



## **END USER LICENSE AGREEMENT**

This End User License Agreement has been made on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_.

### **License**

1. Under this End User License Agreement (the "Agreement"), V360 Technetronic LLP (the "Vendor") grants to the user (the "Licensee") a non-exclusive and non-transferable license (the "License") to use Vision360 (the "Software, Viewer & hardware, cumulatively Vision360 Product Range"). Licensee shall have no right to distribution, selling, sub-selling, leasing sublicense, assign or otherwise transfer or share its rights hereunder
2. "Software & Viewer" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.
3. Title, copyright, intellectual property rights and distribution rights of the Software & Viewer remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software & Viewer. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software & Viewer.
4. The Software may be loaded onto no more than one computer. A single copy may be made for backup purposes only.
5. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software & Viewer for use by one or more third parties.
6. Under this agreement, the licensee allows using Vision360 for personal & non-commercial purposes use only & can't provide a professional services with it to others (Company or Individual) with or without charges or against any type commercial or non-commercial favor.

7. The Software & Viewer may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
8. Authentication System. The Software contains technological measures that, working in conjunction with Vision360 computer servers, are designed to prevent unlicensed or illegal use of the Software (collectively, the "Authentication System"). You acknowledge and agree that such Authentication System allows V360 Technetronic LLP to (among other things) (a) monitor use of the Software (b) suspend or disable access to the Software in whole or in part in the event of a breach of this Agreement; and (c) terminate use of the Software upon the expiration or termination of this Agreement. You agree not to thwart, interfere with, circumvent or block the operation of any aspect of the Authentication System, including any communications between the Software and Vision360's computer servers. For the avoidance of doubt, the Software will not operate unless V360 Technetronic LLP from time to time verifies the Software using the Authentication System which requires the exchange of information between You and Vision360 over the Internet.
9. License Exchange. You agree that this Agreement shall supersede any prior End-User License Agreement and between You and V360 Technetronic LLP applicable to the Software and that such prior End-User License Agreement is hereby terminated if (a) You previously purchased a license for the Software and are now purchasing a new license for the Software so that You may obtain additional technical support or updates during the Term of this Agreement; or (b) the copy of the Software You licensed with this Agreement is an upgrade to an earlier version of the Software. You may not continue to use the earlier version of the Software or transfer it to another person or entity.
10. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

### **License Fee**

11. The original purchase price paid by the Licensee will constitute the entire license fee and is the full consideration for this Agreement.  
Or
12. The fees paid by the licensee to at the time of purchase of the License will constitute the fees for rights to utilise the license for a period of 1 (One) year / 2 (two) year / 3 (three) year. The vendor will not extend the license if the payment is not made by the licensee in respect of the period of usage.
13. V360 Technetronic LLP Provides Software & Viewer subscription on annual charge basis. Hence maintenance charges for software and viewer shall be payable as per mutually decided on annual basis.
14. Vendor shall also not be liable for any loss of business to the licensee for non payment of the license fees or any other charges levied by vendor. Charges once paid will not be refunded under any circumstances.

## **Acceptance**

15. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on use of the Vision360 System (Hardware, Software & Other services from V360 Technetronic LLP).

