



# End User License Agreement & Technical Support and Software Assurance Agreement

## EULA

IF YOU HAVE PURCHASED A RIGHT TO USE RENCORE SOFTWARE, PLEASE READ THIS AGREEMENT CAREFULLY. BY ALLOWING THE "I ACCEPT THE TERMS IN THE LICENSE AGREEMENT" BOX TO REMAIN CHECKED, OR BY DOWNLOADING, ACCESSING, INSTALLING OR USING THE SOFTWARE, ANY UPDATES, AND DOCUMENTATION (COLLECTIVELY "THE SOFTWARE"), YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, ACCESS OR USE THE SOFTWARE.

This EULA is a binding legal agreement between you (collectively, "you", "your", "end-user", or "customer") and Rencore GmbH, including its affiliates, authorized resellers or agents acting on our behalf (collectively, "Rencore", "us", "we", or "our"). If you are using our software on behalf of a business, that business accepts these terms. You (i.e., the individual reviewing this license agreement) represent and warrant that you (a) are an authorized representative of your company, (b) have the authority to bind your company to the terms of the license agreement, and (c) have not previously violated the terms of any license agreements with us.

You acknowledge that the terms and conditions of the agreement are subject to change without notice, and are effective on the date they are posted. Your continued use of the software constitutes acceptance of these and any and all modified terms and conditions. For this reason, we strongly encourage you to periodically revisit this page to review any changes to these terms.

**Last updated: January 2021.**

## 1. LICENSE TO USE THE SOFTWARE

The licensed software is the sole and exclusive property of Rencore, AND the software is LICENSED, NOT SOLD. By indicating that you accept these terms, you do not become the owner of the licensed software, but are entitled to use the license according to the terms of this EULA. You must lawfully acquire and order the software from Rencore, or its authorized resellers, in order to receive a valid license to use the software. Downloads are only permitted via our website. Otherwise you do not have a right to use the software. License rights are not related to software media. The rights applicable to licensed software obtained under this agreement are not related to any order of fulfilment of software media.



## 2. LICENSE GRANT

**2.1 License Grant.** SUBJECT TO YOUR CONTINUOUS COMPLIANCE WITH THIS AGREEMENT AND PAYMENT OF ALL APPLICABLE LICENSE FEES, YOU ARE GRANTED A LIMITED, WORLDWIDE, ROYALTY-FREE, NON-ASSIGNABLE, NON-SUBLICENSEABLE, NONTRANSFERABLE AND NON-EXCLUSIVE LICENSE TO USE THE OBJECT CODE VERSIONS OF THE SOFTWARE (A) WITHIN THE SCOPE OF THE LICENSE TYPE, (B) ON THE PERMITTED NUMBER OF COMPATIBLE DEVICES (i.e., SERVER/FARMS/DESKTOPS, COLLECTIVELY, "DEVICES") AS SPECIFIED IN THE DOCUMENTATION, AND (C) IN A MANNER CONSISTENT WITH THE TERMS OF THIS AGREEMENT AND APPLICABLE DOCUMENTATION, INCLUDING ALL ADDITIONAL TERMS IN SECTION 5.

**2.2 Subscription Grant.** SOME SOFTWARE LICENSES MAY BE LIMITED FOR A SPECIFIC PERIOD OF TIME (i.e., SUBSCRIPTION BASED LICENSES) AS DEFINED IN SECTION 7.2. IN THIS CASE, YOU HAVE OBTAINED THE RIGHT TO USE AND ACCESS THE LICENSED MATERIALS FOR A SPECIFIC LIMITED PERIOD OF TIME (i.e., THE SUBSCRIPTION PERIOD). AT THE END OF THIS PERIOD, YOUR LICENSE AND YOUR ASSOCIATED RIGHTS, SUCH AS TECHNICAL SUPPORT AND SOFTWARE ASSURANCE, WILL EXPIRE AUTOMATICALLY, UNLESS YOU HAVE RENEWED YOUR SUBSCRIPTION. UPON EXPIRATION OR TERMINATION OF THE SUBSCRIPTION LICENSE TERM, YOU UNDERSTAND THAT THE SOFTWARE MAY CEASE TO OPERATE WITHOUT PRIOR NOTICE. THE SUBSCRIPTION BASED LICENSE GRANTED HEREIN IS SUPPLEMENTED BY SPECIFIC PROVISIONS IN SECTION 6.

**2.3 Notice.** RENCORE'S LIMITATIONS OF LIABILITY AND DISCLAIMERS AS WELL AS THE PROVISIONS OF THE SECTION TITLED "GENERAL" SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT. THE AGREEMENT AND YOUR LICENSE TO USE THE LICENSED MATERIALS WILL TERMINATE IF YOU FAIL TO COMPLY WITH ANY TERM OR CONDITION IN THIS AGREEMENT.

## 3. LICENSE TYPES

**3.1 Beta Software.** If the software you have received or are accessing with this agreement is a pre-commercial release or a beta version, then you understand that the software is a pre-release, non-commercial version (collectively, "beta version") and does not represent a final product of Rencore. The software may contain bugs, errors and other problems and should not be used in production environments. You understand that Rencore is not obligated to release the product, and ALL PRE-RELEASE OR BETA SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND RENCORE DISCLAIMS ANY AND ALL WARRANTIES OR LIABILITY TO THE CUSTOMER OF ANY KIND.

**3.2 Evaluation Software.** If you have downloaded or been given an evaluation version (collectively, "not for sale" ("NFS"), "not for resale" ("NFR"), or "trial"), you may install and access the software only for the purpose of demonstration, evaluation, and training purposes, and you agree that any output files ("reports" or "software generated documentation") are used only for internal, non-commercial, and non-production purposes for the period specified by Rencore (or, if not specified, for 30 days). You acknowledge that evaluation software may not be fully functional. Any attempt to circumvent any expiration date is in violation of this EULA and will immediately terminate your license to use the evaluation version. Notwithstanding anything else in this agreement, Rencore does not offer any warranty, indemnity or support for any evaluation software. EVALUATION SOFTWARE IS PROVIDED "AS IS". ACCESS TO AND USE OF ANY OUTPUT FILES CREATED WITH SUCH EVALUATION SOFTWARE IS ENTIRELY AT THE CUSTOMER'S OWN RISK.

**3.4 Perpetual License.** A perpetual license allows you to continue to use the software for as long as you (a) comply with the terms of the license agreement, including the additional terms in Section



5, (b) have a valid order confirmation, and (c) have proof of payment. Notwithstanding the foregoing, a perpetual license means that you do not owe additional fees for the version you have purchased. It does not include software assurance or upgrades to subsequent versions that are available at additional costs.

**3.5 Subscription License.** If you have obtained or purchased from Rencore, or its authorized reseller, a right to use the software for a specific period of time (a **"subscription"**) then all of the terms of use applicable to the software set forth in this license agreement shall remain in force, except that the licensee's right to use the software shall not be perpetual, but shall instead be limited solely to the term of the subscription (**"subscription term" as defined in 6.4**). If Rencore does not receive the recurring subscription payment or cannot validate the license periodically, then the software may become inactive without additional notice, until Rencore receives the payment or validates the license. A subscription edition requires your agreement to the subscription terms and to the other additional terms as noted in Section 6.

