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### **Definitions**

The *"Agreement"* is the licence terms and conditions.

The *"Documentation"* is the written and electronic material that is developed in relation to the Software and delivered to the Licensee in connection with the Agreement.

The *"Licensor"* is Epoke A/S, Central Business Register (CVR) no. 14125345, Vejervej 50, Askov, 6600 Vejen, Denmark.

The *"Licensee"* is anyone who has acquired the right to use the Software in accordance with an explicit Agreement with the Licensor.

A *"Party"* is either the Licensor or the Licensee.

The *"Parties"* is a collective term for the Licensor and Licensee.

*"Software"* is Epoke A/S software and all previous and future versions of this and all associated Documentation and third-party software, which has been integrated with Epoke A/S, and therefore constitutes a part of the Software.

### **The Agreement's contents**

With this Agreement, the Licensor gives the Licensee the right to use the Software in the Licensee's own company in accordance with the provisions in the Agreement. Any other use is explicitly prohibited. The Licensee cannot support rights to other material or other communication other than what is explicitly stated in this Agreement.

### **Extent of the licence**

The Licensee acquires a time limited, non-exclusive and non-transferable right to use the Software. The licence solely covers the Licensee's internal use for the Licensee's internal purpose, and the Software may only be used by the Licensee for processing data that concerns the Licensee's own activities.

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The Licensee is solely entitled to copy the Software for the purpose of making a back-up copy of the Software and solely for the purpose of the support of the permitted use.

The Licensor retains the ownership and copyright of the Software, and all intellectual property rights of the Software and associated Documentation. No intellectual property rights or other rights are transferred by virtue of the Agreement, other than the limited rights of use, which explicitly follows from this Agreement.

The Licensee may not change, move or delete any declaration of intellectual property rights contained in the Software or copies thereof.

### **Licensor's warranty for the Software**

The Licensor guarantees that the Software functions substantially in accordance with the Documentation.

Claims made against the Licensor with regard to defects must

be submitted in writing to the Licensor, within five days at the latest after the Software has been delivered. If not, the Licensor's liability for defects shall be void, but the Licensor will if possible include the correction of the complained of error in a subsequent update of the Software. If the Licensor receives a legitimate and prompt complaint of a defect, the Licensor (in accordance with the Licensor's own free choice) will:

- (1) Remedy the defect with an update of the Software, or
- (2) Provide the Licensee with a fair discount in the paid payments, or
- (3) Annul the Agreement as regards the Software (or if required, in accordance with the Licensor's own choice – or the defective parts thereof) and let each Party return respectively the Software in question and paid amount with a fair discount for the utilisation value that the Licensee has achieved during the period up until the annulment.

The options stated above, state exhaustively the Licensee's remedies, and the Licensor's obligations in relation to defective services, since the Licensee is explicitly precluded from advancing other claims, e.g. compensation for losses of any kind, further discounts or other compensation claims regardless of the basis thereof.

### **Third-party rights**

The Licensor guarantees that the Software, to the best of the Licensor's knowledge, does not infringe third-party rights.

If a third party raises a case against the Licensee with the claim that the Software infringes third-party rights, the Licensee must immediately notify the Licensor in writing about this. If the claimed infringement is covered by the Licensee's warranty, cf. above, or if the Licensor deems it appropriate that it defends itself, the Licensor on behalf of the Licensee, accepts responsibility for the costs that are associated with the case and furthermore, must have full command with regard to the case. The Licensor is therein entitled to carry out all decisions associated with the court case, e.g. to consider any reconciliation offer or to present a reconciliation offer to the third party, without having to obtain the Licensee's prior comments or approval.

The Licensee is obligated to assist the Licensor during the case to a reasonable extent. If a judgement is given for the plaintiff's claim, the Licensor is obligated and entitled to at own expense and in accordance with the Licensor's choice:

- (1) Acquire for the Licensee the right to continue to utilise the Software, or
- (2) Bring the violation to an end by changing or replacing the Software or parts thereof, or
- (3) Annul the Agreement as regards the Software (or if required, in accordance with the Licensor's own choice – only the offending parts thereof) and let each Party return respectively the Software in question and paid amount with a fair discount for the utilisation value that the Licensee has achieved during the period and up until the annulment.

The options stated above, state exhaustively the Licensee's remedies, and the Licensor's obligations in relation to the described services, since the Licensee is explicitly precluded from advancing other claims, e.g. compensation for losses of any kind, further discounts or other compensation claims regardless of the basis thereof.

