

End user license agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS PRODUCT. BY DOWNLOADING, INSTALLING OR USING THIS PRODUCT, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR THE APPLICABLE VERSION OF THIS AGREEMENT DO NOT DOWNLOAD, INSTALL OR USE THIS PRODUCT.

This End User License Agreement ("EULA") is the agreement which governs use of Repstance. By downloading, accessing, installing, copying, or otherwise using the Licensed Software, you agree to be bound by the terms of this EULA. IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE ENTITY TO THIS EULA, IN WHICH CASE "YOU" WILL MEAN THE ENTITY YOU REPRESENT. IF YOU DON'T HAVE SUCH AUTHORITY, OR IF YOU DON'T ACCEPT ALL THE TERMS AND CONDITIONS OF THIS EULA, THEN REPSTANCE DOES NOT AGREE TO LICENSE THE LICENSED SOFTWARE TO YOU, AND YOU MAY NOT DOWNLOAD, INSTALL, COPY OR USE IT.

1. LICENSE. Subject to the terms of this EULA, REPSTANCE hereby grants you a non-exclusive, non-transferable license, without the right to sublicense, during the term of this EULA or your continuing use of the product, to access and use the Licensed Software in an Amazon Cloud Services Amazon machine image, or if accessed from Microsoft's Azure platform an Azure Virtual Machine Image . Your rights in and to the Licensed Software are limited to those expressly granted under this EULA and no other licenses are granted whether by implication, estoppel or otherwise. REPSTANCE reserves all rights, title and interest in and to the Licensed Software not expressly granted under this EULA.

2. LICENSE RESTRICTIONS. You agree that you will not (nor authorize third parties to):

- (i) reverse engineer, decompile, disassemble or attempt to derive the source code, underlying ideas, algorithm or structure of software provided to you in object code form;
- (ii) sell, transfer, assign, distribute, rent, loan, lease, sublicense or otherwise make available the Licensed Software or its functionality to third parties;
- (iii) modify, translate or otherwise create any derivative works of any Licensed Software;
- (iv) remove, alter, cover or obscure any proprietary notice that appears on or with the Licensed Software or any copies thereof;
- (v) use the Licensed Software, or allow its use, transfer, transmission or export in violation of any applicable export control laws, rules or regulations;
- (vii) use the Licensed Software for the purpose of developing competing products or technologies or assisting a third party in such activities;
- (viii) use the Licensed Software with any system or application where the use or failure of such system or application can reasonably be expected to threaten or result in personal injury, death, or catastrophic loss including, without limitation, use in connection with any nuclear, avionics, navigation, military, medical, life support or other life critical application ("Critical Applications"), unless the parties have entered into a Critical Applications agreement; or
- (ix) use the Licensed Software in any manner that would cause the Licensed Software to become subject to an Excluded License. "Excluded License" includes, without limitation, a software license that requires as a condition of use, modification, and/or distribution that software be :

- (a) disclosed or distributed in source code form;
- (b) be licensed for the purpose of making modifications; or
- (c) be redistributable at no charge.

Nothing in this EULA shall be construed to give you a right to use, or otherwise obtain access to, any source code from which the software or any portion thereof is compiled or interpreted. You acknowledge that REPSTANCE does not design, test, manufacture or certify the Licensed Software for use in the context of a Critical Application and REPSTANCE shall not be liable to you or any third party, in whole or in part, for any claims or damages arising from such use. You agree to defend, indemnify and hold harmless REPSTANCE and its affiliates, and their respective employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, fines, restitutions and expenses (including but not limited to attorney's fees and costs incident to establishing the right of indemnification) arising out of, or related to, you and/or your permitted users, use of the Licensed Software outside of the scope of this EULA or any other breach of the terms of this EULA.

3. THIRD PARTY LICENSE OBLIGATIONS. The Licensed Software may come bundled with, or otherwise include or be distributed with, third party software licensed by a REPSTANCE supplier and/or open source software provided under an open source license (Open Source Software) (collectively, "Third Party Software"). Notwithstanding anything to the contrary herein, Third Party Software is licensed to you subject to the terms and conditions of the software license agreement accompanying such Third Party Software whether in the form of a discrete agreement, click-through license, or electronic license terms accepted at the time of installation and any additional terms or agreements provided by the third party licensor ("Third Party License Terms"). Use of the Third Party Software by you shall be governed by such Third Party License Terms, or if no Third Party License Terms apply, then the Third Party Software is provided to you as-is for use in or with the Licensed Software and not otherwise used separately. Copyright to Third Party Software is held by the copyright holders indicated in the Third Party License Terms. You acknowledge and agree that it is your sole responsibility to obtain any additional third party licenses required to make, have made, use, have used, sell, import, export any data necessary for your normal daily operations.

