



© 2010 Media Security Networks and YourSafetynet are registered trademarks  
All rights reserved – Patent protected technology

## Media Security Networks software licence agreement for:

# YourSafetynet home

Rev. 2.8 – 07/09/2010

**Important:** The terms and conditions in this Licence Agreement must be read attentively before the licensee starts using the software. Media Security Networks BV is only willing to grant a licence for the software if and to the extent that the person, the company or the legal entity who wishes to accept the licence (hereinafter referred to as: the “licensee”) accepts all provisions set forth in this Licence Agreement. This is a statutory and enforceable agreement between the licensee and Media Security Networks BV. By opening this package, breaking the seal, clicking on the “agree” or “yes” button, otherwise electronically granting permission or by loading the Software the licensee declares to agree with the terms and conditions and provisions of this Licence Agreement. If the licensee does not agree with these terms and conditions and provisions then the licensee clicks the “disagree” or “no” button. In that case the licensee cannot and may not make any further use of the Software. YourSafetynet and Media Security Networks are registered trademarks and can by no means be used without the prior approval in writing of Media Security Networks BV. The Software is patented (multiple patents were applied for) and protected by national legislation and international conventions concerning copyrights. Each and every usage in breach of the provisions set forth in this Licence Agreement or without the thereto required licence(s) is prohibited.

### Whereas:

1. Media Security Networks has developed Software under the name “YourSafetynet” that covers various risks during the computer and internet usage.
2. The software and documentation pertaining to this licence (hereinafter jointly referred to as: the “Software”) are owned by Media Security Networks or its licensors and are protected by copyright legislation.
3. Even though the Software shall at all times remain the property of Media Security Networks after acceptance of this licence you shall be entitled to use the Software. This licence is applicable to all releases, revisions or expansions of the Software that are delivered to you by Media Security Networks. With the exception of possible changes by means of a Media Security Networks’ licence certificate, licence coupon or licence key (each hereinafter individually referred to as: a “Licence Module”) that are attached to this licence or predate or postdate this licence, your rights and obligations with regard to the use of this Software are as follows.



**Media Security Networks and the licensee declare to have agreed as follows:**

## **1. Rights and obligations of the licensee**

### **1.1 The licensee is entitled:**

- A. to use one copy of the Software on one single computer, which computer must basically be owned by the licensee. Media Security Networks grants the licensee a non-exclusive licence for the use of the Software, which licence is accepted by the licensee. If a Licence Module has been added to this licence or predates or postdates this licence the licensee shall be entitled to use the Software that is licensed to the licensee by Media Security Networks on the specified number of computers and to make the number of copies that is specified in the Licence Module and to use the Software for the purpose specified in or with the Licence Module. The Licence Module represents the evidence of this right. That is why the licensee must properly store the Licence Module. Namely, without the Licence Module the licensee is not entitled to copy the Software;
- B. to make one copy of the Software for archiving purposes or to copy the Software on a hard disc on the computer and to keep the original for archiving purposes;
- C. offer or use the Software in a network, provided the licensee disposes of a licence copy of the Software for each and every computer that can access the Software via the network;
- D. after written notification to Media Security Networks, transfer the Software to another person or another entity on a permanent basis, provided the licensee does not keep copies of the Software and the party to whom the Software has been transferred agrees with the provisions of this licence;
- E. use the Software in accordance with the additionally permitted applications that are elaborated below.

### **1.2 The licensee is not entitled to:**

- A. copy the printed documentation delivered with the Software;
- B. sublicense, rent or lease any part of the Software; reverse-engineer, decompile, disassemble, change, translate, attempt to discover the source codes of the Software or to use the Software as a basis for other products;
- C. sell, rent or otherwise make the Software available to third parties for financial consideration, use the same for the benefit of third parties or use the same as part of a timesharing, service provider or service agency scheme, barring resale pursuant to article 9;
- D. use an earlier version or copy of the Software once the licensee has received and installed an alternative set of discs or an updated version. When upgrading the Software all copies of the earlier version must be destroyed;



- E. use a later version of the Software than the currently delivered version of the Software, unless the licensee purchased an 'upgrade insurance and/or agreement' or otherwise acquired the right to use a later version;
- F. transfer the rights and obligations by virtue of this Licence Agreement to a third party without the prior approval in writing of Media Security Networks. Media Security Networks is authorised to connect conditions to the grant of permission;
- G. the YourSafetynet; use the HOME Edition of the Software for any purpose other than private purpose by a natural person who does not act in the course of a profession or business;
- H. use the Software in a manner that has not been approved in this Licence Agreement, including the abuse, damage and destruction of the Software;
- I. use the Software in a manner that is in breach of the additional restrictions that are elaborated below;
- J. change or adjust the Software.

