

## **Very important notice.**

### **Please, read before downloading the software and the installation password**

Please read the contents of the License Agreement carefully and fully before downloading the software and the installation password. By downloading, you agree to the terms and conditions of this agreement.

If you do not agree with these terms and conditions, do not proceed to download the software nor the installation password and contact the store where you purchased it for refund instructions.

**Attention:** in the event that more than seven (7) calendar days have elapsed from the purchase of the product, the terms and conditions of this agreement are considered accepted and you will not be entitled to a refund of the amounts paid.

**Notice:** The supported machine formats may not work correctly with some brands and models of embroidery or hotfix machines. Samples in different machine formats are available at <https://www.sierra-software.com> to allow you to verify compatibility with your machine. If the samples are not compatible, you should use a third-party machine format conversion program in conjunction with this product.

### **License Agreement**

This Agreement sets forth the terms and conditions in which Sierra Software - AR Robots S.A., a company incorporated and existing in Argentina, with registered offices in Rivera Indarte 565, Buenos Aires City, ("SIERRA") grants a software use license.

SIERRA hereby grants to the buyer of this software license ("USER") a limited, nontransferable, perpetual and nonexclusive license to use the software application ("SOFTWARE") in all its extension, according to the following terms and conditions.

The license to use the software (LICENSE or software license) is identified with a serial number.

By downloading the licensed software, the USER accepts the terms and conditions set forth in this Agreement. If the USER does not accept this terms and conditions, the USER must not download nor install and use the licensed software.

#### **1. INTRODUCTION – OBJECT**

By this Agreement, SIERRA grants to the USER a limited and non-transferrable, perpetual and nonexclusive license to use the SOFTWARE, allowing the USER to download, install and use it.

#### **2. REQUIREMENT OF USER INFORMATION – LICENSE ACTIVATION**

The USER shall be requested certain information regarding the USER and her\his commercial activities at the time the LICENSE is issued. This happens during the purchase of the SOFTWARE LICENSE at Sierra-Software website or when the USER accesses Sierra-Software website using a coupon issued by an Authorized Distributor. The LICENSE will be registered under the USER name using that information. If the information provided by the USER is false or cannot be validated, the LICENSE shall automatically be terminated, and the SOFTWARE shall cease running.

The USER must activate the SOFTWARE immediately after it is installed; otherwise, the software shall cease working until its activation. Activation is performed on-line, automatically during the SOFTWARE installation, if the computer where the SOFTWARE was installed is connected to the internet. If the computer where the SOFTWARE was installed is not connected to the internet, activation is performed off-line, through the activation wizard provided in the SOFTWARE. Off-line activation requires a computer with access to Internet.

SIERRA shall only be authorized to use such information for its own business, but not to market or sell it to any third party.

#### **3. RESTRICTIONS TO THE LICENSE**

SIERRA keeps every author right, titles and faculty not expressly granted to the USER hereby. Only to clarify and give an example of the acts that are forbidden to the USER, it is mentioned that:

3.1. No copies of the SOFTWARE can be made, other than the only one authorized backup copy.

3.2. The SOFTWARE cannot be used in more than one computer at the same time, nor it can be made accessible to other computers or more than one user through a network.

3.3. The SOFTWARE can only be used by the USER or its employees. The SOFTWARE cannot be leased, or its use allowed to third parties through a time-sharing service, or "users' clubs". The USER shall not sub-license the software nor market it, total or partially in any way. Being a condition of this license that the SOFTWARE use is limited to the company of the USER.

3.4. The SOFTWARE cannot be modified or translated;

3.5 The LICENSE cannot be assigned nor transferred to any third party, by any manner whatsoever, for no purpose at all, either free or for a charge, without the express and written authorization from SIERRA, and payment of the applicable charges.

3.6. The SOFTWARE cannot be subject to any reverse engineering or similar process, as well as to any other process to avoid or supersede its protection and security devices or mechanisms. The USER shall not use the SOFTWARE or the information contained in the SOFTWARE to develop software that might compete with the Software.

The LICENSE must be validated time to time, at intervals defined by SIERRA. If the LICENSE is not validated timely, the SOFTWARE shall cease working until the LICENSE validation is done. LICENSE validation is an automatic process when the computer where the SOFTWARE was installed is connected to the internet. If the computer where the SOFTWARE was installed is not connected to the internet, LICENSE validation should be done off-line, manually, using the activation wizard included with the SOFTWARE.

#### **4. LIMITED WARRANTY**

4.1 The SOFTWARE is provided "as it is", without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. The USER is recommended to test the SOFTWARE extensively before using it in a productive environment, being the USER the sole responsible to determine whether or not the SOFTWARE serves the USER requirements and needs. As there is a trial version of the SOFTWARE available for testing, no refund claims will be accepted.

4.2 SIERRA does not warrant that the SOFTWARE shall be free of errors or appear precisely as described in the SOFTWARE documentation, nor that its use shall be interrupted. Due to the wide range of computers and conditions in which the SOFTWARE may be used, USER assumes the risk of the SOFTWARE result and performance and its ability to perform as described.

