

## **SOFTWARE LICENSE AGREEMENT**

### **1. General**

1.1 This software license agreement ("**Agreement**") is a legal agreement between you ("**Licensee**") and Capture One A/S, (CVR no. 17889699), Roskildevej 39, 2000 Frederiksberg ("**Licensor**").

1.2 This Agreement sets out the terms and conditions applicable to Licensee's use of the pre-packaged styles ("**Style Packs**") that is made available under this Agreement.

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6.2 Licensee agrees that Licensor may free of charge and without any restrictions, obligations or conditions use improve, develop, modify, alter, disclose, reproduce, make available license, sub-license, transfer, distribute, market, sell and in any other manner exploit the Feedback for whatever purpose deemed appropriate by Licensor whether in connection with a subsequent commercial release of the Style Packs or in connection with any other software, product, technology or other service made available now or in the future in connection with Licensor's business operations.

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## **7. License Fee**

7.1 This Agreement is subject to Licensee's payment of the applicable license fees.

7.2 In no event shall Licensee be entitled to claim any refund of any license fees already paid or accrued.

## **8. Indemnification**

8.1 The Licensee shall promptly notify Licensor in writing in the event that Licensee becomes aware of (i) any breach or alleged breach of this Agreement, (ii) any claim or alleged claim concerning infringement third party intellectual property rights from any third party pertaining to Licensee's use of the Style Packs including without limitation claims or alleged claims that images to which the Style Packs are applied infringe any third party intellectual property rights and/or (iii) any breach of any applicable legislation in connection with Licensee's use of the Style Packs.

8.2 The Licensee shall compensate, defend and indemnify Licensor from and against any claims, damages and losses pertaining to any of the circumstances set out in clause 8.1, to the extent that such claims, damages or losses are a result of (i) Licensee's breach of this Agreement, (ii) any infringement by Licensee of any third party's intellectual property rights and/or (iii) any breach of any applicable legislation.

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10.2 Notwithstanding clause 10.1, Licensor shall not be liable towards Licensee or any third party for any direct, indirect, punitive or other damages or losses including, without limitation, damages for loss of profits, business interruption, loss of data or the restoration hereof, product liability or personal injury arising out of the use of or inability to use the Style Packs. The aforesaid exclusions and limitations shall apply irrespective of whether such damages or losses are caused by acts or omissions by Licensor attributable to Licensor as negligent (including both gross and simple negligence) or incidental.

10.3 In addition to the exclusions and limitations of liability set forth in section 9 and this section 10 of this Agreement, the entire liability of Licensor (and irrespective of the basis of such liability) to pay any damages, compensation or any other amounts during the term of this Agreement shall be limited and capped to the total aggregate license fee actually paid by Licensee to Licensor for the provision of the Style Packs comprising any and all claims of Licensee throughout the term of this Agreement.

10.4 The limitations and exclusions set out in this section 10 shall apply to the maximum extent permitted by applicable law.

## **11. Term and Termination**

11.1 This Agreement shall come into force and be effective as of the date of Licensee's installation for the first time of the Style Packs ("**Effective Date**").

11.2 In the event of either party's material breach of this Agreement the other party is entitled to terminate this Agreement with immediate effect. Without limiting the generality of the foregoing (i) the failure for any reason by the Licensee to maintain a valid Capture One license and/or (ii) any failure by Licensee to pay any license fees due and/or (iii) any failure by Licensee to comply with the terms and conditions of this Agreement shall be deemed a material breach of this Agreement by the Licensee entitling Licensor to terminate this Agreement for breach with immediate effect.

11.3 Licensor may terminate this Agreement for convenience with immediate effect at any time upon serving notice in writing to Licensee in this respect.

11.4 Upon termination of this Agreement and irrespective of the reason for such termination, Licensee shall immediately cease to use the Style Packs. Licensee acknowledges and agrees that Licensor in the event of termination of this Agreement for whatsoever reason is entitled to delete Licensee as user.

## **12. Miscellaneous**

12.1 This Agreement constitutes the entire, full and complete agreement between Licensee and Licensor concerning the subject matter hereof and supersede any and all prior agreements whether oral or in writing. Representations by Licensor, whether oral, in writing, electronic or otherwise, that are not expressly set forth or referred to in this Agreement shall not be binding upon Licensor and does not constitute part of this Agreement.

12.2 Licensor may assign this Agreement without the consent of Licensee to (i) a company affiliated with Licensor or (ii) an unaffiliated third party to the extent that such assignment takes place in connection with a restructuring, divestiture, merger, acquisition or the like.

12.3 This Agreement shall be governed by and construed in accordance with Danish law however excluding (i) any rules concerning choice of law and (ii) the UN Convention on Contracts for the International Sale of Goods ("CISG"), which shall not apply. Any disputes arising from this Agreement shall be subject to the jurisdiction of the ordinary Danish courts. The aforesaid choice of law and venue shall however not apply to Licensor's application of any preliminary remedies enforcing Licensor's rights including without limitation filing for grant of a preliminary injunction and/or securing of evidence.

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