

# **Bill Redirect Software User License Agreement**

## **(End User Software License Agreement)**

**IMPORTANT:** This Software license agreement ("EULA") is a legal agreement between your Company / Organization and "Les logiciels Bill Production inc.". Read it carefully before completing the installation process and using the Software. By installing and using the Software "Bill Redirect", you are confirming your acceptance of the Software and agreeing to become bound by the terms of this agreement. If you do not agree with the terms of this EULA, do not install or use the Software "Bill Redirect **User License**".

### **1. Definitions**

"Software" means the **User licensed** "Bill Redirect" Software program.

### **2. License Grants**

The licenses granted in this section are subject to the terms and conditions set forth in this EULA.

**2.1** Upon your acceptance of this Agreement "Les logiciels Bill Production inc." grants you a non-exclusive, non-transferable, limited license to install and use the Software on one computer without being able to transfer to another computer.

#### **2.2 License Types**

**2.2.1 Named User License:** Under the terms of a Named **User License**, is licensed to use the Software on one device at a time. The User may install and use one copy of the Software on a single real computer. A Named **User License** for the Software may not be shared or used at the same time on different devices.

**2.2.2 User License Agreement:** You can install this license on one computer and you may not transfer the Software from one computer to another.

#### **2.3 Additional Licensing Requirements**

**2.3.1 Virtualization Technology:** The Software can not be installed in a virtual computer or in a emulated system.

### **3. License Restrictions**

Except to the extent contrary to applicable law:

**3.1** The Software is licensed as a single product. The Software and its constituent parts, such as any provided Add-ons or other files, may not be reverse engineered, decompiled, disassembled or separated for use on more than one computer, nor placed for distribution, sale, or resale as individual creations by you.

**3.2** You may not alter, merge, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human- perceivable form.

**3.3** In the event that you fail to comply with this EULA, "Les logiciels Bill Production inc." may terminate the license and you must destroy all copies of the Software (with all other rights of both parties and all other provisions of this EULA surviving any such termination).

### **4. Ownership**

The foregoing grants of rights give you limited license to use the Software. Except as expressly provided in this Agreement, "Les logiciels Bill Production inc." and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Software and all copies thereof. All rights not specifically granted in this EULA, including Federal and International Copyrights, are reserved by "Les logiciels Bill Production".

## **5. LIMITATION OF LIABILITY**

**5.1** NEITHER "Les logiciels Bill Production inc." NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF "Les logiciels Bill Production inc." OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**5.2** "Les logiciels Bill Production inc." TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE.

**5.3** SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

**5.4** THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS EULA.

## **6. Basis of Bargain**

The Limited Warranty and Disclaimer, Exclusive Remedies and Limitation of Liability set forth above are fundamental elements of the basis of the agreement between "Les logiciels Bill Production inc." and you.

"Les logiciels Bill Production inc." would not be able to provide the Software on an economic basis without such limitations. Such Limited Warranty and Disclaimer, Exclusive Remedies and Limitation of Liability inure to the benefit of "Les logiciels Bill Production inc." licensors.

## **7. Intellectual Property Rights**

If the licensed right of use for the Software is purchased by you with an intent to reverse engineer, decompile, or illegally transfer any intellectual property, trade secrets, including any exposed methods or source code where provided, no right of use shall exist, and any products created as a result shall be judged illegal by definition of all applicable law. Any sale or resale of intellectual property or created derivatives so obtained will be prosecuted to the fullest extent of all local, federal and international law.

## **8 General**

**8.1** This EULA shall be governed by the internal laws of the State of Quebec, Canada, without giving effect to principles of conflict of laws. You hereby consent to the exclusive jurisdiction and venue of the state courts sitting in the State of Quebec or the federal courts in the State of Quebec to resolve any disputes arising under this EULA. In each case this EULA shall be construed and enforced without regard to the Canada Convention on the International Sale of Goods.

**8.2** If the Software was acquired outside the Canada, then you agree and ascend to the adherence to all applicable international treaties regarding copyright and intellectual property rights which shall also apply. In addition, you agree that any local laws to the benefit and protection of "Les logiciels Bill Production inc." ownership of, and interest in, its intellectual property and rights of recovery for damages thereto will also apply.

**8.3** This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by you in relation to the Software licensed hereunder shall be of no effect. The failure or delay of "Les logiciels Bill Production inc." to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach.

**8.4** No "Les logiciels Bill Production inc." dealer, agent or employee is authorized to make any amendment to this EULA.

**8.5** If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

**8.6** A waiver by either party of any term or condition of this EULA or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

*If you have any questions concerning this EULA, or if you desire to contact "Les logiciels Bill Production inc." for any reason, please contact us by email at [info@BillProduction.com](mailto:info@BillProduction.com)*