

## **Webshop.io/Webpage.io Content Management System - Terms and Conditions of Use**

This Agreement is between DAN ("DAN") and the individual or entity ("Customer") having purchased a license for the Webshop.io/Webpage.io Content Management System (the "System").

### **1. License**

#### **1.1**

Subject to Customer's payment of the license fee, DAN grants to Customer a perpetual, non-exclusive, non-transferable right of use to the System and accompanying documentation and/or manuals according to the terms and conditions of this Agreement.

#### **1.2**

The license includes a right for Customer to install the System on one single MS platform, for use in connection with a single website (one IP Address); and to make the System available for the employees of Customer and for Internet users in connection only with the website to which the System is applied.

#### **1.3**

If the System is used for more websites or a multi language website, Customer must purchase a multi-site license to the System equal to the number of sites or language versions of the site to which the System is applied.

### **2. Customisation**

#### **2.1**

DAN offers to make, at no additional cost, one customisation of the design of Customer's website based on the standard parameters of the System in accordance with Customer's design specifications.

#### **2.2**

Any subsequent customisations of the design of Customer's website by DAN shall be subject to Customer's payment of a separate fee therefore.

### **3. Alterations**

#### **3.1**

DAN offers to provide alterations or additional functionality to the System according to Customer's specifications against a separate fee.

#### **3.2**

Customer may alter or otherwise modify the System without the assistance of DAN. Any such alterations or modifications shall immediately relieve DAN of its responsibilities with respect to the System and the functionality of the System.

### **4. Copyright**

#### **4.1**

DAN retains all rights to the System, including without limitation all copyright and other proprietary rights worldwide and in all media. Customer may use the System only as expressly permitted under this Agreement.

#### 4.2

Customer may not and may not permit others to produce, publish, distribute, sell, rent, sublicense, lease, transfer, assign or otherwise access or use the System or a part thereof in any matter whatsoever, that may infringe any copyright or proprietary interest of DAN.

### 5. Indemnification

#### 5.1

DAN shall defend at its own expense any action brought against Customer to the extent that it is based on a claim that the System infringes a patent, trademark or copyright of a third party, provided that Customer promptly gives DAN written notice of such claim or threat of claim. DAN shall indemnify Customer from costs, damages and fees finally awarded against Customer in such action, subject always to the limitations set out in Sections 7.1-7.4 of this Agreement. DAN shall not be liable for any costs, damages or fees incurred by Customer, such action or claim or threat of action unless Customer promptly advises DAN hereof and immediately provides DAN with written authority to defend, compromise or settle the claim.

#### 5.2

This Section states the entire liability of DAN with respect to infringement of copyright or any patents or any other third party rights associated with the System or any parts thereof, and DAN shall have no additional liability with respect to any alleged or proven infringement.

### 6. Limited Warranty

#### 6.1

DAN warrants that the System will substantially conform to the demonstration software, provided the System is used on the computer hardware and with the operating system for which it was designed. Integration with other application software shall be subject to separate agreement. DAN will use best efforts to replace defective media or correct significant software errors at no cost to Customer, provided that Customer notifies DAN of such problems within thirty (30) days of discovering such defect and in no event later than ninety (90) days after Customer's initial access to the System. This is Customer's sole remedy for breach of warranty.

### 7. Limitation of Liability

#### 7.1

DAN shall in no event be liable for any damages resulting from loss of data or use including the costs to reconstruct data, lost profits, loss of anticipated savings nor for any damages that are an indirect or secondary consequence of any act or omission of DAN, whether such damages were reasonable, foreseeable or actual foreseen.

#### 7.2

The System includes a functionality, which can be used to allow third parties to directly or indirectly access certain parts of the System via the Internet. It is the responsibility of Customer to employ sufficient security measures and undertake security audits to keep the System secure from unauthorised access of use and DAN shall be under no liability for any unauthorised access to the System.

#### 7.3

DAN hereby excludes all liability that it has not expressly assumed in this Agreement. These limitations shall apply regardless of the form of action, whether under statute or in contract.

#### 7.4

If any of the foregoing limitations are held to be unenforceable, DAN's liability for damages under this Agreement shall in no event exceed the amount of the fees paid by Customer for the System.

### 8. Force Majeure

#### 8.1

Neither DAN nor Customer shall be responsible for failure to fulfil their obligations, hereunder due to causes beyond their reasonable control that directly or indirectly delay or prevent the timely performance hereunder. Dates or times, by which each party is required to render performance under this Agreement, shall be postponed automatically to the extent that the party is delayed or prevented from meeting them by such causes.

### 9. Governing Law and Venue

#### 9.1

This Agreement shall be governed by Danish law. Any disputes arising out of or in connection with this Agreement shall be settled by the ordinary Courts of Denmark.