SOFTWARE LICENSE – TERMS & CONDITIONS

Unless otherwise specifically agreed in writing, the following Terms and Conditions apply to any software (hereinafter the "Software") licensed by EIVA A/S, Niels Bohrs Vej 17, 8660 Skanderborg, Denmark (or its affiliates, hereinafter together referred to as "EIVA") to any customer (hereinafter referred to as the "Buyer").

These Terms and Conditions shall apply no matter by which means the Buyer has placed an order for the Software and shall supersede any conditions of purchase stipulated in the Buyer's order or otherwise, except if such conditions of purchase are specifically agreed in writing by EIVA. Any confirmed order, accepted offer or any other method of agreeing on the delivery of Software between EIVA and Buyer shall herein be referred to as the "Agreement".

No order shall be deemed accepted by EIVA until specifically stated in writing by EIVA or when the Software has been delivered by EIVA to the Buyer, whichever is earlier.

1. Extent of Agreement
1.1 The Agreement covers all parts of the order and supersedes any prior agreement between the parties.
1.2 If EIVA in addition contracts to carry out specific adaptations to or installation of the Software, as part of the supply of Software, this will be stated separately and such services will be subject to EIVA's "Consultant - Terms and Conditions".
1.3 Any information given by EIVA in commercials, on EIVA's homepage or in other promotional material, shall only be deemed indicative unless expressly stated in the Agreement.

2. Grant of License
2.1 The Software include any printed, on-line and/or electronic documentation and/or computer program(s) in any form supplied by EIVA to the Buyer, including any updates, upgrades, derivative works, modifications, enhancements, extensions etc. hereof that EIVA may install or otherwise make available to the Buyer during the term of this Agreement.
2.2 EIVA grants the Buyer a non-transferable and non-exclusive right to use the Software, to use one copy of the Software on a single computer and to make copies of the software programme in a machine-readable form solely for internal use, e.g. backup purposes and training, provided that the Buyer reproduces all proprietary notices.
2.3 The Buyer shall not be entitled to alter, modify, further develop, reverse engineer, decompile, disassemble, or otherwise decode or attempt to decode the Software, except and only to the extent that such activity is expressly permitted by mandatory law notwithstanding this limitation. The Buyer may not hack, alter or delete any security codes, security devices, references concerning rights, trademarks etc. or electronic rights-management information in the Software or on the media upon which the Software is supplied.
2.4 The Buyer shall not be entitled to use the Software for any illegal purposes or sell, assign, rent, lease, pledge, license, sublicense, transfer or otherwise distribute the Software or the license for the Software to any other person or entity.
2.5 The Buyer shall not be entitled to directly or indirectly export or transmit the Software or related documentation and technical data to any country to which such export or transmission is restricted by mandatory Danish legislation.
2.6 If the Software contains third party software then the Software shall be subject to the terms of the third party software in addition to the terms and conditions of the Agreement.

3. Delivery
3.1 If not otherwise agreed in writing, the delivery term shall be "Ex Works, Niels Bohrs Vej 17, 8660 Skanderborg, Denmark (Incoterms 2020)" and delivery of the Software shall take place in accordance with such delivery term regardless of any subsequent installation or other work related to the Software.
3.2 If EIVA arranges shipment on behalf of the Buyer, EIVA will arrange the shipment Incoterms 2020 CIP and will invoice the Buyer all shipment expenses at cost plus a surcharge of 15% to cover general and administrative costs.

4. Delay
4.1 Any time of delivery stated by EIVA shall be approximate estimates only and thus not be binding on EIVA, unless a fixed time of delivery has been expressly agreed in writing.
4.2. EIVA is not liable for any delays due to export/import control or required export licenses regardless of which countries the Software is shipped from or delivered to, including but not limited to USA, and any estimated or fixed delivery date shall be postponed by such delay.
4.3 An estimated or fixed delivery time shall be postponed by the number of days passing from the date of the Agreement until EIVA has received all technical specifications and other necessary information from the Buyer.
4.4 If delivery or installation cannot take place as stipulated in the Agreement, EIVA will inform the Buyer in writing without any undue delay. If a delay extends beyond 12 complete weeks, and the delay is not due to force majeure, import/export control or other reasons for which EIVA is not responsible, the Buyer will be entitled to cancel the Agreement and reclaim any prepayments made.
4.5 In the event the Software has been expressly agreed to be delivered at a fixed time, the price of the Software shall be reduced by 0.5% per any full calendar week of delay for which EIVA is responsible, however for a maximum of 12 weeks.
4.6 The right to cancellation in accordance with section 4.4 above or reduction of price in accordance with section 4.5 above are Buyer's sole and exclusive remedies for delay.

