

## END-USER LICENCE AGREEMENT FOR SOFTWARE FROM DATALOGISK A/S

May 2018

### 1. Definitions

- Datalogisk A/S hereinafter **Datalogisk** sells and distribute software mentioned in this agreement
- Purchaser of software and subscription agreement is hereinafter mentioned as **Licensee**
- Software is all software including modules developed and distributed by Datalogisk.

### 2. Scope of license

DATALOGISK hereby grants the Licensee a non-transferable, non- exclusive right of use of the software/software modules supplied by DATALOGISK (hereinafter referred to as the "Software") and the associated documentation. The right of use solely comprises the Licensee's own use of the Software, and the Licensee shall thus not be entitled to transfer/assign the right of use, whether by sale, lease or lending, etc., or otherwise give any third party access to using the Software.

The right of use shall be conditional on the Licensee's payment of the set- up fee as well as the current, mandatory right of use and service fee.

The right of use shall remain effective for as long as the Licensee maintains and pays for the mandatory, current total right of use/service subscription agreement with DATALOGISK in respect of all acquired Software and the agreement has not been terminated in accordance with this Agreement, including clause 11 on termination. For some products, DATALOGISK may, at its sole discretion, offer that the Licensee may pay a single fee to DATALOGISK for the right of use for an unlimited period without an associated right of use/service subscription agreement.

When the right of use/service subscription agreement expires, DATALOGISK will, after the expiry of the last right of use/service subscription agreement period, remove the right of use.

Where the Licensee fails to pay invoices when due, the right of use shall lapse in its entirety, and any continued use of the Software shall constitute an infringement of DATALOGISK's rights.

### 3. Terms of delivery and payment

For the purposes of this License Agreement, the term "Delivery" shall be understood to mean the time when the Software is made available to the Licensee. This is can be done either by sending activation code, or by assigning username and access code.

The set-up fee will be invoiced by DATALOGISK upon delivery of the software. The current, mandatory right of use/service fee will be invoiced in advance for a period of one year at a time (the Service Period). Invoices are preferably forwarded as e-mail and fall due 14 (fourteen) days after the invoice date, and if invoiced amounts are not paid when due, DATALOGISK shall be entitled to charge a default interest of 1.5% per month or part thereof, without issuing an explicit demand for interest payment. A reminder fee of at least DKK 100.00 will be charged by DATALOGISK for each reminder sent out in case of late payment.

### 4. Copying

The Licensee is entitled to perform such copying as is necessary for the use of the Software, including installation on the Licensee's equipment. In addition, the Licensee is entitled to copy

the Software for backup purposes. The Licensee shall not be entitled to produce further copies, and the above-mentioned allowed copies may not be transferred to any third party. Where the Licensee sells to a third party any equipment on which the Software has been installed, the Licensee shall ensure that the Software has been deleted prior to giving the equipment to the third party.

The Licensee shall not be entitled to use the content of the databases associated with the Software in any other context than for the use of the Software.

## **5. Changes and adjustments**

The Licensee is entitled to make such changes and adjustments to the Licensee's copies as are supported by the Software and as are necessary in order for the Software to be used for its intended purpose.

However, the Licensee should take notice that any changes/adjustments to the Software not performed by DATALOGISK will possibly waive DATALOGISK's liability in full or in part, and any changes/adjustments may cause problems, e.g. in the form of lost functionality, particularly in relation to future updates, etc. from DATALOGISK.

## **6. Intellectual property rights**

DATALOGISK holds all rights to the Software, including all copyrights, trademark rights and any other intellectual property rights. Any infringement of DATALOGISK's rights shall be considered a material breach of this License Agreement. The Licensee may not crack or change license codes, change/remove module-specific serial numbers, indications of rights, trademarks or similar.

## **7. Third party rights**

DATALOGISK warrants that the Software does not infringe the intellectual property rights of any third party.

If a third party makes objections against the use of the Software, the Licensee shall immediately give DATALOGISK notice about this. If such notice is given, DATALOGISK may choose to take over the case and any related expenses. DATALOGISK is entitled, at its own expense, to take over the case, for instance in order to safeguard DATALOGISK's interests in connection with a possible court case, and to enter into a settlement in respect of the alleged infringements.

