



## GENERAL TERMS AND CONDITIONS OF LICENSE AGREEMENTS

### 1. CONTENT OF THIS AGREEMENT

- 1.1. Cedoc and the Licensee (each a "Party" and jointly the "Parties") have agreed to enter into the License Agreement in accordance with these general terms and conditions ("General Terms").
- 1.2. The license agreement covers the Cedoc licensed program CEDOC (the "program") with associated documentation and software locks (jointly the "Program"). The License Agreement also includes multi-user licenses where the Program is distributed via the Licensee's server or the CEDOC license pool.
- 1.3. The Program is supplied for installation by digital download. Software locks are supplied for full availability of the Program.

### 2. RIGHT OF USE

- 2.1 Through the License Agreement, the Licensee obtains a non-transferable and non-exclusive right to use the Program on the terms and conditions stated in these Terms and Conditions (the "License").
- 2.2. For a student license, see paragraph 15.

### 3. INTELLECTUAL PROPERTY RIGHTS ETC.

- 3.1. Cedoc is the owner of the trademark CEDOC®, the Program and all rights that protect it, including but not limited to common sense, copyright, trademark rights and design rights. Nothing in the License Agreement or these Terms and Conditions shall now or in the future give the Licensee the right to assign or transfer any rights in the Program, the License or copies of the Program (see paragraph 9 below).
- 3.2. Unauthorized use or copying of the Program constitutes unlawful infringement of intellectual property rights and may result in liability or other penalties under applicable law and/or these Terms and Conditions. Any use of the Program requires permission from Cedoc.
- 3.3. The Licensee shall not be entitled to remove or otherwise damage any trademark or copyright mark in the Program or make changes to any of the Rights of the Program.
- 3.4. The Licensee commits not to, without instructions and approval from Cedoc, tamper with or otherwise take any action with the Program, including the Program's internal program files.

### 4. CEDOC'S COMMITMENTS

- 4.1. Cedoc provides support as follows:
  - Provision of the most current version and license type of the delivered Program at any given time.
  - Telephone or digital support in case of operational problems if access to a suitable technician is available.
- 4.2. Cedoc shall continuously update and improve and, in accordance with 6.2, remedy any errors in the delivered Software. Within the framework of the ongoing License, the Licensee receives all news and additions to the Program with associated user documentation attributable to the standard delivery (original delivery) or the version received by the Licensee.
- 4.3. Telephone or digital support offers the Licensee advice by telephone in the event of acute technical problems. The advice presupposes that the Licensee has participated in Cedoc's training for the function in question. Thus, telephone or digital support is not a substitute for education.
- 4.4. Cedoc undertakes to provide support only on the latest available version and license types announced by the Program.
- 4.5. Cedoc only replaces parts and provides support for faults that have occurred during normal use. If the Program is damaged, Cedoc will make a new copy available to the Licensee.
- 4.6. The license agreement does not cover:

- a) support of the Program if it is used in violation of the instructions for use and Cedoc's instructions, such as rectification of malfunctions caused by improper operation;
- b) support of the Program if Licensee has modified it by reprogramming;
- c) support of Program parts that are not part of the original version of the Application;
- d) support of Program parts, the operation of which is dependent on other software;
- e) support that has become necessary due to Licensee's failure to follow the service instructions contained in the Program user documentation;
- f) any form of fault correction caused by intentional damage or alteration of the program or the basis on which it is based;
- g) for the PC software (PCSW) license type, moving to other computers or servers on a daily basis.

The types of support listed above are charged considering the time required and material costs according to Cedoc's current price list.

- 4.7. Support commitments on the Program require support at Cedoc.

### 5. LICENSEE COMMITMENT

When using the Program, the Licensee shall comply with the user documentation and any instructions provided by Cedoc or made available on Cedoc's website or social media. Support measures caused by the Licensee not following the instructions given are not covered by Cedoc's commitments and will be charged separately. Correspondingly, the Licensee will be charged separately if it is found during support as a result of a fault report that the Program is not defective.

