

SEPIDATA END USER LICENSE AGREEMENT

IMPORTANT, PLEASE READ CAREFULLY: THIS END USER LICENSE AGREEMENT “EULA” IS A LEGAL AGREEMENT BETWEEN SEPIDATA AND CUSTOMER FOR SOFTWARE PRODUCTS AND SERVICES. BY INSTALLING OR OTHERWISE USING THE SOFTWARE OR ACCEPTING THE EXECUTION OF THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE WITH THE TERMS OF THIS EULA, DO NOT USE THE SOFTWARE OR SERVICES.

1. DEFINITIONS

- **SEPIDATA:** SEPIDATA BV, a limited liability company according to Dutch law
- **CUSTOMER:** The entity that has acquired a license any part of the software
- **SEPIDATA APPLICATION SERVER**
The SEPIDATA software that implements and executes the base functionality of the SEPIDATA software, as well as custom functionality;
- **SEPIDATA DEVELOPER STUDIO**
A toolset that enables customer to create and implement custom SEPIDATA functionality in a SEPIDATA APPLICATION SERVER environment
- **SOFTWARE**
The SEPIDATA APPLICATION SERVER and/or the SEPIDATA DEVELOPER STUDIO

2. LICENSE GRANT

This EULA grants CUSTOMER a non-exclusive, non-transferable license to use the Software under the terms and conditions stated herein. The Software is to be installed, used, and deployed in accordance with the conditions agreed upon between SEPIDATA and CUSTOMER. This EULA can be updated from time to time, in SEPIDATA’s sole discretion. The latest published version of this EULA will apply.

3. PERMISSABLE USE

CUSTOMER can use the SOFTWARE for the capacity agreed upon between CUSTOMER and SEPIDATA. Any licensed user of the APPLICATION SERVER is permitted to install an additional SEPIDATA APPLICATION SERVER instance for testing and development purposes.

4. PROHIBITED USE

CUSTOMER may not (a) sell, sublicense, rent or lease the Software to another party without prior written consent from SEPIDATA to do so, (b) decompile, disassemble, reverse engineer or modify in any manner, any of the Software (except to the extent such prohibition is expressly prohibited by law), (c) use the Software in violation of any applicable laws or regulations, (d) make available the Software to any third party or (e) distribute or provide any software that creates and/or modifies the SEPIDATA metadata format to any third party, without prior written consent of SEPIDATA.

5. INTELLECTUAL PROPERTY RIGHTS

The Software is LICENSED, NOT SOLD. All right, title and interest to the intellectual property rights in and to the Software, and any copies that you are permitted to make, are owned by SEPIDATA and / or its licensors and is protected by patent, copyright, trade secret and other laws and international treaties. Such licensors, in addition to any other rights or remedies available to them, are third party beneficiaries of this EULA for their respective software.

If CUSTOMER requests or suggests any change in functionality of the SOFTWARE, that request or suggestion implies waiver by CUSTOMER of any claim on intellectual property rights encompassed in that request or suggestion.

6. AUDIT

During the term of this Agreement and for a period of one year thereafter, SEPIDATA may, either through the use of an automatic process that is a part of the SOFTWARE or during normal business hours and upon reasonable prior notice to CUSTOMER, inspect the files, computer processors, equipment and facilities of CUSTOMER to verify CUSTOMER's compliance with this EULA.

During such audit, SEPIDATA will not gather any of the CUSTOMER's data, other than that information required to verify CUSTOMER's compliance with this EULA.

7. LIMITED WARRANTY AND LIMITED LIABILITY

SEPIDATA warrants that it has the right and authority to grant the License under this EULA. SEPIDATA will defend or, at its option, settle any action against CUSTOMER based upon a claim that its use of the SOFTWARE infringes any patent, copyright or other intellectual property right of a third party, and will indemnify CUSTOMER against any amounts awarded against CUSTOMER as a result of the claim, provided SEPIDATA is promptly notified of the assertion of the claim and has control of its defense or settlement. SEPIDATA warrants that the Software, in its unmodified form as initially made available to CUSTOMER, will perform in accordance with the information provided to CUSTOMER. THE SOFTWARE IS PROVIDED 'AS IS', WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY THAT THE SOFTWARE IS FREE OF DEFECTS, MERCHANTABILITY OR FIT FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SEPIDATA OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY SEPIDATA DISTRIBUTORS OR RESELLERS, SHALL CREATE ANY WARRANTY IN ADDITION TO, OR IN ANY WAY INCREASE THE SCOPE OF, THE LIMITED WARRANTY. In no event will SEPIDATA, its affiliates, resellers, or distributors or suppliers be liable for any indirect, special, incidental or consequential damages arising out of the use of or inability to use the Software, including, without limitation, damages for lost profits, loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof.

8. DATA PROTECTION LAWS

Although the SOFTWARE is to be used to process data, SEPIDATA will in NO WAY BE LIABLE for any data processing that deemed illegal according to data protections laws, such as the EU General Data Protection Regulation (GDPR).

9. GENERAL

This Agreement sets forth SEPIDATA's entire obligation and CUSTOMER's exclusive rights with respect to the Software and, except to the extent otherwise specifically agreed upon in written communication signed by both parties with respect to the Software, supersedes any conflicting terms of SEPIDATA's general terms and conditions and of any purchase order and any other communication or advertising with respect to the Software. No failure of either party to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. If any provision of this EULA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this EULA will not be affected. This EULA will be governed by the laws of The Netherlands, without regard to its choice of law principles. You agree that exclusive jurisdiction for any claim or dispute arising out of or in connection with this EULA resides in the Courts of The Netherlands, district Midden-Nederland, location Utrecht. This Agreement and the underlying licenses may not be assigned without completely removing the software installation from the assignor, notifying and providing SEPIDATA with the assignee contact information (for support purposes), and is subject to the assignee agreeing to and complying with the terms and conditions of this Agreement.