

I, Librarian End User License Agreement

Please read this End User License Agreement (EULA) before You install *I, Librarian* software.

By downloading and using the *I, Librarian* software, You agree, without reservation to be bound by the terms of this EULA. If You do not agree with the terms of this EULA, please do not install *I, Librarian* software.

If You accept the terms and conditions in this EULA on behalf of a company or other legal entity, You warrant that You have full legal authority to accept the terms and conditions in this EULA on behalf of such company or other legal entity, and to legally bind such company or other legal entity.

You may not accept this EULA if You are not of legal age to form a binding contract with *Scilico, LLC*.

1. Definitions

In this EULA the expressions below shall have the meaning assigned to them in this clause, unless the context requires otherwise:

- **Confidential Information** — any and all information that *Scilico* discloses to You, whether in writing, electronically or orally and in any form (tangible or intangible) that is confidential, proprietary, whether commercial, technical, financial, customer, supplier, product or production related;
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- **Scilico** *Scilico, LLC*, Pennsylvania office: 94 Boyds Hollow Road, Biglerville, Pennsylvania 17307, U.S.A., registered at Pennsylvania Department of Revenue (1000802703); Texas office: 11619 Cimarec St, Dallas, Texas 75218, U.S.A. registered at Texas Secretary of State (802884559);
- ***I, Librarian* software** any software application and/or all of the contents of the files and/or other media, including software setup files, licensed to You by *Scilico*, including any Updates;
- **License Fee** a payment to *Scilico* in order to gain access to *Scilico* software and related services;

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- **Feature release** software update with significant new functionality & UI improvements;
- **Maintenance release** software update with bug fixes, API updates, and could contain DB migrations;
- **Updates** any modified versions and updates of, and additions to the *I, Librarian* software (Feature and Maintenance releases);
- **Use** the access, download, install, copy or get benefit from using the *I, Librarian* software in accordance with the documentation;
- **You** you, the final and ultimate user of the *I, Librarian* software or the authorized representative of a company or other legal entity that will be the final and ultimate user of the *I, Librarian* software, and the company or other legal entity that will be the final and ultimate user of the *I, Librarian* software, if applicable;

2. General

1. This EULA applies to any licenses granted to You by *Scilico* for the use of the *I, Librarian* software.
2. By downloading and using the *I, Librarian* software, You enter into this EULA with *Scilico*.
3. You acknowledge that this EULA may be modified from time to time without prior notice to You.

3. License

1. *Scilico* grants You a non-exclusive, non-transferable, non-sublicensable, limited, revocable license to Use the *I, Librarian* software in accordance with this EULA. *Scilico* reserves all rights not expressly granted to You.
2. *Scilico* is and remains the owner of any intellectual property rights with respect to the *I, Librarian* . You shall not acquire any ownership to the *I, Librarian* as result of Your Use of the *I, Librarian*.

4. Permitted use and restrictions

1. In order to be able to install the *I, Librarian* and receive Updates, Your computer shall have access to the Internet and shall meet the system requirements described in the Documentation.
2. You shall install the *I, Librarian* software on one computer at a time. You can move the *I, Librarian* software to other computers You own freely.
3. You shall Use the *I, Librarian* software in accordance with applicable laws and shall not:
 - rent, lease, lend, sell, redistribute, sublicense or otherwise commercially exploit the *I, Librarian* software;
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- Use the *I, Librarian* software for any unlawful or illegal activity, or to facilitate an unlawful or illegal activity;
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 - disclose Confidential Information unless if this is required by law or authoritative order.
4. *Scilico* may modify the *I, Librarian* software at any time at its sole discretion and without notice to You, for example to comply with applicable law or a court order, to avoid a third party infringement claim or to provide Updates.
 5. *Scilico* may bundle certain Open Source Software whose terms and conditions can be found at their respective websites. When you are using them, You shall adhere to their relevant terms and conditions.

5. Maintenance

1. *Scilico* will notify You of any available Updates.
2. You will be entitled to receive Updates (Maintenance releases x.x.X).
3. You are not entitled to receive Updates to different software major and minor releases (Feature releases x.X.x).
4. Any maintenance provided by *Scilico*, including the provision of Updates, will be provided in an adequate way on an “as is” basis without any warranty, as soon as reasonably practicable, subject to availability of personnel.
5. The terms of this EULA will govern any Updates.

6. Use of data

1. *Scilico* respects Your privacy. The *I, Librarian* software does not collect telemetry or monitor Your usage habits. To ensure compliance with this EULA, the software will periodically “call home” to *Scilico*’s servers solely to validate Your license. This communication is limited to transmitting Your license number and Your system’s IP address. No other technical or personal data is transmitted during this process.
2. *Scilico* may process personal data with respect to You, if and to the extent necessary to provide maintenance to You with respect to the *I, Librarian* software and to comply with its obligations under this EULA. To the extent *Scilico* will process personal data, it will comply with its obligations under applicable data protection law. Please see our [privacy statement](#) for more details on the processing of Your personal data that *Scilico* has collected and received through its website.

7. Disclaimer

1. You Use the *I, Librarian* software at Your own risk and the entire risk as to satisfactory quality, performance and accuracy is with You.
2. The *I, Librarian* software and accompanying documentation are provided on an “as is” and “as available” basis without warranty - express or implied - of any kind, and *Scilico* specifically disclaims the warranty of fitness for a particular purpose. No oral or written advice given by *Scilico*, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty, and You may not rely upon such information or advice.

8. Liability limitation

1. The liability of *Scilico* and any third party that has been involved in the creation, production, or delivery of the *I, Librarian* software for all damages arising out of or in any way relating to the *I, Librarian* software, and/or this EULA shall in no event exceed the total amount(s) paid by You to *Scilico*.
2. *Scilico* and any third party that has been involved in the creation, production, or delivery of the *I, Librarian* software are under no circumstances liable for consequential or indirect damages (including damage for loss of profit, business interruption, loss of data, and the like arising out of the use or inability to use the *I, Librarian* software).
3. The limitations of liability referred to in clause 8.1 and 8.2 shall not apply in the event that damages arise from the intent, willful misconduct or gross negligence of *Scilico* or the management of *Scilico*.

9. Termination

1. This EULA will continue to be in force until the expiry or termination of the License.
2. *Scilico* is entitled to terminate the License during the license term with immediate effect and without prior notice in the event You fail to comply with the terms in this EULA, in the event You fail to pay Your fee, or in the event *Scilico* is required to do so by law or an order of an applicable court.
3. Upon termination of the License, You shall cease all use of the *I, Librarian* software.
4. You acknowledge that the provisions of this EULA, which by their nature are intended to survive termination, will remain in effect after termination of this EULA.

10. Governing law and disputes

1. This EULA shall be governed by and construed in accordance with the laws of the U.S.A., the Texas State, excluding its conflicts of law rules.
2. Any dispute between *Scilico* and You shall exclusively be submitted to the court in the U.S.A., the State of Texas.

11. Severability

If any provision of this EULA is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The parties agree to replace any such invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

12. Entire Agreement

This EULA constitutes the entire agreement between You and *Scilico* relating to the *I, Librarian* software and supersedes all prior or contemporaneous oral or written communications and representations with respect to the software.