

FileRun License Agreement and Terms of Service

Last update: March 21, 2022

Introduction

This is a license agreement ("Agreement") between FileRun Lda ("FileRun, Lda Zona Franca da Madeira") and its customers ("Customer"), in which FileRun Lda grants customers certain rights to use the software program FileRun ("Software").

FileRun Lda is allowed at its sole discretion to assign the Agreement or any rights hereunder to any third party, without giving prior notice.

The license agreement shall be governed by and interpreted in accordance with the laws of Portuguese Autonomous Region of Madeira, without reference to its conflict of law principles, and shall be subject to the jurisdiction of the courts of Portuguese Autonomous Region of Madeira.

Copyright

The Software, its source code and files are original works exclusively owned by FileRun Lda and subject to copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

Any and all intellectual property rights in the Software, including the original works, or parts thereof, in any form, are and shall remain the exclusive property of FileRun Lda. Nothing in this Agreement intends to transfer any such intellectual property rights to the Customer. The Customer will not take any action to jeopardize, limit or interfere with FileRun Lda's rights.

You must not remove, obscure or interfere with any copyright, acknowledgment, attribution, trademark, warning or disclaimer statement.

License Limitations

Subject to the terms of this Agreement, FileRun Lda hereby grants you a limited, personal, non-exclusive, non-sublicensable, non-assignable license to download, install and use one instance of the Software. You may not sublicense, sell, assign, pledge, re-sell, transfer or otherwise dispose of the Software in any form, on a temporary or permanent basis, without the prior

written consent of FileRun Lda. FileRun Lda reserves the right to refuse license transfers at its sole discretion.

FileRun Lda may, but is not obligated to, provide you with updates or upgrades to the Software for free or subject to the payment of additional service fees. By installing, copying or otherwise using such update or upgrade, you agree to be bound by the terms of this Agreement with respect to such update or upgrade.

A license is valid only in relation to the designated license owner stated at the time of purchase of the license and any request for transfer of ownership must be made in writing to FileRun Lda for consideration.

If the license is purchased by a registered company and no specific person is designated as the license owner, then the license owner will be deemed to be the then current CEO of the company. A company which is not registered at the time of purchase must name an owner for the license.

One license allows the Customer to install and use one copy of the Software.
Each license is bound to an Internet domain name. If an Internet domain name is not available, an Internet IP address can be used instead. Changing the domain name that Software is registered for can be done only if the new domain name points to the exact same website or the previous domain name is no longer associated with an active web server. Changing the domain name requires that the license has valid support service.

Multiple identical instances of the same license can run simultaneously on the same domain name only for load balancing purposes.

The Customer may duplicate the Software's application files for load balancing, archival or backup purposes only.

You are explicitly not permitted to redistribute the Software to any third party.

Any analysis of the Software, embedded data or license files by any means and by any entity whether human or otherwise and including but without limitation to discover details of internal operation, to reverse engineer, to de-compile object code, or to modify for the purposes of modifying behavior is forbidden.

License Fees

The Software is purchased with a one-time fee that depends on the number of user accounts.

User Accounts

A user account refers to a unique "login name" that a person can use to access the Software's functions.

There is no limitation on the number of people that can use, even at the same time, one user account.

Additional User Accounts

The Customer may increase the number of user accounts the program is configured to support, by paying an additional one-time license fee for each additional user. The additional license fee shall be in accordance with the pricing displayed on the product website at the time of the initial license purchase.

Service and Support

The license may include one year of support service. If it does, the following information applies.

FileRun Lda shall assist the Customer in diagnosing errors and malfunctions at no additional costs during this period. FileRun Lda reserves the right to charge additional fees for support services provided at a later time.

FileRun Lda shall provide support services to Customer to attempt to correct diagnosed errors and malfunctions.

FileRun Lda makes the following specific commitments to respond to requests for Technical Assistance from Customer:

1. to accept/acknowledge the support request within one (1) business day of receipt of request.
2. to inform Customer of current known status of the problem;
3. to provide a response within three (3) business days including options and estimated time for resolution.
4. to make best effort, for bona fide defect or problem report, to develop a software fix or workaround in a timely fashion.

The technical assistance will be provided by email or web page only.

FileRun Lda will not provide nor support customizations or modifications (functional or cosmetic). Troubleshooting problems caused by customizations is outside the scope of the support service.

FileRun Lda may, but is not obligated to, provide technical assistance with problems related to features that depend on third-party software or online services.

FileRun Lda is not required to fix problems caused by updates of the Software that failed to install properly. Such problems will be fixed only if the updates were installed by an FileRun Lda employee.

Customer Responsibilities

Customer should make commercially reasonable efforts to keep current with the latest release of Program provided by FileRun Lda.

The Customer should designate the appropriate individual for contacting FileRun Lda for software support. The total number of Customer contacts should not exceed 1 (one) at any given time.

Refund Policy

During the first 30 days after the initial license purchase, the Customer can request the cancellation of the license, followed by a refund on the amount paid minus any incurred transaction fees.

A refund is possible only if FileRun Lda has not provided any installation, configuration or customization services during this time.

Limitations of Liability

To the fullest extent permitted by law, in no event will FileRun Lda, its affiliates, officers, employees, agents, suppliers or licensors be liable for any damages whatsoever, including - but not restricted to - lost revenue or profits or other direct, indirect, special, incidental or consequential damages, even if they have been advised of the possibility of such damages.

No Warranty

The Software and this license document are provided AS IS with NO WARRANTY OF ANY KIND, INCLUDING THE WARRANTY OF DESIGN, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Data Privacy

The Customer retains full ownership to the data managed with the use of the Software. These Terms do not grant FileRun Lda any rights to the Customer's data or intellectual property. FileRun Lda will not share your data with others,

including law enforcement, for any purpose, unless the Customer directs FileRun Lda to do so.

The Software provides features that allow the Customer to share data with others or to make it public. The Customer should consider carefully what he chooses to share or make public. FileRun Lda has no responsibility for what other people might do with the Customer's data. The Customer is the solely responsible for his conduct, the content of his files and folders, and the communications with others while using the Software.

The Customer, and not FileRun Lda, is responsible for maintaining and protecting all of your data.

Termination of License

Any violation against this license or its intended meaning will result in the immediate termination of this license and all rights given to the Customer. The Customer shall stop using the Software, remove the Software installation from his computer, and permanently erase all copies of the Software.