



Filestash

Standard Software License Terms

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1 Scope and Definitions

1.1. Scope: These terms govern the rights and obligations related to the maintenance, support, and use of the Software, including any third-party and free software components incorporated therein.

1.2. Definitions:

- Software: Refers to the entire solution delivered by the Supplier, encompassing both standard (proprietary) software and any free/open-source components.
- Maintenance: Means the services provided by the Supplier to ensure the Software remains compliant with the specifications and functions reliably, as further described in the Agreement.
- Free Software: Denotes any software provided under an open-source license, whose terms shall apply in addition to these standard terms.

2 License Grant and Use

2.1. License Grant: The Supplier grants the Customer a non-exclusive, non-transferable license to use the Software for its internal operations for the duration of this Agreement, subject to full compliance with these terms. The Customer may install and use the Software on its designated systems for maintenance and operational purposes only.

2.2. Permitted Use: The Customer may reproduce and retain copies of the Software solely for internal use. Any modifications, reverse-engineering, or redistribution of the Software is strictly prohibited unless expressly agreed in writing by the Supplier.

3 Intellectual Property

3.1. All intellectual property rights in the Software remain with the Supplier, except for any free software components that are governed by their respective open-source licenses.

3.2. Any enhancements or modifications made solely for the Customer's internal operations do not convey any ownership rights to the Customer.

4 Warranties and Disclaimers

4.1. Warranty: The Supplier warrants that the Software will substantially conform to the specifications provided upon delivery for a period of [12 months] from the delivery date. This warranty does not cover issues arising from modifications, misuse, or external influences.

4.2. Disclaimer: Except for the limited warranty stated above, the Software is provided "as is" without any further express or implied warranties, including but not limited to warranties of merchantability or fitness for a particular purpose. For free software components, all warranties and liabilities are as set forth in the applicable open-source licenses.

5 Support and Maintenance Obligations

5.1. The Supplier shall provide maintenance services in accordance with the Agreement, including the installation of patches, new versions, and error corrections.

5.2. For third-party software maintained under separate agreements, the Supplier shall secure and document the necessary arrangements with the original software manufacturer. 5.3. Regular updates and support services are included in the maintenance fee

6 Limitation of Liability

6.1. In no event shall the Supplier be liable for any indirect, incidental, or consequential damages (such as lost profits, data loss, or business interruption) arising from the use or inability to use the Software.

6.2. The Supplier's total liability under these terms shall not exceed the total annual maintenance fee paid by the Customer under this Agreement.

7 Term and Termination

7.1. These standard license terms shall remain in effect for the entire duration of the Agreement.

7.2. Upon termination of the Agreement, the Customer shall cease using the Software and, at the Supplier's direction, return or destroy all copies.

7.3. Termination of these terms shall not affect any accrued rights or obligations prior to termination.

8 Free Software

8.1. Any free or open-source software provided as part of the Software is subject to its respective license terms.

8.2. The Customer agrees to comply with all applicable conditions governing the use, modification, and distribution of these free software components.

8.3. The Supplier disclaims any further warranties or liabilities regarding free software beyond those specified in the respective licenses.