BACKBOX LINUX ON AWS MARKETPLACE
END USER LICENSE AGREEMENT

1. Parties and acceptance

This agreement is between BackBox Labs S.r.l., Italy ("BackBox Labs"), and the person or organization that subscribes to or uses the BackBox Linux machine image offered on AWS Marketplace ("you"). By subscribing to the image or using it, you accept this agreement. If you accept it for an organization, you state that you have the authority to do so.

2. Open source software

BackBox Linux is a collection of software packages. Each package is distributed under its own license, for instance the GNU General Public License, and the text of that license is on the system, in /usr/share/doc/<package name>/copyright. Those licenses give you rights to use, copy, modify and redistribute the packages. Nothing in this agreement limits those rights, and where this agreement and the license of a package disagree, the license of the package prevails for that package. The image as a whole, a collective work, is licensed to you under the GNU General Public License, version 2 or any later version.

3. Names and logos

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4. Permitted use of the security tools

The image gives access to tools for security testing. You may use them only on systems that you own or that you are explicitly authorized to test, in compliance with the law that applies to you and with the policies of AWS, its policy on penetration testing included. You alone are responsible for how you use the image and for the consequences of that use.

5. Updates and support

Updates are published in the software archives the image is configured with. BackBox Labs answers requests for support as it reasonably can, at the contact shown in the AWS Marketplace listing, and commits to no response time and to no level of service unless a separate written agreement says otherwise.

6. Charges

The charges for the image, if any, are those shown in the AWS Marketplace listing. The charges of AWS for the infrastructure you use are a matter between you and AWS.

7. No warranty

To the extent the applicable law allows, the image is provided "as is" and "as available", without warranty of any kind, express or implied, including the warranties of merchantability, of fitness for a particular purpose and of non-infringement. BackBox Labs does not warrant that the image is free of defects or vulnerabilities, or that it will work without interruption.

8. Limitation of liability

To the extent the applicable law allows, BackBox Labs is not liable for indirect, incidental, special or consequential damages, for loss of data, of profits or of business, or for damages that follow from the use of the security tools. Its total liability under this agreement is limited to the amount you paid BackBox Labs for the image in the twelve months before the event. Nothing in this agreement excludes or limits a liability that the law does not allow to exclude or limit, such as liability for wilful misconduct or gross negligence.

9. Term

This agreement applies for as long as you use the image. BackBox Labs may end it if you breach section 4. The rights the open source licenses give you on the packages do not depend on this agreement.

10. Export

Security software may be subject to export control and sanctions laws. You

are responsible for complying with those that apply to you when you use, export or transfer the software.

11. Governing law and jurisdiction

This agreement is governed by the law of Italy. The courts of Turin, Italy, have exclusive jurisdiction over any dispute that arises from it. The rights that mandatory law gives to consumers in their country of residence, the right to bring proceedings there included, are not affected.

12. Changes

A new version of the image may come with a new version of this agreement, which applies to that version from the moment you start using it.

BackBox Labs S.r.l.
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