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- 1.01 "Agreement" or "License" or "EULA" shall mean this End User License Agreement.
- 1.02 "Licensee" or "You" or "Your" shall mean You, the individual or business entity licensing the Product under of the terms of this Agreement.
- 1.03 "Intellectual Property" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.
- 1.04 "Update" means maintenance of, or a fix to, a version of Product, including, but not limited to: a hotfix, patch, or enhancement, none of which function as a standalone service or other software package and which do not have an additional cost for any existing Licensee.
- 1.05 "Upgrade" means a major, standalone version of Product, which may include additional applications, features, or functionality.
- 1.06 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.07 Words in the singular shall include the plural and vice versa.

- 1.08 A reference to one gender shall include a reference to the other genders.
- 1.09 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or reenactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts; provided that, as between the Parties, no such amendment or re-enactment shall apply for this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party.
- 1.10 A reference to writing or written includes e-mail.
- 1.11 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.13 References to articles, sections, or clauses are to the articles, sections, and clauses of this Agreement.
- 1.14 "We", "us", and "our", means Retail Central Europe AB.
- 2. LICENSE GRANT.** Retail Central Europe AB shall grant to You a non-exclusive license for the use and installation of the Product subject to all the terms and conditions set forth herein. Furthermore, this EULA shall also govern any software Updates and Upgrades provided by Retail Central Europe AB that would replace, overwrite and/or supplement the originally installed version of the Product, unless those other Updates and Upgrades are covered under a separate license, in which case the terms of that license will govern.
- 3. TERMINATION.** Should You breach this EULA, Your right to the use of the Product will immediately terminate and shall terminate without any notice being given. However, all provisions of this EULA, except for the License grant, shall survive termination and will remain in effect. Upon termination of the License grant, You **MUST** destroy all copies of the Product.
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- 7. DISCLAIMER OF WARRANTY.** Retail Central Europe AB shall use reasonable efforts consistent with prevailing industry standards to maintain Product in a manner that minimizes errors and interruptions.

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- 10. SWEDEN GOVERNMENT END USERS.** The offered content is licensed by the SWEDISH Government with RESTRICTED RIGHTS. The use, duplication of, or the disclosure by the SWEDISH Government, shall be subject to restrictions in the Technical Data and Computer Software clause, and the Commercial Computer Software clause, as applicable.
- 11. MISCELLANEOUS**

 - 11.01 SUCCESSORS AND ASSIGNS.** This EULA, in its entirety, shall be legally binding upon and inure to the benefit of Retail Central Europe AB and You, our respective successors and permitted assigns.
 - 11.02 SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall not be affected.
 - 11.03 WAIVER.** If there is any waiver of any breach or failure to enforce any of the provisions contained herein, it shall not be deemed as a future waiver of said terms or a waiver of any other provision of this EULA.

11.04 AMENDMENTS. Any waiver, supplementation, modification, or amendment to any provision of this EULA, shall only be effective when done so in writing and signed off by Retail Central Europe AB and You.

11.05 GOVERNING LAW. This EULA shall be governed solely by the laws of the Province of Södermanland & Uppland of Sweden. Should any action arise out of or about this EULA, such action may be brought exclusively in the appropriate federal or Capital court in Stockholm, Sweden, and as such, You and Retail Central Europe AB irrevocably consent to the jurisdiction of said court and venue for Stockholm, Sweden.

11.06 ASSIGNMENTS. You may not assign or transfer any part of this Licensee without the written consent of Retail Central Europe AB, except that, if a change of control occurs (including a sale or merger), the Party experiencing the change of control may ensure this License remains in full force and effect by providing written notice to the other Party within thirty (30) days after the change of control.

11.07 VALID AND BINDING. This Agreement constitutes a valid and legally binding obligation of the Parties, enforceable against the Parties under its terms, subject in all respects to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and general equitable principles.

11.08 EFFECT OF TITLE AND HEADINGS. The title of the Agreement and the headings of Sections and Clauses are included for convenience and shall not affect the meaning of the Agreement or the Section.

11.09 FORCE MAJEURE. Except for payment obligations, if either Party is prevented from performing or is unable to perform any of its obligations under this License due to causes beyond the reasonable control of the Party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes (each, a "**Force Majeure Event**"), such Party's performance shall be excused and the time for performance shall be extended accordingly provided that the Party immediately takes all reasonably necessary steps to resume full performance.

11.10 CONTACT INFORMATION

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