

End User License Agreement (EULA) and Privacy Policy for Neets

This End User License Agreement ("Agreement") and all of the terms and conditions herein applies to services and/or products provided by Neets A/S, Horsens, Denmark ("Company") and User ("User").

This Agreement is a legally binding agreement between Company and the User and contains important terms and conditions between Company and User.

By utilizing a paid or free subscription for the Company's services, User acknowledges that User has read, understands and agrees to all of the terms, conditions, obligations and limitations of this Agreement. User agrees that that this Agreement governs User's use of the services.

TERMS AND CONDITIONS

1. Term

The term of this Agreement shall commence when the Company provides access to the services and/or products.

2. Obligations

Company shall provide User with access to the Software and user products. Company will be available during normal business hours (CET) for support on User inquiries. Users will designate a primary contact to send and receive inquiries.

3. Registration

Company shall grant User non-exclusive access to paid software after reception of valid order form and advance payment (if required).

4. Information Provided By User

In order to provide services to User, Company may collect from User and store in its cloud or other storage system basic information, including, without limitation, User's name, address, telephone number(s), email address(es), and information regarding the User or other products, equipment and/or systems present in User premises (collectively, "Basic Information"). Company shall have the right to use Basic Information for any purpose related to Company's internal business activities.

In the event of the Company is re-organized or Company is acquired either wholly or in part, any data transfer in such circumstances will be made in accordance with the legislative requirements applicable to the processing of personal data at any given time.

5. Personal Information Provided By User

User permits Company to disclose User's name and/or project information in a list of representative clients made available in Company's marketing materials and website.

6. Additional Information

During a paid subscription or the use of Company's services, software or/and Products, Company may collect information from User including without limitation

- (a) device-specific information regarding User's smartphone, tablet, computer or any other device(s) which are used to interact with a Company product or service,
- (b) information about which Company product(s) or service(s) User interacts with, and User's navigation among such product(s) or services,
- (c) system configuration and information about the individual components of User's system, and

- (d) questions or inquiries with customer service or technical support (collectively, "Services Information").
- (e) Additional Information Provided By User For A Paid Subscription. Company may obtain User's credit card information.

Company shall have the right to store Services Information in its cloud or other storage system and to

- (a) share Services Information (in a form in which a user is not identified) with its authorized third party dealers,
- (b) perform data-analyses for the purpose of improving Company's products or Services or developing new products or services.

7. Termination

7.1 Company shall have the right to dissolve the Agreement if User is in breach of any of its obligations under this Agreement. Company may provide User with written notice of default and may set a reasonable term in which the breach may be remedied. Company shall never be liable for damages due to termination.

7.2 Upon termination of this Agreement, User shall cease any and all use of the services and/or products from the date of termination.

8. Proprietary Rights

The materials displayed on or contained within the services including, without limitation, all services software, design, text, editorial materials, informational text, photographs, illustrations, games, artwork and other graphic materials, and names, logos, trademarks and service marks (the "Materials"), are the property of Company or its licensors and are protected by copyright, trademark and other intellectual property laws. Company's name, design and related marks are trademarks of Company, all rights reserved.

User agrees not to reproduce, modify, create derivative works from, display, perform, distribute, disseminate, broadcast or circulate any Materials to any third party without express prior written consent of Company. Use of Materials is only permitted with the express written permission of Company.

9. Privacy

9.1 Company collects User information in an effort to improve User's experience, and to communicate with User about Company's products, services and promotions. Company does not sell or rent User's personal information to third parties.

9.2 If Company privacy policy changes, Company shall post an updated version on Company's website. The policy revision date will be posted at the top of the page. User may exercise User's choices about how Company collects User information from time to time.

9.3 Company may collect information — User voluntarily submits to Company, for example:

- (i) Identifying information such as User's name and email address;
- (ii) Security information such as User's username, password, and acceptance of policies, licenses and warranties;
- (iii) Contact information such as User's company name, mailing address and phone number;
- (iv) Billing information such as credit card, expiration date, billing address and account history;
- (v) Queries to Customer Service and Technical Support;
- (vi) Downloads, or searches requested;
- (vii) Browser information such as browser version, IP address, and the presence of various plug-ins and tools.

9.4 Company collects information from User when User voluntarily submit that information to Company, including, for example: registering on our websites, placing an order, subscribing to services, participating in one of our surveys, contests or promotions, attending a company seminar, training session or trade show booth, requesting literature, or contacting Company for technical or customer support.

9.5 Company employs third party vendors, service providers and suppliers to perform various functions on our behalf. Third-party services may include but are not limited to: customer information management; processing credit card or check card payments analyzing data; developing, hosting and maintaining our databases.

9.6 Company utilizes security measures to protect the customer information it collects.

9.7 Company site may contain links to other sites. Company does not control the privacy practices of those websites. Company shall not be responsible for the content and/or practices of any linked websites, and Company provides these links solely for the convenience and information.

9.8 In the event of a security breach of Companies systems, Company agrees to notify users via their supplied email address as to the severity of the breach.

