License agreement

**This End User License Agreement ("Agreement") is a legal contract between you, as an individual or single business entity, and Alamedo, SL with respect to the use of any of the products released under Alamedo's trademark and provided on Alamedo's websites.**

This Agreement is entered into between you ("Customer") and Alamedo, SL ("Licensor") for Alamedo software ("Software Product") accompanying this Agreement, including any associated media, printed materials and electronic documentation. The Software Product also includes any software updates, enhancements, modifications, revisions, revisions, additional components, templates, forms and/or supplements that Licensor may provide to Customer or make available to Customer, or that Customer may obtain from the use of features or functionality of the Software Product after the date on which Customer obtained the initial copy of the Software Product, to the extent that such items are not accompanied by a separate License Agreement or terms of use. Notwithstanding the foregoing, Licensor shall have no obligation to make available to Customer any updates, upgrades, enhancements, modifications, revisions or additions to the Software Product made by Licensor subsequent to the date Customer paid the applicable license fee, except as otherwise provided in the Maintenance Terms. As set forth below, Customer consents to the transmission of certain information about Customer's computer during activation, checks and for Internet-based services when using the Software Product. By installing, accessing or otherwise using the Software Product, Customer agrees to be bound by the terms of this Agreement. If you do not agree to the terms and conditions of the Agreement, do not use the Software Product. Use of the Software Product in contravention and/or breach of any of the terms of the Agreement is prohibited by applicable international law.

The license types provided with the Software Product are listed below. Only one license type may be applied to Customer. If you wish to determine your license type, please refer to the message containing your registration code or open the "About" dialog box with the license details. If you still need help determining your license type, please go to support@alamedo.biz.

**SINGLE LICENSE**

This type of license permits operation of the Software on a computer, workstation or other digital electronic device ("Device") that complies with the system requirements of the Software as specified in the Documentation. For the rights granted to Customer, Customer is obligated to pay Licensor the applicable license fee.

CUSTOMER'S RIGHTS

Subject to the terms of this Agreement, Licensor grants to Customer the following non-exclusive worldwide rights, which may not be transferred to any third party:

* use the Software Product at any time solely for personal or business purposes, without commercial replication and/or distribution rights either in whole or as part of the derivative software to third parties;
* install and use one copy of the Software Product on the Device and reinstall the Software Product on this Device, which may be privately owned or rented. Customer may install a second copy of the Software Product on a handheld Device owned by Customer for Customer's sole use for personal or business purposes, which complies with all terms and conditions of this Agreement;
* make copies of the Software Product in machine-readable form and duplicate the accompanying documentation in the form of hard (or electronic) copies for emergency backup, software error neutralization, help desk, training, support testing and archiving purposes. Customer is entitled to submit a copy of the Software Product to a third party for sealed preservation;
* refine and configure the Software Product by combining it with other software. The components of the Software Products incorporated in a derivative form, which are the Software Product, are also subject of the given Agreement.

LIMITATIONS

Under the terms of this Agreement, Customer agrees to the following limitations on the use of the Software Product:

* Customer may not reverse engineer, decompile or disassemble the Software Product.
* Customer shall not act as a service bureau or commercial application service provider allowing third party access to the Software Product over the Internet.
* Customer shall not redistribute the Software Product to third parties, in whole or in part, including, but not limited to, components or DLLs.
* Customer shall not use the Software Product over the Internet.
* Customer may not sell, rent, lease, lend or share the Software Product.
* Customer shall not take steps to circumvent protection frameworks or access restrictions built into the Software Product.
* Customer shall not redistribute the Software Product registration number/license authorization file, nor the developer's license file to unauthorized third parties.
* Customer shall not remove or obscure any notice of patent, copyright, trademark or proprietary rights of Alamedo or its licensors that is contained in the Software Product or its components.
* The Customer may not divide the Software Product into components or parts in order to use it separately or transfer it to third parties.

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* The following functions use Internet protocols, which send to the appropriate systems computer information, such as the Customer's Internet protocol address, operating system type, browser, the name and version of the Software Product the Customer is using, and the language code of the Device on which the Customer installed the Software Product. Licensor uses this information to make Internet-based services available to Customer.
* The Software Product uses digital certificates. These digital certificates confirm the identity of Internet users sending encrypted information according to the X.509 standard. They can also be used to digitally sign files and macros, and to verify the integrity and origin of file content. The Software Product retrieves certificates and updates certificate revocation lists over the Internet, when available.
* The customer may not use these services in any way that may harm them or any other person using them. Customer may not use the services to attempt to gain unauthorized access to any service, data, account or network by any means.

WARRANTIES

* Licensor warrants that the Software Product will not have any functionality that has not been disclosed to Customer.
* Licensor warrants that the documentation delivered with the Software Product contains the information necessary for its installation and use.
* For a period of sixty (60) days from the date of issuance of the license key or the date of delivery of the Software Product or documentation to Customer, Licensor warrants that the unmodified Software Product will perform substantially in accordance with the accompanying materials. In the event that Licensor receives written notice of Customer's bug program prior to the end of the warranty period, Licensor will at its own expense and within a reasonable time, but not more than thirty (30) days from receipt of the notice, remove the identified bugs.
* Licensor does not warrant that the Software Product will meet Customer's needs, or that Customer's operation of the Software Product will be uninterrupted or error free, or that all nonconformities can or will be corrected.
* Licensor has established appropriate checks and controls over the Software Product and warrants that the Software Product is free of any computer "virus", malicious program code, Trojan horse, worm or other disabling device, code, design or routine that will self-replicate or cause the Software Product to be erased, becomes inoperable or otherwise restricts the use of the Software Product or the purpose or effect of which is to interrupt, damage or interfere with any use of Customer's computer system or which provides unauthorized access to Customer's computer system.

