

End User License Agreement

IMPORTANT! READ CAREFULLY: THIS IS A LEGAL AGREEMENT. BY DOWNLOADING, INSTALLING, COPYING, SAVING ON YOUR COMPUTER, OR OTHERWISE USING VOLOSOFT SOFTWARE, SERVICES OR PRODUCTS, LICENSEE IS BECOMING A PARTY TO THIS AGREEMENT AND LICENSEE IS CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

NOTE: This License Agreement forms a legally binding contract between you and Volosoft in relation to your use of the ABP.

1. DEFINITIONS

“Volosoft” or **“We”** means Volosoft having its principal place of business at İstanbul Atatürk Havalimanı Serbest Bölgesi, Yeşilköy Serbest Bölge Mahallesi, E-Blok Sokak, E1 Blok No:2, PK 34149 Bakırköy, İstanbul, Turkey registered with İstanbul Commercial Register.

“Authorized Users” means employees or contractors of Customer who are authorized to use the Volosoft Service, solely for Customer’s internal business purposes, subject to applicable Usage Parameters and otherwise in compliance with this Agreement.

“Documentation” means the operating instructions, user manuals, product specifications, “read-me” files, and other documentation that Volosoft makes available to Customer in hard copy or electronic form for the Volosoft Service, and any modified, updated, or enhanced versions of such documentation.

“Intellectual Property Rights” means patents and patent applications, inventions (whether or not patentable), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, mask-work rights, moral rights, author’s rights, and other intellectual property rights, as may exist now or hereafter come into existence, and all derivatives, renewals and extensions thereof, regardless of whether any of such rights arise under the laws of Turkey or of any other state, country or jurisdiction.

“Volosoft Service” means Volosoft’s proprietary web application framework made available to Customer.

“Subscription” means a subscription purchased by Customer to access and use the Volosoft Service and receive Support during the applicable Subscription Term.

“Subscription Fees” has the meaning given to such term in Section 3.1.

“Subscription Term” means the subscription term for Customer’s access and use of the Volosoft Service set forth on the 4.1

“Licence” means the types of Licenses which are granted by Volosoft regarding Customer’s choice.

“Support” has the meaning given to such term in Section 2.8

“Source-Code” has the meaning given to such term in Section 5

“ABP Service Form (Service Form)” The form which sets conditions, term, payment fees of the Software.

2. VOLOSOFT SERVICE

2.1. License Grant

Subject to Customer's compliance with the terms and conditions of this Agreement, including payment of all applicable fees, Volosoft hereby grants to Customer a personal, non-sublicensable, nonexclusive, non-transferable, limited license, solely during the Subscription Term.

2.2. Trial Version

Notwithstanding Section 2.1, if Customer has obtained any Volosoft Service on a trial basis (the "**Trial Version**"), Customer understands and agrees that the license set forth in Section 2.1 is granted by Volosoft to Customer for the Trial Version solely for the trial period for Customer's own internal evaluation purposes, and subject to any and all technical limitations implemented by Volosoft in the Trial Version. Customer acknowledges and agrees that if Customer has not purchased a Subscription prior to the expiration of the Trial Period, this Agreement will automatically terminate (without the requirement of providing any termination notice) and the Trial Version may cease functioning. In addition to the restrictions set forth in Section 2.3, the Customer shall not attempt to circumvent, dismantle or otherwise interfere with any time-control disabling functionality in the Trial Version that causes the Trial Version to cease functioning upon the expiration of the Trial Period. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE TRIAL VERSION IS PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY WHATSOEVER OR ANY SUPPORT OR OTHER SERVICES (INCLUDING ANY UPDATES OR UPGRADES).

