

# License Agreement

**Effective as from 28 March 2024**

This License Agreement is a contract between ISL Online (the licensor) and you (the licensee) regarding your access or usage of the Software. The Software is protected by intellectual property laws and treaties. It is important to note that access to the Software is provided to Customers as part of the service, except with the Self-hosted Software Plan where the Software is licensed, not sold. By installing, copying, downloading, accessing, or otherwise using the Software, you agree to be bound by the terms of this License Agreement.

The terms defined in the Terms of Service shall, unless otherwise specified in this License Agreement, have the same meaning in this License Agreement.

## 1. Definitions

**Concurrent Session or Simultaneous Session.** Once a session is established by the User and throughout the duration of a session, the session is considered as a Concurrent Session (or Simultaneous Session).

**Concurrent User.** Once a Session is established by the User and throughout the duration of a Session, the User is considered as a Concurrent User.

**Customer or You.** Refers to a legal entity (or individual person) that wishes to access or use the Software in accordance with this License Agreement.

**Desktop App and Mobile App.** The Desktop App is a software or web application that must be installed and used on a desktop or laptop computer to access and utilize the Software. The Mobile App is a software or web application that must be installed and used on a mobile device, such as a smartphone or tablet, to access and utilize the Software.

**End-User or Client.** A person who joins a Session to receive remote desktop support, or similar services provided by you using the Software.

**ISL Online Account.** To access or use the Software, you need to register with us. Once the ISL Online Account is created, you are also able to manage the Software's settings, Software Plans, and Users within your ISL Online Account.

**ISL Online Cloud or ISL Online Network.** A global network of servers hosted in professional data center facilities managed exclusively by ISL Online in accordance with strict security standards. The ISL Online Network is hosting Sessions established by Users using the Free Trial, Prepaid and Professional Software Plans ("Software-as-a-Service").

**Managed Device.** A computer or mobile device where a remote access agent (software module called "ISL AlwaysOn") is installed and active. This allows a User to remotely access and control a Managed Device.

**Scope of Services.** Any limitations applied to your ISL Online Account related to the access or use of the Software (i.e., maximum number of Concurrent Sessions, Users, or Managed Devices and other limitations such as included features, the specified Subscription Term, updates & upgrades eligibility, and other Software characteristics).

**Session.** Any remote desktop connection initiated by a User using the Software.

**Session Data.** All data and information, such as screen sharing data, files, audio, and video (content of Sessions) which is transferred during Sessions.

**Software.** The Software (products, and services including the Website, Desktop Apps and Mobile Apps, and any associated software modules, media, printed materials, electronic documentation, software updates, add-on components, web services, and other related supplements) is developed and provided under the brand name

ISL Online on the following addresses [www.islonline.com](http://www.islonline.com) and [www.islonline.net](http://www.islonline.net) ("Website") by XLAB d.o.o., a private limited company organized under the laws of Slovenia, with the registration number 1639714, VAT ID: SI15779092 and its business address Pot za Brdom 100, 1000 Ljubljana, Slovenia ("ISL Online Headquarters").

**Software Plan.** Refers to a specific package or tier of access to or usage of the Software, with a defined set of features and pricing. The features and functionality available within a Software Plan vary depending on the specific needs and requirements of Customers, and different pricing options are available based on factors such as usage limits, duration of access, and level of support provided.

**Subscription Term or Validity.** A period starting with the registration of the ISL Online Account or activation of the activation key which you receive after completing the purchase and ending on the date as defined by the Scope of Services of your access right or the license at the time of your purchase.

**User or Licensed User or Operator.** Refers to you or a person employed or engaged by you that is authorized to initiate a Session by using the Software.

## 2. Software Plans

Customers may access or use the Software based on the selected Software Plan in accordance with the Terms. The available Software Plans are:

### Free Trial

By creating an ISL Online Account eligible Customers can begin a Free Trial of the Software for a period of 15 days or longer, as determined by ISL Online. During the Free Trial period the Customer is provided with the right to access the Software hosted by ISL Online Cloud. After the Free Trial period elapses, access to the Software and any related rights will terminate.

### Prepaid

This Software Plan provides the Customer with the right to access the Software hosted by ISL Online Cloud for the period of purchased Session minutes or for 12 months, whichever comes first. Customers may purchase a specific amount of session minutes in accordance with the Scope of Services and Price List as valid at the time of purchase. Access to the Software and any related rights will terminate either after 12 months after the purchase or once all purchased Session minutes have been consumed, whichever comes first.

