

Software End-User License Agreement

by and between

memoQ Ltd.

Seat address: H1095 Budapest, Mester u. 12. Hungary

EU VAT ID: HU25429356

Website: <https://memoq.com>

("memoQ")

and

Individual or Organization installing memoQ software

("the User")

Valid from: July 19, 2021

Important – to the attention of the User: Please read this license agreement ('License', 'Agreement') carefully before using any memoQ product. Installing, copying, or otherwise using this product indicates your acknowledgment that you have read this license and agree to be bound by and comply with its terms. If you do not agree, do not install, copy, or use the product, and please also delete all copies from your computers, and notify memoQ Support (support@memoq.com) who will deactivate your license.

Attention: This is a license, not a sale. This product is provided to User under the following terms and conditions which define what the User may do with the product. The terms and conditions also include limitations on warranties and/or remedies.

Proof of license: The proof of license is the physical or electronic copy of the invoice in the User's possession. In the absence of that, the User must either have a special license agreement or an academic program agreement, or fall in a valid trial period of the software. In the latter case, the proof of license is the copy of the e-mail that the User receives from memoQ when signing up for the product trial.

Valid without signature: This license agreement is valid without express signature by either party.

A. GRANT OF LICENSE

1. memoQ Ltd. grants the User the license to use one computer program or several computer programs that belong to the memoQ product family ("Product"). The Product is computer software, consisting of program code and application programming interfaces, as well as any images, photographs, templates, animations, video, audio, music, text and add-ins incorporated into the software, and online or electronic documentation.
2. memoQ Ltd. grants the User a license to use the Product in accordance with the terms of this License Agreement for an unlimited time or until the expiry of the User's license.
3. **License expiry:** The license will expire if the User acquired the Product in one of the following manners:
 - a) The User enrolls in a free trial period of the Product, and does not purchase a perpetual – non-expiring – license during or at the end of the trial period. The length of the trial period depends on the type of product, and is indicated on the corresponding download page under <https://www.memoq.com/en/downloads>. The expiry is always counted from the date of the first activation, i.e. the day the license for the Product was first requested from the central memoQ activation server over the internet;
 - b) The User acquires the license through subscription or a lease. In this case, the license expires on the last day of the current subscription or lease period unless the subscription fee is paid

- for one or more subsequent periods, or else if the lease is extended and the associated fees are paid;
- c) The User enters into a special, individual agreement with memoQ, and the agreement specifies an expiry date;
 - d) The User borrows the license for a specific unit of work through another organization that uses a memoQ translation management system. This license exists in the form of an Enterprise License Management (ELM) or Concurrent-Access Licensing (CAL) license. In this case, the license expires when at deadline specified by the organization that the User receives the work from. This organization can also revoke the license before the deadline.
 - e) The User is an educational institution or facility, and enters into an Academic Program Agreement with memoQ. The Academic Program Agreement requires that the licenses be renewed once each academic year. In this case, the User receives Academic Licenses which are valid from the beginning of an academic year till the day before the beginning of the next academic year. The beginning of the academic year is defined by the User's own rules or the law of the User's territory.
4. Different license types enable different functionality of the Product, and the User is only entitled to use the functionality that license type(s) allow. If the User has multiple valid licenses for one computer, User will be able to use the functionality granted by the most permissive license.

B. SCOPE OF AGREEMENT

- 5. If the User has different types of licenses, for example, server and translator licenses, this license agreement covers all types. All terms and conditions herein apply to all licenses in the User's possession. Any supplemental software code and supporting materials provided to the User by memoQ shall be considered part of the Product and subject to the terms and conditions of this License Agreement.
- 6. This End-User-License Agreement ('Agreement') applies to the Product that the User installs on a device in the exclusive use by the User or their organization, or on a physical or virtual device hosted by memoQ on behalf of the User for this purpose. The Agreement shall **not** apply to any Products that the User uses in a Software-as-a-Service (SaaS) offering, hosted by memoQ, on a device that is not in User's exclusive use, or hosted by memoQ on behalf of the User. For SaaS services, please refer to the General Terms and Service, which describe the services offered by memoQ. The General Terms of Service are available on the memoq.com website, in the Legal section.

