

END USER LICENSE AGREEMENT (EULA)

Truke KF Software

Last updated: February 2026

IMPORTANT NOTICE: By installing, copying, or otherwise using the Software, the Licensee acknowledges having read, understood, and agreed to be bound by the terms and conditions of this Agreement. If you do not accept these terms, do not install or use the Software.

1. Ownership and Subject Matter

The Truke KF software (hereinafter, the "Software") is the exclusive intellectual property of Rolf Veen, an individual, author and copyright holder. All rights not expressly granted in this Agreement are reserved by the rights holder.

This Agreement does not constitute a transfer of ownership of the Software, but rather the grant of a limited right of use under the terms set forth herein.

2. Nature of the Licence

The rights holder grants the Licensee a licence that is:

- Perpetual with respect to the version obtained, subject to compliance with this Agreement.
- Limited to the permitted use described in this document.
- Non-exclusive.
- Nominal: tied to the company or legal entity that acquires the licence, and not transferable to third parties without the prior written consent of the rights holder.
- Revocable in the event of a material or repeated breach of the terms of this Agreement.

3. Usage Model

3.1 Running Instance

Each licence authorises the execution of a single active instance of the Software at any one time. Running the Software simultaneously using the same licence is not permitted.

3.2 Transfer Between Devices

The Licensee may transfer the Software installation to another device without restriction, provided that no simultaneous execution occurs on more than one device under the same licence.

3.3 Concurrent Users

Each licence establishes a maximum number of concurrent users, determined at the time of purchase and reflected in the commercial documentation or licence certificate. The Software may incorporate technical mechanisms that automatically enforce this limit.

3.4 Nominal Identification

The licence incorporates the name of the Licensee company, which is displayed visibly within the application through the licence mechanism. The Licensee may not remove, conceal, or modify this identification in any way.

4. Beta Phase

During the beta phase of the Software:

- The Software may be distributed free of charge and without additional warranties beyond those set out in this Agreement.
 - The rights holder may modify the beta terms, suspend its distribution, or end the beta phase at any time and without prior notice.
 - Future commercial versions may be subject to new pricing and contractual terms, which will be communicated to the Licensee prior to their entry into force.
 - Use of a beta version does not create any entitlement to access future commercial versions under equivalent conditions.
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5. Updates and Versions

The licence includes, at no additional cost, minor updates to the Software, understood as those that do not constitute a major version change (e.g. updates within the same 1.x series).

Major versions, identified by a change in the principal version number (e.g. from the 1.x series to the 2.x series), may require the purchase of a new licence or be subject to different commercial terms. The rights holder will inform the Licensee with reasonable notice of any such changes.

6. Restrictions on Use

Without prejudice to the limitations established elsewhere in this Agreement, the following are expressly prohibited:

- Circumventing, disabling, or tampering with the licence or access control mechanisms of the Software.
 - Removing, altering, or concealing any copyright notices, trademarks, or Licensee identification incorporated in the Software.
 - Sublicensing, selling, renting, assigning, or otherwise transferring the licence or the Software to third parties without the written authorisation of the rights holder.
 - Using the Software for unlawful purposes or in violation of applicable law.
 - Using the Software in a manner that exceeds the instance or user limits established in the acquired licence.
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7. Reverse Engineering

Reverse engineering, decompilation, disassembly, or any other form of access to the source code of the Software is not permitted, except in cases expressly allowed by applicable

European Union law, and in particular by Directive 2009/24/EC on the legal protection of computer programs.

8. Online Communications and Data Protection

The Software may make online communications with the rights holder's servers for the purpose of managing licence activation and validation. These communications are necessary for the correct operation of the licence mechanism.

In connection with these communications, technical data associated with the device or installation may be processed. The rights holder processes such data in accordance with Regulation (EU) 2016/679 (GDPR) and applicable data protection legislation. For further information, the Licensee may consult the rights holder's privacy policy or contact the rights holder directly.

Where the Licensee is an individual acting outside of a trade, business, or professional activity (a consumer), the rights holder informs them that it acts as the data controller in respect of any personal data collected through the Software.

9. Warranties

The Software is provided "as is", without warranty of uninterrupted operation, freedom from errors, or fitness for a particular purpose.

However, where the Licensee is a consumer (an individual acting outside of their trade or professional activity), the minimum conformity rights recognised under Directive (EU) 2019/770 on contracts for the supply of digital content and digital services, as implemented in applicable national law, shall apply and may not be excluded by contract.

10. Limitation of Liability

To the fullest extent permitted by applicable law, the rights holder shall not be liable for:

- Loss or corruption of the Licensee's data.
- Indirect, incidental, special, or consequential damages.
- Economic losses, loss of business, loss of profits, or loss of commercial opportunities.

The Licensee is solely responsible for making regular backups of their data. The rights holder strongly recommends keeping such backups up to date.

The foregoing limitations shall not apply to the extent prohibited by law, or in cases of wilful misconduct or gross negligence on the part of the rights holder.

11. Termination

This Agreement shall be in force from the installation or first use of the Software until its termination.

The rights holder may terminate this Agreement with immediate effect, by notice to the Licensee, upon the occurrence of any of the following material breaches:

- Unauthorised use of the Software that exceeds the limits of the acquired licence.

- Manipulation or circumvention of the licence mechanisms.
- Unauthorised transfer of the licence to third parties.
- Use of the Software for unlawful activities.

Upon termination of this Agreement, the Licensee must immediately cease all use of the Software and uninstall all copies in their possession. Termination shall not entitle the Licensee to a refund of any amounts already paid, unless otherwise required by law.

12. Governing Law and Dispute Resolution

This Agreement is governed by Spanish law and applicable European Union legislation, including, among others, the consolidated text of the Spanish Intellectual Property Law (Real Decreto Legislativo 1/1996, of 12 April) and Regulation (EU) 2016/679 (GDPR).

In the event of any dispute arising out of or in connection with this Agreement, the parties submit to the jurisdiction of the competent courts under applicable Spanish law. Where the Licensee is a consumer, the mandatory jurisdiction rules provided for under applicable consumer protection legislation shall apply.

In the event of any conflict between this Agreement and any translation thereof, the Spanish language version shall prevail.
