

O3Spaces Workplace EULA

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END-USER LICENSE AGREEMENT (EULA) FOR O3SPACES WORKPLACE SOFTWARE

THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND/OR YOUR ORGANIZATION ("YOU" OR "COMPANY"), AND O3Spaces B.V. ("O3Spaces").

1. Definitions.

As used in this Agreement:

- "Software" means the O3Spaces Workplace software, as made available by O3Spaces and as updated or upgraded from time-to-time and including any third party software made available in conjunction with this software.
- "Services" means Internet and/or web-based services hosted by, linked to, or otherwise accessed by the Software provided by O3Spaces.
- "Documentation" means the documentation, in either electronic or printed format, provided with the Software.
- "Use" or "Using" means storing, loading, installing, executing, the Software and connecting to Services, or displaying; or making copies incident to the foregoing actions.

2. Rights and Restrictions.

By accepting this Agreement, you may install the Software in object code form along with the accompanying Documentation. By Using the Software and Services you accept, agree to, and are bound by, this Agreement.

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You may not use the Software outside the scope of the conditions in this Agreement, nor for any purpose not intended thereby, nor in a manner which might result in their breach or might adversely affect the Software or the good name and reputation or the business of O3Spaces.

THIS AGREEMENT DOES NOT ENTITLE YOU TO, OR OBLIGATE O3SPACES IN ANY WAY TO PROVIDE YOU, ANY MAINTENANCE OR SUPPORT FOR THE SOFTWARE.

Any courtesy support or maintenance O3Spaces offers you concerning your Use of the Software under the terms of this Agreement may be terminated at any time and at O3Spaces' sole discretion.

You shall assume all responsibility for electronic delivery, installation, and operation of the Software and Documentation and access to and Use of the Service, including without limitation, necessary hardware and software, transaction costs, installation charges, risk of loss, use charges, taxes, transfer charges, like costs and associated taxes. You agree to bear the risk of liability or damage associated with electronic delivery, including without limitation the risk of viruses, errors, or data loss.

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- **3.3 Compliance to applicable law.** Some jurisdictions do not allow certain limitations or exclusions of warranties or liabilities, some or all of the limitations and exclusions set forth above may be held unenforceable as to you. In such cases, the warranty or liability limitations set forth above shall apply to the greatest extent permitted under applicable law.

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This Agreement conveys no ownership rights, or license to you except as expressly provided herein, whether by implication, estoppel, or otherwise. Ownership of all right, title, and interest in or to (i) the Software, any component or bundled library or package and any copies thereof; (ii) the Documentation and any copies thereof; (iii) any technology, information code, ideas, suggestions, or feedback relating to the Software; and (iv) all intellectual property rights embodied within the foregoing (i)-(iii) are and shall remain the exclusive property of O3Spaces or shall be subject to the licensing terms as set forth by the respective licensors.

A list of bundled 3rd party software libraries and packages and their respective licenses is included with the installation resources of the Software. All title and intellectual property rights in and to the content which may be accessed through use of the Software are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants you no rights to use such content.

5. Confidentiality.

You and O3Spaces agree to maintain the confidentiality of any proprietary information received by the other party during, or prior to entering into, this Agreement that a party should know is confidential or proprietary based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information ("Confidential Information") for a period of two (2) years after the termination of this Agreement. The receiving party of any Confidential Information agrees not to use said Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The receiving party shall protect the secrecy of and avoid disclosure and unauthorized use of the disclosing party's Confidential Information to the same degree that it takes to protect its own Confidential Information and in no event less than reasonable care.

6. Term and Termination.

This Agreement will be effective upon installation, use, execution or otherwise accessing the Software and Services or any portion thereof. This Agreement is effective until terminated. This Agreement will terminate immediately without notice from O3Spaces if you fail to comply with any provision of this Agreement. Upon termination, you are not authorized anymore to use the Software in any way.

7. Applicable law and compliance.

This Agreement will be governed by and construed in accordance with the laws of the Netherlands but you must comply with all applicable laws regarding use of the Software.