SOFTWARE LICENSE – TERMS & CONDITIONS

Unless otherwise specifically agreed in writing, the following Terms and Conditions apply to any software (hereinafter the "Software") licensed by EIVA A/S, Niels Bohrs Vej 17, 8660 Skanderborg, Denmark (or its affiliates, hereinafter together referred to as "EIVA") to any customer (hereinafter referred to as the "Buyer").

These Terms and Conditions shall apply no matter by which means the Buyer has placed an order for the Software and shall supersede any conditions of purchase stipulated in the Buyer's order or otherwise, except if such conditions of purchase are specifically agreed in writing by EIVA. Any confirmed order, accepted offer or any other method of agreeing on the delivery of Software between EIVA and Buyer shall herein be referred to as the "Agreement".

No order shall be deemed accepted by EIVA until specifically stated in writing by EIVA or when the Software has been delivered by EIVA to the Buyer, whichever is earlier.

1. Extent of Agreement

1.1. The Contract covers all parts of the order and supersedes any prior agreement between the parties.

1.2. If EIVA in addition contracts to carry out specific adaptations to or installation of the Software, as part of the supply of Software, this will be stated separately and such services will be subject to EIVA's "Consultant - Terms and Conditions".

1.3. Any information given by EIVA in commercials, on EIVA's homepage or in other promotional material, shall only be deemed indicative unless expressly stated in the Contract.

2. GRANT OF LICENSE

2.1. For the purposes of this Contract, the term Software shall be deemed to include any and all printed, online, and/or electronic documentation, as well as any computer program(s) in any format provided by EIVA to the Buyer. This definition shall further extend to encompass any and all updates, upgrades, enhancements, modifications, extensions, derivative works, and other developments thereof, as may be installed or otherwise made available by EIVA to the Buyer during the term of this Contract

2.2. Subject to the terms and conditions of this Agreement, EIVA grants the Buyer a limited, non-exclusive, non-transferable, and non-sublicensable license to install and use the Software for the license term specified in the applicable Order. solely as follows:

2.2.1. Single-User License: Where the Subscription entitles Buyer to a single-user license, Buyer may install and use one (1) copy of the Software solely on one (1) designated computer system, for use by one (1) individual user.

2.2.2. Multi-User License: Where the Subscription entitles Buyer to a multi-user license, Buyer may install one (1) copy of the Software on a designated master computer system ("Master System"), and permit simultaneous access to the Software from multiple sub-station, remote, or networked computer systems ("Subordinate Systems"), provided that (i) the Software remains installed solely on the Master System; (ii) Access from Subordinate Systems is limited to the number of authorized concurrent users expressly permitted under the applicable Subscription Agreement or Order Form; (iii) All access and use is restricted to Buyer's internal personnel only and controlled in accordance with EIVA's technical and contractual limitations; (iv) Buyer shall not permit any installation, access, or use beyond the scope expressly authorized herein without EIVA's prior written consent.

2.2.3. Internal Copies: Buyer shall be permitted to make additional copies of the Software in machine-readable format strictly for internal purposes, including backup and training, provided that: (i) such copies are not installed or used except as necessary for archival, restoration, or internal instructional use; (ii) all proprietary rights notices, copyright statements, trademarks, and other legal attributions contained in the original Software are fully preserved and accurately reproduced in each copy; and (iii) no such copy shall be distributed, sublicensed, or made available to any third party.

2.2.4. Buyer shall ensure that all use of the Software, whether via the Master System, Subordinate Systems, or internal copies, complies strictly with the license scope, user limits, and technical restrictions imposed by EIVA. Any use outside the scope of this license shall constitute a material breach of this Contract

2.3. Except to the extent expressly permitted by mandatory provisions of applicable law, the Buyer shall not alter, adapt, modify, translate, enhance, reverse engineer, decompile, disassemble, or otherwise seek to derive the source code of the Software, in whole or in part. Furthermore, the Buyer shall not interfere with, circumvent, remove, or tamper with any security mechanisms, encryption keys, digital rights management technologies, proprietary markings, copyright notices, trademark attributions, or other identifiers embedded in the Software or its associated media.

2.4. The Buyer shall not be entitled to use the Software for any illegal purposes or sell, assign, rent, lease, pledge, license, sublicense, transfer or otherwise distribute the Software or the license for the Software to any other person or entity.

2.5. The Software may be subject to United States export control laws, including the *Export Control Reform Act* and related regulations, as well as European Union export control laws and regulations, including Regulation (EU) 2021/821 (as amended) and any successor legislation, and applicable Danish export control laws and regulations. The Buyer shall not, whether directly or indirectly, export, reexport, transmit, or release the Software, or any documentation or technical data related thereto, to any jurisdiction or country where such activity is prohibited or restricted under applicable U.S., EU, Danish, or other relevant laws, regulations, or rules, unless in full compliance therewith. The Buyer shall comply with all such laws, regulations, and rules, and shall complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, reexporting, transmitting, releasing, or otherwise making the Software available outside the United States or the European Union.

2.6. In the event that the Software incorporates or is bundled with any third-party software components, such third-party software shall be subject to the applicable license terms and conditions of the respective third-party providers, which shall apply in addition to, and not in derogation of, the terms and conditions of this Contract.

3. DELIVERY

3.1. Unless expressly agreed otherwise in writing by the Parties, the applicable delivery term shall be *Ex Works* (Incoterms® 2020), Niels Bohrs Vej 17, 8660 Skanderborg, Denmark. Delivery of the Software shall be deemed to have occurred in accordance with this delivery term ("**Delivery**"), irrespective of any subsequent services performed by EIVA, including but not limited to installation, configuration, or other ancillary work related to the Software. Risk of loss and title shall pass to the Buyer at the point of delivery as defined by the applicable Incoterm.

3.2. In the event that EIVA, at its sole discretion, agrees to arrange shipment on behalf of the Buyer, such shipment shall be made under the terms of *Carriage and Insurance Paid To (CIP)* (Incoterms® 2020) to the destination designated by the Buyer. All shipping, insurance, handling, and related charges shall be invoiced to the Buyer at actual cost plus a fifteen percent (15%) surcharge to cover EIVA's general and administrative expenses. EIVA shall bear no liability for any delays, damages, or losses incurred during shipment.

4. DELAY

4.1. Any delivery date or schedule communicated by EIVA shall be considered a non-binding estimate only, unless a fixed delivery date has been expressly agreed in writing and designated as binding in the Contract.

4.2. EIVA shall not be liable for any delays, non-performance, or failure to deliver resulting from or in connection with export or import restrictions, sanctions, embargoes, or delays in obtaining required permits, licenses, or authorisations under applicable laws and regulations—regardless of jurisdiction, including but not limited to the laws of the United States of America. In such

cases, any agreed or estimated delivery time shall be extended accordingly without liability on the part of EIVA.

