



## End User License Agreement

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### 1. SCOPE AND PURPOSE

- 1.1. This end user license agreement (“EULA”) shall apply to the user’s (“End User”) use of the Service provided by Supplier (as defined below).
- 1.2. “Supplier” means the party which has entered into the underlying agreement and herein is stated as the provider of the Service and the License hereto.
- 1.3. End User is specifically made aware of the specific terms in Clause 17 regarding rights, obligations and liability limitations when purchasing the License to the Service from a Supplier other than C.C. Jensen (as defined in Clause 17).
- 1.4. The EULA shall apply to End User’s use of the Service, including the software and data comprised by the Service, regardless of how access hereto was obtained.
- 1.5. By using the Service, End User agrees to be bound by this EULA. If End User does not accept and/or comply with this EULA, End User is not entitled to use the Service.

### 2. SERVICE

- 2.1. Supplier’s service, including the software and data provided as a part hereof, is an electronic cloud-based platform available at the website designated by Supplier from time to

time (“Website”) with the primary focus on oil filter data analysis (the “Service”). The Service including the software and data comprised by the Service, is a standard service and is provided “as is”, without warranty of any kind.

- 2.2. Further description of the Service is available through product documentation.

### 3. THE LICENSE

- 3.1. End User is granted a time limited, non-exclusive, non-transferable right to use the Service, including any upgrades, versions, releases, maintenance, development services, updates etc. as delivered by Supplier (the “License”).
- 3.2. End User’s use of the Service, login information, password etc. is personal, and End User shall not allow use of End User’s login by any person other than End User.
- 3.3. End User shall not reverse engineer, disassemble or decompile the Service or any software comprised by the Service, except where and only to the extent that such operations are permitted according to the applicable mandatory, statutory legislation and End User shall comply with the legislation in all respects. End User may only access and use the Service, and data included therein, to the extent



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and in the format as made available to End User in accordance with this EULA.

- 3.4. End User shall not be entitled to sell, lease, lend, permit the use of, use for the benefit of or in any other way assign or pass on the right of use of the Service to any third-party, unless otherwise set out in this EULA.
- 3.5. End User shall not break or change any codes. Nor shall End User change or remove any marks and/or notices concerning copyright, trademarks or other rights, or references hereto stated in the Service or on the medium upon which the Service may have been delivered.
- 3.6. In the event that End User uses the Service contrary to the terms of this EULA, Supplier may terminate the license for material breach in accordance with Clause 13.2.
- 3.7. The latest version of the EULA will from time to time be made available, e.g. at the Website. The EULA is only available in English.
- 3.8. Supplier is entitled to change the terms and conditions of this EULA by giving the End User written notice hereof, e.g. via the Website. End User shall approve such changes in order to continue using the Service. If End User does accept such changes to the EULA within 3 months after Supplier having

asked End User to approve the changes, the License will automatically expire without further notice, cf. Clause 13.1.1.

### 4. AVAILABILITY, CHANGE AND UPGRADES

- 4.1. Supplier will use commercially reasonable efforts to make the Service available at all times, except for planned downtime and any unavailability caused by external events, including force majeure circumstances, and to provide the Service in accordance with applicable laws and government regulations.
- 4.2. Notwithstanding the foregoing, the Service is provided “as is” without warranty of any kind. Supplier does not warrant that the Service will be error-free or that the Service will work without interruptions.
- 4.3. The Service may at the sole discretion of Supplier be subject to changes from time to time, including by addition or removal of features. Such changes may occur without notice, however, Supplier will use commercial reasonable efforts to notify End User in advance.
- 4.4. Supplier will use commercial reasonable efforts to correct any incidents as soon as possible, but



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expressly disclaims any legal obligations to do so, as stated above.

