

Appendix A. End User's Declaration/Licence Conditions

LICENCE - Skolebordet.DK

1. LICENCE CONDITIONS

- 1.1 These licence conditions (the conditions) apply to all quotations, order confirmations, sales and deliveries from Skolebordet.dk ApS, Gissselfeldvej 12 A, 4690 Haslev (CVR-no 34 88 26 65) ("Licensor"), whether or not it takes place from Licensor or one of Licensor's distributors. The responsibility of Licensor's distributor will not exceed the responsibility of Licensor according to these licence conditions.
- 1.2 Licensor's customer (Licence-holder) is committed by these conditions during the entire contract period and it is license-holder's responsibility to ensure that Licence-holder's users (the users) comply with the conditions as well.

2. THE PROGRAM

- 2.1 Licensor is the owner of all rights to "SchoolBoard". The purpose of the Program is to optimize knowledge sharing, handling of documents and cooperation during training (the Program).
- 2.2 The Program is based upon a Microsoft Office 365 platform ("Office 365") and therefore complies with the general conditions, functionalities and applications of Office 365. Please see below item 9 concerning the specific conditions valid in connection with Office 365.

3. THE LICENCE

- 3.1 Licensor hereby gives to Licence-holder a non-transferable right of use of the Program under the terms stated in these conditions.
- 3.2 Licence-holder can offer the Program to the number of Users for which the licence has been bought. Licence-holder will currently keep Licensor informed about number of users.
- 3.3 The licence does not include Licensor's further development of the Program.
- 3.4 Licence-holder's right to use the Program (or any immaterial right belonging to Licensor) does not include any licence, right, power of attorney or any other authorization for creation of derived works based upon the Program which may in any way result in use or partly use of the Program in other programs or works. Licence-holder must not make any kind of "reverse engineering", "decompilation", or "disassembly" of the Program.
- 3.5 Licence-holder can only use the Program in accordance with its purpose and this Contract.

4. LICENCE PERIOD AND RENEWAL

- 4.1 The licence is valid for the customer's whole contract period with Skolebordet.dk ApS concerning the SchoolBoard.
- 4.2 The licence can be terminated by the Parties in writing with 3 months' notice.
- 4.3 If licence is terminated – no matter why – Licence-holder must cease using the program immediately and cancel, delete and remove the Program.

5. PROPERTY RIGHTS AND IMMATERIAL RIGHTS

- 5.1 Licensor owns full copyright, claim and all other rights to the Program and possible further developments including improvements of the Program made by any of the parties. Licensor is not aware of any third-party rights which may prevent Licence-holder's use of the Program.
- 5.2 Any (i) disregard of Licensor's rights including independent development of or (ii) negligent handling of the Program that makes it possible for third-party to copy source codes from the program, will be considered a major violation of this contract.
- 5.3 License-holder is committed to inform Licensor immediately about third-party's possible violation of Licensor's rights that may be known to Licence-holder.

- 5.4 Licensor cannot be made responsible for a possible loss that Licence-holder may suffer if Licensor's immaterial rights to the Program cannot be maintained – are limited or violate third-party's rights.

6. SCOPE OF CONTRACT

- 6.1 The contract only includes licence and support as described above and in Appendix C. Installation and configuration of the Program and Microsoft Office 365 is not included in this contract.

7. FEE AND PAYMENT

- 7.1 Licence fee will be paid by Licence-holder directly to the Licensor's distributor.
7.2 If timely payment to the distributor is not made, it is considered major violation of these Conditions and entitles Licence-holder to suspend or dissolve the Licence.

8. MICROSOFT OFFICE 365

- 8.1 The Program is based upon Microsoft Office 365. This contract does not provide Licence-holder with a licence for Microsoft Office 365 and Licensor it not responsible for obtaining the licence or for the conditions involved.
8.2 Licensee's business relation to Microsoft and Licensee's use of Microsoft Office 365 is in every sense no concern of Licensor and Licensor is under no circumstances responsible for the application of or contents of Office 365 including use, conditions, licence, functionality or uptime.
8.3 Licence-holder is aware that changes in Office 365 may result in changes, limitations or modifications of the Program. Licensor can under no circumstances be held responsible for such changes, limitations or modifications.

