

# ***Matriks IPLA***

***(International Program License Agreement)***

***September 2018***

***Matriks IT ApS***

These license terms (“agreement”) are an agreement between Matriks IT ApS and you (The License holder). Please read these terms carefully. Except as otherwise expressly specified, this agreement applies to all of the Matriks Software products, which includes the media on which you received it, if any. It also applies to any Matriks Software

- Updates
- Supplements
- Cloud-Based services
- Support services

for this software, unless other terms accompany those items. If so, those terms apply. This agreement supersedes the license terms embedded in the software

By installing, having installed, subscribing to, or using the software, you accept this agreement (including any modifications made to it from time to time). If you do not accept this agreement, do not install, have installed, subscribe to, or use the software.

If an individual enters into this agreement on behalf of a legal entity, that individual represents that he or she has the authority to bind that entity to this agreement.

Upon installing and using a Matriks product, you are giving Matriks Software the right to display your company name and logo on the company website for reference purposes, and to store such content. You can, however, at any time request to avoid getting your information published. You can do this by writing to [info@matriks.com](mailto:info@matriks.com).

Notice Regarding License Validation. Servers on which the software is installed may periodically provide information to verify that the software is properly licensed and that the term has not expired. This information includes the customer identifier, product name, Account no., product version number, and usage data. By using the software, you consent to the transmission of the information described in this paragraph. If you comply with this agreement, you have the rights below for each license you acquire for the software.

## 1. Scope of the License

### 1.1. License Grant

- 1.1.1. Matriks IT ApS hereby grants to the License holder, for an indefinite period of time, a non-exclusive right to use the Program on only one Database with a given Account no.
- 1.1.2. The License holder is granted the right to use the Program for the following users: 1) All Internal Users, including Internal Users of the Subsidiaries, and 2) External Users.
- 1.1.3. To the extent that the License holder permits the Internal Users, including users in Subsidiaries, as stated in Clause 1.1.2, to access and use the Program as stated in Clause 1.1.2, it shall be the sole responsibility of the License holder to ensure that the stated users do not violate the terms and conditions of this License Agreement, and that the Subsidiaries accept in a legally binding way to be bound by the terms and conditions stated in this License Agreement prior to granting the Subsidiaries access to the Program. Where the License holder fails to fulfill this obligation, it shall be deemed breach of this License Agreement, and such breach shall entitle Matriks IT ApS to terminate this License Agreement for cause, cf. Clause 9.2.1, and pursue all remedies available to it.

### 1.2. Functions

- 1.2.1. The Program is a standard product, and it shall be the responsibility of the License holder alone to ensure that the functions in the Program fulfill the License holder’s requirements.
- 1.2.2. The License holder shall have the right to adjust or otherwise modify the Application Code of the Program to the extent that such adjustment or modification is required for the use of the Program stipulated in this License Agreement, and to the extent that the License holder has acquired and actually paid for the tools to perform such adjustment or modification where this is required by Matriks IT ApS.

### 1.3. Upgrades

- 1.3.1. The License holder can acquire Upgrades from the partners of Matriks IT ApS on terms and conditions set by the Annual Maintenance Agreement to the extent that Upgrades are issued by Matriks IT ApS.
- 1.3.2. In connection with the implementation of Upgrades, Matriks IT ApS shall not represent or warrant that the License holder will be able to make full use of any adjustments or other modifications created as components in the Application Code of the Program.

#### 1.4. Permitted Copying

- 1.4.1. The License holder shall have the right to make copies of the Program for the following purposes only: 1) copies for archival or backup purposes, 2) one (1) copy for development and test purposes and 3) copies of the Program where, and only to the extent that the right to make such copies is stipulated by mandatory, statutory legislation, and the License holder shall comply with such legislation in all respects.
- 1.4.2. The use of the stated copies of the Program is subject to the terms and conditions stated in this License Agreement.

## 2. Intellectual Property Rights/Copyrights

- 2.1. Matriks IT ApS hold full copyright, title and all and any other rights to the Program. The Program is protected by copyright laws and international treaty provisions. Any disregard of Matriks IT ApS and/or its Dealers rights, including inappropriate access to the Program which might render copying of License files/Codes to the Program possible for third parties, shall be deemed to be a material breach of this License Agreement and shall entitle Matriks IT ApS to terminate this License Agreement for cause, cf. Clause 9.2.1, and pursue all remedies available to it.
- 2.2. The License holder shall not break or change any License Files/Codes. Nor shall the License holder change or remove any marks and/or notices concerning copyright, trademarks or other rights, or references hereto stated in the Program or on the medium upon which the Program may have been delivered.
- 2.3. The License holder shall not reverse engineer, disassemble or decompile the Program, except where and only to the extent that such operations are permitted according to mandatory, statutory legislation and the License holder shall comply with that legislation in all respects.