## 4. DEFINITIONS SPECIFIC TO THIS AGREEMENT

**4.1** In this agreement, the following terms shall be interpreted as indicated:

**4.2 Agent.** For the purpose of this agreement, agents are identified as: outsourcers, consultants, contractors, auditors, disaster recovery services providers, hosted services providers, distributors, agents, representatives, and other third parties providing services to the customer (collectively, and each, an "agent"). Rencore will not have any direct or indirect liability or obligation to any end-users' agents and end-users' agents do not acquire any rights under this agreement. You will be responsible for agent compliance with this agreement, including the additional conditions and limitations as stated in the foregoing and subsequent sections of this agreement.

**4.3 Authorized User.** Any person or entity (collectively, "authorized users") who has purchased the appropriate number of licenses, and agrees to be bound by the terms expressed in this agreement, **and the additional terms** in Section 5 (Additional Terms and Conditions for Use) and Section 6 (Special Terms for Consultant Subscriptions).

**4.4 Tenant License.** A tenant license is licensed per individual Office 365 tenant and usually scales by the number of users with Office 365 license in the tenant. The license owner must have the permission to connect the Office 365 tenant to the software.

**4.5 User License.** A user license is licensed per individual user, and permits only ONE user to use the software. The license owner must have sufficient permission to install the software on the machine.

**4.6 Farm License.** A farm license is licensed per individual SharePoint Farm. Test and integration farms are not covered by a production license. The farm license permits only ONE user to use the software. There are no restrictions on the number of users who can use the software on the licensed farm.

**4.7 Machine License.** A machine license is licensed per machine, either virtual or physical. It is limited to a certain number of CPU cores installed in that machine and can only be used on a machine with the purchased CPU core coverage or lower. When integrated into an automatic build system like Team Foundation Server, every machine using the software (e.g. a build agent) requires an individual license even if all machines operate with the same installation and license key. There are no restrictions on the number of users who can use the software on the licensed machine or by means provided by the used environment (e.g. central build in a build automation system). The machine license does not cover the functionality to run the software locally on a client machine.



**4.8 Customer Data.** This relates to your name, email, company address, phone number, payment methods or other documentation (collectively, "customer data") provided or submitted by you to us in the course of using our online services (as defined below).

*4.8.1. For clarity, Rencore does not store credit card data, or accept credit card payments via the phone. Credit card transactions are conducted and stored by, and transmitted to, our PCI compliant ecommerce payment provider. When you place an order, you acknowledge this notice. This also means that a separate account containing your payment method is held and stored with our ecommerce provider.*

**4.9 Electronic Software Delivery.** All Rencore software is delivered electronically.

**4.10 Version Releases.** Major releases or updates are updates, bug fixes, feature enhancements or improvements, or other data relating to the software (collectively, "updates") are available at no additional charge to customers who (a) have active software assurance, (b) purchase the license to upgrade, or (c) have a subscription that automatically includes software assurance. All updates must be installed by the end-user via the download link on our website. You understand that if you choose not to install the update, the software may not perform properly. In some instances, an update may be required for functionality of the software, and you must complete the installation in order to continue using the software.

**4.11 Online Services.** Online services are defined as a website or IP address, or ancillary services rendered to you by Rencore to which you are being granted access under this agreement (i.e., support portal, support tickets, billing accounts maintained by our ecommerce provider).

**4.12 Software.** "Software" means (a) any Rencore proprietary computer software program identified on the <https://rencore.com> website, (b) related software documentation and materials, (c) any updates to the media or related software documentation, (d) machine-readable instructions and data programs in machine-readable formats, (e) audio-visual content (such as images, text, recordings, or pictures), and (f) software keys (collectively, "software" or "products"). The software does NOT include any versions of the source code.

**4.13 Software Assurance.** For an additional and a recurring fee, Rencore offers "software assurance" to licensed users. Software assurance includes (1) any generally released updates, patches, and bug fixes for the software ("updates") when and if released at Rencore's sole discretion, (2) major version upgrades, (3) web-based support, email and phone support, and (4) remote desktop support (provided that the customer agrees to this method of support).

**4.14 Support Portal.** This is an online service to enable customers to submit questions or receive online technical support. The Support Portal enables customers to log and track the progress of the problem/request from inception to its resolution. You are able to submit tickets 24 hours a day, 7 days a week, even outside the normal Support operating hours. The customer Knowledge Base is an online article-based help site, located in the Support Portal.

## **5. ADDITIONAL TERMS AND CONDITIONS FOR USE**

In addition to all other terms in this agreement, the following conditions apply to customer use:

**5.1 User Obligation.** The customer agrees that it will not use the software, or permits its agents to use the software other than as permitted by this agreement and that it will not use the software in a



manner inconsistent with its design or documentation. The end-user will not attempt to do any of the foregoing, encourage others to do so, or otherwise attempt to bypass or circumvent any usage restrictions in this agreement. You shall not commit any act or omission that could result in damage to Rencore's reputation.

**5.2 No Assignment.** THE ENDUSER WILL NOT, AND WILL NOT ALLOW ANY AUTHORIZED USER, AGENT OR OTHER THIRD PARTY TO RESELL, ASSIGN, RENT, GIVE, TRANSFER, PASS TITLE TO, LEASE, COPY, PROVIDE ACCESS TO OR SUBLICENSE (INCLUDING WITHOUT LIMITATION ON A TIMESHARE, SUBSCRIPTION SERVICE, HOSTED SERVICE, OR OUTSOURCED BASIS) ANY PRODUCT TO ANY THIRD PARTY (FOR USE IN ITS BUSINESS OPERATIONS OR OTHERWISE) OR ANYONE ELSE BESIDES AUTHORIZED USERS (INCLUDING ITS AGENTS) IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT, OR PERMIT ANYONE BESIDES AUTHORIZED USERS (OR ITS AGENTS) TO USE ANY DATA OR INFORMATION NOT OWNED BY THE ENDUSER THAT IS GENERATED BY THE PRODUCTS. IN THE EVENT THAT THE ENDUSER GRANTS ANY SECURITY INTEREST IN ANY PRODUCTS, THE SECURED PARTY HAS NO RIGHT TO USE OR TRANSFER THE PRODUCTS. THIS AGREEMENT DOES NOT AND IS NOT INTENDED TO CONFER ANY RIGHTS OR REMEDIES UPON ANY PERSON OTHER THAN THE PARTIES.

**5.3 Prohibited Use.** The end-user will not provide the use of the software as a service to a third party.

**5.4 Uncontrolled System.** The end-user will be responsible for any use of the software on any hardware systems not owned, leased or controlled by the end-user.

**5.5 System Compatibility.** The end-user is responsible for and must use systems and equipment compatible with the software, as Rencore specifies in its online product pages and installation requirements.

