**MOBAXTERM END USER LICENSE AGREEMENT**  
Version dated May 25, 2018

By downloading, installing, using or copying MobaXterm Home Edition software package, you accept and agree to be bound by the terms of the Mobatek Home Edition end user license agreement (section 1.a).

By downloading, installing, using or copying MobaXterm Professional Edition software package, you accept and agree to be bound by the terms of the Mobatek Professional Edition end user license agreement (section 1.b).

MobaXterm software makes use of third-party components which are distributed under their own licenses (section 2) and embeds an X server which is distributed under its own license (section 3).

**Section 1.a. MobaXterm Home Edition end-user license agreement**  
  
  
This section applies to MOBAXTERM HOME EDITION software except for third-party libraries, programs, or components which are identified hereunder and in the About section of MobaXterm Home Edition and which are distributed under their own license.  
  
All of the items relating to this End User License Agreement (in particular software, source code, applications, etc.) remain the sole property of MOBATEK. The Licensee will not acquire any other right for these items other than those which are expressly granted to it in these Terms of Use.   
  
  
**1. Definitions**   
  
- "Mobatek" means MOBATEK SARL, a French corporation, registered under number 502869258 - 15 chemin de la Crabe - 31300 TOULOUSE - FRANCE  
  
- "Computer" means a computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.  
  
- "Software" means (a) all the information with which this agreement is provided, including but not limited to (i) MOBATEK or third party software files in its Object Code and/or Source Code form and other computer information; (ii) related explanatory written materials and files ("Documentation"); and (iii) any modified versions and copies of, and upgrades, updates and additions to, such information, provided to you by MOBATEK, to the extent not provided under a separate agreement.  
  
- "Source Code": means all the Software's instructions and program lines to which access is required so as to modify or audit the Software.  
  
- "Object Code": means the binary files originating from the compilation of the Source Code.  
  
- "Executable code": means the files in a form that can be run in the computer.  
  
- "Licensee": means the Software user(s) having accepted the Agreement.  
  
- "Module": means a set of sources files including their documentation that enables supplementary functions or services in addition to those offered by the Software.  
  
  
**2. Purpose**   
  
The purpose of the Agreement is the grant by the Licensor to the Licensee of a non-exclusive, transferable and worldwide license for the Software as set forth in Article 5 hereinafter for the whole term of the protection granted by the rights over said Software.  
  
  
**3. Acceptance**   
  
The Licensee shall be deemed as having accepted the terms and conditions of this Agreement upon the occurrence of the first of the following events:   
(i) loading the Software by any or all means, notably, by downloading from a remote server, or by loading from a physical medium;   
(ii) the first time the Licensee exercises any of the rights granted hereunder.   
One copy of the Agreement, containing a notice relating to the characteristics of the Software, to the limited warranty, and to the fact that its use is restricted has been provided to the Licensee prior to its acceptance as set forth hereinabove, and the Licensee hereby acknowledges that it has read and understood it.   
  
  
**4. Effective date and term**   
  
**4.1 Effective date**   
The Agreement shall become effective on the date when it is accepted by the Licensee as set forth in Article 3.   
  
**4.2 Term**   
The Agreement shall remain in force for the entire legal term of protection of the economic rights over the Software.   
  
  
**5. Scope of rights granted**   
  
The Licensor hereby grants to the Licensee, who accepts, the following rights over the Software for any or all use, and for the term of the Agreement, on the basis of the terms and conditions set forth hereinafter.  
  
**5.1 Right of use**   
  
The Licensee is authorized to use the Software, without any limitation as to its fields of application, with it being hereinafter specified that this comprises:  
-Permanent or temporary reproduction of all of the Software by any or all means and in any or all form.   
-Loading, displaying, running, or storing the Software on any or all medium.   
-Entitlement to observe, study or test its operation so as to determine the ideas and principles behind any or all constituent elements of said Software.   
This shall apply when the Licensee carries out any or all loading, displaying, running, transmission or storage operation as regards the Software that it is entitled to carry out hereunder.  
Individual end-user is allowed to download (only from MobaXterm website: <https://mobaxterm.mobatek.net>) and to use MobaXterm Home Edition in a commercial or company environment. However, software installation must be performed by the end-user himself: the user who uses MobaXterm Home Edition inside a company must be the same person who downloaded the software and installed it. It is therefore not allowed to redistribute or deploy MobaXterm Home Edition inside a company. It is also not allowed for multiple users to use a single shared installation of MobaXterm Home Edition in a company, whether at the same time or not. These usages are covered by MobaXterm Professional Edition.  
  
**5.2 Right of distribution**   
  
MOBATEK grants to the Licensee the right to distribute the Software that includes the right to publish, transmit and communicate the Software to the general public on any or all medium, and by any or all means, but only free of charge, one or more copies of the Software by any means.   
The Licensee is only authorized to distribute copies of unmodified version of the Software to third parties according to the terms and conditions set forth hereinafter. The Licensee is not allowed to make any modification on the Software and to share a modified version of the Software.   
The Licensee is authorized to distribute true copies of the Software in Executable Code form, provided that said distribution complies with all the provisions of the Agreement and is accompanied by:   
- a copy of the Agreement,   
- a notice relating to the limitation of both the Licensor's warranty and liability as set forth in Articles 8 and 9.  
  
**5.3. Distribution of external modules**   
When the Licensee has developed an external Module, the terms and conditions of this Agreement do not apply to said external Module, that may be distributed under a separate license agreement.  
  
  
**6. Intellectual property**   
  
**6.1. Intellectual Property Ownership**   
MOBATEK owns the economic rights over the Software. Any or all use of the Software is subject to compliance with the terms and conditions under which MOBATEK has elected to distribute its work and no one shall be entitled to modify the terms and conditions for the distribution of said Software.  
The Licensee undertakes that the Software will remain ruled at least by this Agreement, for the duration set forth in Article 4.2.  
  
**6.2. Restrictions**   
MOBATEK reserves itself the right to furnish any interoperability services or source code of the Software, but these items remain under this license.  
The Licensee may not rent, lease, sell, his rights in the Software.  
  
**6.3 Over the external modules**   
The Licensee who develops an external Module is the owner of the intellectual property rights over this External Module as defined by applicable law and is free to choose the type of agreement that shall govern its distribution.  
  
