



SIGNATURE



SAFETICA LICENSE TERMS AND CONDITIONS

These License Terms and Conditions (hereinafter the "Terms") form an integral part of the license agreement between the Software User (hereinafter the "User") and the Provider of the License to the Software. The User and Provider may jointly be referred to as the "Parties" or individually as a "Party".

IMPORTANT: Please read the Terms carefully before the installation and/or usage of the Software. By installing and/or using the Software, the User confirms that it has duly read the Terms, understood them and it agrees with its provisions. Should you as the User not intend to be bound by the Terms, do not install or use the Software and if you are presented with an option to provide your consent with the Terms during the installation, do not select the option or select "I disagree".

1. DEFINITIONS

1.1. Definitions. Unless otherwise provided in these Terms, the meaning of capitalized words is stated in Annex A to the Terms.

2. USER

2.1. User. The User to whom a License is granted under these Terms is the company that has been provided with a license certificate generated by Safetica and/or a license key. The User shall receive a license certificate and/or a license key from the Provider.

2.2. Authorization to Install the Software. Solely the person authorized to provably act on behalf of the User and to give the agreement or disagreement with the Terms is authorized to install the Software on the User's device. The person installing the Software on the User's device declares to be duly authorized before the installation.

2.3. MSP Authorization. If the MSP (Managed Services Provider) provided the User with the License, by installing the Software the User agrees with and declares that it is aware of special authorizations of MSP to enter into the Software via specialized administrator account, especially but not limited to MSP authorizations to (i) view the data stored or accessible via Software, (ii) process the data stored or accessible via Software, (iii) set and change the user interface of Software, and (iv) administer the Licenses provided to the User. In such case it is sole responsibility of the User as a personal data controller to agree with MSP on the terms of processing of personal data and on other rights and obligations connected with the access of MSP to the data of the User according to relevant legal regulations (in particular in the field of personal data protection); in any case Safetica is not liable for the fulfillment of these obligations or for the processing of data between the MSP and the User.

3. LICENSE

3.1. License. In compliance with the terms and conditions mentioned below, Provider hereby grants to the User a geographically unrestricted, non-exclusive, and non-transferable License for the use of the Software.

3.2. License Term and Number of Devices. The License is provided for the term agreed in the Agreement and for the number of Stations agreed upon in the Agreement. Unless these requirements are agreed upon in the Agreement between the User and Provider, the User is not entitled to use the Software in any way and the Agreement is invalid. The License term commences on the Initiation Date. The User is not authorized to install or use the Software on a higher number of Stations than the number for which it has been granted the License. The User may not use any hardware or software means that could associate more Stations in order to get around the quantitative restriction of the License for the agreed number of Stations (prohibition of multiplexing).

3.3. Trial. The User can agree with the Provider on providing a trial License for the Software. In such case, the Agreement shall contain the information that the User is being provided with a trial License, the Agreement does not have to specify the term or number of Stations for which the trial License is being granted to the User; apart from this the Terms shall apply to the trial License similarly, with the exception of paragraphs 4.1., 5, 6.1. and 6.2. Trial License shall be granted gratuitously for 20 Stations for the term of 30 days from the Initiation Date. After the installation of the Software on the Station within the trial License it is not possible to change this Station until the end of the trial License term (uninstalling the Software within the trial License from the Station will not free the space for installation of the Software on a new Station). The Provider does not grant any warranty for

the Software and it is not liable for any defects in the Software if the User uses the Software within the trial License. Anything in the Terms deviating from the previous sentence shall not apply.

3.4. Exclusivity of Rights. All software of Safetica or the software of any third parties, the documentation, user interface, graphic designs, contents, typeface or any other data provided by Provider to the User with respect to the Software and regardless of the fact that these are installed or used on the devices pertaining to the User, Provider, Safetica or a third party on the HDD within the RAM memory or on any other data storage space, as well as all the Software output, including all text, analyses, graphs, statistical reports, and recommendations, are provided to the User by means of a license in accordance herewith in consequence of which no transfer of ownership rights to these subject-matters shall take place. The Provider, Safetica and/or Safetica partners that have granted their licenses to Safetica reserve all rights to their intellectual property in question except the one that is granted explicitly to the User within the Terms.

