

Public ▾

# End-User License Agreement (EULA)

Welkin

Last update: (see next page)

Owner: CEO

Author: Product Team

Classifications:

**| Public:** Okay to put on our website. **| Internal:** Elastisys use only.

**| Confidential:** As needed internally depending on working group **| Customer data:** Never shared

Last updated 2026-03-09.

Previous versions of the EULA are located at  
<https://github.com/elastisys/eula/commits/main/eula.md>

# End-User License Agreement (EULA)

**IMPORTANT – READ BEFORE INSTALLING OR USING THIS SOFTWARE**

**YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE BY INSTALLING, HAVING INSTALLED, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE SOFTWARE.**

This End User License Agreement ("EULA") applies to the software product(s) ("Software") you license from us on a stand-alone basis or as part of a Managed Service you purchase from us or an Elastisys authorized partner. This EULA is a legal agreement between you ("Customer", "you" or "your") and Elastisys AB, org. no. 556873-6135, a company incorporated under the laws of Sweden ("Elastisys," "we", or "us").

## **0. Definitions.**

The following terms and expressions shall in this document, when capitalized, have the meanings assigned to them in this section.

**AFFILIATE(S)** means, with respect to either party, any company, corporation, partnership or other entity, directly or indirectly, controlling, controlled by, or under common control with, such party where "control" is defined as having rights to more than 50% of the equity, ownership or voting rights for such entity.

**AGREEMENT** means the Order, this EULA (including all appendices), any Data Processing Agreement between the Customer and Elastisys, and any additional agreements, documents or terms which incorporate this EULA by reference.

**CUSTOMER** means the legal entity that has entered into the Agreement with Elastisys, specified in the Order.

**ORDER** means the signed business contract between the Parties.

**PARTIES** refers to both Elastisys and the Customer, collectively.

**SOFTWARE TERM** shall have the meaning as set forth in Section 2.1.

**TERRITORY** refers to the country/countries set out in the Order subject always to applicable export control and economic sanctions laws.

## 1. Grant of Rights.

1. **License.** Subject to your compliance with the EULA, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to install, use, access, and display the Software in object code form for your internal business purposes during the license term within the Territory and in compliance with Section 6 (Export Control).
2. **Documentation.** You may use the user manuals, technical manuals, license file, sales materials, your quote, and any other materials provided by us, in printed or electronic form, that describe, restrict, or enable the installation, operation, use, or technical specifications of the Software ("Documentation") solely in support of the licensed use of the Software in accordance with the EULA.
3. **Reservation of Rights.** Other than as specifically described in the EULA, we retain all right, title, and interest in the Software, our trademarks, patents, copyrights, trade secrets, and other intellectual property rights.

## 2. Term.

The Software is licensed to you in accordance with this section, and such license may be terminated as described in the EULA.

1. **Software Term.** Unless otherwise set forth in the Agreement, the Software is licensed to you for the term set forth in the applicable quote (the "Initial Subscription Term"). Upon expiration of the Initial Subscription Term, your subscription for the Software may be renewed for additional one-year terms upon mutual agreement of the parties. The Software is not licensed on a perpetual basis.
2. **Use by Affiliates.** All usage rights for the Software granted to you under the EULA shall extend to your Affiliates provided that: (i) use of the Software by your Affiliates is in accordance with the EULA; (ii) your usage rights shall not constitute a right to sublicense the Software; and (iii) the Software shall remain under your control at all times. You will be responsible for your Affiliates' use of the Software.