### Professional

This Software Plan provides the Customer with the right to access the Software hosted by ISL Online Cloud for the duration of the Subscription Term in accordance with the Scope of Services and Price List as valid at the time of purchase. After the Subscription Term elapses, access to the Software and any related rights will terminate.

### Self-hosted

This Software Plan is a purchase of a license, where the Customers are granted with a license to access and use the Software on their own server infrastructure. Eligible Customers may begin a free trial of the self-hosted license of the Software for a period of 30 days or longer, as determined by ISL Online. After the trial period, your right to access and use the Software and any related rights will terminate. When using a Self-hosted license, Customers may install and use the Software on their own server infrastructure in accordance with the Scope of Services and Price List as valid at the time of purchase. After the Subscription Term elapses (if applicable), your right to access and use the Software and any related rights will terminate.

**Enterprise**

ISL Online provides the Software and associated services to enterprise Customers as a Managed Private Cloud (MPC) solution. The MPC solution is a single-tenant, exclusively hosted system, tailored to the specific needs of enterprise Customers. To access the MPC system, a Managed Private Cloud Agreement must be executed between ISL Online and the Customer.

**Extra**

Additional services associated with the Software provided by ISL Online or its Authorized Partners, such as training, customization, integration, consulting, and similar services, are available upon request. Any such extra services and fees must be agreed upon in writing.

## 3. Grant of Access Right and License

**Desktop Apps and Mobile Apps**

ISL Online grants the User and the End-User the right to access and use the Desktop Apps and Mobile Apps on their own devices to access and use the Software; the User and the End-User are granted a non-exclusive, non-sublicensable, non-assignable, royalty-free, worldwide license to download, install and use the Desktop & Mobile Apps on their own devices for accessing and using the Software, and subject to the terms and conditions of this License Agreement.

**Software-as-a-Service**

When ISL Online grants the Customer the right to access the Software hosted by ISL Online Cloud this means that the Software is sold to the Customer as a Software-as-a-Service and the customer is granted a non-exclusive, non-sublicensable, non-assignable, worldwide license to access and use the Software installed on ISL Online Cloud as service during Free Trial period, purchased session minutes or Subscription Term, in accordance with the Scope of Services and the Price List valid at the time of purchase, and subject to the terms and conditions of this License Agreement.

**Self-hosted License**

When ISL Online grants the Customer the right to access and use the Software on their own server infrastructure; the customer is granted a non-exclusive, non-sublicensable, non-assignable, worldwide license to access, install, or use the Software on their own server infrastructure during the Subscription Term, in accordance with the Scope of Services and the Price List valid at the time of purchase, and subject to the terms and conditions of this License Agreement.

**General**

The Customer may only access, install, or use the Software for the business purposes of its own legal entity. It should be noted that each legal entity is considered separate if they possess different tax numbers. No implied licenses are granted under this License Agreement, and any rights not expressly granted are reserved by ISL Online.

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## 4. Acceptable Use

### General

The Customer agrees to access or use the Software only in accordance with the Terms. Any access or usage of the Software that falls outside the scope of the Terms will require prior written consent from ISL Online.

### Fair Usage Policy

This Fair Usage Policy is in place to ensure that all Users and End-Users of the Software have a fair and consistent experience, preventing any single User or End-User from consuming excessive resources and negatively affecting the performance of others. During the use of Prepaid and Professional Software Plans, Session Data is transmitted through the ISL Online Cloud. Users and End-Users are required to adhere to data traffic usage in line with the Purpose of Business, as outlined in the [Terms of Service](#). Activities leading to excessive data traffic or negatively affecting the network or other Users or End-Users are prohibited. Such activities may include, but are not limited to, running processes that generate extensive data traffic, extensive file sharing, extensive video streaming, or participating in similar actions. ISL Online retains the right to monitor data traffic usage to ensure compliance with the Fair Usage Policy. In the event of policy violations, ISL Online may take suitable measures, such as issuing warnings, throttling data speeds, imposing additional fees, or suspending or terminating services without refunding any paid fees, if any, regardless of the amount of time left of the Customer's Subscription Term or the remaining session minutes. These measures may be applied regardless of the Software Plan.

