

VisualCron End-User License Agreement

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This VisualCron End-User License Agreement (this "Agreement") is dated as of the date specified in the Sales Order (the "Effective Date") by and between You ("Licensee") and Unisoft International, Inc., dba SMA Technologies ("Licensor").

License Grant

"We", "us" and "our" refer to the SMA Technologies company (with its initial development team and web site, <http://www.visualcron.com>).

We hereby grant you a nonexclusive license to use one copy of the VisualCron Server on any single computer, provided the Server software is in use only on one computer at any time. The "Software" includes the VisualCron Server, the VisualCron Client, and other software components downloaded from <http://www.visualcron.com>. "Use" means to download, install, access, execute, or otherwise benefit from the Software.

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You may copy the VisualCron product for back-up, disaster recovery, testing, and archival purposes, provided that the original and each copy is kept in your possession and that your installation and use of the VisualCron product does not exceed what is allowed by this License Grant.

The activation code delivered to you is personal to you and cannot be disclosed to any other person other than as a transfer of all your rights as described below. The use of your activation code by anyone other than you will be deemed a willful violation of this license.

Proprietary Rights

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Licensor guarantees it is the owner of the VisualCron product and has the legal right to sell it.

Distribution

This VisualCron product may be freely distributed by special agreements between Licensor and other parties. Links to the <http://www.visualcron.com> website are welcome.

Things You May Not Do

- 1.Copy the VisualCron product except to make archival, disaster recovery, testing or backup copies, or as provided above;
- 2.Modify or adapt the Software or merge it into another program;
- 3.Reverse-engineer, disassemble, decompile or make any attempt to discover the source code of the Software;
- 4.Sell, sublicense, rent, lease, or lend any portion of the VisualCron product to any third party; or
- 5.Transfer the license to anyone.

Documentation

Documentation is provided online and by installation in PDF-format. Use Adobe Acrobat Reader to open the document. The Documentation can be changed anytime and therefore we highly recommend using the online documentation.

Updates of the online Documentation are generally done with a new software release; and as this is noted to our customers with a valid license and/or registered users, this also indicates that the Documentation may be updated. See the specific release note for areas that are subject to the update.

Trial period

Each VisualCron product has a trial period of forty-five (45) days. The trial period gives you a chance to fully test the software free of charge. After the trial period has ended, you will no longer be able to control the VisualCron Server through the VisualCron Client.

If the trial period has ended, there is no way of using future upgrades without ordering the full license. See Upgrade/Updates below.

Support limitations

- The end-user must have an active Maintenance License / Subscription that is in good standing.
- The active Maintenance / Subscription License is required on the Server in question that the support is related to.
- The support is limited to the employees of the end-user. Any third party, i.e., external or third party support or developers must own at least one active Maintenance License in addition to the active Maintenance / Subscription License(s) for the end user.

Perpetual vs Subscription license

In 14th of February 2022 VisualCron moved from Perpetual license model to Subscription license model. Licenses purchased before this date remain perpetual with **Support limitations** described above. Using Cloud access features (mobile app, cloud servers functionality, etc.) requires an active Maintenance / Subscription. With the new subscription license, the renewal of the subscription is mandatory for Jobs to execute on the VisualCron Server.

Version - End of life support

Each version is supported for one (1) year after the release date. After that, upgrade is recommended to enable all the technical changes that occur throughout the year. Release dates can be found [here](#).

Activation code

The activation key will lock the Software to the computer it is installed on. Once the activation key is used, the code is consumed. This means that you can only activate one time. Under limited circumstances, like the server has crashed, the activation key can be unlocked and consumed again. You may request to move a license to another server. These operations (reset/transfer/move) require a) that you have an

active Maintenance account in good standing; and b) that the operation is manually approved by VisualCron staff.

Notwithstanding anything herein, we represent and warrant that we will not include any Trojan horses, worms, or other codes designed to disable the Software once installed pursuant to a full license.

Activation and deactivation of a license

The process of deactivating / moving a license requires that you have an active Maintenance account in good standing.

License Types and Limitations

Single server licenses - can be installed in and moved but may not be used on more than one server at the same time. This is installation purpose; may it be test, development, or production machine.

Site license - allows unlimited server installations within a single physical location (typically a data center).

Country license - allows unlimited server installations within a single country.

World license - allows unlimited server installations worldwide.

For "unlimited" cloud installations, it is up to discussion depending on usage, expected quantity, and locations. The suggested solution may result in a specific agreement that results in two (2) or more Site licenses, a Country license, or a World license.

Upgrades/Updates

Updates with new functionality and bug fixes may be released at any time. A Subscription is necessary in order to upgrade to a newer version than was available at the time of initial purchase. The Subscription also gives you access to priority support.

Reporting of Bugs

While it is not our intent that you should find bugs, if you do find issues with our product, please report them to us on the [contact web page](#).

Lifetime of VisualCron

Support

Support is limited to the way the Software functions included in the VisualCron download were intended to be used. No products or commands, outside the VisualCron download, are supported. In addition, Support is limited to the product life cycle described in Upgrades/Updates.

Term and Termination

This License Agreement takes effect upon your downloading or acquisition of the VisualCron software and remains effective until terminated. You may terminate this Agreement at any time by no longer using VisualCron and destroying all copies of the software in your possession. This License Agreement will terminate upon 30 days written notice if you fail to comply with any of its terms or conditions. At which time, You agree to destroy all copies of the VisualCron software in your possession.

Product lifetime

The goal is to keep the VisualCron product "alive" and online as long as possible. The VisualCron product may cease to exist anytime without notice. All VisualCron product services, like support, upgrades and unlocking, will then also cease to exist. Notwithstanding anything herein to the contrary, in the event the VisualCron product ceases to exist with respect to support or availability, you shall retain all rights to use the product pursuant to the license set forth herein, except for the right to receive support, Upgrades, or Updates.

No Warranty

VisualCron is a useful but also powerful tool. Any misuse can cause loss of data. The VisualCron product has no warranty of fitness, suitability for a particular purpose or satisfactory quality. The VisualCron product is provided to licensee "as is." Licensors are not responsible for any damage that may occur through any use of the VisualCron product, except to the extent caused by our gross negligence or intentional misconduct.

General Provisions

This written License Agreement is the exclusive Agreement between you and us concerning the VisualCron product and supersedes any prior communication, advertising, or representation concerning the VisualCron product.

This License Agreement may be modified only in writing and signed by you and us.

In the event of litigation between you and us concerning the VisualCron product, the prevailing party in the litigation will be entitled to recover attorney fees and expenses from the other party.

Downloading and installing this Software indicates your acceptance of the foregoing agreement. If you choose to decline the foregoing agreement, you should not download or install the software.

This Agreement is governed by the laws of the State of Texas, United States of America (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. The UN Convention on Contracts for the International Sale of Goods does not apply. Any suit or legal proceeding must be exclusively brought in the US federal or state courts for the jurisdiction of the main address of the defendant in such proceedings, and each party submits to this personal jurisdiction and venue.