

LICIEL Diagnostics TERMS & CONDITIONS

IMPORTANT – READ ATTENTIVELY

THE PRESENT SOFTWARE LICENSE APPLIES TO THE LICIEL DIAGNOSTICS SOFTWARE, AS WELL AS TO ITS RELATED SERVICES. YOU MUST ATTENTIVELY READ ALL APPLICABLE SOFTWARE LICENSE TERMS

1. DEFINITIONS. As used in the Agreement, these terms shall have the following definitions:

a. “Agreement” means collectively (i) these Terms and Conditions, and (ii) the LICIEL Diagnostics License Agreement.

b. “Effective Date” means the date indicated as the Effective Date in Paragraph 1 of the LICIEL Diagnostics License Agreement.

c. “Licensed Software” means LICIEL Diagnostics Software as identified as the Licensed Software in the Software License Agreement, including all Updates and Upgrades.

c. “Licensee” means the party identified as the Licensee in Paragraph 1 of the Software License Agreement. “Licensee Products” means those software products of Licensee, if any, that incorporate the Licensed Software. “Software License Agreement” means the LICIEL Diagnostics License Agreement to which these Terms and Conditions are incorporated into by reference.

2. DEMO TRIAL. The LICIEL Diagnostics Software is not free of charge. Based on the terms set out below, LICIEL Environment may grant Licensee permission to use a copy of this software with the sole purpose of evaluating its performance at one computer or workstation/terminal over a period of ten (10) days. In such case, the “demo” version of the LICIEL Diagnostics Software must not, by any means, be used for the sale of Licensee’s products/services. The “demo” version is intended for instructional use only.

Once this ten-day period has expired, Licensee must acquire a registered copy for one or multiple users. Please refer to LICIEL Environment’s website <http://www.liciel.us> for information regarding pricing, multi-user licensing, and license purchase options. All registered copies of LICIEL Diagnostics Software provide access to its software features, excluding access to the software’s source code. For a detailed description of the features of LICIEL Diagnostics Software, please also refer to LICIEL Environment’s website <http://www.liciel.us>.

Regardless of the method that Licensee has chosen to use to place Licensee’s order, the following license terms apply solely to the business relationship between LICIEL Environment and Licensee, the client. Kindly read the following terms attentively before doing any of the following: using, installing, copying, distributing, or broadcasting LICIEL Diagnostics Software, unless Licensee holds a different software license that was drafted by LICIEL Environment. The mere fact of using, installing, or copying LICIEL Diagnostics Software entails Licensee’s acceptance of this license and its terms and conditions. If Licensee accepts this license, Licensee must approve of all its provisions.

Terms & Conditions and Information Relative to LICIEL Diagnostic's License

ARTICLE 1 – CONDITIONS OF USE

This license's provisions lay out the authorized use, and the authorized users, of each copy of LICIEL Diagnostics Software that is granted under the license.

All use of the LICIEL Diagnostic Software is subject to the conditions of its applicable software license, which is included with the software (and which can be accessed at <http://www.liciel.us>), as well as to all licensing-related information that is provided in the LICIEL Diagnostics Software. Use of this service is limited to professional applications. All reproduction or representation, in whole or in part and in any format, without LICIEL Environment's previous authorization, is prohibited. Not abiding by this prohibition will incur the perpetrator in civil or criminal liability, along with forfeiture of a legitimately procured LICIEL Diagnostic Software license. The information contained herein is of a non-contractual nature and subject to change without previous notice.

Section. 1.1 – Single User Licenses. If Licensee has purchased a LICIEL Diagnostic Software license for one computer, then Licensee has the right to install and use a single copy of LICIEL Diagnostics Software from a single computer or workstation/terminal, and such license cannot hence be used simultaneously by any other person. A separate LICIEL Diagnostic Software license is required for each additional individual user.

Section. 1.2 – Web Services Subscription. Use of LICIEL Environment's Web Services (online reference articles, online training videos, online tools, support services, and software updates) requires Licensee's subscription to a software update and maintenance agreement, and the use of devices and applications that have been brought up to date (such as computer equipment, LICIEL Diagnostics Software, and all software that may be necessary for the good performance of LICIEL Diagnostics Software.)

