

End User License Agreement for Signal Scout

Please read this End User License Agreement (“EULA”) before You purchase or install the Signal Scout software.

By purchasing Signal Scout and using the Software, You agree, without reservation, to be bound by the terms of this EULA. If You do not agree with the terms of this EULA, please do not purchase Signal Scout or download and use the Software.

If You accept the terms and conditions in this EULA on behalf of a company or other legal entity, You warrant (‘guarantee’) that You have full legal authority to accept the terms and conditions in this EULA on behalf of such company or other legal entity, and to legally bind such company or other legal entity.

You may not accept this EULA if You are not of legal age to form a binding contract with Semaphore Software.

1 Definitions

1.1 In this EULA the expressions below shall have the meaning assigned to them in this clause, unless the context requires otherwise:

1.1.1 “Semaphore Software” Semaphore Software, LLC 1030 N. Rogers Lane, Ste. 121 #2089 Raleigh, NC 27610;

1.1.2 “Documentation” the detailed information about the Software, its features and the system requirements as made available on the website of Semaphore Software, as amended from time to time;

1.1.3 “Full version” the license for the Software for the term specified when You purchase the license, or in any applicable agreement concerning the purchase of the license (as stand-alone product or as part of a subscription) to Use the Software;

1.1.4 “Software” any software application and/or all of the contents of the files and/or other media, including software setup files, licensed to You by Semaphore Software, including any Updates;

1.1.5 “Updates” any modified versions and updates of, and additions to the Software (excluding upgrades of the Software);

1.1.6 “Use” the access, download, install, copy or get benefit from using the Software in accordance with the documentation.

1.1.7 “You”, the final and ultimate user of the Software or the authorized representative of a company or other legal entity that will be the final and ultimate user of the Software, and the company or other legal entity that will be the final and ultimate user of the Software, if applicable.

- 1.2** This EULA applies to any licenses granted to You by Semaphore Software for the use of the Software.
- 1.3** By purchasing Signal Scout and/or downloading and using the Software, You enter into this EULA with Semaphore Software.
- 1.4** This EULA may be modified from time to time. Semaphore Software will notify you of such modifications on its website or otherwise, e.g. by using the email address used for the purchase of Signal Scout. Any modifications to this EULA shall only apply upon acceptance by You.

2 License

- 2.1** Semaphore Software grants You a non-exclusive, non-transferable, limited, revocable license to Use the Software in accordance with this EULA. Semaphore Software reserves all rights not expressly granted to You.
- 2.2** Semaphore Software is and remains the owner of any intellectual property rights with respect to the Software. You shall not acquire any ownership to the Software as result of Your purchase of Signal Scout or Your Use of the Software.

3 Permitted Use And Restrictions

- 3.1** In order to be able to install the Software and receive Updates and upgrades, Your computer shall meet the system requirements described in the Documentation.
- 3.2** You may Use the Software on the licensed number of computers that are owned and operated by the purchasing entity. The Software may not be share outside of the purchasing entity's use. If such uses are detected, Semaphore Software may ask you to discontinue Your use of Signal Scout.
- 3.3** You shall Use the Full version in accordance with applicable laws and shall not:
 - 3.3.1** rent, lease, lend, sell, redistribute, sublicense or otherwise commercially exploit the Full version;
 - 3.3.2** assign the Full version without prior written approval of Semaphore Software;
 - 3.3.3** use the Full version for any unlawful or illegal activity, or to facilitate an unlawful or illegal activity;
 - 3.3.4** delete or alter any disclaimers, warnings, copyright or other proprietary notices accompanying the Software; or

3.3.5 copy, adapt, translate, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Software or any parts thereof.

3.4 Semaphore Software may modify the Software at any time at its sole discretion and without notice to You, for example to comply with applicable law or a court order, to avoid a third party infringement claim or to provide Updates and upgrades.

4 Maintenance And Support

4.1 Semaphore Software will notify You of any available Updates and upgrades.

4.2 You will be entitled to receive Updates free of charge for Your current version of the Software while you maintain a valid Full version.

4.3 Any maintenance and support provided by Semaphore Software, including the provision of Updates and upgrades, will be provided in an adequate way on an “as is” basis without any warranty (‘guarantee’), as soon as reasonably practicable, subject to availability of personnel.

5 Use Of Data

5.1 Semaphore Software and its subsidiaries may periodically collect and use technical and related data concerning the Software You have purchased, including about the version number of the Software You have installed and about the system You have installed the Software on. Semaphore Software will use such data to facilitate maintenance and support with respect to the Software, to improve its products and to provide further services or technologies to You.

5.2 Semaphore Software may process personal data with respect to You, if and to the extent necessary to provide the Full version, to provide maintenance and support to You with respect to the Software and to comply with its obligations under this EULA. To the extent Semaphore Software will process personal data, it will comply with its obligations under applicable data protection law.

6 Disclaimer

6.1 You Use the Software at Your own risk and the entire risk as to satisfactory quality, performance and accuracy is with You.

- 6.2** The Software and accompanying documentation are provided on an “as is” and “as available” basis without warranty (‘guarantee’) - express or implied- of any kind, and Semaphore Software specifically disclaims the warranty of fitness for a particular purpose. No oral or written advice given by Semaphore Software, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty and You may not rely upon such information or advice.

7 Liability Limitation

- 7.1** The liability of Semaphore Software and any third party that has been involved in the creation, production, or delivery of the Software for all damages arising out of or in any way relating to the License version, the Trial version, the License Key, the Software and/or this EULA shall in no event exceed the total amount of \$1.
- 7.2** Semaphore Software and any third party that has been involved in the creation, production, or delivery of the Software are under no circumstances liable for consequential or indirect damages (including damage for loss of profit, business interruption, loss of data, and the like arising out of the use or inability to use the Software).
- 7.3** The limitations of liability referred to in clause 7.1 and 7.2 shall not apply in the event that: (i) any negligence on the part of Semaphore Software leads to death or physical injury or (ii) damages arise from the intent, willful misconduct or gross negligence of Semaphore Software or the management of Semaphore Software.

8 Termination

- 8.1** This EULA will continue to be in force until the expiry or termination of the Full version.
- 8.2** Upon termination of the Full version or Trial version, You shall cease all use of the Software and shall destroy all copies thereof.
- 8.3** You acknowledge that the provisions of this EULA, which by their nature are intended to survive termination, will remain in effect after termination of this EULA.

9 Governing Law And Disputes

- 9.1** This EULA shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding its conflicts of law rules.
- 9.2** Any dispute between Semaphore Software and You shall exclusively be submitted to the competent court in the State of North Carolina, USA.