## **2. Fee:**

For the rights granted to the licensee as intended in article 1.1 of the Licence Agreement the licensee shall pay Media Security Networks a licence fee in accordance with the selected software configuration and as selected by the licensee in the web shop.

## **3. Substantive updates:**

The content of the software product YourSafetynet of Media Security Networks is regularly actualised by means of updates. This actualisation is hereinafter referred to as: the "substantive updates". The licensee can receive substantive updates during the period for which the licensee concluded a maintenance agreement, except for the substantive updates that are only made available by Media Security Networks by means of a separately purchased subscription, or during the period for which the licensee otherwise acquired the right to receive substantive updates. Media Security Networks reserves the right to at any desired moment and without prior notification designate specific substantive updates as updates for which a separate subscription must be purchased. This kind of designation does, however, not affect the receipt of substantive updates during the term of the maintenance agreement concluded at the purchase date, to the extent that these updates would fall under the scope of said maintenance agreement on the purchase date. This licence does by no means grant the licensee the right to receive and/or use substantive updates.

## **4. Product installation and required activation:**

Technological measures have been embedded in this Software that prevent illegal use of the Software or use of the Software without the required licence. The licensee agrees with the fact that Media



Security Networks can use these measures to protect Media Security Networks against software piracy. This Software can comprise technology with which the possibility to install the Software on or to delete the Software from a computer is limited to a maximum number of times for a maximum number of computers. This Licence and the Software with this technology must be activated as further elaborated in the documentation. Before the Software is activated by the licensee the Software is only active for a limited period of time. During the activation the licensee enters a unique product key pertaining to the Software and the computer configuration in the form of an alphanumerical code via the internet in order to verify the authenticity of the Software. If the licensee does not activate the Software within the very limited period of time, as indicated in the documentation, or as requested by the Software, the Software shall no longer be active until the activation has been carried out. After activation the functionality of the Software is reinstated. If the licensee is unable to activate the Software via the internet or via another method specified during the activation process then the licensee can contact customer support of Media Security Networks®. To this end the licensee follows the information that is provided by Media Security Networks during the activation or that is indicated in the documentation.

#### **5. Fifteen (15) days money-back-guarantee:**

If the licensee is the original licensee of this copy of the Software and does not agree with the terms and conditions set forth in this software licence agreement the licensee must contact customer service of Media Security Networks within 15 days after the purchase for a full refund of the purchase price, minus the shipping and processing costs. The original purchase receipt or invoice must be presented. This guarantee is exclusively applicable to purchases delivered directly by Media Security Networks.

THE MONEY-BACK-GUARANTEE IS ONLY AND EXCLUSIVELY APPLICABLE IF OUR VERIFICATION SHOWS THAT THE YOURSAFETYNET SOFTWARE HAS NOT BEEN ACTIVATED. THE ACTIVATION OF THE YOURSAFETYNET SOFTWARE IS ONLY POSSIBLE WHEN THE USER AGREES WITH OUR LICENCE TERM SAND CONDITIONS.

#### **6. Limited warranty:**

6.1 Media Security Networks warrants that the media by means of which the Software is distributed are free from defects for a period of sixty (60) days as from the date when the Software was delivered to the licensee. The only means of redress of the licensee in case of non-compliance with this warranty consists of either replacement by Media Security Networks of the defective media that were returned to Media Security Networks within the warranty period or repayment of the purchase amount of the Software, all at the sole discretion of Media Security Networks. Remedy can also take place by means of a problem avoiding restriction or by supplying an update. Media Security Networks does not warrant that the Software complies with the requirements imposed by the licensee, that the functioning of the



Software shall be uninterrupted or that the Software is free from errors. The warranty is only applicable if the licensee has complied with all its obligations vis-à-vis Media Security Networks.