5. Force Majeure
If any of EIVA's duties in the Agreement is prevented by reason of any occurrence or contingency beyond EIVA's reasonable control, including, but not limited to war, riot, strikes, lock-outs or other serious labour disputes, public confiscation, currency restrictions, Government measures such as import or export prohibition, Act of God, failing energy supply, fire, flood, explosion or failure of suppliers due to their force majeure, EIVA is entitled to either cancel the Agreement in whole or in part or to postpone delivery time. EIVA shall have no liability in the event of such cancellation or postponement.

6. Defects Warranty
6.1 The Software is provided "as is" and is a standard product with the functions that appears from the documentation. EIVA has properly tested the Software before delivery but EIVA does not guarantee that the Software - as other software based products - is complete and without defaults. Such defaults shall not constitute a material breach, unless the defaults permanently and irreparable reduces the quality and material functionality of the Software, and it does not entitle the Buyer to any remedies. EIVA seeks to remedy all defaults in the following versions of the Product.
6.2 EIVA warrants that the Software shall be free from original and material defects in material and workmanship at the date of delivery. Unless specifically stated in writing by EIVA, EIVA does not warrant that the Software is fit for certain purposes, and it is entirely Buyer's obligation to evaluate whether the Software fulfils the Buyer's needs and ability to operate in connection with Buyer's other equipment and operational environment.
6.3 In order to exercise this warranty, the Buyer must provide a written warranty claim immediately after a defect has been established, specifying the details of the defect. Failure to do so will result in a repair charge being levied based on cost and time to repair the defective Software.
6.4 The warranty does not cover accidental damage and will be classified null and void if unauthorized repairs or modifications to the Software are carried out.
6.5 EIVA is not responsible for defects, which were not inherent in the Software at the time of delivery.
6.6 EIVA is not liable for defects which arise from incorrect installation by the Buyer or modifications or repairs conducted by the Buyer without EIVA's written consent.
6.7 In the event of defects for which EIVA is liable under this clause 6, EIVA shall within reasonable time initiate efforts to rectify the defects or errors in question. If requested by EIVA, the Buyer shall give EIVA online access to the Software in order for EIVA to repair or replace the Software in order to rectify any defects or errors. EIVA may decide to postpone the rectification until the release of the next upgrade to the Software.

6.8 EIVA's obligations as described herein are Buyer's sole remedy in the event of defects or errors in the Software.

7. Limitation of Liability

7.1 EIVA disclaims product liability to the widest extent possible under the applicable jurisdiction. The Buyer shall indemnify and hold EIVA harmless from any claims asserted against EIVA by any third party if the basis of such claim is the use and operation of the Software.

7.2 EIVA shall not have any liability for delays, missing deliveries or defects except as set out in clause 4 and 6 above.

7.3 EIVA shall in no event be liable for loss of profit, loss of earnings, loss of savings, loss or corruption of data or other indirect or consequential losses (including environmental damage) due to delayed delivery or defective or malfunctioning Software, notwithstanding whether or not EIVA has been informed of such potential losses.

7.4 EIVA's liability for any loss or damage attributable to Software delivered by EIVA - including EIVA's cost of repair and/or replacement - shall in any case be limited to the lower of 200% of the purchase price for the Software in question and DKK 1.0 million.

8. Price and Payment

8.1 The price as stated in the Agreement is a fixed price except for applicable VAT and other taxes and duties.

8.2 Payment is to be made by bank transfer according to the invoice forwarded by EIVA in connection with the Software.

8.3 All payments shall be received by EIVA within 30 days after the date of invoice. All cost of payment is for the Buyer's account. Late payments will be subject to interest in accordance with section 5 of the Danish Interest Act (renteloven).

8.4 If specifically requested by EIVA, the Buyer must before delivery of the Software is initiated supply EIVA with a bank guarantee or "Confirmed Letter of Credit" against a first class bank reasonably acceptable to EIVA for the full purchase price.

8.5 If the Buyer fails to fulfil the terms of payment, EIVA is entitled to cancel the Agreement immediately, and to claim damages against the Buyer for both the losses incurred including lost profits and any legal expenses required.

8.6 The Buyer shall not be entitled to retain any payment or set off any payment against any alleged outstanding claim against EIVA unless such claim has been approved by EIVA or confirmed by the applicable courts, see clause 14.

