



# License terms for Atlas

General terms, responsibility and payment

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## 2 License terms covering the software program "Atlas"

### 2.1 General terms

The Supplier has the ultimate copyrights, title and any other rights to the Software Program. Any non-compliance with the License Agreement and the Supplier's rights, including the careless use of the Software Program, shall be deemed a breach of this License Agreement.

Changes to the software program provided may only be made by the supplier's personnel or personnel who as a distributor are authorized by the Supplier to make such changes. Customer may not copy or otherwise use the provided software program in any other commercial manner.

Customer does not have the right to break or change any security codes. The Customer is not entitled to change or remove indications in the software program or on any of the media on which the software program is provided, concerning aspects relating to rights, trademarks, etc. The supplier always retains all intellectual property rights to the software program and documentation. This applies to both the standard program and any. specially developed customizations.

### 2.2 The Scope of the license rights

The Customer is granted a limited and non-transferable right to use the Software Program under the terms set forth in this License Agreement. Any permission to transfer the right of use must be agreed in writing with the Supplier.

The right of use only covers the Customer's own employees' use of the software program for the Customer's own administrative data processing activities and on the Customer's own IT infrastructure. The software program, with the written permission of the Supplier, may also be made available to a third party if the Customer has outsourced the Customer's complete IT infrastructure. However, this also assumes that such third party signs this license agreement and is generally, without limitation, responsible for compliance with the license agreement. In addition, the Customer must purchase the necessary additional user licenses for the third-party software program if a Third- Party must have access to the software program.

The software program uses a multi-user license and can be used by the number of users for which the license is acquired, provided that each user uses the software program as part of the operation of the Customer's business and provided that the customer has an active and current update agreement with the Supplier. The number of users is specific named users and thus not liquid concurrent users. Named users are not transferable to other users. If the maximum number of users is exceeded for the license or the customer does not have an active update agreement, this is considered a breach of the license agreement.



## 2.3 Customer responsibility

The Customer has the right to make copies of the software program solely for archiving or backup purposes. In addition, the customer has the right to make a copy of the software program solely for development and testing purposes. Use of such copies is subject to the terms of this License Agreement. In addition to this right, the customer is not entitled to make additional copies of the software program.

### Supplier responsibility

The Supplier warrants to the Customer that the Software Program does not infringe any Third-Party property rights. In the event, that any Third-Party objects to the customer's use of the software program, the Customer is obliged to notify the Supplier immediately.

Subsequently, the Supplier takes over the case and bears the costs thereof, and in any case the Supplier has the right to take over the case at his own expense and after this initiate legal proceedings or settle the case concerning alleged violations.

In the event that a Third-Party objects to the Customer's use of the Software Program, the Supplier shall, in its sole discretion, either: (a) give Customer the right to continue its use of the Software Program; or (b) terminate such violation by modifying the Software Program; c) replace the software program with another software program that has substantially the same functions as the software program, or d) terminate this license agreement with immediate effect against the repayment of the current year's update fee paid by the customer. Upon termination of the license agreement, the Customer must return the software program and all documentation to the Supplier and destroy all backups and/or archival copies. Following this, the Customer is not entitled to make further claims against the Supplier in this regard.

The license agreement will be updated on an ongoing basis and the supplier undertakes to always have an updated version publicly available on its website. The updated version on the website always takes precedence over other agreements.

## 2.4 Payment

The Customer shall pay for the number of software and user licenses required by the Customer, according to the applicable pricing model set by the Supplier at any given time, as well as for the ongoing annual update agreement at the agreed prices and according to applicable conditions.

If the Customer needs more software and/or user licenses for the software program, these must be purchased in accordance with the actual number using the software program at the customer. The Supplier is entitled to continuously monitor the Customer's installation and the number of users who use the software program at the Customer's installation. If the Customer uses more software and/or user licenses than they are entitled to, then it is considered a breach of the license agreement and may incur liability.



## 2.5 Agreement period

The right of use applies from the date of installation until it is terminated by the Customer or the Supplier with the same termination terms as agreed in the update agreement between the parties

The right of use also terminates if it is terminated by the Supplier as a result of the Customer's breach of the license agreement.

Upon termination of the license agreement, the Customer must return the software program and all documentation to the supplier and destroy all backups and/or archival copies. Any continued use of the program after termination of the license agreement and the update agreement is not permitted and may incur liability.

