

# End User License Agreement (EULA) for BlurIt

## **BLURIT ON-PREMISE END-USER LICENSE AGREEMENT (EULA)**

**Last Updated: 2024-10-16**

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a legal entity) and **Wassa** ("Licensor") for the use of the software product known as "BlurIt On-Premise" ("Software"), which is provided as a virtual machine image on **Amazon Web Services (AWS)**, **Microsoft Azure**, and **Google Cloud Platform (GCP)**.

By downloading, installing, accessing, or using the Software, you agree to be bound by the terms and conditions of this EULA. If you do not agree to these terms, do not install, access, or use the Software.

### **1. LICENSE GRANT AND CONDITIONS**

Licensor hereby grants you a limited, non-exclusive, non-transferable, and revocable license to use the Software, provided that you have obtained a valid license from Wassa. The right to use the Software is contingent upon your purchase and subscription to a valid license from Wassa.

- You may only use the Software within the scope of the license granted by Wassa.
- The license must be active and valid. Your right to use the Software terminates automatically upon the expiration or revocation of the license.

This license allows you to:

- Download and install the virtual machine image on a compatible cloud platform (Amazon Web Services, Microsoft Azure, or Google Cloud Platform).
- Use the Software solely within your organization for the purpose of

processing media files in accordance with the features of BlurIt.

- Use the Software in compliance with applicable local laws and regulations.

## **2. LICENSE EXPIRATION**

Your right to use the Software ceases immediately upon the expiration of the license issued by Wassa. Continuing to use the Software after the expiration of your license without renewal is a violation of this EULA and may result in legal action by Wassa.

## **3. RESTRICTIONS**

You may not, and may not permit others to:

- Reverse-engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law.
- Modify, adapt, translate, or create derivative works based on the Software without the prior written consent of the Licensor.
- Rent, lease, loan, sublicense, distribute, or otherwise transfer the Software to any third party.
- Use the Software to develop a competing product or service.
- Remove, alter, or obscure any proprietary notices or labels on the Software.
- Circumvent or bypass any restrictions on the use of the Software as specified by the cloud provider (Amazon Web Services, Microsoft Azure, Google Cloud Platform) or Licensor.

## **4. OWNERSHIP AND INTELLECTUAL PROPERTY**

The Software, including all intellectual property rights, is and shall remain the property of Wassa. All rights not expressly granted under this EULA are reserved by Wassa.

## **5. TERM AND TERMINATION**

This EULA is effective from the date you first install or use the Software and will continue until terminated. Licensor may terminate this EULA immediately if you breach any term of this agreement. Upon termination or expiration of your license, you must cease all use of the Software and destroy all copies in your possession or control.

## **6. LIMITED WARRANTY**

Licensor warrants that the Software will perform substantially in accordance with its documentation for a period of 90 days from the date of initial download or installation. To the maximum extent permitted by applicable law, this warranty is exclusive and in lieu of all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

Licensor does not warrant that the Software will be error-free, uninterrupted, or secure.

## **7. LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, in no event shall Licensor be liable for any indirect, incidental, special, consequential, or punitive damages (including but not limited to loss of profits, business interruption, or loss of data) arising out of or related to your use of or inability to use the Software, even if Licensor has been advised of the possibility of such damages.

In no event will Licensor's total liability to you for all damages exceed the amount paid by you for the Software, if any.

## **8. COMPLIANCE WITH LAWS**

You agree to comply with all applicable local, national, and international laws and regulations in connection with your use of the Software. You represent and warrant that you are not located in a country that is subject to a European or U.S. government embargo or designated as a "terrorist supporting" country and that you are not listed on any European or U.S. government list of prohibited or restricted parties.

## **9. CLOUD PLATFORM PROVIDER TERMS**

The Software is provided as a virtual machine image hosted on Amazon

Web Services, Microsoft Azure, and Google Cloud Platform. Your use of the Software must also comply with the respective cloud platform's terms of service, including but not limited to service agreements, acceptable use policies, and data protection policies.

Wassa is not responsible for any actions or omissions of the cloud platform provider, including outages, data loss, or security breaches.

## **10. DATA PROTECTION**

You are solely responsible for ensuring that your use of the Software complies with applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). Licensor disclaims any responsibility for the handling of personal data within your environment.

## **11. UPDATES AND MAINTENANCE**

Wassa may, at its sole discretion, provide updates or maintenance releases for the Software. You agree to install any such updates to ensure proper functionality and security. Wassa is not obligated to provide updates, maintenance, or support services.

## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

This EULA shall be governed by and construed in accordance with the laws of [Your Country/Region]. Any disputes arising out of or in connection with this EULA shall be resolved through good faith negotiations between the parties. If such disputes cannot be resolved amicably, they shall be submitted to the exclusive jurisdiction of the courts in [Your City/Region].

## **13. ENTIRE AGREEMENT**

This EULA constitutes the entire agreement between you and Wassa with respect to the Software and supersedes all prior or contemporaneous agreements, understandings, and communications regarding the same.

## **14. SEVERABILITY**

If any provision of this EULA is found to be invalid or unenforceable, the remainder of this EULA shall remain in full force and effect.

