



APPVENTIX

SIMPLE. POWERFUL. REALTIME.

End-User License Agreement ("Agreement")

AppVentix

Version 2.0

Effective Date: 20 May 2026

Please read this End-User License Agreement carefully before clicking the "I Agree" button, downloading or using AppVentix.

1. Interpretation and Definitions

1.1 Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or plural form.

1.2 Definitions

For the purposes of this Agreement:

"Agreement" means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Application.

"Application" or **"Software"** means the AppVentix software program, including all updates, upgrades, patches, documentation, and related components provided by the Company.

"Company" (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to AppVentix, Heiloo, The Netherlands.

"Customer Data" means any information, directory data, configuration files, logs, credentials, or other content processed, stored, or transmitted by the Application on behalf of the end-user

"Device" means any device capable of accessing or running the Application, including physical, virtual, or cloud-based systems.

“Documentation” means any manuals, instructions, technical materials, or specifications provided by the Company relating to the Application.

“License Key” means the activation or entitlement mechanism issued by the Company for authorized use of the Application.

“Subscription” means a time-limited license entitlement issued by the Company.

“Third-Party Services” means any services, software, APIs, data, or products provided by third parties that may be displayed, included, linked to, or made available by the Application.

“You” means the individual accessing or using the Application or the legal entity on behalf of which such individual is accessing or using the Application.

2. Acknowledgment

By clicking the “I Agree” button, downloading, installing, accessing, or using the Application, You agree to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, You may not install, access, or use the Application.

This Agreement is a legally binding agreement between You and the Company. You represent and warrant that You have the legal authority to enter into this Agreement on behalf of Yourself or the legal entity You represent.

3. License

3.1 Scope of License

The Company grants You a non-exclusive, non-transferable, limited license to download, install, access, and use the Application solely for Your internal business purposes and strictly in accordance with this Agreement. The Application is licensed and not sold. No ownership rights in the Application are transferred to You.

3.2 License Models

Unless otherwise specified in an Order Form or quotation, the Software is licensed on a per-named-user basis. A "Named User" means an individual authorized by You to access or use the Software, regardless of actual usage frequency or concurrent access.

Licenses are:

- registered to the Customer's legal entity and deployment site;
- non-transferable except with prior written approval from the Company;
- subject to applicable minimum annual contract values (ACV); and
- delivered electronically through license keys or other entitlement mechanisms.

All active licenses include maintenance, updates, and standard support during the licensed term.

The Company may also offer Site licenses under separate commercial terms. A "Site" means a single Active Directory domain or Azure AD tenant and its associated configuration.

Managed Service Providers (MSPs) may use a Site license to manage multiple customers within one licensed Active Directory domain or Azure AD tenant. Separate Site licenses are required for separate customer domains or tenants.

3.3 Subscription and Term

Unless otherwise specified in an applicable Order Form, quotation, or other written agreement, licenses to the Software are subscription-based and granted for a fixed subscription term.

During an active subscription term, You are entitled to use the Software in accordance with the licensed scope and to receive applicable updates, upgrades, maintenance, and support services made available by the Company. Upon expiration or termination of the subscription term, Your rights to use

the Software shall cease unless the subscription is renewed or otherwise extended in writing. Any perpetual license rights, if offered by the Company, must be expressly stated in the applicable Order Form or quotation.

3.4 License Restrictions

You agree not to, and You shall not permit others to:

- license, sublicense, rent, lease, assign, distribute, host, outsource, or commercially exploit the Application;
- modify, adapt, translate, or create derivative works of the Application;
- reverse engineer, decompile, disassemble, decrypt, or otherwise attempt to derive source code;
- remove, alter, or obscure proprietary notices;
- use the Application to develop competing products or services;
- use the Application in violation of applicable laws or regulations;
- perform unauthorized penetration testing or security circumvention activities without prior written authorization from the Company.

4. Intellectual Property

The Application, including all copyrights, trademarks, patents, trade secrets, source code, object code, interfaces, and other intellectual property rights, remains the sole and exclusive property of the Company and its licensors.

Nothing in this Agreement grants You any rights to use the Company's trademarks, logos, branding, or trade names except as expressly authorized in writing.

5. Customer Data and Privacy

The Software is designed for deployment and operation within infrastructure controlled by You or Your hosting provider. As part of normal operation of the Software, Customer Data is processed within Your environment and remains under Your control.

Unless explicitly agreed otherwise in writing or required for support services authorized by You, the Company does not access, host, store, or process Customer Data on Your behalf. You are solely responsible for:

- the lawfulness, integrity, accuracy, and security of Customer Data;

- compliance with applicable privacy, data protection, cybersecurity, and employment laws; and
- configuring and operating the Software in accordance with Your internal policies and legal obligations.

If the Company is required to process personal data on Your behalf in connection with support services or other agreed services, such processing shall be governed by a separate Data Processing Agreement (DPA), where applicable.

The Software does not transmit Customer Data to the Company except where explicitly configured or authorized by You. The Company shall not remotely access Customer environments without prior authorization from You.

