

## APPLICATION

1. These General Terms and Conditions of Sale ("GTCS") apply to all contracts of sale of LYNGSOE products, LYNGSOE software and/or other LYNGSOE services - collectively referred to as "Goods" hereafter, between Lyngsoe Systems A/S (*together with its affiliates, successors and assigns "LYNGSOE"*) and the customer ("Customer"). LYNGSOE and Customer are sometimes referred to herein individually as a "Party" and together the "Parties".
2. Order of Precedence: Any inconsistency in any documents relating to the purchase of the Goods shall be resolved by giving precedence in the following order: (i) the terms and conditions set forth in the contract of the agreement (including the Exhibits attached hereto); (ii) the terms and conditions set forth in this document (including the Exhibits attached hereto); (iii) provisions and text appearing on the face of the applicable Order insofar as they refer to the specific Order; and (iv) other documents, exhibits and attachments which accompany such Order.
3. If the Goods also solely or as a combination include the sale of LYNGSOE Software, the terms of the LYNGSOE End User License set forth in Appendix 1 hereto shall equally apply in addition to the terms of the GTCS. In the event of any discrepancies between the LYNGSOE End User License and the GTCS, the terms of the LYNGSOE End User License shall prevail. If the Goods are "made to order" or similarly engineered and manufactured specifically for the Customer "Engineered Goods", the terms of the LYNGSOE Terms For Engineered Goods set forth in Appendix 2 hereto shall equally apply in addition to the terms of the GTCS. In the event of any discrepancies between the LYNGSOE Terms For Engineered Goods and the GTCS, the terms of the LYNGSOE Terms For Engineered Goods shall prevail for the purpose of the Engineered Goods only.
4. No deviation from these GTCS shall be binding unless agreed in writing between LYNGSOE and the Customer.
5. LYNGSOE shall be entitled to alter these GTCS upon 14 calendar days' written notice effective for all orders that LYNGSOE receives after the expiration of the notice period. However, LYNGSOE may alter agreed payment terms and credit limits at any time and for any reason without notice.
6. Any terms and conditions contained in or delivered with the Customer's order or other document shall not be binding, and the Customer waives any right, which it otherwise might have to rely on such terms and conditions.

## DEFINITIONS

7. Order Acknowledgement in these GTCS is defined as the quotation or other communication by LYNGSOE if no Order Acknowledgement has been sent.

## QUOTATIONS, ORDERS AND ORDER ACKNOWLEDGEMENTS

8. Only a quotation in writing by email from LYNGSOE ("Quotation") is binding on LYNGSOE. Quotations are open for acceptance in writing by email to LYNGSOE by

the Customer for 15 business days from the date of the Quotation unless otherwise stated in the Quotation.

9. Any order(s) placed by the Customer and any acceptance(s) of Quotation(s) by the Customer shall bind LYNGSOE, provided the order(s) or acceptance(s) of Quotation(s) was/were placed in writing by email or by return-mail to LYNGSOE, and provided the order(s) or acceptance(s) of Quotation(s) was/were confirmed in writing by LYNGSOE within 15 business days from the date of receipt by LYNGSOE.
10. If the terms and conditions related to delivery time, quantity, price, payment terms, delivery clause, delivery by instalments or other matters stated in LYNGSOE's Quotation or Order Acknowledgement vary from the Customer's order(s) or acceptance(s) of Quotation(s) and the Customer wants to reject these variations, the Customer must notify LYNGSOE to that effect within 5 business days of the date of receipt of the Order Acknowledgement, failing which the Customer shall be deemed to have accepted the terms and conditions set out in the Quotation or Order Acknowledgement, which shall constitute a binding commitment between the Parties.