4. USAGE

4.1. Change of device. Upon the Software installation on any Station, the number of Stations on which the Software may be further installed by the User is decreased. Upon uninstalling and removing the Software from the Station, the User may install the Software on another Station, however, the change of a Station may only be performed 3x (three times) for each calendar year of the License term.

4.2. Usage Restriction. Within the scope of mandatory legal regulations of the governing law, the User may not (a) reproduce the Software in any way, including the production of a back-up copy; (b) disseminate, rent or lend the Software; (c) display or publish the Software; (d) translate, process or amend or change the Software in any way; (e) perform reverse engineering, decompile, disassemble or try to gain the Software source code in any other way; (f) attempt to break the Software security measures or to attack the Software in any other way.

4.3. Further Restrictions. The User may not (a) provide any right forming a part of the License or its part to any third party; (b) transfer the License or assign the Agreement to a third party; (c) grant a License to a third party as a guarantee, security, a lien or to grant similar rights to a third party; (d) grant, show or make the Software accessible in any other way to a third party; (e) use the Software in order to provide any service to third parties including for educational purposes with respect to third parties; (f) generate on its own or by means of third parties, or take part in the development of a software based on or derived from the Software; (g) perform comparative or other testing of the Software and to publish the output of such a testing or to make the results accessible by third persons; (h) remove the author's or Safetica's identification from the Software or from any other intellectual property in question provided to the User by Provider in connection with the Software, or to change or manipulate with this identification in any other way unless provided by the Provider with the Software that does not contain this identification.

4.4. Obligations. For the whole term of the License, the User shall (a) ensure and comply with adequate security measures in order to protect the Software against unauthorized access, usage or publishing; (b) supervise and manage the access to the Software and its usage, so that it is performed solely in compliance herewith.

4.5. Remote Deactivation. In the event of a substantial breach of the Agreement by the User and upon a prior notification sent to the User in writing requesting the remedy of such a breach within a period of at least 10 (ten) days by which the User shall be notified of the rights of Provider in accordance with this Paragraph, Provider

may perform the remote deactivation of the Software used by the User until the User provides remedy for the announced breach.

5. SYSTEM REQUIREMENTS

5.1. System Requirements. The Software is supported solely on the Stations that meet the system requirements stipulated on the website of Safetica. At the same time, the User may contact Safetica and enquire about the system requirements before approving the Terms. By approving the Terms, the User accepts liability for the fact that its devices meet the system requirements.

5.2. Update of Environment. Safetica keeps developing and updating the Software in compliance with the newest findings in the field of cybersecurity and user requirements. During the term of the License, Provider may change the system requirements of the new versions of the Software. The User is obliged to update its environment as well as the Stations on a regular basis, including but not limited to the hardware, operating system, anti-virus software, and other associated systems that are necessary for operating the Software. Provider accepts no liability for any loss of competency of the User's environment and/or Stations to operate the new version of the Software.

6. GUARANTEE AND LIABILITY

6.1. Guarantee. Provider provides guarantee for the Software for a period of 30 (thirty) days of the Initiation Date. The guarantee means that the Software shall have the features stipulated explicitly in the Terms.

6.2. Breach of Guarantee. Should any defects be found in the Software within the guarantee period, Provider may, at its discretion, remedy the defects by repairing the Software, supplying another Software with similar functions, inventing a procedure by means of which the User may use the Software in compliance with the Terms (workaround) or by refunding the paid license fee against the deactivation of the Software, deletion of the Software from all devices used by the User and returning all the reproductions of the Software to Provider.

6.3. Reservations. Provider provides no other guarantee for the Software than the guarantee explicitly stipulated in the Terms. The Software is designed and offered as a general-purpose product, not for specific purposes of a licensee of the Software. The Software only has content-based and functional features stipulated explicitly in the Technical Documentation; should the Software fail to have any other features, this is not considered as defective performance. The User understands that the Software does not serve for and is not suitable for the purposes of operation where any failure, default or inaccuracy of functionalities, data or contents of the Software could lead to a death, injury or significant property damage or environmental damage.

6.4. User's Liability. The User is obliged to ensure that the installation and usage of the Software by the User complies with all the requirements stipulated by applicable legal regulations, including but not limited to the regulations within the area of labor, privacy protection, and personal data protection, and is liable for the same.

