

«LEMUR» LICENSE AGREEMENT

IMPORTANT - PLEASE READ CAREFULLY!

Before using the *Lemur* software, which is owned by the *CoLiTec* developers group it is necessary to read the following terms of license agreement. Any using of the software by you means full and unconditional acceptance of its terms.

If you do not fully accept the terms of license agreement, you shall not use software for any purpose.

1. GRANT OF LICENSE

This End User License is a legal agreement between you (either an individual or an entity) and developers group from *Collection Light Technology (CoLiTec)* project. *CoLiTec* project provides you the License Agreement ("License") for using *Lemur* software ("Software"), and you accept, a limited, nonexclusive license to use the Software on the terms defined in this Agreement. For the purposes of this License Agreement, Software includes any updates, enhancements, modifications, revisions, plugins, or additions to the software developed by the *CoLiTec* project, available to users through a web site (<https://colitec.space>). Notwithstanding the foregoing, the developers are under no obligation to provide any updates, enhancements, modifications, revisions, plugins, or additions to the software.

1.1. Installation and using

By accepting this License, you may download and install a copy of the program on your computer.

1.2. Copies and modifications

Prohibited the reverse engineering, decompiling, disassembling or any translations of the Software. Prohibited in any way modification or adaptation of the Software. Prohibited from providing or distributing the Software among others. *CoLiTec* distribution is only possible through the web site (<https://colitec.space>).

1.3. License grant for remote access

1.3.1. To access your licensed copies of the software and its use, you can use remote access technologies (for example, Remote Desktop, Radmin, Team Viewer),

provided, however, that using remote access software accesses and uses only the primary user of the device, to which remote access occurs. These rights do not allow remote access at the same time you use the software on a device that created the remote session.

1.3.2. With the mutual agreement the *CoLiTec* developers are entitled to access to the remote user's machine for maintenance, troubleshooting and debugging the Software, while using remote access technologies (for example, Remote Desktop, Radmin, Team Viewer). Remote access can be provided by the user permanently or on developer's request.

1.3.3. People with full "service" license for the Software may ask developers to assist them using remote access technologies (for example, Remote Desktop, Radmin, Team Viewer).

1.4. License grant for documentation

Documentation accompanying software is licensed for internal, non-commercial use.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

2.1. In articles about the *CoLiTec* products, developers have the rights to include achievements of user of the Software with adding as co-authors the people whom he indicated.

2.2. During publication of the research results that received with help of Software, it is necessary to use link to the official web site (<https://colitec.space>) and/or citation to publications that were written by *CoLiTec* developers.

3. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

3.1. Reports using, License violations and remedies

CoLiTec developers reserve the rights to obtain information of the Software using, including usernames, IP-addresses, and other proprietary information related to this issue. Any unauthorized Software using will be considered by developers as a breach of this License by the user.

3.2. Property rights on the Software

You acknowledge that the Software is the property of *CoLiTec* developers, and that the Software is protected by law "on copyright and related rights." You also acknowledge and agree that developers own all rights and interests in the Software, including associated

intellectual property rights in accordance with the laws "on copyright and related rights", "on trade secrets" and "trademark". This License does not grant you any ownership interest in the Software, but only the limited rights of the Software using that can be withdrawn by *CoLiTec* developers in accordance with the terms of this License.

4. TERM AND TERMINATION

This License shall enter into force after your acceptance of the terms of it, or after you downloading, accessing and using the Software, even if you have not explicitly agreed to the terms of the License. This License shall remain in effect until terminated. Without prejudice to any other rights, this License will be terminated automatically if you breach any of the following restrictions or requirements. You may terminate this License at any time by sending e-mail notification about your decision to terminate the License and removing Software to colitec.lemur@gmail.com. If you breach any of the terms of License, the developers have the rights to terminate this License. Upon termination of the License by the developers you agree to remove the Software.

5. LIMITATION OF LICENSE

5.1. Software warranty

Software is provided «as is». *CoLiTec* developers clearly state that they do not provide assurance that the Software will meet your requirements, as well as that the Software will be uninterrupted during processing. You are responsible for the selection of software that allows you achieving the intended results, as well as responsibility for the results to be achieved by the Software using. You must bear all risks associated with the quality and performance of the Software.

5.2. Application of losses

In any cases, developers are not liable to you or any other related to you party for any incidental, indirect, special, exemplary or punitive damages or loss of profits, even if the developers were aware of the possibility of such damages.

5.3. Software improvements

Software user has the rights to make suggestions to refine and improve the Software. All of them will be considered and possibly eventually accounted for.

6. CHANGES IN TERMS OF LICENSE

This License may be changed unilaterally by the developers. User notification about changes in the terms of this License will be published on the web site (<https://colitec.space>). These changes in the terms of the License will enter into force on the date of their publication, unless otherwise specified in the relevant publication.

7. SOFTWARE «NOT FOR SALE»

Software «Not for Resale» («NFR») cannot be sold or transferred for a fee, it can be used for demonstration purposes only, testing or evaluation.

8. COMPONENTS SEPARATION

Software licensed as a single product. Its components should not be separated for using on the multiple devices.

9. BAN ON TRANSFERRING TO TEMPORARY AND COMMERCIAL USING

Prohibited the providing Software for rent, leasing, lending, and using as network service to third parties on a commercial basis.

10. CONSENT TO USE OF DATA

By user's request the *CoLiTec* developers can collect and use technical information gathered during providing the support services in relation to the Software. The *CoLiTec* developers may use this information solely to improve its products or to provide customized services or technologies and will not disclose this information in a form that personally identifies you. Also, the *CoLiTec* developers will not use the data received to the server to transfer of any information to third parties. At the same time, the *CoLiTec* developers declare that they are not responsible for a safety of the user data on the server.

11. FULLNESS OF LICENSE

If you have questions concerning to the License, or, if necessary, contact the *CoLiTec* developers for some reason – use the address information supplied with the Software (colitec.lemur@gmail.com), or visit the web site (<https://colitec.space>).