



Thank you for downloading software from NATGisIT (“**Company**”). The software application that you have downloaded (the “**Application**”) enables you to use the service to which the Application relates (the “**Service**”). Such Services may include, but are not limited to, UNIVERGE BLUE® CONNECT, UNIVERGE BLUE® MEET, UNIVERGE BLUE® SHARE, UNIVERGE BLUE® ENGAGE, or other products and services offered by Company. This End User License Agreement (“**EULA**”) is incorporated by reference into the Company Master Service Agreement that governs your use of the Service between Company and you or your employer or other entity that has granted you access to the Services (the “**MSA**”). Company’s current standard form of Master Service Agreement is available at [www.natgisit.ca](http://www.natgisit.ca)

By downloading or using the Application, you:

1. Agree that (a) the Application is licensed, not sold, to you; and (b) Company reserves all rights not expressly granted to you in this EULA or in the MSA. By downloading the Application, or otherwise accessing or using the Service, you agree that you have read, understood, and agree to be bound by this EULA and the MSA. You may use the Application and the Service only as set forth in this EULA and the MSA (which incorporates by reference the various policies and terms applicable to the Service, including without limitation the service-specific Product Schedules available at [www.natgisit.ca](http://www.natgisit.ca), as updated from time to time);
2. Consent to the collection, use, sharing and transfer of your data, as outlined in the Company Privacy Policy (available at [www.natgisit.ca](http://www.natgisit.ca)) as updated from time to time, which is hereby incorporated by reference;
3. Agree to the policies governing your use of the Service including the NATGisIT Acceptable Use Policy (available at [www.natgisit.ca](http://www.natgisit.ca)) and the COMPANY DMCA (Digital Millennium Copyright Act) Policy (available at [www.natgisit.ca](http://www.natgisit.ca)), as such policies may be updated from time to time;
4. Agree that the Application may contain third party content, and that NATGisIT is not responsible for any such content;
5. Agree that (a) your license to use the Application and the Service automatically terminates if you violate this EULA or the MSA and (b) Company may, in its sole discretion, terminate this EULA and the rights afforded to you hereunder with or without prior notice;
6. Agree not to (a) reverse engineer, decompile, or otherwise attempt to discover the source code of the Service or any part thereof (including this Application), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (b) attempt to circumvent any license restrictions or limitations set forth herein or in the MSA; (c) create derivative works of the Application; (d) reproduce, publish, distribute, transfer, publicly display, resell, rent, lease, sublicense, loan, or lend the Application or associated documentation, other than pursuant to the terms of a written reseller agreement with Company; (e) make the Application available in a service bureau or any similar commercial time-sharing arrangement; (f) transfer, assign, or permit the sharing of license keys or product codes (if applicable) to a third party; (g) make available to any third party any analysis of the results of the operation of the Application, without Company’s written consent; or (h) otherwise provide access to the Application to any individual who does not hold a valid user license;
7. Agree that third party terms and fees may apply to the use and operation of your mobile device in connection with your use of the Application or the Service, such as your carrier’s terms of services, and fees for phone service, data access, or messaging capabilities, and that you are solely responsible for payment of any and all such fees; and
8. Agree to and acknowledge the terms and conditions set forth below.

## **LICENSE GRANT**

Subject to the restrictions set forth in this EULA and the MSA, Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use one copy of the Application in object code format, solely for use in connection with the Service.

## **WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY**

THE APPLICATION AND THE SERVICE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE APPLICATION OR THE SERVICE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THIS EULA EXCEED THE AMOUNTS PAID BY YOU FOR THE APPLICATION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **GOVERNING LAW AND VENUE**

This EULA will be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of laws or its principles. Any claim or suit arising out of or relating to this EULA will be brought exclusively in any court of competent jurisdiction located in Santa Clara County, California.

**NOTICE REGARDING APPLE INC. ("APPLE").** If you are using the Application on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. This EULA is between you and Company only, not with Apple. Company (and not Apple) is responsible for the Service and the content of the Application. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. You may only use the iOS Application on an Apple device that you own or control and as permitted by the Apple App Store Terms of Service. In the event of any failure of the Service to conform to any applicable warranty, then you may notify Apple, and Apple will refund any applicable purchase price for the Application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including, but not limited to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the Application infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the Service. Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary of this EULA. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **CONTACTING COMPANY**

The Service is offered by:

NATGisIT  
1919 Sumas Way  
Abbotsford, BC  
V2S 4L5