

## END USER LICENSE AGREEMENT

END-USER LICENSE AGREEMENT FOR HOPLA PRODUCTIONS SOFTWARE IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and HOPLA PRODUCTIONS for the HOPLA PRODUCTIONS software that accompanies this EULA, which includes associated media and HOPLA PRODUCTIONS Internet-based services ("Software"). An amendment or addendum to this EULA may accompany the Software. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.

You may have another written agreement directly with HOPLA PRODUCTIONS (e.g. another license agreement, volume license agreement or a reseller agreement) that supplements or supersedes all or portions of this agreement.

HOPLA PRODUCTIONS and its suppliers own all intellectual property in the Software. The Software is licensed, not sold. HOPLA PRODUCTIONS permits you to copy, download, install, use, or otherwise benefit from the functionality or intellectual property of the Software only in accordance with the terms of this agreement. Use of some third party materials included in the Software may be subject to other terms and conditions typically found in a separate license agreement or "Read Me" file located near such materials.

This agreement is between  
you as  
individual or entity  
hereinafter referred to as "You"

and

HOPLA PRODUCTIONS  
Hofwijkstraat 52  
4834EL Breda  
Nederland

hereinafter referred to as "HOPLA PRODUCTIONS"

By installing the Software (or having the software be installed on your behalf) you agree to accept the terms of this EULA.

RECITALS

A. HOPLA PRODUCTIONS has developed an application software system known as “Power Studio” (the “Program” / the “Software”), which is the software you are installing.

B. By installing the Software You desire to obtain a license to use the Program. HOPLA PRODUCTIONS is willing to provide You with a license to use the Program, upon the terms of this Agreement.

## A G R E E M E N T

### 1. DEFINITIONS

1.1 “HOPLA PRODUCTIONS” means HOPLA PRODUCTIONS, Hofwijkstraat 52, 4834EL Breda, Nederland.

1.2 “Computer” means a computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

1.3 “CPU” means a single central processing unit within a computer. In the case of multi-core CPUs, each core represents a single CPU.

1.4 “Deployed” means one copy of Product deployed on one Computer/Server/CPU.

1.5 “Download Site” means the HOPLA PRODUCTIONS FTP- or Web-Site located at an address to be disclosed to you, or an alternative site as HOPLA PRODUCTIONS may notify you from time to time, with respect to subsequent Product downloads by website redirection, email, or as set forth in Section 17 below.

1.6 “End-User” or “Customer” means an End User of a Product, authorized to use the Product for its intended use and not for remarketing. In the context of this Agreement, the End-User would be You.

1.6.1 Consumer means a customer who is an individual acting for private purposes.

1.7 “Internal Network” means a private, proprietary network resource accessible only by employees and individual contractors (i.e. temporary employees) of a specific corporation or similar business entity. Internal Network does not include the Internet or any other network community open to the public, including but not limited to membership or subscription driven groups, associations and similar organizations.

1.9 “License Fee” means the nonrefundable fee(s) payable to HOPLA PRODUCTIONS for each Deployed copy of Product.

1.10 “Permitted Number” means one (1) unless otherwise indicated under a valid license (e.g., volume license) granted by HOPLA PRODUCTIONS.

1.10.1 Each station or channel requires at least one unique primary license and can have any number of secondary licenses.

1.10.2 Each instance of Power Studio must be covered by an individual license, even if they are running on the same computer.

1.11 “Software”, “Product(s)” or “Program(s)” means (a) all of the information with which this agreement is provided, including but not limited to (i) HOPLA PRODUCTIONS or third party software files and other computer information; (ii) related explanatory written materials and files (“Documentation”); and (b) any modified versions and copies of, and upgrades, updates and additions to, such information, provided to you by HOPLA PRODUCTIONS at any time, to the extent not provided under a separate agreement (collectively, “Updates” and/or “Upgrades”).

1.14 “Term” means the entire period of the Agreement.

1.15 “Update” means bug fixes and perhaps minor functional enhancements to the software identified by a change in at least the third or fourth digit of the software’s four level version numbering scheme.

1.16 “Upgrade” means significant new features and/or functional enhancements to the software identified by a change in at least the first or second digit of the software’s four level version numbering scheme.

## 2. SOFTWARE LICENSE

2.1 As long as you obtained the Software from HOPLA PRODUCTIONS or one of its authorized Resellers and as long as you comply with the terms of this agreement, HOPLA PRODUCTIONS grants you a non-exclusive license to use the Software in the manner for the purposes it is intended for or as instructed by HOPLA PRODUCTIONS, as further set forth below. See Section 16 for specific provisions related to certain components.