4. OWNERSHIP. The Licensed Software, and the respective intellectual property rights therein, is and will remain the sole and exclusive property of Collabcloud Limited or its licensors. REPSTANCE's licensors are intended third party beneficiaries with the right to enforce provisions of this EULA with respect to their Confidential Information and/or intellectual property rights.

5. FEEDBACK. You have no obligation to provide suggestions, feature requests, comments or other feedback regarding the Licensed Software, including possible enhancements or modifications thereto (collectively, "Feedback") to REPSTANCE. However, REPSTANCE and/or its affiliates have a perpetual, non-exclusive, irrevocable license to use, reproduce, distribute or otherwise commercialize any Feedback that you voluntarily provide without the payment of any royalties or fees to you. REPSTANCE has no obligation to respond to Feedback or to incorporate Feedback into the Licensed Software.

6. NO WARRANTIES. THE LICENSED SOFTWARE IS PROVIDED BY REPSTANCE "AS IS" AND "WITH ALL FAULTS," AND REPSTANCE EXPRESSLY DISCLAIMS ALL :

WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT. NO WARRANTY IS MADE BY REPSTANCE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE.

7. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, REPSTANCE OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE USE OR PERFORMANCE OF THE LICENSED SOFTWARE PROVIDED BY REPSTANCE UNDER THIS EULA, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY. IN NO EVENT WILL REPSTANCE'S TOTAL CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THIS EULA EXCEED THE NET AMOUNTS RECEIVED BY REPSTANCE FOR YOUR USE OF THE PARTICULAR LICENSED SOFTWARE DURING THE TWELVE (12) MONTHS BEFORE THE LIABILITY AROSE. THE NATURE OF THE LIABILITY, THE NUMBER OF CLAIMS OR SUITS OR THE NUMBER OF PARTIES WITHIN YOUR ENTERPRISE THAT ACCEPTED THE TERMS OF THIS EULA SHALL NOT ENLARGE OR EXTEND THIS LIMIT. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER REPSTANCE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. The disclaimers, exclusions and limitations of liability set forth in this EULA form an essential basis of the bargain between the parties, and, absent any such disclaimers, exclusions or limitations of liability, the provisions of this EULA, including, without limitation:

8. TERM AND TERMINATION. REPSTANCE reserves the right to terminate this EULA at any time, without any notice to you and for any reason at our sole discretion. Upon termination of your service your right to use the Service, access the instances, and any content will immediately cease.

AGREEMENT, Licenses and Services. This EULA shall become effective upon the Effective Date of usage, each User upon their acceptance, of both this EULA and Supplements shall continue in effect until your last access or use of the Licensed Software and/or services hereunder, unless earlier terminated as provided in this "Term and Termination" section. Each Licensed Software license ends at the earlier of (a) the expiration of the applicable license term, or (b) termination of such license or the AGREEMENT. Each service ends at the earlier of (x) the expiration of the applicable service term, (y) termination of such service or the AGREEMENT, or (z) expiration or termination of the associated license and no credit or refund will be provided upon the expiration or termination of the associated license for any service fees paid.

8.1 Termination and Effect of Expiration or Termination. Repstance may terminate the AGREEMENT in whole or in part: (i) if you breach any term of the AGREEMENT and fail to cure such breach within thirty (30) days following notice thereof from REPSTANCE (or immediately if you violate REPSTANCE's Intellectual Property Rights); (ii) if you become the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing, or if you cease to do business; or (iii)

if you commence or participate in any legal proceeding against REPSTANCE, with respect to the Licensed Software that is the subject of the proceeding during the pendency of such legal proceeding. If you or your authorized REPSTANCE reseller fail to pay license fees or service fees when due then REPSTANCE may, in its sole discretion, suspend or terminate your license grants, services and any other rights provided under the AGREEMENT for the affected Licensed Software, in addition to any other remedies REPSTANCE may have at law or equity. Upon any expiration or termination of the AGREEMENT, a license or a service provided hereunder, (a) any amounts owed to REPSTANCE become immediately due and payable, (b) you must promptly discontinue use of the affected Licensed Software and/or service, and (c) you must promptly destroy or return to REPSTANCE all copies of the affected Licensed Software and all portions thereof in your possession or control, and each party will promptly destroy or return to the other all of the other party's Confidential Information within its possession or control. Upon written request, you will certify in writing that you have complied with your obligations under this section. Upon expiration or termination of this EULA all provisions survive except for the license grant provision.

