

# Follow-Me End User License Agreement



*End User License Agreement between Follow-Me BV and Licensee with regard to any Follow-Me system.*

## Definitions

Capitalized terms used and not otherwise defined in this License Agreement (also referred to as 'Agreement') shall have the following meanings:

- 1.1 "Follow-Me software" means the Follow-Me software specified in the applicable order form.
- 1.2 "Hardware" means the hardware from Follow-Me, or owned or manufactured by third parties specified on an order form and purchased by Licensee with the Follow-Me software.
- 1.3 "Licensee" means the party identified as the licensee or customer on the order form.

By installing or otherwise using the included Follow-Me software, you agree to be bound by the terms of this License Agreement. If you do not agree to the terms of this License Agreement you are not authorized to use or install the Follow-Me software.

- a. License. Follow-Me hereby grants to Licensee the nonexclusive, nontransferable, non-sublicensable right during the term to install, display, operate and use the Follow-Me software, in object code only, and the documentation. Unless agreed otherwise between parties, Licensee is not entitled to updates or upgrades of the Follow-Me software.

YOU, the Licensee (either as an individual or an entity) MAY: (a) use the included Follow-Me software on a single Follow-Me system; (b) physically transfer the Follow-Me software from one Follow-Me system to another provided that the Follow-Me software is used on only one system at a time; and, (c) install a second copy of the Follow-Me software in the event that the first Follow-Me software installation is unusable.

YOU MAY NOT: (a) distribute copies of the Follow-Me software or any included documentation to others; (b) modify or grant sublicenses or other rights to the Follow-Me software; and (c) use the Follow-Me software in a computer service business, network, time-sharing, multiple CPU or multiple user arrangement without the prior written consent of Follow-Me BV.

This Agreement, including the license to use the Follow-Me software, will terminate automatically if you fail to comply with any term of condition of this Agreement.

- b. Ownership. This License is not a sale of the Follow-Me software or any firmware contained in Follow-Me system. Follow-Me and its licensors retain all rights, interest, title in and ownership of the Follow-Me software, firmware and documentation, including all intellectual property rights. No title to the intellectual property in the Follow-Me software and firmware is transferred to you. You will not acquire rights to the Follow-Me software and firmware except as expressly set forth above. The Follow-Me software may contain software of third-parties subject to additional terms. You, the Licensee, accept such other terms imposed by said third-parties, which can be found at the website of Follow-Me.
- c. No Reverse Engineering and Other Restrictions. You agree that you will not (and if you are a corporation, you will use your best efforts to prevent your employees and contractors from attempting to) reverse engineer, disassemble, compile, modify, translate, investigate or otherwise study the Follow-Me software or Follow-Me system (including, but not limited to any software, firmware, hardware components or circuits) in whole or in part.
- d. Compliance with Laws and Indemnification. You agree to use the Follow-Me software in a manner that applies to all applicable laws in The Netherlands, and in the jurisdiction in which you use the Follow-Me software, including all intellectual property laws. You may not use the Follow-Me software or firmware in conjunction with any device or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction. You agree to indemnify, defend, and hold harmless Follow-Me and its licensors from and against losses, damages, expenses, (including reasonable attorneys' fees), fines, or claims arising from or relating to any claim that the Follow-Me software or Follow-Me system was used by you to violate, either directly or indirectly, another party's intellectual property rights.

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- e. Limited Warranty on Hardware from Follow-Me. Follow-Me warrants that its own Hardware which is delivered with the Follow-Me software will be free from defects in materials and workmanship under normal use for a period of 1 year from the date of purchase. If a defect appears during the warranty period, return the purchased hardware or data carrier (drive/computer) to Follow-Me, for a free repair, or, at Follow-Me's discretion, you will receive a free replacement or a refund, as long as the Follow-Me software, documentation, accompanying hardware, and data carriers are returned to Follow-Me with a copy of your receipts. This Limited Warranty is void if failure of the Hardware has resulted from accident, abuse, or misapplication. Any replacement Hardware will be warranted for the remainder of the original warranty period. This warranty gives you specific legal rights and you may also have other rights which vary by jurisdiction.

Follow-Me is not responsible for and makes no warranties with respect to the Hardware owned or manufactured by third parties. Such Hardware from third parties is delivered "as is" and is covered by the warranty offered by the manufacturer or the related third party vendor.

- f. No Other Warranties. Notwithstanding the fact that Follow-Me will use commercially reasonable efforts to ensure the Follow-Me software functions normally, Follow-Me and its licensor(s) do not warrant that the Follow-Me software nor any third-party software embedded within the Follow-Me software are fault tolerant or error free. You expressly acknowledge that the Follow-Me software (incl. any third-party software embedded) and documentation are provided "as is". To the maximum extent possible under applicable law, Follow-Me and its licensors disclaim all other warranties, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement of third-party rights with respect to the Follow-Me software (incl. any third-party software embedded), the accompanying documentation or data carrier. Should the Follow-Me software (and/or any embedded software of third parties) prove defective, you (and not Follow-Me or its licensors or resellers) assume the entire cost of all necessary servicing, repair or correction. For all services and training activities Follow-Me is only responsible in as far as the trainees engage in activities in full conformity with and explicitly limited to the subjects covered in the specific training sessions.
- g. No Liability for Consequential Damages. In no event shall Follow-Me or its licensors be liable to you for any consequential, special, incidental or indirect damages of any kind arising out of the use of the Follow-Me software or Hardware, even if Follow-Me has been advised of the possibility of such damages. Follow-Me's liability for any claim, losses, damages or injury, whether caused by breach of contract, tort or any other theory of liability, shall not exceed the purchase cost of the applicable Follow-Me system. Some jurisdictions do not allow the exclusion of implied warranties or incidental or consequential damages, so the above limitation or exclusions may not apply to you.
- h. Export. You acknowledge that the laws and regulations of the involved countries (The Netherlands, and possible involved other countries) may restrict the export and re-export of the Follow-Me software and documentation. You agree the Follow-Me software will not be exported or re-exported without the appropriate Dutch or foreign government licenses. You also agree not to export the Follow-Me software (including over the Internet) into any country subject to Dutch, or other applicable embargo.
- i. Governing Law and Arbitration. This Agreement will be governed by the laws of The Netherlands and will be interpreted as if the agreement were made between Dutch residents and performed entirely within The Netherlands. All disputes arising from or in connection with this Agreement or involving use of the Product – a dispute being deemed to have arisen if one of the parties considers this the case - shall be settled exclusively by the competent court in The Netherlands to whose jurisdiction the parties hereby irrevocably submit.
- j. Entire Agreement. This is the entire agreement between you and Follow-Me and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No amendment or modification of this agreement will be binding unless in writing and signed by a duly authorized representative of Follow-Me.
- k. Government End Users. The Follow-Me software and its documentation were developed at private expense, and are commercial. If you are a Government agency or its contractor and their successors, as applicable, use, duplication or disclosure by the Government of the Follow-Me software and documentation is subject to the restrictions set forth in this Agreement.

All features, pricing and specifications subject to change without notice.