*Настоящее Соглашение является публичной офертой Общества с ограниченной ответственностью* *«Мобильные Спутниковые Системы» (далее - ООО «МСС»). Соглашение является юридическим документом, регулирующим использование программы "СМГМ". Прежде чем продолжить использование программы, пожалуйста, внимательно прочитайте все его положения.*

# 

# **Пользовательское соглашение для программы "СМГМ"**

## 

## **1. Общие положения**

1.1. Настоящее пользовательское соглашение (далее - "Соглашение") регулирует отношения между пользователем программы “СМГМ” (далее - "Пользователь") и разработчиком программы "СМГМ" ООО “МСС” (далее - "Разработчик").

1.2. Программа "СМГМ" представляет собой прикладную программу, работающую на сервере, и предоставляется Пользователю на условиях, изложенных в настоящем Соглашении.

1.3. Использование программы "СМГМ" означает полное и безоговорочное принятие Пользователем всех условий данного Соглашения.

В случае несогласия Пользователя с какими-либо из положений Соглашения Пользователь не вправе использовать программу "СМГМ". В случае если Разработчиком были внесены какие-либо изменения в Соглашение в порядке, с которыми Пользователь не согласен, он обязан прекратить использование программы "СМГМ".

## 

## **2. Лицензионные условия**

2.1. Программа "СМГМ" предоставляется Пользователю по лицензии, которая дает право на использование программы в соответствии с ее назначением.

2.2. Программа "СМГМ" использует библиотеку QT в виде динамически подключаемой библиотеки (.so), которая распространяется на условиях лицензии LGPLv3.

2.3. В соответствии с условиями лицензии LGPLv3, Пользователь получает исходный код, используемой версии библиотеки QT, имеет право модифицировать, компилировать и распространять модифицированные версии библиотеки QT при соблюдении всех условий данной лицензии. Полный текст лицензий LGPLv3 и GPLv3 находится в Приложениях №1 и №2.

Любые действия Пользователя на должны осуществляться им в соответствии с законодательством Российской Федерации и не нарушать права и законные интересы третьих лиц, общества, государства.

2.4. Пользователь вправе применять Программу "СМГМ" по ее прямому функциональному назначению исходя из доступных функциональных возможностей на неограниченном числе устройств в соответствии с условиями настоящего Соглашения.

## **3. Права и обязанности Пользователя**

3.1. Пользователь вправе использовать программу "СМГМ" исключительно в соответствии с условиями настоящего Соглашения и действующим законодательством РФ.

3.2. Пользователь обязуется не нарушать авторские права и права на интеллектуальную собственность Разработчика и третьих лиц, включая права на библиотеку QT, используемую в программе "СМГМ".

3.3. Пользователь не имеет права деобфусцировать, декомпилировать, дизассемблировать или иным образом пытаться получить исходный код программы "СМГМ", за исключением случаев, когда такие действия прямо разрешены условиями лицензии на использование библиотеки QT.

3.4. Акцептом настоящего Соглашения, предоставляет Разработчику заверения и гарантии в том, что:

- Пользователь ознакомлен с условиями настоящего Соглашения, условия Соглашения Пользователю понятны и принимаются им без возражений;

- Пользователь гарантирует соблюдение требований действующего законодательства, включая действующие положения Федерального закона «Об информации, информационных технологиях и о защите информации» от 27.07.2006 N 149-ФЗ, Федерального закона «О рекламе» от 13.03.2006 № 38-ФЗ;

- Пользователь ознакомлен с документацией, находящейся на сайте Разработчика;

- Если Пользователь является несовершеннолетним, факт использования Программы "СМГМ" подтверждает, что действия по регистрации осуществили его Законные представители либо сам Пользователь с их явного согласия. Факт использования Программы "СМГМ" подтверждает, что Законные представители несовершеннолетнего Пользователя дали согласие на регистрацию, ввод регистрационных данных, использование возможностей Программного продукта и/или Сервисов, в том числе платных. Факт использования Программы "СМГМ" подтверждает, что Законные представители несовершеннолетнего Пользователя ознакомились с Соглашением, в доступной форме довели до сведения несовершеннолетнего Пользователя содержание Соглашения и взяли на себя ответственность за соблюдение Соглашения несовершеннолетним Пользователем.

## **4. Ограничение ответственности**

4.1. Программа "СМГМ" предоставляется "как есть" ("as is"), без каких-либо гарантий, явных или подразумеваемых. В связи с чем пользователю не представляются какие-либо гарантии, что:

А) он будут соответствовать требованиям пользователя;

Б) предоставляться непрерывно, быстро, надёжно и без ошибок;

В) результаты, которые могут быть получены с его использованием, будут точными и надёжными;

Г) все ошибки будут исправлены.

