

End User License Agreement (EULA)
for the ARTEMIS Software
May 2023

The ARTEMIS software package, in the following referred as the 'Software' is produced owned and maintained by:

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in the following referred to as 'SVS':

DEFINITIONS

Except to the extent expressly provided otherwise in this Agreement:

"Agreement" means these terms including any schedules, orders of license, signed quotation and any amendments to this Agreement from time to time;

"Confidential Information" means:

(a) any information disclosed by or on behalf of a party to the other party (whether disclosed in writing, orally or otherwise) which at the time of disclosure:

(i) was marked as "confidential"; or

(ii) should have been reasonably understood by the other Party to be confidential;

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(c) the Software code (including but not limited to object code, intermediate code, source code and Documentation).

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"Order" means the purchase of licenses listed in an order, signed quotation or order confirmation;

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If the license is a subscription-based license, SVS will install the Software on a server at a place of the Licensee's choosing, hosted by the Licensee. The License cannot be installed or used on a server hosted by a company or placed in a country to which an export permit cannot be obtained.

The Licensee is responsible for ensuring that SVS always have access to

the destination of installment, and after the installment, access to the Software.

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ACKNOWLEDGEMENTS

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If the license is a subscription-based license, SVS is responsible for the installation of the Software given that the Licensee has assured access to the destination of installment as agreed.

The Software shall not be relied on as the basis for solving a problem whose incorrect solution could result in injury to person or damage to property. If the Software is employed in such a manner, it is at the Licensee's own risk and SVS explicitly disclaims all liability for such misuse to the extent allowed by law.

MAINTENANCE AND SUPPORT

The Licensee is offered maintenance and support by SVS subject to the following terms:

- For a permanent license maintenance and support will be included for 12 months starting from the delivery date of the license and be mandatory and subject to the terms of payment as included in the Order by SVS No later than one (1) month before the Maintenance Period expires, SVS will contact the Licensee with an offer to renew the maintenance and support for a new period of 12 months (Renewed Maintenance Period) on the expiry of a previous Maintenance Period.

The Licensee shall pay a maintenance and support fee for every Renewed Maintenance Period with reference to SVS' price-list valid at any time and in advance for the total of 12 months with reference to SVS' terms of payment valid at any time.

- For a fixed-term license, maintenance and support will be included for the duration of the fixed-term license period.
- For a subscription-based license, the Maintenance Agreement is included in the yearly subscription price and for the duration of the subscription period.

The Maintenance Agreement includes:

- A major software Update at least once a year, covering new features and updates in reference to current operating systems.
- Regular software maintenance.
- Technical support either by email, Teams, WebEx or telephone on work-days between 8:00 am and 4:00 pm European standard time by using the following contact information: support@svibs.com; Tel.: +45 9635 4422.

Correction of defects outside the software warranty otherwise described in this Agreement.

All inquiries regarding technical support and correction of defects will be attended to as soon as possible and with due regard to SVS' working procedures.

Technical support will only be provided for the most recent version of the Software.

The Licensee shall itself install all Updates for the Software unless the license is a subscription-based license.

TERMINATION

SVS may terminate this Agreement with immediate effect and by written notice to the Licensee, if the Licensee is in breach of any material terms of this Agreement, and the Licensee has not remedied such breach within fourteen (14) days of written notification. The Licensee may terminate this Agreement at any time, for any reason.

Among other terms, the Licensee's obligations under "Assignment" are considered a material term by SVS.

The Licensee is not entitled to any refund if this Agreement is terminated even if the Agreement is terminated before the end of a fixed-term or a subscription period. Furthermore, for a subscription-based License the Licensee has to pay up for the full subscription period agreed upon in the Order. SVS is not liable to the Licensee, financially or non-financially, for any effects of termination of this Agreement, howsoever caused.

Upon termination, the Licensee shall promptly cease any use of the Software and delete the Software and license file. If the license is a subscription-based license, the Licensee is obligated to ensure that SVS has access to the Software to delete the Software. Documentation that the Licensee has complied with these conditions, must promptly be provided by the Licensee to SVS at the Licensee's own cost, should SVS request such documentation from the Licensee.

USE OF NAME AND TRADEMARKS

The Licensee must not use the name, trade names or trademarks of SVS in any advertising, promotional literature or any other material, whether in written, electronic, or other form, distributed to any third party, except in the form provided by SVS, and then solely for purposes of identifying the Software.

ASSIGNMENT

This Agreement is non-assignable to any third Party without SVS' consent, which may not be unreasonably withheld. This Agreement may be assigned to an affiliate provided that SVS is notified in writing of the assignment and the affiliate accepts the same terms and conditions subject to the approval of SVS.

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SVS declares that it has no knowledge of any valid rights belonging to third parties conflicting with the Software in this Agreement but cannot warrant that such rights might not prove to exist.

If any use of the Software by the Licensee results in any claim against the Licensee, the costs and any damages awarded against the Licensee shall be borne by the Licensee.

The costs and expenses of any counterclaim or of settling a claim shall be borne by the Licensee. The Licensee shall inform SVS of any claims made against the Licensee for fraudulent imitation and shall enable SVS to join in any legal proceedings.

TECHNICAL REALIZATION

Subject to having furnished all the documents and assistance provided for in this Agreement, SVS undertakes no responsibility for the risk of technical realization, which is assumed solely by the Licensee.

