

This includes:

1. EULA (Enterprise Edition)
2. Privacy Addendum
3. Data Processing Agreement (DPA)
4. Terms of Service (ToS)
5. Service Level Agreement (SLA)

TREE TALK NODE — ENTERPRISE LEGAL PACK

Version 1.0 — Last Updated: {{Insert date}}

1. END USER LICENSE AGREEMENT (EULA)

(Enterprise Edition)

1. Introduction

This End User License Agreement ("**Agreement**") is between:

- TreeTalk ("**Licensor**", "**TreeTalk**")
- The Enterprise Client ("**Licensee**", "**Client**")

By installing, activating, or using TreeTalk Node ("**Software**"), the Client agrees to this Agreement.

If the Client does not agree, the Software must not be used.

2. License Grant

2.1 Freemium Edition

TreeTalk grants a **revocable, non-exclusive, non-transferable** license to install and use the Software.

Distribution of the **original, unmodified installer** is allowed; modification and trademark usage are not.

2.2 Paid Enterprise Edition

Paid licenses include:

- 1 license key = 1 hardware-bound PC
- Activation is tied to a non-reversible device fingerprint
- No redistribution
- No sublicense
- No modification, reverse-engineering, or decompilation

Reactivation requests (e.g., hardware replacement) may be approved at TreeTalk's discretion.

3. Ownership

TreeTalk retains **all intellectual property rights**.

The Software is **licensed, not sold**.

4. Restrictions

Client shall not:

- Modify or reverse-engineer the Software
 - Use a license key on multiple devices
 - Attempt to bypass activation
 - Distribute paid versions
 - Remove branding or copyright notices
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5. Data & Privacy

TreeTalk Node processes files and messages **locally** and does **not send content** to TreeTalk.

Metadata processed for licensing, diagnostics, or support is covered in:

- Privacy Addendum
 - Data Processing Agreement
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6. Warranty Disclaimer

The Software is provided "**AS IS**", without warranties of any kind.

7. Liability Limitation

TreeTalk is not liable for:

- Data loss
- Business interruption
- Network misconfiguration
- Security breaches caused by Client systems

Maximum liability: **fees paid by Client in the last 12 months.**

8. Termination

TreeTalk may terminate this Agreement if the Client:

- Violates licensing terms
- Uses pirated or modified versions
- Misuses trademarks
- Attempts to circumvent activation

Upon termination, usage must cease, and all copies must be destroyed.

9. Governing Law

This Agreement is governed by the jurisdiction of TreeTalk's headquarters.

10. Contact

Email: info@tree-talk.com

2. PRIVACY ADDENDUM

(Already provided earlier; included here consolidated)

1. Purpose

This Addendum describes how TreeTalk handles data processed by the Software in enterprise environments.

2. Data Processed

TreeTalk Node **does not send any files, messages, or LAN content** to TreeTalk.

Processed remotely (minimal):

- License key
- Hardware fingerprint
- OS version
- Optional diagnostics

3. Storage & Retention

- Activation data: retained while license is active

- Diagnostics: maximally 12 months (if enabled)
- Support data: retained until case closure

4. Confidentiality & Security

TreeTalk maintains technical and organizational measures to safeguard processed data.

5. International Transfers

Activation services may involve processing in TreeTalk's operating region.

6. Contact

privacy@tree-talk.com

3. DATA PROCESSING AGREEMENT (DPA)

(Condensed summary here; full version already provided earlier)

1. Roles

- Client = Controller
- TreeTalk = Processor

2. Nature of Processing

TreeTalk processes **only activation and diagnostic metadata**.
No user content is processed by TreeTalk.

3. Rights and Obligations

TreeTalk will:

- Follow Client instructions
- Maintain confidentiality

- Implement security measures
- Assist with data subject requests where feasible

4. Subprocessors

No subprocessors are used.

Future subprocessors require notice and approval.

5. Breach Notification

TreeTalk notifies the Client without undue delay if a breach affecting processed data occurs.

6. Termination

Upon termination, activation metadata is deleted or anonymized unless otherwise required by law.

4. TERMS OF SERVICE (ToS)

1. Acceptance

By using the Software or related services (support, activation), the Client agrees to these ToS.

2. Services Covered

- Software usage
- Updates and patches
- Activation and license validation
- Optional diagnostics
- Support services

3. Prohibited Uses

Client may not:

- Use Software to violate law
- Deploy it in high-risk environments where failure may cause physical harm
- Attempt to probe or analyze protocols for competitive purposes

4. Updates

TreeTalk may modify or discontinue features.
Some updates may install automatically.

5. Support

TreeTalk provides:

- Email support
- Priority enterprise support (if purchased)

6. Suspension

TreeTalk may suspend services due to:

- Security risks
- Misuse
- Non-payment
- Violation of license terms

7. Termination

Either party may terminate for breach.
Upon termination, usage must stop, and Software copies removed.

8. Dispute Resolution

The parties will attempt amicable resolution.
If unresolved, disputes fall under the courts of TreeTalk's jurisdiction.

5. SERVICE LEVEL AGREEMENT (SLA)

(Enterprise Edition)

1. Scope

This SLA defines availability and support commitments for TreeTalk's enterprise services **excluding the local-network functionality**, which is fully client-hosted.

Covered by SLA:

- License activation infrastructure
- Update servers
- Enterprise support channels

Not covered:

- Client LAN, infrastructure, or performance
- Peer discovery or transfers inside client network (local-only)

2. Service Availability

Activation & Licensing Services Uptime Target: 99.5%

Planned maintenance will be announced with reasonable notice.

Local-network functionality is not subject to SLA, as it is fully controlled by the Client environment.

3. Support Response Times

Priority	Description	Response Time
P1	Activation failures, product inoperable	4 business hours
P2	Major functionality issues	1 business day
P3	Minor issues, usability questions	2 business days
P4	Feature requests	5 business days

Support hours:

Monday–Friday, 9:00–18:00 (Vendor local time)

Emergency support may be available for Enterprise Premium contracts.

4. Client Responsibilities

Client must:

- Ensure stable LAN environment
- Allow Firewall rules for local traffic
- Protect license keys
- Use authorized versions of the Software

TreeTalk is not responsible for issues caused by:

- Antivirus blocking
 - LAN misconfiguration
 - PC hardware failures
 - Unauthorized modifications
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5. Remedies

If SLA targets are not met:

- TreeTalk will provide reasonable efforts to restore service

- Credit or compensation may apply *only if specified in the commercial contract*

TreeTalk is not responsible for consequential losses.

6. Exclusions

SLA does not apply to:

- Beta releases
 - Freemium edition
 - Client-managed infrastructure issues
 - Network outages on the Client's side
 - Force majeure events
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7. Term

The SLA remains in effect for the duration of the enterprise subscription.
