

SITEREMOTE.net TM

Software License & Usage Agreement as of 07/2018

Copyright (c) 1996-2018
PROVISIO GmbH, Münster, Germany – All Rights Reserved

IMPORTANT: THIS LICENSE AGREEMENT IS A VALID CONTRACT BETWEEN YOU (INDIVIDUAL OR LEGAL ENTITY) AND PROVISIO GmbH (COLLECTIVELY "PROVISIO"), GERMANY, FOR SITEREMOTE AND OTHER COMPONENTS OWNED BY PROVISIO. READ IT CAREFULLY BEFORE COMPLETING THE REGISTRATION PROCESS AND USING SITEREMOTE. IT PROVIDES A LICENSE TO USE SITEREMOTE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY CHECKING THE BOX 'I accept the terms' AND USING SITEREMOTE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SERVICE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT REGISTER AN ACCOUNT ON THE SERVER.

The object of this agreement between users and PROVISIO GmbH is to set forth the terms for using SiteRemote Server. By registering with the SiteRemote system you acknowledge and confirm that you have read and agree to these terms.

§ 1 CONTRACTING PARTIES

You (Customer) conclude this agreement with

PROVISIO, GmbH (Collectively „PROVISIO“)
Wilhelm-Schickard-Str. 1
Technologiepark
48149 Münster
Germany

Phone: +49 (251) 846924-0
Fax: +49 (251) 846924-10

Managing Partner: Dipl. Betw. Christoph Niehus

Email: contact-europe(at)provisio.com

HR Amtsgericht Münster (Local court)
Registernr.: HRB 4970
Ust-Id: DE183406435

§ 2 SUBJECT MATTER OF THIS AGREEMENT

1. PROVISIO (Operator of SiteRemote) operates a server-based remote management solution for client machines named SiteRemote on a website at <http://www.siteremote.net/>. SiteRemote comprises a variety of services which A. may be included in the subscription or B. billed separately depending on the services you have chosen. Prices, scope of services etc. are described in the respective offers. Please consult PROVISIO or your dealer for information on pricing, the scope of services, terms of delivery. The server is operated at the location "Federal Republic of Germany".
2. PROVISIO provides you with access to the SiteRemote server for the purpose of using the information and tools available on the server for a fee. This license agreement shall therefore be considered a legally binding contract between you (as a natural or legal person) und PROVISIO concerning the use of the SiteRemote system. The SiteRemote system shall comprise the Internet application, the tools and the data (closed user group). By registering with the SiteRemote system on the Internet, you indicate that you have read and understood this license agreement and agree to be bound by its terms and conditions. If you do not accept the terms and conditions of this license agreement, you shall not be authorized to use the SiteRemote remote management system.
3. PROVISIO reserves the right to add services and amend, delete or improve the services subject to this contract. PROVISIO shall also be authorized to reduce services, in particular with regard to the provision of data and data sets available on the server. If such reduction in services results in an imbalance between paid service and fees, which may be considered to be more than insignificant, you shall be entitled to an appropriate reduction in fees. Should the parties fail to agree to such a reduction, each party may terminate this agreement on written notice.
4. PROVISIO shall be given the right to terminate at any time and without prior notice all free services provided by the SiteRemote server system. Any termination of these services shall not entitle you to any reimbursement, refunds, compensation or damage claims.
5. PROVISIO may alter or amend this agreement after giving notice. Unless you object in writing to the terms and conditions altered within two weeks after the receipt of the notification of change from PROVISIO, these alterations shall take effect in accordance with the notification of change. If you object within the given period of notice, PROVISIO may terminate the contract at the point in time at which the altered conditions are to take effect. Any objection on your part shall be in writing.

§ 3 DATA PROTECTION AND ORDER PROCESSING

1. Please read our privacy policy: <https://www.provisio.com/web/us/company/privacy-notice>
A registration is required to use SiteRemote; SiteRemote shall not be usable prior to registration.
2. In case an order is being processed according to Art. 28 DSGVO, PROVISIO will send you a contract for the order processing that you must sign and send back to us in text form (by mail, fax or email).