**6.4 Joint provisions**   
The Licensee expressly undertakes:  
- Not to remove, or modify, in any manner, the intellectual property notices attached to the Software;   
- To reproduce said notices, in an identical manner, in the copies of the Software.   
The Licensee undertakes not to directly or indirectly infringe the intellectual property rights of MOBATEK on the Software and to take, where applicable, vis-à-vis its staff, any and all measures required to ensure respect of said intellectual property rights of MOBATEK  
  
  
**7. Related services**   
  
Under no circumstances shall the Agreement oblige MOBATEK to provide technical assistance or maintenance services for the Software.   
  
  
**8. Liability**   
  
The Licensor's liability is limited to the commitments made under this Agreement and shall not be incurred as a result of in particular: (i) loss due the Licensee's total or partial failure to fulfill its obligations, (ii) direct or consequential loss that is suffered by the Licensee due to the use or performance of the Software, and (iii) more generally, any consequential loss.  
  
In particular the Parties expressly agree that any or all pecuniary or business loss (i.e. loss of data, loss of profits, operating loss, loss of customers or orders, opportunity cost, any disturbance to business activities) or any or all legal proceedings instituted against the Licensee by a third party, shall constitute consequential loss and shall not provide entitlement to any or all compensation from MOBATEK.  
  
  
**9. Warranty**   
  
**9.1** The Licensee acknowledges that the scientific and technical state-of-the-art when the Software was distributed did not enable all possible uses to be tested and verified, nor for the presence of possible defects to be detected.   
In this respect, the Licensee's attention has been drawn to the risks associated with loading, using, and reproducing the Software which are reserved for experienced users.  
The Licensee shall be responsible for verifying, by any or all means, the suitability of the product for its requirements, its good working order, and for ensuring that it shall not cause damage to either persons or properties.  
  
**9.2** The Licensor hereby represents, in good faith, that it is entitled to grant all the rights over the Software (including in particular the rights set forth in Article 5).  
  
**9.3** The Licensee acknowledges that the Software is supplied "as is" by the Licensor without any other express or tacit warranty, other than that provided for in Article 9.2 and, in particular, without any warranty as to its commercial value, its secured, safe, innovative or relevant nature.  
  
Specifically, the Licensor does not warrant that the Software is free from any error, that it will operate without interruption, that it will be compatible with the Licensee's own equipment and software configuration, nor that it will meet the Licensee's requirements.  
  
**9.4** The Licensor does not either expressly or tacitly warrant that the Software does not infringe any third party intellectual property right relating to a patent, software or any other property right.  
  
Therefore, MOBATEK disclaims any and all liability towards the Licensee arising out of any or all proceedings for infringement that may be instituted in respect of the use and redistribution of the Software.  
  
MOBATEK disclaims any and all liability as regards the Licensee's use of the name of the Software. No warranty is given as regards the existence of prior rights over the name of the Software or as regards the existence of a trademark.  
  
  
**10. Termination**  
  
**10.1** In the event of a breach by the Licensee of its obligations hereunder, the Licensor may automatically terminate this Agreement thirty (30) days after notice has been sent to the Licensee and has remained ineffective.  
  
**10.2** A Licensee whose Agreement is terminated shall no longer be authorized to use or distribute the Software. However, any licenses that it may have granted prior to termination of the Agreement shall remain valid subject to their having been granted in compliance with the terms and conditions hereof.  
  
  
**11. Enforceability**  
  
This License applies to any use of the MOBATEK Software Home Edition.  
  
By downloading, installing, using and redistributing a MOBATEK Software you acknowledge and accept this End User License agreement.  
  
No specific condition may prevail over this End User License agreement it has been previously and expressly accepted by MOBATEK.  
  
Any contrary condition required by the Customer will not apply if it is not expressly accepted by MOBATEK, irrespective of when it shall have been informed of such condition.  
  
No failure by MOBATEK to avail itself at any given time of any one of this End User License agreement will constitute a waiver of such terms in the future.  
  
  
**12. Miscellaneous**  
  
The contract, which is constituted by all of the contractual documents, sets out all of the parties' obligations relating to its subject matter.  
  
The fact for one of the parties to tolerate a situation does not cause the granting to the other party of acquired rights; such a tolerance cannot be interpreted as a waiver of future exercise of the rights concerned.  
  
If one or more provisions hereof were to be held not to be valid or declared as such pursuant to a law, regulation, or following a final decision of a court of jurisdiction, the other provisions will remain in full force and effect.  
  
  
**13. Governing Law**  
  
These Terms of Use as well as the sales and services that they govern are governed by French law. This applies to both the substantive law and the procedural law, whatever the location of access and use of the Services.  
  
  
**14. Disputes**  
  
In the event of a dispute occurring in connection with these Terms of Use or the sales and services that they govern, whether concerning their interpretation or than their performance, and potentially after an attempt to reach a friendly resolution, exclusive jurisdiction is granted to the courts of jurisdiction within the competence of the Court of Appeal of Toulouse - FRANCE, notwithstanding plurality of defendants or a claim for an indemnity, or even for emergency procedures or precautionary measures, and enforcement procedures.

**Section 1.b. MobaXterm Professional Edition end-user license agreement**  
  
  
This section applies to MOBAXTERM PROFESSIONAL EDITION software except for third-party libraries, programs, or components which are identified hereunder and in the in the About section of MobaXterm Professional Edition and which are distributed under their own license.  
  
All of the items relating to this End User License Agreement (in particular software, source code, applications, etc.) remain the sole property of MOBATEK. The Licensee will not acquire any other right for these items other than those which are expressly granted to it in these Terms of Use.

1. **FIELD OF APPLICATION**

The present END USER LICENSE AGREEMENT (the "**General Conditions**") define the conditions under which the company MOBATEK, a limited liability company with a capital of € 3.000 whose registered office is located at 15 chemin de la Crabe, 31300 Toulouse - FRANCE, registered with the Trade and Companies Register of Toulouse under no. 502.869.258 ("**MOBATEK**"), will grant the Customer (collectively the "**Parties**") a License or several Licenses to the Software and will provide the relevant Update.

These General Conditions shall apply automatically and in full to any License and Update Order made on the Website and shall prevail over any purchase conditions of the Customer which are unenforceable on MOBATEK.

2. **DEFINITIONS**

Under these General Conditions, the terms listed hereinafter shall have the following meanings:

**Customer:** means any physical or legal person, acting as Consumer or not, who has placed an Order.

**Order:** means the Customer's acquisition of one or more Licenses to the Software and/or the associated Update from MOBATEK.

**Consumer:** means any physical person who acts for purposes which are not within the scope of his/her commercial, industrial, craft, liberal or agricultural activity.

