

VisualCron End-User License Agreement

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THE FOLLOWING VISUALCRON END-USER LICENSE AGREEMENT IS A LEGALLY BINDING AGREEMENT BETWEEN UNISOFT INTERNATIONAL, INC. DBA SMA TECHNOLOGIES ("COMPANY") AND THE PERSON OR ENTITY ACCESSING OR USING THE SITE OR SOFTWARE AS DEFINED HEREIN.

Your access to the VisualCron websites (the "Site") and the VisualCron server, client application, web application, auxiliary applications, software, software components, and the documentation found on the website [here](#) (hereinafter referred to as the "VC Software Package") is conditioned on your acceptance of these Terms. BY CLICKING ON THE "I AGREE" OR SIMILAR BUTTON OR BY USING THE SITE IN ANY WAY, INCLUDING USING OR ACCESSING THE SITE AND/OR THE VC SOFTWARE PACKAGE, YOU ACCEPT AND AGREE TO BE BOUND BY AND TO COMPLY WITH, THIS LICENSE AGREEMENT WITHOUT QUALIFICATION.

You may not use the VC Software Package or accept this Agreement if (a) you are not of legal age to form a binding contract with Company; or (b) you are prohibited by law from receiving or using the VC Software Package. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case "you" or "your" shall refer to such entity. WE MAY AMEND THESE TERMS FROM TIME TO TIME IN ITS SOLE DISCRETION. SHOULD WE MATERIALLY MODIFY THESE TERMS, THE NEW TERMS WILL BE POSTED TO THE SITE, AS EVIDENCED BY A NEW VERSION DATE SHOWN ABOVE. WE MAY REQUIRE YOU TO PROVIDE CONSENT TO THE UPDATED TERMS BEFORE FURTHER USE OF THE SITE AND/OR SERVICES IS PERMITTED. BY USING THE SITE AFTER THE EFFECTIVE DATE OF THE MODIFIED TERMS AND/OR YOUR CONSENT (AS APPLICABLE), YOU EXPRESSLY CONSENT TO THE MODIFIED TERMS, WITHOUT QUALIFICATION.

This VisualCron End-User License Agreement (this "Agreement") is effective as of the date you are issued a "Key" which enables access to the VC Software Package (the "Effective Date") by and between You ("Licensee") and Unisoft International, Inc., dba SMA Technologies ("Licensor").

Scope of License

"We", "us" and "our" refers to Unisoft International, Inc., dba SMA Technologies company (with its initial development team and web site, <http://www.visualcron.com>). We reserve all rights in and to the VC Software Package not expressly granted to you under this Agreement.

We hereby grant you a nonexclusive license to use one (1) copy of the VC Software Package on any single computer, provided the software included in the VC Software Package is in use only on one (1) computer at any time. "Use" means to download, install, access, use, execute, or otherwise benefit from the VC Software Package.

This is a license to use, not a sales agreement. You are considered the end-user. "You" and "your" refer to any person or entity acquiring or using the VC Software Package or any other item from www.visualcron.com under the terms of this Agreement, including any Affiliate, where "Affiliate" means any corporation or other legal entity that controls, is controlled by or is under common control with you.

You may only copy the VC Software Package, or any part therein, for back-up, disaster recovery, testing, and archival purposes, provided that the original and each copy is kept in your possession and that your installation and use of the VC Software Package does not exceed what is allowed by this Section.

An activation code will be provided to you to access and use the VC Software Package. The activation code delivered to you is personal to you and cannot be disclosed to any other person other than as a transfer of all your rights as described herein. The use of your activation code by anyone other than you, or failure to adhere to any provision within this Section will be deemed a willful violation of this license and subject to the immediate suspension or termination of this Agreement.

Proprietary Rights

The VC Software Package is the intellectual property and all associated rights of the Licensor, which are protected by Swedish copyright and patent laws, international treaty provisions, and applicable laws of the country in which it is being used. You agree to protect all copyright and other ownership interests of Licensor for all items in the VC Software Package supplied under this Agreement. You agree that all copies of the items in the VC Software Package, reproduced for any reason by you, contain the same copyright notices, and other proprietary notices as appropriate, as appear on or in the original items delivered by Licensor or its predecessor, NetCart AB.

Licensor retains title and ownership of the items in the VC Software Package and all previous and subsequent copies, regardless of the form or media in or on which the original and other copies may exist. Except as stated otherwise herein, this Agreement does not grant you any rights or associated rights, to patents, pending patents, copyrights, trade secrets, trademarks, or any other rights with respect to the items in the VC Software Package.

Licensor guarantees it is the owner of the VC Software Package and has the legal right to sell it.