**5.6 Compliance with Laws.** You represent and warrant to Rencore that you and any of your agents shall comply with all applicable laws, regulations, rules, ordinances, and orders regarding its use of the software, including data protection and privacy laws.

**5.7 Export Control.** You may not use the software, or allow the transfer, transmission, export or re-export of all or any part of the software or any product thereof, in violation of any export control laws or regulations of the United States, the EU, or any other relevant jurisdiction. The end-user is solely responsible for determining the existence and application of any such law to any proposed import and export and for obtaining any needed authorization. The end-user agrees not to export, directly or indirectly, any product (or any direct product thereof) from any country in violation of applicable laws.

**5.8 License Keys.** The software may require an electronic license key as a condition to use the software. Each license key delivered to the customer by Rencore shall be used solely by the specific company or its agents and may not be shared or transferred by the customer to any other company. Additional or replacement license keys may be obtained from Rencore.

**5.9 Deactivation.** You may not reinstall the software on a second device unless the original fails or is taken out of service. If a license key is required you will need to contact Rencore Support and request approval to reinstall the software on a new device, and you must then certify to Rencore that you uninstalled the software from the original device.

*5.9.1. If you have purchased a right for unlimited installs of the software, paragraph 5.9 does not apply to you. If you have purchased a subscription, paragraph 5.9 does not apply to you.*



**5.10 No Reverse Engineering.** You shall not reverse engineer, decompile, disassemble, decipher, decrypt, or otherwise seek to discover or obtain the source code or non-public APIs to products (including any data structure or similar materials produced by the products), except to the extent expressly permitted by applicable law despite this prohibition (and then only upon advance notice to Rencore).

**5.11 No Modifications.** You shall not modify, adapt or create derivative works of any software (excluding end-user modifications and end-user plug-ins), or remove or obscure any proprietary or other notices of Rencore or any third party contained in any product (including any information or data generated by the products).

**5.12 Permitted Use for Agents.** End-users' agents are permitted to use the software, but solely for the benefit of the customer, and only at the customer's installed location. The customer shall be responsible for compliance by its agents with the terms and conditions of this agreement.

*5.12.1 For clarity, this paragraph 5.12 does not apply to subscription software.*

**5.13 Termination for Inappropriate Use.** If any part of this agreement is violated, or discovered to be in breach, Rencore retains the right to disable functionality, including, without limitation, reporting, license moves, and user management, and other remedies at our disposal.

**5.14 Indemnification.** YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS RENCORE FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, DAMAGES, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM ARISING FROM OR RELATING TO (A) ANY BREACH BY THE END-USER (INCLUDING ITS AGENTS) OF THIS AGREEMENT, (B) ANY ENDUSER DATA, (C) ANY END-USER MODIFICATIONS, ENDUSER PLUG-INS OR OTHER MODIFICATIONS OF OR COMBINATIONS WITH A PRODUCT, OR ANY SERVICE OR PRODUCT OFFERED BY THE ENDUSER IN CONNECTION WITH OR RELATED TO A PRODUCT, (D) ANY UNCONTROLLED SYSTEMS, OR (E) ANY REPRESENTATIONS OR WARRANTIES MADE BY THE ENDUSER (INCLUDING ANY AGENT) REGARDING A PRODUCT TO THIRD PARTIES. THIS INDEMNIFICATION OBLIGATION IS SUBJECT TO THE ENDUSER RECEIVING (I) PROMPT WRITTEN NOTICE OF SUCH CLAIM (BUT IN ANY EVENT NOTICE IN SUFFICIENT TIME FOR THE END-USER TO RESPOND WITHOUT PREJUDICE); (II) THE EXCLUSIVE RIGHT TO CONTROL AND DIRECT THE INVESTIGATION, DEFENSE, OR SETTLEMENT OF SUCH CLAIM, PROVIDED THAT RENCORE MAY PARTICIPATE IN THE CLAIM AT ITS OWN EXPENSE AND THE END-USER MAY NOT SETTLE ANY CLAIM WITHOUT OUR PRIOR WRITTEN CONSENT; AND (III) ALL REASONABLE NECESSARY COOPERATION OF RENCORE AT THE END-USER'S EXPENSE.

## **6. SPECIAL TERMS FOR SUBSCRIPTIONS**

**6.1 Attestation.** If you have purchased the right to use the subscription, you hereby attest and warrant to Rencore that you will not knowingly, for purposes of circumventing the costs, purchase a license, if you do not have the appropriate right to do so. Notwithstanding any of the foregoing, the customer agrees to the following additional terms:

**6.2 Email Activation.** You agree that a subscription may require mandatory activation and email validation. You will complete the process providing Rencore with accurate information. Your use of the software is suspended until you complete the activation and email validation process.

**6.3 Email Requirements.** Software must be activated using a business issued email belonging to the registered user. General email addresses are not permitted (i.e., support@abc.com), and neither are



email addresses issued from Gmail, Hotmail, Yahoo, etc. You MUST identify the specific "end-user" during the activation process.

**6.4 Subscription Term.** The initial term and any renewal term(s) commence upon paying the applicable fees, unless otherwise agreed. The initial subscription term is a minimum of one month or other mutually agreed upon period, and decided at the time of purchase. Users may access and use the software during the applicable subscription term (defined below). Upon expiration of the subscription, the software will cease to operate. In the case of hosted SaaS software, the customer data and all its backups used during the subscription will be automatically destroyed 30 days after the expiration of the subscription. The deletion is irreversible.

**6.5 License Transfers.** No transfers may be made, without the express written consent of Rencore. Upon termination of the user's employment, the employing firm or user may request to transfer the right to use this license to another user. The following conditions apply: (a) the request to transfer must be done prior to any transfer, by notifying Rencore or its authorized reseller in writing, if by email to Rencore, then to sales@rencore.com; (b) the name and the email address of the new consultant must be submitted to Rencore or its authorized reseller when the request is made; and (c) the new consultant is bound to all the terms of use and obligations under this agreement. Upon receipt of a request to transfer use, Rencore will at its sole discretion determine the validity of the transfer.

**6.6 Termination for Misuse.** You understand that if Rencore finds that you have purchased a subscription license, and you do not have the right to use it, we will cancel your subscription. If you are entitled to a refund, we will either (a) refund the pro-rated amount consistent with the length of time elapsed since purchase, or (b) issue a credit for the unused amount towards purchase of the appropriate license. Note that you may not be entitled to a refund, depending upon the amount of time that has lapsed.

## 7. SUBSCRIPTION AND RENEWALS

**7.1 Auto Renewals.** Customers can elect to automatically renew for successive terms of the same period, whereby each subsequent renewal will be charged to your chosen method of payment, indicated in the initial order. You agree that you will maintain your customer data (as defined in Section 4.6). Rencore is not responsible for inaccurate, outdated, or incomplete customer data that could cause cancellation or renewal of your subscription. You take full responsibility for your automatic renewal and any fees associated for subsequent renewals, and the customer data on which those renewals are based.

