



SOFTURION SAS BUDGETINMIND SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE USING THE SOFTURION SOFTWARE. BY USING THE SOFTURION SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT INSTALL AND/OR USE THE SOFTWARE.

1. General.

(a) The Softurion software, content, documentation accompanying this License whether on disk, in read only memory, on any other media or in any other form (collectively the "Softurion Software") are licensed, not sold, to you by Softurion SAS ("Softurion") for use only under the terms of this License, and Softurion reserves all rights not expressly granted to you. You own the media on which the Softurion Software is recorded but Softurion retains ownership of the Softurion Software itself. The terms of this License will govern any software upgrades provided by Softurion that replace and/or supplement the original Softurion Software product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

(b) From time to time, Softurion may release software updates to the version of Softurion Software you originally purchased. Softurion will provide you any such updates that it may release up to, but not including, the next major release of the Softurion Software, for free. For example, if you originally purchased version 1.X of the Softurion Software, Softurion would provide you for free any software updates it might release (e.g. version 1.2 or 1.3) up to, but not including, version 2.X of the Softurion Software.

(c) Title and intellectual property rights in and to any content displayed by or accessed through the Softurion Software belongs to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such content. This License does not grant you any rights to use such content.

(d) The following Software License Agreement applies to all the non-commercial versions of BudgetInMind, such as BudgetInMind, BudgetInMind Lite, BudgetInMind Extended, BudgetInMind Premium, and BudgetInMind Trading.

2. Permitted License Uses and Restrictions

A. **Softurion Store License:** Applies to any purchase made directly on Softurion web site (www.softurion.com). Subject to the terms and conditions of this License and as permitted by the Softurion Store Product Usage Rules set forth in the Softurion Terms and Conditions (<http://www.softurion.com/legal/terms-of-use/>) ("Usage Rules"), you are granted a limited, non-transferable, non-exclusive single computer license:

- (i) to download, install, use and run for personal, non-commercial use, one (1) copy of the Softurion Software directly on one (1) computer running OS X ("Mac Computer") that you own or control;
- (ii) if you own several computers, you shall purchase additional Softurion Software licenses, for each computer on which you need the software to work at the same time;
- (iii) however, you are allowed to swap a license from one computer to another by transferring the license to the other computer, so long as both computers are owned



by you and for personal, non-commercial use only. Once transferred, the Softurion Software will stop functioning on the computer initially owning the license. Excessive use of license transfer (on too many different computers, too often, etc....) is a breach of such license and may result in the revocation of your license at the sole discretion of Softurion.

License Activation: You hereby agree to the activation process for Softurion Software during which the manual entry of an activation code is required. Customer also agrees that the Softurion Software activation process may be used to enforce provisions of this Agreement that allow the use of one Softurion Software license only on one computer at a given time, as explained above.

Softurion Users Management System: Personal data of customers that purchase Softurion Software is stored in Softurion Users Management System ("S.U.M.S."). Only the personal data that customers or their agents enter into the Softurion Software purchase web page are stored in this database. You hereby allow Softurion to store this data on Softurion's server. This data shall be used for purchase tracking, reactivation of Softurion Software licenses, refund and chargeback tracking and other customer service purposes.

Customer allows Softurion to send infrequent product update newsletters and promotional offers to the e-mail and postal addresses stored in the S.U.M.S. database if they elected to during checkout.

B. Mac App Store License. Subject to the terms and conditions of this License and as permitted by the Mac App Store Product Usage Rules set forth in the App Store Terms and Conditions ([http:// www.apple.com/legal/itunes/ww/](http://www.apple.com/legal/itunes/ww/)) ("Usage Rules"), you are granted a limited, non-transferable, non-exclusive license:

to download, install, use and run for personal, non-commercial use, one (1) copy of the Softurion Software directly on each Apple-branded computer running OS X ("Mac Computer") that you own or control;

C. Non-commercial use license: If you are a professional or a business, you are not allowed to use Softurion Software for your business since the following license only applies for private use (home and family). If you need a version of Softurion Software for your business (for instance, but not limited to, to manage clients finances), you shall contact Softurion and purchase a Professional version of such Softurion Software directly from Softurion.

D. No financial/investment advise provided: Any financial information displayed by the Softurion Software is provided for general informational purposes only and is not intended to be relied upon as, or a substitute for, financial advice. You are solely responsible for the financial decisions made by you and any consequences resulting therefrom, and should always seek the guidance and advice of a financial professional as appropriate. Before executing any securities transaction based upon information obtained through the Softurion Software, you should consult with a financial or securities professional who is legally qualified to give financial or securities advice in your country or region. Neither Softurion nor any of its content providers guarantees the accuracy, completeness, or timeliness of financial information appearing within the Softurion Software or that desired results will be obtained.

E. Except as explicitly permitted below, the images in the icon library are solely for viewing by you within the Softurion Software to illustrate features of the Softurion Software and may not be used by you in your own materials or otherwise copied.



F. The Softurion Software may be used to reproduce materials so long as such use is limited to reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce. This License does not allow the Softurion Software to work on more than one computer at a time (when not purchased from Apple App Store), and you may not make the Softurion Software available over a network where it could be used by multiple computers at the same time. You may make one copy of the Softurion Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright or other proprietary notices contained on the original.

