

End User Licence Agreement (EULA) for Non-Commercial Möbius Software Trial

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Software License

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(b) "**Rafinex Non-Commercial Möbius Software Trial**" means the testing process by external entities of any software developed by Rafinex identified as trial software.

(c) "**End User Product**" means data created by the Software and distributed to or made accessible to any third party.

(d) "**Software**" means the Möbius software product which includes computer software, algorithms, graphical design components and may include associated media, printed materials, and "online" or electronic documentation.

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(c) You warrant that your access and use of the Software is in accordance with this EULA, will not breach any applicable laws, statutes or regulations.

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Rafinex declines all liability in relation with the access and/or use of the Software. This limitation of liability is to the maximum extent permitted by applicable law. In no event shall Rafinex (and its third party suppliers and licensors) be liable for any costs or substitute products or services, or for any special, incidental, indirect or consequential damages whatsoever (including without limitation, damages for loss of business profits, business interruption, or loss of business information) arising out of this EULA or the use of or inability to use the Software product or the failure to provide support services, even if Rafinex has been advised of the possibility of such damages. In any case, Rafinex' (and its third party suppliers and licensors') entire liability arising out of this EULA shall be limited to the amount paid by you for the Software that caused damage.

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Rafinex bears no liability for any technical inaccuracies or typographical errors, or for damages resulting from the use of the information in any provided documentation and/or examples.

8. Software Updates

This license does not grant you any right to any updates to the Software, or any support services. The Software has built-in functionality to receive updates from the Rafinex servers at the discretion of Rafinex. You agree that Rafinex may transfer and implement such data into the Software at any time.

9. General

(a) If any provision of this EULA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this EULA will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

(b) This EULA shall constitute the entire agreement between the parties in relation to the subject matter of this EULA, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

(c) This EULA shall be governed by and construed in accordance with Luxembourgish law.

(d) The courts of the Grand-Duchy of Luxembourg shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this EULA.