

END USER LICENSE AGREEMENT

Revision of June 27, 2022

This End User License Agreement (hereafter - the "License Agreement", the "Agreement") is a legally binding agreement between you, acting as a natural person or a legal entity (hereafter - the "User") and **ISPmanager LTD** (hereafter - the "Rights Holder").

By acting on behalf of a legal entity (and any other person you represent), you confirm that you have all necessary authority to perform the acts by which such entity is bound by the Agreement. The granting of the right to use the Software Product is accompanied by a separate agreement concluded between the Rights Holder or the Rights Holder's Partner and you. If you and the Rights Holder or the Rights Holder's Partner enter into an agreement, the Agreement and all of its provisions shall be an integral part of such agreement.

Carefully read the terms and conditions of the Agreement before downloading, copying, installing, obtaining or activating the license Key, and before using the Software Products of the Rights Holder. Performance of any of the actions specified in this paragraph, as well as commencement of use of the Software Product shall be deemed as unconditional acceptance of the Agreement.

By pressing the "I agree to and accept the terms of this License Agreement" button and by taking the actions specified in paragraph 3 of the preamble, you acknowledge that your consent is informed and voluntary and that you will abide by the terms of the License Agreement.

Appendices to this Agreement (including those incorporated by reference) may contain additional terms and conditions relating to all or certain Software Products and related services or certain obligations of the parties. All additional terms, rules, and regulations referred to in the Agreement shall apply as if such documents were included directly in the text of the Agreement.

1. TERMS AND DEFINITIONS

- 1.1. Rights Holder - **ISPmanager LTD**, the developer and owner of the exclusive rights to the Software Products.
- 1.2. User, you - a natural person or a legal entity that has purchased the Software Product for its own use, acting in accordance with the laws of the state of its location and entitled to enter into legal relations with the Rights Holder under this License Agreement.
- 1.3. License Agreement (Agreement) - this License Agreement with all appendices (supplements) hereto.
- 1.4. Software Product - a computer program, the exclusive right to which belongs to the Rights Holder.
- 1.5. Activation keys are an element of the system of technical means of copyright protection used by the Rights Holder to protect Software Product from unauthorized use, as well as to provide it under non-exclusive license conditions.
- 1.6. The Rights Holder's Website is a set of web pages located in the information and telecommunication network of the Internet and united by a single address space of the ispmanager.com domain and subdomains of the following levels.
- 1.7. Client area is a web interface of the Rights Holder's automated billing system located on the Rights Holder's Website.
- 1.8. Rights Holder's Partner - a person to whom the Rights Holder has granted the right to distribute or otherwise use the Software Product.
- 1.9. License - the right to install, run and use the functionality of the Software Product granted by the Rights Holder under a simple (non-exclusive) license in accordance with the terms of the agreement between the User and the Rights Holder or the Rights Holder's Partner.
- 1.10. Device - the physical or virtual device on which the User uses the Software Product.

2. GRANTING THE LICENSE

- 2.1. Under the License Agreement the Rights Holder grants the User a non-exclusive, time-limited, non-transferable, revocable right to use the Software Product (the License) in accordance with its functional purpose.
- 2.2. The term for which the right to use the Software Product is granted, the amount of the license fee, as well as the scope of the granted rights of use are determined by the specific agreement and the type of License, based on which the User is granted the right of use. However, the rights of use granted by such specific agreement may not conflict with the License Agreement. The license fee under the Agreement is not paid by the User. At the same time, the license fee for the use of the Software Product may be paid by the User under the terms of separate agreements entered into by the User with the Rights Holder or the Rights Holder's Partner.

