



# SCHOOL-BASED MANAGEMENT SYSTEM

## END-USER LICENSE AGREEMENT

*By using the School-Based Management (SBM) System, you acknowledge that you have read, understood, and agree to abide by the terms outlined in this End-User License Agreement.*

### Introduction

This End-User License Agreement (EULA) is a legal agreement between you (the “User”), DepEd Tanauan Chapter (the “Organization”), and SolarPH / MARCsystems (the “Developer”) for the use of the School-Based Management System (the “Application”). This EULA is exclusive to the Organization and is not transferable to any other entity or individual.

### Grant of License

The developer grants you a limited, non-exclusive, non-transferable license to access and use the application for its intended purposes within your organization only, subject to the terms and conditions outlined in this EULA.

- **Limited:** This license is limited in scope, meaning it only allows you to use the Application for the specific purposes outlined in this EULA. It does not grant you any ownership rights or permissions beyond what is explicitly stated.
- **Non-Exclusive:** This license is non-exclusive, meaning the developer can grant similar licenses to other users within your organization.
- **Non-Transferable:** This license is non-transferable, meaning you cannot transfer, assign, or sublicense your rights to use the application to any other person or entity outside your organization. This license is granted solely to you and cannot be shared or transferred.

### User Responsibilities

You agree to comply with the terms outlined in this EULA, as well as the User Responsibilities section from the Terms of Service.

### Prohibited Activities

Users are prohibited from engaging in activities such as unauthorized access, data tampering, malicious activities, privacy violations, illegal activities, abusive behavior, and impersonation, as outlined in the Prohibited Activities section of the Terms of Service.



## **Intellectual Property**

The application, including its software, design, code, and functionalities, is the intellectual property of the developer, and the logo and concept for the application are the intellectual property of your organization. Users are not permitted to modify, create derivative works, use for commercial purposes, redistribute, reverse engineer, or remove property notices, as outlined in the Intellectual Property section of the Terms of Service.

## **Data Collection and Use**

No personal user details are collected by the application itself. Relevant user information is stored on your organization's specified Google Drive Address. For detailed information on data collection, usage, and sharing, please refer to our Privacy Policy.

## **Data Security**

The developer implements several security measures through Google Services to protect your data.

## **Termination**

Your access to the application may be suspended or terminated for reasons such as violation of terms, illegal or unauthorized use, changes in employment status, security concerns, or at the request of your organization, as outlined in the Termination Section of the Terms of Service.

## **Limitation of Liability**

The developer is not liable for any damages arising from the use of the application due to improper use, as described in the Limitation of Liability section of the Terms of Service.

## **Governing Law**

The distribution and the use of the application shall be governed by the Laws of the Philippines, specifically focusing on software distribution and intellectual property. The data supplied to the application shall be governed by relevant data protection and privacy laws, as outlined in the Governing Law section of the Terms of Service.





## **Changes to the EULA**

The developer reserves the right to update or modify this EULA at any time. Changes may be made to reflect new legal requirements, updates in our practices, or improvements in our services. We encourage you to review this EULA periodically to stay informed about your rights and obligations.

## **Contact Information**

If you have any questions or concerns about this EULA, please refer to our Contact Information page.