## **Limitation of Liability**

16. The Software & Viewer is provided by the Vendor and accepted by the Licensee "as is". Liability of the Vendor will be limited to a maximum of the original purchase price of the Software & Viewer. The Vendor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software & Viewer.
17. The Vendor makes no warranty expressed or implied regarding the fitness of the Software & Viewer for a particular purpose or that the Software & Viewer will be suitable or appropriate for the specific requirements of the Licensee.
18. The Vendor does not warrant that use of the Software & Viewer will be uninterrupted or error-free. The Licensee accepts that Software & Viewer in general is prone to bugs and flaws within an acceptable level as determined in the industry.
19. Vision360 system provided 'as is' and without damage warranty of any kind. V360 Technetronic LLP will not be liable to Customer or its customers or any other third parties (whether under the laws of contract, torts or otherwise), under or in connection with this sales/service or subject matter hereof, and with respect to the use of, inability to use, or otherwise in connection with, the virtual view: (a) for any claim or loss or damages, whether direct, indirect, incidental, remote, foreseeable or unforeseeable, special, punitive, exemplary or consequential; or (b) for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data or other intangibles, delay or inability to procure or access system (as whole) or any other kind of loss. V360 Technetronic LLP shall have no liability due to the temporary unavailability of hardware, temporary inability to access Software or the accessing of a digital or online view or any difficulty or default in downloading of the images by any person or entity possessing the identifying number of such view. V360 Technetronic LLP shall not be responsible or liable if the scanned Diamond or Jewelry has been enhanced prior to scanning by the use of any artificial means or process which may affect the scanning results. V360 Technetronic LLP shall have no responsibility for the storage of any images or video or other data relating to virtual view. The results included in the online view do not in any manner constitute, nor are meant to constitute, the advice of any kind and are not meant to replace the advice of a diamond expert, professional gemologist or jeweller regarding the analysis or appraisal of the scanned diamond. Any reliance upon or use of this system or Its output view by Customer or its customers shall be solely at their own risk.

## **Warrants and Representations**

20. The Vendor warrants and represents that it is the copyright holder of the Software & Viewer. The Vendor warrants and represents that granting the license to use this Software & Viewer is not in violation of any other agreement, copyright or applicable statute.

## **User Support**

21. For support & Maintenance of Vision360 System, Software & Viewer refer our "[Limited Warranty and Technical Support Agreement](#)"

## **Term**

22. The term of this Agreement will begin on Acceptance and is perpetual.

## **Termination**

23. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software & Viewer or return the Software & Viewer to the Vendor, If it's not done then the vendor will consider taking any and all legal remedies available to rectify this situation including statutory damages.
24. Intentionally or unintentionally violation of any clause of the agreement will also lead to the harsh action against Licensee, including but not limited to stop the system remotely through the internet or any other available medium.

## **Force Majeure**

25. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire & war, emergencies like covid-19 or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

## **Additional Clauses**

26. For use of online platform/website refer "[Privacy Policy](#)" & "[Terms of Use](#)"

## **Dispute Resolution**

27. Any dispute, controversy or claim arising out of or relating to this Agreement, including its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled, preferably under the Arbitration and Conciliation Act, 1996 or under the rules of by Laws of India. The language of the arbitration shall be English. The Courts within the

Jurisdiction of Surat, Gujarat, alone shall have the power to try and entertain any disputes that may arise on account of any interpretation and/or execution of the terms and conditions as mentioned in this agreement.

### **Governing Law**

28. This Agreement shall be governed by the laws and arbitration of India. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

### **Remedies**

29. Licensee's sole and exclusive remedies for any damages or loss in any way connected with the software shall be, at licensor's option, either to bring the performance of the software into substantial compliance with the functional specifications, or to return an appropriate portion of any payment made by licensee to licensor with respect to the applicable portion of the software based on a 5-year-amortization of the software.

### **Miscellaneous**

30. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.
31. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
32. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
33. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
34. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

35. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

**Notices**

36. All notices to the Vendor under this Agreement are to be provided at the following address:

V360 Technetronic LLP : 7/2902 - Laxmi Narayan Bhavan, Nani Kadiya Sheri, Saiyadpura, Surat 395003 (Gujarat) India. [info@v360.tech](mailto:info@v360.tech) / [info@v360.in](mailto:info@v360.in)

**IN WITNESS WHEREOF** both the Parties have subscribed their respective hands here under and executed this Agreement above on the day mentioned here in above.

<b>Sr. No.</b>	<b>Name of the Party with Signature</b>	<b>Photo of signing Person</b>
1	V360 Technetronic LLP, the party hereto of the First Part, through its authorized and designated partner Shri Vasudev Ankoliya.  Signature:	
2	.....Partnership/Company/, the party hereto of the Second Part, through its authorized partner Shri.....  Signature:	

**Note:** For buyers use any of the services provided by V360 Technetronic LLP, the user must click a box that indicates that the linked terms of V360 Technetronic LLP have been read and are agreed to: