



**SkalarkilO Profiler  
Home User  
and  
Commercial User  
LICENCE AGREEMENT**

Terms and conditions

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and SKALARKI electronics Ltd. The SOFTWARE(s) identified above, which includes the Documentation, any associated SOFTWARE components, any media, any printed materials, is referred to as "Software". 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.

## 1. LICENCING

You have purchased one or more licenses to use the SkalarkiIO Profiler Software. The maximum number of activations for the Software is stored in the License Key file and can be viewed at any time by opening dedicated tab in About window. You are not permitted to exceed the maximum number of registrations. Depending on the number of allowed activations specified in the license, Software can be activated on a single computer or on a maximum of 3 machines in cockpit set-up.

The Software must be installed in a single geographic location for use by a single person (e.g. home computer or simulator computer). For the avoidance of doubt, it is not permissible to install a single user license in two site offices.

SKALARKI electronics Ltd reserves the right to remotely verify user status and compliance with these usage restrictions.

SkalarkiIO Profiler is delivered with 3 types of licenses:

1. **Home User License** only for private users, where system is used at home and non profit activities. Home User License is free, but registration and obtaining license key is needed.
2. **Commercial License** for any type of commercial activity like entertainment or not approved pilot training excluding usage described in point 3. **Commercial License** costs are explained in separate document. Registration and obtaining license key is mandatory.
3. **Professional License** for approved hours training. Registration and obtaining license key is mandatory. **Professional License** costs are explained in separate document. Registration and obtaining license key is mandatory.

## 2. COPYRIGHT

All title and copyright in all parts of the Package shall remain the property of SKALARKI electronics Ltd. All rights reserved.

A320	Version	1.02-2020	2
	SkalarkiIO Profiler – License T&C's		

### 3. LIMITED REMEDY AND DISCLAIMER

The licensed materials provided hereunder are provided as they are without warranty of any kind, either express, implied or statutory, including without limitation, any warranty with respect to non-infringement, merchantability or fitness for a particular purpose.

SKALARKI electronics Ltd sole liability and Your exclusive remedy with respect to any failure of the Software to perform in accordance with their specifications during the first (90) days after receipt by You will be limited to error correction or replacement, or if neither is in SKALARKI electronics Ltd opinion commercially feasible, termination of this EULA and refund of any license fee received by SKALARKI electronics Ltd from You in respect of the relevant Software.

In the event of failure of any of the Software to perform in accordance with their specifications after said ninety (90) day period, SKALARKI electronics Ltd shall have no obligation to replace or refund Your monies in connection therewith. SKALARKI electronics Ltd does not warrant that the functions contained in any of the Software will meet Your requirements, or that the operation of the Licensed Materials will be uninterrupted or error free, or that defects in the Software will be corrected. Furthermore, SKALARKI electronics Ltd does not warrant or make any representations regarding Your use or the results of Your use of the Software in terms of correctness, accuracy, reliability or otherwise.

### 4. LIMITATION OF LIABILITY

The entire liability of SKALARKI electronics Ltd in respect of any breach of its contractual obligations arising under this EULA and any representation, statement or tortious act or omission, including negligence or intentional conduct arising under or in connection with this EULA shall be limited to damages in an amount equal to all fees paid by you to SKALARKI electronics Ltd in the preceding twelve (12) months for the applicable Software.

Notwithstanding the foregoing, SKALARKI electronics Ltd will not be liable to you with respect to any event of default for loss of data, profits, goodwill or any type of special, indirect, exemplary or consequential damages (including loss or damage suffered by you as a result of any action brought by a third party) even if such damage was reasonably foreseeable or SKALARKI electronics Ltd had been advised of the possibility of your incurring the same, and regardless of whether such event of default is styled as being based upon contract, tort, statutory or other law.

This limitation shall apply notwithstanding the failure of the essential purpose of any limited remedies herein, to the extent permitted by law. Nothing in this section will confer any right or remedy upon you to which you would not otherwise be legally entitled. You acknowledge that except as set forth herein, no promise, representation, warranty or undertaking has been made by SKALARKI electronics Ltd to you or to any person on your behalf as to the profitability or any other consequences or benefits to be obtained from use of the Software. You have relied solely upon your own skill and judgment in acquiring the licensed materials.

A320	Version	1.02-2020	3
	SkalarkilO Profiler – License T&C's		

## 5. VALIDATION

The SkalarkiIO Profiler software communicates periodically with Licensing Server to check and provide feedback on updates and new releases of the software. This data is also used to provide access to internet based services such as component PDF downloads. The information transmitted includes the license key and the version of the software in use. It may also contain usage data on specific features of the software that can be used to help SKALARKI electronics Ltd better target product development. It does not contain any personal information or data. By using the Software, you consent to the transmission of this information.

If in the course of transmission it is determined that the Software is pirated or otherwise not fully licensed then the functionality or experience of using the Software may be affected.

## 6. RESTRICTIONS

The Software is licensed, not sold. This agreement only gives you some rights to use the features included in the Software edition you licensed. SKALARKI electronics Ltd reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the Software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the Software that only allow you to use it in certain ways. You may not

- 6.1 Work around any technical limitations in the Software;
- 6.2 Reverse engineer, decompile or disassemble the Software, except and only to the extent that applicable law expressly permits, despite this limitation;
- 6.3 Make more copies of the Software than specified in this agreement or allowed by applicable law, despite this limitation;
- 6.4 Publish the Software for others to copy;
- 6.5 Use the Software in any way that is against the law;
- 6.6 Rent, lease or lend the Software;

## 7. WAIVER

The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.


## 8. SEVERABILITY

If any part of this Agreement becomes invalid, illegal or unenforceable, the parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible validly gives effect to their intentions as expressed in this Agreement. Failure to agree on such a provision within six months of commencement of those negotiations shall result in automatic termination of this Agreement. The obligations of the parties under any invalid, illegal or unenforceable provision of the agreement shall be suspended during such a negotiation.

A320	Version	1.02-2020	4
	SkalarkiIO Profiler – License T&C's		

## 10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the jurisdiction of the English Courts.

A320	Version	1.02-2020		5
	SkalarkilO Profiler – License T&C's			