

# END USER LICENSE AGREEMENT FOR BOHEMIAN SOFTWARE

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You may not accept this EULA if You are not of legal age to form a binding contract with Bohemian.

## 1. Definitions

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  - **“Documentation”** the detailed information about the Software, its features and the system requirements as made available on the website of Bohemian, as amended from time to time;
  - **“License Key”** a unique code provided by Bohemian, which enables You to activate the Trial version or Full version by entering the code into the Software and to subsequently use the Software during the applicable license term;
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## 2. License

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### 3. Permitted Use And Restrictions

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- **3.1** - In order to be able to install the Software and receive Updates and upgrades, Your computer shall have access to the Internet and shall meet the system requirements described in the Documentation that can be found on the webpage: <https://sketchapp.com/updates/>.
- **3.2** - You may Use the Software on one computer only, unless You have purchased (a) a volume license or (b) more than one Full version or Trial version. In the event You have purchased a volume license or more than one Full version or Trial version, the number of computers You may Use the Software on shall not exceed the number of the Full version or Trial version purchased. If You exceed the limit, Bohemian may block the License Key.
- **3.3** - You shall Use the Full version or Trial version in accordance with applicable laws and shall not:
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  - b. rent, lease, lend, sell, redistribute, sublicense or otherwise commercially exploit the License Key, the Full version or the Trial version;
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  - f. copy (except as otherwise provided in this EULA), adapt, translate, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Software and the License Key or any parts thereof, except to the extent permitted by applicable law.
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- **4.1** - Bohemian will notify You of any available Updates and upgrades.
- **4.2** - You will be entitled to receive Updates free of charge during a period of twelve (12) months upon purchasing the License Key for the Full version. In order to receive Updates after this twelve months' period, You will need to renew your License Key for the Full version.
- **4.3** - You may need to pay an additional fee in order to be able to download an upgrade.
- **4.4** - Any maintenance and support provided by Bohemian, including the provision of Updates and upgrades, will be provided in an adequate way on an "as is" basis without any warranty ('garantie'), as soon as reasonably practicable, subject to availability of personnel.

## 5. Use Of Data

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- **5.1** - Bohemian and its subsidiaries may periodically collect and use technical and related data concerning the Software You have licensed, including about the version number of the Software You have installed and about the system You have installed the Software on. Bohemian will use such data to facilitate maintenance and support with respect to the Software, to improve its products and to provide further services or technologies to You.
- **5.2** - Bohemian may process personal data with respect to You, if and to the extent necessary to provide the License Key, to provide maintenance and support to You with respect to the Software and to comply with its obligations under this EULA. To the extent Bohemian will process personal data, it will comply with its obligations under applicable data protection law. Please see our privacy statement for more details on the processing of Your personal data that Bohemian has collected and received through its website.

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- **6.1** - You Use the Software at Your own risk and the entire risk as to satisfactory quality, performance and accuracy is with You.
- **6.2** - The Software and accompanying documentation are provided on an “as is” and “as available” basis without warranty (‘garantie’) - express or implied- of any kind, and Bohemian specifically disclaims the warranty of fitness for a particular purpose. No oral or written advice given by Bohemian, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty and You may not rely upon such information or advice.

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- **7.3** - The limitations of liability referred to in clause 7.1 and 7.2 shall not apply in the event that: (i) any negligence on the part of Bohemian leads to death or physical injury or (ii) damages arise from the intent, willful misconduct or gross negligence of Bohemian or the management of Bohemian.

## 8. Termination

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- **8.1** - This EULA will continue to be in force until the expiry or termination of the Full version or Trial version.
- **8.2** - The Full version or Trial version will terminate automatically at the end of the applicable license term, unless renewed or Activated prior to the end of the applicable license term.
- **8.3** - Bohemian is entitled to terminate the Full version or Trial version by blocking the License Key during the license term with immediate effect and

without prior notice in the event You fail to comply with the terms in this EULA, in the event You fail to pay Your (subscription) fee for the License Key within the applicable payment term, or in the event Bohemian is required to do so by law or an order of an applicable court.

- **8.4** - Upon termination of the Full version or Trial version, You shall cease all use of the Software and shall destroy all copies thereof.
- **8.5** - You acknowledge that the provisions of this EULA, which by their nature are intended to survive termination, will remain in effect after termination of this EULA.

## 9. Governing Law And Disputes

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- **9.1** - This EULA shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflicts of law rules.
- **9.2** - Any dispute between Bohemian and You shall exclusively be submitted to the competent court in The Hague, the Netherlands.