

DESKTOPGATE – END-USER LICENSE AGREEMENT

FULL LEGAL TITLE OF THE AGREEMENT PARTY

_____ (USER)

MACHINE ID:

(This ID is shown during DesktopGate Server installation. Detailed information can be found under <http://www.desktopgate.com/Help/en/InstServer.html>)

	BUSINESS CONTACT	TECH CONTACT
Name:		
Address:		
Phone:		
Fax:		
E-Mail:		

The Licenser and the user agree on this End-User Agreement.

USER COMPANY:

DATE:

AUTHORIZED – Name, Surname:

Title:

Signature:

Please read this license agreement carefully before using the software. By accepting this agreement, you indicate that you have approved to be a user or a licensee and that you fully accepted all terms and conditions of this agreement. If you should deny the terms of this agreement, please do not install the software. Likewise, the usage of the software shall mean that all terms and conditions of this agreement will be binding for you.

LICENSE AGREEMENT

PARTIES

ARTICLE 1. The parties of this license agreement are;

1.1 - Licensee

Address :

1.2 - KÖK BİLİŞİM LİMİTED ŞİRKETİ

Address : Nene Hatun sok. No:6/6 Moda Kadıköy İstanbul

DEFINITIONS

ARTICLE 2. In this License Agreement and in all its' Annexes, the following shall mean;

2.1 -KÖK BİLİŞİM LTD. ŞTİ., shortly " **LICENSER** " ,

2.2 –Licensee, shortly "**USER** " ,

2.3 –DESKTOPGATE software consists of three main parts, these are the parts

a. DestopGate Server

b. DesktopGate Client

c. DesktopGate Administrator. It shall shortly be indicated as the "**SOFTWARE**".

2.4 -KÖK BİLİŞİM and the USER shall shortly be indicated as the "**PARTIES**".

2.5 Depending on the number of the computers on which the USER will install the SOFTWARE;

a. BASIC PACKAGE: For USAGE ON UP TO 5 CLIENT COMPUTERS

b. STANDART PACKAGE: For USAGE ON UP TO 10 CLIENT COMPUTERS

c. PREMIUM PACKAGE: For USAGE ON UP TO 20 CLIENT COMPUTERS

d. PROFESSIONAL PACKAGE: For USAGE ON UP TO 40 CLIENT COMPUTERS

e. ENTERPRISE PACKAGE: ESTABLISHED INDIVIDUALLY FOR EACH COMPANY BASED ON THE AGREEMENT TO BE DETERMINED BETWEEN THE LICENSER AND THE USER ACCORDING TO THE NUMBER OF COMPUTERS OR SUPPORT NEEDS OF THE COMPANY.

SUBJECT OF THE AGREEMENT

ARTICLE 3. The subject of this License Agreement is the transfer of the licensed **SOFTWARE** to the **USER** and the rights and liabilities of the **PARTIES**.

RIGHTS and LIABILITIES of the PARTIES

ARTICLE 4.

4.1 – With this agreement, the **LICENSER** has assigned the **USER** the right to use this software with its limited, non-exclusive and inalienable license for the duration of this agreement pursuant to the terms and conditions indicated herein.

4.2 – In the case of a trial version of the **SOFTWARE**, the **USER** shall be allowed to use this version for the duration indicated by the **LICENSER**. The extension of this duration requires the written approval of the **LICENSER**.

4.3 – Irrespective the issues contained in this License Agreement, the **LICENSER** shall not be liable for any warranty, in which manner this might be given with regard to any trial version of the software, provided just "as it is" principle as foreseen herein, or such a warrant shall not be binding for the **LICENSER** in any way.

4.4 – In case of subscription versions, the **USER** shall lose his rights for access to software related services when the monthly or periodical subscription fees are not paid or the subscription duration is terminated.

4.5 – The **LICENSER** shall have the right to cancel the license when he should determine that the passwords (keys) supplied to the **USER** for the usage of the **SOFTWARE** are shared in internet environment or any other environment. The **LICENSER** will be able to inhibit the usage of the software via the internet or a remote control system in such a case. The **USER** shall not have the right for any claims if the license should be cancelled due to this reason. The parties accept, state and commit this issue.

4.6 – The **LICENSER** cannot be held responsible for any damages to the Software or that this becomes inoperative due to user's fault, system failures, 3rd party software, virus effect that cannot be attributed to him.

4.7 – The **USER** shall not have the right for any claims if the software should be lost, the passwords supplied to the User should be stolen, lost or fall in the hands of a third person.