3. PERMITTED USE

- 3.1. The User is granted the right to use the Software Product in the following ways:
 - 3.1.1. by reproducing the Software Product by recording (installing) one copy of the Software Product into the memory of one (1) Device;
 - 3.1.2. by making the Software Product available to the public in such a way that any person or a person determined by the User could get access to it via information and telecommunication network, including the Internet; and making available may be performed only by such means that third parties are given access only to the visual displays generated by the Software Product and (or) the possibility of interactive interaction with the functional part of the Software Product;
 - 3.1.3. Parameters of use of the Software Product other than the terms of the Agreements shall be set in a separate agreement with the Rights Holder or the Rights Holder's Partner.
- 3.2. The right to use the Software Product is granted to the User with the following restrictions:
 - 3.2.1. The User is not allowed to modify the Software Product, i.e. to make any changes to it except for:
 - 3.2.1.1. changes in the settings of the Software Product or other similar changes performed by using the features of the Software Product described in the documentation;
 - 3.2.1.2. adaptation, i.e. changes, regardless of how they are made, which are made solely for the purpose of ensuring the operation of the Software Product on specific hardware of the User or under the control of specific software of the User;
 - 3.2.1.3. installing minor updates to the Software Product issued by the Rights Holder.

- 3.2.2. When using the Software Product in any way, the User is prohibited to perform the following:
- 3.2.3. reverse engineer, decompile, disassemble, tamper with technology, dismantle or otherwise attempt to extract the source code of the Software Product, or make any changes to the source and object code;
- 3.2.4. change the structure of the Software Product and/or its databases, the composition of information contained therein (unless such actions are provided by the functionality of the Software Product and/or the documentation for the Software Product);
- 3.2.5. perform any actions resulting in alteration or deletion of visual representations of a trademark, service mark, commercial designation, or copyright mark generated by the Software Product. It is also prohibited to perform any action that significantly hinders the recognition of the visual representations mentioned in this paragraph, such as obscuring them or changing their original dimensions. The visual representations mentioned in this paragraph can be changed only by means offered directly by the interface of the Software Product.
- 3.2.6. block the operation of technical means of copyright protection;
- 3.2.7. modify or create any derivative products (works) based on the Software Product or any element thereof (including audio-visual series and source code);
- 3.2.8. separate the Software Product into its constituent parts;
- 3.2.9. otherwise use the Software Product in a manner not specified in the documentation or in a manner not in accordance with the recommended hardware and software environment.
- 3.3. The User may use the Software Product throughout the world. This provision may be subject to limitations under the specific agreement under which such License is acquired.
- 3.4. When using and distributing the Software Product, adhere to the rules of business ethics, refrain from unfair acts, including, but not limited to, which directly or indirectly have a negative impact on the perception of the Software products, business reputation of the Rights Holder.
- 3.5. Software Product is supplied with accompanying materials, which are descriptions, instructions for configuration and use, etc. Accompanying materials are independent objects of intellectual property, the exclusive right to which belongs to the Rights Holder. The use of the accompanying materials for any purpose and in any manner other than for the purpose and manner required for use of the Software Product is prohibited.
- 3.6. The User must comply with the terms of the Agreement, the relevant agreement with the Rights Holder or the Rights Holder's Partner.
- 3.7. Algorithms of operation of the Software Product, as well as its source codes in which such algorithms are implemented, are a trade secret of the Rights Holder. Any use of them or use of the Software Product in violation of the terms of the Agreement is considered a violation of the rights of the Rights Holder and is sufficient grounds for termination of the agreement with the User.

4. TRIAL VERSION

- 4.1. The right to use the Software Product may be provided under the trial ("Trial", "Test", etc.) license solely for the purpose of evaluating its functionality and assessing its compliance with the User's objectives. The License Agreement shall apply to such evaluation Licenses in its entirety.
- 4.2. The term of the trial license, the scope of use are set by the Rights Holder independently and at its discretion.
- 4.3. The Rights Holder has the right to prematurely terminate the trial period, change the scope and permitted use of the Software Product.
- 4.4. Upon expiration of the trial period, the User undertakes to immediately stop using the Software Product and delete the copies of the Software Products in his possession or purchase a License to use the Software Product.
- 4.5. The granting of a trial License may under no circumstances be construed as granting an open License.
- 4.6. If the Software Product is provided for evaluation purposes, a separate agreement may be made with the User, which regulates the order and conditions of use of such Software Product.
- 4.7. The Rights Holder does not charge any fee for granting the right to use the Software for demonstration purposes, unless otherwise follows from a separate agreement, or is established when offering to use such Software Product.

