

Software License Agreement

Comprehensive end-user and commercial license terms for the ExeWrap software

Document	Software License Agreement
Product	ExeWrap
Provider	Apptimate B.V. (Chamber of Commerce no. 89656202)
Version	1.4
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This Software License Agreement (the “Agreement”) is a legally binding agreement between you, whether an individual or a legal entity (the “Licensee” or “you”), and Apptimate B.V., a company incorporated under the laws of the Netherlands, having its registered office at Floraronde 247, 1991 LA Velserbroek, the Netherlands, registered with the Dutch Chamber of Commerce under number 89656202 (the “Licensor”, “Apptimate”, or “we”).

This Agreement governs your access to and use of the ExeWrap software product, including all libraries, SDK components, tools, documentation, and updates made available by the Licensor (collectively, the “Software”). By installing, activating, copying, accessing, or otherwise using the Software, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree, you must not install, activate, or use the Software.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to this Agreement.

1. Definitions

In this Agreement, the following terms have the meanings set out below:

- “Software” means the ExeWrap software product and all associated libraries, SDK components, tools, documentation, and Updates provided by the Licensor.
- “Subscription” means a license to use the Software under one of the subscription tiers described in Section 3, entitling the Licensee to the versions, updates, and support released during the subscription term, as further described in Section 8.
- “Developer” means a single named individual who uses the Software for development purposes.
- “Device” means a single physical or virtual machine on which the Software is installed and activated.
- “License Key” means the unique key or License ID issued to the Licensee enabling activation of the Software.
- “License Server” means the ExeWrap License Server operated by the Licensor for the issuance, delivery, and administration of licenses, including the revocation list. The Software validates licenses offline and does not connect to the License Server.

- “Demo Mode” means the limited-functionality operating state described in Section 8 in which the Software operates when no valid License Key is installed, or when the running version of the Software was released after the end of the applicable updates horizon.
- “Updates” means patches, bug fixes, enhancements, and new versions of the Software released by the Licensor.
- “Feature Flags” means configuration parameters that enable or disable specific functionality of the Software in accordance with the applicable license tier.
- “Trial” means an evaluation version of the Software made available for assessment purposes prior to purchase. The Demo (evaluation) version is free of charge and has no fixed time limit; its output is watermarked and paid features are disabled.

2. Grant of License

Subject to your continuous compliance with this Agreement and, where applicable, payment of the applicable fees, the Licensor grants you a non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Software in accordance with the subscription tier you have acquired and within the limits set out in Section 3. For the avoidance of doubt, the license granted is revocable only on the grounds set out in this Agreement (including material breach or non-payment under Section 16), and the Licensor will not revoke the license of a Licensee with an active, paid Subscription except in accordance with Section 16 (Termination).

This license is a grant of use only. No title to or ownership of the Software is transferred to you under this Agreement. All rights not expressly granted are reserved by the Licensor.

3. Subscription Tiers and License Limits

The Software is licensed under the following tiers. The applicable tier is determined by your order or quotation.

Standard Subscription	1 Developer, up to 3 Devices.
Professional Subscription	1 Developer, up to 3 Devices.
Enterprise	Scope, pricing, and terms as set out in a separate quotation. OEM use is permitted only under a separate OEM agreement.

You may not exceed the Developer or Device limits applicable to your tier. For clarity, these limits are the maximum number of concurrently active named Developers and the maximum number of activated Devices permitted under your tier as set out in this Section 3, applying the definitions of Developer and Device in Section 1. Each License Key is personal to the Licensee and may be used only within the limits of the acquired tier.

3.1 Permitted Use

You may use the Software solely for the development and distribution of your own applications, within the limits of your acquired tier. You may integrate the Software into your own software products provided that the applicable license limits are observed at all times.

3.2 Trial and Evaluation

A Trial or evaluation version of the Software may be made available for evaluation purposes. The Demo (evaluation) version is free of charge and has no fixed time limit; its output is watermarked and paid features are disabled. The Licensee is expected to evaluate the Software prior to purchase. Trial use is provided “as is”, may be limited in functionality or duration, and is subject to this Agreement.

