

# SITEREMOTE.net (TM)

## Software License & Usage Agreement as of 05/2018

Copyright (c) 1996-2018  
PROVISIO-All Rights Reserved

IMPORTANT: THIS LICENSE AGREEMENT IS A VALID CONTRACT BETWEEN YOU (INDIVIDUAL OR LEGAL ENTITY) AND PROVISIO GmbH (COLLECTIVELY "PROVISIO"), GERMANY, FOR SITEREMOTE AND OTHER COMPONENTS OWNED BY PROVISIO. READ IT CAREFULLY BEFORE COMPLETING THE REGISTRATION PROCESS AND USING SITEREMOTE. IT PROVIDES A LICENSE TO USE SITEREMOTE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY CHECKING THE BOX 'I accept the terms' AND USING SITEREMOTE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SERVICE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT REGISTER AN ACCOUNT ON THE SERVER.

The object of this agreement between users and PROVISIO GmbH is to set forth the terms for using SiteRemote Server. By registering with the SiteRemote system you acknowledge and confirm that you have read and agree to these terms.

### § 1 OBJECT

1. PROVISIO operates a server-based remote management solution for client machines named SiteRemote on a website at <http://www.siteremote.net/>. SiteRemote comprises a variety of services which may be included in the subscription or billed separately depending on the services you have chosen. Please consult PROVISIO or your dealer for information on pricing and the scope of service. Physical location of the server is Germany.
2. PROVISIO provides you with access to the SiteRemote server for the purpose of using the information and tools available on the server for a fee. This license agreement shall therefore be considered a legally binding contract between you (as a natural or legal person) und PROVISIO concerning the use of the SiteRemote system. The SiteRemote system shall comprise the Internet application, the tools and the data (closed user group). By registering with the SiteRemote system on the Internet, you indicate that you have read and understood this license agreement and agree to be bound by its terms and conditions. If you do not accept the terms and conditions of this license agreement, you shall not be authorized to use the SiteRemote remote management system.
3. PROVISIO reserves the right to add services and amend, delete or improve the services subject to this contract. PROVISIO shall also be authorized to reduce services, in particular with regard to the provision of data and data sets available on the server. If such reduction in services results in an imbalance between paid service and fees, which may be considered to be more than insignificant, you shall be entitled to an appropriate reduction in fees. Should the parties fail to agree to such a reduction, each party may terminate this agreement on written notice.
4. PROVISIO shall be given the right to terminate at any time and without prior notice all free services provided by the SiteRemote server system. Any termination of these services shall not entitle you to any reimbursement, refunds, compensation or damage claims.
5. PROVISIO may alter or amend this agreement after giving notice. Unless you object in writing to the terms and conditions altered within two weeks after the receipt of the notification of change from PROVISIO, these alterations shall take effect in accordance with the notification of change. If you object within the given period of notice, PROVISIO may terminate the contract at the point in time at which the altered conditions are to take effect. Any objection on your part shall be in writing.

### § 2 DATA PROTECTION

1. SiteRemote shall not be usable prior to registration. All personal data including your email address stored by PROVISIO in the course of the registration process shall not be made available to any third parties and shall be stored on protected servers in Germany. You shall at all times be able to edit and delete your personal information stored in your user profile. Access to the server shall be granted only to authorized personnel, who are entrusted with the commercial, technical, and editorial administration and supervision of the server.

### § 3 COPYRIGHT

1. All content (data, files, translations, graphics and layouts), processes and procedures on PROVISIO's server is protected by copyrights, trademarks, trade secrets, or other proprietary rights. The product is licensed as a service, not sold.
2. PROVISIO shall grant you the non-exclusive, non-transferable right to use the modules, information, and data released on the SiteRemote server system for your purposes only. Authorization shall not include any rights in the application, the contents or the data themselves. Authorization and all data and information may not be transferred or assigned. Any translation, reverse development, decompilation, disassembly or any other transformation is explicitly prohibited. However, you may export/print data to the extent allowed by the program.
3. PROVISIO, SiteKiosk, SiteRemote and SiteCaster are registered trademarks of PROVISIO GmbH, Germany and PROVISIO, LLC, USA. Microsoft, Windows and the Windows logo are registered trademarks of Microsoft Corp., USA. All other mentioned hardware and software products or product descriptions are trademark and copyright protected and the sole property of their respective companies.

4. You shall be responsible for all content and data entered into and/or uploaded to the system while the copyright remains with you. In case you don't own the copyright to the uploaded content you agree that the owner of the copyright to these contents has granted you the right to publish these contents through the SiteRemote system.
5. You grant PROVISO the non-exclusive right to publish the content under a SiteRemote Team Account for an unlimited period of time. PROVISO shall not be liable for any damage caused by files you upload and/or install via the SiteRemote server.

#### **§ 4 USAGE FEES**

1. You shall pay a usage fee to PROVISO or a corresponding PROVISO branch (dealership) for the services stated under 1. (OBJECT). Please contact PROVISO or your PROVISO reseller for current pricing information.
2. Should you default on your usage fee payment, PROVISO shall be entitled to block access to the SiteRemote server system immediately.
3. Usage fees shall be based on the number of clients registered with the system. Although PROVISO may activate more clients than you are entitled to use, PROVISO shall have the right to deactivate these voluntarily activated clients again at any time.