4.3. Any estimated or fixed delivery date shall be automatically extended by the period from the date of the Contract until such time as EIVA has received all technical specifications, documentation, and other necessary input and information from the Buyer required for delivery or implementation of the Software..

4.4. Should delivery or installation be impeded for reasons not attributable to EIVA, EIVA shall notify the Buyer without undue delay. If the delay continues for more than twelve (12) full calendar weeks, and such delay is not caused by force majeure, regulatory compliance, or any circumstances for which EIVA is not responsible, the Buyer shall be entitled to terminate the Contract in writing and to receive reimbursement of any prepayments made for undelivered Software. No further remedies shall be available.

4.5. Where a binding delivery date has been explicitly agreed in writing, and EIVA is solely responsible for a delay, the Buyer may demand a price reduction of 0.5% of the net purchase price of the delayed Software for each full calendar week of delay, up to a maximum of 6% of the net purchase price. This remedy shall be exclusive and shall not apply in the case of delays for which EIVA is not responsible.

4.6. The Buyer's remedies in the event of delay shall be strictly limited to (i) the right to terminate in accordance with Clause 4.4 and/or
(ii) the limited price reduction described in Clause 4.5. The Buyer shall have no other claims or remedies for delay, whether in contract, tort, or otherwise, and expressly waives any right to claim further damages or compensation.

5. FORCE MAJEURE

5.1. If any of EIVA's duties in the Contract is prevented by reason of any occurrence or contingency beyond EIVA's reasonable control, including, but not limited to war, riot, strikes, lock-outs or other serious labour disputes, public confiscation, currency restrictions, Government measures such as import or export prohibition, Act of God, failing energy supply, fire, flood, explosion or failure of suppliers due to their force majeure, EIVA is entitled to either cancel the Contract in whole or in part or to postpone delivery time. EIVA shall have no liability in the event of such cancellation or postponement.

6. DEFECTS WARRANTY

6.1. The Software is delivered "as is" as a standardised commercial product, with the features and functionality described in the accompanying documentation. While EIVA has undertaken reasonable testing of the Software prior to delivery, EIVA makes no warranty or representation that the Software is free from errors or defects, or that it will operate without interruption or meet all of the Buyer's specific requirements. The existence of minor bugs, defects, or limitations that do not materially and irreparably impair the core functionality or performance of the Software shall not constitute a breach of contract nor give rise to any rights or remedies for the Buyer. EIVA will, in its sole discretion, seek to address such non-material issues through subsequent product updates or versions, where commercially reasonable.

6.2. EIVA warrants solely that, as of the date of delivery, the Software will be free from original and material defects in materials and workmanship. This limited warranty does not extend to fitness for a particular purpose, compatibility with the Buyer's systems, nor suitability for any specific operational environment, unless explicitly stated in writing by EIVA. It is the Buyer's sole responsibility to determine whether the Software meets the Buyer's specific requirements and is suitable for its intended use and integration with other software or hardware.

6.3. To invoke the warranty, the Buyer must submit a written warranty claim to EIVA without undue delay after discovery of the alleged defect, including a clear and detailed description of the defect in question. Failure to comply with this requirement may result in the rejection of the warranty claim, and EIVA may, in such case, charge the Buyer reasonable repair costs based on actual time and materials incurred.

6.4. This warranty shall be void if any unauthorised repair, modification, reverse engineering, or alteration of the Software is performed by the Buyer or a third party without EIVA's prior written consent. Furthermore, the warranty does not cover damage resulting from accidents, misuse, neglect, improper installation, force majeure events, or operation contrary to the documentation or EIVA's instructions or operation contrary to the Documentation, EIVA's instructions, applicable operating manuals, safety guidance, or the operational safety requirements set out in Clause 7.

6.5. EIVA shall not be liable for defects that were not present in the Software at the time of delivery or that arise from events or causes occurring after delivery, including changes in the Buyer's operational environment, third-party interference, or external factors beyond EIVA's control.

6.6. EIVA shall not be liable for any defects or malfunctions arising out of or in connection with: (i) incorrect, improper, or unauthorised installation, configuration, use, handling, or maintenance of the Software by the Buyer; (ii) any modifications, alterations, or repairs made to the Software by the Buyer or any third party without the prior written consent of EIVA; or (iii) use of the Software in combination with any software, hardware, or systems not expressly approved by EIVA

6.7. In the event that a defect for which EIVA is responsible under this Clause 6 is duly notified in accordance with Clause 6.3, EIVA shall, within a reasonable period of time and at its sole discretion, commence corrective action to repair, replace, or otherwise rectify the relevant defect. Upon EIVA's request, the Buyer shall grant EIVA sufficient remote access to the Software and provide such assistance as reasonably required to enable EIVA to carry out such remedial actions. EIVA may, at its discretion, defer corrective action until the next scheduled release or version of the Software if such deferral does not materially impair the Buyer's continued use of the Software.

6.8. The obligations set forth in this Clause 6 shall constitute the Buyer's sole and exclusive remedy, and EIVA's entire liability, with respect to any defects or errors in the Software. Any and all other remedies, whether statutory, contractual, or in tort, are hereby expressly excluded to the fullest extent permitted by applicable law.

7. OPERATIONAL SAFETY – EIVA AUTONOMY SYSTEM

7.1. Where the Software includes, interfaces with, enables, controls, supports or otherwise forms part of the EIVA Autonomy System, the Buyer shall ensure that the EIVA Autonomy System is deployed, operated, monitored, maintained and controlled strictly in accordance with this Contract, the Documentation, any manuals, standard operating procedures, operating instructions, safety guidance, firmware and software update requirements, operational limits and any other written instructions issued by EIVA from time to time.

7.2. The Buyer shall be solely responsible for the selection, deployment, operation, supervision, monitoring, maintenance, control, intervention, recovery and use of the EIVA Autonomy System and for all operational, navigational, mission, safety, regulatory and commercial decisions made in connection with it. The Buyer shall ensure that the EIVA Autonomy System is operated only by suitably trained, competent and, where applicable, certified personnel with appropriate experience and knowledge of subsea operations, autonomous systems, underwater technologies, the relevant vehicle and the operational environment in which the EIVA Autonomy System is deployed. For the avoidance of doubt, the autonomous, semi-autonomous or remote operation of the EIVA Autonomy System, including operation without continuous human input, supervision or intervention, is a tool to support the Buyer's operational decision-making and shall not operate to transfer to EIVA any responsibility for the deployment, operation, mission planning, supervision, monitoring, control, intervention, recovery, safe use or outcome of the EIVA Autonomy System. The Buyer shall remain solely responsible at all times for all decisions, acts, omissions, outcomes, losses, damage, claims and liabilities arising out of or in connection with the deployment, operation, supervision, monitoring, control, intervention, recovery or use of the EIVA Autonomy System, except to the extent directly caused by EIVA's proven gross negligence or wilful misconduct and only to the extent such liability cannot lawfully be excluded or limited.

