

License Agreement with the End User of the Fine s.r.o. company (EULA)

This End User License Agreement (hereinafter “License Agreement”) states conditions under which the Fine company is willing to grant a license to use a Software (defined below) to you as a Licensee. The conditions of this License Agreement are legally binding regardless of whether you obtained the Software directly from the Fine company or it was delivered to you through a reseller (defined below).

Conclusion of the License Agreement

The License Agreement is concluded by clicking ‘I accept the terms in the License Agreement’ when installing the Software or by paying the License Fee (defined below) for the Software.

Grant of License

The Fine company grants you a non-exclusive and non-transferable right to install and use the Software including Documentation on your computer or on the computer under your supervision providing the License Fee has been paid, if required, and further under the condition of proper fulfilment of duties in accordance with this License Agreement. The License is not transferable to other legal entity without agreement of the Fine company. Ceding the Software to other legal entities is permitted within the Corporate License (see License Types).

Definitions

Software means software products developed by the Fine company.

License Fee means a fee for the License that you pay in return for providing the License as well as for providing Fine Maintenance if this service is a part of the License.

Reseller indicates a person that is an authorized reseller of the Fine company.

Licensee is a party obtaining the License, that is either you as a natural person or a business corporation or any other legal person.

Documentation means user’s documentation regarding the Software.

Defect indicates a fault or an imperfection of the Software that prevents the Software from functioning in accordance with the Documentation.

Non-commercial use means a use of the Software for demonstration and testing purposes as well as for research and teaching. Using the Software for teaching means to use it specially for educational purposes.

License Types

By having the License you are entitled to use the Software in accordance with the License parameters and the conditions of this License Agreement.

Local License with a hardlock

The Software may be installed on an arbitrary number of computers with the proviso that the Software functions on the computer where the hardlock is being linked to. The Software may be installed on one or more local locks according to your special requirements.

Local License with softlock (Software key)

The Software is allowed to be installed and used only on one computer.

Network License with hardlock

The Software shall be used in a computer network or on virtual machines. Maximum number of users that are allowed to use the Software at the same time depends on the number of purchased licenses, i.e. an unlimited number of users may have an access to the Software but at a certain moment only as many users may work with it as there are purchased licenses.

Corporate License (Enterprise license)

The Corporate License allows that more legal entities use the Software within the corporation (e.g. parent company and its subsidiaries).

Academic License

The Academic License is only intended for non-commercial purposes.

Demo Version

The Software Demo Version is provided free of charge and is only intended for non-commercial purposes. There is no hardlock nor softlock necessary to start it.

Software Protection

The Software is delivered together with software or hardware locks that represents the License and protect products against illegal use or copying. In case of hardlock damage there is a possibility of creating a new lock for a standard price according to the price list. Returning a damaged lock is a necessary condition. The software lock is linked to the hardware of a certain computer. When purchasing a new computer, the software lock is transferred free of charge.

Declaration

The Fine company declares and warrants that the Software is a property of the Fine company and that the company has the right to license the Software.

Limited Warranty

The Fine company does not warrant and cannot warrant the results obtained by using the Software. Accordingly, the Software is provided 'as such', without warranty of any kind and excluding legal liability for defects to the maximum extent permitted. The Fine company does not provide any other warranties considering the Software whether already expressed or presumed, legal or any other, including, nevertheless not specially, warranties for merchantability, title and suitability for a particular purpose. The entire risk as to the quality and performance of the Software is with the Licensee.

The Fine company provides a warranty for the Software functioning:

- (a) in accordance with the Software features description on the Fine company website
- (b) in compliance with all applicable laws, and the Fine company will maintain all indispensable licenses, permissions, certificates and consents or those that could be required for the Software used by the Licensee according to the Agreement.
- (c) in such a manner as not to cause any failure, malfunction or performance reduction of any related hardware, software, products or systems of the Licensee; and
- (d) in such a way as not to cause any interruption of the Licensee's business (except for an inevitable interruption necessary to perform the Software update properly, and which is agreed before it occurs).

In case of violation of the Fine company warranties, the Licensee, of his/her own choice, may:

- (a) require the Fine company to amend the faults (if repairable) within a reasonable time period specified by the Licensee and in a period of time not shorter than 30 days; or
- (b) terminate this Agreement and require a proportional part of the License Fee to be refunded for the period of time when the Software did not function, to the maximum of the total amount of the License Fee.

The warranty does not apply to any license granted free of charge.

Liability Limitation

Regarding the License Agreement and its performance, neither the Fine company nor its Resellers shall be liable for any income loss, lost profits, loss of production, business interruption, expenses caused by delay, lost possibility of use, lost or inaccurate data, or for any indirect, special, incidental, conditional or consequential damages of any kind even though they were informed about the possibility of such damage beforehand.

Restrictions

The Licensee is not authorized:

- to carry out any inverse analyses, software de-compilation or de-composition except for cases resulting from law regulations when inevitable for obtaining the information necessary to achieve mutual cooperation of independently created program with this Software or with other program, if this information is not promptly provided by the Fine company or is not otherwise obtainable.

- to hand over, distribute, lease, lend, provide a sublicense or to otherwise transfer the Software, Documentation or any part of them or the rights granted by this License Agreement to any other party without prior written consent given by the Fine company.
- to remove, modify or cover any descriptions, labels or logos of the Software or the Documentation.
- to modify, translate, adapt the Software or the Documentation or, based on them, to propose or create newly derived products for any purpose.
- to use any device, software or any other tools to circumvent or remove any protection form against illegal copying used by the Fine company in relation to the Software, or to use the Software with a hardlock, authorization code, serial number or any other device for protection against illegal copying not provided by the Fine company or by an authorized reseller of the Fine company.
- to use the Software in order to develop other software.

Delivery Conditions

The Software is provided through the 'Personalized Setup' tool which is available on the Fine company website. The tool also supplies future updates.

The Software can be used only for such a device that meets technical parameters described in 'Hardware and software requirements' on the Fine company website.

User Support

Basic technical support is provided free of charge via email or through technical support forms. Basic technical support is also provided for older software versions. The Fine company reserves the right to terminate technical support to versions of which there are at least two new versions existing to the current date. The current version of the Software may be obtained through Single Upgrade or via Fine Maintenance program.

Amendments to the Agreement

This Agreement represents a complete consent between the Fine company and the Licensee. Any amendment to this Agreement shall not be binding unless in the written form signed by an authorized representative of each party.

Privacy Policy

The Licensee agrees to the following:

- The Fine company or its Resellers may use the personal data in order to process the order and to provide technical support. The Fine company undertakes that it shall make the personal data accessible only to the necessary extent.
- The Fine company may retrieve a hardware fingerprint for the computer where the Software is to be used, and information on SW/HW locks for providing the Software License in a proper way.
- The Fine company takes reasonable steps to protect the client personal data against unauthorized access, use or disclosure. It shall treat the provided personal data with an utmost responsibility, and in compliance with Czech and European legislation – see under: <https://www.finesoftware.eu/privacy-policy/>