

End User License Agreement (EULA) for Self-Hosted Password Pusher Pro

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Provider: [Apnotic](#)

Product: Password Pusher Pro Self-Hosted (the "Software")

By downloading, installing, or using the Software, you ("Licensee" or "you") agree to be bound by the terms of this EULA. Your acceptance of this EULA occurs either by explicitly accepting these terms prior to use, or by downloading, installing, or using the Software, which constitutes your agreement to these terms. If you are entering into this EULA on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these terms. If you do not agree to these terms, you must not download, install, or use the Software.

1. Grant of License

Apnotic grants a non-exclusive, non-transferable, revocable license to install and use the Software on your private infrastructure (on-premises or private cloud) for internal secure information distribution. Licenses are tiered by your subscribed plan (Starter, Advanced, or Enterprise).

- **Domain Restrictions:** Each license is tied to a single DNS domain under which you may host the application. The Software may only serve requests on that specified domain. Hosting the application under additional domains requires separate licenses for each additional domain.
- **User Limits:** Includes a base number of concurrent users as specified in your order confirmation. Additional users beyond the base are available via add-on purchase; exceeding limits without purchase voids the license.
- **Permitted Use:** The Software is permitted for use by your organization and its customers for securely sharing passwords and sensitive information with time-limited access and configurable expiration settings. Includes full lifecycle tracking from creation to deletion, with audit logs for compliance and security purposes.
- **Plan-Specific Features:** Bound by the limitations and definitions of your subscribed edition as detailed in your order confirmation.
- **Copies/Updates:** Backups for recovery only. During your active subscription term, you are entitled to receive all updates, security fixes, improvements, and new features as they are released.

Excludes hosted SaaS at [pwpush.com](#).

2. Restrictions

Do not:

- Reverse engineer, decompile, or derive works from the Software.
- Redistribute, sublicense, or offer as a service to third parties, or resell the Software unless you are an authorized reseller under a separate agreement with Apnotic.
- Remove notices. The Software is white-label; however, the Administration Center may contain references to "Apnotic" and "Password Pusher Pro" which must not be removed or modified.
- Use the Software in any manner that violates applicable laws or regulations.
- Exceed the domain or user limits specified in your license as detailed in Section 1 (Grant of License).
- Modify the Software to enable unauthorized functionality beyond what is included in your subscribed plan.

Breach triggers immediate termination.

3. Ownership and Intellectual Property

The Software and all intellectual property rights therein, including but not limited to copyrights, patents, trade secrets, trademarks, and other proprietary rights, are owned by Apnotic and its licensors. This EULA grants you a limited license to use the Software as specified herein and does not transfer any ownership rights to you.

All features, functionality, and components of the Software are proprietary to Apnotic and are protected by copyright, trade secret, and other intellectual property laws. You acknowledge that the Software contains valuable proprietary information and trade secrets of Apnotic. You agree not to challenge Apnotic's ownership of or rights in the Software, and you will not attempt to register any trademark, copyright, or other intellectual property right in the Software or any derivative work thereof.

4. Data Ownership and Privacy

You retain all ownership rights and title to all data, content, and information that you or your users input, store, process, or transmit through the Software ("Your Data"). Apnotic does not claim any ownership rights in Your Data. You are solely responsible for Your Data and for ensuring that you have all necessary rights and permissions to use Your Data with the Software.

The Software is self-hosted on your infrastructure, and Your Data remains under your exclusive control and custody at all times. Apnotic does not have access to, and will never access, Your Data stored within your deployment of the Software.

The Software may occasionally initiate outbound connections to license validation endpoints (license-us.apnotic.com or license-eu.apnotic.com) solely for the purpose of validating your license,

downloading license updates (for example for "add-on" purchases), and processing license renewals. These connections transmit only license-related information (such as license keys and tokens) and do not transmit any of Your Data, including sensitive information or user content.

