End User License Agreement (EULA)

1. Introduction

This End User License Agreement ("Agreement") is a legal agreement between you (either an individual or a single entity, referred to hereafter as "Licensee") and S-Tier Building Automation, LLC ("Company"). This Agreement governs the Licensee's use of our software, including all related documentation, updates, and upgrades that replace or supplement the software in any respect and which are not distributed with a separate license (the "Software").

2. Grant of License

The Company grants the Licensee a non-exclusive, non-transferable, limited license to use the Software solely for internal business purposes and for resale to end users under the terms of this Agreement.

3. License Types

- **Perpetual License**: Licensee pays a one-time fee to use and resell the Software indefinitely.
- **Subscription License**: Licensee pays recurring fees to use and resell the Software for a specified term. Failure to renew the subscription will result in termination of the license.

4. Resale Rights

- Licensee is authorized to resell the Software to third-party end users, subject to the terms of this Agreement. Resale must include this EULA to ensure end users comply with all usage terms.
- Licensee agrees not to provide the Software under terms that contradict or are less restrictive than this Agreement.

5. Restrictions

Licensee may not:

- Modify, translate, or create derivative works based on the Software without written permission from the Company.
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software.
- Sub-license, rent, or lease the Software; rights given to the Licensee are provided on a pass-through basis to end users only and are not for further distribution.

6. Intellectual Property Rights

The Software and all intellectual property rights therein are and shall remain the property of the Company or its suppliers. This Agreement does not transfer to Licensee any rights of ownership in the Software.

7. Termination

This Agreement remains effective until terminated. Licensee may terminate it at any time by ceasing to use and deleting all copies of the Software. It will also terminate immediately upon Licensee's failure to comply with any term of this Agreement.

8. Disclaimer of Warranties

The Software is provided "as is," with all faults, defects, bugs, and errors. No warranties are made concerning the quality, functionality, or suitability of the Software, expressed or implied, including warranties of fitness for a particular purpose.

9. Limitation of Liability

The Company will not be liable for any indirect, special, incidental, or consequential damages arising out of this Agreement, including losses or damages from the resale of the Software.

10. Governing Law

This Agreement shall be governed by the laws of the state/country in which the Company is headquartered.

11. General Provisions

This Agreement may only be amended in writing by an authorized representative of the Company. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

12. Contact Information

For questions about this Agreement or the Software, please contact tfedorko@stierbuildings.com.