License agreement (English)

AssetResolutions B.V. established in Zwolle, the Netherlands. KVK (Chamber of Commerce) 51206897

Note: UNOFFICIAL AND NOT LEGALLY BINDING TRANSLATION OF THE DUTCH VERSION OF THE "LICENTIEVOORWAARDEN"

1 **Article 1: Applicability of this license agreement:**
1.1 These general conditions apply to the sale and delivery of (a) license (s) of a program.
1.2 The current version of the general conditions imposed by AssetResolutions B.V. regarding the license (to be) used, are unaffected. The current version is filed with the Chamber of Commerce in Zwolle.
1.3 Refers the client at the conclusion of the agreement to its own terms, AssetResolutions B.V. declares these unvalid, except where by AssetResolutions B.V. accepted these terms in writing.
1.4 The Dutch law is applicable to the contract and license. Application of the Vienna Sales Convention 1980 (CISG) is excluded.

2 **Article 2: Definitions**
2.1 Party: principal and / or user of program.
2.2 Program: program under present conditions means the current version of the software supplied including related license key.
2.3 Delivery: Delivery shall be subject to these terms shall mean making the program by software vendor. This includes making it available for download by Software Vendor. Submitting a (user) license and is intended to record the program.
2.4 License: license means the right to use program on a number of Personal Computers (PCs) that applies to the License. Restricting the number of PC(s) is unaffected if the PC(s) is (are) connected in a (local) network (eg home or office).
2.5 Software Vendor: Software vendor under these terms mean in the Party who has developed the Program or operates. This is AssetResolutions B.V.

3 **Article 3: Agreement**
3.1 The license agreement conditions apply from the time of first use of the Program. The program can not be used if the license is not accepted.
3.2 The rights of use expire after thirty (30) days unless a license key is purchased.
3.3 The user rights are canceled if changes in the structure of the program or changes to the security file RKEY (both content and its name) are made. The user rights also end in (attempted) reverse engineering.

4 **Article 4: Limitations**
4.1 The administration of all installed Software Licenses is administered by Software Vendor and is binding.
4.2 The License is to be delivered by definition PC specific and is not transferable.
4.3 Distribution of Program is not permitted without written permission from Software Vendor.
4.4 Party should not copy the Software except for backup.
4.5 Even if the agreement did not explicitly give power to achieve this, Software Vendor has the rights to apply technical provisions for the protection of Software, hardware, databases, websites and so on in connection with an agreed reduction in the content or duration of the use rights of these objects. Party is never allowed to (let) remove such a technical device or (to) circumvent.
4.6 Party is responsible for making a backup.
4.7 The intellectual property of Program remains with Software Supplier. Party only obtains rights to use Program.
4.8 Party is not entitled to a new version of Program, when a new version of Program appears.
4.9 Party shall bear the risk of the selection, use, application and management of Program in his organization.
4.10 Party shall make arrangements for proper installation, assembly and commissioning and for the correct settings of Program.
4.11 Party is responsible for the proper selection of the required facilities and for the timely and full availability of these facilities. Software Vendor shall never be liable for any damages or costs incurred by transmission errors, malfunctions or unavailability of these facilities.
4.12 Software Vendor is not liable for damages resulting from the use of Program or failure of Program in any form whatsoever.
4.13 Party is not entitled to transfer the rights and / or obligations under the contract to a third party.

5 **Article 5: Warranty**
5.1 Party is entitled to validate the quality of Program for a trial period. This is the period set out in Article 3.2. The trial period expires after sending the Software License by Software Vendor.
5.2 Software Vendor provides the software "as is" with all faults and explicitly disclaims any other express or implied warranties, conditions, statements or provisions. Party accepts Program which is provided without warranty.
5.3 Software Vendor states that in the development current virus detection software is used. Software Vendor does not guarantee complete absence of viruses.
5.4 If the restriction of the warranty is legally prevented, the entire liability for Software Vendor and its affiliated companies and the exclusive remedy of the other party and exclusive right, limited to either choice of Software Vendor, replacement of the Software or refund of the license fee paid for Program by Party. The following rules apply:
5.4.1 Warranty is void if Party makes changes in the structure of Program.
5.4.2 Warranty is void if Party differs from guidelines and instructions as mentioned in the manual of Program.
5.4.3 Warranty is void if customer (or representative) makes changes in the security file RKEY (content or its name).
5.5 Under no circumstances will Party be repayed.

6 **Article 6: Limitation of Liability**
6.1 Software Vendor excludes all liability for damages resulting from the use of Program, including consequential, indirect or incidental damages or lost profits or lost savings, business interruption, personal injury or failure to comply with any duty or claims of reward, even if a representative from Software Vendor has been advised of the possibility of such damages.
6.2 If limitation of liability is prohibited by law, the entire liability of Supplier Vendor is limited to the license fee paid for Program by Party.
6.3 The provisions of this Article remain valid after the termination of this License Agreement, regardless of the cause of such termination, but this shall not imply or create any further use rights of Program after termination of this License Agreement.