## 3. Infringement of Third Party Rights

- 3.1. If a third party objects to the License holder's use of the Program based on the claim that the use of the Program infringes such third party's intellectual property right (hereinafter referred to as "Infringement Claim"), Matriks IT ApS will defend the Licensee against that Infringement Claim and pay all costs, damages and legal fees that a court finally awards, provided that the License holder promptly 1) notifies Matriks IT ApS in writing of the Infringement Claim as soon as it becomes aware of such Infringement Claim, 2) allows Matriks IT ApS to fully control the defense and any related settlement negotiations, and 3) cooperates with Matriks IT ApS in the defense and any related settlement negotiations by providing Matriks IT ApS with appropriate information and assistance needed for such defense or settlement. Where the terms and conditions in the preceding Clause under 1) to 3) are not fulfilled, Matriks IT ApS shall in any event be entitled, but not obligated, to defend the Infringement Claim at its expense, and upon notifying the License holder that it intends to do so, Matriks IT ApS shall be irrevocably authorized by the Licensee, to the extent legally possible, to assume the defense of the legal suit or proceedings brought forward against the License holder, and may institute proceedings or enter into settlements concerning the Infringement Claim. The License holder shall provide Matriks IT ApS with appropriate information or assistance for such defense or settlement.
- 3.2. In the event of an Infringement Claim, Matriks IT ApS shall be entitled to either: 1) obtain the continued right for the License holder to use the Program, 2) bring the infringement to an end by modifying the Program or replacing the Program with other software which, essentially, possesses the same functions as the affected Program, or 3) terminate this License Agreement with written notice and pay to the License holder an amount equal to the license fee actually paid for the license to the Program by the License holder. Matriks IT ApS shall only be obliged to pay the stated amount to the Licensee if the Infringement Claim is actually raised against the License holder within a period of five (5) years following the date of the purchase of the software. If an Infringement Claim is raised against the License holder after the stated period has expired, Matriks IT ApS shall be entitled to terminate this License Agreement without payment of any amount to the License holder. The performance of Matriks IT ApS obligations under this Clause 3.2 shall be Matriks IT ApS total aggregate liability and Matriks IT ApS entire obligation to the License holder as a consequence of all and any Infringement Claims, and the License holder shall have no other claims against Matriks IT ApS as a result of such Infringement Claim. Upon termination of this License Agreement, the License holder shall promptly cease using the Program and fulfill the terms and conditions connected to termination as stated in Clause 9.1.1.
- 3.3. The limited warranty stated in Clause 3.1 and 3.2 is void if the Infringement Claim has resulted from accident, abuse or misapplication. Any modification of the Program by anyone other than Matriks IT ApS voids the foregoing warranty on any portion of the Program modified or affected by such modification.

## 4. Limited Warranty

- 4.1. Where the License holder within a period of six (6) months following the License holder's signature of this License Agreement provides written documentation demonstrating that the Program does not perform substantially in accordance with its electronic user documentation, and that there is a significant error in the Program, (i.e. an error characterized by the fact that one or more of the License holder's vital business functions cannot be carried into effect owing to the fact that the error renders the Program inoperable), Matriks IT ApS shall either 1) deliver, free of charge, a new version of the Program without the error, 2) correct the error free of charge or 3) return the license fee actually paid for the license to the Program by the License holder. The performance of Matriks IT ApS obligations under this Clause 4.1 shall be Matriks IT ApS total aggregate liability and Matriks IT ApS entire obligation to the License holder as a consequence of all and any errors in the Program, and the License holder shall have no other claims against Matriks IT ApS as a result of such errors. Error correction may also take the form of a statement of procedures or manners of application ("work arounds") whereby the error will have no significant effect on the License holder's use of the Program. This limited warranty is void if failure of the Program has resulted from accident, abuse or misapplication. Any modification of the Program by anyone other than Matriks IT ApS voids the foregoing warranty on any portion of the Program modified or affected by such modification.
- 4.2. The Program is provided "as is" and, to the fullest extent permitted by law, Matriks IT ApS makes no other warranties or representations and accepts no other conditions in relation to the Program. Accordingly, the License holder shall have no right to raise claims against Matriks IT ApS if the Program contains errors and inconveniences not covered by Clause 4.1, and Matriks IT ApS does not correct such errors or inconveniences or where the operation and performance of the Program are not free of interruptions or errors.