§ 4 COPYRIGHT

1. All content (data, files, translations, graphics, layouts), processes and procedures on PROVISIO's servers are protected by copyrights, trademarks, trade secrets, or other proprietary rights. The product is licensed as a service (subscription), not sold.
2. PROVISIO shall grant subscribers a non-exclusive, non-transferable right under the pertinent subscription plan to use the modules, information, and data released on the SiteRemote server system for the subscribers purposes only. With the authorization for the closed user group, you only have access to the data and information within the scope of the corresponding authorization. An acquisition of rights to the application, content and the data itself is not associated with the authorization. It is prohibited to transfer the authorization or the data and contents to third parties or to make them accessible. In particular, it is forbidden to modify, translate, reverse engineer, decompile, disassemble or otherwise bring the application or data into a perceptible form for people. However, you may export/print data to the extent allowed by the program.
3. PROVISIO and the PROVISIO logo, SiteKiosk, SiteCaster and SiteRemote are registered trademarks of PROVISIO GmbH, Germany or PROVISIO, LLC, USA. Microsoft, Windows and the Windows logo are registered trademarks of Microsoft Corp., USA. All other mentioned hardware and software products or product descriptions are trademark and copyright protected and the sole property of their respective companies and therefore they are not freely usable.
4. You shall be responsible for all content and data entered into and/or uploaded to the system while the copyright remains with you. In case you don't own the copyright to the uploaded content you agree that the owner of the copyright to these contents has granted you the right to publish these contents through the SiteRemote system with your TEAM. You grant PROVISIO a non-exclusive right to publish this content with your TEAM for an unlimited period of time. We accept no responsibility for any damage or right infringements caused by files downloaded and / or installed by SiteRemote server.

§ 5 USAGE FEES

1. You shall pay a usage fee to PROVISIO or a corresponding PROVISIO branch (dealer) for the services stated in § 1a. Please contact PROVISIO or your PROVISIO reseller responsible for your country for current pricing information and information about the scope of services.
2. Should you default on your usage fee payment, PROVISIO shall be entitled to block access to the SiteRemote server system immediately.
3. Usage fees shall be based on the number of clients registered with the system. Although PROVISIO may activate more clients than you are entitled to use, PROVISIO shall have the right to deactivate these voluntarily activated clients again at any time.

§ 6 CONSUMER RIGHT OF WITHDRAWAL

Consumers are entitled to a statutory right of withdrawal. A consumer is any natural person who enters into a legal transaction for purposes which are predominantly neither commercial nor self-employed. Are you an entrepreneur, you are not entitled to a right of withdrawal.

1. Cancellation policy for sales contracts

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving reasons. The withdrawal period is 14 days from the day

- where you or a third party named by you, other than the carrier, has or has taken possession of the goods, provided that you have ordered one or more goods in a single order and these are or will be delivered in a uniform manner,
- where you or a third party named by you, who is not the carrier, has or has taken possession of the last goods, provided that you have ordered several goods in a single order and these are delivered separately,
- where you or a third party named by you who is not the carrier has or has taken possession of the last partial shipment or the last piece, provided that you have ordered a product that is delivered in several partial shipments or pieces,

In order to exercise your right of withdrawal, you must notify:

PROVISIO GmbH
Wilhelm-Schickard-Str. 1
Technologiepark
48149 Münster
Germany

Phone: +49 (251) 846924-0
Fax: +49 (251) 846924-10
Email: contact-europe(at)provisio.com

of your decision to revoke this contract by means of a written statement (e.g. a letter sent by mail, fax or e-mail). You have the option to use the attached standard withdrawal form.

In order to maintain the cancellation period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the withdrawal

If you withdraw from this Agreement, we will refund all payments we have received from you, including delivery charges (except for the additional costs arising from choosing a different delivery method than the most favorable standard delivery we offer) immediately and at the latest within fourteen days from the date on which we have received your withdrawal notification. For this refund, we use the same means of payment that you used in the original transaction, unless otherwise agreed with you; in no case will you be charged any refund fees. We may refuse the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return the goods to us immediately and in any event not later than fourteen days from the date on which you inform us of the cancellation of this contract. The deadline is met if you send the goods before the deadline of fourteen days. You bear the immediate costs of returning the goods.

You only have to pay for a possible loss in value of the goods, if this loss of value is due to a handling that is not necessary for the examination of the nature, characteristics and functioning of the goods.

-- End of right of withdrawal information --

The right of withdrawal does not apply to contracts for delivery

- (a) of goods which are not prefabricated and whose manufacture is the sole choice or determination by the consumer or which are clearly tailored to the personal needs of the consumer.
- b) of sealed goods that are not suitable for return for reasons of health or hygiene if their seal has been removed after delivery.

Withdrawal Form Template

(If you want to cancel the contract, please fill out this form and send it back.)

PROVISIO GmbH
Wilhelm-Schickard-Str. 1
Technologie Park
48149 Münster
Germany

Fax: +49 (251) 846924-10
Email: contact-europe (at) provisio.com

- I / we (*) hereby withdraw from the contract concluded by me / us (*) for the purchase of the following goods (*) / the provision of the following service (*)

- Ordered on (*) / received on (*)

- Name of the consumer (s)
- Address of the consumer (s)
- Signature of the consumer (s) (only when notified on paper)
- Date

(*) Delete as appropriate.

2. Cancellation policy for service contracts

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving reasons. The withdrawal period is 14 days from the date of the contract.

