

ReadStore Basic 30 Day Free Trial Terms of Use

Effective Date: 29.10.2024

1. Introduction

This Agreement is between you ("End User") and EVOBYTE Digital Biology Dr. Jonathan Alles ("Provider"). It covers the ReadStore Basic software ("Software").

This Agreement only applies to the 30-Day Free Trial version of the Software, which is provided for evaluation purposes only, at no cost. The demo version is not intended for production use and should not be relied on for critical or long-term tasks.

The Software also includes any updates, add-ons, or technical documentation provided by the Provider after you obtain the initial copy.

Please note, this Agreement does not cover components licensed under an open-source license, such as the ReadStore Command Line Interface (CLI) or the ReadStore Python and R Software Development Kits (SDKs). These open-source components are available as standalone installations or packages and can be used under the respective open-source license terms.

2. Acceptance of Terms of Use Agreement

By clicking the "Accept Terms of Use and Privacy" checkbox and requesting a demo license key, you agree to the terms of this Agreement.

Alternatively, you can accept these terms through written consent, such as by email.

3. Fees and Charges

The ReadStore 30 Day Free Trial is free of charge.

4. Eligibility

Each user can request the free trial license only once. The trial license key is for a one-time, limited evaluation period and cannot be used to extend or renew a previous trial.

5. License and Use of Software

All licenses under this 30-Day Trial Agreement are non-exclusive, non-transferable, and non-sublicensable, allowing installation and evaluation of the Software only.

Unless otherwise agreed, the Software will be delivered electronically and is considered fully delivered and accepted upon download by or on behalf of the End User.

Certain features and data access will be disabled at the end of the trial period. The Provider will have no liability to the End User once the trial ends.

The Software is licensed, not sold. End User may choose to pay for a commercial license to continue using the Software after the trial expires, which requires a separate agreement.

A valid license key is required from the Provider to use the Software. Using or accessing the Software without a valid key is strictly prohibited and may lead to termination of this license.

End User may not alter, modify, adapt, decompile, reverse engineer, or disassemble the Software.

License rights under this Agreement are non-exclusive and non-assignable. End User may not rent, lease, sublicense, or create derivative works based on the Software. End User also may not remove or alter any copyright or proprietary notices from the Software.

Use of the Software must strictly comply with the terms of this Agreement.

6. Trial Period

The trial period starts once the trial license key is sent to the End User by email or other electronic means and lasts for 30 days. The trial ends automatically, without any charges for the End User.

During the trial, the End User may extend access by purchasing a commercial license. The End User also has the right to cancel the trial at any time by notifying the Provider via email at license@evo-byte.com. Upon cancellation, the End User will lose access to all data stored or generated with the Software.

At the end of the trial period, access to all stored or generated data will be discontinued. It is the End User's responsibility to back up any data they wish to keep before the trial ends. Access can be restored by purchasing a commercial license, which involves a separate agreement between the End User and the Provider.

7. Termination

The Provider may terminate this Agreement and revoke access to the Software at any time, without notice, if the End User breaches any terms of this Agreement, including unauthorized use or misuse of the Software.

8. User Data and User Responsibility

The End User owns all rights, title, and interest in the data uploaded or input into the Software, as well as the End User's confidential information.

The End User is responsible for securely storing passwords, database files, backups, and other secrets associated with the Software. The End User must follow the installation procedures described in the accompanying software manual and/or README file, in particular regarding changing and storing passwords and keys as described.

The End User must ensure secure storage and management of any database files created, used, or stored with the Software. This includes taking appropriate measures to protect data against loss, unauthorized access, or corruption. Setting up a secure directory for backups is also the End User's responsibility.

The End User is responsible for secure hosting and deployment of the Software.

The Provider assumes no responsibility for data uploaded, processed, or stored by the End User during the trial period. The End User is solely responsible for the security, accuracy, and compliance of their data with applicable laws and regulations. The Provider does not monitor, validate, or assume liability for user-uploaded data.

The End User must ensure that any additional users who access or interact with the demo are informed of the terms, limitations, and intended use of the Software.

9. Updates and Modifications to Terms

The Provider reserves the right to modify or update these Terms of Use at any time. The End User will be notified of material changes through:

Email Notification: A notice will be sent to the email address provided by the End User.

