

Date Revised: 10th Jan 2021

End User License Agreement

IMPORTANT: READ CAREFULLY: This Deep Netts LLC End User License Agreement ("**Agreement**") is a legal agreement between You and Deep Netts LLC and its respective brands for the materials accompanying this Agreement, which may include computer software, printed materials, and "on line" or electronic documentation and resource files, project and solution files for Deep Netts LLC Products.

BY INSTALLING, DOWNLOADING, COPYING OR OTHERWISE USING THE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, DOWNLOAD, COPY OR USE THE PRODUCT.

The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Deep Netts LLC own the title, copyright and other intellectual property rights in the Product. The Product is licensed, not sold.

1. DEFINITIONS.

- 1.1. **"API" or "Application Programming Interface"** is a set of functions and procedures allowing the creation of applications that access the features of the software or web service.
- 1.2. **"Deep Netts LLC" or "Company"** means Deep Netts LLC.
- 1.3. **"Confidential Information"** is any information marked as confidential. Confidential Information does not include information:(a) which is publicly known; (b) which is disclosed to the other party without restriction by a third party and without any breach of confidentiality by the third party; or (c) which is developed independently by the other party without reliance on any of the discloser's Confidential Information.
- 1.4. **"Derived Works"** means works based upon or using the Product.
- 1.5. **"Developer"** means one of Your employees or third-party consultants authorized to develop Derived Works specifically for You using the Product in accordance with this Agreement.

- 1.6. **“Priority Support”** means support package with guaranteed 24h first response time, priority in resolving requests and priority when planning development of new features.
- 1.7. **“Free Trial”** means use of the Product for a limited time period of 30 days.
- 1.8. **“License File”** means an electronic file which enables the Product to operate for a period of time specified in license. The License File is generated by Deep Netts LLC when the Product is purchased, and is provided to You. The License File contains information about You, the Product, and the license grant.
- 1.9. **“Maintenance Subscription”** means paid access to Product Updates and Technical Support.
- 1.10. **“Physical Location”** means any distinct physical address or device. Each office and/or device within a company with a unique address is classed as a separate physical location.
- 1.11. **“Product”** means the Software licensed under this Agreement which consists of the Software library, Development tool and Web services.
- 1.12. **“SaaS” or “Software as a Service”** means a model of software deployment whereby a provider licenses an application to customers for use as a service on demand.
- 1.13. **“SDK” or “Software Development Kit”** means a set of software development tools that allows a software engineer to create applications for a certain software package, software framework, hardware platform, computer system, operating system, or similar development platform.
- 1.14. **“Software”** means computer software, associated media, printed materials, and "on line" or electronic documentation provided under this Agreement.
- 1.15. **“Temporary License File”** means an electronic file which enables the Product to operate for a limited period of time. The Temporary License File is generated by Deep Netts LLC, and is provided to You. The Temporary License File contains information about You, the Product, and the evaluation period.

1.16. **“Updates”** means technical support, new version and/or supplements to the Product and/or related information.

1.17. **“You” or “Your”** means the purchaser, either an individual or a single entity.

2. **GRANT OF LICENSE.** Deep Netts LLC grants You the rights described in this Agreement provided that You comply with all the terms and conditions of this Agreement:

2.1. **General License Grant.** Except for termination for cause, Deep Netts LLC hereby grants to You a nonexclusive, non transferable license to use any versions of the Product that were accessible during the term of this Agreement. Deep Netts LLC grants use of the Product according to one of the license types below as identified in the Product title. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which You shall have access to the Product shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

2.2. LICENSE DESCRIPTIONS

2.2.1. **Free Development License.** Development license grants you a nonexclusive, non transferable limited license to use the Product only for the purpose of developing, testing, prototyping and demonstrating your application(s), and not for any other purpose.

It cannot be used for any internal data processing or for any commercial or production purposes. If you want to use the Product for any purpose other than as permitted under this agreement, You must purchase the applicable license or You may be sued for collection and punitive damages.

This license does not include support, and additional support services can be purchased.

2.2.2. In-house License. In-house license can be used for production for one in-house application or smaller website.

This license does not support distribution of derived works to third parties, public facing websites/applications, extranets, multi-site intranets or SaaS project usage scenarios.

This license does not support creating derived works that are used in a development library with an API or SDK.

This license includes One (1) Year subscription to Development tool and Standard Support.

