

Enterprise **Solutions** adapted  
to meet your **Needs**



## End-User License Agreement for ControlMaestro

(the "SOFTWARE PRODUCT")  
License Model  
September 15th, 2011

**Reserved to ControlMaestro end-users.**

**If You are a software distributor or a developer, if You wish to distribute plug-ins or modules linked with ControlMaestro, or distribute your own version of ControlMaestro under You own trademark, You must refer to INTEGRATOR LICENSE AGREEMENT or contact ELUTIONS.**

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## SOFTWARE PRODUCT LICENSE

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The SOFTWARE PRODUCT is protected by French copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

### IMPORTANT — READ CAREFULLY:

This Licence is a legal agreement between You (either an individual or a single entity) and ELUTIONS (or one of its subsidiaries) for the Software identified above. Therefore, by paying the corresponding price, installing, copying, or otherwise using the Software, You indicate your acceptance of this EULA and agree to be bound by the terms and conditions of this EULA. If You do not agree to the terms of this EULA, You are not authorized to install and/or use the Software Product and must promptly return the unused Software Product, equipments, Authentication Dongle to ELUTIONS for a full refund.

The terms also apply to any ELUTIONS

- printed or electronic documentation,
- updates,
- upgrades,
- supplements,
- Internet-based services, and
- support services,

for this software (here after "Software Product"), unless other terms accompany those items.

Nothing other than this EULA grants You permission to use the Software Product.

Your rights conceded on Software Product are specified in this Agreement, and ELUTIONS retains all rights not expressly granted to You in this agreement.

### 1. DEFINITIONS

- "Equipments" means the accessory equipment installed by ELUTIONS in order to supply the needed data to "Software".
- "Authentication Dongle" means any ELUTIONS hardware accessory sold by ELUTIONS, such as a USB-based token.
- "Software Update" means any minor Software revision to the Software Product or bug fixes (i.e. providing slight functional improvements) generally made available by ELUTIONS in its sole discretion and implying a modification of the second figure of the number of version (*example: 1.3 => 1.4*).
- "Software Upgrade" means any major revision to the Software Product (i.e., providing significantly new functionality) generally made available by ELUTIONS in its sole discretion and implying a modification of the first figure of the number of version (*example: 1.8 => 2.0*).
- "Term" means the term of each license as defined in Section 6.
- "User" means a single individual that utilizes the Software.
- "Order" means the commercial document detailing the type and the number of Software Product licences You bought, and the current version of the Software Product.

### 2. FEES

You agree to pay the applicable license fees corresponding to the EULA, for the number of Licenses and Authentication Dongle, as set forth on the Order submitted by You and accepted by ELUTIONS or one of its authorized distributors.



### 3. EULA (END USER LICENCE AGREEMENT)

The Payment of the EULA grants You the following world-wide and nonexclusive rights:

- a. to use the Software Product;
- b. to install the Software Product in executable form only, on a reasonable number of computers provided that the Software Product is used or executed only by as many concurrent Users at any given time period as You have concurrent Licences and Authentication Dongle activated;
- c. to benefit of as many Authentication Dongle as You have concurrent licences activated and paid;
- d. to make reasonable number of copies of the Software Product to backup devices such as hard disks provided that You reproduce all the copyright, trademark and other proprietary notices which appear on or in the Software Product. The copy is subject to the terms of the present contract. You may use copy only to reinstall the Software;
- e. to use, reproduce, demonstrate, market the Software Product documentation, royalty-free, in any form, on any media, but only for your internal use;

The rights conceded on the Software Product concern exclusively its current version as defined in the Order.

**THIS NONEXCLUSIVE RIGHT CANNOT BE SOLD OR TRANSFERRED WITHOUT THE PRIOR AUTHORISATION OF ELUTIONS.**

The licence doesn't grant You any personal support or hotline. This level of support requires a specific separate support agreement.

### 4. INTERDICTIONS

This Licence does not authorize You to:

- a. Modify the Software Product in order to correct bugs and errors without the prior consent of ELUTIONS;
- b. Make any direct financial profit of the use of the Software;
- c. Rent, share, sublicense the Software Product or grant any kind of rights regarding the Software or any portion thereof in any form to any third-party without the prior consent of ELUTIONS;
- d. Translate, reverse-engineer, decompile, disassemble partially or completely the Software Product, except if such activity comply with the conditions of the article 122-6-1 of the French intellectual property code. If interoperability problems between the Software and other computer programs are encountered, You accept to inform ELUTIONS and study with this latter the possible solutions;
- e. Remove or alter any Software Product identification, proprietary notice, labels or trademarks which appears on or in the Software Product;
- f. Disclose, distribute, market, publicly display, and demonstrate all or part of the Software Product documentation, modified or not, to any third-party;
- g. Sublicense to a third-party the Software Product documentation;
- h. Open the Authentication Dongle or attempt to duplicate it in any way;
- i. Separate Software Product or any UPDATE and Upgrade for use by more than one user at a time;

### 5. RESTRICTIONS

**THIS NONEXCLUSIVE LICENSE IS BOUND TO YOU AND CAN NOT BE SOLD NOR TRANSFERRED TO A THIRD-PARTY WITHOUT THE PRIOR AUTHORISATION OF ELUTIONS.** In consequence You may not transfer the Software Product neither with nor without consideration. Except if expressly authorized by ELUTIONS in a separated agreement, You agree not to permit any third-party to use the Software Product in any form, and to use all reasonable efforts to ensure that no unauthorized use of the Software Product is made. You may not permit third-parties to benefit from the use or functionality of the Software Product via a timesharing, or other arrangement.



