

KBPublisher Download License Agreement

This document contains the End User License Agreement between Elemental Notions LLC, herein referred to as "the company", "we", "us", and "our", and the End User (herein referred to as "you", "your", "yours", etc.). By installing and using KBPublisher (herein referred to as "the software"), you are agreeing to these terms and conditions.

1. TERMS AND DEFINITIONS

1. An "instance" of the software is a unique installation of the software on a system capable of running it, whether used for production purposes or for testing.
2. A "admin user" is a unique account installed in an instance of KBPublisher. Depending on their privileges, this user can create and/or manage articles and/or administer the knowledgebase.
3. A "end user" is a unique account installed in an instance of KBPublisher, used by one or more persons to read articles, download files and browse your knowledgebase.

2. RIGHT TO RUN

Your purchase of a KBPublisher license grants you the right to make use of a single instance of the software. You may temporarily install a second instance of KBPublisher on an internal development server for testing and deployment planning, but only one instance of KBPublisher shall be in operation (available for access to your admin users or end users).

If you wish to run more than one instance of KBPublisher, you must purchase an additional license for each additional instance. Modifications to the software or database to circumvent the one-license-one-board rule are prohibited.

3. LICENSEE

The Software is licensed only to you. You may not rent, lease, sublicense, sell, assign, pledge, transfer or otherwise dispose of the Software in any form, on a temporary or permanent basis, without the prior written consent of Elemental Notions LLC.

4. ACCURATE LICENSE INFORMATION

Your right to use a KBPublisher instance under a purchased license requires you to provide accurate information regarding the location (or planned location) of the software instance. You must maintain accurate contact information in your Members Area profile and maintain accurate location details for your software instance(s).

From time to time, we may inspect your registration integrity. No information about your server will be collected in this process. The only information checked will be your licence number and the domain on which KBPublisher is run.

5. ALTERATION OF SOURCE CODE

If you have purchased KBPublisher, which includes viewable source code, you are permitted to make modifications to the software to suit your needs, subject to these conditions:

1. You may not distribute the software or any portion thereof, or permit or cause to be exposed any portion of the source code to any other party without the express written consent of Elemental Notions LLC.
2. You may not attempt to circumvent any license validation checks.
3. All copyright notices must remain intact in the source code.

6. REMOVAL OF COPYRIGHT NOTICES

If you have not purchased a copyright removal license, all copyright notices included in the software (including in source code and templates) must remain intact. This includes "Powered by KBPublisher" and similar notices. You may, however, change the appearance of all other aspects of the interface.

If you have purchased the copyright removal license, you may remove the "powered by" link from one installation of KBPublisher. The copyright removal license does not allow you to remove or alter the KBPublisher logo in the KBPublisher control panel (Admin Area).

7. CIRCUMVENTION OF SOFTWARE LIMITS

If you have purchased a version of the software that includes restrictions on the maximum number of admin users, or the maximum number of and/or articles, you may not attempt to circumvent the internal checks performed by the software to ensure compliance with these restrictions.

8. VERIFICATION OF MINIMUM SERVER REQUIREMENTS

If you have purchased a license for a standalone instance of KBPublisher, it is your responsibility to verify your target equipment meets the minimum requirements specified by the software's documentation. Refunds are not offered.

9. LICENSE TRANSFER

We may, at our discretion, allow you to transfer your license to another party, providing the license:

1. has not already been transferred
2. was purchased more than 4 months ago
3. the members area access is active
4. the license was purchased at full cost (for example a 2nd license purchased at a discount cannot be transferred)

10. PUBLICITY

You grant Elemental Notions LLC the right to include your company's name as a customer on Elemental Notions's website and other advertising and promotional materials. Within thirty business days after your written request, Elemental Notions LLC will remove your company's name from the Elemental Notions website and will cease to include the name in Elemental Notions's other advertising and promotional materials.

11. DISCLAIMER OF LIABILITY

THE SOFTWARE AND THE ACCOMPANYING FILES ARE SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OF MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ELEMENTAL NOTIONS LLC, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

ELEMENTAL NOTIONS LLC SHALL HAVE NO RESPONSIBILITY IF THE SOFTWARE HAS BEEN ALTERED IN ANY WAY, OR FOR ANY FAILURE THAT ARISES OUT OF USE OF THE SOFTWARE WITH OTHER THAN A RECOMMENDED HARDWARE CONFIGURATION, PLATFORM OR OPERATING SYSTEM.

NEITHER ELEMENTAL NOTIONS LLC NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ELEMENTAL NOTIONS LLC OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. TERMINATION OF LICENSE

Elemental Notions LLC reserves the right to terminate your license if any clause of this agreement is found to have been violated.

13. ENFORCEABILITY

This Agreement constitutes the complete statement of the agreement between you and Elemental Notions LLC, and supercedes all representations, understandings or prior agreements between you and Elemental Notions LLC.

Elemental Notions LLC reserves the right to modify these terms at any time.

Article ID: 428

Last updated: 10 Feb, 2021

Updated by: Leontev E.

Revision: 6

Legal -> KBPublisher Download License Agreement

<https://www.kbpublisher.com/kb/entry/428/>