

# End User License Agreement ConfigBox

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## 1. Object of the agreement

Object of this agreement is the conditional grant of use permission of the software ConfigBox and its documentation, referred to as 'software' in this document. Licensor of the software is Martin Rasser, Hermannngasse 7/2/25, 1070 Vienna, Austria. Licensee of the software is the receiver of the software and is referred to as 'customer'

All responsibilities from this contract apply to all third parties that get access to the software by the customer. The customer is fully and directly liable for all violations of this contract done by these third parties.

This contract also fully applies to any customization to the software code, also if the customer commissioned the customization as separate order.

The licensee explicitly does not obtain any rights like distribution, rebranding or ownership of the software by agreeing to this contract or by modifying the software by third parties or by the licensor.

## 2. Grant of user permission

The licensor grants the permanent, non-transferable, non-exclusive right to use the software exclusively under the conditions of this contract.

The customer is entitled to deploy the software on a single website per purchased license. Usage of multi-site technologies to serve different content with one CMS or multiple websites in subfolders or subdomains on one domain name do not count as 1 website.

For development and testing purposes, the customer is entitled to deploy the software on additional systems if they are only accessible to the customer and involved service and development suppliers.

Any usage rights are bound to complete payment for the software and compliance with the terms of this contract.

### 3. Responsibilities of the customer

**Secure storage of the software provisions:** The customer is liable to prevent any unauthorized access to the software, its backups and its documentation. If the customer has an account for downloads and updates of the software, then the access credentials have to be kept private. In doubt, the customer is liable to immediately inform the licensor in appropriate form.

**Appropriate IT security:** Any exposure of the software to unauthorized parties due to an inappropriate IT security policy (including but not limited to weak access credentials that enable access to the software code, storage of the software in resources that do not require authentication, failure to change passwords after exposure to unauthorized parties) makes the customer fully liable for damages.

**Branding and redistribution:** The customer is NOT entitled to rent, lease or share this usage rights in any form with any other party. Copyright marks, serial numbers and any internal identification of the software are not to be removed, tampered or exploited. Unauthorized distribution of the software and its documentation, in whole or in part, is strictly forbidden and constitutes a major violation this software license agreement.

**Software activation and recurring authorization checks:** The software can automatically determine if it is deployed in conformance of this agreement and lock itself if it detects a violation. The customer is not allowed to modify or circumvent this behaviour. Wilful violation of this term constitutes a major contract violation and enables the licensor to take any steps necessary to enforce compliance.

**Lawful usage of the software:** The client is exclusively responsible for the lawful usage of the software, the licensor cannot be held responsible for any

claims or demands of third parties and reserves the right of termination of the contract in case of law violations regarding usage of the software.

**Customization and third party access:** If the customer gives access to the software to third parties, these need to be informed about the responsibilities of this contract. The customer is fully and directly liable for any actions taken by third parties.

#### **4. Withdrawal from contract**

If the licensor or customer withdraws from the contract, then the customer and third parties have to remove the software and all its provisions and the customer is not entitled to use the software anymore. Removal of the software has to be confirmed in writing. Violation of this term constitutes a major violation of this contract.

#### **5. Contract violation**

Should any party violate the terms of this agreement, then the other is entitled to withdraw from the contract and to claim damages.

In case of a major violation of the terms of this agreement by the customer, the customer is liable to pay a contractual penalty in the amount of the tenfold current list price of the software. Further damage claims are reserved.

#### **6. Warranty**

Warranty claims are only valid for the unaltered and most recent freely available version of the software.

Compensation for consequential damages and financial loss, data loss, not realized savings, loss of interest, and damages arising from third-party claims against the seller is in every case ruled out.

For warranty claims the Austrian regulations for warranty and the terms of service for software development of Elovaris Web Development (enclosed, attached or downloadable on [www.elovaris.at](http://www.elovaris.at)) apply.

## **7. Final provisions**

The terms of service for software development of Elovaris Web Development apply. Terms in this agreement overrule the terms of service. This agreement is subject to Austrian law. Mutually agreed place of jurisdiction is Vienna. Modifications to this agreement shall be in writing and signed to be effective.

END OF SOFTWARE LICENSE AGREEMENT