EVERGINE LICENCE AGREEMENT

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4.2 The licences and attribution requirements of the third-party software that will be used can be found within the installation directory:

Evergine.Editor\X.X.X.XXXX-version\Editor\thirdparty.txt

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- The repaying any amount of money for damages suffered.

- The Software and its components exactly meet LICENSEE'S requirements or needs.

- To having continuous access or uninterrupted performance of the Software and its components.

- To any errors.

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8.6 Save to the extent expressly set out in this Agreement, this Agreement is not intended, nor shall it create any rights, entitlement, claims or benefits enforceable by any person that is not a party to it.

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10.1. **Agreement ending:** The LICENSEE can terminate this licence at any time by uninstalling the Software and removing any associated documentation and every copy thereof. Failure to comply with any this Agreement obligations will also lead to its resolution.

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10.3. **Obligations after the termination**: If the Agreement is terminated due to non-compliance, the LICENSEE must immediately stop using the Software and its components.

PLAIN CONCEPTS reserves the right to initiate legal action pursuant to section 11 of this Agreement when any of the forms of termination of it are violated.

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11.1 This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Spain.

11.2 The parties irrevocably agree that the courts and tribunals of León (Spain) shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

12.- AMENDMENTS OF THIS AGREEMENT

12.1 PLAIN CONCEPTS reserves the right to modify this Agreement at any time and undertakes to announce it. PLAIN CONCEPTS guarantees to the LICENSEE that the Software will be used in accordance with the latest published version of the Software Licence.

12.2 PLAIN CONCEPTS guarantees that the modification of this Agreement doesn't affect products/packages/projects developed by the LICENSEE that have been developed under previous version of the licence.

12.3 If the LICENSEE doesn't accept the Agreement of the latest released free version, the LICENSEE may not use the Software in accordance with the latest update, nor any new versions that are developed.

12.4 The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

12.5 If and in so far as any part or provision of the Agreement is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of the Agreement and the remaining provisions of the Agreement shall continue in full force and effect.

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