**Personal Data:** means any information related to an identified or identifiable physical person.

**Customer Area:** means the interface reserved for Customers and accessible to the latter by means of the access codes provided by MOBATEK during the Order Confirmation, in order to enable them to access the page containing the download link as well as the Software License key.

**Force Majeure:** means an event beyond the control of a party which could not be reasonably foreseen by the latter at the time of the conclusion of the present agreement and the effects of which cannot be avoided by appropriate measures, including in particular blockage, disruption, congestion of telecommunication networks, poor quality of electricity, natural disasters, lightning, flooding, extreme weather, acts of terrorism, fire, explosions, earthquakes, war, insurrections or disturbances of public order, strikes and labor disputes of any kind, acts or decisions of the government or other relevant regulatory authorities, or compliance with them.

**License:** means the license to use the Software granted by MOBATEK to the Customer.

**Software:** means the "MobaXterm Professional Edition" software published by MOBATEK.

**Update:** means the corrective and upgrading update service for the Software provided by MOBATEK to the Customer within the framework of an Order.

**Website:** means the website operated by MOBATEK accessible at the address *<mobatek.net>*, as well as its sub-domains *<mobaxterm.mobatek.net>*, *<download.mobatek.net>*, *<blog.mobatek.net>* and *<ccc.mobatek.net>*.

3. **SOFTWARE LICENSE CONDITIONS**

3.1. **Description of the Software**

The Software includes many features that allow the user to access and manage remote computing environments within a single application running on a Windows operating system.

In particular, the Software allows its user, via a tabbed terminal:

- to remotely manage several distance sessions (SSH, RDP, VNC, XDMCP, FTP, SFTP, etc.);

- to have an X server, and various network tools (packet manager, port analysis, SSH tunnel, etc.);

- to remotely control computers running Unix and Windows operating systems.

Detailed specifications of the Software and its features are presented on the Website.

While ensuring the greatest care and accuracy in the information posted online relating to the Software, MOBATEK shall not be held liable in the event of non-substantial errors contained in said information, which the Customer acknowledges and accepts.

Customers further recognize having received from MOBATEK sufficient information to ensure the compatibility of the Software with their equipment (hardware, configurations, etc.) and the suitability of its features to their needs as determined by themselves. MOBATEK will not be held responsible in the event of incompatibility of the Software with the equipment and/or the needs of the Customer, which the Customer acknowledges and accepts.

3.2. **Conditions of use**

The License is granted per-user (physical person) and not per-computer.

The Customer is therefore obliged to purchase a number of Licenses equal to the number of end users (physical persons) who are required to use them, even in the case of non-simultaneous use.

Consequently, and by way of example:

- The Customer is authorized to purchase a single License to use the Software when used by a single end user, even if it is installed on three different computers.

- The Customer must purchase fifty Licenses to use the Software if it is used by fifty end users, even if installed on a single computer.

3.3. **License duration**

MOBATEK grants the Customer an irrevocable right to use the purchased Software version, even if the Customer does not renew the Update service at maturity.

3.4. **Intellectual property**

The Software and each of its components (such as its structure, organization and source codes) and its documentation available on the Website are protected worldwide by the intellectual property rights and personality rights in force or any other law, and are, unless otherwise stated, the exclusive property of MOBATEK or are used with the authorization of their holder or under a License agreement.

Nothing in this License shall be construed as expressly or implicitly conferring any intellectual property rights of any kind with respect to the Software, its components and/or its content.

3.5. **Updates**

Pursuant to Article 4 General Conditions herein, MOBATEK may release new versions of the Software in order to improve it, remove or add new features or resolve bugs from earlier versions.

Any new version of the Software will replace the previous version and remains subject to this License, as well as to these General Conditions.

3.6. **Verification**

MOBATEK is entitled to verify at any time that the Customer complies with this License.

As a result, Customers (company or physical person) who have placed their Order as a corporation agree to:

- implement internal procedures to prohibit any copy, distribution or unauthorized use of the Software;

- keep a folder describing the installed, copied or used Software;

- provide to MOBATEK, at its request, a written certification of the versions and the number of installed Software;

- allow a MOBATEK representative or an independent auditor to inspect and audit the Customer's computers and the above-mentioned record, during normal business hours, and on reasonable notice of ten (10) days, to verify that the use of the Software complies with the provisions of this License.

In the event that an audit reveals that the audited Customer installs or uses (or has at any time installed or used) the Software for a greater number than the Software purchased, MOBATEK shall be entitled to invoice the Customer for the supplementary Licenses at a price equal to three (3) times the normal price of the License.

3.7. **Third-party components and plugins**

The Customer acknowledges and agrees that the Software uses the following third-party components that are distributed under their own Licenses:

- Jedi VCL (<*http://jvcl.delphi-jedi.org*>, <*<http://jvcl.sourceforge.net/>:// <http://jvcl.sourceforge.net/>jvcl <http://jvcl.sourceforge.net/><http://jvcl.sourceforge.net/>sourceforge <http://jvcl.sourceforge.net/><http://jvcl.sourceforge.net/>net <http://jvcl.sourceforge.net/>*>), under License MPL v1.1,

- Graphics32 (<*http://graphics32.org*>) under License MPL <https://mobaxterm.mobatek.net/License-MPL11.txt><https://mobaxterm.mobatek.net/License-MPL11.txt><https://mobaxterm.mobatek.net/License-MPL11.txt>1.1 <https://mobaxterm.mobatek.net/License-MPL11.txt>,

- DCPCrypt (<*http://www.cityinthesky.co.uk/*>) under License MIT,

- Synedit (<*http://sourceforge.net/projects/synedit*>) under License MPL <https://mobaxterm.mobatek.net/License-MPL11.txt><https://mobaxterm.mobatek.net/License-MPL11.txt><https://mobaxterm.mobatek.net/License-MPL11.txt>1.1 <https://mobaxterm.mobatek.net/License-MPL11.txt>,

- LanManager Unit (<*http://www.delphi-jedi.org/*>) under License MPL v1.1,

- MobaFont, based on DejaVu font (<*http://dejavu-fonts.org*>) under License MobaFont,

- FastMM (<*http://fastmm.sourceforge.net*>), under License MPL v1.1,

- TChromeTabs (<*https://github.com/norgepaul/TChromeTabs*>) under License MPL <https://mobaxterm.mobatek.net/License-MPL11.txt><https://mobaxterm.mobatek.net/License-MPL11.txt><https://mobaxterm.mobatek.net/License-MPL11.txt>1.1 <https://mobaxterm.mobatek.net/License-MPL11.txt>,