## **6. TERM**

The term of this license shall commence on the date of activation of each Authentication Dongle, for a period corresponding to the legal period of protection of the Software Product according to french law. This License shall automatically renew for successive one year terms unless either party elects not to renew by providing the other party with written notice at least ninety (90) days prior to the expiration of the then current one year term.

## **7. PAYMENT**

Fees for the acquisition and exploitation of the Licenses chosen are billed upon ELUTIONS's receipt of the signed Order. As soon as possible from this payment the activation code will be sent by email or by mail.

## **8. RESPONSIBILITY**

ELUTIONS guarantees You against all counterfeiting lawsuits that could be brought against you, because of the possession and/or the use of the Software Product, at the only condition that You had informed ELUTIONS, within eight (8) days, about the summon and had ensured ELUTIONS the free right to defend itself.

You will have and keep the control of the use of the Software Product installed on each computer. This is the reason why You engage your own and only responsibility about the exploitations of the results from the use of the Software Product. You recognise that ELUTIONS will have no responsibility towards You or a third-party, for any damage that could result from the direct or indirect use of the Software Product, excepted counterfeiting actions.

Moreover, ELUTIONS does not warrant that the operation of the Software Product will be uninterrupted, or error-free.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ELUTIONS NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE PRODUCTION BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PROGRAM, EVEN IF ELUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME LAW AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

In any cases, the financial liability of ELUTIONS for damages of any kind whatever relating shall be limited to the total amount paid to ELUTIONS under this agreement and for the current contractual year.

## **9. CASES OF ABSOLUTE NECESSITY**

ELUTIONS and You will be exempted from charges and responsibilities if the execution of the present agreement, and particularly the installation of the Software Product on your computer, was delayed or impossible in case of absolute necessity, including but not limited to riots, storms, strikes, fires, acts of God...

## **10. TERMINATION**

If You fail to comply with any provision of this agreement, this license and your right to use the Software Product automatically terminate. This termination does not prevent ELUTIONS from claiming any further damages. Upon the termination or expiration of the Agreement, whatever the grounds may be, You shall make any payment that has accrued up to the date of termination, stop immediately using the Software Product and send back any Equipment and Authentication Dongle to ELUTIONS.

## **11. GOVERNING LAW**

This EULA is governed by the laws of France.

Every dispute between both parties about the interpretation or/and the execution of this contract, that could not reach an amicable arrangement, will be brought to the competent court of LYON, FRANCE which has the full competence, wherever the Software Product or the defendant is.

Should You have any questions concerning this EULA please contact ELUTIONS SAS, Parc Technologique de Lyon, 12 allée Irène Joliot-Curie, F-69791 Saint-Priest Cedex, France (European Union).

## **12. MISCELLANEOUS PROVISIONS**

If any provision of this agreement is held to be unenforceable upon a definite legal, statutory or judicial provision, the remainder of this agreement shall continue in full force and effect.

## **13. WARRANTY**

**14.1.** ELUTIONS warrants the Authentication Dongle included in the SOFTWARE PRODUCT will be free from defects in materials and workmanship under normal use and service for the period of validity of the EULA. ELUTIONS's sole and exclusive obligation, and your sole and exclusive compensation, for breach of the foregoing warranty will be, at ELUTIONS 's option, to (i) repair the defective Authentication Dongle to correct the defect; (ii) replace the defective Authentication Dongle; or (iii) accept the return of the defective Authentication Dongle and issue a refund equal to the purchase price of such defective product. Unless otherwise authorized by ELUTIONS, shipping, handling, duty and insurance costs for returns will be paid by you.

The replacement of a defective Authentication Dongle is supplied at no additional charge only if You chose the to subscribe a maintenance contract. Otherwise, once the delay of the contractual warranty of one year expired, the cost of the replacement will be at your only charge.

**14.2.** ELUTIONS warrants the conformity of the Software Product with technical characteristics described by ELUTIONS during ninety (90) days from the date of receipt. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you...

ELUTIONS will, at its own expense and as its sole obligation and your exclusive compensation for any breach of this warranty, use commercially reasonable efforts to correct any reproducible error You report to ELUTIONS during the warranty period, either by providing You with a modified version of the Software Product that eliminates the error, or by instructing You in methods of operating the Software Product that eliminate the practical adverse effect of the error. Any such error correction provided to You will not extend the original warranty period.

If ELUTIONS determines that it is unable to correct the error, ELUTIONS will refund You all license fees You actually paid for the Software Product for the current contractual year, in which case this agreement and your right to use the Software Product will terminate. This limited warranty is void if the defect has resulted from accident, abuse, misuse, or unauthorized modification of the Software Product or use of the Software Product in connection with other products, equipment, or software not supplied nor validated by ELUTIONS.

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**15. COMPLIANCE WITH LAW**

In case of import, You agree that You will comply with all local tax and customs laws, regulations and codes of your country in the performance of this agreement. You will pay the corresponding taxes.

**16. U.S. GOVERNMENT RESTRICTED RIGHTS**

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