ARTICLE 2 – LICIEL DIAGNOSTICS SOFTWARE'S MULTI-USER SOFTWARE LICENSE

A multi-user software license authorizes Licensee to distribute, within its company, the number of licensed copies of the LICIEL Diagnostics Software purchased for the exclusive use by Licensee's employees. The software may be used by Licensee's employees, wherever they may be based, with the exception of specific restrictions related to its export into France. Licensee is not authorized to give away, transfer, or sell multi-user licensed copies of the LICIEL Diagnostics Software to any clients or third parties, or to include such copies with any of the products or services that Licensee sells or provides.

The multi-user software license is granted computer by computer. Conditional to the number of licensed copies purchased by Licensee's company, users may access the software in any way, as for example: from local hard drives, or else via network servers. The license is not a concurrent-use license.

A LICIEL Diagnostics Software multi-user license authorizes Licensee’s company to copy the software as many times as needed to adequately distribute it to the accorded number of users from Licensee’s organization, as per the applicable license.

ARTICLE 3 – DOCUMENTATION LICENSE

LICIEL Environment hereby grants to Licensee a non-transferable, nonexclusive, world-wide license to use any materials and documentation that LICIEL Environment may provide with the LICIEL Diagnostics Software (the “Documentation”), if any, solely in connection with Licensee’s authorized use of the LICIEL Diagnostics Software.

ARTICLE 4 – LICIEL DIAGNOSTICS SOFTWARE DISTRIBUTION

The multi-user LICIEL Diagnostics software will be distributed via email to the name and e-mail address of the Final User, as indicated by Licensee in the Order Form, or via regular mail to the name and address of the Final User, as indicated by Licensee in the Order Form. At the time of sale, or as agreed upon by LICIEL Environment in the Order Form, the Final User will receive a confirmation message via email that will contain the necessary links and instructions for downloading the software and registering the LICIEL Diagnostics Software license.

ARTICLE 5 – LICIEL DIAGNOSTICS SOFTWARE’S LICENSE ADMINISTRATOR

The LICIEL Diagnostics Software multi-user licenses must be managed in a centralized way at the core of Licensee’s company. Hence, an employee at Licensee’s company must play the role of License Administrator, as well as be the LICIEL Environment contact person in Licensee’s organization. Licensee’s License Administrator is responsible for the copying and distribution of the LICIEL Diagnostics Software, as well as for updating the software on behalf of all the staff that is covered by the license. Likewise, he/she will be responsible for expanding the size of the license as needed, and for monitoring the amount of licensed copies that the company possesses.

ARTICLE 6 – WARRANTY, SOFTWARE MAINTENANCE, & TECH SUPPORT

Section 6.1 – Tech Support. Tech Support will be provided as long as Licensee purchases a Subscription Model, and Licensee fulfills all payment obligations under the Subscription Model. Otherwise, as a courtesy, tech support will only be provided for a period of thirty (30) calendar days, beginning on the date of purchase.

Licensee must provide LICIEL Environment the name and contact information of a single Tech Liaison and Database Administrator. All of LICIEL Environment’s tech support and maintenance services to Licensee will be provided through such Tech Liaison and Database Administrator.

Tech Liaison & Database Administrator’s Name:

Email: ; **Phone number:**

Tech services may be provided either by phone or via Internet using remote desktop access. Hence, Licensee must ensure that all of the elements that are needed for such support service to take place are installed and tested for functionality prior to the commencement of each tech support session. Software updates are completed via Internet, and therefore Licensee must have a powerful-enough connection to the Internet to ensure the completion of the software update. These services (Warranty, Software Maintenance and Tech Support) relate solely to any LICIEL Diagnostics Software errors or malfunctions that Licensee may have identified. Any additional/custom work made with or without IT services, and which may incur in programming charges, will be excluded. It should be noted, as well, that training is not part of software maintenance services. Otherwise, LICIEL Environment is dedicated to putting in place sufficient resources to correct any and all malfunctions within a reasonable period of time.

