

# RASS End-User License Agreement (EULA)

## 1. END-USER LICENSE AGREEMENT ("AGREEMENT")

Last updated: 29 June 2020

PLEASE READ THIS CONTRACT CAREFULLY. BY USING, COPYING OR DISTRIBUTING ALL OR ANY PORTION OF THIS SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED.

IF YOU DO NOT AGREE, DO NOT USE THIS SOFTWARE.

## 2. INTERPRETATION AND DEFINITIONS

### 2.1. Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### 2.2. Definitions

For the purposes of this End-User License Agreement:

- **Agreement** means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Application.
- **Application** means the software program and accompanying explanatory written materials provided by the Company downloaded by You to a Device, named RASS,
- **RASS** is a registered trademark and means Radar Analysis Support System and includes all product families i.e. RASS-S, RASS-R, RASS-M.
- **Update** means any upgrade, bug fix, modification, patch or addition to the Application made available to You.
- **Permitted Number** means one (1) unless otherwise indicated under a valid license granted by the Company.
- **Dongle** means a small piece of computer hardware that connects to a port of the Device to enable, validate or provide the Application with additional functionality.
- **Company** (referred to as either "IE", "the Company", "We", "Us" or "Our" in this Agreement) refers to Intersoft Electronics NV, Lammerdries-oost 27, 2250 Olen, Belgium.
- **Content** refers to content such as text, images, or other information that can be exported, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **Device** means any device that can access the Application such as a computer, a cellphone or a digital tablet.
- **Third-Party Services** means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Application.



- **You** means the individual accessing or using the Application or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.
- **Purchase Fee** means the initial fee to be paid to receive a valid license (Dongle) and gain access to the current version of the Application.
- **Maintenance Fee** means the yearly fee to be paid to gain access to future versions of the Application and any Updates

### 3. ACKNOWLEDGEMENT

By clicking the "I Agree" button, downloading or using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not click on the "I Agree" button, do not download or do not use the Application.

This Agreement is a legal document between You and the Company and it governs your use of the Application made available to You by the Company.

The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement.

## 4. LICENSE

### 4.1. Scope of License

The Company grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement for the Permitted Number of Devices.

The license that is granted to You by the Company is solely for your personal purposes strictly in accordance with the terms of this Agreement.

### 4.2. Dongle

The Application contains features and functionality that are protected by a hardware activation mechanism (Dongle).

A Dongle and any accompanying license files are provided to You upon payment of the Purchase Fee.

Broken or non-functional Dongles are replaced upon return of the original, non-functional, Dongle to the Company. The Company reserves the right to charge additional fees to cover the costs.

Loss of a Dongle will lead without exception to the payment of a Purchase Fee.

### 4.3. License Restrictions

You agree not to, and You will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the Application.
- Modify, adapt, translate or create derivative works based upon the Application.
- Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent You may be expressly permitted to decompile under applicable law.
- Access, or attempt to access, or otherwise circumvent the permissions that control activation of features and functionality protect by a Dongle or other activation mechanism.
- Integrate, automate or otherwise integrate the Application in any another software application without the explicit written approval of the Company.



## 5. CONTENT

### 5.1. Content Restrictions

All Content to be publicly released by You in connection with the Application or any outputs of the Application shall bear a legend identifying the Company as the (trademark) owner.

You expressly understand and agree that You are solely responsible for the Content produced using the Application.

You may not produce, transmit, or publicly release any Content that is unlawful, offensive, libelous, defamatory, false or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Agreement.

## 6. INTELLECTUAL PROPERTY

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.

The Company shall not be obligated to indemnify or defend You with respect to any third party claim arising out of or relating to the Application. To the extent the Company is required to provide indemnification by applicable law, the Company shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Application or your use of it infringes any third party intellectual property rights.

## 7. YOUR SUGGESTIONS

You have no obligation to provide Us with ideas, suggestions, or proposals but any feedback, comments, ideas, improvements or suggestions provided by You to the Company with respect to the Application shall remain the sole and exclusive property of the Company.

The Company shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to You.

## 8. MODIFICATIONS TO THE APPLICATION

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or parts thereof including any service to which it connects, with or without notice and without liability to You.

### 8.1. Updates to the Application

The Company may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications.



Updates may modify or delete certain features and/or functionalities of the Application. You agree that the Company has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to You.

You further agree that all updates or any other modifications will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

## 8.2. Maintenance and Support

The Company provides maintenance and support for the Application during one (1) year, unless agreed otherwise, after payment of a Purchase Fee or Maintenance Fee according to the [General Terms and Conditions](#).

