is agreed upon, user rights will be limited to the CPU/Telephone on which the (software) program was first installed and the number of users, servers and/or workstations will be limited to 1 (one).
- 3.3 Your rights for the (software) program are limited to the object code. Rights to the source code are not provided.
- 3.4 It is prohibited for you directly or indirectly (through a third party) to copy, duplicate or alter the (software) program in any way.
- 3.5 You are allowed to make one back-up copy of the (software) program for safety purposes only, if a back-up is not provided for by Human Inference.
- 3.6 Your rights on the (software) program cannot be transferred to any third party (third parties also include holding companies and subsidiaries).
- 3.7 You do not have the right to make the (software) program available, under any title or in any way whatsoever, to any third party (third parties also include holding companies and subsidiaries).
- 3.8 Reverse engineering or decompilation of the (software) program is not permitted by you, unless such is explicitly permitted by law.

### **4. Updates of the (software) program**

- 4.1 Human Inference, in its sole discretion, reserves the right to add additional features or functions, or to provide programming fixes, updates and upgrades, to the (software) program. You acknowledge and agree that Human Inference has no obligation to make available to you any subsequent updates of the (software) program. You also agree that you may have to enter into a renewed version of this User License Agreement, in the event you want to download, install or use a new updates of the (software) program.
- 4.2 You acknowledge and agree that Human Inference, in its sole discretion, may modify or discontinue or suspend your ability to use any version of the (software) program, and/or disable any (software) program You may already have accessed or installed without any notice to you, for the repair, improvement, and/or upgrade of the underlying technology or for any other justifiable reason, including but not limited to, circumstances where you, at Human Inference's discretion, are in breach of this User License Agreement, creating problems, possible legal liabilities, or engaging in fraudulent, immoral or illegal activities, or for other similar reasons. Human Inference will not accept any liability in relation to the direct or indirect damages caused by (1) the release and/or the absence of release of new updates of the (software) program and (2) by the suspension or termination of the license or this User License Agreement by Human Inference and/or by you.

### **5. Use of Data**

- 5.1 You agree that Human Inference and its affiliates may collect and use technical information gathered, if any, related to the (software) program. Human Inference may use this information solely to improve the (software) program or to provide customized services or technologies to you and will not disclose this information in a form that personally

identifies you.

## **6. Intellectual Property Rights**

- 6.1** Except where third party (software) programs are concerned, all intellectual property rights, industrial property rights and other rights with regard to the (software) program and resulting from all activities carried out by Human Inference, regardless of where and when carried out and regardless of whether it concerns the delivery of an existing (software) program or a still-to-be-developed (software) program, reside with Human Inference.
- 6.2** You acknowledge that all present and future intellectual property rights, industrial property rights, other rights and the registration and/or application of the foregoing rights and/or similar rights for the whole term thereof and all renewals or extensions thereof, now or at any time in the future worldwide at all times shall be and are hereby assigned or will be transferred to Human Inference.

## **7. Warranty Disclaimer**

- 7.1** The (software) program is made available on an "as is" basis only and without any warranty or indemnity of any kind.
- 7.2** Human Inference makes no warranties, conditions, indemnities, representations or terms, express or implied, whether by statute, common law, custom, usage or otherwise as to any other matters, including but not limited to non-infringement of third party rights, title, integration, accuracy, security, availability, satisfactory quality, merchantability or fitness for any particular purpose.
- 7.3** Human Inference further does not represent or warrant that the (software) program will always be available, accessible, uninterrupted, timely, secure, accurate, complete and error-free.

## **8. Indemnity**

- 8.1** You agree to hold Human Inference harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys fees) arising out of or relating to any use of, or reliance on the (software) program.

## **9. Limitation of Liability**

- 9.1** Under no circumstances will Human Inference be liable to you, or any other person or entity, for any loss of use, revenue or profit, lost or damaged data, or other commercial or economic loss or for any direct, indirect, incidental, special, statutory, punitive, exemplary or consequential damages whatsoever related to your use or reliance upon the (software) program, even if advised of the possibility of such damages or if such damages are foreseeable. This limitation shall apply even in the event of a fundamental or material breach or a breach of the fundamental or material terms of this User License Agreement.