

License Terms

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1. Definitions

1.1 **License** shall mean the agreement between the Customer and TravelOperations which together with these license terms constitute the entire agreement between TravelOperations and the Customer pertaining to the Customer's license of the Software.

1.2 **Customer** shall mean the customer licensing the Software from TravelOperations pursuant to the License.

1.3 **End Users** shall mean the named users of the Customer that the Customer has designated with a right of usage to the Software.

1.4 **Error** shall mean a substantial failure of the Software to meet the functional or technical specifications of the Software expressly made known by TravelOperations in writing.

1.5 **Software** shall mean all software developed by TravelOperations and licensed by the Customer from TravelOperations as set out in agreements and/or orders between the Customer and TravelOperations. The Software shall include data files, testing and examination materials, as well as other materials like analyses, designs, documentation, instructions, reports and offers, including preparatory materials in this regard, developed or made available to the Customer.

1.6 **Term** shall mean the term of the License which shall commence on the date of signature of an agreement between the Customer and TravelOperations to license the Software and expire as set out in clause 16.

1.7 **Master Service Agreement** shall mean a master service agreement made between the Parties covering orders from the Customer to TravelOperations on modification, training or consulting services in form of statement of works.

1.8 **Microsoft Cloud Agreement** shall mean the prevailing cloud agreement between Microsoft and the Customer including additional online service terms and license terms published on Microsoft's licensing site as amended from time to time.

1.9 **Modifications** shall mean specific configurations, customizations, changes, modifications, integrations etc. whether or not such modification is made by TravelOperations pursuant to the Master Service Agreement.

2. Right of usage

2.1 TravelOperations hereby grants to the Customer a non-assignable, non-transferable and non-exclusive right to use the Software during the Term. The right of usage is granted subject to the terms and conditions set out in the License.

2.2 TravelOperations' obligation to make available and the Customer's right of use extend only to the Software's object code. The Customer's right of use does not extend to the Software's source code. The Software's source code and technical documentation prepared during the development of the Software shall not be made available to the Customer.

2.3 The Customer controls access to its End Users usage of the Software.

2.4 The Customer may not allow third parties to make use of the Software. Insofar, the Customer permits subsidiaries to use the Software it shall be solely the responsibility of the Customer that subsidiaries, prior to being granted access to the Software, have accepted to be legally bound by the License. If subsidiaries fail to comply with the terms and conditions of the License, the Customer shall by default be deemed to be in breach of the License. Notwithstanding this clause 2.4, the customer may use the software in the context of its Microsoft 365 environment.

3. Subscription

3.1 Customer shall subscribe to the Software to its End Users in the quantities designated in its subscription to Microsoft Dynamics 365. The Customer controls access to its End Users and is responsible for their use of the Software in its administration tools in its Microsoft 365 online service environment.

3.2 If so requested, the Customer shall cooperate without delay in an investigation into compliance with the agreed restrictions on use carried out by or for TravelOperations. Should TravelOperations so demand, the Customer shall grant TravelOperations access to its buildings and systems. Insofar as such information does not concern the use of the Software itself, TravelOperations shall treat all confidential business information, including personal data, that it may obtain access to from its investigation of the Customer as confidential. The Customer shall reimburse TravelOperations its costs in connection with the investigation if TravelOperations can demonstrate that the Customer has not fully complied with the restrictions on its usage set out in the License.

4. Availability

4.1 TravelOperations shall make the Software available online for the Customer's usage in its Microsoft 365 IT-environment.

4.2 Following the expiry of the License, the Customer shall destroy all copies of the Software, and the customer shall report the destruction of the copies to TravelOperations in writing without delay.

5. Technical Requirements

5.1 The Software must be used in the Customer's Microsoft 365 IT-environment in combination with Microsoft Dynamics 365 software as an online service pursuant to a Microsoft Cloud Agreement.

6. Functions and new versions

6.1 The Software is standard products, and it shall be the sole responsibility of the Customer to ensure that the functions in the Software fulfil the requirements of the Customer.

6.2 TravelOperation may continue to provide the Software using a new or modified version of it. TravelOperations is not obliged to maintain, modify or add certain features or functionalities to the Software specifically for the customer. Any specific configurations, customizations, changes, modifications, integrations etc. shall be agreed to by way of a statement of work between TravelOperations and the Customer pursuant to the Master Service Agreement.

6.3 TravelOperations may change the content or scope of the Software. If such changes result in a change in the Customer's current procedures, Travel Operation shall inform the Customer about the matter as soon as possible and if possible, no less than three months prior to the changes to the Software is implemented. Changes to the Software may, however, be a result of changes to Microsoft Dynamics 365 software, and Travel Operations is not obliged to notify the Customer on scheduled or unscheduled changes to Microsoft Dynamics.

