EULA 2020

End User License Agreement

(hereinafter "EULA")

In this EULA the definition "ZOOM" means ZOOM International a.s., Id. No. 25730151, with official seat at Karolinská 650/1, Prague 8, Czech Republic, a company registered and existing under the Laws of the Czech Republic, however in case the EULA is concluded when you reside in the United States, Canada, Mexico or any state located in the Central or South America, then "ZOOM" means Zoom International Inc, with official seat at 810 Crescent Centre Dr., Ste 220 Franklin, TN 37067 USA.

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By accepting the offer sent to you by ZOOM (hereinafter as "Offer") and sending a purchase order to ZOOM (hereinafter as "Purchase Order") you declare that you have read, understood and accepted this EULA, that you are agreeing to be bound by the terms of this EULA and have the authority to enter into this EULA. If you do not agree to the terms of this EULA, you are not authorized to install, download or use the Software in any manner.

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Section 3. Term

A. This EULA becomes valid and effective upon the acceptance of the Offer and sending a Purchase Order by you and the delivery of the same to ZOOM as described in the preamble of this EULA. The license to use the Software is granted:

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2. In case of subscription licensing — PPU (pay per use), for a definite period of time, as specified in the Purchase Order.

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A. The Software and documentation in any form are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable.
Section 7. Governing Law

This EULA is governed by and shall be construed in accordance with substantive laws, i.e. without regard to its conflicts of laws principles, in force (a) in the State of Tennessee, if this EULA is concluded when you reside in the United States, Canada, Mexico or any state located in the Central or South America, or (b) in the Czech Republic, if this EULA is concluded when you reside in any other jurisdiction not described above. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Section 8. Dispute Resolution

In the event a dispute arises under or in connection with this EULA, you hereby consent to personal jurisdiction of the state and federal courts of Tennessee when the law of Tennessee applies. When the law of the Czech Republic applies you hereby consent to have the disputes finally decided by the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic by three arbitrators in accordance with the Rules of that Arbitration Court, whereas the Party that is unsuccessful in the dispute shall be obliged to reimburse the other Party for the costs of the proceedings.

Section 9. Severability

If any provision of this EULA is held to be unenforceable, in whole or in part and for any reason, such holding will not affect the validity of the other provisions of this EULA and the other provisions shall remain in full force and effect.

Section 10. Integration

This EULA sets forth the entire agreement and understanding between you and ZOOM, and supersedes and replaces any and all other communications, understandings, and agreements relating to the subject matter of this EULA, whether written or oral.

Section 11. No Waiver

The failure of any party to insist upon strict performance of any of the terms or provisions of this EULA, or the exercise of any option, right or remedy contained herein, shall not be construed as a waiver of any future application of such term, provision, option, right or remedy, and such term, provision, option, right or remedy shall continue and remain in full force and effect.

Section 12. Headings

The headings of the sections of this EULA are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this EULA.
Section 13. Survival

Except as otherwise expressly provided herein, the provisions of Sections 2, 3, 5, 6, 7, 8 and 10, together with any provisions that by their express terms or context apply to periods after termination of this EULA, shall survive termination of this EULA for any reason. For the avoidance of doubt, the survival shall not imply or create any continued right to use the Software after termination of this EULA.

Section 14. Modifications

This EULA can be modified by mutual agreement in writing only.

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