

AppFusions End User License Agreement (EULA)

Note: This Product License Agreement ("Agreement") defines the terms of AppFusions' Product licenses to the Licensee.

By accepting these terms of this agreement, you warrant that:

- you have authority to enter into this Agreement with AppFusions on behalf of the Licensee
- you have read the terms herein,
- and that, by purchasing the Product you, on behalf of the Licensee, agree to the terms of this Agreement

I. Definitions

AppFusions means AppFusions, Inc., a Wyoming USA Corporation.

Authorized Person means a licensed user of the Product for whom the Licensee has paid the License Fee to AppFusions

Authorized Use means the installation of the Product on a physical server located at the Authorized Site, and use of the Product by an Authorized Person at the Authorized Site for the Licensee's internal business purposes in accordance with the terms of this Agreement

Authorized Site means the business location of the Licensee

Product means the product purchased, including all updates to or for the Product provided by AppFusions to the Licensee

License Fee means the amount payable to AppFusions by the Licensee for the Product

Licensee means the person, company, organization or other entity on whose behalf you purchased the Product

Support Plan means the defined support program that applies to the Product as detailed in an AppFusions' Support Plan document if amended by AppFusions

Term has the meaning given in clause (XI) and includes any extension of the Term in accordance with clause (XI).

II. Grant of License

Subject to the terms of this Agreement, AppFusions grants to the Licensee a non-exclusive, non-transferable, non-sublicensable limited license to use the Product for the Authorized Use.

III. No Warranty

To the extent permitted by law, and subject to clause (V), the Licensee acknowledges and agrees that:

- 1) AppFusions gives no guarantee and makes no representation as to the correctness or completeness of the Product; and
- 2) the Product is provided on an "as is" basis without warranty, express or implied, of any kind or nature, including, but not limited to, any warranties of performance or merchantability or fitness for a particular purpose.

IV. Exclusion of Liability

To the extent permitted by law, and subject to clause (V), AppFusions will not be liable to any person for any loss, damage, cost, expense or other claim (including, without limitation, consequential damages and loss of profits) in relation to the Product including, without limitation, arising from or relating to:

- 1) any use or reliance on a Product by the person;
- 2) any errors in and/or omissions from the Product and/or any information contained in the Product); or,
- 3) any delay, interruption or other failure in the use or operation of the Product.

V. Implied Terms

If any law implies in this Agreement any term, condition or warranty which cannot be excluded or limited, then to the extent permitted by law, the liability of AppFusions for breach of any such term, condition or warranty is limited to:

- 1) in terms of goods, at AppFusions' option a) the re-supply of the goods, or of equivalent goods; or b) the payment of the cost of having the goods supplied again; and
- 2) in terms of services, at AppFusions' option a) the re-supply of the services; or b) the payment of the cost of having the services supplied again.

6. AppFusions' Obligations

AppFusions will provide the Licensee with basic technical support for the Product, as defined in the Support Plan if amended by AppFusions during the Term.

7. Licensee's Obligations

The Licensee must at all times:

- 1) ensure that it permits only Authorized Persons to use the Product and only for the Authorized Use at the Authorized Site in accordance with the terms and conditions of this Agreement;
- 2) install all updates and enhancements which AppFusions reasonably determines to be necessary to ensure the Licensee's continued and effective use of the Product;
- 3) immediately advise AppFusions in writing if the Licensee becomes aware of any unauthorized use of the Product by any person.

8. Unauthorized Use and Distribution

Where as a result of any deliberate or negligent act or omission by the Licensee, the Product is supplied to or used by any person (other than an Authorized Person) without the prior written consent of AppFusions, AppFusions will immediately have the right (in addition to any other right or claim that AppFusions may have against the Licensee) to retroactively charge the Licensee (in addition to the License Fee and any other fees paid or payable by the Licensee under or in relation to this Agreement) a fee equal to the License Fee multiplied by the number of persons to or by whom the Product has been supplied or used without the prior written consent of AppFusions (whether for gain or sale or otherwise).

9. Investigation of Unauthorized Use and Distribution

Where, after due investigation, AppFusions reasonably suspects that a Product has been supplied to or used by any person (other than an Authorized Person) without AppFusions' prior written consent, the Licensee must, on AppFusions' request, provide AppFusions with an unqualified certificate executed by the Licensee's auditor at the Licensee's cost specifying the total number and type of users of the Product so that AppFusions may ascertain whether it may exercise its rights under clause (VIII).

