End User License Agreement (EULA)

1. DEFINITIONS

1.1. "Licensee" shall mean a physical person or legal entity that has acquired a license to the Software.

1.2. "EULA" shall mean this standard End User License Agreement.

1.3. "FORNAV" shall mean FORNAV ApS, VAT number DK37045160.

1.4. "Initial Update Term" shall have the meaning set out in clause 7.3 below.

1.5. "Partner" shall mean the authorized reseller or distributor of FORNAV from whom the Licensee has purchased the license to the Software and/or receives support from.

1.6. "Software" shall mean any software (whether provided as downloadable or as an online service), tool, utility, documentation, or similar delivered by FORNAV including the license file, and any revision, update, or upgrade hereto which are made available by FORNAV to the End User.

1.7. "Working day" shall mean Monday to Friday, except for national holidays in Denmark, and 5th of June, 24th of December, and 31st of December.

1.8. "Peppol Authority" shall mean the organization responsible for the Peppol Network. More information about Peppol can be found at https://www.peppol.org.

1.9. "Peppol Dataset Types" shall mean a type of data structure which has been approved by the Peppol Authority for use in the Peppol Network

2. SCOPE OF THE END USER LICENSE

2.1. FORNAV hereby grants to the Licensee a non-assignable, non-transferable, non-sublicensable and non-exclusive right to use the Software in accordance with the terms and conditions set out in this EULA solely for the Licensee's own internal business operations. The license is effective upon installation by the Licensee and remains in force until termination by either party.

2.2. The Software can be licensed as (i) a perpetual license or (ii) a subscription license that needs to be renewed monthly or annually (every 12 months).

2.2.1. A perpetual license gives the Licensee a right to use the licensed version of the Software perpetually.

2.2.2. A subscription license gives the Licensee a right to use the Software (the current or at any time the latest version) one (1) month or one (1) year from the date of purchase. The FORNAV Pricelist will determine which options are available. If the subscription license is not renewed, the Licensee no longer has any right to use the Software.

2.2.3. A subscription license is automatically renewed, unless the Licensee has informed the Partner otherwise by giving three (3) months' written notice before the end of

an update term (a 12-month period) for a yearly subscription – or two (2) weeks' notice for a monthly subscription.

2.3. The Software is a standard product. It shall be the sole responsibility of the Licensee to ensure that the functions of the Software fulfill the requirements and expectations of the Licensee.

2.4. The Licensee's right to use the Software requires that the Licensee has accepted the terms and conditions in this EULA. One license (perpetual or subscription) gives the Licensee the right to use the Software for one physical person or one legal entity, for the number of users and user types, and production environments acquired, and for one database or one tenant.

2.5. The Licensee agrees that FORNAV may audit the Licensee's use of the Software for compliance with this EULA at any time. In the event that such an audit reveals any use of the Software by the Licensee other than in full compliance with the terms of this EULA, the Licensee shall reimburse FORNAV for all reasonable expenses related to such an audit in addition to any other liabilities the Licensee may incur as a result of such non-compliance.

2.6. In case of termination of the agreement with the Partner, FORNAV may with regard to FORNAV's Software take over or reassign the Licensee of the Partner to another partner.

2.7. In case the Licensee wants to reassign to another partner other than the Partner, the Licensee must inform FORNAV hereof in writing no later than two (2) months before the end of an update term, cf. clause 7 below.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. The Licensee shall obtain no rights to the Software other than what is explicitly stated under clause 2 above. FORNAV retains all intellectual property rights to the Software, updates, documentation, and all data enclosed in it, including, but not limited to, copyright, trademarks and other rights, titles and interests in and to the Software.

3.2. The Licensee may not reverse engineer, decompile, or disassemble the Software except when otherwise allowed by mandatory statutory provisions. The Licensee shall always notify FORNAV in writing in advance of such acts.

3.3. Upon an infringement of FORNAV's intellectual property rights, FORNAV shall be entitled to terminate this EULA for cause with immediate effect, as per clause 12.1.

