

# General Conditions on AF Software Software Licenses

#### **License Agreement**

This license agreement is a contract relating to the software product hereinafter referred to as "the Software" created for you and AF Software.

This agreement is governed by the law of the country in which you acquired the license for this Software.

If these conditions are refused, you can return the product if it has not been used for a refund. The rights granted in this agreement are transferable to a third party, on a permanent basis only, provided that you do not keep any copy of the Software, and that the new purchaser accepts this agreement. AF Software hereby grants you an unlimited license for its unitary, exclusive use, which may not be sub-licensed.

The license is acquired for a renewable period of one year, without restriction of use even beyond this period. Any new update available beyond the first year is part of our general conditions of sale in the chapter "Renewal".

## **Property**

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If you do any of the above, your rights of use are automatically terminated and the author can take legal action.

You are authorized, for backup purposes only, to make a copy (only one) of the Software. You are not authorized to make copies of the paper documentation, if such documentation is provided and / or to print the content.

You are only authorized to install and use the Software on one physical station (a single hard drive, screen and keyboard) and this even if at the time of the acquisition of your license, the Software was presented on several supports (diskette and CD-Rom for example) and for different operating systems.

Media



After purchasing the Software, the customer can recover this version which includes the Software itself and its documentation.

It will be available for download on an Internet link provided by AF Software after placing an order for the Software.

The Software can be provided on a CD-Rom only at the request of the customer. Only one medium will be supplied per order (even in the case of an order for x copies of the Software).

#### License transfer

You are only authorized to transfer your rights of use on a permanent basis and provided that you do not keep any copy, uninstall the existing version of your computer, transfer all of it (original license, all updates , documentation and supports), and subject to the beneficiary accepting the terms of the end user license agreement.

In this case it will be necessary to request AF Software for a new activation key.

By using this Software, you agree to respect copyright, and to ensure that other users respect them themselves.

This Software is protected in France by intellectual property laws as well as abroad by international copyright conventions (Berne Convention).

#### **User License**

By using this Software, you agree to respect the copy rights in force and confirm that you respect them.

This Software is protected by French intellectual property laws and abroad by international copyright conventions (Berne Convention).

The violation of the copyright of the Software is an infringement sanctioned in France by article L335-2 of the Intellectual Property Code (up to 2 years imprisonment and a fine of 153,000 Euros).

For the proper functioning of the Software, it will be necessary to request an activation key from AF Software . This activation key is used to unlock the Software for unlimited use on a given computer, or a given application.

Copying or transferring the Software to a computer other than the one on which it is installed is prohibited. No other activation key will be provided in this case.

In the case of a re-installation of the Software it will be necessary to have a new activation key. This second key will be provided free of charge upon receipt of a letter indicating on honor that this is not a second installation on other equipment.

In the case of reinstallation on the same machine but having changed the hard disk for reasons of disk space or failure, you will be asked to provide a certificate of destruction of the hard disk to obtain a second activation key free of charge.

Any request for an additional activation key to benefit from an additional extension supporting the Software will be invoiced at the prices indicated on the price list at the time of the request. This process allows you to have x stations equipped with the Software for multiple

simultaneous needs and / or in different geographic locations.



The Software will be activated by a temporary activation key when ordering the Software. This key will be renewed by a final and perpetual key after the total payment of the order. Upon receipt of full payment, AF Software undertakes to generate the final and perpetual key within 2 working days of receipt of payment.

When purchasing the Software, the company logo will be inserted in the software to mark ownership and avoid any use not declared by a third company.

#### **Guarantee**

The Software is provided as is, without any warranty. The author cannot be held liable in the event of damage of any kind whatsoever suffered by the user or third parties and resulting directly or indirectly from its use, in particular the loss of data, or any financial loss resulting from its use or the impossibility of using it, even if the author has been warned of the possibility of such damage. In any event, the author's responsibility may not exceed the amount paid for the acquisition of the license.

The Software provided works only on the operating systems indicated in the prerequisites for installing said Software. Any environment outside the indicated perimeter will not be supported. and this will be even more true following updates of software not known at the time of the acquisition of the Software.

The "hardening" of operating systems is not supported because everyone is free to lock their operating system according to their needs. It is therefore impossible to predict a malfunction under these conditions.

The author is not responsible if the Software does not work on an unknown new operating system (or Service Pack, Patches ...) after your purchase.

AF Software recommends installing the demo version on the machine hosting the final version. Indeed it allows to get rid of the proper functioning of the application.

## **Activation Key**

The Software is protected by a software activation key generated by AF Software .

This unique key is used to run the Software on the specified computer.

Any additional activation key will be invoiced according to the AF Software price catalog at the time of the request.

The activation key only works on a given computer which will be identified by a number when the Software is first launched.

The activation key is final, perpetual and of unlimited use, for the number of people declared for the purchase and having to follow the session.

The activation key will be final and perpetual after full payment for the product. Any other situation will generate a temporary key.

## **Update / Maintenance**

If the Software offered is presented as an update, you must already have a previous license of the same Software to be able to benefit from it. The update and the original license must be considered as a single product. You are therefore not authorized to assign or give them



AF Software is not required to provide versions older than that available at the time of your request.

#### **Fixes**

AF Software will correct as far as possible all problems related to the use of the Software in a supported and indicated environment.

#### **Evolution**

AF Software is solely responsible for deciding whether or not to include something new in the Software, and this is not part of the patch coverage.

## **Termination of the License Agreement**

This License Agreement remains in effect until terminated. The agreement may be terminated either by the purchaser, in the event of non-performance by AF Software of the express warranty mentioned above, or by AF Software , in the event of non-compliance with this license agreement. In all cases, the Purchaser undertakes to destroy all copies in his possession and to return any original in his possession to AF Software .

This Software does not have any spyware such as "spyware", "backdoor", "malware", "keylogger" and does not contain any viruses known at the time of its conception.

Any suggestions or feedback is to be sent by courier to the following address: <a href="mailto:info@afsoftware.fr">info@afsoftware.fr</a>



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