

SUPPLEMENTAL BYOL END USER LICENSE AGREEMENT
FOR DATAGROK SOFTWARE DEPLOYED IN AWS MARKETPLACE

This Supplemental BYOL End User License Agreement ("SEULA") exclusively governs the deployment and usage of Datagrok Software as a "bring your own license" ("BYOL") on AWS Marketplace.

With respect to your use of the Software in the AWS Marketplace, this SEULA is deemed part of and incorporated into the Primary License Agreement. Capitalized terms used in this SEULA but not defined have the meanings assigned to them in the Primary License Agreement. The terms and condition of the Primary License Agreement and this SEULA will govern in that order of precedence.

When you install, access, or use the Software in the AWS Marketplace, you're agreeing to the terms of this SEULA, both for yourself and for any business entity you represent. If you disagree with these terms, do not use the Software in the AWS Marketplace. Your use of the Software in the AWS Marketplace signifies that you have the authority to bind the business entity you represent to this SEULA.

1. Definitions

"Datagrok" means Datagrok, Inc., a Delaware corporation with offices at 716 Locus Lane, Ambler, PA 19002.

"Primary License Agreement" means the principal software license agreement between you and Datagrok, including any related documents that are explicitly referred to and made a part of the agreement. This agreement sets forth the rules for your use of Datagrok's Software, including, but not limited to, license rights, fees, term and termination, intellectual property provisions, warranties, and support terms.

"Service" means the hosting, storage, and other services provided by third parties within the AWS Marketplace.

2. Service

Datagrok does not provide the Service. The Service is provided to you under your separate terms and conditions with third party providers. Datagrok is not responsible for any issues arising from your use of the Service. To the maximum extent permitted by law, in no event will Datagrok be liable for any damages in connection with any third party cloud provider Service, including but not limited to any indirect, incidental, consequential damages or loss of data.

3. Usage Restrictions

You may use the Software in the AWS Marketplace subject to the terms and conditions specified in the Primary License Agreement and this SEULA. For clarity, your use of the Software in such an environment accumulates with your use outside of it, and such combined usage must comply with the limitations specified.

4. Audits

You agree to cooperate with audits conducted by Datagrok to ensure compliance with the terms of this SEULA. Upon written request, you will provide, or require the third-party cloud provider to provide, usage reports relating to your use of the Software in the AWS Marketplace.

5. Term and termination

Subject to your compliance with the terms and conditions of the Primary License Agreement and this SEULA, your right to use datagrok on AWS Marketplace will continue for as long as Datagrok continues to offer Software as a BYOL within the AWS Marketplace.

If the third-party cloud provider or Datagrok terminates support for the Software in the AWS Marketplace, this SEULA will terminate. For clarity, such termination does not affect yours or Datagrok's continuing rights and obligations under the Primary License Agreement.

6. Third-Party Software Licensing

If you deploy the Software on Amazon Web Services, any software components provided and licensed by Amazon Web Services, Inc. are subject to their own terms and conditions. Datagrok is not responsible for these components. You are responsible for complying with Amazon Web Services, Inc.'s terms in respect of these components.

7. Entire Agreement

This SEULA is the entire agreement between you and Datagrok relating to its subject matter. The Principal License Agreement and this SEULA constitute the entire agreement for the use of Software as a BYOL on AWS Marketplace.

MP Toolbox - Press F9 to hide/unhide this menu