

# **Altsoft FTMaster Trial End-User License Agreement**

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE AGREEING TO ITS CONTENTS. BY CHECKING THE ACCEPTANCE BOX ON YOUR SCREEN, AND/OR BY DOWNLOADING, INSTALLING AND USING THE SOFTWARE, YOU CONFIRM YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT, YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.**

This document (hereafter referred to as the “Agreement”) constitutes an agreement entered into by and between you and Altsoft nv (hereafter referred to as “Altsoft”), a corporation under Belgian law with its registered offices at Drabstraat 28, 2640 Mortsel, Belgium, under the company number BE0474378894.

This Agreement is entered into for the sole purpose of allowing you to evaluate Altsoft’s software product known as FTMaster and any accompanying documentation (hereafter collectively referred to as the “Software”). The conditions and terms of the license are specified below. Please note that the Software licensed to you by Altsoft is a trial version with functional limitations as indicated below. Please note as well that this Agreement is only applicable to the stand-alone versions of FTMaster, and not for the API versions, for which a license key is required. Please visit [http://www.altsoft.com/Products\\_ftmapi.aspx](http://www.altsoft.com/Products_ftmapi.aspx) for the licensing conditions of the FTMBase edition.

To obtain a fully functional version of the Software, please visit <http://www.alt-soft.com/shop.aspx> or contact [sales@alt-soft.com](mailto:sales@alt-soft.com).

## 1. LICENSE

The Software is protected by Belgian copyright laws and any applicable international treaty provisions. It is proprietary to Altsoft and the title thereto will remain in Altsoft. You may not remove any copyright notice from any copy of the Software. All applicable rights, including to patents, copyrights, trademarks and trade secrets in the Software or any modifications made by the parties are and shall remain in title to Altsoft. Under no circumstances shall the Agreement be construed to include any rights not explicitly granted therein, all of which are expressly retained by Altsoft.

1.1. Altsoft hereby grants to you, and you accept, a worldwide, non-exclusive, non-transferable revocable license to install and use one copy of the Software in object code form only on a single end-user system. The Agreement does not allow any third parties to install or use the Software in any form. For the purposes of this clause, third parties shall not include your employees, your affiliated companies or their employees.

You may transfer the Software from one computer to another computer, provided that you immediately thereafter remove the Software from the first computer. The Software may never be used simultaneously on multiple computers based on a single license.

You may make one back-up copy of the Software for archival purposes, provided that you reproduce on the copy all copyright and other proprietary rights notices included on the originals of the Software.

No compensation will be due to Altsoft for the normal use of the Software, provided that such use remains in compliance with the conditions of the Agreement and with applicable laws.

The above provisions shall be referred to as the “License.”

1.2. The Software provided under this License is a trial version with limited functionality. Specifically, the Software allows you to create, design and edit fonts, but it does not allow you to save the final result. You accept this restriction, and agree to undertake no actions intended to or resulting in the circumvention of this restriction, including through the application of modifications to the Software’s code without Altsoft’s express prior consent, or through the use of any other

software or software components which are not a part of the Software that allow you to circumvent this restriction.

1.3. The License does not allow you to integrate or merge the Software, either in whole or in part, into any other software product.

1.4. You may not decompile, disassemble or reverse engineer the Software under the terms of the License, nor may you edit, extend, or modify the Software in any way, nor may you engage in any other activities to obtain underlying information that is not visible to the user under normal conditions of use of the Software.

If you believe you require non-publicly available information for the purposes of assuring the interoperability of the Software with other programs, you agree to request such information from Altsoft at the address listed above.

Where applicable law expressly denies any legal value to your consent to the above provision, you will be required to notify Altsoft of any information derived from any activities related to reverse engineering. Such information will be considered to be confidential, proprietary to Altsoft, and you will only be allowed to use it to the extent required by law.

1.5. You recognize that “Altsoft” and “FTMaster” are designations under the sole control of Altsoft. You recognize that the License does not entitle you to any commercial use of such names in any form without the express prior written consent of Altsoft.

## 2. TERM AND TERMINATION

2.1. This License is granted for the duration of the Software’s legal protection under Belgian law, unless otherwise terminated consistent with the terms of this Agreement.

2.2. This License will terminate automatically and without any prior notice if you fail to comply with any term or condition of the Agreement, notwithstanding Altsoft’s right to enforce any rights provided by law.

2.3. You may terminate this Agreement at any time by uninstalling the Software, removing it from the system on which it was installed, and refraining from further use thereof.

## 3. SUPPORT AND UPDATE SERVICES

The Agreement does not require Altsoft to provide any support or update services. Support and updates may be offered on a case-by-case basis by Altsoft’s product support services through the Altsoft website ([www.altsoft.com](http://www.altsoft.com)), but Altsoft will not be required to offer such assistance, nor to continue distribution or maintenance of the Software.

