

# **Software License Terms & Terms of Service**

**For Continia Software Products**

**Version 2.1**

These Software License Terms & Terms of Service (the “Terms”) together with the order and acceptance are an agreement between Continia Software A/S, CVR-no. 32658083 (“Continia”) and you and governs all use of the Continia Software Products and Continia Online Services provided by Continia or its Affiliates from time to time to you as the user of any such Continia Software Products.

Please read these Terms carefully.

You will always procure the right to use the Continia Software Products through an agreement with a Partner and your rights are subject to paying the agreed fees to the Partner. With respect to the use rights, these Terms have priority over any conflicting terms in your agreement with the Partner.

Except as otherwise expressly specified, these Terms apply to all of the Continia Software Products, which includes the media on which you received it, if any. It also applies to any Continia Software Product

- updates,
- supplements,
- cloud-based services, including Continia Online Service, and
- support services

for the Continia Software Product, unless other terms accompany those items. If so, those terms apply.

**These Terms supersede the license terms embedded in the Continia Software Product.**

**By installing, having installed, subscribing to, or using the Continia Software Product, you accept these Terms** (including any modifications made to it from time to time). **If you do not accept these Terms, do not install, have installed, subscribe to, or use the Continia Software Product.**

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

Upon installing and using a Continia Software Product, you are giving Continia 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 [mail@continia.com](mailto:mail@continia.com).

**Notice Regarding License Validation.** Customer solutions in which the Continia Software Product 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, license serial number, product version number, and usage data. Aggregated data may be used to evaluate the effectiveness of our validation features. By using the Continia Software Product, you consent to the transmission of the information described in this paragraph.

If you comply with the agreement and these Terms, you have the rights below for each license you acquire for the Continia Software Product.

## 1 Overview

1.1 **License Model.** The Continia Software Product is licensed under three models through reseller Partners:

- Purchase License Model – Under this model, you have licensed the Continia Software Product under on premise license terms, as code that is installed on your premises or hosted for you by a third party acting as your agent ("Purchase License Model").

For the Purchase License Model - Enhancement Plan for ongoing access to product updates, product support and continued access to Continia Online Service is mandatory the first year after initial purchase and will automatically renew for an additional 12-month period unless terminated.

- Subscription License Model – Under this model, you have licensed the Continia Software Product on a subscription basis for a limited period. The Continia Software Product with access to Continia Online is installed as code on your premises or hosted for you by a third party acting as your agent. Ongoing access to product updates, product support and continued access to Continia Online Service is included as part of an active subscription ("Subscription License Model").
- Cloud Subscription License Model – Under this model, you have licensed the Continia Software Product on a subscription basis for a limited period. The subscription fee is dependent upon your usage of the Continia Software Product per Microsoft Tenant. The Continia Software Product with access to Continia Online Service is installed in your solution and hosted by Microsoft. Ongoing access to product updates, product support and continued access to Continia Online Service is included as part of an active subscription ("Cloud Subscription License Model").

1.2 **Continia Online Services.** Regardless of the licensing model access to Continia Online Services is required to obtain the full benefit of the functionalities in the Continia Software Products. Consequently, a valid license and an active Enhancement Plan or an active subscription is a prerequisite.

## 2 Definitions

2.1 In these Terms, the following words and expressions have the meanings stated below, unless the context requires otherwise.

