



# C-BOARD

## **End User License Agreement**



Last updated: 02.July 2015



# EULA

Waldburg, 02-July-2015

## **C-CYBERNETICS C-BOARD SOFTWARE APPLICATION & SERVICES**

### **END USER LICENSE AGREEMENT (EULA)**

**\*\*\* READ THIS EULA BEFORE YOU PURCHASE AND USE THE APPLICATION \*\*\***

This End User License Agreement (the "Agreement") is a legally binding agreement between you, the end user, ("you", "your", "yours") and C-CYBERNETICS, a product development division ("C-CYBERNETICS", "our", "we").

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE ACTIVATING AND USING THESE C-CYBERNETICS SOFTWARE & SERVICES (THE "SOFTWARE", "SERVICES", "APPLICATION").

By purchasing, activating or otherwise using the Application, you  
**a)** have been authorized to accept the terms and conditions of this Agreement on behalf of an organization,  
or  
**b)** you intend to be personally bound by the terms and conditions of this Agreement.

If you are not authorized to do so by your company or organization, or do not intend to be personally bound, then C-CYBERNETICS is unwilling to license the Application and the installation and thus copying or use of the Software is a violation of Canadian, U.S. and international copyright laws and conventions. If you do not agree with the terms and conditions of this Agreement, do not purchase, activate, install, copy or otherwise use the Software or Services.

Our Software & Services are in some parts delivered by 3rd-parties, and so sometimes additional terms or product requirements may apply. These additional terms will be available with the relevant Services, and those additional terms become part of your agreement with C-CYBERNETICS if you use those Services. By using our Application, you intend and agree to be legally bound by this agreement.

### **SOFTWARE LICENSE**

The Software which accompanies this license is the property of C-CYBERNETICS and is protected by copyright law. The software under this license is licensed, not sold, to you by C-CYBERNETICS upon the conditions contained in this Agreement. C-CYBERNETICS retains full title to the Software. This agreement does not transfer any right, title, or interest in the software product or documentation to YOU except

as specifically set forth in this license agreement. This license is valid for the C-BOARD project discussion board application.

## Permitted Uses

### **YOU may:**

use ONE instance of the C-BOARD for ONE project and with a maximum amount of SIX Client Access Licenses ("CALs", "registered users per instance", "active project-team-mates"). Extra licenses for additional team-mates of the given C-BOARD-instance have to be purchased additional. Assume a linear calculation for determining the fee for each CAL (each additional CAL will cost a sixths part of your C-BOARD instance fee; e.g.: if YOUR C-BOARD instance fee is 144.00 EUR p.a.:  $144/6 = 24$  -> every additional CAL for YOU would be accounted with a fee of 24.00 EUR p.a.)

## Restricted Uses

### **YOU may not (except as provided by statutory law):**

- a) sub-license, rent or lease any portion of the Application;
- b) reverse engineer, modify, make any attempt to discover the source code of the Application, or create derivative works from the Software;

YOU are responsible for any breach of this Agreement resulting from an act by its employees or any other person acting on behalf of YOU.

## Disclaimers and Exclusion of Warranty

THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE AND CONFORMITY WITH APPLICABLE LAWS, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE ENTIRE RISK AS TO THE OWNERSHIP, RESULTS AND PERFORMANCE OF THE SOFTWARE AND THE SERVICES IS ASSUMED BY YOU. SHOULD THE SOFTWARE APPLICATION(S) PROVE DEFECTIVE, YOU (AND NOT C-CYBERNETICS OR ITS LICENSORS, SUPPLIERS, DISTRIBUTORS OR DEALERS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. NEITHER C-CYBERNETICS NOR ITS LICENSORS, SUPPLIERS, DISTRIBUTORS OR DEALERS WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE.

C-CYBERNETICS DOES NOT WARRANT THAT OUR SOFTWARE APPLICATIONS AND SERVICES WILL RENDER OR DISPLAY PROPERLY, OR FUNCTION AT ALL, ON ALL HARDWARE AND SOFTWARE PLATFORMS. C-CYBERNETICS RESERVES THE RIGHT TO DISCONTINUE, MODIFY OR OTHERWISE ALTER FEATURES WITHIN THE SOFTWARE APPLICATION(S) AND SERVICES, WHICH CHANGES MAY RESULT IN, AMONG OTHER THINGS, CHANGES TO THE WAY YOUR CONTENT IS DISPLAYED, STORED, ACCESSED OR PROCESSED.

## Limitation of Liability

NEITHER C-CYBERNETICS NOR ITS LICENSORS, SUPPLIERS, DISTRIBUTORS OR DEALERS OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THESE SOFTWARE AND SERVICES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION ARISING OUT OF THE USE, THE RESULTS OF USE, OR INABILITY TO USE THESE SOFTWARE AND SERVICES, OR DAMAGE OF LOSS CAUSED BY THESE SOFTWARE AND SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

### **Security / Ultra hazardous Activities**

THE SOFTWARE IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS A SECURITY DEVICE. YOU ARE RESPONSIBLE FOR DETERMINING ALL SECURITY REQUIREMENTS NECESSARY AND APPROPRIATE FOR YOUR NETWORK AND COMPUTER SYSTEMS. IN ADDITION, THE SOFTWARE IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN ANY ENVIRONMENT IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY OR ENVIRONMENTAL DAMAGE OR IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAILSAFE PERFORMANCE. C-CYBERNETICS SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR ULTRAHAZARDOUS ACTIVITIES. YOU REPRESENT AND WARRANT TO C-CYBERNETICS THAT YOU WILL NOT USE THE SOFTWARE FOR SUCH PURPOSES.

### **General**

IF FOR ANY REASON A COURT OF COMPETENT JURISDICTION FINDS ANY PROVISION OF THIS EULA, OR PORTION THEREOF, TO BE UNENFORCEABLE, THAT PROVISION SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMISSIBLE SO AS TO AFFECT THE INTENT OF THE PARTIES, AND THE REMAINDER OF THIS EULA SHALL CONTINUE IN FULL FORCE AND EFFECT

prodopti e.K.

Schlierer Str 36, D-88289 Waldburg, Germany. [www.c-cybernetics.com](http://www.c-cybernetics.com)