OSHA license agreement

This Software end user license agreement ("*EULA*") is a legal agreement between You and Osha author. You must take the time to carefully read and understand it before completing the installation or updating process and using the "*Software*", as it sets out the basis upon which we license the "*Software*" for use.

By clicking "accept agreement" when you first install the "*Software*", or during any update to it, you agree to be bound by the provisions of this "*EULA*" and consequently agree that you or any person you authorize to use the Software will comply with the provision of this "*EULA*".

If you do not agree to be bound by the provisions of this "*EULA*", you must not install and/or use this "*Software*" and, if applicable, you must uninstall it and remove any copy.

Agreement

1. Definitions

1.1 Except to the extent expressly provided otherwise, in this "*EULA*":

"**Charges**" means those amounts that the parties have agreed during Osha (*lite* or *full* version) software ordering shall be payable by the "*User*" to the "*Licensor*" in respect of this "*EULA*";

"**Content**" means any imagery, data, product, service, analysis, tool or work licensed by "*Licensor*" under the terms of this "*EULA*", including, without limitation, information product and digital data sets.

"**Documentation**" means the documentation for the "*Software*" produced by the "*Licensor*" and delivered or made available by the "*Licensor*" to the "*User*";

"**Effective Date**" means the date upon which the "*User*" gives the "*User*'s" express consent to this "*EULA*", following the issue of this "*EULA*" by the "*Licensor*";

"**EULA**" means this end user licence agreement, including any amendments to this end user licence agreement from time to time;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights,

confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Licensee**" means "User" as defined below;

"**Licensor**" means Albert BRISSART, an independent developer fond of socionics, living in France.

"**Licensor Indemnity Event**" has the meaning given to it in Clause 13.1;

"**Maintenance Services**" means the supply to the "*User*" and application to the "*Software*" of "*Updates*" and "*Upgrades*";

"**Minimum Term**" means, in respect of this "*EULA*", the period of 12 months beginning on the "*Effective Date*";

"**Party**" or "**Parties**" means individually "*Licensor*" or "*Licensee*" and collectively "*Licensor*" and "*Licensee*".

"**Services**" means any services that the "*Licensor*" provides to the "*User*", or has an obligation to provide to the "*User*", under this "*EULA*";

"**Software**" means "*OSHA demo" or unregistered version, "OSHA Lite" registered version, "OSHA full" registered version*;

"**Software Defect**" means a defect, error or bug in the "*Software*" having an adverse effect on the appearance, operation, functionality or performance of the "*Software*", but excluding any defect, error or bug caused by or arising as a result of:

(a)   any act or omission of the "*User*" or any person authorised by the "*User*" to use the "*Software*";

(b)   any use of the "*Software*" contrary to the "*Documentation*" by the "*User*" or any person authorised by the "*User*" to use the "*Software*";

(c)   a failure of the "*User*" to perform or observe any of its obligations in this "*EULA*" and/or

(d)   an incompatibility between the "*Software*" and any other system, network, application, program, hardware or software not specified as compatible in the "*Software Specification*".

"**Software Specification**" means the specification for the "*Software"* set out in the "*Documentation*";

"**Source Code**" means the "*Software"* code in human-readable form or any part of the "*Software"* code in human-readable form, including code compiled to create the "*Software"* or decompiled from the "*Software"*, but excluding interpreted code comprised in the "*Software"*;

"**Support Services**" means support in relation to the use of the "*Software*" and the identification and resolution of errors in the "*Software*", but shall not include the provision of training services whether in relation to the "*Software*" or otherwise;

"**Term**" means the term of this "*EULA*", commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2;

"**Update**" means a hotfix, patch or minor version update to the "*Software*";

"**Upgrade**" means a major version upgrade of the "*Software*";

"**Use**" means storing, loading, installing, executing or displaying the "*Software*";

"**User**" means the company, entity or person to whom the "*Licensor*" grants a right to use the "*Software*" under this "*EULA*" and whose funds are used to pay the license fee.

"**User Indemnity Event**" has the meaning given to it in Clause 13.3;

"**You**" means the "*User*"

2. Credit

2.1 This document was created using a template from SEQ Legal (http://www.seqlegal.com).

3. Term

3.1 This "*EULA*" shall come into force upon the "*Effective Date*".

3.2 This "*EULA*" shall remain in effect until terminated, subject to termination in accordance with Clause 15.

4. Licence

4.1 The "*Software*" is owned and copyrighted by the "*Licensor*". Your license confers no title or ownership in the "*Software*" and should not be construed as a sale of any right in the "*Software*".