1. **"Affiliate"** means any legal entity that directly or indirectly owns, is directly or indirectly owned by, or that is directly or indirectly under common ownership with a party to this agreement.
2. **"Continia Online Service"** means functionality for the Continia Software Products as well as services for license management, billing and operations, provided from servers hosted by Continia as may be supplied by Continia under these Terms from time to time, including any developments, modifications and/or variations thereto.
3. **"Continia Software Product"** means the software specified in a License Order as may be supplied by Continia under these Terms from time to time, including any developments, modifications and/or variations thereto. The Continia Software Product may consist of server software (such software to be installed by the Customer in either own or third party hosted Microsoft solution) and client software that can be installed on devices and/or used with the server software. Access to Continia Online Services may be necessary in order to obtain functionality for the products and for license management, billing and operations.
4. **"Data Protection Law"** means applicable legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the Processing of Personal Data, including but not limited to Regulation (EU) 2016/679 on the Protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the Danish Data Protection Act (Databeskyttelsesloven).
5. **"Enhancement Plan"** means a plan that entitles the Customer to obtain access to updates to the Continia Software Products, Product Support through their Partner, and access to the Continia Online Services as described in clause 5 and specified in a License Order.
6. **"License Order"** means a document agreed between you and a Partner for procurement of the Continia Software Product through the Partner.
7. **"NAV solution"** means the customer's Microsoft Dynamics NAV/Business Central solution regardless of whether it is run on own server or as a hosted solution.
8. **"User"** means a user who accesses your NAV/BC Solution or the Continia Software Product or Continia Online Service directly or indirectly, provided, however, that with respect to pricing "User" shall be as defined in the relevant pricelist and License Order.
9. **"Ownership"** means more than 50% ownership.
10. **"Partner"** means the entity that has entered into a reselling agreement with Continia authorizing it to market and distribute the Continia Software Product and Continia Online Service.
11. **"Personal Data"** has the meaning as set out in Data Protection Law.

12. **"Purchase License Model"** means a license obtained under that licensing model, see clause 1.1, in accordance with a License Order.
13. **"Server"** means a physical hardware system or virtual server capable of running server software.
14. **"Subscription License Model"** means a license obtained under that licensing model, see clause 1.1, in accordance with a License Order.
15. **"Cloud Subscription License Model"** means a license obtained under that licensing model, see clause 1.1, in accordance with a License Order.
16. **"you"** or **"License Holder"** means the legal entity that has agreed to the agreement and these Terms.
17. **"Usage Data"** means data used to determine the usage of the solution like the number of transactions and users, the type of transactions, the user initiating a transaction, the reference of a transaction (reference to data in customer system) Customer subscription identifier, product name, license serial number, product version number. Usage data is not the actual data in a transaction like customer, email, employee, invoice, receipt, amount etc.

### 3 Installation and use rights

- 3.1 **Server Software.** You must either purchase or subscribe to a server software license to use the server software. You may install an unlimited number of copies of the server software. However, you may only use the number of copies, databases and companies that your license permits.
- 3.2 **Client Software.** You may only use the client software with the product. You may install an unlimited number of copies of the client software to access your solution. The client software may be used only by the number of licensed users that your purchased or subscribed license permits.
- 3.3 **Continia Online Service.** You are only authorized to use Continia Online Service if you have a valid license and an active Enhancement Plan or an active subscription.

### 4 License and use rights

- 4.1 Subject to the terms and conditions set out herein, Continia grants to the License Holder a non-exclusive, non-transferable, limited license to use the version of the Continia Software Product set out in the License Order including any subsequent updates made available to the License Holder as long as the License Holder pays the applicable fees or until the agreement is terminated in accordance with its terms.

- 4.2 During the term of the license agreement, the License Holder will have the right to grant access to the Continia Software Product for the following users:
- Internal users employed by the License Holder. The number of internal users may, as a result of an agreement entered between the License Holder and Continia, be limited to a number of registered employees, a number of simultaneous users, a physical location, etc.
  - External users, including the License Holder's advisers, however solely for the purpose of gaining access to process the License Holder's data.
- 4.3 If the Continia Software Product is licensed as a Purchase or Subscription License Model and is to be used in multiple accounts within the same group, the License Holder must order an additional license per VAT or IRS number.
- 4.4 Beyond the situations mentioned above, the user right does not include other persons, including other legal persons. Subsidiaries and other affiliated companies are not covered by the license, unless otherwise agreed upon with Continia or the Partner the License Holder has entered into the License Order with.
- 4.5 The License Holder is responsible for the external persons, who have access to the Continia Software Product, in accordance with the license agreement.

