Macro Commander Player End User License Agreement (EULA)

READ THIS DOCUMENT CAREFULLY BEFORE INSTALLING THIS SOFTWARE. BY DOWNLOADING, INSTALLING AND USING THIS SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE.

This is a legal agreement ("AGREEMENT") between you ("USER") and Softutils s.r.o. ("SOFTUTILS"). This End User License Agreement ("EULA") states the terms and conditions upon which SOFTUTILS grants USER rights to use Macro Commander Player software ("SOFTWARE") along with all accompanying materials.

1. License and Use

- (a) SOFTWARE license: The SOFTWARE is licensed, not sold, to USER for use under the terms of this AGREEMENT. SOFTUTILS retains all title to and ownership of the SOFTWARE and reserves all rights not expressly granted to you.
- (b) SOFTUTILS grants USER non-exclusive, non-transferrable and revocable rights to use the SOFTWARE free of charge for both commercial and non-commercial purposes.

2. Distribution

The SOFTWARE is distributed by SOFTUTILS as downloadable package ("PACKAGE") only. User is permitted to download the PACKAGE and install the SOFTWARE any time.

3. Redistribution, Copying, Archiving

The PACKAGES can be freely redistributed, copied, and archived only as provided by SOFTUTILS. It is prohibited to modify and redistribute modified PACKAGES without SOFTUTILS written agreement.

4. Copyright

The SOFTWARE is owned by SOFTUTILS and is protected by international copyright laws. You may not remove the copyright notice from the SOFTWARE or modify it any way without a SOFTUTILS written permission.

5. No Integration

You may not integrate any portion of the SOFTWARE into any other software, system, service, or solution you distribute to 3rd party, unless otherwise agreed in writing by SOFTUTILS.

6. Transfer of Rights and License Key

You may not sublicense, assign or transfer any of your rights under this AGREEMENT to any third party.

7. Restrictions

You agree to the following additional terms and restrictions:

- (a) You may not: (i) work around any technical limitations in the SOFTWARE; (ii) decompile, reverse engineer or modify the SOFTWARE.
- (b) You may not use the SOFTWARE to create any viruses, worms, Trojan horses, ransomware, spyware, adware or any other malicious software.
- (c) You acknowledge that the SOFTWARE contains trade secrets and other proprietary information of SOFTUTILS. You may not decompile, disassemble or otherwise reverse engineer the SOFTWARE, or engage in any other activities to obtain underlying information that is not visible to the user in connection with normal use of the SOFTWARE.

8. Termination of License

- (a) The license granted to you is effective until terminated.
- (b) You may terminate the license at any time by destroying the SOFTWARE (including any portions or copies thereof) currently in your possession or control.
- (c) The license will terminate automatically without any notice from SOFTUTILS if you fail to comply with any term or condition of this AGREEMENT.
- (d) You agree upon any such termination, either by you or SOFTUTILS, to stop using and destroy the SOFTWARE (including any portions or copies thereof). Any further use of the SOFTWARE will be deemed an infringement of SOFTUTILS's intellectual property as well as a violation of this AGREEMENT.
- (e) The provisions of this AGREEMENT that protect the proprietary rights of SOFTUTILS will continue in force after termination.

9. No Warranty

YOU ALWAYS INSTALL AND USE THE SOFTWARE AT YOUR OWN RISK. THE SOFTWARE IS PROVIDED FOR USE "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW SOFTUTILS DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF NON-INFINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Disclaimer of Damages: Limitation of Liability

IN NO EVENT SHALL SOFTUTILS OR ITS AUTHORIZED DISTRIBUTORS OR RESELLERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, OR ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF SOFTUTILS OR ITS AUTHORIZED DISTRIBUTORS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SOFTUTILS'S LIABILITY OR DAMAGES TO YOU OR ANY THIRD PARTY EVER EXCEED THE AMOUNT PAID BY YOU TO USE THE SOFTWARE, REGARDLESS OF THE FORM OF THE CLAIM.

11. Indemnification

You agree to defend, indemnify, and hold harmless SOFTUTILS and its officers, employees, agents and representatives from any demand, claim, loss, liability or damage, including actual attorneys' fees, that it or any of them may incur by reason of or arising out of any claim that is made by any third party that is based in whole or in part upon any claim or allegation relating to the use of the SOFTWARE by you (or your employees, agents or representatives, as applicable).

12. Privacy

The SOFTWARE is capable to manipulate data including but not limited to collecting, archiving, transmitting, and destroying data if the SOFTWARE is configured to do so by USER. SOFTUTILS guarantees that the SOFTWARE does not collect and transmit any USER proprietary and sensitive data (if not configured so by USER), however, the SOFTWARE may transmit to SOFTUTIL servers data necessary for the correct functioning of the SOFTWARE.

13. General

- (i) The AGREEMENT is governed by the laws of Czech Republic without regard to conflicts of law provisions thereof. For any dispute regarding the terms of this AGREEMENT the competent courts of Czech Republic shall have exclusive jurisdiction. This AGREEMENT is the entire agreement between you and SOFTUTILS and it supersedes any other understandings or agreements (oral or written), including, but not limited to, advertising, with respect to the SOFTWARE. Any waiver or modification of this AGREEMENT shall only be effective if it is in writing and signed by both parties hereto. If any part of this AGREEMENT is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be interpreted so as to reasonably affect the intention of the parties.
- (ii) Unpublished-rights reserved under international copyright laws.

Softutils s.r.o. Rybna 716/24, Praha 1, 110 00, Czech Republic

E-mail: support@softutils.com
Web site: https://www.softutils.com