C. INTELLECTUAL PROPERTY AND DECLARATION OF OWNERSHIP

- 7. The Product is intellectual property protected by copyright and associated laws. memoQ represents and warrants that it is lawfully in possession of the granted usage rights, and that no third parties have such rights or claims that would limit or prevent the usage rights granted herein. Furthermore, if a third party claims to have any such restrictive demands, memoQ shall, directly or through an authorized agent, intervene in defense of the lawful rights of the User.
- 8. memoQ reserves all rights not expressly granted to the User in this Agreement. In particular, memoQ retains the ownership or sublicense rights, as well as any other rights relating to intellectual property involved in the Product.
- 9. The product contains third-party software from several sources. memoQ represents and warrants that it has obtained all necessary rights and licenses to incorporate, use, package, and redistribute each third-party software component. The ownership and the right of authorship of the intellectual property remains at the respective owners or authors of each third-party component. The third-party software components are listed in the Annex of this Agreement.

D. USER'S RIGHTS

- 10. For non-server Products: The User may install and use the Product with the functionality of the most permissive active license on as many workstations as the number specified in the license

purchase. The User may use the Product with a specific license until the license expires (if it has an expiry date, see paragraph A.3.b).

11. If the User has exactly one translator's license, they may install the Product on two workstations.
12. The User may store a copy of the installation file of the Product on a storage device, such as a network server, used only to install the Product on other computers over an internal network; however, the User must acquire a license for each separate computer on which the Product is installed from the storage device.
13. For each server license in the User's possession, the User may install and use the Product on any single computer, including an internal or external web server in the User's organization. If the license is time-limited, the User may use the Product until the license expires. The Product may consist of several components. In this case, the User may install the components on separate computers, according to technical requirements. The User may not install the same component on multiple computers.
14. In connection with a server license, the User may also have a so-called license pool. A license pool is a set of Enterprise License Management (ELM) or Concurrent-Access Licensing (CAL) licenses to use non-server Products. The User may use these licenses on their own workstations, or the User may lend these licenses to other individuals or organizations, to work on assignments to the User's benefit. The User may not charge the other individuals or organizations for lending these licenses.
15. The User may make one copy of the installation file of the Product for archive or backup purposes.
16. The User may transfer the Product to another organization or individual. When this happens, the User must also transfer all usage and license rights under this License. The User must cease to use the Product under the license, and report this event to memoQ. The User must also ensure, and, at memoQ's request, demonstrate, that the recipient, organization or individual, agrees to the terms of this License.
17. The Product may contain one or more Application Programming Interfaces (APIs), complete with a Software Developer's Kit (SDK). User may use these APIs and the SDK to build program code and software components based on the Product. The User may use the SDK, the sample files, and the derived code internally only, for productivity purposes within the User's own organization.
18. The User may not distribute any code or software component built from the APIs and the SDK (see Paragraph 17) without the prior written consent of memoQ Ltd.

E. RESTRICTIONS

19. The User may not use the Product or make copies of it in any other manner than permitted in this Agreement.
20. The User may not translate, reverse engineer, decompile, disassemble, or reuse parts of the Product except to the extent that the foregoing restriction is expressly prohibited by applicable law.
21. The User may not rent, lease, loan, sublicense, assign, resell, distribute and disseminate or transfer the Product except as permitted in Paragraphs 14 and 16 above.
22. The User may not modify, reproduce, alter, change, transmit the Product or merge all or any part of the Product with other software product, code, or component.
23. The User may not create and distribute software products of any kind using any of the components or application programming interfaces of the Product. This license can only be used for the User's own productivity purposes, within the User's organization and its affiliates. If the User aims to create independent software products using the Product's components, they must contact memoQ to conclude a separate redistribution or partnership agreement.
24. If User has server license and an Enterprise License Management (ELM) or Concurrent-Access Licensing (CAL) license pool, and User lends licenses from the license pool to individuals or organizations outside User's own organization, User may not charge these individuals or organizations for lending the licenses.
25. If the User has a server license and an Enterprise License Management (ELM) or Concurrent-Access Licensing (CAL) license pool, they may not circumvent the limit of the number of licenses in the license pool, using any legal or technical methods.

F. THIRD-PARTY MODULES (PLUGINS) AND THIRD-PARTY ONLINE SERVICES

26. This Agreement does not automatically grant a license to use any third-party modules (plugins). The User needs to consult the license terms of the third-party module with the author or distributor of the module.
27. This Agreement does not grant access to any third-party online services that are accessible through plugins or other third-party modules (such as machine translation plugins and services or translation memory plugins and services). The User needs to register and – where applicable – subscribe to any such online service with the owner or operator of the service.
28. No liability for third-party services: When using third-party modules or services, the User is in direct agreement with the author, distributor, owner, or operator of the modules or services. memoQ is expressly exempted from any liability for the operation of any third-party modules or services. However, if memoQ is made aware of damages caused by a third-party module or service, they will make every effort to prevent further damages, or to prevent the future use of such modules or services.

