

# AILGenerator

## END-USER LICENCE AGREEMENT (EULA) (3 pages)



This End-User License Agreement ("EULA") pertains to Nico W. Kaan's (the "Author") copyrighted computer software **AILGenerator** (the "Software").

Please read the terms and conditions of this End-User License Agreement ("EULA") before installing or using the Software.

This End-User License Agreement ("EULA") is a legally enforceable contract between you ("Customer" or "you") and the Author. **By downloading and installing the Software you agree to be bound by the terms of this EULA.**

The Software and related documentation is licensed, not sold. Any rights not clearly and expressly granted to you under this EULA are reserved to the Author. Provided you have complied with this EULA, the Author grants you the following personal, non-exclusive, nontransferable, limited rights:

- This software is for non-commercial use only.
- You may use this software on your system.
- You may not lease, rent or otherwise charge for any person to use the Software, a computer running the Software, or a device that uses the Software
- You agree that you will not distribute unauthorized copies of this software to any person by any means.
- You may not make commercial use of AILGenerator Created Works.

This software is provided as is without any guarantees or warranty. In connection with the software, the Author makes no warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, of title, or of non-infringement of third party rights. Use of the software by a user is at the user's risk and its deemed acceptance of these terms.

### **NOTICE:**

This software package is provided "as is" and is Freeware, meaning that no fee will be charged for using it, as long as it has been downloaded from an authorized website, as they are listed at the end of this agreement. **You may NOT upload the Software to any other site.**

## **AILGenerator**

### **END-USER LICENCE AGREEMENT (EULA) (3 pages)**

This package has a commercial value of **Euro 100 (one hundred)** per copy. That fee is waived if you have downloaded this package from any of the authorized sites who are hereby given license, with this document, to distribute this file. If you have downloaded this software from anywhere but the authorized sites, you are required to pay the Author the sum of Euro 100 (one hundred) per copy.

Further, any site hosting this file beyond those specified as authorized and without an approved license to do so, is responsible for every download of this file from their site. Webmasters will be liable for Euro 100 (one hundred) for every copy downloaded. Payment can be arranged by contacting the Author. Websites hosting this file without a license to do so are also liable for all legal fees resulting from collection proceedings against them.

#### **COPYRIGHT:**

The software you have downloaded is Copyrighted © 2018 by Nico W. Kaan, Delft, The Netherlands. All rights are reserved.

You may not copy, disassemble, distribute, modify or upload to any other site, place within a compilation or charge for the program.

NO KIND OF FEE OR CHARGE, DIRECT OR INDIRECT (LIKE MEMBERSHIP FEES), MAY BE REQUESTED FOR DOWNLOADING THIS SOFTWARE. IT IS HEREBY PROHIBITED TO UPLOAD THIS PACKAGE TO ANY SITE THAT REQUIRES A PAID MEMBERSHIP IN ORDER TO DOWNLOAD FILES FROM THAT SITE.

IF ANY TRACE OF THIS PACKAGE IS FOUND TO ANY UNAUTHORIZED WEBSITE, WE RESERVE THE RIGHT TO INITIATE LEGAL ACTION AND PROCECUTION.

#### **OWNERSHIP AND RIGHTS:**

Ownership of this software resides with the Author. Violation of any term of this EULA requires that you remove this software from your system. You are granted a single, non-exclusive, limited license for use of this software on your system.

#### **TERMINATION:**

The author reserves the right to terminate this license at any time, for any reason. Upon termination, you will immediately remove this software from your system.

#### **DISCLAIMER:**

## **AILGenerator**

### **END-USER LICENCE AGREEMENT (EULA) (3 pages)**

(A) THE USER OF THIS SOFTWARE EXPRESSLY AGREES THAT USE OF THE SOFTWARE IS AT USER'S SOLE RISK. NEITHER THE AUTHOR, NOR THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THIS PROGRAM WILL BE ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE.

(B) THIS SOFTWARE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. THE LAWS OF THE NETHERLANDS APPLY TO THIS SOFTWARE.

(C) THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

(D) IN NO EVENT WILL THE AUTHOR, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THIS SOFTWARE BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE. USER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO THIS SOFTWARE.

---

#### **AUTHORIZED SITES FOR DISTRIBUTION OF THIS SOFTWARE.**

ANY SITE NOT MENTIONED IN THIS LIST MUST REQUEST AUTHORIZATION PRIOR MAKING THIS SOFTWARE AVAILABLE.

1. [www.lekseecon.nl](http://www.lekseecon.nl)
2. yet to be appointed.