LICIEL Environment provides Technical Support services to address issues where Licensee's software product does not substantially conform to its documentation, where such software product is used in accordance with its documentation. Technical Support may be denied for reasons including, but not limited to, the following:

1. Use of the product in a manner other than as authorized in the applicable license agreement. Before submitting the technical support request, Licensee must have a valid product license and Licensee must be eligible for Technical Support services.
2. Any version of the product for which Technical Support Services may have been discontinued by LICIEL Environment. Problems must be demonstrable in the currently supported versions of the product and Licensee must have run the latest release version of the product available.
3. Product that is used on or in conjunction with hardware or software other than as specified in the corresponding documentation. Examples: unsupported tools, APIs, interfaces, unsupported web browsers, or versions of web browsers or data formats other than those supported as set forth in the product documentation.
4. Problems directly related to documents, files, stylesheets, schemas, etc., that Licensee has authored or created via Licensee's utilization of the product or related to any output generated by the product.
5. Support and/or troubleshooting assistance for any third-party add-ons, plug-ins, frameworks, or templates used within the products that were not purchased directly from LICIEL Environment. If Licensee discovers a bug, or an inconsistent behavior with our product and it is integrated with third-party add-ons or plug-ins, LICIEL Environment asks that Licensee start by disabling all other third-party additions and revert to the default configuration for Licensee's current version of the product.
6. Assistance with any custom features. If the desired feature is not currently available in the product, LICIEL Environment is happy to receive feedback and feature requests. However, LICIEL Environment will not be held to any deadline, and LICIEL

Environment will not be obligated to provide Licensee with support for any feature that is not already part of the purchased product.

7. Assistance with customization of the product will be limited to providing advice for specific problems, and workarounds for known limitations (where available).
8. Beta releases, or other products provided by LICIEL Environment at no charge.
9. Uncooperative, unprofessional, or abusive conduct by Licensee. LICIEL Environment may limit or terminate the Technical Support services being provided if Licensee uses the services in an abusive manner, as determined by LICIEL Environment in its reasonable discretion. Examples of such use include a high number of calls/contact that concern previously resolved issues or issues which LICIEL Environment provided corrections not implemented by Licensee, data requested from Licensee but not provided, repeated posing of questions to which the answer is readily found in the documentation, and discussion of issues that are not related to technical support.
10. Third-party software sub-components incorporated in the Software and covered by the terms of the third-party and open-source license agreements.
11. Generic consultation, assistance, or advice.
12. Training activities.

Section 6.2 – Software Maintenance. Software maintenance services may be acquired at the time of original purchase of a LICIEL Diagnostics Software license, and are renewable each year (as long as Licensee does not let it expire.) This maintenance service is included in the software rental/subscription arrangement. During the entirety of the duration of the validity of the software maintenance service for Licensee’s company, LICIEL Environment will systematically make available to the Software License Administrator at Licensee’s organization all the regular software updates, and all new versions of the software that are covered online and without any additional cost. Likewise, Licensee will benefit from priority tech support, via email or phone, in case of any malfunctions related to the software, with any and all training remaining the responsibility of Licensee. Software maintenance services will only be ensured for Licensees that complete all security-related software updates. **Software maintenance and tech support services do not encompass training, help with software installation or use, assistance with technical trades, field-usage, the provision of services that the software facilitates, or data recovery.**

ARTICLE 7 – ADDING LICENSED USERS

Throughout the validity period of maintenance service for Licensee’s company, Licensee may add additional-user licensed copies to Licensee’s multi-user LICIEL Diagnostics Software license. Such order must be placed by Licensee’s current LICIEL Diagnostics Software License Administrator, and must be delivered to his/her email address on file. Pricing for additional licensed copies is based on standard LICIEL Environment pricing valid at the time that the respective maintenance agreement for the LICIEL Diagnostics Software in question is purchased.