7.3. The Buyer shall ensure that all users, operators, contractors, vessel crew and other personnel involved in access to, deployment, monitoring, supervision, intervention, recovery or use of the EIVA Autonomy System are made aware that the EIVA Autonomy System must only be operated within the applicable operational limits, safety parameters, environmental thresholds, mission constraints and Documentation. The Buyer shall further ensure that such personnel understand that the Software and the EIVA Autonomy System do not replace the Buyer's independent operational judgment, risk assessment,

human oversight, emergency procedures, legal compliance duties or responsibility for safe operations, and that use of the EIVA Autonomy System does not reduce or transfer the Buyer's responsibilities under this Contract or applicable law. Any output, recommendation, alert, warning, route, control response or other functionality generated by or through the Software or EIVA Autonomy System shall be assessed and verified by the Buyer before and during use and shall not be relied upon as a substitute for competent operational decision-making, human oversight or compliance with applicable laws, standards and site-specific requirements.

7.4. Before and during each deployment of the EIVA Autonomy System, the Buyer shall:

7.4.1. ensure that the relevant operational environment is safe and suitable for the deployment and operation of autonomous systems;

7.4.2. carry out and document appropriate risk assessments, method statements, safety reviews, operational readiness checks and mission planning;

7.4.3. ensure that all applicable laws, regulations, permits, site-specific requirements, class requirements, vessel requirements and operational procedures have been complied with;

7.4.4. maintain appropriate human oversight and supervision of the EIVA Autonomy System during all missions; and

7.4.5. ensure that operators remain vigilant and continuously monitor the behaviour, performance and operating status of the EIVA Autonomy System.

7.5. If any unexpected behaviour, abnormal system response, operational anomaly, unsafe condition, loss of situational awareness, critical system failure or other material risk is identified, the Buyer shall immediately take all reasonably necessary steps to place the operation into a safe condition, including pausing or aborting the relevant mission and restoring manual control where technically available and reasonably practicable.

7.6. For hardware and software supplied by EIVA or any member of the Covelya Group, EIVA shall provide relevant documentation and manuals setting out maintenance requirements to support the Buyer's development and implementation of standard operating procedures.

7.7. The Buyer shall be responsible for maintaining all hardware, software, systems, interfaces, equipment, infrastructure and operational assets supplied by the Buyer or any third party, including in accordance with the Buyer's own standard operating procedures and any applicable third-party requirements.

7.8. The Buyer shall promptly apply all firmware, software, security, maintenance, reliability and performance updates made available or recommended by EIVA for the EIVA Autonomy System, particularly where such updates relate to safety, reliability, security, performance or operational integrity.

7.9. The Buyer shall not modify, alter, adapt, reconfigure, interfere with, bypass, disable or permit any unauthorised change to the hardware, software, firmware, settings, control logic, safety parameters, interfaces, operating limits or operational configuration of the EIVA Autonomy System without EIVA's prior written consent.

7.10. Any unauthorised modification, configuration change, integration or interference shall constitute use of the Software and EIVA Autonomy System outside the scope of this Contract.

7.11. During any development, integration, qualification, testing or acceptance phase, EIVA and the Buyer shall cooperate, where applicable, to define the operational limits of the EIVA Autonomy System having regard to the relevant vehicle, payload, mission profile, environmental conditions, vehicle dynamics and intended operating parameters.

7.12. The Buyer shall not operate the EIVA Autonomy System outside any operational limits, safety parameters, environmental thresholds, mission constraints or other restrictions notified by EIVA or established during any such development, integration, qualification, testing or acceptance activities.

7.13. The Buyer shall ensure that appropriate communications, supervision and intervention arrangements are in place during all autonomous operations, including communications with the surface team, remote monitoring personnel, vessel crew or other relevant operational personnel, as applicable.

7.14. The Buyer shall ensure that all personnel involved in the deployment, monitoring, supervision, operation, intervention or recovery of the EIVA Autonomy System are familiar with applicable emergency protocols and are trained to implement them. In an emergency, suspected emergency, critical system failure, unsafe condition or other material hazard, the Buyer shall immediately take all reasonably necessary steps to place the operation into a safe condition, including switching to manual control and safely aborting the mission where technically available and reasonably practicable.

7.15. EIVA may require the Buyer to suspend use of the EIVA Autonomy System where EIVA reasonably considers that continued use may create a safety, security, regulatory, operational or technical risk, or where the Buyer is in breach of this Clause 7. The Buyer shall comply promptly with any such suspension requirement.

7.16. EIVA shall not be responsible for the maintenance, suitability, configuration, performance, reliability, safe operation or regulatory compliance of any hardware, software, systems, interfaces, vessel, vehicle, infrastructure, communications equipment or operational assets not supplied by EIVA.

7.17. EIVA shall not be liable for any defect, error, malfunction, failure, loss, damage, delay, cost, liability or claim arising out of or in connection with:

7.17.1. any failure by the Buyer to comply with this Clause 7;

7.17.2. use of the EIVA Autonomy System outside the Documentation, operational limits, safety requirements, EIVA instructions, agreed operating parameters or applicable standard operating procedures;

7.17.3. any unauthorised modification, configuration change, integration or interference;

7.17.4. the Buyer's failure to apply firmware or software updates made available or recommended by EIVA;

7.17.5. any act or omission of the Buyer, any third-party supplier, operator, contractor, vessel crew or other personnel involved in the deployment or operation of the EIVA Autonomy System; or

7.17.6. any hardware, software, systems, interfaces, infrastructure or operational assets not supplied by EIVA.

7.18. Any failure by the Buyer to comply with this Clause 7 shall constitute use of the Software and EIVA Autonomy System outside the scope of this Contract and may, without prejudice to EIVA's other rights and remedies, void any applicable warranty and exclude or limit EIVA's liability to the fullest extent permitted by applicable law.

