END USER LICENSE AGREEMENT (EULA)

Effective Date: November 9, 2026

This End User License Agreement ("Agreement") is a legal agreement between you ("you" or "User") and **NEXA13 LLC Successor of Avanquest North America LLC ("NEXA13," "we," "us," or "our")** governing your use of the software, documentation, content, updates, online services, and related materials provided by NEXA13 (collectively, the "Software").

By installing, activating, downloading, accessing, or using the Software, you agree to be bound by this Agreement. If you do not agree, do not install or use the Software.

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1. License Grant

NEXA13 grants you a limited, non-exclusive, non-transferable, revocable license to install and use the Software solely for your personal or internal business use in accordance with this Agreement.

Unless otherwise stated at the time of purchase, a single-user license permits installation and use by one individual.

All rights not expressly granted are reserved by NEXA13.

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2. Ownership

The Software is licensed, not sold.

The Software, including all copyrights, trademarks, technology, content, code, and intellectual property rights, remains the exclusive property of NEXA13 and its licensors.

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3. Activation and Online Services

The Software may require activation, registration, account creation, internet connectivity, or periodic verification.

NEXA13 may modify, suspend, or discontinue online services, activation servers, cloud services, content libraries, AI services, or subscription features at any time upon reasonable notice where practical.

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4. Subscription Products

Some Software requires an active subscription.

Subscription licenses remain valid only during the paid subscription term. Upon expiration or cancellation, subscription-based features may be restricted or disabled.

Where permitted by law, subscriptions may automatically renew unless canceled before the applicable renewal date.

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5. Software Updates

NEXA13 may provide updates, patches, bug fixes, content updates, security updates, or feature enhancements.

Certain updates may be installed automatically where permitted by applicable law.

NEXA13 reserves the right to discontinue support for older versions of the Software.

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6. Artificial Intelligence Features

Certain Software may include artificial intelligence ("AI") functionality.

AI-generated content may be inaccurate, incomplete, offensive, or unsuitable for your intended purpose. You are solely responsible for reviewing and validating any AI-generated output before use, distribution, publication, printing, or reliance upon it.

You may not use AI features to generate unlawful, infringing, fraudulent, abusive, defamatory, or harmful content.

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7. User Content

You retain ownership of content you create, import, edit, or save using the Software, including designs, projects, photographs, greeting cards, text, and other materials ("User Content").

You are solely responsible for ensuring that your User Content does not violate any applicable law or third-party rights.

If cloud-based services are used, you grant NEXA13 a limited license to host, store, process, and transmit User Content solely to provide requested services.

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8. Privacy

The Software may collect diagnostic, activation, technical, performance, and usage information.

All collection, storage, and use of information is governed by the NEXA13 Privacy Policy, which is incorporated into this Agreement by reference.

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9. Prohibited Uses

You may not:

- Copy the Software except for backup purposes.
- Reverse engineer, decompile, or disassemble the Software except where prohibited by law.
- Modify, adapt, translate, or create derivative works from the Software.
- Rent, lease, sublicense, distribute, or transfer the Software without written permission.
- Remove copyright, trademark, or proprietary notices.
- Use the Software to violate any law or third-party rights.
- Interfere with networks, services, systems, or security features.
- Upload or distribute malware, viruses, ransomware, or malicious code.
- Use the Software in life-support systems, nuclear facilities, aviation control systems, or other high-risk environments.

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10. Beta Software

Pre-release, beta, preview, or evaluation versions are provided solely for testing purposes.

Beta software may contain defects and is provided "AS IS" without warranties of any kind.

NEXA13 may modify, discontinue, or never commercially release any beta product.

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11. Refund Policy

Physical boxed products may be eligible for refund within thirty (30) days of purchase in accordance with NEXA13's then-current refund procedures.

Except where prohibited by law, digital download purchases are non-refundable once downloaded, activated, registered, or used.

Promotional, complimentary, bundled, or free products are not eligible for refunds.

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12. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE."

NEXA13 DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND QUIET ENJOYMENT.

NEXA13 DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE, SECURE, UNINTERRUPTED, OR COMPATIBLE WITH ALL DEVICES OR SYSTEMS.

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13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEXA13 SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL.

IN NO EVENT SHALL NEXA13'S TOTAL LIABILITY EXCEED THE AMOUNT PAID FOR THE SOFTWARE DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO PORTIONS OF THIS SECTION MAY NOT APPLY TO YOU.

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14. Arbitration and Class Action Waiver

Any dispute arising out of or relating to this Agreement or the Software shall be resolved exclusively through binding arbitration administered by JAMS under its applicable arbitration rules.

Before filing arbitration, either party must first provide written notice and allow thirty (30) days to attempt informal resolution.

YOU AND NEXA13 AGREE TO RESOLVE DISPUTES ONLY ON AN INDIVIDUAL BASIS. NO CLASS ACTIONS, CLASS ARBITRATIONS, CONSOLIDATED ACTIONS, OR REPRESENTATIVE PROCEEDINGS ARE PERMITTED.

YOU WAIVE ANY RIGHT TO A JURY TRIAL.

Nothing in this section prevents either party from bringing qualifying claims in small claims court.

Users may opt out of arbitration by providing written notice within thirty (30) days after first accepting this Agreement.

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15. Export Compliance

You agree to comply with all applicable export control, sanctions, and trade laws of the United States and other applicable jurisdictions.

You may not use, export, or transfer the Software in violation of such laws.

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16. Government Users

The Software is commercial computer software and commercial computer software documentation as defined under applicable U.S. Government regulations.

Government users receive only those rights expressly granted under this Agreement.

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17. Termination

This Agreement remains effective until terminated.

NEXA13 may terminate this Agreement if you materially breach its terms.

Upon termination, you must cease all use of the Software and destroy or remove all copies in your possession or control.

18. Governing Law

This Agreement shall be governed by the laws of the State of California, excluding conflict-of-law principles.

Subject to the arbitration provisions above, the state and federal courts located in California shall have exclusive jurisdiction over disputes arising under this Agreement.

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19. Force Majeure

NEXA13 shall not be liable for any delay or failure resulting from causes beyond its reasonable control, including natural disasters, internet outages, cyberattacks, labor disputes, governmental actions, public health emergencies, supply chain disruptions, or failures of third-party service providers.

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20. General Provisions

This Agreement constitutes the complete agreement between you and NEXA13 regarding the Software and supersedes all prior agreements and understandings concerning its subject matter.

If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

Failure to enforce any provision shall not constitute a waiver of future enforcement.

This Agreement may only be modified by a written amendment issued by NEXA13.

NEXA13 LLC
15001 Meridian Parkway, Suite A
Riverside, CA 92518 USA

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END OF AGREEMENT