Smartsettle Explorer User License Agreement

IMPORTANT: CAREFULLY READ THIS SMARTSETTLE EXPLORER USER LICENSE AGREEMENT ("SEULA"). IT IS A LEGAL AGREEMENT BETWEEN YOU AND SRI FOR THE SMARTSETTLE SOFTWARE THAT ACCOMPANIES THIS SEULA. THIS SEULA PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. YOU AGREE TO BE BOUND BY THE TERMS OF THIS SEULA BY INSTALLING, COPYING, USING, OR RETENTION OF THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THIS SEULA, YOU MAY NOT USE OR RETAIN THE SOFTWARE.

1. Definitions

- (a) "SEULA" means this Smartsettle Explorer User License Agreement.
- (b) "You" means the individual reading this Agreement or the entity represented by the individual reading this Agreement.
- (c) "SRI" means Smartsettle Resolutions Inc. and its licensors, if any.
- (d) "Software" means the Smartsettle software program and third party software programs, supplied by SRI herewith, and corresponding documentation, associated media, printed materials, and online or electronic documentation, Internet-based services, and all updates or upgrades of the above that are provided to You.
- (e) "License Key" means an encrypted code issued by SRI (which may be retained in a file on the computer) that tells the Software the registered user's name and enables it to run as a registered package with specified Client Software functionality.
- (f) "Neutral Site" means software installed on the Internet that enables analysis of preferences, optimization, and communication with other users of the Software.

2. Grant of License

- (a) Provided that you comply with all terms and conditions of this SEULA, SRI grants to You the right to use the Software for evaluation and educational purposes.
- (b) You may use the Software for commercial purposes in two-party cases created with a Smartsettle Pro License Key designated by SRI for that purpose.
- (c) Certain rights are not granted under this Agreement, but may be available under a separate agreement.

3. License Restrictions

- (a) All editions of Smartsettle are licensed to an individual or an entity and are strictly non-transferable and non-exclusive. You may not use the Software for any purpose unless it is registered with a License Key in your name or in the name of the organization that you work for.
- (b) You may not use the Software for commercial purposes in more than two cases unless SRI provides you with a License Key that causes it to be registered in your own name and then only according to the restrictions applicable to that License Key.
- (c) You may not use the Software
 - to create online cases.
 - in cases with more than two negotiating parties.
 - in more than one online case at a time for commercial purposes.
 - to create published packages in commercial cases.
 - for any commercial purposes except for two-party cases created with a Smartsettle Pro License Key designated by SRI for that purpose.
- (d) You may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.
- (e) You may not sell, rent, lease, or sublicense the Software.
- (f) You may not modify the Software or create derivative works based upon the Software.
- (g) You may not remove or alter ownership or copyright notices embedded in or on the Software.

- (h) In the event that You fail to comply with this SEULA, or for any other reason specified by SRI, SRI may terminate the license and then, within 30 days, You must destroy all copies of the Software (with all other rights of both parties and all other provisions of this SEULA surviving any such termination).
- (i) You may not use the Software to develop any software or other technology having the same primary function as the Software, including but not limited to using the Software in any development or test procedure that seeks to develop like software or other technology, or to determine if such software or other technology performs in a similar manner as the Software.
- (j) You agree that SRI may audit use of the Software for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by You other than in full compliance with the terms of this Agreement, You shall reimburse SRI for all reasonable expenses related to such audit in addition to any other liabilities You may incur as a result of such non-compliance.

4. Ownership

- (a) The Software is owned and licensed by SRI and is protected by US and Canada intellectual property laws and applicable international laws and treaties. No title to any intellectual property in the Software is assigned under this Agreement.
- (b) You hereby acknowledge:
 - SRI's copyright regardless of whether the copyright notice appears on the Software or whether it has been filed with a Government Copyright Office, and
 - that the Software is protected by US patent #5,495,412 and may be protected by other patents or patents pending.

5. Support, Updates and Use of Software

- (a) You acknowledge that the Software must collect some personal information that is stored on your computer system.
- (b) You agree to allow the Software to send electronic messages in the form of error dumps to SRI for the purpose of helping You or improving future versions of the Software.
- (c) You acknowledge that in order to carry out its primary function, the Software must communicate your information over the Internet with electronic messages to a Neutral Site and thereby indirectly to other users of the Software with whom you are negotiating.
- (d) You agree and confirm that You understand that the features, performance and configuration of the Software may change in the future and that SRI has no obligation to continue to support any current version of the Software.
- (e) SRI may, in its sole discretion, modify the Software at any time or remove it from availability or revoke any of the rights granted hereunder. SRI has no obligation to update, maintain or correct operational errors in the Software.
- (f) You have provided consent for SRI to notify you with electronic messages whenever there are updates or upgrades available for any Smartsettle product that you are using until such time as You request to be taken off SRI's mailing list.

6. WARRANTY DISCLAIMER

- (a) ALL RISKS IN USING THE SOFTWARE ARE ASSUMED BY YOU. YOU AGREE TO USE THE SOFTWARE WITH ALL DUE CAUTION, AND TO TAKE EVERY PRECAUTION TO ENSURE THE INTEGRITY OF DATA, HARDWARE, AND SOFTWARE IN THE SOFTWARE'S OPERATING ENVIRONMENT. THE SOFTWARE IS PROVIDED AND ACCEPTED "AS IS". OWING TO ITS EXPERIMENTAL NATURE, YOU ARE ADVISED NOT TO RELY ON THE FEATURES OR PERFORMANCE OF THE SOFTWARE FOR ANY REASON.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SRI DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE

- SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY MAY GIVE YOU SPECIFIC LEGAL RIGHTS THAT MAY VARY FROM ONE JURISDICTION TO ANOTHER.
- (c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SRI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF SRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (d) IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY.
- (e) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SRI, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

7. Governing Law

- (a) The laws of British Columbia, Canada govern this Agreement. SRI shall, however, have the right to seek relief in any court of competent jurisdiction in order to protect its proprietary rights in the Software.
- (b) All questions concerning this Agreement should be directed to: Licensing, Smartsettle Resolutions Inc., 32855 Capilano Place, Abbotsford, BC V2S 7B4.

Last Modified 2022 July 17

* Explorer was previously known as Lite or Observer.