EPPlus Software

END USER LICENSE AGREEMENT

EPPLUS Commercial use - Subscription by year

Last updated: January 19, 2025.

This End User License Agreement (“EULA”) is made between you and EPPlus Software AB (CID 559205-1980), Klarabergsviadukten 70, Box 70396, 107 24 Stockholm, Sweden (“EPPlus Software”), and governs your use of the EPPlus version/s purchased (the “Software”). By downloading and using the Software, you agree to be bound by the terms of this EULA. If you accept this EULA on behalf of a company or other legal entity, you warrant that you have full legal authority to accept the terms and conditions on behalf of such company or other legal entity, and to legally bind such company or other legal entity.

1 INTELLECTUAL PROPERTY

1.1 ASSERTMENT OF INTELLECTUAL PROPERTY RIGHTS

EPPlus Software owns all intellectual property rights to the Software, a .NET library that reads and writes Excel files using the Office Open XML format. You may not use the Software other than pursuant to the terms of this EULA.

1.2. ON NONCOMMERCIAL USE

Noncommercial use is exclusively regulated by the Polyform Noncommercial license. Polyform Noncommercial license is a separate written agreement. In noncommercial use the Software and product derived from this use is marked as such. Commercial use licenses are issued with a key that inactivates the marking function.

2 GRANT OF LICENSE

EPPlus Software grants you a non-exclusive, non-transferable, limited and revocable subscription license to access, download, install, copy, make available (see 3.4), distribute as part of your own product and use the Software, subject to the terms of this EULA. You do not acquire any ownership to the Software as result of your subscription license. You are, inter alia, not entitled to sell, rent or otherwise convey the Software.

3 CONDITIONS

3.1 Payment

Your right to use the Software under this EULA is preconditioned on payment of the subscription fees as set out in Section 6 (“Payment Terms”).

3.2 Permitted Use

The Software may only be used by you, or persons in your organization, and only by the number of persons that your current subscription covers.

3.3 No Modifications

You may not make any modifications to the Software under this EULA. Other licenses are published at https://epplussoftware.com.

3.4 Not Offering The Software as a Service

You may not offer the Software, or what substantially constitutes the Software, as a service other than as a minor feature of your own service.

3.5 Confidentiality of Credentials

You must maintain the confidentiality of any credentials issued to you upon signing up for a subscription to the Software. EPPlus Software reserves the right to cancel licence keys distributed in excess of license grant.

3.6 EPPlus Software’s Corporate Name

You may not use EPPlus Software’s corporate name in your marketing or otherwise without EPPlus Software’s prior written approval.

4 NON-PUBLICITY

EPPlus Software undertakes not to use your corporate name in marketing or otherwise without your prior written approval.

5 SUPPORT

EPPlus Software offers subscribers support through its online platform. You acknowledge and confirm that EPPlus Software’s ability to provide adequate support is dependent on development decisions made by the Microsoft Corporation, which are outside of EPPlus Software’s control. EPPlus Software’s support undertaking does not include other versions of the Software than the second most current minor version distributed in object code form by EPPlus Software through NuGet starting from version 5. EPPlus does not support any modified version of the Software. EPPlus Software will strive to provide an initial response regarding issues within 48 hours of submission. Before being entitled to receive any support, you must give EPPlus Software all necessary information that is requested in the support form and that may otherwise be reasonably required to resolve your issue. You are not eligible for support during such free trial period as may be granted from time to time.

6 PAYMENT TERMS

Payment of subscription fees shall be made or purchase order shall be accepted by EPPlus Software in advance of taking the Software into use. The current subscription fees are described in the price list (https://epplussoftware.com/LicenseOverview). EPPlus Software may change the subscription fees in accordance with the procedure set out in Section 10 (“Changes and Acceptance”). Any change in the subscription fees will take effect at the start of a new period.

7 PERSONAL DATA

EPPlus Software is the data controller for the processing of personal data necessary for administrating subscriptions or providing support. All processing of personal data is performed in accordance with applicable data protection or privacy laws, including the general data protection regulation (EU) 2016/679 and EPPlus Software’s privacy policy.

