

# HUMLY SOFTWARE END USER LICENSE AGREEMENT (EULA) AND WARRANTY STATEMENT

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- 5.2 Licensor’s or its licensors’ liability for damages of any kind arising out of this Agreement shall be limited to the fee paid by licensee hereunder. The foregoing shall apply even if the Licensor has been informed of the possibility of such damages.

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To the maximum extent permitted by law, the Licensee agrees to defend, indemnify and hold harmless the Licensor, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney’s fees) arising out of or accruing from (a) Licensee’s use of the Humly Software, and (b) any non-compliance by Licensee with the Agreement.

#### **7. TERM AND TERMINATION**

- 7.1 This agreement will apply from Activation date and shall continue until terminated as set forth below.
- 7.2 This Agreement shall terminate if Licensee violates or fails to comply with any provision of this Agreement and fails to cure such breach within 30 days of receipt of notice of breach from Licensor. Any termination of this Agreement due to Licensee’s uncured breach shall

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- 7.3 All terms and provisions of this Agreement, including all exhibits, addenda and amendments hereto, which by their nature are intended to survive any termination or expiration, shall therefore survive.

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- 9.1 By placing an Order, Customer agrees and understands that Humly may store, process, and use data collected from Customer's Order form or phone/fax/email Order for the purposes of processing the Order. Humly may also share such data globally within the Humly group of companies. Humly shall protect Customer's information in accordance with the Humly Privacy Policy (available here).

- 9.2 To the extent that Humly's Software or cloud services, operated for or supplied to Customer, will store and process Customer's Personal Data, Humly shall treat such Personal Data in accordance with the terms and conditions set forth in **Data Processing Agreement** (DPA) (<https://www.humly.com/data-processing-agreement>) and **Data Security Standards** (DSS) (<https://www.humly.com/data-security-standards>).

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**"Data Processing Agreement"** or **"DPA"** means Humly's Data processing Agreement, required to be accepted by Customer pursuant to Applicable Data protection Law.

**"Data Security Standards"** or **"DSS"** means Humly's data security standard as applied from time to time.

**"Personal Data"** means any information relating to an identified or identifiable natural person (data subject) where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person.

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- 10.1 This Agreement and the rights and obligations of the parties pursuant thereto will be governed by the laws of Sweden, without regard to conflicts of law principles. The provisions of the United Nations Convention on Agreements for the International Sale of Goods will not apply.
- 10.2 Any dispute between the parties relating to this Agreement, the Humly Software and the rights and obligations of the parties pursuant thereto shall be finally resolved in any court of competent jurisdiction in Stockholm, Sweden. Notwithstanding the above, either party may seek equitable relief to protect its confidential information or intellectual property at anytime and anywhere in the World. The party prevailing in any dispute under this Agreement shall be entitled to be compensated for its costs and legal fees.

## **11. MISCELLANEOUS**

- 11.1 If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable.
- 11.2 The failure of Licensor to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit Licensor's rights with respect to such breach or any subsequent breaches.
- 11.3 This Agreement is personal to Licensee and may not be assigned or transferred for any reason whatsoever without Licensor's consent, and any action or conduct in violation of the foregoing shall be void and without effect.
- 11.4 In obtaining the Humly Software, Licensee acknowledges that it has not relied and will not rely on the availability of any other or future Licensor software or products.
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