

**End-User Software License Agreement (EUSLA) Tools4ever Software****version 20160921**

NOTICE TO ALL USERS: THIS END USER SOFTWARE LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL DOCUMENT. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND/OR USING THE SOFTWARE OR SUBSCRIBING TO A SERVICE. THE SOFTWARE IS COPYRIGHTED AND LICENSED. THIS AGREEMENT IS AN AGREEMENT BETWEEN TOOLS4EVER CONTRACTING PARTY (AS DEFINED BELOW) AND CUSTOMER (AS DEFINED BELOW) AND PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY DOWNLOADING, INSTALLING, REGISTER OR USING THE SOFTWARE, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS AGREEMENT. FURTHERMORE, THIS AGREEMENT CONTAINS RIGHTS, BY WAY OF THIRD-PARTY CLAUSES, FOR TOOLS4EVER AND TOOLS4EVER HOLDING IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, DO NOT USE, SUBSCRIBE TO THE SERVICES OR INSTALL THE SOFTWARE, AND/OR DESTROY ALL COPIES OF THE SOFTWARE THAT YOU HAVE INSTALLED. IF APPLICABLE, YOU MAY RETURN THE PRODUCT TO THE PLACE OF PURCHASE IMMEDIATELY FOR A FULL REFUND.

This Agreement is applicable for the provision of the Software licensed, sold and/or Software services provided to the Customer by a Tools4ever Contracting Party.

When using Tools4ever Software service through third party -access- software (for example Microsoft Azure) the license terms of the third party govern the use of the third party software and its related services.

**1. General Definitions**

In this End-User Software License Agreement (the "Agreement"):

- (i) Access Software means the use of a third party (cloud) platform necessary to access the Software service.
- (ii) "Customer" means the individual(s), organization or business entity buying or licensing Software or Software service from a Tools4ever Contracting Party.
- (iii) "Documentation" all user manuals, release notes, installation notes, and other materials delivered with the licensed Software in hard copy or electronic formats.
- (iv) "Evaluation use": Software with an activation grace period used by Customer for testing
- (v) "Software" means computer programs (and their storage medium) supplied by Tools4ever Reseller or Tools4ever to Customer and any user manuals, operating instructions, brochures and all other documentation relating to the said computer programs (the expression "Software" to include all or any part or any combination of Software) and/or the software service which means the use of software of their functionalities, the technical facilitation of the use of the software via (third party) access software.
- (vi) "Tools4ever" means Tools4ever B.V. or Tools4ever Software B.V..
- (vii) "Tools4ever Contracting Party" means Tools4ever or Tools4ever Reseller acting as independent contracting party with Customer for the delivery of Software and it's related licenses and services.
- (viii) "Tools4ever Holding" means Tools4ever Holding B.V.
- (ix) "Tools4ever Reseller": person(s) or entity(ies) that sell Software to a Customer, either as distributor of Tools4ever or otherwise.
- (x) "User" means a Customer user of the Software.

**2. Software License**

Subject to Customer compliance with the terms and conditions of this Agreement and Customer payment of the applicable license fees, the Tools4ever Contracting Party hereby grants Customer, a non-exclusive, non-transferable license, without right of sublicense, to install and use the Software as delivered or granted access to, together with any updates and modifications to the foregoing, if any, provided to you by the Tools4ever Contracting Party.

The Software is licensed solely in executable code format and solely for your own internal business use.

Software service: under the provisions of this Agreement and against payment of the agreed upon remuneration, the Tools4ever Contracting Party offers temporary right of utilisation of the Software service on Customers computers accessible via internet.

Customer shall not be entitled to effect any changes to the Software. This shall not apply to changes required to rectify malfunctions, provided Tools4ever is in default with the rectification of the malfunction, refuses the rectification of the malfunction or is not capable of rectifying the malfunction. Customer shall take the necessary precautionary measures in order to prevent the utilisation of the Software by unauthorised users or third parties.

Software specific licenses are applicable based on the agreement between the Customer and the Tools4ever Contracting Party regarding the delivered Software product or service.

