



End-User License Agreement

By downloading, installing, copying, accessing or using this software, you agree to the terms of this end-user license agreement (EULA). If you are accepting these terms on behalf of another person or company or other legal entity, you represent and warrant that you have full authority to bind that person, company or legal entity to these terms.

But if you do not agree to these terms, kindly

- Do not download, install, copy, access or use this software; and
- Immediately return this software and proof of entitlement to the party from whom you acquired them.

License Grant

- a) Subject to the terms and conditions of this agreement, Aryson Technologies hereby grants to you a non-exclusive, non-transferable right to use this software for your own internal business operations. Additionally, rights are not granted to you for making any update and upgrade to any software.
- b) The software, including, without limitation, its object code and source code, whether or not provided to you, is strictly confidential to Aryson Technologies. The company (or its licensors) owns exclusively and reserves all – and you may not exercise any – right, title, and interest in and to the software, including, without limitation, all intellectual property rights in and to the software, except to the extent of the limited software use license granted to you in this agreement. This agreement is not an agreement of sale, and no title, intellectual property rights, or ownership rights to the software are transferred to you pursuant to this agreement. You acknowledge and agree that the software and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the software, all future Updates and Upgrades, and all other *improvements, revisions, corrections, bug-fixes, hot-fixes, patches, modifications, enhancements, releases, DATs, signature sets, upgrades, and policy* and database updates and other updates in, of, or to the software, all derivative works based upon any of the foregoing, and all copies of the foregoing are trade secrets and proprietary property of the company, having great commercial value to Aryson Technologies.

Terms and Conditions of Use

- a) **Use:** Each software product of Aryson Technologies may either be used by a single person or used non-simultaneously by two or multiple users who use the software personally

installed on a single workstation. Additionally, you may not make access to Aryson Technologies' software available to others in connection with a service bureau, application service provider, or similar business, nor permit anyone else to do so.

- b) **Copies:** You may copy the software as reasonably necessary for backup, archival or disaster recovery purposes.
- c) **General Restrictions:** This is not a concurrent user license. All rights of any kind in Aryson Technologies software, which are not expressly granted in this License, are entirely and exclusively reserved to and by Aryson Technology. You may not, and you may not cause or allow any 3rd party to: **(i)** decompile, disassemble or reverse-engineer the software; or create or recreate the source code for the software; **(ii)** remove, erase, obscure, or tamper with any copyright or any other product identification or proprietary rights notices, seal, or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any software or documentation; or fail to preserve all copyright and other proprietary notices in all copies of the software and documentation made by you; **(iii)** lease, lend or use the software for timesharing or service bureau purposes; sell, market, license, sublicense, distribute, or otherwise grant to any person or entity any right to use the software except to the extent expressly permitted in this agreement; or use the software to provide, alone or in combination with any other product or service, any product or service to any person or entity, whether on a fee basis or otherwise; **(iv)** modify, adapt, tamper with, translate, or create derivative works of the software or documentation; combine or merge any part of the software or documentation with or into any other software or documentation; or refer to or otherwise use the software as part of any effort to develop software having any functional attributes, visual expressions, or other features similar to those of the Software or to compete with Aryson Technologies; **(v)** except with Aryson Technologies' prior written permission, publish any performance or benchmark tests or analysis relating to the software; or **(vi)** attempt to do any of the foregoing. You may not run or operate the software in a cloud, Internet-based computing, or similar on-demand computing environment.

Limited Warranties and Disclaimer

- a) **Exclusive Remedy:** In case of any breach or infringement, as your exclusive remedy and Aryson Technologies' entire obligation and liability Aryson Technology will **(i)** repair or replace the software or **(ii)** if such repair or replacement would in Aryson Technologies' opinion be commercially unreasonable, upon Aryson Technologies' receipt of your written representation and promise that you have removed all instances of the software and will not use the software, refund the price paid by you for the applicable software.
- b) **Exclusion of Warranty:** The above limited warranty will not apply if **(i)** the software is not used in the accordance with this agreement or the documentation, **(ii)** the software or any part of thereof has been modified by any entity other than Aryson Technologies, and/or **(iii)** any malfunction in the software has been caused by any equipment or software nor supplied by Aryson Technologies.

- c) **Disclaimer:** Except for the limited warranty set forth above, the software is provided **AS IS** and **AS AVAILABLE** basis, and Aryson Technologies makes no representations or warranties, and it disclaims all representations, warranties and conditions, oral or written, express or implied, arising from course of dealing, course of performance, or usage in trade, or otherwise, including, without limitation, implied warranties of merchantability, quality, fitness for a particular purpose, title, non-infringement, or systems integration. Without limiting the foregoing, Aryson Technologies makes no warranty, representation, or guarantee as to the software's use or performance and does not warrant, represent, or guarantee that the operation of the software will be failsafe, uninterrupted, or free-from errors or defects of that the software will protect against all possible threats.
- d) **High Risk Systems Terms:** The software may fail and is not designed, developed, tested, or intended to be reliable in the content of high risk systems. Without limiting anything else, Aryson Technologies has no responsibility for, and you will indemnify and hold harmless Aryson Technologies from, all claims, suits, demands, and proceedings alleging, claiming, seeking, or asserting, any liability, loss, obligation, risk, cost, damage, award, penalty, settlement, judgment, fine, or expenses arising from or in connection with your use of the software on or in a high risk system, including, without limitation, those that **(i)** could have been prevented by deployment of failsafe or fault-tolerant features to the high risk system, **(ii)** are based on a claim, allegation, or assertion that the functioning of the high risk system depends or depended on the functioning of the software or that the failure of the software caused a high risk system to fail.

Copyright © by Aryson Technologies. All Rights Reserved.