6.5. Limitation of Liability. Provider shall not be liable for any indirect damage caused to the User even if the User had previously warned Provider of a possible incurring of an indirect damage, including but not limited to the loss of profits, special or accidental damage or damage incurred as an indirect consequence of the Software usage. Provider accepts no liability for the User's non-material damage. In any case, should Provider be obliged to pay any compensation for damage to the User, the Parties agree that Provider shall pay a maximum compensation in the amount of

license fees for the Software Licenses paid by the User to Provider within the past 12 (twelve) months preceding the incurring of the damage.

6.6. Obligation to Install Security Updates. The User is obliged to install all recommended security updates of the Software upon the publishing of such updates. Security updates are published by means of a notification directly within the user interface of the Software. Otherwise Provider is not liable for damage caused by any defect of the Software arising after the publishing of the security update focused on the elimination of such a defect.

6.7. Obligation to Maintain Security Measures. The User is obliged to maintain the best practices of the Software security recommended by Safetica. Best practices shall be available on-line at go.safetica.com/post-implementation_recomendation. The User is liable for any damage caused to itself or to Provider or to third parties if such damage could have been prevented by maintaining the best practices.

7. CONFIDENTIALITY OBLIGATION

7.1. Confidential Information. Confidential information is the trade secrets of the Parties, i.e. facts that are competitively significant, specific, valuable and inaccessible in the relevant business sphere which are connected to the business of the Parties and the confidentiality of which the Parties ensure by appropriate measures, and other confidential information of the Parties, including but not limited to (i) all information and documents related to the cooperation of the Parties including any special agreements concluded between the Parties with respect to the Software licensing; (ii) price lists, price policy, invoices, business plans and strategies, marketing and advertising intentions, inventions, innovative improvement proposals, information concerning the customers, partners or suppliers, know-how, development or production procedures; (iii) all documentation concerning the Software including the source codes and machine codes, all Software output including analyses, graphs, statistical reports, and recommendations, security codes and passwords; (iv) personal data processed in compliance with the Agreement; (v) the aforementioned information received from the customers, partners or suppliers of the Parties (particularly from Safetica, if the Provider is the Distributor); and (vi) information that is marked as confidential by words "secret", "confidential" or by words of a similar meaning.

7.2. Exceptions to Confidential Information. No information publicly accessible at the time of its disclosure or use shall be deemed as confidential.

7.3. Confidentiality Obligation. The Parties agree to maintain confidentiality of all confidential information of the other Party and of security measures whose disclosure to an unauthorized person could endanger the security of the confidential information of the other Party. The compliance with the obligation of confidentiality shall mean the non-publishing and non-disclosure of the confidential information of the other Party to any third party and the non-usage of the confidential information for purposes other than necessary for the cooperation of the Parties concerning the usage of the Software.

7.4. Exceptions to Confidentiality. Breach of confidentiality obligation shall not consist of the disclosure or usage of the confidential information of the other Party (i) with a prior written consent of the other Party; (ii) due to an obligation stipulated by a legal regulation or imposed by a public authority; (iii) if the Party had known the confidential information from other sources than the other Party and it has not been acquired in relation to a breach of confidentiality; (iv) if the confidential information has been in the possession of a Party before the conclusion of the Agreement;

(v) to a consultant, auditor, legal representative or another partner of the Party provided that this person is bound to maintain contractual or legal confidentiality of the confidential information at least as stringent as stipulated in this Paragraph; or (vi) if necessary for the cooperation of the Parties. Notwithstanding, the Party may disclose or use confidential information in accordance with this Section solely within the necessary scope and in the event of exception under point (ii), the Party is also obliged to inform the other Party of such disclosure or usage without undue delay unless in contradiction to the law.

8. TERMINATION OF The AGREEMENT

8.1. Ways to Terminate the Agreement. The Agreement shall solely be terminated by the agreement of the Parties, by the lapse of the term of the License (unless provided as perpetual), by withdrawal from the Agreement in compliance with Paragraph 8.2. or by a written notice in compliance with Paragraph 8.3.