**7.2 Disabling Auto Renewal.** If you do not want automatic renewals, then you must cancel the subscription through the provided link in the payment receipt. In this case, you agree that your subscription will expire at the end of the subscription term, and will cease to work. To continue using your subscription, you will have to place a new order via our website or with an authorized reseller. Upon cancellation of the subscription of SaaS software, all customer data will be automatically deleted after 30 days and will not be possible to recover when reactivating the subscription.

**7.3 Software Assurance Renewals.** At the end of each software assurance term, the customer must renew for a subsequent term as described below.

**7.4 Payments.** Payments can be made in two ways: (a) directly to Rencore (wire transfer only) as described in Section 9 (Payment and Fees), (b) online via our website, or (c) for subscriptions, through auto renewals, as described above in Section 7.1 (Auto Renewals).



**7.5 Cancellations.** You may cancel the subscription and automatic renewal at any time, with or without cause. To cancel you have to use the provided link in your order confirmation or use the subscriptions management portal located at <https://my.rencore.com>. A confirmation of the cancellation will then be sent automatically to the email address used for the order by our ecommerce provider.

## 8. IMPORTANT CUSTOMER OBLIGATIONS

**8.1 Accuracy of Customer Data.** The customer will provide accurate, current and complete information when using any online services of Rencore or its affiliates. The customer agrees to update its information if it changes. It is the responsibility of the end-user to ensure that all customer data reflects the latest and most accurate information.

**8.2 Passwords and Usernames.** The end-user will keep all its passwords and usernames confidential and will not share them with third parties. The end-user is responsible for all actions taken through its accounts.

## 9. PAYMENTS AND FEES

**9.1** The methods and conditions of payment to be made to Rencore or its affiliates (authorized resellers or ecommerce providers) are as follows:

**9.2 Payments to Authorized Reseller.** If the end-user has ordered products from a Rencore authorized reseller, then the sections of this agreement referring to orders with Rencore, or payments to Rencore, do not apply for those products. Instead, the end-user agrees to pay our authorized reseller the fees separately agreed with the authorized reseller. No Rencore authorized reseller may change the terms of this agreement, but they may impose additional fees for the price of the software. No promises, warranties or agreements by Rencore authorized resellers are binding on Rencore.

**9.3 Prices.** Prices charged by Rencore or its authorized resellers shall not vary from the prices quoted by Rencore or its authorized resellers in its bid, with the exception of (a) any price adjustments authorized or (b) any request for quote validity extension. All quotes that are expired upon purchase are subject to then-current pricing, unless otherwise agreed upon as mentioned above.

**9.4 Payments and Orders Directly with Rencore.** If you have placed your order directly with Rencore, then your purchase involves a purchase order and fees are payable directly to Rencore **by wire transfer only**. Upon receipt of a purchase order, submitted to Rencore by the customer, Rencore's request(s) for payment shall be made to the customer, accompanied by an invoice describing, as appropriate, the products delivered.

*9.4.1. Payment Terms. The customer must pay all fees by their due date specified at the time of order or otherwise within 14 days of Rencore's invoice or notice.*

*9.4.2. Currency. The currency or currencies in which payment is made to Rencore will be made in the currency or currencies in which the payment has been requested in the quote.*

*9.4.3. Late Payments. Late payments are subject to interest charges of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all collection expenses. The customer will continue to be charged until the balance is paid in full.*





*9.4.4. Termination for Non-Payment. In the event of any termination resulting from the customer's failure to pay any applicable fees, without prejudice to any other remedy for any breach of this agreement, by written notice of default sent to the customer, Rencore may terminate this agreement in whole or in part. The customer will continue to be responsible for any license fees, and period of usage, even if termination for non-payment occurs.*

*9.4.5. The customer will pay the unpaid balance due, calculated in accordance with this section and this agreement. Rencore will bill the customer for such unpaid fees and charges.*

*9.4.6. The customer acknowledges that the foregoing does not rely on the future availability of any products in agreeing to or making its payments hereunder.*

**9.5 Renewal Fees for Subscription-Based Users.** Fees will be charged as described in Section 7 (Subscription and Renewals).

**9.6 Website Orders.** If you have placed your order through our website, you agree to use our PCI compliant "payment provider". A separate billing account is created with the payment provider after a purchase is made. You agree to provide correct and accurate customer data to the payment provider, and agree to be bound by their terms and conditions.

**9.7 Taxes/Exemptions/VAT.** Payments made by the customer under this agreement exclude any taxes or duties payable in respect of the products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Rencore the customer must pay to Rencore the amount of such taxes or duties in addition to any fees owed under this agreement. Notwithstanding the foregoing, the customer may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, the customer will have the right to provide to Rencore any such exemption information, and Rencore will use reasonable efforts to provide such invoicing documents as may enable the customer to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

**9.8 Software Assurance Fees.** Rencore's annual software assurance is billed at a percentage of the list price of the software, on a recurring basis. Notices are sent to the email addresses on file, and the customer is responsible for placing a new order to continue the software assurance.

## **10. INTELLECTUAL PROPERTY**

**10.1 Ownership.** The software (including any related content or information contained therein), copies, modifications and derivative works of the product, and the underlying software (including any incorporating feedback) are the intellectual property of and are owned by Rencore. The structure, organization, and source code of the software are the valuable trade secrets and confidential information of Rencore. The software is protected by law, including but not limited to the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this agreement does not grant the customer any intellectual property rights in the software. All rights not expressly granted are reserved by Rencore.

**10.2 Copyrights and Trademarks.** Unless otherwise expressly noted, all materials, including images, illustrations, designs, icons, service marks, logos and photographs appearing anywhere on Rencore's website are protected by worldwide copyright laws and treaty provisions. The copyright on such materials is held by the original creator of the materials. None of the materials may be copied, reproduced, displayed, modified, published, uploaded, posted, transmitted, or distributed in any form, or by any means without Rencore's prior written permission.



**10.3 Customer Feedback.** This relates to comments, suggestions, or materials (including, to the extent disclosed to Rencore, any end-user modifications, but excluding end-user plug-ins) that end-users may provide to Rencore, about or in connection with the products, including any ideas, concepts, knowhow, or techniques contained therein. The end-user may provide feedback in connection with maintenance and otherwise. The end-user hereby grants Rencore a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify, and otherwise exploit the feedback for any purpose, including incorporating or implementing the feedback in the products. The end-user agrees that Rencore may exploit all feedback without any restriction or obligation on account of intellectual property rights or otherwise. For clarity, no feedback will be deemed the end-user's confidential information, and nothing in this agreement (including Section 12 (Confidentiality)) limits Rencore's right to independently use, develop, evaluate, or market products, whether incorporating feedback or otherwise.

**10.4 Smart Errors.** With your consent, the software may automatically collect non-personally identifiable usage data within certain log files, and may electronically transmit those log files to Rencore. The customer further acknowledges and agrees that such usage data collected by the software shall constitute the property of Rencore, and may be used by us in any way without further approval from the customer.

