

End-User License Agreement for ownCloud Infinite Scale

IMPORTANT – PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS PROGRAM INSTALLATION.

ownCloud GmbH - ownCloud Infinite Scale

End-User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity) and ownCloud GmbH for ownCloud Infinite Scale (herein also referred to as „program“), whereas rights granted and other terms and conditions herein, may be also extended by ownCloud GmbH at any time, for example if parties mutually enter into extending license- or service-agreements or the like. By installing, copying, or otherwise using ownCloud Infinite Scale, you agree to be bound by the terms of this EULA. This license agreement represents the entire agreement concerning the program between you and ownCloud GmbH, (referred to as “licensor”), and it supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this EULA, do not install or use ownCloud Infinite Scale.

ownCloud Infinite Scale is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. ownCloud Infinite Scale is licensed, not sold.

1. Definitions

Commercial Use means corporate use intended for commercial advantage, monetary compensation or profit-making, including but not limited to e.g. offering ownCloud Infinite Scale based software-as-a-service (SaaS), platform-as-a-service (PaaS) or any other types of hosted services to a third party. Whereas scenarios in which such a commercial advantage is intended to be realized indirectly by leveraging ownCloud Infinite Scale, e.g. as a cost-free add-on or as an embedded value-add proposition for supporting monetarization of other products or services or the like constellations, is also considered as Commercial. Whereas, Private Use and Productive Use are explicitly NOT considered as Commercial.

Organisation means a legal entity in form of an organisation or incorporation, including but not limited to enterprises, companies, associations, non-profit organisations, governmental institutions or educational institutions.

ownCloud Infinite Scale means the software program, packaged and distributed by licensor in form of (but not limited to) zip-archives, tarballs, virtual images, software

containers or the like formats, comprising executable binary code, compiled by licensor from the source code of the ownCloud Infinite Scale server backend (OCIS) and its associated web-frontend (Web) components and which may furthermore include associated software components, media, printed materials and “online” or electronic documentation.

Private Use means the use of ownCloud Infinite Scale privately by an individual, including such individual’s family members and friends, solely at an everyday personal and private usage level or for testing, evaluation or development purposes and within the specifications and use-cases for which it was designed and released by licensor.

Productive Use means the use of ownCloud Infinite Scale by an Organization in its productive day to day business or for testing, evaluation or development purposes and solely within the specifications and use-cases for which it was designed and released by licensor.

2. Grant of license

ownCloud Infinite Scale is licensed to you as follows:

(a) Installation, Private Use and Productive Use.

For the means of any kind of Private Use or Productive Use, ownCloud GmbH grants you the non-exclusive, non-transferable right to install and use copies of ownCloud Infinite Scale on your device running a validly licensed copy of an operating system for which ownCloud Infinite Scale was designed.

(b) Backup Copies.

You may also make copies of ownCloud Infinite Scale as may be necessary for backup and archival purposes.

3. Description of other rights and limitations

(a) Commercial Use

You must not install and use ownCloud Infinite Scale for Commercial Use.

(b) Maintenance of Copyright Notices.

You must not remove or alter any copyright notices on any and all copies of ownCloud Infinite Scale.

(c) Distribution.

You may not distribute copies of ownCloud Infinite Scale to third parties.

(d) Prohibition on Reverse Engineering, Decompilation, and Disassembly.

You may not reverse engineer, decompile, or disassemble ownCloud Infinite Scale, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(e) Rental.

You may not rent, lease, or lend ownCloud Infinite Scale.

(f) Support Services.

ownCloud GmbH may provide you with support services related to ownCloud Infinite Scale (“Support Services”). Any supplemental executable code provided to you as part of such Support Services shall be considered part of ownCloud Infinite Scale and subject to the terms and conditions of this EULA.

(g) Compliance with Applicable Laws.

You must comply with all applicable laws regarding use of the ownCloud Infinite Scale.

(h) Open Source Software.

ownCloud Infinite Scale includes open source components that are subject to open source licenses. Those open source components are not subject to the terms and conditions of this EULA. Instead, each item is licensed under its applicable license terms which accompanies such component. Nothing in this EULA limits Your rights under, nor grants You rights that supersede, the terms and conditions of any applicable license terms for the open source component.

4. Termination

Without prejudice to any other rights, ownCloud GmbH may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the ownCloud Infinite Scale in your possession.

5. Copyright

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