

ATTENTION! Read the terms of the License Agreement carefully before using the software.

Start of the use of the software or clicking the button of confirmation of accepting the text of the License Agreement during the installation of the software means your unconditional acceptance of the terms of this License Agreement. If you do not agree with the terms of this License Agreement, you must terminate the software installation and/or delete the software.

The date of transfer of non-exclusive rights is the date of registration of the security key code.

If there is a license agreement in writing, the terms of use of the software as set forth in such license agreement are prevailing over the terms of the current end user License Agreement.

The current License Agreement is the contract of adhesion.

The current Licence Agreement (hereinafter – “Agreement”), in accordance with the article 435 and paragraph 2 of the article 437 of the Civil Code of the Russian Federation being a public offer, is concluded between Biokvant Limited Liability Company (hereinafter – “Licensor”), a legal entity, registered in accordance with the law of the Russian Federation, a copyright holder of the VedaPulse software including all software extensions, on the one hand, and a user of the VedaPulse software (hereinafter – “Licensee”), on the other hand, is concluded regarding the following:

Terms, used in the current User Agreement:

Acceptance – agreement to accept the contract.

Decompilation – a technical method of transforming the object code into the source code in order to study structure and coding of the VedaPulse software.

Disassembly – process and/or method of receiving the source code of the program on the assembler from the program in computer codes.

Installation – installation of the software (recording of all the files needed for the functioning of the software into relevant places of the computer file system), performed by a special program (file manager) in the computer operation system.

Licensor – owner of the VedaPulse software, transferring the license to another person (licensee), giving him the right to use the software as permitted by the agreement.

Licensee – a physical person, user of the VedaPulse software, who accepted the terms of this agreement. If the software was downloaded or purchased on behalf of a legal entity, the term "Licensee" ("You") hereinafter means the legal entity for which the software was downloaded or purchased and which instructed an individual to accept the current agreement on his/her own behalf.

Software – a computer program for VedaPulse, including all the software extensions (hereinafter – Software).

Software extensions - additional software components and services provided by the Licensor, extending the functionality of the software, that are used together with the software. You can get a more detailed information before purchasing such extensions.

Agreement – the current License Agreement.

Offer – a proposal of the offeror (some person) to acceptor (unlimited audience) to sign an agreement indicating all the necessary conditions.

Computer - an operating system, a virtual machine or equipment, including a workstation, a mobile device or a server for which the software is intended and/or on which the software is installed and/or for which the software is being used.

1. SUBJECT OF THE AGREEMENT

1.1. Subject to the terms and conditions set forth in this Agreement, the Licensor grants the Licensee the right to use the Software and its extensions on the terms of a simple non-exclusive license.

1.2. Acceptance of this offer means a 100% payment for the Software made by the Licensee, or the prepayment in accordance with the payment schedule signed by the parties.

1.3. Upon completion by the Licensee of the actions specified in paragraph 1.2. of this offer, acceptance of the current offer is considered completed and the license agreement between the Licensor and the Licensee is concluded.

1.4. Acceptance implies that the Licensee is familiar with the terms of this Offer and fully accepts them. In case of disagreement with any of the terms the Licensee refuses to conclude the Agreement.

1.5. All provisions of the current Agreement apply both to the Software in general, and its separate components and updates.

1.6. The current Agreement does not provide exclusive rights for the Software and/or its components, software extensions, its parts or components, but only the right to use the copy of the Software and its components in accordance with the terms of this Agreement.

1.7. This Agreement is to be signed before the Licensee starts using the Software and software extensions for the period of 1 (one) year, provided the proper execution by the Licensee of the terms of this Agreement.

1.8. Upon the expiration of the period specified in clause 1.7. of this Agreement, access to the Software is limited by the Licensor unilaterally. For the resumption of the access rights to the software the Licensee must pay for the next period of the updates and reprogram the electronic security key. 30 days before the end of the subscription the Licensee is notified with the related information in a pop-up window that appears when starting the Software.

1.9. After receipt of payment for the software update, the Licensor reprograms the Licensee's electronic security key, for which the Licensee must send the code of his/her security key to the email address: support@vedapulse.com.

1.10. The Licensor provides the Licensee with the right of an unlimited usage of the Software without territory limitations pursuant to the terms set forth by the Russian Federation and the current Agreement.

1.11. If you have received, downloaded and/or installed the software intended for the test purposes, you can only use the software for the purpose of familiarization and only for one trial period, unless otherwise specified, starting from the date of activation of the software. Any use of the software for other purposes or after the trial period is over, is prohibited.

2. COPYRIGHT AND TRADEMARKS

2.1. The Software is a result of an intellectual activity and is protected by copyright (computer program), which is regulated and protected by the Russian Federation intellectual property legislation and norms of International law.

2.2. The Software algorithms and its source codes (including their parts) are considered to be proprietary information of the Licensor. Any use of these algorithms or the Software in violation of the terms of the current Agreement is considered as an infringement of the rights of the Licensor and a reasonable cause for deprivation of the Licensee rights granted under the current Agreement.