6.2 THE AFOREMENTIONED WARRANTY IS EXCLUSIVE AND IT REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES CONCERNING MARKETABILITY, SUITABILITY FOR A SPECIFIC APPLICATION OR THE NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

## 7. Liability<sup>1</sup>:

THE USE BY THE LICENSEE OF THE SOFTWARE FULLY TAKES PLACE AT ITS OWN RISK. MEDIA SECURITY NETWORKS OR ITS LICENSORS SHALL BY NO MEANS BE LIABLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES AS WELL AS LOST PROFIT OR LOSS OF DATA, AS A RESULT OF THE USE OR THE UNAVAILABILITY OF THE SOFTWARE, BARRING TO THE EXTENT THAT LIABILITY DERIVES FROM THE LAW. MEDIA SECURITY NETWORKS OR ITS LICENSORS SHALL BY NO MEANS BE LIABLE FOR ANY DAMAGES THAT ARE THE DIRECT OR INDIRECT RESULT OF CIRCUMSTANCES THAT CAN BE IMPUTED TO THE LICENSEE OR ANY AUXILIARY PERSON OF THE LICENSEE, THAT ORIGINATE FROM THE UNLAWFUL, IMPROPER OR INJUDICIOUS USE OF THE SOFTWARE OR THAT ARE CAUSED BY ANY OTHER CIRCUMSTANCE OF WHICH THE RISK IS BORNE BY THE LICENSEE OR USER. MEDIA SECURITY NETWORKS OR ITS LICENSORS SHALL IN PARTICULAR NEVER BE LIABLE FOR DAMAGES RESULTING FROM BREACHES OF THE PRIVACY OF THIRD PARTIES, INCLUDING EMPLOYEES AND AUXILIARY PERSONS OF THE LICENSEE, DUE TO THE USE OF THE SOFTWARE IN ANY WAY WHATSOEVER. THE LICENSEE INDEMNIFIES MEDIA SECURITY NETWORKS AND ITS LICENSORS AGAINST ANY AND ALL CLAIMS OF THIRD PARTIES ON ACCOUNT OF A BREACH OF THE PRIVACY OF THESE THIRD PARTIES.

IN NO INSTANCE WHATSOEVER SHALL THE LIABILITY OF MEDIA SECURITY NETWORKS OR ITS LICENSORS, BARRING TO THE EXTENT THAT LIABILITY DERIVES FROM THE LAW, EXCEED THE PURCHASE PRICE OF THE SOFTWARE<sup>1</sup>.

## 8. Privacy and processing of personal data:

Media Security Networks respects the privacy of the licensee and sees to it that your personal data are processed accurately and in accordance with the Dutch Personal Data Protection Act (“*Wet Bescherming Persoonsgegevens*”). Media Security Networks shall not make personal data available to third parties, barring to the extent that this has been indicated in these terms and conditions or that this is required for a proper implementation of the Licence Agreement. The licensee hereby authorises Media Security Networks for any and all use of its personal data that is in line with the framework of this Licence Agreement. This permission can at any time be revoked by the licensee. Media Security



Networks shall in that case delete your personal data from its files, with the exception of personal data that are required for proper operational management or for compliance with a statutory duty by Media Security Networks.

The Software can be used to collect, process and communicate personal data of the user and/or third parties. In terms of the processing of personal data Media Security Networks observes the requirements imposed by the Dutch Personal Data Protection Act. For the remainder reference is made to the Privacy Statement.

#### **9. Resale regulations:**

If corresponding additional written approval has been granted to the licensee by Media Security Networks then the licensee shall be authorised to resell, rent or otherwise make the Software and possible substantive updates available to third parties for financial consideration, however exclusively to the extent that the relevant Software or substantive updates are meant for the relevant third party (parties). In case of resale the licensee acts in its own name, at its own expense and at its own risk and the licensee is not authorised to conclude agreements for or on behalf of Media Security Networks or to create the impression that the licensee acts as the agent or representative of Media Security Networks. In case of resale the licensee indemnifies Media Security Networks against any and all claims or rights of a buyer in respect of the Software. The licensee must see to it that the buyers agree with an end user licence that imposes at least the restrictions from this licence on the buyers, including but not limited to complete exclusion of liability for the benefit of Media Security Networks. Media Security Networks can desire that the licensee furnishes evidence of the same. The licensee is not entitled to use any trade name, brand name, logo or sign of Media Security Networks or of undertakings affiliated with the same in promotional or commercial communications with the objective of making use of the goodwill or reputation of Media Security Networks for the canvassing of customers by the licensee. The licensee can, however, communicate in a professional manner that it regards products of Media Security Networks.

