

LINAK A/S - end-user license agreement

Introduction

This end-user license agreement shall apply - if nothing else has been specified - for all agreements established with the customer concerning the use of software, which was developed or provided by LINAK A/S, Smedevænget 8, 6430 Nordborg, Denmark, CVR No. (Company number) 166365328, (referred to in the following as LINAK) or by affiliated companies.

Please read this end-user license agreement carefully. The end-user license agreement terms shall govern the usage of the software by the customer, and the use of any possibly available future upgrades or additions to the software, unless differing written provisions have been established with LINAK within the appropriate time frame.

IMPORTANT! BY DOWNLOADING, INSTALLING, RETRIEVING OR USING THE SOFTWARE PERTAINING TO THIS END-USER LICENSE AGREEMENT, YOU ARE CONSENTING TO THE CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH THE CONDITIONS, YOU ARE NOT AUTHORIZED TO DOWNLOAD, INSTALL, USE AND RETRIEVE THE SOFTWARE, OR TO RETAIN COPIES THEREOF.

1. Granting of a licence

- 1.1 The customer shall be granted the simple (non-exclusive) right to use the software developed and provided by LINAK for his own internal purposes in connection with a LINAK control unit (installed in furniture products purchased by the customer).
- 1.2 The customer shall be provided with an executable object code of the LINAK software.
- 1.3 Unless an explicit permission has been granted, the customer is not authorized to perform the following:
 - Distribution, sale and rental of LINAK software or any accompanying documentation to any third party
 - Allocation of sub-licenses for the LINAK software, or the associated provision of outsourcing, rental or similar services for third parties
- 1.4 Unless an explicit authorization has been granted through this agreement, or if the explicit authorization is not constituted through the applicable law and/or

mandatory statutory provisions, the customer shall not be authorized to perform the following:

- Copy the LINAK software (not even extracts), except for backup purposes
 - Reverse-engineer the software, or otherwise derive the product source code from the licensed executable code
- 1.5 For third-party software, which is not an embedded element of the LINAK software, the rights and obligations of the customer towards the third-party software are subject to the respective licensing conditions of the third party.

2. Utilization and editing of the documentation

- 2.1 The customer is only entitled to copy any accompanying documentation and standard training materials for internal usage purposes.
- 2.2 The accompanying documentation and standard training materials from LINAK may, however, only be edited if a written permission was granted to do so. This provision also applies to documentation, which was specifically developed for the customer.

3. Intellectual property rights

- 3.1 The customer acknowledges that the LINAK software, and all intellectual property rights - including the copyrights - are the sole property of LINAK (or they have been licensed to LINAK by third parties), and that no provision of this end-user license agreement aims to transfer ownership of the LINAK software nor the associated intellectual property rights to the customer. Only a limited license to use the software as described in the end-user license agreement is granted to the customer.

4. Defects

- 4.1 The customer acknowledges that software is generally not free of errors or defects; Therefore, the customer agrees that any errors or defects in the LINAK software or other software that is provided to the customer, does not constitute a violation of the terms of this end-user license agreement.

- 4.2 LINAK guarantees that the software will not infringe the rights of third parties, and also does not violate intellectual property rights. This warranty is subject to the condition that LINAK is immediately informed about such claims asserted against the customer on the basis of infringements, and that LINAK is entitled to conduct the appropriate legal defense measures and agree on settlements. The customer is obligated to offer support for these measures, which LINAK is entitled to demand to a reasonable extent, in order to achieve a legal settlement for such claims or to take the appropriate legal actions.
- 4.3 LINAK excludes any kind of contractual and statutory warranties relating to the software; This particularly applies to warranties regarding the merchantability and suitability for a particular purpose.
- 4.4 LINAK shall be entitled at its sole discretion to either 1) correct or replace the part of the software which is defective or infringes the rights of third parties, or 2) terminate the right of the customer to use the software with an immediate effect. LINAK is in no manner obliged to provide remedy for the following cases:
- Altered, damaged or modified software
 - Software that does not correspond to the current release version, or has the previous release version
 - Software problems caused by negligence of the customer, due to hardware malfunctions or other causes beyond the control of LINAK
 - Incorrect data
 - Problems due to a faulty interface to other software programs or data sources
 - Installation of the software in an operating environment that is not supported by LINAK
- 4.5 It is possible that third-party software will be provided without warranty and without guarantees of any kind (warranties from the original manufacturers of the third-party software, or from third parties could possibly be available).

5. Liability limitations

- 5.1 LINAK shall not be liable towards the customer for loss or damage of any kind, which is directly or indirectly associated with this end-user license agreement, the LINAK software, other software or its use, as far as such an exclusion is permitted by applicable law.
- 5.2 Without limiting the general validity of the foregoing provisions, LINAK expressly excludes the liability for any consequential or atypical damages, incidental and consequential damages which are associated with the respective software as well as its use in connection with fixed assets or other assets. The liability for loss of profits, business and sales, as well as the loss of goodwill, data or anticipated savings is also excluded.
- 5.3 Should any disclaimers of this end-user license agreement be invalid and constitute a liability of LINAK for losses or damages where a limitation is permitted by law, then the liability shall be limited to the annual or one-time license fee and a maximum amount of EUR 500.
- 5.4 For cases of death and injuries, LINAK shall not exclude the liability if the cause for this is a negligence on the part of LINAK or the negligence of its employees, representatives or agents of LINAK.

6. Confidentiality

- 6.1 All information - in particular, data, drawings, specifications, documentation, software directories, object or source code and price information - which is received by the customer in connection with the LINAK software (apart from the ideas and principles that the software is based on) is protected and confidential. The customer agrees, to use such information exclusively in compliance with the terms of this end-user license agreement, and not to disclose the information during the term of this end user licence agreement nor afterwards directly

or indirectly to third parties, unless a written consent for this was obtained from LINAK.

- 6.2 The aforementioned provision does not restrict a disclosure or utilization of information through the customer or on his premises, which is or will be publicly known without any culpable action of the customer. In addition, the disclosure or utilization is permitted to the extent granted by statutory provisions.

7. Audit

- 7.1 LINAK reserves the right to subject the provision and use of LINAK software to an audit on the customer's premises at the expense of LINAK, in order to assess the compliance with this end-user license agreement. The audit shall be conducted at a mutually acceptable point in time during the normal business hours of the customer.
- 7.2 The customer shall establish adequate measures to ensure that he does not infringe the rights granted by this end-user license agreement for the use of the software.

8. Termination

- 8.1 The end-user license agreement may be terminated without notice by either party, if the other party violates a provision of this end-user license agreement in a serious manner, and (if the violation can be resolved) fails to remedy this serious violation within 30 days after receiving a respective notice.
- 8.2 Any violation of the customer against the provisions of this end-user license agreement or against other applicable license terms for the customer's use of the LINAK software, documentation and/or the standard training materials in accordance with the aforementioned sections 1 and 2, shall be regarded as a serious violation against this end-user license agreement.
- 8.3 In case of a termination of the end-user license agreement, the customer must cease any use of the LINAK software. The customer shall also be obligated to return or destroy any copies of the software according to the instructions of LINAK.

9. Disputes

- 9.1 All disputes arising from this end-user license agreement, or those associated with it – also with regard to the existence, validity or termination of the agreement - are subject to Danish law and shall be resolved through a conciliation procedure organised by the Danish Arbitration Institute, that corresponds to the current rules of the Danish Arbitration Institute.