Additional support services can be purchased with Priority Support package

2.2.3. Educational License. Educational license grants you a nonexclusive, non transferable limited license to use the Product only for educational purposes. It is for students, faculty members (teachers, instructors, and professors), and schools only. It cannot be used for any internal data processing or for any commercial or production purposes. If you want to use the Product for any purpose other than as permitted under this agreement, You must purchase the applicable license or You may be sued for collection and punitive damages.

This license does not include support, and additional support services can be purchased.

2.3. Documentation. You may make any number of copies of the electronic and other documentation provided with the Product or downloaded from the Deep Netts LLC website, provided that all copies must be used only for internal purposes and may not be republished or distributed externally.

2.4. Disassembly. You may not reverse engineer, decompile, disassemble or in any other way try to gain access to information regarding the construction of the Product(s).

2.5. Transfer. You may not rent, lease, lend, sub-license, sell, assign, transfer or pledge the Product in a standalone fashion or this Agreement, on a temporary or permanent basis, unless you first receive written permission from Deep Netts LLC.

2.6. Reservation of Rights. Deep Netts LLC reserves all rights not expressly granted herein.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

3.1. Redistribution Restrictions for Products

- 3.1.1. Products may not be distributed in any form that allows the Product to be reused by any application other than Your Derived Work.
- 3.1.2. Products may not be used to develop Derived Works that offer similar or competing functionality as the Product, or expose features of the Product through an API for use by an unlicensed third party.

3.2. Redistribution Restrictions for all Products

- 3.2.1. Deep Netts LLC will not provide support for Derived Works, Deep Netts LLC will only provide support for the Product.
 - 3.2.2. Derived Works may not use any of the brands of the Company in their naming nor may any of the brands of the Company appear in their name, without prior written permission from Deep Netts LLC.
 - 3.2.3. The name "Deep Netts LLC" must not be used to endorse or promote products derived from the Product without prior written permission. For written permission, please contact contact@deepnetts.com
- 3.3. **Term.** The term of this Agreement shall continue perpetually from the date of purchase unless terminated according to Section 3.4.
- 3.4. **Termination.** Without prejudice to any other rights, either party may terminate this Agreement if the opposite party fails to comply with the terms and conditions of this Agreement. In such event, You must destroy all copies of the Product, including but not limited to backups and all component parts and Derived Works.
- 3.5. **Survival.** Unless by its nature a provision cannot survive this Agreement, the provisions of this Agreement shall survive the expiration or any termination of this Agreement.

3.6. Consent to Use of Data. You agree that Deep Netts LLC and its affiliates may collect and use technical information, excluding any Confidential Information, gathered as part of the Product support services provided to You. Deep Netts LLC may use this information solely to improve its Products or to provide customized services or technologies to You. No information is collected by the Product; technical information must be provided to Deep Netts LLC by You through the support process.

4. CONSIDERATION.

4.1. Currency. All amounts are set forth in a Pricelist (www.deepnetts.com/pricing).

4.2. Consideration for Products. For the rights and license granted in this Agreement, you will pay Deep Netts LLC the currently published price available at www.deepnetts.com or another mutually agreed upon amount to appear on a valid invoice.

4.3. Taxes. The license fees and any other amounts payable pursuant to the terms and conditions herein are exclusive of any taxes or duties, now in force or enacted in the future, in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Deep Netts LLC, you must pay to Deep Netts LLC the amount of such taxes or duties in addition to any fees owed under this Agreement.

5. MAINTENANCE, UPDATES AND DISCONTINUATION.

5.1. Maintenance for Products. Initial purchase of a Product includes a one-year Maintenance Subscription. Thereafter, You may renew Your Maintenance Subscription annually. A Maintenance Subscription entitles the purchaser to Updates of the Product, access to Product fixes and Technical Support for a period of one (1) year (365 days).

5.2. Technical Support. Technical Support, is provided with the following conditions:

5.2.1. Technical support is provided only through Deep Netts LLC Ticket Support System. You agree not to attempt to bypass the Ticket Support System via phone, email, or other means.

5.2.2. Deep Netts LLC does not guarantee that any fix will be provided in any given time period. Any estimates provided are estimates only and are not binding or enforceable.

5.2.3. Updates and fix notifications are posted in the Deep Netts website; they are not provided directly to You.

5.2.4. Deep Netts LLC will provide support status updates when You request them, only for Priority Support package, while Standard Support does provide updates on a best effort basis.

5.2.5. Deep Netts LLC will typically provide support for the Product throughout the license subscription period whether the Product has been discontinued or not. However, Deep Netts LLC reserves the right to cancel support, at any time and for any reason.

