

THIS IS NOT A REAL, LEGAL BINDING DOCUMENT. IT IS USED FOR AN ACADEMIC PURPOSE FOR THE COURSE OBJECT ORIENTED PROGRAMMING PROJECT FOR GROUP 90. NO RIGHTS CAN BE DERIVED FROM THIS DOCUMENT.

Go Green v1.2

Copyright (c) 2019 **Technische Universiteit Delft**

*** END USER LICENSE AGREEMENT ***

IMPORTANT: PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THIS SOFTWARE.

1. LICENSE

By receiving, opening the file package, and/or using Go Green v1.2("Software") containing this software, you agree that this End User User License Agreement(EULA) is a legally binding and valid contract and agree to be bound by it. You agree to abide by the intellectual property laws and all of the terms and conditions of this Agreement.

Unless you have a different license agreement signed by **Technische Universiteit Delft** your use of Go Green v1.2 indicates your acceptance of this license agreement and warranty.

Subject to the terms of this Agreement, **Technische Universiteit Delft** grants to you a limited, non-exclusive, non-transferable license, without right to sub-license, to use Go Green 1.2 in accordance with this Agreement and any other written agreement with Technische Universiteit Delft. **Technische Universiteit Delft** does not transfer the title of Go Green 1.2 to you; the license granted to you is not a sale. This agreement is a binding legal agreement between **Technische Universiteit Delft** and the purchasers or users of Go Green v1.2.

If you do not agree to be bound by this agreement, remove Go Green v1.2 from your computer now and, if applicable, promptly return to **Technische Universiteit Delft** by mail any copies of Go Green 1.2 and related documentation and packaging in your possession.

2. DISTRIBUTION

Go Green v1.2 and the license herein granted shall not be copied, shared, distributed, re-sold, offered for re-sale, transferred or sub-licensed in whole or in part except that you may make one copy for archive purposes only. For information about redistribution of Go Green v1.2 contact Technische Universiteit Delft.

3. USER AGREEMENT

3.1 Use

Your license to use Go Green v1.2 is limited to the number of licenses purchased by you. You shall not allow others to use, copy or evaluate copies of Go Green v1.2.

3.2 Use Restrictions

You shall use Go Green 1.2 in compliance with all applicable laws and not for any unlawful purpose. Without limiting the foregoing, use, display or distribution of Go Green v1.2 together with material that is pornographic, racist, vulgar, obscene, defamatory, libellous, abusive, promoting hatred,

THIS IS NOT A REAL, LEGAL BINDING DOCUMENT. IT IS USED FOR AN ACADEMIC PURPOSE FOR THE COURSE OBJECT ORIENTED PROGRAMMING PROJECT FOR GROUP 90. NO RIGHTS CAN BE DERIVED FROM THIS DOCUMENT.

discriminating or displaying prejudice based on religion, ethnic heritage, race, sexual orientation or age is strictly prohibited.

Each licensed copy of Go Green v1.2 may be used on one single computer location by one user. Use of Go Green v1.2 means that you have loaded, installed, or run Go Green v1.2 on a computer or similar device. If you install Go Green v1.2 onto a multi-user platform, server or network, each and every individual user of Go Green v1.2 must be licensed separately.

You may make one copy of Go Green 1.2 for backup purposes, providing you only have one copy installed on one computer being used by one person. Other users may not use your copy of Go Green v1.2. The assignment, sublicense, networking, sale, or distribution of copies of Go Green v1.2 are strictly forbidden without the prior written consent of Technische Universiteit Delft. It is a violation of this agreement to assign, sell, share, loan, rent, lease, borrow, network or transfer the use of Go Green v1.2. If any person other than yourself uses Go Green v1.2 registered in your name, regardless of whether it is at the same time or different times, then this agreement is being violated and you are responsible for that violation!

3.3 Copyright Restriction

This Software contains copyrighted material, trade secrets and other proprietary material. You shall not, and shall not attempt to, modify, reverse engineer, disassemble or decompile Go Green v1.2. Nor can you create any derivative works or other works that are based upon or derived from Go Green v1.2 in whole or in part.

Technische Universiteit Delft's name, logo and graphics file that represents Go Green v1.2 shall not be used in any way to promote products developed with Go Green v1.2. **Technische Universiteit Delft** retains sole and exclusive ownership of all right, title and interest in and to Go Green v1.2 and all Intellectual Property rights relating thereto.

Copyright law and international copyright treaty provisions protect all parts of Go Green v1.2, products and services. No program, code, part, image, audio sample, or text may be copied or used in any way by the user except as intended within the bounds of the single user program. All rights not expressly granted hereunder are reserved for Technische Universiteit Delft.

3.4 Limitation of Responsibility

You will indemnify, hold harmless, and defend **Technische Universiteit Delft**, its employees, agents and distributors against any and all claims, proceedings, demand and costs resulting from or in any way connected with your use of Technische Universiteit Delft's Software.

In no event (including, without limitation, in the event of negligence) will **Technische Universiteit Delft**, its employees, agents or distributors be liable for any consequential, incidental, indirect, special or punitive damages whatsoever (including, without limitation, damages for loss of profits, loss of use, business interruption, loss of information or data, or pecuniary loss), in connection with or arising out of or related to this Agreement, Go Green v1.2 or the use or inability to use Go Green v1.2 or the furnishing, performance or use of any other matters hereunder whether based upon contract, tort or any other theory including negligence.

THIS IS NOT A REAL, LEGAL BINDING DOCUMENT. IT IS USED FOR AN ACADEMIC PURPOSE FOR THE COURSE OBJECT ORIENTED PROGRAMMING PROJECT FOR GROUP 90. NO RIGHTS CAN BE DERIVED FROM THIS DOCUMENT.

Technische Universiteit Delft's entire liability, without exception, is limited to the customers' reimbursement of the purchase price of the Software (maximum being the lesser of the amount paid by you and the suggested retail price as listed by **Technische Universiteit Delft**) in exchange for the return of the product, all copies, registration papers and manuals, and all materials that constitute a transfer of license from the customer back to **Technische Universiteit Delft**.

3.5 Warranties

Except as expressly stated in writing, **Technische Universiteit Delft** makes no representation or warranties in respect of this Software and expressly excludes all other warranties, expressed or implied, oral or written, including, without limitation, any implied warranties of merchantable quality or fitness for a particular purpose.

3.6 Governing Law

This Agreement shall be governed by the law of the Netherlands applicable therein. You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of **Netherlands** therefrom. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

3.7 Termination

Any failure to comply with the terms and conditions of this Agreement will result in automatic and immediate termination of this license. Upon termination of this license granted herein for any reason, you agree to immediately cease use of **Go Green v1.2** and destroy all copies of **Go Green v1.2** supplied under this Agreement. The financial obligations incurred by you shall survive the expiration or termination of this license.

4. DISCLAIMER OF WARRANTY

THIS SOFTWARE AND THE ACCOMPANYING FILES ARE SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. THIS DISCLAIMER CONCERNS ALL FILES GENERATED AND EDITED BY **Go Green v1.2** AS WELL.

5. CONSENT OF USE OF DATA

You agree that **Technische Universiteit Delft** may collect and use information gathered in any manner as part of the product support services provided to you, if any, related to **Go Green v1.2**. **Technische Universiteit Delft** may also use this information to provide notices to you which may be of use or interest to you.