

## END USER LICENSE AGREEMENT

for  
**X-CPL-Pilot**

This End-User License Agreement (EULA) is a legal agreement between you (either an individual or a single entity) and the mentioned author (Tino Nuglisch) of this Software for the software

**X-CPL-Pilot,**

which includes computer software and may include associated media, printed materials, and “online” or electronic documentation.

By installing, copying, or otherwise using **X-CPL-Pilot**, you agree to be bounded by the terms of this **EULA**.

The Software is licensed, not sold to you by Tino Nuglisch for use strictly in accordance with the terms of this Agreement.

**If you do not agree to the terms of this EULA, do not install or use the X-CPL-Pilot.**

## 1 SOFTWARE LICENSE

### **1.1 GRANT OF LICENSE**

This EULA grants you the following rights: Installation and Use. You may install and use copies of X-CPL-Pilot on a single PC solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

You may not reproduce and distribute copies of X-CPL-Pilot with the exception of backup copies for archival purposes.

X-CPL-Pilot may not be included in any free, non-profit, or commercial packages or products.

### **1.2 DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

You may not reverse engineer, decompile, or disassemble **X-CPL-Pilot**, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

You may not license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

## 2 Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of Tino Nuglisch.

### **3 Suggestions**

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to Tino Nuglisch with respect to the Application shall remain the sole and exclusive property of Tino Nuglisch. Tino Nuglisch shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any compensation to you.

### **4 Modifications to Application**

Tino Nuglisch reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

### **5 Updates to Application**

Tino Nuglisch may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates"). Updates may modify or delete certain features and/or functionalities of the Application. You agree that Tino Nuglisch has no obligation to

- provide any Updates
- continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be

- deemed to constitute an integral part of the Application, and
- subject to the terms and conditions of this Agreement.

### **6 Third-Party Services**

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third- Party Services").

You acknowledge and agree that Tino Nuglisch shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Tino Nuglisch does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services. Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

You understand, acknowledge and agree that access to Product features, including but not limited to required registration of the Product, requires an Internet connection for which you are solely responsible.

You understand, acknowledge and agree that this software must be activated, by contacting our network through the internet, before the software will operate, and that it may only be re-activated on different computers a limited amount of times before the license will automatically deactivate.

## **7 WARRANTIES.**

Tino Nuglisch expressly disclaims any warranty for the Software **X-CPL-Pilot**. **X-CPL-Pilot** and any related documentation is provided “as is” without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or noninfringement. The entire risk arising out of use or performance of the **X-CPL-Pilot** remains with you.

## **8 Changes to this Agreement**

Tino Nuglisch reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 60 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application.

## **9 Governing Law**

The laws of Germany, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

## **10 TERM AND SURVIVAL**

This EULA is effective until terminated in writing. Tino Nuglisch may terminate this EULA immediately if you fail to comply with its terms by giving you notice in writing. In addition, upon termination you will have no recourse against Tino Nuglisch, its affiliates or Third Party Licensors for your inability to use the Software or the accompanying documentation. Any of your obligations under this EULA which by their nature are intended to survive the termination of this EULA or your use of the Product or Software shall continue to apply to you after the termination of this EULA or you cease to use the Product or Software.