



# Disclaimer

## digital services, general

### **This policy concerns:**

- ✓ SKOV A/S
- ✓ SKOV North America Inc.
- ✓ SKOV-SERCOM B.V.

- ✓ SKOV Thailand
- ✓ Secco International Inc.

- ✓ SKOV China
- ✓ XIO A/S

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# 1 Maintenance, support, updates

## 1.1 Availability

Licensor shall use all commercially reasonable efforts to ensure that the Solution and Services are accessible by the Licensee consistent with prevailing industry practices. Licensor may at any time make the Solution or Services unavailable or limited, due to maintenance, updates, or Error Corrections. In case of unavailability due to circumstances related to the Licensor, the Licensor shall, without undue delay, initiate Error Correction. Licensor reserves the right to, without liability, temporarily disable access to the Solution with immediate effect and without prior notice if deemed necessary (at Licensor's sole discretion) to prevent any use of the Solution contrary to the Agreement, including, but not limited to, if Licensor suspects that Licensee's user account(s) have been compromised.

## 1.2 Exclusions

Licensor shall have no obligation to support (i) Solutions which has been damaged due to the Licensee's negligence, abuse, or misapplication, (ii) Solutions that have been modified or altered in a manner not expressly authorized by Licensor, or (iii) problems caused by use of the Solution other than in accordance with the Documentation.

## 1.3 Updates to the solution

The licensor may, from time to time, update the solution to introduce new or improved functionality, modify the user interface, or correct errors; however, the licensor is not obligated to do so. For the avoidance of doubt, any such updates shall be deemed part of the Solution for the purposes of the Agreement unless Licensee is notified that separate terms and conditions apply, in which case they will take precedence. Licensor may, from time to time, decide to remove or change certain functionality of the Solution. In case of any material changes to the functionality that adversely impact the Licensee's ability to use the Solution, the Licensee shall have the right to terminate the Agreement if such material functionality has not been reverted or otherwise remedied within thirty (30) days of the Licensee's receipt of written notice from the Licensor.

# 2 Warranty

## 2.1 Services

Licensor warrants that any Services performed under this Agreement will be performed in a professional workmanlike manner consistent with prevailing industry practices.

## 2.2 Warranty disclaimer

Licensor warrants that any Services performed under this Agreement will be performed in a professional workmanlike manner consistent with prevailing industry practices.



## 2.3 Results disclaimer

The Licensor hereby warrants that the methodology utilized and the algorithms applied by the Solution will function in accordance with the Documentation; however, Licensor shall not be liable for any direct or indirect losses due to using any findings or results produced by the Solution or Services.

# 3 Limitation of liability

## 3.1 Generally

Neither party shall be liable for loss or damage arising directly or indirectly from or in relation to the Agreement, unless such loss or damage has been caused by gross negligence or with intent.

## 3.2 Licensor's limitation of liability

Licensor's liability shall be limited to the Services performed by Licensor, and Licensor shall only be liable to the extent that the loss or damage has been caused directly by Licensor by gross negligence or with intent. Licensor's liability shall be limited to the total amount invoiced and paid by the Licensee under the Agreement during the 6-month period immediately preceding the incident giving rise to the liability. However, the Licensor's total liability under this Agreement shall never exceed the total amount of twenty-five thousand euros (€ 25,000).

## 3.3 No consequential damage

In no event shall the Parties be liable for any consequential or indirect loss, including but not limited to loss of profit, goodwill, or interest, loss of data, loss of profit in connection with rationalizations, and/or claims from third parties.

## 3.4 Exclusions

The limitations of liability referred to in this clause 3 shall not apply to restrict the Parties' liability in cases of loss or damage caused intentionally and in cases of death or personal injury.

## 3.5 Compliance

The licensor shall ensure that the Service provided to the Licensee is in accordance with the laws of Denmark, and the licensee shall ensure that the Service is used in accordance with the laws of the country in which the Licensee receives the Service.

## 3.6 Transmission errors

The Licensee shall be solely liable for any error it has made in composing or transmitting Data to Licensor. Licensor may refuse to process incomplete, incorrect, or inconsistent Data.