

FLOATING LICENSE AGREEMENT – PULLDOWNIT

Carefully read this License Agreement before using this Software. Use of the Software implies that you fully accept the terms of this Agreement

1. Thinkinetic grants the floating license to you for the Pulldownit version 5.x Software (the “Software”) under the terms and conditions set forth in this document. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorized representatives of the parties.
2. Thinkinetic expressly states that it is the owner of the Software for which the network license is granted. Therefore, any resulting Intellectual Property rights that may arise on the Software shall belong to Thinkinetic. For clarity, you shall own all right, title and interest in and to any products, materials or assets that you create or develop using the Software (other than the Software itself).
3. Thinkinetic grants and you accept a floating license for Pulldownit version 5.x for Windows, MAC OS or Linux system. Windows licenses are not transferable to MAC OS or Linux, equally neither MAC OS and Linux licenses are transferable to other systems. This license comprises the Software, a licenses server, a license key, and instruction and user manuals which are delivered and considered part of the Software, Thinkinetic will provide you only one License key. Floating licenses need an active internet connection for being activated and running them. One floating license allows multiple users to execute the Software in a network but only one user at the same time, multiple users using the product at the same time would need multiple floating licenses installed. Floating license is valid for the period of one year after the user has received the Software, after this period the user will not be able to install new licenses or use the already installed ones unless user renew or purchase new licenses.

The floating License includes updates of Pulldownit version 5.x during one year after you receive the software. After that period you have to renew your license to get access to any new update of the software.

The floating license shall be, non-transferable and non-exclusive, and does not under any circumstance confer ownership thereof. You may not rent, lease, lend, redistribute, transfer or sublicense the Software or its use. This license, the rights granted under this License Agreement and the Software can be used by any affiliate of you for their use in accordance with this License Agreement provided that they are able to use the same license key you received when licensing the Software.

The Software may either be used by a single registered person or organization who uses the Software personally on one computer, or installed on multiple machines/workstations used simultaneously by multiple people.

You may access the Software via a network, provided that you have obtained sufficient seats for each individual user that will access the Software through the network, and to cover all workstations that will access the Software through the network. Each workstation must have its own product license, or use a multiple license scheme.

4. The user undertakes to respect the rights corresponding to him, assuming the following obligations:
 - Except as expressly permitted by this Agreement, take reasonable measures to prevent third parties from using the Software without express prior written consent from Thinkinetic.

- Prevent any total or partial copy or reproduction of the Software. As an exception, the user may be authorized to create a security copy for this purpose only, for filing and for safety, and the user is liable for the safekeeping of such copy and for any misuse which may be made of it. The reproduction of the User's Manual or any other documentation forming part of the Software is forbidden.
 - Maintain in good condition any property notices, labels, trademarks, Copyright symbol, or any other property indications in the elements forming the Software indicating that Thinkinetic is the proprietor.
 - Inform Thinkinetic of any act of unfair competition or any infringement of intellectual property rights and, in general adopt any reasonably necessary measures to assure the confidentiality and the respect of all property rights corresponding to Thinkinetic.
 - The user may not perform any acts involving reverse engineering, decompilation or disassembly of the Software.
5. Thinkinetic does not warrant that the Software is appropriate for a specific use, and that it can carry out any specific function. The user must report any defect or error that may be detected to Thinkinetic within 30 calendar days after having received the Software(Warranty Period).

Should Thinkinetic confirm the defect or error reported and if assured that the anomaly is due to the Software itself and of the company's responsibility, Thinkinetic will, either repair or replace the Software, provided that the End User makes available sufficient information that may be necessary to enable Thinkinetic to reproduce and remedy the defect or fault, or , at its sole option, Thinkinetic will refund the purchase price and terminate this Agreement.

No returns will be accepted once the Software has been activated and no defect or error has been reported during the Warranty Period.

Thinkinetic will not be liable for any possible indirect damages caused to the user, including low performance of the Software, loss of data, or damage to the user's computer system, which may result from using the Software.

In no case shall any liability assumed by Thinkinetic exceed the purchase amount paid by the user for the Software.

6. This Agreement shall be governed and interpreted in accordance with Spanish laws and any conflict arising from the same shall be submitted to Spanish courts.

YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF THIS USER LICENSE AND YOU AGREE TO ABIDE BY SUCH TERMS