## 5 Enhancement plan

- 5.1 The Continia Software Product and Continia Online Service is covered by an Enhancement Plan.
- 5.2 The Enhancement Plan covers all parts (modules) of the Continia Software Product and/or Continia Online Service to which the license holder has a license. An extension of the scope of the license agreement will result in a corresponding extension of the Enhancement Plan for the parts (modules) to which the Enhancement Plan is offered.
- 5.3 The Enhancement Plan gives the license holder user rights to the updates on these Terms.
- 5.3.1 The updates can include error recovery, new/improved features, adaptation to current legislation and accounting practice, etc. the license holder has the user right to the updates simultaneously with their release.
- 5.3.2 The Enhancement Plan gives the license holder the right to use certain Continia Online Service in connection with the licensed Continia Software Products.
- 5.3.3 The annual renewal fee of the Enhancement Plan will be adjusted regularly according to a yearly indexation rate. Please see the current pricelists for details on Continia's website.

## 6 Terms specific to purchase license model

- 6.1 Your rights to use the Continia Software Product licensed under the Purchase License Model is subject to you having an active Enhancement Plan and complying with these Terms.
- 6.2 **Enhancement Plan** is mandatory for as long as you need to be able use the full functionality of the Continia Software Product including access to Continia Online Service. Enhancement Plan is invoiced yearly in advance.
- 6.3 **Term.** The license period for the Enhancement Plan is 1 year and will automatically renew for another 1-year license period unless it is terminated in accordance with the provisions of the agreement, including these Terms.
- 6.4 **Termination.** The license and Enhancement Plan can be terminated by either party 30 days before beginning of a new yearly term. Continia may terminate or suspend the agreement and your license hereunder at any time, without notice, if you or a User breach the agreement.
- 6.5 **Effects of Termination.** If your license expires or terminates, your right to use Continia Online Service will stop immediately. If you continue to use Continia Online Service after that, you could be held liable for infringement of intellectual property rights, which could result in significant damages being imposed against you or Continia may use other legal remedies available.

## 7 Terms specific to subscription license model

- 7.1 Your rights to use the Continia Software Product licensed under the Subscription License Model is subject to you complying with the agreement, including these Terms.
- 7.2 **Subscription Validation.** Servers on which the software is installed will from time to time perform a validation check of the software. Validation verifies that the software has been properly licensed. It also verifies that no unauthorized changes have been made to the validation functions of the software.

The validation check may be initiated by the software or Continia. To enable validation checks, the software may from time to time require updates or additional downloads of the validation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. During or after a validation check, the server may send information about the software, the computer and the results of the validation check to Continia. This information includes customer subscription identifier, product name, license serial number, product version number, and the date of last use. Continia will use this information only to verify licensing compliance. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during or after a validation check, contact Continia.

- 7.3 If, after a validation check, the software or access to Continia Online Service is found to be improperly licensed, Continia or your partner may provide notice that the software is improperly licensed, and you may
- receive reminders to obtain a properly licensed copy of the software, or
  - need to follow instructions in the notice to be licensed to use the software.
- 7.4 The subscription license model entitles the Customer to obtain access to updates to the Continia Software Products, Product Support through their Partner and access to the Continia Online Services and specified in a License Order
- 7.5 **Term.** The license period for your subscription license is 6 months invoiced in advance and will automatically renew for another license period unless it is terminated in accordance with the provisions of the agreement, including these Terms.
- 7.6 **Termination.** The subscription can be terminated 30 days before beginning of a new license period. Continia may terminate or suspend the agreement and your license hereunder at any time, without notice, if you or a User breach the agreement.
- 7.7 **Effects of Termination.** If your license expires or terminates, your right to use the Continia Software Product and Continia Online Service will stop immediately and the software must be removed from your systems. If you continue to use the software after that, you could be held liable for infringement of intellectual property rights, which could result in significant damages being imposed against you or Continia may use other legal remedies available.

## 8 Terms specific to Cloud Subscription License Model

- 8.1 Your rights to use the Continia Software Product licensed under the Cloud Subscription License Model is subject to you complying with the agreement, including these Terms.
- 8.2 **Subscription Validation.** Servers on which the software is installed will from time to time perform a validation check of the software. Validation verifies that the software has been properly licensed. It also verifies that no unauthorized changes have been made to the validation functions of the software.

The validation check may be initiated by the software or Continia. To enable validation checks, the software may from time to time require updates or additional downloads of the validation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. During or after a validation check, the server may send information about the software, the computer and the results of the validation check to Continia. This information includes customer subscription identifier, product name, license serial number, product version number, and the date of last use. Continia will use this information only to verify licensing compliance. By using the software,



you consent to the transmission of this information. For more information about validation and what is sent during or after a validation check, contact Continia.

