Banana Scrum Pro
End User License Agreement

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1. This license shall begin on the date when VENDOR provides the LICENSEE with the license key for the SOFTWARE and continue for 1 (one) year or for the term specified in the said license key.

2. The term of this agreement will automatically renew for successive terms thereafter at the fee mentioned below, subject to earlier termination by either VENDOR or LICENSEE in accordance with this agreement and subject to payment of applicable license fee.

3. One month before the expiration of the license key the VENDOR will notify the LICENSEE of the need to renew the license for another term.

4. If the price of renewal will change with respect to the price specified in this agreement the VENDOR will notify the LICENSEE no later than one month before the expiration of the current license term.

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1. The license fee for the first calendar year is 2200 EUR.

2. The license fee for each subsequent year (renewal) is 1600 EUR.

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4. License fees can be changed by the VENDOR at any time. Such changes will not apply to licenses already purchased or ordered prior to the time of change. VENDOR must notify LICENSEE of any changes of fees or fee structure no later than one month before the expiration of the current license term.

§5. Maintenance and customer support

1. VENDOR will provide Maintenance and Support to all LICENSEES in accordance with the applicable terms of this section, subject to the LICENSEE having paid and continuing to pay the applicable license fees.

2. For such Maintenance and Support, VENDOR will make reasonable efforts to resolve all issues related to malfunctions or errors resident in the Product. Issues that are deemed critical (defined as making SOFTWARE inaccessible and completely unusable) will be addressed first and before any other issues and requests.

3. VENDOR will not be responsible for errors or malfunctions caused by any of the following:

   1. use of the product on unsupported platforms (such as browser, OS or database),

   2. malfunctions caused by issues outside of VENDOR'S control, including (without limitation) network and file system permissions, network topology or MACHINE capacity,

   3. malfunctions and other problems – especially data loss – caused by hardware failure and/or LICENSEE's failure to make regular backups of the SOFTWARE's database,

   4. use of the SOFTWARE other than in accordance with this Agreement,

   5. any repair, adjustment, alteration, or modification of the SOFTWARE without VENDOR'S prior written consent (the availability of macros, macro development capabilities, plugins, APIs and certain SOFTWARE source code shall not be deemed to be VENODR'S consent to any repair, adjustment, alteration or modification of the SOFTWARE for any purposes),

   6. third-party applications or components, unless such applications or components are delivered as part of the SOFTWARE.

      If when diagnosing a reported problem VENDOR will detect any of the issues mentioned above VENDOR will inform the LICENSEE about them and suggest potential remedies, however VENDOR will not fix such issues.

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6. VENDOR does not guarantee that any enhancement or idea submitted to VENDOR by the LICENSEE will be ever included in the SOFTWARE. However, if such an idea or enhancement is included in the SOFTWARE it will be released as part of a new version of the SOFTWARE to all LICENSEES.

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1. This Agreement shall terminate automatically if LICENSEE fails to comply with the limitations described in this agreement. No notice shall be required to effectuate such termination. Upon termination, LICENSEE must remove and destroy all copies of the SOFTWARE. In the event of cancellation or termination of this agreement, no pro-rata refunds will be made with the exception of discontinuance of support for the SOFTWARE by the VENDOR as outlined in §5.

§13. Other provisions

1. In the event of invalidity of any provision of this agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this agreement.
2. This agreement will be governed by the laws of the Republic of Poland and applicable European Union laws and international treaties.
3. This is the entire agreement between the parties regarding the SOFTWARE, which supersedes any prior agreement, whether written or oral, and all other communications between VENDOR and LICENSEE relating to the subject matter of this agreement.
4. All rights not expressly granted in this agreement are reserved by VENDOR.
5. This agreement may only be enforced by the parties hereto and their respective successors and assigns and there are no third-party beneficiaries to this agreement.
6. This Agreement can only be modified by mutual written assent of the parties.

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