## DELIVERY. TRANSFER OF RISKS

11. LYNGSOE retains title to the Goods until the purchase price has been paid in full.
12. Absent any delivery clause in the Order Acknowledgement to the contrary, delivery shall be deemed to have occurred ex works LYNGSOE, Aars.
13. The Customer shall be ready for and accept delivery at the delivery date stated in the Order Acknowledgement or other communication from LYNGSOE. If the Customer is not ready, delivery is deemed to have occurred at the delivery date stated in the Order Acknowledgement or other communication. Notwithstanding any agreed delivery clause, LYNGSOE shall be free to select the carrier and mode of transportation.
14. If the Goods are transported from LYNGSOE's warehouse by or on behalf of LYNGSOE, the Customer must, when the Goods arrive at the destination, in order to get the Goods released by the carrier sign the accompanying delivery note. If any Goods are visibly damaged, the Customer must give details thereof on the delivery note and must file a claim with the carrier and with LYNGSOE in writing via email within 24 hours. Failing to do so the Customer shall be deemed to have waived any rights which the Customer might have in respect of the damaged Goods.
15. The Customer must thoroughly examine all Goods immediately upon delivery for the purpose of ascertaining whether the Goods are defect or inconsistent with the data in the Order Acknowledgement (the "Examination"). The Customer shall be deemed to have accepted the Goods irrespectively of inconsistency with the data in the Order Acknowledgement, which the Customer discovered or ought to have discovered during the Examination, if the Customer has not notified LYNGSOE to the contrary in writing via email within 5

business days after the delivery time as stated in the Order Acknowledgement or other communication from LYNGSOE.

16. Except where otherwise specified, Quotations and/or Order Confirmations do not include delivery of installation materials or mechanical and electrical assembly or commissioning of the Goods ("Installation Services"). In the event that the Customer requests Installation Services to be carried out by the LYNGSOE Service Department, such Installation Services will be invoiced at the then-current rates for same. In the performance of the Installation Services, LYNGSOE shall only be liable for damages that occur as a result of gross negligence or wilful misconduct on the part of LYNGSOE.

#### **DELIVERY DELAY**

17. Should LYNGSOE not be able to deliver by the delivery time as stated in the Order Acknowledgement or other communication from LYNGSOE, LYNGSOE shall as soon as possible notify the Customer to that effect and at the same time state when delivery is expected to take place. If delivery is expected to take place more than, or has not taken place within 14 business days after the delivery time as stated in the Order Acknowledgement, and the delay is caused by circumstances for which LYNGSOE is responsible, the Customer shall be entitled to reject the Goods by notifying LYNGSOE to that effect within 3 business days after receipt of LYNGSOE's notification or the expiration of the 14 business days, whichever comes first. If the Customer does not notify LYNGSOE, the Customer shall be deemed to have waived the right to reject the Goods. *Except as stated in this Clause 16, the Customer is not entitled to raise any other claims in the event of delayed delivery, whether claims for damages based on negligent acts/omissions or otherwise.*

#### **WARRANTY. PRODUCT LIABILITY**

18. Subject to the conditions of Clauses 17-22, LYNGSOE warrants that finished Goods will be free from defects in materials and workmanship under normal use of the Goods in the industry for a period of 12 months from the delivery time as stated in the Order Acknowledgement and that spare parts will be free from defects in materials and workmanship under normal use of the spare parts in the industry for a period of three months from the delivery time as stated in the Order Acknowledgement.
19. Any warranty claim by Customer based on any defect in finished Goods or spare parts, which defect the Customer discovered or ought to have discovered during the Examination, shall be notified in writing via email to LYNGSOE within 5 business days after the delivery time as stated in the Order Acknowledgement or where the defect could not reasonably have been discovered during the Examination, within 7 business days after manifestation of the defect, failing which the Customer shall be deemed to have accepted the finished Goods or spare parts as non-defective. Warranty claims notified by Customer to LYNGSOE after the expiration of the warranty term stated in Clause 17 are not accepted.
20. Where any valid warranty claim is notified to LYNGSOE in accordance with the terms of Clause 17 and approved by LYNGSOE in writing (which approval shall not be

