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This Software License Agreement (hereinafter referred to as "Agreement") covers Prosys OPC UA Modbus Server software (hereinafter referred to as "Software") licensed by the user hereunder (hereinafter referred to as "You" or "you").

Prosys OPC, having registered company name Prosys OPC Ltd (hereinafter referred to as "Licensor"), Finnish company with domicile in Espoo and address Tekniikantie 14, FI-02150 Espoo, Finland, grants you the right to use the Software subject to the following terms.

2 Period of Agreement

This Agreement will enter into force when you install or use this Software for the first time. By installing or using the Software, you accept this Agreement binding on you.

3 Evaluation Versions of the Software

You may use some versions of the Software for evaluation purposes. The use of such versions of the Software for any other purpose (including use in your business activities) requires a purchase of a valid license, which you can obtain from the Licensor against a payment of the license fee.

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For a single Computer, the Software is considered in use when any portion of the Software is loaded in memory or virtual memory. The quantity of the Software in use, is considered to be the maximum number of Computers on which the Software is loaded in memory or virtual memory at any time.

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Any reproductions of any portion of the Software by you shall include any proprietary and statutory copyright notices present in the original Software.

6 Termination of the License

Notwithstanding the provisions above, the Licensor shall have the right to terminate this Agreement with immediate effect in case of any breach of this Agreement by you.

On the expiration of this Agreement you shall return to the Licensor the Software and the support material or verifiably destroy it.

7 Limited Warranty

The Licensor warrants that the Software, as updated and when properly used, will perform substantially in accordance with its accompanying documentation, for a period of ninety (90) days from the date of receipt. Any implied warranties on the Software are limited to ninety (90) days.

The Licensor's entire liability and your exclusive remedy shall be, at the Licensor's option, either (a) return of the price paid, or (b) repair or replacement of the Software that does not meet the Limited Warranty and which is returned to the Licensor. This Limited Warranty is void if the Software fails as a result of accident, abuse, misapplication or if used in connection with other software differing to specifications and instructions. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

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To the maximum extent permitted by applicable law, in no event shall the Licensor be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out the use of or inability to use the Software, even if the Licensor has been advised of the possibility of such damages. In any case, the Licensor's entire liability under any provisions of this Agreement shall be limited to the amount actually paid by you.

The warranties given in this article constitute the only representations and warranties made by the Licensor with respect to defects or non-conformities in the Software and are in lieu of all other warranties, whether expressed or implied, including implied warranties of merchantability and fitness for a particular purpose.

8 Updates, Supplements and Services

These terms shall also apply to any updates, supplement, Internet-based service and support services for the Software. These terms may be supplemented or amended by the terms accompanying the items.

9 Third Party Software Components

This Software utilizes third party software components, and you can find information about them from the delivery of the Software.

10 Invalid Clauses

In case one or more provisions of this Agreement are invalid, the validity of the remaining provisions of this Agreement shall not be affected thereby.

11 Applicable Law and Dispute Settlement

This Agreement shall be governed by and construed under the laws of Finland excluding the rules of conflicts of laws of the Finnish legislation.

The competent court of the domicile of the Licensor shall have jurisdiction in any dispute arising out of this Agreement.

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