

AESIM.Tech

End-User Software License Agreement

Licence

1. Under this Software Licence Agreement (the "Agreement"), AESIM.Tech (the "Company") grants to the user (the "Licensee") a non-exclusive and non-transferable licence (the "Licence") to use Simba (the "Software").
2. "Software" includes the executable computer programs, the API, and any related printed, electronic and online documentation and any other files that may accompany the product.
3. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the company. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a licence for use only and is not in any way a transfer of ownership rights to the Software.
4. The Software may be loaded onto more than one computer but only the licensee is allowed to use the software. A SIMBA licence is personal and cannot be shared by multiple users.
5. Academic licenses are granted, free of charge, to students and professors for teaching and academic research activities. Academic licenses cannot be used for postdoctoral research or commercial purposes. In case of intentional false statement, the user shall be liable for the amount corresponding to 5 years of industrial license subscription.
6. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.
7. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
8. Failure to comply with any of the terms under the Licence section will be considered a material breach of this Agreement.

Connectivity and Collected Data

9. The Software requires an Internet connection to servers controlled by the Company ("Company Servers") in order to activate the software on the licensee computer. Such a verification includes provision of a unique and anonymous machine identifier. Once the software is activated, the internet connection is no longer required.
10. The Software may also use your Internet connection in order to report certain analytical information to the Company such as errors or unexpected events with respect to the Software. Such reporting will include information about the hardware and software configuration of your machine on which the Software experienced a problem. Such reporting will be used by the Company only in connection with developing and improving its products and services. Users paying a license fee have the possibility to disable such reporting.

Limitation of Liability

11. The Software is provided by the company and accepted by the Licensee "as is". Liability of the company will be limited to a maximum of the original license cost paid of the Software, up to one year. The company will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.
12. The company makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.
13. The company does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

Warrants and Representations

14. The company warrants and represents that it is the copyright holder of the Software. The company warrants and represents that granting the licence to use this Software is not in violation of any other agreement, copyright or applicable statute.

Acceptance

15. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on registration of the Software with the company.

Term

16. The term of this Agreement will begin on Acceptance and will continue until the account is deleted. At the end of the term of this Agreement the Licensee must destroy all copies of the Software in their possession.

Termination

17. This Agreement will be terminated and the Licence forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software.

Force Majeure

18. The company will be free of liability to the Licensee where the company is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the company has taken any and all appropriate action to mitigate such an event.

Governing Law

19. The Parties to this Agreement submit to the jurisdiction of the courts of the Province of Quebec for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of Quebec.

Miscellaneous

20. The company reserves the right, at any time and from time to time, to modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the software. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the software will be deemed to constitute your acceptance of any and all such Additional Terms.

21. This Agreement does not create or imply any relationship in agency or partnership between the company and the Licensee.

22. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

23. SIMBA contains third party libraries, subject to the licenses available at <https://simba.io/doc/license/>.

Notices

24. All notices to the company under this Agreement are to be provided by email at contact@aesim.tech or at the following address: AESIM.Tech, 4554 Rue de Chambly, H1X 3N8, Montréal, Canada