

User License Agreement (ULA) for Baquasafe Water Sensor

Effective Date: 2025 08 05

Last Updated: 2025 08 05

PLEASE READ THIS USER LICENSE AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE USING THE [Baquasafe Water Sensor] (“DEVICE”). BY USING THE DEVICE, YOU (“USER”) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE DEVICE.

1. License Grant

Subject to the terms and conditions of this Agreement, [Datamatik AS], (“Licensor”) hereby grants the User a limited, non-exclusive, non-transferable, revocable license to use the [Baquasafe Water Sensor], including its software, firmware, and accompanying mobile or radio interface, solely for personal, non-commercial, and lawful use.

2. Device Description

[Baquasafe] is a life-saving device that functions in conjunction with a Bluetooth-enabled radio communication system. The Device is designed to detect, alert, or assist in emergency situations and transmit signals via radio channels connected through Bluetooth.

Warning: This Device is intended to aid in life-saving measures and is not a substitute for professional medical equipment or emergency services.

3. Usage Restrictions

The User agrees to the following restrictions:

- Not to disassemble, decompile, reverse engineer, or modify the Device or its software.
- Not to use the Device for any unlawful, unauthorized, or dangerous purpose.

- Not to interfere with the Bluetooth communication protocol or attempt to connect unauthorized hardware.
- Not to use the Device outside the recommended environmental, medical, or technical parameters set forth in the user manual.

4. Safety and Compliance

The User agrees to comply with all local laws and regulations regarding the operation of life-saving devices and Bluetooth-enabled communications. The Device is not certified for use in all jurisdictions, and it is the User's responsibility to ensure compliance with applicable laws.

5. Maintenance and Updates

The Licensor may provide periodic two year inspection. Software and firmware updates are performed during the two year inspection.

The User agrees to make the equipment available for the two year inspection and install these updates promptly to ensure optimal operation and safety of the Device. Failure to do so may result in degraded performance or loss of functionality.

6. Data Use and Privacy

The Device may collect certain data including location, device diagnostics, and communication logs, necessary for its operation. By using the Device, the User consents to the collection and processing of this data in accordance with Licensor's [Privacy Policy].

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR DISCLAIMS ALL LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE DEVICE, INCLUDING BUT NOT LIMITED TO LOSS OF LIFE, DATA, OR PROPERTY.

LICENSOR DOES NOT GUARANTEE THAT THE DEVICE WILL ALWAYS FUNCTION ERROR-FREE, OR BE FREE FROM INTERRUPTIONS, DELAYS, OR FAILURES.

THE DEVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification

User agrees to indemnify, defend, and hold harmless Licensor from any claims, liabilities, damages, and expenses (including attorney's fees) arising out of or related to:

- User's misuse of the Device;
- Violation of this Agreement;
- Breach of any applicable laws or third-party rights.

9. Termination

This Agreement is effective until terminated. Licensor may terminate this Agreement immediately without notice if the User breaches any term of this Agreement. Upon termination, the User must cease all use of the Device and destroy all copies of software or documentation.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Norway, without regard to its conflict of law provisions. Any disputes arising from this Agreement shall be resolved in the courts of Oslo.

11. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the Device and supersedes all prior or contemporaneous agreements, understandings, or representations.

BY USING THE DEVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT.

If this ULA will be used in specific regions (e.g., EU, US), or with third-party components (e.g., Bluetooth licensing), the document may need further customization or legal review.

Would you like me to tailor this further based on your specific product name, jurisdiction, or intended users (e.g., emergency services, consumer market, etc.)?