

**Smartcom 360 SOFTWARE  
LICENCE AGREEMENT MSM  
IMPORTANT**

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READ CAREFULLY THIS DOCUMENT AND ACCEPT ALL THE RIGHTS AND RESTRICTIONS DESCRIBED IN THE PRESENT AGREEMENT BEFORE USING THE SOFTWARE. BY CLICKING ON THE BUTTON, YOU INDICATE YOUR ACCEPTATION, AS INDICATED AS FOLLOWS, OR BY USING THE SOFTWARE, YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THE PRESENT CONTRACT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS DESCRIBED AS FOLLOWS DO NOT INSTALL OR USE THE SOFTWARE.

**1. LICENCE CONCESSION**

MSM grants a personal, limited, and non-exclusive licence for the use (the term "use" in the present contract includes the actions of storage, load, installation, access, execution or display) of the Software exclusively with the Products and only in equipment directly connected or connected through a network to the Products (the "Assigned Equipment"). You can allow the use of the Software to users of other equipment connected to the Assigned Equipment if said users respect the terms of the present Agreement and are subjected to its restrictions and obligations.

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You cannot use the Software in any way other than those established or expressly permitted in the present contract. Likewise, you cannot assign, subcontract, sell, rent, lend the Software to a third party. The alteration, modification, translation, or conversion of the Software in other programming language is forbidden. You cannot modify, decompile, or reverse in any way the process of construction, assembly or compilation of the Software nor allow the execution of this process by third parties.

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You cannot modify, remove, or erase any Copyright Brand of MSM or its licensees that appear on the Software or any of its copies.

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You accept to comply with the law on exports, as well as the restrictions and regulations of the involved country, and to not export the Software, in a direct or indirect manner, if this infringes said law, restrictions and regulations, or if you do not have the required permits.

## 6. ASSISTANCE

MSM, its subsidiaries and affiliated, distributors, representants and licensees are not responsible for the maintenance and the assistance to use the Software.

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[Without warranty] The Software is granted “as such”, without any warranty, whether express or implicit, included, but not exclusively, the warranty of commercialization and suitability for a determined purpose. The quality and performance of the Software is under your own and exclusive responsibility. In case that the Software presents defects, you will assume the integral cost of all required services, repairs, and corrections. Some states and legal jurisdictions do not allow the exclusion of implicit warranty therefore the previous clause may not apply to you. This warranty provides particular legal rights. You may have other rights according to your jurisdiction.

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[Exemption of Liability for damages] MSM, its subsidiaries and affiliated, distributors, representants or licensees will not be held liable in any case of the incidental or derivative damages (loss of economic benefits, material loss or personal damages) originated in the Software and its calculations, its use or incapacity of use including if MSM, its subsidiaries and affiliated, distributors, representants or licensees know the possibility of such damages arising. Some states or legal jurisdictions do not allow the limitation or exclusion of liability for incidental or derivative damages, nor personal damages or demise originated in the negligence of the seller, so that it is possible that the previous clause may not apply to you.

[Exemption of Liability] With the acceptance of the present contract, and will all the extent allowed by the applicable law, you exempt MSM its subsidiaries and affiliated, distributors, representants or licensees of any and all liability originated or related with the Software and its use.

## 8. TERMINATION OF THE LICENSE

This agreement is effective from the moment that you indicate your acceptance by clicking on the button, as indicated as follows, or from the moment you use the Software, and will remain in force until its termination. You can cancel this Agreement at any time by destroying the Software and all its copies. The Agreement will also be cancelled in case that you do not comply with the stipulated conditions. When the termination of the agreement happens, you must destroy the Software and its copies to protect the legal rights of MSM and its licensees. Independently of what is established in the previous clauses, the clauses 4, 7 and 10 will remain in force after the termination of this Agreement.

#### 9. VALIDITY

If any of the previous provision is declared illegal by any competent court, those provisions would be considered null in the jurisdiction of said court and the other provisions would still be in force.

#### 10. ACKNOWLEDGEMENT

By clicking on the button, you indicate your acceptance, as indicated as follows or by using the Software, you acknowledge that you have read the present contract, that you have understood it and that you accept the terms and conditions. You also accept that this is the full and exclusive agreement between yourself and MSM and that, therefore, it replaces the previous agreements, verbal or written or any form of communications between you and MSM. No amendment to the present contract will be effective unless it is signed by an authorized representative of MSM. If you have any question regarding this Agreement or would like to contact MSM for any other reason, contact your local representative in the country where you have acquired the Products.