Разработчик вправе (и это является существенным условием предоставления Программы "СМГМ")

- без объяснения причин отказать в доступе всем пользователям или любому из них на время или навсегда.

4.2. Разработчик не несет ответственности за любые убытки, связанные с использованием или невозможностью использования программы "СМГМ", включая, но не ограничиваясь, упущенную прибыль, потерю данных или иные косвенные убытки, даже если Разработчик был предупрежден о возможности таких убытков.

4.3. Разработчик оставляет за собой право в любое время приостановить предоставление права использования программного продукта пользователям без объяснения причин.

## 

## **5. Срок действия и прекращение действия соглашения**

5.1. Настоящее Соглашение вступает в силу с момента начала использования программы "СМГМ" и действует до тех пор, пока Пользователь использует программу.

5.2. Разработчик имеет право в одностороннем порядке прекратить действие настоящего Соглашения в случае нарушения Пользователем его условий.

## 

## **6. Заключительные положения**

6.1. Настоящее Соглашение регулируется и толкуется в соответствии с законодательством Российской Федерации.

6.2. В случае признания какого-либо положения настоящего Соглашения недействительным или неисполнимым, остальные положения останутся в полной силе и действии.

6.3. Разработчик оставляет за собой право изменять условия настоящего Соглашения в любое время. Обновленная версия Соглашения будет доступна на официальном сайте Разработчика или иным образом доведена до сведения Пользователя. Продолжение использования программы после внесения изменений означает согласие Пользователя с новыми условиями.

**Приложение №1**

**к Пользовательскому соглашению**

**для программы "СМГМ"**

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Version 3, 29 June 2007

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This version of the GNU Lesser General Public License incorporates

the terms and conditions of version 3 of the GNU General Public

License, supplemented by the additional permissions listed below.

0. Additional Definitions.

As used herein, "this License" refers to version 3 of the GNU Lesser

General Public License, and the "GNU GPL" refers to version 3 of the GNU

General Public License.

"The Library" refers to a covered work governed by this License,

other than an Application or a Combined Work as defined below.

An "Application" is any work that makes use of an interface provided

by the Library, but which is not otherwise based on the Library.

Defining a subclass of a class defined by the Library is deemed a mode

of using an interface provided by the Library.

A "Combined Work" is a work produced by combining or linking an

Application with the Library. The particular version of the Library

with which the Combined Work was made is also called the "Linked

Version".

The "Minimal Corresponding Source" for a Combined Work means the

Corresponding Source for the Combined Work, excluding any source code

for portions of the Combined Work that, considered in isolation, are

based on the Application, and not on the Linked Version.

The "Corresponding Application Code" for a Combined Work means the

object code and/or source code for the Application, including any data

and utility programs needed for reproducing the Combined Work from the

Application, but excluding the System Libraries of the Combined Work.

1. Exception to Section 3 of the GNU GPL.

You may convey a covered work under sections 3 and 4 of this License

without being bound by section 3 of the GNU GPL.

2. Conveying Modified Versions.

If you modify a copy of the Library, and, in your modifications, a

facility refers to a function or data to be supplied by an Application

that uses the facility (other than as an argument passed when the

facility is invoked), then you may convey a copy of the modified

version:

a) under this License, provided that you make a good faith effort to

ensure that, in the event an Application does not supply the

function or data, the facility still operates, and performs

whatever part of its purpose remains meaningful, or

b) under the GNU GPL, with none of the additional permissions of

this License applicable to that copy.

3. Object Code Incorporating Material from Library Header Files.

The object code form of an Application may incorporate material from

a header file that is part of the Library. You may convey such object

code under terms of your choice, provided that, if the incorporated

material is not limited to numerical parameters, data structure

layouts and accessors, or small macros, inline functions and templates

(ten or fewer lines in length), you do both of the following:

a) Give prominent notice with each copy of the object code that the

Library is used in it and that the Library and its use are

covered by this License.

b) Accompany the object code with a copy of the GNU GPL and this license

document.