2.2 License Grant for General Use. You may install and use one copy of the Software on up to the Permitted Number of your compatible Computers.

2.3 Backup Copy. You may make a reasonable number of backup copies of the Software, provided your backup copies are not installed or used for other than archival purposes.

2.4 License Grant for Documentation. The documentation may accompany the Software is licensed for internal, non-commercial reference purposes only.

2.5 License Grant for Data-Processing. You may use the Product to process data which is yours and which is directly linked to your business in one market (usually one country). This for example implies, that you may not use this license to process data from your subsidiaries in other markets which are not directly required for your business in your market. You may not rent, lease, assign or otherwise transfer the Product or any copy of it or use or make available the Product in or as a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider environment. You may not use or make available the Product pursuant to a public or open source license. There may be other grants or restrictions which may be covered by an agreement which supersedes this license agreement.

2.6 License Grant for patches, pre-release (beta), tryout, starter, evaluation, product-sampler, templates, or not-for-resale (NFR) copies of the Software: This Software may not be used in a productive environment or to contribute to any intended profit generating activity without HOPLA PRODUCTIONS’s explicit prior written consent.

You must indemnify and defend HOPLA PRODUCTIONS against any claims or lawsuits, including attorneys' fees, that arise from or result from the licensing or distribution of the templates as created by you.

### 3. DURATION OF THE LICENSE

3.1 Unless otherwise agreed in writing, the software is available under a SUBSCRIPTION LICENSE ("Lease") or a PERPETUAL LICENSE (Buyout) and has a duration of 12 months.

#### 3.2 Subscription license

3.2.1 When purchasing a Subscription license to the Software, the customer is granted for the duration of the license period: 1) A license according to section 2, 2) The right to download updates/upgrades of the software, 3) (Email) Support on the use of the software.

3.2.2 After the expiry of the License Term, the license will be renewed for the duration of the license period, unless the Customer has informed the HOPLA PRODUCTIONS otherwise by giving 1 (1) months' written notice to the end of an update term (a 12-month period).

3.2.3 If the Customer is an individual acting for private purposes the license will NOT be renewed automatically. Unless the Customer requests the license to be renewed, the License will expire.

#### 3.3 Perpetual license

3.3.1 When purchasing a Perpetual license to the Software, the customer is granted for the duration of the license period: 1) A license according to section 2, 2) The right to download updates/upgrades of the software, 3) (Email) support on the use of the software.

3.3.2 After the expiry of the License Term, the license will be renewed for the duration of the license period, unless the Customer has informed the HOPLA PRODUCTIONS otherwise by giving 1 (1) months' written notice to the end of an update term (a 12-month period).

3.3.3 If the Customer is an individual acting for private purposes the license will NOT be renewed automatically. Unless the Customer requests the license to be renewed, the License will expire.

3.3.4 Should the Customer decide not to renew, the Licensee will no longer be eligible for any new Updates/Upgrades or to Support. The Customer retains the right to use the, at the moment of expiry, current version of the software according to section 2.

#### 4. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

4.1 Mandatory Activation. THERE ARE TECHNOLOGICAL MEASURES IN THIS SOFTWARE THAT ARE DESIGNED TO PREVENT UNLICENSED USE OF THE SOFTWARE. You may not be able to exercise your rights to the Software under this EULA unless you register your copy of the Software in the manner described during the launch sequence or as described in the documentation. You may also need to reactivate the Software if you modify your computer hardware or alter the Software. HOPLA PRODUCTIONS will use those measures to confirm you have a legally licensed copy of the Software. If you are not using a licensed copy of the Software, you are not allowed to install the Software or future Software updates. HOPLA PRODUCTIONS will not collect any personally identifiable information from your device during this process.

4.2 Cancellation/Revocation Terms. By installing the Software you agree to accept, that you are waving ALL of your cancellation and revocation rights. This means, that NO refund of any money (e.g. your paid license fee) is made once you installed the software.

4.3 Right of Cancellation. An individual acting for private purposes may cancel an online purchase of the Software during a cooling-off period of 14 days without giving any reason, provided that

- The Software has not been downloaded or received in an electronic way (email, etc.)
- The seal is still intact, when the Software is a data carrier with digital content (DVDs, CDs, etc.)

To give notification of cancellation, contact the HOPLA PRODUCTIONS Customer Support Department.

