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End User License Agreement (EULA) for Tangelo Software

This EULA will apply to the use of the Software (as defined below). Please read this EULA carefully so that you know what your rights and obligations are when using the Software. The acceptance of this EULA constitutes a valid and binding agreement between TS and you for the use of the Software. If you tick the box "Yes, hereby I agree with the EULA" or if you make any use of the Software you agree to be bound by this EULA. The EULA is available for download and print at https://tangelo-software.com/EULA.

Article 1   Definitions

1.1. In this EULA, the following terms, indicated with a capital, whether single or plural, will have the following meaning:

a. Account the section TS creates for the Customer, through which Customer can request TS to provide End User(s) the right to access and use the Software;

b. Confidential Information information that is marked as confidential, and all other information of which the other Party knows or should reasonably suspect that the information was intended as confidential or if the information contains trade secrets within the meaning of the Directive (2016/943) on the protection of undisclosed know-how and business information (trade secrets) and/or the (Dutch) Act on the Protection of Trade Secrets. TS's Confidential Information includes (amongst others) the technology, systems, tools and methodologies of the Software (including any database schemas, programs and program modules, routines and subroutines, procedures, algorithms, design concepts, design specifications in the Software (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs), TS's business affairs, financial affairs, documentation, business plans, price lists, strategies, technical operations and financial position. Information that initially does not fall under the definition of Confidential Information can, at a later date, become Confidential Information;

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c. _Customer_	the customer that concluded the MSA with TS or the authorized distributor of the Software;
d. _End User_	the natural person or legal entity that is authorized by TS to access and use the Software and agreed to the EULA, and to whom TS has assigned a unique, secure login credential enabling access and use of the Software;
e. _End User Data_	the data imported or inputted into the Software by End User, including any customer specific configurations and document styles, and including the output and/or the results thereof generated by the Software;
f. _EULA_	this end user license agreement;
g. _MSA_	the master services agreement concluded between Customer and TS or the authorized distributor of the Software;
h. _Personal Data_	any data that directly or indirectly relates to a natural person, as meant in the General Data Protection Regulation;
i. _Software_	the Tangelo software, provided by TS by means of online access and use of TS's CMS (subscription) or provided by means of a copy of the Tangelo software (license), generate single source multichannel reports and documents, all the software, source codes, user interfaces, know-how, documentation, confidential technical information, materials and, tools, as part thereof, and all modifications, enhancements and replacements thereof and additions thereto, and, if agreed upon, additional services;
j. _TS_	the limited liability company under the laws of the Netherlands Tangelo Software B.V., having its registered office at De Dreef 19 (3706 BR) Zeist, the Netherlands;
k. _Website_	the website of TS, available at https://tangelo-software.com.

1.2.   The EULA has been prepared in English and contains Dutch legal terms (which are quoted in inverted commas: "..."). The EULA may have been translated into other languages. In case of a dispute, the English version shall have precedence and must be interpreted in accordance with the laws of the Netherlands and with ANNEX 1 - EULA.

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Article 2   Scope

The EULA applies to all access and use that you, as an End User, has to the Software respectively make of the Software.

Article 3   Use of the Software

3.1.   TS grants the End User a non-exclusive, non-transferable, limited right to use the Software solely for internal business purposes for the term and conditions of this EULA.

3.2.   The End User shall explicitly, without limitation, not:

a.   permit any third party access or use – remotely or otherwise – to respectively of (parts of) the Software except as permitted in the EULA;

b.   modify or adapt (parts of) the Software or merge it into another (computer) program, or create derivative works;

c.   distribute (parts of) the Software to third parties;

d.   reverse engineer, disassemble, decompile or make any attempt to discover the source code of (parts of) the Software, except and to the extent allowed by a mandatory or peremptory rule of applicable (local) law;

e.   sublicense, sell, rent or lease any portion of (parts of) the Software or any of its rights under the EULA, or to grant restrictive rights thereto; and

f.   reassign any of its rights to any other user without TS' and Customer's prior written consent which is subject to the provisions of the MSA.

3.3.   The End User shall not use the Software for any other purpose than expressly allowed under the EULA or a mandatory or peremptory rule of applicable (local) law, and only insofar such use is absolutely necessary for those purposes.

3.4.   The End User is not allowed to make a backup copy of the Software. On End User's request, TS can decide, at its sole discretion, to make a backup copy for the End User at the expense of the End User. The End User is not allowed to use this copy independently or to sell or distribute the copy.

3.5.   The End User is responsible for meeting the technical and functional requirements and using the electronic communication facilities that are necessary to be able to use the Software. The risk of loss, theft or damage to any of its data, including End User Data, will at all times be borne by the End User.

