End User License Agreement

for Avanti, AvantiFlex and FreeAXP

Version 2025.1.0

VIRTUAL
ALPHA

Migration Specialties Europe

8-JAN-2025

migrationspecialtieseurope

End User License Agreement

Inquiries

Please direct all inquiries regarding this document or the products described therein to:

Migration Specialties Europe
Slawijkseweg 1
7077AM The Netherlands

www.migrationspecialties.nl

camiel@migrationspecialties.nl

1 Introduction

This is a legal agreement between the person, company or organization hat has licensed the Software ("You" or "Licensee") and Migration Specialties Europe ("Licensor") By using the Software, you agree to be bound by the terms of this agreement. Read it carefully before completing the installation process and using the software.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THIS SOFTWARE PRODUCT AND PROMPTLY REMOVE IT FROM YOUR COMPUTER.

2   License Grant

Subject to the terms and conditions set forth in this agreement, Licensor hereby grants to Licensee a personal, non-exclusive, non-transferrable license (without the right to sublicense) to use the Avanti, AvantiFlex and/or FreeAXP software ("the Software").

You may install the Software on multiple host systems.

Software usage may be controlled by a License Key. Any given License Key may only be installed on a single host system. Installation of the License Key dictates upon which host system the Software can be used.

Changing the host system date and time to an earlier time (back dating) may disable the license key. Back dating a host system to circumvent license limits violates the EULA.

You may make copies of the Software in machine-readable form for backup purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software. You may not sell or transfer any copy of the Software made for backup purposes.

You agree that Licensor may audit your use of the Software for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, you shall reimburse Licensor for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

This License commences upon the installation of the Software and in case of a non-perpetual license terminates automatically at the time indicated in the License Key by means of a termination date.

This License terminates automatically if you fail to comply with any provision of this License. Upon termination of the License you shall remove the Software from your computer.

3 License Restrictions

Licensor retains the copyright, title and ownership of the Software, including the written materials regardless of the form or media in or on which the original and other copies may exist.

You may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.

You may not give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, transfer or distribute any portion of the Software or other rights to any third party, including, but not limited to your subsidiaries and affiliates.

You may not modify, translate, patch, alter or otherwise change the Software or create any derivative works of the Software.

You shall not use the Software to develop any product having the same primary function as the Software.

None of the Software may be downloaded or otherwise ex-ported, re-exported or transmitted to any restricted countries or otherwise in violation of the laws and regulations of the E.U. or U.S.. Licensee will obtain any export licenses that may be required under applicable E.U. or U.S. laws prior to any export, re-export or transmittal of the Software provided under this Agreement.

4 WinpCap Copyright Notice

The Software includes a network driver based on WinPcap, which is software developed by the Computer Systems Engineering Group at Lawrence Berkeley Laboratory. Use of WinPcap components requires inclusion of the following copyright notices:

Copyright (c) 2002 - 2005 NetGroup, Politecnico di Torino (Italy) Copyright (c) 2005 - 2008 CACE Technologies, Davis (California)

Copyright (c) 1993, 1994, 1995, 1996, 1997 The Regents of the University of California. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

3. All advertising materials mentioning features or use of this software must display the following acknowledgement: This product includes software developed by the Computer Systems Engineering Group at Lawrence Berkeley Laboratory.

4. Neither the name of the University nor of the Laboratory may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE REGENTS AND CONTRIBUTORS ``AS IS'' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE REGENTS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

5 PuTTY Copyright Notice

The Software includes a copy of PuTTY, terminal emulation software developed by Simon Tatham. Use of PuTTY requires inclusion of the following copyright notice.

PuTTY is copyright 1997-2025 Simon Tatham.

Portions copyright Robert de Bath, Joris van Rantwijk, Delian Delchev, Andreas Schultz, Jeroen Massar, Wez Furlong, Nicolas Barry, Justin Bradford, Ben Harris, Malcolm Smith, Ahmad Khalifa, Markus Kuhn, Colin Watson, Christopher Staite, Lorenz Diener, Christian Brabandt, Jeff Smith, Pavel Kryukov, Maxim Kuznetsov, Svyatoslav Kuzmich, Nico Williams, Viktor Dukhovni, Josh Dersch, Lars Brinkhoff, and CORE SDI S.A.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

6   Limited Warranty and Disclaimer

Licensor warrants that, for a period of thirty (30) days from the date of delivery (as evidenced by a copy of your receipt): (i) when used with a recommended hardware configuration, the Software will perform in substantial conformance with the documentation supplied with the Software.

THE SOFTWARE AND DOCUMENTATION ARE PROVIDED AS-IS, LICENSOR AND OWNER DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR IN AN ERROR-FREE MANNER.

7   Exclusive Remedy

Your exclusive remedy under the preceding is to return the Software and its License Key to the place you acquired it, with a copy of your receipt and a description of the problem. Provided that any non- compliance with the above warranty is reported in writing to Licensor no more than thirty (30) days following delivery to you, Licensor will use reasonable commercial efforts to supply You with a replacement copy of the Software that substantially conforms to the documentation, provide a replacement for defective media, or refund to you your purchase price for the Software, at its option.

Licensor shall have no responsibility if the Software has been altered in any way, if the media or License Key has been damaged or disabled by host system back dating, misuse, accident, abuse, modification or misapplication, or if the failure arises out of use of the Software with other than a recommended hardware configuration. Any such misuse, accident, abuse, modification or misapplication of the Software will void the warranty above.

THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE AND RELATED DOCUMENTATION.

8   Limitation of Liability

LICENSOR NOR OWNER SHALL BE LIABLE TO LICENSEE, ITS AFFILIATES, OR ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), REGARDLESS OF WHETHER LICENSOR AND/OR OWNER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

IN NO EVENT SHALL LICENSOR'S OR OWNER'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THIS AGREEMENT OR THE SOFTWARE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), BREACH OF WARRANTY, INDEMNIFICATION OR ANY OTHER LEGAL THEORY, EXCEED THE TOTAL LICENSE FEES PAID BY LICENSEE UNDER THIS AGREEMENT.

9   General

This License shall be governed and construed in accordance with the laws of The Netherlands and shall benefit Licensor, its successors and assignees.

Any claim or dispute between Licensee and Licensor or against any agent, employee, successor or assignee of Licensor, whether related to this Agreement or otherwise, and any claim or dispute related to this Agreement or the relationship or duties contemplated under this Agreement, including the validity of this arbitration clause, shall be resolved by binding arbitration in accordance with the Rules of Arbitration of the Chamber of Commerce in The Netherlands.

This Agreement constitutes the entire agreement between the Licensee and Licensor.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS SOFTWARE LICENSE AND LIMITED WARRANTY, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SOFTWARE LICENSE AND LIMITED WARRANTY.

This version supersedes all prior versions.