

## HandPlan® End User Terms of Use (EUTU)

IMPORTANT-READ CAREFULLY: This End User Terms of Use ("EUTU") is a legal agreement between the User and HandPlan, LLC. for the software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("Product"). An amendment or addendum to this EUTU may accompany the Product. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EUTU BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT.

### 1. Definitions

"Device" means a single computer, workstation, terminal, handheld PC, personal digital assistant, "smart phone," server, tablet, or other electronic device.

"Software" means software that provides services or functionality on a device and software that allows a Device to access or utilize the services or functionality.

"Product" includes the software and may include any associated media, printed materials, electronic media and "online" or electronic documentation.

"User" is any licensee or user of the product. The User does not own the Product and the use thereof is subject to certain rights and limitations. The User's right to use the Product is subject to the terms of this document and a signed End User Licensing Agreement (EULA) (a separate document). The User must consent to and comply with the following terms and conditions which the User does not have authority to vary, alter or amend.

### 2. Grant of License

HandPlan, LLC grants the User the rights provided in the licensing agreement, assuming that the User complies with all terms and conditions of this EUTU and the licensing agreement. The User is allowed to install, use, access, display and run the software as specified in the User's specific licensing agreement. All Users of the Product specified in the licensing agreement are Users. The User may store or install a copy of the Product on a storage device, such as a network server, as specified in the licensing agreement. HandPlan, LLC reserves all rights not expressly granted to the User in this EUTU and the licensing agreement.

The user understands that the application (APP) does not include third-party software or applications. This is a legal agreement between Handplan, LLC and you, and no third-party subsidiaries are part of this EUTU.

Conditioned on you compliance with the terms and conditions of this EUTU, Handplan, LLC hereby grants to you a limited, non-exclusive, non-transferrable, non-assignable license to install and use the APP and related services for a single user for which the license was purchased. The software is indeed licensed, not purchased by the user.

### 3. Limitation on reverse engineering, de-compilation and/or disassembly

The User may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

Handplan, LLC reserves the right to modify and/or change any of the terms and conditions of this EUTU at any time without any prior notice. Modifications will be posted on handplan.com. By continuing to use this software after Handplan, LLC has posted a modification of t his EUTU, you agree to be bound by the modified EUTU and are presumed to have knowledge of the modifications.

#### **4. Consent to use of data**

HandPlan, LLC may use the technical data you provide as a part of support and improvement services related to the Product. HandPlan LLC will not release this information to third parties.

Handplan, LLC is committed to protecting the privacy and legal rights of the publishers and users of the software, and prohibits the violation of a user's privacy rights and the distribution of materials that are illegal, infringing or may be deemed offense by Handplan, LLC, at its sole discretion.

If you believe that your privacy or legal rights have been violated while using the software Handplan, LLC encourages you to report such matters to Handplan, LLC at your earliest convenience.

#### **5. As Is**

This software is provided to the User "as is." HandPlan, LLC does not warrant that the functions contained in the software will meet User requirements or that the operation of the software will be uninterrupted or error-free, or that defects in the software will be corrected. Furthermore, HandPlan, LLC does not warrant or make any representations regarding the use or the results of the use of the software or any documentation provided therewith in terms of their correctness, accuracy, reliability or otherwise. Data entered by the User and/or HandPlan, LLC representatives is not guaranteed to be protected. The User should independently back up all data entered into the Product. No oral or written information or advice given by HandPlan, LLC or any HandPlan, LLC authorized representative shall create a warranty or in any way increase the scope of this warranty.

Unless otherwise agreed upon in writing, Handplan, LLC is not obligated to maintain or support the software, or to provide you with updates, fixes, or services related thereto.

#### **6. Exclusion of incidental, consequential and certain other damages**

To the maximum extent permitted by applicable law, in no event shall HandPlan, LLC or its suppliers be liable for any special, incidental, indirect or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the product, the provision of or failure to provide support services, or otherwise under or in connection with any provision of this EUTU, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of HandPlan, LLC or any supplier, and even if HandPlan, LLC or any supplier has been advised of the possibility of such damages.

#### **7. Entire agreement**

This EUTU (including any licensing addendum or amendment to this EUTU which is included with the Product) are the entire agreement between the User and HandPlan, LLC relating to the Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this EUTU. To the extent the terms of any HandPlan, LLC policies or programs for support services conflict with the terms of this EUTU and/or the licensing agreement, the terms of this EUTU and licensing agreement shall control. The Product is licensed, not sold.

#### **8. Government Users**

Any use, duplication, or disclosure of the software by the U.S. Government is subject to the restrictions as set forth in this agreement, and as provided in applicable federal laws, rules, and regulations.

## **9. Export Laws**

You agree to comply fully with all U.S. export laws and regulations to ensure that neither the software nor any of the technical data related thereto nor any direct product therefore are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by such laws and regulations. Furthermore, you agree you will not export nor re-export to any U.S. embargoed country. By downloading and using the software, you further represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

Except as required by law, the controlling language of this EUTU is English. In the event of inconsistency or discrepancy between the English version and any other language version, the English language version shall prevail.

## **10. Termination**

Without prejudice to any other rights, HandPlan, LLC may terminate the User rights to use the Product if User fails to comply with these terms and conditions. Your license to use the software under this EUTU shall continue until it is terminated by either party.

## **11. Proprietary Rights**

Unless you have agreed otherwise in writing with Handplan, LLC, nothing in the terms gives you a right to use any of Handplan, LLC’s trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

## **11. Not fault tolerant**

THIS PRODUCT MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE PRODUCT COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.