2.3. Restrictions

Except as expressly set forth in this Agreement, Customer will not (and will not allow any third party to): (i) decompile, disassemble, decompile, reverse engineer, or otherwise attempt to derive the structure of the Volosoft ; (ii) distribute, license, sublicense, assign, transfer, provide, lease, lend, rent, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use for the benefit of any third party, any Volosoft Service (except as expressly and specifically authorized in writing by Volosoft), (iii) use or access the Volosoft Service in order to build a similar or competitive product or service or disclose to any third party any benchmarking or comparative study involving any Volosoft Service, (iv) remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of Volosoft or its suppliers on or within the Volosoft Service or Documentation; (v) use the Volosoft Service for or in conjunction with, or initiate web application of, any web domain (or part of a domain) that has any content that may be adult in nature (e.g. tobacco, firearms, alcohol), obscene, pornographic, abusive, offensive, profane, or defamatory; or (vi) violate any applicable laws or regulations, or the rights of any third party in connection with the use or access of the Volosoft Service. Volosoft reserves all rights and licenses not expressly granted to Customer in Section 2.1 and no implied license is granted by Volosoft. CUSTOMER ACKNOWLEDGES THAT THE Volosoft SERVICE MAY INCLUDE FEATURES TO PREVENT USE AFTER THE APPLICABLE SUBSCRIPTION TERM AND/OR CUSTOMER'S USE INCONSISTENT WITH THIS AGREEMENT.

2.4. Delivery and Acceptance

Following the execution of this Agreement, Volosoft shall enable Customer to download or make available over the internet, as applicable, the Volosoft Service ordered by Customer. The Volosoft Service (and any future software updates or upgrades that Volosoft may make available to Customer from time-to-time and which are included in the defined term "**Licences**" as

applicable) will be deemed accepted upon making the Volosoft Service (or the relevant update or upgrade) available to Customer.

2.5. Licenses

During the applicable Subscription Term, regarding Customer's choice, different type of Licences are offered by Volosoft. The using parameters and conditions are set forth in Annex-1 ABP Services Form.

2.6. Proprietary Rights

Volosoft or its licensors retain all right, title and interest in and to the Volosoft Service and related Documentation and materials (and any and all copies thereof) including, without limitation, any and all Intellectual Property Rights thereto. Title to the Volosoft Service shall not pass from Volosoft to Customer, and the Volosoft Service and all copies thereof shall at all times remain the sole and exclusive property of Volosoft.

2.7. Feedback

To the extent Customer or any Authorized Users provides any suggestions and feedback to Volosoft regarding the functioning, features, and other characteristics of the Volosoft Service, Documentation, or other materials or services provided or made available by Volosoft ("Feedback"), Customer hereby grants Volosoft a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid-up, fully-transferable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) under all of Customer's intellectual property rights, for Volosoft to use and exploit in any manner and for any purpose.

2.8. Support

During the applicable Subscription Term set forth in ABP Commercial Services Form (subject to Customer's payment of applicable Licence Fees), Volosoft will use commercially reasonable efforts to provide Customer remote technical and operational support and maintenance services during Volosoft's official business hours for Customer's use of the Volosoft Service ("**Support**") in accordance with Volosoft's then-current Support terms and conditions. Volosoft does not commit to a service-level agreement (SLA) response time but will try to respond to technical issues as soon as possible. Unless a special agreement is made with the Customer, Volosoft only provides support on <https://support.abp.io>. The private email support is only available to Enterprise License holders. **The support is provided only for ABP Framework and ABP components.** No support is given for the 3rd party applications and other peripheral libraries used by ABP products or used by your own solutions. The support is only available for the solutions with ABP's standard pre-built solution architectures. The support may not be available for your custom-created or modified solution structures and architectures. For your custom solution architecture or other business-related requirements, you can request paid consultancy from Volosoft.

3. FEES AND PAYMENT

3.1. Subscription Fees

The subscription fees payable by Customer for the Volosoft Service license and services, and the applicable Subscription Term, will be set forth in Annex -1 ABP Services Form regarding types of Licences ("**Subscription Fees**"). The Subscription Fees shall be paid in advance on an annual basis as set forth in the initial Service Form. At any time during a Subscription Term,

Customer may submit a Service Form to increase the Usage Parameters and, upon Volosoft acceptance of such Services Form, Customer shall pay the Subscription Fees for such increase, pro-rated for the remainder of Customer's then-current Subscription Term, and such Order Form shall renew concurrently with Customer's then-current Subscription for a period equal to Customer's initial Subscription Term.

