

VisualCron End-User License Agreement

Last updated: June 24, 2024

This VisualCron End-User License Agreement (this "Agreement") is dated as of the date specified in the Sales Order (the "Effective Date") by and between You ("Licensee") and Unisoft International, Inc., dba SMA Technologies ("Licensor").

Scope of License

"We", "us" and "our" refer to the SMA Technologies company (with its initial development team and web site, <http://www.visualcron.com>). Licensor reserves all rights in and to the VisualCron product not expressly granted to you under this Agreement.

We hereby grant you a nonexclusive license to use one (1) copy of the VisualCron Server (the "Server") on any single computer, provided the Server software is in use only on one computer at any time. The "Software" includes the VisualCron Server, the VisualCron Client, and other software components downloaded from <http://www.visualcron.com>. "Use" means to download, install, access, execute, or otherwise benefit from the Software.

This is a license, not a sales agreement, between you, the end-user and Licensor. "You" and "your" refer to any person or entity acquiring or using the Software, documentation, or any other item from [visualcron.com](http://www.visualcron.com) ("VisualCron product") under the terms of this License Agreement, including any Affiliate, where "Affiliate" means any corporation or other legal entity that controls, is controlled by, or is under common control with you.

You may only copy the VisualCron product for back-up, disaster recovery, testing, and archival purposes, provided that the original and each copy is kept in your possession and that your installation and use of the VisualCron product does not exceed what is allowed by this Section.

The activation code delivered to you is personal to you and cannot be disclosed to any other person other than as a transfer of all your rights as described below. The use of your activation code by anyone other than you will be deemed a willful violation of this license.

Proprietary Rights

The VisualCron product is intellectual property of Licensor and is protected by Swedish copyright and patent laws, international treaty provisions, and applicable laws of the country in which it is being used. You agree to protect all copyright and other ownership interests of Licensor for all items in the VisualCron product supplied under this Agreement. You agree that all copies of the items in the VisualCron product, reproduced for any reason by you, contain the same copyright notices, and other proprietary notices as appropriate, as appear on or in the original items delivered by SMA Technologies or its predecessor NetCart AB.

Licensor retains title and ownership of the items in the VisualCron product, and all previous and subsequent copies, regardless of the form or media in or on which the original and other copies may exist. Except as stated above, this Agreement does not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the items in the VisualCron product.

Licensor may transfer the ownership of the VisualCron product to another owner without prior notice at any time, subject to the terms of this Agreement.

Licensor guarantees it is the owner of the VisualCron product and has the legal right to sell it.

Distribution

This VisualCron product may be freely distributed by special agreements between Licensor and other parties. Links to the <http://www.visualcron.com> website may be used and are encouraged. .

Things You May Not Do

- 1.Copy the VisualCron product except to make archival, disaster recovery, testing or backup copies, or as provided above;
- 2.Modify or adapt the Software or merge it into another program;
- 3.Reverse-engineer, disassemble, decompile or make any attempt to discover the source code of the Software;
- 4.Sell, sublicense, rent, lease, or lend any portion of the VisualCron product to any third party; or
- 5.Transfer the license to anyone.

Documentation

Documentation is provided online and by installation in PDF-format. Use Adobe Acrobat Reader to open the document. The Documentation can be changed anytime and therefore we highly recommend using the online documentation.

Updates of the online Documentation are generally done with a new software release; and as this is noted to our customers with a valid license and/or registered users, this also indicates that the Documentation may be updated.

Trial period

Each VisualCron product has a trial period of thirty (30) days. The trial period gives you a chance to fully test the software free of charge. After the trial period has ended, you will no longer be able to control the VisualCron Server through the VisualCron Client.

If the trial period has ended, there is no way of using future upgrades without ordering the full license. See Upgrade/Updates below.

Support limitations

- The end-user must have an active Maintenance License /VisualCron Product Subscription (“Subscription”) that is in good standing.
- The active Maintenance / Subscription License is required on the Server in question that the support is related to.
- The support is limited to the employees of the end-user. Any third party support or developers must have at least one (1) active Maintenance /Subscription License.

Perpetual vs Subscription license

As of February 14, 2022, VisualCron has migrated from Perpetual License model to Subscription license model. Licenses purchased before this date remain perpetual with the exception of the **Support limitations** (as described above). Using Cloud access features (mobile app, cloud servers functionality, etc.) requires an active Maintenance / Subscription License. With the new subscription license, the renewal of the Subscription is mandatory for Jobs to execute on the VisualCron Server.

Version - End of life support

Each version is supported for one (1) year after the release date. After that, an upgrade is recommended to enable all the technical changes that occur throughout the year. Release dates can be found [here](#).