4. Restrictions

Except to the extent expressly permitted by this Agreement or by mandatory applicable law, you must not:

- decompile, reverse-engineer, disassemble, or otherwise attempt to derive the source code of the Software, except to the extent such restriction is prohibited by mandatory law, including the decompilation and interoperability rights permitted under Directive 2009/24/EC and applicable mandatory software copyright laws;
- rent, lease, lend, sell, sublicense, distribute, or otherwise transfer the Software, except under an approved Reseller or OEM agreement;
- share, publish, duplicate, or circumvent License Keys, or exceed the applicable Developer or Device limits;
- circumvent, disable, tamper with, or interfere with the License Server, activation, validation, Feature Flags, or any technical protection or licensing mechanism;
- remove, alter, or obscure any copyright notices, trademarks, or proprietary legends;
- create derivative works of, modify, adapt, translate, or otherwise base other software on the Software, or develop competing or substantially similar software based on the Software or any part of it, except to the extent expressly permitted by mandatory law;
- use the Software for any unlawful, fraudulent, or infringing purpose.

5. Activation, Validation, and the License Server

The Software validates your license offline, by verifying a cryptographically signed license file issued to you. It does not connect to the License Server to activate or validate, and it functions on offline and air-gapped machines. Applications you produce with the Software contain no licensing logic and never contact the License Server.

In connection with the issuance and delivery of licenses, the License Server and the website may process the following data: name, email address, IP address, user-agent, product ID, License ID, order reference, license type, expiration date, and Feature Flags. Apptimate B.V. acts as the controller for this processing. The processing is necessary for the performance of this Agreement (Article 6(1)(b) GDPR), namely to issue and deliver your license, and for the Licensor's legitimate interests in preventing unauthorised use and license fraud (Article 6(1)(f) GDPR). Personal data is processed solely for these license issuance, delivery, and anti-abuse purposes. You have the right to access, rectify, and erase your personal data and, where processing is based on consent, to withdraw that consent at any time; these rights and how to exercise them are described in the ExeWrap Privacy Policy.

Issuance and audit logs are retained for up to one hundred eighty (180) days and are then deleted; license files and metadata are retained while the license is active and for up to ninety (90) days after

expiry (restarting on renewal); and subscription/order references are retained for as long as needed to match renewals. The License Server does not store credit card data, payment data, passwords, source code, or Licensee customer data. Personal-data files and logs are encrypted at rest. Processing of personal data is described in the ExeWrap Privacy Policy and the License Key & Activation Policy.

6. Fees and Payment

Fees are as stated at the time of order or in the applicable quotation. Sales are made through direct sale or through the payment provider 2Monetize / 2Checkout. Unless stated otherwise, all amounts are exclusive of VAT and other applicable taxes. Payment must be made in accordance with the terms stated on the order.

7. Term, Renewal, Maintenance, and Updates

Subscriptions are entered into for the agreed period and are renewable on an annual basis in accordance with the terms applicable at the time of renewal.

During an active maintenance or subscription period, Updates are included. Support is provided by email at contact@apptimate.nl, during Dutch business hours, on a best-effort basis. Best-effort means that the Licensor will make reasonable efforts to address questions and issues, without guaranteed response or resolution times, unless otherwise agreed in writing. The Licensor does not guarantee that any particular issue will be resolved or that a fix or workaround will be provided.

Upon expiry of the maintenance or subscription period, you are no longer entitled to receive new Updates, and the consequences set out in Section 8 (Demo Mode) apply.

8. Expiry, Non-Renewal, and Version-Gated Perpetual Use

This Section governs what happens when a Subscription or maintenance period expires and is not renewed, and prevails over any conflicting statement elsewhere regarding continued use after expiry.

8.1 Continued Use After Expiry

The Subscription entitles the Licensee to every version of the Software released on or before the end date of the Subscription or maintenance period (the "updates horizon"), together with updates and support during that period. Upon expiry without timely renewal, any version released on or before the end of the updates horizon continues to operate with the full functionality of the Licensee's tier, permanently and without further payment; entitlement is determined by the release date of the Software version, not by the Licensee's system clock. Versions released after the end of the updates horizon operate in Demo Mode until the Subscription is renewed to cover them.