#### **Exemption from liability**

The Licensor's liability in all respects is explicitly disclaimed in the case of:

- The Licensee's violation
- The Licensee's indefensible conduct or use of the Software for purposes other than those explicitly approved by the Licensor or in violation of the Documentation or the Licensor's other instructions
- Conditions that can be ascribed to the Licensee's other partners
- Conditions that can be ascribed to a third party, including data communication lines, hosting or web providers
- Faults and irregularities that can be ascribed to the Licensee's own equipment, including hardware and software or services supplied by a third party
- Accidental events for which the Licensee bears the risk, or
- Changes made to the Software by the Licensee or via others. If the Licensee demonstrates that the change in question has no influence on the Software or the Licensee recreates the original situation, this does not exempt the Licensor. In such a case, the Licensor is entitled to check that the change in question has no influence on the Software or that the original situation is recreated and to require reasonable payment for this in accordance with the time spent, at all times in accordance with the Licensor's current applicable prices.

Apart from cases of deliberate harmful conduct, under no circumstances is the Licensor liable for any form of direct or indirect financial or non-financial damage, which is caused by the Software or its use, including but not limited to, loss as a consequence of disruption, computer failure or computer failure, loss of data and other commercial losses, and not even if the Licensor has been made aware of the possibility of such damages. However, the Licensor is liable in accordance with legislation on product liability to the extent that it applies in the concrete situation.

#### **Confidentiality**

The Parties can during the Agreement's existence gain access to confidential information and data, which belongs to the other Party (for example, technology, know-how, computer programs and software-related documentation, products, marketing, financial data and other business data), hereinafter referred to as "confidential information".

Both Parties are obligated to keep secret confidential information, and may not provide such information to any other person, business or company, and must limit access to the information and data within their respective company, except to the extent that is necessary to fulfil the purpose with this Agreement or explicitly expressed in this Agreement.

Both Parties must take the necessary precautions to ensure that no unauthorised persons gain access to the confidential information, and that all authorised persons who have access do not pass on the information.

Confidential information may not be used for any other purpose that which is necessary to fulfil the Party's obligations under this Agreement or which is permitted in this Agreement.

Confidentiality applies without any time limit, but does not apply to:

- Information that is or will be generally known and available to the public, on the condition that this has not occurred through the forwarding or use of the information in violation of the Agreement.
- Information which is known or becomes known to the Party through a source that is not subject to the obligation of secrecy relating to the information in question.
- Information that is required to be submitted in accordance with the law, a court order or order from the public authorities.
- Information that prior to its receipt, was already in the possession of the Party without an obligation of confidentiality.

#### **Collected data**

Regardless of the above, the Licensee explicitly accepts that the Licensor uses collected data or accumulated in or with help from the Software for improving future versions of the Software, improved user experience and general improvements of, e.g. quality and other commercial and non-commercial purposes. The Licensor is explicitly entitled to utilise collected data via the Software in any (commercial and non-commercial) way which the Licensor regards as reasonable, including through any collaboration with and/or forwarding of data to a third party. In the case of information that is forwarded to a third party, the Licensor will take all of the necessary steps for the purpose of ensuring anonymity for the individual Licensee. To the extent that the collected data contains data that is covered by the applicable personal data legislation, such data will be processed in accordance with the applicable regulations for the processing of personal data.

#### **Venue and resolving disputes**

The Agreement and all supplements are subject to Danish law. Any dispute that may arise in connection with the Agreement, including disputes relating to the Agreement's existence or validity, must be sought accompanied by mediation at the Danish Institute of Arbitration in accordance with the Danish Institute of Arbitration's recognised rules about this, which apply when the request for mediation is made.

Mediation does not prevent a Party from bringing an arbitration case in accordance with the text stated below, or from initiating other legal steps with regard to the arisen dispute.

If mediation is ended without the dispute being resolved, the dispute must be settled at the Danish Institute of Arbitration in accordance with the Danish Institute of Arbitration's recognised rules about this, which apply at the introduction of the arbitration case. Unless the Parties can reach Agreement that the arbitration tribunal shall only consist of a single arbitrator, each of the Parties appoints an arbitration person, and the arbitration tribunal's chairperson will be appointed by the Danish Institute of Arbitration.

#### **Changes**

These terms and conditions may change in connection with future updates of the Software. When new versions are taken into use, the updated terms and conditions are accepted.