TERMS AND TERMINATIONS

* This Agreement is valid for a perpetual term, taking into account any restrictions applicable under the applicable laws of the relevant international agreements.
* The license for the trial version of the Software Product is valid for a specified number of days from the time the Software Product is installed on the device. To continue using the Software Product after the trial period, the Customer must pay the applicable license fee (see the Software Product purchase page).
* If applicable, to take advantage of the free no-term version of the Software Product with limited functionality, it is required to fill out the registration form on a company site.
* Without prejudice to any other rights, Licensor may terminate this Agreement if Customer fails to comply with the terms and conditions of this Agreement.
* Upon termination of the Agreement, Customer shall delete all copies of the Software Product and all of its components or warrant in writing that all copies have been deleted.

INTELLECTUAL PROPERTY RIGHTS

* Licensor represents and warrants that it is the owner of the Software Product and all Intellectual Property Rights ("IP") therein and that it has all rights necessary to license the Software Product to Customer under the terms of the Agreement.

DISCLAIMER OF CERTAIN TYPES OF LIABILITY

* In no event shall Licensor be liable to Customer for the costs of procurement of substitute goods or services; loss of profits; loss of sales or business expenses; investments; or commitments in connection with any business, loss of any goodwill, or for any indirect, special, incidental or consequential damages arising out of or in connection with this Agreement or the use of the Software Product.
* The Software Product is not fault tolerant, is not developed and is not intended for use in a risk assessment in insurance or use in health and safety critical operations or operational management by equipment in the conduct of hazardous operations requiring fault resistant performance. The Licensor does not give any guarantee of the possibility of use of the Software Product in the types of activity requiring failure stability.
* The Customer expressly acknowledges and agrees that free trial versions of the Software Product are provided "as is", without warranty of any kind.
* Except for the express limited warranties set forth above, Licensor disclaims all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any implied warranties (if any) of merchantability, fitness for a particular purpose, non-interference, system integration and non-infringement.
* Licensor's aggregate liability hereunder on any one type of claim may not exceed the amount paid to Licensor by Customer for the Software Product hereunder.

**CORPORATE LICENSE**

This type of license grants Customer the right to install and use the Software Product on any number of Devices that conform to the system requirements of the Software Product, as specified in the Documentation, within the same organization and at the same physical location. For the rights granted to Customer, Customer is obligated to pay Licensor the applicable license fee.

CUSTOMER'S RIGHTS

Under the terms of this Agreement, the Licensor grants to the Customer the following non-exclusive worldwide rights, which may not be transferred to any third party:

* install and use a copy of the Software Product on the Device and reinstall the Software Product within this Device, which may be privately owned or rented, at any time solely for personal or commercial purposes, without commercial replication and/or distribution rights either in whole or as part of the derivative software to any third party;
* make copies of the Software Product in machine-readable form and duplicate the accompanying documentation in the form of hard (or electronic) copies for emergency backup, software error neutralization, support, training, support testing and archiving purposes. Customer is entitled to submit a copy of the Software Product to a third party for sealed preservation;
* to refine and configure the Software Product by combining it with other software. The components of the Software Products incorporated in a derivative form, which are the Software Product, are also subject to the given Agreement.

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* Customer may not sell, rent, lease, lend or share the Software Product.
* Customer shall not take steps to circumvent protective frameworks or access restrictions built into the Software Product.
* Customer shall not redistribute the Software Product registration number/license authorization file, nor the developer's license file to unauthorized third parties.
* Customer shall not remove or obscure any notice of patent, copyright, trademark or proprietary rights of Alamedo or its licensors that is contained in the Software Product or its components.
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TERMS AND TERMINATIONS

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* Without prejudice to any other rights, Licensor may terminate this Agreement if Customer fails to comply with the terms and conditions of this Agreement.
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INTELLECTUAL PROPERTY RIGHTS

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* The Software Product is not fault tolerant, is not developed and is not intended for use in a risk assessment in insurance or use in health and safety critical operations or operational management by equipment in the conduct of hazardous operations requiring fault resistant performance. The Licensor makes no warranty as to the usability of the Software Product in the types of activities requiring fail-safe operation.
* Except for the express limited warranties set forth above, Licensor disclaims all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any implied warranties (if any) of merchantability, fitness for a particular purpose, non-interference, system integration and non-infringement.
* Licensor's aggregate liability hereunder on any one type of claim may not exceed the amount paid to Licensor by Customer for the Software Product hereunder.

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* make copies of the Software Product in machine-readable form and duplicate the accompanying documentation in the form of hard (or electronic) copies for emergency backup, software error neutralization, support, training, support testing and archiving purposes. Customer is entitled to submit a copy of the Software Product to a third party for sealed preservation;
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* Except for the express limited warranties set forth above, Licensor disclaims all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any implied warranties (if any) of merchantability, fitness for a particular purpose, non-interference, system integration and non-infringement.
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