ARTICLE 8 – SOFTWARE LICENSE ACTIVATION & SOFTWARE UPDATES

Software updates and workstation/terminal activations are subject to verification of their legitimacy, as are all installed LICIEL Diagnostics Software programs. LICIEL Environment reserves the unilateral right to block software activations which it deems will be used fraudulently, as well as to convert the incriminated terminal's program into a "demo" version of such. To ensure the efficacy of LICIEL Environment's customer service, the software will automatically update Licensee's company's contact information in the LICIEL Environment client database at the time of software updates, as well as when software maintenance services are remotely contracted. LICIEL Environment reserves the right to share its client record with any companies to which it may subcontract its software maintenance services.

ARTICLE 9 – INTELLECTUAL PROPERTY RIGHTS

Section 9.1 – LICIEL Environment's Intellectual Property Rights. Licensee agrees that LICIEL Diagnostics Software programs and Documentation, including the structure, sequence and organization of the Licensed Software, are proprietary and confidential to LICIEL Environment, and Licensee will take all reasonable measures to protect the confidentiality of the LICIEL Diagnostics Software programs and Documentation unless, and to the extent, LICIEL Environment makes them available to the public without such restrictions. Licensee further agrees that all right, title, and interest in and to the LICIEL Diagnostics Software programs (and all intellectual property rights embodied therein), or any modification or improvement thereof made by LICIEL Environment, is proprietary to LICIEL Environment. All rights therein not expressly granted to Licensee under the Agreement are reserved by LICIEL Environment.

Section 9.2 – Licensee's Intellectual Property Rights. LICIEL Environment acknowledges that nothing herein shall grant LICIEL Environment any rights in Licensee's products or any intellectual property rights associated therewith.

Section 9.3 – Copyright, Trademarks, Licenses, and Submissions. The entire contents, graphics, site design, logos, icons, and images of the LICIEL Diagnostics Software program are protected by international copyright and trademark laws. The owner of the copyrights and trademarks are LICIEL Environment or its appropriate owners. Licensee may not modify, copy, reproduce, republish, upload, post, transmit, or distribute, in any manner, the material on the site, including text, graphics, code and/or software. Licensee may print and download portions of material from the different areas of the LICIEL Diagnostics Software program solely for Licensee's own non-commercial use provided that Licensee agrees not to change or delete any copyright or proprietary notices from the materials. Licensee agrees to grant to LICIEL Environment a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display, and publicly perform any materials and other information Licensee submits to any public areas of the LICIEL Diagnostics Software program.

ARTICLE 10 – LICENSEE’S OBLIGATIONS

Except as set forth in the Agreement otherwise, Licensee agrees: (a) not to remove from any copies of the Licensed LICIEL Diagnostics Software program or any product identification, copyright or other notices; and, (b) not to reproduce, modify, translate or create derivative works of all or any portion of LICIEL Diagnostics Software program except as expressly permitted by the Agreement. Licensee further agrees that it shall not make any use of the LICIEL Diagnostics Software programs and Documentation except as specifically permitted by the Agreement.

ARTICLE 11 – WARRANTY DISCLAIMER

THE LICENSED SOFTWARE AND DOCUMENTATION ARE PROVIDED “AS IS.” LICIEL ENVIRONMENT MAKES NO WARRANTIES OR REPRESENTATIONS RELATING TO THE LICIEL DIAGNOSTICS SOFTWARE PROGRAM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY EXCLUDES THE WARRANTY OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. LICIEL ENVIRONEMENT DOES NOT WARRANT THAT THE LICIEL DIAGNOSTICS SOFTWARE PROGRAM WILL SATISFY LICENSEE’S REQUIREMENTS, THAT THE LICIEL DIAGNOSTICS SOFTWARE PROGRAM IS WITHOUT DEFECT OR ERROR OR THAT OPERATION OF THE LICIEL DIAGNOSTICS SOFTWARE PROGRAM WILL BE UNINTERRUPTED.

ARTICLE 12 – INDEMNIFICATION

Licensee shall indemnify and hold harmless LICIEL Environment, and LICIEL Environment’s affiliates, subsidiaries, officers, agents and employees from and against any claims, demands, or causes of action whatsoever relating to the Agreement, including without limitation those arising on account of Licensee’s use of the LICIEL Diagnostics Software program otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee.

