

Rebex General End User Agreement - Rebex Buru SFTP Server

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 "Software 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.

LICENSE AGREEMENT FOR A REBEX SOFTWARE

1. GRANT OF LICENSE

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

Recipient may not distribute the Software Product as a runtime component of your Application(s) without explicit permission from Rebex.

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

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

Software Product can be obtained in different licensing variants:

SERVER LICENSE

If the product option you have purchased is marked as a "SERVER" or "SINGLE SERVER" license, the following terms apply: In consideration of your payment of applicable license fees, and subject to the terms, conditions, and restrictions set forth in this Agreement, Rebex hereby grants to you a limited, non-exclusive, non-transferable license to install and use the Software Product in conjunction with the maximum number of Servers specified in the order.

NON-COMMERCIAL LICENSE

If the Software Product you have downloaded or otherwise obtained is marked as "PERSONAL", "HOBBYIST", "NON-COMMERCIAL", or "EDUCATIONAL" the following license terms apply: Subject to the terms, conditions, and restrictions set forth in this Agreement, Rebex hereby grants to you a limited, personal, non-exclusive, non-transferable license to non-Commercial use of Software Product.

You may not distribute Applications that use the Non-Commercial Software as a runtime component.

THIRTY (30) DAY EVALUATION (TRIAL) USE LICENSE

If the Software Product you have obtained is marked as a "TRIAL" or "EVALUATION," you may install copy of the Software Product for evaluation purposes only, for a period of 30 calendar days from the date of installation("EVALUATION PERIOD"). Upon expiration of the EVALUATION PERIOD, the Software Product must be uninstalled and all copies destroyed.

2. TERM OF AGREEMENT

The term of this Agreement shall commence at the date Recipient purchases, installs or otherwise starts using the Software Product.

3. SUPPORT SERVICES

Rebex may provide you with support services related to the Software 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 Software Product provided to you as part of the Support Services shall be considered part of the Software 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 Software 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 Software 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 Software 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 Software 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.

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.