Where a third party should succeed in the claim that an infringement exists, either in the form of a final and conclusive judgment or an arbitration award, DATALOGISK shall be obliged, at its own expense, to either 1) obtain the continued right to the use of the Software; or 2) cease the infringement by changing the Software; or 3) replace the Software with a different product which contains the same overall functions as the Software; or 4) without notice terminate this License Agreement and immediately repay the right of use/service fees paid by the Licensee to DATALOGISK from the time of the occurrence of the infringement, however at least the amount of the right of use/service fee paid for the current right of use/service subscription period. In case of cancellation of this License Agreement, the Licensee shall uninstall the Software, including, without limitation, updates, new releases and new versions, and also destroy any backups and/or archived copies of these. Except for the obligations stated above, DATALOGISK shall not be subject to other obligations or liability, and the Licensee shall not be able to exercise any remedies for breach other than the above in consequence of infringement of third party rights, including raising claims for damages, notwithstanding the level of negligence exhibited.

## **8. The Licensee's choice of product**

DATALOGISK's Software products are standard products that can be used "in their present

state and condition," and DATALOGISK shall not be liable for the Software's compliance with the Licensee's requirements and wishes.

## **9. Remediating of errors and defects**

DATALOGISK draws attention to the fact that it is not practically possible to produce software that can be executed without errors in any situation or combination.

The Licensee is encouraged to log in or install and test the Software immediately after delivery. For a period of 3 (three) months after delivery, DATALOGISK guarantees a replacement delivery of the Software if it is impossible to install due to errors in connection with download. However, this does not constitute a guarantee that the Software can be installed or used, as the configuration, etc., of the Licensee's equipment and system may cause problems or render a suitable installation impossible.

At [www.Agrinavia.com](http://www.Agrinavia.com) a specification of hardware requirements is available.

Where the Licensee submits a written complaint about material errors in the Software which prevent the execution of vital functions in the Software, DATALOGISK shall, for a period of 6 (six) months after delivery, be obliged, at its sole discretion, to either 1) deliver a new, error-free version of the Software free of charge; or 2) correct the error within a reasonable period of time and free of charge, provided that the error can be reproduced at DATALOGISK and corrected at DATALOGISK; or 3) refund the right of use/service fee paid by the Licensee for the Software in question for the period from the time of the Licensee's complaint, provided that the Licensee uninstalls the Software and deletes all copies of the Software in question.

Error recovery may consist of directions and recommendations for circumventing the error so that the error no longer significantly affects the Licensee's use of the Software.

DATALOGISK endeavors to also correct non-material errors and inappropriate issues. Such error recovery, etc., will only be released in the form of future updates, however. In order to receive such future updates, the Licensee must have taken out a service subscription which is valid at the time of complaint.

The right of use is granted for the Software in its present state and condition and does not include any other forms of guarantees, warranties, remedy rights or remedies for breach other than those described above. The Licensee shall consequently not be entitled to raise any claims against DATALOGISK, other than the remedies set out above, due to errors and defects in the Software or due to DATALOGISK's failure to correct such errors and defects or because the Software's execution and performance are not free from disruption or errors.

## **10. Limitation of liability**

In no circumstance can DATALOGISK be held liable for indirect losses or consequential damage, e.g. loss of expected revenue, expected subsidies or payments in general, loss of profit, goodwill or damage to the Licensee's other data or databases, or loss of any other type, or disruption of business which may occur during the use of the Software or because of the Software's defective/insufficient performance.

A number of functions and calculations in the Software are based on legislation, rules and guidelines in the respective areas. DATALOGISK shall endeavor to stay continuously updated on such rules, guidelines, etc., but DOES NOT WARRANT being familiar with all rules, guidelines, etc., applying to the area. Calculations, recommendations and indications may in some instances result from DATALOGISK's use and interpretation of such rules, e.g. based on guidelines issued by public authorities. DATALOGISK attempts as best possible to correctly interpret the underlying regulations in accordance with applicable practice and good agricultural practices but DISCLAIMS ANY LIABILITY for the use of the rules and the correctness of the interpretations as well as the results of any calculations and indications in the Software. ANY USE OF CALCULATIONS, RECOMMENDATIONS AND INDICATIONS IN

DATALOGISK'S SOFTWARE CONSEQUENTLY TAKES PLACES AT THE LICENSEE'S OWN RISK, and DATALOGISK disclaims any liability vis-à-vis the Licensee or third parties in this respect.

DATALOGISK may, in some instances, choose not to perform complex calculations and interpretations, and DATALOGISK DOES NOT WARRANT THAT THE FUNCTIONS IN THE SOFTWARE WILL SUPPORT ALL CALCULATIONS.

The Licensee is recommended to always perform a professional assessment of calculations, etc., before making decisions on this basis.

DATALOGISK's aggregate liability in damages for loss and damage can under no circumstances exceed the amount of the right of use/service fee paid for the Software in question.

