



Mobatek SARL
13 RUE PAUL BERNADOT
31830 PLAISANCE DU TOUCH
FRANCE
RCS 502 869 258 - NIC 00017

<http://www.mobatek.net> - contact@mobatek.net

Software License Agreement

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE BUYING, DOWNLOADING AND INSTALLING THE SOFTWARE, STATED BELOW.

BY BUYING, DOWNLOADING AND INSTALLING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY THIS SOFTWARE LICENSE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT, DO NOT BUY, DOWNLOAD OR INSTALL THE SOFTWARE.

THIS SOFTWARE LICENSE AGREEMENT MAY BE REVISED FROM TIME TO TIME BY THE LICENSOR. YOU SHALL BE INFORMED OF ANY REVISION IN THE LICENSOR'S WEB SITE. YOU SHALL VISIT THE LICENSOR'S WEB SITE FROM TIME TO TIME TO REVIEW THE THEN-CURRENT TERMS OF THE SOFTWARE LICENSE AGREEMENT AND ACCEPT THEM BECAUSE THEY ARE BINDING TO YOU.

YOU HEREBY EXPRESSLY CONFIRMS THAT YOU UNDERSTAND THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE AGREEMENT AS DRAFTED IN ENGLISH AND ACCEPT THAT ANY TRANSLATION IS EXCLUDED.

General

"The Licensor" means Mobatek.

"You" means an individual or legal entity exercising rights under this Software License Agreement.

"The Software" means the MobaSSH software, promoted and licensed by Mobatek, in binary form, any other machine readable materials (including, but not limited to, components, plugins, libraries, bytecodes, and data files), any updates or error corrections provided by the Licensor, and any user manuals, programming guides and other documentation provided to you by the Licensor under this Software License Agreement.

License to use

The Licensor hereby grants you, effective on the date you accept and install the Software, stated below, a non-exclusive license to use the Software in object code form, (i) whether for commercial or non-commercial use and (ii) for the number of authorized computers for which you have paid a license fee, as specified in the quotation.

The number of authorized computers of the Software shall not exceed the number of copies of Software specified in the Quotation (which number may be modified in the future by mutual agreement between the parties).

You may make copies of the Software up to the number of copies for which you have paid a license fee (plus one copy for archival purposes).

You agree to maintain and reproduce all copyright and confidentiality notices that refer to this Software License Agreement on all copies, in any form, of the Software.

You may not reproduce or publicly display the Software, for any public or commercial purpose, without the prior consent of the Licensor.

Except as expressly authorized above, you may not, in whole or in part, copy the Software or documentation; modify the Software; decompile, translate, or reverse engineer the Software; create derivative works of the Software.

Delivery

You shall download the Software and install it on any computer (or more computers if the appropriate additional fees have been paid). The Licensor is not responsible for the installation of the Software.

License fee

License fee are based on the number of copies of Software licensed. You shall place order in accordance with the Quotation and Order Form. The Order Form shall include the number of copies and the corresponding price. License fee will be paid by bank transfer. You can download the Software only after payment of the License fee. Prices, as stated in the Quotation, are subject to change without notice. In such case, a new Quotation shall be placed in the Licensor's web site. All payments shall be in Euros.

An invoice will be sent by e-mail.

Versions of the Software

The Licensor may, but with no obligation, publish revised and/or new version of the Software. Each version will be given a distinguishing version number. Even if a new version of the Software is published, you may continue to use the previous version. You may also choose to use the new

version, by accepting again the Software License Agreement and by paying a new License fee. The Licensor may from time to time, in its sole discretion, update or correct the Software and authorize you, by notice on the Licensor's web site, if and only if you use the last version of the Software, to download, at no additional charge to you, the updated or corrected version.

Restriction

The Software is confidential and copyrighted. The Licensor retains title to Software and all associated intellectual property rights. You agree that aspects of the licensed materials, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of the Licensor. You shall not disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of the Licensor. You shall implement reasonable security measures to protect such trade secrets and copyrighted material.

Infringement

If any portion of, or functionality of the Software becomes the subject of a claim of infringement, the Licensor may, at its option, (i) attempt to procure the rights necessary for the Licensor and you to continue using the Software, (ii) modify the Software so that it is no longer infringing, or (iii) suspend your rights to use the Software until a final determination of the claim is made by a court or governmental administrative agency of competent jurisdiction and the Licensor lifts the suspension as set forth below. Such suspension of rights will be effective immediately upon Licensor's posting of a notice to such effect on the Licensor's web site. Upon such final determination being made, if the Licensor is legally able, without the payment of a fee or royalty, to resume use, of the Software, the Licensor will lift the suspension of rights to the Software by posting a notice to such effect on the Licensor's web site. However, if the Licensor must suspend your rights to the Software, this Software License Agreement will be automatically terminated without any remedy. Nothing in this Software License Agreement shall be construed to restrict you, at your option, from independently negotiating for necessary rights from such third party.