*Services based on Active Directory Domain, Active Directory Organizational units and/or Windows Domains*

This license permits you to administer only those Active Directory Organizational units and/or Windows Domains for which you have purchased a license from Tools4ever Contracting Party. This permission is further limited to administer only those Active Directory Organizational unit(s) and/or Windows Domain(s) for which the number of User accounts in each particular Active Directory Organizational unit and/or Windows Domain does not exceed the number of user accounts stated in the purchased license for that particular Active Directory Organizational Unit and/or Windows Domain. The number of users licensed must be greater than or equal to the total number of user objects that exist in the Active Directory Organizational unit(s) and/or Windows Domain(s) that you manage with the Software.

*Service based on enrolled users and Software services (SAAS)*

This license permits you to use the Software based on Users registered and logged into the services and/or products.

Subject to your choice of subscription on Software service you are entitled to the Software service to the extent detailed in the chosen subscription during the term as agreed upon between Customer and the Tools4ever Contracting Party. You may not sublet or transfer your subscription or individual rights under the subscription to third parties without the prior written consent of the Tools4ever Contracting Party. Tools4ever may make new tools, features or functionality available from time to time through the Software service.

*Downloads for use per server*

This license grants Customer a perpetual, non-exclusive, non-transferable license to use a single copy of the executable code version of the computer Software including any Tools4ever modifications, corrections or updates supplied to Customer at the moment of delivery or under a maintenance/support program and the use of the delivered Software documentation. The Software is licensed on a per server basis. Customer may install each individual licensed copy of the Software on a single server and the client Software on one or more computers or workstations connected to that server for use solely in support of Customer internal business operations. Customer may install and use up to the number of server licenses for the platforms indicated in the Customer purchase order for which Customer has paid the applicable license fees for the country in which the licensed Software was furnished to you. The Customer may make one copy of the Software in machine-readable, object code form only solely for backup purposes. The Customer backup copy of the Software must contain all copyright notices and any other proprietary legends held on the original.

## **2a. License rights and obligations**

Except as expressly set out in this Agreement or as permitted by any local law, you agree:

- not to copy the Software except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
- not to make alterations to, or modifications of, the whole or any part of the Software, or permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software or attempt to do any such thing except to the extent that, by virtue of the Software Directive 2009/24/EG (Article 5) and the Dutch Copyright Act (article 45j - 45m), such actions cannot be prohibited when they are essential for the purpose of use or achieving interoperability of the Software with another software program, and provided that the information obtained by you during such activities:
  - a) is used only for the purpose of achieving interoperability of the Software with another software program;
  - b) is not unnecessarily disclosed or communicated without Tools4ever's prior written consent to any third party; and
  - c) is not used to create any software that is substantially similar to the Software;
- to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- to include our copyright notice on all entire and partial copies you make of the Software on any medium;
- not to transfer the Software to a third party, unless as a whole and only if you fully and definitely waive your right of use and uninstall the Software completely and rendering any copy of the Software unusable. The temporary transfer of the right to use the Software to a third party against payment is prohibited irrespective of whether the licensed Software is transferred physically or otherwise;
- not to provide or otherwise make available the Software in whole or in part (including object and source code), in any form to any person without prior written consent from Tools4ever; and
- to comply with all technology control or export laws and regulations that Software to the technology used or supported by the Software.

## **2b. Software service (SAAS)**

### *General use of Software service*

- You must not use the Software service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EUSLA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Software service or any operating system; and
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Software service; and
- not use the Software service in a way that could damage, disable, overburden, impair or compromise systems or security or interfere with other users; and
- not collect or harvest any information or data from the Software service or systems or attempt to decipher any transmissions to or from the servers running the Software service.

### *Registration*

- To be able to use the Software service you have to register and create an account. All personal information that you provide must be accurate, complete, and kept current. Customer is responsible for the information provided to create the account and the security of the passwords for the account.

- User accounts are strictly personal. If Customer becomes aware of any unauthorized use of passwords or unauthorised use of an user account, Customer must notify the Tools4ever Contracting Party immediately.

#### *Use of personal information*

In order to be able to use the Software service, Customer will be asked to supply certain personal information (persoonsgegevens) such as but not limited to: User names, telephone number, e-mail address. The personal information will be used only for delivering the Software service.