8 WARRANTY DISCLAIMER

THE SOFTWARE IS PROVIDED ON A “AS IS” BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE SOFTWARE IS FREE OF DEFECTS, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. EPPLUS SOFTWARE DOES NOT WARRANT TO RECTIFY THE SOFTWARE SHOULD IT PROVE DEFECTIVE IN ANY RESPECT, NOR WILL EPPLUS SOFTWARE INDEMNIFY THE COSTS OF ANY CORRECTION PERFORMED BY YOU OR BY A THIRD PARTY.

9 LIMITATION OF DAMAGES

THE AGGREGATE LIABILITY OF EACH PARTY WITH RESPECT TO THIS EULA (OTHER THAN WITH RESPECT TO YOUR OBLIGATION TO PAY FEES) SHALL BE LIMITED THE FEES PAID OR OWED BY YOU DURING THE PREVIOUS SIX (6) MONTHS,

OR, IN THE EVENT THAT YOUR SUBSCRIPTION PERIOD HAS NOT LASTED SIX (6) MONTHS, TO THE AMOUNT THAT WOULD HAVE BEEN PAID OR OWED FOR SUCH PERIOD GIVEN YOUR AVERAGE MONTLY SUBSCRIPTION FEE PAID OR OWED. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM EPPLUS SOFTWARE'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10 CHANGES AND ACCEPTANCE

EPPlus Software may make changes to this EULA and the price of future subscription periods. EPPlus Software will provide you with a notice on our website or by email in reasonable time before the changes enter into force. Your continued use of the Software after the changes have entered into force in the subsequent subscription period will constitute acceptance of the changes. If you do not wish to accept the changes, you may terminate your subscription using the subscription dashboard on our website, effective on the date the changes have been announced to enter into force.

11 TERM

11.1 Term

This EULA and the license key issued with the Software applies for the duration of your subscription period. You may cancel your subscription at any time effective at the end of your current subscription period. EPPlus Software may terminate this EULA immediately if you violate any of the conditions in Section 3 ("Conditions") or otherwise materially breach this EULA. Should EPPlus Software decide to cease operations, it may terminate this EULA. In such case, at least one month's notice will be given but you will not be entitled to a refund for any remaining subscription period.

11.2 Renewal of Subscriptions

Your subscription will be renewed automatically unless terminated before the expiration of your current subscription period. EPPlus Software may also offer subscriptions that require your explicit opt-in before renewal. If you increase the number of users covered by your subscription, you start a new subscription period. The subscription fees attributable to your remaining subscription period before the increase will be credited on the next withdrawal or invoice. If you decrease the number of users covered by your subscription, your change will take effect at the beginning of the next subscription period.

11.3 Survival

Terms that by their nature are intended to continue to apply shall survive termination.

12 INDEMNIFICATION

EPPlus Software will, within the limitation of liability set out in Section 9 above, indemnify and hold you harmless from any third-party claim brought against you that the Software infringes, or misappropriates any U.S. patent, copyright, trademark, trade secret, or other intellectual property rights of a third party, provided: (i) use of the Software by you is in conformity with this EULA; (ii) the infringement is not caused by modification or alteration of the Software; and/or (iii) the infringement was not caused by a combination or use of the Software with products not supplied by EPPlus Software. EPPlus Software's indemnification obligations are contingent upon you: (i) promptly notifying EPPlus Software in writing of the claim; (ii) granting EPPlus Software sole control of the selection of counsel, defence, and settlement of the claim; and (iii) providing EPPlus Software with reasonable assistance, information and authority required for the defence and settlement of the claim. This Section states EPPlus' entire liability with respect to indemnification to you and shall be your sole and exclusive remedy.

13 ENTIRE AGREEMENT

This EULA represents the complete agreement concerning your use of and subscription to the Software.

14 ASSIGNMENT

EPPlus Software may assign its rights and obligations under this EULA. You may assign your rights and obligations under this EULA only to a subsidiary or affiliate, or in connection with any sale or transfer of all or substantially all of your business or assets, and only provided that the assignee assumes all of your obligations.

15 GOVERNING LAW AND DISPUTE RESOLUTION

This EULA shall be governed by and construed in accordance with the laws of Sweden, excluding its conflicts of law rules. Any dispute between EPPlus Software and you shall exclusively be submitted to Stockholm District Court, Sweden.