

SOFTWARE END-USER LICENSE AGREEMENT

The information contained in this document is subjected to change without previous notice.

The agreement includes essential information for you:

- Software end-user license agreement

Virtual Fly recommends keeping together with this document a copy of the bill, for example, the receipt of the purchase.

END-USER LICENSE AGREEMENT (EULA) OF VIRTUAL FLY SOFTWARE

THE USE OF THE SOFTWARE FOLLOWS THE CONDITIONS OF THE VIRTUAL FLY SOFTWARE LICENSE SET OUT BELOW. THE USE OF THE SOFTWARE MEANS THE ACCEPTANCE OF THE LICENSE'S CONDITIONS. IF THE CONDITIONS ARE NOT BEING ACCEPTED, IT IS POSSIBLE TO RETURN THE ENTIRE PRODUCT WITHOUT HAVING USED IT WITHIN 14 (FOURTEEN) DAYS AFTER ITS PURCHASE, AND VIRTUAL FLY WILL REFUND THE PRICE.

Please read the following agreement entirely about the use of the software.

This end user license agreement of Virtual Fly software is a legal contract between you and Virtual Fly, which defines how any software product has been installed or made available by Virtual Fly to use it following its intended purpose. The term software refers to computer software and can have associated support, printed materials, and electronic or online documentation.

THE RIGHTS OF THE SOFTWARE PRODUCT ARE GRANTED ONLY WHEN THE USER ACCEPTS ALL THE CONDITIONS OF THIS EULA. THE INSTALLATION, COPY, DOWNLOAD, OR ANY OTHER USE OF THIS SOFTWARE PRODUCT MEANS THE ACCEPTANCE OF ALL THE CONDITIONS OF THIS EULA. IF YOU DISAGREE WITH THE TERMS OF THIS EULA, DO NOT USE THE SOFTWARE AND RETURN IT AS SOON AS POSSIBLE TO VIRTUAL FLY. ANY HARDWARE OR ITEMS WHICH COULD COME WITH IT SHOULD ALSO BE RETURNED. IF THE SOFTWARE AND THE HARDWARE HAVE ALREADY BEEN PAID, IT IS POSSIBLE TO GET A REFUND OF THE PURCHASE AS LONG AS THE SOFTWARE AND HARDWARE HAVE NOT BEEN USED AND HAVE BEEN RETURNED TO VIRTUAL FLY TOGETHER WITH THE RECEIPT OF THE PAYMENT, WITHIN 14 (FOURTEEN) DAYS STARTING FROM ITS PURCHASE DATE.

1. LICENSE AGREEMENT

This EULA gives a limited and not exclusive (with no right to sublicensing) license ("License") to execute 1 (one) copy of the software product as an executable object code for the use it has been created. This license is exclusive, non-transferable, and non-commercial. This license does not give the right to future updates, improvements, or supplements of the software. However, if updates, improvements, or supplements have been released, the use of these updates, improvements, or supplements will be guided by this EULA and its changes and may be subject to payments and additional conditions.

2. PROPERTY

Any transfer of ownership of the intellectual or industrial property rights which belong to Virtual Fly is not allowed. The software rights of use are only granted as a license and cannot lead to property rights. Virtual Fly keeps in its fullness the intellectual rights of property of the software. The use or access to the software is subjected to this EULA and the applicable intellectual property laws. All the software rights are reserved to Virtual Fly, except the rights explicitly granted in this EULA. All the rights this EULA does not expressly grant are reserved to Virtual Fly. It is not possible to purchase any rights of property of the software through this license.

3. RESTRICTIONS

It is forbidden to lease, rent, sublicense, apply patches to, adapt, translate, publish, modify, lend, present to the public, display, distribute the software in any way. It is not allowed to apply reverse engineering, decompile, disassemble the system software, create derivative works of the system software, or create some source code from the system software starting from its object code. It is not allowed to:

- Use unauthorized, illegal, falsified, or modified hardware or software with the software;
- Use tools to bypass, deactivate, or avoid any encryption, security, or authentication system mechanism;
- Reverse engineer the system;
- Break any law, regulation, statute, or right of Virtual Fly or a third party about the access and use of the software;
- Use hardware or software to make the software accept or use another software or hardware which are not authorized, pirated, or illegal;
- Obtain the software in any other way but through the distribution methods authorized by Virtual Fly;
- Exploit the software in any different way than its use with authorized software and hardware, including using the software to design, develop, update, or distribute non-authorized software or hardware.

These restrictions will be applied up to the maximum extent permitted by the competent Jurisdiction Law.