#### 5. INTELLECTUAL PROPERTY OWNERSHIP

5.1 The Software and any authorized copies that you make are the intellectual property of and are owned by HOPLA PRODUCTIONS and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of HOPLA PRODUCTIONS and its suppliers. The Software is protected by law, including but not limited to the copyright laws of The

Netherlands and other countries, and by international treaty provisions. Except as expressly stated herein, this agreement does not grant you any intellectual property rights in the Software and all rights not expressly granted are reserved by HOPLA PRODUCTIONS and its suppliers.

## 6. RESTRICTIONS

6.1 Notices. You may not copy the Software except as set forth in Section 2 and 16. Any permitted copy the Software that you make must contain the same copyright and other proprietary notices that appear on or in the Software.

6.2 No Modifications. You may not modify, adapt or translate the Software. You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent you may be expressly permitted under applicable law to decompile only in order to achieve interoperability with the Software.

6.3 No Unbundling. The Software may include various applications, utilities and components, may support multiple platforms and languages and may be provided to you on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to you as a single product to be used as a single product on Computers as permitted by Sections 2 and 16. You are not required to use all component parts of the Software, but you may not unbundle the component parts of the Software for use on different Computers. You may not unbundle or repackage the Software for distribution, transfer or resale. See Section 16 for specific exceptions to this Section.

6.4 No Transfer. YOU MAY NOT RENT, LEASE, SELL, SUBLICENSE, ASSIGN OR TRANSFER YOUR RIGHTS IN THE SOFTWARE, OR AUTHORIZE ANY PORTION OF THE SOFTWARE TO BE COPIED ONTO ANOTHER INDIVIDUAL OR LEGAL ENTITY'S COMPUTER EXCEPT AS MAY BE PERMITTED HEREIN. You may, however, transfer all your rights to use the Software to another individual or legal entity provided that: (a) you also transfer (i) this agreement, (ii) the serial number(s) and registration key(s), the Software and all other software, configurations or hardware bundled, packaged or pre-installed with the Software, including all copies, upgrades, updates and prior versions; (b) you retain no upgrades, updates or copies, including backups and copies stored on a computer; (c) the receiving party accepts the terms and conditions of this agreement and any other terms and conditions under which you purchased a valid license to the Software; and (d) you ask HOPLA PRODUCTIONS for prior written approval of the transfer. Any purported assignment or transfer without HOPLA PRODUCTIONS's consent shall be null and void. NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER EDUCATION, PRE-RELEASE, DEMO, OR NOT-FOR-RESALE COPIES OF THE SOFTWARE. Prior to a transfer HOPLA PRODUCTIONS may require that you and the receiving party confirm in writing your compliance with this agreement, provide HOPLA PRODUCTIONS with information about

yourselves, and register as end-users of the Software. Allow 4-6 weeks to transfer. Please contact HOPLA PRODUCTIONS'S Customer Support Department for more information.

## 7. UPDATES

7.1 If the Software is an upgrade or update to a previous version of the Software, you must possess a valid license to such previous version in order to use such upgrade or update. All upgrades and updates are provided to you on a license exchange basis. You agree that by using an upgrade or update you voluntarily terminate your right to use any previous version. As an exception, you may continue to use previous versions of HOPLA PRODUCTIONS Software in the transition to the upgrade or update, provided that the upgrade or update and the previous versions are installed on the same computer. Upgrades and updates may be licensed to you by HOPLA PRODUCTIONS with additional or different terms.

## 8. COMPLIANCE WITH LICENSES

8.1 You agree that upon request from HOPLA PRODUCTIONS of its authorized representative you will within thirty (30) days fully document and certify that use of any and all HOPLA PRODUCTIONS Software at the time of the request is in conformity with your valid licenses from HOPLA PRODUCTIONS.

## 9. LIMITED WARRANTY

9.1 Except as may be otherwise provided in Section 16, HOPLA PRODUCTIONS warrants to the individual or entity that first purchases a license of the Software for use on Computers pursuant to the terms of this agreement that the Software will perform substantially in accordance with its intended functions and/or any delivered Documentation for the ninety (90) day period following receipt of the Software when used on the recommended operating system and hardware configuration. Non-substantial variation of performance from any Documentation does not establish a warranty right. THIS LIMITED WARRANTY DOES NOT APPLY TO PATCHES, PRE-RELEASE (BETA), TRYOUT, STARTER, EVALUATION, PRODUCT SAMPLER, TEMPLATES, OR NOT FOR RESALE (NFR) COPIES OF SOFTWARE, WEBSITES OR ONLINE SERVICES (See Section 16). All warranty claims must be made, along with proof of purchase, within such ninety (90) day period. If the Software does not



perform substantially in accordance with its intended functions and/or any delivered Documentation, the entire liability of HOPLA PRODUCTIONS and its affiliates and your exclusive remedy will be limited to either, at HOPLA PRODUCTIONS'S option, replacement of the Software or refund of the license fee you paid for the Software. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS WHICH MAY VARY FROM JURSDICTION TO JURSDICTION. For further warranty information, please see the jurisdiction specific provisions at the end of this agreement, if any, or contact the HOPLA PRODUCTIONS Customer Support Department.

