



## END-USER SOFTWARE LICENSE AGREEMENT

**IMPORTANT -- READ CAREFULLY:** This is a legal agreement between you, the end user, (either an individual or an entity), and Carnetsoft BV for the software product identified below. This license ("License") contains rights and restrictions associated with use of the accompanying software ("Software") including, but not limited to, one or more of the following: source code, object code, dynamic link libraries, static libraries, classes, byte code, header files, utility programs, makefiles, images and scripts together with the accompanying documentation and examples. The Software is protected from illegal use. Read the License carefully before downloading, installing or using the Software. By downloading, installing or using the Software you agree to be bound by the terms and conditions of this License. If you do not agree to the terms of this Agreement, do not download, install, copy or use the Software.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

### 1. Limited License Grant

Subject to payment of applicable license fees, Carnetsoft BV grants to you ("Licensee") a non-exclusive, non-transferable limited license to use the Software. Except for the foregoing, Licensee may not re-distribute the Software in whole or in part, either separately or included with a product. You may: use the Software on any single computer; use the Software on a network, provided that each person accessing the Software through the network must have a copy licensed to that person; or copy the Software for archival purposes, provided any copy must contain all of the original Software's proprietary notices. Additional copies of Software must be purchased directly from Carnetsoft BV. You may not, nor permit anyone else to use the software to create scenarioscripts and/or databases for any commercial purpose other than your own use.

### 2. Use Definition.

The Software is "in use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM, or other storage device) of that computer, except that a copy installed on a network server for the sole purpose of distribution to other computers is not "in use".

### 3. Restrictions.

The Software is confidential copyrighted information of Carnetsoft BV and title, ownership rights, and intellectual property rights in the Software and all rights to the Software are retained by Carnetsoft BV. The Software is protected by the copyright laws and treaties. Title and related rights in the content accessed through the Software is the property of the applicable content owner and may be protected by applicable law. This License gives you no rights to such content. You may not: modify, translate, reverse engineer, decompile, decrypt, extract or disassemble the Software; copy the Software other than as specified in Section 1 of this License or alter or remove any proprietary notices or labels on the Software.

Therefore you must treat the Software like any other copyrighted material and not reproduce it except that you may either: (a) make one copy of the Software solely for backup or archival purposes, or (b) transfer the Software to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy any printed materials accompanying the Software.

#### 4. High Risk Activities.

The Software is not fault-tolerant and is not designed, manufactured or intended for use in on-line control equipment in hazardous environments requiring fail-safe performance, such as in the design, construction, operation or maintenance of any aircraft, air traffic, aircraft navigation, aircraft communications, nuclear facilities, direct or indirect life support machines, or weapons systems. Carnetsoft BV and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities. Licensee warrants that it will not use or redistribute the Software for such purposes.

#### 5. Trademarks and Logos.

This License does not authorize Licensee to use any Carnetsoft BV name, trademark, or logo, unless specifically agreed between Carnetsoft BV and Licensee. Licensee acknowledges that Carnetsoft BV owns the logos and icons and agrees to: not do anything harmful to or inconsistent with Carnetsoft BV's rights.

#### 6. Taxes.

All charges and fees paid are exclusive of and do not include any taxes, duties, or similar charges imposed by any government. Licensee agrees to pay or reimburse Carnetsoft BV for all federal, state, dominion, provincial, or local sales, use, personal property, excise, VAT or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by the Agreement (other than taxes on the net income of Carnetsoft BV).

#### 7. Cooperation and Operation.

Licensee shall cooperate to the fullest extent necessary to enable Carnetsoft BV to replicate any problems, determine that the problem resides with the Software, and certify that the problem has been corrected. Licensee is responsible for selecting an operator who is qualified to operate the Software on Licensee's own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Software. Carnetsoft BV reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to such background information or any other matters not directly relating to the operation of the Software. Licensee is also responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate.

#### 8. Disclaimer of Warranty.

Carnetsoft BV warrants that (a) the Software will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Support Services provided by Carnetsoft BV shall be substantially as described in applicable

written materials provided to you by Carnetsoft BV, and Carnetsoft BV support engineers will make commercially reasonable efforts to solve any problem issues. Some jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the Software, if any, are limited to ninety (90) days.

