

## 1 Definitions

- "Software" means (a) all of the contents of the files, disk(s), CD-ROM(s), webpages or other media with which this Agreement is provided, including but not limited to (i) LOGINET or third party computer information or software; (ii) related explanatory written materials or files ("Documentation"); and (iii) upgrades, modified versions, updates, additions, and copies of the Software, if any, licensed to you by LOGINET (collectively, "Updates").
- "Use" or "Using" means to access, install, download, copy or otherwise benefit from using the functionality of the Software in accordance with the Documentation.
- "Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g. volume license) granted by LOGINET.
- "Computer" means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
- "LOGINET" means LOGINET BV, a Netherlands based corporation, Kruislaan 419, 1098 VA Amsterdam.

## 2 Software License

- As long as you comply with the terms of this End User License Agreement (the "Agreement"), LOGINET grants to you a non-exclusive license to Use the Software for the purposes described in the Documentation.
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- Server Use. You may use one copy of the Software from our Server either by a direct connection or through a public network like the internet for the sole and exclusive purpose of using the Software through commands, data or instructions (e.g. scripts) from an unlimited number of computers on your internal network. No other network use is permitted, including but not limited to, using the Software either directly or through commands, data or instructions from or to a computer not part of your internal network, for internet or web hosting services or by any user not licensed to use this copy of the Software through a valid license from LOGINET; and
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- The Software and any copies that you are authorized by LOGINET to make are the intellectual property of and are owned by LOGINET BV and its suppliers.
- The structure, organization and code of the Software are the valuable trade secrets and confidential information of LOGINET and its suppliers.
- The Software is protected by copyright, including without limitation by the Netherlands Copyright Law, international treaty provisions and applicable laws in the country in which it is being used.
- You may not copy the Software, except as set forth in Section 2 ("Software License"). Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software.
- You agree not to modify, adapt or translate the Software. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent you may be expressly permitted to decompile under applicable law, it is essential to do so in order to achieve operability of the Software with another software program, and you have first requested LOGINET to provide the information necessary to achieve such operability and

LOGINET has not made such information available. LOGINET has the right to impose reasonable conditions and to request a reasonable fee before providing such information.

- Any information supplied by LOGINET or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software.
- Trademarks shall be used in accordance with accepted trademark practice, including identification of trademarks owners' names. Trademarks can only be used to identify printed output produced by the Software and such use of any trademark does not give you any rights of ownership in that trademark. Except as expressly stated above, this Agreement does not grant you any intellectual property rights in the Software.

## 4 Transfer

- You may not, rent, lease, sublicense or authorize all or any portion of the Software to be copied onto another users computer except as may be expressly permitted herein.
- You may, however, transfer all your rights to Use the Software to another person or legal entity provided that: (a) you also transfer each this Agreement, the Software and all other software or hardware bundled or pre-installed with the Software, including all copies, Updates and prior versions, to such person or entity; (b) you retain no copies, including backups and copies stored on a computer; and (c) the receiving party accepts the terms and conditions of this Agreement and any other terms and conditions upon which you legally purchased a license to the Software.
- Notwithstanding the foregoing, you may not transfer education, pre-release, or not for resale copies of the Software.

## 5 Multiple Environment Software / Multiple Language Software / Dual Media Software / Multiple Copies / Bundles / Updates

- If the Software supports multiple platforms or languages, if you receive the Software on or via multiple media, if you otherwise receive multiple copies of the Software, or if you received the Software bundled with other software, the total number of your computers on which all versions of the Software are installed may not exceed the Permitted Number.
- You may not, rent, lease, sublicense, lend or transfer any versions or copies of such Software you do not Use.
- If the Software is an Update to a previous version of the Software, you must possess a valid license to such previous version in order to Use the Update. You may continue to Use the previous version of the Software on your computer after you receive the Update to assist you in the transition to the Update, provided that: the Update and the previous version are installed on the same computer; the previous version or copies thereof are not transferred to another party or computer unless all copies of the Update are also transferred to such party or computer; and you acknowledge that any obligation LOGINET may have to support the previous version of the Software may be ended upon availability of the Update.