G. TERMINATION

29. This Agreement shall terminate in one of the following events:
 - a. The license is time-limited, and it expires, and the User has no other valid licenses;
 - b. The User fails to comply with all terms and conditions herein, and the User's fault, misconduct, or negligence can be proved and documented;
 - c. The User decides to return the license to memoQ;
 - d. The User and mutually agree to terminate the Agreement.
 - e. memoQ determines, proves, and documents that the license is against memoQ's lawful business interest, and thus terminates the Agreement. memoQ must provide sufficient reason and evidence for such termination, and send a 30-day termination notice. Parties may agree to the partial refund of license fees.
30. In the event of termination of this Agreement, the User must cease to use all copies and licenses of the Product, and provide proof to memoQ, at memoQ's request.

H. LIMITED WARRANTY

31. memoQ warrants that the latest build of the Product version licensed under this End-User License Agreement will be available for download from the memoq.com website for one calendar year after a newer version is released.
32. memoQ offers limited warranty that the Product will essentially function as described in the product documentation and the Help pages. The warranty is not valid for deviations in the exact text items in the Product or nuances in the behavior of the Product.
33. The limited warranty is valid for the latest build of the current long-term-support (LTS) version as well as the latest minor version of the Product. The latest builds of the current LTS version and the latest minor version are covered by warranty regardless of the time that passed since release or purchase.
34. The warranty is provided in the form of updates (service releases), which contain fixes for the known defects in the product. Service updates are available free of charge to the User, provided that the User has a valid license for the current LTS version or the latest version of the Product.
35. To report a defect or a programming error in the Product, the User may contact memoQ Product Support at support@memoq.com or at <https://support.memoq.com>. The User may report a defect even if they do not have a valid Support and Maintenance Agreement at the time of reporting. For more details on support and maintenance, see Section "I" herein, as well as the General Terms of Service, available in the Legal section of the memoq.com website.
36. The User must use the Product in such a manner as allows the User to fully comply with all terms and conditions of this Agreement, regardless of the version, seat count or user count of the Product.

37. The User must provide and maintain a working environment where the Product can be used as intended by memoQ. As part of the product documentation – and on the memoq.com website – memoQ publishes minimum technical requirements ('system requirements') for the environment where the Product can function as intended. memoQ will not be liable for malfunctions or damages if the Product is used in an environment that does not meet the minimum requirements, or if the Product is used for a purpose or in a manner other than intended by memoQ.
38. Except for the type of warranty described in Paragraphs 31 through 35, the Product is provided without any further warranties or conditions, express or implied, including, but not limited to, warranties of merchantable quality, satisfactory quality, merchantability or fitness for a particular purpose, or those arising by law, statute, usage of trade, course of dealing or otherwise. The entire risk as to the results and performance of the Product is assumed by the User.
39. Neither memoQ nor its representatives or suppliers shall have any liability to the User or any other individual or entity for any indirect, incidental, special, or consequential damages whatsoever, including, but not limited to, damages for loss of goodwill, loss of revenue or profit, computer failure or malfunction, or the indirect loss or damage of data (this means data that are not directly associated with the Product) or other commercial or economic loss, or for any and all other damages or losses, even if memoQ has been advised of the possibility of such damages, or they are foreseeable. Furthermore, memoQ is not responsible for claims by a third party.
40. The maximum aggregate liability to the User assumed by memoQ , its representatives and suppliers, shall not exceed the amount paid by the User for the license for the Product. As an exception to this rule, memoQ shall, under certain circumstances, be liable to the entire damage to the extent of coverage of memoQ's professional liability insurance, provided that
 - a. the extent of the damage can be documented, and
 - b. it is proven and documented that it is impossible to avert or mitigate the damage in any other way, and
 - c. it is proven and documented that the damage was exclusively caused by User's use of the Product in compliance with Paragraphs 36 and 37, and there was no unexpected interference from the operating system or other third-party products in use at the same time, and
 - d. it is proven and documented that the behavior of the Product that caused the damage is the result of memoQ's fault, misconduct, or neglect in the testing and quality assurance of the Product. In other words, it must be documented that memoQ ought to have known about the defective behavior and memoQ also had the power to prevent such defective behavior.
41. Further to the liability clause in Paragraph 40, memoQ's liability is expressly and entirely waived in the following cases:
 - a. if the User is using a non-documented workflow or functionality, or
 - b. the User was specifically advised against the workflow or methodology they are using, especially if the User was warned of the potential damages, or
 - c. the User has modified any of the Product's configuration files in a way that is not documented in the Product's Help system, unless explicitly instructed by memoQ's Support services to do so, or
 - d. the User previously rejected memoQ's offer of consultancy, 'sanity check', training, or any other form of business services, or ignored the advice or consultancy received from these services, or
 - e. the User allowed untrained or unauthorized personnel to access and manage their systems, or
 - f. the User denies access to their systems to memoQ, or refuses or fails to supply sufficient data for memoQ to diagnose and solve the problem, or
 - g. the User prevents memoQ from accessing data, systems, or personnel necessary to investigate the warranty claim, or
 - h. the User refuses, neglects or prevents the upgrade or the update of their systems to the latest supported version and build, provided that such upgrade or update was published and offered to User by memoQ in a timely manner, or

