

End-User License Agreement (EULA) for KeySuite

Important – read carefully

This End-User License Agreement ("Agreement") is a legally binding agreement between the End-User ("Licensee" or "You" – either an individual or a single entity) and KeySuite ("Licensor" or "We") for the use of the KeySuite software and any associated proprietary libraries, collectively referred to as the "Licensed Materials" or "Software". By installing, accessing, or using the Licensed Materials, you agree to be bound by the terms of this Agreement. If you do not agree with all the terms and conditions stated in this Agreement, do not install, access, or use the Licensed Materials. Your acceptance of this agreement is required as a condition to continuing with the installation.

1. GRANT OF LICENSE

1.1 Nature of Licensed Materials. The Licensed Materials include the KeySuite software, app, content and proprietary libraries, such as pictures, icons, maps, templates, and related transformations.

1.2 License Grant. Licensor hereby grants you a limited, non-exclusive, non-transferable, non-sublicenseable right to use the Licensed Materials solely in accordance with the terms and conditions of this Agreement. The end-user agrees not to use the Licensed Materials for any purpose that is competitive to KeySuite, including but not limited to reverse-engineering, copying, or extracting its features, functionality, or content. This license does not grant the end-user any rights to the software's source code or to use the software beyond the scope expressly granted herein.

1.3 Ownership. Licensor retains ownership of all intellectual property rights in the Licensed Materials. This Agreement does not transfer ownership of any copyright, trademarks, or service marks to you.

2. TERM, FEES, AND RENEWAL

2.1 Agreement Term. This Agreement is effective from the Effective Date and remains in effect for a duration of two (2) years, unless specified otherwise in a commercial agreement.

2.2 Fees and Payment. You shall pay Licensor the agreed-upon fee for the Licensed Materials. Payment is due up-front in order to activate a license key. This requirement does not nullify the option to engage in a trial period, as detailed further below.

2.3 Money-back Guarantee. You retain the privilege to terminate this Agreement within 7 days from the Effective Date and be entitled to a reimbursement of the agreed-upon fees for the present term, subtracting a service fee. The determination of the service charge rests within the discretion of KeySuite.

2.4 Notice of Price Increases. In the event of a price increase, Licensor shall provide you with new prices no less than fifteen (15) days prior to a change in price.

2.5 Termination for Breach. Either party reserves the right to terminate this Agreement in the event of a substantial breach of its obligations by the other party. If Licensor initiates the termination due to a breach, you shall be eligible for a prorated fee reimbursement, subject to a service fee deduction. Upon the termination of this Agreement for any reason, you are required to immediately discontinue all utilisation of the Licensed Materials.

2.6 Renewal. This Agreement shall experience automatic renewal for consecutive month-to-month periods (or year-to-year periods) following the current agreement, unless either party delivers written notice of termination with a minimum of fourteen (14) days before the current term concludes. Furthermore, you retain the ability to cancel the agreement in response to any amendments in pricing.

2.7 Termination. This EULA is effective until terminated by either you or KeySuite. You may terminate this EULA at any time by ceasing all use of the software and deleting all copies thereof. KeySuite may terminate this EULA with immediate effect without notice if you breach any provision of this EULA. Upon termination, you must immediately cease all use of the software and destroy all copies of the software in your possession or control.

3. DELIVERY AND INSTALLATION

3.1 Delivery. Licensor will make the Licensed Materials available electronically.

3.2 Installation. Licensee bears the responsibility of verifying the compatibility of the Licensed Materials with their systems. To facilitate this, a trial option is provided, allowing compatibility testing without exposing Licensee to the risk of incompatibility with the acquired Software.

4. AUTHORISED USERS AND USES

4.1 Authorised Users. Authorised Users encompass you (either an individual or an entity), your employees, interns, apprentices, staff, independent contractors, and on-site patrons, on the condition that the requisite license has been procured.

4.2 Authorised Uses. You and Authorised Users may use the Licensed Materials for purposes including transformation, training, sharing, and citations, subject to restrictions. In the case of a trial version of the software being purchased, the trial will be used with the intent of evaluating the software for purchase over an "Evaluation period", the duration of which is at KeySuite's discretion. On the last day of the Evaluation Period you will, unless you have paid the applicable license fees for an ongoing license to use the Software, immediately cease all use of the Software. It is important to note that no individual or entity is entitled to multiple trials—whether utilising different usernames, details, or any other means—without obtaining prior written permission from KeySuite.

