JLUPIN NEXT SERVER COMMUNITY EDITION
dated as of 1 January 2017

1. Definitions:
1.1. "ACRL" – act of 4 act of 4 February 1994 on copyright and related rights (consolidated text Journal of Laws from 2016 item 666 as subsequently amended).

1.2. "Active-Active Cluster" - a Cluster, in which all of the Nodes are ready to handle requests at the same time.

1.3. "Active-Passive Cluster" - a Cluster, in which one Node (having Software set as active) is handling all the requests, while the remaining Nodes are passive (having Software turned off).

1.4. "Application" – computer program in a form of Java application configured to be run on Software as an application.

1.5. "Cluster" – two or more Nodes with at least one common Application.

1.6. "License" – license agreement for the use of Software concluded between User and Producer.

1.7. "Node" - operation system with individual, external IP address, on which Software has been installed and is at least ready to run.

1.8. "Producer" - JLupin Software Studio spółka z ograniczoną odpowiedzialnością with registered office in Kraków, Republic of Poland, ul. Profesora Michała Życzkowskiego 14, 31-864 Kraków, entered into register of entrepreneurs held by District Court for Kraków-Śródmieście in Kraków XI Commercial National Court Register Division under number 0000518871, having VAT number 6751508699; a Licensor of the Software.

1.9. "Software" - all 1.x versions of "JLupin Next Server Community Edition" also known as "JLNS CE" software, starting from version 1.3, including all its modules, add-ons, updates, upgrades, corrections, security advisories and bug fixes, provided that they remain within version 1.x in particular a computer program under article 74 paragraph 1 ACRL; to avoid discrepancies the term "Software" does not refer to versions other than 1.x.

1.10. "User" – any natural person, legal person or other entity not having legal personality yet having legal capability, using Software under License; the licensee of the Software.

1.11. "ULA" – this document with all its annexes, appendixes and further amendments.

2. Representations of the Producer
2.1. Producer is the exclusive and sole owner of all economic copyrights, database producer's rights, trademarks, utility models, industrial designs and patents contained in Software and all materials and elements related to Software, including manuals, documentation and presentations.

2.2. Software and all materials and elements related to Software do not infringe upon third-party rights, are not be encumbered with any third party rights and there are no any such rights in Software, that could hinder or limit the use of the Software within the scope of License.

2.3. The Software may contain non-essential licensed third party content which does not affect License and the use of Software thereunder and to which representations in sections 2.1 do not apply.

3. Licensing
3.1. Software may be downloaded by the User at any time from Producer's website or Producer-certified website.

3.2. The mere Software download does not constitute a License under this ULA, however Producer grants the User a limited, non-exclusive and free-of-charge license to download and save Software on any computer device, which is unlimited in time.

3.3. License referred in 3.2 terminates once Software process is completed on condition that the User has completed procedure referred in 3.4.

3.4. A valid and binding License requires the User to confirm and accept terms and conditions of this ULA by choosing appropriate option during first installation of the Software.

4. Intended and allowable use of Software
4.1. User may use Software in accordance to this License:

    4.1.1. develop and run Applications,

4.1.2. for both production and non-production purposes,

4.1.3. for both commercial and non-commercial purposes,

4.1.4. in an Active-Active Cluster form or in Active-Passive Cluster as well as without Cluster.

4.2. Under this License, the User may only use the Software:

4.2.1. in accordance to ULA ,

4.2.2. to run not more than three Applications on one running Node,

4.2.3. to use Software in not more than two Nodes.

4.3. The License is binding and valid only if all conditions referred in section 4.1 are met at the same time by the User.

4.4. The License is non-transferable under any circumstances.

4.5. Under this License, the User is not entitled to grant any sublicenses, regardless of their purpose and scope, unless a separate consent from Producer is obtained.

5. Character and scope of License

5.1. Without prejudice to the provisions of section 4, this ULA grants User a non-exclusive, free-of charge license to use Software by:

5.1.1. saving Software (fixation of Software) on User's computers, portable storage device and CD's without reproducing Software, unless reproduction is made for backup purposes only,

5.1.2. running Software on User's computer,

5.1.3. public presentation of running Software by any means including public display and Internet, both on-demand and streaming.