- 4.5. The Service may from time to time be unavailable or unfunctional due to force majeure situations. Force majeure situations include war and mobilization, catastrophes of nature, computer viruses, hacker attacks, temporary and or continuous internet or data transmission outage, strikes, lock-out, fire, damages to production plant, import and export regulations, new recommendations from relevant authorities concerning health and safety and other unforeseeable circumstances beyond the control of Supplier.

### 5. END USER RESPONSIBILITIES

- 5.1. If End User experiences any service outages, delays, unavailability, loss of data or incidents in general, End User is required to immediately report such incidents to Supplier.
- 5.2. End User shall be responsible for establishing and maintaining the required data connection necessary for the collection, transmission and delivery of data to and from the Service. Supplier shall have no liability for data transmission, including lack of quality or data errors.

### 6. UPGRADES AND UPDATES

- 6.1. The Service may at the sole discretion of Supplier be subject to upgrades and updates from time to time, including by addition of new versions, updates and features etc. Such updates may be subject to planned downtime and occur without notice. However, Supplier will use reasonable efforts to notify End User in advance. Any planned downtime is to the extent possible placed in weekends or outside normal business hours.
- 6.2. Any updates and upgrades of the Service will be compatible with the products (including hardware) necessary to make the Service functional, which the End User have purchased from Supplier.

### 7. LICENSE FEE AND PAYMENTS

- 7.1. End User's permitted use of the Service is subject to a separate and valid agreement between End User and Supplier (and for the duration hereof) as well as the End User's timely payment of the agreed license fee.

### 8. SUSPENSION OF AN END USER

- 8.1. Supplier is subject to a notification in accordance with Clause 8.3 entitled to suspend or terminate End User's access to the Service without notice, if End User, at Supplier's reasonable



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discretion, performs illegal activities, activities which are detrimental to Supplier, activities which are morally or ethically offensive, other activities which are offending or insulting, or if the End User's access to the Service in any other way is used in a way, that is, in Supplier's opinion, harmful to their business, including competing business to Supplier.

8.2. Supplier is subject to a notification in accordance with Clause 8.3 also entitled to suspend or terminate End User's access to the Service due to breach of Clause 7.1 or if End User is otherwise in breach of its obligations according to this EULA or applicable law.

8.3. Before Supplier can suspend or terminate End User's access to the Service according to Clause 8.1 or 8.2, Supplier must give End User prior written notice with a thirty (30) day period to remedy its breach or non-compliance.

### 9. INTELLECTUAL PROPERTY RIGHTS

9.1. End User recognizes that Supplier (and its licensors) holds any and all copyrights and other intellectual property or industry rights in and to the Service, including but not limited to the code to the software and the data included therein. This also applies to any

changes, adjustments etc. to the Service. End User shall respect Supplier's (and its licensors') rights and End User shall be responsible for any breach of such rights, including unauthorized passing-on of the Service to a third Party.

### 10. INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS

10.1. In case a third party asserts claim against End User based on the Service allegedly infringing such third party's intellectual property rights (including patent, copyright or trademark) or misappropriates its trade secrets, hereinafter "IPR"), Supplier has the right, but not a legal obligation, to take over the defense (including all costs and expenses) of such IPR-infringement claim against End User, subject to this Clause 10 only.

10.2. End User shall notify, in writing, Supplier without undue delay of any claim of infringement. Supplier shall hereafter have the option to assume responsibility of such infringement claim and any expenses in relation hereto.

10.3. If final judgment is passed in favor of the third-party claim, Supplier is at its sole discretion entitled to (a) obtain the right for End User to continue using the Service; (b) to bring an end to the