### Unacceptable Use

The Customer is prohibited from accessing or using, or facilitating or allowing others to access or use the Software in any of the following ways: (a) for reverse engineering, decompiling, disassembling, or circumventing technical limitations of the Software; (b) for the production or marketing of services or products substantially similar to the Software; (c) in any manner that could damage, overburden, impair, or otherwise interfere with the Software; (d) to remove, modify, or obscure any copyright, trademark, or other proprietary notices; (e) for any unlawful, illegal, fraudulent, or harmful activity; (f) to violate the integrity or availability of any computer, software application, or network; or (g) to send unsolicited mass email or other unsolicited messages (commonly referred to as "spam").

Any breach of this provision shall be considered a material breach of the agreement between the Customer and ISL Online and will be subject to actions by ISL Online, including, but not limited to, suspending or terminating the services and the agreement, notwithstanding the provisions of clause 12 of this agreement. ISL Online shall notify the respective Customer thereof via regular communication channels. In case of termination of services due to unacceptable use, the Customer shall not be entitled to a refund of any fees paid by the Customer to ISL Online, if any, regardless of the amount of time left of the Customer's Subscription Term or the remaining session minutes. These measures may be applied regardless of the Software Plan. ISL Online shall collect evidence of unacceptable use and, if so requested by the Customer, present it to the Customer for review.

## 5. Upgrades and Updates

ISL Online has sole discretion over the deployment of any updates or upgrades to the Software. Your eligibility and other terms regarding the updates or upgrades to the Software are defined by the selected Software Plan and specific terms defined in the Price List at the time of your purchase of the selected Software Plan. Any updates or upgrades to the Software will be governed by the terms of this License Agreement.

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## 6. Rights & Obligations

ISL Online is permitted to monitor the functioning and performance of the Software used by the Customer and generate performance analytics based on this data. However, any tracking and analytics performed by ISL Online will be anonymized and aggregated to protect the privacy of the Customer.

Upon request from the Customer and payment of reasonable costs and expenses for procuring and providing such information, ISL Online or its Authorized Partners will supply the interface information required to achieve interoperability beyond the existing API capabilities of the Software with independently created computer programs.

It is the responsibility of the Customer to ensure that the equipment on which the Software is installed and the devices from which the Software is accessed are in good working order and operating condition and suite Software requirements. The Customer is also responsible for the network connection through which the Software is accessed, as well as maintaining, protecting, and managing the credentials of Users who access or use the Software.

The Customer bears full responsibility for all data and information processed by the Software (referred to as "Session Data"), as well as all activities performed by Users or End-Users accessing or using the Software. The Customer is also responsible for securing and maintaining all rights related to the Session Data and ensuring that such data does not infringe upon the rights of any third party. ISL Online will not assume any liability or obligations related to the Session Data or the Customer's activities carried out using the Software.

When you create an ISL Online Account, you agree to (i) maintain the security of your ISL Online Account by protecting your password and by restricting access to your ISL Online Account; (ii) promptly notify us if you discover or otherwise suspect any security breaches related to your ISL Online Account (iii) take responsibility for all activities that occur under your ISL Online Account and accept all risks of any authorized or unauthorized access to your ISL Online Account, to the maximum extent permitted by law.

## 7. Intellectual Property

ISL Online will hold exclusive economic copyrights related to the Software, including any modifications, adaptations, updates, or upgrades and/or translations thereof, as well as any trademarks, logos, domain names, images, photographs, animations, videos, audio, music, text, and applets incorporated into the Software, and any other intellectual property created in connection with the Terms.

The Customer agrees to irrevocably assign to ISL Online all intellectual property rights related to any feedback provided to ISL Online, including but not limited to suggestions, ideas, performance analytics, or other information regarding the Software or related services. This assignment will be unlimited in time, scope, and territory, and will enable ISL Online to become the exclusive owner of all economic copyrights associated with such feedback.

ISL Online is the owner of all title and intellectual property rights associated with the Software and accompanying printed materials, except for third-party dependencies that are licensed to ISL Online for use and redistribution under open-source licenses. Additionally, any copyright materials such as trademarks, logos, images, or other elements provided by the Customer to ISL Online for the purpose of customizing the Software to match the Customer's brand identity will remain the property of the Customer.

