# C5 CDR Analyzer (Desktop), Terms & Conditions.

www.prosoftesolutions.com/

Last Updated [21/SEP/2020]

#### PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

#### AGREEMENT TO TERMS.

These Terms and Conditions constitute a legally binding agreement made between you the end user, whether personally or on behalf of an entity ("you") and Prosoft e-Solutions India Pvt. Ltd. ("we", "us" or "our"), concerning installing, downloading and accessing the C5 CDR Analyzer desktop application for Microsoft Windows PC ("Application"). You agree that by accessing the Application, you have read, understood, and agree to be bound by all these Terms and Conditions. IF YOU DO NOT AGREE WITH ALL THESE TERMS AND CONDITONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE APPLICATION AND YOU MUST PROMPTLY RETURN THE PACKAGE AND THE ACCOMPANYING ITEMS (including written materials and binders or other containers) TO US.

Supplemental Terms and Conditions or documents that may be posted on the Prosoft e-Solutions India Pvt. Ltd. website from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the "Last Updated" date of these Terms and Conditions and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Application after the date such revised Terms are posted.

#### LIMITATIONS OF LIABILITY.

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF DATA, MISREPRESENTATION OF DATA, FAULTY IMPORT DATA OR OTHER DAMAGES ARISING FROM YOUR USE OF THE APPLICATION. THIS APPLICATION AND ITS COMPONENTS ARE OFFERED FOR INFORMATIONAL PURPOSES ONLY; THIS APPLICATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, USEFULNESS, OR AVAILABILITY OF ANY INFORMATION MADE AVAILABLE VIA THE APPLICATION, AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR OMISSIONS IN THAT INFORMATION. YOU SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TAXES, DUTIES OR LEVEIES THAT MAY NOW OR HEREAFTER BE IMPOSSED BY ANY AUTHORITY UPON THIS AGREEMENT FOR THE SUPPLY, USE, OR MAINTENANCE OF THE APPLICATION, AND IF ANY OF THE FOREGOING TAXES, DUTIES, OR LEVEIES ARE PAID AT ANY TIME BY US, YOU SHALL REIMBURSE US IN FULL UPON DEMAND. IN NO EVENT SHALL WE OR OUR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF USE OR INABLILITY TO USE OUR PRODUCT, EVEN IF WE OR OUR DEALERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **GRANT OF LICENSE.**

We grant you the right to use one copy of the enclosed C5 CDR Analyzer application, which includes computer software and may include associated media, printed materials, and online or electronic documentation (all of which comprises the "Software") on a single terminal connected When you access the Application, we grant you a revocable, non-exclusive, non-transferable, limited right to install the Application on a licensed Microsoft Windows PC owned or controlled by you, and to access and use the Application on such devices strictly in accordance with the Terms and Conditions of this application license contained in these Terms and Conditions. You shall not (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) making any modification available over a network or other environment permitting access or use by multiple devices or users at the same time; (4) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Application. (5) use any proprietary information or any of our interfaces or our

Prosoft e-Solutions India Pvt. Ltd. C5 CDR Analyzer other intellectual property in design, development, licensing, or distribution of any applications or devices for use with the application.

## INTELLECTUAL PROPERTY RIGHTS.

Unless otherwise indicated, the Application is our proprietary property and all source code, databases, functionality, software, design and graphics in the Application (collectively, the "Content"), the icons and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and protected by copyright laws and international treaty provisions. The Content and the Marks are provided in the Application "AS IS" for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Application and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Application, you are granted a limited license to access and use the Application and to import or export files from the Application for any portion of the Content, to which you have properly gained access, solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Application, Content and the Marks.

## **DISTRIBUTION:**

If you are using the freeware (Trial Edition) or evaluation version of this Application, then you may not distribute any of the files provided with the freeware or evaluation version. The control DLL's, OCX's, and/or VBX's distributed with the retail product may be distributed by the user royalty free. Distribution by the user of any designers or design-time assistants (EXE's or DLL's), executables, source code, or license files (.LIC) distributed by us as part of this Application is prohibited. You shall not develop software that provides an application programmable interface to the Application or the Application as modified nor may you create Web Services with the Application without the appropriate license from us. Redistribution of our Application's DLL's, OCX's, and/or VBX's or your modified and/or wrapped versions of our OCX's without the appropriate redistribution license from us is prohibited.

