

License Agreement for the use of Argonaut data storage system.

IMPORTANT

If you do not accept the terms of this License Agreement for the use of the Argonaut data storage system (the "Agreement"), you cannot use the Argonaut data storage system.

Read this Agreement carefully before using the Argonaut data storage system and additional documentation ("Terms of Service for Technical Support and Agreement for the Provision of Technical Support Service" (Technical Support Agreement)). By starting to use the Argonaut data storage system, you agree to these terms and conditions, and this Agreement between you (the "Licensee") and Argo Technologie SA (the "Licensor") enters into force.

1. Scope of the license

The Licensor grants and the Licensee accepts a non-exclusive license for installation, configuration and service of Argonaut data storage systems on one or more servers, depending on the data storage specification and only for the storage volume specified in such specification. The validity period of the Argonaut data storage system license is equal to the term of the paid Technical Support Agreement. The Licensee undertakes not to copy, reproduce or allow others to copy or reproduce the Argonaut data storage system or any parts of it thereof.

2. Ownership and restrictions

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(4) Licensee agrees not to change the file names or the files themselves when accessing the operating system or parts of it.

(5) The Licensor does not grant the Licensee any rights to the intellectual property of the Argonaut data storage system, its features, the structure, activation system or any other functional or non-functional features.

3. Validity period

(1) This Agreement is valid until the termination or expiration date of the paid Technical Support Agreement.

(2) The Agreement will be terminated, but without compensation for the unused time of use, if the Licensee decides to terminate it by destroying all installations and distributions of the Argonaut storage system on all servers on which the Argonaut storage system was installed and

the documentation for it, as well as all copies of it in the possession of the Licensee or somehow else related to the Licensee.

(3) Licensor may terminate this Agreement if Licensee fails to comply with the terms and conditions of this Agreement. After termination of the Agreement, the Licensee undertakes to destroy the Argonaut data storage system and its copies or parts of it that are in the possession of the Licensee or under his control.

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6. Governing legislation

The Argonaut storage license is governed by Swiss law.

7. Independence of provisions

If any part of this Agreement is held invalid and inapplicable, this will not affect the validity of the rest of the Agreement, which will remain in force in accordance with its terms.

8. Export restrictions

The licensee warrants that the Argonaut storage system will not be supplied, transferred, exported or re-exported to another country or used in violation of the laws of the USA, EU, Switzerland and or any other applicable export laws or regulations. The licensee undertakes not to export or re-export the Argonaut storage system or its parts or products based on it in any form without a proper license issued by the government of the USA, EU, Switzerland or another country. This Agreement will automatically terminate upon violation of the License.