

ArcaOS End User License Agreement

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“Warranty Period” - ninety (90) days, starting on the date you are granted the license.

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- ArcaOS Commercial Edition

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When you receive an update, fix, or patch to the Product or any portion of the Product, you accept any additional or different terms that are applicable to such update, fix, or patch. If no additional or different terms are provided, then the update, fix, or patch is subject solely to this Agreement. If the Product is replaced by an update, you agree to promptly discontinue use of the replaced Product.

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If the license is terminated for any reason by either party, you agree to promptly discontinue use of and destroy all copies of the Product. Any terms of this Agreement that by their nature extend beyond termination of this Agreement remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

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Arca Noae warrants that during the Warranty Period the Product media in which the Product is contained are free from defects in material and workmanship. Arca Noae further warrants that during the Warranty Period the Product shall operate substantially in accordance with the functional specifications in the User's Manual. Arca Noae LLC does not warrant uninterrupted or error-free operation of the Product.

If during the Warranty Period, a defect in the Product appears, you may return the Product to your distributor for either replacement or, if so elected by the distributor, refund of amounts paid by you for the Product. You agree that the foregoing constitutes your sole and exclusive remedy for breach by Arca Noae of any warranties made under this Agreement.

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12. Verification Process

You agree to create, retain, and provide to Arca Noae accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that your use of the Product is in compliance with the terms of this Agreement. You are responsible for 1) ensuring that you do not exceed your Authorized Use, and 2) remain in compliance with the terms of this Agreement. Arca Noae may verify your compliance with the terms of this Agreement in various ways as deemed appropriate by Arca Noae in its sole discretion, including, but not limited to, automated checks of trouble tickets, forum posts, mailing lists, and social media posts. Upon reasonable notice, and whenever practical, Arca Noae may also verify your compliance with the terms of this Agreement at all sites and for all environments in which you use (for any purpose) the Product. Such verification will be conducted in a manner that minimizes disruption to you or your business, and may be conducted on your premises, during normal business hours. Arca Noae may use an independent auditor to assist with such verification, provided Arca Noae has a written confidentiality agreement in place with such auditor.

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Arca Noae will notify you by email or in writing, using your currently available contact information, if any such verification indicates that you have used the Product in excess of its Authorized Use or are otherwise not in compliance with the terms of this Agreement. Arca Noae may also take any action it deems necessary to protect its interests and enforce compliance with the terms of this Agreement, including but not limited to take down orders. You agree to promptly correct any violation of this Agreement, or pay directly to Arca Noae the charges that Arca Noae specifies in an invoice for 1) any such excess use, 2) support for such excess use for the lesser of the duration of such excess use or two years, and 3) any additional charges and other liabilities determined as a result of such verification.

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15. Governing Law

This License Agreement shall be construed and governed in accordance with the laws of the State of Delaware, USA.

16. Dispute Resolution and Arbitration

All claims and disputes arising under or relating to this License Agreement are to be settled by binding arbitration in the state of Virginia USA or another location mutually agreeable to the Parties. The Parties shall have the right to conduct reasonable discovery prior to the commencement of the arbitration. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in computer information technologies and shall include a written record of the arbitration hearing. The Parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

17. Costs of Litigation

If any action is brought by either party to this License Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses of litigation, as appropriate under applicable jurisdiction.

18. Severability

Should any term of this License Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms in this Agreement.

19. No Waiver

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

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The Product contains Warp Component of OS/2 Warp 4.52 Install

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The Product contains SMP Pre-Req OS/2 Warp V4 Convenience Pack

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The Product contains the Doodle Screen Saver, SNAP, and Panorama.

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