

Version 2022-06-07

# END USER LICENSE AGREEMENT

CherSoft Limited

## 1 GENERAL

1.1 This end user license agreement ("EULA") is entered into between CherSoft Limited (a limited liability company incorporated under the laws of England and Wales with company number 03861633) (hereinafter referred to as "Licensor") and the end user ("Licensee"). Licensor and Licensee shall jointly be referred to as "Parties" and separately as a "Party".

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##### **7.1 General**

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7.3.2 Licensee shall notify Licensor without undue delay of any claim of infringement in writing. Licensor shall hereafter have the option to assume responsibility of such infringement claim and any expenses in relation hereto.

7.3.3 If final judgment is passed in favor of the third-party claim, Licensor is at its sole discretion entitled to obtain a valid license to the Products or to bring an end to the infringement by modifying or replacing the Products with a solution with materially the same functionality as the Products. Alternatively, Licensor is entitled to terminate the Agreement

with immediate effect against repayment of any payments for such Products.

7.3.4 Licensor's obligations shall not apply to the extent that the claim or adverse final judgment is based on

- a) Licensee's non-compliance with the Agreement, the general terms or this EULA.
- b) Licensee's integration of the Products with a non-Licensor product, data or business process including third-party add-ons or programs;
- c) Use of the Products for other purposes than as intended and/or contrary to any instructions on use.

7.3.5 This Clause 7.3 constitutes Licensee's sole and exclusive remedy in case of third-party infringement.

## 8 WARRANTIES

8.1 Licensor warrants that the Products will substantially conform to published specifications and to any original documentation provided by Licensor, and that all material functions will perform, provided that the Products are used for its purposes, in accordance with the specifications, and on the computer hardware and with the operating system for which it was designed.

8.2 Licensor will use commercially reasonable efforts to make the Products available at all times, except for planned downtime and any unavailability caused by external events. Licensor however does not warrant any specific service

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9.2	IN NO EVENT AND NO MATTER THE CIRCUMSTANCES SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFIT, LOSS OF DATA, DAMAGE TO RECORDS OR DATA, LOSS OF GOODWILL, OR LOSS AS A CONSEQUENCE OF ANY KIND OF BUSINESS INTERRUPTION ARISING OUT OF OR IN CONNECTION WITH THIS EULA, PERFORMANCE OF THE PRODUCTS AND THE RESULTS CONNECTED THERETO.	10.1	<b>Termination for cause</b>
		10.1.1	Each Party shall be entitled to immediately terminate the EULA for cause only for material breach, unless otherwise set out in the Agreement and if Licensee commits a material breach of this EULA. Licensee's non-compliance with any part of the licensing terms, including non-payment of the License Fee, is among others considered a material breach of this EULA.
		10.2	<b>Effects of termination</b>
9.3	LICENSOR'S AGGREGATE LIABILITY TO LICENSEE IN RESPECT OF ANY MATTERS ARISING OUT OF OR IN CONNECTION WITH THIS EULA AND THE USE OF THE PRODUCTS, SHALL BE LIMITED TO AN AMOUNT CORRESPONDING ALL PAYMENTS MADE UNDER THIS EULA FOR THE PERIOD OF SIX (6) MONTHS PRIOR TO THE EVENT(S) HAVING GIVEN RISE TO THE CLAIM. THE LIABILITY SHALL IN ALL CIRCUMSTANCES BE LIMITED TO A MAXIMUM OF USD 200,000 PER LICENSE.	10.3	Upon termination of the EULA, for any reason, Licensee must immediately cease any use and delete all copies of the Products and remove them from Licensee's systems.
		<b>11</b>	<b>AUDIT AND INFORMATION</b>
		11.1	Licensor shall have the right to verify Licensee's compliance with the EULA at any time and without notification. Such verification may be in the form of accessing the Products and records contained therein. Licensee shall provide Licensor with reasonable assistance in its verification efforts.
9.4	Licensor assumes product liability in accordance with applicable mandatory legislation. Beyond this, Licensor assumes no product liability.	11.2	Without prejudice to any other remedies available to Licensor, if Licensee is not correctly licensed, Licensor shall be entitled to demand payment of the additional License Fee for the period Licensee has not been correctly licensed.
9.5	Licensee is expressly made aware that these terms do not consider Licensee's rights of use to third-party software provided through the Products. All use of such third-party software is subject to the regulations of the Licensor's own terms, and Licensor is thus not responsible for such terms containing stricter provisions or restrictions in the right of use to the third-party software granted to Licensee according to these terms.	11.3	Neither Party shall be responsible for the other Party's costs associated with this Clause 11. Notwithstanding the foregoing, Licensee shall be liable for costs incurred by Licensor, if Licensee is not in compliance with the Agreement.

**12 SYSTEM REQUIREMENTS**

- 12.1 Licensee is aware and acknowledges that the Products may require and be subject to system requirements and/or a software subscription. Such requirements are set out in the Agreement or on the Website. Licensee shall be responsible for fulfilling such system requirements and pay any related costs and fees. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS COMPATIBLE WITH FUTURE VERSIONS OF ANY THIRD-PARTY SOFTWARE.

**13 VALIDITY AND SEVERABILITY**

- 13.1 If any provision of this EULA is held to be illegal, invalid or unenforceable, such provision shall nonetheless be enforced to the fullest extent permitted

by applicable law, and such provision shall not affect the legality and validity of the other provisions.

**14 GOVERNING LAW AND JURISDICTION**

- 14.1 This EULA is governed by and construed in accordance with the laws of England and Wales except for a) rules leading to the application of other law than the laws of England and Wales and b) the United Nations Convention on Contracts for the International Sale of Goods (CISG).

- 14.2 Any dispute controversy or claim arising out of or related to this EULA shall be settled by a competent court at Licensor's venue in the United Kingdom of Great Britain and Northern Ireland.