The Licensee shall be deemed to have understood the subject-matter of the License and shall undertake its technical realization.

LIMITED WARRANTY/LIMITATION OF REMEDIES

SVS warrants, for a period of 12 months from delivery, that the Software will conform in all material respects to the description given in the Documentation. In the event that the Software does not operate as warranted, the Licensee's exclusive remedy and SVS' sole liability under this warranty shall be:

- (a) the correction or workaround by SVS of major defects within a reasonable time, or
- (b) should such correction or workaround prove neither satisfactory nor practical, termination of the relevant license and refund of the license fee paid to SVS for the Software. All requests for warranty assistance should be directed to SVS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SVS SHALL IN NO EVENT WHATSOEVER BE LIABLE IN CONTRACT OR IN TORT FOR LOSS OF PRODUCTION, LOSS OF PROFIT OR ANY CONSEQUENTIAL PUNITIVE OR INDIRECT LOSS SUFFERED BY THE LICENSEE OR ANY THIRD PARTY, AND EVEN IF SUCH CLAIM OR LIABILITY WERE TO BE BASED UPON ANY BREACH BY SVS OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR ANY NEGLIGENT ACT, FAULT OR OMISSION BY SVS.

MOREOVER, SVS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT CANNOT EXCEED THE TOTAL PAYMENT FOR THE LICENSE DELIVERED TO THE LICENSEE DURING THE LAST 12 MONTHS PRIOR TO THE INCIDENT GIVING RISE TO SVS' LIABILITY.

THIS PROVISION SHALL SURVIVE THE EXPIRY OR OTHER TERMINATION OF THIS AGREEMENT.

PRODUCT LIABILITY

The Licensee shall bear the sole liability to any third party, including any damage to any property of a third party.

If a third party advances any claim against SVS, the Licensee shall in every respect indemnify SVS for any damages irrespective of the extent of such damages.

If SVS is met with any product liability claims, the Licensee shall intervene in such proceedings, at the Licensee's own cost, in order to support SVS and shall further indemnify SVS from any costs caused by such proceedings.

CONFIDENTIALITY

The Parties must:

- (a) keep Confidential Information of the other party strictly confidential.
- (b) not disclose the Confidential Information to any person without the other party's prior written consent, and then only under conditions of confidentiality approved in writing by the other party.
- (c) use the same degree of care to protect the confidentiality of the other party's Confidential Information as used to protect own confidential information of a similar nature, being at least a reasonable degree of care.
- (d) act in good faith at all times in relation to the other party's Confidential Information; and
- (e) not use any of the other party's Confidential Information for any purpose other than the permitted purpose.

Notwithstanding this clause, the parties may disclose Confidential Information to the party's own officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information for the performance of their work with respect to the permitted purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information.

This clause imposes no obligations upon the Parties with respect to Confidential Information which:

- (a) is known to the parties before disclosure under this Agreement and is not subject to any other obligation of confidentiality
- (b) is or becomes publicly known through no act or default of the parties; or
- (c) is obtained by the parties from a third party in circumstances where the parties have no reason to believe that there has been a breach of an obligation of confidentiality.

The restrictions in this clause do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request.

The provisions of this clause shall continue in force for a period of 2 years following the termination of this Agreement, at the end of which period they will cease to have effect.

FORCE MAJEURE

SVS is not liable for any non-performance of its contractual obligations described in this Agreement including the Maintenance and support, provided SVS can substantiate that such non-performance is due to circumstances beyond SVS' reasonable control, such as, but not limited to, situations of war, war-like events, fire, strikes, lockouts, bans on export or import, embargoes, delayed or defective deliveries of materials for sub-suppliers, production standstills, shortages of energy or transport facilities and pandemic reasons.

In that case, SVS is entitled to extend the time of delivery correspondingly or to terminate this Agreement including the Maintenance and support. As soon as any such hindrances have been removed, either Party is bound by this Agreement, unless previously terminated by SVS, either party is entitled to terminate this Agreement in case of a hindrance lasting more than 3 months.

PROCESSING OF PERSONAL DATA

SVS is the data controller of the personal data processed in connection with the execution and administration of this agreement.

The purpose of the processing is to administer this Agreement. SVS will register contact information by way of name, address, email address and telephone number as well as account details for invoicing purposes. Other personal data may be collected if required for administering this Agreement. Sensitive personal data will never be collected or stored. SVS will not store personal data for a longer period than required for serving the purpose.

Further, we will collect your IP address and other potentially identifiable data to prevent any fraudulent use of our software or to improve the functionality supplied by us. We will be sharing these data with a third party or parties processing such data on our behalf.

As a data subject, you have e.g. a right of access to the processing of your personal data and a right to object against the processing thereof, including a right to request deletion of data or restriction of such processing. Should the data subject wish to exercise these rights or have any questions regarding SVS' processing of personal data, please contact SVS at this

also entitled to complain to the Danish Data Protection Agency about the processing of his/her personal data. Contact information may be found on www.datatilsynet.dk

Reference is made to <https://svibs.com/privacy-policy/> where you may read more about SVS' detailed privacy policy.

APPLICABLE LAW

This Agreement shall be governed by Danish law.

COMPETENT JURISDICTION – VENUE

Any dispute arising in, out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by the ordinary courts in Denmark, the proper venue being SVS' home court for the time being.