5. USAGE MONITORING

- 5.1. The Rights Holder has the right to use technical means of copyright protection for the purposes of remote monitoring of the Software Product, without notifying the User, including impersonal copying, access, storage, disclosure and use of data on the use of the Software Product, its settings, software and hardware environment, equipment. Such monitoring may be conducted for the following purposes (including, but not limited to): control over the legality of the use of the Software Product, collection of statistical information, search for possible vulnerabilities in the Software Product, improvements to the Software Product, research.
- 5.2. Protection tools, among other things, may suspend or disable the Software Product in whole or in part if violations are detected, the expiration or termination of the License, the inability to exchange information between the Software Product and the Rights Holder's servers via the Internet when the copyright protection tools work, or a violation of the terms of the License Agreement. No prior notices of suspension/discontinuation of the Software Products are given.
- 5.3. The Rights Holder does not collect personal data as part of the monitoring referred to in this section. All data are collected anonymously.

6. TECHNICAL SUPPORT

- 6.1. The Rights Holder has the right to provide technical support to the User on issues related to the use of the Software Products, in particular with respect to installation, configuration and use. Such support is provided only for copies of the Software Product licensed directly from the Rights Holder under a specific agreement.
- 6.2. Technical Support is only provided in the Client Area.
- 6.3. The Rights Holder does not provide technical support to Users if the License was not purchased directly from the Rights Holder. Detailed Technical Support Procedure can be found on the Rights Holder's Website.

6.4. The Rights Holder has the right to change, supplement, suspend or terminate the rules on support at any time in its sole discretion, as well as to completely discontinue its provision. The Rights Holder also independently determines the versions of the Software Product for which technical support is provided.

7. SOFTWARE UPDATES

7.1. The Rights Holder may periodically at its sole discretion and based on its development plan, release updates of the Software Product, the installation of which eliminates errors, expands, modifies functionality, changes the visual representation of the Software Product, and makes other changes.

7.2. Updates may change minimum hardware or software environment requirements, supported operating systems, and other operating conditions.

7.3. The Rights Holder makes no commitment to support individual operating systems, technologies and additional software.

7.4. Loading and installation of updates of the Software Product is performed automatically, provided that the Device, on which the Software Product is installed, is connected to the information and telecommunication network of the Internet and has an active License. Downloading and installing updates of the Software Product is performed only with the User's consent.

7.5. No fee is charged for access to minor updates of the Software Product, the right to use which is granted on the basis of an annual or monthly license.

8. NON-DISCLOSURE AGREEMENT

8.1. The Parties hereby agree that any confidential information that has become known in connection with this License Agreement shall not be disclosed to any third party, except as required by law or by agreement of the Parties. Confidential information means any information that is not legally available to the public, including, but not limited to, information on technology, prices, commercial and technical plans, and other information of potential value due to its unavailability to third parties.

8.2. Any feedback, suggestions, ideas, requests that may be sent by the User to the Rights Holder (hereinafter referred to as "Suggestions") through any communication channels regarding the Software Products are not confidential information. By submitting the Suggestion, the User grants the Rights Holder an exclusive, transferable and sublicensable, unrestricted, royalty-free (or other remuneration) license to use or modify the Suggestion.

8.3. The Rights Holder may use Suggestions in any manner and for any purpose, including for future commercial sale, without payment of any compensation or remuneration. At the same time, the Rights Holder has no obligation to review the Suggestions.

9. LIABILITY OF PARTIES

9.1. For failure to perform or improper performance of obligations under this License Agreement, the Parties shall be liable in accordance with the laws of the country of the Rights Holder and the terms of this Agreement.