License key

The license key will unlock the Software for use on the computer it is installed on. Once installed the license key can only be utilized on that computer Once the license key is used, the code can no longer be used and is considered inactive. . As such, activation is one (1) time only. Under limited circumstances, upon Licensor’s discretion , the license key can be reactivated and used again. You may request to move a license to another server. These operations (reset/transfer/move) require, a) that you have an active Maintenance account or Subscription in good standing; and b) that the operation is manually approved by Licensor’s staff.

Notwithstanding anything herein, we will use commercially reasonable efforts to ensure that we will not intentionally include any Trojan horses, worms, or other codes designed to disable the Software once installed pursuant to this Agreement.

Activation and deactivation of a license

The process of deactivating / moving a license requires that you have an active Maintenance account or Subscription in good standing.

License Types and Limitations

- a. *Single server license* - can be installed in and moved but may not be used on more than one (1) server at the same time. This can include an installation purpose, test, development, or production machine.
- b. *Site license* - allows unlimited server installations within a single physical location (i.e. data center).
- c. *Country license* - allows unlimited server installations within a single country.
- d. *World license* - allows unlimited server installations worldwide.

For "unlimited" cloud installations, it is up to discussion depending on usage, expected quantity, and locations. The suggested solution may result in a specific agreement that results in two (2) or more Site licenses, a Country license, or a World license.

Upgrades/Updates

Updates with new functionality and bug fixes may be released at any time. A Subscription is necessary to receive updates and upgrades to a newer version. A Subscription also gives you access to support.

Reporting of Bugs

While it is not our intent that you should find bugs, if you do find issues with our product, please report them to us on the [contact web page](#).

Lifetime of VisualCron

Support

Support is limited such that it will only support the Software functions, No products or commands, outside the VisualCron download, are supported. In addition, Support is limited to the product life cycle described in Upgrades/Updates.

Term and Termination

This License Agreement takes effect upon your downloading or acquisition of the VisualCron software and remains effective until the end of the Trial Period or if terminated by you or Licensor, whichever is earlier. You may terminate this Agreement at any time by no longer using VisualCron and destroying all copies of the software in your possession. This License Agreement will terminate upon thirty (30) days written notice if you fail to comply with any of its terms or conditions. At which time, You agree to destroy all copies of the VisualCron software in your possession.

Product lifetime

The VisualCron product may cease to exist anytime without notice. All VisualCron product services, like support, upgrades and unlocking, will then also cease to exist. Notwithstanding anything herein to the contrary, in the event the VisualCron product ceases to exist with respect to support or availability, You shall retain all rights to use the product pursuant to the license set forth herein, except for the right to receive support, upgrades, or updates.

Confidentiality

"Confidential Information" means all information and materials obtained by a party (the "Recipient") from the other party (the "Disclosing Party"), whether in tangible form, written or oral, that is identified as confidential or would reasonably be understood to be confidential given the nature of the information and circumstances of disclosure, including without limitation Customer Data, the Software, VisualCron, and

the terms and pricing set out in the Order Documents. Confidential Information does not include information that (a) is already known to the Recipient prior to its disclosure by the Disclosing Party; (b) is or becomes generally known through no wrongful act of the Recipient; (c) is independently developed by the Recipient without use of or reference to the Disclosing Party's Confidential Information; or (d) is received from a third party without restriction and without a breach of an obligation of confidentiality. The Recipient shall not use or disclose any Confidential Information without the Disclosing Party's prior written permission, except to its employees, contractors, directors, representatives or consultants who have a need to know in connection with this Agreement or Recipient's business generally, or as otherwise allowed herein. The Recipient shall protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of a similar nature but using not less than a reasonable degree of care. The Recipient may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order, provided that the Recipient provides prior notice of such disclosure to the Disclosing Party, unless such notice is prohibited by law, rule, regulation or court order. As long as an Order Document is active under this Agreement and for two (2) years thereafter, the confidentiality provisions of this Section shall remain in effect.

No Warranty

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General Provisions

This written Agreement is the exclusive Agreement between you and us concerning the VisualCron product and replaces and supersedes any prior communication, advertising, or representation concerning the VisualCron product.

This Agreement may be modified only in writing and signed by you and us.

In the event of litigation between you and us concerning the VisualCron product, the prevailing party in the litigation will be entitled to recover attorney fees and expenses from the other party.

Downloading and installing this Software indicates your acceptance of the foregoing agreement. If you choose to decline the foregoing agreement, you should not download or install the software.

This Agreement is governed by the laws of the State of Texas, United States of America (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. The UN Convention on Contracts for the International Sale of Goods does not apply. Any suit or legal proceeding must be exclusively brought in the US federal or state courts for the

jurisdiction of the main address of the defendant in such proceedings, and each party submits to this personal jurisdiction and venue.