- Crystal Clear Icons (<*http://www.everaldo.com/crystal*>) under License LGPL <https://mobaxterm.mobatek.net/License-LGPL21.txt><https://mobaxterm.mobatek.net/License-LGPL21.txt><https://mobaxterm.mobatek.net/License-LGPL21.txt>2.1 <https://mobaxterm.mobatek.net/License-LGPL21.txt>,

- Oxygen Icons (<*https://github.com/pasnox/oxygen-icons-png*>) under License LGPL <https://mobaxterm.mobatek.net/License-LGPL21.txt><https://mobaxterm.mobatek.net/License-LGPL21.txt><https://mobaxterm.mobatek.net/License-LGPL21.txt>2.1 <https://mobaxterm.mobatek.net/License-LGPL21.txt>,

- Nuvola Icons (<*http://www.icon-king.com/projects/nuvola/*>) under License LGPL <https://mobaxterm.mobatek.net/License-LGPL21.txt><https://mobaxterm.mobatek.net/License-LGPL21.txt><https://mobaxterm.mobatek.net/License-LGPL21.txt>2.1 <https://mobaxterm.mobatek.net/License-LGPL21.txt>,

- Drag and Drop (<*http://melander.dk/delphi/dragdrop/*>) under License MPL <https://mobaxterm.mobatek.net/License-MPL11.txt><https://mobaxterm.mobatek.net/License-MPL11.txt><https://mobaxterm.mobatek.net/License-MPL11.txt>1.1 <https://mobaxterm.mobatek.net/License-MPL11.txt>,

- MoTTY, based on PuTTY (<*http://www.chiark.greenend.org.uk/~sgtatham/putty/*>) under License ZPL,

- Simon Tatham Puzzle games (<*http://www.chiark.greenend.org.uk/~sgtatham/puzzles/*>) under license MIT,

- Dlfcn-win32 (<*https://github.com/dlfcn-win32/dlfcn-win32*>) under License LGPL v2.1,

- Libwinpthread (<*http://sourceforge.net/projects/msys2*>) under License ZPL,

- Mesa (<*http://www.mesa3d.org*>) under License MIT,

- MinGW-w64-runtime (<*http://mingw-w64.yaxm.org*>) under License Mingw-w64 runtime,

- GCC runtime (<*https://gcc.gnu.org*>) under License GCC runtime library exception,

- MobaX, based on Xorg (<*http://www.x.org*>) under License ZPL.

Some additional plugins may be used to enhance the Software, which are also distributed under their own Licenses, which the Customer recognizes and accepts. These plugins can be consulted at *<mobaxterm.mobatek.net/plugins.html>* or through the MobApt Package Manager available within the Software.

3.8. **Permissions**

3.8.1. Right of analysis

The Customers and/or end users (physical persons) on whose behalf they act, have the right to observe, study or test the functioning of the Software in order to determine the ideas and principles which are the basis of the Software, when performing the loading, display, execution, transmission or storage of the Software.

3.8.2. Right of decompile or disassemble

The Customer and/or end users (physical persons) on whose behalf they are acting are authorized to decompile or disassemble the Software, reproduce the code or translate the form of the Software Code for the sole purpose of making the Software interoperable with other software; the decompile or disassemble of the Software for any other purpose being formally prohibited.

However, before performing any act of decompile or disassemble, the Customer shall inform MOBATEK of his/her intention. MOBATEK will then have a period of fifteen (15) days to confirm its consent according to the intentions of the Customer. The Customer must therefore formally refrain from any act of decompile or disassemble during this period.

3.8.3. Backup copy

The Customer and/or end users (physical persons) on whose behalf he/she is acting, are authorized to each make a single copy of the Software for backup and archiving purposes only and on condition that any copy of such identification mark and any intellectual property rights notice as may appear on the original software will be reproduced on this copy.

3.9. **Restrictions**

Subject to the aforementioned authorizations and the reservations provided for hereinafter, the Customer and/or the end users (physical persons) on whose behalf he/she acts, is/are not authorized and may not authorize third parties to:

- cede the Software without the express prior written consent of MOBATEK;

- use, copy, or transfer the Software except as expressly permitted by this License;

- distribute the software without the prior express consent of MOBATEK;

- rent, lend, sub-License or otherwise deal in the Software;

- translate the Software;

- remove, change, hide any identifying mark or any intellectual property rights or other proprietary notices in the Software;

- modify, adapt, merge, disassemble, decompile the Software in any way.

This list is merely indicative and not exclusive of any act of the Customer and/or end users (physical persons) on whose behalf he/she acts, which could infringe the ownership rights of MOBATEK.

4. **SOFTWARE UPDATE CONDITIONS**

4.1. **Description of the Update service**

MOBATEK provides a Software update service to the Customer

MOBATEK will make available to the Customer any updates to the Software that may be published by MOBATEK, to improve the Software, remove or add new features, or resolve some bugs from earlier releases.

MOBATEK will provide to Customers, on their dedicated page of their Customer Area, an electronic download link and a license key for any new version of the updated Software, identifiable by means of a new identification number; accompanied by a presentation of the new features and functionality of this new version, which will also be presented on the MOBATEK blog accessible at the address *<blog.mobatek.net>.*

MOBATEK reserves the right to accept or reject any modifications of the Software including in the event of an explicitly deferred malfunction. Furthermore, MOBATEK reserves the right to add and the right to remove features of the Software.

4.2. **Duration of the Update service**

The Update service is by default valid for a period of one (1) year from the date of receipt of the Order Confirmation. The Customer can request to have a longer Update service by contacting MOBATEK.

In the sixty (60) days prior to the expiry of the term of the Update service, MOBATEK will send e-mails to the Customer asking if he/she wishes to renew this service for an additional one (1) year.

The e-mail will mention the price of the renewal and the terms of payment.

In the absence of an express renewal of the Update service, it will automatically terminate and the Customer will no longer have access to the page containing the download link as well as the License key of the Software on the Customer Area. The Customer will therefore be required to download the Software and retain his/her License Key in the event of a subsequent installation of the Software upon expiration of the Update service.

