

**LICENSE AGREEMENT**  
Concerning the WebProof product group

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WebProof A/S  
Raadhushpladsen 16  
DK-1550 Copenhagen  
Denmark  
(hereafter "WP")

and

Enduser  
(hereafter the "Subscriber")

Last updated: January 1, 2015

**General License Agreement for all WP Products**

WP and Subscriber agree to the following concerning ASP/SaaS Service for WebProof (hereafter "WebProof"):

**Definitions**

"Customer" means the person who orders the WebProof and has ownership and control rights and obligations for the WebProof. "Customer Data" means all supporting data files and data structures provided by the Subscriber for its WebProof.

" WebProof" means renting the server space and service according to confirmation of order.

"Physical Server" means the serving computers, hardware and operating system, and software necessary to operate and support the WebProof in accordance with this Agreement.

**1. Scope of Services**

WP will provide the Subscriber with the following specific services:

- 1.1 Physical Server Hardware and Software Services. WP will provide the Physical Servers and other computer and operatingsystem-software to operate and support the WebProof in a manner acceptable in the industry. The actual hosting-service includes: 99,7% uptime over 3 months equal about 5 minutes downtime/24 hours in average,daily disk-to-disk backup, backup on another physical address, SSL transmission lines 128 bit encrypt, when wanted and hard- and software firewall.  
Although WP will make reasonable efforts to protect and backup data for the Subscriber on a regular basis. WP is not responsible for the original Customer Data residing on the HOSTING. The Subscriber is ultimately and solely responsible for the backup of the original Customer Data, which copies are stored on the Subscribers Hosting-Space.
- 1.2. Physical Server Set-Up and Updating. WP will configure the WebProof according to confirmation of order.
- 1.4. Physical Server Connection and Access. WP will provide connection of the WebProof to the Internet, including all telecommunications equipment and connections for the WebProof to provide public access on a 24-hour-a-day, 7-day-a-Week basis, with the exception of scheduled maintenance downtime. WP will use the best efforts to provide uninterrupted Physical Server Connection and Access, except for scheduled maintenance downtime and any interruption to Physical Server Connection and Access beyond our control caused by, for example, acts of nature, third-party equipment or transmission failures, or security breaches.
- 1.5. Maintenance Services. WP will perform maintenance services as WP determine reasonably necessary to maintain the continuous operation of the WebProof. The Subscriber agree to periodically-scheduled maintenance downtime periods. WP will provide prior notice of the maintenance downtime, except when circumstances beyond the WP control limit the WP ability to do so.
- 1.6. Hardware, Equipment and Software. The Subscriber is responsible for and must provide all telephone, workplace-computer, workplace-hardware and workplace-software-equipment and services necessary to access the WebProof. By using WebFlow this software has to be installed locally by the customer. The nessassary windows-hardware, operating-system and other additional equipement is not included in the montly WebProof -fee and has to be provided by the customer.

**2. Compensation and Payment**

- 2.1. The suggested List Prices and payment terms for licenses to the Products are set forth in the confirmation of order.

**LICENSE AGREEMENT**  
Concerning the WebProof product group

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3. Representations and Warranties

WP's obligations under this Agreement are conditioned upon the following representations and warranties:

- 3.1. Compliance with Law. The Subscriber represent and warrant that the Subscriber will comply with all applicable state and federal laws in the Subscriber performance of this Agreement and in the use and operation of the WebProof, including laws governing technology, software and trade secrets.
- 3.2. Authority to Contract. The Subscriber represent and warrant that the Subscriber have full authority and right to enter into this Agreement and that there are no conflicting claims relating to the rights granted by this Agreement.
- 3.3. Non-Infringement. The Subscriber represent and warrant that the Subscriber performance of this Agreement and providing the webservice, including the software or data files, shall not infringe the intellectual property or other proprietary rights of any third party.
- 3.4. WPs Performance. WP represent and warrant that WPs services shall be performed in a professional and workmanlike manner, and the computer servers will be operated in accordance with our obligations as defined by this Agreement.
- 3.5. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED ABOVE, WEBPROOF MAKE NO WARRANTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, AND ALL SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT.

