

BY CLICKING THE “*I ACCEPT THE LICENSE AGREEMENT*” BOX OR INSTALLING THE SOFTWARE PROGRAM FROM 3D SMITH CHART TOOLS (“THE COMPANY”) THE INDIVIDUAL, EDUCATIONAL OR NON-PROFIT INSTITUTION, GOVERNMENTAL AGENCY OR ANY OTHER ENTITY (“BENEFICIARY”) AGREES TO BE BOUND BY THIS LICENSE AGREEMENT (“AGREEMENT”).

IF THE BENEFICIARY DOES NOT AGREE TO THIS AGREEMENT DO NOT SELECT THE “*I ACCEPT THE LICENSE AGREEMENT*” BOX AND DO NOT USE THE SOFTWARE PROGRAM.

THE “EFFECTIVE DATE” FOR THIS AGREEMENT IS THE DAY CUSTOMER CLICKS THE “*I ACCEPT THE LICENSE AGREEMENT*” BOX.

THE SOFTWARE DOES NOT COLLECT OR SEND ANY PRIVATE OR SENSITIVE INFORMATION. THE ONLY COMMUNICATION WITH A THIRD PARTY SERVICE IS DONE FOR THE PURPOSE OF ACTIVATING OR VALIDATING YOUR LICENSE KEY. THIS COMMUNICATION IS DONE IN A SECURE WAY AND THE INFORMATION SENT IS ONLY USED FOR THE STATED PURPOSE.

ARTICLE 1. DEFINITION OF TERMS

The Company – The company 3D Smith Chart Tools S.R.L. who develops the Software and is allowed to grant a right to use it under the present Agreement;

The Beneficiary – The individual, educational or non-profit institution, governmental agency or any other entity that accepts the present Agreement;

The Customer - The individual, educational or non-profit institution, governmental agency or other entity that reads the present Agreement, irrespective of accepting it or not and with legal capacity to place an order;

License Agreement or **Agreement** – The present documents which sets the terms and conditions in which the Software is licensed to the Beneficiary, as well as the rights, limitations and restrictions associated with the Software License which govern the use of the Software;

Software License - A license granted under this Agreement by the Company with respect to the Software;

Software or **Software Program** - The software program “3D Smith Chart”, a 3D telecommunications design tool with applications mainly in high frequency engineering, in compiled executable format, licensed from the Company or purchased from the Company or its Authorized Partners. Software may also include additional features or functionalities;

Authorized Partner - Any of the Company’s distributors or other business partners that are authorized to sell Support or the Software license rights granted under this Agreement;

Support - All maintenance and/ or support software, updates, upgrades, patches, fixes and/or new versions of the Software provided to the Beneficiary according to Article 6 in this Agreement;

License File – a file that contains the License Key;

License Key – A series of numbers and/ or letters provided to the Beneficiary when purchasing any of the license models available, which should be entered by the Beneficiary during the installation of the Software in order to be able to use it;

Documentation – The materials, User Guide and any documentation provided by the Company together with the Software License to serve the Beneficiary as a guide to use the Software;

Company Website – the website www.3dsmithchart.com.

ARTICLE 2. GRANT OF LICENSE

2.1. The Company grants to the Beneficiary a **perpetual** (subject to the termination provisions in Article 10), **non-exclusive, non-assignable, non-transferrable, non-sublicenseable, world-wide** license to download, install and execute the Software or Documentation as identified in Article 1.

2.2. The Software License, once activated using the License Key can be used on a single (1) device.

ARTICLE 3. OWNERSHIP

The original and any copies of the Software, including any source code that is licensed to Beneficiary, any translations, compilations, partial copies, modifications, upgrades and updates, as well as the Documentation and all related intellectual property rights and other proprietary rights are and shall remain the sole property of the Company.

ARTICLE 4. LICENSE FEES

4.1. The Software License is available in 4 (four) versions:

1. **Standard License – 99.99 Euro;**
2. **Student License – 49 Euro** – available only for students. In this case, at the purchase of this version, each student must use an e-mail address from a university account, through which must confirm his academic status;
3. **Bundle License – 79 Euro** – available at the purchase of more than on (1) License;
4. **Educational License – 69.99 Euro** – available only for Universities at the purchase of a package of minimum five (5) Licenses.

4.2. Our process involves manual verification of the payment. The Company shall do it's best effort to ensure that the Software, License File and Documentation are delivered in the shortest time possible after the payment. In exceptional circumstances or extra loads on the servers of the Company, the process may take up to a few hours, but no more than 24 hours from the moment of payment.

4.3. The License Fee shall be payable in full as one single payment.

4.4. The Company shall not be held liable for any problems/ impediments that might arise at the moment of payment. The Company however undertakes to make all efforts in order to remedy the problem.

4.5. Proxy purchases (the purchase of a Student License for somebody else who is not a student) are not allowed. Should the Beneficiary cannot make the proof of the current academic status (student), the Company reserves it's right to invalidate the License Software and return the payment.

