



End User License Agreement

1. Introduction

Abra B.V. (hereinafter referred to as "**Licensor**") hereby grants to the legitimate purchaser (hereinafter referred to as "**User**") of the Software (hereinafter referred to as "**Software**") a license to use the Software. This license is personal. This End User License Agreement (hereinafter referred to as "**EULA**") is a legally binding agreement for the use of the software products offered through the website abra.nl or abra.ai and any subdomains.

The terms of this document apply to and form part of the agreement between the User and Abra. By accepting the terms, you agree to the conditions of this EULA. If you do not agree with these terms, do not download, install, or use the Software.

2. Grant of License

The Licensor grants the User a non-exclusive, non-transferable license to use the Software for internal business purposes, in accordance with this EULA.

3. Restrictions

The User may not:

- Copy, modify, or create derivative works of the Software;
- Decompile, reverse-engineer, or attempt to discover the source code of the Software;
- Rent, lease, lend, sell, sublicense, or otherwise transfer the Software to a third party;
- Use the Software in any manner that violates applicable laws or regulations.

4. Ownership

The Software is licensed, not sold. The Licensor retains all rights, titles, and interests in and to the Software, including all intellectual property rights.

5. Updates and Support

The Licensor may, at its sole discretion, offer updates, enhancements, or bug fixes for the

Software. The Licensor is not obligated to provide support or maintenance for the Software.

6. Termination

This license remains in effect until it is terminated. The Licensor may terminate this EULA immediately if the User violates any condition of this EULA. Upon termination, the User must destroy all copies of the Software.

7. Limitation of Liability

Abra commits to investigating and resolving reported defects in the App as quickly as possible (Abra may defer the resolution of issues with limited impact until the next scheduled update); however, Abra makes no further guarantees. To the extent permitted by law, Abra does not guarantee that the App will function without errors or interruptions. Abra depends on services and/or information from third parties and has no influence over or control of these third parties. When using the App, you acknowledge that errors may occur due to local environmental issues and/or errors in the data provided by third parties and/or processing of this data. Abra does not verify the data provided by third parties.

The use of the App is done in the hope that it will be a useful tool, but WITHOUT ANY WARRANTY; not even a warranty of fitness for a particular purpose. Except in cases of intentional misconduct, gross negligence, or failure to meet a warranty provided above, Abra is not liable to you on any grounds for any damages related to the App. No liability exists if the damage is not reported to Abra within a reasonable time after discovery and/or in the event of a data hack.

Furthermore, no liability exists if the damage is caused by force majeure. Force majeure includes, but is not limited to, power outages, data center failures, network attacks such as synfloods or (distributed) denial-of-service attacks, and/or disruptions to the network infrastructure over which Abra has no control (e.g., your internet connection). If Abra fails to meet the above guarantees, you have the right to report this via info@abra.nl.

8. Applicable Law

This agreement is governed by Dutch law.

9. Personal Data

The App may process personal data of yours, such as your location, name, etc. This personal data will be processed in accordance with the privacy policy available on the App's information page. It is not allowed to use a password that you have used or will use elsewhere.

10. Miscellaneous

If any provision of this EULA is found to be invalid or unenforceable, the remainder of the EULA shall remain in full force and effect. This EULA constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous oral or written communications.

The Terms of Use of Abra apply to this agreement. You confirm that the Terms of Use were made available to you before purchasing the App. To the extent that any provisions of this agreement differ from the Terms of Use, this agreement shall prevail.

Your own terms and conditions do not apply to this agreement or to agreements executed under it.

Unless otherwise required by mandatory law, any disputes arising from this agreement shall be submitted to the competent Dutch court for the district in which Abra is established.

If any provision of this agreement is found to be invalid, this does not affect the validity of the entire agreement. The parties will then establish a new provision that, as far as legally possible, gives effect to the intent of the original agreement.

Abra has the right to amend the terms of this agreement at any time. These changes will be announced at least 30 days before their effective date via the App. If you do not wish to agree to the amended terms, you have the right to terminate the agreement by the effective date. Any use of the App after the effective date constitutes acceptance of the amended terms.

Abra may transfer its rights and obligations under this agreement to a third party that acquires the relevant business activities or the copyright on the App from it.

By using the Software, you acknowledge that you have read this EULA, understand it, and agree to be bound by its terms.