4.3. Warranty Conditions: It shall be condition for the SOFTWARE performance that the USER have activated the SOFTWARE and validate the LICENSE on all occasions where the SOFTWARE prompts to do it.

WARRANTY LIMITATION: SIERRA AND ALL PERSONS INVOLVED IN THE SOFTWARE CREATION, PRODUCTION OR MARKETING, ITS EMPLOYEES OR DISTRIBUTORS SHALL NOT BE LIABLE FOR ANY DAMAGE, DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, DUE TO THE USE OR THE INABILITY TO USE THE SOFTWARE. IN ANY CASE, LIABILITY OF ANY OF THE AFOREMENTIONED SHALL BE LIMITED TO THE AMOUNT PAID AS LICENSE OR ROYALTY FEE. IN CASE THAT THIS WARRANTY LIMITATION IS NOT PERMITTED BY THE LAW, IT WILL SURVIVE TO THE EXTENT PERMITTED.

#### **5. SOFTWARE UPDATES**

USERS who have activated the SOFTWARE shall be eligible to receive software updates that SIERRA may release from time to time, to the applicable fees set forth for such updates.

Minor software versions (maintenance releases) for the major SOFTWARE version owned by the USER, that SIERRA may release from time to time, will be available through the live-update service free of charge.

#### **6. CONFIDENTIALITY, TRADE SECRETS**

6.1 SIERRA will provide USER with certain confidential information and documents for the better fulfillment of this Agreement. The USER acknowledges that this information is confidential and proprietary of SIERRA and compromise himself to preserve it and maintain it confidential for all the term that might last the relationship between the parties.

6.2 Upon termination of the license granted hereby, The USER compromises himself to destroy all the files and documents delivered to the USER as per this Agreement within 5 days upon termination.

6.3 The USER acknowledges that all the ideas, sequences, structure, organization, routines, procedures, algorithms, programs and user interfaces contained in the SOFTWARE to which he accesses due to this Agreement, are all SIERRA's Trade Secrets and proprietary information. The USER hereby acknowledges that he is to prevent these Trade Secrets and proprietary information from disclosure, being an essential condition to this Agreement, because the disclosure of these Trade Secrets and proprietary information would deprive SIERRA from peaceful and exclusive use of its undisclosed information and Intellectual Property rights. Therefore, the USER binds himself to maintain SIERRA's secrets undisclosed and to notify by writing the obligation of maintaining in strict confidentiality to any member of its staff that may have access to the SOFTWARE

#### **7. LICENSE TERMINATION**

SIERRA shall terminate this Agreement, without need to serve any previous notification to the USER, if the USER incurs in any of the followings situations:

7.1 Judicial or extra-judicial winding-up or bankruptcy process;

7.2 Commits a material breach of any term of this Agreement and fails to remedy such breach within ten (10) days

after receiving written notice from SIERRA. SIERRA may suspend the license until receiving a satisfactory answer from the USER.

7.3 SIERRA may suspend the license and the USER's right to use the SOFTWARE if the USER performs acts by which SIERRA may presume that the SOFTWARE is being used in breach to this Agreement. In this case, SIERRA shall request clarifications to the USER, and if they are not given satisfactorily, SIERRA shall have the right to terminate the license.

7.4 SIERRA may decide not to continue offering new licenses to use the SOFTWARE of this kind at any time, or change the terms and conditions for the licenses to use the SOFTWARE for future sales. In this case SIERRA shall previously notify to the the USER through the official website and/or messages to the email address of the registered USER.

## **8. OBLIGATIONS AFTER TERMINATION**

This LICENSE shall be effective until its termination caused by:

- a) Termination by USER
- b) Breach by the USER to any of the terms and conditions of this Agreement.

Upon termination of this License, the USER shall within the five (5) following days:

- Delete any copy of the SOFTWARE from his/her computer(s)
- Destroy any physical support of the SOFTWARE

## **9. GENERAL DISPOSITIONS**

9.1 The clauses' headlines of this Agreement are not part of it, their purpose is mainly to facilitate its reading and do not restrain nor extend the agreed in the text.

9.2 If any of the provisions of this Agreement are found to be invalid, such invalidity will not nullify the rest of them, and the rest of the Agreement will remain valid and enforceable.

9.3 Any waiver to compliance of the terms of this Agreement will only bind the parties if is expressed in writing, it will be applied only to specified cases, and will not affect the terms and conditions agreed upon hereby.

9.4 This Agreement prevails over any previous Agreement between the parties in connection with the SOFTWARE.

9.5 All the notifications permitted or required by this Agreement may be made electronically, including messages displayed to the USER while the SOFTWARE is being used, and the USER expressly accepts the validity of such notifications.

## **10. APPLICABLE LAW**

This Agreement will be construed, ruled and applied by the Argentine Law. Any difference among the parties will be resolved by the courts of the City of Buenos Aires, Argentina.