

SCALGO Software Maintenance Agreement

This is a legal agreement between you (either a private company or public organization, herein after referred to as “you” or “your”) and SCALGO ApS (hereinafter referred to as “SCALGO”) covering the maintenance and support of SCALGO software packages and associated documentation (hereinafter referred to as “software package”). Having obtained SCALGO software maintenance for a period of time, either by paying a fee or as part of a license agreement, you agree to be bound by the terms and conditions of this agreement.

Coverage. Provided you have a valid software maintenance agreement for a software package, SCALGO provides maintenance and technical support service as described in this agreement for all licenses of the software package.

Valid Maintenance Agreement. SCALGO maintains a list of all your purchased SCALGO software licenses. Your software maintenance agreement is valid for a software package if you have obtained and maintain SCALGO software maintenance for *all* your licenses of the software package. When purchasing a software license you automatically obtain software maintenance for the license for 12 months from the date of invoice. After the 12 months you can purchase software maintenance for the license for the remainder of the calendar year by paying the monthly-prorated portion of the annual SCALGO software maintenance fee for the license; after that your software maintenance for the license will be automatically renewed annually for a 12 month period, and you will be required to pay the annual software maintenance fee for the license, unless you inform SCALGO on or before December 1 that you do not wish to renew. In case you have opted not to purchase or renew SCALGO software maintenance for a license, you can reinstate the maintenance for the license by paying a fee equal to the fee for the period since the maintenance was last in effect for the license.

Maintenance. The maintenance provided to you under this agreement includes all software and documentation updates and upgrade that SCALGO makes publicly available during the maintenance period. Each update or upgrade may include error corrections, function or performance improvement, or addition of new features. SCALGO makes no warranties, expressed or implied, concerning the amount, extent or content of updates and upgrades. For the purposes of the SCALGO software license agreement, updates and upgrades shall be considered as being part of the original software package, such that all material supplied under the SCALGO software maintenance agreement are subject to the terms and condition of the SCALGO software license agreement. Any compatibility between SCALGO software packages is only warranted if all packages are maintained under a SCALGO software maintenance agreement.

Technical Support. The technical support provided to you under this agreement consists of answers to technical questions posed to SCALGO by email or telephone. The support is provided during regular SCALGO working hours and the extent and content of the support is at the sole discretion of SCALGO. The support does not include training or instruction in the operation of the software, hardware support, data processing or consulting work. SCALGO makes no warranties, expressed or implied, concerning the availability or delivery of any error correction as part of the support.

Refusal of Maintenance and Support. SCALGO may refuse to provide maintenance and support services if

either: (1) you have payment for products or services that is overdue; (2) you do not have a valid software license; (3) an error of the software has occurred as a result of your negligent conduct, or your use of the software does not follow the instructions provided in the software package documentation; (3) you have infringed SCALGO copyrights or intellectual property rights; (4) an error of the software has occurred due to incompatible or malfunctioning hardware.

Force Majeure. SCALGO has the right, without any liability, to delay the provision or not provide you with any maintenance or technical support in the event and to the extent that such delay of non-performance is due to an event of Force Majeure. Events of Force Majeure are events beyond the control of SCALGO, which are not reasonably foreseeable and whose effects cannot be overcome without unreasonable expense and/or loss of time to SCALGO.

Change of Terms. SCALGO may change the terms and conditions of this agreement, as well as the annual maintenance fee, annually effective January 1.

Termination. SCALGO may terminate this software maintenance agreement at any time without any prior notice. In such case, SCALGO shall refund you the monthly-prorated portion of the balance of the payment remitted by you. SCALGO may also terminate this software agreement without any liability if you breach the terms and conditions of the agreement or the SCALGO software license agreement, or if the software license agreement between SCALGO and you is terminated for whatever reason.

Choice of Law and Jurisdiction. Any dispute between the parties shall be decided by the ordinary Danish courts in accordance with Danish law.