

End User License Agreement (EULA)

Arboretum is a piece of software created to add sitemap functionality to Contentful based on the native Contentful content model. It is used to view and edit a website sitemap in Contentful.

This End User License Agreement (“EULA”) governs the relationship between you and Bright IT GmbH, located and registered at Am Rain 383, 6135 Stans, Austria (hereinafter “Bright IT”, “we”, “us” or “our”) concerning your using the application and API services (collectively, the “Service”) that Bright IT Arboretum (“Arboretum”) is composed of.

By installing the Service or any updates thereto (as permitted by this License Agreement), you indicate that you agree to be bound by all of the terms and conditions of this License Agreement, and that you accept this License Agreement.

Unless otherwise agreed in writing, Arboretum when installed through Contentful or a direct installation link, is licensed to you for use only under the terms of this License Agreement. Bright IT reserves all rights not expressly granted to you.

Arboretum is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, no warranties are given to you by Bright IT.

Scope of License

This license will also govern any updates of Arboretum provided by Bright IT that replace, repair, or supplement prior versions.

You may not share or make Arboretum available to third parties, sell, rent, lend, lease or otherwise redistribute Arboretum.

You may not reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of Arboretum, or any part thereof.

You may not copy or alter Arboretum, or portions thereof. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time.

Violations of the obligations mentioned above, as well as the attempt of such infringement, may

be subject to prosecution and damages.

Bright IT reserves the right to modify the terms and conditions of licensing.

Nothing in this license should be interpreted to restrict third-party terms. When using Arboretum, you must ensure that you comply with applicable third-party terms and conditions.

Maintenance and Support

Bright IT not obligated, expressed or implied, to provide any maintenance, technical or other support for Arboretum. You acknowledge that Bright IT has no obligation whatsoever to furnish any maintenance and support services with respect to Arboretum.

Liabilities and Warranty

To the maximum extent permitted by applicable law, Bright IT shall not be liable for any indirect, incidental, consequential, or punitive damages arising from the use of Arboretum. Bright IT takes no accountability or responsibility for any damages caused due to a breach of duties according to this License Agreement.

To avoid data loss, you are required to make regular backups of your Contentful project data.

Dispute Resolution

You agree to first attempt to resolve disputes informally by contacting Bright IT at support@bright.global.

In case disputes cannot be resolved informally, you consent to resolve disputes through binding arbitration in accordance with the rules and procedures of the American Arbitration Association, subject to applicable law.

Monitoring

Bright IT reserves the right to monitor the use of Arboretum and take appropriate action to prevent, detect, or address violations of this EULA or applicable law, including suspending or terminating your Service.

Applicable Law

This EULA shall be governed by and construed in accordance with the laws of Austria. Any disputes arising from this EULA or the use of Arboretum shall be subject to the jurisdiction of the court of Innsbruck, Austria.

Last updated on October 10, 2023