#### **§ 5 VALIDITY AND TERMINATION**

1. The contract - the subscription to the SiteRemote system - shall begin with the account activation in the SiteRemote system and shall be valid for the license validity period, for the trial period or for an undefined period of time.
2. Unless otherwise specified, either party may terminate the contract within one (1) week's notice, prior to the end of the quarter if the time period is undefined. Notice of termination of the contract shall be in writing and may also be submitted by E-mail to [contact-europe@provisio.com](mailto:contact-europe@provisio.com) or [contact-america@provisio.com](mailto:contact-america@provisio.com).
3. PROVISO may terminate the contract without notice if any payments due are in default. PROVISO reserves the right to take further legal action.
4. PROVISO shall reserve the right to terminate this agreement or deny access to the system for reasons such as non-compliance with any term of this agreement.

#### **§ 6 CUSTOMER OBLIGATIONS AND COMMITMENTS**

1. Customers shall be obliged to handle all data and data collections stored on the SiteRemote system properly.
2. Proper handling shall include, but not be limited to the following:
  - Avoidance of any kind of improper use
  - Avoidance of illegal or unlawful acts
  - Avoidance of contempt of legal regulations
  - Compliance with all legal and regulatory matters relating to this contract
  - Avoidance of interference with the private matters of any third party
  - Avoidance of endangering the confidentiality of this agreement
  - Avoidance of endangering the security precautions of the system
  - Avoidance of any acts or statements considered to be in opposition to good manners and public moral
  - Immediate written notification of PROVISO of any noticeable defects and damages
  - Avoidance of all actions that might endanger data security
  - Obligation to maintain confidentiality regarding password and access procedures or the related data
3. You shall be required to treat the user name/password combination confidentially and shall not pass on this combination to any third party. PROVISO shall be notified in any event of suspected misuse of the access data.
4. Failure to comply with these obligations shall entitle PROVISO, after issuing an unsuccessful reminder, to terminate this contract immediately upon written notice. PROVISO shall also reserve the right to take further legal action.

#### **§ 7 LIABILITY**

1. PROVISO shall not be liable for damages caused by unavailability of service, positive breach of contract, fault upon conclusion of the contract and consequential damages caused by defects or unlawful acts, unless they were caused by gross negligence or by negligence of persons for whom PROVISO is responsible.
2. Although PROVISO will create backup copies of the data stored on the server, no guarantee shall be given against total loss of data. In any case, PROVISO's maximum liability for a total loss of data shall be limited to the amount equal to the maximum usage fees paid during the previous month, unless PROVISO acts in gross negligence or intentional misconduct. Data will be deleted after a certain time period according to our company policy. Please note that we cannot guarantee availability of log files beyond 90 days even though PROVISO usually saves log files on the server for a much longer time period. Customers may export the log files through their account to backup data.
3. The SiteRemote system provides information and programs intended to assist professional users in generating reports, fixing any client defects and malfunctions and in ensuring reliable performance of the clients. PROVISO provides for constant updates and revisions of the data and programs stored on the SiteRemote server system. PROVISO shall not be liable for the information and data, in particular, their completeness, accuracy or currency, nor their sustainability for any particular purpose. The final decision about the use of SiteRemote shall be in the responsibility of the user. PROVISO shall not be liable for any damages of costs arising out of the information displayed in SiteRemote.

4. PROVISIO shall not be liable for any damage-causing events that fall into the responsibility of the corresponding service provider.
5. PROVISIO shall not be liable for any loss, damage or delay caused by acts of God, public authorities acting with actual or apparent authority, strikes, labour disputes, breakdown of communicative devices or gateways operated by other providers, as well as failure of services provided by other suppliers or network providers.
6. PROVISIO does not assume liability for lost revenues, loss of profit, damage to or the loss of data as well as any damage resulting thereof, especially phone costs, communication costs or provider costs except in the event that PROVISIO acted in a grossly negligent way or intentionally, or bodily harm is subject matter of the damage event and as far as this is applicable by law.
7. PROVISIO will not reimburse for any phone charges, connection fees or other costs occurring in conjunction with the usage of our SiteRemote services or software.
8. PROVISIO shall not be required to pay any reimbursement in the event of any breakdowns due to failures that lie outside of PROVISIO's control.
9. In the event of liability on the part of PROVISIO, maximum liability shall be limited to one monthly fee, unless PROVISIO acts in gross negligence or intentional misconduct.
10. Please note that your PC will need to meet minimum requirements for the use of SiteRemote server. For details please visit <http://www.siteremote.com/>
11. Occasionally, certain maintenance operations will need to be performed and programs and database entries will need to be updated on the SiteRemote server. SiteRemote server may not be available during these times. PROVISIO shall always do its best to reduce downtime to a minimum and to limit maintenance operations to times when the system usage is low. Please note, however, that you shall not automatically be entitled to reimbursement of usage fees in the event of a server-down situation unless PROVISIO acts in gross negligence or the servers are down for more than 20 percent of the potential monthly usage time. In either of the latter events, PROVISIO shall reimburse you according to the time you were unable to use the service upon a corresponding request by email.
12. Both parties understand that currently available technology does not allow the development of Internet software and applications that will work flawlessly in all environments. The object of this contract is therefore only a software application that can be used in accordance with the program's description and its manual. This holds true in particular for the compatibility with other browsers. SiteRemote was developed to be compatible with Microsoft's Internet Explorer 8.0. Older or future version of this software may be incompatible.

