

## **Perfect Keyboard End User License Agreement (EULA)**

READ THIS DOCUMENT CAREFULLY BEFORE INSTALLING THIS SOFTWARE. BY DOWNLOADING, INSTALLING AND USING THIS SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE.

This is a legal agreement ("AGREEMENT") between you ("USER") and Petr Pitrinec / Pitrinec Software ("PITRINEC"). This End User License Agreement ("EULA") states the terms and conditions upon which PITRINEC grants USER rights to use Perfect Keyboard Free Edition ("FREE"), licensed ("LICENSED") Perfect Keyboard Standard or Professional Edition, and Perfect Keyboard Standard or Professional Edition in trial period ("TRIAL") along with all accompanying materials ("SOFTWARE").

### **1. License and Use**

(a) SOFTWARE license: The SOFTWARE is licensed, not sold, to USER for use under the terms of this AGREEMENT. PITRINEC retains all title to and ownership of the SOFTWARE and reserves all rights not expressly granted to you.

(b) FREE SOFTWARE use: PITRINEC grants USER non-exclusive, non-transferrable and revocable rights to use the FREE SOFTWARE free of charge for both commercial and non-commercial purposes. Certain functional restrictions may apply for the FREE SOFTWARE.

(c) LICENSED SOFTWARE use: PITRINEC grants USER non-exclusive and non-transferrable rights to permanently use the LICENSED SOFTWARE after USER purchases required license key ("LICENSE KEY"). The permanent use of the LICENSED SOFTWARE is guaranteed for the major version available at the time of license purchase or released within one year after the purchase was made. (Note: The SOFTWARE is versioned based on "major.minor.patch" schema - for example, 8.6.0, where 8 is major version).

(d) TRIAL SOFTWARE use: PITRINEC grants USER non-exclusive, non-transferrable and revocable rights to use the TRIAL SOFTWARE for thirty (30) days for evaluation purposes. After this time, USER either has to purchase license for LICENSED SOFTWARE, remove the SOFTWARE from the system or receive from PITRINEC a license for extended trial period. The TRIAL SOFTWARE is fully functional, not crippled, and contains all features of LICENSED SOFTWARE. Reminder of the trial period may be showing while using TRIAL SOFTWARE.

(e) Multiple devices: The SOFTWARE may be used on multiple devices by a single user at any time, where device can be a physical device such as a personal computer or server, or a virtual device capable to run the SOFTWARE.

## **2. Distribution**

(a) The SOFTWARE is distributed by PITRINEC as downloadable package ("PACKAGE") only. User is permitted to download the PACKAGE and install the SOFTWARE any time.

(b) The LICENSE KEY for LICENSED SOFTWARE is provided to the USER independently of the PACKAGES after the SOFTWARE is purchased. The LICENSE KEY is typically delivered to the USER by e-mail.

## **3. Redistribution, Copying, Archiving**

(a) The PACKAGES can be freely redistributed, copied, and archived only as provided by PITRINEC. It is prohibited to modify and redistribute modified PACKAGES without PITRINEC written agreement.

(b) It is prohibited to redistribute, copy, or share LICENSE KEY with other users of the SOFTWARE.

(c) The USER can archive the LICENSE KEY for own use only (installing the SOFTWARE on other device, reinstalling a device, etc.).

## **4. Copyright**

The SOFTWARE is owned by PITRINEC and is protected by international copyright laws. You may not remove the copyright notice from the SOFTWARE or modify it any way without a PITRINEC written permission.

## **5. No Integration**

You may not integrate any portion of the SOFTWARE into any other software, system, service, or solution you distribute to 3<sup>rd</sup> party, unless otherwise agreed in writing by PITRINEC.

## **6. Transfer of Rights and License Key**

(a) You may not sublicense, assign or transfer any of your rights under this AGREEMENT to any third party.