9.2. The parties are relieved of responsibility for full or partial failure to perform their obligations under this License Agreement, if proper performance was impossible due to force majeure, i.e. extraordinary and unavoidable circumstances under the given conditions, which arose after the conclusion of this License Agreement.

Such circumstances include: DDoS-attacks, disruption of network connectivity, power outage of active equipment of the Rights Holder's network, fires resulting from natural events, natural disasters, military actions, including civil war, imposition of a state of emergency, acts of terror, mass riots, strikes (excluding strikes of the Parties' employees), changes in the applicable law and other circumstances that arose after the conclusion of this License Agreement, which the Party could not foresee or prevent by reasonable measures.

9.3. In no event shall the Rights Holder be liable for any loss of profit, direct or indirect losses incurred by the User while using the Software Product, or for losses related to the revocation of license rights (termination of this License Agreement) for the Software Product. The Rights Holder does not guarantee the absence of errors, nor does it guarantee their correction. The User enters into the License Agreement on an "as is" basis.

9.4. The User fully assumes the risk of the consequences of using the Software Product, including its interaction with other software installed on the User's Device, and agrees that the result of using the Software Product may not meet the User's expectations.

9.5. In no event shall the Rights Holder be liable for any damages or losses (including, but not limited to, lost profits, losses caused by loss of confidential or other information) arising from the use or inability to use the Software Product, including in the event of failure of the Software Product, even if the User has given notice of the possibility of such damages and/or losses.

9.6. The Rights Holder undertakes to protect the User from all claims, suits of third parties related to the rights to the Software Product, and the Rights Holder is fully responsible for observing the copyrights of third parties, provided that the User has timely notified the Rights Holder of the receipt of such claims and has not taken any actions to resolve them without the knowledge of the Rights Holder.

9.7. The Rights Holder reserves the right to terminate the License Agreement immediately and unilaterally if the User violates it.

10. FINAL CLAUSES

10.1. The License Agreement comes into effect from the moment of its acceptance by the User and is valid for the term of lawful use of the Software Product (validity of the License or trial period).

10.2. The Rights Holder has the right to unilaterally (extrajudicially) immediately terminate the License Agreement if the User violates any of the provisions hereof.

10.3. The Rights Holder has the right to unilaterally change the terms of the License Agreement at any time, as well as any documents referred to in it. If any changes are made, the Rights Holder shall provide the User with an opportunity to read the new version of the License Agreement in the form of a publication on the Rights Holder's Website. If you do not agree with the new version of the License Agreement, it shall be deemed terminated. Further use of the Software Product after the

publication of the new version of the License Agreement is recognized as acceptance of the new terms and conditions and no additional actions are required. The User accepts the obligation to ensure familiarization of itself with the existence of the new version of the Agreement on a regular basis.

10.4. If there are discrepancies between the text of the Agreement accepted by the User when installing the Software Product and the text of the Agreement posted on the official Website of the Rights Holder, the Agreement posted on the official Website of the Rights Holder shall prevail.

10.5. Upon termination (regardless of the reasons) or expiration of the License Agreement the User shall remove the copies of the Software Product, related materials in his possession and upon request of the Rights Holder provide a corresponding written confirmation.

10.6. In the event that one or more provisions of the License Agreement are found invalid, the invalidity of those provisions will not affect the validity of the other provisions of the Agreement, which will continue to govern the relationship of the Parties.

10.7. The License Agreement shall be governed solely by the laws of the country of registration of the Rights Holder.

10.8. In the event of a dispute, Parties will endeavor to resolve it amicably through a complaint procedure. The time for consideration of the claim is twenty (20) business days. In the event of failure to reach a mutually acceptable settlement, the dispute shall be submitted to arbitration at the location of the Rights Holder.

11. ADDRESSES, CONTACT INFORMATION AND DETAILS OF THE PARTIES

Rights Holder:
ISPmanager LTD
Registration number HE432447
Tepeleniou, 13, Tepelenio Court, 2nd floor, 8010, Paphos, Cyprus