If the Tools4ever Contracting Party processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the data controller and the Tools4ever Contracting Party shall be a data processor (as defined in the EU Data Protection Directive 2016/679) and in any such case:

- (a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the country where the Customer is located in order to carry out the Software service and the Tools4ever Contracting Party other obligations under this Agreement;
- (b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Tools4ever Contracting Party so that the Tools4ever Contracting Party may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;
- (c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- (d) Tools4ever Contracting Party shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time; and
- (e) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

When a Tools4ever Contracting Party based in The Netherlands will be processing personal data on behalf of Customer the "Bewerkersovereenkomst Nederland ICT" will be the applicable format.

Data can be processed and stored outside the country of service where Customer resides.

### **3. Evaluation use**

In the event that the Software is licensed only for Evaluation Use, the terms of this paragraph shall be applicable. Your license to use the Software commences on installation of the Software and, unless you and Tools4ever Contracting Party agree to a different period, will terminate after a period of thirty (30) days (the "Evaluation Period"). Software licensed for Evaluation Use will automatically disable itself at the end of the Evaluation Period, as it employs a restriction mechanism, which restricts the program to a limited working time. This restriction mechanism and the manner in which it enforces the restriction is maintained in confidence by Tools4ever or Tools4ever Holding as a trade secret, and you may not publish, disclose or reveal it. You agree that you will not do anything to circumvent or defeat the restriction mechanism.

### **4. Upgrades**

If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to you on a license exchange basis. You agree by your installation and use of this copy of the Software to voluntarily terminate your earlier end-user Software license agreement and that you will not continue to use the previous version of the Software nor transfer it to another.

Should Tools4ever Reseller or another Tools4ever Contracting Party issue new releases, updates, upgrades or other new deliveries of the Software, the latest version of the EUSLA license provisions shall apply.

## **5. Intellectual Property Rights**

(i) The Software is the intellectual property of Tools4ever Holding and is protected by copyright and other intellectual property laws. The Software is licensed, not sold. Tools4ever Contracting Party is granted license rights for sublicensing of Tools4ever Holding and has the requisite rights to license the Software to Customer under the terms of this Agreement. The Customer acquires only the right to use the Software and does not acquire any rights, express or implied, in the Software other than those specified in this Agreement.

(ii) The Customer acknowledges that all copyright, patents or intellectual property rights of whatever nature in the Software shall remain vested solely in Tools4ever Holding. The Customer undertakes to take all reasonable precautions to ensure that no unauthorized person shall have access to the Software and to maintain the confidentiality of such Software, and all know-how and trade secrets incorporated therein and not to copy the computer programs other than as required by the installation procedure for use of the said programs subject to the terms of this license (keeping the original(s) solely for backup or archival purposes) and otherwise not to copy or duplicate or permit the copying or duplication of the Software of any means.

(iii) The Customer undertakes no action to alter, develop or adapt any part or item comprised in the Software without the prior written consent of Tools4ever Holding to be granted at Tools4ever Holding's absolute discretion.

## **6. Modifications**

Tools4ever reserves the right at any time and without previous notice to alter from time to time the design, specification or construction of Software without incurring any obligation to incorporate such alterations in Software ordered or delivered.

## **7. Limited Warranty and Limitation of Liability**

(i) Tools4ever Contracting Party warrants that the physical CD or diskette(s) and any accompanying documentation (if any) are free from defects in material and workmanship in normal use for a period of 90 days from the original date of Purchase. In the event a defect occurs, the Customer may return the defective CD, diskette or documentation to Tools4ever Reseller for replacement.

(ii) Tools4ever Contracting Party does not warrant, guarantee or make any representations that the functions contained in the Software will meet requirements or that the operation of the Software will be uninterrupted or error-free.

(iii) Save as expressly provided in this Agreement, the Software is provided "as is" without any warranty of any kind, either expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

(iv) Tools4ever Contracting Party, Tools4ever or Tools4ever Holding shall be under no liability in respect of any defect arising from normal wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Tools4ever's or Tools4ever Contracting Party instructions (whether oral or written), misuse or alteration or repair of the Software without Tools4ever's approval.