5. **Not used**

6. **Not used**

7. **Not used**

8. **PERSONAL DATA**

8.1. **Processing of personal data collected**

To execute the Order, MOBATEK is obliged to collect, via forms, personal data concerning the Customer. If the Customer does not wish to provide the information requested by MOBATEK and marked with an asterisk (\*) as being mandatory, MOBATEK will not be able to process the Customer's Order. MOBATEK commits itself to collect only Personal Data strictly necessary to the execution of an Order and therefore these General Conditions.

The personal information collected shall be subject to computer processing intended for MOBATEK, and are necessary for recording, processing and tracking Orders. These collected Personal Data are treated in accordance with the “loi informatique et liberté" of 6 January 1978 of French law, and with the General Data Protection Regulation (GDRP) 2016/679 of the 27th of April 2016, taking into force on the 25th of May 2018.

Collected Personal Data are deleted after three (3) years from the end of the business relationship. MOBATEK can proceed to an archiving of certain Personal Data to answer legal or regulatory obligations. These Personal Data are deleted when the reasons justifying the conservation is no longer necessary or appropriate.

In accordance with the legislation, the Customer has a right of access, of rectification to personal data concerning him/her. The Customer has also the right of opposition, for legitimate reasons, object to the processing of data concerning him/her when these Personal Data are not essential to the execution of an Order and these General Conditions, and also has a right of his/her Personal Data portability.

The entire Personal Data is stored inside the European Union. MOBATEK will inform the Customer in case of an incident related to the Personal Data.

Any Customer who proves his/her identity may exercise his/her rights of access, modification, deletion or portability of his/her Personal Data, by contacting MOBATEK using the following contact details:

By the contact form: *<mobaxterm.mobatek.net/contact.html>*

By e-mail: contact@mobatek.net

By post: MOBATEK SARL

Personal data

15 chemin de la Crabe

31300 TOULOUSE

FRANCE.

These Personal Data may be disclosed to MOBATEK's third-party technical service providers, involved in the progress of the Order (including the PayPal online payment service provider) who engaged themselves to treat them as per MOBATEK’s instructions, only for the (final) purpose of their task, also guaranteeing their confidentiality, security and conservation.

On the other hand, this information shall in no way be provided to third parties providing non-technical services such as external marketing or advertising companies.

8.2. **Accuracy of information provided**

The Customer undertakes to provide up-to-date, complete and accurate information in the forms provided for this purpose when placing and validating the Order and agrees to update this information as soon as possible after they change, directly from his/her Customer Area or through MOBATEK customer service using the contact details specified in Article 10 of these General Conditions.

MOBATEK shall not be held liable in any way whatsoever if the information provided by the Customer, in particular during Order placement and validation, is inaccurate, incomplete or obsolete and/or does not allow MOBATEK to process his/her Order, and/or leads to a delay in the delivery of the Order Confirmation; which the Customer acknowledges and accepts.

9. **SECURITY AND ACCESSIBILITY**

9.1. **Access codes**

The access codes provided to the Customer by MOBATEK during Order Confirmation are strictly confidential and therefore must not be disclosed to third parties, other than employees or workers who need to know them as end users (physical persons), in accordance with Article 12 herein.

Customers are entirely responsible for their access codes and any activity taking place in their Customer Area. Customers agree to immediately notify MOBATEK of any unauthorized use of their Customer Area or any other breach of Website security that they may have knowledge of.

MOBATEK shall not be held liable for any damage suffered by the Customer as a result of use by any other person of his/her access codes and/or his/her Customer Area, whether or not the Customer has knowledge of this use; which the Customer acknowledges and accepts. The Customer's liability may be incurred if MOBATEK or third parties suffer damage resulting from use by any other person of his/her access codes and/or his/her Customer Area.

MOBATEK reserves the right to change all or part of the Customer's access codes, for technical or security reasons. The Customer will then be informed by e-mail.

9.2. **Accessibility of the Website and the Customer Area**

The right of access and use of the Customer Area is strictly limited to the duration of the current Update service.

However, the Customer acknowledges and agrees that access to his/her Customer Area and therefore to the page containing the download link and license key of the Software:

- may be suspended and removed by MOBATEK under the conditions set out in Article 14 of these General Conditions,

- will be automatically removed by MOBATEK on the expiry date of the Update service, unless renewed under the conditions set out in section 4.1 herein.

The goal of MOBATEK is to provide access to the Website and to the Customer Area twenty-four (24) hours a day, seven (7) days a week (7).

However, access to the Website and the Customer Area may be suspended at any time and without notice, in particular as a result of accidents, breakdowns or paralysis of the network, as well as the necessary maintenance and correction operations for updating and maintaining the Website and the Customer Area; which the Customer acknowledges and accepts.

MOBATEK shall inform the Customer, to the extent possible, of the existence and duration of the suspension. MOBATEK shall endeavor to carry out such maintenance and correction operations at times when the Website is least used; it being specified that impossibility of access to the Customer Area does not interfere in any way with use of the Software.

MOBATEK shall take reasonable security measures to ensure the physical protection of the Website and the Customer Area. The Customer undertakes not to impede access to and the proper functioning of the Website and the Customer Area in any way whatsoever, especially by means of fraudulent computer activities capable of damaging them.

MOBATEK shall not be held liable for any events or damages beyond its control which could arise and which could damage the Customer's computer environment used to access the Website and the Customer Area.

10. **CUSTOMER SERVICE**

In the event of problems with the Order, problems of access to the page containing the Software download link or if the download link provided is not functional, the Customer is invited to contact MOBATEK customer service using the following contact details:

By the contact form: *<mobaxterm.mobatek.net/contact.html>*

By e-mail: contact@mobatek.net

By post: MOBATEK SARL

Customer Service

15 chemin de la Crabe

31300 TOULOUSE FRANCE.

11. **INTELLECTUAL PROPERTY OF THE WEBSITE**

The Website and each of its components (such as texts, photographs, trademarks, logos, illustrations, animations, graphic representations, diagrams, videos, domain names, source codes, etc.) are protected worldwide by the intellectual property rights and personality rights in force or any other law, and are, unless otherwise stated, the exclusive property of MOBATEK or are used with the authorization of their holder or under a License agreement.

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Any other use of all or part of the Website and/or its contents, in any way whatsoever, including by download, reproduction, transmission, representation, distribution, display, dissemination, integration to a derivative work and any copying of this content for other purposes, in particular public and/or commercial purposes or any alteration of the whole or part of the Website are strictly forbidden, save with the express and prior consent of MOBATEK.

Nothing in these General Conditions and, where applicable, in any Special Conditions shall be construed as conferring any License or any other right to the Website, its components and/or its content, either explicitly or implicitly.

