SAFE End-User Licence Agreement

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY DOWNLOADING SAFE AND SAFE ON-PREM YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

Who we are and what this agreement does

We Erlang Solutions Limited of Finsbury Circus House, 15 Finsbury Circus, London, EC2M 7EB license you to use the SAFE static analysis software tool for Erlang and Elixir SAFE and SAFE ON-Prem 1.0.0 and any updates or supplements to it as permitted in these terms (**SAFE**).

How you may use SAFE

In return for your agreeing to comply with these terms you may:

- download SAFE onto your production system and view and use SAFE, run analysis, and display reports.
- receive and use any supplementary software code or updates to SAFE incorporating "patches" as we may provide to you.

You may not transfer SAFE to someone else

You may not otherwise transfer SAFE to someone else, whether for money, for anything else or for free. If you sell any device on which SAFE is installed, you must remove SAFE from it.

Changes to these terms

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you at least 30 days' notice of any change by sending you an email with details of the change or notifying you of a change when you next start SAFE.

If you do not accept the notified changes you will not be permitted to continue to use SAFE.

Updates and changes to SAFE

From time to time we may automatically update and change SAFE to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update SAFE for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using SAFE.

Licence restrictions

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, SAFE in any form, in whole or in part to any person without prior written consent from us;

- not copy SAFE, except as part of the normal use of SAFE or where it is necessary for the purpose of back-up or operational security;

- not translate, merge, adapt, vary, alter or modify, the whole or any part of SAFE nor permit SAFE to be combined with, or become incorporated in, any other programs, except as necessary to use SAFE on devices as permitted in these terms; andnot disassemble, de-compile, reverse engineer except for the LGPLv3 library - RefactorErl, that we use // or // Except as required to debug modifications to the LGPL library (RefactorErl) used by this application) or create derivative works based on the whole or any part of SAFE.

Acceptable use restrictions

You must:

- not use SAFE in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into SAFE or any operating system;

- not infringe our intellectual property rights in relation to your use of SAFE; and

- not use SAFE in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

Intellectual property rights

All intellectual property rights in SAFE throughout the world belong to us and the rights in SAFE are licensed (not sold) to you. You have no intellectual property rights in, or to, SAFE other than the right to use SAFE in accordance with these terms.

Our responsibility for loss or damage suffered by you

We do not warrant that SAFE is error-free. If you find any errors, please report them to us in writing.

We are not liable for business damage and losses. We will have no liability to you for any damage, loss of profit, loss of business, business interruption, or loss of business opportunity.

We may end your rights to use SAFE if you break these terms

We may end your rights to use SAFE at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use SAFE:

- You must stop all activities authorised by these terms, including your use of SAFE.

- You must delete or remove SAFE from all devices in your possession and immediately destroy all copies of SAFE which you have and confirm to us that you have done this.

- We may remotely access your devices and remove SAFE from them and cease providing you with access to SAFE.

Which laws apply to this agreement and where you may bring legal proceedings

These terms are governed by English law and you can only bring legal proceedings in respect of the products in the English courts.