4.8 – The **LICENSER** shall not be held responsible for any damages to incur due to a faulty or negligent usage of the software or results which incur/may incur due to illegal usages.

LICENSE ISSUANCE and LICENSE USAGE

ARTICLE 5.

5.1 – The **LICENSER** shall assign an ID number to the server on which the software will be used in order to determine the users of the software and to determine troubles or contradictions to the agreement via the internet. The license key (key) to be supplied by the **LICENSER** pursuant to the MACHINE ID shall take the **SOFTWARE** out of the demo mode and make it ready for use. The **SOFTWARE** shall continue running in demo mode as long as the license key is not entered. . Therefore, the **LICENSER** shall not be held responsible for troubles regarding the license key upon transmission of the license key to the **USER** in digital environment. The **Parties** accept, state and commit this issue.

5.2 – The **Software** can be accessed by the installation of the software from the media supplied to the **User**, or a download of the **Software** from an e-mail or website provided by the **LICENSER**.

5.3 – The **User** shall be responsible for utilizing his own test data in order to satisfy himself on the results of the **Software** and the quality of its operation prior to the operational usage of the **Software**.

5.4 – This license agreement gives the licensee the right to use the software in the manner and on the number of computers and/or servers allowed by the purchased PACKAGE.

5.5 – In network environment, the licenses need to be purchased pursuant to the maximum number of computers connected to the server or the maximum number of users connected to the server.

5.6 – The number of the users or computers connected to the server may not exceed the number of licenses supplied with the agreement and clearly indicated in the License Certificate of this software.

5.7 – The number of computers, on which the software is installed, may not exceed the number of licenses clearly indicated in the License Certificate of this software.

5.8 – The **USER** shall use this software in order to control the personnel available/employed in its entity. The **LICENSER** shall not be responsible for any damages and losses possible to incur in case of an otherwise usage of the software.

5.9 – The software owner may only be companies. The **LICENSER** shall have the right to terminate the agreement unilateral if he should ascertain or determine as a result of his own examinations that the

person/s, intending to purchase the **SOFTWARE** are not company authorized. The **LICENSER** shall not be responsible for any damages to incur due to a termination of the agreement for that reason.

5.10 – The **LICENSER** is not responsible for the security of the information recorded with the software. The provision of the security of such information is the responsibility of the **LICENSEE**.

INTELLECTUAL RIGHTS

ARTICLE 6.

6.1 – The copyrights of the **SOFTWARE** and any document in its attachment belong to the **LICENSER** and are protected by the Intellectual and Artistic Works Code Nr. 5846.

6.2 – The **SOFTWARE** may not be sold, hired to third persons without the written approval of the **LICENSER**. The transfer, hire or copying of the software to third persons is only possible within the frame of the written approval of the **LICENSER**. The provisions of Article 6.3 of this agreement are preserved.

6.3 – With this License Agreement, the **LICENSER** allows the obtainment of only a single copy of the CD-ROM content or the files to be downloaded from the internet. It is mandatory that such a copy includes all software property right statements.

6.4 – The **SOFTWARE** and his products are exclusive property of the **LICENSER** and/or its software suppliers. The **LICENSER** or its software suppliers are the owners of the intellectual property and copyrights on the software, documents or any other work, software or product provided to the **USER** pursuant to this Agreement.

6.5 – The **LICENSER** permits the usage of the **SOFTWARE** or his products at neutral and with goodwill performed comparative examinations pursuant to recognized or customary sectoral applications. Such examinations may only be performed by using the latest versions of the respective software or products.

6.6 – The intellectual property of the software and all copies made by the **USER** with permission and any kind these belong to the **LICENSER** and his suppliers. The structure, layout and codes of the **SOFTWARE** constitute valuable intellectual properties of the **LICENSER** and his suppliers. The **SOFTWARE** is protected by the Intellectual and Artistic Works Code and International Agreements. Except those clearly indicated herein, this agreement does not provide the **USER** any intellectual property rights to the **USER** and all not clearly provided rights are preserved by the **LICENSER** and his suppliers. The **Parties** accept, state and commit these issues.

6.7 – It is not permitted to convert the whole or a part of this **SOFTWARE** into source codes, to apply reverse engineering or fragmentation. The **USER** accepts, states and commits to show the necessary diligence in this issue.

TRAINING

ARTICLE 7.

