INFOPULSE UKRAINE

END USER LICENSE AGREEMENT

This End User License Agreement ("Agreement") is a legal contract between a physical person or legal entity (in either case the "Licensee" or "you"), and Infopulse Ukraine LLC ("Infopulse"), a legal entity registered under the laws of Ukraine, for the software named above ("Software").

By clicking on the "I ACCEPT" button or by copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this Agreement and Licensee represent that you are authorized to enter into this Agreement on behalf of Licensee's corporate entity (if applicable). If you do not wish to be bound by the terms of this Agreement, click the "I DO NOT ACCEPT" button, and/or do not install, access or use the Software.

NON-COMMERCIAL TRIAL LICENSE

Infopulse provides you free of charge with a right to try the Software (including, where applicable, a right to access Subscription Services as defined below) within the limited period of time for evaluation purposes. According to this, you may download or install the Software without purchasing the License to the Software for a fee solely to evaluate the Software suitability for your internal business requirements at your site only. In any circumstance, you may NOT use the Software in your production activity anyhow, and/or as part of your service for commercial benefit or otherwise commercialize it.

COMMERCIAL LICENSE TERMS AND CONDITIONS

Subject to the other terms of this Agreement, including without limitation the payment of the applicable License fee, Infopulse grants you a non-exclusive, non-transferable, non-sublicensable license to use the Software as stipulated below.

License Restrictions. In compliance with the License YOU MAY NOT:

- (a) assign, sell, sublicense, rent, lease or distribute the Software (or any portion thereof) some other way to third parties and use the Software (or any portion thereof) for time sharing, hosting or like purposes;
- (b) cause or permit reverse engineering, decompile, disassemble, make any attempt to discover the source code of the Software;
- (c) modify, translate, or create derivative works from the Software, incorporate the Software (or any portion thereof) into or with other software;
- (d) remove any Software identification, proprietary, copyright or other notices contained in the Software;
 - (e) disclose the results of any benchmark tests of the Software to any third party;
- (f) make more copies of the Software than specified in this Agreement or allowed by applicable law, despite this limitation;
 - (g) publish the Software or any part of the Software for others to copy;

(h) transfer the Software, any part of the Software or rights provided herein to any third party.

You are entitled only to those rights with respect to the Software as are expressly granted by this Agreement and based on a Type of License you choose.

Your license rights will take effect subject to license fee payment and your acceptance of terms and conditions of this Agreement. No rights are granted for use of illegal copies of the Software, or for legal copies of the Software obtained by unlawful means.

TYPES OF LICENSES

1. "FREELANCER"

This type of License is based on a single identified user basis what means that the same license may not be used by another unauthorized user, irrespective of whether the authorized identified user is using the Software or not. This License is for physical persons only and grants the right to an authorized and identified individual to use the Software for private and business purposes.

2. "ENTERPRISE"

This type of License is based on a single unidentified user basis and can be applied to legal entities only that entered into the Enterprise License agreement with Infopulse. A single unidentified user of the Software has to be full time employed by the legal entity. At the same time, this License grants the right to installing the Software for unlimited number of computers and virtual machines inside the legal entity and to running the Software at a third party environment provided that the Software is used solely by authorized number of unidentified users.

However, if the Software is intended to be exploited by multiple number of unidentified users at the same time or is installed on a single computer used by multiple users, your legal entity must purchase Licenses for each user that accesses the Software. Further, if the Software is installed or accessed through a network, your legal entity must purchase additional Licenses for each user that accesses the Software through the network.

Each user accessing the Software shall be fully aware of License terms and conditions and that he/she is duly authorized by Licensee and have enough knowledge and skills to comply with the License terms and conditions. Licensee shall be fully liable for any omission or breach of the License terms and conditions that may be committed by its users.

This License grants the right to use the Software for internal purposes of a business organization purchasing this License only, excluding any external business purposes providing services to third parties, and make copy of the Software for archival and backup support to reinstall the Software.

3. "SERVICE PROVIDER"

This type of License is based on a single unidentified user basis and can be applied to legal entities only that entered into the Enterprise License Agreement with Infopulse. A single unidentified user of the Software has to be full time employed by the legal entity. At the same time, this License grants the right to installing the Software for unlimited number of computers and virtual machines inside the legal entity and to running the Software at a third party environment provided that the Software is used solely by authorized number of unidentified users.

However, if the Software is intended to be exploited by multiple number of unidentified users at the same time or installed on a single computer used by multiple users, your legal entity must purchase Licenses for each user that accesses the Software. Further, if the Software is installed or accessed through a network, your legal entity must purchase additional Licenses for each user that accesses the Software through the network.

Each user accessing the Software shall be fully aware of License terms and conditions and that he/she is duly authorized by Licensee and have enough knowledge and skills to comply with the License terms and conditions. Licensee shall be fully liable for any omission or breach of the License terms and conditions that may be committed by its users.

This type of License grants the right to use the Software for internal purposes of a business organization purchasing this License, as well as for external business purposes providing services to third parties and make copy of the Software for archival and backup support to reinstall the Software.

MAINTENANCE

Depending on purchased License and/or Maintenance, you are provided with one, or two, or three years of the Maintenance. The Maintenance includes Support and Upgrade that grants you the right to use the latest version of Software, including major version releases, and to the Software support services.

