



SmartPTT

# End User License Agreement

**Important! Read the following terms carefully before installing, copying and/or using the software. Installing, copying or using the software indicates your acceptance of these terms.**

This End User License Agreement (the "Agreement") is a legal document that binds registered users ("User" or "Users") to certain obligations contained herein. By clicking the "Agree", you are acknowledging and agreeing that you are eighteen (18) years or older, that you have read and understand this Agreement, that you agree to be bound by the terms of this Agreement currently in effect and as updated by Elcomplus from time to time.

**BY INSTALLING, DOWNLOADING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, ELCOMPLUS IS NOT WILLING TO LICENSE THE PRODUCTS TO YOU. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY, FOR A FULL REFUND, IF APPLICABLE, RETURN THIS PRODUCT TO THE LOCATION WHERE YOU ACQUIRED IT OR PROVIDE WRITTEN VERIFICATION OF DELETION OF ALL COPIES OF THE SOFTWARE.**

**1. Definitions.** "SOFTWARE" is the product (computer software and/or computer software updates and possible later versions, descriptions and related materials) provided by Elcomplus, its affiliates, distributors, dealers and by other entities authorized to act on behalf of the Elcomplus;

User desires to license such software from Elcomplus, and Elcomplus desires to grant a license to such software solutions pursuant to the terms and conditions hereof. In consideration of the agreements contained below, the Parties hereby agree as follows:

"Elcomplus" means Elcomplus Inc. and its affiliates.

Elcomplus is the proprietor of exclusive rights for the Software and all related materials. The rights are protected by international copyright laws.

**2. Grant of License.** The right of use granted by the End User License Agreement is nonexclusive, worldwide, non-transferable, nonassignable and only applies to the use of the Software and any written material based on the Software in the End User's own internal operations. End User must use the license subject to the Conditions of Use set forth in Section 3 below and the terms and conditions of this Agreement

The right of use covers current version of the Software and possible bug fixes. However, the right of use does not cover new versions of the Software.

Elcomplus shall provide technical support of the Software. Elcomplus shall not be obligated to provide to the User any new release of any Software or module thereof, or other software or services for which Elcomplus generally charges a separate fee.

**3. Conditions of Use.** The Software, or any part thereof (including written materials and other related materials) may not, even partly, be transferred, sold, leased, licensed, modified, amended, further developed, decompiled, adapted, included in other products, Software or services.

The End User may not, and may not authorize third parties, to take any action that is intended to, even partly, determine or discover the functioning, data structures, protocols, interfaces or source code of the Software or any part thereof or take actions that are not covered by the concept of "use for its intended purpose".

Any notices or markings concerning ownership, copyright, or any other rights included in the Software, its packaging, or any related material may not be removed. End User does not have any right to use the Software's trademarks.

The Software is not hundred percent (100%) fail safe. The Software is not intended and designed for use in any situation when any error or fault can result directly in death, injury, or substantial physical damage or environmental harm. The SOFTWARE is not available for process controlling of: any nuclear installations, aircraft navigation equipment, air traffic control, medical equipment, weapon systems etc. For additional information please contact the Elcomplus manager.

End User shall not use the Software for personal, family, domestic and other purposes different from those of entrepreneurship activities .Non-exclusive right to use the Software granted to End User is limited by the following means: right to install the Software, right to copy the Software only at End User corporate computers, right to start the Software.

Any use of the Software outside of the conditions set forth in this Agreement is strictly prohibited and will be deemed a breach of this Agreement.

If you breach the terms of this Agreement, your license will be automatically terminated.

**4. Ownership.** As between the parties, Elcomplus retains title to and ownership of Software and all proprietary rights with respect to the Software and Documentation and all copies and portions thereof. The license grant hereunder does not constitute a sale of the Software or Documentation or any portion or copy of them, and except as expressly provided herein, you do not acquire any intellectual property or other proprietary rights in or related thereto.

**5. Maintenance and support.** Software core package includes the first year of software updates and technical support. After the first year, additional years of updates and support can be purchased. Information about software terms of technical support can be found at: <https://smartptt.com/smartptt-terms-of-technical-support/>

#### **6. Export restrictions**

The Software is subject to US export control laws and may be subject to export or import regulations in other countries. You agree not to export or re-export the Software or accompanying documentation (or any copies thereof) or any products utilizing the Software or such documentation in violation of any applicable laws or regulations of the United States or the country in which you obtained them.

**7. Governing Law.** The laws of the Elcomplus` place of business shall govern this Agreement without giving effect to its conflicts of law rules. Each of the Parties to this Agreement consents to exclusive jurisdiction and venue of the state and federal courts of Elcomplus` place of business.

#### **8. Limitation of Liability.**

EXCEPT FOR CASES EXPRESSEDLY STATED IN THIS AGREEMENT, ELCOMPLUS PROVIDES THE SOFTWARE "AS-IS" AND DISCLAIMS AND EXCLUDES ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

THE TOTAL LIABILITY OF ELCOMPLUS UNDER THIS AGREEMENT FOR DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PRODUCT LICENSED UNDER THIS AGREEMENT. IN NO EVENT WILL ELCOMPLUS OR ANY OF ITS LICENSORS BE LIABLE IN ANY WAY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST BUSINESS PROFITS, OR LIABILITY OR INJURY TO THIRD PERSONS, WHETHER FORESEEABLE OR NOT, REGARDLESS OF

WHETHER ELCOMPLUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS PARAGRAPH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

#### **9. Term and termination.**

This Agreement is effective from the date you agree to the terms of this Agreement and shall continue until terminated. You may terminate it at any time upon written notice to Elcomplus. It will also terminate immediately if you fail to comply with any term of this Agreement. Upon such termination, the licenses granted by this Agreement will immediately terminate and you agree to stop all access and use of the Software and documentation. The provisions that by their nature continue and survive will survive any termination of this License Agreement.

#### **10. Contacts**

For more information, please visit our web site:

<https://smartptt.com/en/contacts/#>