## 5. Limitation of Liability

- 5.1. In no event and no matter the circumstances shall Matriks IT ApS be liable for any loss of anticipated profit, loss of data, damage to records or data or any indirect, special, incidental or consequential damages or loss (collectively "losses") (which for purposes of this License Agreement shall be deemed to include, but not be limited to the loss of goodwill, or loss as a consequence of any kind of business interruption) arising out of or in connection with this License Agreement or the use or performance of the Program or services connected thereto even if Matriks IT ApS was advised of the possibility of such losses and regardless of whether the cause of action is in contract or tort. Accordingly, the License holder cannot claim, demand or seek recovery from Matriks IT ApS for any of the foregoing losses, and Matriks IT ApS will not indemnify the License holder for such claims.
- 5.2. To the maximum extent permitted by applicable law, Matriks IT ApS disclaims any product liability as a consequence of loss or damage to property which, in view of its nature, is normally intended for commercial use.
- 5.3. In all and any event, no matter the circumstances, Matriks IT ApS total aggregate liability for loss or damage arising out of or in connection with this License Agreement or the use or performance of the Program or services connected thereto shall not exceed the amount of the license fee actually paid by the License holder for the license to the Program.
- 5.4. Matriks IT ApS shall have no responsibility or liability for any adjustments or other modifications in the Program or any service and support of the Program performed by the License holder itself or provided by third parties or partners of Matriks IT ApS. Further, Matriks IT ApS shall have no responsibility or liability for any defects which are a consequence of external factors, including other programs, or a consequence of the integration of or interaction between the Program and the License holder's own hardware and software environments.

## 6. Exclusion of Liability

- 6.1. Where any liability has been limited in this License Agreement, such limitation shall have effect to the maximum extent permitted by applicable law. In some jurisdictions, mandatory, statutory legislation does not allow such exclusion or limitation of liability which may entail that the limitations stated herein do not apply to the License holder, either in whole or in part.

## 7. Force Majeure

- 7.1. Neither party shall be held liable for any damage sustained by the other party as a direct or indirect consequence of the non-performing party being delayed, prevented or hindered in the performance of its obligations under this License Agreement as a result of a force majeure situation. Force majeure situations include war and mobilization, catastrophes of nature, strikes, lock-out, fire, damage to production plant, import and export regulations and other unforeseeable circumstances beyond the control of the party concerned.

## 8. Transfer

### 8.1. By the License holder

8.1.1. The License holder shall have no right to sell/rent out/lend or in any other way transfer or assign the right to use the Program or any right or obligation under this License Agreement to any third party without the prior written consent of Matriks IT ApS. Where such consent is obtained, the transfer shall be executed according to the guidelines for such transfer set by Matriks IT ApS.

### 8.2. By Matriks IT ApS

8.2.1. Matriks IT ApS reserves the right to transfer its rights and obligations under this License Agreement in whole or in part to another company within the Matriks IT ApS Group or a third party.

## 9. Termination

### 9.1. By the License holder

9.1.1. The License holder shall have the right to terminate this License Agreement with prior written notice of one (3) month to Matriks IT ApS. The License holder shall not be entitled to a refund of the paid license fee upon such termination. Upon such termination, the License holder shall promptly cease using the Program and promptly delete and erase and destroy the Program, including all and any copies thereof, unless otherwise stipulated by mandatory, statutory legislation, and the License holder shall comply with such legislation in all respects.

### 9.2. By Matriks IT ApS

9.2.1. In the event of the License holder's material breach of this License Agreement, Matriks IT ApS shall have the right to terminate this License Agreement with immediate effect by written notice to the License holder (termination for cause) and be entitled to claim damages in this connection according to applicable law and pursue all remedies available to it. In such case, the License holder shall immediately cease using the Program and promptly delete and erase and destroy the Program, including all and any copies hereof as stated in Clause 9.1.1.

## 10. Validity and Severability

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

## 11. Survival Clause

11.1. Any terms of this License Agreement which, by their nature, extend beyond the day this License Agreement comes to an end shall remain in effect and thus bind the parties.

## 12. Waiver

12.1. If either party does not exercise, or delays exercising, a right or remedy provided by this License Agreement or by law, that failure or delay will not amount to a waiver of that right or remedy by that party. The fact that a party does exercise a right or remedy provided by this License Agreement or by law does not prevent that party from exercising that right or remedy again or exercising another right or remedy.

## 13. Applicable Law and Jurisdiction

13.1. All and any disputes arising out of the application of this License Agreement or otherwise related to this License Agreement shall be governed by Danish law without regard to any choice of law principles, and shall, subject to Clause 13.2, be settled exclusively by the Maritime and Commercial Court of Copenhagen, Denmark. The parties expressly consent to the jurisdiction and venue of the said court and hereby waive all objections to the same.

