

# Windowmaker End-User License Agreement



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If you register for a free trial of the Windowmaker software, this EULA agreement will also govern that trial. By clicking "accept" or installing and/or using the Windowmaker software, you are confirming your acceptance of the Software and agreeing to become bound by the terms of this EULA agreement.

If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install or use the Software, and you must not accept this EULA agreement.

This EULA agreement shall apply only to the Software supplied by Windowmaker Software herewith regardless of whether other software is referred to or described herein. The terms also apply to any Windowmaker Software updates, supplements, Internet-based services, and support services for the Software, unless other terms accompany those items on delivery. If so, those terms apply.

## License Grant

Windowmaker Software hereby grants you a personal, non-transferable, non-exclusive licence to use the Windowmaker software on your devices in accordance with the terms of this EULA agreement.

You are permitted to load the Windowmaker software (for example a PC, laptop, mobile or tablet) under your control. You are responsible for ensuring your device meets the minimum requirements of the Windowmaker software.

You are not permitted to:

- Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such things
- Reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose
- Allow any third party to use the Software on behalf of or for the benefit of any third party
- Use the Software in any way which breaches any applicable local, national or international law
- use the Software for any purpose that Windowmaker Software considers is a breach of this EULA agreement

## Intellectual Property and Ownership

Windowmaker Software shall at all times retain ownership of the

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## Limited Warranty and Limitation of Liability

Windowmaker Software warrants to the original end-user only that the media (if any) upon which the Program is furnished, and the dongle supplied with it (where relevant) are free from defects in material and workmanship when subjected to normal use.

Windowmaker Software's entire liability and your sole exclusive remedy for any breach of this warranty shall be the replacement of any defective media not meeting this limited warranty which is returned within ninety (90) days from the date of supply or any defective dongle which is returned within twelve (12) months from the date of supply. Failure of the media or dongle due to accident, abuse or misapplication of the Program absolves Windowmaker Software from any obligation.

To the maximum extent permitted by applicable law, Windowmaker Software disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the Program, Program Materials or any accompanying hardware. For the avoidance of doubt, no warranty of any kind is given by Windowmaker Software under this licence in respect of any data incorporated into the Program, and no liability will be accepted arising out of any errors in the data when combined with any upgrade or addition to the Program.

The limited warranty contained herein gives you specific legal rights. To the maximum extent permitted by applicable law, Windowmaker Software and its suppliers shall not be liable for any other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use of or inability to use the Program, even if WSL has been advised of the possibility of such damages. In any event Windowmaker Software's entire liability under any provision of this agreement shall be limited to the amount actually paid by you, in the previous twelve months, for the licence to use the Program

## Termination

This EULA agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time upon written notice to Windowmaker Software.

It will also terminate immediately if you fail to comply with any term of this EULA agreement. Upon such termination, the licenses granted by this EULA agreement will immediately terminate and you agree to stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination of this EULA agreement.

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## Governing Law

This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, shall be governed by and construed in accordance with the laws of England.