Distribution

This VC Software Package may be freely distributed by special agreements between Licensor and other parties. Links to the <http://www.visualcron.com> website may be used and are encouraged.

Things You May Not Do

1. Copy the VC Software Package, or any part therein, except to make archival, disaster recovery, testing, or backup copies, or as provided herein;
2. Modify or adapt the VC Software Package, or any part therein, or merge it into another program;
3. Reverse-engineer, disassemble, decompile, or make any attempt to discover the source code of the VC Software Package;
4. Sell, sublicense, rent, lease, or lend any portion of the VC Software Package, or any part therein, to any third party; or
5. Transfer the license to anyone.

Documentation

Documentation for the VC Software Package can be found [here](#) (hereinafter referred to as "Order Documents") and is provided online and by installation in PDF format. Use Adobe Acrobat Reader to open the document. The Order Documents included in this Section can be changed anytime, and therefore, we highly recommend using the online Order Documents.

Any updates or changes to the Order Documents found online (and linked above) are generally completed as part of new software releases, which can occur at any time and are announced to all licensed and registered users.

Trial period

The VC Software Package has a trial period of thirty (30) days. The trial period gives you a chance to fully test the software free of charge. After the trial period has ended, you will no longer be able to control or have access to features within the VC Software Package.

When the trial period ends, any future upgrades will not be made available unless or until a full license is ordered. See Upgrade/Updates below.

Support Limitations

A Maintenance License is a license that provides a perpetual key; this type of license does not provide upgrades, and only an annual payment of maintenance is required. The end-user must have an active

Maintenance License and /or have purchased the VC Software Package (collectively a “Subscription”) that is in good standing. An active Subscription is required on the Server in question that the support is related to. The support is limited to only employees of the end-user. Any third-party support or developers must have at least one (1) active Subscription.

Perpetual vs Subscription license

Licenses purchased before February 14, 2022, will remain Maintenance Licenses with the exception of the Support Limitations (as described above). With the VC Software Package, the renewal of a Subscription is mandatory for the functionality of features in the VC Software Package, including but not limited to actions to add tasks and trigger conditions or notifications (otherwise known as “Jobs”) to continue to be enabled.

Version - End-of-life support

Each version of the software in the VC Software Package is supported for one (1) year after the release date. After that, an upgrade is recommended to enable all the technical changes that occur throughout the year. Release dates can be found [here](#).

License Key

The license key will unlock the VC Software Package for use on the computer it is installed on. Once installed, the license key can only be utilized on that computer. Once the license key is used, the code can no longer be used and is considered inactive. As such, activation is one (1) time only. Under limited circumstances, upon Licensor’s discretion, the license key can be reactivated and used again. You may request to move a license to another server. These operations (reset/transfer/move) require a) that you have an active Maintenance License or Subscription in good standing; and b) that the operation is manually approved by Licensor.

Notwithstanding anything herein, we will use commercially reasonable efforts to ensure that we will not intentionally include any trojan horses, worms, or other codes designed to disable the VC Software Package once installed pursuant to this Agreement.

Activation and Deactivation of a License

The process of deactivating or moving a license requires that you have an active Subscription in good standing.

License Types and Limitations

- a. *Single server license* - can be installed in and moved but may not be used on more than one (1) server at the same time. This can include an installation purpose, test, development, or production machine. Single server licenses are categorized as Basic, Standard, and Pro. Details of what is included in each tier and pricing can be found [here](#).
- b. *Site license* - allows unlimited server installations within a single physical location (i.e. a data center). New site licenses were discontinued in July of 2024.
- c. *Country license* - allows unlimited server installations within a single country. New site licenses were discontinued in July of 2024.
- d. *World license* - allows unlimited server installations worldwide. New site licenses were discontinued in July of 2024.

For "unlimited" cloud installations, it is up to discussion depending on usage, expected quantity, and locations. The suggested solution may result in a specific agreement that results in two (2) or more Site licenses, a Country license, or a World license.

Upgrades/Updates

Updates with new functionality and fixes to technical issues may be released at any time. A Subscription in good standing is necessary to receive updates and upgrades to a newer version. A Subscription in good standing will also give you access to support.

Reporting of Technical Issues

While it is not our intent that you should find any technical issues, if you do find issues with the VC Software Package please report them to us on the [contact web page](#)^[OBJ].

Lifetime of VisualCron

Support

Support is limited to only support the VC Software Package functions for a Subscription in good standing. No products or commands, outside the VC Software Package download are supported. In addition, support is limited to the product life cycle as described in Upgrades/Updates for a Subscription in good standing.