## **11. ONLINE SERVICES AND ELECTRONIC COMMUNICATIONS**

**11.1 Use of Customer Data.** Personal data collected through the online services may be transferred, stored, and processed in the United States or any other country in which Rencore or its affiliates maintain operations. This includes any personal data the customer collects using the online services. By using the online services, the customer consents to the transfer of personal data outside of the end-user's country.

**11.2 Privacy.** Both parties undertake to act in full compliance with the provisions of the privacy and protection laws. As between the parties, the end-user retains all right, title and interest in and to customer data. Rencore acquires no rights in customer data, other than the rights the end-user grants to use for the applicable online service as described in Section 11.3. This does not apply to software or services Rencore licenses to the end user, or to information that is submitted as feedback or smart errors, as defined in Section 10.3 and Section 10.4.

**11.3 Services by Affiliates.** Your access to and use of any affiliate online services (Cleverbridge "ecommerce provider") is governed by the terms, conditions, disclaimers, and notices found on such site.

**11.4** EXCEPT AS EXPRESSLY AGREED BY RENCORE OR ITS AFFILIATES, YOUR USE OF RENCORE ONLINE SERVICES IS AT YOUR OWN RISK UNDER THE WARRANTY AND LIABILITY LIMITATIONS OF SECTIONS 23 AND SECTION 24.

## **12. NON-DISCLOSURE/CONFIDENTIALITY**

The customer shall not disclose to any person or entity any information about the software or other Rencore confidential information that is furnished to or otherwise becomes known to the customer, except that the customer may disclose such information on a need-to-know basis to its employees who are obligated to maintain the confidentiality of such information. The customer's obligation to maintain the confidentiality of such information shall not apply to information that (a) was known to



the customer before receiving such information, (b) is in the public domain, (c) is received by the customer from a third party who was legally entitled to make an unrestricted disclosure.

### **13. HEADINGS**

The section headings herein are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this agreement.

### **14. PUBLICITY NOTICE**

Rencore may identify customers in product promotional material or on its website. The customer may request that Rencore ceases identifying an end user at any time by submitting an email to sales@rencore.com. Requests can take up to 30 days to process.

### **15. LICENSE CERTIFICATIONS AND AUDITS**

**15.1 Audit Requests.** Upon Rencore's written request, the customer will provide Rencore with a signed certification certifying that all products are being used pursuant to the terms of this agreement, including any access and user limitations. With prior reasonable notice of at least 10 days, Rencore (or its authorized agent) may audit the use of the products by the customer, its authorized users and agents; provided such audit is during regular business hours.

**15.2 Reasonable Assistance.** The end-user will provide reasonable assistance and access to information in the course of any audit.

**15.3 Audit Costs.** The end-user is responsible for such audit costs only in the event that the audit reveals that the end-user's use of the products is not in accordance with any term of this agreement. In the event that any certification or audit reveals that the end-user has exceeded its permitted number of authorized users or devices, Rencore may invoice the end-user for any past or ongoing excessive use and the end-user will pay the invoice in accordance with Section 9 (Payments and Fees). This remedy is without prejudice to any other remedies available to Rencore at law or equity or under this agreement.

**15.4 Embedded Software Audit Reporting.** The end-user understands that Rencore may report audit results to any applicable embedded software licensor, or may assign the right to audit the end-user to an embedded software licensor. When the audit is assigned, then notwithstanding anything else in this agreement to the contrary, Rencore and its third party auditors will not be responsible for the end-user's costs incurred in cooperating with the audit.

### **16. CUSTOMER ACKNOWLEDGEMENTS**

**16.1 No Obligation to provide Support.** Rencore shall not be obligated to provide any technical support for software, or to provide major upgrades that have been released, unless the customer is current in payment of fees for software assurance. This excludes minor updates that are required for the basic stability of the software that Rencore may provide at its sole discretion.

**16.2 Changes to Products and Services.** We may modify, or change, or release a new version of our online services and/or software and related documents from time to time. In some cases, additional fees may apply for additional services and products offered. After an update, we may discontinue or disable access to all or some of the features, and/or may modify the functionality of features. Rencore, at its sole discretion, reserves the right to discontinue a product, and to add or remove features at any



time, without prior notice. This excludes changes that are required for the basic functionality of the software.

**16.3 Delivery.** Delivery of all software is through ESD (as defined in Section 4.7). The customer acknowledges that, at the time of ordering, both a billing and a delivery contact must be input to create the Customer Portal account. This account is created upon ordering either through the website or directly through Rencore. Upon settlement of payment or purchase, login credentials and a password are sent to the customer's email to retrieve the software download and license keys.

**16.4 Authorization to Store Customer Data.** The customer hereby acknowledges and agrees that certain information (including, without limitation, your name, username, email address and contact information, which may be deemed "personal information" for the purposes of various state, federal or other privacy laws) may be collected, transmitted, stored, and used by Rencore and its online services, and affiliates. You hereby expressly authorize and consent to the collection, transmission, storage, and use of such information by Rencore, its online services, and affiliates.

**16.4.1** THE CUSTOMER ACKNOWLEDGES AND AGREES THAT SUCH DATA WILL NOT BE SHARED WITH ANY THIRD PARTIES, EXCEPT: (A) IN THE EVENT OF A SALE OF ALL OR SUBSTANTIALLY ALL OF RENCORE'S ASSETS RELATING TO THE SOFTWARE TO ANOTHER PARTY, (B) IN ORDER TO COMPLY WITH LAW, OR LAW ENFORCEMENT AGENCIES, OR (C) TO PROTECT RENCORE'S RIGHTS UNDER THIS AGREEMENT.

## 17. BREACH

In the event that the customer materially breaches any provision of this agreement, this agreement shall be deemed to automatically terminate, with or without notice from Rencore. The failure of Rencore to insist upon strict adherence to provisions of this license agreement shall in no way constitute a waiver of the relevant provisions or any subsequent breach. Following termination of this license agreement, the customer shall, upon Rencore's written notice (as described in Section 18 (Notices)), promptly discontinue its use of the software.

## 18. NOTICES

**18.1 Form of Notice.** All notices, requests, claims, demands and other communications between the parties shall be in writing.

**18.2 Method of Notice.** Notices permitted or required to be given hereunder shall be deemed sufficient if given by (a) registered or certified mail, postage prepaid, return receipt requested, (b) private courier service, or (c) facsimile addressed to the respective addresses of the parties as first above written or at such other addresses as the respective parties may designate by like notice from time to time.

**18.3 Receipt of Notice.** All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the 5th day following mailing, whichever occurs first.

## 19. TERMINATION

**19.1** This agreement will continue so long as you have a license to the software or an ongoing subscription, unless earlier terminated. Rencore may suspend or terminate this agreement and the end-user's account, with respect to one or more of the products, if the end-user fails to comply with the terms and conditions of this agreement, including any failure to pay fees when due. Rencore may terminate any free account or evaluation usage at any time at its sole discretion.



