

MCL License Manager

for MCL (Version 4)

User Account: Terms of Use

(Version 1.5 – November 2014)

The Website located at License.MCL4e.com – (the "Site") belongs to MCL (registered in the Belgian crossroad bank of enterprises, BCE/KBO n° 2.087.817.310) having its office at NYSDAM Office Park, Avenue Reine Astrid 92 (3rd floor), 1310 La Hulpe, Belgium (hereafter "MCL").

Through the MCL License Manager, MCL provides a service for users to register and manage their MCL (Version 4) licenses (the "Services").

In order to use the features of the Site, You must register for an account with MCL at MCL License Manager ("User Account") and provide certain information about yourself as prompted by the Site registration form.

By creating a User Account and registering one or more MCL license(s) to it, User (i.e. You) enters into a binding agreement with MCL Technologies, under the following Terms and Conditions.

Subject to your acceptance of these Terms of Use, MCL grants you a non-transferable, non-exclusive, license to use the Site and Services for your personal use.

1. Applicability

By creating an Account, You declare to have carefully read these Terms of Use and You agree to the applicability of these Terms of Use and the contents thereof. If You do not fully agree to the applicability and contents of these Terms of Use, You are not authorized to create, access or otherwise use the Account.

You are not entitled to create an Account in a Third Party's name, unless this Third Party has explicitly permitted You, in writing, to do so.

You are not entitled to register in your User Account any MCL license of which You are not yourself the valid licensee.

2. MCL License Manager User Account

- a. You warrant that the personal information that you share with MCL including your name and e-mail address is correct.
- b. You are responsible for maintaining the confidentiality of your Account login information.
- c. You allow MCL to register your personal information under point a for the purpose of administrating your User Account and to contact you in relation to the license(s).
- d. You are entitled to obtain information about which personal information MCL stores on your behalf and how this information is treated once per year. You are also entitled to have the information corrected if necessary.
- e. MCL may disclose your name to third parties if required to do so by law.
- f. You must inform MCL immediately of any unauthorized use of your User Account that you become aware of.
- g. You are solely responsible for all activity that occurs on your User Account vis-à-vis MCL and third parties.
- h. MCL reserves the right to terminate your User Account at any given time with no prior notice if you violate the End-User License Agreement (EULA) terms of any MCL software.

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4. General Terms

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SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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d. Customer Reference

Unless MCL receives a written notice to opt-out You agree that MCL may identify You as a Licensee and use your logo in sales presentations, marketing materials and press releases.

e. Governing Law and Jurisdiction.

The present Terms of Use will be governed by and construed in accordance with the laws of Belgium; and the courts of Brussels, Belgium will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the present Terms of Use.

Notwithstanding anything to the contrary, MCL may seek injunctive relief in any court having jurisdiction to protect its intellectual property or confidential or proprietary information.

f. If any provision of these Terms of Use is null and void, invalid or is voided, the other provisions of these Terms of Use will remain fully in effect. In this case, the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

g. Changes to Terms of Use.

These Terms of Use are subject to occasional revision, and if MCL makes any substantial changes, MCL may notify you by sending you an e-mail to the last e-mail address You provided to us (if any) and/or by prominently posting notice of the changes on the Site. Any changes to these Terms of Use will be effective upon the earlier of thirty (30) calendar days following MCL's dispatch of an e-mail notice to You (if applicable) or thirty (30) calendar days following MCL's posting of notice of the changes on the Site. These changes will be effective immediately for new users of the Site or Services. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that You have provided MCL is not valid, or for any reason is not capable of delivering to You the notice described above, MCL's dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of the Site or Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.