12. **CONFIDENTIALITY**

Each of the Parties is obliged:

- to keep confidential any information considered as such that it may receive from the other Party in the execution of these General Conditions (the "**Confidential Information**");

- not disclose the Confidential Information of the other party to any third party, other than employees or agents who need to know them as end-users (physical persons) and, consequently, to undertake to ensure compliance with this commitment by the latter

- to use the Confidential Information of the other party only to exercise its rights and fulfill its obligations under these General Conditions.

13. **GUARANTEE AND LIABILITY**

THE TERMS OF THIS ARTICLE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY REGULATIONS. MOBATEK PROVIDES THE CUSTOMER WITH THE PROTECTION AND ADVANTAGES PROVIDED BY ANY REGULATIONS OR ANY APPLICABLE LEGAL GUARANTEE.

13.1. **Guarantee**

For a period of thirty (30) days from the date of receipt of the Order Confirmation, MOBATEK guarantees the Customer that the Software shall function correctly and be executed in accordance with the documentation provided on the Website*,* when used as directed by MOBATEK.

This warranty shall not apply if the failure of the Software results from failure to comply with the conditions of use prescribed by MOBATEK, modification of the Software and its technical characteristics, abnormal use, viruses, negligence or accident or where the version of the Software used is not the latest version available.

In order to assert its rights under this guarantee, the Customer must explain in detail to MOBATEK the defect found and enclose with his/her request a proof of purchase of the defective Software.

The liability of MOBATEK and Customer's exclusive remedy under this guarantee is limited, at the option of MOBATEK, to:

- replacement of the defective Software (by providing a new download link for the Software in the Customer Area if available), or

- refund of the price paid on the Order for the purchase of the afore-mentioned Software.

Any replaced Software is covered by this warranty for the remaining period of the original warranty.

The Software shall be reimbursed as soon as possible and no later than thirty (30) days after the date on which the right to the guarantee has been exercised. Reimbursement shall be made on the proposal of MOBATEK by payment into the Customer's PayPal account or into the bank account used at the time of payment.

13.2. **Liability**

Any implied guarantee, including any guarantees of merchantability or fitness for a particular use or purpose, is limited by the express guarantees of these General Conditions.

MOBATEK shall in no event be liable to the Customer or any third party for the occurrence of any indirect damage whatsoever resulting from computer viruses and/or related in particular to the use of the Software, the Website or the internet, Customer Area, such as loss of profits, data or information of any kind, uncompleted savings, trouble or action directed against the Customer by a third party, even if MOBATEK has knowledge of the possibility of such damages, which the Customer acknowledges and accepts.

Concerning provision of the Update service, the obligations of MOBATEK are obligations of means, and in no case of result.

In any circumstances, the liability of MOBATEK to the Customer for direct damages (whether these damages have a negligent or contractual cause) may not in any case exceed the amount of the price paid by the Customer for the License giving rise to the action.

Finally, the liability of MOBATEK may under no circumstances be sought for any use of the Software contrary to these General Conditions or any applicable national and international laws and regulations, as well as in case of fraudulent use of the Software by the Customer.

14. **SUSPENSION - TERMINATION**

14.1. **Termination for breach**

In the event of a breach by the Customer of one of his/her contractual obligations as defined in these General Conditions and, where applicable, the Particular Conditions, not repaired within eight (8) days following a written notice of default in question, MOBATEK may automatically terminate the current License(s) and the associated Update service, without any formality, and without prejudice to any damages and interest which MOBATEK may claim.

14.2. **Suspension**

In the event of a breach by the Customer of one of his/her contractual obligations as defined in these General Conditions not repaired within eight (8) days following a written notice of failure in question, MOBATEK may suspend the License(s) in progress and the associated Update service, and in particular block the Customer's access to his/her Customer Area and thus the page containing the Software download link.

MOBATEK may re-initiate access to the License and the Associated Update service subject to full and complete reparation for the breach that gave rise to the suspension.

14.3. **Subsistence**

The expiration or termination of the License or the Update service shall in no way affect the rights or obligations of any party under any provision of these General Conditions by its meaning and context, intended to subsist after such expiration or termination, including in particular by virtue of Articles 3.3, 3.4, 11, 12 and 13.

15. **FORCE MAJEURE**

In case of occurrence of a Force Majeure event, fulfillment of the obligations assigned by the latter shall be automatically suspended, with the party concerned being obliged to inform the other party in writing as soon as possible after the occurrence of the event.

In the event of Force Majeure of more than sixty (60) days, the License or the Update service will automatically terminate without compensation of any kind whatsoever.

16. **GENERAL PROVISIONS**

16.1. **Non-waiver**

The fact of MOBATEK not exercising or enforcing or delaying exercise of any right or provision of these General Conditions shall not constitute a waiver of such right or provision. Any waiver shall be effective only if it is expressed in writing by MOBATEK.

16.2. **Autonomy**

If any of the provisions of these General Conditions are found to be unnecessary or without object and/or void or unenforceable under any legal or regulatory provision or judicial decision that has become final, such provision shall be deemed to be unwritten and interpreted in compliance with the applicable legislation to reflect the initial intentions of MOBATEK, without invalidating the other provisions.

16.3. **Entirety**

These General Conditions and any rules or instructions published online regarding the License and the Software Update shall constitute the entirety of the applicable contractual arrangements between the Customer and MOBATEK.

16.4. **Amendments**

MOBATEK reserves the right to amend the present General Conditions at any time, without notice, and in its sole discretion. In addition, the General Conditions applicable to the Customer will be those in force at the time of Order placement.

16.5. **Cession**

Unless otherwise authorized by MOBATEK, the Customer is expressly forbidden to assign or transmit to any third party, even gratuitously, all or part of the rights and/or obligations that it holds of these General Conditions.

MOBATEK is entitled to assign, transfer or otherwise dispose of its rights and obligations under these General Conditions, in whole or in part, at any time and without notice.

17. **APPLICABLE LAW**

THE PRESENT GENERAL CONDITIONS AS WELL AS PURCHASE AND SALE OPERATIONS RESULTING THEREFROM ARE EXCLUSIVELY REGULATED BY FRENCH LAW, without application of the rules relating to conflicts of laws and this regardless of the country of execution of the Order.

18. **DISPUTES**

18.1. **Complaints**

For any complaint concerning his/her Order, the Customer is invited to contact MOBATEK customer service using the contact details specified in Article 10 of these General Conditions.