4. Liability

- 4.1. Neither WP, WPs employees, affiliates, agents, third-party information providers, merchants, licensors or the like, warranty that WPs service will not be interrupted or error free; nor do WP make any warranty as to the results that may be obtained from the use of our service or as to the accuracy, reliability or content of any information serviced or merchandise contained in or provided through our service, unless otherwise expressly stated in this Agreement.
- 4.2. Under no circumstances, including negligence, will WP, WPs officers, agents or anyone else involved in creating, producing or distributing WPs service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use WPs service. WP will further not be liable for results from mistakes, omissions, interruptions, deletions of files, errors, defects, delays and operation, or transmission or failure of performance whether or not limited to acts of nature, communication failure, theft, destruction or unauthorised access to WPs records, programs or services. The Subscriber acknowledge that this paragraph shall apply to all content on WPs WebProof .
- 4.3.1. The Subscriber exclusive remedy for all damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) will not (a) exceed the actual EURO amount which the Subscriber paid during the 6-month period prior to the date the cause of action arose, or (b) include any incidental, consequential, extemporary or punitive damages of any kind, including without limitation, loss of data, file, profit, good will, time, savings or revenue.

5.0 Term and Termination

The following describes the effective date, duration and methods of termination.

- 5.2. Effective Date. The Effective Date of this Agreement is the Customer ordering date.
  - 5.2. Duration. This Agreement will commence on the Effective Date and continue on a six to six month basis, unless 3 month of prior written notice of cancellation is given or other written agreements.
  - 5.3. Contract Length and Cancellation. When starting up the contract there is irrevocability the first 3 month, where after there is a term of notice on 3 month, which has to be delivered written at the end of a month. In the event the Subscriber cancel the Subscriber service no portion of the Subscriber payment is refundable. In the event the Subscriber upgrade from one product to another WP retain the right to charge the Subscriber an administrative fee and deduct the administrative fee from the subsequent, future periods' Service Fees before refunding them to the Subscriber.
  - 5.4. Termination for Convenience. Subject to Section 3.3, the Subscriber may terminate this Agreement at any time for the Subscriber convenience by providing WP with advance written notice; however, no portion of the Subscriber payment is refundable under this section.
  - 5.5. Breach or Default. The following constitute a breach or default of this Agreement: The Subscriber failure to pay the current period's Service Fee by the tenth day of the following month, the Subscriber violation of
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- Section 7.0, the Subscriber violation of 8.2, or the Subscriber violation of Sections 3.1, 3.2 or 3.3. In the event WP terminate this agreement because of a breach, the Subscriber will not be entitled to any refund.
- 5.6. Special Lien on Personal Property. WP retain a special lien on all of the Subscriber personal property in our possession to secure any payment amount the Subscriber may WP under this Agreement.
6. Ownership Rights
- 6.1. WP acknowledge that all right, title and interest in the Customer Data shall be solely owned by the Customer. WP own or have licensed all server software.
7. Activities Subject to Immediate Deactivation
- 7.1. Any WebProof that is used for illegal, abusive or unethical Activity may be immediately deactivated by us without warning to the Subscriber. Illegal, abusive or unethical Activities include, but are not limited to, pornography, obscenity, nudity, violations of privacy, hacking, computer virus, gambling, or promotion of gambling, and any harassing or harmful materials or uses, as determined by us The Subscriber agree to indemnify and hold us harmless from any claim resulting from the Subscriber publications or use of illegal, Abusive or Unethical materials. Although WP will make reasonable efforts to alert the Subscriber to such activities and allow the Subscriber an opportunity to cure them within a 12-hour period after discovery, WP are not required to give notice before deactivating the Subscriber use of our services if, in our discretion, the Subscriber use is or results in illegal, abusive or Unethical activities. If a WebProof is disabled, the regular monthly fees still apply.
8. Miscellaneous
- 8.1. Unsolicited Electronic Mail. The Subscriber are expressly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, information announcements, and political tracts. Such material may only be sent to those who have specifically requested it. Malicious or threatening email is also prohibited. Although WP will make reasonable efforts to alert the Subscriber to such activities and allow the Subscriber an opportunity to cure them within a 12-hour period after discovery, WP reserve the right to immediately deactivate the Subscriber use of WPs service if WP discover such activity. Further, the Subscriber agree to indemnify and hold WP harmless from any claim resulting from the Subscriber use or distribution of electronic mail services through the service provided through this Agreement.
- 8.2. Age. The Subscriber certify that the Subscriber are at least 18 years of age.
9. Jurisdiction
- 9.1. Governing law and attorneys' fees. This agreement will be interpreted and applied in accordance with the laws of Denmark, Jurisdiction, the Maritime and Commercial Court, without regard to the conflicts of law provisions. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees, whether or not a suit is actually filed.
10. Ownership
- 10.1. Control and Ownership of IP. WP maintain and control ownership of all IP-numbers and addresses that may be as signed to the Subscriber, and WP reserve, in WebProof's sole discretion, the right to change or remove any and all IP numbers and addresses.
11. Resale and transfer
- 11.1. Transfer. The Subscriber may not transfer or assign this Agreement without the written consent of WP.
12. Protection.
- 12.1. Each party shall hold in confidence all materials or information disclosed to it in confidence hereunder ("Confidential Information") which are marked as confidential or proprietary, or if disclosed verbally, reduced to writing and marked confidential within thirty (30) days after the date of disclosure. Confidential Information shall also include any new product information or the results of any bench mark or similar tests on the Software conducted by Distributor divulged by Distributor to WP.
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**LICENSE AGREEMENT**  
Concerning the WebProof product group

