

# End User License Agreement for Software X

## 1. License scope

1.1. Licentiegever Y hereby grants to the rightful acquirer of Software X ("you") a right to use this software. This right is limited to use by you as a natural person not acting in the course of business, including fellow residents of your home.

1.2. This license is personal. The software may be installed on an unlimited number of computers, but only an authorized user (or the authorized number of users) may actually use the software.

1.3. It is expressly forbidden to:

- reverse engineer the source code of the software or to decompile the software, except to the extent permitted by mandatory law or applicable open source license;
- provide copies of the software to third parties, not counting fellow residents of your home;
- sublicense the software or otherwise make available the software to third parties, including by rental, Software-as-a-Service models or otherwise;
- modify the software, except to the extent permitted by mandatory law;
- remove indications of Licentiegever Y as copyright holder of the software or to remove or render illegible any part thereof.

1.4. You may make a backup copy of the software. This backup copy may not be used or traded or distributed in any way, except in conjunction with the original software.

## 2. Intellectual property

2.1. All right, title and interest to the software, the accompanying documentation and all modifications and extensions thereto rest and remain with Licentiegever Y. You only have the rights and permissions explicitly granted to you by this agreement or granted in writing otherwise. You may not use, copy, distribute or publish the software in any other manner.

2.2. The software comprises third-party open source software. The respective third-party rights holders grant you the rights indicated in the applicable open source licenses. These licenses can be found in the documentation. This end user license agreement does not apply to this open source software, and nothing in this agreement shall be construed as a limitation of any right granted to you under an open source license.

## 3. Consideration

3.1. The usage right is subject to payment of a one-time license fee, due when the software is first used.

## 4. Updates

4.1. Licentiegever Y from time to time releases updates that address bugs or improve

## **8. Miscellaneous terms**

8.1. Dutch law applies to this end-user license agreement.

8.2. Unless dictated otherwise by mandatory law, all disputes arising in connection with this agreement shall be brought before the competent Dutch court for the principal place of business of Licentiegever Y.

8.3. A finding that any particular provision of this agreement is legally void shall not affect the validity of the entire agreement. In such a case the parties shall determine a replacement provision that is legally valid and approximates the intent of the offending provision as much as possible.

8.4. Licentiegever Y may assign its rights and obligations under this agreement to a third party that acquires the relevant business or the copyrights to Software X from her.

VOORBEELD