5.3. Priority Support. Priority Support services will be provided substantially as described in the description of services available at www.deepnetts.com. In addition to the terms in Section 5.2, the following shall apply:

5.3.1. Deep Netts LLC shall use reasonable efforts to solve problems identified by You; however, Deep Netts LLC does not warrant that it will solve any particular problem in a given timescale, or at all.

5.3.2. Priority Support package is subject to fair use policies as described on the Priority Support product descriptions.

5.4. Discontinuation of Product. Deep Netts LLC reserves the right to discontinue the Product at any time, whether it is offered individually or as a part of a Product suite.

5.4.1. If Deep Netts LLC discontinues the Product, they will announce Product discontinuation on the Deep Netts LLC website. If the Product is discontinued because it is made part of another Deep Netts LLC Product, then a license for the subsequent merged Product will be made available to You at no additional fee.

5.5. Close of Business. If for any reason, including insolvency or dissolution, Deep Netts LLC is unable to remain in business under the Deep Netts LLC name or another name they will provide the following remedy to each license owner:

5.5.1. Deep Netts LLC will make a reasonable effort to notify You at least thirty (30) days prior to close of business.

6. DELIVERY. The Product and any associated materials are provided in electronic format only. You are responsible for downloading the Product from the Deep Netts LLC website: www.deepnetts.com. Upon purchase, Deep Netts LLC shall deliver to You a License File which will enable the Product to function in the purchased license capacity. If You are distributing software that includes Deep Netts LLC Software then it is Your responsibility to protect Your License File to ensure no unauthorized access or unintended distribution is possible. CUSTOMERS ARE ADVISED TO KEEP A BACKUP COPY OF ANY DOWNLOADED PRODUCT FOR FUTURE USE.

7. INTELLECTUAL PROPERTY RIGHTS. All title and intellectual property rights in and to the Product (including but not limited to any images, photographs, animations, video, audio, music, and text incorporated into the Product and any copies of the Product that You are expressly permitted to make herein) are owned by Deep Netts LLC or its suppliers. All rights not expressly granted are reserved by Deep Netts LLC.

8. NONDISCLOSURE. Both Parties recognize that the other Party may obtain proprietary and/or Confidential Information in the course of their business. Each Party agrees to protect each other's Confidential Information as follows:

- 8.1. Time and Method.** Both during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to hold each other's Confidential Information in confidence and to protect the disclosed Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as they use to protect their own confidential information of a like nature.
- 8.2. Permitted Disclosure to Employees.** Each Party agrees that it will only disclose Confidential Information to its responsible employees, contractors, professional advisors and similarly situated individuals who have a bona fide need to know and who are bound by agreement or by law to keep such information confidential.
- 8.3. Other Permitted Disclosures.** Each Party may disclose Confidential Information (i) as authorized by the other Party in writing or (ii) to the extent required by applicable law, court, or government agency, provided that the Party required to disclose Confidential Information promptly notifies the other Party and cooperates with any efforts by the other Party, at the other Party's expense, to limit such disclosure by means of seeking a protective order or requesting confidential treatment. Other than those expressly allowed under this Section 8 of the Agreement, no other disclosures of Confidential Information are permitted.
- 9. LINKS TO THIRD PARTY SITES.** You may be linked to third party sites through the use of the Product documentation. The third party sites are not under the control of Deep Netts LLC, and Deep Netts LLC is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Deep Netts LLC is not responsible for webcasting or any other form of transmission received from any third-party sites. Deep Netts LLC provides the links to third party sites to You only as a convenience, and the inclusion of any link does not imply an endorsement by Deep Netts LLC of the third-party site.
- 10. LIMITED WARRANTY AND DISCLAIMER.**
- 10.1.** Except with respect to a Free trial of the Product, Deep Netts LLC warrants that, for a period of thirty (30) days from the date of purchase (as evidenced by a copy of Your receipt) when used with a recommended hardware and software configuration, the Product will perform in substantial conformance with the documentation supplied with the Product. This warranty applies only on initial Product purchases and does not apply to Maintenance Subscription renewals or Updates.