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- infringement by modifying or replacing the infringing part of the Service with a solution with materially the same functionality as the Service; or (c) to terminate the EULA with immediate effect against repayment of the License Fee paid for the Service affected by the final judgement for a period of 12 months preceding termination. In case Supplier decides to terminate the EULA, the End User is only entitled to repayment of License Fee paid to Distributor in accordance with the separate agreement between End User and Supplier.
- 10.4. Supplier's obligations shall not apply to the extent that the claim or adverse final judgment is based on
- 1) End User's non-compliance with this EULA;
  - 2) End User's integration of the Services with a non-Supplier product, data or business process including third-party add-ons or programs;
  - 3) Use of the Service for other purposes than as intended and/or contrary to any instructions on use.
- 10.5. Besides the remedies in this Clause 10 End User may claim damages in accordance with Clause 12.5 subject to
- the liability limitation contained herein.
- 11. PERSONAL DATA AND SUPPLIER'S USE OF END USER DATA**
- 11.1. Personal data about End User will be collected and processed when using the Service. Such data will include the personal data collected when End User creates a user profile. Collection of data is carried out in accordance with the privacy and cookie policy set out on the Website.
- 11.2. End User retains all rights to its own data ("End User Data").
- 11.3. During the term of agreement, End User can access End User Data. End User may export and retrieve End User Data in a standard format using the built-in export function. Export and retrieval may be subject to technical limitations, in which case the parties shall, in good faith, seek to find a reasonable method to allow End User access to End User Data. If the underlying agreement(s) are terminated for convenience or cause, End User may perform a final export of End User Data from the Service.
- 11.4. End User specifically accepts and agrees that any data entered into, stored in or generated by the Service may be collected and used by Supplier for any and all own purposes, including



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for the provision of the Service and for Supplier's own and separate commercial purposes, provided that such data has been anonymized (i.e. that such data when used by Supplier separate from End User cannot reasonably be used to identify End User). Such data includes i.e. End User Data, i) entered into the Service automatically via the monitored Oil-System-equipment, or other external unit, or manually by Distributor, End User or any other person and ii) generated by Supplier or the Service, including in connection with the monitoring and treatment of End User's Data and monitored Oil-System(s).

### 12. LIABILITY AND LIMITATION OF LIABILITY

- 12.1. Supplier will strive to deliver this Service to End User to the best of its abilities. However, Supplier does not warrant that the Service will be error-free or that the Service will work without interruptions.
- 12.2. Supplier shall not be liable for content and statements expressed by the End User via the Service. All offers and statements shall be at End User's own risk and account.
- 12.3. **Liability due to Delay, Defects, Fault, Errors, Breach of Contractual Obligations and/or Negligence**

12.3.1. Supplier is liable towards End User in accordance with applicable law for breach of its obligations regarding the Service. However, Supplier's liability towards End User due to liability entailing delay, defects, fault, errors, breach of obligations and/or negligence regarding the Service - including liability to pay damages for loss incurred by End User and any obligation to indemnify and hold End User harmless, if End User is liable towards third parties - shall in no event exceed the License Fee paid for the individual License affected by such event for a period of 12 months preceding the liability entailing event(s) having given rise to the claim.

12.3.2. Supplier is in no event liable for indirect loss, including loss of production, loss of profit, loss due to waiting time, loss or interruption of use of any files, data or equipment, costs for lawyers and other advisers or any other consequential financial loss.

### 12.4. Liability for Personal Injury and Physical Damage to Property/Equipment (including Product Liability and/or Tort Liability)

12.4.1. Personal Injury and Damage to Consumer Property: Supplier shall indemnify and hold End User harmless, if End User is liable to pay damages for



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personal injury and/or damage to consumer property caused by the Service, provided that Supplier is liable towards End User according to applicable law, including applicable law on product liability and/or tort liability. Supplier's liability for loss incurred by End User due to personal injury and/or damage to consumer property is not limited.

- 12.4.2. Damage to Non-Consumer Property/ Equipment: Supplier shall indemnify and hold End User harmless, if End User incurs loss or is liable to pay damages towards third parties due to physical damage to non-consumer property/equipment caused by the Service - including damage to End User's oil-system, the oil and any component in the oil-system, regarding which the Service monitors and provides technical data advise and alerts - provided that Supplier is liable towards End User according to applicable law, including applicable law on product liability and tort liability. However, Supplier's liability towards End User due to physical damage to non-consumer property/equipment cannot exceed EUR 500,000 per damage.