unreasonably withheld), LYNGSOE shall fulfil its warranty obligations as follows: (i) If Customer can be reasonably expected to be able to repair the defect, if necessary with support from the technical support of LYNGSOE's Service Department, LYNGSOE may fulfil its warranty obligations by sending the necessary replacement parts to Customer free of charge; (ii) If Customer cannot be reasonably expected to be able to repair the defect, LYNGSOE shall repair or replace the defective finished Goods or spare parts, subject to the Customer assigning to LYNGSOE all property rights to such defective finished Goods or spare parts; replacement Goods or spare parts will be new, equivalent to new or re-conditioned; or (iii) If none of the foregoing remedies are commercially viable in LYNGSOE's sole judgment, LYNGSOE may opt instead to refund to Customer the net purchase price paid by Customer for the defective finished Goods or spare parts less reasonable depreciation of the value due to use or age, subject to the Customer assigning to LYNGSOE all property rights to such defective finished Goods or spare parts. The Customer shall, within 10 business days of the defective finished Goods or spare part being replaced, enquire at LYNGSOE's Technical Support and Service department, if the Customer shall return to LYNGSOE replaced defective finished Goods or spare parts or destroy same and may not return such finished Goods or spare parts to LYNGSOE, unless LYNGSOE's Technical Support and Service department has authorized the return in writing. LYNGSOE shall assume all responsibility and expense for freight and freight insurance, unless the warranty claim is not valid in LYNGSOE's reasonable judgment and Customer shall assume all responsibility and expense for dismantling, removal, re-installation and duties in connection with the foregoing.

21. The warranties contained herein shall not extend to any finished Goods or spare parts from which any serial number has been removed or which have been damaged or rendered defective (a) as a result of wilful or accidental damage, negligence, misuse or abuse; (b) due to water or moisture, lightning, windstorm, abnormal voltage, harmonic distortion, dust, dirt, corrosion or other external causes; (c) by operation outside the specifications contained in the user documentation; (d) by the use of spare parts not manufactured or sold by LYNGSOE or by the connection or integration of other equipment or software not approved by LYNGSOE; (e) by modification, repair or service by anyone other than LYNGSOE, who has not applied for and been approved by LYNGSOE to do such modification, repair or service; (f) due to procedures, deviating from procedures specified by LYNGSOE; or (g) due to failure to store, install, test, commission, maintain, operate or use finished Goods and spare parts in a safe and reasonable manner and in accordance with LYNGSOE's instructions.
22. None of the warranties contained herein shall apply, unless the total purchase price for the defective finished Goods or spare parts has been paid by the due date for payment.
23. Customer shall have no other remedies in connection with defective finished Goods or spare parts than the rights granted pursuant to Clauses 17-20. Except as set

forth in the express warranties contained herein, LYNGSOE makes no conditions, warranties, representations, express or implied, in fact or in law, including, but not limited to, any warranties of satisfactory quality, merchantability or fitness for a particular purpose or any warranties arising out of usage or trade, all of which are expressly excluded to the fullest extent permissible by applicable law.

24. The warranties contained herein apply only to the original purchaser and are not assignable or transferable to any subsequent purchaser or end-user. If goods or services are sold via a partner, the partner must include these GTCS as part of his contract with the Customer. Failing to do so will fall under this clause 23 and the warranties will be rendered moot.

25. *To the extent not contrary to applicable mandatory legislation, LYNGSOE shall only be liable for damage to property and for personal injuries caused as a consequence of defects in the finished Goods or spare parts delivered (product liability) to the extent that it is documented that such defect arose due to LYNGSOE's default or negligent errors or omissions.*

#### RETURN OF GOODS. CANCELLATION OF ORDERS

26. Goods may not be returned to LYNGSOE, unless LYNGSOE has authorized the return in writing. Where LYNGSOE has authorized the return of Goods, the Customer shall follow the guidelines for returns issued by LYNGSOE from time to time.

27. Any order(s) placed by the Customer and any acceptance(s) of Quotation(s) by the Customer are binding on the Customer and cannot be cancelled by the Customer unless LYNGSOE agrees. LYNGSOE therefore retains the right to charge the Customer in full for any and all order(s) placed and for any and all acceptance(s) of Quotation(s).

#### PRICE AND PRICE REGULATION

28. Unless otherwise stated in LYNGSOE's Order Acknowledgement, all purchase prices exclude any sales, use, excise, value added or other taxes or duties imposed by any governmental authority. The rate of any taxes or duties will be that applying at the time of invoicing.