(v) Any liability of Tools4ever Contracting Party, Tools4ever or Tools4ever Holding for indirect or consequential loss or damage such as any loss of profit, loss of business, business interruption, or loss of business opportunity resulting from delivered Software or Software service or the use thereof shall be excluded. Nothing in this EUSLA shall limit or exclude our liability for:

- death or personal injury resulting from our negligence;
- fraud or fraudulent misrepresentation; and
- any other liability that cannot be excluded or limited by Dutch law.

Without limiting the foregoing, Tools4ever Contracting Party, Tools4ever or Tools4ever Holding shall have no liability for:

- Any adverse effect to your computer or other software as a result of your use of the Software;

- Customer's use of (or inability to use) Access Software or any Software service;
- Any error or omission, or any act or omission of any third party;
- Any error, delay, interruption, operational problem, unavailability, or failure in the Access Software or or any part of the Software service, or any directly or indirectly related equipment, system, programming, or network (including the internet);
- (-) Any breach of security involving the Software service or your account;
- (-) Any viruses or other code or component that may affect your computer system, mobile device or other property as a result of your use of the Software service.
- Tools4ever Contracting Party, Tools4ever or Tools4ever Holding will not be liable for any losses or damage arising from unauthorized use of a Customer account or password, and Customer will indemnify and hold Tools4ever Contracting Party, Tools4ever and Tools4ever Holding harmless for any improper or illegal use of a Customer account.

TOOLS4EVER CONTRACTING PARTY SOLE OBLIGATION OR LIABILITY UNDER THIS AGREEMENT IS THE REPLACEMENT OF DEFECTIVE MEDIA ACCORDING TO THE LIMITED WARRANTY ABOVE. IN ANY EVENT, TOOLS4EVER CONTRACTING PARTY, TOOLS4EVER AND TOOLS4EVER HOLDING'S AGGREGATED LIABILITY SHALL NOT EXCEED THE AMOUNT CUSTOMER ORIGINALLY PAID FOR THE SOFTWARE OR FOR SOFTWARE SERVICES THE MAXIMUM AGGREGATED LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE SHALL IN ALL CIRCUMSTANCES BE LIMITED TO THE AMOUNTS PAID UNDER THIS EUSLA FOR THE LAST 12 MONTHS. CUSTOMER AGREES THAT NEITHER TOOLS4EVER CONTRACTING PARTY, TOOLS4EVER OR TOOLS4EVER HOLDING , NOR THEIR EMPLOYEES, MANAGEMENT OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFIT, REVENUE, DATA OR USE) INCURRED BY CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF USE OF THE SOFTWARE, EVEN IF TOOLS4EVER CONTRACTING PARTY, TOOLS4EVER OR TOOLS4EVER HOLDING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS CLAUSE LIMITS TOOLS4EVER CONTRACTING PARTY, TOOLS4EVER OR TOOLS4EVER HOLDING'S LIABILITY TO CUSTOMER IN THE EVENT OF DEATH OR PERSONAL INJURY RESULTING FROM TOOLS4EVER RESELLER'S NEGLIGENCE.

### **Indemnification**

Customer hereby indemnifies, defend, and hold harmless Tools4ever Contracting Party, Tools4ever and Tools4ever Holding and the respective employees, directors, officers, subcontractors and agents of each, against any and all claims, damages, or costs or expenses (including reasonable attorneys' fees) that arise directly or indirectly from: (a) breach of these user terms by you or anyone using your computer, device, or password; (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Software services; (c) your violation of any law, ordinance, rule, regulation or treaty; (d) your infringement of any right of any third party when using the Software services.

Customer will, at its own expense and prior to any installation work and throughout the term of this Agreement obtain all necessary consents, authorisations, permits and licenses for the installation and use of the Software service. This shall include, but shall not be limited to, third party -access- software licences. Customer will act according to all applicable third party license terms and will inform Tools4ever in a timely manner if applicable third party license terms may impact Customers ability to receive or use the Tools4ever Software.