18.2. **Mediation**

In the event of a persistent problem that has not been resolved by MOBATEK customer service, Customers having the status of Consumer may have recourse to any competent mediation service which will try, independently, to reconcile the Parties in order to reach an amicable solution.

In accordance with Article 14 of Regulation (EU) No 524/2013, the European Commission has set up an online dispute resolution platform accessible at the following address <*https://webgate.ec.europa.eu/odr/*>, to collect any complaints from Consumers following an online purchase and then forward them to the competent national mediators.

18.3. **Competent courts**

In the absence of an amicable agreement between the Customer and MOBATEK, and for any dispute of whatever nature to which these General Conditions and the resulting purchase and sale transactions give rise, THE PARTIES EXPRESSLY RECOGNIZE THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE REGISTERED OFFICE OF MOBATEK, INCLUDING FOR PREVENTIVE PROCEEDINGS, EMERGENCY PROCEEDINGS, INTERLOCUTORY PROCEEDINGS, INTRODUCTION OF THIRD PARTIES, APPLICATION OR MULTIPLE RESPONDENTS.

**Section 2. Third-party components licenses**  
  
  
This section details licenses for components sourced external to MobaXterm. These licenses allow MobaXterm to be distributed under its own license.

**2.1. Jedi VCL: components package for Delphi**

· **Website**: <http://jvcl.delphi-jedi.org> , <http://jvcl.sourceforge.net>

· **Copyright**: Portions created by Sebastien Buysse are Copyright (C) 2001 Sebastien Buysse. Contributor(s): Michael Beck [mbeck att bigfoot dott com], Peter Thrnqvist, Ivo Bauer

· **License**: MPL v1.1 <https://mobaxterm.mobatek.net/License-MPL11.txt>

· **Source code**: available here <http://download.mobatek.net/sources/>

· **Copyright/license notice**:

The JVCL is licensed under the Mozilla Public Licence ("MPL") version 1.1.  
  
JVCL's implementation of the MPL allows developers to use its code in their applications ("Larger Work") regardless of whether the intended distribution will be in the public domain or as commercial applications, as long as the licence conditions are met. For a more detailed explanation, an annotated version of the MPL is available.

**2.2. Graphics32: component for Delphi**

· **Website**: <http://graphics32.org>

· **Copyright**: For a list of contributors please have a look into the Graphics32.chm file or the Graphics32 HTML documentation.

· **License**: MPL v1.1 <https://mobaxterm.mobatek.net/License-MPL11.txt>

· **Source code**: available here <http://download.mobatek.net/sources/>

**2.3. DCPCrypt: components package for Delphi**

· **Website**: <http://www.cityinthesky.co.uk/>

· **Copyright**: (c) 1999-2003 David Barton

· **License**: MIT <https://mobaxterm.mobatek.net/License-MIT.txt>

· **Source code**: available here <http://download.mobatek.net/sources/>

· **Copyright/license notice**:

DCPcrypt is open source software (released under the MIT license) and as such there is no charge for inclusion in other software. However, I am currently a student and if you are making money from my software I would really appreciate a donation of some sort, whether financial or a license for the software you develop (or if anyone wants to sponsor a Mathematical Modelling (Masters) student for their final year...). Please note THIS IS NOT COMPULSORY IN ANY WAY. See <http://www.cityinthesky.co.uk/cryptography.html> for details on financial donations.

**2.4. SynEdit: components package for Delphi**

· **Website**: <http://sourceforge.net/projects/synedit>

· **Copyright**: (c) 1999 Martin Waldenburg. Unicode translation by Maël Hörz.

· **License**: MPL v1.1 <https://mobaxterm.mobatek.net/License-MPL11.txt>

· **Source code**: available here <http://download.mobatek.net/sources/>

· **Copyright/license notice**:

The Original Code is based on the mwEditSearch.pas file from the mwEdit component suite by Martin Waldenburg and other developers. Portions created by Martin Waldenburg are Copyright 1999 Martin Waldenburg. Unicode translation by Maël Hörz. All Rights Reserved.

**2.5. LM (LanManager Unit): component for Delphi**

· **Website**: <http://www.delphi-jedi.org/>

· **Copyright**: (c) 2000 Petr Vones - (c) 1995-1999 Microsoft Corporation - (c) Project Jedi

· **License**: MPL v1.1 <https://mobaxterm.mobatek.net/License-MPL11.txt>

· **Source code**: available here <http://download.mobatek.net/sources/>

· **Copyright/license notice**:

Portions created by Microsoft are Copyright (C) 1995-1999 Microsoft Corporation. All Rights Reserved.  
  
The original file is: lm.h, released July 2000. The original Pascal code is: LM.pas, released 30 Oct 2000. The initial developer of the Pascal code is Petr Vones (petr.v@mujmail.cz).  
  
Portions created by Petr Vones are Copyright (C) 2000 Petr Vones  
  
Obtained through: Joint Endeavour of Delphi Innovators (Project JEDI). You may retrieve the latest version of this file at the Project JEDI home page, located at <http://delphi-jedi.org>

**2.6. MobaFont: Fixed font based on DejaVu Fonts**

· **DejaVu website**: <http://dejavu-fonts.org>

· **Copyright**: Authors of original work are listed here <http://dejavu-fonts.org/wiki/Authors> - Modified work: MobaFont (c) 2009-2015 Mobatek

· **License**: MobaFont License <https://mobaxterm.mobatek.net/License-MobaFontLicense.txt>

**2.7. FastMM: component for Delphi**

· **Website**: <http://fastmm.sourceforge.net>

· **Copyright**: (c) Professional Software Development / Pierre le Riche

· **License**: MPL v1.1 <https://mobaxterm.mobatek.net/License-MPL11.txt>

· **Source code**: available here <http://download.mobatek.net/sources/>

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**2.8. TChromeTabs: component for Delphi**

· **Website**: <https://github.com/norgepaul/TChromeTabs>

· **Copyright**: (c) Paul Spencer Thornton (paul.thornton@easy-ip.net, <www.easy-ip.net>)

· **License**: MPL v1.1 <https://mobaxterm.mobatek.net/License-MPL11.txt>

· **Source code**: available here <http://download.mobatek.net/sources/>

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Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.  
  
The original code is ChromeTabs.pas, released December 2012.  
  
The initial developer of the original code is Easy-IP AS (Oslo, Norway, <www.easy-ip.net>), written by Paul Spencer Thornton (paul.thornton@easy-ip.net, <www.easy-ip.net>).  
  
