

# End-User License Agreement (EULA) for NexUx

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## 1. License Grant and Subscription Terms

SOA Professionals grants you a non-exclusive, non-transferable, and revocable right to access and use NexUx as a SaaS solution, subject to the subscription terms established in your private offer on AWS Marketplace. The subscription terms, including duration, usage limits, and pricing, will be defined through the AWS Marketplace private offer process. Your use of the Software is limited to the period and scope outlined in the agreed subscription terms.

## 2. Subscription Model

NexUx is offered solely as a subscription-based service. The duration, pricing, and usage limits of the subscription will be established through a private offer

managed by AWS Marketplace. At the end of the subscription period, your access to the Software will terminate unless renewed through a new agreement or subscription.

### 3. Restrictions

You agree not to:

- Copy, modify, or distribute the Software, except as expressly permitted in this Agreement.
- Reverse engineer, decompile, disassemble, or attempt to discover the source code of the Software, except where permitted by law.
- Rent, lease, sublicense, or share access to the Software with third parties.
- Use the Software beyond the specified usage limits or for any unauthorized or illegal purpose.

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The Software is licensed on a subscription basis, not sold. SOA Professionals retains all ownership rights, including all intellectual property rights, in the Software. Nothing in this Agreement grants you ownership of any part of the Software or its underlying code. You are granted only the right to use the Software as provided in this Agreement and your private offer terms.

### 5. Support and Maintenance

SOA Professionals may provide support services as part of your subscription, as detailed in the AWS Marketplace offer or through a separate agreement. Support includes troubleshooting, updates, and maintenance. Any updates or upgrades to the Software provided during the subscription period are governed by this Agreement unless otherwise specified.

## 6. Fees and Payment

You agree to pay all subscription fees as specified in the AWS Marketplace private offer. Failure to pay these fees may result in the termination of your license to access and use the Software. All fees are non-refundable unless otherwise stated in the private offer agreement.

## 7. Termination

This Agreement is effective until the end of your subscription period or upon termination by SOA Professionals for cause. SOA Professionals may terminate your access to the Software if you violate any terms of this Agreement. Upon termination, you must immediately stop using the Software. If the subscription expires without renewal, your access to NexUx will cease.

## 8. No Warranty

THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. SOA PROFESSIONALS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED.

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IN NO EVENT SHALL SOA PROFESSIONALS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF DATA, PROFITS, OR REVENUE, ARISING OUT OF OR RELATED TO YOUR USE OF THE SOFTWARE. SOA PROFESSIONALS' TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID FOR THE SUBSCRIPTION.

## 10. Indemnification

You agree to indemnify and hold harmless SOA Professionals, its affiliates, officers, and employees from any claims, liabilities, damages, or expenses arising from your use of the Software, your breach of this Agreement, or infringement of any third-party rights.

## 11. Governing Law

This Agreement will be governed by and construed in accordance with the laws of United States of America, without regard to its conflict of law principles. Any disputes arising under this Agreement will be resolved in the courts of United States of America.

## 12. Changes to the Agreement

SOA Professionals reserves the right to update or modify this Agreement at any time. Changes will be communicated via AWS Marketplace or through email. Continued use of the Software after such modifications constitutes your acceptance of the revised terms.

### 13. Entire Agreement

This Agreement, together with the private offer terms on AWS Marketplace, constitutes the entire understanding between you and SOA Professionals regarding the Software. In case of any conflict between this Agreement and the private offer terms, the private offer terms will prevail.

By using NexUx, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement.

For questions regarding this Agreement, please contact us at:  
[help@soapprofessionals.com](mailto:help@soapprofessionals.com)