

WorkPoint365 End User License Agreement

1 Preamble

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The Software are provided by WorkPoint A/S (hereinafter referred to as “WP”), a company duly registered with company no. 26 08 26 68 in the Kingdom of Denmark, located at Adgangsvejen 3, DK-6700 Esbjerg, Denmark.

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The End User agrees that WP may collect and use technical data and related information, including but not limited to technical information about the End User’s device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to the End User (if any) related to the Software. WP may use this information, to improve WP’s products or to provide Software or technologies to the End User.

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4 Indemnification

To the maximum extent permitted by law, the End User agrees to defend, indemnify and hold harmless WP, WP’s 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 the End User’s violation of this License or any third party claim arising against WP WP’s affiliates and their respective directors, officers, employees and agents from the End User’s use of the Software for other purposes than intended by this License.

5 Warranty

WP will do its best to correct Errors when they occur and as quickly as possible depending on the nature of the error, but do expressly not warrant that the operation of the Software will be uninterrupted or error-free or the functions in the Software will meet the End User’s special requirements.

An error is defined as a material discrepancy between the actual operation of the Software and its theoretical operation as described in the user manual and leaves essential functions of the Software useless for the End User (Error). In the event that the End User discovers an Error in the Software, the End User shall give prompt notice to WP of such error.

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