- 10.2.** Deep Netts LLC PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR FREE TRIALS OF THE PRODUCT. THE FREE TRIAL OF THE PRODUCT IS PROVIDED "AS IS".
- 10.3.** Deep Netts LLC AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DEEP NETTS LLC DOES NOT WARRANT THAT THE PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE PRODUCT IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. DEEP NETTS LLC SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.
- 10.4.** IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE PRODUCT, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY.
- 10.5.** NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DEEP NETTS LLC, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.
- 11. EXCLUSIVE REMEDY.** Your exclusive remedy for breach of warranty is to return the Product to the place You acquired it, with a copy of Your receipt and a description of the problem. If You report a breach of warranty to Deep Netts LLC no more than thirty (30) days from the date of purchase, then Deep Netts LLC will use reasonable commercial efforts to supply You with a replacement copy of the Product that substantially conforms to the documentation, or refund to You Your purchase price for the Product, at its option. Deep Netts LLC shall have no responsibility if the failure arises out of use of the Product with other than a recommended hardware configuration. THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT.
- 12. LIMITATION OF LIABILITY.** Except with regard to: (i) breach of confidentiality obligations; and (ii) any costs associated with the defense chosen by Deep Netts LLC pursuant to Section 13 "Indemnification,"

and (iii) settlement, to the infringed upon party, of an intellectual property right claim or moral right claim, liability shall be limited as follows:

- 12.1.** NEITHER Deep Netts LLC NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE PRODUCT AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF Deep Netts LLC OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
 - 12.2.** Deep Netts LLC'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES, FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCT THAT CAUSED SUCH DAMAGE.
 - 12.3.** THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT.
 - 12.4. Force Majeure.** Deep Netts LLC is not liable hereunder by reasons of failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, government action, labor conditions, or any other cause which is beyond its control.
- 13. INDEMNITY.** You agree to hold Deep Netts LLC harmless against, and at Your expense handle and defend, any claim and defend any third party suit brought against You based upon an allegation that any software developed by You and included in Derived Works produced using the Product constitutes an infringement of any international patent, or any copyright or other proprietary or intellectual property right. You shall pay all damages and costs awarded in such suit.

Deep Netts LLC will indemnify, defend and hold You, and/or Your and/or its affiliated and/or subsidiary companies harmless against any claims, legal actions, losses and other expenses arising out of or in connection with any claims that the Product and/or related documentation infringes or violates any

intellectual property rights of any third party ("Claim"), on the condition that You notify Deep Netts LLC promptly of the Claim and give Deep Netts LLC sole control of the defense and negotiations for its settlement or compromise. If You become, or may become, prohibited from continued use of the Product by reason of an actual or anticipated Claim, Deep Netts LLC will use its reasonable efforts to do the following: (a) obtain for You the right to use the Product, or (b) replace or modify such Product so that it is no longer subject to a Claim, but performs the same functions in an equivalent manner.

In the event that Deep Netts LLC determines, in its sole discretion, that neither (A) nor (B) is commercially reasonable, Deep Netts LLC shall refund pro-rata unused license fees paid by You for the infringing Product.

- 14. NO WAIVER.** No action taken by either party pursuant to this Agreement, and no waiver by either party, whether express or implied, of any provision or right in this Agreement or any breach thereof, and no failure of either party to exercise or enforce any of its rights under this Agreement, will constitute a continuing waiver with respect to such provision or right or as a breach or waiver or any other provision or right, whether or not similar.
- 15. SEVERABILITY.** If any covenant or provision of the Agreement is determined to be void or unenforceable in whole or part, then such void or unenforceable covenant or provision shall be deleted from this Agreement and shall not effect or impair the enforceability or validity of any other covenant or provision of this Agreement or any part thereof.
- 16. GOVERNING LAW.** This Agreement shall be governed and interpreted according to the laws of the State of New York, US. Any lawsuit filed regarding this Agreement shall be filed in the State of New York, US.
- 17. CAPTIONS.** All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive, or to affect the meaning or scope of this Agreement.
- 18. UPDATES.** Deep Netts LLC may make updates and changes to this license Agreement from time to time. Such changes will be posted on our website at www.deepnetts.com as well as distributed with the Product. You are bound by the terms of the Agreement as it is posted or distributed at the most recent

time you install the Product or Updates. If You do not wish to be bound by the terms of this license Agreement You should not install any Updates or additional Product(s).

- 19. PUBLICITY.** You grant Deep Netts LLC the right to use Your name and logo in press releases, brochures, case studies, marketing materials, the Deep Netts LLC website and similar materials indicating that You are a customer of Deep Netts LLC.

- 20. ENTIRE AGREEMENT.** This Agreement is the entire agreement between You and Deep Netts LLC relating to the license of the Product and the support services (if any) You purchase hereunder and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this Agreement. This Agreement includes and encompasses materials referenced herein from the www.deepnetts.com website. To the extent the terms of any Deep Netts LLC policies or programs for support services conflict with the terms of this Agreement, the terms of this Agreement shall control.

Important: Do not make changes to this agreement. If You are an Enterprise Support customer and wish to discuss any of the terms within this agreement please contact Deep Netts LLC Sales for further information.