3.6.   The End User shall not use the Software in relation to unlawful actions or in relation to actions which are otherwise prohibited under applicable law.

3.7.   In the event that TS is of the opinion that damages or other danger can occur in relation to TS and/or third parties, TS is entitled to take all reasonable measures in order to prevent or avert these dangers which it may deem necessary, at its sole discretion and without becoming liable for compensation.

Article 4   Intellectual Property Rights

4.1.   All Intellectual Property Rights regarding the Software exclusively belong to TS and/or its licensors. TS and/or its licensors retain all ownership and Intellectual Property Rights to the Software and related documentation and any modifications thereof. The EULA does not constitute a transfer to End User of any title or Intellectual Property Rights in or related to the Software and documentation or any modifications thereof.

4.2.   The End User shall only acquire those rights that are explicitly granted in the EULA.

4.3.   The End User shall not be permitted to remove or amend any details in relation to Intellectual Property Rights from the Software.

4.4.   The End User shall under no circumstances be permitted to remove or circumvent technical provisions or to arrange for this to be carried out.

4.5.   The End User shall not perform acts which may infringe the Intellectual Property Rights of TS and/or its licensors, including but not limited to unauthorized disclosure and/or reproduction of any (part of the) Software and registering domain names, trademarks or Google AdWords or Bing Ads search terms (keywords) that are similar to or identical with any sign on which TS and/or its licensors may enforce Intellectual Property Rights.

4.6.   TS shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license, if protected by any Intellectual Property Rights at all, to use and incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by End User, relating to (the operation of) the Software.

Article 5   Interruptions and indemnities

5.1.   TS does not warrant that the Software will be error free, complete or up-to-date at all times.

5.2.   The End User agrees that the Software only provides the functionality and other features as found in the Software at the time of use ("as is"). TS does not guarantee that the Software or any part thereof will be accessible at all times and without any interruptions or failures. Failures in the Software can occur as a result of failures in the internet or phone connection, failures of third-party software, failures of third-party (software) suppliers or as a result of viruses and/or faults/defects. TS is not liable towards the End User for

any damage, loss or costs resulting or arising from the Software being (temporarily) unavailable, including but not limited to the loss of data or inability to use the Software.

5.3. If the End User reports a defect in the Software, TS is allowed to render reasonable efforts to repair the defect and issue an updated version of the Software, or to provide a workaround. TS is not obliged to do so and may decide otherwise.

5.4. In case of force majeure, which includes but is not limited to malfunction or breakdown of the internet and/or the telecommunications infrastructure, malfunction of problems in third-party software, power failures, civil unrest, mobilization, war, traffic jams, strikes, lockouts, business interruptions, supply delays, fire and flood, TS is entitled to suspend its obligations under the EULA or to terminate (in Dutch: "*opzeggen*") the EULA in its entirety, without any obligation to compensate the End User for any damages the End User may suffer as a result.

5.5. TS is entitled to change and/or update the Software and replace functionalities and/or the design and layout of (any of the functionalities of) the Software at any time, without any prior notification and without being obliged to pay any compensation whatsoever to the End User. Some changes and/or updates may only be available if the End User updates or upgrades the Software.

5.6. TS does not warrant in any way whatsoever that any terms and conditions applicable to third-party software or services allow the use of and/or interaction with the Software.

5.7. End User agrees to defend, indemnify and hold TS harmless from any and all third-party claim or damages (including reasonable attorneys' fees) in connection with or resulting from the use that the End User makes of the Software and/or the End User Data, a violation by the End User of the EULA and/or any unlawful activities, including but not limited to the breach of Intellectual Property Rights and/or any misrepresentation on the part of End User or its representatives. End User shall indemnify and holds TS harmless against all claims of third parties and the resulting damage as a result of a attributable failure to perform the Agreement or any unlawful act by End User.

Article 6   Liability

6.1. End User is fully responsible and liable for all use it makes of the Software, including but not limited to the use of the End User Data.

6.2. TS's liability for damages resulting from an attributable failure (in Dutch: "toerekenbare tekortkoming") in the performance of the EULA, unlawful act or otherwise, is excluded, to the extent allowed by a mandatory or peremptory rule of law.

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6.3.   In the event that TS is liable for damages under a mandatory or peremptory rule of law, TS's liability is, per event (a series of successive events is seen as one event) limited to the amount that in the relevant case under the professional liability insurance of TS is paid out.

