



## **Agnosys**

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## **EasyLAPS**

### **END-USER LICENSE AGREEMENT**

#### **IMPORTANT: PLEASE READ THIS DOCUMENT IN ITS ENTIRETY**

This End-User License Agreement (hereinafter, "Agreement") creates a legally binding Agreement between you, as an end user of our services (hereinafter, "End User") the following company: Agnosys (hereinafter, "Company"), and the following author: Franck Sartori (hereinafter, "Author"). You will be referred to through second-person pronouns such as "your" and "yours." We, the Company, will be referred to with pronouns such as "us," "our," and "ours." Collectively, you, the Company and the Author may be referred to as the "Parties" and individually as "Party."

This license governs the use of all of our software products (hereinafter, "Software"), specifically:

EasyLAPS is a tool designed to regularly rotate the local administrator account password of a Mac and store it in a Mobile Device Management (MDM) solution.

By accessing, downloading, installing, or otherwise using our Software in any way, you agree to be bound by this Agreement in its entirety. If you do not agree, you must cease use of the Software immediately.

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#### **LICENSE FEE:**

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Additional terms may be applicable to the Parties' relationship with each other, such as the Company Terms & Conditions or Terms of Use, the Company Privacy Policy, and any other such written agreements governing your relationship with us. Nothing contained herein is intended to restrict the terms of any other written agreement. Instead, all relevant documents shall be construed as broadly as possible.

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You agree that the **Company website and all services** provided by the Company are the property of the Company, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all right, title and interest in and to the Company IP and that you will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Company.

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- III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- IV) To perpetrate any fraud;
- V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- VI) To publish or distribute any obscene or defamatory material;
- VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- VIII) To unlawfully gather information about others.

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You agree not to undertake any of the following actions:

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This License includes Software maintenance and support. Please contact the Company for assistance.

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You agree to defend and indemnify the Company and any of its affiliates (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Software, your breach of this Agreement, or your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

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You are strictly prohibited from using the Software or any of the Company's services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

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## **LIMITATION ON LIABILITY:**

The Company is not liable for any damages that may occur to you as a result of your use of the Software, to the fullest extent permitted by law. The maximum liability of the Company arising from or relating to this Agreement is limited to the greater of two hundred and ninety (290) Euros or the amount you paid to the Company for the latest license key that the Company provided to you. This section applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

## **DISPUTE RESOLUTION & GOVERNING LAW:**

All disputes will be resolved as provided for in the Terms & Conditions or Terms of Service. Should Company not have a live version of any Terms document or any other provisions in any user-facing document covering dispute resolution and governing law, the laws of France shall govern any matter or dispute relating to or arising from this EULA or the Company's relationship with End User.

## **ASSIGNMENT:**

This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

## **HEADINGS FOR CONVENIENCE ONLY:**

Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

## **NO AGENCY, PARTNERSHIP OR JOINT VENTURE:**

No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

**FORCE MAJEURE:**

The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

**ELECTRONIC COMMUNICATIONS PERMITTED:**

Electronic communications are permitted to both Parties under this Agreement. For any questions or concerns, please email us at the following address: [contact@agnosys.fr](mailto:contact@agnosys.fr).