

# BROADFORWARD END USER LICENSE AGREEMENT

*All software from BroadForward is provided according to license restrictions. The BroadForward End User License Agreement (“EULA”) governs the use of BroadForward software, unless it is subject to a separate agreement between BroadForward and Customer.*

*Customer acknowledges that they have carefully read, understood, and agreed to all the terms and conditions set forth in this End User License Agreement (EULA). By installing, having installed, copying, or otherwise using the Software, and any updates or upgrades thereto, the Customer confirms their acceptance of these terms and agrees to be bound by them.*

*Capitalized terms used in this Agreement are defined in Section 16 (Definitions).*

*If you have any questions or require further clarification regarding this EULA, please contact BroadForward via e-mail at [legal@broadforward.com](mailto:legal@broadforward.com) or via telephone at +31864895689.*

## **1 License Rights**

- 1.1 Subject to the terms and conditions of this EULA, BroadForward grants to Customer, a non-exclusive, non-transferable, non-assignable and limited right to use the Software and the Documentation.
- 1.2 Customer shall only use Software Licenses after acquiring the appropriate License from BroadForward or Reseller.
- 1.3 Customer acknowledges that the Licensed Software and Documentation, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein, are and shall remain the sole and exclusive property of BroadForward and/or BroadForward’s licensor(s), if any. Customer’s rights to use the Software and Documentation shall be limited to those expressly granted in this EULA. No other rights with respect to the Software or any related Intellectual Property Rights are implied. Customer is not authorized to use (and shall not permit any third party to use) the Software, Documentation or any portion thereof except as expressly authorized by this EULA. BroadForward reserves all rights not expressly granted to Customer. BroadForward does not transfer any ownership rights in any Software.
- 1.4 BroadForward shall retain full title to the Software and all copies thereof and Customer may use the Software only in accordance with the provisions of this EULA. Customer does not have any access to or rights in the Software source codes. Customer does not have the right to copy, modify or remanufacture the Software or any part thereof.
- 1.5 Customer shall maintain an adequate back-up procedure for operational security purposes. Customer may copy and use the Licensed Software for back-up, hot standby, disaster recovery and/or testing purposes, only to the extent necessary for its own internal business operations. Every copy shall include the copyright, trade mark and other restricted rights notices as are contained in the original copy delivered. Any such copy shall, in all respects, be subject to the terms and conditions of this EULA and shall be deemed to form part of the Licensed Software. Customer may not make any other copies of the Licensed Software.
- 1.6 Customer that has purchased BroadForward Software licenses for its commercial production environment, may use the Software on a royalty-free basis in its development and test environments for test purposes in a non-production, lab environment only. This provision does not necessarily apply to Third Party Components, which may have their own licensing terms and restrictions.

- 1.7 Customer may use and copy the Documentation, if any, but only as reasonably necessary to facilitate the licensed use of Licensed Software.

## **2 Restrictions and Limitations**

- 2.1 The Customer shall not, and shall not allow any third party, except as expressly permitted in this EULA, to:
- a) Use the Software except as expressly permitted in this EULA and the Offer against which the Purchase Order is issued;
  - b) Copy, translate, modify, adapt, alter or create any derivative work of, or otherwise modify the Software;
  - c) Decompile, disassemble or reverse engineer the Software or any element or component of it, or otherwise attempt to derive the source code for Software, except as permitted by applicable law;
  - d) Remove, alter, or obscure any patent, copyright, trademark or other proprietary notices appearing on or in the Software and /or Documentation;
  - e) Sub-license, lease, rent, loan or distribute the Software to any third party or grant any (security) interest in the Software or the End User rights with respect thereto;
  - f) Allow third parties (except Customer's Associated Companies) to access or use the Software.
- 2.2 Limitations of License rights are applicable whether or not being enforced by any License enforcement mechanism.
- 2.3 The Customer shall not alter, disable, tamper with and/or inhibit any License File components or technical measures such as License Keys that may protect misuse of the Software or functionality that is included as part of the Software. BroadForward shall have the right to inspect the Software at the facility of the Customer at commercially reasonable times to be mutually agreed upon by the parties as reasonably necessary to verify that use of Software complies with this EULA. BroadForward shall provide the Customer with advance written notice prior to any inspections. BroadForward will bear all costs and expenses associated with the exercise of these rights, on behalf of BroadForward. In the event the inspection demonstrates non-compliance, the costs and expenses will be paid by the Customer. In case of suspected misuse of the Software, BroadForward will inspect the Software at the facility of the Customer, and charge associated costs and expenses to Customer in the event the inspection demonstrates non-compliance.
- 2.4 In the event of any violation of the restrictions and limitations set forth in this Section 2, BroadForward reserves the right to:
- a) Immediately terminate this EULA and revoke all licenses granted to the Customer;
  - b) Seek injunctive relief to prevent further violations; and
  - c) Pursue any other legal remedies available under applicable law.

