

Oban Pro Terms of Service

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THE LICENSOR MAY MODIFY THESE TERMS AND CONDITIONS AT ANY TIME. YOUR CONTINUED USE OF THE SOFTWARE AFTER SUCH NOTICE CONSTITUTES ACCEPTANCE OF THE REVISED TERMS.

Recitals

WHEREAS, Licensor has developed **Oban**, an open-source software tool for processing background jobs in Elixir and Python applications; and

WHEREAS, Licensor further developed, and owns proprietary rights to, **Oban Pro**, a commercial add-on to the core Oban library that offers additional advanced Features as defined below; and

WHEREAS, Licensee desires to receive, and Licensor desires to grant to Licensee, a license to use the Software solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties, each intending to be legally bound, promise and agree as follows:

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"Features" means all functionality of the Software. Licensor may add, change, or remove Features from time to time, and the license granted under this Agreement extends to all Features made generally available in the Software, without limitation to any particular version, release, or subset of functionality.

"Software" means Oban Pro, commercial extensions to the core Oban (Elixir) and Oban (Python) libraries that offer advanced job-processing Features, together with all future versions and New Releases.

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The parties agree and acknowledge that the Licensor shall have no access to the Licensee's systems, including any software hosted on those systems, for the purpose of maintenance upgrades or otherwise. Instead, the Licensor will periodically release new versions of the Software, which may include bug fixes, performance enhancements, new features, and potentially breaking changes (each a "New Release"). It is the sole responsibility of the Licensee to decide when to upgrade to any New Release or to perform the upgrade.

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Licensee shall pay Licensor all fees as specified by the Subscription. Licensee agrees to provide Licensor with valid, up-to-date credit card information and authorizes Licensor to charge such credit card for all fees outlined in the Subscription, in accordance with the billing frequency specified therein. If Licensor is unable to collect the fees by the due date, and the fees remain unpaid for more than fourteen (14) days thereafter, Licensor may, without limiting its other rights or remedies, immediately terminate this Agreement.

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The term "Confidential Information" shall include all information disclosed by either party to the other, whether before or after the execution of this Agreement, that is designated as confidential or that, under the circumstances, should reasonably be understood to be confidential. This includes, but is not limited to, all information related to Software (whether or not it is marked) and Documents, including its source code, object code, algorithms, designs, processes, specifications, documentation, trade secrets, and any other proprietary information or data relating to the Software.

Confidential Information shall not include: (i) information that is or becomes publicly available through no fault of the recipient party; (ii) information that was known to the recipient party at the time of disclosure, as evidenced by written records, provided that such information was not subject to an obligation of confidentiality at the time of receipt; (iii) information that is lawfully obtained by the recipient party from a third party not under an obligation of confidentiality; or (iv) information that is independently developed by the recipient party without reference to or reliance on the Confidential Information, and such independent development is evidenced by written records.

Each party agrees that it will not duplicate, use, or disclose any Confidential Information, except as expressly authorized by the other party in writing. Each party shall use reasonable diligence, and in no event less than the degree of care that it uses with respect to its own

confidential information of a similar nature, to prevent the unauthorized disclosure or reproduction of Confidential Information.

12. Noncompete

During the term of this Agreement and for a period of two (2) years following its termination or expiration (the “Restricted Period”), Licensee agrees not to directly or indirectly develop, market, sell, or assist in the development, marketing, or selling of any software that is substantially similar to or directly competes with the Software. This restriction applies to the Licensee and its employees, agents, contractors, and affiliates. Licensee acknowledges that the restrictions set forth in this non-compete provision are reasonable and necessary to protect Licensor’s legitimate business interests, including its proprietary Software, and that any breach of this provision would cause irreparable harm to Licensor, for which monetary damages alone would be insufficient. In the event of a breach or threatened breach of this provision, Licensor shall be entitled to seek injunctive relief, without the necessity of posting bond, in addition to any other legal remedies available. The remedies set forth herein are cumulative and not exclusive.

13. Amendments, Modifications or Supplements

Licensor reserves the right to amend, modify, or update this Agreement at any time, at its sole discretion. Any such amendments, modifications or updates will be effective immediately upon posting the revised Agreement on Licensor’s website. Licensee will be notified of material changes to this Agreement only via such posting only. It is Licensee’s responsibility to review the Agreement periodically to ensure Licensee is aware of any changes.

Licensee's continued use of the Software after any amendments or modifications to the Agreement constitutes acceptance of the revised terms. If Licensee does not agree with any amendments or modifications, Licensee must stop using the Software. Any amendments or modifications made to this Agreement will apply prospectively and will not affect any previous versions of this Agreement.

14. No Third-Party Beneficiaries

There are no third-party beneficiaries intended under this Agreement, and nothing in this Agreement is intended to confer upon any third party any rights or obligations under or by reason of this Agreement.

15. Survival

Any provisions of this Agreement that by their nature should survive termination shall survive, including but not limited to, sections relating to ownership, charges and payment schedule, confidentiality, limitation of liability, noncompete and governing law.

16. Governing Law and Attorney Fees

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In the event of any legal action or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses incurred in connection with such action or proceeding, in addition to any other relief awarded by the court.

17. Waiver of Breach

No waiver of any breach of this Agreement or failure to exercise any right, option, or privilege under this Agreement on any occasion shall be construed as a waiver of any subsequent breach or the right to enforce any option, right, or privilege at any other time. Any waiver must be in writing and signed by the party waiving the breach.

18. Force Majeure

Licensor shall not be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirements, civil or military authority, acts of God, acts or omissions of carriers, or other similar causes beyond the Licensor's reasonable control (collectively, "Force Majeure Events"). This list is not exhaustive and

includes any unforeseen events that prevent performance. If a Force Majeure Event occurs and continues for ten (10) days or more, Licensors shall provide a notice of the same via a posting on Licensors' website. Licensee may then elect to terminate this Agreement if the Force Majeure Event continues beyond thirty (30) days.

19. Severability

If any provision of this Agreement or any order is found to be invalid or unenforceable under the laws of the jurisdiction where enforcement is sought, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement. The remaining provisions shall be construed as if the invalid or unenforceable provision had not been included, and the rights and obligations of Licensors and Licensee shall be construed and enforced accordingly.

20. Headings

The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

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This Agreement constitutes the complete and exclusive agreement between the parties concerning the licensing and use of the Software,

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23. Notices

Licensor's Notice:

Any notices required or permitted to be given by Licensor under this Agreement shall be provided by posting such notice on the Licensor's website. Such notice will be deemed effective immediately upon posting.

Licensee's Notice:

Any notices required or permitted to be given by Licensee under this Agreement shall be provided via email to Licensor. Such notice will be deemed effective upon Licensor's receipt.

Any questions regarding this Agreement, should be sent to support@oban.pro

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