## SOFTWARE LICENCE AGREEMENT



## TOOL4COOL®

- 1. The USER is granted a non-exclusive right to use the Tool4Cool® LabEdition software.
- 2. The USER shall not be entitled to alter the Tool4Cool® LabEdition software.
- 3. SECOP retains the title and copyright to the Tool4Cool® LabEdition software and documentation as well as the principles used in the Tool4Cool® LabEdition software.
- 4. The USER shall not be entitled to publish, transfer or in any other way make the Tool4Cool® LabEdition software accessible to third parties.
- 5. The USER shall be entitled to make one (1) copy of the Tool4Cool® LabEdition software for back-up purposes. Beyond that, the Tool4Cool® LabEdition software shall not be copied.
- 6. The USER shall inform any member of his staff affected by the agreement on the use of Tool4Cool® LabEdition software of the content of same and that it will be his responsibility to adhere to the conditions of said agreement.
- 7. SECOP shall be entitled to cancel the agreement on use of Tool4Cool® LabEdition software with immediate effect if the USER or any party for whom he is responsible should be guilty of a violation of the conditions for use of Tool4Cool® LabEdition software and of confidentiality, and said violation does not cease 30 days at the latest after SECOP drawing attention to it in writing.
- 8. The USER assumes responsibility for the use of the Tool4Cool® LabEdition software from the moment where the conditions are accepted.
- 9. SECOP shall not be held liable for any damage or loss under this license arising from the use of the Tool4Cool® LabEdition software, including damage to the plant or other goods, such as consequential damage or other loss of goods.
- 10. The USER shall in every respect be obliged to indemnify SECOP for any and all costs arising in connection with any action for damages against SECOP initiated by a third party and having relation to the USER'S use of the Tool4Cool® LabEdition software.
- 11. Unless agreed otherwise in writing between SECOP and the USER: SECOP shall assume no liability with regard to service or maintenance of the Tool4Cool® LabEdition software. SECOP shall be under no obligation to update or provide the USER with new releases of the Tool4Cool® LabEdition software.