Term and Termination

This License Agreement takes effect upon the downloading of or the acquisition of the VC Software Package and remains effective until the end of the Trial Period or until terminated by you or the Licensor, whichever is earlier. You may terminate this Agreement at any time by no longer using the VC Software Package and destroying all copies of the software in your possession. This License Agreement will terminate upon thirty (30) days' written notice if you fail to comply with any of its terms or conditions. At which time, you agree to destroy all copies of the VC Software Package in your possession.

Product Lifetime

The VC Software Package may cease to exist at any time without notice. All VC Software Package services, like support, upgrades, and unlocking, will then also cease to exist. Notwithstanding anything herein to the contrary, in the event the VC Software Package ceases to exist with respect to support or availability, you shall retain all rights to use the product pursuant to the license set forth herein, except for the right to receive support, upgrades, or updates.

Locations of Functions and Data Processing

The VC Software Package installations and functions are onsite at your location. You manage the application and where the data is stored otherwise known as "Service Locations". Any changes to the Service Locations are made at your discretion. In the event that, these terms are modified such that Licensor has the ability to change a Service Location, such change will be documented in writing, and Licensor will provide timely notification providing sufficient information to enable you to assess the risks and impact of the use of VC Software Package, any data processing if applicable and storage locations (including any impact on the agreed service levels and the availability, authenticity, integrity, and confidentiality of data processing) and/or to object thereto. Both parties shall ensure that the Service Locations are and will remain in the European Union, unless the parties have approved otherwise in writing.

Confidentiality

"Confidential Information" means all information and materials obtained by a party (the "Recipient") from the other party (the "Disclosing Party"), whether in tangible form, written or oral, that is identified as confidential or would reasonably be understood to be confidential given the nature of the information and circumstances of disclosure, including without limitation Customer Data, the VC Software Package, and the terms and pricing set out in the Order Documents. Confidential Information does not include information that (a) is already known to the Recipient prior to its disclosure by the Disclosing Party; (b) is or becomes generally known through no wrongful act of the Recipient; (c) is independently developed by the Recipient without use of or reference to the Disclosing Party's Confidential Information; or (d) is received from a third party without restriction and without a breach of an obligation of confidentiality. The Recipient shall not use or disclose any Confidential Information without the Disclosing Party's prior written

permission, except to its employees, contractors, directors, representatives, or consultants who have a need to know in connection with this Agreement or Recipient's business generally, or as otherwise allowed herein. The Recipient shall protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of a similar nature but using not less than a reasonable degree of care. The Recipient may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order, provided that the Recipient provides prior notice of such disclosure to the Disclosing Party unless such notice is prohibited by law, rule, regulation or court order. As long as the VC Software Package and/or any Order Documents are active under this Agreement and for two (2) years thereafter, the confidentiality provisions of this Section shall remain in effect.

No Warranty

THE VC SOFTWARE PACKAGE IS PROVIDED TO THE LICENSEE "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY 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 OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. FURTHERMORE, LICENSOR IS NOT RESPONSIBLE FOR ANY DAMAGES THAT MAY OCCUR THROUGH ANY USE OF THE VC SOFTWARE PACKAGE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. FAILURE TO USE THE VC SOFTWARE PACKAGE FOR ITS INTENDED PURPOSE AND IN ACCORDANCE WITH THIS AGREEMENT MAY RESULT IN A LOSS OF DATA.

Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER, CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Licensor's total liability to You for all damages exceed the total amount of fees paid or payable by you to us for the relevant VC Software Package within the preceding twelve (12) months.

General Provisions

This written Agreement is the exclusive Agreement between you and us concerning the VC Software Package and replaces and supersedes any prior communication, advertising, or representation concerning the VC Software Package as of the date of this posting.

This Agreement may be modified only in writing and signed by you and us.

In the event of litigation between you and us concerning the VC Software Package, the prevailing party in the litigation will be entitled to recover attorney fees and expenses from the other party.

Downloading and installing the VC Software Package indicates your acceptance of the foregoing Agreement. If you choose to decline the foregoing Agreement, do not download or install the software.

This Agreement is governed by the laws of the State of Texas, United States of America (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. The UN Convention on Contracts for the International Sale of Goods does not apply. Unless otherwise required by prevailing laws, any dispute relating to this Agreement will be settled exclusively by arbitration in Houston, Texas, in accordance with the rules of the American Arbitration Association then prevailing. In the event that any legal action, which by law cannot be compelled by arbitration - must be stayed. Furthermore, in any action at law or in equity to enforce or interpret the

provisions of this Agreement or otherwise arising out of this Agreement, the Order Documents, or any SOW, the prevailing party will be entitled to recover expenses, including reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.