

LICENSE TERMS AND CONDITIONS 1.0

CONDITIONS

The purpose of these LICENSE TERMS AND CONDITIONS is to establish the terms for the PARTNER's and the CUSTOMER's use of the LICENSE to which the PARTNER and the CUSTOMER has user rights and the SERVICE conditions for Robopack (hereafter referred to as "the PROGRAM") in relation to the END USER AGREEMENT supplied by ROBOPACK. All documentation, manuals and subsequent updates and/or upgrades are collectively regarded as constituting the PROGRAM. In addition to the LICENSE for the PROGRAM, the AGREEMENT also covers SERVICES. The PROGRAM is a standard product, supplied by ROBOPACK with the functions detailed in the sales material, along with any associated documentation. ROBOPACK is not liable for ensuring that the PROGRAM satisfies any functionality assumed to be inherent in the product by the CUSTOMER nor for satisfying any assumed requirement.

SUPPLY VIA PARTNER

The PROGRAM may only be supplied via a PARTNER that is an ROBOPACK agreement partner and entitled to enter into an AGREEMENT with the CUSTOMER for the provision of the PROGRAM and SERVICES. ROBOPACK guarantees that the PROGRAM operates as described to the CUSTOMER and that SERVICES will be provided in accordance with the terms of the LICENSE AGREEMENT. The PARTNER has stated its obligations towards the CUSTOMER, and agreement is in place between ROBOPACK and the PARTNER concerning how the SERVICES in respect of 1st and 2nd level support are to be provided. ROBOPACK ALWAYS provides 3rd level support to the PARTNER and updating/upgrading service direct to the CUSTOMER. If the PARTNER has entered into other agreements with the CUSTOMER for the provision of services in connection with use of the PROGRAM, these are only agreements between the PARTNER and the CUSTOMER, and are not covered by these LICENSE TERMS AND CONDITIONS. For its part, ROBOPACK guarantees that it will satisfy the LICENSE TERMS AND CONDITIONS, regardless of whether the PARTNER is unable or willing to do so. However, ROBOPACK will demand additional payment from the CUSTOMER for services provided where such are not covered by the END USER AGREEMENT. It is incumbent on the PARTNER to, in collaboration with the CUSTOMER (unless otherwise specified in the END USER AGREEMENT) to install the PROGRAM for the use of the number of users specified in the AGREEMENT.

FORM OF COLLABORATION AND OBLIGATIONS

The parties acknowledge and agree that they do not intend to create by this AGREEMENT any form of partnership, agency or trust arrangement. No party has the authority to act for, or incur any obligation on behalf of, another party other than described in these LICENSE TERMS AND CONDITIONS and in the END USER AGREEMENT. The PARTNER is obliged to conduct its obligations under the terms of this AGREEMENT with all due care and skill and ensure that the marketing of the SERVICES and the trademark is not in any way misleading or deceptive to ROBOPACK or any third party. The PARTNER must comply with all applicable laws and regulations in the TERRITORY and obtain and maintain all necessary permits and licenses.

LICENSE AND LICENSE RIGHTS

The CUSTOMER acquires one, non-exclusive user right (LICENSE) to the PROGRAM that is restricted to territory and time. The user right for the PROGRAM applies to the agreed number of clients (administered via Intune). ROBOPACK/the PARTNER shall, immediately upon request, be given access to check whether the CUSTOMER is complying with the above and that the company has specified the correct number of clients to ROBOPACK. If this is found not to be the case, ROBOPACK shall be entitled to demand a) payment to cover the shortfall in

the number of licenses and b) compensation equivalent to the full license amount +60% to cover the costs of the checks. The CUSTOMER guarantees to have taken out the requisite number of licenses for third party software that is not covered by this AGREEMENT.

INTELLECTUAL PROPERTY RIGHTS

ROBOPACK owns the full property, copyright, trademark and other intellectual property rights to the PROGRAM, and these rights shall remain with ROBOPACK. The CUSTOMER/PARTNER shall respect ROBOPACK's rights and is monetarily liable, without any limitation, in the event of these rights being infringed, including the distribution of the PROGRAM to a third party. The CUSTOMER/PARTNER is not entitled to crack or change any security codes, nor is the CUSTOMER/PARTNER entitled to change or remove limitations in the PROGRAM or in the media on which the PROGRAM is supplied in respect of rights conditions, trademarks or suchlike. The CUSTOMER shall ensure that the PROGRAM does not pass into the possession of a third party. The CUSTOMER may make any necessary back-ups, but may not produce copies of the PROGRAM. ROBOPACK grants the PARTNER a non-exclusive right to use the ROBOPACK trademark in relation to the sale and service of the SERVICES.

