



End User License Agreement: XtremeData AWS Cloud Community Edition (dbX-AWS-CCE)

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<http://xtremedata.com/index.php/get-amazon-database>

1. Product Definition

The software program(s) and documentation ("Product") delivered under the terms set forth in this End User License Agreement ("Agreement").

2. License and Restrictions

XtremeData Inc., an Illinois corporation ("XDI"), hereby grants you at no charge, a non-exclusive, non-transferable license to use the Product, under the terms set forth in this Agreement. You may use the Product for any business purpose. The Product, in whole or in part, may not be transferred, assigned, sold, licensed or redistributed in any manner to any third parties.

In order to access, install and use the Product, you will be requested to provide contact and other information as part of the registration procedure. You agree to provide current and accurate information and immediately notify XDI if any information changes after registration. The information you provide will be treated as confidential and will be used by XDI solely for the purposes of this Agreement.

You agree not to attempt to disassemble, reverse engineer or modify the software in the Product. You agree not to publish or distribute results of any benchmark tests run on the Product without the express written permission of XDI.

3. Delivery

This Product is specifically designed for deployment on Amazon Web Services ("AWS"). Upon successful registration, XDI will make the Product available to you with installation instructions.

The installation procedures require that you have a valid account on AWS. Executing the installation procedures will result in acquiring AWS resources that will be charged to your account. You are responsible for all charges incurred on AWS related to your installation and usage of the Product. These charges are payable to AWS. There are no additional charges from XtremeData for the usage of this Cloud Community Edition of dbX. During and after the execution of the installation procedures, certain electronic reports ("Logs") related to system configuration, usage statistics and/or any exceptions encountered, may be generated and transmitted to XDI for diagnosis and trouble-shooting purposes.

4. Support

You agree that the Product is provided with no support, except for any community support forums that XDI may setup and enable. You may separately purchase support packages from XDI.

5. Ownership and Intellectual Property Rights

XDI retains full ownership rights in the Product and all rights not expressly granted to you in this Agreement. The software and documentation in the product are protected by copyright and other intellectual property rights. You may not copy or otherwise use the software or documentation in the Product, in whole or part, except as expressly permitted in this Agreement.

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7. Term

Unless terminated by XDI as provided in this Agreement, the term of the license provided in this Agreement is perpetual and becomes effective on delivery of the Product to you by XDI.

You may terminate this license at any time by destroying all copies of the software and documentation or by returning all such copies to XDI.

This Agreement and the license for the Product will terminate automatically without notice if you fail to comply with any of the terms of this Agreement, including any attempt to transfer any copy of the Product to another party or any attempt to modify the software. Upon termination for any reason, you agree to destroy all copies of the software and documentation or return all such copies to XDI.

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The warranty and remedy set forth herein are exclusive and in lieu of all others, oral or written, expressed or implied.

9. Relationship

The relationship between you and XDI is that of licensee/licensor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity.

10. Entire Agreement

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the provisions of this Agreement shall remain in full force and effect. This Agreement will be governed by the laws of the state of Illinois, USA.

No amendment to this Agreement shall be valid or binding unless made in writing and signed on behalf of each of the parties by their duly authorized officers or representatives.

XDI retains all rights not expressly granted. Nothing in this Agreement constitutes a waiver of XDI's rights under U.S. copyright laws or any other federal, state, local, or foreign law or grants you any rights in the Product.

Contact

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