**19.2** The end-user may terminate this agreement at any time with notice to Rencore.

**19.3** Immediately upon termination of any license or subscription right granted under this agreement, the end-user's license to software will cease, and the end-user must at its own cost: (a) cease using (and require all authorized users, and anyone else to cease using) all the terminated products; (b) remove all copies of the software from its computer systems and any uncontrolled systems; and (c) return to Rencore all software or provide Rencore with written certification that it has destroyed all copies of the software and other Rencore confidential information in its possession, custody or control. Upon termination of this agreement for whatever reason, the end-user will not be entitled to credits or refunds for any unused portion of this agreement, including but not limited to unused software assurance and support.

**19.4 Survival of Termination.** All payment and other obligations accrued as of the date of any expiration or termination of this agreement, and Sections 5.1 (USER OBLIGATIONS), 5.2 (NO ASSIGNMENT), 5.7 (EXPORT CONTROL) 5.14 (INDEMNIFICATION), SECTION 6 (SPECIAL TERMS FOR CONSULTANTS), 9 (PAYMENT AND FEES), 10 (INTELLECTUAL PROPERTY), 12 (CONFIDENTIALITY), 14 (PUBLICITY RIGHTS), 15 (LICENSE CERTIFICATIONS AND AUDITS), 19 (TERMINATION), 20 (INFRINGEMENT INDEMNIFICATION), 21 (GOVERNMENT ENDUSERS), 22 (GENERAL), 23 (WARRANTIES), 24 (LIMITATION OF LIABILITY), AND 26 (GOVERNING LAW AND JURISDICTION) WILL SURVIVE THE TERMINATION OF THIS AGREEMENT, HOWSOEVER CAUSED, BUT THIS WILL NOT IMPLY OR CREATE ANY CONTINUED RIGHT TO USE THE SOFTWARE AFTER TERMINATION OF THIS AGREEMENT.

## **20. INFRINGEMENT INDEMNIFICATION**

**20.1** Rencore shall indemnify and hold the customer harmless from liability to unaffiliated third parties resulting from a final judgment of infringement of the software by any United States copyright or misappropriation of any trade secret, provided that Rencore is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement of any such claim or proceeding. Rencore will not be responsible for any settlement it does not approve in writing.

**20.2** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, RENCORE'S REPRESENTATIONS, WARRANTIES, INDEMNIFICATION AND DEFENSE OBLIGATIONS SHALL NOT APPLY TO: (I) THE EXTENT THAT THE SOFTWARE HAS BEEN MODIFIED BY PARTIES OTHER THAN RENCORE; (II) PREVIOUS RELEASES OF THE SOFTWARE WHERE THE CUSTOMER IS NOT SUBSCRIBING TO SOFTWARE ASSURANCE, WHERE UPDATES OR NEWER RELEASE WOULD NOT HAVE GIVEN RISE TO THE INFRINGEMENT CLAIM; (III) CLAIMS CAUSED BY THE CUSTOMER'S NEGLIGENCE, ABUSE, MISUSE OR MISAPPLICATION OF THE SOFTWARE OR ANY PORTION THEREOF; (IV) COMBINATIONS OF THE SOFTWARE OR ANY PORTION THEREOF WITH OTHER PRODUCTS, PROCESSES OR MATERIALS NOT PROVIDED BY RENCORE, WHERE THE ALLEGED INFRINGEMENT ARISES OUT OF OR RELATES TO SUCH COMBINATION; OR (V) WHERE THE CUSTOMER OR ANY OF ITS CUSTOMERS OR AGENTS CONTINUES ALLEGEDLY INFRINGING ACTIVITY AFTER BEING NOTIFIED THEREOF AND AFTER BEING PROVIDED WITH MODIFICATIONS THAT WOULD HAVE AVOIDED THE ALLEGED INFRINGEMENT.

**20.3** THE ENDUSER AGREES TO INDEMNIFY AND HOLD RENCORE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, DAMAGES, LIABILITIES AND LEGAL FEES THAT RENCORE MAY SUFFER OR INCUR AS A RESULT OF ANY DISPUTE THAT MAY ARISE, IN ANY WAY WHATSOEVER, IN CONNECTION WITH ANY BREACH OF SECTION 20.2 AND SECTION 5.13.



## **21. NOTICE TO GOVERNMENT USERS - RESTRICTED RIGHTS NOTICE**

**21.1 NOTICE:** Any software provided to the United States of America, including its agencies or instrumentalities (collectively, the "U.S. government") is subject to RESTRICTED RIGHTS. If this software or related documentation is delivered to the U.S. government or if anyone is licensing it on behalf of the U.S. government, the following notice is applicable:

**21.2 U.S. GOVERNMENT ENDUSERS:** The products are commercial computer software. If the user or licensee of the products is an agency, department, or other entity of the United States government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The products were developed fully at private expense, and the manufacturer is Rencore GmbH, Bayerstrasse 71-73, 80335 Munich, Germany Europe. All other use is prohibited.

## **22. GENERAL PROVISIONS**

**22.1 CONTRACT AMENDMENTS.** THIS AGREEMENT MAY ONLY BE MODIFIED IN WRITING, SIGNED BY AN AUTHORIZED OFFICER OF RENCORE

**22.2 GOVERNING LANGUAGE.** THE ENGLISH VERSION OF THIS AGREEMENT WILL BE THE VERSION USED WHEN INTERPRETING OR CONSTRUING THIS AGREEMENT. THE ENGLISH LANGUAGE SHALL GOVERN ALL CORRESPONDENCE AND OTHER DOCUMENTS PERTAINING TO THE CONTRACT AND ALL SUCH DOCUMENTS THAT ARE EXCHANGED BY THE PARTIES SHALL BE WRITTEN IN THE SAME LANGUAGE.

**22.3 ENTIRE AGREEMENT.** THIS IS THE ENTIRE AGREEMENT BETWEEN RENCORE AND THE CUSTOMER RELATING TO THE SOFTWARE AND IT SUPERSEDES ANY PRIOR REPRESENTATIONS, DISCUSSIONS, UNDERTAKINGS, COMMUNICATIONS, OR ADVERTISING RELATING TO THE SOFTWARE.

**22.4 INDEPENDENT CONTRACTORS.** NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS CONSTITUTING EITHER PARTY AS A PARTNER OF THE OTHER OR TO CREATE ANY OTHER FORM OF LEGAL ASSOCIATION THAT WOULD GIVE ONE PARTY THE EXPRESS OR IMPLIED RIGHT, POWER OR AUTHORITY TO CREATE ANY DUTY OR OBLIGATION OF THE OTHER PARTY.

**22.5 ACCURACY AND COMPLETENESS.** THE SOFTWARE AND ACCESS TO ANY WEBSITES, RENCORE OR ONLINE SERVICES ARE PROVIDED AS IS AND WITH ALL FAULTS.

**22.6 PROJECTIONS.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 23, RENCORE DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE FUTURE REVENUE, PROFITABILITY OR SUCCESS OF THE SOFTWARE OR RELATED DOCUMENTS, OR ANY REPRESENTATION OR WARRANTY ARISING FROM STATUTE OR OTHERWISE IN LAW.

