

Cepheo End User Licence Agreement (EULA)

1. GENERAL

This end user licence agreement (the "EULA") is entered into between Cepheo Danmark A/S ("Cepheo") and the end user ("Licensee").

The EULA applies to Licensee's use of software and services that are sold, marketed, or otherwise distributed by Cepheo (the "Software").

The EULA forms an integrated part of the agreement/order, which is entered into between Cepheo and the Licensee, and grants the Licensee the right to use the Software (the "Agreement").

By signing the Agreement, installing the Software, or using the Software, Licensee accepts the terms set out in the EULA.

If the Licensee does not comply with the terms of the EULA, the Licensee is not entitled to use the Software.

The Software may include Third-party software, in which case the terms of use applicable to the Third-Party software in question, take precedence over the terms in the EULA. However, this does not apply to terms regarding Third-party software which gives the Licensee a better legal position, than what is stated in the EULA. The Licensee may therefore not rely on terms for the use of Third-party software to obtain further rights to the Software, than those set out in the EULA.

2. DEFINITIONS

Software

The software may include the following:

- Server software, which is Software that provides services or functionality on the Licensee's server.
- Client software, which is Software that can be installed on devices, and which allows the devices to access or use the server Software or to use certain aspects of the server Software, when they are disconnected from the server.
- Additional components, which may be separately licensed and thus subject to separate licence terms.
- Standard Software, which is Software developed by Cepheo independently of any specific requirements or needs of the Licensee, and which Cepheo offers to its customers (Licensees) as a standard solution.
- Customised Software, which is Software developed by Cepheo to meet specific requirements or needs of the Licensee, e.g., to correct errors specific to the Licensee, and which has not previously been developed by Cepheo.

Unless parts of the Software are subject to separate terms, in which case such terms apply as a supplement to this EULA, the term "software" is to be understood as the Software including:

- Any documentation and manuals related to the Software
- Updates, upgrades, and additions to the Software

Other definitions

Definition	Meaning
Licencee	The legal entity or physical person who has entered the EULA and any Affiliates of such legal entity or physical person.
Affiliated Company	Any legal entity that owns, is owned by, or is under common ownership with a party, provided that the party owns more than 50% of the shares.
Device	A single personal computer, workstation, terminal, handheld computer, personal digital assistant, or another electronic device, whether physical or virtual.
Server	A computer capable of running server software.
Client	Any device that accesses the server on which the Software is installed and runs or that utilises the Software.
User	A physical person who uses the Software.
Changes	Any modifications, adaptations, developments, etc. of the Software made by the Licensee or a third party acting on behalf of the Licensee.
Partners	A distributor or reseller of the Software who has signed a partner agreement with Cepheo authorising the Partner to market, sell and/or distribute the Software. However, Cepheo and its Partners are independent entities and shall be treated as such. Therefore, Partners do not act on behalf of Cepheo and for the purposes of the EULA such Partners are third parties.
Third-party software	Software produced and/or owned by a third party, which is licensed to the Licensee either by Cepheo in a Licence Agreement or in a separate agreement between the Licensee and a third party. In all cases, this is done in accordance with the licence terms of the relevant third party.
EULA	End user Licence Agreement

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Access to upgrades, updates, versions, releases, maintenance, development services, and changes may be subject to the conclusion of a separate agreement.

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The Licensee is at all times obliged to ensure that the Licensee has the relevant licences to use the Software, including the correct number and types of licences in relation to the Licensee's actual use.

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The Software is *licensed to* the Licensee.

The Licensee will only obtain a right to use the Software. The right of use does not include a right to modify the Software unless such a right is specifically stated in the Agreement. If such a right is agreed, it shall be exercised in accordance with the terms set out below.

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Cepheo may at any given time, and without prior consent from Licensee, assign and/or transfer its rights or obligations under the EULA, in whole or in part, to any third party that Cepheo deems suitable and qualified to perform the obligations.

8. DOCUMENTATION

Any person who has valid and legitimate access to Licensee's computer or internal network may copy and use the documentation for internal reference at Licensee's premises.

9. UNLAWFUL BEHAVIOUR AND SANCTIONS

Injunctive relief

If Licensee fails to comply with the EULA, Cepheo may seek an injunction relief without providing security.

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Verification may be performed by electronic access to the Software or by written request for information about Licensee's use of the licences. Licensee shall provide Cepheo with reasonable assistance in performing verification tasks.