G. Softurion has provided, as part of the Softurion Software, access to certain third party software or services as a convenience. To the extent that the Softurion Software contains, or provides access to, any third party software or services, Softurion has no express or implied obligation to provide any technical or other support for such software or services. Please contact the appropriate software vendor, manufacturer or service provider directly for technical support and customer service related to its software, service and/or products.

H. **No Reverse Engineering.** You may not and you agree not to, or to enable others to, copy (except as expressly permitted by this License or by the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Softurion Software or any services provided by the Softurion Software, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do so is a violation of the rights of Softurion.

3. Transfer. You may not rent, lease, lend or sublicense the Softurion Software. You may, however, make a one-time permanent transfer of all of your license rights to the Softurion Software to another party, provided that: (a) the transfer must include all of the Softurion Software, including all its component parts, original media, printed materials and this License; (b) you do not retain any copies of the Softurion Software, full or partial, including copies stored on a computer or other storage device; and (c) the party receiving the Softurion Software reads and agrees to accept the terms and conditions of this License. All components of the Softurion Software are provided as part of a bundle and may not be separated from the bundle and distributed as standalone applications.

4. Consent to Use of Data.

You agree that Softurion and its subsidiaries may collect and use technical and related information, including but not limited to technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Softurion Software. Softurion may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

5. Termination. This License is effective until terminated. Your rights under this License will terminate automatically without notice from Softurion if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the Softurion Software and destroy all copies, full or partial, of the Softurion Software.

6. Services; Third-Party Materials. The Softurion Software Application may enable access to Softurion's, Apple's, and/or third-party services and websites (collectively and individually, "Services"). Use of the Services requires Internet access and use of certain Services requires you to accept additional terms. By using this software in connection



with an iTunes Store account, you agree to the latest iTunes Store Terms and Conditions and Usage Rules, which you may access and review at <http://www.apple.com/legal/internet-services/itunes/ww/>. If you purchase the Softurion Software directly from Softurion web site, you agree to the latest Softurion Terms and Conditions, which you may access and review at <http://www.softurion.com/legal>.

You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Services at your sole risk and that Softurion shall have no liability to you for content that may be found to be offensive, indecent, or objectionable.

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, you acknowledge and agree that Softurion is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Softurion, its officers, affiliates and subsidiaries do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you.

Financial information displayed by any Services is for general informational purposes only and should not be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the Services, you should consult with a financial or securities professional who is legally qualified to give financial or securities advice in your country or region. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Softurion nor any of its content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information, location data or any other data displayed by any Services.

You agree that the Services contain proprietary content, information and material that is owned by Softurion and/or Apple, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services or in any manner that is inconsistent with the terms of this License or that infringes any intellectual property rights of a third party or Softurion. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, using the Services to transmit any computer viruses, worms, trojan horses or other malware, or by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Softurion is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that you may receive as a result of using any of the Services.



In addition, Services and Third Party Materials that may be accessed from, displayed on or linked to from the computer are not available in all languages or in all countries or regions. Softurion makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent you choose to use or access such Services and Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Softurion reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Softurion be liable for the removal of or disabling of access to any such Services. Softurion may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

7. Disclaimer of Warranties.

7.1 If you are a customer who is a consumer (someone who uses the Softurion Software outside of your trade, business or profession), you may have legal rights in your country of residence which would prohibit the following limitations from applying to you, and where prohibited they will not apply to you. To find out more about rights, you should contact a local consumer advice organization.

7.2 YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SOFTURION SOFTWARE AND SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

7.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTURION SOFTWARE AND SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND SOFTURION HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTURION SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

7.4 SOFTURION DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTURION SOFTWARE OR SERVICES, THAT THE FUNCTIONS CONTAINED IN THE SOFTURION SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTURION SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SOFTURION SOFTWARE OR SERVICES WILL BE COMPATIBLE WITH THIRD PARTY SOFTWARE, OR THAT DEFECTS IN THE SOFTURION SOFTWARE OR SERVICES WILL BE CORRECTED.

7.5 YOU FURTHER ACKNOWLEDGE THAT THE SOFTURION SOFTWARE AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE SOFTURION SOFTWARE OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS.

7.6 NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SOFTURION OR AN SOFTURION AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOFTURION SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT



ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

8. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL SOFTURION BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTURION SOFTWARE OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF SOFTURION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Softurion's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of twenty euros (20.00 EUROS). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

9. Export Control. You may not use or otherwise export or reexport the Softurion Software except as authorized by French law and the laws of the jurisdiction in which the Softurion Software was obtained. In particular, but without limitation, the Softurion Software may not be exported or re-exported into any France embargoed countries. By using the Softurion Software, you represent and warrant that you are not located in any such country. You also agree that you will not use these products for any purposes prohibited by French law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

10. Controlling Law and Severability. This License will be governed by and construed in accordance with the laws of France. Any dispute arising from or relating to the subject matter of this Softurion Software License Agreement shall be finally settled by the court of Rennes (Brittany, France) for which you accept its competency in the matter. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

11. Complete Agreement; Governing Language. This License constitutes the entire agreement between the parties with respect to the use of the Softurion Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Softurion. Any translation of this License is done for local requirements and in the event of a dispute between the French and any non-French versions, the French version of this License shall govern.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

SLA1305 Revised May 6, 2013