- 8.3 If, after a validation check, the software or access to Continia Online Service is found to be improperly licensed, Continia or your partner may provide notice that the software is improperly licensed, and you may
- receive reminders to obtain a properly licensed copy of the software, or
  - need to follow instructions in the notice to be licensed to use the software, or
- 8.4 The Cloud Subscription License Model entitles the Customer to obtain access to updates to the Continia Software Products, Product Support through their Partner and access to the Continia Online Services and specified in a License Order.
- 8.5 **Term.** The license period for your Cloud Subscription license is monthly and will automatically renew for another license period unless it is terminated in accordance with the provisions of the agreement, including these Terms.
- 8.6 **Termination.** The subscription can be terminated in the course of the current month of the license period. Continia may terminate or suspend the agreement and your license hereunder at any time, without notice, if you or a User breach the agreement. If the Continia Software Product cannot electronically terminate the subscription, a written termination must be received 14 days before the new license period.
- 8.7 **Effects of Termination.** If your license expires or terminates, your right to use the Continia Software Product and Continia Online Service will stop immediately. If you continue to use the software after that, you could be held liable for infringement of intellectual property rights, which could result in significant damages being imposed against you or Continia may use other legal remedies available.

## 9 Additional licensing requirements and/or use rights

- 9.1 **Business Process Outsourcing.** You may not use the Continia Software Product or Continia Online Service to provide business process outsourcing services to your clients or customers. You may however acquire a special BPO license to support your clients. For details contact Continia.
- 9.2 **Distribution Restrictions.** You may not
- alter any copyright, trademark or product names in the Continia Software Product;
  - use Continia's programs' names in a way that suggests your programs come from or are endorsed by Continia;
  - modify or distribute the source code of any Continia Software Product

- 9.3 **Modification Disclaimer.** You may modify the Continia Software Product only as necessary to use it for your internal business purposes if you received it in source code form, or you or any third party acting on your behalf have licensed tools from Microsoft that allow you or that third party to modify the software's object code. You agree that Continia is not responsible for any problems that result from modifications made by you, a partner, or any other third party acting on your behalf, or any problems that are caused by third party hardware or software. Continia does not, and will not have any obligation to, provide technical or other support for any modifications to the Continia Software Product made by you, by a partner or by any other third party. Continia does not make any representation, endorsement, guarantee or assurance of the suitability of the software for your business, the suitability of the partner or any other third party to create modifications or to implement the modifications or the Continia Software Product, or that any modification created, implemented, supported and/or serviced by, for or on behalf of you or any third party will meet your business needs or operate successfully with the Continia Software Product. Continia and its partners are independent entities and Continia is not liable for nor bound by any acts of such business partners.
- 9.4 **Complex Software.** The Continia Software Product and Continia Online Service is complex computer software. Its performance will vary depending on your hardware platform, software interactions, the configuration of the software and other factors. The software is neither fault tolerant nor free from errors, conflicts or interruptions.
- 9.5 **Third Party Notices.** The Continia Software Product and Continia Online Service may include third party material (i.e., code or documentation) that Continia licenses to you under the agreement. Notices, if any, for the third party material are included for your information only.
- 9.6 **Additional Functionality.** Continia Software may provide additional functionality for the Continia Software Product and Continia Online Service. Other license terms and fees may apply.
- 9.7 **Changes and updates.** Continia is entitled to change and update the Continia Online Service functionality and user interface on a regular basis taking into account Continia's assessment of the needs of all its customers from time to time and to ensure a stable performance.

## 10 Continia Online Services

- 10.1 Continia provides cloud-based online services with the software, including validation services mentioned above. Continia may change or cancel them at any time.
- 10.2 **Consent for cloud-based Services.** Certain features in the software may connect to Continia, Continia Online Service or third-party service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. For more information about these features, see the software documentation. By using these features, you consent to the transmission of this information.

