

SetUserFTA Licensed Edition End User License Agreement

This End User License Agreement (EULA) governs the SetUserFTA Licensed Edition and any licensed add-ons supplied by Kolbicz IT. It does not apply to the SetUserFTA Personal Edition unless expressly stated.

Definitions and License Grant

"Licensor" means Kolbicz IT. "Licensee" means the organization identified in the accepted quote or license file. "Software" means the SetUserFTA Licensed Edition, its documentation, and any licensed add-ons expressly included in the accepted quote.

Subject to payment of the applicable fees and compliance with this EULA, the licensor grants the licensee a non-exclusive, non-transferable right to use the software within the scope, quantity, organization, and maintenance period specified in the accepted quote and corresponding license file.

License Scope and Order of Precedence

The accepted quote and corresponding license file define the license type, licensed quantity, authorized organization, maintenance period, and any special conditions. In the event of a conflict, the accepted quote governs commercial details and this EULA governs use of the software. A separately signed written agreement takes precedence over both.

Restrictions and Transfer

Except as expressly permitted by applicable law for interoperability purposes, the licensee may not decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the software. The licensee may not modify, rent, lease, sell, redistribute, sublicense, or create derivative works from the software.

The license may not be transferred, assigned, sublicensed, or made available to another legal entity without the prior written consent of the licensor. Any rights expressly granted for an MSP or another special license type in the accepted quote remain unaffected.

Ownership and Intellectual Property

The software and all associated intellectual property rights remain the exclusive property of the licensor or its licensors. This EULA grants a limited right of use only and transfers no ownership rights to the licensee.

Trial and Evaluation Licenses

Trial and evaluation licenses may be used only for internal testing during the stated evaluation period. They may not be used for production deployment, resale, or delivery of services to third parties. The licensor may limit or disable an evaluation license when the evaluation period ends.

License Term and Activation

The license becomes effective on the date encoded in the license file, unless otherwise agreed in writing, and remains valid until terminated in accordance with this EULA. The software uses a license file placed in the same directory as the software. Where supported, license information may instead be stored in the Windows Registry.

Kolbicz IT



License Management and Usage Responsibility

SetUserFTA does not collect or transmit license usage data. For user-based licenses, the licensee is responsible for ensuring that the number of authorized users does not exceed the licensed quantity. The licensor permits a tolerance of up to 10% above that quantity. If the tolerance is exceeded, the licensee must purchase the required additional licenses. Other license types are governed by the scope stated in the accepted quote.

Updates, Maintenance and Support

Unless the accepted quote states otherwise, the license includes an initial maintenance period of one year. During that period, the licensee may use software versions released within the maintenance period. The license itself does not expire, but versions released after the maintenance period may not be used unless maintenance is renewed.

Updates are supplied through the customer portal. Maintenance does not include consulting, deployment assistance, guaranteed response times, custom development, or other support services unless separately agreed in writing.

Compatibility and Licensee Responsibilities

Microsoft and other platform providers may change their products in ways that affect or prevent the software from operating. The licensor will use commercially reasonable efforts to investigate compatibility issues, but does not guarantee compatibility with future operating-system versions or updates, or that compatibility can always be restored.

The licensee is responsible for evaluating the software in its own environment before production deployment, maintaining appropriate backups and recovery procedures, and verifying the results of automated deployments.

Data Privacy and Security

The licensee is responsible for complying with the data-protection and security requirements applicable to its use of the software. The software does not transmit telemetry, usage information, configuration data, or license usage data to the licensor or external services. The licensee remains responsible for the security and configuration of the environment in which the software is operated.

Warranty Disclaimer and Antivirus Detection

To the maximum extent permitted by applicable law, the software is provided "as is" and without express or implied warranties, including warranties of merchantability, fitness for a particular purpose, uninterrupted operation, or compatibility with future platform changes.

To the best of the licensor's knowledge at the time of delivery, the software does not contain intentionally introduced malicious functionality. Antivirus and endpoint-security products may nevertheless classify the software incorrectly or produce false-positive detections.

Limitation of Liability

To the maximum extent permitted by applicable law, the licensor is not liable for indirect, incidental, consequential, or special damages, or for loss of profit, revenue, data, business opportunity, or business interruption arising from or related to the software.

The licensor's aggregate liability arising from or related to the software is limited to the license fees paid for the affected license during the 12 months preceding the event giving rise to the claim. If no license fees were paid during that period, the limit is the amount originally paid for the affected

Kolbicz IT

license. These limitations do not apply to liability that cannot lawfully be excluded or limited, including liability for intentional misconduct or gross negligence.

Business Customers and Refunds

The Licensed Edition is offered exclusively to organizations and not to consumers acting for private purposes. License fees are non-refundable after delivery of the software or license file. This does not limit any refund or remedy that cannot legally be excluded, including in cases of non-delivery, incorrect delivery, or material defects that the licensor does not remedy within a reasonable period.

Acceptance of Agreement

By accepting a quote, placing an order, downloading the software, or using the software, the licensee confirms that it has had an opportunity to review this EULA and agrees to be bound by it. If the licensee does not agree, it must not download, install, or use the software.

Termination

The licensee may terminate the license at any time by permanently deleting all copies of the software and ceasing all use. The licensor may terminate the license if the licensee materially breaches this EULA and does not remedy the breach within 30 days after written notice.

The licensor may terminate the license immediately in the event of unauthorized distribution, resale, deliberate circumvention of licensing restrictions, or unlawful use. Upon termination, the licensee must cease using the software and permanently delete all copies. Termination does not create a right to a refund except where mandatory law requires otherwise.

Applicable Law and Jurisdiction

This EULA is governed by the laws of Switzerland, excluding its conflict-of-law rules. The ordinary courts at the registered place of business of the licensor have exclusive jurisdiction, subject to any mandatory jurisdiction rules.

Company Information

The software is developed and distributed by Kolbicz IT, UID CHE-226.798.441, with its business address at c/o Business Incubator GmbH, Hertistrasse 23, 8304 Wallisellen, Switzerland.

Final Provisions

This EULA, together with the accepted quote and any separately signed written agreement, constitutes the entire agreement concerning the software and supersedes prior statements or arrangements concerning its subject matter. Amendments must be made in writing.

If any provision of this EULA is invalid or unenforceable, the remaining provisions remain in full force and effect. The invalid or unenforceable provision shall be replaced, to the extent permitted by law, by a valid provision that most closely reflects its intended commercial purpose.

Version: 1.4 | Effective Date: September 17, 2026

KolbiczIT