7.19. The Buyer shall indemnify, defend and hold harmless EIVA, its Affiliates and EIVA Personnel from and against all claims, demands, proceedings, losses, liabilities, damages, costs and expenses, including legal costs on a full indemnity basis, arising out of or in connection with:

7.19.1. any failure by the Buyer to comply with this Clause 7;

7.19.2. any unsafe, negligent, improper or unauthorised deployment or operation of the EIVA Autonomy System;

7.19.3. operation of the EIVA Autonomy System outside applicable operational limits, safety parameters or EIVA instructions;

7.19.4. any unauthorised modification, configuration change, integration or interference;

7.19.5. any failure by the Buyer to comply with applicable laws, regulations, permits or operational requirements;

7.19.6. any failure to maintain, configure or safely operate Buyer-supplied or third-party hardware, software, systems, interfaces, infrastructure or operational assets; or

7.19.7. any death, personal injury, property damage, environmental damage, pollution, operational loss, regulatory breach, third-party claim, product liability claim or other liability arising from or in connection with the Buyer's deployment, operation, supervision, monitoring, control, intervention, recovery, mission planning, operational decision-making or use of the EIVA Autonomy System, except to the extent directly caused by EIVA's proven gross negligence or wilful misconduct and only to the extent such liability cannot lawfully be excluded or limited.

8. LIMITATION OF LIABILITY

8.1. EIVA shall only be liable to the Buyer in respect of claims notified to EIVA in accordance with the Contract and in particular clauses 4 and 6 of these terms.

8.2. EIVA and EIVA Personnel shall have no liability:

8.2.1. for any advice given by EIVA Personnel free of charge which is not contracted to be provided under the Contract, or;

8.2.2. for any defects or problems in the Software in so far as caused by EIVA following the Buyer's

specification, design or other instructions; or

8.2.3. for any defects or problems in so far as caused by the Buyer not following EIVA's specification, design or other instructions; or failing to install the latest version or release of Software as recommended by EIVA in writing if using such version or release would avoid such defects or problems.

8.3. Without prejudice to the other limitations on EIVA's liability in the Contract the liability of EIVA for any claims arising out of or in connection with the Contract, the Software and the Services, however arising, shall be limited in respect of all claims in aggregate to a sum equal to One Hundred percent (100%) of the Price payable (exclusive of VAT) by the Buyer for the relevant Software and/or Services under the Contract giving rise to the claim, or Ten million Danish Krone (10,000,000 DK) whichever is the lesser.

8.4. Without prejudice to clause 8.6, EIVA shall not, under any circumstances whatever, be liable, however arising for any:

8.4.1. direct or indirect loss of or damage to

8.4.1.1. profit or revenues; or

8.4.1.2. goodwill or damage to reputation; or

8.4.1.3. business; or

8.4.1.4. production; or

8.4.1.5. business opportunity; or

8.4.1.6. bargain; or

8.4.1.7. anticipated saving; or

8.4.1.8. data, or for corruption of data or information; or

8.4.1.9. the cost of removal, de-installation, re-installation or re-commissioning of the Software or any related systems; or

8.4.1.10. any costs and liabilities arising from pollution or environmental damage caused directly or indirectly by the Software; or

8.4.2. indirect or consequential loss or damage.

The term "however arising" when used or referred to in this clause 8 shall cover all causes and actions giving rise to liability of EIVA arising out of or in connection with the Contract or the Software or Services whether arising by (i) reason of any misrepresentation (whether made after, prior to and/or in the Contract) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of Contract, restitution or otherwise, (ii) whether arising under any indemnity or hold harmless provision, (iii) whether caused by any total or partial failure or delay in supply of the Software or by any defect in hardware, software or materials; and (iv) whether deliberate (but not with malicious intent) or otherwise, however fundamental the result.

8.5. The exclusions and limitations of liability contained in these terms and in the Contract shall be effective to the maximum extent permitted by applicable law, regardless of whether the loss or damage was foreseeable or whether the Buyer notifies EIVA of the possibility of any greater loss or damage.

8.6. The Buyer shall indemnify, defend, hold harmless and release EIVA and all EIVA Personnel at all times against all claims, demands, costs (including legal costs on a full indemnity basis) expenses, losses and liabilities incurred by EIVA and EIVA Personnel:

8.6.1. to the extent caused by following the Buyer's specification, design or other instructions;

8.6.2. in relation to any claims by third parties arising in connection with a Contract, or as a result of EIVA providing the Software or Services, which are in excess of the liability of EIVA as described in these Terms and the relevant Contract, in particular in this clause 8; and

8.6.3. any reliance placed by the Buyer on advice, guidance, or recommendations provided by EIVA or its personnel free of charge and not expressly contracted to be provided under the Contract.

8.7. The Buyer acknowledges:

8.7.1. the potential losses, damages or claims which the Buyer may suffer as a result of any breach of the Contract or other default by EIVA are more readily ascertainable by the Buyer than by EIVA;

8.7.2. such losses, damages and claims may greatly exceed the sums paid under the Contract and EIVA has agreed to the Price only on the basis that it limits its liability in the manner stated in these terms;

8.7.3. that the Price of the Software provided for under the Contract reflects the exclusions and limitations on EIVA's liability, and that the Buyer had the opportunity to negotiate variations to the exclusions and limitations upon the agreement of a higher price;

8.7.4. the Buyer must consider insuring any liability not accepted by EIVA under any Contract and agrees that it is responsible for taking legal advice on the limits on EIVA's liability;

8.7.5. the parties agree that such limits are fair and reasonable in all of the circumstances; and

8.7.6. nothing in these Terms or any Contract shall restrict or limit the Buyer's general obligation at law to mitigate a loss which it may suffer or incur as a result of a matter that may give rise to a claim under an indemnity, hold harmless provision, or otherwise.

8.7.7. the exclusions and limitations of liability in this Clause 8, together with the operational safety obligations in Clause 7, form an essential part of the Parties' agreed allocation of risk and apply to all access to and use of the Software, including any autonomous, semi-autonomous or remote operation of the EIVA Autonomy System, without any requirement for repeated acceptance on each use. The Buyer further acknowledges that contractual exclusions and limitations may not exclude liability to third parties or liability which cannot lawfully be excluded under applicable product liability, product safety or other mandatory law, and that in accordance with clause 8.9 the Buyer is responsible for assessing and maintaining appropriate insurance for liabilities, operational risks and third-party claims not accepted by EIVA under this Contract.

8.8. Without prejudice to Clause 7, including Clauses 7.2 and 7.3, and this Clause 8, EIVA shall have no liability for any loss, damage, claim, cost or liability arising out of or in connection with the autonomous, semi-autonomous or remote operation of the EIVA Autonomy System, any operational decision made by or on behalf of the Buyer, or any failure by the Buyer to comply with its operational, safety, legal, insurance or supervisory responsibilities, except to the extent directly caused by EIVA's proven gross negligence or wilful misconduct and only to the extent such liability cannot lawfully be excluded or limited. For the avoidance of doubt, the allocation of operational responsibility to the Buyer under this Contract does not remove the need for EIVA or the Buyer, as applicable, to assess product liability, product safety, regulatory and insurance requirements arising under applicable law, including in respect of standalone software, software updates, autonomous functionality and third-party claims. Nothing in this Contract shall be construed as an agreement that a contractual carve-out alone removes the need for insurance or other risk management measures.

