

SOFTWARE LICENCE TERMS AND CONDITIONS

BY OPENING OR USING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY THESE SOFTWARE LICENCE TERMS AND CONDITIONS (HEREINAFTER 'TERMS').

If you do not accept these Terms, do not install the software nor use the Dongle nor the soft licence, but instead contact EIVA or your EIVA representative for further information on how to return the purchased software for a refund.

GRANT OF LICENCE

In these Terms, 'you' means the person or company who is being licensed to use the software or accompanying documentation. 'EIVA', 'we' and 'us' means EIVA a/s.

EIVA hereby grants you a nonexclusive licence to use one copy of the software product in the manner and subject to the conditions provided below:

YOU MAY

- Use one copy of any EIVA software product on a single computer;
- Make copies of the software program for your internal use (eg backup purposes and training), provided that you reproduce all proprietary notices;

YOU MAY NOT

- Reverse engineer, decompile, modify or disassemble the software except to the extent applicable law expressly prohibits such restriction;
- Remove any proprietary notices, labels, or marks on the program, documentation, Dongle and USB device;
- Modify or adapt the software or merge it into another program;
- Sub-license, rent, lease or lend any portion of the software or Documentation or Dongles unless explicitly agreed with EIVA.

TRANSFERS

You may assign all your rights to use the software and documentation to another person or legal entity provided you ensure that such person or legal entity also abides by these Terms, and transfer the software and accompanying documentation, including all copies, updates and prior versions to such person or entity and that you retain no copies, including copies stored on any computer.

COPYRIGHT AND TITLE

The software (including any images, 'applets', animations, video, audio, music and text incorporated into the software) is owned by EIVA and is protected by Danish copyright laws and international treaty provisions. We remain the owner of all right, title and interest in the software and accompanying documentation.

ARCHIVAL OR BACKUP COPIES

You may copy or duplicate the software solely for archival purposes, program error verification, or to replace defective storage media. You agree to retain the software and all copies in your possession.

CONFIDENTIALITY

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.

LIMITED WARRANTY

We warrant that for a period of 90 days after delivery of this copy of the software to you:

- the physical media on which this copy of the software is distributed will be free from defects in materials and workmanship under normal use, and
- that the software will perform substantially in accordance with the Documentation, and
- that the Dongles (if supplied with this software) will be free from defects in materials and workmanship under normal use.

This warranty does not apply if you mishandle, alter, or improperly use or store the media or dongle.

To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, regardless of whether we know or had reason to know of your particular needs. No employee, agent, dealer or distributor of ours is authorised to modify this limited warranty, or to make any additional warranties.

EXPORT RESTRICTIONS

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.

LIMITED REMEDY

Our entire liability and your exclusive remedy shall be:

- the replacement of any media or dongle not meeting our Limited Warranty which is returned to us or to an authorised representative with a copy of your receipt, or
- if we or an authorised representative are unable to deliver replacement media or dongle that is free of defects in materials or workmanship, you may terminate this licence by returning the software, dongle and documentation and your money will be refunded.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR THE INABILITY TO USE THE SOFTWARE (EVEN IF WE OR AN AUTHORISED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), OR FOR ANY CLAIM BY ANY OTHER PARTY.

TERM AND TERMINATION

These Terms take effect upon your use of the software and remain effective until terminated. You may terminate it at any time by destroying all copies of the software and documentation in your possession. It will also automatically terminate if you fail to comply with any term or condition of this licence. You agree on termination of this licence to either return to us or destroy all copies of the software, dongles and documentation in your possession.

GENERAL PROVISIONS

- 1) These Terms are supplemental to any other terms and conditions, documentation, agreements or other terms and conditions (including, but not limited to, the EIVA standard software licensing terms and conditions) that may apply to the supply of the software. In the event of any conflict, contradiction or ambiguity, then the provisions of these Terms shall prevail.
- 2) These Terms may be modified only in writing and signed by you and us.
- 3) In the event of litigation between you and us concerning the software or documentation, the prevailing party in the litigation will be entitled to recover legal fees and expenses from the other party.
- 4) These Terms are governed by the laws of Denmark, except for Danish choice of law rules. 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.
- 5) You agree that the software will not be shipped, transferred or exported into any country or used in any manner prohibited by any export control regulations of Denmark or any other applicable export laws, restrictions or regulations.