ARTICLE 5. OBLIGATIONS OF THE BENEFICIARY

By this Agreement, the Beneficiary undertakes the express obligations:

1. not to release any copy of the Software;
2. not to assign, transfer or sublicense the Software to any third parties;
3. not to allow any third parties to use or copy (including making a backup copy) of the Software. The Beneficiary is allowed however to make one copy of the Software for back-up or archival purposes;
4. not to provide or to otherwise make available in any form the Licensed Software, or any portion thereof, to any person other than employees of the Beneficiary without the prior written consent of the Company.

ARTICLE 6. MAINTENANCE AND SUPPORT

6.1. If during the 1st year of this Agreement, the Beneficiary notifies the Company of a substantial program error respecting the Software, or the Company has reason to believe that an error exists in the Software and so notifies the Beneficiary, the Company shall at its expense verify and attempt to correct such error within thirty (30) working days after the date of notification. If the Beneficiary is not satisfied with the correction, then the Beneficiary may terminate this Agreement, but without refund of any amount paid to the Company or release of any amounts due the Company at the time of termination.

6.2. In the case that the Beneficiary has technical questions in the use of the Software during the 1st year of this Agreement, the Beneficiary may submit those questions to the Company, which shall provide consulting to answer such questions without charge to the Beneficiary up to a maximum of five (5) days for each Licensed Software.

6.3. Any such Technical Support shall be provided in the Company's sole discretion without any guarantee or warranty of any kind.

ARTICLE 7. UPDATES AND UPGARDES

7.1. By accepting this Agreement, you consent to receive updates and upgrades to the Software that will be transmitted by the Company automatically or by download from the Website of the Company.

7.2. The Software License is available for all minor version updates for all time. For all major updates a new Software License is required.

ARTICLE 8. LIMITATION OF LIABILITY

8.1. The Beneficiary acknowledges that the Software has not been developed to meet its individual requirements, and that it is therefore the Beneficiary's responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet such requirements. The Software and Documentation is supplied only for the Beneficiary's private use or internal use for its business, and not for any re-sale purposes or for the provision of the Software (whether directly or indirectly) to third parties. The Company shall not under any circumstances whatever be liable to the Beneficiary, its affiliates, officers, directors,

shareholders, employees, agents or other representatives, for loss of profits, sales, business, or revenue, business interruption, loss, of anticipated savings, loss or corruption of data or information, loss of business opportunity, goodwill or reputation or any indirect or consequential loss or damage.

8.2. The Company does not warrant that the Software will be uninterrupted or error free or that the errors will be corrected.

8.3. Anyone using, testing, or evaluating the Software bears all risk to the quality and performance of the Software. In no event shall the Company be liable for any damages of any kind, including, without limitation, direct or indirect damages arising out of the use, performance, or delivery of the Software, even if the Company has been advised of the existence or possibility of such damages.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS

9.1. The Software is protected by Romanian copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Company is and shall remain the owner of all intellectual property rights in the software.

9.2. The Beneficiary may not reverse engineer, de/recompile, disassemble, create derivative works, modify, translate, or make any attempt to reconstruct or to discover the source code for Software or underlying ideas, algorithms, file formats, programming or interoperability interfaces or functionality of the Software.

9.3. All trademarks used in the Software or in associated materials are the property of their respective owners.

9.4. The Beneficiary may freely use the images and content resulted upon use of the Software for it's own private or internal use, provided the Beneficiary mentions their source by indicating the Website of the Company (<http://www.3dsmithchart.com>) where the Software is available.

ARTICLE 10. TERMINATION

10.1. The Agreement is effective upon the Beneficiary's click of the "*I ACCEPT THE LICENSE AGREEMENT*" BOX, and shall remain in effect until termination or expiry.

10.2. If the Beneficiary breaches the Agreement, the Company may terminate the Agreement immediately by notice to the Beneficiary.

10.3. The Beneficiary may terminate the Agreement on written notice to the Company if the Company is in breach of this Agreement and fails to cure the breach within 10 (ten) working days of receiving notice of such breach.

ARTICLE 11. MISCELLANEOUS

11.1. No term of this License Agreement is intended to confer a benefit on, or to be

enforceable by, any person or entity who did not agree to this Agreement by clicking the “*I ACCEPT THE LICENSE AGREEMENT*” BOX.

11.2. The Beneficiary shall notify the Company of an e-mail address for the provision of any notices and correspondence in connection with this Agreement and shall notify the Company via e-mail at contact@3dsmithchart.com or via the Contact rubric on the Company Website of any change(s) to that e-mail address.

11.3. In the event of invalidity of any provision of this Agreement, the invalidity shall not affect the validity of the remaining provisions of this Agreement.

11.4. This Agreement is governed by the laws of Romania and by international copyright regulations and treaties. The exclusive jurisdiction and venue to adjudicate any dispute arising out of these License Agreement shall be of the courts of Romania. Nothing in this License Agreement will diminish any rights the Beneficiary may have under existing consumer protection legislation or other applicable laws in the Beneficiary’s jurisdiction that may not be waived by contract.

For any questions, complaints or claims with respect to the Software, or if you desire to contact 3D Smith Chart Tools for any reason, please address:

3D Smith Chart Tools S.R.L., Teleajan Street, No.14, Apartment 1, Sector 2, Bucharest, Romania

E-mail: contact@3dsmithchart.com

Phone: +34 711 73 74 18

Website: www.3dsmithchart.com

Contact person: Andrei Muller, andrei.stefan1@gmail.com

