Purpose: These Software and Data Terms ("SDT") govern:

(a) the use of all software products provided by SKOV A/S and/or its affiliates, including any software applications, embedded device software or firmware or online software solutions ("software"); and

(b) SKOV A/S collection and use of data from connected software and devices or directly from users of such software or devices.

General points All trade agreements concluded by SKOV A/S and/or its affiliates involving the sale or lease of software are subject to these SDT and SKOV A/S Sales and Delivery Terms. No agreements or obligations deviating herefrom will be accepted, unless confirmed expressly and in writing by SKOV A/S and/or its affiliates. These SDT and SKOV A/S Sales and Delivery Terms shall be considered as accepted at the time the buyer places an order.

Rights in software: SKOV A/S, its affiliates, and/or its licensors, as applicable, shall retain all intellectual property rights, including patent, copyright, trade secret, trademark and other proprietary rights to and in the software, any associated documentation and any corrections, bug fixes, enhancements, updates or other modifications hereto.

License grant: Subject to full and final payment of all applicable fees, the buyer is granted a non-exclusive, non-transferable right to use or allow a third party to use strictly for the buyer's internal business purposes the software expressly stated in the buyer's order or embedded in product(s) expressly stated in the buyer's order. The use right granted above shall apply only to the version of the software and associated documentation provided by SKOV A/S and/or its affiliates at the time of the buyer's order and such versions of the software, corrections, bug fixes, enhancements, updates or other modifications and associated documentation which SKOV A/S and/or its affiliates may subsequently agree to provide.

The use right stated above is granted:

(a) with respect to any software applications during the term stipulated in the applicable order. If no license term is stipulated in the applicable order or otherwise agreed the buyer is granted a perpetual use right in respect of software applications;

(b) with respect to any software embedded in any device provided by SKOV A/S and/or its affiliates, the buyer is granted a use right for the lifespan of the device; and

(c) with respect to any software provided as online services the buyer is granted a use right for the duration of the buyer's subscription and subject to the buyer's payment of any applicable fees.

The buyer is not entitled to change the software in any way (this includes reverse engineering).

Third party software: Notwithstanding anything to the contrary, the buyer acknowledges and agree that any third party software, including any third party software components included in SKOV A/S and/or its affiliates' software and associated documentation shall be subject to the third party license terms and conditions applicable to such third party software. The buyer agrees to comply with any such third party software terms and conditions. Any third party software is provided "as-is" and SKOV A/S and its affiliates disclaims any and all liability in respect of third party software.

Collection and use of data: The buyer acknowledges that software and devices provided by SKOV A/S may collect data regarding the buyer's use of the software or device and the data recorded and processed by the buyer via the software or device. The collected data will be automatically transmitted to SKOV A/S and the buyer agrees to allow such transmission.

The collected data is used by SKOV A/S to further develop software and devices, develop new products and services and provide value added services. SKOV A/S will only share collected data containing information on the buyer's production or business with any third party in an anonymised form.

The buyer grants to SKOV A/S a perpetual, irrevocable, royalty free, fully paid up, transferrable and unlimited right to use, modify, and adapt the collected data or allow a third party to use, modify, and adapt the collected data on its behalf, for the purposes set out above.

Data Protection: SKOV A/S will comply with all of its obligations under applicable data protection law. SKOV A/S will process personal data on behalf of the buyer concerning for the purpose of fulfilling its obligations under the order.

The personal data may concern buyer's employees and information about users of software or associated services. SKOV A/S may use sub-data processors in accordance with applicable data protection law. Any sub-data processor will only process any personal data in accordance with SKOV A/S' instructions as stipulated in a written data processing agreement.

The Customer can at all time ask for a list of the current third party supplier, who has access to the personal data. SKOV A/S will take all appropriate technical and organisational measures to ensure an adequate level of security and that processing of the personal data is done in accordance with applicable data protection law.

In the event of a data breach affecting personal data originating from the buyer, SKOV A/S will notify the buyer without undue delay and assist the buyer in complying with any obligations to notify relevant authorities.

Governing Law and Dispute Resolution: This SDT shall be subject to the substantive laws of Denmark. Any dispute, controversy, or difference in relation to or in connection with this SDT shall be submitted to the final and exclusive jurisdiction of the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Institute and in force at the time when such proceedings are commenced. The arbitration shall be held in Aarhus, Denmark, and be conducted in English.