4.3 Authorised Accounts. You are exclusively authorised to install and employ the Software on a solitary computer or workstation (initially designated as a "Designated Computer") within your facilities or premises, unless you have acquired the privilege to utilise multiple copies of the software (referred to as "multiple seats"). Under the default conditions, each user is allocated a unique username and passkey, which must be restricted to a single device. The allowance to use the software on an additional device is contingent upon the acquisition of extra "Seats" within the same account. In such instances, you are granted permission to install and employ the Software on the number of Designated Computers corresponding to the quantity of licenses you have procured, exclusively for your internal business requirements at the specified Site. It is imperative to emphasize that devices lacking proper payment, excluding trial periods, must not be granted access to the software.

5. PERFORMANCE OBLIGATIONS

5.1 Availability. Licensor will make the Licensed Materials available within seven (7) working days of the Effective Date.

5.2 Additional Standards. Licensor commits to reasonable availability, support, updates, and quality of service standards.

5.3 Disclaimer of warranties – trial software. Trial Software is supplied on an "As is" basis, devoid of any form of warranty. KeySuite explicitly renounces all warranties, whether expressed or implied, encompassing but not restricted to warranties of merchantability, suitability for a specific purpose, title, and non-infringement.

5.4 Quality and performance. The entire risk as to the quality and performance of the Software is borne by you. Should the Software prove defective in any respect, you and not KeySuite or its suppliers assume the entire cost of any service and repair. In addition, the security mechanisms implemented by the Software have inherent limitations, and you must determine that the Software sufficiently meets your requirements. You agree that this disclaimer of quality and performance forms an essential part of this Agreement. KeySuite's free trial is offered as a temporary means to assess whether the Software's quality and performance align with the needs of the Licensee.

5.5 Performance warranties – purchased software. KeySuite warrants that within a period of thirty (30) days starting from the Effective Date, the Software, when used as directed, will replicate the functionality experienced during any Trial conducted by you. Nevertheless, KeySuite does not guarantee uninterrupted usage of the Software, nor does it assure that the Software will be devoid of errors or immune to security vulnerabilities. KeySuite does not warrant that your use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure. In addition, the security mechanisms implemented by the Software have inherent limitations, and you must determine that the Software sufficiently meets your requirements. KeySuite's sole liability for any breach of the Performance Warranty shall be, in our sole discretion, to replace the defective Software. It is your obligation to promptly notify KeySuite of any issues that arise during the applicable warranty period and to furnish evidence of the Effective Date, enabling KeySuite to honor the performance warranty.

5.6 Warranty exclusions. The Performance Warranty shall be promptly revoked if any alterations are applied to the Software, if the Software is exposed to accidents, misuse, or inappropriate handling, or if you breach the terms stipulated within this Agreement. Additionally, the Performance Warranty shall not be applicable if the Software is employed on or in combination with hardware or software other than the unaltered versions of hardware and software that were originally intended for use with the Software.

5.7 Disclaimer of warranties – licensed software. The performance warranty is a restricted warranty and constitutes the sole warranty provided by KeySuite or its suppliers. KeySuite completely disavows any and all other warranties, whether expressed or implied, encompassing, but not restricted to, warranties of merchantability, suitability for a specific purpose, title, and non-infringement. No dealer, representative, or employee of KeySuite possesses the authority to alter, extend, or supplement the terms of the performance warranty.

6. DATA PRIVACY AGREEMENT

6.1 Data privacy. KeySuite is committed to protecting the privacy and security of our end-users' data. All personal information collected through the use of the software will be processed in accordance with KeySuite's Privacy Policy. By using this software, you consent to the collection, use, and disclosure of your personal information as outlined in our Privacy Policy and in compliance with the General Data Protection Regulation (GDPR) and other applicable data protection laws.

7. DISPUTE RESOLUTION

7.1 Dispute Resolution. Parties shall resolve disputes promptly and continue performing unaffected obligations.

7.2 Governing Law. This Agreement falls under the jurisdiction of South African law, and the state courts within The Republic of South Africa hold authority. The application of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded. By accepting this Agreement, you hereby provide an irrevocable and unconditional consent to adhere to the sole and exclusive jurisdiction of the courts located in The Republic of South Africa. You also renounce any objection to the selection of venue for any such legal proceedings within the judicial system of The Republic of South Africa, and you agree not to assert or claim in any South African Court that such litigation instituted therein has been initiated in an inconvenient forum or that there exist essential parties to such litigation who are beyond the jurisdiction of the courts in The Republic of South Africa.