The above exemption of liability shall also apply to product liability to the extent that mandatory rules of law do not prevent such exemption.

DATALOGISK shall not be liable for errors and defects caused by external factors, including other software or products. Also, DATALOGISK shall not be liable for integration of or interaction between the Software and the Licensee's own equipment and software environment.

DATALOGISK shall not be liable for the Software's compatibility with new versions, updates, etc., of third party software.

## **11. Force Majeure**

Neither party shall be liable for damage suffered by the other party as a direct or indirect consequence of the party's delay or prevention of performance of its obligations under this License Agreement due to a force majeure situation. Force majeure situations include, without limitation, war, mobilization, natural disasters, strikes, lockouts, fire, water damage, import and export restrictions, virus attacks and other unforeseen circumstances which cannot be prevented by reasonable measures taken by the other party.

## **12. Duration and termination of the Agreement**

The Licensee may terminate this Agreement by cancelling the mandatory right of use/service subscription agreement. By cancelling of the mandatory right of use/service subscription agreement, the Licensee automatically terminates this Agreement at the same time, and the Licensee's right of use consequently lapses upon the expiry of the mandatory right of use/service subscription agreement.

DATALOGISK may terminate this Agreement subject to 3 (three) months' notice to take effect at any time. Upon DATALOGISK's termination of the Agreement, any fees for right of use/service subscription agreement prepaid by the Licensee for the period after the termination of the Agreement will be refunded.

## **13. Assignment**

The Licensee may not assign rights and obligations under this Agreement to any third party.

DATALOGISK may assign rights and obligations under this Agreement in full or in part to any third party without the Licensee's prior consent.

## **14. Breach by the Licensee**

Where the Licensee is in breach of this License Agreement in connection with the use of the Software, e.g. by infringing DATALOGISK's copyrights by producing copies in contravention of this Agreement or transferring copies of the Software to a third party or defaults on payments, the Licensee shall be liable in damages in accordance with the applicable general

Datalogisk A/S, Stubbekøbingvej 41, DK-4840 Nørre Alslev, Denmark.  
Tel: +45 70203311 - Fax: +45 70203456 - www.datalogisk.dk - E-mail: mail@datalogisk.dk

rules of Danish law. DATALOGISK may also cancel the Licensee's right of use, following which the Licensee shall no longer be entitled to use the Software, in which case the Licensee shall be obliged to delete all copies and versions of the Software in question.

## **15. Governing law and venue**

Any dispute arising from these terms and the Licensee's use of the Software shall be brought before DATALOGISK's home court. The dispute shall be settled in accordance with Danish law.

## **MANDATORY RIGHT OF USE/SERVICE SUBSCRIPTION AGREEMENT FOR SOFTWARE FROM DATALOGISK A/S**

May 2018

### **1. Scope of subscription**

The subscription solely comprises Licensees who hold a legal right of use of DATALOGISK's Software in accordance with the License Agreement entered into between the parties and this right of use/service subscription agreement. The right of use of DATALOGISK's Software requires the Licensee's acceptance of and compliance with DATALOGISK's "End-user license agreement for software from DataLogisk A/S," including that this present subscription has been taken out for all Software.

Updates of DATALOGISK's Software are released on an ongoing basis by DATALOGISK and will be available for the Licensee to download on the internet, and user manuals and other documentation will be regularly updated.

User manuals are available at [www.agrinavaia.com](http://www.agrinavaia.com).

The service subscription agreement also comprises daily access to DATALOGISK's telephone hotline where the Licensee can get advice and help concerning the use of the Software. DATALOGISK's hotline is open all workdays from 8.00 – 16.00, though only to 13.30 on Fridays. The hotline may be closed in case of holiday at DATALOGISK or during exhibition weeks, however.

Review of data sets and other tasks involving processing of data sets by DATALOGISK are *not* comprised by the subscription.

Service subscriptions are only available for the DATALOGISK products for which a license agreement has been made, and not just for parts thereof.

The service subscription agreement is mandatory unless otherwise agreed in writing.

### **2. End-user license agreement**

Unless otherwise specified in this subscription, DATALOGISK's End- User License Agreement, including exclusion of liability, rights of use, etc., shall also apply to updates, etc., received by the Licensee under this Agreement.

### **3. Content and frequency of updates**

DATALOGISK will endeavor, at DATALOGISK's own discretion, to regularly update DATALOGISK's software, including to correct errors and inappropriate issues and to change and update software and associated databases and standards.

