

Software License Agreement

Please scroll down and read all of the following terms and conditions of this license Agreement (“Agreement”) carefully.

This Agreement is a legally binding contract between the Licensee (as defined below) and SpinalCom that sets forth the terms and conditions that govern your use of the Program. By demonstrating your acceptance by clicking an « Accept License Agreement » or similar button or installing and/or using the Program, you agree to abide by all the terms and conditions stated or referenced herein.

If you do not agree to abide by these terms and conditions, do not demonstrate your acceptance and do not install or use the Program.

You must accept and abide by these terms and conditions as presented to you.

1. Definitions

Terms used herein shall have the following definitions:

Licensee: refers to the individual or entity that wishes to use the Program provided by SpinalCom.

SpinalCom: refers to the company SpinalCom, a limited liability company (SAS) duly organized and existing under the laws of France, with a share capital of 47 000 Euros, whose registered office is at 3, allée Maryse Bastié à Les Loges en Josas (78350), France; and registered in VERSAILLES under No. 514 972 306.

SpinalCore, SpinalTwin, SpinalBoard, SpinalWall and SpinalOffice Program or Program(s) refers to the script(s) and/or software product and any applicable documentation provided to the Licensee by SpinalCom. Licensee shall install the SpinalCom Programs in accordance with documentation furnished by SpinalCom.

2. Rights granted

SpinalCom hereby grants to Licensee and Licensee accepts from SpinalCom a non-exclusive, non-transferable license to use the Program for trial and non-production purposes only and for a period of 3 months only. For commercial or production use of the Program, Licensee must purchase a License from SpinalCom.

3. Ownership

SpinalCom retains all ownership and intellectual property rights to the Programs.

Third party software that may be appropriate or necessary for use with the Programs is specified in the Program documentation or notice files. Such third party software is licensed under the terms of the third party software license agreement specified in the program documentation, or notice files and not under the terms of this Agreement.

4. Restrictions on Use

You may not:

- a. use the Program for any commercial or production purposes, or use the Programs for any purpose except the purpose stated herein;
- b. remove or modify any Program markings or any notice of SpinalCom licensors' proprietary rights;
- c. remove or modify SpinalCom's logo;
- d. make the Program available in any manner to any third party for use in the third party's business operations;
- e. use the Program to provide third party training;
- f. assign this agreement or give or transfer the Programs or an interest in them to another individual or entity;
- g. modify, reverse compile, disassemble, or otherwise reverse engineer any SpinalCom Program, or allow anyone else to do so (except only to the extent such prohibition is contrary to applicable law);
- h. use any SpinalCom name, trademark or logo without SpinalCom's prior consent.

Under the terms of the License granted herein, the use of the Program is subject to restrictions in RAM capacity and number of instances* (*SpinalCore Hub). The applicable restrictions (Restrictions Policies) are available from SpinalCom. Tools and methods provided by SpinalCom at <https://resourcecenter.en.spinalcom.com/help-center> can be used by Licensee to check its compliance with Restrictions Policies. These Restrictions Policies are subject to changes at SpinalCom's discretion.

Each user of the Program shall create its own user account.

Any use of the Program shall be under the direct supervision and control of the Licensee. Licensee hereby asserts to be fully cognizant of the terms and conditions of this Agreement, and to have the authority to exercise such supervision and control.

Licensee understands and acknowledges that it is granted only those rights set out in this Agreement and no other rights.

5. Duration - Termination

Unless earlier terminated as provided hereunder, the Program shall be provided to Licensee for a three (3) months period beginning on the date the Program is delivered to Licensee.

SpinalCom may terminate this Agreement with a ten (10) days notice.

The Licensee may elect to terminate the Agreement at any time by providing written notice to SpinalCom.

SpinalCom may terminate this Agreement immediately and without any formalities (except for a notification) when Licensee commits a material or persistent breach of any of its obligations, without prejudice of payment or compensation of any unauthorized use of the Program.

Upon the termination of this Agreement, all rights granted to Licensee shall immediately cease, and Licensee shall immediately destroy all copies of the Program and upon request provide SpinalCom with written certification that Licensee has complied with this obligation.

6. Charges and Payment

The Licensee may elect at any time to purchase a paying license for the use of the Program.

7. No right to technical support

The Licensee acknowledges and agrees that SpinalCom has no obligation to provide Licensee with technical support for the Programs licensed under this Agreement. The Licensee has only access to the technical support stipulated online at <https://resourcecenter.en.spinalcom.com/help-center> which by reference are incorporated as part of this Agreement. The technical support package is subject to changes at SpinalCom's discretion.

8. Warranty

There is no warranty provided for the Program licensed under this Agreement.

9. Limitation of Liability

Licensee expressly acknowledges that SpinalCom in no event shall be liable for indirect damages or any loss of profit, revenue, data which may be caused, directly or indirectly, by the Program.

10. Logo License

Use of SpinalCom's logo (Power by SpinalCore) is mandatory and the logo shall not be removed.

SpinalCom grants the Licensee a non-exclusive, non-transferable right to use and display, during the term of the Agreement, the SpinalCom logo, in any location and on any material, including but not limited to web sites, social networks, advertisements, merchandise and printed material.

The Licensee is granted no right on SpinalCom logo except as set forth herein.

11. Right of Audit

Upon 30 days written notice, SpinalCom may audit Licensee's use of the Program. The Licensee agrees to cooperate with SpinalCom's audit and provide reasonable assistance and access to information. SpinalCom shall keep confidential any information received by reason of this audit or shall only disclose such information in order to have its rights under this Agreement respected. Licensee agrees that SpinalCom shall not be responsible for any cost incurred in cooperating with the audit. Licensee shall pay SpinalCom for any use of the Programs in excess of the rights granted by this Agreement.

12. Applicable Law and Jurisdiction

This Agreement is governed by and will be construed in accordance with the laws of France, and the parties hereby submit to the exclusive jurisdiction of the Courts of Paris.