### 6. WARRANTY LIMITATION OF LIABILITY

- 6.1. Cedoc guarantees that the Program includes the functions described in the manual. However, minor deviations from the description, which do not significantly affect the functioning of the Program, may occur. Cedoc's warranty commitment thus only covers the correction of such faults that significantly affect the function of the Program as described in the manual.
- 6.2. Cedoc undertakes to, free of charge, rectify or circumvent such original errors in the Program that are covered by Cedoc's warranty in accordance with paragraph 6.1 and which occurred within six (6) months of the entry into force of the License Agreement.
- 6.3. The warranty presupposes that the defect can be proven by the Licensee and that the Licensee notifies Cedoc in writing or verbally as soon as a defect occurs.
- 6.4. A prerequisite for the Licensee to be able to claim Cedoc's warranty liability is that the Licensee has followed Cedoc's instructions for use for the Program. The Licensee is also obligated to assist Cedoc to a reasonable extent in the rectification of defects.
- 6.5. Cedoc is not responsible for errors caused by the Licensee, such as service errors or errors caused by the Licensee's computer system. Cedoc is entitled to rectify errors caused by the Licensee, according to Cedoc's current price list.
- 6.6. Cedoc's obligation to correct errors within the framework of the warranty only applies to the latest available version of the Program.
- 6.7. With these warranty provisions, Cedoc's liability for defects is fully regulated. Cedoc is not responsible for any damage that may directly or indirectly affect the Licensee or a third party due to the use of the Program. Cedoc's liability for damages is always, regardless of the reason, limited to an amount corresponding to one license fee. However, this does not apply if Cedoc acted intentionally or acted with gross negligence.
- 6.8. It is the responsibility of the Licensee to inform Cedoc of any significant changes in the company. Such as, for example, acquisitions, bankruptcies, name

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changes that affect the use of the software. If not, Cedoc will invoice in accordance with the terms of the contract.

## 7. INSPECTION

- 7.1. Cedoc has the right to, during regular working hours, electronically inspect the Application at the Licensee's premises at a time which is suitable for Cedoc.
- 7.2. If, upon inspection, Cedoc finds that the Licensee does not fulfill its obligations under these General Terms and Conditions, the Licensee shall remedy the deficiencies within a reasonable time. If the Licensee fails to do so within such time limit, Cedoc has the right to terminate the License Agreement and take other legal action, as well as demand penalties and damages in accordance with paragraph 12 below.

## 8. PROGRAM UPDATES

- 8.1. Cedoc shall notify the Licensee of changes and improvements in the Program that affect the use. The Licensee has the right to new software versions with associated documentation in accordance with Cedoc's current price list.
- 8.2. These General Terms and Conditions shall also apply to new versions of the Program.

## 9. COPIES etc.

- 9.1. The Licensee does not have the right to copy the Program or parts thereof, neither for its own use nor otherwise. If the Licensee wishes to obtain copies of the Program, such copies can be purchased from Cedoc in accordance with Cedoc's current price list.
- 9.2. The Licensee must, however, be entitled to make such copies and changes that it has right to do according to Swedish Copyright Act 26g §.

## 10. PRICES AND TERMS OF PAYMENT

- 10.1. The price for the License is evident from Cedoc's website and is valid for one year at a time. Cedoc reserves the right to change the license prices from year to year.
- 10.2. License fee must be paid in advance against invoice (30 days net). The license agreement is invoiced on a rolling 12-month basis.
- 10.3. In case of late payment, penalty interest is paid according to the Interest Act. In addition Cedoc has the right to compensation in accordance with the Debt Recovery Act.
- 10.4. Should the Licensee sign a License agreement for additional copies of the Program, these General Conditions will also apply for this additional software.
- 10.5. In the event of non-payment, CEDOC has the right to terminate the program for all users.