The further development and changes performed by DATALOGISK will be based on the standard edition of DATALOGISK's software, and it may consequently not always be possible to provide for special adjustments and changes made to DATALOGISK's Software at the request of the Licensee. This applies notwithstanding whether the changes/special adjustments were performed by DATALOGISK.

### **4. Fees and terms of payment**

The right of use/service fee appears from DATALOGISK's price list in force from time to time.

The fee is continuously billed in advance for 12-month periods (right of use/service period). The first period shall be from the time of the contracting of the License Agreement.

When additional modules are purchased, the Licensee will be invoiced for the right of use/service fee from the time of delivery until the expiry of the current service period.

If the Licensee wishes to terminate this present right of use/service subscription agreement for a coming right of use/service period, notice must be given to DATALOGISK *no later than* 7 (seven) days after the invoice date stated on the invoice for the coming right of use/service period.

Invoices fall due 14 days after the invoice date, and if invoiced amounts are not paid when due, DATALOGISK shall be entitled to charge a default interest of 1.5% per month or part thereof, without issuing an explicit demand for interest payment. A reminder fee of at least DKK 100.00 will be charged by DATALOGISK for each reminder sent out in case of late payment.

If the invoice is not paid when due, DATALOGISK shall furthermore and without notice be entitled to retain all future updates, etc., for unpaid periods until payment is received, and the Licensee shall not be entitled to use/install updates, etc., received in the unpaid update period, and any violation of this shall be considered material breach of the License Agreement.

The right of use/service fee is the fee in force from time to time as determined by DATALOGISK.

DATALOGISK may adjust the right of use/service fee on a regular basis and without prior notice. The current fee appears from the invoice and information about the amount of the fee can always be obtained by contacting DATALOGISK.

## **5. Protection of data**

Datalogisk stores and processes data on behalf of the Licensee.

Datalogisk use third party hosting company to store data of the Licensee, and make the software available on behalf of Datalogisk.

Only Licensee and dedicated collaborators to Licensee using data sharing has access to data of Licensee. Datalogisk does not use data of Licensee to other purposes than accepted by Licensee.

Processing of personal data and other data by Datalogisk must comply with the provisions of the General Data Protection Regulation (GDPR) (Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) and related acts and derived national legislation. Datalogisk will take all necessary technical and organizational measures necessary to ensure that personal data are not distributed, made accessible or otherwise contrary to the General Data Protection Regulation, shared with third parties.

Licensee is required to keep the username and password of the software secret from any unauthorized user or third party.

## **6. Private data and protection**

See our privacy policy at our homepage, describing collection and use of information

## **7. Implementation of updates**

The Licensee is recommended to follow DATALOGISK's written and oral instructions, if any, and guidelines when implementing updates. The service fee does not contain any additional services to be provided by DATALOGISK other than those mentioned in Clause 1 of this Agreement.

## **8. Special limitation of liability for updates**

In connection with the implementation of new versions, updates, patches, etc., cf. the present service subscription agreement, DATALOGISK shall not be liable for the Licensee's ability to fully exploit changes in the program logic or parts thereof that the Licensee has performed or arranged to have performed.

DATALOGISK does not guarantee backward compatibility between new versions, updates, etc., or the functionality of these, including any effects on special adjustments made. Also in this area, DATALOGISK's end-user license agreement shall apply.

## **9. Duration and termination of the Agreement**

The Licensee may only terminate this right of use/service subscription agreement for future right of use/service periods. The Licensee's notice of termination must be given in writing to DATALOGISK *no later than 7* (seven) days after the invoice date stated on the invoice for the coming right of use/service period.

Upon the Licensee's notice of termination, the Agreement – and the Licensee's right of use – will expire concurrently with the expiry of the current right of use/service period.

Where the right of use/service subscription agreement has not been terminated in writing by the Licensee, cf. above, the subscription will be automatically renewed for the next right of use/service period.

DATALOGISK may terminate this Agreement subject to 3 (three) months' notice to take effect at any time. Upon DATALOGISK's termination of the Agreement, any fees for right of use/service subscription agreement prepaid by the Licensee for the period after the termination of the Agreement will be refunded.

## **10. Assignment**

The Licensee may not assign rights and obligations under this Agreement to any third party.

DATALOGISK may assign rights and obligations under this Agreement in full or in part to any third party without the Licensee's prior consent.

## **11. Governing law and venue**

Any dispute arising from these terms and the Licensee's use of the Software shall be brought before DATALOGISK's home court. The dispute shall be settled in accordance with Danish law.

**By purchasing Software from Datalogisk A/S, by installing Software from Datalogisk A/S and by regularly paying the service subscription fee to Datalogisk A/S, you accept the above terms and conditions.**