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License Agreement for the Stingray Service Gateway Software from VAS Experts LLC

Last modified on 22.02.2022

Thank you for choosing the Stingray Service Gateway! We make innovative reliable software for monitoring and analyzing traffic.

These Terms and Conditions (hereinafter referred to as the "License Agreement" / "Agreement") are a legally binding agreement between VAS Experts LLC (hereinafter referred to as the "Copyright Holder", "we", "us", "our") and you, the software user.

Please read the Terms and Conditions of the License Agreement carefully before using the software.

Registration in a special form posted at: <https://vasexperts.com>, assumes an unconditional acceptance by you of the terms of the Agreement.

IF THERE IS ANOTHER LICENSE AGREEMENT OR SIMILAR DOCUMENT BETWEEN YOU AND US, THE TERMS OF USE OF THE SOFTWARE SET OUT IN SUCH AN AGREEMENT MAY SUPPLEMENT OR MODIFY THE PROVISIONS OF THIS AGREEMENT.

1. Terms and definitions

1.1. **Software activation** is the transition from the Trial version of the Software to the Standard one, it occurs after purchasing a License for the Standard version and entering the activation code.

1.2. **Computer** is an operating system, virtual machine, or hardware, including a workstation or server, on which the Software is intended to work and/or on which the software is installed and/or for which the Software is used.

1.3. **License** is the right to use the Software to the extent and within the limits established by the Agreement, with the Licensor retaining the right to issue licenses to other persons. The license is linked to the hardware of the User's Computer and contains an activation code. The Agreement contains the terms of two separate types of License:

- Unordered List ItemThe License for the Trial version of the Software is provided without payment after acceptance of the Agreement.
- The License for the Standard version of the software is provided after the payment according to the selected tariff.

You are granted one of the Licenses mentioned above, depending on the payment made.

1.4. **Software Update** is software that changes, replaces and/or supplements the software and/or its components installed on the Computer. All Software Updates are integral parts of the Software.

1.5. **User** is a legal entity for which the Software was downloaded to a Computer or purchased and which instructed a separate individual to accept the Agreement on his/her behalf.

1.6. **Software** is a delivery package, which includes the Stingray Service Gateway distribution kit, accompanying materials and documentation, updates, and related cloud services.

1.7. **The trial version of the Software** is the version of the Software provided to users after accepting the terms of the Agreement.

- 1.8. **Partners** are persons who distribute software on the basis of an agreement with the Copyright Holder.
- 1.9. **Copyright Holder (the owner of the exclusive right to the software)** – VAS Experts LLC.
- 1.10. **Add-ins** are additional software components and software solutions provided by the Copyright Holder that extend the functionality of the Software, which can be used both together with the Software and independently of it, and for the use of which it may be necessary to purchase a separate license or extend the current license. Software add-ins can be provided both free of charge and for a fee. You can get more detailed information before receiving such add-ins.
- 1.11. **User's Guide** is accompanying printed and other materials, a reference book, a help file and similar printed and electronic documents, the copyright holder of which is VAS Experts LLC.
- 1.12. **The standard version of the Software** is the software version, the use of which functionality is possible only after activation.
- 1.13. **Tariff** is the amount of rights and services provided to the User.

2. Description of rights and restrictions

- 2.1. The User has the right to install the Software and use it in accordance with the Agreement, the technical documentation included in the delivery package and the options determined by [the selected tariff](#).
- 2.2. The Software can only be used on a Computer whose hardware was determined when requesting a License. Transferring of the Software to another Computer is possible upon agreement with the Copyright Holder.
- 2.3. The User is not allowed to decompile, disassemble, modify the Software code or perform derivative works based on the Software, in whole or in part.
- 2.4. It is prohibited to transfer the right to use the Software and access to the License (activation code) to third parties without the written consent of the Copyright Holder.
- 2.5. It is prohibited to rent, lease, or lend the Software.

3. The Trial Version of the Software

- 3.1. It is used to familiarize the User with the functionality of the Software, it is prohibited to use it in commercial activities for the purpose of making a profit.
- 3.2. Full Software functionality is available.
- 3.3. The Trial version is valid for 30 days, with the possibility of extension of it by the Copyright Holder.
- 3.4. To switch from the Trial Version to the Standard Version, you need to purchase a License for the Standard version of the Software from the Copyright Holder or its Partners, and then to activate the Software.

4. The Standard Version of the Software

- 4.1. The validity period of the license for the Standard version of the Software is equal to the validity period of the exclusive rights to the Software.
- 4.2. Within the Standard Version, the functionality of the Software is limited according to [the selected tariff](#). At any time, the User can add functionality through changing the tariff.