To exercise your right of withdrawal, you must contact us at the address below and provide a clear written statement (e.g. mail, fax, email) about your decision to withdraw from this contract:

PROVISIO GmbH
Wilhelm-Schickard-Str. 1
Technologiepark
48149 Muenster
Germany

Phone: +49 (251) 846924-0
Fax: +49 (251) 846924-10
Email: contact-europe(at)provisio.com

You have the option to use the attached standard withdrawal form.

In order to maintain the cancellation period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the withdrawal

If you withdraw from this Agreement, we will refund all payments we have received from you, including delivery charges (except for the additional costs arising from choosing a different delivery method than the most favorable standard delivery we offer) immediately and at the latest within fourteen days from the date on which we have received your withdrawal notification. For this refund, we use the same means of payment that you used in the original transaction, unless otherwise agreed with you; in no case will you be charged any refund fees. We may refuse the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

If you have requested that the services be commenced during the period of cancellation, you must pay us a reasonable amount equal to the proportion of services already provided to you at the time you inform us of the exercise of the cancellation right in comparison with the total volume of services provided for in the contract.

-- End of right of withdrawal information --

Information about a possible premature expiration of the right of withdrawal

Your right of revocation expires when we have fully rendered our services provided we have started rendering the services after your express approval and - at the same time- your acknowledgement that your right of withdrawal expires with the complete fulfillment of contract by us.

Withdrawal Form Template

(If you want to cancel the contract, please fill out this form and send it back.)

PROVISIO GmbH
Wilhelm-Schickard-Str. 1
Technologie Park
48149 Münster
Germany

Fax: +49 (251) 846924-10
Email: contact-europe (at) provisio.com

- I / we (*) hereby withdraw from the contract concluded by me / us (*) for the purchase of the following goods (*) / the provision of the following service (*)

- Ordered on (*) / received on (*)

- Name of the consumer (s)
- Address of the consumer (s)
- Signature of the consumer (s) (only when notified on paper)
- Date

(*) Delete as appropriate.

§ 7 TERM AND TERMINATION

1. The contract - the subscription to the SiteRemote system - shall begin with the account activation in the SiteRemote system and shall be valid for the license validity period, for the trial period or for an undefined period of time.
2. Unless otherwise specified, either party may terminate the contract within one (1) week's notice, prior to the end of the quarter if the time period is undefined. Notice of termination of the contract shall be in writing and may also be submitted by email to contact-europe@provisio.com.
3. PROVISIO may terminate the contract without notice if any payments due are in default. PROVISIO reserves the right to take further legal action.
4. PROVISIO shall reserve the right to terminate this agreement or deny access to the system for other important reasons such as noncompliance with any term of this agreement.

§ 8 CUSTOMER OBLIGATIONS AND COMMITMENTS

1. You – the customer- shall be obliged to handle all data and data collections stored on the SiteRemote system properly.
2. Proper handling shall include, but not be limited to the following:
 - Avoidance of any kind of improper use
 - Avoidance of illegal or unlawful acts
 - Avoidance of contempt of legal regulations
 - Avoidance of interference with the private matters of any third party
 - Avoidance of endangering the confidentiality of this agreement
 - Avoidance of endangering the security precautions of the system
 - Avoidance of actions and expressions contrary to public policy or to accepted principles of morality
 - Immediately notify PROVISIO of any visible defects or damages in writing
 - Avoidance of all actions that might endanger data security
 - Obligation to maintain confidentiality regarding password and access procedures or the related data
3. You shall be required to treat the user name/password combination confidentially and shall not pass on this combination to any third party. PROVISIO shall be notified in any event of suspected misuse of the access data.
4. Failure to comply with these obligations shall entitle PROVISIO, after issuing an unsuccessful reminder, to terminate this contract immediately upon written notice. PROVISIO shall also reserve the right to take further legal action.

