

END USER LICENSE AGREEMENT FOR YAK CORE AND YAK COMPONENTS

Please read this end user license agreement (hereinafter “**EULA**”) carefully before using our software programs YaK Core (hereinafter “**YaK Core**”) and/or YaK Components (hereinafter “**YaK Components**”) developed by dbi services SA (hereinafter “**dbi**”).

Because of their distinct purpose, the license we grant you is not the same for YaK Core and YaK Components. Whereas YaK Core operates independently of YaK Components, YaK Components only operate in conjunction with YaK Core.

I. YaK Core

YaK Core is made available to you by dbi under the GNU General Public License v.3 of June 29, 2007 (available at the address <https://www.gnu.org/licenses/gpl-3.0-standalone.html>). Please note that YaK Core does not grant you any right on YaK Components.

For more details see the license information in the corresponding GitLab project: <https://gitlab.com/yak4all/yak>

II. YaK Components

By using YaK Components, you accept this EULA and acknowledge you have read and understood all of its terms and conditions. An individual acting on behalf of an entity represents that he or she has the authority to enter into this EULA on behalf of that entity.

If you do not accept the terms of this agreement, then you shall not use YaK Components. All other agreements between you and dbi, including any service agreement that would be subject to dbi’s Sales and Service General Conditions, are expressly reserved.

Article 1. Presentation

YaK Components aim to extend the features of the YaK Core by providing the ability to deploy software such as and not limited to databases, web servers, application servers and clusters on top of the servers / instances deployed using YaK Core. YaK Components are based on the same central repository as the YaK Core and cannot be used independently.

YaK Components are distributed as 1 package/component per supported technology.

Article 2. License Grant

Subject to the following terms, dbi grants you a non-exclusive worldwide license to use YaK Components for your own or entity’s use only. You shall only modify the source code of any YaK Component for your own or your entity’s own needs only. You are not authorized to share, sell, distribute, or otherwise make available (including for free or commercially), YaK Components or any modification of their source code, unless you have been specifically authorized in writing by dbi.

For all terms not covered in this EULA (and in particular for your personal use), you can refer to the GNU General Public License v.3 of June 29, 2007 (available at the address <https://www.gnu.org/licenses/gpl-3.0-standalone.html>). For the sake of clarity, in case of any contradiction, this EULA preempts the GNU General Public License v.3 of June 29, 2007.

This EULA pertains solely to all YaK Components and does not limit your rights under, or grant you rights that supersede, the license terms of any particular component linked or in any way related to YaK Components.

Article 3. Liability

You are solely responsible for any consequences linked to any modification brought to YaK Components. You are also solely responsible for complying with this EULA and for any consequences in case of its violation. You shall take the necessary measures to prevent any third party to have access to YaK Components and its source code (including any modifications thereof).

Article 4. Fees

YaK Components are distributed to you by dbi as an annual subscription per component. The price of the subscription varies according to the number of YaK Components, the type of YaK component and the technologies supported by this or these YaK Components.

Each subscription to a YaK Component includes access to all releases and patches, the corresponding DMK package (<https://www.dbi-services.com/products/dmk-management-kit/>) when applicable as well as access to dbi services support and bug fixes.

Any and all services, such as and not limited to new features or consultancy, rendered in relation to YaK Components, including (without limitation) any supporting service, shall be subject to a separate agreement.

Article 5. Intellectual Property Rights

The names, logos, product and service names, designs, and other trademarks associated with YaK are owned by dbi and legally protected.

Article 6. Other dbi Software and/or Third Party Software

By definition, see Article 1, the YaK Components are used to deploy third party software. However, neither the YaK subscription nor the YaK usage provide any license rights on this third-party software. Therefore, you remain responsible for the compliance and respect of their corresponding license conditions and must contact dbi and/or the licensor of the applicable software. If you do not agree to abide by the applicable license terms for such software, then you shall not install it.

In addition, dbi may distribute other software from itself with YaK Components, which are not part of YaK Components. Such software is subject to its own license terms and not part of the YaK subscription except if specified in Article 4.

Article 7. Export Control

The license for YaK Components is exclusively subject to Swiss law, to the exclusion of any rules on conflict of laws. That being said, it is your own responsibility to verify if, in addition, you are subject to specific export control laws, in particular under the U.S. Commerce Department's Export Administration Regulations, including for any obligation to submit reports to the Commerce Department's Bureau of Industry and Security, the Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 and the Swiss Federal Act on the Control of Dual-Use Goods, Specific Military Goods and Strategic Good of 13 December 1996, or any applicable export limitations. These obligations and limitations apply to any and all use you would make of YaK Components.

Article 8. Other Provisions

If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by Swiss substantive law, to the exclusion of all rules on conflict of laws. Any claim relating to this EULA (including in relation to its validity and enforceability) or to YaK Components (as well as any of its components), shall be subject to the exclusive jurisdiction of the ordinary courts where the registered office of dbi is located.

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