

Unilogiq License Agreement

End-User License Agreement (EULA) of Unilogiq Control4 driver

Important - Read Carefully

This End-User License Agreement ("EULA") is a legal agreement between you ("Licensee") and Unilogiq UG (haftungsbeschränkt) ("Licensor"), the author of Unilogiq Control4 drivers, including all HTML files, XML files, Java files, graphics files, animation files, data files, technology, development tools, scripts and programs both in object code and source code, the deliverables provided pursuant to this EULA, which may include associated media, printed materials, and "online" or electronic documentation.

This EULA agreement governs your acquisition and use of the "Software" directly from the "Licensor" or indirectly through the "Licensors" authorized reseller or distributor (a "Reseller").

Please read this EULA agreement carefully before completing the installation process and using the "Software". It provides a license to use the Unilogiq Control4 driver software and contains warranty information and liability disclaimers.

If you register for a free trial of the Unilogiq Control4 driver software, this EULA agreement will also govern that trial. By clicking "accept" or installing and/or using the Unilogiq Control4 driver software, you are confirming your acceptance of the Software and agreeing to become bound by the terms of this EULA agreement.

If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install or use the Software, and you must not accept this EULA agreement.

This EULA agreement shall apply only to the Software supplied by the “Licensor” herewith regardless of whether other software is referred to or described herein. The terms also apply to any “Licensors” updates, supplements, Internet-based services, and support services for the Software, unless other terms accompany those items on delivery. If so, those terms apply.

License Grant

“Licensor” hereby grants you a personal, non-transferable, non-exclusive licence to use the Unilogiq Control4 driver software on your devices in accordance with the terms of this EULA agreement. The software is distributed by digital download.

You are permitted to load the Unilogiq Control4 driver software on a Control4 device under your control. You are responsible for ensuring your device meets the minimum requirements of the Unilogiq Control4 driver software.

You may install and use a maximum of one (1) copy of the software, and make multiple back-up copies of the Software solely for Licensee’s business and personal use.

You are not permitted to:

- Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such things
- Reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose
- Allow any third party to use the Software on behalf of or for the benefit of any third party
- Use the Software in any way which breaches any applicable local, national or international law
- Use the Software for any purpose that Unilogiq UG (haftungsbeschränkt) considers is a breach of this EULA agreement

Intellectual Property and Ownership

Licensor shall at all times retain ownership of the Software as originally downloaded by you and all subsequent downloads of the Software by you. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software,

including any modifications made thereto) are and shall remain the property of the Licensor. The software is protected by all applicable copyright laws and international treaties.

Licensor reserves the right to grant licences to use the Software to third parties.

Warranty Disclaimer

Licensor, and author of software, hereby expressly disclaim any warranty for the software. The software and any related documentation is provided "as is" without warranty of any kind, either express or implied, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Licensee accepts any and all risks arising out of use or performance of the software.

Limitation of Liability

Licensor shall not be liable to Licensee, or any other person or entity claiming through Licensee any loss of profits, income, savings, or any other consequential, incidental, special, punitive, direct or indirect damage, whether arising in contract, tort, warranty, or otherwise. These limitations shall apply regardless of the essential purpose of any limited remedy. Under no circumstances shall Licensor's aggregate liability to Licensee, or any other person or entity claiming through Licensee, exceed the financial amount actually paid by Licensee to Licensor for the software.

Termination

This EULA agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time upon written notice to Unilogiq UG (haftungsbeschränkt).

It will also terminate immediately if you fail to comply with any term of this EULA agreement. Upon such termination, the licenses granted by this EULA agreement will immediately terminate and you agree to stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination of this EULA agreement.

Governing Law

This EULA shall be governed by and construed under the laws of Germany as applied to agreements entered into and to be performed entirely within Germany between German or EU residents.

The parties agree that the United Nations Convention in Contracts for the International Sale of Goods and the German International Private Law are specifically excluded from application to this EULA.

The parties hereby submit to the jurisdiction of, and waive any venue objections against, the Landgericht Berlin, Germany, in any litigation arising out of this EULA.

Entire Agreement

This EULA constitutes the entire agreement between Licensor and Licensee and supersedes all prior understandings of Licensor and Licensee, including any prior representation, statement, condition, or warranty with respect to the subject matter of this EULA.

In case you have any questions concerning this EULA, or if you desire to contact Unilogiq for any reason, please contact Unilogiq UG directly.

Contact

Unilogiq UG (haftungsbeschränkt)
Zimmermannstr. 12
12163 Berlin, Germany
contact@unilogiq.com

Version: 1.1 - January 2019

Copyright (c) 2019 Unilogiq UG