



# End User License Agreement (EULA)

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This End User License Agreement (the “**Agreement**”) is an agreement between the person, company or organization (the “**Licensee**”) that has obtained a license for the PRODUCTS and enclave A/S (the “**Licensor**”). By installing and/or using the PRODUCTS, the Licensee accepts the license of the PRODUCTS and agrees to the terms of this Agreement. The terms of the Agreement will govern new and/or updated versions of the PRODUCTS installed according to the Licensor’s instructions or in connection with an error correction.

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“**Documentation**” shall mean all on-line help-files or written manuals and instructions regarding the use of the PRODUCTS.

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The Licensor cannot be held liable for any direct or indirect loss or consequential damages suffered by the Licensee, including operational losses, loss of earnings, loss of data, business interruption, interest loss or any other commercial damages or losses arising out of or related to the Licensee's use of or the inability to use the PRODUCTS and associated products.



The Licensee agrees that Licensor's liability for damages, if any, shall not exceed the charges paid to Licensor by Licensee under this Agreement. Any liability towards Licensor shall in any event be limited to the amount Licensor has received from Licensee for the last 12 months.

## 7. Confidentiality

Licensee shall not, even after the termination of this Agreement, use or disclose to any third party any Confidential Information or trade secrets of any kind that Licensee legally or illegally may acquire about the business of Licensor or about the PRODUCTS, except where such information is public knowledge, without prior written consent from Licensor.

## 8. Termination

This Agreement will commence on Licensee's acceptance of this Agreement and will not terminate, unless terminated by either party in accordance with the customer agreement between Licensee and Licensor or an authorized partner of Licensor regarding the purchase of the PRODUCTS.

However, if the Licensee fails to comply with the terms of this Agreement, the Licensee's rights under this Agreement will terminate automatically without notice from the Licensor.

Upon termination of this Agreement, by any party for any reason, Licensee shall cease all use of the PRODUCTS, and shall promptly uninstall, delete and destroy all copies of the PRODUCTS, including any software updates, delivered Documentation, source codes, manuals, instructions, and warrant in writing that all copies thereof have been destroyed.

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These terms and the governance, enforcement and performance hereof will be governed, construed, and applied in all respects by the laws of Germany without regard to any provision governing conflicts of law.

In the event of any dispute or disagreement arising under or in connection with these terms (including a dispute or disagreement as to the validity of the terms), such dispute or disagreement will be referred to and resolved under the exclusive jurisdiction of the German courts.