

THIS END-USER LICENSE AGREEMENT ('EULA') IS A LEGAL AGREEMENT BETWEEN YOU AND ASBISC ENTERPRISES PLC ('ASBIS'), the owner of TM LORGAR. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING THE SOFTWARE OR USING YOUR LORGAR PRODUCT. BY INSTALLING THE SOFTWARE OR USING YOUR LORGAR PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE WITH THE TERMS OF THIS EULA, YOU CAN RETURN THE PRODUCT FOR A REFUND, SUBJECT TO THE TERMS AND CONDITIONS OF THE APPLICABLE RETURN POLICY OF YOUR POINT OF PURCHASE. AS DESCRIBED IN SECTION 4, YOU AGREE TO AUTOMATIC SOFTWARE UPDATES. IF YOU DO NOT AGREE, YOU MUST NOT USE THE PRODUCT OR INSTALL THE SOFTWARE. THE PRODUCT LIMITATIONS SECTION BELOW SPECIFIES IMPORTANT LIMITATIONS OF THE SOFTWARE AND RELATED SERVICES IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. 'Software' means: (i) any and all software programs or applications, including software applications downloaded and installed on a desktop or a mobile device; (ii) any and all software in the form of embedded software on a ASBIS product; (iii) any related documentation, modified versions of, upgrades or improvements to such software (unless expressly provided under different terms at the time of update or download), all subsequent versions, copies of such software. These terms give you specific legal rights, and you may also have other legal rights in addition, which vary depending on the jurisdiction.

## **License**

Subject to the terms of this EULA, ASBIS grants you a limited, nonexclusive license to use the Software, solely with the ASBIS product you have purchased or the ASBIS service used by you. Except for embedded software on a ASBIS product, the Software may be copied only for backup or archive purposes in support of your use of the Software as permitted hereunder and to make it available on an internal household or internal enterprise network server solely for downloading onto devices in your possession or control within your household or enterprise; but solely for your use of the Software as provided herein and to make it available on an internal household or internal enterprise network server solely for downloading onto devices in your possession or control within your household or enterprise; but solely for your use of the Software as provided herein. Any copies must include all copyright and other proprietary notices contained in the original. For embedded Software on a ASBIS product, you may only use one (1) copy, solely on the ASBIS product in your possession or control or with the ASBIS service used by you. You may permanently transfer to another person the Software upon a permanent transfer of the ASBIS product using the Software, so long as that person agrees to be bound by this EULA and following such transfer you stop using the product and the Software.

## **Limitations**

You are not permitted to (and will not permit others to): (A) license, sell, rent, lease, transfer (except as expressly permitted in Section 1), distribute, host, outsource, disclose or otherwise commercially exploit the Software or make the Software available to third parties; (B) copy the Software (except as expressly permitted in Section 1); (C) decompile, disassemble, reverse engineer, attempt to derive the source code of, or create derivative works of, or an installer for, the Software or any part thereof (except as expressly permitted by applicable law); (D) remove or alter any trademark, logo, copyright or other proprietary notice, legends, symbols or labels in the Software.

## **Ownership**

ASBIS and its licensors owns and retains all right, title and interest in and to the Software and all copyrights and other intellectual property rights therein. The Software is licensed, not sold, to you by ASBIS, and ASBIS reserves all rights not expressly granted to you.

## **Automatic Software Updates**

ASBIS may from time to time provide bug fixes, updates, upgrades, and other modifications to the Software ('Updates'). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to receive these automatic Updates. If you do not want such Updates, your remedy is to stop using the Product. The terms of this EULA will govern any Updates provided by ASBIS that replace and/or supplement the original Software unless such Updates are accompanied by a separate license in which case the terms of that license will govern.

## **Privacy**

Our privacy practices are described in our Privacy Policy, as well as in separate privacy statements (collectively, the 'Privacy Policy') provided when a software, an app, a product, or service is purchased, downloaded or used. By installing the Software, using ASBIS products or providing us with your personal information, you are accepting and consenting to the practices, terms and conditions described in the Privacy Policy and in any separate privacy statements. Our Privacy Policy is incorporated by reference into this EULA.

## **Open Source**

This EULA does not apply to any open-source software which may be included in the Software ('Open Source Components'). The Open Source Components applicable to the Software and associated applicable licenses, may be listed at %link%. Your use of each Open Source Component is subject to the terms of each applicable end user license that accompanies such Open Source Component. Nothing in this EULA limits your rights under, or grant you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Components.

## **Third-Party Software**

The Software and the Product may be used in conjunction with other products and software and may contain links or interfaces to, and content and data from, third party software ('Third-Party Software'). The use of such Third-Party Software is governed by the terms provided by the licensor of such Third-Party Software, including the third party's Privacy Policy. By accessing or using Third-Party Software, you agree to comply with applicable third-party terms. ASBIS makes no representations or warranties about the operation or availability of such Third-Party Software. Neither ASBIS, nor its licensors, shall be liable for any unavailability or removal of such Third-Party Software.

