

Senteon - End User License Agreement (EULA)

This End User License Agreement governs the use of our application in a legally binding way. You must read this document carefully.

Our application is provided by:

Senteon, Inc. 107 Technology Parkway, Suite 790. Peachtree Corners, GA, 30092

TERMS OF USE

Unless stated otherwise, the terms in this section apply generally when using our application.

Specific or additional conditions may apply in certain situations and are noted in this document.

By using our application, you confirm the following:

- you are older than 18 years of age
- you are not in a country under a U.S. government embargo or designated as a "terrorist-supporting" country;
- you are not on any U.S. government list of prohibited or restricted parties.

Software license

Any intellectual or industrial property rights, as well as other exclusive rights on software or technical features related to our application, are owned by us and/or our licensors.

Provided you comply with these terms, we grant you a revocable, non-exclusive, non-sublicensable, and non-transferable license to use the software and other technical features on our application for its intended purposes.

This license does not give you any rights to access, use, or share the original source code. All techniques, algorithms, and procedures in the software and related documentation are the sole property of us or our licensors.

All rights and licenses granted to you will immediately end if the agreement is terminated or expires.

We reserve the right to release updates and improvements to our application and its related software. You may need to download and install these updates to keep using them.

Notwithstanding the foregoing, you undertake to immediately delete any copies of the software upon the expiry of the license.

The software licensed will be valid and functional pursuant to the terms of a valid SaaS Order Form and its corresponding agreement, and in any case for the entire duration of the subscription, subject to the conditions of the agreement including, without limitation, any required updates. It is understood that the possible occurrence of errors and occasional technical faults is inherent to the nature of software. To the extent required under applicable law and/or the agreement, we commit to resolving possible defects and/or faults impairing the software's functionality during the validity period, unless these result from any improper or irregular use of the software, including (without limitation) your failure to implement any required updates.

Conditions for account registration

Registration of accounts on our application is subject to the conditions outlined below. By registering, you agree to meet such conditions.

- It is not permitted to register accounts by bots or any other automated methods;
- You must register only one account, unless otherwise specified;
- Your account must not be shared with other persons unless otherwise specified.

Account suspension and deletion

We reserve the right to suspend or delete your account at any time and without notice if we find it inappropriate, offensive, or in violation of these terms.

Suspending or deleting accounts does not entitle you to claim for any compensation, damages, or reimbursement.

The suspension or deletion of accounts due to causes attributable to you does not exempt you from paying any applicable fees or prices.

Access to external resources

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third party web sites or services that You visit.

Acceptable use

Our application may only be used within the scope of what is provided for, under this document and applicable law.

You are solely responsible for ensuring your use of our application does not violate any laws, regulations, or third-party rights.

We reserve the right to protect our interests by denying you access to our application, terminating contracts, and reporting any misconduct to the appropriate authorities if you are involved in or suspected of the following:

- violating laws, regulations, or these terms;
- infringing on third-party rights;
- significantly impairing our legitimate interests;
- offending us or any third party.

LIABILITY AND INDEMNIFICATION

We limit our liability as much as legally allowed when executing agreements with you. This means our responsibility for damages is reduced to the maximum extent permitted by law unless explicitly stated otherwise or agreed upon with you.

Disclaimer of warranties

When you use our application, you are doing so at your own risk. We explicitly state that we are not making any promises or guarantees, whether they are express, implied, or even required by law. These include assurances about the quality of the service, its suitability for your specific needs, or whether it infringes on anyone else's rights. Please keep in mind that any advice or information you receive from us or through our service does not create any warranties beyond what we have explicitly stated here.

Additionally, we do not guarantee that the service will always meet your requirements or be available when you need it. There might be interruptions, or it might not function correctly due to factors beyond our control. If you choose to download any content from our service, you are assuming the risk, and we are not responsible for any damage it might cause to your devices or data.

Our service might not always be accessible or may not work correctly with your web browser, mobile device, or operating system. While we strive to provide a seamless experience, we cannot guarantee it in every situation. As such, we want to clarify that we cannot be held responsible for any perceived or actual damages that result from issues related to the content, operation, or use of our service.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall we, along with our subsidiaries, affiliates, officers, directors, agents, partners, suppliers, or employees, be liable for:

- any indirect, punitive, incidental, special, consequential, or exemplary damages arising from or related to your use of, or inability to use, the service. This includes damages for loss of profits, goodwill, use, data, or other intangible losses;
- any damage, loss, or injury resulting from hacking, tampering, or unauthorized access to your account or the information within it;
- errors, mistakes, or inaccuracies in the content provided;
- personal injury or property damage resulting from your use of the service;
- unauthorized access to our secure servers or personal information stored therein;
- interruption or cessation of transmission to or from the service;
- bugs, viruses, trojan horses, or similar harmful elements transmitted through the service;
- errors or omissions in any content posted, transmitted, or made available through the service;
- defamatory, offensive, or illegal conduct of any user or third party.

