End-User License Agreement (EULA)

Traco Systems a.s. software

Preamble

This End-User License Agreement (“EULA”) is a legal agreement between the customer (“you”) and Traco Systems a.s. (“Traco”) governing your acquisition and use of Traco software (“Software”), whether obtained directly from Traco or through an authorised reseller or distributor (a “Reseller”, e.g. Avid). By installing or using the Software, or by clicking “accept”, you agree to be bound by this EULA. If you enter into this EULA on behalf of an entity, you confirm you have authority to bind that entity. This EULA also governs any free trial, and any Traco updates, supplements and support services, unless different terms accompany them.

1. License grant

Traco grants you a non-exclusive licence to use the Software for your internal business use, in accordance with this EULA and with the licence metric stated in the applicable order or quotation (for example, per concurrent user, per instance, or per MediaCentral platform). You are responsible for ensuring your environment meets the Software’s minimum requirements.

2. Subscription term

Where the Software is licensed on a subscription basis, the licence is valid only for the paid subscription term and expires at the end of that term unless renewed. On order, Traco issues a temporary licence valid for 60 days; upon receipt of full payment for the agreed period, the licence is extended for the full contracted term.

3. Licence transfer and reallocation

The licence is non-transferable except with Traco’s prior written consent. Traco may consent to the transfer or reallocation of licences between your own systems, sites or affiliates, provided that total concurrent use does not exceed the licensed quantities and the receiving site is bound by this EULA.

4. Restrictions

You may not: edit, alter, modify, adapt, translate or otherwise change the Software, or combine or incorporate it into other software; decompile, disassemble or reverse engineer the Software, except to the extent expressly permitted by applicable law; reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose beyond the licence granted; allow any third party to use the Software on its behalf or for its benefit; or use the Software in any way that breaches applicable law or the terms of this EULA.

5. Licence verification and over-usage

You shall keep accurate records of your use of the Software. On reasonable prior notice and no more than once per year, Traco may verify your compliance, including concurrent-user counts. If your actual use exceeds the licensed quantities, you shall pay for the excess use for the relevant period at Traco’s then-current rates, without prejudice to Traco’s other rights and remedies.

6. Intellectual property and ownership

The Software and all intellectual property rights in it (including copyright and any modifications) are and remain the exclusive property of Traco. No rights are granted other than the licence expressly set out in this EULA. Traco reserves the right to license the Software to third parties.

7. Warranty disclaimer

The Software is provided “as is” and “as available”. To the maximum extent permitted by law, Traco disclaims all warranties, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Traco does not warrant that the Software will be uninterrupted or error-free, or that it will operate with third-party products not qualified by Traco.

8. Limitation of liability

To the maximum extent permitted by law, Traco is not liable for any indirect, incidental or consequential loss, or for loss of profit, revenue, data or business, arising out of or in connection with the Software. Traco’s total aggregate liability shall not exceed the fees paid for the Software in the 12 months preceding the event giving rise to the claim. Nothing in this EULA limits liability that cannot be limited by law.

9. Data protection

Where the Software processes personal data, each party shall comply with applicable data-protection law, including the EU General Data Protection Regulation (GDPR). The Software is not intended for the processing of special categories of personal data.

10. Termination

This EULA is effective from your first use of the Software and continues until terminated or, for subscription licences, until the subscription term expires. You may terminate on written notice. It terminates immediately if you breach any term. On termination or expiry you must stop all use of the Software. Provisions that by their nature survive (including IP, warranty disclaimer, liability, confidentiality and governing law) continue after termination.

11. General

You may not assign this EULA without Traco's prior written consent; Traco may assign it within its group. You shall comply with applicable export-control and sanctions laws. If any provision is held invalid, the remainder continues in effect. This EULA, together with the applicable order, Commercial Terms & Conditions and SLA, is the entire agreement on its subject matter. No failure to enforce is a waiver. Force majeure events beyond a party's reasonable control excuse delay in performance.

12. Governing law

This EULA and any dispute arising out of or in connection with it are governed by the laws of the Slovak Republic, and the parties submit to the jurisdiction of the competent Slovak courts. Questions: info@traco.sk.

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