

THIS END-USER AGREEMENT (the “Agreement”) is between SoftServe, Inc., a Delaware corporation (“SoftServe”) and you (“You”), for your use of SoftServe’s hosted installation of the HUMAN360 DATAMASK software tool (“DATAMASK”).

Please carefully read this Agreement before accessing DATAMASK. This Agreement governs your access to and use of DATAMASK. By using DATAMASK, You consent to all of the provisions of this Agreement without limitation or qualification. You acknowledge and agree that your use of DATAMASK shall constitute your assent to this Agreement and is intended to and shall contractually bind to the terms of this Agreement, in the same manner and to the same extent as a contractual writing memorialized and executed by You and SoftServe in a non-electronic medium.

On the continuing condition that You comply at all times with all obligations of this Agreement, and for the duration of your payment for access to DATAMASK within AWS, SoftServe hereby grants You a limited, worldwide, revocable, nonexclusive, nonassignable permission to access and use DATAMASK as an end-user.

A. Definitions

The following terms, as used herein, have the following meanings:

DATAMASK” means the on-demand software tool available at AWS Marketplace. DATAMASK is a software tool in SoftServe’s HUMAN360 offering on AWS Marketplace.

“DATAMASK File” means the information introduced by you into and processed via DATAMASK.

“Personally Identifiable Information” means information that could reasonably be used to identify any person or information about them.

“Software” means individually each, and collectively all, of the computer software systems, applications for access to DATAMASK, System Upgrades and interfaces made available to users by SoftServe in connection with DATAMASK.

“System Upgrades” means corrections, bug fixes, patches, improvements, new releases, new versions, updates, enhancements or other modifications to the Software.

“Usage Rules” means the applicable usage rules established by SoftServe.

B. Operation

You agree not to permit access to, or use of, DATAMASK by any persons who are not authorized and validated by You.

This Agreement does not grant You any right to possess any of the Software. You do not acquire any intellectual property or other rights, express or implied, in or relating to DATAMASK. SoftServe reserves title, ownership, and all other rights to the Software and DATAMASK service. You acknowledge and agree that You have no ownership rights therein.

You may not, and You represent and warrant that You will not rent or commercially sublicense, in whole or in part, the Software or DATAMASK or otherwise market the Software or DATAMASK to third-parties.

You also may not, and represent and warrant that You will not, directly or indirectly, reverse engineer, disassemble, decompile, or attempt to imitate, derive or discover, the Software or DATAMASK.

C. Privacy

You grant SoftServe the right to undertake any and all activities related to the normal operation, maintenance, and development of DATAMASK, including but not limited to monitoring of general usage patterns, and design and product improvement activities. SoftServe may gather information about your use of DATAMASK. This information may include but is not limited to internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, monitoring of usage patterns and click stream data. SoftServe uses this information to improve DATAMASK for You and to analyze trends; to administer the service; to track movements around the site; and to gather demographic information about our user base as a whole. SoftServe reserves the right to take steps which SoftServe reasonably believes to be necessary or appropriate to enforce and/or verify compliance with any part of this Agreement.

Your DATAMASK File resides in your exclusive legal custody in your DATAMASK. SoftServe cannot and will not access, monitor, or manage Personally Identifiable Information collected within your DATAMASK File. You acknowledge and agree that You and your employer (if any) shall be responsible to manage Personally Identifiable Information and any other information in your DATAMASK File in compliance with applicable law (including but not limited to laws applicable to privacy, conduct, and intellectual property) and that SoftServe shall have no responsibility to do so.

D. Security and Digital Integrity

DATAMASK includes security technology that limits your use of DATAMASK and that You shall use DATAMASK in compliance with the applicable Usage Rules, and that any other use of DATAMASK may constitute a copyright infringement. You agree not to violate, circumvent, or otherwise tamper with any of the security technology related to Usage Rules for any reason, or to attempt or assist another person to do so. You shall not access or attempt to access any DATAMASK File other than your DATAMASK File. Violations of system or network security may result in civil or criminal liability.

No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while SoftServe strives to use commercially acceptable means to protect your DATAMASK File, SoftServe cannot guarantee its absolute security.

It is your responsibility to secure proper back up of your DATAMASK File. You may not use DATAMASK with any system or application where the use or failure of the system or application can reasonably be expected to threaten or result in information loss.

E. Acceptable Use

You agree to and are responsible at all times for using DATAMASK in a manner that is ethical, in accordance with any and all applicable local, state, and federal laws and regulations. Further, You agree that You will not:

1. Transmit, store, or upload any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable content; or
2. Upload, store, email, or otherwise transmit any materials that You do not have a right to transmit under any law or under a contractual relationship.

As between You and SoftServe, You are solely responsible for, and SoftServe shall have no responsibility for, monitoring and policing the adherence of users of DATAMASK to all applicable laws, regulations, duties, and obligations.

You acknowledge and agree that You are accessing DATAMASK on an interactive computer service within the meaning of Section 230 of Title 47 of the United States Code (47 USC § 230) which states: “No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.”

The SoftServe name and logo and other SoftServe trademarks, service marks, graphics, and logos are owned by SoftServe and are excluded from your license to DATAMASK. You are not permitted to make any use of any SoftServe trademark in commerce.

