



FLUENTA

End User License Agreement

Fluenta UFM Manager Software

61.120.108.A

1. Scope

This End User Licence Agreement (herein EULA) applies to the supply of UFM Manager software to a Purchaser by Fluenta AS (a company registered under the laws of Norway) and all its branches and subsidiaries.

In addition to this agreement, in cases where software is purchased then the Fluenta Sales Terms and Conditions will additionally apply. These terms and conditions can be provided on request.

Read these terms carefully before using the software. The use of the software is conditional on acceptance of these terms and conditions.

2. Rights of Use

Fluenta AS grants the Purchaser a revocable, non-exclusive, non-transferable, limited right to use the software in accordance with these terms of use.

UFM Manager software is provided solely for use with hardware supplied by Fluenta. The use on any other equipment is not supported.

UFM Manager software is delivered as an executable binary file for use on PCs running Microsoft Windows 8.1 ® or later operating systems only.

The Purchaser must not attempt to modify, disassemble or otherwise reverse engineer the software.

3. Free Version

Fluenta's UFM Manager Software contains a free version. This version can be downloaded from the Fluenta website without cost, installed on as many computers as required by the customer, and will work for an unlimited duration. Functionality on the free version is limited.

The term of licence for the free version is not limited.

4. Purchased Licences

Advanced functionality requires the purchase of a licence. Licences are specific to the serial number of the meter (or meters) which have been requested and are valid for a specified amount of time. Licence files will be supplied via email.

UFM Manager can be installed on multiple computers within the Purchaser's organisation, and licence files may also be copied to each machine.

When licences expire, the software will revert to the free version until such time as a new valid licence is applied. The term of licence for the paid version runs concurrently with the licence validity.

Licences cannot be transferred and must not be provided to anyone outside the purchaser's organisation. The purchaser may not grant any sub-licences of the software.

If the software licence is being purchased by an intermediary, reseller, partner or other service provider on behalf of an end user, this must be made clear at the time of purchase. In these cases specific rights to transfer the licence to the end user will be granted.

5. Intellectual Property

Intellectual Property means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether registered or not.

UFM Manager software and any copies you make are the intellectual property of Fluentia AS. This intellectual property is protected by law, including but not limited to international laws of copyright.

Fluentia AS retains ownership of all trademarks, servicemarks, wordmarks and logos within the software.

6. Disclaimer of Warranties

The purchaser acknowledges and agrees that the use of UFM Manager is at the sole risk of the Purchaser to the maximum extent permitted by applicable law.

UFM Manager and the services it provides are provided “as is” with all and any faults and without warranty of any kind. The purchaser disclaims all warranties either implied or statutory including quality and fitness for purpose. No information provided by Fluentia AS to the Purchaser shall be considered to create or offer a warranty.

7. Limitation of Liabilities

To the extent permitted by law, Fluentia AS will not accept any responsibility for injury or consequential damage to people or property, loss of data, business interruption or any other commercial losses arising from the use of this software or the inability to use this software, however caused, even if the purchaser has been advised of the possibility of such damages.

8. Software Updates

Updates to UFM Manger will be made from time to time. The software may or may not offer automatic or semi-automatic updates. The latest version of the software can be obtained by visiting www.fluentia.com or contacting your local Fluentia representative.

Purchased licences with time remaining will be honoured in the event of software updates.

9. Governing Law

This agreement shall be governed by Norwegian law. All disputes arising thereof shall be settled by arbitration in Oslo.

10. Contact Fluentia

Visit www.fluentia.com for the most up to date contact details for your local Fluentia sales office.