- i. it is proven that the testing and quality assurance process on memoQ's side was carried out in compliance with the ISO 9001:2008 documentation against which memoQ Ltd.'s processes are certified.
42. If the User's territory or country does not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to the User.
43. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

I. PRODUCT SUPPORT

44. In conjunction with the Product, memoQ may offer support and maintenance services. These services are not part of the Product, and neither are they part of the license for the Product. Support and maintenance must be purchased separately, concluding a Service Agreement between the User and memoQ. The Service Agreement is not part of this License Agreement, and the two agreements are independent—with the exception that the User must have at least one valid License for the Product in order to enter into a Service Agreement.
- a. Support means that, during the term of the Service Agreement, the User can access an online helpdesk service where helpdesk agents provide assistance in resolving issues related to the Product.
 - b. Maintenance means that, during the term of the Service Agreement, the User is entitled to install and use (upgrade to) the latest version of the Product.
45. memoQ may offer support and maintenance services in a single purchase that includes both licenses for the Product and the related Service Agreement. However, memoQ is not required to offer such packages.
46. memoQ maintains a policy regarding the services it offers in conjunction with the Product. This policy is detailed in the General Terms of Service, which apply when the User enters into a Service Agreement with memoQ. The General Terms of Service are available in the Legal section of the memoq.com website.

J. DATA REQUIREMENTS AND DATA PROTECTION

47. By installing and using the Product, the User acknowledges and accepts that memoQ requires personal and contact data as a prerequisite to activate the User's license. The User agrees to provide these data and gives consent to memoQ to process the data for the purposes described in the [Privacy Policy](https://www.memoq.com/en/privacy-policy), available at the memoq.com website (<https://www.memoq.com/en/privacy-policy>). These personal and contact data include, but are not limited to, the following items:
- a. Full name or first and last name
 - b. A valid e-mail address where the User must be reachable
 - c. Organization name if the User is a legal entity
 - d. Type of organization
 - e. Telephone number
 - f. Location data: city and country
 - g. Billing address
48. memoQ reserves the right to attempt to verify the authenticity and correctness of the above details, through social media and other data sources.
49. When providing Support services, memoQ may request that the User send data related to the inquiry. For more information on how these data are stored and processed, refer to the Privacy Policy and the General Terms of Service in the Legal section of the memoq.com website.
50. Usage data collection: memoQ may collect data on how the User uses the Product. Such data collection shall be anonymous, and the fact that data are being collected will always be clearly indicated.
51. memoQ represents and warrants that it will process and protect all personal data in accordance with national data protection laws as well as Regulation 2016/679/EC of the European Commission (GDPR), as described in the Privacy Policy (<https://www.memoq.com/en/privacy-policy>).

52. Data processed by the User using the Product: For such data, in the terminology of Regulation 2016/679/EC of the European Commission (GDPR), the User shall be considered the data processor, and the User shall be exclusively responsible for the protection of these data.
53. Third-party modules (plugins) or online services connected through plugins may also collect data from the User. These data are not collected by memoQ, and memoQ shall not be responsible for the collection or processing of these data. The User needs to consult the privacy policies of the respective owners of the modules or services.