## 8. Confidentiality

The parties agree to maintain the confidentiality of any information exchanged between them to fulfill the obligations set forth in this License Agreement. This confidential information includes any information provided to the other party, including copies and records, that meets any of the following criteria: (a) it is designated as confidential or expressly identified as such at the time of exchange; (b) it must be kept confidential due to the principles of good faith and fair dealing, its nature, or would be regarded as confidential by a reasonable third party; or (c) it is required to be kept confidential by applicable law.

The duty of confidentiality shall not apply to information (a) which already prior to its disclosure was known to the receiving party, was developed independently by the receiving party, or was otherwise lawfully obtained by the receiving party; (b) which is in the public domain or has been published or which becomes part of the public domain or is published without any breach of the Terms; (c) which has been expressly approved for disclosure by the disclosing party in writing vis-à-vis the receiving party; or (d) which is required to be disclosed under applicable law or a binding court order or regulatory directive.

## 9. Warranty

This software and all related services are provided by ISL Online on an "AS IS" and "AS AVAILABLE" basis. ISL Online makes no representations or warranties of any kind, express or implied, as to the operation of this software or the information, content, materials, or products included on or associated with the software.

To the full extent permissible by applicable law, ISL Online hereby disclaims all express, implied, or statutory warranties, including, but not limited to, implied warranties of merchantability, accuracy, condition, uninterrupted use, fitness for a particular purpose or noninfringement of third-party rights.

ISL Online or its Authorized Partners will not be liable for any damages of any kind arising from the use of this software, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.

The foregoing disclaimer of warranties and liabilities does not affect any warranties and liabilities which cannot be excluded or limited under applicable law.

## 10. Indemnification

The Customer shall keep ISL Online indemnified against all claims, demands, actions, costs, damages, losses, liabilities, and expenses arising from any third-party claim (a) asserting that the Session Data or activities conducted with the Software infringe upon the rights of or have caused harm to a third party; (b) resulting from the Customer's violation of the Terms; or (c) stemming from any other unauthorized access or usage of the Software.

You will immediately inform us of any third-party claims, actions, or legal proceedings that you become aware of involving ISL Online. We reserve the right to have exclusive control over the defence of any claim that is subject to indemnification.

## 11. Limitation of Liability

We will not be liable for any delay or failure to perform any obligation under the Terms where the delay or failure results from any cause beyond our reasonable control.

The Software may include inaccuracies or typographical errors. Changes are periodically added to the information herein. ISL Online may make improvements or changes to the Software at any time. No information provided to you by ISL Online shall be considered or construed as advice.

ISL Online nor any of our respective agents, officers, employees or advisers shall not be held responsible for any loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, including but not limited to damages for lost profits, revenues, business interruption, loss of business information, or corrupted data arising out of or in any way related to the Software or the Terms, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), even if we were aware of the possibility or likelihood of such damages or you were advised of the possibility of such damages.

To the maximum extent permitted by applicable law the total aggregate liability of ISL Online to the Customer regarding any loss of revenue or profit, indemnity obligations, claims, losses, or damages will be limited in aggregate to the amount actually paid by you during the past twelve (12) months of your Subscription Term for accessing or using the Software.

The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional, willful, or reckless misconduct of either party.

## 12. Termination

This License Agreement remains valid for the duration of your Subscription Term, unless either party provides written notice of termination to the other party. Either party has the right to immediately terminate this License Agreement upon written notice to the other party, in the event of a material breach of this License Agreement by the other party. In the event of a material breach, specifics identified in Clause 4 of this agreement shall be taken into account in regard to the termination.

Upon termination of this License Agreement for any reason, (a) all rights granted to the Customer under this License Agreement shall cease; and (b) the Customer must immediately stop accessing and using the Software.

Customers using the Prepaid and Professional Software Plans will have access to the Session history of the Software for at least three months after the termination date. We will delete it upon your request during or after this period, or automatically in accordance with our retention policy. Customers using the Self-hosted Software Plan are responsible for managing and deleting the Session history of the Software themselves. Notwithstanding the foregoing, in the event of a material breach ISL Online reserves the right to retain session history beyond the standard three-month period as necessary for the purpose of legal defense in any ensuing disputes.

## 13. Survival

Your responsibility to make payment for amounts due to us under this License Agreement, as well as the obligations of both parties related to intellectual property, warranties, indemnification, and confidential information, will continue to be in effect even after termination of this License Agreement.