6.4 The cost of implementing changes to the Software shall be borne by the Customer including cost to renew or update its Modifications.

7. Support

7.1 TravelOperations only provides support of the Software, if the Customer has agreed to a statement of work pertaining to support pursuant to the Master Service Agreement.

8. Remuneration

8.1 For its right of usage, the Customer shall pay a monthly license fee based on its subscription of the Software. The monthly fee shall be calculated on the basis of TravelOperations prevailing price list that is amended annually per 1 January.

8.2 The monthly fee is calculated based on the number of End Users designated monthly by the Customer in its Microsoft Dynamics 365 subscriptions, e.g. if 35 End Users has rights of usage to the Software during a calendar month then a license fee equal to a license for 35 End Users is payable for the month in question even if users have not had such designated rights during the entirety of the month in question.

8.3 TravelOperations will issue a monthly invoice covering the Customer's usage of the Software. The invoice shall be payable fourteen (14) days after the date of invoice.

8.4 In case of late payment, TravelOperations charges interest for default on the amount owing at the time in question, at a rate of 2 (two) per cent per month from the due date. Interest will be calculated each month on the outstanding balance due which will include previously added interest, reasonable costs etc.

9. Copyright and Intellectual Property

9.1 All intellectual property rights to the Software are held exclusively by TravelOperations, its licensors or its suppliers. The Customer' shall have the rights of use expressly granted under the License, cf. clause 0.

9.2 The Customer may not remove or change any indication concerning the confidential nature of or concerning the copyrights, brands, trade names or any other intellectual property right pertaining to the Software or have any such indication removed or changed.

9.3 TravelOperations may always take technical measures to protect the Software to which the customer is granted direct or indirect access, and the like in connection with an agreed limitation in terms of the content or duration of the right of use of these items. The customer may not remove or bypass such technical measures or have such technical measures removed or bypassed.

9.4 The Customer undertakes not to disassemble, decompile or reverse engineer the Software, in any other way or extend than i) if it is essential to do so in order to achieve operability of the Software and only to the extent that such operations are permitted according to mandatory legislation and the Customer shall comply with that regulation in that respect and ii) provided that the information obtained by the Customer during such decompilation is only used for permitted purpose and is not disclosed or communicated to any third party to whom it is not necessary to disclose or communicate such information without TravelOperations prior written consent and is not used to create any software which is substantially similar to the Software, nor used in any manner which could be restricted by copyright.

10. No guarantee

10.1 The Software is delivered “as is” as implemented by the Customer. Upon receipt of the Software, and before use thereof, the Customer shall make such examination and tests of the Software as is required by proper usage. The Customer shall satisfy itself that the Software meet all requirements and is fit for the purpose for which the Customer intends to use it.

10.2 TravelOperations does not guarantee that the Software made available is free of Errors and functions without interruption. TravelOperations shall make efforts to fix the Errors in the Software within reasonable time if and insofar as the matter concerns Software developed by TravelOperations itself and the Customer has provided a detailed, written description of the defects concerned to TravelOperations. Where there are grounds for doing so, TravelOperations may postpone the fixing of Errors until a new version of the Software is put into operation. TravelOperations does not guarantee that Errors in the Software that it has not developed itself shall be fixed. TravelOperation is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the Software. Any obligation of TravelOperations is limited to Errors within the meaning of the License. TravelOperations does not have any obligation whatsoever with respect to other defects in or on the Software.

11. Infringement of third party rights

11.1 If some third-party claims that the use of the Software infringes its Intellectual property rights, TravelOperations has the right to choose whether to take over the case, including the costs and expenses incidental thereto, and may decide whether to take the case to trial or to settle the infringement claim.

11.2 The Customer shall promptly:

- (i) notify TravelOperations in writing of the Infringement Claim as soon as the Customer becomes aware,

- (ii) allow TravelOperations full control of the defense and any related settlement negotiations if TravelOperations makes such a request, and
- (iii) collaborate with TravelOperations in the defense and any related settlement negotiations by providing TravelOperations with appropriate information and any assistance required for said defense or settlement.

11.3 In the event of an infringement claim, TravelOperations shall be entitled either to:

- (i) procure the Customer the right to continued use of the Software,
- (ii) bring the infringement to an end by modifying the Software or replacing the Software with other software which has essentially the same functionality as the Software in contention, or
- (iii) terminate the License with immediate effect and reimbursing the Customer its paid license fee for a period of six (6) months prior to the expiry date. Upon termination of the License, the Customer shall promptly cease using the Software and shall fulfil the terms and conditions for termination stated in clause 16.2.

11.4 The performance of TravelOperations obligations under this clause 11 shall comprise TravelOperations full liability and obligation to the Customer following all and any infringement claims, and the Customer shall have no other claim against TravelOperations as a result thereof.

