

END-USER LICENSE AGREEMENT

<https://www.ekransystem.com/en/eula>

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1. DEFINITIONS

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2.1. Licensed Versions and License Types.

When you purchase a license, you will be provided with a license key or a list of license keys. You should enter the license key(s) as prompted by the Software. This licensed version of the Software may be used to record concurrent sessions on terminal server(s) and/or workstation(s) as indicated in your license key(s) and configured by you.

There are four (4) basic types of licenses issued for using Ekran System®, these are:

a. A Terminal Server Client license. This license can be assigned to a terminal server endpoint running any Windows-based server operating system with terminal services (e.g.

Windows Server with terminal services, Citrix Server, or Published App Server, including those deployed in the cloud on Microsoft Azure or Amazon Web Services). It allows the recording of any number of concurrent terminal sessions running on the licensed server endpoint.

b. An Infrastructure Server Client license. This license can be assigned to a server endpoint running the Windows Server operating system, including those deployed in the cloud on Microsoft Azure or Amazon Web Services, and allows the recording of up to two (2) concurrent sessions running on this endpoint.

c. A Linux/Unix Server Client license. This license can be assigned to a server endpoint running the Linux operating system or Unix operating system, including Oracle Solaris and IBM AIX systems. It allows the recording of any number of concurrent sessions running on the licensed server endpoint.

d. A Workstation Client license. This license can be assigned to a workstation or virtual desktop running the Windows desktop operating system or macOS operating system and allows the recording of one (1) local or remote session.

The license types mentioned above can be combined in the user infrastructure. Purchased licenses can be freely transferred between user infrastructure objects.

2.2. The Trial Version.

An individual or legal entity may use a (limited) trial version of the Product free-of-charge for thirty (30) days from the day that the Product is installed with the trial key. The trial version includes a fixed limited number of licenses, namely three (3) Workstation Client licenses, one (1) Terminal Server Client license, and three (3) Linux/Unix Server Client licenses.

To continue to use the full-functional version of the Product after the thirty (30) day evaluation period, you must pay the license fee for the licenses and register your copy. To do this, you should contact your trade representative or buy the licenses directly from: www.ekransystem.com.

2.3. The Term and Termination of this EULA.

The Term of this EULA (further referred to as ("the Term")) shall begin when you download, access or install the Product or pay the applicable license fees (whichever is sooner) and shall continue for the Term specified in your order. Without prejudice to any other rights, this EULA will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon termination or expiration of this EULA, you must immediately cease use of the Product and destroy all copies of the Product.

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Upon termination of this EULA, you will no longer be authorized to operate or use the Product in any way.

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You are not licensed to make copies of the Product or any of its component parts as you wish, provide copies of the original Product or any of its component parts to any third party, or

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You may not reverse engineer, decompile, or disassemble the Software as a Product part, nor may you rent, lease, or lend the Product to any third party. You may however permanently transfer all of your rights under this EULA to a third party, provided that the recipient agrees to the terms of this EULA.

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You must not use the Product for any illegal purpose, including but not limited to obtaining the personal data of other persons, getting unauthorized access to sensitive information belonging to third parties, spying, etc. You undertake full responsibility for notifying your employees, subcontractors, and other parties, who may be affected by your usage of the Product, about these restrictions on usage and the possible subsequences.

5. SUPPORT SERVICES

Ekran System Inc. provides you with support services related to the Product. Any user who has purchased a licensed version of the Product gets free access to the Update & Support services for a period of one (1) year starting from the date of activation of the first license.

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8. MISCELLANEOUS

8.1. Data collection. The Product does not transfer any of the data collected while functioning in your infrastructure to Ekran System Inc. or to any other third party. Such data is stored in the locations as configured and indicated by you while deploying and maintaining the Product.

Authorized personnel of Ekran System Inc. may request some technical information from you when delivering Support services. This information, in anonymized form, without any identification data, may be used to develop technical improvements to the Product.

8.2. Handling of data. When signing this EULA and registering your Product licenses, you must provide business information (company name) and contact information (the full name, email address, and phone number of a contact person) to set up your customer account.

Ekran System Inc. uses regulation-compliant services for handling customer data, such as Mailchimp and Hubspot.

You can request the removal of the contact data you have provided from our records at any time by contacting Ekran System Inc. directly. To continue using the Product and receiving the related services, you will need to provide alternative contact data.

All the data provided by you is collected and handled according to the terms and conditions described in Privacy Policy, which constitutes an integral part of this EULA.

8.3. Contact Information. Should you have any questions concerning this EULA, please contact us at: info@ekransystem.com.

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PRIVACY POLICY

Introduction

We are committed to respecting your online privacy and recognize your need for appropriate protection and management of any personally identifiable data (**further referred to as "Personal Data"**) you share with us.

We have established this Privacy Policy so that you can understand the care with which we intend to treat your Personal Data. Personal Data means any information that may be used to identify an individual, including, but not limited to, a first and last name, an email address or other contact information, online identifiers, etc., whether at work or at home.

In general, you can visit our website without telling us who you are or revealing any Personal Data about yourself.

