



TRIMIT

Appendix 3:
End User License Agreement

TABLE OF CONTENTS

1. Scope of the End User License.....	3
2. Definitions.....	3
3. Property rights.....	3
4. Use of the Software.....	4
5. Assignment.....	5
6. Infringements of Third Party Rights.....	5
7. Errors and defects.....	5
8. Termination.....	6
9. Liability of the Licensee.....	6
10. Limitation of liability.....	6
11. Changes of this Agreement.....	7
12. Validity.....	7
13. Applicable Law, Venue and Jurisdiction.....	7

1. SCOPE OF THE END USER LICENSE

- 1.1 Trimit A/S (hereafter referred to as Trimit) hereby grants to the Licensee a perpetual, non-assignable and non-exclusive right of use as described herein to the version of the product delivered by Trimit (hereafter called the Software) including the documentation pertaining thereto. The right of use is applicable for the number of users, for whom the Licensee has duly acquired a license.
- 1.2 The Software is a standard product. It shall be the sole responsibility of the Licensee to ensure that the functions in the Software fulfill the requirements and expectations of Licensee.
- 1.3 The Licensee's right of use to the Software requires that the Licensee has duly entered into a contract with one of Trimit's Partners for acquisition of license right to the Software and number of users in use by the Licensee and furthermore, that such license has been duly paid for. These terms and conditions apply in conjunction with such contract.
- 1.4 The Licensee is obliged to enter into an update agreement with Trimit in accordance with the separately specified terms and conditions therefore.

2. DEFINITIONS

- 2.1 Partner shall mean the authorized distributor of Trimit from whom the Licensee has purchased this End User License.
- 2.2 Day shall mean calendar day.
- 2.3 Working day shall mean Monday to Friday, except from national holidays in Denmark, Christmas Day, 31st of December and Construction Day in Denmark.

3. PROPERTY RIGHTS

- 3.1 Trimit and its licensors hold full property rights to the Software and all data enclosed in it, including, but not limited to, copyright, trademark right and other rights, titles and interests in the Software. Trimit however does not gain any property rights to data that is stored by the Licensee in the Software after delivery.
- 3.2 Unless it is necessary for the Licensee's purposive use of the Software, the Licensee is not permitted to publish the Software without the explicit, written consent of Trimit. This applies also to any documentation delivered by Trimit.
- 3.3 The Licensee is allowed to make changes in the Software; however Trimit is not liable for such changes, as defined in section 10.1.
- 3.4 The Licensee may copy the Software as necessary for the running and safety of the Software. The provisions in these terms and conditions equally apply for such copies. Licensee may furthermore copy the Software as stated in mandatory statutory provisions if any.
- 3.5 The Licensee may not reverse engineer, decompile or disassemble the Software except when otherwise allowed by mandatory statutory provisions. The Licensee shall always notify Trimit in advance of such acts.
- 3.6 Upon an infringement of Trimit's copyright and/or property right Trimit shall be entitled to terminate this Agreement for cause with immediate effect, as per section 8.2.

