

1.3 License Agreement

ACCESSION AGREEMENT ON THE USE OF THE SIGNAX SOFTWARE

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This License Agreement on the use of the SIGNAX software product (hereinafter – the Agreement) represents a legal agreement between the Owner and an individual or legal entity (hereinafter – the User). By installing, copying, or downloading SIGNAX software, accessing it or using it in any other way, the User fully agrees with all terms and conditions of this Agreement, agrees to enter into it and to abide by the terms of this Agreement.

By entering into this Agreement, the User agrees to the collection and transfer to the Owner of anonymized service information on the nature and methods of use of the SIGNAX software. The user acknowledges and agrees that the Owner may receive, store, process, publish and make available to third parties the anonymized data received from the User in the generalized form for the permitted functional use and further technical improvement of the Software, as well as in fulfilling the marketing tasks.

The User gives the Owner his/her consent to use personal data provided to the Owner during registration in accordance with the privacy policy, followed by the Owner with respect to the processing of personal data.

TYPES OF LICENSES PROVIDED

The single-user license for plugins “SIGNAX for Revit”, “SIGNAX for Navisworks” included in the Dashboard module of the SIGNAX Software. The license validity period is 12 months.

AS IS

The user accepts the SIGNAX Software as is, in its current state, without any implied warranty or features. The Owner does not warrant that the SIGNAX Software does not contain errors and does not assume any responsibility for direct or indirect damages, including lost profits, loss of confidential information resulting from the application of the SIGNAX Software, including due to possible errors or misprints in the software set.

GRANTING OF LICENSE

The user is granted a non-exclusive right to use the SIGNAX Software in accordance with the conditions specified in this Agreement

COPYRIGHT AND OWNERSHIP RIGHT

SIGNAX software, including its code, documentation, distribution kit, the structure is the exceptional product of the Owner, who reserves the ownership rights to the SIGNAX Software, as well as copies and modifications thereof. The Owner also reserves the copyright to the SIGNAX Software.

LIMITATIONS

The user undertakes not to carry out independently and not to allow third parties to perform the following actions:

- To disassemble, decompile (convert object code into original text) the programs, databases and other SIGNAX software components, except for cases where the possibility of such action is expressly permitted by applicable legislation of the United States of America.
- To modify the SIGNAX software, as well as to amend the object code of the programs and databases thereto, except for those changes that are made by means included into the software package and described in the documentation.
- Otherwise reverse engineer the SIGNAX software, or to translate, adapt, compile the SIGNAX software, create derivative works or otherwise make changes to the SIGNAX software for any purpose.
- To use any equipment, device, software, or other means to (or designed to) bypass or remove technical protection in any form that is used by the SIGNAX software.
- The SIGNAX software is licensed as a single unit. It cannot be split into components for use on multiple computers.
- To create the conditions for the use of the SIGNAX software by the non-licensed persons, including those working in the same network.
- To distribute the SIGNAX software. The distribution shall mean, in particular, the provision of third-party access to software components reproduced in any form, including by selling, renting, letting or lending.

TECHNICAL SUPPORT

The Owner shall provide technical support services for the SIGNAX Software ("technical support services"). For technical support, use contact details listed on the following page: <https://signax.io/>. Any additional programs and the source texts transferred to you as a result of the technical support provision should be considered as an integral part of the SIGNAX Software and are therefore subject to the limitations and conditions hereof. Technical data provided to the technical support service in the request can be used by the Owner for internal purposes, including technical support of software products and software development. The Owner will not use this information in a form that discloses the User's personal data.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES THE OWNER SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SECONDARY, INCIDENTAL, SPECIAL OR PUNITIVE LOSSES, INCLUDING, IN PARTICULAR, FOR DAMAGES ASSOCIATED WITH LOSS OF USE OR PRODUCTION, LOSS OF INCOME OR PROFIT, LOSS OF DATA OR THIRD-PARTY CLAIMS, EVEN IF THE OWNER HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

RIGHT OF REFUSAL

The Owner reserves the right, at its discretion, to terminate the provision of services and the sale of the proposed software products, as well as to change/close access to previously purchased software products on the signax.io website, in cases involving the copyright infringement or assistance in the matter of copyright infringement, on the SIGNAX Software presented on the signax.io website.

If the User does not accept the terms of this Agreement in full, he/she shall not use the SIGNAX Software for any purpose.

The Owner reserves the right to amend this Agreement at any time, having published the amendments on the SIGNAX website 10 (ten) calendar days before the changes come into force.