Our liability is limited to the amount you have paid us in the preceding 6 months, or the duration of your agreement with us, whichever is shorter.

This limitation of liability will apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if you have been advised of the possibility of such damage.

Indemnification

By using and accessing the service, you agree to defend, indemnify, and hold us, our subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers, and employees harmless from any claims, damages, losses, liabilities, costs, or expenses, including legal fees, arising from:

- your use of the service, including any data or content you transmit or receive;
- your violation of these terms, including any breach of representations and warranties;
- your violation of third-party rights, such as privacy or intellectual property rights;
- your violation of statutory laws, rules, or regulations;
- any content submitted from your account, including third-party access using username, password, or other security measures, including misleading, false, or inaccurate information;
- your intentional misconduct; or
- any statutory provision by you or your affiliates, officers, directors, agents, co-branders, partners, suppliers, and employees to the extent permitted by law.

Intellectual property rights

Without prejudice to any more specific provisions in these terms, all intellectual property rights associated with our application, including copyrights, trademark rights, patent rights, and design rights, are exclusively owned by us or our licensors. These rights are protected by applicable laws and international treaties concerning intellectual property.

All trademarks, whether nominal or figurative, and any other marks, trade names, service marks, word marks, illustrations, images, or logos associated with our application, are and remain the exclusive property of us or our licensors. These are also protected by applicable laws and international treaties related to intellectual property.

Termination

This Agreement shall remain in effect until terminated by you or the Vendor.

The Vendor may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Vendor, in the event that you fail to comply with any provision of this Agreement.

Upon termination of this Agreement, you shall cease all use of the Application.

Governing Law / Jurisdiction / Venue

The laws of the State of Delaware shall govern the interpretation, enforcement, and validity of this Agreement. Any action or proceeding involving this Agreement shall be commenced and maintained only in the courts of the State of Delaware. Each party agrees to be subject to the personal jurisdiction of the courts of the state of Delaware.

Prevalence of national law

However, regardless of the above, if the law of the country that you are based on provides for higher applicable consumer protection standards, such higher standards will prevail.

Exception for consumers in Europe

However, regardless of the above, this does not apply if you qualify as a European consumer or if you are a consumer based in the United Kingdom, Switzerland, Norway, or Iceland.

UK consumers

If you are a consumer based in England and Wales, you may bring legal proceedings related to these terms in the English and Welsh courts. If you are a consumer based in Scotland, you may bring legal proceedings in either the Scottish or the English courts. If you are a consumer based in Northern Ireland, you may bring legal proceedings in either the Northern Irish or the English courts.

US users

We both agree to waive any right to trial by jury in any court in connection with any action or litigation.

Any claims under these terms shall proceed individually and we both agree not to join in a class action or other proceeding with or on behalf of others.

Surviving provisions

Our agreement will continue in effect until it is terminated by either our application or you. Upon termination, the provisions contained in this document that by their context are intended to survive termination or expiration will survive, including but not limited to the following:

- your grant of licenses under this document will survive indefinitely;
- your indemnification obligations will survive for a period of five years from the date of termination;
- the disclaimer of warranties and representations, and the stipulations under the section containing indemnity and limitation of liability provisions, will survive indefinitely.

US users

Any invalid or unenforceable provision will be interpreted to the extent reasonably required to render it valid, enforceable, and consistent with its original intent. This document constitutes the entire agreement between you and us and supersede all other communications, including but not limited to prior agreements concerning such subject matter, to the fullest extent permitted by law.

EU users

If any provision of this document is void, invalid, or unenforceable, we both agree to do our best to find, in an amicable way, an agreement on valid and enforceable provisions.

In case of failure to do so, the void, invalid, or unenforceable provisions will be replaced by the applicable statutory provisions.

Regardless of the above, the nullity, invalidity, or impossibility of enforcing a particular provision of this document will not nullify the entire agreement, unless the severed provisions are essential for it, or of such importance that we both would not have entered into the contract if we had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship for you or us.

Contact Information

If you have any questions about this Agreement, please contact us at support@senteon.co