

Enterprise **Solutions** adapted  
to meet your **Needs**



# INTEGRATOR LICENSE AGREEMENT for ControlMaestro

(the "SOFTWARE PRODUCT")

License Model

September 15th, 2011

**Reserved for ControlMaestro Integrators and Developers.**  
**If You want to acquire a simple right to use the Software Product, please refer to document named END-USER LICENSE AGREEMENT or contact ELUTIONS.**

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- "Development Authentication Dongle" means any ELUTIONS hardware accessory such as a USB-based token which is necessary to execute, to use the Product Software and to benefit of the specifics authorizations and rights of integration given by this License
- "Usage Authentication Dongle" means the ELUTIONS hardware accessory such as a USB-based token, which is necessary to execute and use the Product Software as an End-User.
- "Software Update" means any minor Software revision to the Software Product or bug fixes (i.e. providing slight functional improvements) generally made available by ELUTIONS in its sole discretion and implying a modification of the second figure of the number of version (*example :1.3 => 1.4*).
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- "Term" means the term of each license as defined in Section 7.
- "End-User" means the client of the Licensee (individual or company employing the User) which use its Application.
- "End-User License" means the right for your End-User to execute your Application on one computer or machine.
- "User" means a single individual; employee of the licensee, who utilizes the Software Product.
- "Order" means the commercial document detailing the type and the number of Software Product licences You bought, and the current version of the Software Product
- "Application". means a software file that Licensee has created by concurrently (a) linking new modules supplying new or improved functionalities and (b) incorporating or linking the Software Product.

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You agree to pay ELUTIONS in the amount and for the number of Licenses and Development Authentication Dongle, as set forth on the Order submitted by You and accepted by ELUTIONS. Payment of the License Fee entitles You to benefit of the rights conceded in this License.

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- f. to distribute one (1) Usage Authentication Dongle with each of your End-User License.

Such rights are conditioned upon compliance with restrictions set forth below in Sections 4 and 5.

**Usage Authentication Dongle.** For each license of your Application You concede to an End-User You must obtain from ELUTIONS a corresponding Usage Authentication Dongle. *Each* Usage Authentication Dongle must be activated directly by each End-User. ELUTIONS will supply you, the required quantity of Usage Authentication Dongles as set forth on the Order submitted by You. Your Order will be booked provided that You pay the corresponding amount in the same time You realise your order.

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- f. Lease, rent or loan the Development Authentication Dongle to any third party;
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The Application shall be accompanied by an Application License whose terms and conditions:

- a) oblige each End-User to proceed to the activation of each license on the following URL : <http://activation.elutions-europe.com>;
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The term of this license shall commence on the date of activation of each Development Authentication Dongle for a period in accordance with the French law about the software protection.

## **7. PAYMENT**

Fees for the acquisition and exploitation of the Licenses chosen are billed upon ELUTIONS's receipt of the signed Order.

## **8. RESPONSIBILITY**

ELUTIONS guarantees You against all counterfeiting lawsuits that could be brought against You, because of the possession and/or the use of the Software Product, at the only condition that You had informed ELUTIONS, within eight (8) days, about the summon and had ensured ELUTIONS the free right to defend itself.

You will have and keep the control of the use of the Software Product installed on each computer. This is the reason why You engage your own and only responsibility about the exploitations of the results from the use of the Software Product. You recognise that ELUTIONS will have no responsibility towards You or a third-party, for any damage that could result from the direct or indirect use of the Software Product, excepted counterfeiting actions.

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In any cases, the financial liability of ELUTIONS for damages of any kind whatever relating shall be limited to the total amount paid to ELUTIONS under this agreement.

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ELUTIONS and You will be exempted from charges and responsibilities if the execution of the present agreement, and particularly the installation of the Software Product on your computer, was delayed or impossible in case of absolute necessity, including but not limited to riots, storms, strikes, fires, acts of God...

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If You fail to comply with any provision of this agreement, this license and your right to use the Software Product automatically terminate. This termination does not prevent ELUTIONS from claiming any further damages. Upon the termination or expiration of the Agreement, whatever the grounds may be, You shall make any payment that has accrued up to the date of termination, stop immediately using the Software Product and send back any Equipment, Development Authentication Dongle, non-distributed Usage Authentication Dongle to ELUTIONS.

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This License is governed by the laws of France.

Every dispute between both parties about the interpretation or/and the execution of this contract, that could not reach an amicable arrangement, will be brought to the competent court of LYON, FRANCE which has the full competence, wherever the Software Product or the defendant is.

Should You have any questions concerning this Licence please contact ELUTIONS SAS, Parc Technologique de Lyon, 12 allée Irène Joliot-Curie, F-69791 Saint-Priest Cedex, France (European Union).

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If any provision of this agreement is held to be unenforceable upon a definite legal, statutory or judicial provision, the remainder of this agreement shall continue in full force and effect.

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**13.1. Development Authentication Dongle.** ELUTIONS warrants for one year each Development Authentication Dongle will be free from defects in materials and workmanship under normal use and service for the period of validity of this License. ELUTIONS's sole and exclusive obligation, and your sole and exclusive compensation, for breach of the foregoing warranty will be, at ELUTIONS's option, to (i) repair the defective Development Authentication Dongle to correct the defect; (ii) replace the defective Development Authentication Dongle. Unless otherwise authorized by ELUTIONS, shipping, handling, duty and insurance costs for returns will be paid by you.

The replacement of a defective Development Authentication Dongle is supplied at no additional charge.

**13.2. Usage Authentication Dongle.** ELUTIONS warrants for one year each Usage Authentication Dongle will be free from defects in materials and workmanship under normal use and service for the period of validity of this License. ELUTIONS's sole and exclusive obligation, and your sole and exclusive compensation, for breach of the foregoing warranty will be, at ELUTIONS's option, to (i) repair the defective Usage Authentication Dongle to correct the defect; (ii) replace the defective Usage Authentication Dongle. Unless otherwise authorized by ELUTIONS, shipping, handling, duty and insurance costs for returns will be paid by you.

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