

Terms and Conditions for **Webstorm** Automatic Backup

WEBSTORM END USER SOFTWARE LICENSE AND SERVICES AGREEMENT

Preamble

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- (iii) END USER hereby subscribes for and WEBSTORM agrees to use commercially reasonable efforts to provide, the Services.

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END USER AGREES TO INDEMNIFY AND HOLD WEBSTORM, ITS RESELLERS AND THIRD PARTY SUPPLIERS, DIRECTORS, OFFICERS AND EMPLOYEES, HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, INCLUDING REASONABLE LEGAL FEES AND EXPENSES, DUE TO OR ARISING OUT OF YOUR USE OF THE SOFTWARE PRODUCT AND THE SERVICES OR BREACH OF THIS AGREEMENT BY THE END USER.

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The Software Product is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software Product with only those rights set forth therein.

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THE SOFTWARE PRODUCT AND ALL SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. USE OF THE SOFTWARE PRODUCT AND ALL SERVICES IS AT END USER'S OWN RISK. WEBSTORM AND ITS RESELLERS DO NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL MEET THE END USER'S REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR SECURE OR ACCURATE OR COMPLETE OR CURRENT. WITHOUT LIMITATION, TO THE FULLEST EXTENT ALLOWABLE BY LAW, THIS DISCLAIMER EXTENDS TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

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10. General Provisions

(a) Survival. The limitations of liability and ownership rights of WEBSTORM and its third party suppliers contained herein and END USER's confidentiality obligations and other obligations following termination of this Agreement shall survive the termination of this Agreement for any reason.

(b) Amendment. Except as provided in section 4 of this Agreement, no amendments or modifications may be made to this Agreement except in writing signed by both parties.

(c) Severability. If one or more provisions of this Agreement are found to be invalid or unenforceable, this Agreement shall not be rendered inoperative, rather the remaining provisions shall continue in full force and effect.

(d) Conflicting Terms. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior communications.

(e) Language. The parties agree that this Agreement be drafted in English.

(f) Governing Law. This Agreement shall be governed by the laws of The Republic of South Africa. Jurisdiction to hear any matter will be dealt with by a competent Court having the necessary jurisdiction. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods and any state Uniform Computer Information Transactions Act or similar federal, provincial or state laws or regulations.

(g) Headings. The section headings used herein are for convenience of reference only and do not form part of this Agreement, and no construction or inference shall be derived there from.

Signature: _____

(h) Benefit of the Agreement. This Agreement is binding upon and shall endure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns

I, we hereby agree to the terms and conditions contained in this document and the Subscriber agreement. I declare that I am mandated and have the required authority to enter into this agreement.

Signed at _____ on this ____ day of _____ 200 ____

In my capacity as: _____

Signed: _____

Name in print: _____

Signature: _____