The costs of organising verification tasks are borne by Cepheo. However, to the extent that Cepheo finds that the Licensee does not comply with the terms set out in the EULA, Cepheo is entitled to demand that the costs of verification are covered by the Licensee. In the event of any violation of the EULA in relation to the number of users and/or number of accounts, Cepheo is furthermore entitled to demand payment from the Licensee for additional licence fees with the addition of +10 % calculated from the time the violation occurred.

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Cepheo shall defend Licensee against any third party claim that the Software infringes upon a patent, copyright or trademark, or misappropriation of trade secrets.

Licensee shall immediately notify Cepheo in writing of any claim and grant Cepheo the exclusive right to defend or settle such claim. Cepheo will then assume the defence of the claim and all expenses incurred in connection therewith, including amounts payable if the decision is in favour of the other party.

In any circumstances, Cepheo has the right to take over the case at its own expense and to take legal actions or settle the claim. Licensee agrees to provide Cepheo with all reasonable assistance in the defence of the claim, and Cepheo will reimburse Licensee's reasonable expenses incurred by Licensee in this connection.

Cepheo's obligations shall not apply to the extent that a claim or final judgement in favour of the other party is based on:

- i. Licensee's use of the Software after Cepheo has ordered Licensee to cease using the Software due to such claim.

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If a third party objects to Licensee's use of the Software, Cepheo shall, upon becoming aware of such objection, be entitled to choose to:

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- b) end the infringement by modifying the Software,
- c) replace the Software with another programme with substantially the same functionality; or
- d) terminate the EULA with immediate effect.

Upon termination of the EULA, Licensee shall return the Software and all documentation and destroy any security- and test copies. If any other type of third party claim is brought against Licensee regarding Cepheo's intellectual property rights, Licensee shall immediately notify Cepheo in writing. Cepheo may choose to treat such claims as covered by this section.

This Section 10 constitutes Licensee's sole remedy for third party claims of infringement and misappropriation of trade secrets.

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Cepheo's liability for matters arising out of or in connection with the EULA and the use of the Software shall in any event not exceed the amount originally received by Cepheo as payment for the Software within the last 12 months, excluding any proportionate reduction of price. This limitation of liability shall apply as an aggregate cumulative maximum to any liability of Cepheo in relation to the Software.

The above limitations apply regardless of whether the damage is caused by Cepheo's negligence.

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The Software will perform substantially as described in the original user documentation provided by Cepheo with the Software. The Software is, however, complex computer Software and is neither fault-tolerant nor without flaws, conflicts, or interruptions. Deviations must thus be expected to some extent and do not constitute errors.

In addition, the performance of the Software will vary depending on Licensee's hardware platform, software interactions, configuration of the Software and several other factors.

Cepheo is only responsible for correcting errors if the Software does not perform as the Licensee may reasonably expect based on the EULA and the original user documentation provided by Cepheo with the Software.

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If it is not possible for Cepheo to repair or replace the Software, the Licensee may terminate the EULA with immediate effect. If Licensee terminates the EULA, Licensee shall uninstall the Software and return any media and other related materials to Cepheo. This is Licensee's sole remedy in the event of a defect in the Software which Cepheo is obligated to correct.

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If the licences to which a complaint relates are not listed in Cepheo's internal records, the Licensee must be able to present a receipt for the purchase of the licences in question.

Disclaimer

Cepheo shall not be liable for errors or defects in the Software caused by acts or omissions of Licensee or others. Such acts may constitute Changes, modifications or implementations made by Licensee, a Partner or other third parties.

13. TERMINATION

The Agreement states whether the licence is limited or unlimited in time (indefinite duration).

Other terms regarding the licence period, extension, including the possibility of termination by convenience, are stated in the Agreement.

14. THIRD-PARTY SOFTWARE

The Licensee is expressly informed that the EULA does not relate to the Licensee's use of third-party software.

Licensee's use of third party software is subject to the terms and conditions of the third party who has produced the Software in question. Cepheo is not responsible for third party terms that contain more terms that are stricter than the ones in this EULA, or limitations on the right of use that Licensee acquires under the EULA.

If Cepheo has developed Software or adaptations to work together with third party software, the EULA only applies to these adaptations, while the third party software is subject to the manufacturer's/right holder's terms.

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The EULA is governed by Danish law. Any dispute or claim that cannot be settled amicably shall be settled by a competent court at Cepheo's domicile.