

Disclaimer text – digital services, general

8 MAINTENANCE; SUPPORT; UPDATES

8.1 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 reserve the right to, without liability, temporarily disable access to the Solution with immediate effect and without prior notice if deemed necessary (at Licensors sole discretion) to prevent any use of the Solution contrary to the Agreement, including, but not limited to, if Licensor suspect that Licensee's user account(s) have been compromised.

8.2 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 which has 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.

8.4 Updates to the Solution. Licensor may from time to time update the Solution to introduce new or improved functionality, changes to the user interface or Error Corrections, but Licensor is not obliged 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 which adversely impacts the Licensee's ability to use the Solution, the Licensee shall have the right to terminate the Agreement, if such material functionality have not been reverted or otherwise remedied within thirty (30) days of Licensor's received written notice.

9 WARRANTY

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

9.2 Warranty Disclaimer. Except as explicitly set forth in this clause 9, Licensor makes no warranties, whether express or implied, or statutory regarding or relating to the Solution or the Documentation, or any materials or services furnished or provided to the Licensee under this Agreement. Specifically, Licensor does not warrant that the Solution will be error free or will perform in an uninterrupted manner. To the maximum extent allowed by law, Licensor specifically disclaims all implied warranties of satisfactory quality, merchantability and fitness for a particular purpose (even if Licensor had been informed of such purpose) with respect to the Solution, Documentation and Services and with respect to the use of any of the foregoing.

9.3 Results Disclaimer. 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 as a result of the use of any findings or results produced by the Solution or Services.

10 LIMITATION OF LIABILITY

10.1 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.

10.2 Licensor 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, Licensor's total liability under this Agreement can never exceed the total amount of twenty-five thousand (25,000) EUR.

10.3 No Consequential Damages. 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.

10.4 Exclusions. The limitations of liability referred to in this clause 10 shall not apply to restrict the Parties liability in cases of loss or damage caused intentionally and in cases of death or personal injury.

10.5 Compliance. Licensor shall ensure that its provision of the Service to the Licensee is in accordance with the laws of Denmark. The Licensee shall ensure that its use of the Service is in accordance with the laws of the country in which the Licensee receives the Service.

10.6 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.