### 3. Restrictions.

1. **Compliance with the Documentation.** Your use of the Software must comply with the EULA and the applicable Documentation, including, but not limited to, any restrictions on the number of CPUs, number of authorized copies or instances, non-production use, or location restrictions. We (or a third party authorized by us) may review your use of Software and/or require you to use license management or reporting tools or Software components to provide us with true, accurate, and timely reports regarding your use of the Software. In addition to other available rights and remedies, we may disable your use of Software that does not comply with the Documentation.
2. **Versions.** Your use of the Software may be limited to certain versions, as set forth in the applicable Documentation (for example, a "version plus" license may be limited to a certain number of major updates). If the Documentation contains such limitations, your use of versions or releases of Software not permitted in the Documentation is prohibited.
3. **Other Restrictions.** Except as otherwise expressly permitted in the EULA, you must not, and must not allow any Affiliate, agent, or third party to: (1) copy (except to make one archival copy for backup and disaster recovery purposes), modify, or create derivative works of the Software or Documentation; (2) sell, sub-license, rent, provide access as a service bureau, grant usage rights, or transfer or assign the Software, any data incorporated into the Software, or any Documentation to any third party; (3) disassemble, decompile, reverse engineer, or otherwise derive or attempt to derive the source code of the Software or any data incorporated into the Software except as required by law for interoperability purposes, and then only after you have given us an opportunity to resolve any interoperability issue; or (4) defeat, circumvent, or disable any reporting, copy protection, or other mechanism in the Software used to limit usage in accordance with the EULA and applicable Documentation.
4. **Use of Non-Production and Evaluation Software.** Software designated as "non-production", "non-commercial", "lab", "preview" or "development" in the applicable Documentation ("Non-Production Software") may be used only to conduct testing and development in your non-production environment and may not manage applications in the ordinary course of your business. Software designated as "evaluation," "test," "trial," or similar in the applicable Documentation ("Evaluation Software") may be used only for your internal demonstration, test, or evaluation purposes and not in a production environment. Evaluation Software has a non-perpetual time-limited license

that, depending on the Software, will disable the Evaluation Software upon expiration of the evaluation period. You will not use any Evaluation Software after the expiration of the evaluation period. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS EULA, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, FOR NON-PRODUCTION AND EVALUATION SOFTWARE AND IT IS PROVIDED ON AN "AS IS" BASIS.

## **4. Third Party Materials.**

- 1. Open Source Components.** Portions of the Software contain open source software ("Open Source Components") licensed under the terms of the applicable open source licenses ("Open Source Licenses"). By using the Software, you are bound by and shall comply with the Open Source Licenses. A listing of the Open Source Components and links to the Open Source Licenses is included in the Documentation. You may reference the applicable Software's open source notices and software acknowledgments at <https://elastisys.io>. If the terms of the Open Source Licenses require us to make available the corresponding source code and/or modifications (the "Open Source Code"), you may obtain the Open Source Code at <https://github.com/elastisys> (or any successor website designated by us) or by sending a written request to us at the notice address specified in the EULA. All requests should identify the requested Open Source Code, the applicable Software (and any available version information) licensed from us in connection with the requested Open Source Code, your name, email address, and the postal address for delivery of the requested Open Source Code. You must request a copy of the Open Source Code within three (3) years of the date you accepted the EULA.

## **5. Collection and Use of Product Information.**

You consent to the collection and use of certain information about the Software, including, but not limited to, hardware serial number, appliance part number, disk configuration, memory amount, as well as periodic updates for software, databases, etc. You further consent that the Software may collect, use, transmit to us, process, and maintain information related to the Software for purposes of providing the Software and any features therein, determining fees in accordance with the Documentation and Software Terms, and verifying or enforcing compliance with the Documentation. Information collected by the Software and transmitted to us may also include technical or diagnostic information related to your use that may be used by us to support, improve, and enhance our products

and services. Depending on the Software and/or licensed pricing tier for such Software, you may be permitted to opt out of the collection and use of such information by configuring the Software to disable these features.

## **6. Export Control.**

Our Software incorporates dual-use cryptography. You acknowledge that the Software, the Documentation and any related technical data may be subject to export control and economic sanctions laws and regulations of Sweden, the European Union and its Member States, the United States and other applicable jurisdictions, which you agree to comply with at all times.

In addition, you are responsible for obtaining any required export, re-export or import licenses or other governmental approvals for your use of the Software. You agree that you will not export, re-export, transfer, make available or otherwise provide access to the Software or any related technical data, directly or indirectly, to any country, person or entity (a) to which such export, re-export, transfer or access is prohibited under applicable export control or economic sanctions laws (including any country or territory subject to comprehensive U.S., EU, UK or UN sanctions); (b) whom you know or have reason to know will use the Software or any portion thereof in connection with the design, development or production of nuclear, chemical or biological weapons, missile technology or other weapons of mass destruction; or (c) who is listed on, or owned or controlled by one or more persons listed on, any applicable restricted party or sanctions list, including those maintained by the European Union, the United States or the United Nations Security Council.