4. USE OF THE SOFTWARE

4.1. By installing, copying, or otherwise using the Software, the Licensee agrees to be bound by the terms of this EULA.

4.2. The Licensee acknowledges that the use of some parts of the Software and licensing may require connection to the Internet.

4.3. Should the Licensee use the Software in violation of this EULA, FORNAV is entitled to a penalty amounting to two times FORNAV's list price for the unpaid End User license. The penalty shall be calculated in accordance with the list price of the End User license valid at the time FORNAV becomes aware of the unauthorized use of the Software.

4.4. The Licensee alone is responsible for the backup of all data, configurations, and settings stored in the Software.

5. USE OF THE SOFTWARE WITH FORNAV ONLINE SERVICES

5.1. Some use of the Software requires the Software to use one or more online services in the cloud computing platform Microsoft Azure (or other cloud computing platforms). It is expressly stated that FORNAV is not responsible for downtime or other interruptions in the service relating to Microsoft Azure (or other cloud computing platforms) and/or otherwise out of FORNAV's control.

5.2. The usage of FORNAV online services on Microsoft Azure (or other cloud computing platforms) is covered by FORNAV, based on "fair usage" consumption. This is defined as executing 50 pages (print to printer, PDF, Microsoft Word, preview, Save As…) per user per day, measured as an average over 30 days. For the "unlimited users" license, this is defined as 1000 pages (print to printer, PDF, Microsoft Word, preview, Save As…) per day, measured as an average over 30 days. Should the number of pages exceed this, FORNAV reserves the right to invoice the Licensee for additional cloud computing usage.

5.3. When using FORNAV Direct Print and/or File Service, "fair usage" is defined as two (2) services or instances of either Direct Print or the File Service. Should the number of services exceed this, FORNAV reserves the right to invoice the Licensee for additional usage.

5.4. When using the FORNAV online services, data are transferred to and from the service. This data is not stored or logged by FORNAV. The Licensee accepts that FORNAV can have access to data as part of a support incident, preventive troubleshooting, debugging, or other activities to ensure stable operation of the FORNAV online services. FORNAV may collect telemetry data about usage of the software for performance, optimization, improvement, billing, and statistics.

6. USE OF THE SOFTWARE WITH PEPPOL NETWORK

6.1. FORNAV acts as a Peppol Access Point connecting the Licensee to the Peppol Network in order to facilitate the exchange data between the Licensee and their customers and suppliers.

6.2. When using FORNAV PEPPOL software and services, the Licensee acknowledges:

   a) that FORNAV is entitled to perform the relevant Peppol Services, including receipt and/or transfer of Peppol Dataset Types, on behalf of or for the benefit of the Licensee

   b) that the Licensee remains fully liable and responsible for the contents of the data exchanged, including that the data adheres to the rules defined for the relevant Peppol Dataset Type, as well as compliance with applicable law and any resulting business commitment

   c) that the Licensee also remains fully responsible that the datasets sent are technically correct and valid according to the rules defined for the relevant Peppol Dataset Type

   d) that the Licensee will be blocked without notice from the Peppol Network in case of indications of fraud, spam or other criminal acts, at the sole discretion of FORNAV.

6.3. The Licensee accepts that FORNAV will verify the identity of the Licensee in accordance with the requirements from the Peppol Authority, and that FORNAV at any time can request additional information to verify the identity of the Licensee. The Licensee also accepts that such verification will be redone on a regular basis, and at least once a year. If FORNAV is not able to verify the identity of the Licensee, FORNAV can block the Licensee's access to the Peppol Network and cannot deliver PEPPOL software or services to Licensee.

6.4. FORNAV will log all activities executed by its services, including the sending and receiving of business documents and datasets, to the extent possible under applicable law, for support, traceability and statistical purposes. FORNAV can, on reasonable request from other actors directly involved in sending and receiving datasets or from the Peppol Authority, reveal or give access to relevant data from the logs.

6.5. FORNAV is not responsible for any irregularities, including but not limited to, lack of access, interruptions or downtime related to the Peppol Network, whether this is due to the Peppol Authority or any third-party providing service for the Peppol Authority or for FORNAV. Similarly, FORNAV is not responsible for any removal or blocking of access of the Licensee to the Peppol Network.