## 11. FORCE MAJEURE

Cedoc is not liable for damage or non-fulfillment of obligations if the damage is caused or the fulfillment has been prevented by events beyond Cedoc's control and over which Cedoc could not control, such as fire, war, mobilization, pandemic, currency restrictions, sabotage, lack of means of transport, general shortage of goods, incorrect documentation from authorities, interpretations from authorities and institutes as well as errors or delays in deliveries from subcontractors as a result of such circumstances referred to in this paragraph.

## 12. CONTRACTUAL PENALTY

- 12.1. If the Licensee violates any of its obligations under these Terms and Conditions, they shall, for each violation of contract, pay a fine to Cedoc in an amount corresponding to the license fee (see paragraph 10.1). However, in the event of late payment, paragraph **Fel! Hittar inte referenskälla..**
- 12.2. If Cedoc can prove that the damage exceeds the amount of the penalty, the Licensee shall compensate for the entire damage. The imposition of fines and any

damages does not affect Cedoc's right to claim other sanctions as a result of the infringement.

## 13. TERMINATION AND SHUTDOWN

- 13.1. The license agreement is valid from the time of ordering a license and until further notice. The license agreement can be terminated by each Party no later than three (3) months before the new rolling 12-month invoicing takes place. Notice of termination must be in writing.
- 13.2. Cedoc has the right, without the Licensee having the right to claim damages or make other claims against Cedoc on that basis, to terminate the License Agreement and suspend the Program with immediate effect if any of the following circumstances occur:
  - The Licensee is in possession of the Program, in violation of these Terms and Conditions or commits another material violation of the Licensee's obligations under these General Terms and Conditions.
  - The licensee is declared bankrupt.
- 13.3. If Cedoc does not fulfill its obligations under these General Terms and Conditions or Cedoc through negligence fails to remedy the deficiencies pointed out by the Licensee, the Licensee is entitled to terminate the License Agreement with immediate effect.
- 13.4. Upon termination of the License Agreement, Cedoc has no obligation to refund the license fee paid.
- 13.5. The program can be shut down remotely by Cedoc in the event of a violation of contract. If such suspension should occur and the Licensee believes that the suspension is being made incorrectly, the Licensee shall notify Cedoc. Cedoc has no responsibility for such suspension except to immediately ensure that the Program works again.
- 13.6. If a license agreement has been terminated and it is found that the customer knowingly used the program during this period, Cedoc has the right to invoice the missing license fees for the current year.

## 14. INSURANCE ETC.

It is the responsibility of the Licensee to take out and maintain the necessary insurance in the event of destruction or loss of the Program at its own responsibility and expense. These cases are not covered by Cedoc's support and warranty liability according to paragraph 4 and 6.

## 15. STUDENT LICENSE

In the case of a student license, the Licensee has the right to sublicense to a third party who is a student at the Licensee's university or school ("Sublicensee"). Licensee shall be responsible for its Sublicensees as well as for itself and shall ensure that Sublicensees review and comply with the "GENERAL TERMS AND CONDITIONS OF LICENSE AGREEMENT" as applicable. The Licensee shall, upon request, provide Cedoc with an updated list of its Sublicensees.

## 16. GENERAL PROVISIONS

- 16.1. Disputes arising out of or in connection with this License Agreement or these General Terms and Conditions shall be settled by a general court with Skaraborg County District Court as the first instance.
- 16.2. Swedish law shall apply to the interpretation or application of the License Agreement and these General Terms and Conditions.
- 16.3. If any provision of the License Agreement or these General Terms and Conditions of competent jurisdiction is found to be invalid or unenforceable, such provision and all other provisions shall be valid and enforceable to the fullest extent permitted by applicable law, and the Parties shall negotiate in good faith with each other with a view to agreeing on any necessary changes to this Agreement to maintain the structure of the Agreement; purpose and spirit.
- 16.4. The latest official agreement, see website (2023-12-01).