6. Security Responsibility Boundary

You are responsible for the deployment, configuration, administration, operation, and security of the environment in which the Software is installed or used, including all infrastructure, servers, operating systems, directory services, credentials, network configurations, backups, monitoring systems, and administrative access controls.

You are responsible for:

- maintaining appropriate security measures and access controls;
- applying updates and security patches provided by the Company in a timely manner;
- maintaining backup and recovery procedures;
- ensuring the suitability and security of Your infrastructure and third-party systems; and
- verifying that the Software is configured and operated in accordance with Your internal policies and legal obligations.

The Company shall not be responsible for issues, damages, security incidents, or data loss resulting from:

- unauthorized access to Your environment;
- misconfiguration of the Software or infrastructure;
- failure to implement updates or security recommendations;
- use of unsupported environments or third-party systems; or
- actions performed by Your users, administrators, contractors, or third parties under Your control.

Nothing in this Agreement shall be interpreted as transferring operational control or security responsibility for Your environment to the Company.

7. Your Suggestions

Any feedback, comments, suggestions, ideas, improvements, or recommendations provided by You relating to the Application may be used by the Company without restriction and without compensation or attribution to You.

You acknowledge that all such suggestions are provided voluntarily.

8. Modifications to the Application

The Company reserves the right to modify, suspend, discontinue, or replace the Application or any part thereof at any time. Where reasonably practicable, the Company will provide advance notice of material changes.

The Company may from time to time provide updates, patches, upgrades, security fixes, vulnerability remediations, compatibility updates, and feature enhancements. Updates may modify or remove certain features or functionality.

The Company may discontinue support for older versions of the Application after reasonable notice.

9. Maintenance and Support

9.1 Scope

The Company provides maintenance and support services for customers with an active and valid license or subscription.

Support services may include:

- installation assistance;
- configuration guidance;
- troubleshooting;
- bug investigation; and
- general usage support relating to the Software.

Support does not include issues caused by unsupported environments, third-party systems, customer modifications, misuse, infrastructure outside the Company's reasonable control, or professional services unless otherwise agreed in writing.

Support requests may be submitted through:

- the support portal at support.appventix.com; or
- support@appventix.com.

9.2 Business Hours and Days

Support is provided during regular business hours: Monday to Friday, 09:00–17:00 Central European Time (CET), excluding weekends and Dutch public holidays as defined on [government.nl](https://www.government.nl). Support requests received outside business hours will be processed starting from the next applicable business day.

9.3 Response and Resolution Times

The Company will use commercially reasonable efforts to respond to support requests within the target response times set out below. Response and resolution times are targets only and do not constitute a guaranteed service level agreement (SLA) unless expressly agreed otherwise in a separate written agreement.

Initial Response Time:

For support requests received during business hours, the initial response time is up to 1 business day, depending on the assigned priority.

Resolution Time:

Resolution times depend on the type and severity of the request, as follows:

Tier 1 – Service Requests (Assistance / Usage Questions):

General assistance related to downloading, installing, or using the Software.

Target resolution time: up to 48 hours.

Tier 2 – Defects / Bug Fixes:

Issues that cause incorrect behavior or reduced functionality of the Software.

Resolution time: depends on the severity and will be addressed in the next available patch or release.

Critical issues may be prioritized for an earlier fix.

Tier 3 – Change Requests / New Features:

Requests for functional changes, integrations, or new features.

Resolution time: determined by the Company's product development cycle and may be included in a future release.

The priority of each support request is determined by the Company based on the **impact on the customer's operations**. While end-users may indicate the perceived urgency, the final classification (low, medium, high, or critical) is assigned by the Company to ensure consistent and fair handling across all customers.

9.4 Security Vulnerability Notifications

If the Company becomes aware of a confirmed security vulnerability materially affecting the Software, the Company will make commercially reasonable efforts to notify affected customers within a reasonable timeframe.

Notifications may be provided by email, the support portal, release notes, the Company website, or in-product communications.

Customers are responsible for timely implementation of patches, updates, and mitigation guidance provided by the Company.

9.5 Version Assurance

Customers with an active subscription or maintenance agreement are entitled to receive versions, updates, upgrades, and security fixes released during the applicable active term. Access to updates, upgrades, maintenance, and support may cease upon expiration or termination of the applicable subscription or maintenance term.

10. Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Application. Third-party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

10.1 Open Source Components

The Software may include or distribute third-party open-source software components subject to their respective open-source license terms. To the extent required by applicable open-source licenses, such licenses may govern the use of the relevant open-source components instead of this Agreement.

11. Confidentiality

Both parties agree to protect Confidential Information using reasonable care and to use such information solely for purposes related to this Agreement.

Confidential Information shall not include information that:

- (a) is publicly available without breach of this Agreement;
- (b) was lawfully known prior to disclosure;
- (c) is independently developed without use of confidential information; or
- (d) must be disclosed by law or court order.

Each party may disclose Confidential Information only to employees, contractors, or advisors who have a need to know such information and who are bound by confidentiality obligations no less protective than those contained herein.