11.5 TravelOperations obligations under this clause 11 shall be void if the infringement claim is caused wholly or partly by accident, abuse or misapplication. Any Modification of the Software by anyone other than TravelOperations shall render void the foregoing warranty for any portion of the Software modified or affected thereby.

12. Limited liability

12.1 TravelOperations shall not be liable to the Customer for any loss or damage whatsoever or however caused arising directly or indirectly in connection with the License, the Software, its Errors, its use or otherwise.

12.2 TravelOperations expressly excludes liability for any indirect, special, incidental or consequential loss or damage that may arise in respect of the Software, its use or in respect of equipment property, or for loss of profit, business revenue, data, goodwill or anticipated savings.

12.3 In the event that the Customer discovers a material Error which substantially affects the Customer's use of the Software and there is a significant Error in the Software (i.e. an Error characterized by one or more of the Software's vital business functions being unable to operate due to the Error rendering the Software inoperable), TravelOperations shall use all reasonable endeavors to correct by patch or new release (at the option of TravelOperations) to the Software, or (at the option of TravelOperations) reimburse the Customer the paid license fees paid regarding the Software for a period of six (6) months prior to the Customer's notice to TravelOperation of the material error in question. These are the sole remedies of the Customer.

12.4 It is a precondition that that Errors in the Software is not a result of Errors in software that TravelOperations has not developed itself, or that the Error has not been caused by any Modification to the Software or caused by incorrect use, abuse or corruption of the Software or by use of the Software with other software or on equipment with which it is incompatible.

12.5 In all and any event, no matter any degree of negligence, TravelOperations total aggregated liability for loss or damage, arising out of or in connection with the License or the use or performance of the Software, shall not exceed the amount of the actual fee paid by the Customer regarding the Software in a period of up to six (6) months calculated as an average of the payments made during the Term.

12.6 Where any liability has been limited in the License, the limitations shall have maximum effect permitted by applicable law.

13. Confidentiality

13.1 The Customer acknowledges that the Software, specifications of the Software, functions, structures, methodology, diagrams, routines, characteristics, results of testing or benchmark, provisions of the License and all information pertaining thereto are confidential and form an integral part of TravelOperations trade secrets. The Customer may not disclose such information without prior written consent of TravelOperations.

13.2 The Customer shall use its best efforts to protect confidential information and ensure that any third party does not gain access to or use such information. In this respect, the Customer shall use its best efforts to protect the intellectual property rights and confidential information of TravelOperations.

14. Force majeure

14.1 Neither Party shall be in default hereunder by reason of a delay in performance of, or in failure to perform, any of its obligations hereunder, if such delay or failure is caused by sub-supplier defaults or bankruptcy, general labour disturbance, riots or other civil disturbances, acts of terrorism, fire, flood, interference by civil or military authorities or any other circumstances beyond its control and without its fault or negligence. Furthermore, TravelOperations shall not be in default of the License if such delays or defects are caused by an independent third-party supplier, including Microsoft.

14.2 The Party whose performance is prevented by such force majeure may be excused from the performance of its obligations until such time as the disruption no longer prevents such Party's performance.

15. Assignment

15.1 The Customer has no right to sell, distribute, rent, lend or transfer/assign the right to use the Software to any party without the prior written consent of TravelOperations.

15.2 TravelOperations may transfer or assign its rights or obligations under the License, in whole or in part, to any other entity without the prior consent of the Customer.

16. Termination

16.1 The Customer has the right to terminate the License upon one (1) month prior written notice to TravelOperations to expiry to the end of the month. The termination does not grant the Customer any right to any refunds of the paid license fee whatsoever upon termination of the License. TravelOperations has the right to terminate the License upon six (6) months prior written notice to the Customer to expiry to the end of the month.

16.2 Upon the expiry of the License, the Customer shall promptly cease using the Software and promptly delete, erase and destroy the Software, including any copies thereof, unless otherwise stipulated in mandatory statutory legislation, and where the Customer is required to comply with such legislation in all respects.

17. Severability

17.1 If any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

18. Survival clause

18.1 Any terms of the License, which, by their nature, extend beyond the date when the License expires shall remain in effect and thus, be binding upon the parties.

19. Notices between the parties

19.1 Any notice to be given by either party to the other, may be sent as recorded delivery at the address stated in the License, or such other address given from time to time, in case the address of the Customer or TravelOperations has changed.

20. Applicable law and venue

20.1 Any dispute or claim arising out of or in connection with the License, or breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration). The arbitration tribunal shall be composed of a sole arbitrator. Members of the arbitration tribunal shall be appointed by the Institute. The place of arbitration shall be Copenhagen, Denmark.

20.2 The License shall be governed by Danish law, excluding, however, the Contracts for the International Sale of Goods (CSIG).