9. RESPONSIBILITY – LIMITED RESPONSIBILITY

- 9.1 Licence-holder is aware of and accepts that licence to the Program is provided as it exists and that the Program is delivered without any guarantee from Licensor other than the system description of the Program is accurate.
9.2 Licensor cannot under any conditions no matter the reason be made responsible for loss of expected profit, loss of data, damaged records or data or any other indirect loss, consequential loss or the like. This means that Licence-holder cannot request, demand or apply Licensor for compensation for losses and Licensor will not hold Licensee-holder indemnified for such claims.
9.3 To the greatest possible extent permitted by governing law, Licensor disclaims any product liability resulting from loss or damage of property normally intended for commercial use according to its nature.
9.4 In any case – no matter the circumstances – Licensor's total responsibility for loss or damage caused by or in connection with this contract or use or phasing out of the Program or services connected to the Program is limited in monetary terms to the licence fee paid by Licence-holder to Licensor for this Program during the preceding year.
9.5 Licensor is not responsible or liable for damages for corrections or other modifications in the Program or any service or support to the Program carried out by Licence-holder himself or delivered by third-party. Furthermore, Licensor is not responsible for or liable for damages for shortcomings resulting from conditions beyond Licensor's control among others other programs and resulting from integration or interaction between the Program and Licence-holder's own IT-surroundings.
9.6 Licensor it not responsible for the documents saved in the Program by the users – among others if they violate governing law.

10. VIOLATION

- 10.1 The contract can be terminated by both parties if it is a matter of major violation. The party requesting a termination must first forward a demand in writing describing the

pleaded violation. Unless the violation has ceased 7 days at the latest after the dispatch of the claim, the termination becomes effective.

- 10.2 It is considered major violation of these conditions if the Program is used for saving, distributing or producing materials, information or data violating governing laws, rules or guidelines, violating third party's rights, violating other people's private lives or are ethically or morally offensive.
- 10.3 In case of Licence-holder's or a user's violation, Licensor is entitled to suspend the licence until the violation has ceased.

11. FORCE MAJEURE

- 11.1 None of the parties can be held responsible for damage caused to the other part as a direct or indirect result of the first party being delayed or prevented from fulfilling its obligations according to this contract due to force majeure. The following is among others considered force majeure – war and mobilisation, natural disasters, strikes, lockout, fire, damage to manufacturing equipment, import and export regulations and other conditions beyond the control of the party in question.

12. TRANSFERENCE

- 12.1 Licence-holder is not entitled to transfer or hand over rights or obligations according to this contract. Licence-holder is not entitled to create sub-licences with third party.
- 12.2 Licensor is entitled to transfer or hand over rights or obligations according to this Contract in connection with a sale or transfer of Licensor's rights to the Program.

13. CONFIDENTIALITY

- 13.1 Both parties undertake to handle the contents of this Contract confidentially. Each party undertakes to handle technical and commercial information received in connection with this Contract confidentially and not handover such information to third-party. Information about Licence-holder's business relations including his customers and their business relations are defined confidential information.
- 13.2 Licence-holder undertakes not to disclose the used technology and know-how. Furthermore, Licence-holder undertakes to take active required measures to keep secret the technology and know-how of the Program.
- 13.3 Each party is entitled to make public and refer to the co-operation to potential business partners it must, however, be specified that one party cannot without prior consent from the other party transmit or make public the other party's confidential information or information about the fee.
- 13.4 Each party can transfer the contents of this Contract to potential investors or (for Licensor) potential purchasers of the Program provided that the transfer only takes place after previous acceptance of confidentiality agreement ensuring that recipient has undertaken not to transfer or misuse the information received.
- 13.5 The obligations of below item 14 are also valid after termination of the Contract regardless of the reason for the termination.
- 13.6 Regardless of the above, Licensor is entitled to list Licence-holder and the individual institutions that have obtained licence as customer reference.

14. CHOICE OF LAW AND VENUE

- 14.1 Any dispute between the Parties will be settled by Danish law by Licensor's Venue. Licensor is, however, entitled to require that a dispute is settled by arbitration according to the rules of the Det Danske Voldgiftsinstitut (Danish Arbitration Institute).