7.1 – The **USER** shall be responsible for providing the appropriate training of his own personnel or **Authorized Associate Organizations** and his **Professional Consultants**. Any training to be provided by the **LICENSER** shall be negotiated separately by the **PARTIES**.

SOFTWARE UPDATE and IMPROVEMENT

ARTICLE 8.

8.1 – The **USER** accepts, states and commits for the duration of the agreement that the **LICENSER** may stop developing the software or product purchased by the **USER** along with the agreement for the benefit of others in order to provide the improvement of the **LICENSER** products for compliance with the technological progresses and their appropriate development. In such cases, the **USER** may select another software or product pursuant to the product transition program of the **LICENSER**. In

that case, the **USER** approves that he accepts the terms of such a policy and that he will adapt his computer according to this when necessary. The transition to the new software or product may be charge free or against charge depending on the sources assigned by the **LICENSER** for the research and development activities of the new software or product and the possible variations of these. The **USER** has approved that he will accept these changes, in which manner ever, without any claim for indemnification. **KÖK** shall inform the **USER** on any changes of such nature. The **Parties** accept, state and commit these issues.

8.2 – The **USER** accepts, states and commits for the duration of the agreement that the **LICENSER** may make modifications and adjustments of the services in order to ensure the compliance with the mentioned technological progresses.

8.3 – The **USER** has confirmed that he will accept these changes without any claim for indemnification in any nature. **KÖK** shall inform the **USER** on any changes of such nature.

8.4 – If the **USER** should transit to a new version of the software or product of the **LICENSER** in order to update the old version, so he shall only be entitled to use the new version or software or product only and exclusively accept the terms and conditions in the documents, materials and specifications regarding the new version or software or product. The Licensee shall be liable for deleting any type of material corresponding to the old version in such case. The **Parties** accept, state and commit these issues.

8.5 – The **USER** accepts, states and commits that he will deemed to have approved all changes to be made on the services and software features by accepting this License Agreement.

8.6 – The **LICENSER** will not give any warranty for that the **SOFTWARE** will run in compliance with current developments (e.g. a new version of Windows). In this case, the **USER** shall either install the update if there should be any available on the DesktopGate website, or obtain a new version of the **SOFTWARE**.

DATA COLLECTION

ARTICLE 9.

9.1 – The **LICENSER** notes that he may use the data collection techniques at definite software or products in order to collect technical information, to develop the software or products, to provide related services, to adapt these on user preferences and to prevent an unlicensed or illegal use of the software or product. The **USER** has accepted that the **LICENSER** may use such information in the scope of the services provided in relation to the software or products and supply him marketing information. The **USER** accepts that the **LICENSER** may provide updates or add-on's in relation to the software or product, which are automatically downloaded on the licensee's computer. The **Parties** accept, state and commit these issues.

9.2 – The **USER** may be obliged to provide the **LICENSER** definite personal information in order to include the software in the scope of the agreement and to use this. The **LICENSER** declares to the **USER** that he shall use such personal information in pursuant to the currently valid legislation and as indicated in the Confidentiality Policy of the **LICENSER**. The licensee may access this Confidentiality Policy at: <http://www.kokbilisim.com/privacypolicy.aspx>

LIMITED WARRANTY AND REMEDY

ARTICLE 10.

10.1 – The **LICENSER** gives, without prejudice to any valid consumer protection act, a guarantee of ninety (90) days upon delivery of the product in accordance to the written documents and/or help file supplied along with the **SOFTWARE** or product against any production or operation failure. During this term and provided that the **USER** has activated the services at the appropriate location, the **LICENSER** shall provide the limited remedy below, which is the only liability of the **LICENSER** and the exclusive remedy of the licensee regarding any failure of the **SOFTWARE** or product or the

printed documents, subject of this License Agreement: The **LICENSER** shall provide the amendment or renewal of any faulty optical media and also any false printed document which will not allow the operation of the software. This limited amendment or renewal remedy; shall also be valid for the files downloaded from the internet if the **SOFTWARE** should be supplied via download from the internet. If it should be necessary to amend or replace a faulty optical media or a printed document, the licensee shall send these to the **LICENSER**. No amendment or replacement shall be made in any manner unless the original document or optical media is not returned by the **USER**. It will not be required to return the printed documents, if the **SOFTWARE** should be supplied via download from the internet. The **Parties** accept, state and commit these issues.

OTHER PROVISIONS

ARTICLE 11.

11.1 – The **LICENSER** shall not be responsible for any possible failures at the performance of the licensed software due to external technical equipment.