- 10.3 **Computer Information.** Certain features in the software use Internet protocols, which is sent to the appropriate systems' computer information, such as your Internet protocol address, the type of operating system, browser, name and version of the software you are using, and the language code of the device where you installed the software. Continia uses this information to make the Continia Online Services available to you. Some of these features include, but are not limited to, features in the software that can retrieve related content from Continia and provide it to you. To provide the content, these features send to Continia the type of operating system, name and version of the software you are using, and the type of browser and language code of the device where you installed the software.
- 10.4 **Usage Data.** Continia may collect data about usage of the software, including, but not limited to Usage Data and transaction type. To the extent Usage Data contains Personal Data, this will be processed in accordance with applicable law and the information provided by Continia, see clause 11.
- 10.5 **Customer Data.** Information stored in the software by the License Holder must comply with local data privacy legislation and it is the License Holder's responsibility to ensure compliance, see clause 11.
- 10.6 **Use of Information.** Continia may use the device information, error reports, and malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Continia Software Products.
- 10.7 **Misuse of Continia Online Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.
- 10.8 **License Holder's obligations.**
- 10.8.1 It is a precondition for the License Holder's use of the Continia Online Services that the License Holder has established network access that may be used for transfer of data between the License Holder and the data center used by Continia. The License Holder carries all expenses and the complete liability for this network access.
- 10.8.2 The License Holder guarantees that it will comply with the restrictions in the agreement, including these Terms, and that the information regarding License Holder and its authorized Users is correct and updated at all times and that only authorized Users obtain access to the Continia Online Services. License Holder is obligated to store and use login, passwords and any other security keys properly and is liable for third parties' unauthorized access. License Holder must notify Continia immediately upon recognition that the security in respect of access to the Continia Online Services potentially has been compromised.
- 10.8.3 The License Holder guarantees that it will observe applicable laws and regulatory procedures, including with regard to the contemplated use of the Continia Online Services. License

Holder's own liability and obligations includes in particular processing of data, including in respect of personal data and administrative regulations. License Holder must obtain all necessary licenses and approvals from third parties in order for Continia to fulfil its obligations and for License Holder's use of the Cloud-Based services to be legal.

10.8.4 License Holder must notify Continia immediately upon recognition of defaults and defects of the Cloud-Based services.

## 11 Data processing

- 11.1 **Personal Data.** Information about Continia's processing of Personal Data in connection with the Continia Software Product and Continia Online Service, including in respect of data subject's rights, is set out on Continia's website, including at <https://www.continia.com/global/legal/trust-center/>, and/or included with the information provided to the License Holder in connection with the License Order. The License Holder acknowledges that the License Holder has had the opportunity to review the information.
- 11.2 **Data Processing Agreement.** To the extent Continia processes Personal Data on behalf of the License Holder as part of its delivery of cloud-based services, including Continia Online Services, the License Holder will enter into a separate data processing agreement on the terms set out by Continia. The data processing agreement will be entered into as part of the ordering process or as may be coordinated with the Partner. The License Holder may not commence the use of any Continia Software Product using Continia Online Service before the applicable data processing agreement is entered into.

## 12 Product / license keys

- 12.1 The Continia Software Product may require a key to run or access it. A key may only be used to run or access the particular version of the Continia Software Product for which it was issued. You are responsible for the use of keys assigned to you. You must not duplicate or share the keys with third party.

## 13 Scope of license

- 13.1 The agreement only gives you right of use to the Continia Software Product and Continia Online Service in the license period on the terms and conditions fixed in the agreement, including these Terms. Continia reserves all other rights. Unless applicable law or a separate written contract with Continia gives you more rights despite this limitation, you may use the software only as expressly permitted in the agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may only use the software for your internal business purposes. You may not
- work around any technical limitations in the software;

- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- circumvent the validation functions of the software;
- publish the software for others to copy;
- rent, lease or lend the software;
- or use the software for commercial software hosting services.

Your rights to use the Continia Software Product and Continia Online Service may be revoked if you do not comply with the terms of the agreement, including these Terms. Rights to access the Continia Software Product and Continia Online Service do not give you any right to implement Continia's intellectual property in other software or devices that access the server.