Maintenance and support includes access to minor and major release of the Application and any Updates as well as phone, e-mail, and Skype support during normal working days/hours: from Monday till Friday between 09:00 and 16:00 (UTC+1), unless agreed otherwise.

In case You do not pay the Maintenance Fee, You remain licensed for the most recent Application version made available by the Company. You can re-gain access to maintenance and support for the Application by paying all outstanding Maintenance Fees or a Purchase Fee.

Loss of a Dongle is in no event covered by maintenance and support contracts.

To the extent that any maintenance or support is required by applicable law, the Company shall be obligated to furnish any such maintenance or support.

## 9. THIRD-PARTY SERVICES

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Application. Third-party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

## 10. TERM AND TERMINATION

This Agreement shall remain in effect until terminated by You or the Company.

The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your Device.

Upon termination of this Agreement, You shall cease all use of the Application and delete all copies of the Application from your Device.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

## 11. INDEMNIFICATION

You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.



## 12. NO WARRANTIES

The Application is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law. To the extent any warranty exists under law that cannot be disclaimed, the Company shall be solely responsible for such warranty.

## 13. LIMITATION OF LIABILITY

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Application or through the Application.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

## 14. SEVERABILITY AND WAIVER

### 14.1. Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### 14.2. Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.



## 15. PRODUCT CLAIMS

The Company does not make any warranties concerning the Application. To the extent You have any claim arising from or relating to your use of the Application, the Company is responsible for addressing any such claims, which may include, but not limited to: (i) any product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection, or similar legislation.

## 16. LEGAL COMPLIANCE

You represent and warrant that (i) You are not located in a country that is subject to government embargo, or that has been designated by any government as a "terrorist supporting" country, and (ii) You are not listed on any government list of prohibited or restricted parties.

## 17. CHANGES TO THIS AGREEMENT

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

## 18. GOVERNING LAW

The laws of Belgium, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

## 19. SPECIFIC PROVISIONS

### 19.1. "Performance"

In an operational environment, performance and operation of RASS is highly dependent on the quality of the input surveillance data, but also on configuration and usage by Licensee. The Application shall therefore only be considered as a software system to help verify, predict or simulate Surveillance Sensor or Tracker Performance at any given moment in its life cycle. Further more, the Application shall not be used as the sole means for safety critical decisions or system acceptance. Licensee accepts full responsibility in connection to any safety critical decisions or system acceptance and the Company expressly declines any responsibility in connection with such safety critical decisions or system acceptance.

The Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, DO NOT and CANNOT warrant the performance or results that may be obtained from using the Application, except to the extent where this cannot or may not be excluded or limited by law applicable to the Licensee jurisdiction. While the Application has not been certified, it is actively maintained in response to user feedback and its development and maintenance process follows strict quality procedures, therefore the Company deems the Application is suitable for Surveillance Infrastructure Performance Analysis and Fault Finding.

### 19.2. Pre-release Application

If the product You have received with this license is pre-commercial release or beta software ("Pre-release Application"), then this section applies. To the extent that any provision in this section is in conflict with any other terms or conditions in this Agreement, this section shall supersede such other term(s) and condition(s) with respect to the Pre-release Application, but only to the extent necessary to resolve the conflict. You acknowledge that the Application is a pre-release version, does not represent final product from the Company, and may contain bugs, errors and other problems that could cause system or other failures and data loss.





You acknowledge that the Company does guarantee that Pre-release Application will be announced or made available to anyone in the future. The Company has no expressed or implied obligation to You or anyone else to announce or introduce the Pre-release Application and may not introduce a product similar to or compatible with the Pre-release Application. Furthermore any Pre-release Application is only to be used for test purposes, the Company strongly discourages the use of any Pre-release Application for measurements or analysis purposes.

Accordingly, Licensee acknowledges that use of the Pre-release Application or any product associated with the Pre-release Application, is done entirely at Licensee's own risk. During the term of this Agreement, if requested by the Company, Licensee will provide feedback to the Company regarding testing and use of the Pre-release Application, including error or bug reports. Licensee agrees not to sub-license, lease, loan, rent, assign or transfer the Pre-release software. Upon receipt of a later unreleased version of the Pre-release Application or upon public release of a commercial version of the Application, whether as a stand-alone product or as part of a larger product, Licensee agrees to return or destroy the earlier Pre-release Application received from the Company and to abide by the terms of the license agreement for any such later versions of the Pre-release Application.