To be absolutely clear: Apnotic has no ability to access Your Data, and we never will. Your sensitive information, passwords, user content, and all other data stored within your self-hosted deployment remain completely private and inaccessible to Apnotic. We cannot see it, we do not want to see it, and we have designed the Software specifically to ensure that your data stays within your control at all times. If you prefer complete network isolation, you are free to block outbound connections to our license validation endpoints entirely. In that case, you would need to manually enter updated license keys and license token payloads when renewing or upgrading your subscription.

You are responsible for implementing appropriate security measures to protect Your Data and for ensuring compliance with applicable data protection laws and regulations, including but not limited to GDPR, HIPAA, and other privacy and security requirements applicable to your use of the Software.

5. Fees and Payment

License fees are charged on a subscription basis for the term you select (monthly or yearly) at the time of purchase. All fees are specified in your order confirmation and are due in advance for the subscription period. Fees paid are non-refundable except as required by applicable law.

If payment is not received by the due date, Apnotic may charge a late fee of 1.5% per month (or the maximum rate permitted by law, whichever is lower) on any overdue amounts until paid in full.

Your subscription will automatically renew for successive periods of the same duration unless you cancel prior to the renewal date. Apnotic will provide you with at least thirty (30) days' written notice before implementing any fee increases or material changes to the terms of your subscription.

Upgrades to higher plan tiers or purchases of additional add-ons (such as additional users) will be prorated based on the remaining time in your current subscription period. If you change the domain associated with your license, you must purchase a new license for the new domain; the original license will remain valid for the original domain until its expiration.

All fees are exclusive of applicable taxes, duties, and government charges, which you are responsible for paying in addition to the license fees.

6. Support and Maintenance

Support and maintenance services are provided according to your subscribed plan tier and include email support, documentation, and Docker configuration files. The level of support provided scales with your plan edition (Starter, Advanced, or Enterprise). You are responsible for all aspects of deployment, server security, and infrastructure management. Support does not include custom integrations, third-party hosting assistance, or deployment services beyond what is provided in the documentation and Docker configurations.

We value our customers and are committed to supporting your success with Password Pusher Pro. Our team works diligently to ensure that the Software is the best possible solution for your secure information distribution needs. While we've outlined the scope of support services above, we're here to help you succeed and are always happy to assist with questions or issues related to the Software within the bounds of your subscription plan. Your success is our success, and we take great pride in providing a product that meets and exceeds your expectations.

7. Confidentiality

You must maintain the confidentiality of all proprietary information disclosed to you by Apnotic, including but not limited to source code, documentation, trade secrets, technical specifications, and any other non-public information related to the Software. You agree to protect such confidential information using at least the same degree of care that you use to protect your own sensitive and confidential information, but in no event less than reasonable care. This confidentiality obligation applies to all information received from Apnotic, whether marked as confidential or not, and survives termination of this EULA for any reason.

8. Warranties and Disclaimers

The Software is provided "as is" and "as available" without warranties of any kind, either express or implied. Apnotic warrants that the Software will perform substantially in accordance with the documentation for a period of thirty (30) days from the date of initial delivery. This warranty is void if the Software has been modified or used in a manner not authorized by this EULA.

To the maximum extent permitted by applicable law, Apnotic disclaims all other warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from course of dealing, usage, or trade practice. Apnotic does not warrant that the Software will meet your requirements, operate without interruption, be error-free, or that defects will be corrected.

You are responsible for testing the Software for your specific compliance requirements. While the Software includes lifecycle tracking and audit logs that may aid in compliance audits, you are solely responsible for ensuring that your deployment, security measures, and use of the Software meet all applicable legal, regulatory, and industry requirements.

9. Limitation of Liability

To the maximum extent permitted by applicable law, Apnotic's total liability to you for any claims arising out of or relating to this EULA or the Software, regardless of the form of action (whether in contract, tort, strict liability, or otherwise), shall not exceed the total amount of license fees paid by you to Apnotic in the twelve (12) months immediately preceding the event giving rise to such liability.

In no event shall Apnotic be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to loss of profits, loss of data, loss of business

opportunities, business interruption, or any other commercial damages or losses, even if Apnotic has been advised of the possibility of such damages and regardless of the theory of liability.