CHANGES

The CUSTOMER/PARTNER is not entitled to make changes to the PROGRAM. This includes reverse engineering or decompiling the PROGRAM. In the event of the CUSTOMER or a third party accessing the source code or making changes to the PROGRAM, ROBOPACK's obligations, as stated in these LICENSE TERMS AND CONDITIONS, shall be rendered null and void with immediate effect without notice and ROBOPACK shall deny liability for the consequences of any such source code incursions or changes.

TRANSFER

The CUSTOMER is not entitled to sell, hire out, loan, allow use of, or in any other way transfer or distribute the PROGRAM or the PROGRAM LICENSE to a third party. The PROGRAM may not be used in connection with facilities management, hosting, outsourcing or similar activities.

OMISSIONS, DELAYS, TROUBLESHOOTING AND LIABILITY

The CUSTOMER is obliged to review and test the PROGRAM immediately upon delivery. An error in the PROGRAM is regarded as significant if it affects the PROGRAM as a whole or if it hinders the operation of the PROGRAM. Provided the CUSTOMER officially documents that there is a significant error in the PROGRAM, ROBOPACK has up to 2 months after the date of delivery to supply a new version of the PROGRAM without the significant error at no extra cost, correct the error at no extra cost or to terminate the END USER AGREEMENT upon all elements of the PROGRAM, etc. being returned. (If the error is due to Microsoft changes in INTUNE, ROBOPACK has 4 months to supply a new version). In such instances, the CUSTOMER is not entitled to make any additional demands against other parties over and above the amounts it paid for the PROGRAM. This AGREEMENT does not cover agreements for deliverables other than the PROGRAM. A service is deficient if it does not comply with the terms of the END USER AGREEMENT. As stated in the LICENSE TERMS AND CONDITIONS, a service is deficient if it does not achieve results in accordance with the END USER AGREEMENT. If the CUSTOMER wishes to claim a deficiency in the material supplied, a complaint must be submitted to ROBOPACK in writing without undue delay once the deficiency has been found and no later than 6 months after the date of delivery. The CUSTOMER's entitlement to claim against deficiencies in the product supplied elapses 6 months after the date of delivery. Where ROBOPACK offers to

rectify the deficiency, such action shall be taken within a reasonable time after the CUSTOMER has brought the deficiency to light. If, despite repeated efforts, ROBOPACK does not rectify deficiencies, the CUSTOMER may terminate the AGREEMENT after submitting a claim in writing with a minimum of three weeks' notice. This AGREEMENT does not cover agreements for deliverables other than the PROGRAM. Error correction may be compared with the use of procedures or use methods ("work arounds"), the application of which ensure that the error has no significant impact on the CUSTOMER's use of the PROGRAM insofar as the CUSTOMER is guaranteed the agreed functionality. Where ROBOPACK/PARTNER significantly exceeds the time allowed for delivery of the PROGRAM or agreed SERVICE in relation to the END USER AGREEMENT and this is due to circumstances affecting ROBOPACK/the PARTNER, the CUSTOMER may cancel the purchase. Notice of cancellation shall be submitted in writing to ROBOPACK and the PARTNER without any unreasonable delay. However, services that have already been provided may not be cancelled. If the delay exceeds 1 (one) month and ROBOPACK/the PARTNER has been wilfully or grossly negligent, the CUSTOMER may demand further compensation for any documented direct losses suffered as the result of the delay. Furthermore, the CUSTOMER may also demand compensation for documented direct losses suffered as the result of ROBOPACK's/the PARTNER's wilful or gross negligence. Under no circumstances will compensation be paid for any indirect losses suffered, including operating or profit losses, nor will compensation be paid for losses suffered due to power failures or network or telecom service provider faults. The CUSTOMER is responsible for conducting a daily back-up of all CUSTOMER data so that any data losses are limited to data generated within the 24 hours preceding the most recent back-up. In addition, compensation may never exceed 100 % of the license fee paid up to a maximum of DKK 100,000. In the event of ROBOPACK/the PARTNER being unable to provide SERVICE, ROBOPACK's compensation liability is maximised to an amount equivalent to 25% of the annual LICENSE FEE, but not exceeding DKK 25,000. When this AGREEMENT is entered into between the CUSTOMER, the PARTNER and ROBOPACK, ROBOPACK will join the PARTNER in respect of liability towards the CUSTOMER, although only to extent of providing the PROGRAM and associated SERVICE.