The Licensor has no liability for any claim based upon (i) combination, operation or use of the Software supplied under this Software License Agreement with equipment, devices or software not supplied by the Licensor (ii) alteration or modification of the Software supplied under this Software License Agreement. You agree to defend and indemnify the Licensor from and against any damages, costs, liabilities and/or expenses (including attorney's fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of modified Software.

Disclaimer

The Software is distributed by the Licensor on an "AS IS" basis and without warranty, upgrades or support of any kind. The Licensor may from time to time, in its sole discretion, provide any update, enhancement or modification of the Software and/or any support services. Updates, enhancements, modifications or support services, if available, may be obtained by you at the Licensor's then current standard pricing, terms and conditions. In no event does the Licensor warrant that the Software is error free or that you shall be able to operate the Software without problems or interruptions. You expressly acknowledge and agree that use of the Software or any portion thereof is at your sole and entire risk. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

THE LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE LICENSOR SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

Limitation of liability

IN NO EVENT WILL THE LICENSOR BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF THE LICENSOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LICENSOR'S LIABILITY TO YOU, EXCEED THE LICENSE FEE PAID BY YOU TO THE LICENSOR. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE ABOVE-STATED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF DIRECT DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. You acknowledge that the Software is not intended for use in the operation of nuclear facilities, aircraft navigation, communication systems, or air traffic control machines in which case the failure of the Software could lead to death, personal injury or severe physical or environmental damage.

Trademark

This Software License Agreement does not grant any rights to use the trademarks or trade names or logos belonging to the Licensor.

Ownership



Mobatek SARL
13 RUE PAUL BERNADOT
31830 PLAISANCE DU TOUCH
FRANCE
RCS 502 869 258 - NIC 00017

<http://www.mobatek.net> - contact@mobatek.net

The Licensor retains all rights, title and interest in and to the Software.

Termination

This Software Licence Agreement is effective until terminated. You may terminate this Software License Agreement at any time by destroying all copies of the Software including any documentation. This Software License Agreement will terminate immediately without notice from the Licensor if you fail to comply with any provision of this Software License Agreement or under the conditions of the Clause Infringement, stated above. Upon termination, you must destroy all copies of the Software in your possession or control. The Licensor will not be liable to you for compensation, indemnity or damages of any sort solely as result of terminating this Software License Agreement in accordance with its terms.

Export regulations

If the Software, including technical data, are subject to export control laws, and may be subject to import regulations in other countries, you agree to comply strictly with all such regulations and acknowledge that you have the responsibility to obtain licenses to import the Software.

Relationships of the parties

This Software License Agreement will not be construed as creating an agency, partnership, joint venture or any other form of legal association between you and the Licensor and you will not represent to the contrary, whether expressly, by implication, appearance or otherwise.

Waiver

Failure by the Licensor to enforce any provision of this Software License Agreement will not be deemed a waiver of future enforcement of that or any other provision.

Integration

This Software License Agreement constitutes the entire agreement between the parties with respect to the use of the Software. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment or other communication between you and the Licensor during the term of this Software License Agreement. No modification of this Software License Agreement will be binding unless in writing and signed by an authorized representative of each party.

Severability

If for any reason a court of competent jurisdiction finds any provision of this Software License Agreement, to be unenforceable, that provision of the Software License Agreement will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties and the remainder of this Software License Agreement will continue in full force and effect.

Dispute resolution. This Software License Agreement shall be governed by and construed in accordance with the laws of France, without giving effect to the principles of conflict of law. The application of the United Nations Convention on contracts for the International Sale of Goods is expressly excluded. Any litigation or other dispute between you and the Licensor relating to this Software License Agreement shall take place in France.

Privacy Rules

In order to reduce the risk of fraud, the Licensor must ask you to provide information about yourself. This privacy rules describes the information the Licensor collects and how he used that information.

For downloading the Software you must provide your name, phone number, city, country and e-mail address. In order to make payments, you must provide credit card information.

By giving the information on the Order Form, you authorise the Licensor to use and exchange the information for payment purposes.

All personal information is collected only for order process and will be used only by the Licensor. Your information will be disclosed only where the Licensor is obliged or permitted by law.

The Licensor will hold your personal information for as long as the Software License Agreement is in force.

No personal information is assigned to third party, except with your prior consent.

You have the right to access, correct and delete your personal information at any time. Please address requests to the following address: contact@mobatek.net

If you are aged under 18 years, please get your parent/guardians' permission beforehand whenever you provide personal information to the Licensor.

If you have any questions about these privacy rules, please contact the Licensor to the following address: contact@mobatek.net.