

APPENDIX 4 - END USER LICENSE AGREEMENT

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- 2.2 Day shall mean calendar day.
- 2.3 Working day shall mean Monday to Friday, except from national holidays in Denmark, Christmas Day, 31st of December and Construction Day in Denmark.

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- 4.12 The Licensee alone is responsible for back up of all data, configurations and settings stored in the Software.

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9.1 General rules of Danish law are applicable to the LICENSEE's breach of contract.

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10.4 In the event that Trimit, regardless of the above, shall be held liable to pay damages, such damages shall be limited only to such damages, that Trimit's Partner cannot be held liable to pay.

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10.6 Trimit accepts product liability only according to mandatory Danish law. However it is the SOLE RESPONSIBILITY OF the Licensee to prove the measure of damages, and that the conditions of liability for damages are MET.

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11.1 Trimit's Partner or distributor of the Software may not under any circumstances deviate from or make changes to these terms and conditions without Trimit's explicit consent in writing, which must be made in accordance with the provisions in Trimit's articles of association relating to the power to bind Trimit.

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12.1 If any provision in this Agreement is held to be illegal, invalid or unenforceable, such provision(s) shall nonetheless be enforced to the fullest extent permitted by applicable law, so as to reflect the original intent of the parties. Such provision(s) shall not affect the legality and validity of the other provisions in this Agreement.

13. APPLICABLE LAW, VENUE AND JURISDICTION

13.1 All and any disputes arising out of the application of this Agreement or otherwise related to the Licensee's use of the Software, that cannot be settled out of court, shall be

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