8.2 Functionality in Demo Mode

In Demo Mode, the Software operates with limited functionality. Without limitation, Demo Mode may:

- disable licensed Feature Flags and premium or production functionality, so that only a reduced subset of features remains available;
- impose time limits on sessions or operations, and display recurring notices, reminders, or "nag" screens indicating that no active license is present;

- restrict or prevent use of the Software in a production environment.

The specific features available in Demo Mode are determined by the Licensor and may vary between versions of the Software.

8.3 Restoring Full Functionality

Full functionality for versions released after a previous updates horizon is restored upon renewal of the Subscription or maintenance period and installation of the renewed License Key, which extends the updates horizon to the new end date. Demo Mode does not delete the Licensee's own data, but the Licensor is not responsible for any inability to access functionality that is unavailable in Demo Mode.

8.4 Version-Gated Perpetual Use

For the avoidance of doubt, the Subscription is a subscription for updates and support, not a time-limited right to run the Software. Expiry without renewal does not disable any version the Licensee was entitled to: every version released on or before the end of the updates horizon continues to run with full tier functionality after expiry, and only versions released after that horizon require renewal. Applications already produced with the Software are unaffected in all cases, as they embed the loader and contain no licensing logic.

9. Intellectual Property

The Software and all intellectual property rights therein are and remain the exclusive property of the Licensor or its licensors. This Agreement does not transfer any ownership rights. The ExeWrap and Apptimate names, logos, and trade names are trademarks or trade names of the Licensor and may be used only in accordance with the Trademark Policy.

10. Confidentiality

Each party shall keep confidential any non-public information disclosed by the other party in connection with this Agreement and shall use it only for the purposes of this Agreement, except where disclosure is required by law.

11. Warranty Disclaimer

To the maximum extent permitted by applicable law, the Software is provided “as is” and “as available”, without warranties of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. The Licensor does not warrant that the Software will be uninterrupted, error-free, or secure. Mandatory consumer protection rights are not affected. In particular, where the Licensee is a consumer, the statutory conformity of the Software and the consumer's statutory remedies (including repair, price reduction, and rescission) are not excluded or limited by this Section. The Licensor does not warrant absolutely error-free operation and normal limitations inherent in software are acknowledged, without prejudice to the consumer's mandatory rights to conformity and remedies.

12. Limitation of Liability

To the maximum extent permitted by applicable law, the Licensor shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenue, data, or goodwill, for any corruption or loss of data, or for any damage arising from misuse of the Software or use of the Software contrary to this Agreement or its documentation, arising out of or in connection with this Agreement or the Software.

The Licensor's total aggregate liability arising out of or in connection with this Agreement shall not exceed, in aggregate for all claims taken together, the total amount paid by the Licensee for the Software in the twelve (12) months preceding the event giving rise to the liability.

Nothing in this Agreement excludes or limits liability that cannot be excluded or limited under mandatory applicable law, including mandatory consumer protection law. The exclusions and limitations in this Section do not apply to liability for damage caused by intent (opzet) or deliberate recklessness (bewuste roekeloosheid) on the part of the Licensor or its managerial staff, nor to liability for death or personal injury.

13. Refunds

Because a Trial / evaluation version is available and the Licensee is expected to evaluate the Software prior to purchase, no refunds are provided, except where required by mandatory law. Where the Licensee is a consumer, statutory rights are not affected, including any right of withdrawal for distance contracts and rights to rescission, price reduction, repair, or replacement under mandatory law. For digital content or services supplied immediately, the statutory right of withdrawal may lapse only where the consumer has expressly consented to immediate performance and has acknowledged that the right of withdrawal is thereby lost. Refund requests based on a statutory obligation may be directed to contact@apptimate.nl, quoting the order reference. This Section is to be read together with the ExeWrap Refund Policy.

14. Security

Security vulnerabilities may be reported to security@apptimate.nl in accordance with the ExeWrap Security & Vulnerability Disclosure Policy. The Licensor will make reasonable efforts to acknowledge reports within five (5) business days and to investigate reported vulnerabilities in a timely manner. The Licensor will not pursue legal action against researchers who act in good faith and in compliance with that policy.

