



FLASHGROUP - END USER LICENSE AGREEMENT (“EULA”)

Version : 2.0

Last modified: February 2025

INTRODUCTION

Please read this EULA carefully, as it constitutes a legally binding agreement between you and Flashgroup. This EULA governs your use of our Product and related Services. By downloading and/or using the Product and related Services, you agree to be bound by the terms and conditions of this EULA. In case you do not agree to the EULA, you are not able to use our Product and related Services.

When you enter into this Agreement on behalf of a company or other legal entity, you hereby confirm that you have the authority to bind that entity and its affiliated entities to these Terms, in which case "you" or "your" will refer to the legal entity and its affiliates.

PRIVACY

Flashgroup believes it is important to be transparent about how we process your personal data. For more information we refer to our privacy statement which can be found at

<https://flashgroupxr.com/privacy-policy/>.

DEFINITIONS

The following definitions are used in this EULA:

EULA:	This end user license agreement, including any amendments to this end user license agreement from time to time;
Flashgroup:	Flashgroup Distributions B.V. , a company incorporated in the Netherlands (KVK number 95638970) having its address at Haagweg 1, 4814 GA, Breda;
Hardware:	The Hardware bought from Flashgroup which is used in conjunction with the Software;
Intellectual Property Rights:	All forms of (intellectual and industrial) property rights, including but not limited to copyrights, database rights, patent (application) rights, design (application) rights, know-how and trade secret rights, whether registered or not, recognized in any country or jurisdiction in the world;
Software:	The Academy and Elementary software for incident response training which is made available by Flashgroup at any time.
Update(s):	A hotfix, patch, version update or any (minor or major) change to the Software;
User:	The person and/or legal entity to whom Flashgroup grants a right to use the Software in accordance with this EULA. Alternatively, the User will be referred to as “ you ” in this EULA;



1. LICENSES

- 1.1. Perpetual License.** Upon payment of the applicable fees, Flashgroup grants You a perpetual, non-exclusive, non-transferable license to install and/or use the Software for non-commercial training purposes. In case you are a company, this license includes the possibility of training anyone which is part of your organisation.
- 1.2. No right to install on other systems.** The Software may not be transferred and/or installed on other systems than the Hardware. This means that the license as mentioned in article 1.1 of this EULA is limited to install and/or use the Software on the Hardware.
- 1.3. Non-Commercial Use.** Unless you have purchased a commercial license, the Software is licensed solely for professional or internal business use. You may not use the software for commercial purposes such as offering services to third parties for a fee or otherwise profiting from the use of the Software, except in case this has been agreed upon with Flashgroup.
- 1.4. Restrictions.** The license that is granted to you under this EULA is subject to your compliance with all terms and conditions of this EULA. Flashgroup has the right to suspend and/or terminate your license to the Software in case you do not comply with these terms and conditions.

2. USAGE RESTRICTIONS

- 2.1. Prohibited Actions.** You may not, and agree not to, permit others to:
- a. Reproduce, reverse engineer, decompile, or disassemble the Software, except to the extent expressly permitted by mandatory law.
 - b. Copy, modify, alter, edit, adapt or create derivative works based on the Software.
 - c. Distribute, transfer, sublicense, lease, lend, rent, grant a security interest in or otherwise provide access to the Software without prior written consent from Flashgroup.
 - d. Circumvent any technological measures designed to protect the software or gain unauthorized access to any system, network, or data associated with the software.
 - e. Use the software for illegal purposes or to violate any applicable laws or regulations.
 - f. Use the software in a way that imposes an unreasonable or disproportionately large load on the infrastructure of Flashgroup or its affiliates.
 - g. Conduct any systematic or automated data collection activities (including scraping, data mining, data extraction and data harvesting).



2.2. Compliance with Export Laws. You agree to comply with all applicable export laws and regulations and ensure that the software is not exported, re-exported, or used in violation of any export restrictions in the jurisdiction(s) where the software is used.

2.3. Safety and Appropriate Usage. The Software simulates fire, safety, and first aid incidents. You are strictly prohibited from using the Software in the following circumstances:

- a. Actual emergency response activities: The product is a simulation tool and may not be used in real-life fire-fighting, first aid, or law enforcement situations.
- b. Outdoor usage in direct sunlight or wet conditions: The product is designed for controlled environments and must not be used in outdoor settings with direct sunlight, rain, or other adverse weather conditions.
- c. Unsafe environments: The product must not be used in any environment that poses a safety hazard or is reasonably considered unsafe under applicable workplace health and safety laws.

3. UPDATES AND MODIFICATIONS

3.1. Provision of Updates. Flashgroup may supply or make available Updates to Users in case an Update & Support Package has been bought (separately). Flashgroup will communicate available Software updates through its online channels, including but not limited to newsletters, social media, and official notifications. Users will be informed of any important Updates, and Updates will be automatically downloaded unless otherwise arranged. In cases where manual Updates or scheduling is required, Flashgroup will coordinate with the User to plan the installation.

3.2. Mandatory Updates. The installation of Updates which are provided are necessary for the optimal performance of the Software. The consequences of not installing the provided Updates is for your own risk and account.

3.3. Modifications. Flashgroup reserves the right to modify, enhance, or discontinue features of the Software as part of Updates. While we strive to improve the user experience and functionality, certain features may change or be removed as part of Updates.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. Ownership Intellectual Property Rights. All Intellectual Property Rights to the Software are owned by Flashgroup. This EULA does only provide for a license and does not transfer and/or sell any Intellectual Property Rights to the Software or to any copy thereof. All rights that are granted to you



are expressly mentioned in and are limited by this EULA, which means that no license, permission or right of access shall be implied.

