

END-USER LICENSE AGREEMENT (EULA)

Introduction

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4 Confidentiality

You acknowledge and agree that the Software was developed at considerable time and expense by Bondix Intelligence and is confidential to and a trade secret of Bondix Intelligence. You agree to maintain the Software in strict confidence and not to disclose or provide access thereto to any person.

5 Limited Warranty

- a) Bondix Intelligence does not and cannot warrant that the Software operates error-free. You should be particularly aware of the fact that calculation errors may occur when using Software for instance caused by local environmental conditions and/or incomplete data.
- b) To the maximum extent permitted by applicable law, Bondix Intelligence and its suppliers, i.e. parties that supply products and services to Bondix Intelligence, provide the Software “AS IS AND WITH ALL FAULTS”, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of satisfactory quality, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of reasonable care and skill, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. Also, there is no warranty or condition of quiet enjoyment, quiet possession, or non-infringement with regard to the Software.

6 Limitation of Liability

- a) Neither Bondix Intelligence nor its suppliers shall be liable (whether in contract, negligence, or anything else) to you or to any third party:

- (i) for any inability to use any third-party equipment or access data, loss of or corruption to data, loss of business, loss of profits, loss of revenue and anticipated savings, business interruption or the like (whether such loss or damage is direct or indirect); or
 - (ii) for any indirect, incidental, consequential loss or damage whatsoever, in each case, arising out of the use of or inability to use the Software even if Bondix Intelligence has been advised of the possibility of such loss or damage.
- b) Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract, negligence, or anything else), the entire liability of Bondix Intelligence and any of its suppliers arising from or related to this EULA shall be limited to the amount actually paid by you for the Software.
- c) Notwithstanding clauses 6.a) and b), or anything else contained in this EULA, neither party's liability for death or personal injury resulting from its own negligence shall be limited.

7 Termination

Without prejudice to any other rights, Bondix Intelligence may immediately terminate this EULA if you fail to comply with any of its terms and conditions. In such event, you must destroy all copies of the Software and all of its component parts. The provisions of this EULA, which by their nature are intended to survive termination, will remain in effect after termination of this EULA. Bondix Intelligence reserves the right, with or without notice, to discontinue update, upgrade and supplement services provided to you or made available to you through the use of the Software.

8 Links to Third-Party Sites

Bondix Intelligence is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services.

9 Third-Party Rights

A party which is not a party to this EULA has no rights under applicable legislation in relation to the rights of third parties to rely upon or enforce any term of this EULA but that does not affect any right or remedy of a third party which exists or is available apart from such applicable legislation.

10 Entire Agreement

This EULA (including any addendum or amendment to it which may be supplied with the Software and but not limited to the applicable General Conditions) and any other terms and conditions, is the entire agreement between you and Bondix Intelligence relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent that the terms of any Bondix Intelligence policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall govern. Nothing in this EULA shall exclude or limit Bondix Intelligence's liability for fraudulent misrepresentation. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

11 Translations

The English version of this EULA is the controlling version. Any translations are provided for convenience only.

12 Governing Law

This EULA and any disputes related to this EULA or to the use of the Software or otherwise are subject to Dutch law. The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded from application to this EULA. All disputes arising out of this EULA shall be settled by the courts of Overijssel, Location Almelo (The Netherlands), which will have exclusive jurisdiction in respect of any such disputes. Should you have any questions concerning this EULA, or desire to contact Bondix Intelligence for any reason, please visit the Bondix Intelligence website at

<https://www.bondixintelligence.com>.