

# Resilio End User License Agreement

## End User License Agreement

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**Resilio Software License and Subscriptions — Resilio Platform, Sync Pro, Sync Pro Family, Sync Business, and Sync Licensed API**

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### 1. License

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Resilio’s Product ordering documentation or purchase flow (“Order”) will specify your authorized scope of use for the Software, which may include: (a) numbers of licenses (for Software), (b) term and (c) other restrictions (as applicable, the “Scope of Use”). The term “Order” also includes any applicable Software license renewal, or purchases you make to increase or upgrade your Scope of Use.”)

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During the Service Period, Your subscription is personal and shall cover the devices that are permitted to link under Your same unique user identity managed through “My Devices” within Your settings in the Software. Each unique user and unique user identity requires its own subscription to the Software. For purposes of clarity, a user identity is personal to one individual user (an entity is not considered an individual user but each person within such entity using the Software is considered an individual user) and may not be shared with other users except Sync Pro Family, which can be shared with a total of 4 Family members besides the Purchaser.

**For Resilio Platform Licenses Purchased Directly from Resilio:**

You need to purchase from Resilio one Resilio Platform license for each device on which you install the Software. During the Service Period, your subscription shall cover the number of devices that you have purchased licenses for.

**For Resilio Platform and Sync Business Software Licenses Purchased from an Authorized Reseller or Authorized Service Provider:**

This Agreement applies whether you purchase licenses to our Software directly from Resilio or from a Resilio-authorized reseller (a “Reseller”). If you purchase through a Reseller, your Scope of Use shall be as stated in the Order placed by Reseller with Resilio for you, and Reseller is responsible for the accuracy of any such Order. If you purchase a service from a Resilio-authorized service provider (a “Service Provider”) that includes Software, such Service Provider is solely responsible for any obligations to You. Resellers and Service Providers are not authorized to make any promises or



commitments on Resilio's behalf, and we are not bound by any obligations to you other than what we specify in this Agreement.

#### **For Sync Licensed API Key:**

You need to purchase from Resilio one license for a Sync Licensed API Key for each device on which you install a Sync API Key. You must purchase the Sync Licensed API Key license applicable for type of Operating System that the device is running; you must purchase a Sync Licensed API Key server license for each device with a Server or Enterprise Operating System and a Sync Licensed API Key desktop/workstation license for other devices. Each Sync Licensed API Key may be used only on the number of devices for which you have purchased a license. Subject to these Terms including but not limited to Sections 1 (License) and 9 (Export Control Laws), under a license for a Sync Licensed API Key, Resilio gives you a limited, non-assignable, non-transferable, non-exclusive and terminable license for personal use or for your internal use as an end user if you are a business, but in all cases non-commercial purposes. You have no right to allow any third party to have access to the API Key.

#### **For all Software:**

You may not, nor may You permit any other person to:

- sublicense, rent, lease or transfer any portion or all of the Software or use your user identity;
- reverse engineer, decompile, disassemble, modify, translate, create derivative works from or otherwise attempt to discover the source code of the Software, in whole or in part, except to the extent expressly permitted by law, or distribute the Software;
- use the Software as part of a facility management, timesharing or service bureau arrangement; • use the Software as part of a service provider arrangement, except, in the case that You are a Service Provider, to the extent provided for under a current, mutually-executed Service Provider Agreement between You and Resilio; or
- use the Software in any manner that is not permitted pursuant to this License Agreement.

## **2. Software Feature and Content Updates**

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#### **For Sync Business and Resilio Platform Licenses (subscription only):**

You shall have the right to receive new features to the Software as Resilio, in its sole discretion, makes such features available with the Software during Your Service Period. Resilio continually strives to improve the usability and performance of its products and services. In order to optimize the Software Resilio may, at its discretion and without notice, add, modify or remove features from the Software at any time.

## **3. Product Installation; Required Activation**

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There may be technological measures in this Software that are designed to prevent unlicensed or illegal use of the Software. You agree that Resilio may use these measures to protect Resilio against software piracy. This Software may contain enforcement technology that limits the ability to install and uninstall the Software on a computer to not more than a finite number of times for a finite number of computers. This License Agreement and the Software containing enforcement technology may require activation. If so, the Software will only operate for a finite period of time prior to Software activation by You.



During activation, You may be required to provide Your unique activation code accompanying the Software and computer configuration in the form of an alphanumeric code over the Internet to verify the authenticity of the Software. If You do not complete the activation within the finite period of time, or as prompted by the Software, the Software will cease to function until activation is complete; at which time the Software functionality will be restored.

In the event that You are not able to activate the Software over the Internet, or through any other method specified during the activation process, You may contact Resilio Customer Support using the information provided by Resilio during activation, or as set forth below.

#### 4. Technical Support

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In connection with Your use of the Software, You may choose to purchase and access certain technical support features that may be offered by Resilio in its sole discretion.

Any such technical support shall be referred to in this License Agreement as the “Technical Support”. Any such Technical Support shall be provided in accordance with the level of support You purchased, as defined in the [Resilio Platform Support Plan](#).

It is solely Your responsibility to complete a backup of all Your existing data, software and programs before receiving any Technical Support. In the course of providing the Technical Support, Resilio may determine that the technical issue is beyond the scope of the Technical Support. Resilio reserves the right to refuse, suspend or terminate any of the Technical Support in its sole discretion.

#### 5. Privacy; Data Protection

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**From time to time, the Software may collect certain information from the computer on which it is installed, which may include:**

Status information regarding installation and operation of the Software. This information indicates to Resilio whether installation of the Software was successfully completed as well as whether the Software has encountered an error. The status information could contain personally identifiable information only if such information is included in the name of the file or folder encountered by the Software at the time of installation or error.

The status information may be collected by Resilio for the purpose of evaluating and improving Resilio’s product performance and installation success rate. Resilio may also use this information to optimize its web-pages. Information contained in a report that You may choose to send to Resilio through the Software when the Software encounters a problem. The report includes information regarding the status of both the Software and Your computer at the time that the Software encountered the problem. The status information about Your computer may include the system language, country locale, and the operating system version for Your computer, as well as the processes running, their status and performance information, and data from files or folders that were open at the time the Software encountered the problem.



The information could contain personally identifiable information if such information is included in,

or is a part of the name of the files or folders open at the time the Software encountered the problem. This information will be sent to Resilio only with Your permission and will not be sent automatically. The information is collected by Resilio for the purpose of correcting the encountered problem and improving Resilio's product performance.

The Internet Protocol (IP) address and/or Media Access Control (MAC) address and the Machine ID of the computer on which the Software is installed to enable the Software to function and for license administration purposes. Other general, statistical information used for product analysis, and for improving product functionality. Information may be transferred to the Resilio group in the United States or other countries that may have less protective data protection laws than the region in which You are situated (including the European Union) and may be accessible by Resilio employees or contractors exclusively to be used in accordance with the purposes described above. For the same purposes the information may be shared with partners and vendors that process information on behalf of Resilio.

Resilio has taken steps so that the collected information, if transferred, receives an adequate level of protection. Subject to applicable laws, Resilio reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to your use of this Software. This means that Resilio may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation.

## **6. Limited Warranty**

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## **7. Disclaimer of Damages**

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SOME STATES AND COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.



TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF

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## **9. Export Regulation**

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## **10. General**

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