The Software is designed to facilitate secure information distribution with truth and transparency in tracking, but Apnotic makes no guarantees or warranties regarding the security of your data or infrastructure. You are solely responsible for implementing appropriate security measures and for protecting your data and systems.

10. Indemnification

You agree to indemnify, defend, and hold harmless Apnotic and its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to: (a) your use or misuse of the Software, (b) your violation of this EULA, (c) your violation of any third-party rights, including privacy or intellectual property rights, (d) any data breaches or security incidents resulting from your failure to properly secure your infrastructure or deployment, or (e) your modification or combination of the Software with other software or services. Apnotic will indemnify, defend, and hold you harmless from and against any third-party claims that the unmodified Software, as provided by Apnotic, infringes any third-party intellectual property right, provided that you promptly notify Apnotic in writing of any such claim and cooperate with Apnotic in the defense thereof.

11. Termination

You may terminate this EULA at any time by ceasing all use of the Software and deleting all copies of the Software from your systems. Termination by you does not entitle you to any refund of fees paid.

Apnotic may terminate this EULA immediately upon written notice if you breach any material term of this EULA and fail to cure such breach within ten (10) days of receiving written notice from Apnotic specifying the breach. Apnotic may also terminate this EULA immediately, without notice, if you exceed your licensed domain or user limits without purchasing the necessary additional licenses.

Upon termination of this EULA for any reason, your right to use the Software immediately ceases. You must immediately cease all use of the Software and permanently delete all copies of the Software, including all backup copies, from all systems and storage media under your control. You must also destroy all related documentation and certify in writing to Apnotic that such deletion and destruction has been completed.

The following sections of this EULA will survive termination: Section 2 (Restrictions), Section 3 (Ownership and Intellectual Property), Section 4 (Data Ownership and Privacy), Section 7 (Confidentiality), Section 8 (Warranties and Disclaimers), Section 9 (Limitation of Liability), Section 10 (Indemnification), Section 12 (Governing Law and Disputes), and Section 13 (Miscellaneous). Termination does not relieve you of any obligations incurred prior to the effective date of termination.

12. Governing Law and Disputes

This EULA will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. Any disputes arising out of or relating to this EULA or the Software shall be resolved exclusively through binding arbitration, except that either party may bring claims in small claims court in Cheyenne, Wyoming, for disputes involving less than \$10,000.

Arbitration proceedings shall be conducted in Cheyenne, Wyoming, in accordance with the rules of the American Arbitration Association (AAA) or such other arbitration organization as the parties may agree upon. The arbitration shall be conducted by a single arbitrator selected in accordance with the applicable arbitration rules. The arbitrator's decision shall be final and binding, and judgment upon the award may be entered in any court having jurisdiction thereof.

You and Apnotic agree to waive any right to a jury trial and to participate in any class action, collective action, private attorney general action, or other representative proceeding of any kind. Any dispute must be brought in an individual capacity and may not be brought as a plaintiff or class member in any purported class, collective, or representative proceeding.

13. Miscellaneous

This EULA constitutes the entire agreement between you and Apnotic regarding the Software and supersedes all prior or contemporaneous communications, proposals, and agreements, whether oral or written, relating to the subject matter hereof. Any modification, amendment, or waiver of any provision of this EULA must be in writing and signed by both parties to be effective.

If any provision of this EULA is found to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect, and the invalid, illegal, or unenforceable provision will be modified to the minimum extent necessary to make it valid and enforceable, or if such modification is not possible, it will be severed from this EULA.

You may not assign, transfer, or sublicense this EULA or any rights or obligations hereunder without the prior written consent of Apnotic. Any attempted assignment, transfer, or sublicense in violation of this provision will be void. Apnotic may freely assign this EULA or any rights or obligations hereunder without your consent.

For questions, support, or legal notices regarding this EULA, please contact Apnotic at support@apnotic.com.

Acceptance confirms agreement. Thanks for choosing Apnotic! We're committed to secure, trackable information distribution that serves your team.