End User License Agreement for Idempotence CA

September 3, 2023

1 Introduction

This End User License Agreement (EULA) governs your use of the Idempotence CA software (the "Software"). By installing, copying, or using the Software, you agree to be bound by the terms of this EULA.

2 License Grant

The Licensor grants you a non-exclusive, non-transferable, limited license to use the Software for your internal business purposes. You may not modify, adapt, or create derivative works of the Software. You may not rent, lease, or lend the Software to others.

3 Intellectual Property Rights

All intellectual property rights in the Software are owned by the Licensor. You acknowledge and agree that you have no right, title, or interest in or to the Software, except for the limited right to use the Software as expressly permitted in this EULA.

4 Warranty Disclaimer

The Software is provided "as is" and the Licensor makes no warranties, express or implied, about the Software. The Licensor does not warrant that the Software will be error-free or that it will meet your requirements.

5 Limitation of Liability

In no event shall the Licensor be liable to you for any damages, whether direct, indirect, special, incidental, or consequential, arising out of or in connection with this EULA or your use of the Software, even if the Licensor has been advised of the possibility of such damages. The entire liability of the Licensor under this EULA shall be limited to the amount actually paid by you for the Software.

6 Termination

This EULA is effective until terminated by either party. You may terminate this EULA by uninstalling the Software and destroying all copies of the Software. The Licensor may terminate this EULA if you fail to comply with any of its terms. Upon termination, you must uninstall the Software and destroy all copies of the Software.

7 Governing Law

This EULA shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions.

8 Entire Agreement

This EULA constitutes the entire agreement between you and the Licensor with respect to the Software and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

9 Severability

If any provision of this EULA is held to be invalid or unenforceable, such provision shall be struck from this EULA and the remaining provisions shall remain in full force and effect.

10 Waiver

No waiver of any provision of this EULA shall be effective unless in writing and signed by both parties.

11 Notices

All notices and other communications under this EULA shall be in writing and shall be deemed to have been duly given when delivered in person, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to the Licensor:

Idempotence (Trademark of Sentinel Fractal Inc)

If to you:

The address you provided to the Licensor when you acquired the Software

or to such other address as either party may designate in writing from time to time.

12 Binding Effect

This EULA shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13 Counterparts

This EULA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.