5.2. The License is worldwide and is granted for an indefinite period of time.

5.3. The User is entitled to:

5.3.1. extend (without modifying the Software itself) the functionality of the Software within the meaning of object-oriented programming (inheritance, polymorphism, composition),

5.3.2. attach external files to Software in .jar, .xml or properties files, uploaded via classloaders and produced by the Software as independent Applications.

5.4. The License does not encompass third party libraries and runtime of the Software, as this elements shall maintain licenses under which they have been issued and shall not be considered as part of the Software.

6. License restrictions

6.1. The User is shall not:

6.1.1. translate, adapt, change the layout or make any other changes in Software,

6.1.2. use Software for any obscene, offensive, hatred, abusive or pornographic content in any form, whether encrypted or non-encrypted,

6.1.3. decompile Software source code,

6.1.4. copy any part of Software, including its code, regardless of its purpose, unless such copying is specifically permitted by ULA or the User has obtained a separate, written consent from Producer,

6.1.5. crack or evade security, blocking and monitoring mechanisms used by Producer in Software in order to ensure its use in accordance with License,

6.1.6. infringe upon the License in any other manner.

6.2. Should the User fail to comply with any of the provisions referred to in section 6.1, Producer shall be entitled to terminate the License with an immediate effect.

6.3. Termination of License referred to in section 6.2 does not requires any specific form.

7. Liability and safety measures

7.1. Producer shall bear no liability for any damages resulting from the installation, rollout, running, monitoring and any other issues related to Software use.

7.2. Producer provides no warranty for the appropriate and full operation of Software, also meaning that the License excludes implied (statutory) warranty for any defects of the software .

7.3. The User shall bear full liability for installation, running, operation, supervising, managing and controlling of the Software use as well as for the results of the Software operation in particular for:

    7.3.1. damages or losses caused by Software,

    7.3.2. the selection of the Software in order to achieve the planned results,

    7.3.3. determining proper manners of the Software use and the results of Software operation,

    7.3.4. establishing sufficient independent procedures for verifying the Software precision,

    7.3.5. the results of Software operation,

    7.3.6. prevention against data loss due to Software breakdown or other Software defects.

7.4. In order to use Software under License, the User shall ensure to implement proper measures and procedures to maintain the level of protection against circumstances referred to in section 7.3.1-7.3.6 required and justified in the Users activity for which the Software is intended to be used.

8. Security and monitoring mechanisms

8.1. Producer may include various security mechanisms in Software in order to monitor technical aspects of its use as well as to ensure the use of Software in accordance with the License.

8.2. Producer may use blocking mechanisms and copyright management system or other license management applications for controlling the access and the use of Software in accordance with License.

9. Commercial trainings, certification and assistance

9.1. Without prior written consent of Producer, the User shall not undertake or become involved in any way in commercial trainings and certification for Software operation.

9.2. Without prior written consent of Producer, the User shall not undertake or become involved in commercial services for installation, rollout or configuration of Software.

10. Producer's support

10.1. Maintenance Service for Software are provided by Producer to his best effort through forum service available at forum.jlupin.org.

10.2. Maintenance Service referred in section 10.1 is free-of-charge.

10.3. The User shall raise no claims in respect to Maintenance Service referred in section 10.1.

11. Disclaimer

11.1. Software is a tool intended to be used by qualified professionals only.

11.2. Software shall not substitute a professional evaluation or independent physical tests of prototypes with respect to the product load, security and usability.

12. Final provisions

12.1. The software is intended for entrepreneurs only, however to avoid any possible discrepancies, Producer hereby declare that none of the provisions of this ULA or License as such shall not be interpreted or recognized as violating upon consumer rights. Should ULA or the License be contradict to the provisions of consumer laws, these provisions shall prevail, especially in respect to implied (statutory) warranty and jurisdiction.

12.2. The License may be terminated by Producer or pursuant to ACRL.

12.3. All disputes arising out of or relating to ULA or License shall be govern by a Polish courts with jurisdiction at Producer's registered office pursuant to Polish Code of Civil Procedure.

12.4. The License, including this ULA, shall be govern by and construed in accordance with the laws of the Republic of Poland.