ARTICLE 13 – TERM AND TERMINATION

13.1 – Term. The term of the Agreement shall commence on the Effective Date and shall continue for the period indicated as the Term in Section 6.1 of the LICIEL Diagnostics License Agreement, unless terminated earlier as set forth below.

13.2 – Effect of Termination. At the termination or expiration of the Agreement, (a) Licensee must destroy all copies of the LICIEL Diagnostics Software (except those already incorporated into Licensee Products), provided, however, that Licensee may keep a reasonable number of copies of the LICIEL Diagnostics Software, solely to support customers that have previously purchased Licensee’s Products; (b) all fees due to LICIEL Environment shall immediately become due and payable by Licensee to LICIEL Environment; and, (c) provided that Licensee’s customers are in compliance with their end user license

agreements, all customers may continue to use the LICIEL Diagnostics Software as incorporated in the Licensee's Products. The following terms of the Agreement shall survive any expiration or termination: Sections 1 (Definitions), 9.1 (LICIEL Environment's Intellectual Property Rights), 10 (Licensee's Obligations), 9.2 (Licensee's Intellectual Property Rights), 11 (Warranty Disclaimer), 8 (Software License Activation and Software Updates), 12 (Indemnification), 13 (Term and Termination), 19 (General Provisions), 14 (Privacy Policy), 15 (User Account), 16 (No Employment), and 17 (User Conduct).

ARTICLE 14 – PRIVACY POLICY

LICIEL Environment's privacy policy practices are described in LICIEL Environment's data privacy addendum located at <https://www.liciel.us/terms-conditions.html> (the "Data Privacy Addendum"), which is hereby incorporated by reference. See also LICIEL Environment's privacy policy located at <https://www.liciel.us/terms-conditions.html> (the "Privacy Policy"), which is hereby incorporated by reference.

LICIEL Environment's Privacy Policy covers LICIEL Environment's treatment of personally identifiable information that LICIEL Environment collects when Licensee is on the LICIEL Diagnostics Software website, and when Licensee uses the LICIEL Diagnostics Software service. This Privacy Policy does not apply to the practices of companies that LICIEL Environment does not own or control, or to people that LICIEL Environment does not employ or manage. LICIEL Environment collects personally identifiable information when Licensee registers for a LICIEL Diagnostics Software account, when Licensee uses certain LICIEL Diagnostics Software products or services, and when Licensee visits LICIEL Diagnostics Software web pages. When Licensee registers with LICIEL Diagnostics Software, LICIEL Environment asks for Licensee's name, email address, mailing address, zip code, and occupation. LICIEL Diagnostics Software also automatically receives and records information on LICIEL Environment's server logs from Licensee's browser including Licensee's IP address, cookie information, and the page Licensee requested. LICIEL Environment uses information to customize the content Licensee sees and to fulfill Licensee's requests for services.

14.1 – Information Sharing and Disclosure. In addition to the information Licensee chooses to submit, LICIEL Environment gathers certain anonymous data to help LICIEL Environment better understand how LICIEL Environment's web sites are being used and to help LICIEL Environment detect possible improvements LICIEL Environment can make to LICIEL Environment's web sites. This automatically gathered data includes Licensee's computer address, statistics about how visitors navigate through LICIEL Environment's sites, and information provided through the use of cookies. LICIEL Environment will not sell or rent Licensee's personally identifiable information to any third party. LICIEL Environment will send personally identifiable information about Licensee to other companies or third parties

only when: 1) LICIEL Environment has Licensee's consent to share the information; 2) LICIEL Environment needs to share Licensee's information to provide the product or service Licensee has requested; and, 3) LICIEL Environment responds to subpoenas, court orders, or legal process.

14.2 – Security. Licensee's LICIEL Diagnostics Software account information is password-protected for Licensee's privacy and security. In certain areas, LICIEL Diagnostics Software uses industry-standard SSL-encryption to protect data transmissions.