## **3 Third-party Software**

- 3.1 The Software may be provided alongside certain third-party software products. Any third-party software included with the Software is licensed under the respective third-party software licenses, which are applicable solely to those products.
- 3.2 The Software may also include third-party software components ("Third-party Components") that are integrated into the Software. The Customer is granted a non-exclusive, non-transferable license to install and use these Third-party Components exclusively in conjunction with the Software. Upon the termination or expiration of the Software license that includes these Third-party Components, the licenses for such components shall automatically terminate.
- 3.3 Additionally, the Software may contain elements of open source software ("Open Source Components") licensed under the terms of the applicable open source licenses ("Open Source

Licenses”) and are subject to those terms and conditions. A list of the Open Source Components and links to the Open Source Licenses is included in the Documentation. If the Customer chooses to use the Open Source Software in conjunction with the Software, it must ensure that such use does not: (i) create any obligations for BroadForward concerning the Software or any Third-party Components; or (ii) grant any third party rights to BroadForward's Intellectual Property or proprietary rights in the Software. The Customer is prohibited from combining the Software with Open Source Software in a manner that would subject the Software or any modifications to the terms of any Open Source Software license.

## **4 Compliance with Export Control and Trade Sanctions**

- 4.1 **Compliance with Laws.** Customer agrees to comply fully with all applicable export control and trade sanctions laws, regulations, rules, and policies of the United States, the European Union, and any other relevant jurisdictions, including, but not limited to, the U.S. Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and EU Dual-Use Regulation (Regulation (EU) 2021/821), as well as any applicable trade and economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), the European Union, and the United Nations.
- 4.2 **Export Restrictions.** Customer shall not export, re-export, transfer, or otherwise distribute any products, software, services, or technical data received from BroadForward to any destination, person, entity, or end-use that is prohibited or restricted under U.S., European, or other applicable export control or sanctions laws, without first obtaining all required government authorizations.
- 4.3 **Prohibited Parties.** Customer confirms that neither it nor any of its officers, directors, or employees are listed on any U.S., EU, or other relevant government restricted party list, including, but not limited to, the U.S. Department of Commerce's Denied Persons List, the OFAC Specially Designated Nationals List, and the EU Consolidated Financial Sanctions List.
- 4.4 **End-Use Restrictions.** Customer agrees not to use, sell, or distribute the products, software, or services provided by BroadForward for any prohibited end uses, including, but not limited to, the development, production, or use of nuclear, chemical, or biological weapons, missile technologies, or any other military applications restricted under U.S. or EU law.
- 4.5 **Prohibition of Military Use for Dual-Use Items.** Where the products, software, or services supplied by BroadForward are classified as dual-use under U.S. or EU export control laws, Customer expressly agrees that such items shall not be used, sold, re-sold, or otherwise distributed, directly or indirectly, for any military or defense-related purposes, including but not limited to use by military end-users, in military systems, or for military-related end-uses, unless specifically authorized by the relevant authorities under applicable law. Customer also agrees not to incorporate the products into any military or defense-related goods, services, or systems.
- 4.6 **Embargoed Countries.** Customer shall not directly or indirectly export, re-export, or otherwise deliver products, services, or technology provided by BroadForward to any country or territory subject to U.S. or EU comprehensive trade sanctions or embargoes. This includes, but is not limited to, countries such as North Korea, Iran, Syria, Cuba, Russia, and Sudan.
- 4.7 **Certification and Indemnification.** Customer certifies that it has not and will not violate any applicable export control or trade sanction laws or regulations in connection with the purchase or use of products, services, or technology from BroadForward. Customer shall indemnify, defend, and hold harmless BroadForward from any claims, losses, damages, liabilities, penalties, or expenses (including reasonable attorneys' fees) incurred by BroadForward as a result of any breach by Customer of its obligations under this clause.
- 4.8 **In the event of any violation of the restrictions and limitations set forth in this Section 4, BroadForward reserves the right to:**

- a) Immediately terminate this EULA and revoke all licenses granted to the Customer;
- b) Seek injunctive relief to prevent further violations; and
- c) Pursue any other legal remedies available under applicable law.

## **5 Limited Warranty**

- 5.1 The warranty afforded to Customer is vitiated if the fault or Error which would otherwise be covered by the warranty is caused by: use of parts or software used in conjunction with the Licensed Software which are not recommended by BroadForward in writing or manuals, maintenance conducted by Customer or third parties not authorized or accredited by BroadForward to do so, electrical surges, water damage, heat, fire or physical damage.
- 5.2 BroadForward disclaims any warranty, representation or assurance that the software, or any equipment or network running the software, will operate without error or interruption, or will be free of vulnerability to intrusion or attack.

