

Create it REAL

## END USER LICENCE AGREEMENT

WARNING. BEFORE PROCEEDING PLEASE READ THE TERMS OF THIS LICENCE AGREEMENT CAREFULLY. ALL INTELLECTUAL PROPERTY RIGHTS SUBSISTING IN THE ENCLOSED SOFTWARE, INCLUDING ANY DOCUMENTATION, AND AUTHORISED COPIES ARE OWNED BY Create it REAL APS. IT IS UNLAWFUL TO LOAD THE SOFTWARE INTO A COMPUTER WITHOUT OUR LICENCE. WE ARE WILLING TO LICENSE THE SOFTWARE TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL THE TERMS CONTAINED IN THIS LICENCE AGREEMENT. BUYER'S USE OF THE SOFTWARE INDICATES HIS/HER ACCEPTANCE OF THESE TERMS AND CONDITIONS AND IS BOUND TO THEM. IF YOU DO NOT AGREE WITH THESE TERMS WE ARE UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU RETURN THE DISTRIBUTION MEDIA, DOCUMENTATION, AND ASSOCIATED MATERIALS TO THE VENDOR FROM WHOM THE SOFTWARE WAS PURCHASED WITH PROOF OF PURCHASE FOR A FULL REFUND, AND ERASE THE SOFTWARE FROM ANY AND ALL STORAGE DEVICES UPON WHICH IT MAY HAVE BEEN INSTALLED WITHIN 14 DAYS.

### 1 DEFINITIONS

1.1 "The Medium" means the diskette, CD-ROM, Zip, Executable or other medium on which the Software is recorded.

1.2 "The Software" means the software program and related documentation (if any) covered by this Licence Agreement.

1.3 "We", "us" and "our" means Create it REAL ApS.

1.4 "You" means the individual or entity seeking to use the Software (the licensee).

### 2 LICENCE

2.1 This Licence Agreement contains the terms on which we permit you to use the Software.

2.2 You only have the right to use the Software if the Software has been licensed to you by us or by our authorised distributor or if you have received a valid assignment from someone else (a "Former Owner").

2.3 If you do not have a right to use the Software as set out above, you must not use it, or attempt to assign or grant any licence to anyone else.

2.4 If you received the Software from a Former Owner, you cannot obtain any greater rights to use the Software than they themselves had. If you fail to obtain the rights you expected, your remedy will be to issue proceedings against the Former Owner. For example, if the Former Owner did not hold a valid licence you will obtain no rights to use the Software from him or her.

2.5 This Software also uses third-party libraries that are distributed under their own terms (see LICENSE-3RD-PARTY.rtf)

### **3 GRANT OF LICENCE**

3.1 If you have a valid right to use the Software as set out above, you may use the Software providing the use falls within the permitted use set out below and for no other purpose. Your licence is perpetual and non-exclusive and does not permit you to sub-license.

3.2 To use a Software Product identified as an upgrade, you must first be licensed for the original Software Product identified by us as eligible for the upgrade. After upgrading, you may no longer use the original Software Product that formed the basis for your upgrade eligibility.

3.3 This EULA applies to updates or supplements to the original Software provided by us unless we provide other terms along with the update or supplement. In case of a conflict between such terms, the other terms will prevail.

3.4. No Support. You acknowledge and agree that Create it REAL ApS is under no obligation to provide any maintenance, support, or upgrades for the Software (including, without limitation, any Upgrades). At its sole option and election, Create it REAL ApS may provide one or more Upgrade(s) for the Software over time to include additional functionality. Autodesk does not warrant or ensure that the version of the Software you acquire will be compatible with any future major or minor release, version or Upgrade of the Software.

### **4 PERMITTED USE**

4.1 This Licence Agreement authorises you to load the Software into and use it on a single computer (of the type identified on the package) which is under your control. If you wish to transfer the Software from one computer to another, you must erase the Software from the first hard drive before you install it onto a second hard drive. You will also need to contact your distributor to request a new key for the new computer.

4.2 You may copy the Software for backup, archival and other security purposes and make up to two copies of the documentation (if any) accompanying the Software provided that you keep the original and each copy in your possession, that your installation and use of the Software falls within the permitted use set out in this Licence Agreement and that all copyright notices and any other proprietary notices found on the original are reproduced on any such copies or partial copies.

4.3 This Licence Agreement allows you to transfer the Software to another person, on a permanent basis only, provided that all copies of the Software are transferred to that person and/or copies not transferred are destroyed and that the other person agrees to the terms of this Licence Agreement. In this event the licence of the Software to you will automatically terminate. The new owner will need to contact your distributor to get a new key for his own computer.

