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1. USER purchases "Non-Exclusive User License" of Berqnet Report Application ("Application"), of which name and specifications are specified in its documentation, with this Agreement.

2. This User License is valid on the condition that the USER has a valid user license for a Berqnet Firewall product. Berqnet products with which the application may work and which the same needs and, if any, other requirements are separately specified in the relevant websites and mobile platforms. USER is exclusively responsible from satisfying these conditions.

3. USER may only use the Application subject to the conditions and scope of Berqnet Firewall Software/Server Software End User License Agreement which the USER owns and which works with this software. It is not possible to use the application without a Berqnet Firewall product. It is the responsibility of the USER to obtain the licenses required, including Berqnet Firewall software licenses needed by the beqNET Firewall and Application to work, and to provide version compatibility required by this software.

4. This User License is "simple license" and provides the USER with the right of installing, running, displaying, and using the Application in a mobile device with a compatible configuration within the rights and limits given in this Agreement.

5. For the conditions not prescribed in this Agreement, Berqnet Firewall Software/Server Software End User License Agreement Conditions are applied. In case of expiration of Berqnet Firewall End User License Agreement and user rights for any reason, license and user rights for the Application automatically ends. In case that USER violates the license conditions, user license automatically ends.

6. All intellectual property rights out of non-exclusive user license are owned by LOGO SİBER and are out of the scope of this Agreement. USER cannot borrow the Application and the licenses required for the Application, provide it for the benefit of third parties for or without a fee such as renting out, and cannot resell it.

7. Application needs to access customer data that is stored on the licensed Berqnet Firewall Software of USER and license/account for Berqnet Report Application on this firewall, in order to run with all its functions.

8. Application can only be used within mobile devices in which it has been installed. This license does not provide the owner with the right to use the Application separate from the mobile device.
9. USER is exclusively responsible from the safety of the mobile device in which the Application is installed, safety of accounts and passwords of Application, not disclosing it with third parties, and processes which provide access authorization to the Application/Berqnet Firewall product through the Application. USER is responsible from removing and deletion of the required Application access accounts from mobile device and/or Berqnet Firewall software in case that the mobile device is lost, stolen, or the Application account information is shared with unauthorized third parties. USER has accepted that LOGO SİBER has no responsibility of loss, damage, or such in case that mobile device is lost or stolen, and password and account information is shared with third parties.

10. USER agrees that he shall use the Application on a mobile device/equipment he shall provide as mentioned in the documentation with the minimum technical specifications. LOGO SİBER has no responsibility in relation with incompatibility of software - hardware, the responsibility of LOGO SİBER is limited to providing the user license for the Application.

11. LOGO SİBER has no claim and commitment that the Application is perfect, faultless, and shall completely meet the special needs and/or expectations of the USER. Application must be accepted by USER as it is. LOGO SİBER does not provide any clear or implied warranty including but not limited to performance, suitability for trade, compatibility for a certain purpose, and non-infringement.

12. USER is responsible from backing up the data and reports. LOGO SİBER has no responsibility for financial results, indirect damages such as data loss, profit-revenue loss, special damages, and/or consequential damages.

13. License and warranty conditions of Third Party Software included by the application or with which it can work are subject to the original license agreements/conditions specified at http://berq.net/mobilereport/thirdparty. LOGO SİBER does not have any warranty commitment in relation with any clear or implied warranty including but not limited to performance, suitability for trade, compatibility for a certain purpose, non-infringement, and reliability regarding with Third Party Software.

14. Application shall be downloaded from the Internet; it shall not be delivered to USER physically.

15. This Agreement shall be governed and construed by Turkish law and Istanbul courts shall have exclusive jurisdiction in any disputes regarding this Agreement.

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