29. Annual fees are regulated yearly at the beginning of the year according to the Danish index for salaries in the IT and communications sector. However the minimum regulation is 2% per year.

#### PAYMENT. PAYMENT DELAY AND FEES

30. The purchase price as specified in LYNGSOE's Order Acknowledgement is payable according to the payment terms specified in the Order Acknowledgement. In the absence of payment terms in the Order Acknowledgement, delivery will only take place after payment has been received in full.

31. In the event that the Customer should remain in arrears with payments to LYNGSOE for any reason for 10 business days or more, LYNGSOE shall be entitled to:

- a) Invoice a reminder fee of EUR 14 (DKK 100 for Danish customers) as well as an administration fee of minimum 40€ and claim interest at the rate of 2% per month, as from the due date and until payment is made;

In case the Customer still after reminder should remain in arrears with payment LYNGSOE shall be entitled to:

- b) Terminate the Order Acknowledgement and/or any other contracts of sale and demand immediate return of all unpaid Goods, delivered to the Customer, at the Customer's expense;
- c) Suspend delivery of the Order Acknowledgement and/or any other contracts of sale for future delivery;
- d) Keep any Customer property in LYNGSOE's possession as a lien;
- e) Sell the Goods to a third party and claim from the Customer damages for any loss suffered.

At the request of Customer, LYNGSOE shall in writing inform the Customer of its decision to assert any of the above rights but shall not be required to give any notice.

32. LYNGSOE may use all monies received from the Customer towards payment of any part of any debt owing by the Customer at LYNGSOE's sole discretion irrespective of any instructions to the contrary by the Customer.

33. Additional fees apply in the following situations:

- a) If the customer doesn't accept electronical invoices (e-mails, EDI etc.), Lyngsoe can to the agreed price add an invoice fee of EUR 20 per invoice.
- b) If the customer demands onsite service that isn't a part of the agreed service contract, LYNGSOE can add to the invoices a 1,5% Environment fee.

#### INTELLECTUAL PROPERTY RIGHTS INFRINGEMENTS

34. To the best of LYNGSOE's knowledge, Goods delivered by LYNGSOE to the Customer do not infringe any third party intellectual property rights. However, LYNGSOE does not make any warranty to that effect. Moreover, LYNGSOE shall have no liability for any claim of infringement which is based on the use of the Goods other than as authorised by LYNGSOE and in a manner for which they were designed. In the event that Goods or any part(s) thereof are held by a court of competent jurisdiction, not subject to appeal, to infringe a third party's intellectual property right, proprietary right or contractual right, LYNGSOE shall in its sole discretion (a) procure for the Customer and the Customers' customers the right to continue to use the Goods; (b) replace the Goods with non-infringing Goods, subject to the Customer assigning all property rights to such Goods to LYNGSOE; (c) modify the Goods, or, where modification does not require any special knowledge, provide the Customer with parts enabling him to modify the Goods at his own expense, to avoid infringement; or (d) recall the Goods. If LYNGSOE decides to recall the Goods, LYNGSOE shall, if the Goods were delivered to the

Customer within the immediately preceding two year period, refund the purchase price for the Goods to the Customer less a reasonable depreciation due to age, use, and condition, subject to the Customer assigning all property rights to such Goods to LYNGSOE. If the Goods were delivered to the Customer before the immediately preceding two year period, LYNGSOE shall not be obligated to make any refund.

35. The above constitutes LYNGSOE's maximum liability in respect of Clause 31 herein, and the Customer shall limit his liability towards his customers accordingly.