8.9. The Buyer shall, at its own cost, obtain and maintain with reputable insurers such policies of insurance as are prudent and customary for the Buyer's business, operations, vessels, vehicles, equipment, personnel, contractors, deployment environment and use of the Software and EIVA Autonomy System. Such insurance shall include, as applicable, public and third-party liability, employer's liability or workers' compensation, marine and offshore operational liability, vessel or vehicle liability, pollution and environmental liability, cyber and technology risks, equipment or asset damage, and contractual liability insurance sufficient to cover the Buyer's obligations, risks and liabilities under or in connection with this Contract.

8.10. The Buyer shall ensure that its insurance covers all risks, losses, liabilities, claims, costs and expenses arising out of or in connection with the Buyer's selection, deployment, operation, supervision, monitoring, control, intervention, recovery, integration, configuration or use of the Software or EIVA Autonomy System, including any autonomous, semi-autonomous or remote operation, any operational decision made by or on behalf of the Buyer, and any third-party claim arising from the Buyer's acts, omissions, personnel, contractors, equipment, operational environment or failure to comply with this Contract, applicable law or the Documentation.

8.11. The Buyer's insurance shall not limit or reduce the Buyer's liabilities, indemnities or other obligations under this Contract. Upon EIVA's reasonable request, the Buyer shall provide evidence of such insurance, including certificates of insurance and confirmation of policy limits, insured risks and material exclusions. Where reasonably available on commercially acceptable terms, the Buyer shall procure that EIVA, its Affiliates and EIVA Personnel are named as additional insureds or beneficiaries under relevant policies and that insurers waive rights of subrogation against them.

8.12. The Buyer acknowledges that any exclusion or limitation of EIVA's liability under this Contract does not remove the Buyer's

obligation to assess and maintain appropriate insurance for liabilities, operational risks and third-party claims not expressly accepted by EIVA. The Buyer shall be solely responsible for any uninsured, underinsured, excluded or self-insured loss arising from or in connection with its use, deployment, operation or control of the Software or EIVA Autonomy System.

9. PRICE AND PAYMENT

9.1. The Prices are exclusive of amounts in respect of applicable taxes, tariffs and levies and any charges or imposts of any kind including VAT, sales taxes, import or export tariffs, excise duties and import or export duties or customs clearance or fees. The Buyer shall, on receipt of a valid invoice from EIVA, pay to EIVA, for onward payment to the applicable taxing authority, such additional amounts in respect of any such amounts as are chargeable under Applicable Laws on a supply of Software.

9.2. Payment shall be effected by bank transfer to the account designated by EIVA, pursuant to the invoice issued in connection with the delivery of the Software. All payments shall be made in the currency specified in the invoice and shall be free of any deductions, withholdings, set-offs, or counterclaims, except as expressly permitted under Clause 9.6..

9.3. All invoices shall be payable in full and received by EIVA no later than thirty (30) calendar days from the date of the invoice. All costs associated with the execution of payment, including but not limited to bank transfer fees and intermediary charges, shall be borne exclusively by the Buyer. Any delay in payment shall accrue interest in accordance with Section 5 of the Danish Interest Act (renteloven), without prejudice to any other remedies available to EIVA under this Contract or applicable law.

9.4. At EIVA's written request, the Buyer shall, as a condition for delivery, furnish an irrevocable and unconditional bank guarantee or a confirmed letter of credit issued by a first-class financial institution acceptable to EIVA, in an amount equal to the full purchase price of the Software. Such guarantee or letter of credit shall be in a form and substance satisfactory to EIVA and shall remain valid until full and final payment has been received..

9.5. In the event that the Buyer fails to make timely payment in accordance with the terms herein, EIVA shall be entitled, without further notice or liability, to suspend performance, withhold delivery, or terminate this Contract with immediate effect. Furthermore, EIVA reserves the right to claim full compensation for any losses suffered as a result of the Buyer's breach, including but not limited to lost profits, direct and indirect damages, and any legal or collection costs incurred. .

9.6. The Buyer shall make all payments without withholding or deduction of, or in respect of, any tax unless required by applicable law. If any such withholding or deduction is required, the Buyer shall, when making the payment to which the withholding or deduction relates, pay to EIVA such additional amount as will ensure that EIVA receives the same total amount that it would have received if no such withholding or deduction had been required. If EIVA is required by law to pay the net amount, EIVA shall have the right to increase the amount invoiced such that the amount EIVA receives is the same total amount that it would have received if no such withholding or deduction had been required from the original sales value. The Buyer shall fully co-operate with EIVA and shall provide such assistance and documentary evidence as requested in order for EIVA to re-claim the withheld tax from the relevant tax authority.

10. BUYER'S DEFAULT

10.1. If delivery of the Software is prevented or delayed for reasons attributable to the Buyer, payment will fall due no later than 30 days from the original date of delivery according to the Contract.

10.2. EIVA reserves the right to claim damages for any loss including lost profits incurred by the Buyer's inability to take delivery of the Software.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. All intellectual property rights, including but not limited to rights in software, source code, object code, algorithms, databases, documentation, images, animations, applets, video, audio, music, and text, shall remain the sole and exclusive property of EIVA or its licensors. No title to or ownership of any intellectual property rights is transferred to the Buyer under this Contract. All rights not expressly granted to the Buyer under this Contract are reserved by EIVA.

11.2. Any and all results, deliverables, inventions, improvements, processes, discoveries, designs, works of authorship, and other materials developed, conceived, or created by or on behalf of EIVA in connection with the performance of the Services ("Developed Items") shall vest exclusively in EIVA, including all associated intellectual property rights, whether registrable or not. The Buyer shall, at EIVA's request and expense, take all steps reasonably necessary to secure, protect, or assign such rights to EIVA, including the execution of any required documents or instruments.

11.3. EIVA shall, at its own cost and expense, defend or settle any legal action brought against the Buyer by a third party alleging that the EIVA-branded Software, when used by the Buyer as delivered and in accordance with this Contract, infringes such third party's intellectual property rights under applicable law. EIVA shall pay all costs, damages, and settlement amounts awarded in connection with such claim, provided that the Buyer:

- **11.3.1.** promptly notifies EIVA in writing upon becoming aware of the claim;
- **11.3.2.** fully cooperates with EIVA in the defence and resolution of the claim; and
- **11.3.3.** grants EIVA sole and exclusive control over the defence and any settlement negotiations.

