

END USER LICENSE AGREEMENT

IMPORTANT

PLEASE READ CAREFULLY THE FOLLOWING END USER LICENSE AGREEMENT (THE "AGREEMENT") BEFORE USING THE SOFTWARE PROVIDED BY US. BY CLICKING THE "I AGREE" BUTTON (OR ANY SIMILAR BUTTON), YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" BUTTON (OR ANY SIMILAR BUTTON) AND THE INSTALLATION PROCESS WILL NOT BEGIN, OR DO NOT USE OR INSTALL THE SOFTWARE. DO NOT SELECT "I AGREE" OR INSTALL OR USE THE SOFTWARE UNTIL YOU HAVE CAREFULLY READ, UNDERSTOOD, AND AGREED TO THIS AGREEMENT. FURTHERMORE, YOU HEREBY WAIVE ANY RIGHTS OR REQUIREMENTS UNDER ANY LAWS OR REGULATIONS IN ANY JURISDICTION, WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. THE TERMS OF THIS AGREEMENT CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU, OR THE COMPANY ON WHOSE BEHALF YOU ARE INSTALLING THE SOFTWARE, ("YOU") AND THE DEVELOPER OF SOFTWARE ("Company" or "we") WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION RELATING TO THE SUBJECT MATTER OF THESE TERMS.

1. **DEFINITION:**

- i. SOFTWARE: Shall mean and include PassWhisper

- ii. COMPANY: Shall mean SoftElements with official address Stanleystraat 3, 4562AT Hulst, Netherlands.
- iii. USER: Shall mean and include the end user who would be using the software provided by the Company.

2. **LICENSE**

Company grants you a non-transferable, non-exclusive, non-sublicensable, royalty-free and fully paid, worldwide right and license to reproduce (solely to install and execute) the Software on one of your computers, in executable object code format only, for your personal, non-commercial use only, subject to the terms and conditions of this Software License. You are permitted to download the Software multiple times in order to install the Software on multiple computers, provided that you agree to the terms and conditions of this Software License each time you download the Software.

3. **SERVICES**

That upon the installation of the software on your computer you would get the following services from the Company:

- i. Store login information including passwords at “the cloud”
- ii. Store important documents at “the cloud”
- iii. Store things to remember at “the cloud”
- iv. Store personal and company information at “the cloud”
- v. Encrypt this information with EAS256, user can unlock this information with their master password or RSA key
- vi. Providing software and website to access this information
- vii. Providing daily backup for this important information

4. **RESTRICTIONS**

You may not modify, make derivative works of, copy, reproduce, publish, or reverse engineer the Software, except in the case of reverse engineering, only to the extent required by applicable law. You may not license, sell, transfer, distribute, rent, lease or otherwise transfer or exploit rights to the Software. You may not use the Software in any manner that could damage, disable, overburden or impair the Company, nor may you use the Software in any manner that could interfere with any other party's use and enjoyment of the Software. You agree that you will use the Software for lawful purposes and only in compliance with all applicable laws, including but not limited to copyright and other intellectual property laws. Your right to use the Software will terminate immediately if you violate any provision of this Software License. Upon termination, you may no longer use the Software.

5. **INTELLECTUAL PROPERTY**

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6. **TERM AND TERMINATION**

The license is effective until terminated by you or by Company. This license may also be automatically terminated upon termination of applicable Company's license/s by its Licensors. Your rights under these Terms will terminate automatically without notice from Company if you fail to comply with any term(s) of these Terms. Upon termination of the licenses granted hereunder, you shall cease all use of the licensed Software and destroy all copies, full or partial, of the licensed Software.

The provisions in the paragraphs above labeled LICENSE, RESTRICTIONS, INTELLECTUAL PROPERTY; COPYRIGHT PROTECTION, NOTIFICATIONS, THIRD-PARTY MATERIALS, WARRANTY DISCLAIMER, LIMITATION OF LIABILITY, RESOLUTION FOR DISPUTES, LAW AND FORUM FOR DISPUTES and MISCELLANEOUS will survive any termination of these Terms.

7. **NOTIFICATIONS, THIRD-PARTY MATERIALS**

The Software may enable access to third-party services and websites ("External Services"). In addition, you acknowledge that Licensors may use certain features and/or monetization tools that display certain information and content to you while using the Softwares including without limitation systems updates, service announcements, administrative messages regarding the service, advertisements, coupons, sponsored messages, photographs, graphics and information about the Softwares. You understand that by using the Software and/or any of the External Services, you may be exposed to content from a variety of sources, and that neither Company nor Licensors are responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content. You may be exposed to content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Company or Licensors with respect thereto.

8. **WARRANTY DISCLAIMER**

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9. **LIMITATION OF LIABILITY**

Under no circumstances shall Company or the Company Licensors be liable to any user on account of that user's use or misuse of the Software. Such limitation of liability shall apply to prevent recovery of indirect, incidental, consequential, special, exemplary and punitive damages, whether such claim is based on warranty, contract, tort (including negligence) or otherwise (even if Company or the Company Licensors have been advised of the possibility of such damages). Such limitation of liability shall apply whether the damages arise from use or misuse of and reliance on the Software, from the performance or misperformance of the Software, from inability to use the Software, or from the interruption, suspension or termination of the Software (including such damages incurred by third parties). Such limitation shall apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by law. Some states or other jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitations and exclusions may not apply to you. Company's aggregate cumulative liability under this Software License shall not exceed the amounts paid by you for the Software (if

any).

