Smartsettle Negotiator User License Agreement

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

1. Definitions

(a) "SOULA" means the most recent version of the Smartsettle Observer User License Agreement.
(b) "You" means the individual reading this Agreement or the entity represented by the individual reading this Agreement.
(c) "iCan" means iCan Systems Inc. and its licensors, if any.
(d) "Software" means the Smartsettle software program and third party software programs, supplied by iCan 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 iCan, 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 SOULA, iCan grants to You, the right to use the Software for purposes permitted by the SOULA.
(b) In addition to purposes permitted by the SOULA, you may use the Software
- as a stand-alone in all types of negotiations and other situations requiring decision support.
- online for commercial purposes but only in cases created with a Smartsettle Pro License Key designated by iCan 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.
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(c) You may not use the Software to create online cases.

4. Governing Law

(a) The laws of British Columbia, Canada govern this Agreement. iCan 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, iCan Systems Inc. 32182 Astoria Crescent, Abbotsford, BC V2T 4P5.

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