

## APPLICATION END USER LICENSE AGREEMENT

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### **4. TERM AND TERMINATION**

You are licensed to exercise your rights of use under this Agreement for the term of your agreement for Services. In the case of expiration or termination of your agreement for Services you must destroy all copies of the Application and all component parts.

### **5. TRANSFER AND ASSIGNMENT**

You may not transfer or assign your rights under this EULA without the express written permission of Varis.

### **6. RENTAL OR PROVIDING AS A SERVICE NOT PERMITTED**

You may not rent, lease, or lend the Application, including providing the Application to a service bureau, multiple user or time-share participant. You shall not disclose or disseminate the Application. You agree to maintain the security and confidentiality of the Application using the same degree of care used to maintain the security and confidentiality of your own proprietary and confidential information but no less than a reasonable standard of care.

### **7. EVENT LOGS**

You authorize Varis to access directly or indirectly the database containing logs of all events detected and tasks performed by the Application ("Event Logs Database"). At a minimum, Varis access to the Event Logs Database will be equal in all respects to yours.

### **8. SUPPLEMENTAL AND OPEN-SOURCE SOFTWARE**

Any supplemental software code provided to you as a part of the Application shall be considered part of the Application and subject to the terms of this EULA. With respect to technical information, you provide to Varis as part of your use of the Application, Varis may use such information for its business purposes, including for product support and development. Varis will not utilize such technical information in a form that personally identifies you except to the extent necessary to provide you with support.

Portions of the Application may be licensed from third parties under certain open-source code licensing ("Open Source") that is governed by certain Open-Source license agreements such as the GNU Public License, the OpenSSL Project and others.

### **9. UPDATES**

Varis may automatically check your version of the Application and may update the Application but has no obligation to do so. We may alert you that updates to the Application are available and you may be required to update or upgrade your version of the Application (or install a new version) and/or enter into an updated version of this License to be able to use the Application or otherwise take advantage of any features or updates to the Application. Updates may be required to maintain software compatibility, provide security updates or bug fixes, or offer new features, functionality or versions.

## **10. DEVICES**

You are responsible for all actions that take place on your Devices as a result of access to or use of the Application whether the access was made by you or by a third party using your Device. If your Device is stolen or if you become aware of unauthorized use of any Service through the Application, you must notify us immediately to suspend the Service. You are responsible for all usage of the Application and charges until the Application Account is suspended. You are responsible for preventing the unauthorized use of the Application from your Devices, and you are responsible for any authorized or unauthorized use thereof.

## **11. USER CONTENT**

You are solely responsible for the content that you upload, post, provide, publish, display, link to or otherwise make available on the Application ("User Content"). You agree, represent, and warrant that you have all necessary rights to post User Content, and the User Content that you post does not and will not violate third-party rights of any kind, including without limitation any intellectual property, rights of publicity, and privacy rights. You grant Varis and its successors, partners and assigns the perpetual, irrevocable, fully paid, royalty-free and sub-licensable right to copy, modify, distribute, display, and perform all of the User Content you upload or post to the Application. You represent and warrant that you have the right to grant the foregoing license.

## **12. USAGE ANALYSES, RIGHT TO AUDIT AND SELF-DECLARATION**

Varis may analyze your use of the Application for security reasons as well as for product improvement, license auditing and/or marketing purposes. To that end, Varis may, at its sole discretion, implement technical measures regarding the functionality of the Application to assess if your usage pattern is in line with the indicated usage purpose on the contract for Services and detect whether the contractually agreed scope of use is being exceeded. In addition, Varis may require you, at any time, to provide a self-declaration regarding its actual scope of use and/or usage pattern.

## **13. CONSENT TO RECEIVE MESSAGES**

You consent to receive SMS/MMS, in-Application messages including push notifications, text and/or email messages from Varis and its affiliates relating to Application functionality and regarding account management activities and special offers. This consent is specific to the phone number(s) and email address(es) you provide to us to use the Application. Message and data rates may apply when you receive SMS/MMS, text or push notification messages on your mobile phone. You may refuse to consent to receive calls and texts from Varis and its affiliates that require your consent, including autodialed, pre-recorded, or artificial voice telemarketing calls. You may also withdraw your previously given consent to receive such calls and texts. Your ability to manage and use certain features of the Application could be limited if you refuse or withdraw your consent to receive these messages.

## **14. REMOTE SERVICES**

If internet access is required, you must ensure that you have internet connectivity and that your computer environment is suitable to receive the Services via internet. Prior to providing a Service to you, we may qualify your internet connection to determine whether you have the minimum required speed; however, some devices may not be able to receive Services even if testing shows that your connection is qualified. In that case, the Services will be cancelled, and Varis shall have no liability for the inability to provide the Services.

## **15. THIRD PARTY SOFTWARE**

In connection with the Services, Varis may suggest certain third-party services to you. Your use of any such services is subject to the terms of service of the third-party provider, and you agree that the provider is solely responsible for delivery of its services to you. Violation of a third-party provider's terms of service may result in the termination of your Services.

#### **16. LIMITED WARRANTY, DISCLAIMERS, LIMITATION OF LIABILITY, AND LIQUIDATED DAMAGES**

- A. THE SERVICES AND APPLICATION (INCLUDING, WITHOUT LIMITATION, ALL ADVICE, CONTENT, AND SOFTWARE) ARE PROVIDED **"AS IS,"** WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, OR USEFULNESS OF THE APPLICATION, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE APPLICATION WILL BE TIMELY, SECURE, UNINTERRUPTED, ERROR FREE, OR SUCCESSFUL. WE MAKE NO WARRANTY THAT THE APPLICATION WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS, CONTENT, OR MATERIALS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE APPLICATION SHALL CREATE ANY WARRANTY.
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#### **17. LAWFUL USE**

You shall use the Application in accordance with the provisions of this EULA, the contract for Services and in accordance with laws and regulations applicable to such use and shall not infringe any third-party rights in connection with such use.

#### **18. EXPORT RESTRICTIONS**

You may not export or re-export the Application or any copy or adaptation. You acknowledge that the Application may be subject to the US Export Administration Regulations ("EAR") and that you will comply with the EAR. Customer will not export or re-export the Application, directly or indirectly to: (i) any country that is subject to US export restrictions; (ii) any end user whom you know or have reason to know will use the Application in the design, development, or production of nuclear, chemical or biological weapons, or

rocket systems, space launch vehicles, or unmanned air vehicle systems; or (iii) any end user who has been prohibited from participating in the US export transactions by an federal agency of the US government.

#### **19. COMPLIANCE**

You are responsible for complying with any local laws and regulations in your jurisdiction that may impact your right to import, export or use the Application. If Varis has knowledge that a violation has occurred, Varis may be required to terminate your use of the Application.

#### **20. UPDATING OF EULA**

Varis may update the terms of the EULA at any time by posting of a revised version of the EULA on its website. With regard to your acceptance of the EULA, the version in effect at the time of your download, installation and/or purchase shall remain applicable to your use of the Application until such time as you install an update or upgrade. At that time the EULA then in effect shall replace any previously accepted EULA. In the event that you do not wish to accept any subsequent version of the EULA, you must uninstall the Application and cease all use.

#### **21. APPLICABLE LAW**

This EULA and any disputes in connection with it shall be exclusively governed by the law of Florida, excluding the United Nations Convention on Contracts for the International Sale of Goods.