

OpenRemote End User License Agreement

This OpenRemote End User License Agreement (hereinafter referred to as “Agreement”) is a legal agreement between:

OpenRemote, Inc., a corporation with its principal place of business at Atlanta, U.S.A, hereinafter referred to as “OpenRemote”,

and

You, a corporation or private individual, hereinafter referred to as “You”,

The Agreement governs the use of OpenRemote software (“Software”) installed through the AWS Marketplace. By installing, copying, or otherwise using the Software, you agree to be bound by the terms of this Agreement.

1. Open Source License.

The Software is licensed under the **GNU Affero General Public License, Version 3 (AGPLv3)**. By using the Software, you agree to comply with all the terms and conditions of the AGPLv3 license, which governs your rights to use, modify, and distribute the Software. The full text of the AGPLv3 license is available at <https://www.gnu.org/licenses/agpl-3.0.en.html>.

2. No warranty.

The Software is provided “AS IS” without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. OpenRemote does not guarantee that the Software is error-free or will function without interruptions.

3. Professional Support.

This Agreement does not entitle you to any professional or commercial support services from OpenRemote. Users may access and use the **OpenRemote Forum** to seek help, exchange ideas, and discuss issues related to the Software. OpenRemote does not guarantee any response, solution, or assistance provided through the forum.

4. User Responsibility.

4.1 Applications Built Using the Software.

- You are solely responsible for any applications, solutions, or systems that you create using the Software.

- OpenRemote assumes no liability for the performance, security, or compliance of any application or system that you or others build using the Software.
- You are also responsible for ensuring that your applications comply with all applicable laws, regulations, and third-party agreements.

4.2 Distribution to your End Users

- If you distribute or make your applications available to third parties (“your End Users”), you are solely responsible for their functionality, security, and any liabilities arising from their use.
- OpenRemote cannot and will not be held responsible for issues, damages, or claims made by your End Users related to applications or services you build using the Software.

5. **Limitation of Liability.**

To the maximum extent permitted by law, OpenRemote shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenue, data, or use, arising out of or related to your use of the Software.

6. **Updates and Modifications.**

OpenRemote may release updates, bug fixes, or new features for the Software. Your use of any such updates will be governed by the AGPLv3 license and this Agreement.

7. **Governing Law.**

This Agreement shall be governed by the internal substantive laws, but not the choice of law rules, of the State of Georgia.

8. **Acceptance of Terms.**

By installing and using the Software, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you do not agree with these terms, you must not install or use the Software.

9. **Contact.**

For inquiries about this Agreement or the Software, please contact OpenRemote at info@openremote.io

This Agreement ensures that OpenRemote remains committed to open-source principles while clarifying its responsibilities and limitations regarding your use of the Software. Thank you for using OpenRemote!