#### **10. Intellectual property rights:**

10.1 The intellectual property rights with regard to the Software are vested in Media Security Networks. The Software remains the property of Media Security Networks. By no means shall the licensee acquire copyrights, database rights and/or other (intellectual property) rights with regard to the Software.

10.2 The licensee acknowledges that the use of the Software is subject to the restrictions that are imposed in pursuance of Dutch legislation by intellectual property laws and other forms of legal protection, including but not limited to copyrights, neighbouring rights, database rights and rights to



software and that breaches of these restrictions result in statutory liability. The licensee shall refrain from breaching these restrictions.

## **11. Term and termination of the Licence Agreement:**

11.1 The Licence Agreement is concluded for a previously established term and comes to an end by operation of law thereafter.

11.2 Without prejudice to the grounds for and the manner of termination in paragraphs 11.6 and 11.7 of this article a party shall be entitled to terminate the Licence Agreement through dissolution if and to the extent that this party is by law entitled to do so. If this Licence Agreement comes to an end, Media Security Networks shall not be liable for possible damages incurred by the licensee as a result of the termination of the Licence Agreement.

11.3 As from the moment that the Licence Agreement comes to an end the licensee shall no longer dispose of the rights granted to the licensee by Media Security Networks in pursuance of this Licence Agreement.

11.4 The licensee commits to, if the Licence Agreement comes to an end, discontinue and keep discontinued any use of the Software or a part thereof as from the start date of the termination.

11.5 If this Licence Agreement comes to an end for any reason whatsoever, the licensee commits to immediately discontinue the use of the Software and to forthwith destroy all copies of the Software. The warranty and liability exclusions and restrictions shall remain in full force and effect after termination of the Licence Agreement.

11.6 Media Security Networks is entitled to terminate the Licence Agreement with immediate effect either in whole or in part, without being liable to pay any compensation for damages, if a winding-up petition is filed for either party or either party is declared insolvent or if suspension of payment is granted to either party or if the business of Media Security Networks is terminated or is, either in whole or in part, transferred to a third party or if the licensee does not comply with the terms and conditions of the Licence Agreement.

11.7 For the remainder the Licence Agreement only comes to an end if both parties agree with termination of the Licence Agreement in writing.

## **12. General:**

12.1 Dutch law is applicable to this Licence Agreement.



12.2 Disputes with regard to or deriving from this Licence Agreement shall exclusively be brought to the cognisance of the competent court in the district of Breda.

12.3 This Licence Agreement and all thereto related Licence Modules form the complete Licence Agreement between the licensee and Media Security Networks with regard to the Software and: (i) supersede any and all earlier or current oral or written communications, proposals and statements concerning the subject matter of this Licence Agreement, and (ii) take precedence over any and all contradictory or additional terms and conditions of any possible quote, order, confirmation or similar communication between the parties. Software and documentation are delivered “ex works” from the Netherlands.

12.4 This part has been translated from the original text document in the Dutch language. In case of a discrepancy between the English language version and the original Dutch text document, the Dutch text document shall always and unconditionally prevail and apply.

12.5 This Licence Agreement can only be changed by means of a Licence Module that is delivered with this licence or by means of a written document signed by both the licensee<sup>2</sup> and Media Security Networks.

<sup>1</sup> The specified exclusions and restrictions of the liability are applicable, regardless of the fact as to whether the licensee accepts the Software or not.

<sup>2</sup> If the licensee has any questions about this Licence Agreement or if the licensee wishes to contact Media Security Networks on other matters then please write to:

Media Security Networks BV  
Customer Services  
PO Box 579  
4900 AN Oosterhout (NB)  
Netherlands