

# Cx Framework Commercial License Agreement

## Version 1.1

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1.1 “Party” means the Licensee or the Licensor.

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1.4 “Software Version” means a state of the Software labeled with a unique version number in the format of {major}.{minor}.{patch} (e.g. 16.9.5).

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1.12 “Effective Date” means date when this agreement becomes effective. If not expressed otherwise, it’s the date of the “License Fee” invoice.

1.13 “Support Subscription Period” means period of time during which the Licensee is entitled to Maintenance and Support services. If not expressed otherwise, this is the period commencing with the Effective Date and lasting 365 days.

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3. right to receive one hour of technical support per Licensed Developer provided by email.

3.3 The Licensor may limit or terminate access to Maintenance and Support in case of excessive use, determined in its sole and reasonable discretion of the Licensor.

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4.1 In consideration of the Licensor providing the License under clause 2 and/or Maintenance and Support under clause 3 of this License Agreement, the Licensee agrees to pay to the Licensor the amount of the "License Fee", "Support Subscription Fee" and other fees presented to the Customer during the online ordering process or through a price quote.

4.2 Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, value added or other taxes, however designated, which are imposed by reason of the transactions contemplated by this Agreement.

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## 8. CONFIDENTIALITY.

8.1 Neither Party may use, disclose or make available to any third party the other Party's Confidential Information, unless such use or disclosure is done in accordance with the terms of this Agreement.

8.2 Each Party must hold the other Party's Confidential Information secure and in confidence, except to the extent that such Confidential Information:

- a. is required to be disclosed according to the requirements of any law, judicial or legislative body or government agency; or
- b. was approved for release in writing by the other Party, but only to the extent of and subject to such conditions as may be imposed in such written authorisation.

8.3 This clause 8 will survive the termination of this Agreement.

## 9. DISCLAIMERS & RELEASE

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## 10. INDEMNITY

10.1 The Licensee must indemnify, defend and hold harmless the Licensor, its board members, officers, employees and agents from and against any and all claims (including third party claims), demands, actions, suits, expenses (including attorney's fees) and damages (including indirect or consequential loss) resulting in any way from:

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- c. any other act of Licensee.

10.2 The Licensor will defend, indemnify and hold the Licensee harmless against any claim stating that the Software is violating any third-party copyright provided that:

- a. the Licensee promptly notifies the Licensor of the claim;
- b. the Licensee in good faith uses its best effort to stop any claim that is unfounded; however, in the case of legal proceedings, the Licensor will have sole control of the defense and any related settlement negotiations;
- c. the Licensee timely provides the Licensor with all necessary assistance, information and authority to perform the above.

If the Software is held by a final court ruling to be infringing any third-party intellectual property rights the Licensor will at its option:

- a. obtain the right for the Licensee to continue to use the Software consistent with this Agreement;
- b. modify the Software so that it is non-infringing;
- c. in the event that options (a.) and (b.) are not feasible, refund any and all invoiced amounts to the Licensee and all of the Licensor obligations under this Agreement shall terminate upon written notice.

The Licensor indemnity obligations under this section shall under all circumstances be limited to the total amount invoiced to the Licensee under this Agreement during the period of twelve months prior to the day when the Licensee provided the notice.

10.3 This clause 10 will survive termination of this Agreement.

## 11. WAIVER.

11.1 Any failure or delay by either Party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other of the provisions of this License Agreement shall not operate or be construed as a waiver thereof.

## 12. GOVERNING LAW

12.1 This Agreement will be construed by and governed in accordance with the laws of European Union.

## 13. TERMINATION.

13.1 This Agreement and the License granted herein commences upon the Commencement Date and is granted for the Term, unless otherwise terminated by the Licensor in the event of any of the following:

- a. if the Licensee is in breach of any term of this License Agreement and has not corrected such breach to the Licensor's reasonable satisfaction within 7 days of the Licensor's notice of the same;
- b. if the Licensee becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganization or dissolution, or makes an assignment for the benefit of creditors; or
- c. the Licensee is in breach of clause 6 or 8 of this Agreement.

13.2 Termination under this clause shall not affect any other rights or remedies the Licensor may have.

## 14. ASSIGNMENT

14.1 The Licensee shall not assign any rights of this License Agreement, without the prior written consent of the Licensor.

## 15. PUBLICITY

15.1 The Licensee grants the Licensor the right to include The Licensee as a customer in promotional material (including, but not limited to, advertising, press and similar public disclosures in any medium or format) relating to the Software at any time after 30 days following the Effective Date. The Licensee can deny this right by submitting a written request via email.

## 16. SEVERABILITY

16.1 The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.