4. Combined Works.

You may convey a Combined Work under terms of your choice that,

taken together, effectively do not restrict modification of the

portions of the Library contained in the Combined Work and reverse

engineering for debugging such modifications, if you also do each of

the following:

a) Give prominent notice with each copy of the Combined Work that

the Library is used in it and that the Library and its use are

covered by this License.

b) Accompany the Combined Work with a copy of the GNU GPL and this license

document.

c) For a Combined Work that displays copyright notices during

execution, include the copyright notice for the Library among

these notices, as well as a reference directing the user to the

copies of the GNU GPL and this license document.

d) Do one of the following:

0) Convey the Minimal Corresponding Source under the terms of this

License, and the Corresponding Application Code in a form

suitable for, and under terms that permit, the user to

recombine or relink the Application with a modified version of

the Linked Version to produce a modified Combined Work, in the

manner specified by section 6 of the GNU GPL for conveying

Corresponding Source.

1) Use a suitable shared library mechanism for linking with the

Library. A suitable mechanism is one that (a) uses at run time

a copy of the Library already present on the user's computer

system, and (b) will operate properly with a modified version

of the Library that is interface-compatible with the Linked

Version.

e) Provide Installation Information, but only if you would otherwise

be required to provide such information under section 6 of the

GNU GPL, and only to the extent that such information is

necessary to install and execute a modified version of the

Combined Work produced by recombining or relinking the

Application with a modified version of the Linked Version. (If

you use option 4d0, the Installation Information must accompany

the Minimal Corresponding Source and Corresponding Application

Code. If you use option 4d1, you must provide the Installation

Information in the manner specified by section 6 of the GNU GPL

for conveying Corresponding Source.)

5. Combined Libraries.

You may place library facilities that are a work based on the

Library side by side in a single library together with other library

facilities that are not Applications and are not covered by this

License, and convey such a combined library under terms of your

choice, if you do both of the following:

a) Accompany the combined library with a copy of the same work based

on the Library, uncombined with any other library facilities,

conveyed under the terms of this License.

b) Give prominent notice with the combined library that part of it

is a work based on the Library, and explaining where to find the

accompanying uncombined form of the same work.

6. Revised Versions of the GNU Lesser General Public License.

The Free Software Foundation may publish revised and/or new versions

of the GNU Lesser General Public License from time to time. Such new

versions will be similar in spirit to the present version, but may

differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the

Library as you received it specifies that a certain numbered version

of the GNU Lesser General Public License "or any later version"

applies to it, you have the option of following the terms and

conditions either of that published version or of any later version

published by the Free Software Foundation. If the Library as you

received it does not specify a version number of the GNU Lesser

General Public License, you may choose any version of the GNU Lesser

General Public License ever published by the Free Software Foundation.

If the Library as you received it specifies that a proxy can decide

whether future versions of the GNU Lesser General Public License shall

apply, that proxy's public statement of acceptance of any version is

permanent authorization for you to choose that version for the

Library.

**Приложение № 2**

**к Пользовательскому соглашению**

**для программы "СМГМ"**

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Version 3, 29 June 2007

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Preamble

The GNU General Public License is a free, copyleft license for

software and other kinds of works.

The licenses for most software and other practical works are designed

to take away your freedom to share and change the works. By contrast,

the GNU General Public License is intended to guarantee your freedom to

share and change all versions of a program--to make sure it remains free

software for all its users. We, the Free Software Foundation, use the

GNU General Public License for most of our software; it applies also to

any other work released this way by its authors. You can apply it to

your programs, too.

When we speak of free software, we are referring to freedom, not

price. Our General Public Licenses are designed to make sure that you

have the freedom to distribute copies of free software (and charge for

them if you wish), that you receive source code or can get it if you

want it, that you can change the software or use pieces of it in new

free programs, and that you know you can do these things.

To protect your rights, we need to prevent others from denying you

these rights or asking you to surrender the rights. Therefore, you have

certain responsibilities if you distribute copies of the software, or if

you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether

gratis or for a fee, you must pass on to the recipients the same

freedoms that you received. You must make sure that they, too, receive

or can get the source code. And you must show them these terms so they

know their rights.

Developers that use the GNU GPL protect your rights with two steps:

(1) assert copyright on the software, and (2) offer you this License

giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains

that there is no warranty for this free software. For both users' and

authors' sake, the GPL requires that modified versions be marked as

changed, so that their problems will not be attributed erroneously to

authors of previous versions.

Some devices are designed to deny users access to install or run

modified versions of the software inside them, although the manufacturer

can do so. This is fundamentally incompatible with the aim of

protecting users' freedom to change the software. The systematic

pattern of such abuse occurs in the area of products for individuals to

use, which is precisely where it is most unacceptable. Therefore, we

have designed this version of the GPL to prohibit the practice for those

products. If such problems arise substantially in other domains, we

stand ready to extend this provision to those domains in future versions

of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents.

