## **WEBCON Support Portal Terms of Use**

#### 1. Introduction

By using this WEBCON Support web-based technical support service (available under <a href="https://community.webcon.com">https://community.webcon.com</a> and <a href="https://support.webcon.com">https://support.webcon.com</a> together called "Support Portal"), you agree to the following terms and conditions ("Support Portal Terms of Use"), including without limitation WEBCON's policies regarding use of WEBCON's trademarks and logos; use of forums and public communications; and third-party web sites, content and services. These terms supplement the terms of any agreement that you may have with WEBCON, but solely with respect to the Materials provided through any WEBCON Support Portal. In the event of a direct conflict between these terms and any other agreement you may have with WEBCON, the terms below will control your use of and access to the Support Portal, except with respect to software or other materials that are licensed to you under separate open source or third-party terms ("Separately Licensed Technology"). Nothing in these Support Portal Terms of Use is intended to limit or otherwise control your use of any such Separately Licensed Technology.

Through the Support Portal, you may have access to various programs, software, web-based tools, and other materials made available by WEBCON now and in the future, including but not limited to: bulletins, white papers, and other technical publications; information on product certification, product availability, and product desupport; any bug database; service requests that you have submitted; software patches; bulletin board and forum messages; and hyperlinks to web sites not controlled by WEBCON (the "Materials").

You agree that access to the Support Portal, including access to the service request function, will be granted only to your designated support contacts and that, except for any Separately Licensed Technology, the Materials you obtain through the Support Portal may be used only in support of your authorized use of the WEBCON products and/or cloud services for which you have a current license agreement or cloud service subscription. Except as specifically provided in your agreement with WEBCON or in a license for any Separately Licensed Technology (i) the Materials may not be used to provide services for or to third parties, and (ii) the Materials may not be shared with or accessed by third parties, except for your agents or contractors acting on your behalf. You shall be responsible for your agents and/or contractors' use of the Support Portal and for their compliance with these Support Portal Terms of Use. You agree that you will not download Materials from the Support Portal unless you reasonably believe that the Materials will be used within 90 days for support of your authorized use of the WEBCON products and/or cloud services for which you have either a current license agreement or cloud service subscription. For example, you agree that you will not download Materials from the Support Portal in languages and for operating systems you do not use and do not reasonably believe you will use within 90 days. You agree that you will not access or use the Support Portal in any

manner that could damage, disable, overburden, impair, or otherwise result in unauthorized access to or interference with, the proper functioning of any WEBCON accounts, systems, or networks. For example, you may not use any software routines commonly known as robots, spiders, scrapers, or any other automated means to access the Support Portal or any other WEBCON accounts, systems, or networks.

#### 2. Warranties and Disclaimers

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES CONTAINED IN THE SUPPORT PORTAL, INCLUDING THE MATERIALS, MAY BE OUT OF DATE OR INCLUDE OMISSIONS, INACCURACIES OR OTHER ERRORS. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES CONTAINED IN THE SUPPORT PORTAL, INCLUDING THE MATERIALS, ARE PROVIDED "AS IS" AND WITHOUT WARRANTY. WEBCON DOES NOT WARRANT THAT THE INFORMATION IN THE MATERIALS IS UP TO DATE OR ERROR-FREE, NOR DOES IT PROVIDE ANY OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE MATERIALS ARE NOT A PROGRAM OR DOCUMENTATION UNDER THE TERMS OF YOUR AGREEMENT(S) WITH WEBCON.

IN NO EVENT SHALL WEBCON BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SUPPORT PORTAL OR ANY OTHER HYPERLINKED WEB SITE.

NOTWITHSTANDING THE FOREGOING, WEBCON'S RESPONSES TO SERVICE REQUESTS AND ANY PROGRAM UPDATES DISTRIBUTED THROUGH THE SUPPORT PORTAL ARE SUBJECT TO THE RELEVANT WARRANTIES AND EXCLUSIVE REMEDIES STATED IN THE AGREEMENT BETWEEN YOU AND WEBCON.

WEBCON RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO THE SUPPORT PORTAL, THE MATERIALS, AND/OR THE PRODUCTS OR PROGRAMS DESCRIBED IN THE SUPPORT PORTAL AT ANY TIME WITHOUT NOTICE.

# 3. Confidentiality

Except for information in web sites controlled by third parties that are accessible via hyperlinks from the Support Portal, the information contained in the Materials is WEBCON's confidential proprietary information. You may not use, disclose, reproduce, transmit, or otherwise copy in any form or by any means the information contained in the Materials for any purpose, other than to support your authorized use of the WEBCON software and/or cloud services, without the prior written

permission of WEBCON. WEBCON will take reasonable measures to keep third parties from obtaining unauthorized access to service requests that you submit using the Support Portal; however, WEBCON does not guarantee that third parties will not have access to any information, comments, feedback, or materials that you submit to WEBCON through or in association with the Support Portal.

### 4. Forums and Hyperlinks

The Support Portal may contain newsgroups, forums, bulletin boards, or other public forums ("Forums"). WEBCON does not endorse (and has not necessarily reviewed) any communication made by any person (including WEBCON personnel) in any Forum. The Support Portal may contain hyperlinks to web sites controlled by parties other than WEBCON. WEBCON is not responsible for and does not endorse the contents or use of these web sites.

# **5. Materials and Support Portal Terms of Use Subject to Change Without Notice**

The contents of the Materials are subject to frequent change without notice. As well, the Support Portal Terms of Use may change without notice, and you agree to abide by the Support Portal Terms of Use in effect each time that you access the Support Portal.

# 6. Right to Revoke and Monitor Access

WEBCON retains the right to revoke access to the Materials at any time for any reason. Access to the Support Portal may be monitored by WEBCON.

#### 7. Feedback

If you send or transmit any communication or materials to WEBCON, by mail, email, telephone, or otherwise, suggesting or recommending changes to the WEBCON products and/or cloud services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), WEBCON is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. You hereby assign to WEBCON all right, title, and interest in, and WEBCON is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although WEBCON is not required to use any Feedback.

## 8. Availability and Remuneration for Service Requests

The service request functionality is available to (i) users who have an appropriate SLA support agreement with WEBCON on the terms of that agreement; (ii) WEBCON software users during the guarantee period of the software or services delivered by WEBCON; (iii) users who will make a prepayment based on the appropriate order of consulting services.

If the rules of settlements have not been regulated by separate agreements with WEBCON, performed services exceeding the scope of the guarantee are billed at the then-current rate for the day of settlement (day of invoicing). If the services referred to in the preceding sentence exceed the pre-paid amount, WEBCON will issue an invoice covering the remuneration by the 10th day of the month following the month in which the services were provided.