

**PEIKKO GROUP CORPORATION**  
**END USER LICENSE AGREEMENT**

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE INSTALLING THE SOFTWARE:

This licence agreement ("Licence Agreement") is a legal agreement between you (both the individual installing the downloaded Software and any single legal entity for which the individual is acting) ("Licensee" or "you") and Peikko Group Corporation, Voimakatu 3 Lahti, Finland, business ID 0641926-7 ("Licensor" or "we") for this software product ("Software").

By ticking the "I accept the agreement" option and clicking the "Register" button, you agree to the terms and conditions of this License Agreement which will bind you.

The use of the Software and installation requires good expert knowledge in the field of the Software (structural designer). The Software has been designed in such a way so as to give a specific type of result from the data which has been entered. It remains the responsibility of the Licensee to check these results before use and to assure that these results, which it provides, are suitable for the customer's specific application. The Software is only an aid without any guarantee to be faultless or for accuracy of the calculation in a specific application.

**1. GRANT AND SCOPE OF THE LICENSE**

- 1.1 In consideration of you agreeing to abide by the terms of this Licence Agreement, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Software on the terms of this Licence Agreement.
- 1.2 You may install and use the Software on one device or several devices for your private or business purposes.

**2. LICENSEE'S UNDERTAKINGS**

- 2.1 Except as expressly set out in this Licence Agreement or as permitted by any local law, you undertake:
  - (a) not to rent, lease, sub-license, loan, or translate the Software;

- (b) not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (c) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things.

### **3. INTELLECTUAL PROPERTY RIGHTS**

- 3.1 You acknowledge that all intellectual property rights in the Software throughout the world belong to the Licensor and / or its licensors, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use them in accordance with the terms of this Licence Agreement.
- 3.2 You acknowledge that you have no right to have access to the Software in source code form.
- 3.3 The integrity of this Software is protected by technical protection measures so that the intellectual property rights, including copyright, in the Software of the Licensor are not misappropriated. You must not attempt in any way to remove or circumvent any such technical protection measures.

### **4. LIMITED WARRANTY**

- 4.1 THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, AND YOU AGREE TO USE THE SOFTWARE AT YOUR SOLE RISK.
- 4.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE OR NON-INFRINGEMENT.

### **5. LIMITATION OF LIABILITY**

- 5.1 IN NO EVENT SHALL THE LICENSOR OR ITS LICENSORS HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL

OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUE, DATA, OR BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF ANY REPRESENTATIVE OF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**6. TERMINATION OF THE LICENSE AGREEMENT**

6.1 The Licensor may terminate this License Agreement with immediate effect if you commit a material breach of the License Agreement.

**7. ASSIGNMENT**

7.1 You may not assign this License Agreement or any of your rights or obligations arising under it, without the Licensor's prior express consent.

**8. APPLICABLE LAW AND JURISDICTION**

8.1 This License Agreement is governed by and construed in accordance with Finnish law. The United Nations Convention for the International Sale of Goods shall not apply.

8.2 The parties agree that the courts of Finland shall (subject to the clause 8.3 below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this License Agreement.

8.3 For the exclusive benefit of the Licensor, the Licensor shall retain the right to bring proceedings as to the substance of the matter in the courts of the country of your residence / principal place of business.

If you have any questions about this License Agreement, feel free to contact us at: [peikkodesignersupport@peikko.com](mailto:peikkodesignersupport@peikko.com)