States should not allow patents to restrict development and use of

software on general-purpose computers, but in those that do, we wish to

avoid the special danger that patents applied to a free program could

make it effectively proprietary. To prevent this, the GPL assures that

patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and

modification follow.

TERMS AND CONDITIONS

0. Definitions.

"This License" refers to version 3 of the GNU General Public License.

"Copyright" also means copyright-like laws that apply to other kinds of

works, such as semiconductor masks.

"The Program" refers to any copyrightable work licensed under this

License. Each licensee is addressed as "you". "Licensees" and

"recipients" may be individuals or organizations.

To "modify" a work means to copy from or adapt all or part of the work

in a fashion requiring copyright permission, other than the making of an

exact copy. The resulting work is called a "modified version" of the

earlier work or a work "based on" the earlier work.

A "covered work" means either the unmodified Program or a work based

on the Program.

To "propagate" a work means to do anything with it that, without

permission, would make you directly or secondarily liable for

infringement under applicable copyright law, except executing it on a

computer or modifying a private copy. Propagation includes copying,

distribution (with or without modification), making available to the

public, and in some countries other activities as well.

To "convey" a work means any kind of propagation that enables other

parties to make or receive copies. Mere interaction with a user through

a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays "Appropriate Legal Notices"

to the extent that it includes a convenient and prominently visible

feature that (1) displays an appropriate copyright notice, and (2)

tells the user that there is no warranty for the work (except to the

extent that warranties are provided), that licensees may convey the

work under this License, and how to view a copy of this License. If

the interface presents a list of user commands or options, such as a

menu, a prominent item in the list meets this criterion.

1. Source Code.

The "source code" for a work means the preferred form of the work

for making modifications to it. "Object code" means any non-source

form of a work.

A "Standard Interface" means an interface that either is an official

standard defined by a recognized standards body, or, in the case of

interfaces specified for a particular programming language, one that

is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other

than the work as a whole, that (a) is included in the normal form of

packaging a Major Component, but which is not part of that Major

Component, and (b) serves only to enable use of the work with that

Major Component, or to implement a Standard Interface for which an

implementation is available to the public in source code form. A

"Major Component", in this context, means a major essential component

(kernel, window system, and so on) of the specific operating system

(if any) on which the executable work runs, or a compiler used to

produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all

the source code needed to generate, install, and (for an executable

work) run the object code and to modify the work, including scripts to

control those activities. However, it does not include the work's

System Libraries, or general-purpose tools or generally available free

programs which are used unmodified in performing those activities but

which are not part of the work. For example, Corresponding Source

includes interface definition files associated with source files for

the work, and the source code for shared libraries and dynamically

linked subprograms that the work is specifically designed to require,

such as by intimate data communication or control flow between those

subprograms and other parts of the work.

The Corresponding Source need not include anything that users

can regenerate automatically from other parts of the Corresponding

Source.

The Corresponding Source for a work in source code form is that

same work.

2. Basic Permissions.

All rights granted under this License are granted for the term of

copyright on the Program, and are irrevocable provided the stated

conditions are met. This License explicitly affirms your unlimited

permission to run the unmodified Program. The output from running a

covered work is covered by this License only if the output, given its

content, constitutes a covered work. This License acknowledges your

rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not

convey, without conditions so long as your license otherwise remains

in force. You may convey covered works to others for the sole purpose

of having them make modifications exclusively for you, or provide you

with facilities for running those works, provided that you comply with

the terms of this License in conveying all material for which you do

not control copyright. Those thus making or running the covered works

for you must do so exclusively on your behalf, under your direction

and control, on terms that prohibit them from making any copies of

your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under

the conditions stated below. Sublicensing is not allowed; section 10

makes it unnecessary.

3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological

measure under any applicable law fulfilling obligations under article

11 of the WIPO copyright treaty adopted on 20 December 1996, or

similar laws prohibiting or restricting circumvention of such

measures.

When you convey a covered work, you waive any legal power to forbid

circumvention of technological measures to the extent such circumvention

is effected by exercising rights under this License with respect to

the covered work, and you disclaim any intention to limit operation or

modification of the work as a means of enforcing, against the work's

users, your or third parties' legal rights to forbid circumvention of

technological measures.

4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you

receive it, in any medium, provided that you conspicuously and

appropriately publish on each copy an appropriate copyright notice;

keep intact all notices stating that this License and any

non-permissive terms added in accord with section 7 apply to the code;

keep intact all notices of the absence of any warranty; and give all

recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey,

and you may offer support or warranty protection for a fee.

