

End User License Agreement (EULA)



This EULA is valid from 01 Mar 2020 and replaces the [End User License Agreement \(EULA\) V1](#).

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- (c) Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Licensee with one or more other companies or the solvent reconstruction of Licensee; or
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Licensee (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of Licensee with one or more other companies or the solvent reconstruction of Licensee; or
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over Licensee (being a company); or
- (f) the holder of a qualifying floating charge over the assets of Licensee (being a company) has become entitled to appoint or has appointed an administrative receiver; or (g) a person becomes entitled to appoint a receiver over the assets of Licensee or a receiver is appointed over the assets of Licensee; or
- (h) a creditor or encumbrancer of Licensee attaches or Licensee takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of Licensee's assets and such attachment or process is not discharged within 14 days; or
- (i) Licensee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (j) any event occurs, or proceeding is taken, with respect to Licensee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 11.1(a) to (i) (inclusive).

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11. Indemnification

11.1 Indemnification by APTIS

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- (d) any modification not authorized by APTIS resulting in a departure from this EULA; or
- (e) any operator error on the part of the Licensee.

For clarity, the maximum liability of APTIS under this EULA shall not exceed three times the Fees actually paid by the Licensee for the Software.

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The export of the Software from the country of original Purchase may be subject to control or restriction by applicable local law. Licensee is solely responsible for determining the existence and application of any such law to any proposed export and for obtaining any needed authorisation. Licensee agrees not to export the Software from any country in violation of applicable legal restrictions on such export.

14. Governing Law and exclusions

14.1 Applicable Law

This EULA and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the Laws of Germany and shall be submitted to the exclusive jurisdiction of the German courts.

15. Severability

15.1

If any provision of the EULA (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

15.2

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and to give effect to the commercial intention of the parties.

16. Confidentiality

Except as otherwise set forth in this Agreement, each party agrees that all code, inventions, know-how, business, technical and financial information disclosed to such party ("Receiving Party") by the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure. Any APTIS Technology and any performance information relating to the Products shall be deemed Confidential Information of APTIS without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document:

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17.1

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17.2

A waiver by APTIS of any default shall not constitute a waiver of any subsequent default.

17.3

No waiver by APTIS of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to the Licensee in writing.