### **5 RESTRICTIONS ON USE**

You may not, nor permit others to:

5.1 rent, lease, sub-license, assign, transfer or distribute the licence or the Software except as permitted by this Licence Agreement;

5.2 create derivative works based upon the Software or any part of it or remove, obscure or vary any proprietary notices on or in the Software;

5.3 translate, disassemble, decompile, reverse engineer, modify or otherwise tamper with the Software;

5.4 make copies of the Software, in whole or part, except for back-up purposes as permitted in this Licence Agreement or adapt, modify, translate or delete the documentation (if any) accompanying the Software or copy the documentation except as provided by this Licence Agreement.

## **6 UNDERTAKINGS**

6.1 You undertake to ensure that any third party is made aware of the terms of this Licence Agreement before using the Software.

6.2 You undertake to hold all data (including object and source codes), drawings, specifications, software listings and all other information relating to the Software, confidential and not at any time disclose the same, during this licence or after its expiry or whether directly or indirectly, to any third party without our consent.

## **7 OWNERSHIP**

We shall retain ownership of the Software at all times. You only own the Medium on which the Software is recorded which you may retain, on termination of this Licence Agreement, provided the Software is erased.

## **8 INTELLECTUAL PROPERTY**

We own the copyright, trademark, trade names, patents and other intellectual property rights subsisting in or used in connection with the Software, including all documentation (if any) and all other copies which you are authorised to make by this Licence Agreement.

## **9 WARRANTY**

9.1 Subject to clause 9.3, we warrant that the Medium on which the Software is recorded will be free from material defects under normal use and that the copy of the Software in this package will materially conform to the documentation that accompanies it. The Warranty Period is 30 days from the date of your purchase of the Software.

9.2 We shall not be liable under the warranties given in clause 9.1 above if the Medium or the Software fails to conform to the said warranty because of any corruption, abuse or incorrect use of the Medium or Software (including use of the Software with equipment or other software which is incompatible) or because of any variation, modification or addition to the Software not performed by us.

## **10 DISCLAIMER**

We do not warrant that this Software will meet your requirements or that its operation will be uninterrupted or error free. We exclude and expressly disclaim all express and implied warranties or conditions not stated in this Licence Agreement (including without limitation, loss of profits, loss or corruption of data, business interruption or loss of contracts), so far as such exclusion or disclaimer is permitted under the applicable law. This Licence Agreement does not affect your statutory rights.

## **11 LIABILITY**

11.1 Nothing in this Licence Agreement shall exclude or limit our liability for fraudulent misrepresentation or for death or personal injury resulting from our negligence.

11.2 Our entire liability to you in respect of any claim whatsoever or breach of this Licence Agreement, whether or not arising out of negligence, shall be limited to the amount you paid for the Software.

11.3 In no event shall we be liable to you for any damages, including loss of business, loss of opportunity, loss of data, loss of profits or for any other indirect or consequential loss or damage whatsoever arising out of the use of or inability to use the Software, even if we have been made aware of the possibility of such damages. In particular, we accept no liability for any programs or data made or stored with the Software nor for the costs of recovering or replacing such programs or data.

## **12 TERMINATION**

12.1 This Licence Agreement will terminate automatically if you breach of any of its terms or if you destroy the Software and any copies or return the Software to us or your supplier voluntarily.

12.2 Upon termination all rights you have to use and assign the Software will cease and you must destroy or delete all copies of the Software from all storage media in your control.

## **13 SEVERABILITY**

If any provision of this Licence Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Licence Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

## **14 ENTIRE AGREEMENT**

This Licence Agreement contains the entire Agreement between us relating to the subject matter and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to the subject matter.

## **15 ASSIGNMENT**

If you assign this licence you are advised to give the licence certificate to the assignee and to give them evidence that you are a valid assignor. Once you have assigned this licence, you no longer have a right to use the Software and you should destroy any copies you have of the Software (or give them to the

assignee) as you will be in breach of copyright by using them or loading them.

## **16 GOVERNING LAW AND JURISDICTION**

This agreement shall be governed by and construed in accordance with the law of Denmark and the parties submit to the exclusive jurisdiction of the courts of Denmark.

© 2014 Create it REAL ApS. The information contained herein is subject to change without notice. The only warranties for Create it REAL software and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. Create it REAL shall not be liable for technical or editorial errors or omissions contained herein. Portions of the Software include technology used under license