

END USER

LICENSE AGREEMENT

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- 3.4. Upon an infringement of Ignatiuz's intellectual property rights, Ignatiuz shall be entitled to terminate this Agreement for cause with immediate effect, as per clause 10.2.

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- 4.1. By installing, copying, or otherwise using the App, the Licensee agrees to be bound by the terms of this EULA and the Privacy Policy that governs the use of the App.
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- 4.3. The Licensee acknowledges that the use of the App requires certain permissions within the Timesheet Pro 365 App environment.
- 4.4. Should the Licensee use the App, including any documentation, for another physical person or legal entity than Licensee, Ignatiuz is entitled to a penalty amounting to two times Ignatiuz list price for the unpaid End User license. The penalty shall be calculated in accordance with the list price of the End User license valid at the time Ignatiuz becomes aware of the unauthorized use of the App.
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- 5.2. The Subscription Fee paid by the Licensee includes free updates to the latest version of the App. The Licensee shall be able to upgrade to any newer versions of the App without paying any additional fee, till the time the Licensee's Subscription Period is active.
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- 8.5. Ignatiuz will use its best endeavors to remedy errors and defects which are reproducible in the most recent version of the App.
- 8.6. The actual scope and procedure for remedy of any errors or defects is at the free and independent discretion of Ignatiuz, who may remedy essential errors and defects by releasing an update of the App. Ignatiuz will remedy non-essential errors and defects to the extent Ignatiuz finds it necessary.

9. TECHNICAL SUPPORT:

- 9.1. Licensee acknowledges that the Licensee has thoroughly evaluated the App before paying the Subscription fee. Despite of this, if the Licensee faces any issues with installing or using the App, Ignatiuz shall, on its own discretion provide limited support to the Licensee.
- 9.2. The limited technical support shall be provided on email.
- 9.3. Ignatiuz shall understand the problem being faced by Licensee and assist with possible resolutions in form of step by step process, guide books, user manuals, FAQ's etc.
- 9.4. Ignatiuz may on its sole discretion offer phone support to the Licensee. The Licensee agrees that the phone support shall be limited to a maximum of five (5) sessions of maximum one (1) hour each during every Subscription Period.

10. TERMINATION:

- 10.1. The Licensee may terminate this EULA for the future at any time by ceasing the use of the App and promptly destroying and deleting all copies, including any documentation. The Licensee shall not be entitled to any refund of the license fee.
- 10.2. In the event that the Licensee fails to comply with any of the terms or conditions of this Agreement, Ignatiuz may terminate for cause the Licensee's right to use the App, including any documentation, at any time upon a written notice of 30 days. Upon such termination the Licensee must destroy and delete all copies of the App, including any documentation. The Licensee shall not be entitled to any refund of the license fee upon such termination.

11. LIABILITY OF THE LICENSEE:

- 11.1. General rules of United States law and International Copyrights are applicable to the Licensee's breach of contract. In the event of Licensee's breach of any of its obligations set out in this EULA, Ignatiuz shall be entitled to terminate this EULA with immediate effect.

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- 12.2. Ignatiuz shall not in any way be liable for circumstances related to the non-fulfilment of the Licensee's duties in respect of this EULA. In no event shall Ignatiuz be held liable for any damage resulting from loss of data, loss of profits or goodwill or other consequential damages. Ignatiuz's liability can under no circumstances exceed the license fee paid by Licensee for the active Subscription Period when the event arises, under the Agreement.

13. CHANGES OF THIS AGREEMENT:

- 13.1. Licensee may not under any circumstances deviate from or make changes to these terms and conditions without Ignatiuz explicit consent in writing.
- 13.2. Ignatiuz may make changes to the terms and conditions without notice to Licensee. All the changes made by Ignatiuz shall be defined in the "Amendments" section separately.
- 13.3. Licensee agrees that at any point of time, the Licensee's use of the App will be governed by all the provisions of this EULA including any amendments. It will be Licensee's responsibility to review the terms of this EULA including any amendments from time to time.

14. VALIDITY:

- 14.1. If any provision in this EULA is held to be illegal, invalid or unenforceable, such provision(s) shall nonetheless be enforced to the fullest extent permitted by applicable law, so as to reflect the original intent of the parties. Such provision(s) shall not affect the legality and validity of the other provisions in this EULA.

15. GOVERNING LAW AND DISPUTE RESOLUTION:

- 15.1. This EULA shall be governed and construed by United States law, and supersedes all prior and contemporaneous oral and written proposals and communications respecting the subject matter hereof.
- 15.2. The Parties will use all reasonable efforts to solve any controversy that may arise from this EULA amicably at senior management levels of both parties. Disputes that cannot be settled amicably shall be settled at The Court of Common Pleas of Chester County, Pennsylvania.

16. INTERPRETATION:

- 16.1. If any provision of this EULA is held illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed separable from the remaining provisions of this EULA and shall not effect or impair the validity or enforceability of the remaining provisions of this EULA.