10. INDEMNIFICATION

You agree to indemnify and hold harmless Company, the Company licensors and their subsidiaries, affiliates, joint ventures, suppliers, officers, directors, shareholders, employees and agents, from any liability, cost, expense, or claim or demand made by any third party, due to or arising directly or indirectly out of your conduct or in connection with your use of the Software or its features, any alleged violation of this Software License, or any alleged violation of any applicable law or regulation. Company and the Company licensors reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, but doing so shall not excuse your indemnity obligations.

11. SOFTWARE AND POLICY UPDATES

Company may amend this software from time to time, upon notice to you, which may be sent by email. Your continued use of the software after that time shall constitute your acceptance of the amended Software License. We may automatically update or modify the software from time to time at its discretion. You may not be able to use the Software or other services offered on the Software if you do not have the latest version of or updates for the Software installed.

12. EXPORT CONTROLS

You acknowledge that the Software may be subject to international rules that govern the export of software. You agree to comply with all applicable international and national laws that apply to the Software as well as end-user, end-use and destination restrictions issued by national governments.

13. SUSPENSION AND TERMINATION OF ACCOUNTS

We reserve the right to suspend, temporarily restricts, limit, alter or modify user accounts or services under following conditions-

- (i) When Company or its representatives sincerely believe that or suspect that your activities are in violation of our End User License Agreement and any related rule or guidelines released by us at any point of time.
- (ii) When Company or its representatives sincerely believe that or suspect that when your activities directly threaten or harm the commercial or any related interest of Company or associated companies.
- (iii) When Company or its representatives sincerely believe that or suspect that your activities on our website may give rise to legal disputes or liabilities for Company or any associated or sister companies.
- (iv) When your activities in past have created or invited legal liabilities for Company or any associated or sister companies.
- (v) When Company or its representatives sincerely believe that or suspect that your activities on our website have infringed the intellectual property of third parties without their consent.
- (vi) In suitable situations, when we have proof that you have indulged in repeat infringement of intellectual property of third parties.
- (vii) When Company or its representatives sincerely believe that or suspect that your activities that include a dispute with another user have tarnished or might tarnish the images and goodwill of the website.

Nothing in this section shall limit our options before law or other legal remedies.

14. FORCE MAJEURE

Except with regard to payment obligations, either party shall be excused from delays in performing or from failing to perform its obligations under this Contract to the extent the delays or failures result from causes beyond the reasonable control of the party, including, but not limited to: failures or default of third party software, vendors, or products; acts of God or of the public enemy; Netherlands - Zeeland or foreign

governmental actions; strikes; communications, network connection, or utility interruption or failure; fire; flood; epidemic; and freight embargoes.

15. **FOREIGN JURISDICTION**

The services of Company are available globally. By agreeing to our policy, you warrant that it is completely legal to use our services and website in your country. It is the duty of the user to verify any potential violation. The user agrees to indemnify Company associated or sister companies, employees, agents or any related individual or organization for any liability it might incur in a foreign jurisdiction. Our services shall not be deemed to constitute an offer to sell or serve in countries where it is illegal to do so.

16. **RELATION OF THE PARTIES**

The performance by Company of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between Company and user, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

17. **RESOLUTION OF DISPUTES**

If a dispute arises between you and Company, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Company agree that we will resolve any claim or controversy at law or equity that arises out of this Software License or our services (a "Claim") in accordance with one of the paragraphs below or as you and we otherwise agree in writing. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

18. GOVERNING LAWS AND JURISDICTION

This Software License shall be governed in all respects by the laws of Netherlands without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. You agree that any claim or dispute you may have against Company must be resolved by a court located in Netherland – Zeeland ,except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within Breda, Netherland for the purpose of litigating all such claims or disputes.

19. ARBITRATION OPTION

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

20. IMPROPERLY FILED CLAIMS

All claims must be resolved in accordance with this Resolution of Disputes Section. All claims filed or brought contrary to the Resolution of Disputes Section shall be considered improperly filed. Should you file a claim contrary to the Resolution of Disputes Section, Company may recover attorneys' fees and costs up to \$1,000, provided that Company has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

21. **MISCELLANEOUS PROVISIONS**

If for any reason a court of competent jurisdiction finds any provision or portion of this End User License Agreement to be unenforceable, the remainder of the End User License Agreement will continue in full force and effect. This End User License Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. To the extent that there is a conflict between the terms of this End User License Agreement and the terms of the Company's Privacy Policy or Company's Terms of Service, this End User License Agreement shall have precedence as to the subject matter of this End User License Agreement. Except as otherwise provided above, any modifications of this End User License Agreement must be in writing and agreed to by both parties. Any waiver of any provision of this End User License Agreement will be effective only if in writing and signed by Company.

22. **ELECTRONIC AGREEMENT**

You understand and agree that we transact with our users electronically and, therefore, we may provide you with required notices and terms electronically, either by sending you an e-mail to the address that you have provided to us, or by posting a notice on the appropriate Web page. By using our service or registering with us, you represent that you have the necessary equipment, software and Internet access to read, review, print and store any terms or notices that we provide to you. Your affirmative acts of either (i) accessing and using our software and/or (ii) registering with us, and/or (iii) providing a Submission, constitutes your electronic signature to this Agreement. You acknowledge that these Terms may not be denied legal effect or enforceability solely because this Agreement was formed electronically.

23. **CONTACT US**

We are always there to help you at support@passwhisper.com. You can send us notices or any other communication at support@passwhisper.com.