

# End User License Agreement for the Access4u products

## 1. License scope

- 1.1. Access4U hereby grants the rightful acquirer of The Access4u product ("you") a right to use this software. This right is limited to use by you within your company or institution.
- 1.2. This license is a personal perpetual license.  
Only an authorized user (or the authorized number of users) may actually use these licenses.
- 1.3. Any license of the Access4u product catalogue is useable on 1 workstation only unless otherwise specified. A workstation is specified as a "locally used Windows OS based device, without server capabilities" (IE: a laptop, a desktop computer, a MS Surface tablet, Windows 10/11).
- 1.4. The Unicorn license is explicitly based on the local workstation usage; no seats will be used by connecting to multiple Citrix/VMWARE/RDP VDI's (or similar virtualization centralization technologies).
- 1.5. It is not permitted to:
  - reverse engineer the source code of the software or decompile the software, except to the extent permitted by mandatory law or applicable open source license;
  - to give copies of the software to third parties;
  - sublicense or make the software available to third parties, through rental, Software-as-a-Service constructions or otherwise;
  - make changes to the software, except to the extent permitted by mandatory law;
  - to remove or make illegible any indications of Access4U as the owner of the software or parts thereof.
- 1.6. You are allowed to create a backup copy of the software. However, you may not use or trade or distribute this backup on its own other than in conjunction with the original software.

## 2. Intellectual Property

- 2.1. All rights to the software, the accompanying documentation and all changes and extensions to all the provided software remain with Access4U. You only acquire the rights of use and powers arising from the scope of this agreement or which are granted in writing and you may not otherwise use, reproduce or disclose the software.
- 2.2. The software includes open source software from third parties. Their respective rights holders grant you a right of use under the respective open source licenses. You will find this in the manual. This end user license does not apply to these open source packages, and nothing contained in this end user license should be construed as limiting any right granted to you under an open source license.

### **3. Compensation**

- 3.1. Access4U will be responsible for coordinating the software installation in collaboration with you. In the provided documentation you will find recommended hardware and software environment requirements.
- 3.2. A one-time payment is due upon acquisition for the right of use. You will be informed separately by Access4U about the method of payment.
- 3.3. You must register to use the software. Upon registration, Access4U processes your personal data. In addition to the information requested on the registration form, the IP address from which registration is made and information about the software are recorded. This personal data will only be used for the implementation of this agreement and related purposes such as making related offers or reporting available updates.
- 3.4. Personal data will be deleted when it is no longer necessary for the execution of this agreement, unless storage afterwards is required by law. Consult the privacy statement of Access4U referred to in the registration form.
- 3.5. Use of the software also requires activation. Activation must take place immediately upon installation.
- 3.6. For activation you need to acquire a license key from Access4U. You will be informed about the software license key activation via Access4U.

### **4. Updates**

- 4.1 Access4U periodically releases updates that fix errors or improve the software's functionalities. For the latest updates, regularly consult the Access4U website or the software's popup notification. There is never any liability for damage resulting from errors that have been corrected in an update that you have not installed.
- 4.2 An update may set terms that deviate from the provisions of this agreement. You will always be notified of this in advance and you will then have the opportunity to refuse the update. By installing such update, you agree to these differing terms, which will then become part of this agreement.

### **5. Support**

- 5.1. Access4U is prepared to provide maintenance and support on the basis of a separate agreement. Please contact Access4U for the Service License Agreement and/or Software Maintenance Agreement. Without such agreement, Access4U is not obliged to support the use of The Access4u product, except in the event of a violation of a warranty given below, except for the correction of errors reported by you.

## **6. Warranties and Liability**

### 6.1. Access4U guarantees:

- that The Access4u product works substantially as described in the documentation;
- that The Access4u product does not contain viruses, backdoors or malicious routines;
- that The Access4u product does not infringe any rights of third parties (such as copyrights), excluding violations resulting from a specific use of the software;
- make an effort to investigate and repair reported defects in the software as soon as possible or to publish a workaround for this (Access4U may postpone the correction of errors with limited impact until the next scheduled update);
- but otherwise nothing.

6.2. Access4U's liability for damages related to The Access4u product or failure to comply with any warranty provided above is limited to an amount equal to the compensation paid by you.

6.3 No liability exists if the damage is not reported to Access4U within a reasonable time after discovery. Furthermore, no liability exists if the damage is the result of force majeure.

## **7. Term of the agreement**

7.1. This agreement is effective upon commissioning of the software and will remain in effect indefinitely.

7.2. Both you and Access4U may terminate the agreement at any time with a notice period of one month.

7.3. This agreement will end by operation of law if you are declared bankrupt, if you apply for a surséance payment method or if your assets are completely seized, or if your company goes into liquidation, is dissolved or dissolved.

7.4. Upon termination of the agreement (for whatever reason), you must cease and discontinue any use of The Access4u product. You must then delete all copies (including backup copies) of The Access4u product from all your systems.

## **8. Other provisions**

8.1. Dutch law applies to this end-use agreement.

8.2. Insofar as not dictated otherwise by mandatory law, all disputes that may arise as a result of this agreement will be submitted to the competent Dutch court for the district in which Access4U is located.

8.3. If any provision of this agreement proves to be invalid, this will not affect the validity of the entire agreement. In that case, the parties will determine (a) new provision(s) as a replacement, which will give shape to the intention of the original agreement as much as legally possible.

8.4. Access4U may transfer its rights and obligations under this agreement to a third party who takes over the relevant business activities or the copyrights to The Access4u product from it.