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- 12.2. Each party agrees to take precautions to prevent any unauthorised disclosure or use of Confidential Information consistent with precautions used to protect such party's own confidential information, but in no event less than reasonable care.
13. Force Majeure-Release from Responsibility.
- 13.1. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, governmental action, labour conditions, or any other cause which is beyond the reasonable control of such party .

WebProof A/S  
Raadhustpladsen 16  
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Denmark  
[www.webproof.com](http://www.webproof.com)

WebProof and WebFlow have been protected by Copyright and Trademark rights since 2000.  
Last updated: January 1, 2015

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**Additional License Agreement Concerning WebProof Platinum use of WebFlow  
and the Free WebFlow**

WP and Subscriber agree to the following concerning acceptable use and License Agreement of WebProof and WebFlow software and cover when used as Stand-Alone or on the WebProof:

End User License Agreement.

**NOTICE TO USER:**

THIS IS A CONTRACT. PLEASE READ IT CAREFULLY. BY INDICATING YOUR ACCEPTANCE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DECLINE WHERE INSTRUCTED, AND YOU WILL NOT BE ABLE TO GIVE AND USE THE SOFTWARE. IF YOU DO NOT ACCEPT THIS AGREEMENT AND HAVE PROOF OF PAYMENT, YOU MAY RETURN THE UNUSED SOFTWARE TO THE LOCATION AT WHICH YOU ACQUIRED IT WITHIN THIRTY (30) DAYS FOR A REFUND OF SUCH LICENSE FEE. EXCLUDED WPS EXPENCES SUCH AS, BUT NOT LIMITED TO: INSTALLATION EXPENCES, SPECIFIC EXPENCES, ETC.

This End User License agreement("Agreement") is made and entered into as of the day of the acceptance by and between WebProof A/S("WP") a Danish Cooperation with its principal place of business located at Raadhustpladsen 16, DK-1550 Copenhagen, Denmark and the End User accepting this contract.

The Permitted Number of computers is one (1).

This WebProof End User License Agreement sets forth the terms and conditions under which you are licensed to use the Software. Software means (A) all of the contents of the disk(s), CD-ROM(s) or other media with which this Agreement is provided, including but not limited to (i) WebProof and WebFlow or third party software; and (ii) related explanatory written materials ("Documentation"); and (B) modified versions, upgrades, updates, additions, and copies of the Software, if any, licensed to you by WebProof A/S ("WP") (collectively, "Updates").

WP grants to you a nonexclusive license to use the Software, provided that you agree to the following:

1. Use of the Software.
    - 1.1 Only one copy of the Software may be installed onto a hard disk or other storage device of up to the Permitted Number of Computers.
    - 1.2 You may take a backup of the installed Software, when it is a Stand-Alone version.
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**LICENSE AGREEMENT**  
Concerning the WebProof product group

