

License Terms

1. AGREEMENT

- 1.1. The Parties have entered into an agreement (hereinafter referred to as the “Agreement”) by virtue of a separate document that states (i) the identity of the Licensee, (ii) the specific product that falls within the scope of these License Terms, (iii) the specific modules/apps the Licensee gets license to, and (iv) the Licensee's fees.
- 1.2. The acquired license may be terminated or cancelled only on the terms and conditions that follow from these License Terms. Cancellation of these License Terms shall not apply to licenses for other products that have been bought separately, e.g. a license to Microsoft's products.

2. LICENSE

- 2.1. Abakion A/S grants the Licensee a non-transferable and non-exclusive right of use of (license to) the product specified in the Agreement (the specific modules/app the Licensee may be granted license to at any time, hereinafter referred to as the “Product”).
- 2.2. The use of the Product by the Licensee presupposes that the Licensee accepts these License Terms. Where the Licensee installs the Product or otherwise starts using the Product, this shall be considered to signify full acceptance hereof.
- 2.3. The ongoing license includes (i) the latest version of the Product at the time of conclusion of the Agreement (ii) giving the Licensee access to and right of use of new versions of the Product in return for ongoing payment.
- 2.4. The right of use concerns only the Product itself and therefore does not apply to the requisite Microsoft licenses. The Licensee is free to acquire licenses for Microsoft products from third parties or by virtue of a separate agreement with Abakion A/S.

3. SCOPE OF THE RIGHT OF USE

- 3.1. The Licensee is granted the right to use the Product on these License Terms for the following users:
 - A. Internal use by persons employed by the Licensee as part of the Licensee's work.
 - B. External users, including consultants to the Licensee; however, only as part of work done with the Licensee's data and on behalf of the Licensee.
- 3.2. The Licensee shall be liable for all external persons who may get access to the Product pursuant to item 3.1 B of these License Terms.
- 3.3. By installing, having installed, or subscribing to or using the Product, the Licensee accepts these Terms (including any amendments thereto made at any time). Where the Licensee does not accept the terms, the Licensee may not install, subscribe to, or use the Product.



- 3.4. License Model. The Product is licensed based on the following model:
- 3.4.1. Subscription license model. With this model, you license the Product on a user basis for a limited period that is additionally described in your agreement with your partner.
 - 3.4.1.1. If your license expires or is terminated, your right to use the Product shall expire instantly. If you continue to use the Product afterwards, you may be held liable for breaches of intellectual property rights, which may result in substantial claims for damages or lawsuits.

4. STANDARD PRODUCT AND MODIFICATIONS

- 4.1. The Product is a standard product. It is the Licensee's responsibility to ensure that the Product meets the Licensee's specific needs and requirements. Abakion A/S shall maintain a log that unambiguously defines the most recently delivered and approved version of the Product.
- 4.2. The obligations of Abakion A/S pursuant to these License Terms presuppose that the Licensee makes sure that new releases and versions are always installed.
- 4.3. The Product is a standard product for Microsoft online solution Dynamics 365 Business Central. If the Product is used as an OnPrem solution, Abakion A/S is not obliged to maintain the Product on an ongoing basis.
- 4.4. Modifications to the most recently delivered and approved version of the Product may be made at the Licensee's own risk. Analyses, modifications or other consulting assistance, if any, that may be necessary as a result of amendments to (i) the Licensee's own IT environment, (ii) modifications to Microsoft products, (iii) changes to the Licensee's use or (iv) installation of new Product releases and versions shall therefore be done by Abakion for the Licensee in exchange for remuneration based on time spent. Separate consideration shall be calculated for assistance for migration of modifications and customizations in the Licensee's own IT environment to new versions to Microsoft products or the Product regardless if such modifications have previously been made by Abakion A/S, third parties, or the Licensee.
- 4.5. The obligations of Abakion A/S pursuant to these License Terms presuppose that the Licensee makes sure that new releases and versions are always installed at such a rate that the Product version installed at the Licensee is (i) not more than two versions behind the Product version that has been released most recently by Abakion A/S and that it has been (ii) installed not later than 6 months after the release of the respective version by Abakion A/S.

5. STANDARD PRODUCT SUBSCRIPTION

- 5.1. Maintaining the license is conditional upon maintaining a product subscription. An extension to the scope of the License Terms shall lead to a corresponding extension to the product subscription. The price of the product subscription is stated in the Agreement and

is subject to annual adjustment. Where the Licensee defaults on his payments or cancels the subscription, the license shall be discontinued.

- 5.2. A product subscription entitles to receive and install Product updates. Such updates may comprise corrections of errors, new/improved features, adaptations to the applicable legislation and accounting policies, etc. The Licensee is entitled to use the updates as they are released. A product subscription entitles to use the updates on these License Terms.
- 5.3. It is the Licensee's responsibility to install and implement the updates. Abakion shall assist the Licensee in exchange for remuneration based on time spent.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Abakion A/S holds the copyrights and other intellectual property rights to the Product. The Product falls within the scope of the copyright legislation and the international conventions on intellectual property rights.
- 6.2. Because of the intellectual property rights held by Abakion A/S, the Licensee may only use the Product on the terms and conditions described herein. The Licensee may not donate, lend, loan, lease, sell, pawn, or otherwise assign the Product or the rights to it. The Licensee may not allow third parties to use or dispose of the Product unless this is in full compliance with Section 3.1, letter B.
- 6.3. The Licensee may not remove any form of brands, company names, copyright notices, or other indications of the Product or the Product's creators.
- 6.4. Any disregard for Abakion A/S's intellectual property rights, including reckless handling of the software by the Licensee that enables violations of Abakion A/S's intellectual property rights by third parties, shall be considered to be a material breach of these License Terms, which shall entitle Abakion A/S to terminate the effect of the license with immediate effect, cf. Section 11.1 of the License Terms.

