

Rebex General End User License 1.3.txt

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The following agreement applies to a software product of REBEX CR s.r.o.

This is a legal agreement (hereafter "Agreement") between you, either an individual or an entity, as the end user (hereafter "Recipient") and Rebex CR s.r.o. (hereafter "Rebex"). By installing or using the software and related documentation provided with this agreement (hereafter "Product"), you agree to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, do not install or use the software.

NON-DISCLOSURE AND LICENSE AGREEMENT FOR AN REBEX SOFTWARE

1. GRANT OF LICENSE.

Rebex grants Recipient a limited, perpetual, non-exclusive, nontransferable, royalty-free license to use the Product.

If the Product includes a Web based user interface, Recipient may, at Recipient's own risk, modify, extend or adapt the Web based user interface where possible to suit Recipient's needs.

Recipient may distribute component runtime along with his own products royalty-free.

Recipient shall not rent, lease, sell, sublicense, assign, or otherwise transfer the Product, including any accompanying printed materials. Recipient may not reverse engineer, decompile or disassemble the Product.

Rebex shall retain title and all ownership rights to the Product.

Product can be purchased in different licensing variants:

SINGLE DEVELOPER LICENSE

This product is licensed to one developer. All developers working on a project that includes a Product who are directly working with the Product, are required to purchase a license for that Product.

COMPANY LICENSE

This product is licensed to all developers employed by your company.

SOURCE CODE LICENSE

Recipient may not sell, rent, transfer or disclose the source code of the software product or derivative work of the software product to a third party without written permission from Rebex.

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Recipient may not use the source code to develop commercially competitive product to Rebex's software.

2. TERM OF AGREEMENT.

The term of this Agreement shall commence at the date Recipient purchases the Product.

3. SUPPORT SERVICES.

Rebex may provide you with support services related to the Product ("Support Services"). Use of Support Services is governed by Rebex policies and programs described in the user manual, in "on line" documentation and/or other Rebex provided materials. Any supplemental Product provided to you as part of the Support Services shall be considered part of the Product and subject to the terms and conditions of this EULA. With respect to technical information you provide to Rebex as part of the Support Services, Rebex may use such information for its business purposes, including for Product support and development. Rebex will not utilize such technical information in a form that personally identifies you.

4. DISCLAIMER OF WARRANTIES.

To the maximum extent permitted by applicable law, the Product is provided "as is" and without warranties of any kind, whether expressed or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose. The entire risk arising out of the use or installation of the Product, if any, remains with Recipient.

5. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.

To the maximum extent permitted by applicable law, in no event shall Rebex, or its principals, shareholders, officers, employees, affiliates, contractors, subsidiaries, or parent organisations be liable for any special, incidental, indirect, consequential or punitive damages whatsoever arising out of or in any way related to the use of or the inability to use the Product.

6. LIMITATION OF LIABILITY AND REMEDIES.

To the maximum extent permitted by applicable law, any liability of Rebex will be limited exclusively to a refund of the purchase price.

7. GOVERNING LAW.

This Agreement shall be construed and controlled by the laws of the Czech Republic. Exclusive jurisdiction and venue for all matters relating to this Agreement shall be in courts located in the Czech Republic. The Recipient consents to such jurisdiction and venue.

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8. ENTIRE AGREEMENT.

This Agreement constitutes the complete and exclusive agreement between Rebex and Recipient with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified except in a writing fully signed by an authorised representative of Rebex and Recipient.

Should you have any questions concerning this Agreement, please contact Rebex.