11.2 – The use of the **SOFTWARE** is presented in this agreement and the **LICENSER** shall not be held responsible for any default of the **SOFTWARE** functions, for reasons not attributable to the **LICENSER**. The **LICENSER** does not commit that the software were faultless or will continuously fulfil its function. The **Parties** accept, state and commit these issues.

11.3 – The **USER** shall be responsible for the use of the **SOFTWARE** by others. The **USER** has undertaken the responsibility for any losses and/or damages due to any interference with any third party software installed by the **USER** on his computer with the **SOFTWARE** and its updates and any other problem that might incur due to the interaction between two software or any conflicting code strings. The **Parties** accept, state and commit these issues.

11.4 – Regardless any issue that may contradictory be stated in the scope of this Agreement or any other place, the **LICENSER** shall in no case be liable to pay an indemnification beyond the price paid by the **USER** for the software. With respect to this, it will be disregarded whether the **USER** should have notified the **LICENSER** on the possibility of such an indemnification or not.

11.5 – The **SOFTWARE** is not designed and intended to be used in dangerous environments that require failure safe (with protection against troubles) performance as it is the case at the operation of nuclear facilities, aircraft traffic or communication systems, weapons or defence systems or in any other context in which any failure of the software might result directly in death, personal injury or heavy damages to property or environment. The **LICENSER** particularly renounces any clear or implied warranty for that the software is appropriate for such activities. The **Parties** accept, state and commit these issues.

11.6 – The **SOFTWARE** is supplied on a CD-ROM or the internet. The **SOFTWARE** may only be used on the computer(s) of the **USER**. The **SOFTWARE** may not be used on computer(s), which are not property of the **USER** or lent, hired, presented, donated or transferred to another user.

The licensee may not make any changes to the whole or part of the software, services and/or any other document, included into the product.

11.7 – The **USER** authorizes the **LICENSER** personnel to visit him in order to confirm that these license conditions are complied with.

11.8 – If the **USER** should not comply with any of the terms and conditions of this agreement, the **LICENSER** shall have the right to cancel this License Agreement without any prior notification.

11.9 – If any of the provision of this agreement should be inapplicable, the respective provision shall be deemed to be inexistent and not affect the whole of the agreement. The **Parties** accept, state and commit this issue.

TRANSFER and CANCELLATION

ARTICLE 12.

12.1 – The **USER** may not hire his rights, assign sub-licenses regarding the **SOFTWARE** or transfer or alienate these, or, except the clear permitted situations by this agreement, may not permit the copy of the software in whole or partially on the device of a third party without the written approval of the **LICENSER**. Along with this, the **LICENSER** shall have the right to cancel the agreement unilateral in case of an alienation of the **SOFTWARE** and/or its copies, including the updates and the previous versions, of the **SOFTWARE** and/or commonly packaged or pre-installed all other software or equipment, property of the **LICENSER**, to a natural/juridical person. The **LICENSER** shall in no manner held responsible for any incurred/to incur damages due to the cancellation.

12.2 – The **USER** accepts, states and commits that he shall destroy any copies related to the software or return software information and documents to the **LICENSER** in case of a termination of the Agreement due to any reason.

NOTIFICATION

ARTICLE 13.

13.1 – The **Parties**; accept, state and commit that their addresses indicated in this agreement are their valid notification address, that any notification to be made to these addresses shall have the consequences of a legally valid notification unless that any changes to these addresses are not notified to the other party in written.

PRICE and PAYMENT METHOD

ARTICLE 14.

14.1 – The right of withdrawal cannot be used since software and programmes are not included into the scope of returnable products due to their attributes. The **USER** should have used and tried the charge free version of the software provided on the DesktopGate website prior to purchasing the software.

The withdrawal right for products sold as packages require the provision that the packaging of the product was not opened, damaged and the product is not used.

DURATION, TERMINATION and CANCELLATION of the AGREEMENT

ARTICLE 15.

15.1 – This License Agreement shall enter into force on the date of its signature. The **PARTIES** shall be bound by this agreement for the duration of the agreement, except the general cancellation grounds and the special cancellation circumstances indicated in the agreement. The **Parties** accept, state and commit these issues.

DISPUTES

ARTICLE 16.

16.1 – The courts and executives of Istanbul (Çağlayan) shall be authorized for disputes due to this agreement.

This Agreement consists of 16 Articles and is issued in two copies and shall enter in force with its signature by the parties.