### **8. High Risk Activities**

The Software is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities,

aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other Software in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively "High Risk Activities"). TOOLS4EVER CONTRACTING PARTY, TOOLS4EVER AND TOOLS4EVER HOLDING EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OR FITNESS FOR HIGH RISK ACTIVITIES.

#### **9. Force majeure**

Tools4ever Contracting Party, Tools4ever and Tools4ever Holding and its suppliers shall not be liable in any respect for failures to perform hereunder due wholly or substantially to the elements, acts of God, labor disputes, acts of terrorism, acts of civil or military authority, fires, floods, epidemics, quarantine restrictions, armed hostilities, riots and other unavoidable events beyond the control of Tools4ever Contracting Party, Tools4ever and Tools4ever Holding or its suppliers, and the time for performance of obligations hereunder by Tools4ever Contracting Party, Tools4ever and Tools4ever Holding or its suppliers subject to such event shall be extended for the duration of such event.

#### **10. Termination of License**

This license will terminate automatically if the Customer fails to comply with any provision of this license or upon transfer of the Software and Documentation. In the event of termination of the license, Customer agrees to immediately cease using the Software, and within ten (10) days of the termination to return the original copy of the Software to the Tools4ever Contracting Party with certification that all copies of the Software have been returned to the Tools4ever Contracting Party, destroyed or transferred and/or Customer shall delete/remove the Access Software related to the Software service. This requirement will apply to all copies in any form, whether partial or complete, and whether or not modified or merged into other program materials. Except in cases of serious or irremediable breach, Tools4ever Contracting Party will give Customer notice of the breach and a reasonable opportunity to cure such breach before the license is terminated.

#### **11. Not for resale Software**

This Product is identified as "Not for Resale" or "NFR," so it may not be resold, transferred or used for any purpose other than demonstration, test or evaluation.

#### **12. Restrictions**

The rights granted herein are subject to the following restrictions: (i) you may not copy (except for back-up purposes), modify, port, adapt, translate, localize, reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Software, except and only to the extent that it is expressly permitted by the law in effect in the jurisdiction in which you are located notwithstanding this limitation; (ii) you may not create derivative works based on the Software; (iii) you may not remove any patent, trademark, copyright, trade secret or other proprietary notices or labels on the Software or Documentation; (iv) you may not transfer, lease, assign, sublicense, pledge, rent, share or distribute the Software or make it available for timesharing, service bureau or on-line use, unless previously agreed to in writing by Tools4ever; and (v) you may not disclose the results of any performance, functional or other evaluation or benchmarking of the Software to any third party without the prior written permission of Tools4ever.

#### **13. Support contract**

Tools4ever Reseller or Tools4ever will provide support to Customer regarding the contracted Software, in accordance with its then-current published Software support policy, if any. Tools4ever has no obligation of frequency of the upgrade availability, new functions, or any other characteristics of Software. The Customer must have a support contract in order to get support. The duration of a support contract is 1 year. The support contract also provides Customer with the right to download from Tools4ever's website free upgrades of the Software. If Tools4ever or Tools4ever Reseller does not receive a cancellation of a support contract in writing two months before the expiration date,

Tools4ever or Tools4ever Reseller will continue the support contract for another year and send an invoice to Customer.

Support for Software services (SAAS) is integrated and part of the Software service.

#### **14. Consent use of data**

You agree that Tools4ever and its affiliates may collect and use technical information you provide as a part of support services related to the Software in accordance with the relevant provisions of the Personal Data Protection Act in an aggregated and non-identifying form.

#### **15. Miscellaneous**

(i) Where the Customer comprises two or more persons, their liabilities and obligations to Tools4ever Contracting Party shall be joint and several.

(ii) The headings of the clauses in this contract are for convenience only and do not affect the interpretation of this Agreement.

(iii) This Agreement shall be construed in accordance with the laws of The Netherlands and the Dutch courts shall have sole jurisdiction in any dispute relating to these conditions. If any part of these conditions shall be or become invalid or unenforceable in any way and to any extent by any existing or future rule of law, order, statute or regulation applicable thereto, then the same shall to the extent of such invalidity or enforceability be deemed to have been deleted from the conditions which shall remain in full force and effect as regards all other provisions.