#### LIMITATION OF LIABILITY

36. In no event shall LYNGSOE be liable in tort, contract or otherwise (including negligence) to compensate the Customer for any business interruption, loss of (anticipated) profits, revenue, business, contracts or (anticipated) savings, costs of procurement of substitute Goods or services or any other special, indirect or consequential loss or any punitive damages.
37. LYNGSOE's total liability under any cause of action shall not exceed the amounts received by LYNGSOE from the Customer pursuant to the Order Acknowledgement giving rise to the liability. However, in regard specifically to LYNGSOE's total liability for damages caused by defects in the Goods delivered (Product Liability), such liability shall in no event - regardless of whether such damages are arising in contract, tort, negligence or otherwise - exceed DKK 2 million per damage/DKK 20 million per year.
38. *In the event that LYNGSOE incurs liability towards a third party with respect to Goods delivered or services provided to the Customer, including in respect of product liability and intellectual property rights infringement, the Customer is obliged to indemnify LYNGSOE to the extent that LYNGSOE's liability is limited under the provisions stipulated above.*

#### CONFIDENTIAL INFORMATION AND NON-DISPARAGEMENT

39. Customer will diligently preserve the confidential information and intellectual property of LYNGSOE, including but not limited to, information about the LYNGSOE Products, such as performance, method of use, installation process, pricing and all such information that is designated as confidential or that by its nature would reasonably be expected to be kept confidential ("Confidential Information") and will exercise at least such care as Customer employs to preserve the confidentiality of its own Confidential Information, but not less than reasonable care. Customer may not disclose any Confidential Information of LYNGSOE to any third party or use it for any purpose other than in connection with these GTCS. Confidential Information does not include information that (a) was known to Customer without restriction prior to the receipt of the Confidential Information from LYNGSOE; (b) is received by Customer without restriction independently of LYNGSOE; (c) was generally known to the public prior to disclosure to the Customer; or (d) becomes generally known to the public through no fault of Customer.

#### ONSITE SERVICES

40. If LYNGSOE performs any onsite activities the working conditions for the LYNGSOE employees must adhere to the current EU directives on safety and health at work.
41. If these conditions are not met LYNGSOE has the right to:
- Stop the work and send the employee home.
  - Invoice the Customer any additional expenses that arise due to the untimely stoppage. Including but not limited to replanning the project, additional travel cost, additional travel time, rebooking fee, etc.
  - Invoice the remaining hardware if the onsite activity was to conclude a HW delivery.
42. Any delays that occur as a consequence of clause 40 will not count as a delay on LYNGSOE's part.

#### PROPRIETARY NOTICES

43. Customer agrees to maintain, not remove, conceal, destroy, or reproduce on all copies of the LYNGSOE Products, any names, logos, copyright notices, trademarks, other proprietary markings and confidential legends that appear on the LYNGSOE Products.

#### WAIVER OF BREACH

44. No waiver by a party of any breach of these GTCS will constitute a waiver of any other breach of the same or other provisions of these GTCS.

#### GENERAL

45. *The GTCS and all contracts of sale of Goods, including but not limited to, any and all Order Acknowledgement, between LYNGSOE and the Customer shall be exclusively governed by and construed in accordance with the laws of the Kingdom of Denmark without application of that country's conflict of law principles (no renvoi). The Parties submit to the exclusive jurisdiction of Danish courts. If a third party files a claim against one of the Parties for damages on product liability or intellectual property rights infringements, this Party shall immediately inform the other Party thereof. The Parties are mutually obliged to let themselves be summoned to appear before a court of justice / arbitration that hears such claim for damages. The mutual relationship between LYNGSOE and the Customer shall however be resolved in accordance with the provisions of this Clause.*
46. The invalidity, unenforceability or illegality of any term, condition or stipulation in the GTCS shall not affect the validity, enforceability or legality of the remaining terms, conditions and stipulations of the GTCS.
47. Except as provided herein, any required or permitted notices hereunder must be given in writing at the registered address of each Party, or to such other address as either Party may notify to the other Party by written notice in the manner contemplated herein, by one of the following methods: electronic mail, hand delivery, or registered mail.
48. Non-performance of either Party shall be excused to the extent that performance is rendered impossible by strike, lock-out, fire, severe weather, flood, earthquake,

# General Terms and Conditions of Sale

terrorism, war, acts of God, governmental acts, failure of suppliers or carriers for any reason or any other reasons beyond the reasonable control of the non-performing party.

## **WEEE**

With reference to Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (WEEE) and any applicable amendments thereto or substitutions thereof, all Customers who purchase electrical and electronic equipment from LYNGSOE within the European Union are responsible for providing means of waste disposal and scrapping of such equipment in accordance with applicable national law.