11.4. In the event a claim is made or, in EIVA's reasonable opinion, is likely to be made alleging that the Software infringes third-party rights, EIVA shall be entitled, at its sole discretion and expense, to:

- **11.4.1.** procure for the Buyer the continued right to use the Software;
- **11.4.2.** replace or modify the Software so that it no longer infringes while retaining substantially equivalent functionality; or
- **11.4.3.** recall the Software and, if the Software was delivered within the three (3) years prior to the claim, refund the purchase price paid by the Buyer, subject to a reasonable deduction for the Buyer's use of the Software. No refund shall be payable if the Software was delivered more than three (3) years prior to the claim.

The remedies set out in this Clause 11.4 shall be the Buyer's sole and exclusive remedies, and EIVA's sole liability, in respect of any claim or allegation of intellectual property infringement.

11.5. EIVA shall have no liability or obligation under this Clause 11 to the extent that any claim of infringement arises from:

- **11.5.1.** modifications to the Software not made by EIVA;
- **11.5.2.** compliance with designs, specifications, or instructions provided by the Buyer or any third party acting on the Buyer's behalf;
- **11.5.3.** use of the Software in combination with hardware, software, or other materials not supplied or approved by EIVA; or
- **11.5.4.** use of the Software contrary to the terms of this Contract or other documentation provided by EIVA.

11.6. Except as expressly provided in this Clause 11, EIVA shall have no liability whatsoever for any (alleged or actual) infringement of third-party intellectual property rights in connection with the Software. Any further claims, including claims for indirect or consequential loss, are expressly excluded to the maximum extent permitted by applicable law.

12. CONFIDENTIALITY

12.1. Each party undertakes that it shall not at any time during the Contract and after termination disclose to any person the Confidential Information of the other party, except as permitted by clause 12.2, and shall only use the other party's Confidential Information as required to fulfil a contract or to exercise its rights under it.

12.2. Each party may disclose the other party's Confidential Information:

- **12.2.1.** to its Representatives (and in the case of EIVA to its Affiliates and their Representatives) who need to know such information for the purposes of carrying out that party's obligations under the Contract, provided that the disclosing party takes all reasonable steps to ensure that it's Representatives (and in the case of EIVA its Affiliate and their Representatives) comply with the confidentiality obligations contained in this

clause 12 as though they were a party to the Contract. The disclosing party shall be responsible for its Representatives' (and in the case of EIVA its Affiliate and their Representatives) compliance with the confidentiality obligations set out in this clause; or

12.2.2. with the disclosing party's prior written agreement; or

12.2.3. as may be required by law, court order or any governmental or regulatory authority.

12.3. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party or to be implied from the Contract. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

13. SOFTWARE MAINTENANCE AND SUPPORT

13.1. Subject to explicit reference in the Contract and conditional upon the Buyer's timely prepayment of the applicable annual fee in accordance with Clause 9, EIVA shall provide the Buyer with a Software Maintenance and Support ("SMS") arrangement in respect of the EIVA Software..

13.2. The SMS arrangement provides the Buyer access to maintenance in terms of updates to the Software and its related documentation and entitles the Buyer to receive hotline support on EIVA Software as further described in the Contract. The SMS arrangement thus provides the Buyer (for the duration of the SMS arrangement) access to:

13.2.1. Updates of EIVA Software and documentation

13.2.2. Technical support via telephone and/or email as further described in the Contract

13.2.3. Access to EIVA knowledgebase

13.2.4. Access to EIVA download site and FTP site

13.3. The SMS arrangement does not constitute a warranty or guarantee of uninterrupted functionality, performance levels, or error-free operation of the Software. Nor shall it be construed as a commitment by EIVA to develop or implement new features,

functionalities, or custom enhancements not included in the Software as of the date of the Contract, unless otherwise expressly agreed in writing.

13.4. The SMS arrangement does not include or extend to training, consultancy, or general operational guidance in the use of the Software. Likewise, the arrangement excludes any support related to hardware, third-party Software, or Buyer-specific configurations. Such services, if requested, shall be subject to separate agreement and invoiced at EIVA's then-current rates on a time and material basis.

13.5. Unless expressly agreed otherwise in writing, any SMS arrangement shall be irrevocable for the full calendar year in which it is ordered. The SMS arrangement shall expire automatically on 31 December of the applicable year. EIVA may, at its discretion, offer the Buyer a renewal for the subsequent calendar year, subject to revised terms and pricing. There shall be no automatic renewal, and the Buyer shall have no expectation of continued support absent a new agreement.

14. EXPORT RESTRICTIONS

14.1. The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Software into the country of destination and for the payment of any applicable duties and levies.

14.2. All items sold by EIVA are delivered in compliance with Danish and International legislation concerning export control given the information provided by Buyer.

14.3. Buyer acknowledges that the export of the Software may be subject to export control regulations of the EU, UK and/or other applicable jurisdictions, and agrees as a condition of any Contract that the Software will not be used in contravention of the terms of any applicable governmental export control or other regulations, license, consent or permit.

14.4. It is the Buyer's responsibility to ensure compliance with both Danish and local laws regarding export control if Buyer wish to re-export the purchased items to a third party. EIVA shall not be held liable for any non-compliance by the Buyer or any third party.

14.5. The Buyer shall not be entitled to export the Software if there is any suspicion that the Software will be used in connection with military technology or purposes.

14.6. In the event that any requisite governmental licence, consent or permit or other authorisation is delayed or cannot be obtained in fulfilment of any order under the Contract, EIVA shall not be liable to the Buyer in respect of any loss, damage or other resultant financial penalty.

15. SANCTIONS

15.1. The Buyer warrants and represents that it is not a Restricted Party.

15.2. The Buyer will not use the Software:

15.2.1. in connection with chemical, biological or nuclear weapons or other nuclear explosive devices, or missiles capable of delivering such weapons, or any other military end use that is in violation of Sanctions Laws, and shall not apply or make them available to any other person for such purpose; or

15.2.2. in any manner that would constitute a violation of or would cause EIVA or its Affiliates, shareholders, officers or personnel to be in violation of or otherwise subject to penalties under, any Sanctions Laws.

15.3. The Buyer will not sell, lease or sublease, distribute, transfer, export or re-export the Software to a Restricted Party.

15.4. If the Buyer becomes a Restricted Party or EIVA reasonably believes that the Buyer has breached this clause 15, then without prejudice to any other rights or remedies that EIVA may have under the Contract or otherwise, EIVA shall be entitled to:

15.4.1. suspend performance or any of its obligations under the Contract and/or any Order without any liability to EIVA; and/or

15.4.2. terminate the Contract and/or any Order with immediate effect; and/or

15.4.3. require the Buyer to return the Software (insofar as is reasonably practicable).