6.6. The usage of FORNAV with the Peppol Network is covered by FORNAV, based on "fair usage" consumption. This is defined as executing eight (8) documents (to or from the Peppol Network) per user per day, measured as an average over 30 days. For the "unlimited users" license, this is defined as 160 documents (to or from the Peppol Network) per day, measured as an average over 30 days. Should the number of documents exceed this, FORNAV reserves the right to invoice the Licensee for additional usage.

7.   UPDATES

7.1. FORNAV will use its best endeavors to ensure on-going development of the Software, including correction of errors and inexpediency and, at the discretion of FORNAV, to change the Software with the aim of making the Software compatible with new versions of third-party's standard software.

7.2. Subscription license:
   7.2.1. When purchasing a subscription license to the Software, an update fee is included in the subscription license, thus the Licensee will have access to relevant updates.

7.3. Perpetual license:
   7.3.1. When purchasing a perpetual license to the Software, the purchase of relevant updates is mandatory in the first year (the "Initial Update Term"). The Initial Update Term runs from the date of purchase for the following 12 months. The Licensee must pay an update fee for the Initial Update Term, according to the FORNAV Pricelist.

   7.3.2. After the expiry of the Initial Update Term, the Licensee will have access to relevant updates, unless the Licensee has informed the Partner otherwise by giving three (3) months' written notice to the end of an update term (a 12-month period). The Licensee must pay an update fee for access to these updates, according to the FORNAV Pricelist.

   7.3.3. Should the Licensee decide not to renew, the Licensee will no longer be eligible for any new updates, to support, nor to purchase any additional users or features to the license.

7.4. In the event that the Licensee has terminated this EULA regardless of cause and wants to reactivate it, the Licensee must pay for both the updates that have been released in the inactive term and any new updates. The update fee for the inactive term (the retroactive fee) shall be calculated on the basis of the license fee paid at the time of the acquisition of the license, in accordance with the FORNAV Pricelist. The retroactive fee is calculated yearly with the percentage rate stipulated in clause 7.3.1 plus three (3) percentage points.

7.5. The Licensee acknowledges that updates to the Software may not work with the Licensee's hardware, add-ons, third-party software, or custom fit adjustments or modifications.

7.6. The use of updates is the sole responsibility of the Licensee, and the Licensee should install, test, and validate any update in a similar test environment, before installing on their production system.

8. SUPPORT

8.1. The Partner is the Licensee's first point of contact and reference in respect to all matters concerning the Software, including but not limited to support.

8.2. FORNAV offers online support to the Partner.

8.3. Support enquiries that are not related to errors that are reproducible in the most recent version of the Software and in the most recent version of the Microsoft Dynamics 365 Business Central standard database and that cannot be answered electronically or that require more in-depth conversation or meetings, will be invoiced according to the FORNAV Pricelist.

9. ASSIGNMENT

9.1. The Licensee is not entitled to lend, lease, sublicense, transfer, or otherwise assign its rights and obligations given under this EULA without FORNAV's prior written consent. Any assignment shall not be legal without FORNAV's prior written consent. 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.

9.2. If the Licensee assigns the Software in conflict with the provisions above, FORNAV may terminate this EULA with immediate effect, as described in clause 12.

9.3. FORNAV may at any time in full or in part assign its rights and obligations under this EULA to any third-party.

10. INFRINGEMENTS OF THIRD-PARTY RIGHTS

10.1. FORNAV represents and warrants that it has the right to license the Software, including any documentation, to the Licensee, and that FORNAV holds the necessary rights, titles, and licenses to allow the Licensee to perform all rights contemplated by this EULA, and that the Software does not infringe any third-party's right that is valid within and enforceable in Denmark.

10.2. The above representations and warranties do not apply to infringements or misappropriations resulting 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. If the Licensee embeds fonts or any

other third-party intellectual property using the Software, it is the sole responsibility of the Licensee to have the necessary rights to do so.

10.3. If a third-party towards the Licensee claims that the Software infringes third-party rights, the Licensee shall immediately inform FORNAV in writing and FORNAV shall take over the defense of the claim. FORNAV shall at its cost have full control of any proceedings arising out of any infringement of third-party rights.