4.2 The "*Licensor*" reserves all rights not expressly granted to the "*User*" under this "*EULA*".

4.3 The "*Licensor*" hereby grants to the "*User*" from the date of the "*Software*" downloading by the "*User*" until the end of the "*Term*" a worldwide, non-exclusive, non-transferable, non commercial limited right to:

(a) install at any one time a single instance of the "*Software*" on a single computer owned and controlled by the "*Licensee*";

(b) "*Use*" in accordance with the "*Documentation*" at any one time a single instance of the "*Software*" on a single computer owned and controlled by the "*Licensee*"; and

(c)   create, store and maintain up to one full back-up copy, that is to say with all original proprietary notices, of the "*Software"* as protection from disk or computer failure.

(d)   distribute the "*Demo Version*" of the "*Software*" as long as you do not change it in anyway, make it look like it is your own or include it with another program. If you distribute the "*Software*", you must make it free of charge and clear that it is a program by itself and by "*Licensor*".

subject to the limitations and prohibitions set out and referred to in this Clause 4.

4.4   If permission for corporate or commercial use is needed, please contact us at http://osha.socionika.free.fr/#a5

4.5   This "EULA" is personal to the "*User*" and the "*User"* may not assign, transfer, sub-contract, sub-license or otherwise part with this "EULA" or any right or obligation granted under it without the prior written consent of the "*Licensor*".

4.6   Save to the extent expressly permitted by this "*EULA"* or required by applicable law on a non-excludable basis, any licence granted under this Clause 4 shall be subject to the following prohibitions:

(a)   the "*User"* must not sell, resell, rent, lease, loan, supply, translate, publish, distribute or redistribute the "*Software".* This license is not transferable to any other system, or to another organization or individual;

(b)   the "*User"* must not make any alteration, modification, adaptation, improvement, enhancement, translation, edition or derivative work from the "*Software"*;

(c)   the "*User"* must not disable any licensing or control features of the "*Software"* except as an intended part of the software programming features;

(d)   the "*User"* must not disassemble, decompile, de-obfuscate or reverse engineer, or attempt to disassemble, decompile, de-obfuscate or reverse engineer, or attempt to derive the source code of, or decrypt the "*Software"* in whole or in part;

(e)   the "*User"* must not remove, alter or obscure any files or document, including this "*EULA*", installed during the installation process as they are all parts of the "*Software*";

(f)   the "*User"* must not make the "*Software*" available over a network or other environment permitting access or use by multiple users at the same time; and

(g)   the "*User"* must not create derivative works based on the "*Software*" nor use any proprietary information or interfaces of the "*Licensor*" or other intellectual property of the "*Licensor*" in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the "*Software*".

4.7 The "*User"* shall be responsible for the security of copies of the "*Software"* supplied to the User under this "*EULA"* or created from such copies and shall use all reasonable endeavours (including all reasonable security measures) to ensure that access to such copies is restricted to persons authorised to use them under this "*EULA"*.

5.   Source code

5.1 In accordance with Clause 4.5, nothing in this "*EULA"* shall give to the "*User"* or any other person any right to access or use the "*Source Code"* or constitute any licence of the "*Source Code"*.

6.   Maintenance Services

7.   Support Services

8.   Copyright and Intellectual Property Rights

8.1 The "*Software"* and all rights, without limitation including proprietary rights therein, are owned by "*Licensor"* and protected by the laws of the French Republic and applicable international laws, treaties, and conventions regarding intellectual property, copyright or proprietary rights.

8.2 The "*Software"* is licensed, not sold. You acknowledge that no title to the "*Intellectual Property Rights"* in the "*Software"* is transferred to you. You further acknowledge that nothing in this "*EULA"* shall operate to assign or transfer any "*Intellectual Property Rights"* from the "*Licensor"* to the "*User"* and that title and full ownership rights to the "*Software"* will remain the exclusive property of the "*Licensor"*.

8.3 You acknowledge that you will not acquire any rights to the "*Software"* except as expressly set forth in this "*EULA"*. You agree that any copies of the "*Software"* will contain the same proprietary notices which appear on and in the "*Software"* and that you will employ all reasonable efforts to protect "*Content"*, or any part of the "*Content"*, from unauthorized use, distribution, disclosure, or publication.

8.4 "*Software"* contains information proprietary to "*Licensor"* or third website parties freely accessible. "*User"* will not alter or remove any copyright notice or proprietary statement contained in or on the "*Software"* unless otherwise agreed by us.