INFRINGEMENT OF THIRD PARTY RIGHTS

ROBOPACK is responsible to the CUSTOMER for ensuring that the PROGRAM does not infringe the intellectual property rights of any third party. In the event of a case being raised against the CUSTOMER stating that such an infringement exists, the CUSTOMER is obliged to immediately notify ROBOPACK. Responsibility for the matter will then pass to ROBOPACK who, along with all associated costs, will assume the irrevocable right to pursue the matter in the courts or to settle the issue in respect of the alleged infringement(s). Where a judgement has been rendered in relation to the claim in question made by the THIRD PARTY, ROBOPACK is entitled, at its own discretion, to either secure the right of the CUSTOMER to continue to use the PROGRAM or to end the infringement by modifying the PROGRAM or replacing it with other software that has, to all intents and purposes, the same functionality as the PROGRAM, or to rescind these terms and conditions and immediately refund the license fee paid by the CUSTOMER.

SERVICE

The CUSTOMER has access to 1st level support (telephone support 9am - 4pm), delivered by an agent appointed specifically by the CUSTOMER or its technical queries representative (written or telephonic) concerning the use of the PROGRAM and 2nd level support (technical support 9am - 4pm). The END USER AGREEMENT states whether ROBOPACK provides this support or whether it is the responsibility of the PARTNER. ROBOPACK is always responsible for providing 3rd level support (fixing errors in the PROGRAM), as well as UPDATING and UPGRADING, including correcting errors in the latest version of the PROGRAM. SERVICE is provided weekdays 9am - 4pm, i.e. every day except Saturdays, Sundays, public holidays and Constitution Day, Christmas Eve and New Year's Day. The CUSTOMER is obliged to follow all verbal and written instructions given by ROBOPACK, including reinstallation, configuration or use of the PROGRAM.

ERROR CORRECTION

The CUSTOMER is entitled to report errors concerning the PROGRAM to the PARTNER, who will contact ROBOPACK within timeframe stated above. Errors are categorized by priority: 1) The error results in a production stoppage for all users, 2) Serious error, i.e. an error that results in a significant fall in production or makes sub-functions inaccessible, 3) Other errors. ROBOPACK shall start work to correct priority 1 errors within 1 (one) day and priority 2 errors within 3 (three) days of receiving an adequately reproducible error description from the CUSTOMER. The CUSTOMER will be notified if priority 3 errors have been corrected in a later version as an UPGRADE or UPDATE in the form of a generally issued bugfix. ROBOPACK is regarded to have commenced error correction work from the date on which a connection is established with the CUSTOMER's system and remote support is provided. ROBOPACK is not responsible for delays in dealing with the fault that have arisen between the PARTNER and the CUSTOMER.

SPECIFIC EXCLUSIONS

The CUSTOMER is only entitled to SERVICE to the extent expressly described above. The CUSTOMER is not entitled to SERVICE in relation to the following conditions: 1) Conditions that can be attributed to circumstances within the CUSTOMER's organization, including the CUSTOMER's employees and others who have been granted access to the system by the CUSTOMER, 2) conditions in the PROGRAM attributable to attempts by the CUSTOMER or third parties to expand functions or make additions to the PROGRAM, 3) conditions that can be attributed to incorrect use of the PROGRAM, including inaccurate keying in of data or use of the PROGRAM in contravention of accompanying documentation, 4) conditions that may be attributed to third party software for which ROBOPACK is not responsible, including subsequent conflicts between the PROGRAM and the CUSTOMER's other systems (both hardware and software), which may have arisen as the result of later installations, 5) external influences on the CUSTOMER's systems, including network errors, interference from other units, security breaches, etc. that are not attributable to ROBOPACK.

SERVICE OUTSIDE THE SCOPE OF THE AGREEMENT

ROBOPACK/the PARTNER will, to the greatest possible extent, provide support to the CUSTOMER in answering queries, solving problems or correcting errors that are not covered by the above in exchange for payment in accordance with ROBOPACK's/the PARTNER's hourly Service tariff applicable on each occasion. Furthermore, ROBOPACK/the PARTNER is entitled to invoice the CUSTOMER for support provided or attempts to provide support requested by the CUSTOMER in the belief that the support was covered by the above provided that it was stated the support provided was not covered.