8.2. Termination of Agreement by Withdrawal. The Parties may withdraw from the Agreement due to a substantial breach thereof by the other Party. It is deemed that the User has breached the Agreement substantially if it has been in default with a payment justly invoiced by Provider for a period of more than 10 (ten) days, or if the User used the Software in contradiction to the Terms or it has breached the confidentiality obligation more than once. It is deemed that the Provider has breached the Agreement substantially if it has breached the guarantee and failed to remedy this breach in compliance with the Terms nor within a reasonable time upon being informed in writing of this fact by the User. The termination of the Agreement by withdrawal may solely be done in writing and is effective of the date of delivery to the other Party.

8.3. Notice of the Agreement Termination. Any of the Parties may terminate the Agreement for convenience in writing with a notice period of 3 (three) months. The notice must be provided in writing. The notice period shall commence in the month following the month of the notice delivery to the other Party.

8.4. Effects of Termination of the Agreement. Regardless the reason and the manner of termination of the Agreement, Provider is entitled to a proportional part of the agreed license fee for the time when the User used or may have used the Software. Upon the termination of the Agreement, the User shall stop using the Software immediately, remove the Software from all the devices that it uses, and destroy all its reproductions. Termination of the Agreement also means the expiration of the User's License to all other intellectual property in question that has been licensed to the User by Provider in connection with the Software and the User is obliged to stop using such property and to remove it from all the devices it has been using, and to destroy all reproductions of it. The rights and obligations agreed under Paragraphs 4.2., 4.3., 4.5., 6.5., 7., 8., and 9. shall survive the termination of the Agreement. The confidentiality obligation persists during the whole period of existence of confidential information or until the Parties waive each other's confidentiality obligation.

9. FINAL PROVISIONS

9.1. Language. The Terms have been drawn up in the Czech and English language. In case of any discrepancy between the language versions the Czech version shall prevail.

9.2. Governing Law. All legal relationships between the Parties related to the License or the Agreement shall be governed by the laws of the Czech Republic.

9.3. Arbitration Clause. The Parties agree that any dispute between them shall be settled amicably. If the Parties fail to reach an amicable resolution to the dispute:

9.3.1. any disputes arising from the Agreement or in connection therewith where the amount claimed does not exceed CZK 200,000 on the day of filing the action shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by one arbitrator appointed by the President of the Arbitration Court;

9.3.2. other disputes arising from the Agreement or in connection therewith shall be finally decided in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

9.4. The Arbitration Proceedings. The arbitration proceedings under Paragraph 9.3.1. shall take place in Prague, otherwise the arbitration proceedings shall take place in London. Unless otherwise provided by the Parties, the arbitration proceedings shall be held in English. The Parties have agreed that the arbitration proceedings and the matters associated therewith shall be deemed as confidential. The costs of the proceedings as well as the arbitrators' fees shall be paid by the unsuccessful Party.

9.5. Delivery. All requests, notices or other messages designated for the other Party shall be delivered to the other Party's seat at the address stated in the last message received by the Party from the other Party, stated on the other Party's website or which is registered with the other Party in a public register unless the Terms in a specific case provide otherwise.

9.6. Language of Messages. The Parties shall make any requests, notifications or other messages designated for the Parties in the Czech or English language, otherwise they are deemed not to be made.

9.7. Written Form. Written form is deemed to be adhered to even by sending an electronic message with an advanced electronic signature or a qualified electronic seal.

9.8. Reference Publishing. Provider is entitled to place the business name, logo, trademark or any other trade designation of the User onto its website into the references section and use it in all its references marketing materials. If Safetica is not the Provider, the User shall grant this authorization to Safetica as well.

9.9. Non-solicitation. The Parties agree that they shall not request or advise any of the existing clients, customers or suppliers of the other Party to withdraw from, terminate, restrict or cancel their cooperation with the other Party.

9.10. Force Majeure. The Parties consider the event of Force Majeure to be all circumstances independent of the will of the obliged Party that are unresolvable and unforeseeable, including but not limited to natural disasters, embargo, strikes (including the reported ones) and wars. In the event of Force Majeure where a Party is prevented from the performance of its obligations hereunder, the Party shall notify the other Party of this fact without undue delay providing the period during which it may not perform under the agreement. The events of Force Majeure shall not affect the payment obligation of any of the Parties.