3.2. Services

The fees payable by Customer for Support are included in the Subscription Fees. The level of Support provided to Customer will be determined by the specific Volosoft Service product licensed to Customer as set forth in each Service Form

3.3. Payment Terms

All payments shall be made in the currency of US Dollars. Customer will pay all taxes, shipping, duties, withholdings, backup withholding and the like; when Volosoft has the legal obligation to pay or collect such taxes, the appropriate amount shall be paid by Customer directly to Volosoft. If all or any part of any payment owed to Volosoft under this Agreement is withheld, based upon a claim that such withholding is required pursuant to the tax laws of any country or its political subdivisions such payment shall be increased by the amount necessary to result in a net payment to Volosoft of the amounts otherwise payable under this Agreement

3.4. Changes to Fees

Volosoft may change its fees and payment terms at its discretion; provided however, that such changes will not take effect for Customer until the start of the next Subscription Term (as specified in the applicable Service Form). Volosoft will provide written notice to Customer of any changes to the fees that affect the Volosoft Service licensed and Support purchased by Customer.

3.5. Inspection Right

During the term of this Agreement and for one (1) year thereafter, Volosoft or its designated agent may inspect Customer's use of the Volosoft Service and its facilities and records to verify Customer's compliance with the terms of this Agreement. Any such inspection will take place only during Customer's normal business hours and upon not less than ten (10) business days' prior written notice from Volosoft. Customer shall reasonably cooperate with such audit and shall make such personnel and records available as Volosoft may reasonably request. Volosoft will give Customer written notice of any non-compliance, including any use of the Volosoft Service or services beyond that authorized under this Agreement and without limiting Volosoft's remedies arising from such unauthorized use, Customer shall promptly: (i) cease such unauthorized use; (ii) pay Volosoft any additional fees due to the extent Customer's use of the Volosoft Service has exceeded the number of licenses purchased by Customer; and (iii) reimburse Volosoft reasonable, documented costs incurred in conducting such inspection.

4. TERM AND TERMINATION

4.1. Term

Subject to termination as outlined in the Agreement, the term of this Agreement will commence on the Effective Date and will continue for as long as the Volosoft Service or Support is being provided to the Customer under this Agreement. The term of the Volosoft Service Subscription and the corresponding license renewals are not automatically done. It means, Volosoft does not

automatically charge from your credit card or your bank account to renew a license. Therefore the license renewals are done manually by the Customer via sending an email to marketing@abp.io or from the license Management page at <https://abp.io/my-organizations>.

4.2. Termination

Either party may terminate this Agreement immediately without further notice if the other party breaches its obligations under this Agreement and does not remedy such breach within thirty (30) calendar days of the date on which the breaching party receives written notice of such breach from the non-breaching party.

4.3. Effect of Termination

Upon the termination of this Agreement for any reason: (i) the licenses granted under this Agreement in respect of the Volosoft Service shall immediately terminate and Customer and its Authorized Users shall cease use of the Volosoft Service; (ii) Volosoft's obligations to perform Support shall immediately terminate; (iii) Customer shall pay to Volosoft the full amount of any outstanding fees due hereunder; and (iv) within ten (10) calendar days of such termination, each party shall destroy or return all Confidential Information of the other party in its possession or control, and will not make or retain any copies of such information in any form, except that the receiving party may retain one (1) archival copy of such information solely for purposes of ensuring compliance with this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE Volosoft SERVICE MAY CONTAIN DISABLING CODE THAT (EITHER AUTOMATICALLY OR AT Volosoft's CONTROL) WILL RENDER THE Volosoft SERVICE (AND RELATED DATA) UNUSABLE UPON TERMINATION OR CUSTOMER'S BREACH OF THIS AGREEMENT. The following Sections shall survive any termination or expiration of this Agreement: 1, 2.3, 2.4, 2.5, 2.6, 4, 5 and 7 through 9 (inclusive).

5. INDEMNIFICATION

5.1. Indemnification by Volosoft

Volosoft shall hold Customer harmless from liability to third parties resulting from infringement by the Volosoft Service the copyright or misappropriation of any trade secret of any third party, provided Volosoft is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Volosoft will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to (i) the Volosoft Service or portions or components thereof (a) not created by Volosoft, (b) that are modified after delivery by Volosoft, (c) combined with other products, processes or materials where the alleged infringement relates to such combination, (d) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (e) where Customer's use of such Volosoft Service is not strictly in accordance herewith, or (f) a Trial Version. In the event of a claim or if Volosoft believes a claim is likely, Volosoft may modify the Volosoft Service, obtain a license for Customer or if the foregoing is not accomplished, terminate this Agreement.

