

CANCOM AUSTRIA AG Hardened Images End User License Agreement

PUBLICDatum (Gültig ab)
20.02.2024

This Agreement is by and between CANCOM AUSTRIA AG, and the entity or individual (the “End User”) identified in the purchase of CANCOM AUSTRIA AG-offered virtual machine image, CANCOM AUSTRIA AG Hardened Images.

License: Upon purchase of a Product, CANCOM AUSTRIA AG grants End User a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use the Product during the Term in accordance with this Agreement. The Products are protected by copyright and other intellectual property laws and by international treaties. The End User acknowledges and agrees that he/she/they/it is not acquiring title or intellectual property rights in the Products and that full title and all ownership rights to the Products will remain property of CANCOM AUSTRIA AG. Use of the Products may be subject to a separate software licensing (e.g. open source license), and End User agrees to comply with all applicable software licenses in using the Product. In the event of any conflict between the license granted in this Agreement and any separate software license associated with the Product, the terms of the separate software license shall prevail. All rights to the Products not expressly granted in this Agreement are hereby reserved.

Services: CANCOM AUSTRIA AG do not provide any support for this product.

End User Responsibilities: End User may use the Products only in connection with the End User’s virtual machine instance. End User shall not use the Products to manage any third party’s equipment or instances without the prior written consent of CANCOM AUSTRIA AG.

End User may not resell the Products or distribute or share the Products on any website, bulletin board, ftp server or other similar mechanism or device, without the prior written consent of CANCOM AUSTRIA AG.

End User acknowledges and agrees that: (1) no network, system, device, hardware, software or component can be made fully secure; (2) End User shall be responsible for (a) evaluating the risks and benefits of the Products to his/her/their/its particular circumstances and requirements; and (b) ensuring back-up of all data and software. CANCOM AUSTRIA AG shall not be liable for any security breach or loss of data or software or corruption to or damage of data or software.

Product Specific Terms: With respect to the Products, the End User shall not: allow any unauthorized access to the Products; or tamper with the Products or insert any data or information into the Products that might affect the Products, cause any damage to CANCOM AUSTRIA AG or third parties, or be unlawful.

Billing will be assessed per the standard billing terms of the applicable cloud service provider. Refunds are not available.

Liability Limitations: In no event shall either Party be liable to the other or any third party for any indirect, special, incidental, punitive, or consequential loss or damage or for any loss of or damage to data, ex gratia payments, loss of profit, loss of contract or loss of other economic advantage (in each case whether direct or indirect) howsoever arising out of or in connection with this Agreement or any collateral

CANCOM AUSTRIA AG Hardened Images End User License Agreement

PUBLICDatum (Gültig ab)
20.02.2024

contract, or the production, sale, supply or use (by CANCOM AUSTRIA AG, the End User or any third party) of the Products or Services provided under this Agreement, even if that party has previously been advised of the possibility of the same and whether foreseeable or not. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

Upon expiration or termination of this Agreement and/or use of Product(s) by End User for any reason, all licenses granted to End User under this Agreement shall terminate forthwith, and CIS will have no further obligation.

No Warranty: The CANCOM AUSTRIA AG Hardened Images are provided "AS IS". CANCOM AUSTRIA AG disclaims any and all warranties, including any implied warranties of merchantability, fitness for a particular purpose, and statutory warranties of non-infringement. CANCOM AUSTRIA AG in no way whatsoever guarantees that use of any Product assures compliance with regulatory guidelines.