9.9 At the end of the user's subscription, Company agrees to destroy all non-anonymous User specific data within 30 days.

10. Disclaimer of Warranties and Limitation of Liability

10.1 Warranties. User waives any and all claims it may have against Company arising out of the performance or non-performance of the products, software and/or services COMPANY IS PROVIDING, AND USER ACCEPTS, SOFTWARE & SERVICES "AS-IS" WITHOUT WARRANTY OF ANY KIND. COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT USE, DISPLAY OR REPRODUCTION OF THE SERVICES, AND/OR OTHER MATERIALS PROVIDED HEREUNDER WILL NOT INFRINGE ON THE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY THIRD PARTY.

10.2 Limitation of Liability.

Company shall not be responsible for and/or liable to User and/or any third party for any loss or damage caused by the services, software and/or products or by Company's performance under this Agreement. COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE, WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF ANY USE OF THE SERVICES OR ANY PERFORMANCE OF THIS AGREEMENT. USER AGREES THAT THESE LIMITATIONS ON WARRANTY AND LIABILITY ARE REASONABLE AND THAT COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT USER'S EXPRESS AGREEMENT AS TO THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF COMPANY LIABILITY.

10.3 Limitation of Liability.

Under no circumstances, Company shall be responsible for and/or liable to User for any damages on hardware from a third-party producer caused by software provided by Company. It is expressly underlined that software provided by Company works with hardware provided by Company, unless otherwise is clearly stated in the specific case.

10.4 Indemnity by User.

USER AGREES TO INDEMNIFY AND HOLD HARMLESS COMPANY FROM ALL LOSSES, DAMAGES, LIABILITIES, DEBTS, DEMANDS, CLAIMS, ACTIONS, CAUSES OF ACTION, COSTS, CHARGES AND EXPENSES, INCLUDING LEGAL FEES AND ANY AMOUNT PAID TO SETTLE ANY ACTION OR TO SATISFY A JUDGMENT (COLLECTIVELY, "CLAIMS"), IN ANY WAY INCURRED BY OR MADE AGAINST COMPANY, WHICH RESULT FROM OR RELATE TO (A) ACCESS TO OR USE, BY USER OR PERMITTED BY USER, OF THE SERVICE OR USER ACCOUNT, OR (B) ANY OF USER ACTS OR OMISSIONS, INCLUDING BREACH OR NON-PERFORMANCE OF THIS AGREEMENT AND ANY VIOLATION OF THIRD PARTY RIGHTS.

The rights and obligations of this Section shall survive termination of this Agreement.

11. Prohibitions

In utilizing the services and/or products provided by Company, User shall not, and shall not permit any person to directly or indirectly, unless otherwise expressly permitted by written agreement with Company:

- (a)** license, sublicense, sell, resell, publish, republish, transfer, assign, distribute, rent, lease, time-share, or otherwise commercially exploit the Service in any way;
- (b)** alter, modify, reverse engineer, decompile, or disassemble, translate or otherwise attempt to extract the source code from the Service or any part thereof;
- (c)** disable or circumvent any access control or related process or procedure established with respect to the Service;
- (d)** remove any copyright or other proprietary notices or labels on or in the Service or any part thereof;
- (e)** post, upload, reproduce, distribute or otherwise transmit unauthorized or unsolicited commercial e-mail, or other "spam" or any other duplicative or unsolicited messages.

12. Dispute Resolution

All claims, disputes or controversies (whether in contract or tort, or otherwise) arising out of or relating to:

- (a) these terms and conditions of use;
- (b) any advertisement or promotion relating to these terms and conditions of use;
- (c) the relationship which results from these terms and conditions of use (including relationships with third parties who are not party to these terms and conditions of use) (collectively "Claims"), will be legal suits are to be brought before the Danish Maritime and Commercial Court in Copenhagen.
- (d) The parties agree that this Agreement is made in and will be governed by law of Denmark.

13. Changes to the Services or Agreement

Changes may be made at any time to the information, names, text, images, pictures, logos trade-marks, products and services and any other material. User shall be responsible for reviewing the Company website to obtain notice of such amendments and the latest version of this Agreement. If any amendment is unacceptable to User, User may terminate this Agreement as set out in this Agreement. If User continues to use the service after the effective date of each amendment, User shall be conclusively deemed to have accepted such amended version of this Agreement.

14. Severability

If any of the provisions of this Agreement or any part thereof shall be or held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement.

15. Entire Agreement

This Agreement contains the entire understanding and agreement of the parties relating to its subject matter. Any representation promise or condition not explicitly set forth in this Agreement shall not be binding on either party.

16. Notice

Notices shall be in writing and sent to Neets.

17. Attorney's Fees

Should Company employ counsel or incur any costs in enforce any rights arising out of or relating to this Agreement, it shall be entitled to recover such reasonable costs and legal fees related to such enforcement.

18. Acknowledgment

User hereby accepts the terms of this Agreement and acknowledges the terms herein. By obtaining a paid subscription, User acknowledges that User has read, understands and agrees to all of the terms, conditions, obligations and limitations of this Agreement.

Neets A/S