## LIMITED WARRANTY.

You assume all responsibility for the selection of the software as appropriate to achieve the results you intend. We warrant that the enclosed original program media shall be free from defects in material and workmanship under normal use and conditions, and that the Application shall perform substantially as described in its documentation for a period of ninety (90) days from purchase. EXCEPT FOR THE FORGOING LIMITED WARRANTY, THE APPLICATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **CUSTOMER REMEDIES.**

Our entire liability and your exclusive remedy shall be, at Prosoft e-Solutions India Pvt. Ltd.'s options, either (a) return of the price payed or (b) repair or replacement of the software that does not meet our Warranty and which is returned to us with a copy of your invoice/receipt. This Limited Warranty is void if failure of the Application has resulted from accident, abuse, or misapplication. Any replacement Application will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

## **USER REPRESENTATIONS.**

By using the Application, you represent and warrant that: (1) You are currently employed by Law Enforcement Agency ("LEA"), and have proper clearance to use the Application; (2) all registration information you submit will be true, accurate, current and complete; (3) you will maintain the accuracy of such information and promptly update such registration information as necessary; (4) you have the legal capacity and you agree to comply with these Terms and Conditions; (5) you will not access the Application through automated or non-human means, whether through bot, script or otherwise; (5) you will not use the Application for any illegal or unauthorized purposes. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Application (or any portion thereof).

# **PROHIBITED ACTIVITIES.**

You may not access or use the Application for any purpose other than that for which we make the Application available. The Application may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. As a user of the Application, you agree not to: (1) systematically retrieve data or other Content from the Application to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us. (2) Make any unauthorized use of the Application, including collecting phone numbers and/or email addresses of users by electronic or other means for the purpose of sending unsolicited emails, or creating user accounts by automated means or under false pretenses. (3) Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user credentials. (4) Make improper use of our support services or submit false report of Application misbehavior. (5) Engage in any automated use of system, or using any data mining, robots, or similar data gathering and extraction tools. (6) Use any information obtained from the Application in order to harass, abuse or harm another person. (7) Use the Application as part of any effort to compete with us or otherwise use the Application and/or the Content for any revenue-generating endeavor or commercial enterprise. (8) Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Application. (9) Attempt to bypass any measures of the Application design to prevent access to the Application, or any portion of the Application. (10) Copy or adapt the Application's software, (11) Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Application. (12) Use the Application in a manner inconsistent with applicable laws or regulations. (13) REFUNDS WILL NOT BE PROVIDED FOR ANY EDITION OF THE APPLICATION, UNDER ANY CIRCUMSTANCES. WE DO NOT PROVIDE REFUNDS, OR CREDIT FOR ANY OF THE EDITIONS OF C5 CDR ANALYZER.

## TERM AND TERMINATION.

The license will continue until you physically destroy all copies of the Application and merged portions thereof, and return the original program media and documentation to us. These Terms and Conditions shall remain in full force and effect while you use the Application. WITHOUT LIMITING ANY OTHER PROVISIONS OF THESE TERMS AND CONDITONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE APPLICATION TO ANY PERSON FOR ANY REASON. WE MAY TERMINATE YOUR ACCESS TO THE APPLICATION WITHOUT CAUSE OR NOTICE, WHICH MAY RESULT IN FORFETURE AND DESTRUCTION OF ALL INFORMATION ASSOCIATED WITH YOUR ACCOUNT. ALL

Prosoft e-Solutions India Pvt. Ltd. C5 CDR Analyzer PROVISIONS OF THIS AGREEMENT THAT, BY THEIR NATURE SHOULD SURVIVE TERMINATION, INCLUDING, WITHOUT LIMITATION, OWNERSHIP PROVISIONS, INDEMNITY AND LIMITATION OF LIABILITY.

# **GENERAL PROVISION.**

You shall have no right to sub-license any of the rights of this agreement, for any reason. In the event of a breach by you of these terms and conditions, you shall be liable for all damages to us, and this agreement shall be terminated. If any provision of these terms and conditions shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions of these terms and conditions shall not be affected or impaired thereby.

# CONTACT US.

If you have any questions regarding privacy while using the Application, or have questions about our practices, please contact us via email: <u>info@prosoftesolutions.com</u>