END USER LICENSE AGREEMENT

IMPORTANT: This End-User License Agreement (EULA) is a legal agreement between you (either an individual or a single legal entity) (Licensee) and Bobronix to use the Software. This EULA applies after the Licensee has received the Software from a Reseller or Bobronix.

ACCEPTANCE

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY DOWNLOADING THE SOFTWARE OR BY INSTALLING, USING, OR COPYING THE SOFTWARE. YOU MUST AGREE TO ALL OF THE TERMS OF THIS EULA BEFORE YOU WILL BE ALLOWED TO DOWNLOAD THE SOFTWARE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS EULA, YOU MUST NOT INSTALL, USE, OR COPY THE SOFTWARE.

DEFINITIONS

Accessible Code means source code that is unprotected and accessible.

Bobronix means Bobronix Ltd of Achaion, 35, Office 17, Agios Andreas, 1101, Nicosia, Cyprus or its subsidiaries, affiliates, and suppliers.

Authorized User means a person who accesses and uses the Software under a User License.

Embedded Software means any third party software, which may contain Accessible Code or Protected Code licensed by Bobronix from a third party and embedded in the Software.

Fees mean all fees and expenses payable by the Licensee to Bobronix in acquiring the Software and as applicable any Maintenance or User Licenses.

Maintenance means the provision by Bobronix to Licensee under separate agreement, of Software updates and/or enhancements made generally available to customers from time to time, and online technical support for the sole purpose of addressing technical issues relating to the use of the Software.

OEM Distribution means distribution of the Software as either a bundled add-on to, or embedded component of, another application with such application being made available to its users as, but not limited to, an on-premises application, a hosted application, a Software-as-a-Service offering or a subscription.

Protected Code means any source code that is protected against access by Bobronix, and in particular contained in .jar files or a third party and is not accessible under this EULA.

Reseller means an entity selling and distributing Bobronix products, which is authorized by Bobronix to do so.
Software means the Bobronix software that accompanies this EULA, which includes computer software, Accessible Code and Protected Code and may include associated media, printed materials, "online" or electronic documentation, Internet-based services and Embedded Software.

User License means a license granted under this EULA to the Licensee to permit an Authorized User to use the Software. The number of User Licenses granted to the Licensee is dependent on the Fees paid by the Licensee.

**LICENSE GRANT**

This EULA entitles you to install and use one copy of the Software. In addition, you may make one archival copy of the Software. The archival copy must be on a storage medium other than a hard drive and may only be used for the reinstallation of the Software. This EULA does not permit the installation or use of multiple copies of the Software, or the installation of the Software on more than one computer at any given time, on a system that allows shared use of applications, on a multi-user network, or on any configuration or system of computers that allows multiple users. Multiple copy uses or installation is only allowed if you obtain an appropriate licensing EULA for each user and each copy of the Software.

The licenses granted are subject to the condition that the Licensee must ensure the maximum number of Authorized Users accessing and using the Software concurrently is equal to the number of User Licenses for which the necessary Fees have been paid to the Reseller or Bobronix. The Licensee may purchase additional User Licenses at any time on payment of the appropriate Fees to the Reseller or Bobronix.

Bobronix may in its sole discretion provide evaluation copies of the Software for customers to assess the Software, which may not have full functionality. If the Software is only provided for evaluation purposes the rights of the Licensee are limited to this evaluation license which permits the Licensee to download, install, use and operate the Software for a limited period (“Evaluation Period”) and be accessed by a limited number of temporary users only, as determined by Bobronix (“Evaluation License”). On the expiry of the Evaluation Period, the Software will cease to function and the Licensee must remove and delete all copies of the Software in its possession.

**RESTRICTIONS ON TRANSFER**

Each license granted by Bobronix under this EULA is unless otherwise specified in this EULA or agreed by Bobronix in writing; worldwide, non-exclusive and non-transferable.

Without first obtaining the express written consent of Bobronix, you may not assign your rights and obligations under this EULA, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Software.

