IMPORTANT - READ CAREFULLY: THIS END-USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU AND NT-WARE ENTERPRISE SOLUTIONS GMBH ("NT-WARE"). BY CLICKING THE "YES" BUTTON OR OTHERWISE INSTALLING, COPYING OR USING THE SOFTWARE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT, DO NOT INSTALL, COPY OR USE THE SOFTWARE AND THE DOCUMENTATION, BUT RETURN THE SAME PROMPTLY TO NT-WARE FOR A REFUND OF ANY FEES PAID (IF ANY).

If you are accepting this Agreement on behalf of a company or other entity, you acknowledge that you have authority to enter into this Agreement and you also agree to procure compliance of this Agreement by your employees and subcontractors or users of the Software.

SOFTWARE LICENSE AGREEMENT

The computer software in which this Agreement is contained and all the updates upgrades and new versions (together referred to as the "Software") and all materials and documentation related thereto, whether printed, electronic or available on-line (all such materials and documentation referred to herein as "the Documentation") are protected by copyright, trademark and other intellectual property laws and international treaties.

The Software and the Documentation are also confidential information of NT-ware and/or its subsidiaries and are hereby licensed (and not sold to you) only on a need to know and access basis and are only to be used for your internal business purpose, such as document management and workflows (the “Purpose”). You shall not use nor disclose the Software and/or the Documentation to anyone without the written consent of NT-ware. In the event you need to allow outsourcers, agents or other third party to access the Software to achieve the Purpose then you shall ensure that all such third parties have accepted confidentiality obligations not less onerous than the obligations in this Agreement and that they accept the obligations of this Agreement. Notwithstanding the above you shall be responsible for the acts and omissions of such third parties.

1. GRANT OF LICENSE. In consideration of you complying with the obligations of this Agreement, NT-ware grants you for the Term and any renewed term, the following license:

a. you may install and use one copy of the Software on a hard disk or other storage device solely for the Purpose on specified devices; and

b. you may make one copy of the Software for archival purpose, provided that any such copy contains all of the original Software's proprietary notices and legends; and
c. you may use one copy of the Documentation.

all the above in the agreed locations (“Locations”).

Upon expiration of the Term of this Agreement, the licence in clause 1 above shall automatically terminate.

2. OTHER LIMITATIONS. You shall not, except under the terms listed above: (i) copy of the Software or the Documentation; (ii) modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable law specifically prohibits such restriction), or create derivative works based on the Software or the Documentation; (iii) rent, lease, grant a security interest in, or otherwise transfer in any manner or medium any copy, license or right of or to any aspect of the Software or the Documentation; or (iv) remove any proprietary notices or legends in the Software or the Documentation. Except as expressly provided herein, you may not use the Software on any devices or locations other than as provided in Section 1 above. The Software is licensed as a single product and its component parts may not be separated for use on more than one computer except under the terms listed above.

3. OWNERSHIP. All rights, title and interest in and to the Software and the Documentation (and including, but not limited, to any images, photographs, animations, video, audio, music and text incorporated into the Software or the Documentation), and any copies of the Software or the Documentation, are owned exclusively by NT-ware or its suppliers. The Software and the Documentation are protected by copyright, trademark and other intellectual property laws and international treaty provisions.

4. TERMINATION. This Agreement is effective upon your first using of the Software (“Effective Date”) and remains in effect for a term of (i) [five] years or (ii) until the Purpose has been completed (“Term”) unless earlier terminated. The Term may be renewed free of charge for fixed periods of 12 months provided and to the extent there is a related and current hardware lease contract in place or maintenance fees are paid and kept up-to-date for the duration of the Term and any renewed term. The licenses granted to you in Section 1 shall automatically terminate if you fail to comply with the terms and conditions of this Agreement. In such event, you must return all copies of the Software and the Documentation to NT-ware or destroy such copies and provide reasonable proof of such destruction to NT-ware. All other provisions of this Agreement shall be in full force and effect during the term of this Agreement and shall remain in full force and effect thereafter.

5. NO WARRANTY. NT-ware licenses the Software and provides the Documentation on an "AS IS" basis and neither NT-ware nor its suppliers and sub-licensors warrant that the functions contained in the Software, will meet your requirements or that the operation of the Software will be uninterrupted or error-free.

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A
PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS ARE EXPRESSLY EXCLUDED.

6. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, CONTRACT, OR OTHERWISE) SHALL NT-WARE, ITS SUPPLIERS, RESELLERS OR SUB-LICENSEES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL COLLATERAL OR PUNITIVE DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, DATA LOSS OR LOST PROFITS. THE FOREGOING LIMITATION SHALL APPLY EVEN IF NT-WARE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR OF ANY CLAIM BY ANY OTHER PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

FOR ALL LOSSES, DAMAGES AND COSTS NOT COVERED UNDER SECTION 6 ABOVE, NT-WARE WILL ATTEMPT TO OBTAIN FOR YOU THE RIGHT TO CONTINUE USING THE SOFTWARE OR MODIFY OR REPLACE IT. IF ANY OF THE ABOVE ALTERNATIVES IS NOT COMMERCIALY REASONABLY AVAILABLE TO NT-WARE, THEN YOU SHALL RETURN THE SOFTWARE FOR A REFUND OF AN AMOUNT EQUAL TO THE DEPRECIATED VALUE OF THE SOFTWARE (USING A STRAIGHT LINE DEPRECIATION METHOD OVER THREE (3) YEARS).

SECTION 6 IN ITS ENTIRETY REPRESENTS THE ENTIRE LIABILITY OF NT-WARE, NT-WARE SUBSIDIARIES, OR AFFILIATES, ITS PARENT COMPANY, THEIR LICENSORS, DISTRIBUTORS OR DEALERS AND YOUR SOLE REMEDY IN RELATION TO BREACH BY NT-WARE OF THIS AGREEMENT.

7. EXPORT. None of the Software, Documentation or underlying information or technology may be exported or re-exported without the prior written consent of the appropriate U.S. government agency and/or appropriate export authorities in your country. By using the Software or Documentation you are agreeing to the foregoing and you are representing and warranting that you are not (i) located in, under the control of, or a national or resident of any country or (ii) an entity or person, to which goods are embargoed by the appropriate government agency or export authorities.

8. TAXES. You are responsible for paying to the appropriate taxing authorities any sales, use or other taxes imposed at any time whatsoever on any transaction contemplated by this Agreement, excluding any taxes based on the net income of NT-ware.

9. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by, interpreted and construed in accordance with the law of England, excluding that body of
law known as conflicts of law and the United Nations Convention on Contracts for the International Sale of Goods. Any disputes arising out of or in connection with this Agreement shall be exclusively settled by the Competent Court of England.

10. ENTIRE AGREEMENT; AMENDMENT. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes in its entirety any and all written or oral agreements previously ensuing between the parties with respect to such subject matter. YOU AGREE THAT NO TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER ORDERING DOCUMENT SHALL HAVE BINDING EFFECTS ON NT-WARE OR MODIFY THIS AGREEMENT IN ANY WAY. No modification of this Agreement shall be valid unless in writing and specifically stating that the parties intend to modify this Agreement and signed by an authorized representative of each party.

11. SEVERABILITY. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, then the parties hereby instruct such court to amend such provision to the minimum extent necessary to make it valid, legal and enforceable and, in the event such court is unwilling or unable to do so, such provision shall be served from this Agreement. In any and all events the remaining provisions of this Agreement shall remain in full force and effect.

12. U.S. GOVERNMENT RIGHTS. The parties acknowledge and agree that the Software is "commercial computer software", as that term is defined in the Federal Acquisition Regulations ("FAR") and, therefore, that the U.S. Government is subject to sections 12.212 and 227.7202 thereof and its use, duplication and disclosure of the Software and the Documentation is governed by, and subject to, this Agreement. If, for any reason, such sections are not applicable, the parties hereby acknowledge and agree that the U.S. Government shall have "restricted rights" as defined in FAR section 52.227-19(c) or 252.227-7014, as applicable. The contractor/manufacturer is NT-WARE Enterprise Solutions GmbH.

13. WAIVER. No delay or failure of NT-ware to exercise any right or remedy will operate as a waiver of such right or remedy.

14. ASSIGNMENT. Your rights in and to the Software and the Documentation may not be assigned, licensed or transferred in any way, by operation of law or otherwise, without the prior written consent of NT-ware. NT-ware may assign its rights or obligations to its corporate affiliates at any time and to other parties without your consent.

15. HEADINGS. Section headings are provided for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect whatsoever.

16. THIRD PARTY SOFTWARE. The Software uses certain additional 3rd party software components for certain functionalities. These software components are automatically installed with the Software but are separately licensed by the 3rd party
licensors under terms which can be found in the COSMOS webclient under the menu Help/About. Where applicable, you can request a copy of the original open source software from NT-WARE by emailing info@nt-ware.com. For more details please see the COSMOS webclient file.

NT-WARE Enterprise Solutions GmbH
Niedersachsenstraße 6
D-49186 Bad Iburg
Germany

Copyright © 2020 NT-WARE Enterprise Solutions GmbH