

End User License Agreement

This License Agreement enters into force from the moment that the Licensee has accepted the license agreement. The installation of the Software will not take place until the Licensee has effectively accepted the license agreement.

CONSIDERING THAT the Organization procured an overall license on the Software from Licensor; that portions of this Software are used by natural persons such as employees of the Organization; Licensor wants to make sure that these persons as above mentioned use the Software according to the purpose the overall license was procured for, and wishes to restrict the use of the portions of the Software as above mentioned, and that these restrictions are outlined in this License Agreement.

LICENSEE ACCEPTS THE FOLLOWING CONDITIONS

Article 1. Definitions

Definitions In the License Agreement a number of terms is used, in singular or plural form, that start with a capital letter and are defined as the words that are written in in this article.

Organization: The Organization which makes (portions of) the Software available to Licensee (e.g. because the Licensee works at the Organization which bought the license from (a Partner of) Licensor

Material: To the Software linked material in digital form, including, yet not exclusively: texts, questions, images, videos and animations.

License Agreement: this agreement between Licensee and Licensor.

Licensor: the private limited company or a to this company affiliated venture that makes use of present conditions.

Licensee: the natural person who installs the Software and uses the Software and the Material.

Software: software made available by the Organization to the Licensee, not being Third Party Software, including documentation.

Third Party Software: software of third party suppliers which during the Software's installation is installed by Licensee, which software is necessary for using the Software.

Article 2. License

Licensee shall be granted the right to use the Software and Materials, however this right is non-exclusive, not transmissible and immediately revocable by Licensor. Furthermore this right is granted for one (1) simultaneous user, the Licensee. This with regard to the further conditions and restrictions as set out in this License Agreement.

2.1 Licensee may only use the Software and the Material for the purpose for which it has been made available by the Organization to the Licensee. A possible revocation of the right falling under Article 2.1, may go along with the Licensor's offer of a new License Agreement. In case of non-acceptance the rights will expire in accordance with the License Agreement.

2.2 For a well functioning of the Software it may be necessary for the Software to obtain Material from a(n) (external) database. This database may not be used by the Licensee other than by means of normal use of the Software.

Article 3. Reverse engineering, copying and modifying

3.1 Licensee shall not decompile the Software, duplicate the code and/or translate it or otherwise submit it to reverse engineering. Including, yet not exclusively, getting round (technical) protection. Licensee shall not make the Software and the Material public and copy and/or otherwise duplicate or modify it.

3.2 Licensee may not make (or let make) any adjustments in the Software, including, yet not exclusively: removing and/or modifying attentive names indicating intellectual ownership rights, the confidential nature of the Software and/or any other reference to Licensor.

Article 4. Intellectual property rights

4.1 Licensee shall not make the Software and the Material available to third parties.

4.2 Licensee shall not transfer nor emit the Software and the Material or any data medium on which it resides, nor shall it transfer or emit the right to use the Software and the Materials, to any third party or grant (restricted) rights on it (sublicense).

Article 5. Effect, duration and suspension

5.1 The License Agreement becomes effective on the day that it is been accepted by the installing the Software.

5.2 This License Agreement ends when the overall license agreement on the Software between Organization and Licensor ends.

5.3 Licensor has the right to terminate the License Agreement with immediate effect, if the Licensee breaches one or more of its obligations outlined in this License Agreement.

5.4 In the event of such an early termination, Licensee shall not be entitled to a refund of any fees or a payment of damages, it shall not affect its right to claim damages because of breaches.

5.5 In all cases of suspension or termination of the License Agreement, Licensee returns all copies of the Software and the Material in its possession as well as all of its duplications to the address of Licensor or Organization, within two (2) weeks after suspension or termination. Also, Software and Material shall directly be removed from all Licensee's properties after suspension or

termination of the License Agreement. Possible costs, which come along with the previous action shall be at the Licensee's expense.

Article 6. Warranties, liability and support

6.1 Software and the Material are provided on an 'as is' basis. Although, the Software and the Material are compounded with great care, Licensor cannot guarantee the Software and/or the Material works flawless and/or are respectively without any omissions. Additionally, Licensor does not guarantee that the Software and the Materials are fit for purpose and/or use.

6.2 If Licensee is responsible for breaches in the compliance with its obligation(s) to the Licensor, Licensee shall be liable for compensation of damages suffered, or to be suffered by the Licensor.

6.3 Liability of Licensor for any form of damage is entirely excluded.

6.4 Licensor shall absolutely not conduct any support to the Licensee. For regular support the Licensee must contact the Organization.

6.5 Licensee accepts absolutely no liability for possible Third Party Software, which is installed by Licensee that is necessary for using the Software.

Article 7. Privacy

7.1 Licensor processes (personal) data of Licensee on behalf of the Organization, which uses these data for logging and security purposes. Licensee hereby states to have taken knowledge of this and grants Licensor the right to process these data for the purpose as described as above.

Article 8. Other stipulations

8.1 This License Agreement shall be interpreted and construed according to, and governed by, Estonian Law. Disputes or controversy arising out of, or relating to this License Agreement shall be brought before the district court where the Licensor is established.

8.2 Unless differently provided, certain obligations, which because of their nature are intended to last after termination of the License Agreement, remain to be effective after its termination. The termination of the License Agreement explicitly does not dismiss Licensee of the provisions concerning liability, intellectual property, governing rights and forum choice.

8.3 With regard to Third Party Software the supplier's (license) conditions of their software applies