9.11. No Assignment. Unless provided with a previous written consent of the other Party, neither of the Parties may assign the Agreement or any claim, right or receivable arising therefrom.

9.12. No Set-Off. Unless otherwise provided by the Parties in writing, no claims, rights or receivables arising from the Agreement may be set off.

9.13. Severability Clause. Should any of the provisions hereof be or become invalid, void, ineffective or unenforceable, this fact shall not affect the rest of the Terms. The Parties agree to replace any such invalid, ineffective, void or unenforceable provisions of the Terms with a provision that is valid, effective, not considered void, enforceable and with the same business and legal meaning within 14 (fourteen) days of receiving a request from the other Party.

9.14. Third Parties. A third party is any person other than Provider or the User. The Parties represent that by concluding the Agreement they do not intend to confer any rights or obligations from the Agreement to any third party, apart from the rights explicitly conferred to Safetica.

9.15. Waiver of Rights. The failure or omission of a Party to enforce any of its rights in compliance with the Agreement shall not be deemed as the future waiver of such rights.

9.16. Reservation to Amend the License Terms. Provider may amend the Terms within a reasonable scope, especially in the scope

that includes but is not limited to the Software usage restriction, system requirements, obligation to install updates, guarantees and liability for defects, provisions on the choice of governing law, authority of the arbitration courts and arbitration location, particularly in the event of changes to the license terms with respect to the intellectual property of third parties in question that forms a part of the Software, legal regulations on the field of privacy protection, pricing policy of Provider's suppliers, or in the event that Safetica develops a new version of the Software. The amendment of the Terms shall be reported by Provider on its website and by email to the last known email address of the User used for the communication with Provider. Unless rejected by the User within 1 (one) month since sending the notification to the User, the User is deemed to have adopted the amended Terms. Should the User reject the amended Terms within the aforementioned period, this fact shall constitute the termination of the Agreement with a 2 (two) months termination period; during this period the applicable Terms shall be the last ones agreed upon by both Parties. Safetica shall also be entitled to send the notification about the change of the Terms to the User on behalf of the Distributor.

ANNEX A: DEFINITIONS

Agreement is the license or sub-license agreement, based on which the License for the use of the Software is provided.

Distributor is a legal entity or natural person authorized to provide the User with a sublicense for the use of the Software. This person may be a distributor, partner, reseller, MSP or another person, that had been granted an appropriate license from Safetica. A list of the main Distributors is published at www.safetica.com/partners. Provided that the third party is not found in this list, we recommend to enquire with Safetica whether the third party is or is not its Distributor.

Initiation Date is the day on which the User license term commences running. The Initiation Date is stipulated in the Agreement and it is the same date that is provided in the license certificate generated by Safetica for the User. If the User obtained a trial License to the Software, it shall not receive a license certificate; in such a case the Initiation Date is the date when the User's Software Trial License agreement is executed.

License is a license or sublicense for the use of the Software under the Terms, depending on whether the Agreement has been concluded with Safetica (license) or Distributor (sublicense).

MSP is the Distributor, which provides administrative or other agreed services for Users via specialized access, including the administration of Licenses.

Provider is a person who, under the Agreement, provides the User with the License for the use of the Software. Provider may be Safetica or a Distributor.

Safetica is the commercial company Safetica Technologies s.r.o., incorporated under the laws of the Czech Republic, Company VAT CZ25848666, with its registered seat at Laubova 1729/8, Vinohrady, 130 00 Prague 3, recorded in the Commercial Register held by the Municipal Court in Prague under file No. C 117600.

Software is Safetica's computer program named Safetica DLP, Safetica Auditor, Safetica

Mobile, Safetica Office Control, Safetica Auditor Terminal Server, Safetica DLP Terminal Server, Safetica Professional Services, Safetica DLP – MSP, Safetica Auditor – MSP, Safetica Mobile – MSP, Safetica Office Control – MSP, Safetica Auditor Terminal Server – MSP, Safetica DLP Terminal Server – MSP, or Professional Services. The detailed specification of the Software is provided in the Technical Documentation.

Station is a single PC, server or mobile device including a tablet with the supported operating system.

Technical Documentation is the documentation containing the Software specification. The User received Technical Documentation prior to executing the Agreement from Provider and it is also available directly from the Software.

Because to err is human

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