Supplier is in no event liable for indirect loss, including loss of production, loss of profit, loss due to waiting time, loss or interruption of use

of any files, data or equipment, costs for lawyers and other advisers or any other consequential financial loss.

### 12.5. Third Party IPR Infringement Claims

- 12.5.1. In case of third party IPR-infringement claim, cf. Clause 10, Supplier is liable towards End User in accordance with applicable law, provided that the Service does, in fact, infringe such third party's IPR. However, Supplier's liability to pay damages for loss or costs incurred by End User and/or any obligation to indemnify and hold End User harmless, if End User is liable towards third parties due to a third party IPR-infringement claim, shall in no event exceed EUR 100,000 per liability entailing conduct leading to the infringement.

### 12.6. Gross Negligence and Willful Misconduct

- 12.6.1. The limitations of Supplier's liability towards End User according to this Clause 12 shall not apply to the extent Supplier is guilty of gross negligence or willful misconduct or to the extent such limitation is prohibited under mandatory law.

### 12.7. End User's Liability

- 12.7.1. End User is liable towards Supplier in accordance with applicable law and must indemnify and hold Supplier



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harmless for any loss or damages caused by End User's breach of its obligations according to this EULA, breach of statutory duties and/or negligence.

### 13. TERMINATION

#### 13.1. Expiration of License

13.1.1. The License and any right to use the Service shall cease upon termination (for any reason) of the underlying Agreement between End User and Supplier.

13.1.2. Unless otherwise agreed in the underlying Agreement between End User and Supplier, each Party is entitled to terminate the License by giving the other Party 3 (three) months' prior written notice to the first calendar day of the following month. However, End User is not entitled to terminate the License for the first 12 (twelve) months after activation hereof.

#### 13.2. Termination for Cause

13.2.1. Either Party shall be entitled to terminate this EULA and each License immediately for cause (in Danish: "ophæve") in case of the other Party's material breach, and such material breach has not been remedied within 30 days of receipt of a written notice to do so.

13.2.2. End User's non-compliance with any part of these licensing terms, including non-payment of the license fee, cf. Clause 7.1, is among others considered a material breach of this EULA.

13.2.3. Each party shall be entitled to terminate this EULA and each License immediately for cause in case of the other party's bankruptcy, subject to the right of the bankruptcy estate to enter into this EULA and the License(s) to the extent permitted under the Danish Insolvency Act.

#### 13.3. Effects of termination

13.3.1. Upon termination of the EULA, for any reason, End User must immediately cease any use and delete all copies of the Service and remove them from End User's systems.

#### 13.4. Repayment of License Fee

13.4.1. In case of termination for convenience by either party, termination for cause by Supplier and/or Supplier's suspension of End User's access to the Service - whether fully or partially and for any reason - Supplier shall be entitled to the part of the License Fee due as at the effective date of termination.

13.4.2. In case of termination for cause by End User - whether the entire EULA or one or more License(s) - Supplier shall not be obligated to repay more than the





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License Fee(s) paid for the individual affected License(s) for the period where the Service have actually been fully or partly unavailable or unfunctional due to Supplier's material breach. Supplier's obligation to repayment of License Fee due to material breach shall in no event exceed a period of 12 months preceding the liability entailing event(s) having given rise to the material breach. For the avoidance of doubt, any repayment of License Fee(s) according to this Clause 13.4.2 due to Supplier's material breach, shall not be deducted from the calculation of any damages which Supplier is liable to pay to End User according to applicable law, which is separately limited according to Clause 12 of this EULA.

### 14. **EQUITABLE RELIEF**

14.1. End User agrees that Supplier may suffer irreparable harm and damage as a result of a breach of this EULA by End User, and that a remedy at law may not be adequate to compensate Supplier for such harm and damage. Thus, Supplier shall be entitled to seek an injunction to enjoin any violation of this EULA. The foregoing remedy shall be in addition to and shall not limit any other rights and remedies available under applicable law or this EULA,

including termination and/or suspension.