5.2. Indemnification by Customer

Customer will indemnify Volosoft from all damages, costs, settlements, attorneys' fees and expenses related to (i) any claim of infringement or misappropriation excluded from Volosoft's

indemnity obligation by the preceding sentence, or (ii) any other claim in connection with the unauthorized use or distribution thereof.

6. CONFIDENTIALITY

“CONFIDENTIAL INFORMATION” means 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, the Volosoft Service and any non-public technical and business information. Confidential Information does not include information that (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party’s Confidential Information; or (iv) the receiving party rightfully obtains from a third party without restriction on use or disclosure. Customer and Volosoft will maintain the confidentiality of Confidential Information. The receiving party of any Confidential Information of the other party agrees not to use such 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 prevent disclosure and unauthorized use of the disclosing party’s Confidential Information using the same degree of care that it takes to protect its own confidential information and in no event shall use less than reasonable care. The receiving party may disclose the Confidential Information of the disclosing party if required by judicial or administrative process, provided that the receiving party first provides to the disclosing party prompt notice of such required disclosure to enable the disclosing party to seek a protective order. Upon termination or expiration of this Agreement, the receiving party will, at the disclosing party’s option, promptly return or destroy (and provide written certification of such destruction) the disclosing party’s Confidential Information.

7. PUBLICITY

Volosoft may use the Customer’s name and logo in client listings. Volosoft may issue a press release announcing the relationship contemplated hereby, subject to Customer’s approval which shall not be unreasonably withheld or delayed.

8. EMBEDDED REPORTING

Customer acknowledges that Volosoft Service may contain automated reporting routines that will automatically identify and analyze certain aspects of use and performance of Volosoft Service and/or the systems on which they are installed, as well as the operator and operating environment (including features used and problems and issues that arise in connection therewith) and provide reports to Volosoft. Volosoft uses such information to improve the Volosoft Service and for license verification.

9. PRIVACY AND COLLECTION OF PERSONAL DATA

The Software or Support may employ applications and tools to collect Personal Data, sensitive data or other information about Company and End Users (including End Users’ name, address, e-mail), their computers or their computers’ interactions with other computers (including information regarding network, licenses used, hardware type, model, hard disk size, CPU type, disk type, RAM size, 32-bit or 64-bit architecture, operating system types, versions, locale, BIOS version, BIOS model, total scanners deployed, database size, system telemetry, device ID, IP

address, location, content, Volosoft products installed, Volosoft components, processes and services information, frequency and details of update of Volosoft components, information about third-party products installed, etc.) (collectively, Data).

The collection of the Data may be necessary to provide Volosoft and End Users with the relevant Software or Support functionalities as ordered (including detecting and reporting threats and vulnerabilities on Volosoft's and End Users' computer network), to enable Volosoft to improve Software or Support (including content synchronization, device tracking, troubleshooting, etc.), to enable Volosoft to manage licenses to Software or Support, and to further or improve overall security for Company and End Users. Company may be required to uninstall the Software or disable Support to stop further Data collection that supports these functions. By entering into this Agreement, or using the Software, Support or service subscription, Company and End Users agree to the Volosoft Privacy Policy available at <https://volosoft.com/PrivacyAndCookiePolicy> and to the collection, processing, copying, backup, storage, transfer and use of the Data by Volosoft.