**EMBEDDED SOFTWARE**

The Licensee acknowledges the Software contains Embedded Software and that in addition to the obligations of this EULA, additional obligations may apply in relation to any use of Embedded Software by the Licensee that is not in accordance with the use of the Software as permitted under the terms of this EULA. In such circumstances, the Licensee must consult the relevant third party to acquire any necessary licenses and consents in relation to its use of any Embedded Software.
While the Licensee is permitted to conduct "benchmarking" in relation to the Software as a whole, the Licensee must not conduct any "benchmarking" in relation to individual Embedded Software elements.

**RESERVATION OF RIGHTS AND OWNERSHIP**

Bobronix reserves all rights not expressly granted to the Licensee in this EULA. Copyright and other intellectual property laws and treaties protect the Software and all copies thereof. Bobronix or relevant third parties own the title, copyright, and other intellectual property rights in the Software and all subsequent copies of the Software. The Software is licensed, not sold and the Licensee does not acquire any rights of ownership in the Software.

**SUPPORT AND MAINTENANCE**

This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software (Supplementary Software) that Bobronix may provide to the Licensee or make available to the Licensee after the date the Licensee obtains its initial copy of the Software, unless Bobronix provides other terms along with any Supplementary Software. Bobronix reserves the right to discontinue any Internet-based services provided to the Licensee or made available to the Licensee through the use of the Software.

Any support services provided by Bobronix will be substantially as described in separate written materials provided by Bobronix to the Licensee and may be the subject to the payment of additional Fees.

**RESTRICTIONS ON USE**

You may not use, copy, or install the Software on any system with more than one computer, or permit the use, copying, or installation of the Software by more than one user or on more than one computer. If you hold multiple, validly licensed copies, you may not use, copy, install the Software on any system with more than the number of users permitted by license, or permit the use, copying, or installation by more users, or on more computers than the number permitted by license.

You may not sell, sublicense, redistribute, reproduce, transmit, circulate, disseminate, translate or reduce to or from any electronic medium or machine-readable form the Software or any data/information not owned by the Licensee, which is provided to Licensee through the Software to a person who is not an Authorized User.

You may not directly or indirectly access or use any Embedded Software independently of the rest of the Software.

You may not decompile, "reverse-engineer", disassemble, or otherwise attempt to derive the source code for the Software.

Except as otherwise permitted in this EULA, you may not publish, promote, broadcast, circulate or refer publicly to the Bobronix name, trade name, trademark, service mark or logo. You may not commit any act or omission the likely result of which is that Bobronix’s or any of its third party suppliers’ reputation will be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on Bobronix’s interests.
You may not distribute the Software via OEM.

**RESTRICTIONS ON ALTERATION**

You may not modify the Software, adapt the Software, create any derivative work of the Software or its accompanying documentation, or otherwise attempt to derive, any portion of the Software. Derivative works include but are not limited to translations. You may not alter any files or libraries in any portion of the Software.

**RESTRICTIONS ON COPYING**

You may not copy any part of the Software except to the extent that licensed use inherently demands the creation of a temporary copy stored in computer memory and not permanently affixed on storage medium. The Licensee is permitted to copy the Software for data protection, archiving and backup purposes only and for no other purpose. However, only the strictly necessary number of backup copies may be made.

**POSITIVE OBLIGATIONS**

Licensee must at all times: (a) ensure that only an Authorized User uses the Software and only in accordance with the terms and conditions of this EULA, (b) ensure that the Software is not used for rental, timesharing, subscription service, hosting or outsourcing.

**PROTECTION MECHANISMS**

The Software includes license protection mechanisms that are designed to manage and protect the intellectual property rights of Bobronix and its third-party suppliers. Licensee must not modify or alter those features to try to defeat the Software or use rules that the license protection mechanisms are designed to enforce. Any such attempt by the Licensee will result in the immediate termination of any license granted under this EULA.

**NOTIFICATION**

If the Licensee discovers it has breached any of its obligations under this EULA and in particular, the restrictions on use, restrictions on alteration, restrictions on copying, positive obligations, the Licensee must immediately report such breach to Bobronix, in writing.

