

Licensing terms for EDOC

A documentation tool – Quite simple

Date: June 2018



Licensing terms for the product EDOC

Made by DOKON

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Licensing terms for DOKON.dk ApS product EDOC

Definitions:

- **Licenses:** When becoming an EDOC customer the Customer receives an account called a Licence.
- **The Supplier:** DOKON.dk ApS develops and hosts of the product EDOC and will be referred to as the Supplier. DOKON.dk ApS is responsible for the technical operation of EDOC only and bears no responsibility for the contents, set up or methodology of the individual Licenses.
- **The Customer:** Customers are entities that licenses EDOC from a Dealer that acts as a reseller of the product EDOC.
- **The Dealer:** Dealers are resellers of EDOC. They act on their own behalf and bears the responsibility of the product EDOC in connection to the Customers use of EDOC and are referred to as the Dealer.
- **Users:** The Customers can issue any number of users they see fit to handle EDOC Licenses.

1 Customers deployment of EDOC

At first login with username and password the EDOC license will be regarded being in use and this License Agreement shall enter into force automatically.

2 Right of use

The Customer acquires the right to use EDOC under license.

An EDOC license is non-transferable and cannot be given away or sold.

The license only allows the Customer access to use EDOC internally for the treatment of their own data and for their own purposes, and EDOC cannot be made available to other legal entities.

3 Future changes

The Supplier reserves the right to change the existing features or completely withdraw these as part of the Supplier's development of EDOC.

4 Users of EDOC

Users should use a personalized login in the application of EDOC.

5 Data transfer

EDOC are carried out in the platform browser. The browser must have a local database.

Data of performed control points are recorded and transferred to the Supplier's hosted server, when connected to the Internet. In the absence of any link to the Internet, the entries are stored in the browser's

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local database for later transfer for up to thirty (30) days.

The Customer is responsible for loss of data due to, but not limited to, errors in the Customer's mobile devices and PCs, lack of Internet connections, network outages, actions from the Customer's own IT departments, specific local circumstances surrounding the download of updates and other things that are beyond the Supplier's control.

5.1 License sizes

The content of a License is exchanged continuously, when the used platform is connected to the Internet, between the browser and the suppliers of hosted servers. Likewise, the browser receives new control points, updates or other information.

When a License has a certain size and the amount of information which must be exchanged, becomes very large, the application of EDOC Mob will seem to slow down.

Therefore, the Supplier limits the maximum number of 200 control points to per License.

6 Rights to content

The Customer or Dealers reserves the rights to any specific methodology used for the set ups of the Customer's Licenses.

Uploaded content remains the sole property of the Customer or the Dealer depending on which part has created it.

The Supplier does not use the Customer information or uploaded Customer data in any type of development, training or sales demonstration purposes

The Supplier or the Dealer will not bring the uploaded content to third party knowledge.

Content that is not generated by the Dealer or the Customer such as, but not limited to, help texts, videos and translations are property of the Supplier. Customers that create their own content in EDOC are free to use the Supplier's content for this purpose.

The Supplier reserves the right to develop new general features to the benefit of all EDOC customers. This can happen regardless if the concepts or the ideas originated from the Supplier's dealings with the Customer or from the Supplier's own processes.

6.1 Contents of File-storage ("drop-box")

Customers keep their rights to files uploaded to EDOC File-storage.

The Supplier assumes no liability for these files, nor for the deletion of these due to the expiration of a License or the termination of a License. The Customer will have a thirty (30) days period after the expiration date of a license to secure files uploaded to the File-storage.

The File-storage ("drop-box") has a maximum size based on the agreement between the Customer and the Dealer. The size of the File-storage can be observed in EDOC Admin.

7 Information

All recording of information in EDOC happens on the Customer's own risk. The Supplier does not check the information and cannot be held responsible for what may be uploaded.

8 Access to Data

8.1 The Supplier's dealings with Data

This License Agreement is supplemented by a separate Data Processing Agreement.

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9 Updates

The Suppliers system updates should not be confused with updates made by the Dealer or the Customer in licenses.

The Customers will continuously receive system updates and changes to EDOC. The Supplier will determine the content of these updates and updates will happen several times a year.

For larger updates, such as a new version, the access to EDOC Admin may be closed for to for up to eight (8) hours.

The purpose of the updates will be, but not limited to, bug fixes, new features, re-design of the user-interface, simplifying existing features, removing features or moving data (but not deletion of the Customers Data).

The Dealer or the Supplier may inform the Customers about larger updates in writing.

9.1 Errors in updates

The Supplier makes reservations that there may be reduced functionality or failure in connection to larger updates. EDOC may have errors in individual functions or the entire EDOC may be affected.

If the errors in an update are regarded as small and only affect parts of EDOC, these will be corrected within five (5) working days.

If the error is considered significant, the debugging will happen within twenty-four (24) hours after the Supplier receives the information.

Should debugging not be possible within twenty-four (24) hours, the update will be reversed until the error has been corrected and the update can be implemented.

The Customer cannot claim losses in connection with updates, unless there has been loss of Data.

10 Error on EDOC

Errors in EDOC can only be corrected by contacting the Customer's Dealer of EDOC.

Errors and/or omissions in EDOC, which the Supplier is made aware of will only, by the Supplier's sole discretion, be rectified in the form of updates.

11 Support

11.1 Communication on EDOC

Communication about EDOC including Support requests, can only be made to the Dealers of EDOC, not to the Supplier.

11.2 Support

In need of support in sense of, but not limited to, assistance in the use of features, setup, login, user names, deployment, accidental deletion of Licenses or controls etc. the requests must be made by contacting the Dealer.

11.3 Unprompted support from Supplier

The Supplier may choose to make direct contact with a customer, to provide unprompted support or to investigate possible complications identified by the Supplier.

11.4 User manual in EDOC Admin

There are manuals in EDOC Admin for the use of the specific functions.

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11.5 Videos like user manual

The Supplier produces videos in Danish and English to aid the use of EDOC. Renewal of videos in connection with larger updates will happen progressively and as needed.

The Customer can, by contacting the Dealer, ask to have user videos produced. If these are deemed relevant to other customers, the Supplier will produce these.

11.6 Videos in other languages

The Dealer will be responsible for preparing videos in languages other than English and Danish.

User video may only be prepared with a clear indication of who made the video.

The videos must not contain statements that can be taken to be positions of the Supplier when they are not, or which may seem offensive to others.

The Supplier reserves the right to remove video deemed inappropriate, without compensation for the video producer. By repeated instances, the Dealers or the Customer's license can be revoked by the Supplier.

12 Licenses shall not be used for illegal activities.

The Supplier reserves the right to suspend EDOC licenses if suspicion is raised that the system is being used for illegal purposes.

Rulings or convictions proving that EDOC has been used for illegal purposes will mean that the Customers or Dealers rights immediately will be revoked and with this the Customers or Dealers right to Data, files, descriptions or other information that has been uploaded to EDOC.

Enquiries from relevant authorities to the Supplier with information about the use of EDOC for illegal purposes can also mean that an EDOC license is suspended and that all rights are revoked.