

BYNDER LEGAL

Trial Terms of Use

The Trial (as defined below) is free, non-binding and automatically expires after fourteen (14) days ("Trial Period"), unless the Trial Period is extended by Bynder, in its sole discretion. This Trial is intended for evaluation purposes of the Bynder products ONLY.

The Trial Terms of Use ("Agreement") contains the terms and conditions that govern your access to and use of the Trial and is an agreement between Bynder ("Bynder", "we", "us", or "our") and you or the entity you represent ("you", "your"). This Agreement takes effect when you click the "Get started" button and checkbox presenting these terms. You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

1. License Agreement

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE REGISTERING FOR A TRIAL BYNDER WILL ONLY LICENSE THE TRIAL TO YOU IF YOU FIRST ACCEPT THE TERMS OF THIS AGREEMENT. The Trial is owned by Bynder or an official Bynder Partner, and is copyrighted and licensed, not sold. The term "Trial" means the original program and all whole or partial copies of it, including portions merged into other programs. Bynder grants to you a limited, non-exclusive, non-assignable, non-transferable, revocable worldwide license for the Trial, as specified in these Terms of Use. You agree to ensure that anyone who uses the Trial does so only for your authorized use and complies with the terms of these Terms and Conditions and Bynder's <u>Acceptable Use Policy</u>. Bynder will not charge you for the rights granted to you under this license.

2. License

The Trial is intended for evaluation purposes of the Products ONLY. You may not:

- a. use, copy, merge, or transfer the Trial except as provided in these Terms of Use;
- b. reverse assemble, reverse compile, or otherwise translate the Trial except as specifically permitted by law without the possibility of contractual waiver;
- c. sublicense, rent, or lease the Trial; or



d. supply or provide copies of the Trial to third parties, or allow external access to the Trial.

3. Warranty

THIS TRIAL IS SUPPLIED "AS IS", WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR UNINTERRUPTED OR ERROR FREE USE OF THE TRIAL OR THAT DEFECTS WILL BE CORRECTED OR THAT THE TRIAL OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR ANYTHING ELSE WHICH MAY BE HARMFUL OR DESTRUCTIVE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE TRIAL AND ANY DOCUMENTATION REMAINS WITH YOU.

4. Limitation of Liability

BYNDER WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF BYNDER, OR ITS RESELLER, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BYNDER will not be liable for: 1) loss of, or damage to, your records, or data; or 2) any damages claimed by you based on any third party claim. You agree to indemnify and hold Bynder and its employees and agents harmless to the fullest extent from and against all liabilities, legal fees, damages, losses, costs, and other expenses in relation to any claims or actions brought against Bynder arising out of or in any related to your breach of the Terms of Use or other liabilities arising out of your use of the Trial. Nothing in the Terms of Use shall be construed so as to exclude or limit the liability of Bynder or that of its employees or agents in ways that cannot be excluded or limited by law.

5. General

This agreement is governed by Dutch law. Any dispute arising from the Terms of Use shall be settled before the competent court in Amsterdam, the Netherlands. You may terminate your license at any time. If you do so, all your license rights to the Trial are terminated. Bynder may terminate your license if you fail to comply with the terms of this Agreement. If Bynder does so, all your license rights to the Trial are terminated and you must destroy all your copies of it. You agree to comply with all applicable laws and regulations.



6. Privacy

Any Personal Information collected during use of the Trial will be handled in accordance with Bynder's <u>Privacy Policy</u>. Please also note that the Trial contains tools provided by third party service providers and therefore we cannot guarantee the privacy of all your materials. This includes such information as your personal details (name, email, company, any phone number you choose to provide); portal settings (language, content, texts, permissions); and portal information (behavior, events, actions performed, number of logins, creation and login dates, syncs to third party service providers).

This Trial Terms of Use was last updated on: 16 August 2016.