

End-User License Agreement ("Agreement")

Last updated: March 1st, 2019

Please read this End-User License Agreement ("Agreement") carefully before using Digital Asset Manager ("Application").

By clicking the "Agree" button below, you state that you've fully read and understood the terms and conditions of this Agreement and are agreeing to them, as a result of which you will be considered to have accepted this Agreement. If anything is unclear, you should ask us for clarification before you start using the Application by sending an e-mail message to support@securedam.eu.

This Agreement is a legal agreement between you (either an individual or a single entity) and the producer of the Application, GlobalizeMe BV, a company registered at Minderbroederssingel 13A, 6041 KG Roermond, the Netherlands, with registration number 13027821, including all of its affiliated companies (hereinafter called the "Application Supplier"), trading under the SecureDAM brand or otherwise, and it governs your use of the Application made available to you by the Application Supplier.

If at any point you no longer agree to the terms of this Agreement and/or for any other reason wish to terminate this Agreement after the initial minimum Agreement term of three months, you must cease using the Application and notify the Application Supplier of the resulting termination of the Agreement through a support ticket at support@securedam.eu. The date of the termination notification by you will be considered to be the date on which the use of the Application has been ceased. If the automated user volume query process does not find any users for three consecutive months, the use of the Application will be considered to be ceased and the Agreement will be considered to be terminated. Access to the Application may be blocked at any time after termination of the Agreement. Ongoing use of the Application by you and/or any of your Admin Users and/or End Users after the Agreement has been terminated either by you or by the Application Supplier will not be permitted and you will be fully liable for any consequences, including but not limited to data loss, data corruption and data security vulnerabilities, that any further use of the Application may have. The Application Supplier will not be liable in any way for such further use.

The Application is licensed, not sold, to you by the Application Supplier for use strictly in accordance with the terms of this Agreement.

Definitions

"License" refers to the authorization to use the licensed Application as long as the subscription to it is active and fully paid for.

“Use” refers to the actual usage of the Application, which starts on the date and at the time that you or any of your Admin Users and/or End Users log into the Application the first time and accept this Agreement by clicking on the “Agree” button and which ends on the date and at the time that the Application Supplier receives your notification of the fact that you’ve ceased all use of the Application, thus terminating the Agreement, and/or you receive a notification from the Application Supplier regarding the termination of the Agreement by the Application Supplier.

“User” refers to a person using the software and thus accruing billable license fees. There are two types of users:

“Admin User” refers to a user who uses the software as an administrator, i.e. to create users, terminate users and assign folders amongst other things. A higher monthly fee applies to Admin Users. These users are clearly defined as Admin Users in the Application.

“End User” refers to a user who only uses the software to upload and download files in assigned folders. A lower monthly fee applies to End Users. These users are clearly defined as End Users in the Application.

License

The Application Supplier grants you a revocable, non-exclusive, non-transferable, limited license to use the Application strictly in accordance with the terms of this Agreement for commercial or non-commercial purposes.

Restrictions

You agree not to be authorized to and that you will not authorize others to:

- license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party;
- use the Application for any purpose other than as permitted under the above section 'License';
- copy, modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application;
- remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Application Supplier or its affiliates, partners, suppliers or the licensors of the Application.

Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Application Supplier.

Your Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to the Application Supplier with respect to the Application shall remain the sole and exclusive property of the Application Supplier.

The Application Supplier shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

Modifications to Application

The Application Supplier reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without financial or other liability to you.

The Application Supplier shall not be held liable for any damage and/or consequential damage resulting from modifications to and/or suspensions/discontinuations of the Application. You shall indemnify and hold the Application Supplier harmless against any and all claims – financial or otherwise – regarding compensation for damage and/or loss, regardless of the grounds and regardless of whether these claims are made by you, your Users (Admin Users and/or End Users) and/or third parties.

Updates to Application

The Application Supplier may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Application. You agree that the Application Supplier has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

The Application Supplier shall not be held liable for any damage and/or consequential damage resulting from updates, enhancements or improvements to the Application. You shall indemnify and hold the Application Supplier harmless against any and all claims regarding compensation for damage and/or loss, regardless of the grounds and regardless of whether these claims are made by you, your Users (Admin Users and/or End Users) and or third parties.

Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that the Application Supplier shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Application Supplier does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

Pricing and Payment (only applicable if you're licensing the solution directly from the Application Supplier)

Pricing in this section is subject to change and exclusive of any applicable taxes.

You can only start using the Application after the initial set-up fees and any applicable customization development fees have been paid. These are mentioned in the formal quote that you received from the Application Supplier.

In standard configurations (on Microsoft Azure, without customizations or non-standard server set-ups) the **set-up fees** are as follows:

Shared Server (one-time fee):	EUR 50
Dedicated Server (one-time fee):	EUR 500

As soon as the Application is ready for use (after the set-up and customization tasks have been completed, signed off on and paid for), you can start using the Application by logging into it a first time. From that moment onwards the following **user fees** will apply:

Admin user (each, monthly fee):	EUR 20
End user (each, monthly fee):	EUR 5

Moreover the following general **hosting fees** will apply:

Shared server (monthly fee):	EUR 0 (with a storage cap of 100 GB)
Dedicated server (monthly fee):	EUR 150 (with a storage cap of 1000 GB)
Additional storage space:	EUR 5 per block of 100 GB

Users can be added/deleted flexibly, however the highest number of Users in a month is used to determine the monthly fee for that specific month. The billable number of Users is determined through an automated query process. The subscription can be terminated at the end of each month after an initial minimum term of three months, unless you have the right

to terminate earlier on grounds mentioned in this Agreement. Users that are only active for part of a month will be billed for the entire month.

