

EULA for AWS Marketplace Subscribers

The End User License Agreement for AWS Marketplace Subscribers (this EULA) contains terms and conditions that govern subscriptions to GUANCE services obtained through the AWS Marketplace. This EULA is a legal agreement between you (individual, the entity or organization that you represent, referred to as "User") and GUANCE INFORMATION TECHNOLOGY CO., LIMITED ("GUANCE") regarding the Guance Container Agent ("this software/service") provided by GUANCE to you. This EULA is not a purchase contract but an agreement on the rights of end users.

I. Effective Date of the Agreement

1. Effective upon User's confirmation: GUANCE provides an electronic version of this EULA. When you install this software/service, you should carefully read this EULA. When you complete the subscription by clicking the Subscribe button, this EULA becomes legally binding on GUANCE and the User.
2. Effective upon User's use: Users can use this software/service online or in other ways. GUANCE will provide an online version of this EULA for Users to read at the corresponding stage. Once Users use this software/service, it means that Users have agreed to accept all terms of this EULA.

II. Intellectual Property Rights

1. This software/service is protected by the copyright laws of the Hong Kong Special Administrative Region of the People's Republic of China and other related intellectual property laws, regulations, and treaties. This software/service is licensed for use by authorized users, not sold.
2. All ownership and intellectual property rights (including but not limited to patent rights and application rights, trademark rights and application rights, copyrights, proprietary technology ownership and usage rights, etc.) of the source code, object code, and technical documents related to the software/service in this EULA belong to GUANCE. During the service period, all ownership and intellectual property rights related to new inventions or discoveries of application scenarios, algorithms, models, concepts, and other intellectual properties belong to GUANCE.

III. License to Use

GUANCE agrees to authorize and Users agree to accept a non-exclusive, non-transferable, time-limited (the license period is subject to the order) license to use the licensed software/service.

GUANCE may automatically update or modify this software/service from time to time, and the updated software/service shall be subject to the terms of this EULA.

IV. Use Restrictions

1. Users shall not modify the software/service provided by GUANCE. GUANCE shall not be responsible for any malfunction of the software/service caused by User's modification, and shall not provide technical services.
2. Users shall not disclose, analyze, adapt, compile, or decompile the software/service provided by GUANCE. Users shall not attempt to obtain the source code of the software/service provided by GUANCE in any improper way. If Users violate this clause, GUANCE has the right to stop the use of User's account.
3. Users shall not use or create any derivative products in any form without the prior written permission of GUANCE.
4. Users shall not allow any unauthorized individuals or entities to access and use this software/service.

V. SaaS Service

If Users are purchasing a SaaS Service Subscription, GUANCE will provide the Product to Users as a SaaS Service in accordance with the Product Listing promptly following purchase of the Subscription and continuing until termination of the Subscription. GUANCE will provide Users all license keys, access credentials and passwords necessary for access and use of the Product via the SaaS Service ("Keys") as set forth in the Product Listing.

VI. Disclaimer

1. Users are only allowed to use this software/service for legal purposes and shall not use this software/service for illegal activities. Users shall be responsible for all their actions and GUANCE shall not be liable for any such actions.
2. This software/service is provided as is. Unless prohibited by law or any statutory rights cannot be excluded, restricted, or exempted, GUANCE: (1) does not make any express, implied, statutory, or other declarations or warranties regarding this software/service; and (2) denies any warranties, including, but not limited to, (a) warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement; (b) warranties arising from any trade practice or industry custom, (c) warranties regarding the software/service being uninterrupted, error-free, or free from any harmful components, and (d) any implied or express warranties regarding the security of any content or that content will not be lost or damaged by other means.

VII. Liability Limitations

To the maximum extent permitted by applicable law, GUANCE shall not be liable for any losses caused by any form of revenue or sales loss, data loss, additional expenses paid for obtaining substitute items or services, property damage, personal injury, business interruption, loss of business information, or any special, direct, indirect, incidental, economic, punitive, consequential, or subsequent loss. Whether such losses are caused by contract, tort liability, negligence, or any other theory of liability, or caused by the use or inability to use software, GUANCE shall not be liable, even if GUANCE or its branches have been notified of the possibility of such losses. As some laws may not allow exemption of liability but may allow limitation of liability, GUANCE's liability shall be limited to the price you paid for the software/service license.

VIII. Term and Termination

1. This EULA shall remain in effect until termination, and shall remain in effect until expiration in the case of a term license.
2. If you fail to comply with this EULA, your rights under this EULA will immediately terminate. Upon termination or expiration, you must destroy the software and documents and any copies thereof, or return them to GUANCE.

IX. Governing Law and Dispute Resolution

1. The disputes arising from this EULA shall be governed by Hong Kong law.
2. Any dispute arising from the performance of this EULA shall be resolved through friendly negotiations between the two parties. If no agreement can be reached through negotiation, either party may file a lawsuit with the Hong Kong court.

X. Force Majeure

If GUANCE is unable to perform any obligation under this EULA due to any cause beyond the reasonable control of GUANCE, including but not limited to natural disasters, power failures, telecommunication or other public utilities failures, earthquakes, storms or other natural disasters, blockades, embargoes, riots, government or regulatory actions or orders (including but not limited to the promulgation of laws or regulations, or the actions of other government or regulatory agencies that affect the delivery of this software/service), terrorist activities or wars, GUANCE shall not be liable for any delay or failure to perform any obligation under this EULA.

XI. Others

1. If any clause of this EULA is invalid or unenforceable, it shall not affect the validity of other clauses of this EULA. These clauses shall remain valid and enforceable under the conditions specified herein.

2. GUANCE may publish the revised terms on the AWS Marketplace. The revised terms shall take effect upon publication. If GUANCE informs you of such modifications by email, the effective time shall be the time specified in the email. If you continue to use this software/service after any modification of this EULA takes effect, it means that you agree to be bound by the modified terms. You are responsible for regularly checking the AWS Marketplace or email to review the modifications to this EULA.

3. This EULA and its revised terms constitute the complete agreement between GUANCE and the User, replacing any previous agreements or statements, whether oral or written, related to this EULA. All notices related to this EULA shall be delivered in writing.