After termination the Maintenance can be prolonged on a fee paid basis for next one, two or three years upfront or during next 90 calendar days after the date of Maintenance termination. If the Maintenance was not prolonged during 90 days after its termination date, Licensee loses the right to purchase the Maintenance. Access to PACE Suite Support and Upgrade can be granted once again after purchase of the License.

The detailed terms of the Support and Upgrade, conditions of their termination and prolongation you may read and acknowledge at www.pacesuite.com.

PAYMENTS AND DELIVERY

You may pay license and/or subscription fee directly to Infopulse via official product web site, by means of meeting the invoice or to our authorized License resellers according to their payments conditions. Upon effecting a payment you will be provided with access code to the Software which you have chosen or to opted subscription.

PROPRIETARY RIGHTS AND CONFIDENTIALITY

Infopulse or its licensors retain all right, title and interest to the Software and all related intellectual property and proprietary rights. The Software is protected by applicable copyright, trade secret, industrial and other intellectual property laws. You may not remove any product identification, copyright, trademark or other notice from the Software. Infopulse reserves any rights not expressly granted to you. "Confidential Information" means all proprietary or confidential information that is disclosed to the recipient ("Recipient") by the discloser ("Discloser"), and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its financial information, software code, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts; and (ii) as to Infopulse, and its licensors, the Software. Confidential Information does not include information that Recipient can show: (a) was rightfully in Recipient's

possession without any obligation of confidentiality before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; (d) is independently developed by or for Recipient without use of the Confidential Information; or (e) is required to be disclosed by applicable law or court order. Recipient may not disclose Confidential Information of Discloser to any third party or use the Confidential Information in violation of this Agreement.

You acknowledge that any misuse or threatened misuse of the Software will cause immediately irreparable harm to Infopulse for which there is no adequate remedy at law. Accordingly, you agree that Infopulse IS entitled to immediate and permanent injunctive relief from a court of competent jurisdiction in the event of such breach or threatened breach.

PRIVACY AND DATA PROTECTION

By clicking on the "I ACCEPT" button or by copying, downloading, accessing or otherwise using the Software, you agree with the following: To the extent strictly necessary to provide End User with the Software or Maintenance Infopulse collects, uses and otherwise processes End User's data, including personal data, namely: your name, address, telephone, e-mail at Infopulse location (outside of EU) and End User consents to such processing of personal data by Infopulse for the purpose of enjoying license rights.

You are informed of your rights to obtain from Infopulse the information and access to your personal data, the rectification of inaccurate your personal data and its erasure free of charge. Infopulse shall provide End User with a copy of the personal data undergoing processing.

Upon End User's request or expiration of three years following the Maintenance termination where your personal data are no longer necessary in relation to the purpose for which they were collected or otherwise processed the data shall be erased or restricted of processing unless otherwise required for compliance with Infopulse legal obligation.

Infopulse hereof undertakes to comply with all applicable legal requirements regarding privacy and data protection. Following conclusion of this Agreement, Infopulse is entitled to use and store personal data for performance of this Agreement, including billing purposes, sending Maintenance notifications and for compliance with a legal obligation, which requires using and storage by law, to which Infopulse is subject.

APPLICABLE LAW

This Agreement will be governed by the laws of Norway and submit to the jurisdiction of the courts of Norway. This Agreement is not subject to the United Nations Convention on Contracts for the Sale of Goods.

WARRANTY

To the extent permitted by applicable law, the Software is provided to you "AS IS" without warranty, either express or implied, that Software usage will be uninterrupted and that all errors have been or can be eliminated from the Software. However Infopulse warrants to you that for a period of one (1) year the Software shall operate in substantial conformity with the Software documentation. Infopulse's sole liability (and your exclusive remedy) for any breach of this warranty shall be, in Infopulse's sole

discretion, to use commercially reasonable efforts to provide you with an error correction or workaround which corrects the reported nonconformity, to provide software upgrades with corrected errors for the upcoming software release or service pack or if Infopulse determines such remedies to be impracticable within a reasonable period of time, to terminate the Agreement and refund license fee paid for the Software. The limited warranty shall not apply to warranty claims arising out of or relating to: (a) use of the Software with hardware or software not required in the Software documentation; (b) to defects in the Software due to accident, abuse or improper use by you; or (d) to Software provided on a no charge or non-commercial trial use basis.

LIMITS ON LIABILITY

INFOPULSE IS NOT LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT, SUPPORT, THE SOFTWARE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST COMPUTER USAGE TIME, AND DAMAGE TO, OR LOSS OF USE OF DATA CONSIDERED AS INDIRECT LOSS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW. EXCEPT IN THE CASE OF INFRINGEMENT, INFOPULSE'S TOTAL LIABILITY FOR DAMAGES OF ANY KIND IS LIMITED TO THE AMOUNT PAID FOR THE LICENSE TO THE APPLICABLE SOFTWARE GIVING RISE TO SUCH DAMAGES.

TERMINATION

Infopulse may terminate this Agreement if (a) you fail to make payment and/or (b) you fail to comply with the terms of this Agreement within fourteen (14) days after receipt of written notice of such failure. Upon any termination of this Agreement or any License, you agree to immediately discontinue any use of the Software, de-install it and destroy the Software and copies of associated databases (if any), and any copies. Upon Infopulse's request, you will provide written certification of such compliance.

Copyright © 2018 by Infopulse Ukraine LLC. All rights reserved.