Where a breach involves the distribution or use of the Software outside of the User License or any Additional User License or the use and distribution of Embedded Software Bobronix and/or any third party owner of Embedded Software will be entitled, in addition to any other right or claim that Bobronix or any third party owner of Embedded Software may have against Licensee, to retroactively charge Licensee, in addition to any other Fees payable by Licensee under this EULA, a fee calculated based on the number of prohibited distributions or uses times the respective list prices that Bobronix and/or any third party owner of Embedded Software charges for the Software or Embedded Software respectively.

**PERMITTED FIXES**
Notwithstanding anything else in this EULA but subject to the terms and conditions contained herein, the Licensee is permitted to modify the Accessible Code in the Software to develop bug fixes, customizations or additional features solely for their internal purposes of using the Software.

**TERMINATION**

(1) Without prejudice to any other rights and in addition to any other termination rights in this EULA, Bobronix may terminate this EULA if the Licensee fails to comply with the terms and conditions of this EULA. Immediately upon termination of a license granted under this EULA, the Licensee must at its own cost: (a) cease permitting access to and procure that all Authorized Users immediately cease all use of the Software; and (b) remove all copies of the Software from its computer systems; (c) provide Bobronix with written certification that it has destroyed all copies of the Software including all Accessible Code in its possession, custody or control.

The decommissioning of the Software by the Licensee will have, consequently, the termination of this EULA between Bobronix and the Licensee.

Upon termination of this EULA, through a new license deployment with a superseding EULA or as otherwise described in this EULA, Licensee shall not be entitled either to credits or refunds for any unused portion of this terminated EULA, including but not limited to unused maintenance and support.

**INFRINGEMENT INDEMNIFICATION**

If the Software becomes, or in the opinion of Bobronix may become, the subject of a claim of infringement of any third party's intellectual property rights, Bobronix may, at its option and in its discretion: (i) procure for Licensee the right to use the Software free of any liability; (ii) replace or modify the Software to make it non-infringing; or (iii) refund any License Fees related to this Software paid by Licensee. The foregoing states the sole liability of Bobronix and the exclusive remedy of Licensee for any infringement of intellectual property rights by the Software or any other items provided by Bobronix under this EULA.

(a) Licensee will indemnify and hold harmless Bobronix against all costs, expenses, losses and claims made against Bobronix as a result of any infringement of a third party's intellectual property rights arising from the Licensee's or its Authorized User's modification to the Software or combination of the Software with other products by Licensee or any of its Authorized Users.

(b) Licensee acknowledges and agrees that if Licensee breaches this EULA and Bobronix or any third party owner of Embedded Software suffers any loss, damage cost or expense directly or indirectly in connection with the breach, Bobronix or the relevant third party owner of the Embedded Software may bring an action directly against Licensee.

**DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY Bobronix, Bobronix MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A
PARTICULAR PURPOSE OTHER THAN AS SET FORTH IN THIS EULA OR IN THE LIMITED WARRANTY DOCUMENTS PROVIDED WITH THE SOFTWARE.

Bobronix makes no warranty that the Software will meet your requirements or operate under your specific conditions of use. Bobronix makes no warranty that operation of the Software will be secure, error free, or free from interruption.

To the maximum extent permitted by applicable law in the jurisdiction in which the Software or any Supplementary Software is supplied, or Maintenance provided, Bobronix and its third-party suppliers provide the Software and any Maintenance AS IS AND WITH ALL FAULTS, and except otherwise expressly contained in the EULA, hereby disclaim all other warranties and conditions, whether express, implied or statutory.

YOU MUST DETERMINE WHETHER THE SOFTWARE SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE TO MEET YOUR REQUIREMENTS. UNDER ANY CIRCUMSTANCES Bobronix WILL NOT BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE.

UNDER NO CIRCUMSTANCES SHALL Bobronix, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THIS EULA, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE SOFTWARE, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF Bobronix OR ANY OTHER PARTY, EVEN IF Bobronix IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS BOBRONIX’S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

LIMITATION OF REMEDIES AND DAMAGES

The Licensee may have remedies against Bobronix imposed by law or statute, which cannot be excluded by Bobronix and its third-party suppliers. To the extent the Licensee has such legal remedies Bobronix or its third party suppliers then to the fullest extent permitted by law Bobronix and its third party suppliers' liability is limited (a) at Bobronix’s option, to: (i) in the case of the Software: 1) repairing or replacing the Software; or 2) the cost of such repair or replacement; and (ii) in the case of Maintenance services: 1) re-supply of the services; or 2) the cost of having the Maintenance services supplied again or if the above limitation is not applicable then (b) to the greater of the actual damages Licensee incurs in reasonable reliance on the Software up to the amount actually paid by the Licensee for the Software.