**22.7 MERCHANTABILITY.** OTHER THAN THOSE OFFERED AND STATUTORY WARRANTIES AND REMEDIES, RENCORE AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, OR OTHERWISE, AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO PERFORMANCE, SECURITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY, AND FITNESS FOR ANY



PARTICULAR PURPOSE. OTHER THAN SUCH OFFERED AND STATUTORY WARRANTIES AND REMEDIES, IN SECTION 23.

**22.8 NO OTHER WARRANTY/REPRESENTATION.** THE LIMITED WARRANTY IN SECTION 23 AND ANY STATUTORY WARRANTY AND REMEDY THAT CANNOT BE EXCLUDED OR LIMITED UNDER LAW ARE THE ONLY WARRANTIES AND EXCLUSIVE REMEDIES APPLICABLE TO THE SOFTWARE.

**22.9 DISCLAIMER.** THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE CUSTOMER'S JURISDICTION. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME JURISDICTIONS. THE CUSTOMER MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. RENCORE DOES NOT SEEK TO LIMIT ITS WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW. SEE SECTION 26 FOR JURISDICTION-SPECIFIC STATEMENTS.

**22.10 SEVERABILITY.** IN THE EVENT THAT ANY PROVISION OF THIS LICENSE AGREEMENT IS HELD INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN VALID AND ENFORCEABLE ACCORDING TO ITS TERMS. THE PROVISIONS OF SECTIONS 5.1 (USER OBLIGATIONS), 5.2 (NO ASSIGNMENT), 5.5 (EXPORT CONTROL), 5.13 (INDEMNIFICATION), 6 (SPECIAL TERMS FOR CONSULTANTS), 9 (PAYMENT AND FEES), 10 (INTELLECTUAL PROPERTY), 12 (CONFIDENTIALITY), 14 (PUBLICITY RIGHTS), 15 (LICENSE CERTIFICATIONS AND AUDITS), 19 (TERMINATION), 20 (INFRINGEMENT INDEMNIFICATION), 21 (GOVERNMENT ENDUSERS), 22 (GENERAL), 23 (WARRANTIES), 24 (LIMITATION OF LIABILITY), AND 26 (GOVERNING LAW AND JURISDICTION)

## **23. LIMITED WARRANTY REMEDY**

**23.1** THE ENTIRE LIABILITY OF RENCORE AND ITS AFFILIATES RELATED TO SUCH WARRANTY CLAIM AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER ANY WARRANTY WILL BE LIMITED TO EITHER, AT RENCORE'S OPTION, SUPPORT OF THE SOFTWARE BASED ON THE WARRANTY CLAIM, UPGRADE OF THE SOFTWARE, OR, IF SUPPORT OR UPGRADE IS NOT PRACTICABLE AT RENCORE'S DETERMINATION, REFUND OF THE LICENSE FEE THE CUSTOMER PAID FOR THE SOFTWARE (IF ANY).

**23.2** THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES CUSTOMER-SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY VARY FROM JURISDICTION TO JURISDICTION. RENCORE DOES NOT SEEK TO LIMIT THE CUSTOMER'S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW. PLEASE SEE SECTION 26 FOR JURISDICTION-SPECIFIC PROVISIONS.

## **24. LIMITATION OF LIABILITY**

**24.1** EXCEPT FOR THE EXCLUSIVE REMEDY OFFERED BY RENCORE ABOVE AND ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER LAW, RENCORE, ITS AFFILIATES, SUPPLIERS, AND CERTIFICATE AUTHORITIES WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS, OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF AN RENCORE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. IN ANY EVENT, RENCORE'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, SUPPLIERS, AND CERTIFICATE AUTHORITIES UNDER OR IN CONNECTION WITH THIS AGREEMENT, WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT



OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT.

**24.2** THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME JURISDICTIONS. YOU MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. RENCORE DOES NOT SEEK TO LIMIT YOUR WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW. SEE SECTION 26 FOR JURISDICTION-SPECIFIC STATEMENTS.

## **25. OTHER DISCLAIMERS**

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR THE ENDUSER'S BREACH OF ANY LICENSE OR USE RESTRICTIONS RELATING TO THE PRODUCTS, IN NO EVENT SHALL EITHER PARTY (OR THEIR RESPECTIVE THIRD PARTY SUPPLIERS/LICENSORS) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE) WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. THE ENDUSER SPECIFICALLY UNDERSTANDS AND AGREES THAT RENCORE (ON BEHALF OF ITSELF AND ITS THIRD PARTY SUPPLIERS/LICENSORS) DISCLAIMS ALL WARRANTIES AND LIABILITY WITH RESPECT TO LOSS, LOSS OF USE OR CORRUPTION OF ANY ENDUSER DATA (OR OTHER DATA THE ENDUSER MAY PROVIDE) AND THE COSTS OF PROCUREMENT OF ANY SUBSTITUTE GOODS.

## **26. GOVERNING LAW AND JURISDICTION**

**26.1** RENCORE IS A GOVERNMENT OF GERMANY ENTITY, AND THIS AGREEMENT IS GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE GOVERNMENT OF GERMANY, IN THE CITY OF MUNICH, GERMANY, EXCLUDING ITS CHOICE OF LAW PRINCIPLES. YOU AGREE THAT ALL CLAIMS YOU MAY HAVE AGAINST RENCORE ARISING FROM OR RELATING TO ITS PRODUCTS OR SERVICES, OR THE BREACH THEREOF, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, SHALL LIKEWISE BE GOVERNED BY THE LAWS OF THE GOVERNMENT OF THE GERMANY, EXCLUDING ITS CHOICE-OF-LAW PRINCIPLES. YOU HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF COURTS IN MUNICH, GERMANY. USE OF ANY PRODUCTS OR SERVICES IS UNAUTHORIZED IN ANY JURISDICTION THAT DOES NOT GIVE EFFECT TO ALL PROVISIONS OF THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THIS PARAGRAPH.

## **27. EXCLUSION OF THE UNITED NATIONS CONVENTION (CISG) AND UCITA**

THE TERMS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE SALE OF GOODS DO NOT APPLY TO THIS AGREEMENT. THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) SHALL NOT APPLY TO THIS AGREEMENT REGARDLESS OF WHEN OR WHERE ADOPTED.





# Technical Support and Software Assurance Agreement

Rencore's software assurance is an option available to all customers at the time that your license is purchased. Below are the terms and conditions of the software assurance agreement, applicable to customers who have paid for this service.

## **1. SOFTWARE ASSURANCE FEES**

For additional fees, as noted on our website, Rencore offers "software assurance" to end-users. Software assurance includes (1) any generally released updates, patches, and bug fixes for the software, (2) major version upgrades, (3) web-based support, email, phone support, and (4) remote desktop support.

## **2. RENEWAL NOTICES**

Rencore sends out renewal notices to the registered email on file according to the following schedule: (a) 30 days prior to the expiration, (b) on the day of expiration, and (c) final notice occurs 30 days after expiration has occurred.