5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to

produce it from the Program, in the form of source code under the

terms of section 4, provided that you also meet all of these conditions:

a) The work must carry prominent notices stating that you modified

it, and giving a relevant date.

b) The work must carry prominent notices stating that it is

released under this License and any conditions added under section

7. This requirement modifies the requirement in section 4 to

"keep intact all notices".

c) You must license the entire work, as a whole, under this

License to anyone who comes into possession of a copy. This

License will therefore apply, along with any applicable section 7

additional terms, to the whole of the work, and all its parts,

regardless of how they are packaged. This License gives no

permission to license the work in any other way, but it does not

invalidate such permission if you have separately received it.

d) If the work has interactive user interfaces, each must display

Appropriate Legal Notices; however, if the Program has interactive

interfaces that do not display Appropriate Legal Notices, your

work need not make them do so.

A compilation of a covered work with other separate and independent

works, which are not by their nature extensions of the covered work,

and which are not combined with it such as to form a larger program,

in or on a volume of a storage or distribution medium, is called an

"aggregate" if the compilation and its resulting copyright are not

used to limit the access or legal rights of the compilation's users

beyond what the individual works permit. Inclusion of a covered work

in an aggregate does not cause this License to apply to the other

parts of the aggregate.

6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms

of sections 4 and 5, provided that you also convey the

machine-readable Corresponding Source under the terms of this License,

in one of these ways:

a) Convey the object code in, or embodied in, a physical product

(including a physical distribution medium), accompanied by the

Corresponding Source fixed on a durable physical medium

customarily used for software interchange.

b) Convey the object code in, or embodied in, a physical product

(including a physical distribution medium), accompanied by a

written offer, valid for at least three years and valid for as

long as you offer spare parts or customer support for that product

model, to give anyone who possesses the object code either (1) a

copy of the Corresponding Source for all the software in the

product that is covered by this License, on a durable physical

medium customarily used for software interchange, for a price no

more than your reasonable cost of physically performing this

conveying of source, or (2) access to copy the

Corresponding Source from a network server at no charge.

c) Convey individual copies of the object code with a copy of the

written offer to provide the Corresponding Source. This

alternative is allowed only occasionally and noncommercially, and

only if you received the object code with such an offer, in accord

with subsection 6b.

d) Convey the object code by offering access from a designated

place (gratis or for a charge), and offer equivalent access to the

Corresponding Source in the same way through the same place at no

further charge. You need not require recipients to copy the

Corresponding Source along with the object code. If the place to

copy the object code is a network server, the Corresponding Source

may be on a different server (operated by you or a third party)

that supports equivalent copying facilities, provided you maintain

clear directions next to the object code saying where to find the

Corresponding Source. Regardless of what server hosts the

Corresponding Source, you remain obligated to ensure that it is

available for as long as needed to satisfy these requirements.

e) Convey the object code using peer-to-peer transmission, provided

you inform other peers where the object code and Corresponding

Source of the work are being offered to the general public at no

charge under subsection 6d.

A separable portion of the object code, whose source code is excluded

from the Corresponding Source as a System Library, need not be

included in conveying the object code work.

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tangible personal property which is normally used for personal, family,

or household purposes, or (2) anything designed or sold for incorporation

into a dwelling. In determining whether a product is a consumer product,

doubtful cases shall be resolved in favor of coverage. For a particular

product received by a particular user, "normally used" refers to a

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commercial, industrial or non-consumer uses, unless such uses represent

the only significant mode of use of the product.

"Installation Information" for a User Product means any methods,

procedures, authorization keys, or other information required to install

and execute modified versions of a covered work in that User Product from

a modified version of its Corresponding Source. The information must

suffice to ensure that the continued functioning of the modified object

code is in no case prevented or interfered with solely because

modification has been made.

If you convey an object code work under this section in, or with, or

specifically for use in, a User Product, and the conveying occurs as

part of a transaction in which the right of possession and use of the

User Product is transferred to the recipient in perpetuity or for a

fixed term (regardless of how the transaction is characterized), the

Corresponding Source conveyed under this section must be accompanied

by the Installation Information. But this requirement does not apply

if neither you nor any third party retains the ability to install

modified object code on the User Product (for example, the work has

been installed in ROM).

The requirement to provide Installation Information does not include a

requirement to continue to provide support service, warranty, or updates

for a work that has been modified or installed by the recipient, or for

the User Product in which it has been modified or installed. Access to a

network may be denied when the modification itself materially and

adversely affects the operation of the network or violates the rules and

protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided,

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