4. CONFIDENTIALITY

You recognize and accept that the software has been developed thanks to a considerable investment of time and money by Virtual Fly. That is why it is considered confidential information and trade secret of Virtual Fly. You commit yourself to strictly maintaining the software's confidentiality and not revealing or providing access to it to other people.

5. LIMITED WARRANTY

The software is offered as it is with any expressed or implied warranties. Virtual Fly excludes expressly any implied warranty, obligation or condition of marketability, no violation, access, systems integration, acceptable quality, fitness for a particular purpose, reliability or readiness, precision or completeness of responses, results, elaboration, absence of viruses, the necessary skills and care, all related to the software, and the support or other services performance or no performance, information, software, and related contents through the software which could follow its use.

If the applicable law requires implied warranties, the previous caveats will not apply to any implied warranty in agreement with the description. In case of any implied warranties related to the software, the duration time of these warranties is limited to 90 (ninety) days, except when established by the competent Jurisdiction Law will not apply the previous limitation of the implied warranty. In the assumption of an implied warranty, in the assumption that any of the terms of this EULA might be violated, the duration time of the warranty expires at the date of the violation.

Virtual Fly does not guarantee that the performance of the software will be uninterrupted or error-free and neither that the software works with different hardware combinations different from the one expressly authorized by Virtual Fly to the extent permitted by law. Virtual Fly does not guarantee anything else.

6. LIMITATION OF LIABILITY

Virtual Fly does not assume any liability to you or a third party for any indirect, accidental, consequential, special, or exemplary damage, including, in each case, without any limit, damages caused by incompetence in the use of the device, loss of data, loss of benefits, loss of business, loss of profit, stop of business or any other kind of loss or damage sustained by you or a third party, either in a direct, indirect, accidental, particular form or as a consequence, without considering the origin, of the installation or use of the system software. According to this EULA, the liability of Virtual Fly is limited to the amount paid to Virtual Fly for the corresponding software. If this clause is in force in your territory, the mentioned limitations of the software warranty, exclusions, and limitations of liability will be applied until the maximum extent permitted by law, including if any resource does not comply with its specific purpose.

7. INFORMATION GATHERING

Virtual Fly can collect information about the software to operate in its business and offer its products and services, studying and observing its operation, without previous user authorization, to determine the underlying ideas and principles of every element of the program. This information could be used to supervise and diagnose the system, marketing, anonymous monitoring of user's behavior, authentication, and protection against copying, among other things. Virtual Fly will also know the unique ID of the system and the IP address that could be assigned automatically to the system by the Internet Service Provider when connecting the system to the internet.

For that reason, related to what is noted, you waive any right or expectation of privacy, confidentiality, or publicity of the gathered information, as agreed in the previous paragraph.

8. INTERNET FEATURES

The software features that need internet access can require a wireless internet connection from an ISP, a mobile network operator, or any other provider. It could be possible that your internet access is not for free or that it is not exempted from interruptions or disconnections. If you would like to obtain services from an Internet Services Provider for your system, you must arrange it in compliance with the provider's supply service agreement. You are responsible for paying all the internet rates related to your internet use and access.

Some internet features could be available depending on some factors of the internet connection that are not under the control of Virtual Fly. The navigation, use of the program, and the download of programs or data can carry viruses, loss or corruption of data, or other problems. You take full responsibility and accept the related consequences of these activities through your system.

9. TERMINATION OR EXPIRATION

If Virtual Fly ascertains that the terms of this EULA have been violated, it can initiate actions by itself or through others to protect its interests, such as denying the warranty or any other service that could be associated with a system of its property that could be linked to the software, in general, take any action if considered necessary, within what is reasonable, to prevent the modified or not authorized use of the software.

Virtual Fly can terminate this EULA immediately in the case of noncompliance with its terms. In that case, all the copies of the software and its components will be destroyed. Virtual Fly reserves the right to take any juridical action in case of violation of this contract.

This EULA will be effective until its termination or in case of a temporary license until it expires; however, as already indicated, the rights given by this EULA terminate in the case of violation of the terms. Immediately after the finalization of the contract, the software and the documentation will be destroyed and any copy of them, or if it is possible, return them to Virtual Fly. Virtual Fly can require you to certify in a written form that all the established conditions of this clause have been fulfilled. The disclaimers of warranty, the limitation of liability, this section, and the transfer section, auditing, notifications, applicable law, and general provisions will still be in force after the termination of the contract.