4. USE OF THE SOFTWARE

- 4.1 The Software is considered to be in use when it has been loaded into a computers temporary memory (RAM or similar) or into a permanent memory (hard disk or similar).
- 4.2 The Licensee acknowledges that the use of some parts of the Software may require connection to the Internet.
- 4.3 The End User License only includes the functionality and the number of users, for which the Licensee has duly acquired license.
- 4.4 The End User License includes the use of the Software for the number of named users within one legal entity only, being the undertaking of the Licensee which is mentioned in the contract between the Licensee and Trimit's Partner. The undertaking of the Licensee is defined by its unique company registration number or code, Tax Identification Number (TIN) or Employer Identification Number (EIN).
- 4.5 This End User License includes use of the Software in one or more of the subsidiaries of the Licensee, only if the Licensee has entered into a specific agreement on acquisition of right of use for one or more of the Licensee's subsidiaries. A subsidiary is defined as a company, where the Licensee holds more than half of the owner's shares. The subsidiaries of the Licensee are defined by their unique company registration number or code, Tax Identification Number (TIN) or Employer Identification Number (EIN).
- 4.6 The Licensee may acquire a test license before or after entering into a contract with a Partner of Trimit. The test license allows the Licensee to install the Software on multiple developments and/or test environments according to the Licensee's needs. Test license is given specifically and solely for testing purposes. These terms and conditions shall apply correspondingly for the test license. Test license may be used within the undertaking of the Licensee, as defined in section 4.4.
- 4.7 If the Software is used in connection with a Microsoft Dynamics 365 Business Central installation, the End User License is limited to an ancillary Microsoft Dynamics 365 Business Central license, which is defined by a Microsoft Dynamics 365 Business Central license number.
- 4.8 If the End User License includes TRIMIT and functionality beyond data capture and portal, the End User License is given per named user. The number of users must always equal the number of users on the ancillary Microsoft Dynamics 365 Business Central license.
- 4.9 ConnectPortal gives the Licensee right to use for one SQL database connection only. For scaling with use of more database connections the Licensee must acquire a similar number of licenses.
- 4.10 ConnectPortal connects through web services. For scaling, depending on the specific end customer scenario and setup, additional named users for Microsoft Dynamics 365 Business Central and TRIMIT may be required.
- 4.11 Should the Licensee use the Software, including any documentation, for users not included in the license, Trimit may charge the Licensee a penalty amounting to Trimit's list price for the unpaid End User License in addition to charging the unpaid license amount. Penalty and license fee shall be calculated at list price of the End User License at the time Trimit becomes aware of the unauthorized use of the Software and/or documentation.

- 4.12 The Licensee alone is responsible for back up of all data, configurations and settings stored in the Software.

5. ASSIGNMENT

- 5.1 The Licensee shall have no right to sell, rent out, lend, lease, sublicense, transfer or otherwise assign rights and obligations given under this Agreement without Trimit's prior consent in writing. Any assignment shall not be legal without Trimit's prior consent in writing. Assignment also includes transfer or adoption in connection with a merger, demerger, outsourcing and similar events or activities within and outside the group of companies to which the Licensee belongs.
- 5.2 If Licensee has the permission of Trimit to assign the license, the party receiving the End User License must as a minimum accept the terms and conditions of the End User License as was agreed to herein between the original Licensee and Trimit.
- 5.3 If the Licensee assigns the Software, including any documentation, in conflict with the provisions above, Trimit may terminate this Agreement with immediate effect, as described in section 8.
- 5.4 Trimit may at any time in full or in part assign its rights and obligations under this Agreement to any third party.

6. INFRINGEMENTS OF THIRD PARTY RIGHTS

- 6.1 Trimit warrants that it has the right to license the Software, including any documentation, to the Licensee, and that Trimit holds the necessary rights, titles and licenses to allow the Licensee to perform all rights contemplated by this Agreement, and that the Software does not infringe any third party's right that is valid within and enforceable in the Kingdom of Denmark.
- 6.2 The above implies that the representation and warranty stated in this clause shall not apply to infringements or misappropriations resultant from modifications of the Software, including any documentation, by the Licensee, or the Licensee's operation or use of the Software with devices, data or software furnished by the Licensee.
- 6.3 Trimit has right and obligation to remedy defects consisting of infringement of third party rights. If Trimit does not remedy such infringement within reasonable time, given that reasonable time is never less than 40 working days, the Licensee may terminate this End User License Agreement for cause. The liability for infringements of third party rights cannot exceed the limitations of liability mentioned in section 10, including, but not limited to, section 10.4.

7. ERRORS AND DEFECTS

- 7.1 The Software delivered under this Agreement is a standard product, and the Licensee is aware that no software product is faultless in all situations and combinations.
- 7.2 Trimit SHALL not BE liable for any defects. This Agreement includes neither WARRANTY AGAINST DEFECTS, NOR any warranty of fitness OR SUITABILITY for a particular purpose.
- 7.3 Immediately after a reproducible error or defect is discovered or should be discovered the Licensee must give notice to Trimit's Partner, with which the Licensee is cooperating at the time of the notification. Upon notification the Licensee must specify the error or defect.