9.   Charges

9.1 The "*User"* shall pay the "*Charges"* to the "*Licensor"* in accordance with this "*EULA"*.

9.2 All amounts stated in or in relation to this "*EULA*" are, unless the context requires otherwise, stated inclusive of any applicable value added.

10. Payments

10.1 On request, the "*Licensor*" shall issue an invoice for the "*Charges*" to the "*User"*.

10.2 The "*User"* must pay the "*Charges*" to the "*Licensor*" in advance to get the corresponding *Lite* or *Full* "*Software*" registration code.

10.3 The "*User"* must pay the "*Charges*" by any card accepted by Paypal ™.

10.4 If the "*User"* does not pay any amount properly due to the "*Licensor*" under this "*EULA"*, the "*Licensor*" may:

   (a) charge the User interest on the overdue amount at the rate of [8% per annum above the Bank of England base rate from time to time] (which interest will accrue daily until the date of actual payment and be compounded at the end of each named calendar month); or

   (b) claim interest and statutory compensation from the User pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

OR

10.4   If the User does not pay any amount properly due to the Licensor under this EULA, the Licensor may charge the User interest on the overdue amount at the rate of [2% per annum above the Bank of England base rate from time to time] (which interest will accrue daily until the date of actual payment and be compounded at the end of each named calendar month).[The Licensor acknowledges and agrees that it shall have no right to claim interest or statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998, and that its contractual rights under this Clause 10.4 constitute a substantial remedy within the meaning of that Act.]

11. Limited warranties

11.1 The "*Licensor*" warrants to the "*User*" that it has the legal right and authority to enter into this "*EULA*" and to perform its obligations under this "*EULA*".

11.2 The "*User*" warrants to the Licensor that it has the legal right and authority to enter into this "*EULA*" and to perform its obligations under this "*EULA*".

11.3 While "*Licensor*" endeavours to create a compelling software product, please note that the "*Software*" is provided "as is" (see Clauses 12), whithout warranties as to how it will perform, wether it will suit your requirements or intended purposes, or any other warranties or terms, including any as to its satisfactory quality or fitness for a particular purpose.

11.4 However, "*Licensor*" warrants to the "*User*" that:

   (a) the "*Software*" as provided will conform the "*Software Specification*" described on his website;

(b)   the "*Software*" will be supplied free from viruses, worms, Trojan horses, ransomware and adware.

12. No other warranties and aknowledgement

12.1 The "*Software*" product is provided "as is" without warranty of any kind. "*Licensor*" disclaims all other warranties with respect to the "*Software*", either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, noninterference, system integration, and noninfringement of third party rights. Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction.

12.2 The "*User*" acknowledges that complex software is never wholly free from defects, errors and bugs or omissions; and subject to the other provisions of this "*EULA*", the "*Licensor*" gives no warranty or representation that the "*Software*" will be wholly free from defects, errors, bugs or omissions.

12.3 The "*User*" acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this "*EULA*", the "*Licensor*" gives no warranty or representation that the "*Software*" will be entirely secure.

12.4 The "*User*" acknowledges that the "*Software*" is only designed to be compatible with that software specified as compatible in the "*Software Specification*"; and the "*Licensor*" does not warrant or represent that the "*Software*" will be compatible with any other software.

12.5 The "*User*" acknowledges that the entire risk as to the quality and performance of the "*Software*" is borne by "*Licensee*". Should the "*Software*" prove defective in any respect, "*User*" and not "*Licensor*" assumes the entire cost of any service and repair. **This disclaimer of warranty constitutes an essential part of this agreement. No use of the "*Software*" is authorized hereunder except under this disclaimer.**

12.6 The "*User*" acknowledges that "*Licensee*" does not warrant that the operation of the "*Software*" will be uninterrupted or that all non conformities can or will be corrected.

13. Indemnities

14. Limitations and exclusions of liability

14.1 Nothing in this EULA will limit or exclude any liability for death or personal injury resulting from negligence of the "Licensor";

14.2 Under no circumstances and in no events shall the "*Licensor*" be liable for any indirect, incidental, consequential, special or exemplary damages of any kind arising out of the delivery, performance, access or use of the "*Software*"; or in connection with the "*User*"'s inability to access or use the "*Software*" or any third party content or services, whether or not the damages were foreseeable and whether or not the "Licensor" was advised of the possibility of such damage.

14.3 The "*Software*" is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the "*Software*" could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, "*Licensor*" specifically disclaim any express or implied warranty of fitness for High Risk Activities. "*User*" agrees that "*Licensor*" will not be liable for any claims or damages arising from the use of the "*Software*" in such applications.