### 15. **AUDIT AND INFORMATION**

15.1. Supplier shall have the right to verify End User's compliance with the EULA at any time and without notification. Such verification may be in the form of accessing the Service and records contained therein. End User shall provide Supplier with reasonable assistance in its verification efforts.

15.2. Without prejudice to any other remedies available to Supplier, if End User is not correctly licensed, Supplier shall be entitled to demand payment of the additional License Fee for the period End User has not been correctly licensed.

15.3. Neither Party shall be responsible for the other Party's costs associated with this Clause 15. Notwithstanding the foregoing, End User shall be liable for costs incurred by Supplier, if End User is not in compliance with this EULA.

### 16. **SYSTEM REQUIREMENTS**

16.1. End User is aware and acknowledges that the Service may require and be subject to system requirements and/or a software subscription. Such requirements are set out in the underlying agreement with Supplier or the documentation available in the



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Service. End User shall be responsible for fulfilling such system requirements and pay any related costs and fees.

SUPPLIER DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS COMPATIBLE WITH FUTURE VERSIONS OF ANY THIRD-PARTY SOFTWARE.

### 17. SPECIAL TERMS IF END USER HAS PURCHASED THE LICENSE FROM A DISTRIBUTOR

17.1. This Clause 17 applies to the extent the Supplier is any party other than C.C. Jensen A/S, corporate registration no.: 34044511, Løvholmen 12, DK-5700 Svendborg, Denmark (“C.C. Jensen”). Such other distributing Supplier than C.C Jensen is hereinafter in this Clause 17 referred to as “Distributor”.

17.2. The License and thus End User’s permitted use of the Service is subject to and conditional upon a separate and valid agreement between Distributor and C.C. Jensen (the underlying “Distribution License Agreement” or “DLA”), incl. the Distributor’s timely payment of the license fee agreed between Distributor and C.C. Jensen.

17.3. The terms and conditions of this EULA shall apply “back-to-back”, i.e. as between i) Distributor and End User; and ii) between C.C. Jensen and Distributor; in relation to the Service, except as set out in the DLA and below:

(a) In this EULA (except for this Clause 17) all references to “End User” shall be interpreted as a reference to End User and a reference to “Supplier” as a reference to the Distributor in the contractual relationship between End User and Distributor; whereas a reference to “End User” shall be interpreted as a reference to Distributor and a reference to “Supplier” as a reference to C.C. Jensen in the contractual relationship between Distributor and C.C. Jensen.

(b) Distributor shall not be entitled to use the Service itself without obtaining a separate license as an End User but shall be only be entitled to distribute, sublicense or otherwise provide the Service and the License to End User, and only on the Terms and Conditions set out in this EULA.

(c) Distributor shall be directly responsible for the act and omissions of any End User as if an act or omission of Supplier itself.

17.4. End User specifically accepts that Distributor and C.C. Jensen is entitled to suspend and/or terminate the End User’s access to the Service as well as this EULA and the License without notice if either End User or Distributor is in breach of its obligations according to this EULA, applicable law and/or the