15.5. EIVA shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from or is in connection with Sanctions Laws. Where, due to Sanctions Laws or export control restrictions, EIVA is unable to return Software to the Buyer, EIVA shall be entitled to store such Software at the Buyer's expense (in accordance with clause 3) or dispose of such Software at the Buyer's expense without liability to EIVA.

16. NO RE-EXPORT TO RUSSIA

16.1. The inclusion of the following clause is required by Article 12g of Council Regulation (EU) No 833/2014 (concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine), which mandates that contracts for the sale, supply, transfer, or export of products and technologies must include a contractual prohibition against re-exporting those products to Russia or for use in Russia.

16.2. The Buyer shall not sell, lease or sublease, distribute, transfer, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any products supplied under or in connection with this Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and/or The Russia (Sanctions) (EU Exit) Regulations 2019 ("Sanctioned Software").

16.3. The Buyer shall undertake its best endeavours to ensure that the purpose of clause 16 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

16.4. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of clause 16.

16.5. Any breach of clauses 16.2, 16.3 or 16.4 shall constitute a material breach of these Terms or any Contract, and EIVA shall be entitled to seek appropriate remedies, including, but not limited to termination of any Contract.

16.6. The Buyer shall immediately inform EIVA about any problems in applying clauses 16.2, 16.3 or 16.4, including any relevant activities by third parties that could frustrate the purpose of clause 16. The Buyer shall make available to EIVA information concerning compliance with the obligations under clauses 16.2,
16.3 or 16.4 within two weeks of the simple request of such information.

16.7. Where EIVA has reason to believe that any Sanctioned Software have been sold, distributed, transferred, exported or re-exported directly into the Russian Federation EIVA shall be at liberty to notify the relevant Sanctions Authorities irrespective of any obligations of confidentiality that may exist between the parties.

17. COMPLIANCE WITH LAWS

17.1. The Buyer shall:

17.1.1. Comply with all Applicable Laws, including, but not limited to, those relating to:

17.1.1.1. not engaging in any activity which could constitute bribery or corruption and shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to (i) applicable anti-corruption laws of the United States or the country of the incorporation of the Buyer or any of its parent companies; (ii) the UK Bribery Act 2010; (iii) the U.S. Foreign Corrupt Practices Act; or (iv) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's Commentaries ("Relevant Anti-Corruption Requirements");

17.1.1.2. data protection and privacy, including (i) the UK GDPR and Data Protection Act 2018; (ii) the EU General Data Protection Regulation (GDPR); (iii) the US California Consumer Privacy Act, and any other relevant US federal or state legislation; and shall implement appropriate technical and organisational measures to ensure the lawful processing of personal data under the Contract ("Relevant Data Protection Requirements").

17.1.2. act so as not to put EIVA, or its Affiliates or Representatives in breach of EIVA's anti-corruption policies and, where relevant, procedures notified from time to time ("Relevant Policies");

17.1.3. have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures to ensure compliance with the Relevant Anti-Corruption Requirements, Relevant Data Protection Requirements, and any other requirements as necessary to comply with all other Applicable Laws;

17.1.4. promptly report to EIVA if it becomes subject to any investigation, inquiry, enforcement proceedings, or

regulatory action in connection with any breach of the Relevant Anti-Corruption Requirements, Relevant Data Protection Requirements, or other Applicable Laws;

17.1.5. immediately notify EIVA (in writing) if a foreign public official becomes an officer or employee of the Buyer or acquires a direct or indirect interest in the Buyer (and the Buyer warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract);

17.1.6. from time to time if required by EIVA confirm in writing it has complied with clauses 17.1.1.1 to 17.1.7 and provide information reasonably required by EIVA in support of such compliance and provide all assistance to EIVA with any investigation in respect of the Relevant Anti-Corruption Requirements, Relevant Data Protection Requirements, or compliance with other Applicable Laws; and

17.1.7. promptly report to EIVA if it is the subject of any investigation, inquiry, or enforcement proceedings or is debarred or suspended by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Anti-Corruption Requirements, Relevant Data Protection Requirements, or compliance with other Applicable Laws.

17.2. The Buyer shall ensure that any person associated with it in connection with the Contract does so on the basis of a written contract which imposes terms equivalent to those imposed on the Buyer under this clause 17. The Buyer shall be responsible for the observance and performance of such persons, and shall be directly liable to EIVA for any breach by such persons.

17.3. Notwithstanding any other terms of the Contract and without prejudice to any accrued rights it may have under the Contract or otherwise, EIVA shall be entitled to suspend performance of the Contract in whole or in part with immediate effect if at any time the Buyer is in breach of clause 17.1 or 17.2 of the Contract or any of the events referred to in clause 17.1.1.1, 17.1.4 or 17.1.7 occur or are alleged and, in the opinion of EIVA, are prejudicial to EIVA's interests.

17.4. For the purpose of this clause 17, the meaning of "adequate procedures" and whether a person is "associated with" another person shall be determined in accordance with (i) applicable anti-corruption laws of the United States or the country of incorporation of the Buyer or any of its parent companies; (ii) the UK Bribery Act 2010 and any related guidance issued pursuant to that Act; (iii) the U.S. Foreign Corrupt Practices Act; or (iv) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's Commentaries.

17.5. The Buyer shall indemnify, defend and hold harmless and keep EIVA indemnified against all sums suffered or incurred by EIVA and its Affiliates in respect of all and any demands, liabilities, expenses, claims (including but not limited to any settlements of claims whether before or after the issue of proceedings), judgment sums (including but not limited to sums arising from consent orders or judgments), damages, direct, indirect or consequential losses, costs (including but not limited to legal and other professional costs) suffered or incurred by EIVA and its Affiliates arising out of or in connection with any breach of any of the provisions of clause 17.1 or 17.2 by the Buyer.

18. SEVERABILITY

18.1. If any provision(s) of these conditions is/are finally determined to be invalid or unenforceable, the balance of these conditions shall remain in effect. In this case the provision(s) must be replaced by such valid and enforceable provision(s) as will come as close to the purpose and legal position of the invalid or unenforceable provision(s) as possible.

19. ASSIGNMENT

19.1. EIVA shall be permitted to assign all of its rights and obligations under the Contract to any third party provided that the existing obligations are being carried out as agreed with the Buyer. The Buyer may not assign or transfer or sub-contract any of its rights, benefits or obligations under any Contract without the prior written consent of EIVA.

20. DISAGREEMENTS

20.1. Any dispute or claim arising out of or in connection with this Contract shall be governed by and construed in accordance with the laws of Denmark except for Danish choice of law rules.

20.2. Any dispute arising out of or in connection with this Contract shall be settled by the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten) as the court of first instance. However, if the Buyer is a company registered in Denmark - or if the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten) cannot be chosen as venue - any dispute arising out of or in connection with this Contract shall be settled by the District Court in Aarhus, Denmark, as the court of first instance.

