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in the following referred to as ‘SVS’.

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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 workdays 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.

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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.

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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.

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

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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 Licensees 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.

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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, bands 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.