5. CONFORMITY & LIABILITY

5.1. No warranties. The Software is provided on an “as is” basis without any warranty of any kind, except in case this has been explicitly agreed otherwise. This means that Flashgroup does not guarantee that the Software is free from bugs and/or defects, works flawlessly and/or is available at all times.

5.2. No liability. Flashgroup will not be liable to you for (1) any losses caused by events beyond the reasonable control of Flashgroup; and (2) any loss or corruption of any data, database or software.

5.3. No liability for certain forms of damagesIn no event shall Flashgroup be liable under or in connection with this EULA for the following losses and/or damages (regardless of the cause thereof):

- A. Indirect damages and losses;
- B. Incidental damages and losses;
- C. Consequential damages and losses;
- D. Special damages and losses;
- E. Punitive damages and losses;
- F. Exemplary damages and losses.

10.4 Scope of liability exclusion. Nothing in this EULA will:

- A. Limit or exclude any liability for death or personal injury resulting from negligence of Flashgroup;
- B. Limit or exclude any liability for fraud or fraudulent misrepresentation;
- C. Limit any liabilities in any way which is not permitted under applicable statutory laws.

10.5 Maximum liability. The maximum liability on the part of Flashgroup is limited to the amount which is covered by Flashgroup’s insurance. If the insurance does not cover the liability event, then the liability of Flashgroup is limited to the amount that you have paid for (the license to) the Software and the purchase price of the Hardware.



6. SUPPORT

6.1. Technical & customer support. For the duration of this Agreement, You are entitled to online customer support during the opening times of Flashgroup, which is offered via the ticketing system of Flashgroup which is made available.

6.2. Additional support. With the exception of the provisions of article 7.1, Flashgroup will not provide (technical) support, unless Parties make other arrangements regarding this in a separate Service Level Agreement (“SLA”) and/or Update and Support Package is bought.

7. FORCE MAJEURE

7.1. Force Majeure. Flashgroup will not be liable to you due to the failure to fulfil its obligations (in a timely manner) if this is the result (wholly or partially) of events that reasonably make the fulfilment of this obligation impossible, including:

- A. Breakdowns of the internet, telephone, or electricity network;
- B. Calamities or environmental disasters;
- C. Virus outbreaks and/or pandemics;
- D. Natural disaster;
- E. Strike actions;
- F. War and/or terrorism;
- G. Amended legislation.

7.2. Notification. Flashgroup will inform you as soon as possible of a Force Majeure event.

8. DURATION AND TERMINATION

8.1. Duration of the Agreement. This Agreement begins on the date you accept it and remains in effect until all licenses or subscriptions covered by this Agreement have expired or been terminated. In the case of perpetual licenses, the Agreement will remain in effect unless terminated as provided herein.

8.2. Termination by Either Party. Either party may terminate this Agreement under the following circumstances:

- a. Insolvency or Bankruptcy: If the other party files for bankruptcy or is subject to any proceedings that may result in insolvency, receivership, or liquidation.



- b. **Violation of Terms:** If the Client or User violates the Terms of this EULA, including but not limited to failure to comply with usage restrictions, payment obligations, or any other terms outlined herein.

8.3. Termination of Access. Upon termination of this Agreement, your access to the Software will be terminated.

8.4. Effect of Termination. Upon termination, you must immediately cease all use of the Software and destroy any copies of the Software in your possession, unless otherwise agreed in writing by Flashgroup. Any provisions of this Agreement that by their nature should survive termination will remain in effect, including but not limited to intellectual property rights, confidentiality, and limitation of liability.

9. MODIFICATION OF THE EULA

9.1. Unilateral changes. Flashgroup has the right to unilaterally update and/or change the terms and conditions of this EULA. You will be notified in advance of any updated and/or changed terms and conditions of the EULA via the Software. Your continued use of the Software after a change of the terms and conditions of this EULA constitutes your acceptance of these terms. In case you do not want to be bound by the amended terms and conditions, you have the right to terminate this EULA.

10. GENERAL PROVISIONS

10.1. Anti-Corruption. You have not received any unlawful or improper bribe, refund, payment, gift or valuable product from our employees or representatives in connection with entering into this Agreement. Customary gifts and entertainment provided in ordinary business dealings will not violate the aforementioned rule.

10.2. Entire Agreement and order. This EULA constitutes the entire and exclusive understanding and agreement between Flashgroup and you regarding the use of the Software. This EULA supersedes and replaces any and all prior oral or written understandings or agreements between Flashgroup and you regarding the Software. In the event of a conflict between the terms and conditions of different agreements you have entered into with Flashgroup, the order of precedence shall be:

- (a) The Order Form;
- (b) The terms and conditions of sale;
- (c) this EULA.



10.3. No Assignment. You cannot assign or otherwise transfer this EULA or any right granted or obligation imposed hereunder, except in case you have received prior written consent of Flashgroup for the assignment or transfer. Flashgroup may freely assign or transfer this EULA without restriction, providing that the transfer does not reduce the guarantees benefitting you under this EULA.

10.4. Unenforceability. If any term of this EULA is held invalid or unenforceable by a court of competent jurisdiction, that term will be deemed not to form part of this EULA but the remainder of this EULA shall remain in full force and effect.

10.5. Applicable law & forum. This EULA shall be governed by and construed under the laws of the Netherlands. Any and all disputes arising from or in connection with this EULA shall be subjected to the exclusive jurisdiction of the court of Breda, The Netherlands.

If you have any questions about this EULA, please contact Flashgroup at expert@flashgroupxr.com.