2.3. The Licensor guarantees that it has all the necessary rights under this Agreement to provide them to the Licensee.

2.4. Liability for copyright infringement comes in accordance with the current legislation of the Russian Federation and International laws in case the software was used outside of the Russian Federation.

2.5. This Agreement does not grant any rights to the Licensee to use Trademarks or Service marks of the Licensor and/or its partners.

2.6. The Licensee shall not delete or make nearly invisible the information about copyright, trademark rights or patents, indicated in the Software, under any circumstances.

3. TERMS OF USE OF THE SOFTWARE

3.1. The current Agreement provides the right to use one copy of the Software within its functional capabilities via reproduction. Reproduction is limited by the right to install, copy and run the software.

3.2. The Licensee is not allowed to use the Software in any way if such use contradicts or leads to violation of the current legislation of the Russian Federation.

3.3. Minimum requirements for a PC for the Software to be used:

- Processor Intel Pentium 1800 MHz;
- Windows 7, 8, 10 operation system;
- RAM 1 Gb;
- storage capacity 80 Gb (including 10 Gb of free capacity);

- screen dimensions no less than 1280x720;
- video adapter NVidia GeForce 8000 or AMD Radeon HD 3000;
- video memory capacity 256 Mb;
- one free USB 2.0. ports.

In order to call a technical support staff using Skype, it is necessary to have Skype application set up.

*The Skype program is installed by the Licensee on their own.

3.4. Requirements, indicated in clause 3.3. of this Agreement are for a reference purpose only and may be changed by the Licensor without prior notice unilaterally. The Licensee must learn the current terms and requirements from the Licensor official website on his/her own.

3.5. To be able to use the Software on a particular computer, the Licensee must download it from the official Licensor website www.vedapulse.com in the section "Download".

3.6. The Licensee agrees not to allow any breach of exclusive rights of the Licensor for the Software. Particularly, without special written permission of the Licensor, not to distribute and not to allow distribution of the Software or its components and documentation by the third parties, including providing access to the third parties to use the Software in any way, including via network and other means.

3.7. The Licensee does not have a right to decompile or disassemble any of the Software parts, as well as translate them into other languages or try to obtain the source code of the Software and create their own programs for PC based on the Software, except where it is allowed by law or based on a separate Agreement with the Licensor.

3.8. It is not allowed to use the Software in any way that violates the laws of the Russian Federation or international law if the Software is being used outside of Russia.

3.9. The Licensee may not distribute the Software, import the copies of the Software for further distribution, carry out processing of the Software.

3.10. The Licensee may not start using the Software until the moment of Acceptance of this offer.

3.11. The Licensee using the Software has a right to receive information about updates, new versions of the Software and/or its separate program components, as well as to have an access to them pursuant to the terms and conditions set by the Licensor.

3.12. The Licensor does not guarantee operability of the Software if the terms of usage were breached by the Licensee, as well as in case of the breach of the terms of the current Agreement by the Licensee.

4. STARTING THE PROGRAM, COST OF THE SOFTWARE

4.1. In order to start working with the Software the Licensee needs to:

4.1.1. Download the VedaPulse Software from the official website of the Licensor: www.vedapulse.com and install it on the PC;

4.1.2. Insert the security key into a free USB port of the computer;

4.1.3. Run the Software on the computer, and then send the security key code specified in the window that will appear on the main page at launch and the serial number located at the bottom of the device to the representatives of the technical support of the Licensor;

4.1.4. This data is to be sent to the following e-mail address: support@vedapulse.com;

4.1.5. The activation of the security key is done by the representative of the technical support department of the Licensor within a period of no more than 3 (three) working days after the request of the Licensee;

4.1.6. After the activation of the security key, the Licensee can start using the software, in accordance with its functional capabilities;

4.2. The Licensee receives one copy of the security key and shall not hand it over to third parties.

5. SOFTWARE EXTENSIONS

5.1. In order to receive access to the additional extensions the Licensee shall:

5.1.1. Send the security key code to the Licensor by e-mail: support@vedapulse.com, indicating the Software extensions, the access to which he would like to purchase, or send a request to the Agent, working on the territory of the Licensee location.

5.1.2. Pay for the extensions to the Licensor.

5.2. Payment to the Licensor for granting the access to the extensions is done in rubles/EUR/USD within 3 (three) working days from the moment of issuing the invoice.

5.3. The payment is considered completed on the day the money are credited to the Licensor's account.

5.4. In case the purchase of access is done through the Agent, payment shall also be made to the Agent at the time specified by the Agent.

5.5. After receiving the payment from the Licensee or from the Agent, the Licensor must reregister the security key code within 3 (three) working days, thereby giving access to the Licensee to the paid Software extensions.

6. REFUNDS

6.1. In accordance with the legislation of the Russian Federation, the Licensee may cancel the order for the Software extensions at any time before receiving them.