14.4 The "*Licensor*" will not be liable to the "*User*" in respect of any:

(a) losses arising out of a "*Force Majeure Event*" or computer failure or malfunction;

(b) loss of profits or anticipated savings;

(c) loss of revenue or income and work stoppage;

(d) loss of business, goodwill, contracts or opportunities;

(e) loss or corruption of any data, database or software;

(f) liability arising out of content provided by "*User*" or a third party that is accessed through the "*Software*" and/or any material linked through such content;

(g) special, indirect or consequential commercial or not commercial loss or damage.

14.5 In no event will the "*Licensor*" liability or aggregate liability for any claim, whether in contract, tort or any other theory of liability, exceed the license fee paid by the "*User*" (if any) with the exception of death or personal injury caused by the negligence of "*Licensor*" to the extent applicable law prohibits the limitation of damages in such cases.

14.6 The "*User*" exclusive remedy under the above Clause 12 (No other warranties and aknowledgement) shall be, at the "Licensor" option, either a full refund of the purchase price or correction of the defective software. The "Licensor" may choose not to fix bugs in, revise, or update product versions he no longer sell.

15. Termination

15.1 "*Licensor*" may, in its sole and absolute discretion, at any time and for any or no reason, suspend or terminate this "EULA" and the rights afforded to "User" hereunder with or without prior notice.

15.2 If "*User*" fail to comply with any terms or conditions of this "EULA", then this "*EULA*" and any rights afforded to "*User*" hereunder shall terminate automatically, without any notice or other action by "*Licencor*".

15.3 "*User*" may terminate the license at any time.

16. Effects of termination

16.1 Upon termination, "*User*" shall :

   (a) cease all use of the "*Software*";

   (b) uninstall the "*Software*"; and

   (c) destroy the "*Software*" covered by this "*EULA*", including all copies, functionally-equivalent derivatives, all support files generated by or associated with the software, and all portions and modifications thereof in any form.

16.2 Termination of the "*EULA*" due to non-compliance will not result in any refunds of license fees.

17. General

17.1 No breach of any provision of this "*EULA*" shall be waived except with the express written consent of the party not in breach.

17.2 If any provision of this "*EULA*" is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this "*EULA*" will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

17.3 "*Licensor*" is free to change and update at any time and without notice, on its sole discretion this "*EULA*" and all documents incorporated by reference. Continued use of the "*Software*" after any such changes shall constitute your consent to such changes. A link to the most recent version of this "*EULA*" will be available on http://osha.socionika.free.fr/. Failure to receive notification of a change does not make those changes invalid.

17.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this "*EULA*".

17.5 This "*EULA*" is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this EULA are not subject to the consent of any third party.

17.6 Subject to any specific terms of an order for "*Content*" incorporating this "*EULA*", this "*EULA*" constitutes the complete and exclusive understanding between the "Parties" relating to its subject matter. It supersedes all prior and contemporaneous representations, correspondence, proposals, or licensing agreements, whether oral or written.

17.8 The laws of the French Republic, excluding conflict of laws principles and the United Nations Convention on Contracts for the International Sale of Goods, will govern all matters relating to this "EULA". The exclusive jurisdiction and venue for any legal action arising out of this "EULA" is agreed by you to be Paris, France; whose courts shall have exclusive jurisdiction over all disputes arising in connection with this "*EULA*".

17.9 A material breach of this "EULA" adversely affecting proprietary rights may cause irreparable harm to "Licensor", for which a remedy at law would be inadequate. "Licensor" will be entitled to injunctive relief in addition to any remedy we may have under this "EULA" or at law.

18. Interpretation

18.1 In this "*EULA*", a reference to a statute or statutory provision includes a reference to:

(a)   that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b)   any subordinate legislation made under that statute or statutory provision.

18.2 The Clause headings do not affect the interpretation of this "*EULA*".

18.3 In this "*EULA*", general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

18.4 This "*EULA*" together with any documents expressly referred to in them, contain the entire License Agreement between the "*Licensor*" and the "*User*" relating to the subject matter covered and supersede any previous Agreement, arrangements, undertakings or proposals, written or oral between both parties in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of this "*EULA*". In agreeing to this "*EULA*", you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this "*EULA*".

19. Waiver

19.1 Failure or neglect by either party to exercise any of its rights or remedies under this "*EULA*" will not be construed as a waiver of that party's rights to do so nor in any way affect the validity of the whole or part of this "*EULA*" nor prejudice that party's right to take subsequent action.

20. Unsolicited email

20.1 Be aware that "*User*" is solely responsible for the messages you send. In many cases sending unsolicited email (AKA Spam) is in violation of the law, and you will be solely accountable and liable for damages and violations.