#### **16. Acknowledgment**

Customer acknowledges that Customer has read this Agreement in full, has fully understood its terms and agrees to be bound thereby. This Agreement contains the complete and exclusive agreement between the parties and supersedes all proposals or prior agreements, including but not limited to general terms and conditions, oral or written, and any other communications between the parties and supersedes all proposals or prior agreements, oral and written, and any other communications between the parties relating to the subject matter of this Agreement.

#### **17. Communication**

By registering or downloading this product, you make the registered e-mail address available to receive information about Tools4ever and our products. To remove yourself from this mailing list, please send an e-mail to [sales@tools4ever.com](mailto:sales@tools4ever.com) with "unsubscribe" in the subject line of the e-mail.

#### **18. Remuneration and Payment**

- Pricing information on the website, in quotations, price lists and other literature is purely informational and only binding insofar they are confirmed and accepted by the Tools4ever Contracting Party.

- All fees are net amounts to which the statutory value-added tax (VAT) applicable at the time of delivery of the Software is added unless specified otherwise.

- Customer is responsible for making full and timely payment for the Software. Customer shall pay all of Tools4ever Contracting Party reasonable fees, costs and expenses (including reasonable attorneys' fees) if legal action is required to collect outstanding balances.

- If Customer reasonably and in good faith disputes an invoice or part of it, Customer shall notify the Tools4ever Contracting Party of such dispute within 8 days of receipt of the invoice, providing details of why the invoiced amount is incorrect and, if possible, how much Customer considers is due.

- All Charges not in dispute shall be paid by the Due Date.

- Where Tools4ever Contracting Party has not received payment for undisputed Charges by the Due Date, Tools4ever Contracting Party shall be entitled to charge interest on the overdue charges at the highest rates permitted by applicable law. Where Tools4ever Contracting Party has not received payment within the Due Date, Tools4ever Contracting Party may take all or any of the following actions until such time as payment, including any interest due, has been received:



(1) withhold any sums owing to Customer by Tools4ever Contracting Party and offset it against any sums Customer owes to Tools4ever Contracting Party under the relevant Software agreement;

(2) suspend Customer the use of the Software in relation to which charges are outstanding;

(3) withdraw any discount in relation to the relevant provided Software;

(4) Tools4ever Contracting Party shall be entitled to terminate this Agreement in whole or in part.

- Should the amount of actual users/servers exceed the registered number of user/servers of Tools4ever Software, Customer shall pay the rates for each exceeding user/server. This shall not affect any other claims Tools4ever Contracting Party may have.
- Customer shall not be entitled to offset any sums owed to it by Tools4ever Contracting Party under any agreement or dispute between the Parties against any sums that Customer owes to Tools4ever Contracting Party under this Agreement.

#### **19. Audit rights**

Tools4ever Contracting Party or Tools4ever may, upon fifteen (15) days' advance notice and at its expense, conduct an annual audit, during your normal business hours, of your use of the Software and Documentation to verify compliance with this Agreement. You shall Tools4ever Contracting Party or Tools4ever or an authorized representative with access to records, hardware and employees in order to perform the audit.

#### **20. Additional Software and changes to EUSLA terms**

This license agreement applies to updates or supplements to the original Software provided by Tools4ever Contracting Party, unless we provide other terms along with the update or supplement.

We may change these terms at any time by sending you a message with details of the change or notifying you of a change when you next start the Software, Software service or log onto the environment of Tools4ever Contracting Party. The new terms may be displayed on screen and Customer may be required to read and accept them before the Customer can continue the use of the Software or Software service.

#### **21. Notice:**

The use of illegally obtained registration information (for example, serial number) can produce unpredictable results and cause damage to your computer and/or its contents. The use of anything other than a legal registration code is a crime, and is punishable both criminally and civilly. Tools4ever will aggressively prosecute anyone attempting to misuse illegally Tools4ever or Tools4ever Holding copyright, products, services and/or registration data.

A Tools4ever Contracting Party is acting on behalf of it's own and not on behalf of other Tools4ever entities, members of the Tools4ever group, Tools4ever Resellers or Tools4ever business partners.

**(c) Copyright Tools4ever, 2016.**