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- 1.3 Each copy of the Software is attached with a Unique Code. When getting into the software the End User's server has to send, in the background when WebProof is running, the Unique Code to WP's server. WP warrants that it will not be possible to get in to use the Software in case this procedure indicates that the Agreement has been violated. If any transmission failure/server break down/etc. occurs at the same time as sending the Unique Code this will not have any influence on the operation of WebProof, unless this goes on for a whole week.
  - 1.4 The Software and web-server may not be used to publish or otherwise spread pornography, racist or otherwise obscene material.
2. Copyright.
    - 2.1. The Software is owned by WP and its suppliers, and its structure, organisation and code are the valuable trade secrets of WP and its suppliers. The Software is also protected by United States Copyright Law and International Treaty provisions. You must treat the Software just as you would any other copyrighted material, such as a book. You may not copy the Software. You also agree not to reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Software.
    - 2.2. Trademarks and copyrights shall be used in accordance with accepted trademark and copyrights practice, including identification of trademark and copyright owners' names. Trademarks and copyrights can only be used to identify printed output produced by the Software and such use does not give you any rights of ownership in that trademark.
    - 2.3. Except as stated above, this Agreement does not grant you any intellectual property rights in the Software. This Agreement provides the terms and conditions under which you are licensed to use the Software. It is not an agreement for the sale of the Software to you.
3. Transfer.
    - 3.1. You may not rent, lease, sublicense or lend the Software.
    - 3.2. You may, however, transfer all your rights to use the Software to another person or legal entity provided (1) that you transfer this Agreement, the Software, including updates and prior versions to such person or entity, (2) that you retain no copies, including copies stored on a computer, and (3) that the receiving party accepts the terms and conditions of this Agreement. Prior to any such transfer WP must be notified in writing of the date of transfer and the name of the person or legal entity to whom the rights are transferred.
    - 3.3. Within the limited number of user licenses you may provide customers with a password as an add-on service (or additional service) strictly for the use of solving a concrete issue for said customer. You shall at all times keep a log of said customers and passwords.  
You may not provide your customers or third parties with a password as a stand-alone service.
4. Multiple Environment Software/Multiple Language Software/Dual Media Software/Updates.
    - 4.1. If the Software supports multiple platforms or languages, you receive the Software on multiple media, or you otherwise receive multiple copies of the Software, the number of computers on which all versions of the Software are installed may not exceed the Permitted Number of Computers. You may not rent, lease, sublicense, lend or transfer versions or copies of the Software you do not use. If the Software is an Update to a previous version of the Software, you must possess a valid license to such previous version to use the Update and you may use the previous version for thirty (30) days after you receive the Update to assist you in the transition to the Update. After such time you no longer have a license to use the previous version, except for the sole purpose of enabling you to install the Update.
5. Limited Warranty.
    - 5.1 To make a warranty claim, you must return the Software to the location where you obtained it along with proof of purchase within such ten (10) day period. In case WP has not received a written warranty claim within ten (10) days the Software shall be deemed accepted. If the Software does not perform substantially in accordance with the Documentation, the entire liability of WP and your exclusive remedy shall be limited to either, at WP' option, the replacement of the Software or the refund of the license fee you paid for the Software. **THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR WPS'S OR ITS SUPPLIERS' BREACH OF WARRANTY. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE**
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TO STATE OR JURISDICTION TO JURISDICTION. IN SOME STATES END USER MAY BE PERMITTED TO RETURN THE SOFTWARE WITHIN A CERTAIN PERIOD EVEN IF THE SOFTWARE PERFORM SUBSTANTIALLY. IF SUCH A RIGHT IS LEGALLY GRANTED END USER MAY RETURN THE SOFTWARE WITHIN THAT PERIOD FOR A REFUND OF LICENSE PAYED EXCLUDED WP EXPENCES SUCH AS BUT NOT LIMITED TO: INSTALLATION EXPENCE, SPECIFIC SALE EXPENCE, ETC.