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- underlying DLA between Distributor and C.C. Jensen.
- 17.5. Distributor warrants towards End User that it has and will, for the duration of this EULA, maintain a valid and enforceable DLA.
- 17.6. ANY LIABILITY CLAIM WHICH THE END USER MAY HAVE according to applicable law - including but not limited to contractual claims or claims in torts, whether based upon strict liability or negligence, whether regarding financial loss or physical damage to equipment or property (including product liability claims and claims regarding infringement of third party intellectual property rights) - ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, THE LICENSE, THE UNDERLYING AGREEMENT OR THIS EULA, CAN SOLELY BE BROUGHT AGAINST DISTRIBUTOR (who is the Supplier in the contractual relationship between End User and Distributor).
- 17.6.1. CONSEQUENTLY, ANY AND ALL DIRECT LIABILITY CLAIMS MADE BY END USER AGAINST C.C. Jensen, or any third party within the same corporate group as C.C. Jensen ARE EXCLUDED.
- 17.7. C.C. Jensen is entitled to, at its own discretion, to exercise any rights of Distributor under this EULA directly against End User.
- 17.8. The rights granted to Distributor in Clause 11.5 and 15 are also granted to C.C. Jensen directly.
- 18. CONFIDENTIALITY**
- 18.1. During the duration of each License and after the termination hereof each Party shall treat as confidential and keep secret any knowledge, information or documentation on the other Party's internal affairs, projects, products, financial status, business operations, including information contained or embodied in the T<sup>2</sup>render Service and the underlying agreement.
- 18.2. The Party who receives confidential information, is not permitted to copy the information, or disclose information to a third party or otherwise make use of the information apart from that which is necessary to fulfil its obligations under the EULA and/or agreements with customers or to have work carried out by sub-suppliers.
- 18.3. The confidentiality obligation does not apply to Information which:
- 18.3.1. was in the receiving Party's possession without an obligation to confidentiality prior to receipt from the disclosing Party;
- 18.3.2. is at the time of disclosure already in the public domain or subsequently becomes available to the public with no



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- breach of this Agreement by the receiving Party. (Information is not deemed to be publicly accessible, when only parts thereof are accessible in the public domain or become available to the public);
- 18.3.3. is lawfully obtained by the receiving Party from a third party without an obligation to confidentiality, provided that such third party is not - to the receiving Party's knowledge - in breach of any obligation to confidentiality relating to such Information at the time of hand over of such Information;
- 18.3.4. is developed by the receiving Party or its affiliates independently and without reference to any obtained Information; or
- 18.3.5. is approved for release by written agreement of the disclosing Party, hereunder data use in Clause 11 of this EULA.
- 18.4. The disclosing Party is entitled to equitable relief (including without limitation injunctive relief) concerning any threatened or actual confidentiality breach by the receiving Party.
- 18.5. Every confidentiality breach by the receiving Party shall entitle the disclosing Party to liquidated damages from the receiving party in the sum of EUR 250,000 per confidentiality breach.
- 18.6. To the extent the disclosing Party incur loss, which exceed the liquidated damages, the disclosing Party is entitled to damages from the receiving Party in accordance with applicable law. Unless Supplier is guilty of gross negligence or willful misconduct, Supplier's aggregate liability towards End User due to confidentiality breach, including any obligation to pay liquidated damages and any liability to pay damages for loss, shall in no event exceed EUR 500,000 per confidentiality breach.
- 18.7. The Parties' confidentiality obligations shall not expire for a period of 5 years following termination of this EULA and/or each License no matter the reason for termination.
- 19. VALIDITY AND SEVERABILITY**
- 19.1. If any provision of this EULA is held to be illegal, invalid or unenforceable, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such provision shall not affect the legality and validity of the other provisions.
- 20. GOVERNING LAW AND ARBITRATION**
- 20.1. **Choice of Law:** This EULA and the rights and obligations of the parties hereunder shall be governed and



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construed according to the laws of Denmark.

### 20.2. **Dispute Resolution and Arbitration:**

All disputes, controversies or differences that may arise between the Parties, out of or in relation to or in connection with this EULA, or for the breach thereof, which is not settled voluntarily, shall be settled by arbitration in Copenhagen by the Danish Institute of Arbitration (Danish Arbitration) in accordance with Danish Arbitration's simplified rules of procedure.

Unless otherwise agreed between the parties, the Arbitration Tribunal shall be composed of a sole Arbitrator appointed by the Institute. However, this Arbitrator must hold a Danish university law degree and work as either an Attorney or a Judge.

The language of the arbitral proceedings shall be Danish. The Parties shall however be entitled to submit materiel in English and make witness statements in English.