

End User License Agreement (EULA)

IMPORTANT LEGAL NOTICE

CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT BEFORE YOU START USING THE SOFTWARE. BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CANCEL THE INSTALLATION OF THE SOFTWARE AND DO NOT INSTALL THE SOFTWARE.

AFTER ACCEPTING THE LICENSE AGREEMENT YOU HAVE THE RIGHT TO USE THE SOFTWARE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. DEFINITIONS

- 1.1 **Software** means software including any Updates, User Manual and related materials.
- 1.2 **The Rightholder** (owner of all rights, whether exclusive or otherwise to the Software) means Pascal CABANEL, a registered "auto-entrepreneur" as defined by the laws of France.
- 1.3 **Computer(s)** means hardware(s), including personal computers, laptops, workstations, or other electronic devices for which the Software was designed where the Software will be installed and/or used.
- 1.4 **End User (You/Your)** means individual(s) installing or using the Software on his or her own behalf or who is legally using a copy of the Software; or, if the Software is being downloaded or installed on behalf of an organization, such as an employer, "You" further means the organization for which the Software is downloaded or installed and it is represented hereby that such organization has authorized the person accepting this agreement to do so on its behalf. For purposes hereof the term "*organization*" without limitation, includes any partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, labor organization, unincorporated organization, or governmental authority.
- 1.5 **Partner(s)** means organizations or individual(s), who distributes the Software based on an agreement and license with the Rightholder.
- 1.6 **Update(s)** means all upgrades, revisions, patches, enhancements, fixes, modifications, copies, additions or maintenance packs etc.
- 1.7 **User Manual** means user manual, administrator guide, reference book and related explanatory or other materials.

2. GRANT OF LICENSE

The Rightholder hereby grants You a non-exclusive license to store, load, install, execute, and display (to "use") the Software provided You comply with all terms and conditions of this EULA.

2.1. INSTALLATION

You may install and use the Software on more than one computer only if these computers form a single production unit or constitute separate workstations necessary for the task at hand and belong to the same

owner. The number of concurrent installations is limited by the authorization process and this number may be changed without notice.

2.2 COPY

You have the right to make a copy of the Software solely for back-up purposes and only to replace the legally owned copy if such copy is lost, destroyed or becomes unusable. This back-up copy cannot be used for other purposes and must be destroyed when You lose the right to use the Software or when Your license is terminated for any reason according to the legislation in force in the country of Your principal residence or in the country where You are using the Software.

2.3 NO RENTAL

You may not rent, sell, lease or lend, the Software. You may not modify or create derivative works based on the Software in whole or in part. You may not permit third parties to benefit from the use of functionality of the Software through a timesharing, service bureau or other arrangement.

2.4 TRANSFER

You may move the Software to a computer which You own other than the computer on which the Software was originally installed provided the provisions of Item 2.1 are complied with. You may not transfer the Software or this EULA to another End User. Exceptions may be granted at our discretion if You request such consent prior to concluding arrangements with the party interested in acquiring the Software and EULA.

2.5 NOT FOR RESALE SOFTWARE

Software identified as "Not for Resale", "NFR", "Evaluation Copy", or "Demo" is collectively referred to herein as "Demo Software". Only Software which is registered with the Rightholder will be fully functional and You are granted the warranties and remedies herein only with respect with to registered Software. All other Software not registered will also be deemed Demo Software. Notwithstanding anything to the contrary herein, Demo Software:

- (i) may not be used for any purpose other than demonstration, test or evaluation;
- (ii) will not have all the functionality or features of the registered Software;
- (iii) is provided with no representations or warranties whatsoever, but is provided solely on an "AS IS" basis; and
- (iv) will not be provided any support or maintenance, and You will receive no upgrades, updates or supplements for the Demo Software.

Furthermore, notwithstanding anything to the contrary herein, You are not entitled to any remedies, monetary or replacement, with respect to Demo Software provided to You. Although the Demo Software does not have all the rights of the fully registered Software, You nevertheless agree to be bound by any obligation and acknowledgement herein which is applicable to any Demo Software.

3. NO REFUND

Because the Software is provided free of charge during the Trial Period to allow potential customers to evaluate and test it before paying the license fee, Rightholder enforces a strict no-refund policy. Please evaluate and test the Software carefully during the Trial Period. Once you pay the license fee, your payment is final and may not be reimbursed.

4. LIMITATION ON REVERSE ENGINEERING, DECOMPILING, COPYING AND DISASSEMBLY

You may NOT reverse engineer, decompile, copy or disassemble the Software.

5. TERMINATION

Without prejudice to any other remedy in law or in equity that the Rightholder may have, in the event of any breach by You of any of the terms and conditions of this Agreement, the Rightholder shall at any time without notice to You be entitled to terminate this License to use the Software without refunding the purchase price or any part thereof.

6. CONSENT TO USE OF DATA

You agree that the Rightholder and its affiliates may collect, store and use information about You as a person including Your name, address, email address and payment history, and Your computer as part of registration and/or authorization process and to provide support services related to the Software. The Rightholder will take customary industry measures to assure that the information stored in the Rightholder's database about You and Your computer cannot be used to identify You or Your Computer. The Rightholder may engage other companies and individuals ("subcontractors") to perform functions on its behalf, such as payment processing, order fulfilment, marketing programs and customer service.

7. UPGRADES - UPDATES - SUPPLEMENTS

The SOFTWARE has built in functionality to automatically check for updates by transmitting data to the xsd2code servers. You agree that the SOFTWARE may transfer such data over your network and the internet to xsd2code servers, download updates and install them as part of the SOFTWARE.