9. CONSENT TO COLLECTION AND USE OF INFORMATION.

You hereby agree and acknowledge that the software may access and collect non-personally identifiable information about your computer systems in order to properly optimize such systems for use with the software. To the extent that you use the software, you hereby consent to all of the foregoing, and represent and warrant that you have the right to grant such consent. In addition, you agree that you are solely responsible for maintaining appropriate data backups and system restore points for your systems, and that REPSTANCE will have no responsibility for any damage or loss to such systems (including loss of data or access) arising from or relating to (a) any changes to the configuration, application settings, environment variables, registry, drivers, BIOS, or other attributes of the systems (or any part of such systems) initiated through the software; or (b) installation of any software or third party software patches initiated through the software.

In connection with the receipt of the Licensed Software you may receive access to links to third party websites and services and the availability of those links does not imply any endorsement by REPSTANCE. REPSTANCE encourages you to review the privacy statements on those sites and services that you choose to visit so that you can understand how they may collect, use and share personal information of individuals. REPSTANCE is not responsible or liable for: (i) the availability or accuracy of such links; or (ii) the products, services or information available on or through such links; or (iii) the privacy statements or practices of sites and services controlled by other companies or organizations.

To the extent that you provide Data to REPSTANCE during registration either Company or otherwise personal information, you acknowledge that such information will be collected, used and disclosed by REPSTANCE in accordance with REPSTANCE's privacy policy, available at URL https://www.repstance.com/privacy_policy.html

10. GENERAL.

This EULA constitutes the entire agreement of the parties with respect to the subject matter hereto and supersedes all prior negotiations, conversations, or discussions between the parties relating to the subject matter hereto, oral or written, and all past dealings or industry custom. Any additional and/or conflicting terms and conditions on purchase order(s) or any other documents issued by you are null, void, and invalid. Any amendment or waiver

under this EULA must be in writing and signed by representatives of both parties.

This EULA and the rights and obligations thereunder may not be assigned by you, in whole or in part, including by merger, consolidation, dissolution, operation of law, or any other manner, without written consent of REPSTANCE, and any purported assignment in violation of this provision shall be void and of no effect. REPSTANCE may assign, delegate or transfer this EULA and its rights and obligations hereunder, and if to a non-affiliate you will be notified.

Each party acknowledges and agrees that the other is an independent contractor in the performance of this EULA.

Neither party will be responsible for any failure or delay in its performance under this EULA to the extent due to causes beyond its reasonable control for so long as such force majeure event continues in effect.

This EULA will be governed by and construed under the laws of the United Kingdom in London without regard to the conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. You acknowledge and agree that a breach of any of your promises or agreements contained in this EULA may result in irreparable and continuing injury to REPSTANCE for which monetary damages may not be an adequate remedy and therefore REPSTANCE is entitled to seek injunctive relief as well as such other and further relief as may be appropriate. If any court of competent jurisdiction determines that any provision of this EULA is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. Unless otherwise specified, remedies are cumulative.

The Licensed Software has been developed entirely at private expense and is "commercial items" consisting of "commercial computer software" and "commercial computer software documentation" provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in this EULA pursuant to DFARS 227.7202-3(a) or as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, as applicable. Contractor/manufacturer is Collabcloud Limited, 47 St Pauls Road, Staines-upon-Thames, Surrey, TW18 3HQ, England

You acknowledge that the Licensed Software described under this EULA is subject to export control under the U.S. Export Administration Regulations (EAR) and economic sanctions regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). Therefore, you may not export, reexport or transfer in- country the Licensed Software without first obtaining any license or other approval that may be required by BIS and/or OFAC. You are responsible for any violation of the U.S. or other applicable export control or economic sanctions laws, regulations and requirements related to the Licensed Software. By accepting this EULA, you confirm that you are not a resident or citizen of any country currently embargoed by the U.S. and that you are not otherwise prohibited from receiving the Licensed Software.

Any notice delivered by REPSTANCE to you under this EULA will be delivered via mail, email or fax. Please direct your legal notices or other correspondence to Collabcloud Limited, 47 St Pauls Road, Staines-upon-Thames, Surrey, TW18 3HQ, England e-mail info@collabcloud.co.uk