SCOPE OF UPDATES AND UPGRADES

Once payment has been made, the CUSTOMER is entitled to new UPGRADES (new versions) and UPDATES (bugfixes). Similarly, the SERVICE also includes: Download of updated manuals and any other documentation concerning UPGRADES and UPDATES where such is issued by ROBOPACK. UPGRADES and UPDATES become covered by these terms and conditions, including provisions of the license terms and conditions in respect of error correction, etc., on their date of release on the download site.

PRICE AND TERMS OF PAYMENT

Unless otherwise stated, all prices are exclusive of VAT and other taxes. Support includes SUPPORT of up to 30 minutes per error, given within the quoted response times. All on-site support and additional time used in support calls lasting longer than 30 minutes that are not covered by the warranty and are not caused by errors in ROBOPACK shall be charged at ROBOPACK/the PARTNER's hourly error correction tariff applicable on each occasion. The CUSTOMER pays for at least one year in advance. Prices are regulated based on Denmark's statistic net price index (min. 2.5%) on 1 January. ROBOPACK is not subject to the PARTNER'S other trading terms and conditions towards the CUSTOMER.

RESPONSIBILITY AND LIMITATION OF LIABILITY

The parties are liability to pay compensation in accordance with the general regulations of German law and the content of this AGREEMENT, including specified amount limits and maximums, although ROBOPACK assumes no liability for operating losses, time losses, losses of profit, interest losses and other indirect losses. Losses of data are regarded as direct losses. ROBOPACK is not liable for losses of data generated after the most recent back-up. The CUSTOMER shall itself rebuild this data from its back-ups. The CUSTOMER is responsible for backing up data on a daily basis. The CUSTOMER is responsible for ensuring that data is stored, held and maintained in a secure location. ROBOPACK/the PARTNER is not responsible for breaches attributable to situations where the CUSTOMER bears the risk. ROBOPACK/the PARTNER's compensation liability shall be no more than an amount equivalent to the license fee paid by the CUSTOMER or the SERVICE fees paid within the preceding 12 (twelve) months for loss inducing events or failures, to a maximum of DKK 100,000. ROBOPACK is not liable for ensuring that the PROGRAM satisfies any functionality assumed to be inherent in the product by the CUSTOMER nor for satisfying any assumed requirement.

PRODUCT LIABILITY

ROBOPACK has product liability in accordance with the regulations set out in EU directive 85/374/EEC as implemented to the extent that this cannot be waived by agreement, but otherwise renounces product liability on any other basis.

FORCE MAJEURE

The parties have no liability towards each other in the event of there being circumstances of force majeure that have an impact on these terms and conditions. In this context, instances of force majeure are regarded as being war and military mobilization, natural disasters, strikes, lockouts, fire, overdue, delayed or deficient deliveries from sub-contractors, damage to production equipment, computer viruses, loss of Internet connectivity (both local and regional), unfitness for work of key personnel, import and export regulations and other circumstances beyond the control of the affected party. Where force majeure as described prevents the performance of the parties' obligations in whole or in part for a period of more than 3 (three) months, ROBOPACK is entitled to cancel the agreement, either in whole or in part, without any contingent compensation liability. Under these circumstances, ROBOPACK and the CUSTOMER keep what they have received from the other party and the CUSTOMER shall pay for PROGRAMS that have been delivered but not paid for by the date of cancellation. No further claims shall exist between the parties.

TERM, CANCELLATION AND TERMINATION

The END USER AGREEMENT runs for 12 (twelve) months at a time from the date on which the CUSTOMER entered into the AGREEMENT and is extended automatically by 12 (twelve) months unless the CUSTOMER gives notice of its intention to end the AGREEMENT to ROBOPACK and the PARTNER in writing 3 (three) months prior to the end of a 12 (twelve) month period. The AGREEMENT may, after the end of the first period, be terminated by ROBOPACK with 3 (three) months' written notice to the end of a month.

BREACHES

If the CUSTOMER breaches these terms and conditions, the CUSTOMER shall lose all rights pursuant to these terms and conditions, including license rights, with immediate effect and will be obliged to return the PROGRAM, including any back-up copies and associated documentation, without any recourse to refund. In addition, ROBOPACK may demand compensation in accordance with the general regulations incumbent in German law in respect of the consequential losses ROBOPACK may suffer as a result of such a breach. A breach does not constitute the waiving of the requirement to make payments in accordance with payment agreements entered into.

APPLICABLE AND VENUE

These LICENSE TERMS AND CONDITIONS are subject to Danish law and its general regulations in respect of the parties' mutual circumstances. Disputes shall be resolved through mediation. The parties shall jointly appoint a mediator or allow one to be recommended by a recognized institution.