EXCEPT AS PROVIDED ABOVE, THIS SOFTWARE AND ANY RELATED SERVICES OR DOCUMENTATION IS PROVIDED ON AN "AS IS" BASIS, WITHOUT A WARRANTY OF ANY KIND. ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY EXCLUDED. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS BORNE BY YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU AND NOT CARNETSOFT BV ASSUME THE ENTIRE COST OF ANY SERVICE AND REPAIR. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. IN SOME JURISDICTIONS THIS MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT ARE BY JURISDICTION.

#### 9. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CARNETSOFT BV OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES SUFFERED BY LICENSEE OR ANY THIRD PARTY AS A RESULT OF USING OR DISTRIBUTING SOFTWARE. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL CARNETSOFT BV OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, TORT, CONTRACT, OR OTHERWISE, ARISING OUT OF THE USE OF, MISUSE OF OR INABILITY TO USE SOFTWARE, EVEN IF CARNETSOFT BV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN SOME JURISDICTIONS THIS MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT ARE BY JURISDICTION.

In no event will Carnetsoft BV's liability to Licensee, whether in contract, tort (including negligence), or otherwise exceed the total price paid for the software or the annual Service Fee paid to Carnetsoft BV by Licensee for the twelve (12) months preceding the event giving rise to the claim. No action, whether in contract or tort including but not limited to negligence, arising out of or in connection with this Agreement may be brought by either party more than eighteen (18) months after the cause of action has accrued.

#### 10. Customer Remedies.

Carnetsoft BV's and its suppliers' entire liability and your exclusive remedy shall be, at Carnetsoft BV's option, either (a) return of the price paid, if any, or (b) repair or replacement of the Software that does not meet Carnetsoft BV's Limited Warranty. All Software returns and replacements

must include a copy of the original receipt. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

#### 11. Termination.

Licensee may terminate this License at any time by destroying all copies of Software. This License will terminate immediately without notice from Carnetsoft BV if Licensee fails to comply with any provision of this License. Upon such termination, Licensee must destroy all copies of Software.

#### 12. Governing Law.

Any action related to this License will be governed by Dutch law. No choice of law rules of any jurisdiction will apply.

#### 13. Severability.

IF ANY OF THE ABOVE PROVISIONS ARE HELD TO BE IN VIOLATION OF APPLICABLE LAW, VOID, OR UNENFORCEABLE IN ANY JURISDICTION, THEN SUCH PROVISIONS ARE HERewith WAIVED OR AMENDED TO THE EXTENT NECESSARY FOR THE LICENSE TO BE OTHERWISE ENFORCEABLE IN SUCH JURISDICTION. HOWEVER, IF IN CARNETSOFT BV 'S OPINION DELETION OR AMENDMENT OF ANY PROVISIONS OF THE LICENSE BY OPERATION OF THIS PARAGRAPH UNREASONABLY COMPROMISES THE RIGHTS OR INCREASE THE LIABILITIES OF CARNETSOFT BV, CARNETSOFT BV AUTOMATICALLY TERMINATES THE LICENSE WITHOUT ANY REMEDY TO THE LICENSEE. UPON SUCH TERMINATION, LICENSEE MUST DESTROY ALL COPIES OF THE SOFTWARE.

#### 14. Breach of Agreement.

It is understood and agreed that, notwithstanding any other provision of this Agreement, Licensee's breach of any of the provisions of this Agreement will cause Carnetsoft BV irreparable damage for which recovery of money damages would be inadequate, and that Carnetsoft BV will therefore be entitled to seek timely injunctive relief to protect Carnetsoft BV 's rights under this Agreement in addition to any and all remedies available at law.

#### 15. Miscellaneous.

This Agreement is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Should you have any questions concerning this Agreement, or if you desire to contact Carnetsoft BV for any reason, please write: Carnetsoft BV, Joeswerd 85, 9746CR, Groningen, The Netherlands, or e-mail: [info@carnetsoft.com](mailto:info@carnetsoft.com). URL: <https://cs-driving-simulator.com>