



## XOPERO

### END-USER LICENSE AGREEMENT

THE AGREEMENT is made between XOPERO SOFTWARE S.A. (joint stock company) with its registered seat in Gorzów Wielkopolski, Zbigniewa Herberta Str. 3, 66-400 Gorzów Wlkp., Poland, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Zielona Góra, Poland, Division VIII, KRS No. 0000333073, VAT-EU PL5993066603 ("**XOPERO**") and the person (either an individual or a legal entity) who is a user of the Services, Site and/or Software ("**the Client**").

NOW IT IS AGREED as follows:

This End User License Agreement ("**EULA**") governs the use of:

- a) any XOPERO services ("**Services**"),
- b) the XOPERO website ("**Site**"),
- c) the client software and any other software provided by XOPERO, including any updates and any accompanying documentation ("**Software**").

Collectively, the Software, the Site and the Services may be referred to as the "**Products**".

By buying a subscription to any Products, or clicking the "**I AGREE**" or similar button, or simply using any Products, the Client agrees to this EULA and the XOPERO Privacy Policy. Agreeing to this EULA on behalf of a legal entity, the Client confirms his the authority to bind that legal entity to this Agreement.

#### USE OF SERVICES AND SOFTWARE

XOPERO grants the Client a limited, non-exclusive, non-transferable and revocable license to access the Site and use the Services and Software. The Client may install and use the Software in executable form only on the number and type of devices that are specified in the then-current documentation for the Clients account type as described on the Site or as specified in other transaction documentation provided by XOPERO or an authorized reseller. The Client acknowledges that certain third-party code may be provided with the Software and that the license terms accompanying that code will govern its use.



The Client acknowledges that XOPERO or third parties own all right, title and interest in and to the Products, including all intellectual property rights. Except for the license granted in this EULA, XOPERO and its licensors retain all rights in the Products, and no implied licenses are granted to the Client.

The Client specifically agrees that he will not, nor will he permit another person to:

- a) Sublicense, lease, rent, loan, transfer, or distribute any portion of the Products;
- b) Modify, adapt, translate, or create derivative works from the Products;
- c) Decompile, reverse engineer, disassemble, or otherwise attempt to derive source code from the Products; or
- d) Remove, obscure, or alter any trademark, copyright, or other proprietary rights notices displayed in the Software or on the Site.

The Software the Client has installed may periodically check with XOPERO for updates, and you agree that the Software may automatically download and install such updates on your devices.

The Products are the property of XOPERO and/or its software suppliers and are protected by international copyright laws. Any attempt of reverse engineering, disassembly, or de-compilation of programs, unless it is explicitly permitted, is prohibited by law.

Redistribution of the Products, unless explicitly granted by XOPERO, is strictly prohibited.

## **INTELLECTUAL PROPERTY PROTECTION**

XOPERO respects the intellectual property of others and requires that the Clients do the same. When the Client uses the Products, it is prohibited to upload, store, share, display, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. If the Client commits a violation of this clause, XOPERO may terminate that account immediately.

## **USER INDEMNITY**

The Client hereby agrees to defend, indemnify, and hold XOPERO, its suppliers, resellers, partners, and their respective affiliates harmless from and against any claims, liabilities, damages, losses and expenses, including reasonable attorney fees and costs, for whatever reason, especially in connection with:

the wrong use of the Products;



violation of this EULA

violation of any third party right, including any intellectual property right; or

any claim that use of the Client's data caused damage to a third party,

transmitting any material that is obscene or objectionable or that contains viruses or other harmful computer code or files such as Trojan horses, worms or similar.

This indemnity obligation will survive the termination or expiration of an account and this EULA.

XOPERO shall under no circumstances be liable to the Client for any loss (whether direct or indirect) of revenue, loss of profits or any consequential loss whatsoever under this Agreement.

## **WARRANTY**

The Products is on an "as is" basis with no warranties of any kind and XOPERO will not be liable for any damages of any kind arising from the use.

XOPERO further disclaims all warranties, express and implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose.

## **PASSWORDS AND SECURITY**

The Client is responsible for keeping his passwords secure. The Client agrees not to disclose his passwords to any third party.

The Client is solely responsible for any activity that occurs under his user names and accounts, including any sub-accounts.

If the Client loses his passwords or the encryption keys for your accounts, he may not be able to access the backup data.

The Client must notify XOPERO immediately of any unauthorized use of your accounts or any other security breach related to the Service. If XOPERO determines that a security breach has occurred or is likely to occur, XOPERO may suspend the suspected accounts and require the Client to change his/her user names and passwords.

## **PRIVACY**



The Client agrees that XOPERO's processing of personal data will be governed by XOPERO's Data Protection Policy and the laws generally applicable to XOPERO as a provider of the Services.

XOPERO has the right to further entrust the processing of personal data to its partners and subcontractor to the extent necessary to perform the Services.

### **TRANSFERABILITY**

Licenses for Products purchased by the Client are not transferrable after activation.

### **RESERVED RIGHTS**

XOPERO reserves to itself the right notwithstanding anything to the contrary herein contained to continue to sell and market the Products.

The failure of XOPERO to exercise or enforce any right or provision of these EULA will not constitute a waiver of such right or provision.

### **CHANGES TO THE SERVICE AND TERMS**

XOPERO reserves the right at any time to modify, suspend, or discontinue providing the Service, in whole or in part. In the event XOPERO anticipates that any such action will significantly affect the Client's use of the Service in a negative way, XOPERO will endeavor to provide the Client with advance notice by e-mail, an in-client message or by phone call.

XOPERO reserves the right to modify this EULA at any time, and each such modification will be effective upon posting on the Site or in the Software. All material modifications will apply prospectively only. The Client's continued use of any Products following any such modification constitutes an agreement to be bound by the modified EULA.

The Client shall have the right to terminate this Agreement on or before the effective date of such changes if he/she does not want to be abided by the changes made effective by XOPERO.

### **NOTICES**

Notices made by XOPERO may be sent by e-mail, phone, fax, or mail to the e-mail address, phone number, fax number, or address most recently provided by the Client



and will be treated as received by the Client when delivered. Client has the responsibility of keeping its contact information up-to-date with XOPERO.

## **GENERAL PROVISIONS**

The heading of each clause is inserted for convenience only and shall not be taken into account when construing this Agreement.

If any part of these Terms is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect.

This Agreement shall be construed and enforced in accordance with the laws of Poland and the parties hereto hereby submit to the non-exclusive jurisdiction of the courts of Poland.

Where the Client consists of two persons or more, all the provisions contained herein are and shall be deemed to have been agreed to by such persons jointly and severally.