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## **APPENDIX 1**

### **LYNGSOE END USER LICENSE AGREEMENT**

*This End User License Agreement ("Agreement") constitutes a valid and binding agreement between Lyngsoe Systems A/S, (together with its affiliates, successors and assigns "LYNGSOE") and you ("you," or "your") for the use of the LYNGSOE Software, as the term is defined below. You must enter into this agreement in order to install and use LYNGSOE Software.*

**BY INSTALLING AND USING THE LYNGSOE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE LYNGSOE SOFTWARE**

#### **1. LICENSE GRANT**

Subject to the terms of this Agreement, LYNGSOE hereby grants you a limited, non-exclusive, non-sublicensable, non-assignable license to download, install and use a single copy of the LYNGSOE Software, including any online or enclosed documentation, data distributed to your network for processing and any future programming fixes, updates and upgrades provided to you (collectively, the "LYNGSOE Software"), onto a network server or computer workstation for your sole use to install, interact with and utilize the LYNGSOE Software, including the content and features contained therein. LYNGSOE software also includes any code embedded in LYNGSOE hardware as well as any hardware configurations delivered by LYNGSOE. This license may not be shared, transferred to or used concurrently on different servers or workstations. You may make a single back-up copy of the software for archival purposes.

Customer acknowledges and agrees that its rights under this EULA do not include rights to source code. In its exercise of the rights granted under this EULA, Customer agrees not to take any action that would result in any requirement to disclose or make available to other parties the Licensed Software in source code format.

#### **2. LICENSE RESTRICTIONS**

(a) Notwithstanding anything to the contrary, you may not: (i) remove any proprietary notices from the LYNGSOE Software or any copy thereof; (ii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling or disassembling or hacking of the LYNGSOE Software; (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the LYNGSOE Software, including, without limitation, through sublicense, to any other entity without the prior written consent of LYNGSOE; (iv) use the LYNGSOE Software in any way that would violate any applicable law, regulation or ordinance; Furthermore, you may not use the LYNGSOE Software to develop, generate, transmit or store information that: (A) infringes any third party's intellectual property or other proprietary right; (B) is defamatory, harmful, abusive, obscene or hateful; (C) in any way obstructs or otherwise interferes with the normal performance of another person's use of the LYNGSOE Software, (D) performs any unsolicited commercial communication not permitted by applicable law; (E) harasses or violates privacy or threatens other people or groups of people; and (F) impersonates any other person, or steals or assumes any person's identity (whether a real identity or online nickname or alias).

(b) The LYNGSOE Software contains confidential and trade secret information owned or licensed by LYNGSOE, and you agree to take reasonable steps at all times to protect and maintain the confidentiality of such information.

(c) The LYNGSOE Software may be incorporated into, and may incorporate, technology, software and services owned and controlled by third parties. Use of such third party software or services is subject to the terms and conditions of the applicable third party license agreements, and you agree to look solely to the applicable third party and not to LYNGSOE to enforce any of your rights. All modifications or enhancements to the LYNGSOE Software remain the sole property of LYNGSOE. LYNGSOE reserves the right to add additional features or functions to the LYNGSOE Software. When installed on your server, the LYNGSOE Software periodically communicates with LYNGSOE servers. LYNGSOE may at times use this data for statistical purposes such as service level agreements compliance, sales and marketing material, etc. You acknowledge and agree that LYNGSOE has no obligation to make available to you any subsequent versions of its software applications.

#### **3. PERMISSIONS TO UTILIZE**

In order to receive the benefits provided by the LYNGSOE Software, you hereby grant permission for the LYNGSOE Software to utilize the hardware on which the software is installed and your network. You understand that the LYNGSOE Software will protect the privacy and integrity of your hardware resources and communication and ensure the unobtrusive utilization of your hardware resources to the greatest extent possible.