10. VIOLATION OF INTELLECTUAL PROPERTY RIGHTS

Virtual Fly will defend or solve any reclamation against you in which it is alleged that the software of Virtual Fly provided according to this agreement infringes the right of intellectual or industrial property of a third party. In that case, Virtual Fly requires you to notify immediately and in written form of the reclamation and to collaborate with the defense. In case it is necessary, Virtual Fly may opt, without prejudice to what is agreed in the clause of the limitation of liability, to modify the software to be legal and functionally equivalent or obtain the needed license. If any of these options are possible, the amount paid for the affected product during the first year or its depreciated value if that time has already passed will be refunded. Virtual Fly will not be responsible for reclamations resulting from a non-authorized use of the software.

11. TRANSFER OF THE LICENSE

It is not allowed to transfer this contract or license without obtaining the previous approval in written form by Virtual Fly. You must fulfill the license transfer agreement, which you can be asked for, and eventually, economic obligations that can follow it. The approved transfer of license finishes the validity of your software license, and you will have to give it back with its documentation, as well as its copies. The assignee will accept this contract in written form. It is only possible to transfer the software if the associated hardware is also transferred.

12. AUDITING

Virtual Fly may perform an audit to verify the compliance of the software license conditions. Virtual Fly can perform one audit with previous advice during regular working hours (Virtual Fly will cover the auditor's costs).

13. NOTIFICATIONS

All written notifications subjected to this license could be sent to Virtual Fly by the email address info@virtual-fly.com or by post to C/ Maria Aurèlia Capmany, 21 – 08297 Castellgalí (Spain).

14. DATA PROTECTION

The parts of this license know and are obliged to comply with the Regulation (EU) 2016/679 of the European Parliament and the Council, on the 27th of April 2016, related to the protection of physical people regarding the treatment of personal data and the free circulation of these data (GDPR), as well as the Organic Law 3/2018 on the protection of personal data and guarantee of digital rights and its development regulations, and those laws that could replace or update it in the future.

Virtual Fly commits to not communicate in any case to a third party the personal data of the final user which could be known; however, if it will be realized any communication of personal data, it will always previously asked for an explicit, informed, and unambiguous consent of the user of these personal data, indicating the definite purpose of the realization of this communication of data.

The personal data that Virtual Fly could know about the final user can be incorporated into its automatic file to execute the contractual relationship and eventually for the administration and commercial management.

There are no limitations or restrictions to consider in the exercise for the user regarding the access, rectification, elimination, regulation of the treatment, portability, or opposition rights.

15. FORCE MAJEURE

The non-fulfillment of any obligation by Virtual Fly will not be considered an omission or breach if the origin of the cause is not predictable or inevitable (force majeure) if the final user has been notified in the right way about this situation.

It is understood as force majeure among others: flood, fire, explosion, lockout, strike, civil commotion, lock, embargo, mandate, law, order, regulation, ordinance, demand or petition of any Government or any subdivision in its delegation, or any other cause, that is out of control of Virtual Fly.

Virtual Fly will do everything possible to eliminate the cause. The enforceability of the obligation in which fulfillment has been affected by force majeure will be suspended until 20 (twenty) days after the situation of force majeure will stop blocking its fulfillment.

16. APPLICABLE LAW AND JURISDICTION

The Client and Virtual Fly agree to the application of the laws of the country where the Client bought the product to rule, interpret, and enforce all the rights, duties, and obligations of Virtual Fly and the Client, which emerge from, or are related in some way to this End User License Agreement, despite any possible law conflict and provided that the Client could receive, conforming the applicable law, the condition of consumer or user. In this case, all the rights, duties, and obligations of both parties will be subjected to the Court of the country where the Client bought the product.

17. GENERAL PROVISIONS

It applies the newest version of this agreement. Virtual Fly may modify its terms at any moment. To access an updated and printable copy of this agreement, please visit <https://www.virtual-fly.com/eula>. You must check this address from time to time to verify if any change in this agreement has been realized. The use or the continuous access to the software means the acceptance from your part of any change of the agreement.

If any clause of the agreement is not valid anymore, illegal, or impossible to execute, the validity, legality, and capacity of execution of the rest will not be affected in any way. You accept that the violation of this agreement would cause irreparable damages to Virtual Fly and, for these, an economic compensation may not be enough. For that reason, Virtual Fly has the right to seek appropriate compensation, even higher than what the law grants.

This agreement forms the totality of the accord established between Virtual Fly and you on the software and replaces any previous or contemporary agreement about this theme. The lack of execution or the delay in executing any right granted by this agreement does not represent a renounce of that right.