## **6 Limitation of Liability**

- 6.1 BroadForward's total liability for any attributable failure to perform under the EULA or a purchase order shall be limited to compensation for direct damages, up to the amount paid to BroadForward for the licensed rights to the Software. Liability will not exceed: (1) for perpetually licensed Software, the amount paid for the Software; and (2) for Software other than perpetually licensed Software, the amount paid for the Software in the twelve months immediately preceding the event giving rise to the claim.
- 6.2 Neither BroadForward nor its directors, officers, employees, affiliates, suppliers or licensors shall be liable to Customer for any indirect, special, incidental, or consequential damages, including, without limitation, loss of profit or anticipated saving, any loss of contracts, loss of business or loss of goodwill, loss of data, loss of time, work stoppage, and any and all other commercial damages or loss. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; or any liability that may not be excluded or limited by applicable law.
- 6.3 BroadForward shall not be liable to Customer for any claim to the extent that any such claim arises from any alteration or modification of the Software not authorized by BroadForward.

## **7 Indemnification**

- 7.1 BroadForward shall defend, indemnify and hold harmless Customer against all costs, damages, and legal fees arising out of any claim based on an allegation that the Software supplied hereunder infringe any third party's intellectual property rights.
- 7.2 BroadForward shall be given the sole control of the defense and all related negotiations and settlements.
- 7.3 Customer shall (1) give prompt notice in writing to BroadForward of any infringement allegation; and (2) make no voluntary admission or disclosure without BroadForward's consent; and (3) give BroadForward authority to conduct and/or settle at BroadForward's expense all negotiations and litigation.
- 7.4 If BroadForward believes or it is determined that the Software may have violated a third party's intellectual property rights, BroadForward may choose to either modify the Software to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, BroadForward may end the license for, and require return of, the Software and refund to Customer the license fee paid,

prorated over the effective term of the use (for these purposes four years is considered the life-length of perpetual licenses).

- 7.5 Notwithstanding any other provision of this section, BroadForward shall not be liable to Customer for any claim to the extent that any such claim arises from any alteration or modification of the Software not authorized by BroadForward.

## **8 Confidentiality**

- 8.1 Customer acknowledges that confidential information, including but not limited to, the Software, the Documentation, patents, trade secrets, know-how, technical, financial and business information and information identified as such (collectively referred to as the Confidential Information) may be disclosed to Customer pursuant to the performance of this EULA.
- 8.2 Customer agrees to keep confidential all and any Confidential Information disclosed (irrespective of the form in which that information is or was obtained, orally or in any form whatsoever including, without limitation, drawings, documents and computer readable media). Customer agrees not to use any such information except for the said limited purposes and not to disclose any such information except as may be permitted in writing by BroadForward, save that Customer may disclose such information to their employees, subcontractors, distributors and/or partners who need to know the same for the purpose of carrying out their duties in respect to this EULA or to any government department or other authority court or arbitrator having statutory authority or jurisdiction to require the disclosure of that information.
- 8.3 Customer will take all necessary steps to ensure compliance with the terms of clause 8.2 by any person that it permits to have access to BroadForward's Confidential Information. In any event, Customer shall protect any such information by using the same care and precautions as are or ought to be used in keeping confidential its own Confidential Information.
- 8.4 The terms of clause 8.2 shall not apply to:
- a) Information in the recipient's possession without any obligation of confidentiality, having been received or being received from a third party who has not derived it directly or indirectly from the disclosing party; or
  - b) Information that is in the public domain through no act or default on the part of the recipient, its agents or employees; or
  - c) Information that is developed independently by personnel of the recipient none of whom had any access, direct or indirect, to any of the information disclosed by the disclosing party;
  - d) Information which is trivial or obvious or cannot reasonably be regarded as confidential;
  - e) The disclosure of information to such authorities as may be empowered by law to demand disclosure to the extent that such disclosure is required.
- 8.5 In case Customer seeks to rely on any of the exceptions defined by this clause 8.4 shall be obliged to show, through documentary or other substantial proof, that such exception applies.
- 8.6 The obligations of Confidentiality shall survive for five (5) years after termination of this EULA, unless otherwise agreed in a separate agreement between BroadForward and Customer (e.g. Non-Disclosure Agreement, Supply Agreement, Reseller Agreement, License Agreement or similar).

## **9 Termination**

- 9.1 The license right granted in Section 1 is effective until terminated and will automatically terminate if Customer fails to comply with any of the terms and conditions set forth herein. Upon termination, Customer will destroy the Software and documentation and all copies or portions thereof.