## 20. THIRD PARTY COMPONENTS

The Application uses third party component. Their relevant licenses are referenced in this section.

### 20.1. BSD License (OpenG Toolkit)

OpenG Toolkit

Copyright (c) 1995-2004 Mark Adler, Jean-loup Gailly; 1998-2004 Gilles Vollant; 2002-2006 Jean-Pierre Drolet, Heiko Fetting; 2002-2007 Cal-Bay Systems, Inc.; 2002-2009 Christophe Salzmänn; 2002-2010 Jim Kring; 2003 Paul F. Sullivan; 2003-2008 Rolf Kalbermatter; 2004 Enrique Vargas, Michael C. Ashe; 2006 JKI; 2006-2007 MKS Instruments Inc.; 2008 T. Plomp; 2010-2011 Jonathon Green

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## 20.2. LGPLv3 (Qt)

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Version 3, 29 June 2007

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the terms and conditions of version 3 of the GNU General Public  
License, supplemented by the additional permissions listed below.

### 0. Additional Definitions.

As used herein, "this License" refers to version 3 of the GNU Lesser  
General Public License, and the "GNU GPL" refers to version 3 of the GNU  
General Public License.

"The Library" refers to a covered work governed by this License,  
other than an Application or a Combined Work as defined below.

An "Application" is any work that makes use of an interface provided  
by the Library, but which is not otherwise based on the Library.  
Defining a subclass of a class defined by the Library is deemed a mode  
of using an interface provided by the Library.

A "Combined Work" is a work produced by combining or linking an  
Application with the Library. The particular version of the Library  
with which the Combined Work was made is also called the "Linked  
Version".

The "Minimal Corresponding Source" for a Combined Work means the  
Corresponding Source for the Combined Work, excluding any source code  
for portions of the Combined Work that, considered in isolation, are  
based on the Application, and not on the Linked Version.

The "Corresponding Application Code" for a Combined Work means the  
object code and/or source code for the Application, including any data  
and utility programs needed for reproducing the Combined Work from the  
Application, but excluding the System Libraries of the Combined Work.

### 1. Exception to Section 3 of the GNU GPL.

You may convey a covered work under sections 3 and 4 of this License  
without being bound by section 3 of the GNU GPL.

### 2. Conveying Modified Versions.

If you modify a copy of the Library, and, in your modifications, a  
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that uses the facility (other than as an argument passed when the  
facility is invoked), then you may convey a copy of the modified  
version:

- a) under this License, provided that you make a good faith effort to  
ensure that, in the event an Application does not supply the  
function or data, the facility still operates, and performs  
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- b) under the GNU GPL, with none of the additional permissions of  
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### 3. Object Code Incorporating Material from Library Header Files.

The object code form of an Application may incorporate material from a header file that is part of the Library. You may convey such object code under terms of your choice, provided that, if the incorporated material is not limited to numerical parameters, data structure layouts and accessors, or small macros, inline functions and templates (ten or fewer lines in length), you do both of the following:

- a) Give prominent notice with each copy of the object code that the Library is used in it and that the Library and its use are covered by this License.
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### 4. Combined Works.

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- d) Do one of the following:
  - 0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.
  - 1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.
- e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)



### 5. Combined Libraries.

You may place library facilities that are a work based on the Library side by side in a single library together with other library facilities that are not Applications and are not covered by this License, and convey such a combined library under terms of your choice, if you do both of the following:

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.
- b) Give prominent notice with the combined library that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

### 6. Revised Versions of the GNU Lesser General Public License.

The Free Software Foundation may publish revised and/or new versions of the GNU Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library as you received it specifies that a certain numbered version of the GNU Lesser General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that published version or of any later version published by the Free Software Foundation. If the Library as you received it does not specify a version number of the GNU Lesser General Public License, you may choose any version of the GNU Lesser General Public License ever published by the Free Software Foundation.

If the Library as you received it specifies that a proxy can decide whether future versions of the GNU Lesser General Public License shall apply, that proxy's public statement of acceptance of any version is permanent authorization for you to choose that version for the Library.

## 20.3. Boost License (Boost)

Boost Software License - Version 1.0 - August 17th, 2003

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Version 1.0, January 1, 2003

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However, programs must still identify their use of Qwt. The following example statement can be included in user documentation to satisfy this requirement:

```
[program/widget] is based in part on the work of
the Qwt project (http://qwt.sf.net).
```

---

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Version 2.1, February 1999

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```

```
<signature of Ty Coon>, 1 April 1990
Ty Coon, President of Vice
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