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- ii. fraud or fraudulent misrepresentation;
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5.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software, Dongle and Documents. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6. TERMINATION

6.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

6.2 On termination for any reason:

- a) all rights granted to you under this Licence shall cease;
- b) you must immediately cease all activities authorised by this Licence; and
- c) you must immediately and permanently delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software, the Dongle and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

7. COMMUNICATIONS BETWEEN LICENSOR AND LICENSEE

7.1 We may update the terms of this Licence at any time on notice to you in accordance with this Clause 7. Your continued use of the Software and Documents following the deemed receipt and service of the notice under Clause 7.3 shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Software and Document on the deemed receipt and service of the notice.

7.2 If we have to contact you, we will do so by email or by pre-paid post to the address you provided in accordance with your registration of the Software.

7.3 Note that any notice:

- i. given by us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and
- ii. given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.

7.4 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

8. EXPORT RESTRICTIONS

- 8.1 You agree that neither you nor your customers intend to or will, directly or indirectly, export or transmit the Software or related documentation and technical data to any country to which such export or transmissions is restricted by any applicable Danish regulation or statute without the prior written consent, if required, of the Bureau of Export Administration of the Danish Department of Commerce or such other governmental entity as may have jurisdiction over such export or transmission.

9. CONFIDENTIALITY

- 9.1 The Software contains trade secrets and proprietary know-how that belong to us, and it is being made available to you in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THESE TERMS, MAY BE ACTIONABLE.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 10.1 Both Parties will comply with all applicable data protection laws, including but not limited to the General Data Protection Regulation (EU) 2016/679 and UK Data Protection Act 2018. Where either Party processes personal data that would identify an individual natural person on behalf of the other Party, that Party will: (a) only process personal data on the documented instructions in relation to this Licence; (b) ensure it has all the appropriate technical and organisational measures in place to protect against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed and will ensure its employees and representatives are aware of the nature of the personal data with confidentiality obligations in place; (c) not contract with a third party to process on its behalf without seeking prior written consent from the other Party, in which case it will flow down the same obligations as found in this Clause 7 herein; (d) reasonably assist the other Party with all documentation to ensure compliance relating to this Licence with applicable data protection laws and this Clause 7 and technical and organisational measures, insofar as this is possible, for the fulfilment of the other Party's obligations for the nature of processing and obligations to respond to requests from individuals; (e) promptly destroy and/or return all personal data to the other Party on termination of this Licence except where there is either an obligation to retain such personal data under applicable law or the Party needs to retain a copy of the personal data in its backups for archive purposes only; (f) ensure that it has all necessary measures and technical and organisational requirements in place to allow for processing of personal data outside the European Economic Area or outside the territory from which the personal data originated. Each Party hereby gives general written authorisation for the other Party to transfer and/or access personal data belonging to the other Party from outside the European Economic Area or outside the territory from which the personal data originated from, provided the territory where the personal data is being processed has an adequacy decision by a public authority or an appropriate transfer mechanism has been put in place.

11. OTHER IMPORTANT TERMS

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- 11.4 You acknowledge that in entering into this Licence you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it.
- 11.5 You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.

- 11.6 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 11.7 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 11.8 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 11.9 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by the laws of Denmark. Any dispute arising out of or in connection with these Terms shall be settled by the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten) as the court of first instance.

END OF DOCUMENT
