

# End-User License Agreement

## Unibrain Software Products

**IMPORTANT – ATTENTION** This is a legal agreement between the end-user (individual and/or legal entity) and Unibrain with regard to Unibrain's Software Product(s). By opening the sealed CD package or downloading from [www.unibrain.com](http://www.unibrain.com), and installing, copying and/or otherwise using any Product(s), you agree to be bound by the terms of this License Agreement and of the Limited Warranty Agreement. If you do not agree, do not open the sealed CD package, or do not proceed with download. You may return the unopened Product(s) to the place of purchase within ten (10) days from the date of purchase, for a full refund. Unibrain does not offer refunds for downloadable products.

In this agreement Product(s) means and includes the software, firmware and associated computer hardware and any printed and/or electronic materials and documentation accompanying the Product(s). Product(s) are protected by intellectual property, patent and design laws and any relevant international treaty. Unibrain has the exclusive ownership and intellectual property rights arising out and/or connected with Product(s).

**1. GRANT OF LICENSE** Unibrain grants you a non-exclusive permanent license to use the enclosed copy of the Product(s). The license to use a copy of the Product(s) includes the rights expressly granted below to end-user, under the following terms and conditions:

- Right to use the Product(s) on a single computer, terminal of a network and/or other electronic device (hereinafter "computer") in conjunction exclusively with any of Unibrain Hardware Product(s).
- Right to permit any third person to use the Product(s) on the computer, where Product(s) are installed, provided that there is no more than one user for each Unibrain Hardware product in use in conjunction with such use.
- Right to keep only one back up and/or archival copy of the Product(s), if possible, solely for back-up and archival purposes, in machine readable form, provided that you reproduce all proprietary notices on such copy.

**2. LIMITATIONS OF LICENSE** It is not permitted and is strictly prohibited to:

- Modify, translate, reverse engineer, de-compile, disassemble, create derivative works and/or copy the Product(s), except for archival purposes. Human readable code of the Product(s) (source code) is not licensed under this agreement.
- Sale, transfer, sublicense, lease, rent and/or grant any rights on the Product(s) (including any time sharing arrangement) in any form to any other third party, without prior written consent of Unibrain.
- Remove any proprietary written and/or electronic labels, marks, trademarks, warnings on the Product(s).

**3. LIMITED WARRANTY** The Product(s) licensed to end-user by this Agreement are subject to the terms, conditions, customer's remedies, restrictions and limitations of liability set forth with the Limited Warranty Agreement on the reverse side of this End-User's License Agreement.

**4. MISCELLANEOUS** Any proprietary title and intellectual property rights in and/or related to the Product(s) remain to and owned exclusively by Unibrain and/or its suppliers.

Failure to comply with any of the terms and restrictions of End-user's License Agreement will terminate automatically this license.

If any term and/or terms and/or section of this agreement are found to be contrary to the laws of any licensee's jurisdiction and/or otherwise enforceable, such terms and/or terms and/or section shall be null and void, but the remainder of this agreement shall remain in full force and effect.

Contractor/manufacturer of the Product(s) is Unibrain S.A. (19.5 km Markopoulou Ave. Building A1-Intracom, 19002, Peania, Greece tel.: +30-210-6640580, fax: +30-210-6646508).

For Technical Support, please contact Unibrain's Technical Support Department at [support@unibrain.com](mailto:support@unibrain.com)

For Return Merchandise Authorization (RMA), please contact Unibrain's RMA Department:

by Email at [rma@unibrain.com](mailto:rma@unibrain.com), by phone from Monday through Friday 9:00 AM to 4:00 PM at +30-210-6640580 (Europe & Asia, Central European time) or at +1-925-866-3000 (North & South America, Pacific Standard Time)

**LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UNIBRAIN AND/OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT AND/OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION DAMAGES FOR THE LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND/OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT(S) AND/OR FAILURE TO PROVIDE SERVICES, EVEN IF UNIBRAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE UNIBRAIN'S ENTIRE LIABILITY, UNDER ANY PROVISION OF THIS AGREEMENT AND/OR ANY APPLICABLE LAW, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT(S). BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Unibrain S.A.