## **7. Limited Warranty, Exclusive Remedy, and Disclaimer.**

- 1. Limited Warranty.** Except as specifically stated in this Section 7, a separate agreement with Elastisys, or a license for a particular component, to the maximum extent permitted under applicable law, the Software is provided and licensed “as is” without warranty of any kind, express or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Elastisys warrants, exclusively to Customer, that the media on which the Software is provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. Elastisys does not warrant that the functions contained in the Software will meet your requirements or that the operation of

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2. **Exclusive Remedy.** Your exclusive remedy under this limited warranty is that, during the Warranty Period and at no cost to you we will, at our option, either replace defective media or Documentation, or undertake reasonable efforts to modify or replace the Software to correct any material non-conformance with the Documentation.
3. **Restrictions.** The foregoing limited warranties do not apply if the Software:
  1. has been altered, except by us or a representative designated by us or in accordance with our instructions;
  2. has not been installed, operated, updated, or maintained in accordance with our instructions;
  3. has been subjected to abnormal conditions, misuse, negligence, or accident; or
  4. has been operated outside of the environmental specifications for the Software or otherwise used outside of the Territory.
4. **Disclaimer.** EXCEPT FOR THE WARRANTIES SPECIFICALLY DESCRIBED IN SECTION 7.1 ABOVE, WE AND OUR LICENSORS DISCLAIM ANY AND ALL WARRANTIES AND GUARANTEES, EXPRESS, IMPLIED, OR OTHERWISE, ARISING WITH RESPECT TO THE PRODUCTS, DATA, SPECIFICATIONS, OR DOCUMENTATION DELIVERED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, WARRANTY OF NON-INFRINGEMENT OR TITLE, AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE IS PROVIDED "AS IS." WE DO NOT WARRANT THAT THE SOFTWARE IS ERROR FREE, THAT IT WILL OPERATE WITH ANY SOFTWARE OR HARDWARE OTHER THAN THAT PROVIDED BY US OR SPECIFIED IN THE DOCUMENTATION, OR THAT THE SOFTWARE WILL SATISFY YOUR SPECIFIC REQUIREMENTS. WE MAKE NO WARRANTY CONCERNING THE COMPLETENESS OR ACCURACY OF THE DATA OR INFORMATION OBTAINED OR DERIVED THROUGH THE USE OF THE DATA INCLUDED IN THE SOFTWARE AND THE DATA IS PROVIDED "AS IS." WE HAVE NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATIONS OR WARRANTIES OTHER THAN AS PROVIDED ABOVE OR TO OTHERWISE MODIFY THIS EULA.

## 8. Infringement.

1. **Exclusive Liability.** Should it be established that your use of the Software constitutes an infringement of any third party's intellectual property rights in the Territory, we shall, at our own discretion, (i) procure for you the right to continue using the affected Software; (ii) modify the affected Software so that it does not infringe; (iii) replace the affected Software with functionally equivalent software so that it does not infringe; or, (iv) reclaim the Software.
2. **Restrictions.** We will not be liable for any claim of infringement based on: (1) use of a superseded release of the Software where the subsequent release is available to you at no cost and is non-infringing; (2) use of the Software in combination with equipment or software not supplied by us (including Open Source Components) where the Software would not itself be infringing; (3) use of the Software in an application or environment not described in the Documentation; (4) software or technology not developed by us; (5) Software altered or modified in any way by anyone other than us or our authorized agents; (6) your continued use of the Software after we notify you to discontinue use due to such a claim; or (7) any other use of the Software in violation of this EULA.