(b) Notwithstanding the foregoing, you may permanently transfer your LICENSE KEY of the LICENSED SOFTWARE only to a successor entity provided that: (i) you remove the LICENSED SOFTWARE before transferring it separately from the devices where it was installed, (ii) you do not retain any copies of the LICENSED SOFTWARE or the LICENSE KEY, (iii) the receiving party agrees that this AGREEMENT applies to the transfer and use of the LICENSED SOFTWARE.

## **7. Restrictions**

You agree to the following additional terms and restrictions:

(a) You may not: (i) work around any technical limitations in the SOFTWARE; (ii) decompile, reverse engineer or modify the SOFTWARE.

(b) You may not use the SOFTWARE to create any viruses, worms, Trojan horses, ransomware, spyware, adware or any other malicious software.

(c) You acknowledge that the SOFTWARE contains trade secrets and other proprietary information of PITRINEC. You may not decompile, disassemble or otherwise reverse engineer the SOFTWARE, or engage in any other activities to obtain underlying information that is not visible to the user in connection with normal use of the SOFTWARE.

## **8. Termination of License**

(a) The license granted to you is effective until terminated.

(b) You may terminate the license at any time by destroying the SOFTWARE (including any portions or copies thereof) currently in your possession or control.

(c) The license will terminate automatically without any notice from PITRINEC if you fail to comply with any term or condition of this AGREEMENT.

(d) You agree upon any such termination, either by you or PITRINEC, to stop using and destroy the SOFTWARE (including any portions or copies thereof). Any further use of the SOFTWARE will be deemed an infringement of PITRINEC's intellectual property as well as a violation of this AGREEMENT.

(e) The provisions of this AGREEMENT that protect the proprietary rights of PITRINEC will continue in force after termination.

## **9. No Warranty**

YOU ALWAYS INSTALL AND USE THE SOFTWARE AT YOUR OWN RISK. THE SOFTWARE IS PROVIDED FOR USE "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW PITRINEC DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **10. Disclaimer of Damages: Limitation of Liability**

IN NO EVENT SHALL PITRINEC OR ITS AUTHORIZED DISTRIBUTORS OR RESELLERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, OR ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF PITRINEC OR ITS AUTHORIZED DISTRIBUTORS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT PITRINEC'S LIABILITY OR DAMAGES TO YOU OR ANY THIRD PARTY EVER EXCEED THE AMOUNT PAID BY YOU TO USE THE SOFTWARE, REGARDLESS OF THE FORM OF THE CLAIM.

#### **11. Indemnification**

You agree to defend, indemnify, and hold harmless PITRINEC and its officers, employees, agents and representatives from any demand, claim, loss, liability or damage, including actual attorneys' fees, that it or any of them may incur by reason of or arising out of any claim that is made by any third party that is based in whole or in part upon any claim or allegation relating to the use of the SOFTWARE by you (or your employees, agents or representatives, as applicable).

#### **12. Privacy**

The SOFTWARE is capable to manipulate ("MANIPULATE") data including but not limited to collecting, archiving, transmitting, and destroying data if the SOFTWARE is configured to do so by USER. PITRINEC guarantees that the SOFTWARE does not MANIPULATE data without being configured so by USER.

#### **13. General**

(i) The AGREEMENT is governed by the laws of Czech Republic without regard to conflicts of law provisions thereof. For any dispute regarding the terms of this

AGREEMENT the competent courts of Czech Republic shall have exclusive jurisdiction. This AGREEMENT is the entire agreement between you and PITRINEC and it supersedes any other understandings or agreements (oral or written), including, but not limited to, advertising, with respect to the SOFTWARE. Any waiver or modification of this AGREEMENT shall only be effective if it is in writing and signed by both parties hereto. If any part of this AGREEMENT is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be interpreted so as to reasonably affect the intention of the parties.

(ii) Unpublished-rights reserved under international copyright laws.

Petr Pitrinec / Pitrinec Software  
Lipky 1219, Cerveny Kostelec, 549 41, Czech Republic

E-mail: [support@pitrinec.com](mailto:support@pitrinec.com)

Web site: <https://www.pitrinec.com>