



MigrationFX

End User License Agreement

1. SCOPE & APPLICATION

This End-User License Agreement (EULA) is a legal agreement between you (either an individual or a single entity) and Unified FX Limited for the Software Utility (PRODUCT) identified above, which includes computer software and may include online or electronic documentation. By installing, copying, or otherwise using the Software, you agree to be bound by the terms of this EULA.

If you do not agree to the terms of this EULA, do not install or use the Software.

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the Software. Unified FX Limited Software is licensed, not sold.

2. GRANT OF LICENSE

The continued use of the software requires an annual “right to use” license fee to be paid.

This EULA grants you the following rights:

3. USE AND COPY

Subject to your compliance with the terms and conditions of this Agreement and payment of the applicable annually recurring license fees, Unified FX Limited grants you the right to use as follows :

One non-transferable, non-exclusive, royalty-free license to install and use on one (1) machine which is identified by its hardware key. Once licensed to a particular machine, the license cannot be transferred or assigned without the explicit consent of Unified FX Limited.

The Software is supplied including one year RTU (Right To Use), required for operation. The RTU is renewable annually by subscription to allow for continuous operation.

The Software

You may make copies of the Software for backup and archival purposes only.

4. RESTRICTIONS

Except to the extent that such restriction is not permitted under applicable law, you are not permitted (and you agree not to) reverse engineer, decompile, disassemble or create derivative works of or modify the Software Product. Nothing contained herein shall be construed, expressly or implicitly, as transferring any right, license or title to you other than those explicitly granted under this EULA. Unified FX Limited reserves all rights in its intellectual property rights not expressly agreed to herein.

Unauthorised copying of the Software Product or failure to comply with the restrictions in this EULA (or other breach of the license herein) will result in automatic termination of this Agreement and you agree that it will constitute immediate, irreparable harm to Unified FX Limited for which monetary damages would be an inadequate remedy, and that injunctive relief will be an appropriate remedy for such breach.



You may not sell copies of the Software to third parties without express written consent of Unified FX Limited.

All licenses are restricted on a phone count value. This is the total number of phones across activated clusters.

Once active all phones on a cluster are counted within the allowable total phone count. Activated cluster phone counts can only be removed with explicit consent from Unified FX Limited.

5. EVALUATION

Evaluation copies may be distributed freely without charge so long as the Software remains whole including but not limited to existing copyright notices, installation and setup utilities, help files, licensing agreements, run-time libraries, etc. and DOES NOT CONTAIN either valid serial numbers, illegal serial numbers, or any other serial number not issued by Unified FX Limited and or its representatives. In executing such an act, or similar copyright or license violation, to the maximum extent permitted by applicable law you may be held liable for loss of revenue to Unified FX Limited or Unified FX Limited's representatives due to loss of sales or devaluation the Software or both.

You may not rent or lease Software without the express written consent of Unified FX Limited.

You may NOT transfer your rights under this EULA of your licensed copy of the product(s).

You must comply with all applicable laws regarding the use of the Software.

6. TERMINATION

Unified FX Limited may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software including license keys and ID information.

7. COPYRIGHT

All title and copyrights and intellectual property rights in and to the Software and any copies thereof are owned by Unified FX Limited.

8. REGISTRATION KEY CODE COPYRIGHT NOTICE

The registration key received and used to activate any full product or trial period of this Software is NOT public and maintains full Copyright status. Any public display or public transfer of this key will be considered to be in breach of this End User License Agreement for Software.

Any license token (key or file) provided by Unified FX Limited may not be transferred to any third party without the permission of Unified FX Limited. Further, Unified FX Limited reserves the right to revoke any license token found to have been transferred to or in use by any third party without such permission. The licensor shall not be entitled to any refund or credit for any license revoked for this reason.



9. NO WARRANTY

Any use of the software is at your own risk. To the maximum extent permitted by applicable law, the software disclaims all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and noninfringement.

10. NO LIABILITY FOR DAMAGES.

To the maximum extent permitted by applicable law, in no event shall Unified FX Limited be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software, even if the software has been advised of the possibility of such damages.

11. DATA COLLECTION

The Software may contain certain features that collect, and transmit data to UnifiedFX about the installation, setup, and use of the License. The purposes of data collection is solely to verify compliance with the License parameters and terms of this Agreement.

12. MISCELLANEOUS

Should you have any questions concerning this EULA please contact Unified FX Limited at the following email address; mail@unifiedfx.com