

Distribution Terms of DGAssistant Software Service

(Last Updated 1th of December 2015)

What the Agreement Covers:

The DGAssistant Software Service (as defined below) is being made available by DGAssistant Software S.L.U. ("DGAssistant," "we," "us," or "our") to You on the condition that You agree to these terms and conditions (the "Agreement"). "Licensee," "You," or "Your" refers to the person accessing or using the DGAssistant Software Service, or, if the DGAssistant Software Service is being used on behalf of an organization, such as an employer, "Licensee," "You," or "Your" means such organization. In the latter case, the person accessing or using the DGAssistant Software Service represents and warrants that he or she has the authority to do so and bind such organization to this Agreement. Violation of any of the terms below will result in the termination of this Agreement and Your access to the DGAssistant Software Service. BY CHECKING THE "I ACCEPT THE END USER LICENSE AGREEMENT" CHECK BOX, COMPLETING THE REGISTRATION PROCESS, OR USING THE DGAssistant SOFTWARE SERVICE, You ACKNOWLEDGE THAT You HAVE REVIEWED AND UNDERSTOOD THIS AGREEMENT AND ACCEPT THESE TERMS AND ARE AUTHORIZED TO ACT ON BEHALF OF, AND BIND TO THIS AGREEMENT, THE OWNER OF THIS ACCOUNT. IF You DO NOT HAVE SUCH AUTHORITY, OR IF You DO NOT AGREE WITH THESE TERMS, You MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCESS OR USE THE DGAssistant SOFTWARE SERVICE. You FURTHER AGREE THAT, EXCEPT FOR WRITTEN SEPARATE AGREEMENTS BETWEEN DGAssistant AND You, THIS AGREEMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES

This is a license distribution agreement and not an agreement for sale.

DGAssistant Software Service is a cloud service to enable the management of dangerous goods. The DGAssistant Software Service is the unified portal through which Users and Customers can access and manage consignments, receipts, participants and other topics related to dangerous goods.

DGAssistant may change the terms of this Agreement at its sole discretion. If we change the terms, then we will make a new copy of the Agreement available at <http://www.dgassistant.com/documents/distribution-agreement.pdf>. Your use of the DGAssistant Software Service is subject to the most current version of the Agreement at the time of such use.

Certain Definitions.

"Applicable Laws" means national, federal, state, and local laws, rules, and regulations including, without limitation, those laws and regulations relating to data privacy and security in each applicable jurisdiction.

"Confidential Information" includes any proprietary data and any other information disclosed by one party to the other in writing and marked "confidential" or disclosed orally and, within five business days, reduced to writing and marked "confidential." However, Confidential Information will not include any information which:

- (i) is or becomes known to the general public other than through a breach of the receiving party's obligations hereunder;
- (ii) is already in the receiving party's possession prior to disclosure by the disclosing party;
- (iii) is received rightfully from a third party without an obligation to maintain such information in confidence; or
- (iv) is independently developed by the receiving party without the use of the disclosing party's Confidential Information.

“Content” means all data and content, such as data files, written text, keys, computer software, photographs, videos or other images that You upload to or that is processed using the DGAssistant Software Service.

“User Account” means an account specific to one of Your Licensed Users through which the Licensed User accesses the DGAssistant Software Service for Your benefit or on Your behalf.

"Documentation" means any accompanying documentation made available to You (electronically or otherwise) by DGAssistant for use with the DGAssistant Software Service, expressly excluding any user blogs, reviews, or forums.

“Intellectual Property” or “Intellectual Property Rights” means all inventions and/or works and any and all rights under U.S. and/or other countries, trade secrets, know-how, copyrights, and other industrial or intangible property rights of a similar nature; all rights pursuant to grants and/or registrations worldwide in connection with the foregoing and all other rights with respect thereto; all rights under applications for any such grant or registration, all rights of priority under international conventions to make such applications and the right to control their prosecution, and all rights under amendments, continuations, divisions, and continuations-in-part of such applications; and all rights under corrections, reissues, patents of addition, extensions, and renewals of any such grant, registration, and/or right.