13.2. Clause 13.1 does not prevent Matriks IT ApS from seeking or obtaining injunctive relief or other extraordinary relief in any courts with jurisdiction. To the extent permitted by applicable law, Matriks IT ApS may take concurrent proceedings for injunctive relief in any number of jurisdictions.

13.3. Address, URL, Contact Name and the name of the License holder's supplier, may be used internally within the Matriks IT ApS Group only for the purpose of internal administration of the license to the Program.

## 14. U.S. Government Restricted Rights Notice

If the License holder of the Program is a unit or an agency of the United States Government, the terms of this Clause apply.

- 14.1. For civilian agencies: The Programs (i.) were developed at private expense; are existing computer software and no part of them were developed with government funds; (ii.) are a trade secret of Matriks IT ApS for all purposes of the Freedom of Information Act; (iii.) are commercial items and thus, pursuant to Section 12.212 of the Federal Acquisition Regulations (FAR), the Government's use, duplication or disclosure of the Products is subject to the restrictions set forth in Matriks IT ApS standard commercial license agreement incorporated into the contract or purchase order between Matriks IT ApS and the U.S. government agency; (iv.) in all respects are proprietary data of Matriks IT ApS; and (v.) are unpublished and all rights are reserved under the copyright laws of the United States.
- 14.2. For units of the Department of Defense: The Programs are commercial computer software (and commercial computer software documentation), and pursuant to DEAR § 227.7202, use duplication or disclosure of the Programs is subject to the restrictions set forth in Matriks IT ApS standard commercial license agreement incorporated into the contract or purchase order between Matriks IT ApS and the U.S. Government agency. In the event any technical data are not covered by these provisions, it shall be deemed "technical data - commercial items" pursuant to DEAR § 252.227-7015(a). Any use, modification, reproduction, release, performing, displaying, or disclosing of such technical data shall be governed by the terms of DEAR § 252.227-7015(b).

## 15. Definitions

- 15.1. Application Code - Shall mean the code to the application, i.e. the specific functions, forms, tables and reports which form a part of the Program.
- 15.2. Database - Shall mean an electronic entity upon which the data of the Program are stored.
- 15.3. Documentation - Shall mean all and any electronic and written aids and specifications developed by Matriks IT ApS in relation to the Program, for which the License holder has acquired the right of use from time to time, and any descriptions developed by Matriks IT ApS in relation to the Program.
- 15.4. External Users - Shall mean all third parties for which the License holder has acquired and paid for the right of use to limited functionality in the Program. Such third parties are persons who or entities which are not Internal Users (such as, but not limited to, the License holder's customers, suppliers and partners).
- 15.5. Internal Users - Shall mean employees or contractual workers working for the License holder or the License holder's Subsidiaries which have been authorized by the License holder to use the Program in their work for the License holder or the Subsidiary, and for which the License holder has acquired and paid for the right of use to the Program.
- 15.6. License Agreement - Shall mean this International Program License Agreement issued by Matriks IT ApS.
- 15.7. License Files/Codes - Shall mean the files/codes which, like a key, open the Program giving the License holder access to use the Program.
- 15.8. Matriks IT ApS - Shall mean the entity of the Matriks company consisting of Matriks IT ApS, CVR No. 21 07 56 71.
- 15.9. Program - Shall mean those parts of the latest electronic unmodified standard version of Matriks IT ApS computer software program, including Upgrades and external components and certified solutions which have been integrated and delivered by Matriks IT ApS as a part of Matriks IT ApS computer software program, for which the License holder has acquired and actually paid for the right of use from time to time, and any related Documentation.
- 15.10. Subsidiaries - Shall mean the companies controlled by the License holder by ownership of more than 50% of the shares or the voting rights in such companies for which the License holder has acquired and paid for the right of use to the Program, and which have been listed in Appendix A to this License Agreement.
- 15.11. Upgrades - Shall mean new versions of the Program which Matriks IT ApS may release.
- 15.12. Applicability of Defined Terms
  - 15.12.1. Where the context so admits, any reference to the singular includes the plural, any reference to the plural includes the singular, and any reference to one gender includes all genders.
  - 15.12.2. In this License Agreement, a reference to a Clause is a reference to a Clause in this License Agreement.
  - 15.12.3. The Headings of this License Agreement are for convenience only and shall not constrain or affect its construction or interpretation in any way whatsoever.

IPLA version 2018-09

Matriks IT ApS - September 2018