# Limited

## Warranty

**LIMITED WARRANTY** Unibrain S.A. warrants that upon shipment, the Product(s) shall be in good working condition, free from defects in material and workmanship and shall perform substantially under normal use and operation conditions in accordance with Unibrain's published and accompanying specifications for a period of twenty four (24) months from the date of shipment to the Customer. Claims for non conformance of the Product(s) shall be barred at the end of the twenty four (24) months warranty period. Unibrain does not warrant that the Product(s) will operate in any specific combination which may be selected for use by Customer and/or that the operation of the Product(s) will be uninterrupted or error free and/or that all non-conformance or defects will be remedied. Additionally, Unibrain shall have no warranty obligations for any failure of the Product(s) to conform to the applicable Product(s) specifications resulting from the combination of any Product(s) with hardware and/or software not supplied by Unibrain.

**CUSTOMER REMEDIES** Unibrain's entire liability with respect of claims for non conformance of the Product(s) made within the twenty four (24) months warranty period and customer's exclusive remedy shall be, at Unibrain's option, to repair or replace any of the Product(s) that does not meet Unibrain's Limited Warranty. Customer shall obtain a Return Merchandise Authorization (RMA) number from Unibrain prior to returning any Product(s) to Unibrain by contacting the RMA Department at +30-210-6640580 or e-mail at [rma@unibrain.com](mailto:rma@unibrain.com). The Customer shall pre-pay shipping charges for Product(s) returned to Unibrain and Unibrain shall pay freight charges for the return of the Product(s) to the Customer, excluding customs duties or taxes, if any. All returns require a dated proof of purchase by an authorized source of the Product(s) and the RMA form duly completed. Unibrain will not be responsible for Product(s) returned without an RMA or improperly packaged and/or damaged during carriage. If any Product(s) is reported as defective and/or non-conforming by Customer during the warranty period and said Product(s) shall be found not defective and/or conforming, Unibrain may, as its option, charge Customer for any labor provided and expenses incurred by Unibrain in connection with such determination, at Unibrain's then current rates.

**WARRANTY'S CONDITIONS** Unibrain's limited warranty obligations hereunder are subject to the following conditions: (i) proper installation, usage and continuous maintenance of the Product(s) by Customer, (ii) the Product(s) not being subject to unusual mechanical stress and/or unusual electrical or environmental conditions or other acts of God; (iii) the Product(s) not being subject to misuse, accident or any unauthorized installation and de-installation by Customer or any other third non authorized party; (iv) the Product(s) not being altered or modified in an unauthorized manner, unless approved in writing by Unibrain and/or its authorized dealers and/or (v) Customer has promptly installed all equipment Product(s) revisions which have been released for such Product(s) by Unibrain throughout the warranty period.

**NO OTHER WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES OF UNIBRAIN AND REMEDIES OF CUSTOMER SET FORTH IN THIS SECTION ARE EXCLUSIVE AND ARE GIVEN BY UNIBRAIN AND ACCEPTED BY CUSTOMER IN LIEU OF ANY AND ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OTHERS, WITH REGARD TO THE PRODUCT(S). ALL SUCH OTHER WARRANTIES BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED BY UNIBRAIN AND WAIVED BY CUSTOMER. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, YOU MAY HAVE OTHERS WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

**LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UNIBRAIN AND/OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT AND/OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION DAMAGES FOR THE LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND/OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT(S) AND/OR FAILURE TO PROVIDE SERVICES, EVEN IF UNIBRAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE UNIBRAIN'S ENTIRE LIABILITY, UNDER ANY PROVISION OF THIS AGREEMENT AND/OR ANY APPLICABLE LAW, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT(S). BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### Unibrain's Technical Support

Web site..... [www.unibrain.com](http://www.unibrain.com)  
Technical support e-mail..... [support@unibrain.com](mailto:support@unibrain.com)  
RMA e-mail..... [rma@unibrain.com](mailto:rma@unibrain.com)  
Telephone #....+30-210-6640580 (Europe & Asia) / +1-925-866-3000 (North & South America)  
Fax #.....+30-210-6646508 (Europe & Asia) / +1-925-866-3520 (North & South America)  
Unibrain S.A..... 19.5km Markopoulou Ave., 19002, Peania, Greece