9. Buyer's Default

9.1 If delivery of the Software is prevented or delayed for reasons attributable to the Buyer, payment will fall due no later than 30 days from the original date of delivery according to the Agreement.

9.2 EIVA reserves the right to claim damages for any loss including lost profits incurred by the Buyer's inability to take delivery of the Software.

10. Intellectual property rights

10.1 No intellectual property rights, including but not limited to any images, "applets", animations, video, audio, music and text, are transferred from EIVA to the Buyer under this Agreement. All rights not expressly granted are reserved by EIVA.

10.2 Developed items shall be the property of EIVA and any intellectual property right including without limitation each invention, discovery or improvement which includes ideas, concepts, know-how or techniques developed or created during the carrying out of the Services shall belong to and vest in EIVA and the Buyer shall take all steps reasonably necessary to give effect to this.

10.3 Any third party claims contending that EIVA's Software on a stand-alone basis infringe third parties' intellectual property rights, will be settled or defended by EIVA, and EIVA will pay defence costs, settlement amounts and court-awarded damages, on the condition that Buyer i) promptly provides written notice to EIVA, ii) cooperates with EIVA and follows the instructions given by EIVA in the defence or settlement of the claim, and iii) grants EIVA total and sole control of the defence and potential settlement of the claim.

10.4 Should a third party claim be raised or in case that EIVA finds such a claim likely to be raised, EIVA is entitled to at its own choice i) modify the EIVA branded Software, ii) replace the Software with an equivalent Software of a similar kind or iii) recall

the Software. If EIVA decides to recall Software, EIVA shall, if the Software were delivered to the Buyer within the immediately preceding three-year period, refund the purchase price of the Software to the Buyer with reasonable deductions for the Buyers use of the Software. If the Software were delivered to the Buyer before the immediately preceding three-year period, EIVA shall not be obligated to make any refund. Buyer cannot bring any further claims against EIVA.

10.5 EIVA will not be liable in any way for claim of infringement arising from i) modifications not made by EIVA, ii) compliance of EIVA Software with third party or Buyer designs, instructions, specifications, or technical information, iii) Buyer's use of the Software with software that are not delivered by EIVA, or iv) Buyer's non-conformities in any way in regards to specifications provided by EIVA.

10.6 EIVA shall not have any further liability in the event of an (alleged) infringement of third party rights than as described in this clause 10.

11. Software Maintenance and Support

11.1 If specifically mentioned in the Agreement, EIVA offers the Buyer a software maintenance and support ("SMS") arrangement on its Software against payment of an annual fee paid in advance in accordance with clause 8.

11.2 The SMS arrangement provides the Buyer access to maintenance in terms of updates to the Software and its related documentation and entitles the Buyer to receive hotline support on EIVA Software as further described in the Agreement. The SMS arrangement thus provides the Buyer (for the duration of the SMS arrangement) access to:
• Updates of EIVA Software and documentation
• Technical support via telephone and/or email as further described in the Agreement
• Access to EIVA knowledgebase
• Access to EIVA download site and FTP site

11.3 The SMS arrangement does not mean that EIVA guarantees certain functional operations of the Software or to develop functions and features which are not already available in the Software at the time of purchase.

11.4 The SMS arrangement does not cover training and general instructions in operation of the Software nor does it cover hardware support. Such services will be invoiced separately by EIVA based on time spent.

11.5 If not otherwise specifically agreed in writing, an agreement for supply of the SMS arrangement is irrevocable and follows the calendar year. The SMS arrangement will automatically terminate by the end of a calendar year, and the Buyer will receive an offer for renewal of the SMS arrangement for the next calendar year.

12. Severability

If any provision(s) of these conditions is/are finally determined to be invalid or unenforceable, the balance of these conditions shall remain in effect. In this case the provision(s) must be replaced by such valid and enforceable provision(s) as will come as close to the purpose and legal position of the invalid or unenforceable provision(s) as possible.

13. Assignment

EIVA shall be permitted to assign all of its rights and obligations under the Agreement to any third party provided that the existing obligations are being carried out as agreed with the Buyer.

14. Disagreements

14.1 Any dispute or claim arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of Denmark except for Danish choice of law rules.

14.2 Any dispute arising out of or in connection with this Agreement shall be settled by the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten) as the court of first instance. However, if the Buyer is a company registered in Denmark - or if the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten) cannot be chosen as venue - any dispute arising out of or in connection with this Agreement shall be settled by the District Court in Aarhus, Denmark, as the court of first instance.