This EULA applies to upgrades, updates or supplements to the original Software provided by the Rightholder, unless other terms are provided along with the upgrade, update or supplement. Such upgrades, updates and supplements may include a separate end user license agreement ("Component Agreement") which You must review and agree to before using any such upgrade, update or supplement. In the event of any inconsistencies between this EULA and any Component Agreement, the terms of this EULA shall control.

8. OWNERSHIP

The Software is protected by copyright and other intellectual property laws and treaties. The Rightholder or its suppliers own the title, copyright, and other intellectual property rights in the Software. Any copy of the Software You make must contain the same proprietary notices as contains in the original copy delivered to You.

9. LIMITED WARRANTY AND DISCLAIMER

9.1 You acknowledge, accept and agree that no software is error free and You are advised to back-up the Computer, with frequency and reliability suitable for You.

9.2 The Rightholder does not provide any guarantee that such-and-such 3rd party product (a "plugin", for example) will work correctly with the Software.

9.3 THE SOFTWARE IS PROVIDED "AS IS" AND THE RIGHTHOLDER MAKES NO REPRESENTATION AND GIVES NO WARRANTY AS TO ITS USE OR PERFORMANCE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM THE EXTENT TO WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW THE RIGHTHOLDER AND ITS PARTNERS MAKE NO WARRANTY, CONDITION, REPRESENTATION, OR TERM (EXPRESSED OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, INTEGRATION, OR APPLICABILITY FOR A PARTICULAR PURPOSE. YOU ASSUME ALL FAULTS, AND THE ENTIRE RISK AS TO PERFORMANCE AND RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, THE RIGHTHOLDER MAKES NO REPRESENTATION AND GIVES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL MEET ANY OR ALL YOUR REQUIREMENTS WHETHER OR NOT DISCLOSED TO THE RIGHTHOLDER.

10. EXCLUSION AND LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE RIGHTHOLDER OR ITS PARTNERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR LOSS OF PRIVACY, FOR CORRUPTION, DAMAGE AND LOSS OF DATA OR PROGRAMS, FOR FAILURE TO MEET ANY DUTY INCLUDING ANY STATUTORY DUTY, DUTY OF GOOD FAITH OR DUTY OF REASONABLE CARE, FOR NEGLIGENCE, FOR ECONOMIC LOSS, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, OR ARISING OUT OF ANY BREACH OF CONTRACT OR ANY TORT (INCLUDING NEGLIGENCE, MISREPRESENTATION, ANY STRICT LIABILITY OBLIGATION OR DUTY), OR ANY BREACH OF STATUTORY DUTY, OR ANY BREACH OF WARRANTY OF THE RIGHTHOLDER OR ANY OF ITS PARTNERS, EVEN IF THE RIGHTHOLDER OR ANY PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT IN THE EVENT THE RIGHTHOLDER AND/OR ITS PARTNERS ARE FOUND LIABLE, THE LIABILITY OF THE RIGHTHOLDER AND/OR ITS PARTNERS SHALL BE LIMITED BY THE COSTS OF THE SOFTWARE. IN NO CASE SHALL THE LIABILITY OF THE RIGHTHOLDER AND/OR ITS PARTNERS EXCEED THE FEES PAID FOR THE SOFTWARE TO THE RIGHTHOLDER OR THE PARTNER (AS MAY BE APPLICABLE).

NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS ANY CLAIM FOR DEATH AND PERSONAL INJURY. FURTHER IN THE EVENT ANY DISCLAIMER, EXCLUSION OR LIMITATION IN THIS AGREEMENT CANNOT BE EXCLUDED OR LIMITED ACCORDING TO APPLICABLE LAW THEN ONLY SUCH DISCLAIMER, EXCLUSION OR LIMITATION SHALL NOT APPLY TO YOU AND YOU CONTINUE TO BE BOUND BY ALL THE REMAINING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

11. THIRD PARTY LICENSES

The Software may include some software programs that are licensed (or sublicensed) to the user under the Mozilla Public License 1.1 (MPL 1.1 - Mozilla Foundation) or other similar free software licenses which, among other rights, permit the user to copy, modify and redistribute certain programs, or portions thereof, and have access to the source code ("Open Source Software"). If such licenses require that for any software, which is distributed to someone in an executable binary format, that the source code also be made available to those users, then the source code should be made available by sending the request to support@xsd2code.com or the source code is supplied with the Software. If any Open Source Software licenses require that the Rightholder provide rights to use, copy or modify an Open Source Software program that are broader than the rights granted in this Agreement, then such rights shall take precedence over the rights and restrictions herein.

12. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of France without reference to conflicts of law rules and principles.

Any dispute arising out of the interpretation or application of the terms of this Agreement or any breach thereof shall, unless it is settled by direct negotiation, be settled by in the Tribunals of France.

13. ENTIRE AGREEMENT - SEVERABILITY - NO WAIVER

This Agreement is the entire agreement between You and the Rightholder and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Software or to subject matter of this Agreement. You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by You and an authorized representative of the Rightholder provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. The Rightholder's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

14. SUPPORT

THIS LICENSE DOES NOT GRANT YOU ANY SUPPORT SERVICES.

16. CONTACT INFORMATION

Should You have any questions concerning this Agreement, or if you desire to contact the Rightholder for any reason, please contact:

Pascal CABANEL
(registered as an « auto-entrepreneur » - SIRET 798 919 627 00017)

E-mail : [support@xsd2code](mailto:support@xsd2code.com) <<mailto:support@xsd2code.com>>

Web site : www.xsd2code.com <<http://www.xsd2code.com>>