

End User License Agreement (EULA)

for the “XRENDER Software”

This Agreement is a legal agreement between you (either an individual or an entity) and Cudatec Development Corp.

By clicking on the "Accept" button, installing, copying or otherwise using XRENDER Software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, click on the "Cancel" button and/or do not install XRENDER Software.

Section 1 Grant of Rights

(1) For the duration of this Agreement Cudatec Development Corp. grants you the non-exclusive, non-transferable right to use, copy, revise, and decompile XRENDER Software and its manual and other accompanying printed material and online or electronic documentation (“Licensed Product”) without limitation in manner or place subject to the terms of this Agreement.

(2) The right to use the Licensed Product is limited to enable rendering services provided by Cudatec Development Corp..

(3) The right to copy the Licensed Product is limited to the installation of the software on one or more computer systems in your immediate possession and to fulfil the purpose of use and a copy thereof which is required for the loading, display, running, transfer or storage of the Licensed Product as well as to the right for an authorised person to make a copy for security backup purposes.

(4) The right to revise the Licensed Product is limited to the maintenance or reinstatement of the agreed functionality of the Licensed Product.

(5) You undertake to allow Cudatec Development Corp. or an agent of Cudatec Development Corp. to audit whether your use of the Licensed Product is consistent with the rights granted to you herein upon request by Cudatec Development Corp. and provided there is a legitimate interest therein, and to give full cooperation to Cudatec Development Corp. or its agent carrying out such audit.

Section 2 Functionality

(1) You are responsible for providing a functional hardware and software environment in accordance with the system requirements for the Licensed Product.

(2) The Licensed Product shall be installed by you.

Section 3 Termination

(1) This Agreement shall be concluded for an indefinite period of time and may be terminated by each party with a cancellation period of one month to the end of a month.

(2) Termination of this Agreement means that the rights granted shall end immediately. You must delete the Software as well as all backup copies from your computer. Cudatec Development Corp. may require you to provide written confirmation of the deletion.

Section 4 Registration data

(1) The use of the Licensed Product requires an internet connection and the registration via the website of Cudatec Development Corp.. During the registration process, the data which is visible in the entry mask will be collected, stored, and used for the purposes of establishing, executing, or terminating a contract concerning the provision of rendering services as well as the review of the use of the Licensed Product in accordance with the contract. The access data provided during the registration process shall be entered after installation of the Licensed Product. This data will be stored, transmitted to Cudatec Development Corp. via an internet connection, and reviewed by Cudatec Development Corp. for its compliance with the access data provided during the registration process.

(2) Upon your request, Cudatec Development Corp. will give you information about the stored personal data, its origin, and recipient as well as the purpose of its storage, free of charge. Furthermore, you may request the correction of inaccurate data, the blocking, and deletion of your personal data, to the extent that there is no legal obligation to retain such data.