

**NON VIEW®**

## USERS LICENCE AGREEMENT

### IMPORTANT:

**By opening the package containing the *NON VIEW®* product and/or using the product on your computer, you accept this users licence agreement and its total contend, and agree to be bound by its terms and conditions.**

**If you do not accept this users licence agreement, do not open the package containing the *NON VIEW®* product, but return it to *NON VIEW A/S* for refund.**

### **NON VIEW A/S**

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### 1. GRANT OF RIGHTS

The *NON VIEW®* product is copyrighted by, proprietary to and a trade secret of *NON VIEW A/S*.

*NON VIEW A/S* retains the title, ownership and intellectual property rights in and to the *NON VIEW®* product and all subsequent copies regardless of the form or media.

As long as you uphold the provisions in this users licence agreement, *NON VIEW A/S* grants you a non-exclusive licence to use the *NON VIEW®* product for the purpose mentioned in this users licence agreement.

The *NON VIEW®* product and its documentation are copyright © of *NON VIEW A/S*. All rights reserved.

*NON VIEW®* is trademark of *NON VIEW A/S*. All other trademarks, brands, and product names used in this users licence agreement are trademarks of their respective owners.

### 2. OWNERSHIP

This agreement is a users licence agreement and not an agreement of sales. The *NON VIEW®* software and encryption/decryption components - independent of their versions - in the product, are sole property of *NON VIEW A/S*.

### 3. LIMITED WARRANTY AND EXCLUSION OF CONSEQUENTIAL LOSS

With respect to the licence and rights provided herein *NON VIEW A/S* specifically disclaims any implied warranties or conditions of merchantability, satisfactory quality, non-infringement, title, accuracy of informational contend and fitness for a particular purpose. *NON VIEW A/S* does not warrant that the functions contained in the *NON VIEW®* product will meet your requirements. The entire risk as to the result and performance of the *NON VIEW®* product is assumed by you. No oral or written information or advice given by *NON VIEW A/S* or *NON VIEW A/S*'s authorized representatives, shall create a warranty or in any way increase the scope of this warranty.

*NON VIEW®* does not warrant that the operation of the product will be uninterrupted or error free.

**NON VIEW A/S** warrants for a period of twelve (12) month after day of purchase of the **NON VIEW**® product, that the product will perform substantially in accordance with the accompanying written material, under condition of, that the carrying CD-ROM media has been protected against extensive heat - maximum 40 deg. C. - and against solar UV radiation.

In case that the **NON VIEW**® product fails within the warranty period, **NON VIEW A/S** will - only - replace the defective product with a repaired or replacement product. Warranty claims must be made in writing within the warranty period. In case a warranty defect claim is raised, **NON VIEW A/S** must be contacted before the total purchased product set, including all activation keys, are returned to **NON VIEW A/S**. The shipping and insurance cost for returning the product set to **NON VIEW A/S** shall be paid by the returning party. It is **NON VIEW A/S** sole discretion to decide, whether the defective product shall be repaired or replaced. The repaired or replaced product will be warranted by the remaining period of the original warranty time or 60 days, whichever is longest.

**Exclusions.** The limited warranty does not apply to defects resulting from;

- a. improper or inadequate maintenance,
- b. unauthorized modification or misuse, or
- c. operation outside of the specified environmental specifications for the product or otherwise in an unclean environment.

**In no event will **NON VIEW A/S** be liable for any incidental, special or consequential damage resulting from your exercise of this Users Licence Agreement or practice under the Product/Software rights. Neither shall **NON VIEW A/S** be liable to you or any other person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of profits, data, goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if **NON VIEW A/S** shall have been advised of the possibility of such damages.**

#### 4. LIMITATION OF LIABILITY

If **NON VIEW A/S** should be found liable - despite the conditions stated in this users licence agreement - for any damages or loss caused by failure/error or nonconformity of the **NON VIEW**® product, the total liability for each defective product shall not exceed the original price paid to **NON VIEW A/S** for the defective product.

#### 5. PROHIBITED ACTIONS

You accept not to;

- a. decompile, disassemble, reverse engineer or modify the product, neither try to discover the **NON VIEW**® product source code, or activation key encryption code, or
- b. resell, license or sub-licence, transfer or share your rights under this users licence agreement - in any form - with/to any other party.

#### 6. TERMINATION

If you brake the conditions set forth in this users licence agreement, the users licence agreement between you and **NON VIEW A/S** shall be terminated immediately, and you shall immediately discontinue the use of the **NON VIEW**® product, and you shall promptly return the **NON VIEW**® product carrying CD-ROM media(s) as well as the activation key(s) to **NON VIEW A/S**, and you shall delete/erase any copy/copies held in electronic or other form.

#### 7. THIRD PARTY SOFTWARE

The HASP® activation key driver software is provided "As Is" without any warranty of any kind, but provisions regarding Limited Warranty and Exclusion of Consequential Loss, in case of product failure, set forth in this users licence agreement, shall also apply to the HASP® activation key driver software.

#### 8. OBLIGATIONS BY **NON VIEW A/S**

**NON VIEW A/S** guarantee, that the unique encryption/decryption code in this purchased set of the **NON VIEW**® product;

- a. does not exist on any other sets of the **NON VIEW**® product, and
- b. have not been kept/stored/saved/filed in any form at any media by **NON VIEW A/S**.

#### 10. GOVERNING LAW AND JURISDICTION

Any conflict or dispute arising out of this users licence agreement, shall be interpreted and ruled in accordance with the laws of Denmark only, and any jurisdiction shall take place in Danish courts only.

**I HAVE READ AND ACCEPT THE CONDITIONS SET FORTH IN THIS USERS LICENCE AGREEMENT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS.**