## 14 License transfer

- 14.1 You may not assign any of your rights or delegate any of your obligations under the agreement, including these Terms, without the prior written consent of Continia. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under the agreement, including these Terms.
- 14.2 The foregoing means, among others, and not by any way limited to, that you may not transfer the Continia Software Product and Continia Online Service without Continia's prior written consent. If permitted, there may be additional charges for transferring the Continia Software Product and Continia Online Service to a third party.
- 14.3 For the avoidance of doubt, this clause 14, shall not affect the transfer of a License Order from one Partner to another, provided that the requirements for such change of Partner are met.

## 15 Pricing

- 15.1 Continia Software Product and Enhancement Plan pricing is based on current pricelists as described on Continia's website. Continia reserves the right to change the pricelist, including existing Enhancement Plans, indexation rates and subscriptions, with 3 months' notice.
- 15.2 **Payment terms.** The License Holder must pay the license and subscription fees to the Partner in accordance with the License Order.

## 16 Support services

- 16.1 Continia will not provide any advisory services concerning your use of the Continia Software Product and Continia Online Service without a separate written agreement, and the License Holder's implementation and use is at the License Holder's own responsibility and risk. Continia is not liable for the License Holder's use of the Continia Software Product and Continia Online Service.
- 16.2 Continia provides support services for the software through the reselling Partner as described on Continia's website.

## 17 Entire agreement

- 17.1 These Terms (including the warranty below), and the terms for supplements, updates, cloud-based services, Data Processor Agreement and Terms of Business and support services that you use are the entire agreement for the Continia Software Product and Continia Online Service and support services.

## 18 Applicable law

- 18.1 **Governing law.** The agreement, including these Terms, and all matters arising out of or relating to the agreement or any User's or other party's use of the Continia Software Product or Continia Online Services shall be governed by and construed in accordance with the laws of Denmark, provided, however, that the conflict of laws rules must be disregarded to the extent that such rules are non-mandatory.
- 18.2 **Arbitration.**
- 18.2.1 The Parties must seek to settle amicably any dispute arising out of the agreement, including these Terms, including any dispute concerning the existence or validity of the agreement, no later than 30 days after either Party's receipt of notice from the other Party including a detailed description of the dispute. Any dispute arising out of the agreement, including these Terms, including any dispute concerning the existence or validity of the agreement, that cannot be settled amicably between the Parties will be decided by arbitration by the Danish Institute of Arbitration. The Danish Institute of Arbitration will apply the rules in force when the application for arbitration is submitted.
- 18.2.2 Each Party will appoint 1 arbitrator. The Danish Institute of Arbitration will appoint 1 additional arbitrator who will be chairman of the arbitration tribunal. If either Party fails to appoint an arbitrator no later than 30 days after submitting an application for arbitration or receiving Notice of arbitration, the Danish Institute of Arbitration will also appoint that arbitrator.

18.2.3 Neither Party is entitled to disclose confidential information about the arbitration proceedings to others, including information about any decision or award made by the Danish Institute of Arbitration, unless the other Party has consented to any such disclosure of information in writing. Either Party is entitled, however, to disclose information about the arbitration proceedings to others if such disclosure is made to protect the Party's interests against the other Party in the best possible manner, to comply with current legislation or public authority decisions or is required by stock exchange listing agreements.

18.3 **Interim remedies.** This clause 18 shall not prevent Continia from seeking interim remedies or any similar remedy available under relevant foreign legislation. The Parties will continue the proceedings in accordance with this clause irrespective of whether any interim remedy has been implemented.

## 19 Limitations and exclusions of liability

19.1 Notwithstanding anything in this agreement to the contrary, in no event is Continia and its parent companies, subsidiaries, affiliates, resellers, distributors and vendors (including but not limited to all equipment and technology suppliers), and their officers, representatives, agents, contractors and employees, liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, lost data or diminution in value, arising out of or relating to this agreement or any use of the Continia Software or Continia Online Services, regardless of (a) whether the damages were foreseeable, (b) whether or not you or the user was advised of the possibility of the damages and (c) the legal or equitable theory (contract, tort, restitution or otherwise) on which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

19.2 Notwithstanding anything in this agreement to the contrary, in no event shall Continia's and its parent companies', subsidiaries', affiliates', resellers', distributors' and vendors' (including but not limited to all equipment and technology suppliers'), and their officers', representatives', agents', contractors' and employees', aggregate liability arising out of or related to this agreement or any use of the Continia Software or Continia Online Services, whether arising out of or related to breach of contract, tort (including negligence), restitution or otherwise, exceed the total of the amounts that you have paid for the Continia Software product. the foregoing limitations apply even if the remedies under this agreement fail of their essential purpose.