- 5.2. For further warranty information, please contact WP' Customer Support Department.
6. Disclaimer of warranties.
- 6.1. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6, WP AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY OTHER MATTERS, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. WPS AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. Some states or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to ten (10) days.
7. Limitation of Liability.
- 7.1. IN NO EVENT WILL WP OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A REPRESENTATIVE OF WPS OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- 7.2. WP AND ITS SUPPLIERS MAKE NO WARRANTIES EXPRESSLY IMPLIED OF STATUTORY REGARDING THE SOFTWARE INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT EQUIVALENT UNDER THE LAWS OR ANY JURISDICTIONS.
8. Violation of Contract
- 8.1. Violation of the Agreement items 1.1., 1.6., 2.2., 3.1., 3.2. and 3.3. and payment terms such as described in the order confirmation will be considered as negligence and allow WP to close down the Software without notice.
- 8.2. End User will be liable for any consequential, indirect, incidental, punitive or special damages including any lost profits or lost savings or any claims by any third party such violation may cause WP and its suppliers.
9. Termination
- 9.1. Upon termination of license the End User will return all copies of the Product to WP.
10. Governing Law and General Provisions.
- 10.1. This Agreement will be governed by the laws in force in the State of Denmark. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- 10.2. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations. This Agreement shall automatically terminate upon failure by you to comply with its terms, in which event you must destroy all copies of the Software. This Agreement may only be modified by a writing signed by an authorised officer of WP, although WP may vary the terms of this Agreement in connection with the licensing of any Updates to you.
- 10.3. The parties expressly agree that any action at law or in equity arising out of or in connection to or relating to this agreement shall be filed only with the Danish courts.
11. Copy of this Agreement.
- 11.1. For future reference, a copy of the Agreement is included in the Documentation.
12. Compliance with Licenses.
- 12.1. If you are a business or organisation, you agree that upon request of WP or WP' authorised representative, you will within thirty (30) days fully document and certify that your use of any and all WP software at the time of the request is in conformity with your valid licenses from WP.
13. Public Relations
- 13.1. The End User accepts that WP might use the End Users name in Public Relations matters.
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**LICENSE AGREEMENT**  
Concerning the WebProof product group

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14. Acceptance

- 14.1. End User acknowledges to have read this agreement including the limitations in WP' responsibility. End User acknowledges that this agreement and the limited responsibility is finally agreed upon between the parties. If any portion of this agreement is determined or to be or becomes un-enforceable or illegal such portion shall be deemed eliminated and the remainder of this agreement shall remain in effect in accordance with its term as modified by such deletion.

The software consists of the program group WebProof and WebFlow produced by:

WebProof A/S  
Raadhushpladsen 16  
DK-1550 Copenhagen  
Denmark

[www.webproof.com](http://www.webproof.com)

WebProof and WebFlow have been protected by Copyright and Trademark rights since 2000.

Last updated: January 1, 2015

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**Additional FAIR USAGE of FREE WebProof Subscription Services.**

WP may make available certain Free Subscription Services for no fee, to enable you to evaluate whether you would like to purchase a subscription license to the production version or you can to use this Free WebProof Service in your production as it is set-up.

In addition to the "General License Agreement for all WP Products" you accept these "Fair Usage" Terms of Use and the Privacy Policy. The following terms and conditions apply to your access and Fair Usage of any Free WebProof Services offered through WP.

**Acceptance of Terms**

BY CHOOSING TO ACCESS A FREE WEBPROOF SERVICE, YOU SIGNIFY YOUR ACCEPTANCE OF THE LICENSE AGREEMENT AND EACH AND EVERY TERM CONTAINED IN THESE TERMS OF USE AND THE PRIVACY POLICY, and you acknowledge that you have been presented with these terms in a written form and have had the opportunity to reject such terms and conditions and choose not to proceed with access.

**License Grant**

Subject to these terms and conditions, WP hereby grants you, and you hereby accept, a non-exclusive, nontransferable, non-sublicensable limited license to use the Free WebProof Service for an unlimited period. The license is granted solely for the purpose of evaluating whether you wish to make a future license purchase, subject to the limitations set forth below or wish to use the Free WebProof Service in your production set-up. You may not use an URL in the WebProof URL, if it is brand, other than yours or registered by other companies. If WP find that the URL can't be used, no matter the reason, WP has the right to change it, but has to notify you in advance. If you have not been using the Free WebProof Service for less than 6 months, you will be notified by email and if you still want to continue, reply to the email indicating that you wish to continue to use the Free WebProof service. You cannot have

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**LICENSE AGREEMENT**  
Concerning the WebProof product group

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more than one account at WP. You have accepted that you understand the feature limitations of Free WebProof Service, according to WP website.

If you do not accept these license conditions, WP will terminate your access to the Free WebProof Service, and any data you may have loaded to the Free WebProof Service will be deleted.

**License Restrictions**

You represent and warrant that you will not: (i) modify, adapt, translate or make derivative works based on the Free WebProof Service; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reduce the object code of the Free WebProof Service to human-perceivable form or permit others to do so; (iii) assign, sublicense, lease, transfer or distribute the Free WebProof Service or any of its outputs, or operate the Free WebProof Services for timesharing, rental or outsourcing, (iv) disclose or publish performance benchmark results for the Free WebProof Services without WP's prior written consent; or (v) (if applicable) use any provided third-party software except solely in conjunction with your use of the Free WebProof Service.