## 9. EXCLUSIONS AND LIMITATIONS OF LIABILITY.

1. **Indirect and Consequential Damages.** NEITHER PARTY WILL HAVE ANY LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY), OR OTHERWISE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF USE, DAMAGE TO, LOSS OF, OR CORRUPTION OF DATA (WHETHER DIRECT OR INDIRECT, AND WHETHER OR NOT CONSTITUTING TANGIBLE PROPERTY DAMAGE), LOSS OF REPUTATION, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF BUSINESS, LOST PROFITS, ANTICIPATED SAVINGS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE OR OTHER GOODS OR SERVICES FURNISHED TO YOU BY US, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. **Direct Damages.** OUR COLLECTIVE, AGGREGATE LIABILITY UNDER THIS EULA WILL NOT EXCEED FIFTY (50) PERCENT OF THE AMOUNT PAID FOR THE SOFTWARE IN THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

3. **Disclaimer; Exclusions.** THE LIMITATIONS AND EXCLUSIONS CONTAINED IN THIS SECTION WILL APPLY NOTWITHSTANDING ANY FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER THIS EULA. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO: (1) YOUR BREACH OF SECTION 3 (RESTRICTIONS); (2) YOUR PAYMENT OBLIGATIONS, IF ANY, TO US; (3) YOUR MISUSE OR MISAPPROPRIATION OF OUR INTELLECTUAL PROPERTY, INCLUDING TRADE SECRETS; (4) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (5) DAMAGES THAT CANNOT BE EXCLUDED AS A MATTER OF APPLICABLE LAW. TO THE EXTENT PERMITTED BY LAW, OUR LICENSORS WILL NOT HAVE ANY LIABILITY FOR ANY DIRECT DAMAGES OF ANY KIND UNDER THIS EULA.

## 10. Termination.

Either party may terminate this EULA by written notice to the other party if the other party materially breaches this EULA and, with regard to breaches that are capable of cure, such breach remains uncured for 30 days after the non-breaching party provides written notice, or immediately upon written notice for breaches that are incapable of cure. Upon termination or expiration of this EULA, you will stop all instances running in your private network and destroy any copies of the Software and Documentation in such network (and all copies or portions thereof) and stop all instances of the Software running in a Cloud Provider environment.

## 11. Support.

Unless otherwise described in the Documentation or Software Terms, maintenance and support for Software is not provided under this EULA and must be purchased separately.

## 12. General.

1. **Governing Law and Dispute Resolution.** The Agreement shall be governed by and construed in accordance with the laws of Sweden. Any dispute, controversy or claim arising out of, or in connection with, the Agreement, or the breach, termination or invalidity of the Agreement shall be finally and exclusively settled by arbitration administered by the SCC Arbitration Institute (the "**SCC**"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules

shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The place of the arbitration proceedings shall be Stockholm, and the language of the proceeding shall be English, unless both Parties are Swedish entities. In such case, the language of the proceeding shall be Swedish.

2. **Notice.** Any notice required or permitted to be given by either Party under this Agreement shall be in writing and may be delivered by hand, by courier, sent by registered airmail letter, or electronic mail. Any notice shall be deemed to have been received when actually delivered or
  - when left at the address of the recipient, receipt confirmed;
  - five (5) days after the date of posting it with ordinary mail; or
  - where sent by email, on the day following receipt by the sender of an email confirmation, generated by the machine (or computer) from which the notice was sent, indicating that the notice was sent in its entirety to the recipient's email address, as applicable.

All notices shall be sent to the contact details specified in the Order.

3. **Force Majeure.** If either party is unable to perform any obligation under this EULA, other than payment obligations, due to any cause beyond the reasonable control of such party, the affected party's performance shall be extended for the period of its inability to perform due to such occurrence.
4. **Assignment.** This EULA and the rights and obligations herein may not be assigned or transferred, in whole or in part, by you without our prior written consent. Any assignment in violation of this provision is void and without effect. Upon any permitted assignment or transfer, this EULA or the relevant provisions shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. No provision, right, or privilege shall be waived by any act, delay, omission, or acquiescence by any party or a party's agents or employees and may be waived only by a written instrument executed by both parties. No waiver of any breach or default of this EULA shall be effective as to any other breach or default, whether of the same or any other provision and whether occurring prior to, concurrent with, or subsequent to such waiver.
5. **Enforceability.** If any provision is held to be invalid, illegal, or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this EULA otherwise remains in effect and fully enforceable.