#### **§ 8 NOTE CONCERNING TELESERVICES ACT**

1. Links to third party websites are provided for user convenience and information only. As the content on a linked website is beyond PROVISIO's control being the operator, PROVISIO shall not be responsible for the content on linked websites, including any further links contained on a third party website. Only when the operator discovers or is made aware by others that specific web content, to which it has provided a link, establishes civil or penal liability, shall the operator block this content insofar as this is technically feasible and can reasonably be expected. Technical feasibility and reasonable expectation shall not be affected by the fact that access to the illegal or criminal content may still be possible from other servers despite the operator having disabled access to it from its own website. Although the operator examined the third-party content when it was first linked to determine whether it would establish liability under civil or criminal law, the operator shall not be obliged to continuously monitor the third-party content which it has linked on its website for alterations that may give new grounds for liability.

#### **§ 9 USE BY THIRD PARTIES**

1. The use of the SiteRemote system shall be restricted to customers and staff of PROVISIO. Use by third parties shall be expressly prohibited unless written permission is granted by PROVISIO.
2. If PROVISIO permits the usage of SiteRemote by third parties upon your request, you shall ensure the compliance with this contract by the third party.

#### **§ 10 GENERAL**

1. This agreement shall be considered a legally binding agreement in accordance with the laws of the Federal Republic of Germany governing this agreement without giving effect to principles of conflict of laws; UNCITRAL provisions (UN-LAW) do not apply in any form. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts sitting in GERMANY, State of NRW or the local courts in the CITY OF MUENSTER, GERMANY - seat of PROVISIO GmbH. In each case this agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.
2. If any term of this contract is held invalid, illegal or unenforceable, the validity, legality or enforceability of every other term and condition remain valid and enforceable to the fullest extent of the law and the parties shall agree on a substitute term that is legal and enforceable and is as nearly possible consistent with the intention underlying the original term.
3. No subsidiary agreements shall be concluded. Amendments and supplements of this agreement are subject to a written form requirement. Such shall apply also to the abrogation or modification of this written form requirement. Insofar as written form requirement is agreed upon, simple text form or electronic transmission shall not qualify.
4. SiteRemote Server uses NLog which is copyrighted (c) by Jaroslaw Kowalski (jaak@kowalski.net)  
SiteRemote Server uses SharpZipLib which is copyrighted (c) by Mike Krueger (mike@icsharpcode.net).  
SiteRemote Server uses some features of FFmpeg, <http://ffmpeg.org>.  
SiteRemote Server uses Cassini WebServer (<http://cassinidev.codeplex.com/>)

SiteRemote Server uses MongoDB (<https://www.mongodb.org/>)  
SiteRemote Server uses ejabberd XMPP server (<http://www.ejabberd.im>)  
SiteRemote Server uses parts of the Mono class library which is copyrighted (c) by Ximian, Inc.  
SiteRemote Server uses libsodium (<https://github.com/jedisct1/libsodium>)  
SiteRemote Server uses libsodium-net (<https://github.com/adamcaudill/libsodium-net>)  
SiteRemote Server uses MonoTorrent (<http://www.monotorrent.com/>)  
SiteRemote Server uses SQLite (<https://www.sqlite.org>)  
SiteRemote Server uses CPUID SDK (<http://www.cpuid-pro.com/>) by Franck Delattre ([franck.delattre@gmail.com](mailto:franck.delattre@gmail.com))  
SiteRemote Server uses Ajax File Browser (<http://www.webdavsystem.com/>)  
SiteRemote Server uses jQuery (<https://jquery.com/>)  
SiteRemote Server uses jQuery-UI (<https://jqueryui.com/>)  
SiteRemote Server uses jQuery-placeholder (<https://github.com/mathiasbynens/jquery-placeholder>)  
SiteRemote Server uses Leaflet, a JavaScript library for mobile-friendly interactive maps. <http://leafletjs.com>  
SiteRemote Server uses Microsoft.Linq.Dynamic.dll (<https://github.com/kahanu/System.Linq.Dynamic>)  
SiteRemote Server uses Microsoft.Win32.TaskScheduler.dll (<https://github.com/dahall/taskscheduler>)  
SiteRemote Server uses FluentValidation (<https://github.com/JeremySkinner/FluentValidation>)  
SiteRemote Server uses Validation (<https://github.com/AArnott/Validation>)  
SiteRemote Server uses DotNetOpenAuth (<http://dotnetopenauth.net/>)  
SiteRemote Server uses Json.NET (<https://www.newtonsoft.com/>)