## 10. DISCLAIMER

10.1 THE FOREGOING LIMITED WARRANTY IS THE ONLY LIMITED WARRANTY MADE BY HOPLA PRODUCTIONS AND ITS AFFILIATES AND STATES THE SOLE AND EXCLUSIVE REMEDIES FOR HOPLA PRODUCTIONS, ITS AFFILIATES OR SUPPLIERS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY AND ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURSDICTION, HOPLA PRODUCTIONS AND ITS AFFILIATES AND SUPPLIERS PROVIDE THE SOFTWARE AND ACCESS TO ANY WEBSITE AND ONLINE-SERVICES AS-IS AND WITH ALL FAULTS AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, USAGE, OR OTHERWISE AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO PERFORMANCE, SECURITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The provisions of Sections 10 and 11 will survive the termination of this agreement, howsoever caused, but this will not imply or create any continued right to use the Software after termination of this agreement.

## 11. LIMITATION OF LIABILITY

11.1 EXCEPT FOR THE EXCLUSIVE REMEDY SET FORTH ABOVE AND AS OTHERWISE PROVIDED IN SECTION 16, IN NO EVENT WILL HOPLA PRODUCTIONS OR ITS AFFILIATES OR SUPPLIERS BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF AN HOPLA PRODUCTIONS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURSDICTION. HOPLA PRODUCTIONS'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT

PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. Nothing contained in this agreement limits HOPLA PRODUCTIONS'S liability to you in the event of death or personal injury resulting from HOPLA PRODUCTIONS'S negligence or for the tort of deceit (fraud). HOPLA PRODUCTIONS is acting on behalf of its affiliates and suppliers for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this agreement, if any, or contact the HOPLA PRODUCTIONS Customer Support Department.

## 12. EXPORT RULES

12.1 You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by Dutch Export laws or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed or otherwise restricted nation and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights granted under this Agreement are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

## 13. MARKETING

13.1 During the term of this Agreement, you agree to be a reference for HOPLA PRODUCTIONS. HOPLA PRODUCTIONS may issue a press release - and you may participate in this press release - regarding the integration and use of the Product as follows:

13.1.1 Reference: As a reference, you agree to speak in good faith with media and/or HOPLA PRODUCTIONS customers or prospects from time to time about your use of HOPLA PRODUCTIONS Products and Services. Such reference opportunities will be limited to a reasonable quantity and mutually agreed content;

13.1.2 End User Reference: You agree that HOPLA PRODUCTIONS names you as an End Users of the Product.

13.1.3 Press Release: HOPLA PRODUCTIONS may issue a press release in which HOPLA PRODUCTIONS announces that you are integrating and using the Product. You, at your discretion, may issue a press release about the mutually agreed content. Neither party shall release its press release without first providing such press release to the other for its review and approval, which approval shall not be unreasonably withheld or delayed.

#### 14. GOVERNING LAWS

14.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of The Netherlands. The parties agree that any legal action or proceeding with respect to this Agreement may be initiated only in Dutch court. By execution and delivery of this Agreement, the parties submit to and accept with regard to any such action or proceeding the exclusive jurisdiction of such courts. THIS AGREEMENT WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, THE APPLICATION OF WHICH IS EXPRESSLY EXCLUDED.

#### 15. EQUITABLE RELIEF

15.1 You acknowledge that any breach or threatened breach of this Agreement involving an unauthorized use of Confidential Information or HOPLA PRODUCTIONS intellectual property will result in irreparable harm to HOPLA PRODUCTIONS for which damages would not be an adequate remedy, and therefore, in addition to its rights and remedies otherwise available at law, HOPLA PRODUCTIONS will be entitled to seek injunctive or other equitable relief, as appropriate, and you hereby waive the right to require HOPLA PRODUCTIONS to post a bond. If HOPLA PRODUCTIONS seeks injunctive or other equitable relief in the event of a breach or threatened breach of this Agreement by you involving an unauthorized use of Confidential Information or HOPLA PRODUCTIONS intellectual property, you agree that it will not allege in any such proceeding that HOPLA PRODUCTIONS's remedy at law is adequate. If HOPLA PRODUCTIONS seeks any equitable remedies, it will not be precluded or prevented from seeking remedies at law, nor will HOPLA PRODUCTIONS be deemed to have made an election of remedies.