6.4.   TS's liability for indirect damages (in Dutch: "indirecte schade") is, in any event, excluded. Indirect damage means any damage that is no direct damage, and is thus including but not limited to consequential damages (in Dutch: "gevolgschade"), loss of profit, loss of business, loss of anticipated savings, loss of information, or any other financial loss or loss of goodwill or reputation, or other incidental, indirect, punitive or exemplary damages of any kind.

6.5.   The exclusions and limitations of this article will not apply if and insofar as the damages are caused by willful misconduct (in Dutch: "opzet") or gross negligence (in Dutch: "grove nalatigheid") of TS or its management.

6.6.   Without prejudice to the above, TS excludes any liability for third party failures, including but not limited to third parties involved by TS and failures of third-party software. If End User observes such such third party failure, the End User's only and exclusive remedy is to report this to TS. TS may, at its sole discretion, replace the third-party software or create a workaround.

6.7.   Unless performance of the EULA by TS is permanently impossible (in Dutch: "blijvend onmogelijk"), TS's liability for attributable failures in the performance of the EULA will be incurred only if End User immediately sends TS a notice of default (in Dutch: "ingebrekestelling"), setting a reasonable term for the recovery of the failure, and TS also after that term is attributable failing to fulfill its obligations. The notice of default must contain a complete and detailed description of the failures so that TS is given the opportunity to respond adequately.

6.8.   Any claim for damages by End User that is not specified and explicitly reported by End User shall expire within a period of twelve (12) months after the claim has arisen. This does not affect the End User's complaint obligation and the obligation to investigate the Software at first use.

Article 7   Term and termination

7.1.   The EULA is entered into for the term as agreed upon in the MSA and cannot be terminated before the end of such term. Unless the EULA is terminated (in Dutch: "opgezegd") on time, taking into account a notice period of three (3) months prior to the expiration of the period cited in the previous paragraph, the EULA will be renewed automatically, each time for twelve (12) months, unless expressly agreed upon otherwise in the MSA.

7.2.   In addition to the other remedies available to TS, TS is at all times, at its sole discretion, without prior written notice or explanation and without becoming liable to End User, entitled to:

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suspend, switch to another End User or terminate (temporarily or permanently) the right to access and use the Software, in the event that TS, at its sole discretion, deems such termination necessary. This includes, without limitation, the situation where Customer does not in time, in full or properly meet its payment obligation(s), where the End User has become inactive for the duration of 180 days, or where the End Users fails to comply with its obligations under the EULA;
(temporarily) restrict the End User's activities in connection with the Software or to ban End User from the Software.

7.3. Either Party has the right to rescind (in Dutch: "ontbinden") the EULA without a notice of default (in Dutch: "ingebrekestelling") being necessary if the other Party is declared bankrupt or applies for a moratorium on payments, a general attachment is levied against the other Party's assets, it goes into liquidation or is dissolved.

7.4. Each Party is authorised to rescind the EULA due to an attributable failure (in Dutch: "toerekenbare tekortkoming") in the performance of the EULA if the other Party, in all cases after a written notice of default that is as detailed as possible and that grants a reasonable term to remedy the attributable failure has been issued, is attributable failing to fulfill its obligations under the EULA.

7.5. If, at the time of rescission (in Dutch: "ontbinding"), Customer has already received (parts of) the Software under the EULA, this/these (parts) of the Software and the associated payment obligations shall not be subject to an obligation to undo (in Dutch "ongedaanmakingsverplichting", "ongedaanmakingsverbintenis").

7.6. Amounts invoiced by TS prior to rescission or termination in connection with Software already properly performed under the EULA shall remain payable in full and shall become immediately due and payable at the time of rescission or termination.

7.7. Upon any termination, rescission or expiration of the EULA, the End User's right to access and use the Software shall cease to exist immediately, without any right to compensation whatsoever.

7.8. Upon any termination, rescission or expiration of the EULA, it is the End User's responsibility to copy any data End User wants to retain to a computer or any other storage device, in a timely manner before termination. TS will not be responsible to the End User or any third party for any loss of data that may result or arise out of such termination of the EULA.

7.9. TS is, at its sole discretion, entitled to discontinue (versions of) the Software and/or the additional services to the Software, without becoming liable to End User. In the event (versions of) the Software and/or the additional services to the Software reaches its end of life, TS will notify End User thereof through the Software.

7.10. All provisions which are meant to survive the termination, rescission or expiration of the EULA shall survive such termination.

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Article 8   Non-disclosure and confidentiality

8.1.   Parties will treat any Confidential Information strictly confidential. The Parties will also impose this obligation on their employees, staff members and/or third parties working for it who are in any way involved in the Confidential Information.

8.2.   The obligation to treat Confidential Information strictly confidential applies for the duration of the EULA plus a period of two (2) years thereafter.