We strive to comply with all applicable laws around the globe that are designed to protect your privacy either while browsing this website, using Ekran System® products or otherwise communicating with us.

What Personal Data We Collect and How We Use Personal Data

Based on your explicit consent, we collect Personal Data, including contact information (such as name, email address, your company name, your phone number) when issuing free serial keys to you for Ekran System® trial version or the online demo. When you give us your explicit consent, we store this data in reputable, regularly audited and regulation-compliant services, such as Mailchimp and Hubspot (collectively referred to as "Providers", and each separately – "Provider").

Please consider that if you purchase Ekran System® product through online store (such as Azure Marketplace, Amazon Web Services Marketplace, etc.) or our partner (collectively referred to as "Associates", and each separately – "Associate"), collection and processing of your Personal Data will be performed on basis of the terms and conditions provided by corresponding Associate. We have no liability for any disagreement between you and Associate which may arise out of those terms and conditions.

Please note that when you purchase Ekran System®, some additional financial data is also collected (such as the payment card number, expiration date and security code). By default, Ekran System Inc. does not directly collect or store your financial account data, but instead, we use a reputable company (Stripe) to collect and process your payment data and place your orders, unless the payment is performed on respective invoice, issued by Ekran System Inc. or its affiliates. In this latter case use of such data is necessary for (a) the performance of a contract

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We use the Personal Data we collect from you in connection with the processing of your orders, providing you with support (if you have purchased support), and delivering other information related to the product you have purchased, downloaded, or tried out. We may also collect Personal Data when you contact us with questions, comments or requests for information and we will use the information you provide in such communications to respond to you.

When you give us your explicit consent, we may use the Personal Data you provide when subscribing to the Ekran System ® newsletter to periodically send you news, bulletins or other marketing information. You will have the option to opt out of receiving such information at any time by contacting us directly at info@ekransystem.com or through our Providers, following corresponding link, included in every newsletter you receive on our behalf.

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We follow generally accepted industry standards to protect your Personal Data, both during transmission and once we receive it. When you enter information on our requesting forms, we encrypt the transmission of that information using secure socket layer technology (SSL). No method of transmission over the Internet, or method of electronic storage, however, is 100% secure. Therefore, while we strive to use commercially reasonable means to protect your Personal Data, we cannot guarantee its absolute security.

Opting Out

You can always choose to opt out from receiving Ekran System ® news, marketing information, and any form of communication by contacting us directly at info@ekransystem.com or through our Providers, following corresponding link, included in every newsletter you receive on our behalf. Please note that opting out does not mean deletion of business contact information, which is necessary for you to continue using the product and receiving the related services, however this will not be used for marketing purposes. You can at any time choose to change or remove the contact information you have provided to us by contacting us directly at info@ekransystem.com. Please note that if you choose to request the removal of the contact data you have provided from our records, you will need to provide alternative contact data to continue using the Product and receiving the related services.

At the same time, please understand that after purchasing our product, you will not be allowed to opt out of formal notices concerning the operation of our software, and legal and other related notices concerning your relationship with us and the products you have purchased.

Third Party Services

We do not provide your Personal Data for third parties. When you decide to provide us with your Personal Data to receive a product demo, quotation, or support, we may pass it on to our official partners and affiliates in your region to provide you with a better service. The transference of such Personal Data and the proper protection of it are regulated by our Partner Agreements with those parties and completely correspond to the terms described in this Privacy Policy. We will take reasonable steps to ensure that these third parties (Ekran System partners) are obligated to protect your Personal Data on our behalf. We do not intend to transfer your Personal Data without your consent to third parties who are not bound to act on our behalf.

Please note that neither Ekran System Inc., nor its affiliates sell (within the meaning of “sell” under the California Consumer Privacy Act), or have sold any Personal Data in the last 12 (twelve) months. Likewise, neither Ekran System Inc., nor its affiliates have any future plans to sell Personal Data.

Your Consent

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Please note that if you choose to request the removal of the contact data you have provided from our records, you will need to provide alternative contact data to continue using the Product and receiving the related services.

Term of Personal Data Storage and Processing

Your Personal Data will be stored, at a minimum, for the period that you continue to use Ekran System® product.

Whether you still use Ekran System® product or not, your Personal Data may be stored to periodically send you news, bulletins or other marketing information, or to record the fact that you are not interested in receipt of any such marketing information (to avoid you receiving unwanted communications about Ekran System® product).

In each of these and all other cases, your Personal Data will be stored for an appropriate period of time after the above or other relevant time periods pursuing our legitimate business interest, enabling Ekran System Inc. to comply with applicable laws (for example, in respect of any financial or transactional data where you have a business relationship with us for tax and audit purposes) as well as our internal data retention policy (for example, for the purposes of complying with any audit or accounting processes, or complying with the terms of any legal action).

Changes to the Privacy Policy

We may amend this Privacy Policy at any time. If significant changes are made in the way your Personal Data is used, we will post a prominent announcement on our website notifying you of these changes.

Questions or Feedback

Please contact us with any questions you may have concerning this Privacy Policy by email at: info@ekransystem.com.

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