15. Export Compliance

You shall comply with all applicable European Union and Netherlands export control laws and regulations, and shall not export, re-export, or use the Software in violation of such laws. The Licensee shall not permit access to or use of the Software by any person or entity that is the subject of applicable sanctions or that is located in a sanctioned territory, and shall comply with all applicable European Union and Netherlands sanctions regimes.

16. Termination

The Licensor may suspend or terminate this Agreement and the license granted hereunder if you materially breach this Agreement. Where the breach is capable of being remedied, the Licensor will, except in cases that justify immediate termination, first give you written notice and a reasonable period to remedy the breach before terminating. Where the Licensee is a consumer, the consumer's mandatory rights (including under Article 6:265 of the Dutch Civil Code) are not affected. Upon termination, you must cease all use of the Software and, where applicable, the Software may revert to Demo Mode or be deactivated. The Licensor may also terminate this Agreement with immediate effect, without being liable for any damages, if the Licensee is declared bankrupt, applies for or is granted a suspension of payments (*surseance van betaling*), is placed into liquidation, or otherwise ceases its business. Sections that by their nature should survive termination (including Sections 4, 9, 10, 11, 12, 17, and 18) shall survive.

17. Governing Law and Jurisdiction

This Agreement is governed by the laws of the Netherlands. Any disputes arising out of or in connection with this Agreement shall be submitted to the competent court of the Rechtbank Noord-Holland, without prejudice to any mandatory rules of jurisdiction applicable to consumers.

18. General Provisions

- **Entire Agreement:** This Agreement, together with the policies referenced herein (including the Privacy Policy, Refund Policy, License Key & Activation Policy, Maintenance & Support Policy, and Security & Vulnerability Disclosure Policy), constitutes the entire agreement between the parties regarding the Software.
- **Severability:** If any provision is held invalid or unenforceable, the remaining provisions remain in full force, and the invalid provision shall be replaced by a valid provision that most closely reflects the original intent.
- **Force Majeure:** Neither party is liable for any failure or delay in performance (other than payment obligations) caused by circumstances beyond its reasonable control, including internet or telecommunications failures, power outages, war, terrorism, riots, natural disasters, pandemics, strikes, or government measures or prohibitions. During such an event the affected party's obligations are suspended for the duration of the event; if the event continues for a prolonged period, either party may terminate the affected Subscription by written notice.
- **No Waiver:** Failure to enforce any provision shall not constitute a waiver of that or any other provision.
- **Consumers:** The Software is a developer tool intended primarily for business and professional use. Where the Licensee is a consumer, mandatory consumer protection rights under Netherlands and European Union law apply and prevail over any conflicting provision of this Agreement. Consumers may submit complaints regarding the Software or this Agreement to contact@apptimate.nl; the Licensor will confirm receipt and aim to respond within a reasonable period.
- **Assignment:** You may not assign or transfer this Agreement without the Licensor's prior written consent. The Licensor may assign this Agreement in connection with a merger, acquisition, or sale of assets.

- **Changes:** The Licensor may update this Agreement from time to time. Material changes will be announced at least thirty (30) days in advance (for example by email or via exewrap.com). If the Licensee does not object before the changes take effect, the changes are deemed accepted. Changes will not retroactively diminish the core rights of a Licensee with an active, paid Subscription for the remainder of the then-current Subscription term. The current version is always available at exewrap.com.

19. Contact

Licensor	Apptimate B.V. (Chamber of Commerce no. 89656202)
Address	Postbus 2039, 1990 AA Velserbroek, Nederland
Websites	exewrap.com , apptimate.nl
Legal	contact@apptimate.nl
Support	contact@apptimate.nl (Dutch business hours, best effort)
Security	security@apptimate.nl

By installing, activating, or using the Software, you acknowledge that you have read and understood this Agreement and agree to be bound by its terms. The Licensee acknowledges having been given a reasonable opportunity to review this Agreement before installing, activating, or using the Software. This Agreement is made available at exewrap.com and during the purchase and installation process prior to acceptance.