10. MISCELLANEOUS

Customer may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder to a third party without the written consent of Volosoft, except that Customer may, without such consent, assign or transfer this Agreement, in whole, pursuant to a transfer of all or substantially all of Customer's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment or transfer of this Agreement by Customer in contravention of the foregoing shall be null and void. Volosoft may freely assign or transfer this Agreement hereunder without Customer's consent. The provisions hereof are for the benefit of the parties only and not for any other person or entity. Any notice, report, approval, authorization, agreement or consent required or permitted hereunder shall be in writing; notices shall be sent to the address the applicable party has or may provide by written notice or, if there is no such address, the most recent address the party giving notice can locate using reasonable efforts. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. If any provision shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this arrangement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of Turkey without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. This is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof and any waivers or amendments shall be effective only if made in writing; however, any pre-printed or standard terms of any purchase order, confirmation, or similar form, even if signed by the parties after the effectiveness hereof, shall have no force or effect. The substantially prevailing party in any action to enforce this agreement will be entitled to recover its attorney's fees and costs in connection with such action.

11. NON-SOLICITON and NON-HIRE

User agrees and covenants that, during term of this Agreement and for a period of 2 years after the termination of this Agreement, User shall not directly or indirectly (i) solicit, induce, recruit, attempt to hire, hire or agree to hire or otherwise encourage or entice or attempt to influence

any employee, officer, director, executive of Volosoft Bilişim A.Ş. who is employed or otherwise engaged by Volosoft Bilişim A.Ş. or has been employed or otherwise engaged by Volosoft Bilişim A.Ş. or any of its affiliates to leave the employ of Volosoft Bilişim A.Ş. or its affiliates, or in any way interfere with the relationship between Volosoft Bilişim A.Ş. or its affiliates and any employee thereof, provided, however, that the foregoing shall not apply (i) to solicitations made by job opportunity advertisements and headhunter searches directed to the general public rather than targeting any employees of Volosoft Bilişim A.Ş. or (ii) with respect to any employee who has been terminated by Volosoft Bilişim A.Ş. prior to (or has voluntarily left his or her employment more than six months prior to) such solicitation. User, [further agrees](#) that, [to the extent](#) that the user [breaches the covenant](#) described in this [paragraph](#), Volosoft Bilişim A.Ş shall be [entitled to pursue all appropriate remedies](#) in law or [equity](#).

12. PRODUCT LICENSING MODEL

12.1 Allowed computer count

We specifically permit **2 computers** per individual/licensed developer. Whenever there is a need for a developer to develop ABP products on a third machine, an e-mail should be sent to license@abp.io explaining the situation and we will then make the appropriate allocation in our system.

12.2 Sub-licensing and sharing

ABP products cannot be publicly shared or cannot be licensed as an open-source product without asking written permission of Volosoft Bilişim Anonim Şirketi.

ANNEX-1 ABP LICENSE SERVICE FORM

LICENSES

1. TEAM LICENCE

Term : 1 Year.

Prices : 2999 USD + VAT, Each additional developer: 499 USD.

Number of developers : 3.

Including All PRO Modules, All PRO Themes, All PRO Startup Templates, ABP Suite. No source-code is provided for any of these products!

Support : 15 questions of premium forum support per year.

These services will be ended after your license expires: Getting support, using ABP Suite, getting new updates, creating new ABP projects.

2. BUSINESS LICENCE

Term : 1 Year.

Prices : 5999 USD + VAT, Each additional developer: 699 USD.

Number of developers : 3.

Including All PRO Modules, All PRO Themes, All PRO Startup Templates, ABP Suite.

Source-code of all PRO modules and themes are included except ABP Suite.

Support : 30 questions of premium forum support per year.

These services will be ended after your license expires: Getting support, using ABP Suite, getting new updates, creating new ABP projects.

3. ENTERPRISE LICENCE

Term : 1 Year

Prices : 9999 USD + VAT, Each additional developer: 999 USD.

Number of developers : 3.

Including All PRO Modules, All PRO Themes, All PRO Startup Templates, ABP Suite.

Source-code of all PRO modules and themes are included except ABP Suite.

Support : Unlimited questions of premium forum support per year.

Private email support is available.

These services will be ended after your license expires: Getting support, using ABP Suite, getting new updates, creating new ABP projects.

4. CUSTOM LICENCE

Term : Upon the agreement of both parties.

Prices : Upon the agreement of both parties.

Number of developers : Upon the agreement of both parties.

Including modules, code and themes: ABP Suite, All Pro Modules, All Pro Themes.

Startup Templates, Source Code of All Modules, Source Code of All Themes, added modules.

Support : Upon the agreement of both parties.