

eG Enterprise Express Logon Simulator

Terms of Service

Effective: June 26, 2017

Thank you for your interest in the eG Enterprise Express Free Logon Simulator. This document summarizes the Terms of Service that govern your use of and access to the eG Enterprise Express Logon Simulator and any related sites (<https://logonsimulator.eginnovations.com>, <http://logonsimulator.eginnovations.com>, etc. referred to as “Site” below) and eG Enterprise Agent software, Documentation and Content (collectively referred to as “Services”). The Site and Services are collectively referred to as “eG Innovations Properties” in this document.

Please review these Terms of Service carefully before using the Services.

1. Services

1.1 Privacy. The eG Innovations Privacy Policy <https://www.eginnovations.com/company/privacy-policy> governs any of the personal information that you provide to us for accessing this service.

1.2 Your Account. In registering for the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by our registration form (“Registration Data”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. It is your responsibility to safeguard the login and password that you use to access the Services and you agree not to share your login and password with any third party. You are responsible for any activity originating from your account, regardless of whether such activity is authorized by you. You should notify eG Innovations immediately of any unauthorized use of your account.

1.3 Availability of Services. eG innovations Services provided through the Site are complimentary and you shall not be charged, or required to pay any fees before, during, or after the use eG Innovations Properties. There is no trial period for the Services, and you can choose to use them for as long as you want until eG Innovations chooses to terminate or discontinue the Services.

If at eG Innovations’ reasonable determination, you are using the eG innovations Properties in a manner that violates laws, creates an excessive burden or potential adverse impact on eG Innovations’ systems, in addition to any of its other rights or remedies, eG Innovations may, without liability to eG Innovations, immediately suspend your access to the eG Innovations Properties.

1.4 Your Data. Use of the Services may depend on your transmission of certain performance and configuration metrics (your “Data”). You retain all rights and ownership in your Data. eG Innovations does not claim any ownership rights in your Data. You represent and warrant that you have the necessary rights and licenses required to provide your Data to eG Innovations in connection with your use of the Services and that by providing your Data in this manner, you will not violate any intellectual property rights of third parties, confidential relationships, contractual obligations or laws. eG Innovations encrypts all your data before storing it. eG Innovations will not be liable for any liabilities

arising from your use of the Services (including your transmission of Data) over the internet or other network.

1.5 eG Innovations is offering this Service as a benefit to the IT community. It may from time to time modify, stop or suspend the Services or any portion of these Services being delivered.

1.6 eG Innovations may update these Terms from time to time. The most current version of these Terms will be posted on the Site.

2. Use of the eG Innovations Properties. Subject to compliance with these Terms of Service, eG Innovations grants to you a limited, non-exclusive, non-transferrable, non-sublicensable right to: (i) access and use the eG Innovations Properties for your internal business purposes; (ii) use the Documentation in support of such access and use of the eG Innovations Properties; and (iii) reproduce portions of the eG Innovations Properties for the sole purpose of using the eG Innovations Properties for your internal business purposes. Unless otherwise specified by eG Innovations in a separate license, your right to use any eG Innovations Properties is subject to the Terms.

2.1 Agent License. Use of any of our software agents and associated documentation that is made available via the Site or the Services (each an “Agent”) is governed by the terms of the license agreement that accompanies or is included with the Agent, or by the license agreement expressly stated on the Site page(s) accompanying the Agent. These license terms may be posted with the Agent downloads or at the Site page where the Agent can be accessed.

2.2 Updates. eG Innovations Properties are evolving. As a result, eG Innovations may require you to accept updates to the eG Innovations Properties that you have installed on your computer. You acknowledge and agree that eG Innovations may update the eG innovations Properties with or without notifying you. You may need to update third-party software from time to time in order to use the eG Innovations Properties.

2.3 User Account. You will prevent unauthorized use of the Services by your Administrators and your end users and terminate any unauthorized use of or access to the Services. You will promptly notify eG Innovations of any unauthorized use of or access to the Services.

3. Indemnification. You agree to indemnify and hold eG Innovations, its subsidiaries, affiliates, officers, agents, employees, resellers or other partners and licensors harmless from any claim, demand, loss, or damages, including reasonable attorneys’ fees, arising out of or related to your Data, or the use thereof, including but not limited to allegations that any processing of your Data by eG Innovations and/or you under this Agreement violates any applicable law or regulation, or infringes the privacy or intellectual property rights of a third party, your User Content, your use of the eG Innovations Properties, your violation of these terms, or your violation of any law.

4. Termination. We reserve the right to suspend or cease providing the eG Innovations Properties or any portion of the eG Innovations Properties, at any time, with or without cause, and with or without notice. We may suspend or terminate your use of the eG Innovations Properties if you are not complying with these Terms, or if you use the Services in any way that could cause us legal liability or disrupt others’ use of the Services. If we suspend or terminate your use, we will try to let you know

in advance. If you want to terminate the Services at any time, you may do so by (a) notifying eG Innovations and (b) closing your account for the Services that you use.

Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and data associated with or inside your account, including your Data. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of your Data associated therewith from our live databases. eG Innovations will not have any liability whatsoever to you for any suspension or termination, including for deletion of your Data. All provisions of these Terms, which by their nature should survive, shall survive termination of Services, including without limitation ownership provisions, warranty disclaimers and limitations of liability.

Contact Information: If you have any questions regarding these Terms or eG Innovations Properties, please contact eG Innovations at info@eginnovations.com.