#### **4. PROPRIETARY RIGHTS**

The LYNGSOE Software contains proprietary and confidential information of LYNGSOE, including copyrights, trade secrets and trademarks contained therein, which are protected by international copyright laws. Title to and ownership of the LYNGSOE Software, including without limitation all intellectual property rights therein and thereto, are and shall remain the exclusive property of LYNGSOE and its suppliers, and except for the limited license granted to you, LYNGSOE reserves all right, title and interest in and to the LYNGSOE Software. You shall not take any action to jeopardize, limit or interfere with LYNGSOE's ownership of and rights with respect to the LYNGSOE Software. You acknowledge that any unauthorized copying or unauthorized use of the LYNGSOE Software is a violation of this Agreement and copyright laws and is strictly prohibited.

#### **5. TERMS AND TERMINATION**

(a) This Agreement will be effective as of the date you accept this Agreement, install the software or receive the software, whichever comes first, thereby expressly agreeing to the terms and conditions set forth herein, and will remain effective until terminated.

(b) LYNGSOE may terminate this Agreement if you do not comply with the terms and conditions of this agreement by providing notice to you and/or preventing your access to the LYNGSOE Software.

(c) Lyngsoe may terminate this EULA if End User materially breaches this EULA and fails to cure such breach within thirty (30) days of written notice of such breach by Lyngsoe. In addition, Lyngsoe may terminate this EULA if (i) End User becomes insolvent or makes an assignment for the benefit of End User's creditors; or (ii) a receiver is appointed or a petition in bankruptcy is filed with respect to End User and such petition is not dismissed within thirty (30) days

(d) Termination of the EULA does not affect the Customer's obligation to pay for services rendered up to and including the date of the termination. LYNGSOE retains the right to seek compensation for lost revenue or cost incurred as a result of termination regardless of the reason for the termination.

(e) Upon termination of this Agreement for any reason (i) all licenses and rights to use the LYNGSOE Software shall terminate and you must remove the LYNGSOE Software from your server equipment and dispose of all originals and copies of the LYNGSOE Software in your possession, and (ii) Sections 2, 4, and 6 through 11 shall survive such termination.

## 6. YOUR REPRESENTATIONS AND WARRANTIES

(a) You represent and warrant that (i) you possess the legal right and ability to enter into this Agreement and to comply with its terms, (ii) you will use the LYNGSOE Software for lawful purposes only and in accordance with this Agreement and all applicable laws, regulations and policies, (iii) you will not attempt to decompile, reverse engineer or hack the LYNGSOE Software to defeat or overcome any encryption and/or other technical protection methods implemented by LYNGSOE with respect to the LYNGSOE Software and/or data transmitted, processed or stored by LYNGSOE or other users of the LYNGSOE Software, (iv) you will not take any steps to interfere with or in any manner compromise any of LYNGSOE security measures, any other individual's or entity's computer on the Network and/or otherwise sharing Services, (v) you will always provide and maintain true, accurate, current and complete information as requested by LYNGSOE, and (vi) you will only use the LYNGSOE Software on computer equipment on which such use is authorized by the computer's owner.

(b) You agree that you will not use any automatic or manual device or process to interfere or attempt to interfere with the proper working of the LYNGSOE Software, except to remove the LYNGSOE Software from computer equipment of which you are an owner or authorized user in a manner permitted by this Agreement. You may not violate or attempt to violate the security of the LYNGSOE Software. LYNGSOE reserves the right to investigate occurrences which may involve such violations, and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

(c) Customer will not, and will not allow any third party to, reproduce or otherwise make copies of any portion of the LYNGSOE Products, distribute copies of, tamper with, modify, decompile, disassemble, derive the source code or otherwise reverse engineer or attempt to obtain the source code or internal design of the Hardware and embedded software, or create derivative works of the LYNGSOE Products, for any purpose whatsoever (collectively, "Restricted Acts").

(d) If LYNGSOE has reasonable grounds to suspect that your representations, warranties or promises may be inaccurate or breached, LYNGSOE may terminate this license, deny any or all use of the LYNGSOE Software, and pursue any appropriate legal remedies.

## 7. INDEMNITY

You agree to indemnify, hold harmless and defend LYNGSOE and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents and network service providers at your expense, against any and all third-party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by LYNGSOE arising out of or relating to your (a) violation or breach of any term of this

Agreement or any policy or guidelines referenced herein, or (b) use or misuse of the LYNGSOE Software.