## 6 No Warranty

- The software is being delivered to you "AS IS" and its usage is at your own risk.
- Loginet does not guarantee error free or uninterrupted service at any particular time and makes no warranty as to its use, performance or availability.
- You agree to have proper emergency procedures in place to avoid damage to you or you company or to LOGINET due to any service interruption, including, but not limited to, hardware or software failures of LOGINET's computers, interruption of LOGINET's providers, public utility failures, or any problems with the Internet as a whole
- LOGINET and its suppliers do not and cannot warrant the performance or results or the availability you may obtain by using the software. Except for any warranty, condition

representation or term to the extent to which the same cannot or may not be excluded or limited by law applicable to you in your jurisdiction, LOGINET and its suppliers make no warranties conditions, representations, or terms (express or implied whether by statute, common law, custom, usage or otherwise) as to any matter including without limitation noninfringement of third party rights, merchantability, integration, satisfactory quality, or fitness for any particular purpose.

### **7 Pre-release Product Additional Terms**

1. If the product you have received with this license is pre-commercial release or beta Software ("Pre-release Software"), then the following Section applies.
2. To the extent that any provision in this Section is in conflict with any other term or condition in this Agreement, this Section shall supercede such other term(s) and condition(s) with respect to the Pre-release Software, but only to the extent necessary to resolve the conflict.
3. You acknowledge that the Software is a pre-release version, does not represent final product from LOGINET, and may contain bugs, errors and other problems that could cause system or other failures and data loss.
4. Consequently, the Pre-release Software is provided to you "AS-IS", and LOGINET disclaims any warranty or liability obligations to you of any kind.
5. Where legally liability cannot be excluded for pre-release software, but may be limited, LOGINET's liability and that of its suppliers shall be limited to the sum of fifty Euros (Euro 50,-) in total.
6. You acknowledge that LOGINET has not promised or guaranteed to you that Pre-release Software will be announced or made available to anyone in the future, that LOGINET has no express or implied obligation to you to announce or introduce the Pre-release Software and that LOGINET may not introduce a product similar to or compatible with the Pre-release Software.
7. Accordingly, you acknowledge that any research or development that you perform regarding the Pre-release Software or any product associated with the Pre-release Software is done entirely at your own risk.
8. During the term of this Agreement, if requested by LOGINET, you will provide feedback to LOGINET regarding testing and use of the Pre-release Software, including error or bug reports.
9. If you have been provided the Pre-release Software pursuant to a separate written agreement your use of the Software is also governed by such agreement.
10. You agree that you may not and certify that you will not sublicense, lease, loan, rent, or transfer the Pre-release Software. Upon receipt of a later unreleased version of the Pre-release Software or release by LOGINET of a publicly released commercial version of the Software, whether as a stand-alone product or as part of a larger product, you agree to return or destroy all earlier Pre-release Software received from LOGINET and to abide by the terms of the End User License Agreement for any such later versions of the Pre-release Software.
11. Notwithstanding anything in this Section to the contrary, if you are located outside the Netherlands, you agree that you will return or destroy all unreleased versions of the Pre-release Software within thirty (30) days of the completion of your testing of the Software when such date is earlier than the date for LOGINET's first commercial shipment of the publicly released (commercial) Software.

### **8 Limitation of liability**

1. In no event will LOGINET or its suppliers be liable to you for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings, even if a LOGINET representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party.
2. The foregoing limitations and exclusions apply to the extent permitted by applicable law in your jurisdiction.
3. LOGINET's aggregate liability and that of its suppliers under or in connection with this agreement shall be limited to the amount paid for the software or for its use during one month, if any.

4. Nothing contained in this Agreement limits LOGINET's liability to you in the event of death or personal injury resulting from LOGINET's negligence or for the tort of deceit (fraud).
5. LOGINET is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose.
6. For further information, please see the jurisdiction specific information at the end of this Agreement, if any.

### **9 Termination**

1. LOGINET may immediately terminate this Agreement if the other party becomes insolvent or is unable to pay its debts as and when they fall due one (1) month from their date of invoicing.
2. If the either party breaches any of its obligations under this Agreement ("Defaulting Party"), the other party may give the Defaulting Party written notice that the Defaulting Party must perform the obligation within 30 days of the date of that notice.
3. If the Defaulting Party fails to perform the obligation within that 30 day period, the other party may terminate this Agreement by written notice to the Defaulting Party.
4. Either party may terminate this Agreement at any time by giving a 90 days written notice.

### **10 Governing Law**

1. This Agreement will be governed by and construed in accordance with the substantive laws in force in the Netherlands.
2. The court of Amsterdam, the Netherlands, shall each have non-exclusive jurisdiction over all disputes relating to this Agreement.
3. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

### **11 General Provisions**

1. 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.
2. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer.
3. This Agreement may only be modified by a writing signed by an authorized officer of LOGINET.
4. Updates may be licensed to you by LOGINET with additional or different terms.
5. This is the entire agreement between LOGINET and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.