4.3. The Software can only function on one Computer at a time.

4.4. The Software can be transferred to another Computer at the initiative of the User any number of times, with the License linked to its hardware.

5. Procedure for Changing the Parameters of the Standard Version

The User has the right to initiate work that may entail changes to the license parameters: installation on another Computer or the implementation of new functionality. For the period of such work, upon agreement with the User, because of technical reasons, the Trial version of the Software may be installed instead of the Standard one. After completion of the work, the Software is reactivated with the installation of the Standard version, in accordance with the newly selected tariff.

6. Software Technical Support

6.1. Technical support is a paid periodic service that is provided only to Users of the Standard Version of the Software in accordance with the terms and tariffs set in the Technical Support agreement.

6.2. As part of the technical support, users are provided with consultations on the operation and configuration of the Software, assistance in troubleshooting, Software updates are carried out.

6.3. The Standard version of the Software is able to function without technical support, however, the access to Software Updates is not provided in this case, and the Software is operated by the User independently.

6.4. The User's data specified on the resources of the Copyright Holder and/or its Partners can be used by Technical Support specialists only for the purpose of processing the User's request.

7. Receiving informational and promotional materials

You agree to receive informational messages aimed at improving the security and usability of the Software from the Copyright Holder and its Partners.

8. Providing information

In order to increase the level of information protection and improve the quality of the Software, you agree to automatically provide the Copyright Holder with the following statistical and service information for processing: information about the installed Software, license data, technical information about the Computer and devices connected to it, information about the activity of the device on the Internet.

The information received is protected by VAS Experts LLC in accordance with the requirements established by law and the current rules of the Copyright Holder. The data is transmitted via encrypted communication channels.

9. Limitation of Liability

9.1. The Stingray Service Gateway Software is provided “as is”.

9.2. The Copyright Holder does not guarantee that the Stingray Service Gateway Software does not contain errors. However, in case of errors, the Copyright Holder undertakes to eliminate them free of charge, during the term of the technical support agreement with the User.

9.3. To the maximum extent permitted by the applicable law, the Copyright Holder and/or its Partners shall not be liable for any losses and/or damages (including losses due to lost commercial profits, business interruption, loss of information or other property damage) arising from the use or inability to use the Software, even if the Copyright Holder and its partners have been notified of the possible occurrence of such losses and/or damage. In any case, under any of the provisions of the License Agreement, the liability of the Copyright Holder and its Partners is limited to the amount actually paid for one calendar month of technical support. These restrictions cannot be excluded or limited in accordance with applicable law.

10. Term of the Agreement

10.1. The Agreement is valid from the moment of its acceptance and for the entire period of validity of the corresponding Software License.

10.2. In case of violation of any of the terms and conditions of the License Agreement by the User, the Copyright Holder has the right to terminate the License Agreement on the use of the Software at any time without notice and without reimbursement of the cost of the Software or its part and lock the License.

11. Intellectual Property Rights

11.1. The software, its documentation, all other intellectual property objects, as well as systems, ideas and methods of work, other information contained in the Software, trademarks are objects of intellectual property of the Copyright Holder or its Partners. The License Agreement does not grant Users and any third parties any rights to use intellectual property objects, including trademarks and service marks of the Copyright Holder or its Partners, except for the rights expressly granted by the License Agreement.

11.2. The User has no right to modify or change the Software in any way. It is prohibited to delete or modify copyright notices or other proprietary notices on any copy of the Software.

12. Applicable Law

12.1. The License Agreement is regulated in accordance with the applicable legislation.

12.2. All disputes, disagreements or claims arising from the Agreement or in connection with it, including those relating to its entry into force, conclusion, modification, execution, violation, termination or validity, are subject to consideration by the Arbitration Court.

12.3. If any provision of the License Agreement is found to be annulled, invalid, unenforceable or illegal, the remaining provisions of the License Agreement remain in full force and effect. If the terms and conditions of the Agreement conflict with the terms and conditions of any software license

agreement concluded between you and the Copyright Holder or its Partner, the terms and conditions of such license agreement prevail, in all other respects the terms and conditions of this Agreement shall be applied.

13. Final Provisions

13.1. The Agreement may be amended or supplemented by the Copyright Holder at any time without notifying the User about it. The new version of the Agreement comes into force from the moment it is posted on the Copyright Holder's website.

13.2. If the User continues using the Software after the changes and/or additions to the Agreement are made, it means full acceptance and consent of the User with such changes and/or additions.

14. Contact information of the Copyright Holder:

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