7.3 Force Majeure. No party is liable for delays due to conditions beyond its control.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

8.1 Confidentiality. The software, including all related documentation, is proprietary to KeySuite and protected under copyright and other intellectual property laws. The end-user acknowledges KeySuite's exclusive rights in and to the software and agrees to maintain the confidentiality of the software, not disclosing its features, operations, or content to any third party without KeySuite's prior written consent. Unauthorised use, copying, or distribution is prohibited and may result in civil and criminal penalties.

9. MISCELLANEOUS PROVISIONS

9.1 Use of name. KeySuite is granted the authorisation to include your name, trade name and/or company name within KeySuite's customer list, on the condition that the list comprises a minimum of three (3) names, and that your name does not receive greater prominence than any other name on the list.

9.2 Non-disclosure. You recognise that both the Software and Documentation encompass trade secrets or proprietary information belonging to KeySuite or its suppliers. Consequently, you hereby commit that: (a) You shall refrain from revealing the Software or Documentation to any party except for your employees or related parties who necessitate access to the Software and Documentation in order to exercise your rights under this Agreement. Such employees must be bound by a written agreement that upholds the confidentiality of said Software and Documentation, as mandated by this Agreement. (b) You are obligated to safeguard the Software and Documentation, employing the same level of care that you would apply to your own materials possessing comparable nature. This level of care shall not be less than what is considered reasonably appropriate.

9.3 Miscellaneous restrictions.

* You must retain all copyright notices on every instance of the Software.

* Modifying, reverse engineering, decompiling, or disassembling the Software is prohibited.

- * Unauthorised copying, reverse engineering, modification, or creation of derivative works from the Licensed Materials, including KeySuite user software, is not allowed.
- * Renting, leasing, or lending the Software is prohibited.
- * Granting access to the Software to others is not permitted.
- * The copying of the Software or Documentation is restricted to one archival or backup copy. All archival and backup copies must adhere to the terms of this Agreement, and they must include all titles, trademarks, and copyright and restricted rights notices present in the original.

9.4 Assignment. You may not assign this Agreement without KeySuite's prior written consent and any such purported assignment or transfer shall be void and without effect.

9.5 License keys. You recognise that the Software incorporates "license keys" that facilitate KeySuite in enforcing specific limitations associated with your utilisation of the Software (e.g. license duration, maximum number of virtual users, and concurrent user access thresholds). Additionally, you acknowledge that these "license keys" may be employed to uphold the aforementioned license constraints.

9.6 Limitation of liability. To the furthest extent allowed by applicable law, under no circumstances shall KeySuite or its suppliers be held liable (whether arising from negligence, contract, tort, warranty, or any other basis) for any consequential, incidental, indirect, special, punitive, or other similar damages (including, but not limited to, damages for bodily injury, property damage, loss of profits, business interruption, loss of business information, loss of privacy, failure to meet duties of good faith or reasonable care, negligence, and monetary losses) arising from or linked to the use of, or inability to use, the software—even if KeySuite or any supplier has been advised of the likelihood of such damages. This exclusion of damages remains effective even if any remedy falls short of its intended purpose. Moreover, KeySuite will not be liable (whether stemming from negligence, contract, tort, warranty, or any other basis) for damages that surpass the amount KeySuite received from you for a software license. This liability limitation applies even if KeySuite had been informed of the potential for such damages, or in relation to any claims made by third parties.

9.7 Entire Agreement. This Agreement supersedes prior agreements and communications.

9.8 Amendment. Amendments require written agreement signed by authorised representatives.

9.9 Severability. Invalid provisions don't affect the validity of remaining ones.

9.10 Survivability. Certain sections survive termination.

9.11 Modifications. KeySuite reserves the right, at its sole discretion, to modify or amend this EULA at any time. Any such modifications will be effective immediately upon posting the revised EULA or notifying users. Your continued use of the Licensed Materials after any such changes constitutes your acceptance of the new terms. If you do not agree to the amended terms, you must stop using the software and uninstall all copies.

10. EFFECTIVE DATE

This Agreement is effective from the Effective Date, when the Licensed Materials are made available by Licensor to you.

By continuing below, You acknowledge and agree to the terms of this End-User License Agreement.

Should you have any questions, or if You desire to contact KeySuite for any reason, please contact KeySuite at info@thekeysuite.com