ARTICLE 15 – USER ACCOUNT

Licensee will receive a password and account designation upon completing the LICIEL Diagnostics Software registration process. Licensee is responsible for maintaining the confidentiality of the password and account, and Licensee is fully responsible for all activities that occur under Licensee's password or account. Licensee agrees to immediately notify LICIEL Environment of any unauthorized use of Licensee's password or account or any other breach of security. Individuals or companies that are competitors of LICIEL Diagnostics Software or LICIEL Environment are forbidden and prohibited from completing the sign-up process, obtaining a user account directly or indirectly, and viewing password protected areas.

ARTICLE 16 – NO EMPLOYMENT

In no way is Licensee an employee or agent of LICIEL Environment. LICIEL Environment is in no way responsible for Licensee's actions or neglect. Licensee is not allowed to identify Licensee's company by the title LICIEL Diagnostics Software or LICIEL Environment, or any similar name that would confuse a third party or construe that Licensee is an employee, owner, or paid representative of LICIEL Environment. Licensee may by all means advertise proudly as a user of LICIEL Diagnostics Software and the LICIEL Diagnostics Software service. If Licensee advertises itself as a proud user of LICIEL Diagnostics Software, Licensee may only use LICIEL Environment's logos as they are, with the same color and tint. Licensee may not alter LICIEL Environment's logos in any way. If Licensee advertises using yellow page ads, the ads may only display LICIEL Environment's logos in black.

ARTICLE 17 – USER CONDUCT

Licensee understands that all information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. LICIEL Diagnostics Software does not control the Content posted and does not guarantee the accuracy, integrity, or quality of such Content. Under no circumstances will LICIEL Environment be liable in any way for any Content, including, but not limited to, for any

errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via Licensee's use of LICIEL Diagnostics Software. Licensee agrees not to use LICIEL Diagnostics Software to: 1) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; 2) impersonate any person or entity; or, 3) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law.

ARTICLE 18 – REFUND POLICY

Once a LICIEL Diagnostics Software license is activated by Licensee, LICIEL Environment is not able to refund Licensee's purchase as it is impossible to retrieve the software from Licensee's computer.

ARTICLE 19 – GENERAL PROVISIONS

19.1 – Notices. Any notice or reports required or permitted to be given under the Agreement shall be given in writing and shall be delivered in a manner that provides confirmation or acknowledgement of delivery.

19.2 – Severability. If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of the Agreement shall not be affected thereby.

19.3 – Headings. The paragraph headings and captions of the Agreement are included merely for convenience of reference and are not to be considered part of, or to be used in interpreting the Agreement and in no way limit or affect any of the contents of the Agreement or its provisions.

19.4 – Governing Law. The Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of Florida. The parties exclude in its entirety the application to the Agreement of the United Nations Convention on Contracts for the International Sale of Goods.

19.5 – Jurisdiction and Venue. The Florida State Courts of Miami-Dade County, Florida (or, if there is exclusive federal jurisdiction, the United States District Court for the Southern District of Florida) shall have exclusive jurisdiction and venue over any dispute arising out of the Agreement, and Licensee hereby consents to the jurisdiction of such courts.

19.6 – Assignment. Licensee shall not directly or indirectly sell, transfer, assign, convey, pledge, encumber or otherwise dispose of the Agreement without the prior written consent of LICIEL Environment, which consent will not be unreasonably withheld. In the event that LICIEL Environment consents to an assignment, there will be a license assignment fee imposed by LICIEL Environment in the amount set forth in

19.7 – Relationship of the Parties. Nothing contained in the Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. Neither party shall have authority to contract for or bind the other in any manner whatsoever. The Agreement confers no rights upon either party except those expressly granted herein.

19.8 – Entire Agreement.

The Agreement is the complete, entire, final and exclusive statement of the terms and conditions of the agreement between the parties. The Agreement may not be modified except in a writing executed by duly authorized representatives of the parties. The terms and conditions of the Agreement shall prevail notwithstanding any variance with the terms and conditions of any other instrument submitted by Licensee.