## 16. SPECIFIC PROVISIONS AND EXCEPTIONS

16.1 This section sets forth specific provisions related to certain components of the Software as well as limited exceptions to the above terms and conditions. The extent that any provision in this section is in conflict with any other term or condition in this agreement, this section will supersede such other term or condition.

16.1 Pre-release Software Additional Terms. If the Software is pre-commercial release of beta software ("Pre-release Software"), then this Section applies. The Pre-release Software is a pre-release version, does not represent a final product from HOPLA PRODUCTIONS, and may contain bugs, errors and other problems that could cause system or other failures and data loss. HOPLA PRODUCTIONS may never commercially release the Pre-release Software. If you received the Pre-release Software pursuant to a separate written agreement, your use of the Software is also governed by such agreement. You will return to destroy all copies of Pre-release Software upon request by HOPLA PRODUCTIONS or upon HOPLA PRODUCTIONS'S commercial release of such software. YOUR USE OF PRE-RELEASE SOFTWARE IS AT YOUR OWN RISK. SEE SECTIONS 10 AND 11 FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN TRYOUT SOFTWARE.

16.2 Tryout, Product Sampler, NFR, Additional Terms. If the Software is tryout, starter, product sampler or NFR software ("Tryout Software"), then the following Section applies. The Tryout Software may contain limited functionality and is to be used for demonstration and evaluation purposes only and not for your commercial purposes. YOUR USE OF TRYOUT SOFTWARE IS AT YOUR OWN RISK. SEE SECTIONS 10 AND 11 FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN TRYOUT SOFTWARE.

16.3 Time Out Software. If the Software is a timeout version then it will cease operations after a designated period of time or number of launches following installation. This is usually determined by, but not limited to, a license key obtained from HOPLA PRODUCTIONS. The license hereunder will terminate after such period or number of launches unless extended by HOPLA PRODUCTIONS upon your acquisition of a full retail license.

ACCESS TO ANY FILES OR OUTPUT CREATED WITH SUCH SOFTWARE OR ANY PRODUCT ASSOCIATED WITH SUCH SOFTWARE IS ENTIRELY AT YOUR OWN RISK.

16.4 Educational Software Product. If the Software accompanying this agreement is an Educational Software Product (Software manufactured and distributed for use by only Educational End Users), you are not entitled to use the Software unless you qualify in your jurisdiction as an Educational End User.

## 16.5 Online Services

16.5.1 The Software may rely upon or facilitate your access to websites maintained by HOPLA PRODUCTIONS or its affiliates or third parties offering goods, information, software and services (“Online Services”). Your access to and use of any website is governed by the terms, conditions, disclaimers and notices found on such site, for example, the Terms of Use located on the HOPLA PRODUCTIONS website. HOPLA PRODUCTIONS may at any time, for any reason, modify or discontinue the availability of any website and Online Services.

16.5.2 HOPLA PRODUCTIONS does not control, endorse or accept responsibility for websites or Online Services offered by third parties. Any dealings between you and any third party on connection with a website or Online Services, including delivery of and payment for goods and services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party.

16.5.3 EXCEPT AS EXPRESSLY AGREED BY HOPLA PRODUCTIONS OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, YOUR USE OF WEBSITES AND ONLINE SERVICES IS AT YOUR OWN RISK UNDER THE WARRANTY AND LIABILITY LIMITATIONS OF SECTION 10 AND 11.

## 17. ENTIRE AGREEMENT; SEVERABILITY

17.1 This EULA (including any addendum or amendment to this EULA which is included with the Software) is the entire agreement between you and HOPLA PRODUCTIONS relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any HOPLA PRODUCTIONS policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

Should you have any questions concerning this EULA, or if you desire to contact HOPLA PRODUCTIONS for any reason, please use the address information enclosed in this Software to contact the HOPLA PRODUCTIONS subsidiary serving your country or visit HOPLA PRODUCTIONS on the World Wide Web at <http://www.power-studio.nl/>.

HOPLA PRODUCTIONS

Hofwijkstraat 52

4834EL Breda

Nederland

email: [info@power-studio.nl](mailto:info@power-studio.nl)

web: <http://www.power-studio.nl/>