## **10 Force Majeure**

- 10.1 Neither party shall be liable for any failure or delay in performing its obligations under this EULA if such failure or delay is due to causes beyond its reasonable control, including, but not limited to, natural disasters, war, acts of terrorism, government actions, strikes, labor disputes, pandemics, or failures of public utilities or the internet ("Force Majeure"), provided that the party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance.

## **11 Governing Law**

- 11.1 This EULA will follow the governing law of the agreement in place between BroadForward and Customer (e.g. Supply Agreement, Reseller Agreement, License Agreement or similar). In the absence of such an agreement, this EULA shall be governed by and construed in accordance with the laws of England and Wales. In that case, BroadForward and Customer submit to the exclusive jurisdiction of the English courts, in relation to any legal actions or proceedings arising out of or in connection with this EULA, save that this submission will not preclude any party from applying for urgent or interim injunctive relief.

## **12 Notices**

- 12.1 All notices hereunder shall be in writing and deemed received on the date of delivery by overnight courier to the address of the other set out on the face of this EULA or such other address as may hereafter be advised in writing by the other.

## **13 Waiver and Variation**

- 13.1 Forbearance by either Party in relation to any provision of this EULA shall not constitute a waiver of that provision or any aspect thereof.
- 13.2 No variation of this EULA shall be binding on either party unless in writing, stated to be an amendment to this EULA and signed by an authorized signatory of each party.

## **14 Severability**

- 14.1 If any portion of this EULA is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this EULA. This EULA and associated documentation have been written in the English language, and the Parties agree that the English version will govern.

## **15 Status of Agreement**

- 15.1 This EULA constitutes the complete and exclusive statement of the arrangement between the Parties governing the subject matter of this EULA, except where there is a conflict or inconsistency between the terms of this EULA and any other existing contractual documents relating to the delivery and use of BroadForward's software (including, but not limited to, a Supply Agreement, License Agreement, Reseller Agreement, Purchase Order, or Statement of Work), in which case the terms of the agreed contractual document shall prevail.

## **16 Definitions**

In this EULA, the following words and expressions shall have the following meanings except where the context otherwise requires:

- 16.1 "Associated Companies" means any subsidiary of the Customer, or any company in which the Customer holds a controlling interest (at least 50% of the voting power), or any entity under common control with the Customer.
- 16.2 "Customer" or "End User" refers to the entity that licenses the Software under this EULA (where applicable via a Reseller) and may include any end users that utilize the Software, including all employees and third parties that have access to the Software and the Documentation on its behalf.
- 16.3 "Documentation" refers to all user manuals, guides, training materials, and related documents (including electronic versions) provided to the Customer by BroadForward or the Reseller with the Licensed Software, covering installation, operation, support, and functions of the Licensed Software, as well as any subsequent updates or modifications.
- 16.4 "Error" means a failure of the Licensed Software to conform materially to the Specifications and/or Documentation, substantially prevent its operation, or reduce its effectiveness, functionality, or performance.
- 16.5 "Intellectual Property Rights" means all worldwide intellectual property rights, including but not limited to copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.
- 16.6 "License File" means the mechanism installed by BroadForward or the Reseller to enforce the licensing terms of the Software as specified in the Purchase Order.
- 16.7 "License Key" refers to a unique serial number that allows the Customer to activate and use the Software in accordance with the terms of this EULA.
- 16.8 "Licensed Software" or "Software" or "Product(s)" shall mean BroadForward software product(s) licensed under this Agreement.
- 16.9 "Open Source Components" refer to software components that are made available under open source licenses, allowing users to use, modify, and distribute them. These components are integrated into the Software and are governed by the terms of the applicable "Open Source Licenses".
- 16.10 "Open Source Licenses" refer to licenses that govern the use, modification, and distribution of Open Source Components, which may impose specific obligations or conditions on their use.
- 16.11 "Reseller" refers to a distributor authorized by BroadForward to distribute the Software and provide associated services, including maintenance, professional, and support services, within the Customer's territory.
- 16.12 "Specification(s)" means the functional and technical parameters and service levels to which the Licensed Software must comply.
- 16.13 "Third-party Components" refer to software or interface components that are not developed by BroadForward but are included within the Software and are licensed from third-party providers. These components are integrated into the Software to enhance its functionality and are subject to their respective licensing terms.
- 16.14 "Updates" refer to modifications, enhancements, patches, bug fixes, or improvements to the Software provided by BroadForward during the term of the applicable license.
- 16.15 "Upgrades" refer to new versions of the Software provided by BroadForward during the term of the applicable license that include substantial changes in functionality, performance, or scope

beyond minor fixes or improvements. Upgrades may introduce new features, expanded capabilities, or significant modifications to the Software's architecture or user interface.



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