## 4. PARTIES IN INTEREST

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties to this Agreement and their respective successors, heirs, legatees, personal representatives and permitted assigns. No assignment, delegation or other conveyance of this Agreement or of any rights or obligations hereunder may be made by you (by operation of law or otherwise) without the prior written consent of Altsoft. Altsoft may assign its rights and obligations under this Agreement to any other party.

## 5. WARRANTY AND DISCLAIMERS

ALTSOFT, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS PROVIDE THE LICENSED SOFTWARE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. ALTSOFT, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

You assume full responsibility for choosing the Software to achieve your intended results, and agree to bear any consequences resulting from the installation and use of the Software. Should the Software prove defective or unsuitable for your purposes, you will assume the entire cost of any and all necessary servicing, repair or correction, both with regard to the Software, and to any data produced, modified or deleted as a result of its use.

IN ADDITION, ALTSOFT SPECIFICALLY DISCLAIMS ALL WARRANTIES THAT THE LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, OPERATIONAL, SECURE OR OPERATE WITHOUT ERROR; ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF ALTSOFT. ALTSOFT DISCLAIMS ALL WARRANTIES OF ANY KIND IF THE SOFTWARE OR THE REPRESENTATION THEREOF TO YOU WAS IN ANY WAY MODIFIED OR REPACKAGED BY ANY PARTY OTHER THAN ALTSOFT. TO THE FULL EXTENT PERMISSIBLE UNDER BELGIAN LAW, ALTSOFT DISCLAIMS ANY AND ALL SUCH WARRANTIES.

ALTSOFT EXPRESSLY DISCLAIMS ANY LIABILITY FOR DAMAGES RESULTING FROM THE OPERATION OF SHAREIT'S SERVICES. ALTSOFT DISCLAIMS ANY WARRANTIES OF ANY KIND WITH REGARD TO THE LEGAL COMPLIANCE, SUITABILITY OR COMPLETENESS OF SHAREIT'S LEGAL STATEMENTS AND POLICIES AS APPLICABLE TO YOUR ORDER OF THE SOFTWARE.

IN NO EVENT SHALL ALTSOFT, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER ARISING, INCLUDING NEGLIGENCE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR YOUR USE OF THE SOFTWARE, WHETHER AN ACTION BASED UPON CONTRACT, TORT, OR OTHERWISE. ALTSOFT'S LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF THE LICENSE FEE AS RECEIVED BY ALTSOFT.

## 6. INDEMNITY

You agree to indemnify and hold Altsoft and its officers, directors, agents, employees, contractors and suppliers, harmless from each claim or demand, whether with or without merit, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Software.

## 7. GENERAL PROVISIONS

7.1. You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms. You further agree that this document is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement.

7.2. No delay by either party shall waive rights under this Agreement. No waiver of any breach of this Agreement shall be a waiver of any other provision of this Agreement, and no such waiver shall be valid unless in writing signed by the parties.

7.3. This Agreement is governed by, and to be interpreted in accordance exclusively with the laws of Belgium, and no other, without regard to any applicable conflict of laws provisions. Any disputes between the parties are to be resolved by the competent courts of Antwerp, Belgium, and construed exclusively under the laws of Belgium, and no other, without regard to any conflict of law principles.

7.4. If any provision of this Agreement is held invalid, void or unenforceable, the remainder of the Agreement shall remain in force, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

7.5. The parties to this Agreement are acting independently, and an agency, joint venture, partnership, fiduciary relationship, or any other relationship other than in the nature of independent contractor, shall not arise from this Agreement, and neither party has the right or authority to act for, or on behalf of, the other party. The provisions of this Agreement are not for the benefit of any third party.

7.6. Headings are for the convenience of reference only and do not alter the rights and obligations of the parties.

7.7. Neither party shall be liable to the other for any delay or failure due to acts of God, war, transportation difficulties, labor strikes, natural disasters, riots, or acts or omissions of vendors or suppliers beyond the control of the parties.

7.8. Provisions of this Agreement that are intended to survive this Agreement, including but not limited to confidentiality obligations, shall survive.

7.9. This Agreement has been mutually drafted and no presumption relating to ambiguities in favor of one interpretation over another due to the identity of the drafting party shall arise.

7.10. Altsoft shall have the right to collect from you its reasonable expenses incurred in enforcing the Agreement against you, including attorney's fees.

7.11. You expressly accept all of the provisions of the Agreement as legally valid and binding, and waive any right to invoke any contrary provisions provided under applicable laws, except where such applicable laws both expressly prohibit such waivers and forbid any of the provisions above.

## 8. NOTICES

Except as explicitly stated otherwise, all notices shall be given by postal mail with proof of delivery or by email with acknowledgement of receipt. Such notice shall be valid upon actual receipt.