



EULA COMET

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END-USER LICENSE AGREEMENT ("AGREEMENT")

Last updated: September 1, 2020

Please read this End-User License Agreement ("Agreement") carefully before clicking the "I Agree" button, downloading or using COMET ("Application").

By clicking the "I Agree" button, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between you (either an individual or a single entity) and Eudata srl and it governs your use of the Application made available to you by Eudata srl.

If you do not agree to the terms of this Agreement, do not click on the "I Agree" button and do not download or use the Application.

The Application is licensed, not sold, to you by Eudata srl for use strictly in accordance with the terms of this Agreement.

PURCHASE PRICE AND CONDITIONS OF PAYMENT

By clicking the "I Agree" button, customer agrees to pay the services provided by Eudata accordingly based on the real consumptions for each metric, as shown in the pricing table exposed on AWS Marketplace.

Following a summarize of the metrics exposed by the solution:

- Eudata will charge 0.006 US \$ for every minute of outbound call generated via Comet for addressing the campaigns
- In addition, Eudata will charge 0.01 US \$ for every minute of supervisor login that is using the Comet console for managing/monitoring the campaigns
- As option, contact center agents could use Eudata agent desktop, Next2Connect, for handling the generated outbound calls, with a charge of 0.004 US \$ for every minute of login into Next2Connect agent console. If you will use a third party agent desktop, these costs will not be charged

LICENSE

Eudata srl grants you a revocable, non-exclusive, non-transferable, limited license to use the Application provided strictly in accordance with the terms of this Agreement.

RESTRICTIONS

You agree not to, and you will not permit others to:

license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.

remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Eudata srl or its affiliates, partners, suppliers or the licensors of the Application.

INTELLECTUAL PROPERTY

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of Eudata srl.

MODIFICATIONS TO APPLICATION

Eudata srl reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

UPDATES TO APPLICATION

Eudata srl may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Application. You agree that Eudata srl has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

THIRD-PARTY SERVICES

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that Eudata srl shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Eudata srl does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

PRIVACY POLICY

Eudata srl collects, stores, maintains, and shares information about you in accordance with its Privacy Policy, which is available at <http://www.eudata.com/eudata-website-privacy-policy/>. By accepting this Agreement, you acknowledge that you hereby agree and consent to the terms and conditions of our Privacy Policy.

TERM AND TERMINATION

This Agreement shall remain in effect until terminated by you or Eudata srl.

Eudata srl may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Eudata srl, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your computer.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your computer.

Termination of this Agreement will not limit any of Eudata srl's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

AMENDMENTS TO THIS AGREEMENT

Eudata srl reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application.

GOVERNING LAW

The laws of Italy, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

CONTACT INFORMATION

If you have any questions about this Agreement, please contact us.

ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between you and Eudata srl regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and Eudata srl.

You may be subject to additional terms and conditions that apply when you use or purchase other Eudata srl's services, which Eudata srl will provide to you at the time of such use or purchase.



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