19.3 The exclusions and limitations of liability in this clause 19 also applies to

- anything related to the: (i) software, (ii) services, (iii) content (including code) on any third-party Internet sites, or (iv) third-party materials; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, loss of data, damage to records or data, loss of goodwill, loss as a consequence of a business interruption or any other tort to the extent permitted by applicable law.

19.4 The exclusions and limitations of liability in this clause 19 also applies even if

- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- Continia or its Affiliates knew or should have known about the possibility of the damages.
- **Continia Online Service.** As for Continia Online Service, Continia's maximum liability towards you for an incident that gives rise to claims cannot exceed the amount that you have paid for either Enhancement Plan or subscription fee for the period of 12 months before the incident. In that connection, it is enhanced that Continia's total liability for Continia Online Service in no circumstances can exceed the amount that you have paid for Continia Online Service during the subscription period.
- **Free products and the right to use Continia Online Service in the trial period.** For products and access to Continia Online Service in the trial period, Continia Software's maximum liability for damages cannot exceed EUR 10.

19.5 Nothing in the agreement, including these Terms, shall be construed to limit Continia's liability under the mandatory provisions of applicable product liability laws, including the Danish Products Liability Act ("Produktansvarsloven"). Any product liability is, however, disclaimed to the furthest extent possible according to applicable laws.

## 20 Verifying compliance

20.1 **Right to verify compliance.** You are required to keep records (including proof of purchase) relating to the software you use under the agreement, including these Terms. Continia has the right to verify compliance with the agreement, including these Terms, at Continia's expense. You agree to provide reasonable cooperation in the event of a compliance audit, including by allowing Continia, on request, to access the usage report as a tool in conducting the audit.

20.2 **Verification process and limitations.** To verify compliance with the terms of the agreement, including these Terms, Continia will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days' notice, during normal business hours and in a manner that does not interfere unreasonably with your operations.

20.3 **Use of Results.** Continia and the auditors will use the information obtained in compliance verification only to enforce Continia's rights and to determine whether you are in compliance with the terms of the agreement, including these Terms. By invoking the rights and procedures described above, Continia does not waive its rights to enforce the agreement, including these Terms or to protect its intellectual property by any other means permitted by law.



- 20.4 **Remedies for non-compliance.** If verification reveals any unlicensed use, you must promptly order sufficient licenses to cover your use. If material unlicensed use is found, you must reimburse Continia for the costs Continia has incurred in verification and acquire the necessary additional licenses at single retail license cost within 30 days.

## 21 Limited warranty

- 21.1 **Limited warranty.** If not otherwise expressly set out in these terms, Continia makes no specific warranty about the Continia Software Product and the Continia Online Service. If you follow the instructions, the software will perform substantially as described in the Continia materials that you receive in or with the software. References to "limited warranty" are references to the express warranty provided by Continia. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under local consumer law.
- 21.2 **Term of warranty; Warranty recipient; length of any implied warranties.** The limited warranty covers the software for one year after acquisition by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If the first user transfers the software, the remainder of the warranty will apply to the recipient.
- 21.3 **Exclusions from warranty.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Continia's reasonable control. Furthermore, the warranty does not cover situations due to the fact that the Continia Software Product and the Continia Online Service has not been used in accordance with the user guide, and the warranty does not cover errors arising in connection with the implementation of the customized code or damages that can be attributed to the implementation of the customized code.
- 21.4 **Remedy for breach of warranty Purchased license.** Continia will repair or replace the Continia Software Product at no charge. If Continia cannot repair or replace it, Continia will refund the amount shown on your receipt for the software. It will also repair or replace supplements, updates and replacement software at no charge. If Continia cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to Continia with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.
- 21.5 **Remedy for breach of warranty subscription license.** Continia will repair or replace the software at no charge. If Continia cannot repair or replace it, Continia will refund the license price that has been paid for the past 12 months' period. These are your only remedies for breach of the limited warranty.

**This warranty gives you specific legal rights, and you may also have other rights which vary from country to country.**