## **Termination**

This EULA shall continue until terminated. Either party may terminate this EULA for any reason and at any time. Your right to use the Software will automatically terminate without notice from ASBIS if you violated any terms of this EULA. Upon such termination, you must stop using the Software and remove any copies of the Software in your possession or control. The provisions of sections 5, 6, 7, 8, 9, 10, 11, 14, 15 and 16 will remain in effect, after any such termination. ASBIS makes no representation about the future availability of the Software or any Updates and shall not be liable for any unavailability or removal of the Software or Updates. ASBIS shall have no responsibility to provide maintenance or support services with respect to the Software.

## **Warranty Disclaimer**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ASBIS SOFTWARE AND SERVICES ARE PROVIDED 'AS IS', WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE ASBIS SOFTWARE AND SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. ASBIS AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE ASBIS SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. ASBIS DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE ASBIS SOFTWARE OR SERVICES, THAT THE FUNCTIONS CONTAINED IN THE ASBIS SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE ASBIS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE ASBIS SOFTWARE OR SERVICES WILL BE CORRECTED. NO ASBIS DEALER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS DISCLAIMER OF WARRANTY. Some jurisdictions do not allow exclusions of implied warranties or limitations on applicable statutory rights of consumers, so the above exclusions and limitations may not apply to you.

## **Limitation of Liability**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL ASBIS OR ITS LICENSORS BE LIABLE FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, SOFTWARE, OR SERVICES, LOST PROFITS, LOSS OF INFORMATION OR DATA, OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING IN ANY WAY OUT OF THE SALE, LICENSE OR USE OF, OR INABILITY TO USE ANY ASBIS PRODUCT, SOFTWARE, OR SERVICE, HOWEVER, CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF ASBIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE WILL ASBIS AND ITS LICENSORS TOTAL LIABILITY EXCEED THE ACTUAL MONEY PAID FOR THE ASBIS PRODUCT, SOFTWARE, OR SERVICE GIVING RISE TO THE LIABILITY. The foregoing limitations will apply even if the above-stated remedy fails of its

essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. The abovementioned limitations will not apply in case of personal injury where and to the extent that applicable law requires such liability.

## **Product Limitations**

THE SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATIONS OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, MEDICAL DEVICES OR OTHER EQUIPMENT IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. YOU ACKNOWLEDGE THAT THE SOFTWARE IS NOT CERTIFIED FOR EMERGENCY PURPOSES AND SHOULD NOT BE USED FOR SUCH PURPOSES. ASBIS DOES NOT MONITOR EMERGENCY NOTIFICATIONS AND IS NOT RESPONSIBLE FOR DISPATCHING EMERGENCY SERVICES TO YOUR HOME.

## **Export Law Assurances**

You agree that you may not export or re-export the Software in violation of any applicable laws or regulations, including but not limited to those of the European Union, Cyprus and/or the laws or regulations of the jurisdiction(s) in which the Software was obtained.

## **Agents and Third-Party Purchasers**

If you are acquiring the Software on behalf of another person or entity, you represent and warrant that you have the authority to bind the party or entity for which you are acquiring the Software to the terms and conditions of this EULA. You represent that you are of sufficient legal age in your jurisdiction to use or access the software and to enter this EULA.

## **Controlling Law; Severability**

This EULA will be exclusively governed by the laws of Cyprus. If any provision of this EULA is found to be invalid, the parties nevertheless agree that their intentions, as reflected in the provision and the other provisions, of this EULA shall remain in full force and effect.

## **Dispute Resolution**

Any dispute arising between you and ASBIS shall be resolved through final and binding procedure conducted under the Cyprus law in district court of Limassol. IN ORDER TO AVOID THE LOSS OF EVIDENCE AND ENSURE PROMPT RESOLUTION OF CLAIMS ARISING UNDER THIS AGREEMENT, A PARTY BRINGING ANY CLAIM UNDER THIS EULA MUST PROVIDE THE OTHER PARTY WRITTEN NOTICE OF THE BASIS FOR ITS CLAIM WITHIN ONE (1) YEAR, OR WITHIN THE MINIMUM TIME REQUIRED BY GOVERNING LAW IF LONGER THAN ONE (1) YEAR, OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS THAT GIVE RISE TO THE CLAIM, OR SUCH PARTY WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT OR FACTS.

## **Full Agreement; Governing Language**

This agreement sets forth the entire agreement between you and ASBIS and supersedes all prior agreements, written or oral, with respect to the Software. Any translation of this EULA is done for local requirements and in the event of an inconsistency between the English and any non-English version, the English version of this EULA will govern. The Software is protected by the copyright law and international treaty. Unauthorized reproduction or distribution of the Software is subject to civil and criminal penalties. © 2021 ASBIS. All rights reserved