

a world of solutions

End User License Agreement for ARGUS Monitoring Software

This End User License Agreement (EULA) accompanies ARGUS Monitoring Software and any upgrades, modified versions, or updates of the ARGUS Monitoring Software licensed to you by Specto Technology. Please read this EULA carefully. If you do not accept this agreement, you will not be able to use the Software.

GRANT OF LICENSE

ARGUS Monitoring Software is licensed, not sold. Specto Technology grants the purchaser a non-transferable, non-exclusive license to install ARGUS Monitoring Software on one server. A server is a single computer on which ARGUS Monitoring Software loads and executes so that one or more users may access it.

RESTRICTIONS

- a. You may not resell, transfer, rent, or lease ARGUS Monitoring Software to third parties.
- b. You may not install ARGUS Monitoring Software on more than one Server, unless you have purchased additional licenses.
- c. You may not modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.
- d. You may not violate or defeat the internal licensing mechanism used by ARGUS Monitoring Software.

NO WARRANTY

ARGUS Monitoring Software is being delivered to you AS IS, and Specto Technology makes no warranty as to its use or performance. SPECTO TECHNOLOGY AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. SPECTO TECHNOLOGY AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL SPECTO TECHNOLOGY OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN SPECTO TECHNOLOGY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

ARGUS Monitoring Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

Specto Technology reserves all rights not expressly granted in this EULA. Effective July 1, 2012. Specto Technology, 295 Princeton Hightstown Rd, Ste 11-356, West Windsor, NJ 08901, USA.