21. ENTIRE AGREEMENT

21.1. The Contract and the documents referred to in it constitute the whole agreement and understanding of the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the Contract.

21.2. Each of the parties to the Contract acknowledges and agrees that:

21.2.1. in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made) or understanding of any person (whether party to the Contract or not) which is not expressly set out in the Contract; and

21.2.2. the only remedy available to it for breach of any statement, representation, warranty or other term which is expressly set out in the Contract shall be for breach of contract under the terms of the Contract.

21.3. Nothing in this clause 21 shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

21.4. The Contract and any documents, notices or communications arising under on connection with it shall be written and interpreted in the English language. If the Contract or any associated documents are translated into another language, the English version shall prevail and govern in the event of any inconsistency or dispute. All performance, correspondence and records in connection with the Contract shall be maintained in English.

22. RIGHTS OF THIRD PARTIES

22.1. No person who is not a party to a Contract has any rights under a Contract or may enforce any provision in the Contract.

APPENDIX A: DEFINITIONS AND INTERPRETATION

The following words have the following meanings in this Contract, unless the context requires otherwise.

"Affiliate"	in relation to a party, shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time, "control" shall mean the ownership of at least 50 percent (50%) of the voting share capital of such entity or any comparable equity or ownership interest.
"Agreement"	means this Agreement including all Appendices attached hereto.
"Applicable Laws"	means all laws, statutes, ordinances, rules, regulations, of any legislative, administrative, judicial or executive body with jurisdiction or apparent authority over any of the Software or Services being sold or provided under this Agreement and any activity conducted in connection herewith as all of the foregoing may be amended and applicable and in effect from time to time.
"Business Day"	means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business
"Buyer"	means the company or other person identified in the Agreement as the Buyer
"Buyer Materials"	means all and any information, specifications, plans, concepts, drawings, designs and other materials supplied by or on behalf of the Buyer, in any format.
"Confidential Information"	means any confidential information disclosed by one party concerning the business or affairs of that party or its Affiliates, including but not limited to information relating to that party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and Buyers but excludes confidential information that is already in the public domain other than by breach of a confidentiality agreement between the parties or is already known to the other party without restriction;
"Consultant - Terms and Conditions"	means the Consultant - Terms and Conditions available here EIVA webshop terms and conditions.
"Contract"	means the contract for the supply of the Software and/or the Services made between EIVA and the Buyer (whether or not signed by them), which comprises these Terms, any front sheet or other documentation (including any quotation or attached document) setting out the specific terms of the Contract, including the agreed terms of an Order or Order Confirmation, and all agreed schedules and appendices;
"Documentation"	means the Specification/s together with any manuals, operating instructions, standard operating procedures, safety guidance, data sheets and other written technical or operational documentation issued or approved by EIVA in respect of the Software, the Equipment or the EIVA Autonomy System, as updated from time to time;
"Effective Date"	means the date of the Contract.
"EIVA"	means EIVA A/S, whose registered office is Niels Bohrs Vej 17, 8660 Skanderborg, Denmark
"EIVA Autonomy System" or "EAS"	means the EIVA autonomy system, including any related Software, firmware, control logic, configurations, interfaces, documentation, operating instructions, safety guidance and updates supplied, licensed, configured or otherwise made available by EIVA under or in connection with the Contract.
"EIVA Personnel"	means the Representatives of EIVA and of its Affiliates, and any other person engaged by EIVA or its Affiliates in connection with the supply of the Software, the Equipment, the EIVA Autonomy System or the Services;
"EIVA Software"	means any Software, the Intellectual Property Rights to which are owned by EIVA or its Affiliates
"Equipment"	means tangible deliverables supplied by EIVA under a Contract, excluding Software and documentation;
"Force Majeure Event"	means an event beyond the reasonable control of a party (or any person acting on its behalf), and includes, without limitation, acts of God, severe weather conditions, storms, floods, fires, sabotage, strikes, lockouts, other industrial disputes, vandalism, riots, civil commotion or other civil unrest, the effects of legislation, regulation, refusal of export licence or any other government refusal, embargo or intervention, or other legal intervention, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources or severe transport disruption;
"Intellectual Property Rights"	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and "Intellectual Property Right" means any one of the Intellectual Property Rights;
"Order"	means an order for Software and/or Services submitted by the Buyer in accordance with these Terms;
"Order Confirmation"	means a written notification issued by EIVA stating expressly that the Order received has been accepted and will be performed, including any terms set out in such Order Confirmation;
"Prices"	means the prices of the Software and any separately priced Services, as set out or referred to in a Contract;
"Representatives"	means employees, officers, agents, consultants or sub-contractors of a party;
"Restricted Party"	means a person or entity that is listed on, or owned or controlled by a person or entity listed on, any Sanctions List, or that is otherwise a target or subject of Sanctions Laws;
"Sanctions Authorities"	means the Office of Foreign Assets Control, the US Department of Treasury, the United States Department of State, the European Commission, the Danish Ministry of Foreign Affairs (Udenrigsministeriet), HM Treasury, the UK Department of Business and Trade, Global Affairs Canada, the Canada Border Services Agency, the Australian Department of Foreign Affairs and Trade, the Monetary Authority of Singapore, the UN Security Council, and any other governmental body that administers Sanctions Laws;

“Sanctions Laws”	means all embargoes, regulations, codes, rules, decisions, directives or orders relating to and/or governing the imposition of economic, or financial sanctions or other trade embargoes imposed by any applicable Sanctions Authorities;
“Sanctions List”	means any list of embargoed countries, nations, jurisdictions, individuals or entities or other persons maintained by any applicable Sanctions Authorities or any similar list maintained or public announcement of sanctions made, by any applicable Sanctions Authorities;
“Services”	means the services listed or otherwise identified in the Contract
“Software”	means the Software and/or documentation listed or otherwise identified in, or supplied by EIVA or its Affiliates as a deliverable under the Agreement;
“Specification/s”	means the EIVA issued or EIVA approved documentation describing the Software and/or Services, including any data sheets, manuals, service descriptions, functional specifications, performance criteria, or and/or implementation protocols as may be updated from time-to-time by EIVA.
“Terms”	means the general terms and conditions set out in this document;
“Third Party Software”	means any Software the Intellectual Property Rights to which are owned by a third party other than an Affiliate of EIVA;
“Warranties”	has the meanings stated in clause 6 and “Warranty” and “Warrants” shall be interpreted accordingly;
“Warranty Period”	means the period stated as such in the Contract or if none is stated, then for EIVA Software the period of 3 (three) Months from Delivery; for the purposes of this defined term, all Warranty Periods shall end on the same day of the Month on which the Delivery Date occurred.