12. Term and Termination

This Agreement shall remain in effect until terminated by You or the Company. The Company may suspend or terminate access to the Application for material breach of this Agreement, misuse of the Application, non-payment, security concerns, or legal compliance requirements.

Upon termination, You shall cease all use of the Application and delete all copies of the Application. Sections relating to intellectual property, confidentiality, indemnification, limitation of liability, audit rights, and governing law shall survive termination.

13. Indemnification

You agree to indemnify and hold harmless the Company and its affiliates, employees, officers, licensors, and partners from claims, damages, liabilities, costs, and expenses arising from:

- (a) Your misuse of the Application;
- (b) Your violation of this Agreement;
- (c) Your violation of applicable laws or regulations; or
- (d) infringement of third-party rights caused by Your actions.

14. No Warranties

The Software is provided “as is” and with all faults and defects without warranty of any kind.

To the maximum extent permitted by applicable law, the Company, its affiliates, licensors, and suppliers disclaim all warranties, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising from course of dealing, course of performance, or usage in trade.

The Company does not warrant that the Software:

- will operate without interruption or error;
- will meet Your requirements or achieve any intended results;
- will be compatible with all systems, environments, or third-party software;
- will be entirely free from vulnerabilities, malicious exploitation, or security incidents; or
- that all defects or errors can or will be corrected.

Beta, preview, early access, or experimental features may be provided without warranty, support, or service level commitments.

Some jurisdictions do not allow certain warranty disclaimers or limitations. In such cases, the above disclaimers shall apply to the maximum extent permitted by applicable law.

15. High-Risk Use

The Software is not designed or intended for use in environments requiring fail-safe performance, including life-support systems, nuclear facilities, aviation safety systems, critical emergency response systems, or other hazardous environments where software failure could result in death, personal injury, or severe physical or environmental damage.

16. Limitation of Liability

To the maximum extent permitted by law, the aggregate liability of the Company arising out of or relating to this Agreement shall not exceed the total fees paid by You for the Application during the twelve (12) months preceding the event giving rise to the claim.

In no event shall the Company be liable for indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of profits, loss of data, business interruption, or loss of goodwill.

Nothing in this Agreement shall exclude liability that cannot be excluded under applicable law.

17. Audit

The Company may, upon reasonable prior written notice and no more than once per calendar year, request information reasonably necessary to verify Your compliance with the applicable license terms. Where reasonably sufficient, compliance verification may be satisfied through written self-certification provided by You. If the Company reasonably believes that a material licensing violation exists, the Company may conduct a further audit during normal business hours and in a manner designed to minimize disruption to Your operations. Any information obtained through an audit shall be treated as Confidential Information in accordance with this Agreement. If an audit reveals a material underpayment or unauthorized use of the Software, You shall promptly pay the applicable fees for such use. The Company may require reimbursement of reasonable audit costs only where the underpayment or unauthorized use exceeds five percent (5%) of the applicable license fees.

18. Force Majeure

Neither party shall be liable for delays or failures caused by events beyond reasonable control, including natural disasters, internet outages, cyberattacks, labor disputes, governmental actions, or failures of third-party providers.

19. Export Compliance

You agree to comply with all applicable export control, sanctions, trade compliance, and re-export laws and regulations, including those of the European Union, the Netherlands, the United States, and any other applicable jurisdictions.

You shall not use, export, re-export, transfer, distribute, or make available the Software in violation of applicable export control or sanctions laws, including to prohibited countries, entities, or individuals. You represent and warrant that You are not subject to any applicable sanctions restrictions and are not listed on any applicable government denied-party or restricted-party list.

The Company may suspend or terminate access to the Software where required to comply with applicable export control or sanctions laws.

20. Changes to this Agreement

The Company reserves the right to modify or replace this Agreement at any time. Material changes will be communicated through reasonable notice mechanisms, including email, website publication, release notes, or in-product notifications.

Continued use of the Application following the effective date of revised terms constitutes acceptance of the updated Agreement.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, excluding conflict of law principles.

Any disputes arising from or relating to this Agreement shall be subject to the exclusive jurisdiction of the competent courts of the Netherlands.

22. Entire Agreement

This Agreement constitutes the complete and exclusive agreement between You and the Company regarding the Software and supersedes all prior or contemporaneous agreements, understandings, communications, proposals, representations, or discussions, whether oral or written, relating to the subject matter of this Agreement.

In the event of a conflict between this Agreement and an applicable Order Form, quotation, purchase agreement, reseller agreement, or other separately executed written agreement between the parties, the terms of the applicable written agreement shall prevail solely with respect to the conflicting subject matter.

No amendment, modification, or waiver of this Agreement shall be effective unless made in writing and authorized by both parties, except as otherwise expressly permitted under this Agreement.

23. Contact Information

If You have any questions regarding this Agreement, You may contact the Company:

AppVentix

Heiloo, The Netherlands

Email: info@appventix.com

Website: www.appventix.com