The Application Supplier reserves the right to modify the fee rates and will notify you of such modifications. If you don't agree to a modification, you have the right to terminate this Agreement (by deleting all users, ceasing to use the Application and notifying the Application Supplier of this fact through a support ticket at support@securedam.eu). The month in which you thus terminate the Agreement will be the last month that will be billed.

All payable fees will be payable before the 15th of the month following the billable month. If your fees are paid with a credit card, there should be enough credit on your card for the Application Supplier to collect the fees. If a credit card is used, your monthly bill is pro forma and the fees will be collected by the Application Supplier. If your fees are paid through IBAN banking, your payment should be received on or before the 15th of the month following the month that the fees apply to. If IBAN banking is used, your monthly bill will be sent to you in time for you to perform payment in time.

In case of late payment the Application Supplier will pro rata apply an annual penalty of 12% and reserve the right to start a legal collection procedure (at your expense, where legally permitted) and/or terminate the Agreement and/or disable the Application. Any fees and interests resulting from late payment will need to be paid before the actual overdue amount is paid.

Unless agreed otherwise your standard subscription fees include:

- the Licenses for the actual number of users;
- storage of up to 25GB (Shared Server option) or 250GB (Dedicated Server option);
- Bronze Support (fixing of bugs, errors, downtime; Netherlands business days, CET time zone, 09:00 to 17:00 coverage, 60 minute initial response time);
- any generally distributed software updates, upgrades and or patches.

Your subscription fee does not include any customization work, any non-standard server set-ups or higher support levels (Silver, Gold or Platinum), which are quoted, billed and paid separately.

Liability

The Application Supplier shall not be liable in any way for direct, indirect, incidental or consequential losses or damages or any loss or damage whatsoever arising from the use of the Application (also including damage to or destruction or loss of the data and/or documents stored in the Application). It is your responsibility to keep back-ups and/or additional copies of the assets that are stored in the Application so that the assets in the Application are not your only copies and content doesn't get lost in case of any technical Application failure. Moreover it is your responsibility to comply with national and international legislation, such as GDPR legislation, when you store assets in the Application

and/or upload/download assets to/from the Application. The Application Supplier shall not be liable in any way for violations of applicable legislation and you shall indemnify and hold the Application Supplier harmless against any claims and/or penalties regarding violations of GDPR and/or other legislation.

Term and Termination

This Agreement shall remain in effect until terminated by you (the moment you delete all users, cease to use the Application and notify the Application Supplier about this through a support ticket at support@securedam.eu) or by the Application Supplier (through a support desk notification).

The Application Supplier may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice and without any financial or other obligations or liabilities towards you.

This Agreement may be terminated immediately and without prior notice by the Application Supplier in the event that you fail to comply with any provision of this Agreement, including timely payment (i.e. within 15 days from month end). You may also terminate this Agreement after the initial minimum term of three months by deleting all users in and for your installation of the Application, ceasing to use the Application and notifying the Application Supplier about the termination through a support ticket at support@securedam.eu.

Upon termination of this Agreement, you shall cease all use of the Application and delete all access links to the Application from your (mobile) devices and/or computers.

Approximately 30 days after termination of this Agreement but possibly earlier or later, the Application Supplier will completely erase your installation of the Application, thereby unrecoverably erasing all data. The Application Supplier will in no way be liable for any consequences of continued use of the Application after the Agreement has been terminated, including but not limited to loss of data, corruption of data and data security vulnerabilities.

Termination of this Agreement will not limit any rights or remedies at law or in equity of the Application Supplier in case of breach by you of any of your obligations under the present Agreement.

Amendments to this Agreement

The Application Supplier reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the Application after any revisions become effective, you are considered to have agreed to be bound by the revised terms. If you do not agree to the new terms, you should delete all users, cease to use this Application and inform the Application

Supplier of your decision through a ticket at support@securedam.eu, thus terminating the Agreement.

Governing Law

The laws of Netherlands, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

Users residing within or using the Application for business with entities residing within the EEA (European Economic Area) are fully responsible for compliance with GDPR legislation and the resulting requirements regarding privacy and data protection. Users residing outside the EEA that are not using the Application for business with entities residing within the EEA are fully responsible for compliance with similar legislation in their countries.

Users indemnify and hold the Application Supplier harmless against any and all claims and/or penalties that are imposed by data protection authorities. The Data Privacy Statement of the Software Supplier can be found at <https://securedam.store/gdpr>.

Contact Information

If you have any questions about this Agreement, please contact us.

Entire Agreement

The Agreement constitutes the entire agreement between you and the Application Supplier regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and the Application Supplier.

You may be subject to additional terms and conditions that apply when you use or purchase other services from the Application Supplier, which the Application Supplier will provide to you at the time of such use or purchase.