

ENFOCUS - GENERAL TERMS AND CONDITIONS OF SALE

ONLINE PORTAL

- 1. Terms Acceptance.** These General Terms and Conditions of Sale ("Terms") apply to the licensing of all software products to Customer ordered through the Enfocus online portal. "Customer" refers to the legal entity having ordered one or more software products through the Enfocus online portal, as identified in the order record. "Enfocus" refers to Enfocus BV, having its registered place of business at Kortrijksesteenweg 1095, 9051 Ghent, Belgium, KBO VAT BE (0)448.108.029. "Product" or "Products" refers to the software product(s) ordered by Customer from Enfocus through the Enfocus online portal. By ordering one or more Products, the Customer agrees to the present terms, including those referenced herein. No other terms or conditions apply.
- 2. Binding offer.** The information displayed on individual webpages of the Enfocus online portal is provided for informational purposes only. The Customer placing individual items into an electronic shopping "cart" does NOT constitute a binding offer by Enfocus. An order will become binding as the result of the combination of (i) the Customer having clicked on an "order" button after having been provided with the opportunity to verify a summary of the Products being ordered and (ii) agreeing to pay the corresponding price through a method of electronic payment. At such time, Enfocus will send to the Customer an electronic order receipt, confirming acceptance of the order.
- 3. Delivery.** Subject to Enfocus having received payment of all fees due, delivery of the Products occurs on an immediate basis by making the same available for download. Delivery of the Products on physical media (CDROM, Blue Ray disc, flash drive etc.) is not possible. The Products will remain available for download for a period corresponding to the duration of the applicable license grant. The Products are delivered in object code only.
- 4. Pricing/Payment.** The pricing indicated on the electronic order receipt sent by Enfocus is final and includes all fees and taxes. VAT, if applicable, is added to the price at time of "checkout", prior to the order becoming binding per the terms of Section 2. Enfocus reserves the right to use electronic invoicing methods, and Customer accepts the same. An electronic invoice issued by Enfocus shall be deemed received by the Customer on the invoice date. Any disputes pertaining to an invoice issued, will only be taken into consideration provided that the Customer notifies Enfocus of such dispute in writing within 15 days from the invoice date. The payment of any fee due is settled directly through the use of the electronic payment method selected by Customer as part of the ordering process.
- 5. Reservation of rights/license.** Enfocus reserves all rights, title and interests, including all intellectual property rights in and to the Products. Products are licensed to Customer pursuant to the terms of Enfocus' standard End-User license agreement available at <https://www.enfocus.com/en/termsandconditions> and considered incorporated herein by reference (the "Enfocus EULA"). Nothing set forth herein shall operate to transfer or assign any intellectual property rights in or to the Product to Customer. The start date of the license procured, its renewal and cancellation are all per the terms of Section 9 ("Term and Termination") of the End-User license agreement.
- 6. Personal data/privacy.** To the extent any data provided by the Customer to Enfocus is considered personal data (as defined by the General Data Protection Regulation 2016/679 ("GDPR")). Enfocus agrees to comply with all applicable laws and regulations pertaining to the processing of personal data, including but not limited to the GDPR. Enfocus further agrees to process such data only in accordance with its privacy policy available at <https://www.enfocus.com/en/termsandconditions> and considered incorporated herein by reference.
- 7. Warranty.** In relation to the Products ordered, Enfocus provides for warranty in accordance with the terms of the Enfocus EULA and disclaims any additional or implied warranty, such as but not limited to any warranty of merchantability, fitness for purpose or uninterrupted use.
- 8. Limitation of Liability.** To the maximum extent permitted by law, in no event will Enfocus, regardless of legal theory, be liable for any indirect, incidental or consequential damages, such as but not limited to any loss of profit, loss of anticipated savings, loss of data or any other economical advantage, arising out of or in connection with this agreement or any Product procured. To the maximum extent permitted by law, in no event will Enfocus' liability arising out of or in connection with this agreement or any Product procured, regardless of legal theory and for all claims in the aggregate, exceed the price paid for the Product giving rise to the claim.
- 9. Applicable law and venue.** All transactions through the Enfocus online portal are subject to Belgian law, without reference to its conflicts of laws principles. The United Nations Convention on the International Sale of Goods will not apply. Each party hereby consents to the exclusive authority of the courts of Ghent, Belgium, to resolve and settle any dispute that arises in relation to this agreement, any transactions through the Enfocus online portal and/or the use of the Products procured.