F. Termination

This Agreement will remain in effect until terminated by You or SoftServe. SoftServe reserves the right to modify, suspend, or discontinue DATAMASK at any time with or without cause and with or without notice to You. You acknowledge and agree that SoftServe will not be liable to You or to any third party for any alleged harm resulting from your loss of access to DATAMASK.

Termination of your access to DATAMASK will not limit SoftServe from pursuing other remedies available to it, including injunctive relief, nor will termination relieve You of any obligation arising hereunder prior to the date of termination. Upon termination of this Agreement or your access to DATAMASK, You must immediately cease accessing and using DATAMASK.

In the event this Agreement is terminated, any provision which must survive in order to allow the parties to enforce its meaning shall survive, including without limitation, indemnification and limitations of liability.

G. Modification of this Agreement

SoftServe reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of DATAMASK. SoftServe may provide You with notices regarding DATAMASK, including changes to this Agreement by email to your

mailing address. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of DATAMASK will be deemed acceptance thereof. The most current version of this Agreement will be available on the DATAMASK website.

H. Disclaimer of Warranties

THE DATAMASK WEBSITE, SERVICE, SOFTWARE, AND ANY VARIATIONS THEREOF ARE PROVIDED BY SOFTSERVE "AS IS". SOFTSERVE MAKES NO PROMISES, WARRANTIES, OR REPRESENTATIONS OF ANY KIND, AND SOFTSERVE SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

SOFTSERVE ALSO DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF DATAMASK WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT SOFTSERVE PRODUCTS AND SERVICES WILL BE AVAILABLE FROM THE DATAMASK WEBSITE. SOFTSERVE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY OF THE FOLLOWING: (I) ERRORS OR OMISSIONS IN THE CONTENT DELIVERED BY SOFTSERVE OR ON DATAMASK USER INTERFACES; (II) RECOMMENDATIONS OR ADVICE OF ANY EMPLOYEES OR AGENTS OF SOFTSERVE; (III) ANY FAILURE OR INTERRUPTION IN THE AVAILABILITY OF DATAMASK OR OTHER WEBSITES OR USER INTERFACES; (IV) DELIVERY OR DISPLAY OF ANY CONTENT CONTAINED ON DATAMASK, USER INTERFACE, OR OTHERWISE THROUGH DATAMASK; AND (V) ANY LOSS OR DAMAGES ARISING FROM THE USE OF THE CONTENT PROVIDED BY SOFTSERVE OR OTHERWISE THROUGH DATAMASK ITSELF, INCLUDING ANY LOSSES OR DAMAGES ARISING FROM DOWNLOADING OF RELATED SOFTWARE, DOWNLOADING AND/OR USE OF ANY OTHER SOFTWARE, OR ANY CONDUCT BY USERS OF THE DATAMASK SERVICE, WEBSITE OR USER INTERFACES.

I. Limitation of Liability

You agree that SoftServe will not under any circumstances be liable for loss, corruption or compromise of the confidentiality of your DATAMASK File.

SoftServe does not represent or guarantee that DATAMASK will be free from loss, interruption, corruption, attack, viruses, interference, hacking, or other security intrusion, and You agree that SoftServe shall have no liability to You relating thereto. In no event shall SoftServe, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any indirect, incidental, punitive, special, or consequential damages related to your use of DATAMASK, including, without limitation, damages for loss of profits, loss of data, business interruption, harm to your computer system, or any other commercial damages or losses, regardless of the theory of liability (contract, tort, or otherwise), even if SoftServe has been advised of the possibility of such damages. Your sole remedy for any claim against SoftServe relating to DATAMASK shall be for refund of the monthly DATAMASK net fee

received by SoftServe for the use of DATAMASK for the month in which your claim arose; you expressly waive all other remedies of every kind.

J. Indemnification

You agree to defend and indemnify SoftServe from every claim, demand, action, loss, liability, damage, subpoena, or other cost (including without limitation reasonable attorney's fees) it may incur arising out of or in any way connected with your use of DATAMASK. SoftServe reserves the right at its own expense to assume the exclusive defense and control of any matter otherwise subject to indemnification by You.

K. Governing Law; Exclusive Venue

This Agreement and your use of DATAMASK are governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Florida. You expressly agree that courts of competent jurisdiction located in Lee County, Florida shall have personal jurisdiction over You for any action by or against SoftServe arising out of or in connection with this Agreement and/or your use of DATAMASK, and courts of competent jurisdiction located in Lee County, Florida shall be the sole and exclusive venue for any such action.

L. Miscellaneous

You agree that SoftServe's failure to act with respect to a breach of this Agreement by You or others does not waive SoftServe's right to act with respect to that breach or subsequent similar or other breaches. SoftServe will not be responsible for failures to fulfill any obligations due to causes beyond its control.

Nothing in this Agreement shall constitute, create, authorize, require or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind between You and SoftServe.

You may not assign this Agreement and the services granted hereunder except upon the prior written consent of SoftServe, which consent may be withheld or conditioned by SoftServe in its sole discretion.

If any part of this Agreement is held invalid or unenforceable, that portion shall 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 shall remain in full force and effect.