Subject to previous clause, notwithstanding any damages Licensee might incur for any reason whatsoever to the maximum extent permitted by applicable law the entire liability of Bobronix and any of its third party suppliers under any provision of this EULA and Licensee's exclusive remedy hereunder shall be
limited to the greater of the actual damages Licensee incurs in reasonable reliance on the Software up to
the amount actually paid by the Licensee for the Software.

Notwithstanding anything else in this section, to the maximum extent permitted by applicable law, in no
event shall Bobronix or its third party suppliers be liable for any special, incidental, punitive, indirect, or
consequential damages whatsoever arising out of or in any way related to the use of or inability to use the
Software, the provision of or failure to provide Maintenance or other services, information, software, and
related content through the Software or otherwise arising out of the use of the Software, or otherwise
under or in connection with any provision of this EULA, even in the event of the fault, tort (including
negligence), misrepresentation, strict liability, breach of contract or breach of warranty of Bobronix or
any third party supplier, and even if Bobronix or any third party supplier has been advised of the
possibility of such damages.

Any claim must be made within the applicable warranty period. All warranties cover only defects arising
under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect,
alteration, problems with electrical power, acts of nature, unusual temperatures or humidity, improper
installation, or damage determined by Bobronix to have been caused by you. All limited warranties on the
Software are granted only to you and are non-transferable. The licensee agrees to indemnify and hold
Bobronix harmless from all claims, judgments, liabilities, expenses, or costs arising from its breach of this
EULA and/or acts or omissions.

PUBLICITY RIGHTS

Licensee grants Bobronix the right to include Licensee as a customer in Software promotional material.
Licensee can deny Bobronix this right at any time by submitting a written request via email to
sales@bobronix.com, requesting to be excluded from Software promotional material. Requests made after
purchasing may take thirty (30) calendar days to process.

AMENDMENT

This EULA may not be amended except with the written agreement of PSF whose consent may be
withheld in its complete discretion without any requirement to provide reasons.

ASSIGNMENT

Licensee may assign this EULA to: (i) succeeding parties in the case of a merger, acquisition or change of
control; or (ii) if Licensee is a supplier to a government agency; provided, however, that in each case, (a)
Bobronix is notified in writing within ninety (90) days of such assignment, (b) the assignee agrees to be
bound by the terms and conditions contained in this EULA and (c) upon such assignment the assignee
makes no further use of the software licensed under this EULA. Bobronix may assign its rights and
obligation under this EULA without consent of Licensee. Any permitted assignee shall be bound by the
terms and conditions of this Agreement.

RESTRICTIONS

The export of the Software from the country of original Purchase may be subject to control or restriction
by applicable local law. Licensee is solely responsible for determining the existence and application of
any such law to any proposed export and for obtaining any needed authorization. Licensee agrees not to export the Software from any country in violation of applicable legal restrictions on such export.

**GOVERNING LAW, JURISDICTION AND COSTS**

The laws of Cyprus, without regard to conflict of law principles, govern this EULA and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Cyprus courts.

**SEVERABILITY**

This EULA (including any addendum or amendment to this EULA, which is included with the Software) is the entire agreement between the Licensee and Bobronix relating to the Software and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA.

If any provision of this EULA shall be held to be invalid or unenforceable, the remainder of this EULA shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

**SURVIVAL**

Clauses Embedded software, Reservation of rights and ownership, Restrictions on use, Restrictions on alteration, Restrictions on copying, Positive obligations, Termination (1), Infringement Indemnification (a, b), Disclaimer of Warranties and Limitation of Liability, Governing Law, Jurisdiction and Costs and Severability shall survive any termination of this EULA.