§ 9 LIABILITY

1. PROVISIO regularly creates database backups of the data on the server. Ultimately, however, a total loss of data can never be ruled out. For damages resulting from a total loss of data, PROVISIO is liable only up to the amount of the paid usage fees of the last month, unless there is intent or gross negligence. After a certain amount of time, certain data about the machines will be deleted on a regular basis. For example, the log files are held only for the last 90 days. A longer retention period (e.g. > 90 days) is possible, but cannot be guaranteed due to the immense amount of data. Customers have the option to export their own log files. No liability is assumed for planned deleted data.
2. The SiteRemote system provides information and programs to professional users, to assist identifying statistics, fixing device errors, and performing efficient client services. Despite the constant updating and revision of the data and programs in the SiteRemote Server system, the final decision on how to use them is up to the user alone. Responsibility for any breaches of law, damages or costs caused by the information displayed under SiteRemote can not be accepted by PROVISIO. Accordingly, there is no liability on the part of PROVISIO for the information provided, in particular not for its completeness, accuracy or timeliness, nor for the fact that the information is suitable for the intended purpose of the customer.
3. PROVISIO assumes no liability for damage-causing events occurring in the area of the respective service provider.
4. PROVISIO shall not be liable for any performance restrictions or loss of performance due to force majeure or to events that regularly complicate performance or make it impossible. These include, in particular, strikes, lockouts, official orders, failure of communication devices or gateways of other operators, disruptions in the area of the respective service provider, maintenance work, and faults which are within the risk of other network providers.
5. Liability for possible installation, maintenance and service costs, which are directly or indirectly related to the SiteRemote software, as well as liability for loss of profit, for damage to or loss of secured data as well as other direct and indirect damages including telephone charges, communication costs and provider costs, insofar as these are not caused by grossly negligent or intentional behavior of PROVISIO and to the extent permitted by law shall be excluded.
6. In the event of default due to a disruption beyond the scope of PROVISIO's responsibility, no reimbursement of the access or usage fee will be made.
7. In the event that, nevertheless, liability on the part of PROVISIO occurs, this liability shall be limited to the amount of a monthly usage fee, unless in cases of intent or gross negligence. Limitations of liability do not include claims resulting from injuries to life, limb or health for which PROVISIO is responsible.
8. Please note that your PC must meet certain minimum requirements for using the SiteRemote system. The current system requirements can be found on our websites: <http://www.siteremote.com/>
9. From time to time, the SiteRemote server will perform necessary maintenance, install new versions of programs, or update databases. During this time, the SiteRemote system may be unavailable to you. We strive to minimize downtime and perform maintenance at times when only a relatively small number of users potentially access the

system. Please note, however, that the server failure does not automatically entitle you to reimbursement of usage fees, as long as PROVISIO is not grossly negligent or the downtime exceeds 20% of the monthly potential usage time. If this is the case, however, PROVISIO reimburses the pro rata user charges corresponding to the downtime on your request submitted by e-mail.

10. PROVISIO makes you aware of the fact that it is not possible in the current state of the art to create Internet software or Internet applications in such a way that they work flawlessly in all applications and combinations. The subject of the contract is therefore only a software that is fundamentally useful in the sense of the program description and its user manual. This is especially true for the topic of browser compatibility. SiteRemote is designed for use with Microsoft Internet Explorer 8. Older or future versions of this software may be incompatible.
11. PROVISIO shall not be liable for infringements of third party rights, in particular with regard to infringement of intellectual and industrial property rights, which are based on the information or data provided by the customer. The customer shall be obliged to indemnify PROVISIO against all claims against PROVISIO asserted by any third parties based on the information or data provided by the customer.

§ 10 USE BY THIRD PARTIES

1. The use of the SiteRemote system shall be restricted to customers and staff. Use by third parties shall be expressly prohibited unless written permission is granted by PROVISIO.
2. If PROVISIO permits the usage of SiteRemote by third parties upon your request, you shall ensure the compliance with this contract by the third party.

§ 11 GENERAL

1. Without prejudice to any other rights, PROVISIO is entitled to terminate your rights under this contract if you violate the provisions of this license agreement. In such a case, you are required to delete all data on the software product and destroy all its components. In addition, an appropriate contractual penalty to be determined by PROVISIO is due. Furthermore, the General Terms and Conditions (Terms and Conditions of Purchase) of PROVISIO GmbH apply, available at <http://www.provisio.com/Company/Agb.aspx>
2. This agreement shall be considered a legally binding agreement in accordance with solely the laws of the Federal Republic of Germany governing this agreement without giving effect to principles of conflict of laws.
3. If any term of this contract is held invalid, illegal or unenforceable, the validity, legality or enforceability of every other term and condition remain valid and enforceable to the fullest extent of the law and the parties shall agree on a substitute term that is legal and enforceable and is as nearly possible consistent with the intention underlying the original term.
4. No subsidiary agreements shall be concluded. Amendments and supplements of this agreement are subject to a written form requirement. Such shall apply also to the abrogation or modification of this written form requirement. Insofar as written form requirement is agreed upon, simple text form or electronic transmission shall not qualify.
5. If the customer is a merchant, a legal entity or special fund under public law, the place of jurisdiction of the registered office of PROVISIO GmbH shall be deemed agreed.

SiteRemote Server uses NLog which is copyrighted (c) by Jaroslaw Kowalski (jaak@jkowalski.net)

SiteRemote Server uses SharpZipLib which is copyrighted (c) by Mike Krueger (mike@icsharpcode.net).

SiteRemote Server uses some features of FFmpeg, <http://ffmpeg.org>.

FFmpeg is an optional component and has to be removed from the server, if it uses patent technologies in your country.

SiteRemote Server uses parts of the Mono class library which is copyrighted (c) by Ximian, Inc.

The customer is responsible for the correct end-use of the third party software.