

# Smartsettle Negotiator User License Agreement

**IMPORTANT:** CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THE MOST RECENT SMARTSETTLE OBSERVER USER LICENSE AGREEMENT (SEULA). INSTALLING THE SMARTSETTLE NEGOTIATOR LICENSE KEY CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS OF BOTH THE SEULA AND THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS AGREEMENT TAKE PRECEDENCE.

## 1. Definitions

- (a) "SEULA" means the most recent version of the 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.

## 2. Grant of Negotiator License

- (a) Provided that you comply with all terms and conditions of the SEULA, SRI grants to You, the right to use the Software for purposes permitted by the SEULA.
- (b) In addition to purposes permitted by the SEULA, you may use the Software
  - as a stand-alone in all types of negotiations and other situations requiring decision support and/or negotiation modelling
  - online for commercial purposes but only in 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 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.

## 4. 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.