Portions created by Easy-IP AS are Copyright (C) 2012 Easy-IP AS. All Rights Reserved.

**2.9. Cystal Clear Icons: Icons package**

· **Website**: <http://www.everaldo.com/crystal>

· **Copyright**: (c) Everaldo Coelho

· **License**: LGPL v2.1 <https://mobaxterm.mobatek.net/License-LGPL21.txt>

**2.10. Oxygen Icons: Icons package**

· **Website**: <https://github.com/pasnox/oxygen-icons-png>

· **Copyright**: (c) The Oxygen Team

· **License**: LGPL v2.1 <https://mobaxterm.mobatek.net/License-LGPL21.txt>

**2.11. Nuvola Icons: Icons package**

· **Website**: <http://www.icon-king.com/projects/nuvola/>

· **Copyright**: (c) David Vignoni

· **License**: LGPL v2.1 <https://mobaxterm.mobatek.net/License-LGPL21.txt>

**2.12. Drag and Drop: components package for Delphi**

· **Website**: <http://melander.dk/delphi/dragdrop/>

· **Copyright**: (c) 1997-2010 Anders Melander

· **License**: MPL v1.1 <https://mobaxterm.mobatek.net/License-MPL11.txt>

· **Source code**: available here <http://download.mobatek.net/sources/>

· **Copyright/license notice**:

From <http://melander.dk/articles/whythelicense/>: If you distribute your software in compiled form, and have used any of my software libraries, you are not required, by me, to publish any source code.  
From <http://melander.dk/delphi/dragdrop/>: The license I'm using allows royalty free, closed source, commercial usage, but you can use the MPL license if you prefer.

**2.13. MoTTY: Embedded terminal and SSH client based on PuTTY by Simon Tatham**

· **Original PuTTY website**: <http://www.chiark.greenend.org.uk/~sgtatham/putty/>

· **Copyright**: Original work: PuTTY (c) 1997-2015 Simon Tatham - Modified work: MoTTY (c) 2015 Mobatek

· **License**: ZPL <https://mobaxterm.mobatek.net/License-MoTTY.txt>

· **Source code**: available here <http://download.mobatek.net/sources/>

**2.14. Simon Tatham Puzzle games: Lightweight games from Simon Tatham**

· **Website**: <http://www.chiark.greenend.org.uk/~sgtatham/puzzles/>

· **Copyright**: (c) 2004-2012 Simon Tatham

· **License**: MIT <https://mobaxterm.mobatek.net/License-MIT.txt>

· **Source code**: available here <http://download.mobatek.net/sources/>

· **Copyright/license notice**:

This game collection is copyright 2004-2012 Simon Tatham (portions copyright Richard Boulton, James Harvey, Mike Pinna, Jonas Kölker, Dariusz Olszewski, Michael Schierl, Lambros Lambrou, Bernd Schmidt, Steffen Bauer, Lennard Sprong and Rogier Goossens). It is all distributed under the MIT licence. This means that you can do pretty much anything you like with the game binaries or the code, except pretending you wrote them yourself, or suing me if anything goes wrong.

**Section 3. Embedded X server**  
  
  
This section details licenses for the embedded X server (MobaX) and its libraries.

**3.1. dlfcn-win32: OpenSource library used in Xorg server**

· **Website**: <https://github.com/dlfcn-win32/dlfcn-win32>

· **Copyright**: Written by Ramiro Polla in 2007. Maintained by Tiancheng "Timothy" Gu from 2013.

· **License**: LGPL v2.1 <https://mobaxterm.mobatek.net/License-LGPL21.txt>

· **Source code**: available here <http://download.mobatek.net/sources/>

· **Copyright/license notice**:

dlfcn-win32 is free software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or (at your option) any later version.  
  
dlfcn-win32 is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Lesser General Public License for more details.

**3.2. libwinpthread: OpenSource library used in Xorg server**

· **Website**: <http://sourceforge.net/projects/msys2>

· **Copyright**: (c) 2009 - 2013 by the mingw-w64 project

· **License**: Libwinpthread license (ZPL) <https://mobaxterm.mobatek.net/License-LibwinpthreadLicense.txt>

**3.3. Mesa: OpenSource library used in Xorg server**

· **Website**: <http://www.mesa3d.org>

· **Copyright**: (c) 1999-2007 Brian Paul All Rights Reserved.

· **License**: MIT <https://mobaxterm.mobatek.net/License-MIT.txt>

· **Source code**: available here <http://download.mobatek.net/sources/>

· **Copyright/license notice**:

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The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.  
  
THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL BRIAN PAUL BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

**3.4. MinGW-w64-runtime: Runtime used for MobaX executable**

· **Website**: <http://mingw-w64.yaxm.org>

· **Copyright**: (c) 2009, 2010, 2011, 2012, 2013 by the mingw-w64 project

· **License**: Mingw-w64 Runtime license <https://mobaxterm.mobatek.net/License-Mingw-w64RuntimeLicense.txt>

**3.5. Gcc runtime: Runtime from OpenSource compiler GCC used in order to port Xorg for Windows**

· **Website**: <https://gcc.gnu.org>

· **Copyright**: (c) 2009 Free Software Foundation, Inc.

· **License**: GCC Runtime Library Exception <https://mobaxterm.mobatek.net/License-GCCRuntimeLibraryException.txt>

**3.6. MobaX: embedded X server (based on "Xorg")**

· **Original Xorg website**: <http://www.x.org>

· **Copyright**: Original work: Xorg: Multiple copyright holders. Check individual author for each library on X.Org foundation website <http://www.x.org> - Modified work: MobaX (c) 2015 Mobatek

· **License**: ZPL <https://mobaxterm.mobatek.net/License-MobaX.txt>

· **Source code**: available here <http://download.mobatek.net/sources/>

**Section 4. CygUtils plugin**  
  
  
If you want to use the CygUtils plugin, please note that most of the tools packaged in this plugin come from the Cygwin project <https://cygwin.com/> and are covered by the GNU GPL, some are public domain, and others have a X11 style license. The Cygwin library (cygwin1.dll file) itself is covered by the GNU Lesser GPL.  
  
To cover the GNU GPL requirements, the basic rule is if you give out any binaries which makes use of some GPL code, you must also make the source available. For the full details, be sure to read the text of the GNU General Public License located into the CygUtils package (open the file with a ZIP archiver).  
  
Each individual program license is available in its corresponding source code package at http://download.mobatek.net/sources/