7. REVERSE ENGINEERING

- 7.1. The Licensee may not reverse engineer (convert the Product from object to source code), disassemble, or decompile the program unless – and in this case only to the extent – the Licensee's right to such actions follows from the essential provisions of the law and after informing Abakion A/S.

8. LIMITED WARRANTY FOR 6 MONTHS

- 8.1. Abakion A/S's liability for defects, including any obligation for repairs, shall lapse if the respective defect has not been claimed within 6 months after delivery.
- 8.2. Where the Licensee proves within 6 months of Product receipt that the Product does not work in accordance with the user documentation and that the deviation is an important defect of the Product (i.e. that one or more of the Licensee's key business functions cannot



be performed because the respective defect makes Product operation impossible), Abakion A/S may, of its own choice:

- A. provide a new version of the Product free of charge,
- B. fix the defect in the Product free of charge,
- C. repay the license fee the Licensee has actually paid for the affected part of the Product – however, in such a way as to ensure the deduction of the value of the benefit the Licensee has had from the Product during the same period, or
- D. repay the whole license fee for the respective period and revoke the License Terms completely.

8.3. Abakion A/S's performance of Section 8.1 shall represent Abakion A/S's full range of obligations to the Licensee in the event of Product defects. The Licensee may therefore not place any other requirements on Abakion A/S in connection with defects.

9. DISCLAIMER AND LIMITATION TO LIABILITY

9.1. In no case shall Abakion A/S be liable for indirect losses and consequential damages regardless of the circumstances.

9.2. Abakion A/S disclaims any liability for loss of expected profit, loss of data, damage to registrations or data, or any other form of indirect specific documented accidental losses or consequential losses that arise on account of or in connection with the use of the Product by the Licensee. Abakion A/S's product liability is limited to the essential provisions of the law applicable at any time.

9.3. Abakion A/S's overall liability for loss or damage on account of or in connection with these License Terms or the use of the Product shall, under all circumstances, be limited to the license fee the Licensee has actually paid for the Product in the last 6 months prior to the submission of a justified complaint.

10. EXEMPTION FROM LIABILITY IN CONNECTION WITH FORCE MAJEURE, ETC.

10.1. Abakion A/S may not be liable to the Licensee for any circumstances that lie beyond Abakion A/S's control and that Abakion A/S should not have taken into consideration, avoided or overcome at the time when the Agreement was signed.

10.2. Unpredictable breakdowns, delayed or missing deliveries, strikes, lockout, lack of transportation, restrictions of public authorities, and similar circumstances release Abakion A/S from liability.

11. BREACH

11.1. Abakion A/S is entitled to terminate these License Terms, including the product subscription, with immediate effect if the Licensee commits a material breach hereof.

- 11.2. The Licensee is entitled to immediately terminate these License Terms if Abakion A/S commits a material breach of its obligations in accordance with these License Terms.
- 11.3. The termination shall have effect for the future. Payments that have already been made shall not be returned to the Licensee in connection with termination.

12. PERIOD AND TERMINATION

- 12.1. The license and the product subscription shall apply for a period of one (1) or twelve (12) months and shall be invoiced in advance. The period shall automatically be extended by a new period of one (1) or twelve (12) months.
- 12.2. The Licensee may cancel the product subscription at one (1) month's prior written notice at the expiry of a period or no later than the 10th of the month, and the subscription will expire at the end of the relevant period.
- 12.3. Abakion A/S may always terminate the License Terms with two (2) months' notice.
- 12.4. However, regardless of the provisions of Section 12.3, Abakion A/S is entitled to terminate the product subscription with 6 months' notice if Abakion A/S stops developing and offering updates.

13. LICENSE AGREEMENT EXPIRATION

- 13.1. When the License Agreement expires regardless of the reason for that, the Licensee shall immediately and without compensation uninstall the Product and destroy all copies thereof.

14. PAYMENT

- 14.1. At the time of conclusion of the License Agreement, the product subscription is to be paid to Abakion A/S for one (1) or twelve (12) months in advance. Should the license remain uncanceled (see clause 12 of the License Terms), the Licensee will be invoiced approximately 14 days before the end of term for the coming period.

15. LICENSE VALIDATION AND PRIVACY NOTICES

- 15.1. Servers on which the Product is installed may provide information at regular intervals to verify that the Product is correctly licensed and that the period has not expired. This information includes the Customer ID, product name, license serial number, product version number, and usage data. Aggregated data may be used to evaluate the effectiveness of Abakion A/S's validation routines and to improve the Product and the service provided by Abakion A/S to customers. By using the Product, the Licensee consents to the transfer of the information described in this paragraph. Upon expiry of the License Terms, this customer data will be deleted.

16. GOVERNING LAW AND VENUE



- 16.1. All disputes originating out of this license relationship shall be governed by Danish law which has jurisdiction in the first instance. Unless otherwise agreed by the parties, disputes shall be settled by the Copenhagen City Court.
- 16.2. Section 15.1 shall not prevent Abakion A/S from seeking or getting an injunction or another extraordinary legal remedy from the courts competent for this.

Date: _____

Customer Name: _____

Signature: _____

Date: _____

Abakion A/S: _____

Signature: _____

Abakion License Terms version 20_2.

Abakion A/S, November 15. 2022