

# END USER LICENSE agreement IVLibrary APP

## **SOFTWARE DESCRIPTION**

This end user license agreement applies to the following software (components). These software (components) have the corresponding description.

The IVLibrary App allows the user (s) to access a large number of lighting components through the Autodesk REVIT platform. The IVLibrary App supports the BIM Process for various sectors such as lighting technicians and electrical engineers.

Hereinafter referred to as “**the Software**”.

## **ARTICLE 1. SCOPE OF THE LICENSE**

IVLighting V.O.F, hereby grants to the lawful acquirer of the Software a right of use ("License") for this Software. This right is limited to use by you within your company or institution.

1.2 This License is limited under these terms, non-sublicensable and non-transferable. The Software may be installed on a limited number of computers or servers, but only an authorized user (or the authorized number of users) may actually use these installations.

1.3 It is not permitted to;

- a. Reverse engineer or decompile the source code of the Software, except to the extent permitted by mandatory law;
- b. Copy the Software to third parties;
- c. Sublicense the Software or make it available to third parties, through rental, Software-as-a-Service constructions or otherwise;
- d. Make changes to the Software, except to the extent permitted by mandatory law;
- e. Remove or render illegible any designations of IVLighting V.O.F partnership and / or its licensors as titleholders of the Software or parts thereof

1.4 You are allowed to make a backup copy of the Software. However, you may not use, trade or distribute this backup independently other than in conjunction with the original Software.

1.5 You are also allowed to install the Software in a test environment. Under no circumstances should you use or trade this installation in the test environment for production purposes.

## **ARTICLE 2. INTELLECTUAL PROPERTY**

2.1 All rights to the Software, associated documentation, and all changes and extensions are and remain with IVLighting V.O.F partnership and / or its licensors. You will only acquire the rights of use and powers that arise from the scope of this license or that are granted in writing, and for the rest, you may not use, reproduce or make public the software.

2.2 Nothing in this agreement is intended to transfer any intellectual property rights to you. The use you may make of the Software is limited to what is described in this agreement. You will not take any action that may infringe the intellectual property rights of licensors of IVLighting V.O.F partnership.

2.3 IVLighting V.O.F partnership and / or its licensors can make third-party software available to you. The (open source) (license) conditions of those third parties may apply. You warrant that it accepts and will strictly comply with these third-party terms.

## **ARTICLE 3. MAINTENANCE AND SUPPORT**

3.1 The IVLibrary App is provided to you "as-is", that is to say, it does not provide support, nor by telephone, through any other means, and no bug fixes or changes will be made available.

#### **ARTICLE 4. WARRANTIES AND LIABILITY**

4.1 IVLighting V.O.F partnership provides the Software "as-is" and will endeavor to ensure that the Software does not contain viruses, back doors or malicious routines, but makes no warranties in this regard; IVLighting V.O.F partnership warrants that the Software will not violate any third party rights (such as copyrights), excluding violations resulting from any specific use of the Software; but otherwise nothing.

4.2 The performance and results from the Software depend on the information you provide and enter into the Software. You are aware that incorrect input can lead to incorrect results. IVLighting V.O.F is in no way liable for damage resulting from incorrect results of the Software.

4.3 IVLighting V.O.F partnerships liability for damages in connection with installing or using the Software or failing to fulfill a warranty provided above is limited to an amount equal to the compensation paid by you. However, during the evaluation period referred to in clause 3.2, IVLighting V.O.F is not liable to you for any reason whatsoever in connection with the Software.

4.4 No liability exists if the damage is not reported to IVLighting V.O.F partnership within a reasonable time after discovery. Furthermore, no liability exists if the damage is the result of force majeure.

#### **ARTICLE 5. CONFIDENTIALITY**

5.1 Parties will treat information they provide to each other before, during or after the execution of the agreement confidentially if this information is marked confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential. The parties also impose this obligation on their employees as well as on third parties engaged by them for the execution of the agreement.

5.2 Confidential means in any case the Software, its source code and accompanying documentation.

5.3 This obligation will continue to exist after termination of the agreement for whatever reason, for as long as the providing party can reasonably claim the confidential nature of the information.

#### **ARTICLE 6. FINE PROVISION**

6.1 In the event of a violation of the terms of use, intellectual property rights or the confidentiality of this agreement, you will forfeit an immediately payable fine of EUR 10.000 for each violation and EUR 1.000 each day that the violation continues, without the need for notice of default, without prejudice to the right to claim additional damages.

#### **ARTICLE 7. DURATION OF THE AGREEMENT**

7.1 This agreement is entered into for a period of twelve (12) months and commences at the time of signing, unless agreed otherwise in writing. After the aforementioned period, the agreement will always be tacitly extended by the same period until the moment of cancellation.

#### **ARTICLE 8. OTHER PROVISIONS**

8.1 Dutch law applies to this end-use agreement

8.2 As long as not dictated otherwise by mandatory rules, all disputes that may arise as a result of this agreement will be submitted to the competent court for the district in which IVLighting V.O.F partners is located.

8.3 If any provision of this agreement proves to be invalid, this will not affect the validity of the entire agreement. In that case, the parties will determine (a) new provision (s) to replace the intention of the original agreement as much as legally possible.

8.4 IVLighting V.O.F partners may transfer its rights and obligations under this agreement, without your prior consent, to a third party that acquires the relevant business activities or the licenses in the Software from it.

## **ARTICLE 9. CONTACT**

If you have any questions about the terms and conditions, or wish to make a complaint please contact us at:

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