## 8. DISCLAIMER OF WARRANTIES

(a) THE LYNGSOE PRODUCTS ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY LYNGSOE, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE LYNGSOE SOFTWARE, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. LYNGSOE FURTHER DOES NOT REPRESENT OR WARRANT THAT THE LYNGSOE SOFTWARE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, ERROR-FREE, OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES LYNGSOE WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

(b) YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE LYNGSOE SOFTWARE REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW.

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## 9. LIMITATION OF LIABILITY

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You acknowledge and agree that by clicking on the button labelled "SUBMIT", "DOWNLOAD", "I ACCEPT" or such similar links or methods as may be designated by LYNGSOE to download the LYNGSOE Software to accept the terms and conditions of this Agreement, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH

THE LYNGSOE SOFTWARE. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

## **11. GENERAL PROVISIONS**

LYNGSOE reserves all rights not expressly granted herein. LYNGSOE may modify this Agreement at any time by providing such revised Agreement to you or posting the revised Agreement on its website located at [www.lyngsoesystems.com](http://www.lyngsoesystems.com). Your continued use of the LYNGSOE Software shall constitute your acceptance of such revised Agreement. You may not assign this Agreement or any rights hereunder. Nothing in this Agreement shall constitute a partnership or joint venture between you and LYNGSOE. Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect. The failure of LYNGSOE at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing. This Agreement shall be governed by and construed in accordance with the Danish laws without regard to its conflict of law rules. Any legal proceeding arising out or relating to this Agreement will be subject to the exclusive jurisdiction of any court of Denmark and you irrevocably consent to the jurisdiction of such courts. The terms set forth in this Agreement and any related service agreements constitute the final, complete and exclusive agreement with respect to the LYNGSOE Software and may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms. LYNGSOE may at its sole discretion assign this Agreement to a subsidiary or sister company, without giving prior notice. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CONTINUING TO INSTALL THE LYNGSOE SOFTWARE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO LYNGSOE THE RIGHTS SET FORTH HEREIN.

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## **APPENDIX 2**

### **LYNGSOE TERMS FOR ENGINEERED GOODS**

In the event that the Goods referred to in the GTCS are "made to order" ("Engineered Goods"), the following conditions shall apply in addition to the applicable terms of the GTCS and any written agreement between the parties regarding such Engineered Goods.

#### **1. Tools**

1. Any auxiliary models, tools, models, moulds etc. (hereinafter referred to as "Tools") produced or manufactures by LYNGSOE whilst completing the contractually agreed work do not constitute an integral part of the work performance of developing and/or manufacturing the Engineered Goods, and will remain the property of LYNGSOE. LYNGSOE will store the Tools for a period of 6 months following acceptance of the Engineered Goods by the Principal, without acknowledging any legal obligation in this respect.

#### **2. Acceptance and Tests**

Insofar as the Engineered Goods calls for an approval test, this test must be carried out without undue delay on the part of the Customer. Should the Customer fail to approve the Engineered Goods within 14 days of notice of completion and/or delivery, the Engineered Goods will be considered to have been duly approved and accepted, provided that during this period there has been no complaint of any defect which would impede acceptance. A partial approval test may, in accordance with the above-mentioned provisions, be requested for independent partial performances.

#### **3. Inventions**

In the event of any inventions which might lead to industrial property rights arising as a result of the contractually agreed work for the Engineered Products, then the only party entitled to register such intellectual property rights will be the party whose employees or agents have made the invention. If, in the context of the contractually agreed work for the Engineered Products, inventions are made in which the employees or agents of more than one party are involved (hereinafter referred to as "Joint Inventions"), then separate arrangements will be made in each individual case to decide who is to register any intellectual property rights and where.

Registration may also be made jointly, in which case each party will bear the proportion of the costs commensurate with its share in the invention. In the event of Joint Inventions or joint property rights and/or copyrights, each party is entitled, at any time, to waive its share in favour of the other party. The party waiving such rights will, in a timely manner, make any provisions and arrangements necessary to enable the other party to protect its interests.

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