“Licensed User” means You or an individual person, employee or third-party partner authorized to use the DGAssistant Software Service for You in accordance with this Agreement. Each Licensed User must register their own User Account and may not use the DGAssistant Software Service except under the terms of this Agreement.

“End User” means the Customer under whose name DGAssistant has provisioned the Service

“Software” means any DGAssistant proprietary software products, SDKs, data, code, files, or other software made available to You through the DGAssistant Software Service in accordance with Your Subscription, together with any fixes, updates, and upgrades provided to You.

“Subscription” means Your subscription to the DGAssistant Software Service pursuant to the terms of this Agreement. Subscription is further limited to the specific level of service to which You have subscribed.

“DGAssistant Software Service” means the DGAssistant Software Service Portal, including the DGAssistant Software Service Application, the DGAssistant Software Web site (<http://www.dgassistant.com>) and Documentation, as well as the various DGAssistant Products accessible through the DGAssistant Software Service Portal.

The words "include" and "including" mean "including but not limited to."

1 GENERAL TERMS OF SERVICE REQUIREMENTS

All Users and resellers (You included) before using or reselling the DGASSISTANT Service, have to accept the General Terms of Service DGAssistant Software, available at <http://www.dgassistant.com/documents/license-agreement.pdf>, with DGASSISTANT and comply with the conditions thereof. In particular, the licenses shall be supplied in such a way as to permit use only by the Customer to whom the license has been registered. You expressly accept that the service shall be supplied in accordance with this practice.

If any provision of this Agreement conflicts with a provision in the General Terms of Service DGAssistant, the provision of this Agreement shall prevail.

2 END USER LIMITATIONS OF RESELL

You are not allowed to sell Dangerous Goods End User License Subscriptions to third party resellers or distributors of the service, unless a prior written approval by DGASSISTANT. This limitation shall also apply to associated companies.

3 TERM OF PURCHASED SUBSCRIPTIONS.

Subscriptions purchased by You, commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless DGASSISTANT have given You notice of a pricing increase at least 90 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such renewal pricing increase shall not exceed 7% of the pricing for the relevant DGASSISTANT Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

4 PRICE LICENSE AND CUSTOMERS ACQUIRED BY YOU

You are entitled to determine, even independently from DGASSISTANT, the sales prices to be applied in proposing the User License for the programs to which this Agreement refers but it will never be less than DGASSISTANT public sales prices for Dangerous Goods End User Licenses. From year to year DGASSISTANT is entitled to vary the product prices and You shall be obliged to adjust to the new prices.

Responsibility for selling the products to Customers acquired by You shall lie exclusively with You.

The Customers with the 'Lite' Subscription Service Level have the following limitations: are only allowed to define one End User and only one Working Center in the DGASSISTANT Service. The 'Lite' Subscription Service Level is incompatible with IMDG and IATA licenses.

5 LINK TO THE DGASSISTANT SOFTWARE SERVICE

You are allowed to establish links from your web site to the DGAssistant Software Service, but always following the DGASSISTANT instructions and avoiding to damage the image, reputation or interests of DGASSISTANT.

6 BRANDING

You can set up your own logo and icon to be shown to you and your customers. To set up it you have to send to the support department a 240x40 image with PNG format and an icon with ICO format.

7 WHITE LABEL MANAGED HOSTING SERVICE

The purchase of the extra service "White Label Managed Hosting" grants you the following benefits :

1. Own server with your own browser address, (app.your-domain.com for example) instead of app.dgassistant.com
2. Login page doesn't show "Powered by DGAssistant"
3. Documents doesn't show "Copyright DGAssistant Software"

To purchase the extra service "White Label Managed Hosting" please contact the sales department

8 SUPPORT

DGASSISTANT shall provide You with technical/commercial sales aids for the products consisting of:

- commercial assistance;
- technical-functional assistance;

You may make direct arrangements for the setup of the service, their start-up and the training of the Customer's employees. DGASSISTANT shall assume no responsibility for activities performed by Your employees in respect of the Customer.