10.4. If the Licensee becomes aware of any infringement or potential infringement of the Software it shall promptly notify FORNAV in writing.

11.   PROVIDED "AS IS" AND "AS AVAILABLE"

11.1. The Software and any related documentation is provided "as is" and "as available" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose. The entire risk arising out of use or performance of the Software remains with the Licensee.

11.2. The Software delivered under this EULA is a standard product, and the Licensee is aware that no software product is faultless in all situations and combinations.

11.3. FORNAV is not liable for any defects. This EULA includes neither warranty against defects, nor any warranty of fitness or suitability for a particular purpose.

11.4. Immediately after a reproducible error or defect is discovered or should have been discovered, the Licensee must give notice to the Partner specifying the error or defect.

11.5. FORNAV will use its best endeavors, but are not obligated, to remedy errors and defects which are reproducible in the most recent version of the Software and in the most recent version of the Microsoft Dynamics 365 Business Central standard database.

11.6. The actual scope and procedure for remedy of any errors or defects is at the free and independent discretion of FORNAV, who may remedy essential errors and defects by releasing an update of the Software. FORNAV will remedy non-essential errors and defects to the extent FORNAV finds it necessary. Regardless, if FORNAV decides to remedy errors or defects, such remediation will only occur in the newest available version of the Software.

12.   TERMINATION

12.1. The Licensee may terminate this EULA 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 refunds.

12.2. In the event that the Licensee fails to comply with any of the terms or conditions of this EULA, FORNAV may terminate for cause the Licensee's right to use the Software with immediate effect. Upon such termination the Licensee must destroy and delete all copies of the Software and shall not be entitled to any refunds.

13.   LIMITATION OF LIABILITY

13.1. The general Danish rules on damages apply with the below mentioned exceptions.

13.2. FORNAV expressly disclaims any liability, whether expressed or implied 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 FORNAV (iii) the interaction between the Software and any other hardware and/or software environment, including third-party software, and organization at the Licensee's location or at any remote location, including but not limited to hosting or data centers (iv) errors, defects, and inexpediency of third-party's products, delivered by FORNAV as part of the Software (v) the Licensee's changes and/or modifications in or with the Software, and (vi) compatibility between the Software and any new version, update etc. of third-party's software.

13.3. FORNAV shall not in any way be liable for circumstances related to the non-fulfilment of the Licensee's duties in respect of this EULA. In no event shall FORNAV be held liable for any damage resulting from loss of data, loss of revenue, loss of profits or goodwill or other indirect or consequential damages. FORNAV's liability under the EULA can under no circumstances exceed an amount corresponding to the license fee paid by the Licensee under the EULA excluding any update fee paid in accordance with clause 7 above in the last 12 months leading up to the event giving rise to the claim.

14. VALIDITY

14.1. If any provision in this EULA 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 EULA.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. This EULA shall be governed and construed by Danish law, except for Danish law's rules in choice of law and CISG, and supersedes all prior and contemporaneous oral and written proposals and communications between the Parties.

15.2. The Parties will use all reasonable efforts to solve any controversy that may arise from this EULA amicably at senior management levels of both parties. If the dispute cannot be solved amicably between the Parties, each Party has the right to require that the dispute is sought to be settled by mediation in accordance with the Association of Danish IT Attorneys' ("DITA") Mediation Procedure (www.danskeitadvokater.dk). To initiate the mediation a Party shall give notice in writing to the other Party requesting a mediation. A copy of the request shall be sent to DITA. The mediator shall be nominated by DITA no later than 8 (eight) working days after DITA's receipt of the notice. No Party may commence any court proceedings in relation to the dispute until the Parties have attempted to settle the dispute by mediation. As a minimum, a Party shall be obliged to attend the first meeting convened by the mediator. A Party shall be entitled to commence court proceedings if any delay of such proceedings may result in the forfeiture of any right, e.g. due to time-barring.

15.3. Disputes that cannot be settled amicably, nor by mediation, shall be settled at the Maritime and Commercial High Court of Denmark.