K. NEWSLETTERS, SYNDICATED CONTENT, AND PRIVACY

54. By installing and using the Product, the User agrees to receive newsletters from memoQ Ltd. to the User's registered e-mail address, communicating information related to the Product. However, the User may withdraw their consent to receive the newsletters at any time, without specifying a reason.
55. memoQ reserves the right to send private communication to the User's registered e-mail address, communicating or asking for information related to the User's license or licenses. This communication is considered as data processing in order to comply with the law and legal agreements.
56. memoQ represents and warrants that they shall process and use the User's personal and contact details for the purposes and in the manner described in the Privacy Policy, available in the Legal section of the memoq.com website.
57. If the User uses accompanying services in addition to the Product, further privacy and communication terms may apply. For more details, refer to the Privacy Policy (<https://www.memoq.com/en/privacy-policy>) and the General Terms of Service (<https://www.memoq.com/en/legal/terms-of-service>) in the Legal section of the memoq.com website.

L. MODIFICATION OF LICENSING TERMS

58. When License terms change, the User must, during the installation of a new version or build (service release) of the Product, accept the modified licensing terms before they can use the new version or build.

M. GENERAL

59. This License is the entire licensing agreement between the User and memoQ, superseding any other agreement or discussions, oral or written, and may not be changed except by a signed agreement.
60. This License shall be governed by the Hungarian law and construed in accordance with the Civil Code of Hungary. Any dispute regarding this End-User License Agreement shall be decided by a competent and authorized regular court of Hungary.
61. If any provision of this License is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such a provision shall be severed from the License and the other provisions shall remain in full force and effect.
62. Parties agree that this License Agreement shall be valid without signatures.

ANNEX

List of third-party software components and their sources, for the latest long-term-support (LTS) version and the newest minor version

For memoQ version 9.7 (LTS) and 9.8

- Genuine Channels by Genrix Software, Inc. © 2002–2006 Genrix Software, Inc. – <https://github.com/GenuineChannels/GenuineChannels>.
- Hunspell Spelling Checker. Installed as separate program. © 2007–2011 László Németh; FSF.hu Foundation. Licensed under GPL/LGPL/MPL tri-license.
- Json.NET by James Newton-King ©2008. The MIT License (MIT), by James Newton-King ©2008
- Language detection uses word lists for a couple of languages from <https://invokeit.wordpress.com/frequency-word-lists/> by Hermit Dave (ShareAlike 3.0) © 2011-2013.
- MagicLibrary 1.7.4 by Crownwood Software Ltd, Bracknell, Berkshire, UK – (c) Copyright 2006 - Crownwood Software Ltd . www.dotnetmagic.com
- SharpZipLib 1.2.0 by Mike Krueger © 2001 – Copyright 2001-2010 Mike Krueger, John Reilly www.icsharpcode.net/OpenSource/SharpZipLib.
- xPDF © 1996-2007 Glyph & Cog, LLC. Installed as a separate program. Licensed under GPL 2.0.
- MVVM Light Toolkit, v4.1.24.0. Copyright (c) 2009-2011 Laurent Bugnion.
<http://mvvmlight.codeplex.com/license>
- WPF Toolkit 3.5.50211.1. Written by JenniLe Shimmy. Copyright © 2013 Microsoft Corporation. Licensed under the Reactive Extensions EULA. <http://msdn.microsoft.com/en-us/hh295787>
- Extended WPF Toolkit - Copyright © Xceed Software Inc. 2007-2015
- CefSharp 63.0.3 by The CefSharp Authors - Copyright © 2010-2017 The CefSharp Authors. All rights reserved. <https://github.com/cefsharp/cefsharp>
- Chromium Embedded Framework by The Chromium Embedded Framework Authors - Copyright (c) 2008-2014 Marshall A. Greenblatt. Portions Copyright (c) 2006-2009 Google Inc. All rights reserved. <https://bitbucket.org/chromiumembedded/cef>
- QRCoder Copyright (c) 2013-2015 Raffael Herrmann. <https://github.com/codebude/QRCoder>
- WebSocketSharp Copyright (c) 2010-2018 sta.blockhead. <http://sta.github.io/websocket-sharp/>
- Serilog – Open-source software under the Apache 2.0 license, copyright © and maintained by its contributors. <https://github.com/serilog/serilog>
- gRPC – Open-source software under the Apache 2.0 license, copyright © and maintained by its contributors. <https://grpc.io>