10. Licensee's Restrictions

Except to the extent that any laws prevent AppFusions from restraining the Licensee from doing so, the Licensee must not without the prior written consent of AppFusions (which may be withheld and which may include certain conditions, at AppFusions' discretion):

- 1) decompile, reverse engineer, disassemble, modify, adapt, create derivative works from, the Product or otherwise attempt to derive, the source code of the Product;
- 2) sell, redistribute, reproduce, transmit, circulate, disseminate, translate or reduce to or from any electronic medium or machine readable form the Product or any data/information provided to the Licensee through the Product to a person (except that nothing in this paragraph (b) is intended to prevent an Authorized Person undertaking Authorized Use at the Authorized Site);
- 3) use the Product to provide or operate Application Service Provider (ASP), service bureau, marketing, training, outsourcing, or consulting services, or any other commercial service related to the Product;
- 4) use the Product to develop a product which is competitive with the Product;
- 5) vary or amend the Authorized Use without AppFusions' prior written approval;
- 6) publish, promote, broadcast, circulate or refer publicly to the AppFusions name or logo, without the prior written consent of AppFusions;
- 7) commit any act or omission the likely result of which is that AppFusions' reputation will be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on AppFusions' interests; or
- 8) export the Product outside the country in which the Authorized Site is located. In addition, the Licensee acknowledges that the Product includes license protection mechanisms that are designed to manage and protect the intellectual property rights of AppFusions. Licensee must not modify or alter those features or otherwise attempt to defeat or circumvent the Product use rules that the license protection mechanisms are designed to enforce.

XI. Term

This Agreement is in effect from the date on which AppFusions provides notice to the Licensee of the license keys for the Product and will continue in full force and effect for a period of 12 months ("Term"), unless earlier terminated in accordance with clause (XII).

Subject to the Licensee's material compliance with the terms and conditions of this Agreement and the Licensee's payment of the then applicable additional License Fee, the Licensee may extend the Term for a further period of 12 months by providing one month's written notice to AppFusions.

After such further 12 month period, AppFusions may (but is not obliged to) allow the Licensee to extend the Term for a further period or further periods on terms to be agreed by the parties, including, without limitation, payment by the Licensee of additional License Fees.

XII. Termination

This Agreement may be terminated by either party if the other party commits a material breach, which includes, but is not limited to, a breach of any one of clauses (II), (VII), (VIII), (VIII), (X) or (XIII).

XIII. Intellectual Property

The Licensee acknowledges that the Product and all rights, title and interest, including intellectual property rights, in relation to the Product (including any trade marks contained in or on the Product) are the property of AppFusions and AppFusions is entitled to take whatever action it may decide in order to protect its rights, title and interest, including intellectual property rights, in relation to the Product.

The Licensee must not remove or alter any trade mark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Product. All rights not specifically granted in this Agreement, are reserved by AppFusions.

XIV. Publicity Rights

The Licensee grants AppFusions the right to identify the Licensee as a customer on AppFusions' website or other promotional material in relation to the Product.

Within thirty (30) days of the Licensee's written request, AppFusions will remove the Licensee's name from its website customer list and will make no further reference to the Licensee in any future material promoting Product without the Licensee's prior consent.

XV. No Assignment

This Agreement may not be assigned by the Licensee without the prior written consent of AppFusions.

XVI. Notices

A notice given by a party under or in relation to this Agreement will be deemed as having been given:

- 1) if sent by e-mail, at the time at which it is sent, unless an electronic message is delivered in response indicating that delivery of the e-mail has failed or has been delayed;
- 2) if sent by facsimile, upon production of a correct and complete transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient;
- 3) if sent by hand, when its delivery is confirmed by a signature on behalf of the recipient; and
- 4) if sent by post, on the third business day (or seventh business day if sent overseas) after posting

XVIII. Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to its subject matter. No understanding, arrangement or provision not expressly set out in this Agreement will bind the parties.

All correspondence, negotiations and other communications between the parties in relation to the subject matter of this Agreement which precede this Agreement are superseded by and merged in it.

XIX. Variation

This Agreement may not be varied except in writing signed by a duly authorized representative of each party.

XX. Waiver

The failure by AppFusions at any time to enforce any of its powers, remedies or rights under this Agreement will not constitute a waiver of such powers, remedies or rights or affect AppFusions' rights to enforce those powers, remedies or rights at any time.

XXI. Severability

If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

XXII. Governing Law

This Agreement is governed by the laws of the State of Wyoming, USA and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of United States of America.

(updated 9/4/2017)