**Reservation of Rights**

WP reserves all rights not expressly granted herein. Without limiting the foregoing, WP retains and reserves sole and exclusive worldwide right, title and interest in and to all WP intellectual property, including without limitation, the Free WebProof Services, any custom code developed in whole or part by WP (if applicable), and any WP know-how, subject only to the limited, non-exclusive, license rights granted herein. Nothing in these Terms of Use limits in any way WP's right to develop, use, license, create derivative works of or otherwise exploit the Free WebProof Service or any other WP intellectual property, or to permit third parties to do so.

**Free WebProof Service Fees**

The license to the Free WebProof Services granted hereby is provided to you at no charge, but is granted in consideration of your agreement to these WebProof License Agreement and Terms of Use and the Privacy Policy.

**Support**

WP encourages you to report problems via the "Support" link on the WP website.

**Warranty**

YOU ACKNOWLEDGE AND AGREE THAT THE FREE WEBPROOF SERVICE IS LICENSED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY. WP MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF ANY PRODUCTS, SERVICES, AND DELIVERABLES PROVIDED BY WP UNDER THIS AGREEMENT AND FOR ANY LIABILITY ARISING OUT OF DATA OR CONTENT YOU SUPPLY.

**Limitation of Liability**

IN NO EVENT WILL WP BE LIABLE UNDER ANY THEORY OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT AND STRICT LIABILITY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, INCOME, PROFIT OR SAVINGS) OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY WP PRODUCT OR SERVICE, EVEN IF WP HAD BEEN ADVISED OF THE POSSIBILITY

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Concerning the WebProof product group

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OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. WITHOUT LIMITING THE FOREGOING, WP'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT UNDER ANY AND ALL THEORIES OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT AND STRICT LIABILITY) WILL BE LIMITED TO THE SUM OF FIFTY DOLLARS (\$50 USD).

**Term and Termination**

Unless earlier terminated at WP's discretion by providing notice to you, this Agreement and the license granted hereunder shall automatically terminate if you have not been using the Free WebProof Service in minimum 6 months. You will be notified by email and if you wish to continue, you must reply to the email indicating that you wish to continue. If you do not reply to the email indicating that you wish to retain your access to the Free WebProof Service, WP will terminate your access to the Free WebProof Service, and any data you may have loaded to the Free WebProof Service will be deleted.

Upon expiration or termination of this Agreement for any reason, the license granted hereunder will terminate immediately and you must immediately cease using the Free WebProof Services.

**What does this Fair Use Policy mean?**

WP is a shared service and we cannot allow the actions of a few users to negatively affect the performance of the system for the majority. Some types of activities are obviously in violation such as the placing of illegal content on to a Free WebProof Service and we retain the right to shut down a Free WebProof Service for such violations. However, some other activities can degrade network performance. These activities are difficult to summarize in a policy but are usually caused by a combination of factor such as file types used, applications running, storage capacities, geographic locations, etc. As such, we retain the right to intervene to uphold the overall Free WebProof Service high-quality of the user experience.

**When do we invoke the Fair Use Policy?**

WP retains the right to limit or halt the service provided to any user who has placed dangerous or illegal content on The Free WebProof Service. For example, do not store illegally downloaded music, videos etc. on your Free WebProof Service. Laws that prohibit this particular use bind WP. WP retains the right to limit or halt the service provided to any user who has imposed an excessive load on the Free WebProof Service system that may compromise system performance for the majority. For example do not turn your Free WebProof Service into a popular software-sharing site. The system is just not meant to be used that way.

WP retains the right to limit or halt the service provided to any user, in the rare event that we are not able to keep up with the overall growth of storage.

WP regularly runs usage statistics for its storage infrastructure; we use the 99th percentile to benchmark excessive storage consumption. Users with excessive storage use, might be contacted by our sales team with a tailored commercial proposal.

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Concerning the WebProof product group

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**What happens when we invoke the Fair Use Policy?**

WP wishes to keep its customers satisfied, even those who are in violation of the Fair Use Policy, because we acknowledge that this might not be intentional. Therefore, when we invoke the Fair Use Policy, by limiting or halting the service, we will contact you with the affected users to discuss a mutually agreeable solution.

**Compliance**

You are solely responsible for compliance with all laws relating to your use of the Free WebProof Services.

WebProof A/S  
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Denmark

VAT DK-25452976  
[www.webproof.com](http://www.webproof.com)

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Last updated: January 1, 2015