6.2. The fact of receiving extensions is the registration of the security key code.

6.3. Return of the Software extensions after receiving is impossible due to the fact that the Licensee acquires the right of usage which belongs to the objects of copyright and is protected as a literary work (Civil code of RF, part 4, article 1259). In their turn, non-periodical publications in accordance with the Law on consumer protection of the Russian Federation (Ch. 2, p. 25) refer to the list of non-food goods that cannot be returned or exchanged (as amended by Resolutions of the Government of the Russian Federation of 20.10.1998 No. 1222, of 06.02.2002 No. 81).

6.4. The refund is made only at the personal request of the Licensee, sent to the following e-mail: support@vedapulse.com before the occurrence of the event specified in paragraph 6.2. of this agreement.

6.5. Inadequate knowledge of the Licensee can not be a reason for a refund, including but not limited to, the following circumstance: the impossibility of usage of the Software due to the mismatch of settings and/or versions of the used system and other software.

6.6. The Licensee is solely responsible for any mistakes made by him/her in the process of payment for the Software access.

7. TERM OF THE AGREEMENT AND PECULARITIES OF ITS APPLICATION

7.1. Non-exclusive rights for use of the Software are granted for the period stipulated in clause 1.7. of this Agreement.

7.2. This License Agreement grants the right to use the Software in accordance with the functional capabilities stated in the technical documentation, including, but not limited to, obtaining information about new versions (updates) of the Software and access to their installation and usage.

7.3. The rights for all new versions (updates) and Software extensions are granted to the Licensee under and during the term of this Agreement unless the Licensee is prompted to read and accept the additions to this Agreement or a separate License agreement during the Software upgrade.

8. TECHNICAL SUPPORT

8.1. Licensor provides technical support to the Licensee, including issues related to the functionality, peculiarities of installation and usage of the Software in the manner and on the terms specified in the technical documentation.

8.2. The Licensee has a right to contact Technical support staff of the Licensor without any additional fees only for technical support questions.

8.3. In order to receive technical support the Licensee must register on the official website of the Licensor – www.vedapulse.com, indicating personal contact information and other data requested by the Licensor.

8.4. The Licensee may obtain more information about the possibilities of using the Software in the "Help" section or in the user manual located on the Licensor website.

9. LIABILITIES OF THE PARTIES

9.1. For violation of the terms of the current Agreement the Parties are responsible in accordance with the laws of the Russian Federation or International law if the Software is used outside of Russia.

9.2. The Licensee confirms that he/she is aware that the right to use the Software is granted without any guarantee that the Software answers any purpose. Licensee is aware about the functional and technical features of the Software and he/she bears any risks of whether or not the Software is chosen correctly.

9.3. The Licensor is not liable to the Licensee for any loss, any lost profit, information or savings related to the use of or failure to use the Software, including in case of prior notification from the Licensee about the possibility of such loss, or claims from any third party.

9.4. All the recommendations, assessment results and data obtained after testing do not replace a doctor consultation for the Licensee or any third parties tested with the use of the Software. The Licensor shall not be liable to the Licensee or any third party for any damages, including, but not limited to: health, loss of income or other damages in any form.

10. WARRANTY

10.1. If any errors occur while working with the Software, the Licensor will take necessary measures to fix them in a shortest time possible. Parties agree that the exact time of fixing the errors cannot be determined as the Software is closely connected to other PC programs of other developers, the operation system and hardware recourses of the Licensee's PC, thus operability and time needed to fix the problems do not depend solely on the Licensor.

10.2. The Licensor cannot guarantee flawless operation of the Software and correct installation of the additional components, as well as new versions (updates) in case the Licensee does not follow clause 3.3. of the current Agreement, changes the components or the Software's structure, database with assessment results or the patients' cards, which are stored in DB/Data folder.

11. VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

11.1. For all questions that are not regulated by the current Agreement, the Parties are guided by the laws of the Russian Federation or International law if the Software is used outside of Russia.

11.2. If the Licensee violates the terms of the current Agreement, including but not limited to the terms specified in clause 3 of the current Agreement, the Licensor has a right to unilaterally terminate this Agreement and notify the Licensee using any available means.

11.3. In case of termination of the current Agreement by any of the parties and for any reason, the Licensee shall stop using the program and delete all copies of the Software installed on the Licensee's PC, including reserve copies and all the Software components.

11.4. If a competent court acknowledges any of the provisions of the current Agreement invalid, the Agreement endures for the rest part.

11.5. The current Agreement also covers all the updates (new versions) of the Software, provided to the Licensee during the period of its validity, unless the Licensee is offered to read and accept a separate License Agreement or additions to the current Agreement during the Software update.

11.6. The Licensor has the right to unilaterally fully or partially withdraw from the Agreement if the Licensee provides the rights to use the Software to third parties.

12. LICENSOR CONTACT INFORMATION

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