

End-User License Agreement (EULA) of Qinertia

IMPORTANT – READ CAREFULLY BEFORE INSTALLING THE SOFTWARE

This End-User License Agreement ("**EULA**") is a legal agreement between you and SBG Systems SAS

This EULA agreement governs your acquisition and use of our Qinertia software ("Software") with all features included directly from SBG Systems SAS or indirectly through a SBG Systems SAS authorized reseller or distributor (a "Reseller"), with certain features being subject to geographical limitations.

Please read this EULA agreement carefully before completing the installation process and using the Qinertia software. It provides a license to use the Qinertia software and contains warranty information and liability disclaimers.

If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install or use the Software, and you must not accept this EULA agreement.

This EULA agreement shall apply only to the Software supplied by SBG Systems SAS herewith regardless of whether other software is referred to or described herein. The terms also apply to any SBG Systems SAS updates, supplements, Internet-based services, and support services for the Software, unless other terms accompany those items on delivery. If so, those terms apply.

License grant

The license granted by this agreement is subject to the license parameters defined hereinafter:

1. Commercial License:

The Software consists of a computer program downloadable from a website. The commercial license may be limited in time or unlimited as determined by the terms and conditions of your purchase of the product.

SBG Systems SAS hereby grants you a personal, non-transferable, non-exclusive license to install and use the Qinertia commercial mode on your devices in accordance with the terms of this EULA agreement for personal or commercial use.

2. Trial License:

The Software consists of a computer program downloadable from a website. The Software is equipped with a time-control disabling function connected to the license number. You are allowed to use the Software for a certain period starting from the date on which you activate the license.

SBG Systems SAS hereby grants you a personal, non-transferable, non-exclusive license to install and use the Qinertia Trial version on your devices in accordance with the terms of this EULA agreement solely for evaluation purposes.

All remaining provision of this agreement apply to all licenses of the Software:

You are permitted to load the Qinertia software (for example a PC, laptop, mobile or tablet) under your control. You are responsible for ensuring your device meets the minimum requirements of the Qinertia software.

SBG guarantees that the Software operates in accordance with the Documentation, the Software is free of any known virus or any harmful code or instructions whose purpose is to interrupt, damage or interfere with the normal use of the Software.

SBG reserves all rights in the Software not explicitly granted herein.

License Restrictions

You are not permitted to:

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- Decompile, disassemble, reverse engineer, or reduce the Software for any purpose whatsoever.
- Provide the Software as a service for third parties or other similar service that involve the reassignment of the Software license to third parties, e.g. remarking, reselling service, or cloud services unless you have a separate Service Provider License Agreement in force.
- Divide your license and resell or loan part(s) of it.
- Copy any written materials accompanying the Software.
- Bypass any technological protection measures or security features of the Software.
- Any use for processing not authorized by SBG Systems.

You may use all elements of the Software as integral components thereof exclusively for the purpose of performing the Software's functionalities set forth by SBG Systems.

1. Commercial License:

You are prohibited from distributing, providing access to or use the Software or its any component either alone or as part of another product or service for commercial or production purposes. Any attempt to do so will void your license and may disable your continued use of the Software.

You hereby accept that in case of any type of transfer of the Software by you, this Agreement automatically ceases to exist on the effective date of the transfer, and you shall lose all the rights arising from this Agreement.

2. Trial License:

The Trial license shall only be used for internal evaluation and testing. The Trial version may have limited features and functionalities compared to the full version of the Software.

You may not use the Software after the trial period has expired. To continue to use the Software after the trial period, you must purchase the Software to be able to use it with Commercial license.

Geographical Limitations

The import of "T04 files" is strictly limited to users residing within the European Union. Users located outside the European Union shall not access or use this feature. SBG Systems reserves the right to verify users' locations to ensure adherence to this restriction.

Intellectual Property and Ownership

SBG Systems SAS shall at all times retain ownership of the Software as originally downloaded by you and all subsequent downloads of the Software by you. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto) are and shall remain the property of SBG Systems SAS.

SBG Systems SAS reserves the right to grant licenses to use the Software to third parties.

Termination

This EULA agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time upon written notice to SBG Systems SAS.

In case of infringement of any term of this EULA agreement, you expressly acknowledge that it constitutes a material breach of this Agreement, giving the right to SBG Systems to immediately terminate this Agreement. SBG Systems will take the necessary measures to ensure that the infringement is terminated and to enforce your compliance with the above provisions. In addition, SBG Systems shall be entitled to enforce payment for its damages as well as other rights and claims under the governing laws in force resulting from your breach of this Agreement.

Warranties and Disclaimers

The warranties of merchantability, fitness for a particular purpose, and non-infringement.

Governing Law

This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, shall be governed by and construed in accordance with the laws of France.

Inquiries

All inquiries regarding this agreement should be directed to **SBG Systems SAS**.

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