Changes are effective immediately unless otherwise specified. Continued use of the Software after changes constitutes acceptance of the new terms. If the End User disagrees with the updated Terms, they must stop using the Software and notify the Provider to terminate their trial or license.

10. Data Collection and Privacy

For the demo, the Provider collects data to provide software access, gather user feedback, offer technical support, and inform users about updates and features. Collected data includes contact details like email, name, organization, role, and phone number. This data is stored securely and retained only for the demo period unless otherwise specified.

Data is processed in compliance with GDPR. For more details, refer to our [Privacy Policy](https://evo-byte.com/privacy-policy/) (<https://evo-byte.com/privacy-policy/>).

11. Ownership and Intellectual Property Rights

All rights, title, and interest in the Software—including source code, design, features, graphics, trademarks, logos, and all other elements—are the exclusive property of the Provider.

12. Disclaimer of Warranties and Limitation of Liability

The Software is provided "as is" and "as available," without any warranties, express or implied. The Provider makes no guarantees regarding performance, reliability, completeness, or suitability for any particular purpose.

The Provider is not liable for any damages, losses, or expenses (including direct, indirect, incidental, consequential, special, or punitive damages), or any data loss or corruption resulting from use or inability to use the Software during the trial period.

13. Indemnification

The End User agrees to indemnify, defend, and hold harmless the Provider from all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorney's fees) arising from:

Violation of Agreement: Any breach of this Agreement by the End User, including unauthorized use of the Software.

Misuse of Software: Any improper or illegal use of the Software, including actions that violate third-party rights or laws.

User Data: Claims resulting from data uploaded, inputted, or processed by the End User, including issues with accuracy, legality, or storage.

Third-Party Claims: Claims brought against the Provider by third parties due to the End User's actions or misuse of the Software.

The End User must promptly notify the Provider of any such claims and cooperate fully in the defense. The Provider reserves the right to assume exclusive control of any matter subject to indemnification, and the End User must cooperate in asserting any available defenses.

14. Governing Law and Jurisdiction

These Terms of Use are governed by and construed in accordance with the laws of the Federal Republic of Germany. Any disputes arising from or related to these Terms of Use, the software, or the trial period shall be subject to the exclusive jurisdiction of courts in Mainz, Germany.

15. Contact Information

For license related questions or requests please contact

license@evo-byte.com

EVOBYTE Digital Biology Jonathan Alles

Wallaustraße 79

55118 Mainz

Germany

info@evo-byte.com

www.evo-byte.com

16. Open Source Libraries and Licenses

The software makes use of the following Open Source libraries.

- Django (<https://www.djangoproject.com/>) (BSD 3-Clause "New" or "Revised" License)
Copyright (c) Django Software Foundation and individual contributors

- djangorestframework (<https://www.django-rest-framework.org/>) (BSD 3-Clause "New" or "Revised" License)

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- requests (<https://requests.readthedocs.io/en/latest/>) (Apache License Version 2.0)

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- gunicorn (<https://gunicorn.org/>) (MIT License)

2009-2024 (c) Benoît Chesneau <benoitc@gunicorn.org>

2009-2015 (c) Paul J. Davis paul.joseph.davis@gmail.com

- pysam (<https://pysam.readthedocs.io/en/latest/api.html>) (MIT License)

Copyright (c) 2008-2009 Genome Research Ltd.

- pyyaml (<https://pyyaml.org/>) (MIT License)

Copyright (c) 2017-2021 Ingy döt Net

Copyright (c) 2006-2016 Kirill Simonov

- streamlit (<https://streamlit.io/>) (Apache License Version 2.0)

Copyright (c) Streamlit Inc. (2018-2022) Snowflake Inc. (2022-2024)

- pydantic (<https://docs.pydantic.dev/latest/>) (MIT License)

Copyright (c) 2017 to present Pydantic Services Inc. and individual contributors.

- pandas (<https://pandas.pydata.org/>) (BSD 3-Clause "New" or "Revised" License)

Copyright (c) 2008-2011, AQR Capital Management, LLC, Lambda Foundry, Inc. and PyData Development Team

Copyright (c) 2011-2024, Open source contributors.

- python (<https://www.python.org/>) (PSF License Agreement)

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