End User License Agreement (EULA)

This End User License Agreement ("Agreement") is entered into between [End User's Name] ("End User") and VIV Tech LLC ("Licensor") for the use of the VPC Search appliance ("Software").

1. License Grant

Licensor hereby grants End User a non-exclusive, non-transferable license to use the Software in accordance with the terms and conditions of this Agreement.

2. Permitted Use

End User may install and use the Software solely for the purpose of conducting searches within their virtual private cloud (VPC) environment.

3. Restrictions

End User shall not:

• Modify, adapt, translate, or create derivative works based on the Software.
• Reverse engineer, decompile, or disassemble the Software.
• Remove or alter any copyright, trademark, or other proprietary notices in the Software.
• Use the Software for any unlawful purpose or in violation of any applicable laws or regulations.

4. Ownership

End User acknowledges and agrees that Licensor retains all right, title, and interest in and to the Software, including all intellectual property rights therein.

5. Support and Maintenance

Licensor shall provide support and maintenance for the Software in accordance with the terms of any separate support agreement entered into between the parties.

6. Warranty Disclaimer

THE SOFTWARE IS PROVIDED "AS IS" AND LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

7. Limitation of Liability

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE.

8. Termination

This Agreement shall terminate automatically upon any breach of the terms and conditions contained herein. Upon termination, End User shall cease all use of the Software and destroy all copies thereof.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of copyright, without regard to its conflict of law principles.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

11. Acceptance

By using the Software, End User acknowledges that they have read and understood this Agreement and agree to be bound by its terms and conditions.