When a non default setup or customization is required by a customer, You shall inform DGASSISTANT and after an analysis of the case, DGASSISTANT may collaborate in the setup or customization.

DGASSISTANT shall guarantee the Customer technical upper level assistance and maintenance for the Dangerous Goods End User Licenses, subject to the Customer signing the relative agreement with DGASSISTANT. It shall provide the Customer with the revisions and updates. You shall give to the Customer the complete first level assistance. The first level assistance is the activity that covers all aspects regarding the use of the program, its installation, the reference to the regulations. The upper level assistance will cover only the technical problems (bad functioning).

DGASSISTANT supplies a demo version of the programs to be offered by You as a sales aids. Its use shall be limited to demonstrative purposes only, with the exclusion of all other activities.

9 DEFENSE LICENSED DGASSISTANT SOFTWARE

You shall be responsible for the defense of the of rights of copyright relating DGASSISTANT software in case of violation by a third party related to You, and must take the lead in defending those rights.

However DGASSISTANT may assume at any time the direction of the defense of the rights of DGASSISTANT software, if deemed appropriate.

If You become aware of the violation by a third of rights of copyright relating DGASSISTANT software, it shall inform DGASSISTANT.

You may not assign or in any case transfer this Agreement and the obligations arising thereunder, to third parties, nor grant a Sub-license in whatsoever form, without the prior written consent of DGASSISTANT. This limitation shall also apply to associated companies.

10 CONFIDENTIALITY

DGASSISTANT and You shall take appropriate steps to ensure observance of this commitment even with regard to its own collaborators and associated companies. You undertake to personally observe and to ensure that Customers observe the confidentiality regulations provided in the General Terms of Service DGAssistant Software pertaining to DGASSISTANT products and services. You also undertake to refrain from creating or having created, either directly or through any associates or third parties, application programs for application areas and subjects dealt with the programs to which this Agreement refers. Furthermore You undertake to refrain from supplying information about DGASSISTANT programs to third parties whose purpose is to create similar application programs.

You undertake to maintain maximum confidentiality in respect of the technical and functional contents of the software products to which this Agreement refers, in its dealings with third parties who are not established Customers and limited to commercial aspects in its dealings with potential Customers.

The Parties agree that all directly or indirectly related to this Agreement and with DGASSISTANT software license agreement, information is secret and confidential. Thus, the Parties agree not to disclose and keep strictly confidential and secret that information, expressly prohibiting the disclosure of all information and knowledge related to the granted license, and its later developments, such as technical procedures, plans, drawings, etc...

The above restrictions on disclosure and use shall not apply to information already in the public domain or enter the public domain through a means other than the violation of this Agreement, or to be disclosed by express mandate of law, order of the competent authority, decree, regulation or other law, in which case it shall provide written notice to the other Party prior to its disclosure.

The Parties reserve the right to disclose by any usual means of communication, the signing of agreements that the parties can reach between them, always respecting the duty of confidentiality that may be applicable to the specific content thereof.

The provisions of this clause shall continue in full force and be binding on the parties regardless of the termination of this Agreement.

11 TAXATION AND COSTS

The Parties agree that each shall assume and pay its own costs and expenses incurred as a result of the provisions of this Agreement.

12 DGASSISTANT SOFTWARE S.L.U LEGAL INFORMATION

DGAssistant Software S.L.U. TAX CODE: ES-B09545245. Address: Plaza Infanta Doña Elena S/N, Burgos, Spain. Registered at the Burgos Business Register in volume 664, section 8, sheet BU-14973, registration 1.

The DGAssistant Software web site is <http://www.dgassistant.com>