## **3. FAILURE TO RENEW**

While customers are not required to purchase software assurance, it is highly recommended. End-users without software assurance are not entitled to free major upgrades and will be required to pay additional license fees for major version upgrades. If you choose to purchase software assurance at a future date, software assurance is payable retroactively to the date of the original license, or the date on which it lapsed.

## **4. SOFTWARE UPDATES AND UPGRADES**

Rencore shall provide minor updates (commercially available to all customers, regardless of enrolment in the software assurance program) applicable to the software for which the customer is currently licensed, or major upgrades if the customer is eligible to receive them. The customer must be current in payment and have active software assurance in order to receive major upgrades. These updates are communicated on our product websites, through email campaigns (if you are subscribed). The download links are always maintained on our website.

## **5. SOFTWARE ASSURANCE FOR SUBSCRIPTION USERS**

Subscriptions are inclusive of software assurance - therefore no additional purchase is necessary. At the end of the term or upon cancellation of the subscription, the software assurance terminates, as does the subscription, unless the consultant(s) elects to renew their subscription.

## **6. DEFINITIONS**

While Rencore's support team works diligently to resolve all issues expediently, there are times when triage is necessary. The support team will use all reasonable efforts in the diagnosis and resolution of errors, in accordance with the specifications set forth in this agreement. "Error" means the failure of the software to conform to the technical specifications as defined in the technical documentation applicable to the software, as delivered by Rencore, to the customer.



Urgent	An error that renders the software inoperable, critically affecting the customer's business operations, data integrity and/or users, and for which the customer has not been able to establish a workaround. Urgent level support is reserved for technical difficulties involving software that is already installed and operating in production environments.
High	An error that causes the software to be severely limited or degraded, significantly affecting the customer's business operations and user productivity, and for which the customer has not been able to establish a workaround.
Normal	An error that causes the software to be limited or degraded, but where a customer's business operations and user productivity can substantially continue, or for which the customer has a workaround or alternative configuration.
Low	An error that has no significant adverse effect on use of the software.

## 7. ERROR RESOLUTION/ESCALATION SUPPORT STAGES

Level 1 Support	All errors start at this stage. To determine the root cause of the issue, our support team will need specific error messages, event logs and screenshots, and the software version you are using. The goal of Level 1 Support is to get a complete description of the symptoms, configuration information, revision level information, and detail on reproducibility of the error.
Level 2 Support	This involves resolving the error by correlating the error with other known software issues, reproducing the error, and localizing software defects, as applicable. The goal of Level 2 Support is to provide the support contact with a fix or workaround for the error.
Level 3 Support	Level 3 Support is specifically for issues that require a patch, bug fix or update, and require longer resolution times.

## 8. TECHNICAL SUPPORT

Support Hours	Support is provided Monday–Friday between the hours of 9 AM– 5PM CET. Outside these support hours, only limited support is available and might delay a resolution until the next business day.
---------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



Email Support	Customers can submit support requests directly via email to <a href="mailto:support@rencore.com">support@rencore.com</a>
Online Support	Customers can submit online web-based support requests 24/7 at <a href="https://rencore.com/contact/">https://rencore.com/contact/</a>  *We strongly encourage existing and potential customers to use the online support service to submit technical requests, as this assigns ticket numbers, and provides a means for tracking your ticket and the responses.
Knowledge Base	Our Knowledge Base is also a great place to start to troubleshoot commonly known issues. You can find it at: <a href="https://support.rencore.com">https://support.rencore.com</a>

## 9. RESELLER SUPPORT CONTACTS

Customers who purchased software through an authorized reseller are able to contact their reseller directly when a technical issue arises. Those designated contacts are expected to relay the technical support-related issues and communications immediately to Rencore. However, we invite all customers to contact Rencore directly, as this might be faster.

## 10. SUPPORT REQUEST ACKNOWLEDGMENT

After submitting a web-based support request, the requester will receive an initial acknowledgment that will include confirmation of receipt of the support request by Rencore and assignment of a tracking number for that support request.

## 11. RESPONSE, RESOLUTION, AND ESCALATION

**11.1** Rencore shall use commercially reasonable efforts to respond to support requests. Normal response times vary from 10 minutes to 24 hours during support hours, depending upon the time received. The "response time" is the maximum time elapsed between receipt of the support request by Rencore's technical support team and when Rencore expects to provide an initial response to your support request.

## 12. CUSTOMER COOPERATION AND OBLIGATIONS

**12.1** Each customer shall assist Rencore and/or its agents in resolving any error, including replicating the error and retrieving applicable workstation, server, and log file data relating to the error, as required. Additional technical information may be required from the customer to resolve an error and any delays in providing that technical information may impact the resolution time.

**12.2** To receive the most effective support, the customer agrees to promptly install applicable software updates provided by Rencore. Failure to implement such updates may render the software unusable or non-conforming to the applicable documentation. Rencore's ability to provide technical support and



maintenance services to the customer may be limited if the customer has not properly implemented all updates provided.

**12.3** The customer agrees to give Rencore access to the installed software as necessary for Rencore to determine the cause of the problem and find a resolution. The customer is solely responsible for the customer's data, information, and software, including making back-up copies, and maintaining security.

**12.4** If the customer requests Rencore to provide technical support and maintenance services for (i) problems caused by the customer's use of the software outside the scope of the software license or documentation, or by any changes or modifications to the software not authorized by Rencore, (ii) problems caused by any changes to the customer's system environment, or (iii) any problem for which Rencore is not obligated to provide technical support and maintenance services, those technical support and maintenance services are subject to the availability of Rencore personnel and will be billed to the customer at Rencore's standard time and materials consulting rates at the time of such service.

### **13. LIMITATIONS**

**13.1** Rencore shall have no obligation to correct errors or respond to support queries arising from a customer's negligence, misuse or impermissible alteration of the software or the combination or merging of the software with any hardware or software not identified as compatible in the applicable product documentation.

**13.2** Rencore shall have no obligation to correct errors except with respect to (i) the then-current version of the software, and (ii) the immediately preceding version of such software. As used herein, a "version" is any version of the software designated, at the sole discretion of Rencore, by a change in the version number to the left of the first decimal point.

**13.3** Rencore reserves the right to modify the terms and conditions applicable to the software assurance at any time with 30 days' prior notice; provided, however, that any such modification may not materially increase a customer's obligations nor reduce Rencore's obligations with respect to the software assurance for the duration of such customer's then-current software assurance subscription term.

### **14. USE GRANT FOR REMOTE ASSISTANCE**

**14.1** Remote assistance enables Rencore Support to remotely and actively assist someone with a computer problem. Our Support will then be able to view the screen of the user requesting assistance and offer advice. With the permission of the customer, Rencore Support can take control of the customer's computer and perform tasks remotely.

**14.2** You agree that Rencore and its affiliates may collect and use technical information gathered as part of the technical support services provided to you, if any, related to the product. The company may use this information to ensure proper authorization of all copies of the software as well as to improve Rencore's products or provide customized services or technologies to you.