- 7.4 Trimit shall use its best endeavors to remedy errors and defects which are reproducible in the standard database of Trimit. Trimit shall attempt to remedy such errors or defects, which are of essential, significant importance for the running of the Software. Trimit will begin remedying an error or defect as soon as possible after Trimit has received notification of the error or defect from Trimit's Partner.
- 7.5 If the Licensee in addition to this Agreement has separately entered into a valid and effective update agreement with Trimit, Trimit will start remedying errors and defects within 2 working days after Trimit has received notification from its Partner of the errors and defects, provided that Trimit assesses that the errors and defects concerned are critical, and prevent the running of the Software.
- 7.6 The actual scope and procedure for remedy of any errors or defects is at the free and independent discretion of Trimit may remedy errors and defects by releasing an update of the Software.
- 7.7 Trimit will remedy non-essential errors and defects to the extent Trimit finds it necessary. Trimit is entitled to postpone the remedy of non-essential errors or defects to the next update of the Software.

8. TERMINATION

- 8.1 The Licensee may terminate this End User License Agreement for the future at any time by ceasing the use of the Software and promptly destroying and deleting all copies, including any documentation. The Licensee shall not be entitled to any refund of the license fee.
- 8.2 In the event that the Licensee fails to comply with any of the terms or conditions of this Agreement, Trimit may terminate for cause the Licensee's right to use the Software, including any documentation, at any time upon a written notice of 30 days. Upon such termination the Licensee must destroy and delete all copies of the Software, including any documentation. The Licensee shall not be entitled to any refund of the license fee upon such termination.

9. LIABILITY OF THE LICENSEE

- 9.1 General rules of Danish law are applicable to the LICENSEE's breach of contract.

10. LIMITATION OF LIABILITY

- 10.1 Trimit expressly disclaims any liability, whether expressed or implied, to the Licensee, with regard to (i) defects and errors, which are not related to the SOFTWARE, but which are related to external factors, including other software products of the Licensee, (ii) acts or omissions of the Partners of Trimit (iii) the interaction between the SOFTWARE and any other hardware and/or software environment and organization at the Licensee's location (iv) errors, defects and inexpediency of third party's standard products, delivered by Trimit (v) the Licensee's changes and/or modifications in the SOFTWARE, and (vi) compatibility between the SOFTWARE and any new version, update etc. of third party's Software.
- 10.2 Trimit shall not in any way be liable for circumstances related to the non-fulfilment of the Licensee's duties in respect of this Agreement. In no event shall Trimit be held liable for any damage resulting from loss of data, loss of profits or goodwill.

- 10.3 Trimit disclaims and shall not in any event whatsoever be held liable to pay any punitive, incidental, indirect or consequential damages.
- 10.4 In the event that Trimit, regardless of the above, shall be held liable to pay damages, such damages shall be limited only to such damages, that Trimit's Partner cannot be held liable to pay.
- 10.5 Liability of Trimit shall in no event exceed such license fee AS the Licensee has paid for the Software.
- 10.6 Trimit accepts product liability only according to mandatory Danish law. However it is the SOLE RESPONSIBILITY OF the Licensee to prove the measure of damages, and that the conditions of liability for damages are MET.

11. CHANGES OF THIS AGREEMENT

- 11.1 Trimit's Partner or distributor of the Software may not under any circumstances deviate from or make changes to these terms and conditions without Trimit's explicit consent in writing, which must be made in accordance with the provisions in Trimit's articles of association relating to the power to bind Trimit.

12. VALIDITY

- 12.1 If any provision in this Agreement is held to be illegal, invalid or unenforceable, such provision(s) shall nonetheless be enforced to the fullest extent permitted by applicable law, so as to reflect the original intent of the parties. Such provision(s) shall not affect the legality and validity of the other provisions in this Agreement.

13. APPLICABLE LAW, VENUE AND JURISDICTION

- 13.1 All and any disputes arising out of the application of this Agreement or otherwise related to the Licensee's use of the Software, that cannot be settled out of court, shall be governed by the laws of the Kingdom of Denmark and be settled at the jurisdiction of Trimit in Denmark as legal venue