8.3.   TS reserves the right at all times to use the knowledge acquired through performance of the EULA for the benefit of other clients, to the extent no Confidential Information of End User is used in this.

8.4.   In the event of a breach of this article by End User, End User shall promptly notify TS by means of a written notice stating the nature of that breach, when the breach occurred, and any other information that may be relevant. End User shall take all measures to prevent further breaches and/or damages. End User shall provide TS with all necessary assistance to defend the rights of TS, including but not limited to giving TS the opportunity to take any (other) (legal) measures to prevent further breaches and/or damages.

Article 9   Privacy

9.1.   During the use of the Software, the End User may provide Personal Data to TS. These Personal Data will be saved and processed in accordance with the Privacy Statement of TS (available at https://tangelo-software.com/privacy), and the General Data Protection Regulation.

Article 10   Applicable law

10.1.   The EULA and the provision of the Software is governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980) shall not apply.

10.2.   Disputes that arise by reason of the EULA and/or by reason of any further agreements deriving from or relating thereto shall be resolved by arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering, SGOA), which has its registered office in The Hague, The Netherlands. The foregoing is without prejudice to the right of each Party to request preliminary relief in summary arbitral proceedings and without prejudice to the right of each Party to take precautionary measures at the exclusively competent court of Midden-Nederland, Utrecht in The Netherlands. Arbitration proceedings shall take place in The Hague.

Article 11   Other provisions

11.1.   In the event that any term or provision in this EULA shall be held to be illegal, invalid, or unenforceable, in whole or in part, under any applicable law or be so held by applicable court decision, such term or

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provision or part thereof, will be interpreted to best reflect the Parties' intent, and the remainder of this EULA will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law.

11.2.   All notices or reports permitted or required under this EULA shall be in (electronic) writing.

11.3.   No term or provision of this EULA shall be varied or modified by any prior or subsequent statement, conduct or act of End User, except that hereafter the Parties may amend this EULA only by a subsequently dated written amendment signed by the duly authorized representatives of both Parties.

11.4.   TS may amend this EULA at any time. The End User will be notified of any amendments by email and/or by any Updates to the Software and/or upon logging in to the Software. The new version of the EULA will be available for viewing and downloading at the Website and through the Software. If the End User does not agree with the amended or supplemented EULA, the End User's exclusive remedy is to no longer use the Software and to terminate the EULA.

11.5.   The version of any communication and/or reports received or stored by TS serves as authentic and binding proof, subject to evidence to the contrary provided by End User.

11.6.   TS reserves its right to commission third party software and/or service providers and authorized agents to perform any of the rights and/or obligations under the EULA, either in whole or in part.

11.7.   End User may only transfer its rights and obligations under this EULA to a third party with TS's prior written permission.

11.8.   The applicability of any of the End User's purchasing or other conditions is expressly rejected.

Article 12   Contact

12.1.   TS can be contacted by means of the following contact details:

Tangelo Software B.V.

De Dreef 19

3706 BR Zeist

The Netherlands

info@tangelo-software.com

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ANNEX 1 -   EULA - References and interpretation

This EULA has been prepared in English and contains Dutch legal terms ("..."). In case of a dispute, this EULA must be interpreted in accordance with the laws of the Netherlands.

Thereto, In this EULA and the recitals:

- reference to any statute includes a reference to that statute as amended, extended or re-enacted and to any regulation, order, instrument or subordinate legislation under the relevant statute;

- reference to the singular includes a reference to the plural and vice versa;

- reference to "or" is not exclusive and "include" and "including" shall not be construed or read to be limiting;

- reference to a law or regulation includes any amendment or modification to such law or regulation and any further rules issued thereunder or any law or regulation in replacement therefor;

- references to a natural person or legal entity includes its successors or assigns, to the extent permitted under the EULA;

- any rights of either Party may be exercised at any time and from time to time unless specified otherwise in the EULA;

- reference to "written/in writing" in this EULA also refers to email communication, provided the identity of the sender and the integrity of the contents is adequately established;

- reference to an article in this EULA shall be a reference to such section of the body of the EULA, and not to any attachment or other document, unless where explicitly provided otherwise; and

- specific references in (the body of) this EULA to other parts of the EULA shall be without prejudice to the full general applicability of any unreferenced provision or part thereof.

In this EULA:

- the headings of articles, sections, portions or paragraphs of the EULA are for ease of reference only and shall not affect the interpretation of the respective rights and obligations of the Parties and shall not form any part of this EULA for the purposes of construction;

- the wording of the EULA shall be decisive in interpreting the mutual rights and obligations of the Parties under the EULA.