

HORIZON ON-PREMISE END USER LICENCE AGREEMENT (“EULA”)

BEFORE INSTALLING OR USING THE SOFTWARE, PLEASE READ THE TERMS OF THIS EULA CAREFULLY. ALL INTELLECTUAL PROPERTY RIGHTS SUBSISTING IN THE SOFTWARE, INCLUDING ANY DOCUMENTATION, ARE OWNED BY US. WE ARE WILLING TO LICENSE THE SOFTWARE TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL THE TERMS CONTAINED IN THIS EULA. BY USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS WE ARE UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU SHOULD NOT USE THE SOFTWARE. IN SUCH CASE YOU SHOULD IMMEDIATELY DELETE THE SOFTWARE FROM YOUR COMPUTER SERVERS, NOTIFYING US THAT YOU DO NOT WISH TO USE THE SOFTWARE.

1. DEFINITIONS

- 1.1 “The Software” means the “r2p Horizon On-Premise” software application covered by this EULA
- 1.2 “We”, “us” and “our” means r2p GmbH and its subsidiaries.
- 1.3 “You” means the individual or entity seeking to use the Software (the licensee).

2. LICENCE

- 2.1 This EULA contains the terms on which we permit you to use the Software.
- 2.2 You have no right of ownership of the Software. You only have the right to use the Software if the Software has been licensed to you by us or by our authorised distributor.
- 2.3 If you do not have a right to use the Software as set out above, you must not use it, or attempt to assign or grant any licence to anyone else. If you attempt to do so, you will be breaking the law and you may be subject to criminal proceedings.
- 2.4 We reserve the right to modify this EULA in our sole and absolute discretion. You will be notified of material changes to this EULA and given an opportunity to review the revised EULA before continuing to use the Software. You acknowledge and agree that the continued use of the Software after the EULA has been modified shall indicate your acceptance of these modifications.
- 2.5 Use of the licence is subject to payment of the annual licence fee.

3. GRANT OF LICENCE

- 3.1 If you have a valid right to use the Software as set out above, you may use the Software, providing the use falls within the permitted use set out below and for no other purpose.
- 3.2 Your Software licence is limited, non-exclusive and does not permit you to sub-license and is subject to the relevant service fees being fully paid up.

4. PERMITTED USE

- 4.1 This EULA only authorises you to use the Software on your owned computer equipment which must employ industry standard security software.

5. RESTRICTIONS AND LIMITATIONS ON USE

- 5.1 You may not, nor permit others to:
 - 5.1.1 rent, lease, re-sell, sub-license, assign, transfer or distribute the licence or the Software except as permitted by this EULA;

- 5.1.2 create derivative works based upon the Software or any part of it or remove, obscure or vary any proprietary notices on or in the Software;
- 5.1.3 attempt to access, read, extract, copy or replace the Software
- 5.1.4 translate, disassemble, decompile, reverse engineer, modify or otherwise tamper with the Software;
- 5.1.5 use the Software in violation of this EULA or any applicable law

6. PERSONAL DATA

- 6.1 Use of the Software is subject to using a username and password and you agree to protect and keep your user credentials confidentiality, and not to share or disclose such details to any third party.
- 6.2 You agree that you are fully responsible for all activity conducted under your user credentials and the security of the computer equipment upon which the Software is installed. If you suspect any unauthorized use of your user credentials, you must notify us and change your password immediately.

7. INTELLECTUAL PROPERTY

- 7.1 We own the copyright, trademark, trade names, patents and other intellectual property rights subsisting in or used in connection with the Software including all documentation (if any) and all other copies which you are authorised to make by this EULA.
- 7.2 Parts of the Software make use of open source code which are subject to the relevant licence terms, which are available on the r2p website under the Terms of Service (<https://www.r2p.com/terms-of-service/>).

8. WARRANTY

- 8.1 We do not warrant that this Software will meet your requirements or that its operation will be uninterrupted or error free. We exclude and expressly disclaim all express and implied warranties or conditions not stated in this EULA (including without limitation, loss of profits, loss or corruption of data, business interruption or loss of contracts), so far as such exclusion or disclaimer is permitted under the applicable law. This EULA does not affect your statutory rights.

9. LIABILITY

- 9.1 Nothing in this EULA shall exclude or limit our liability for fraudulent misrepresentation or for death or personal injury resulting from our negligence.
- 9.2 Our entire liability to you in respect of any claim whatsoever or breach of this EULA, whether or not arising out of negligence, shall be limited to the amount you paid for the Software in the preceding 12 months.
- 9.3 In no event shall we be liable to you for any damages, including loss of business, loss of opportunity, loss of data, loss of profits or for any other indirect or consequential loss or damage whatsoever arising out of the use of or inability to use the Software, even if we have been made aware of the possibility of such damages.

10. YOUR UNDERTAKINGS

- 10.1 Unless prohibited by applicable law you will indemnify and hold harmless us, our authorised distributor and affiliates of any of the foregoing for all damages, losses and costs (including but not limited to reasonable attorneys' cost and fees) arising out of your violation of this EULA.
- 10.2 You undertake:
 - 10.2.1 not to use the Software in violation of this EULA or applicable law,
 - 10.2.2 only to use the Software for the permitted use under clause 4, and
- 10.3 You are fully responsible for acts or omissions by any third party to whom you have granted access to the Software or any parts thereof.

- 10.4 You hereby expressly agree that we, in addition to any other rights or remedies which we may possess, shall be entitled to injunctive and other equitable relief without having to post bond or other security to prevent a material breach or continuing material breach of this EULA.

11. TERMINATION

- 11.1 We shall have the automatic sole right to terminate or suspend this EULA if you:

11.1.1 breach of any of its terms

11.1.2 destroy or attempt to interfere with the Software or

- 11.2 Upon termination, all rights you have to use the Software will cease and you must remove all Software from your computer equipment.

12. SEVERABILITY

- 12.1 If any provision of this EULA is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this EULA had been agreed with the invalid illegal or unenforceable provision eliminated.

13. ENTIRE AGREEMENT

- 13.1 This EULA contains the entire Agreement between us relating to the subject matter and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to the subject matter.

14. ASSIGNMENT

- 14.1 You may not assign this licence to any third party.

15. GOVERNING LAW AND JURISDICTION

- 15.1 This agreement shall be governed by and construed in accordance with the law of Germany and the parties submit to the exclusive jurisdiction of the courts of Germany.