

Condence End-User License Agreement

Updated	2023-12-01
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1 General

The use of software from Distence Ltd ("CONDENCE software") is covered by the following license terms. You agree to have purchased a license or licenses for the CONDENCE software and to be bound to these terms and conditions stated in this CONDENCE End-user license agreement, if you use the CONDENCE software.

If you do not agree to the terms of this license agreement (EULA), then you must not use the software.

Return and negotiate on terms to return the Product and, depending on the local seller's policy, get a refund.

2 Grant of License

Provided that you comply with all the terms and conditions of this agreement, Distence Ltd grants you a perpetual, worldwide, non-exclusive license to use the CONDENCE software in accordance with the terms set herein. No expressed indication of your intention is required in writing or otherwise, by the use of this software you agree to be bound by the terms and conditions in this EULA.

3 Restrictions of use

You may not yourself, or permit others to:

- a) decompile, reverse engineer or disassemble the CONDENCE software;
- b) modify, adapt, translate or incorporate the CONDENCE software, either in whole or in part to any other product, nor to create any new software or product based on the CONDENCE software;
- c) copy the software documentation or use the documentation for any other purpose than to support the permitted use of the CONDENCE software;

4 Backup copy

Distence Ltd will keep backup copy of the CONDENCE software in the SaaS service and configuration stored in the SaaS service. For clarity's sake it is mentioned that this excludes e.g. third party sensor.

All other copying of the CONDENCE software and software documentation, if not expressly granted in this EULA, is not allowed.

5 Reservation of rights and ownership

Distence Ltd reserves all rights not expressly granted in the EULA. The CONDENCE software is protected by laws and treaties covering copyrights and intellectual property. All copyrights and intellectual property is owned by Distence Ltd, or the respective owners of software components licensed by Condence. The CONDENCE software remains the property of Distence Ltd. These rights include potential new intellectual property rights generated from processing the data.

6 Transfer of rights

You may transfer all your rights regarding this EULA provided that:

- a) you transfer access to the entire CONDENCE software, including all versions, components and documentation;
- b) the recipient agrees to be bound to these terms and obligations in this EULA

7 Updates and associated components and products

This EULA applies for all versions of CONDENCE software, including add-on components, software interfaces, SDKs, supplements, service packs, bug fixes and drivers, whether included together with the original CONDENCE software, made available after the original purchase, or acquired or purchased separately. Any and all supplemental software by CONDENCE, or for the CONDENCE software, delivered after the purchase of the original CONDENCE software, is considered a part of the CONDENCE software, and to be under the terms and conditions of this EULA.

8 Modification of software

Distence Ltd reserves all rights to modify, alter or terminate each and all features supported in this version of CONDENCE software in future versions of the CONDENCE software without notice of any kind. On its sole discretion, Distence Ltd may or may not provide upgrades or updates to this software.

9 User account and access

Every CONDENCE user must have their own personal account for logging in and using CONDENCE. CONDENCE user account and privileges are personal and are not meant to be shared between users.

User account and access expect a natural person as the user. One natural person is allowed to have multiple user accounts. The use of an automated system or software to extract data from CONDENCE ("screen scraping") is prohibited.Ltd.

10 Termination

Failure to comply with all the terms and conditions set forth in this EULA is considered a major breach of this agreement, and entitles Distence Ltd to terminate this EULA without a prior notice. In such an event, you are obliged to cease all use of CONDENCE software, and to destroy its documentation in your possession immediately.

11 Disclaimer of warranties

The CONDENCE software is provided to you strictly AS IS, with all its faults and errors. Distence Ltd hereby disclaims all other warranties and terms, except those issued separately by Distence Ltd in writing, whether express, implied, or statutory, including but not limited to any (if any) implied warranties, duties, conditions of merchantability, fitness for a particular purpose, results, or correspondence to descriptions regarding the CONDENCE software.

If a separate CONDENCE Service Level Agreement (SLA) is issued for the CONDENCE software, or if a separate Condence Software Maintenance Agreement (SMA) is issued, their terms will override these terms.

12 High-risk applications

THE PRODUCT IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ON-LINE CONTROL SOFTWARE, AS AN ON-LINE MACHINE PROTECTION SYSTEM, IN ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS, BUT NOT LIMITING TO, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS, IN WHICH THE FAILURE OF THE PRODUCT COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH-RISK APPLICATIONS"). CONDENCE and its resellers and suppliers specifically disclaim any express or implied warranty of fitness for High-Risk Applications

13 Exclusion of Incidental, Consequential and certain other damages

In no event, shall Distence Ltd or its resellers or suppliers be liable for any direct, special, incidental, punitive, indirect or consequential damages whatsoever, arising out of, or in any way related to the use of, or the inability to use the software, the provision of, or failure to provide support or any other services or information, or otherwise under or in connection with any provision of this EULA.

Condence software is intended for professional use. Users are allowed to make configurations with the tools provided that Distence Ltd has no control over. All data collected, analysed and visualised for the user is intended to be interpreted by professionals aware of these configurations and methods of analysing machine conditions. Some tools provided in the software include predictions based on mathematical models to assist the user to evaluate data and are not to be used as deterministic statements of the future.

14 Limitation of Liability and Remedies

Notwithstanding any damages that might incur to you for any reason whatsoever, the entire liability of Distence Ltd and any of its resellers or suppliers, under any provision of this EULA, your exclusive remedy for all of the foregoing shall be limited to the greater of the actual damages you incur in reasonable reliance on the CONDENCE software, up to the amount actually paid by you for the software, or five (5) euro.

15 Applicable law

This EULA is governed by the laws of Finland, of the European Union, excluding its choice of laws and principles.

16 Entire Agreement, severability

This EULA constitutes the entire agreement between You and Distence Ltd relating to the CONDENCE software, including its add-ons, plug-ins, drivers and documentation. This agreement supersedes all previous communication, whether oral or written, proposals and representations regarding the CONDENCE software or any issue covered by this EULA. If any provision of this EULA is held void, invalid, unenforceable or illegal due to local legislation, all other provisions shall remain valid in full.

17 Updates and renewal of terms

EULA terms might require frequent updates due to the frequent development of services. Distence Ltd reserves unilateral right to update and renew these terms. Update needs might emerge from individual points or be more generic. When a new version of this document becomes available, the new version will automatically supersede the old version, making the old version obsolete. Refer to <https://support.condence.io> for the latest official version.