

End User Agreement Trial NetX

BY ACCEPTING THESE GENERAL TERMS AND CONDITIONS (as defined hereinafter) YOU, THE END USER (as defined hereinafter), HEREBY ENTER INTO AND AGREE UPON THE END USER AGREEMENT (as defined hereinafter).

1 Terms

End User: the user, either an individual or entity and its affiliates, to which Manufacturer provides NetX;

End User Agreement: is this End User Agreement entered into by the Manufacturer and an End User in connection with the trail, and/or the sale and purchase of NetX;

General Terms and Conditions: these general terms and conditions of the Manufacturer, which apply to any End User Agreement;

Intellectual Property: means registered and unregistered designs, trade name, copyrights, patents, software, hardware, websites, databases, equipment or other materials related to NetX and/or developed, evolved, generated or arisen under any End User Agreement and all other intellectual and industrial property protection in connection herewith, wherever in the world enforceable, including the Software and Services;

Know How: all industrial marketing and commercial information and techniques including (without prejudice to the generality of the foregoing) drawings, formulae, tests, reports, operating and testing procedures, shop practices, instruction manuals, tables of operating conditions, administrative procedures, lists and particulars of customers, marketing methods and procedures, advertising copy, and computer programs related to NetX and/or developed, evolved, generated or arisen under any End User Agreement, wherever in the world enforceable;

Manufacturer: Netdialog International B.V., its subsidiary or affiliated company;

NetX: the collective name of the software services provided by the Manufacturer; and

Party: a party to any Partner Agreement, and together referred to as Parties.

2 General

- 2.1 These General Terms and Conditions shall apply to all End User Agreements. The application of other terms and conditions is expressly rejected, unless expressly agreed upon by the Parties in writing. Any deviation from, including but not limited to any inclusion, or extension of any (part of a) provision of the General Terms and Conditions shall only be valid if Parties expressly agree upon such deviation in writing.
- 2.2 All offers and other statements made by the Manufacturer shall be without any obligation, unless expressly indicated otherwise in writing.
- 2.3 If any (part of a) term or provision in the General Terms and Conditions shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or (part of the) provision shall to that extent be deemed not to form part of the General Terms and Conditions but shall not affect the validity and enforceability of the remaining provisions of the General Terms and Conditions.

3 License

- 3.1 The software and services (the "**Documentation**"), that accompanies this End User Agreement (collectively the "**Software and Services**") is the property of the Manufacturer or its licensors, and is protected by copyright law. Although the Manufacturer or its licensors continues to own the Software and Services, after Your acceptance of this End User Agreement You will have certain rights to use the Software and Services during the period set forth in clause 4.2 (the "**Service Period**"). All rights not expressly granted to You are retained by the Manufacturer and/or its licensors. The Service Period shall begin on the date of Your initial installation or use of the Software and Services on a virtual environment (a "**Device**").
- 3.2 The Service Period shall last for the period of time set out in in clause 4.2. The Software and Services may automatically deactivate and become non-operational at the end of the Service Period, and You will not be entitled to receive any feature or content updates to the Software and Services unless the Service Period is renewed.

3.3 During the Service Period, You may:

- (i) use one copy of the Software and Services on a single Device;
- (ii) make one copy of the software for back-up or archival purposes, or copy the software and Services onto the hard disk of Your Device and retain the original for back-up or archival purposes; and
- (iii) use the Software and Services on a network, provided that You have a licensed copy of the Software and Services for each Device that can access the Software and Services over that network.

3.4 You may not, nor may You permit any other person to:

- (i) sublicense, rent, lease or lease any portion of the Software and Services;
- (ii) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software and Services or create derivative works from the Software and Services;
- (iii) provide, offer or make available the Software and Services as part of a facility management, timesharing, service provider or service bureau arrangement; or
- (iv) use the Software and Services in any manner that is not permitted pursuant to this End User Agreement.

4 Term of an End User Agreement; early termination

4.1 Any End User Agreement shall come only into effect after (i) the acceptance of End User of these General Terms and Conditions, and (ii) the acceptance of the End User by the Manufacturer.

4.2 The term of any End User Agreement shall be 30 days. Upon expiration of the foregoing term, End User will no longer be entitled to the use of NetX other than that End User and the Manufacturer enter into a new agreement regarding the sale and purchase of NetX.

4.3 Notwithstanding article 3.2, either Party is entitled to terminate any End User Agreement, either partially or in full, in writing and with immediate effect, without notice of default or judicial intervention being required, if:

- (v) the other Party has been granted a (provisional or definitive) moratorium;
- (vi) the other Party has been declared insolvent or bankrupt;
- (vii) the other Party's business is/shall be wound up or discontinued;
- (viii) the other Party fails to abide any applicable rule of law;
- (ix) the End User assigns or attempts to assign any End User Agreement without the prior written consent of the Manufacturer;
- (x) the End User commits an act which damages or may damage the Manufacturer's goodwill, Know How, or Intellectual Property Rights, or the Partner contests such Know How, or Intellectual Property Rights; or
- (xi) a situation of force majeure lasts for more than 10 days.

4.4 The termination of any End User Agreement shall not affect the applicability of the General Terms and Conditions.

5 Intellectual or industrial property rights

5.1 All Intellectual Property Rights and Know How shall be held solely by the Manufacturer. The End User shall be granted a simple, non exclusive, non transferable right, which is time limited to the period of an End User Agreement. In the event that new Intellectual Property Rights and Know How evolves, arises, is generated or developed, the End User acknowledges that the same and all Intellectual Property Rights and Know How therein shall belong to the Manufacturer. In this regard, the End User hereby transfers in advance to the Manufacturer any right that the End User may have in connection with any (new) Intellectual Property Rights and Know How evolved, aroused, generated or developed in the performance of or as a result of any End User Agreement.

5.2 The End User shall immediately inform the Manufacturer in writing about the existence and substance of the cause of action by a third party regarding any infringement of any Intellectual Property Right or Know How.

6 Liability; indemnity

6.1 To the maximum extent permitted by applicable law and regardless of whether any remedy set forth herein fails of its essential purpose, in no event will the Manufacturer be liable to you for any special, consequential, indirect, or similar damages, including any lost profits or lost data arising out of the use or inability to use the software and services (including but not limited to use of the online backup feature and technical support) even if the Manufacturer has been advised of the possibility of such damages.

6.2 In no case shall the Manufacturer's liability exceed the purchase price which you paid for the applicable Service Period. the disclaimers and limitations set forth above will apply regardless of whether you accept or use the Software and Services.

7 Force Majeure

A Party shall not be obliged to perform any obligation if it is prevented from doing so by a situation of force majeure. "Force majeure" shall also include a situation of force majeure for the Manufacturer's suppliers, as well as defects in any objects, materials, software or hardware of third parties which the End User has required Manufacturer to use.

8 Export Regulation:

You acknowledge that the Software and Services and related technical data and services (collectively "**Controlled Technology**") may be subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant laws and will not export any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All Manufacturer's product is prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions, including Afghanistan and Iraq.

9 Applicable law and disputes

9.1 Any End User Agreement and any other agreement to be entered into by the Parties, shall be governed by and construed in accordance with the laws of the Netherlands.

9.2 All disputes arising in connection with any End User Agreement or any other agreement to be entered into by the Parties shall be settled before the Courts of Amsterdam.