

## Terms of use of calculation programs

The terms and conditions apply for the use of LÆGTedim, ÅSEdim, BEAMdesign, SOMdim and TRÆbjælker (app) - hereinafter referred to as calculation program or simply program.

### ***Grant of license***

1. Træinformation gives the buyer of a calculation program from Træinformation an indefinite, not transferable and not exclusive right to use the software and related documentation. The license only covers the buyer's own use of the program within the buyer's own company, and the buyer is thus ineligible to transfer the right of use, regardless if this is done by sale, rent or lending etc., or otherwise give third parties access to use of the program. When the right of use expires, the buyer is required to uninstall the program.

2. The right of use is conditioned on the buyer paying for the license including the annual maintenance subscription, see *Maintenance subscription*. If the buyer does not pay by the agreed due date, the right of use lapses in its entirety, and continued use of the software violates Træinformation's rights. The buyer is obliged to uninstall the program cf. Grant of license, section 1.

3. The buyer is not entitled to make changes to the calculation program, or to attempt or allow attempts to decode the program, reverse engineer or otherwise try to access the source code or the construction and composition of

the program, to the extent that mandatory rules in the copyright law does not prevent this.

4. The buyer is allowed to make the necessary copying to be able use the program, including installation on the buyer's equipment. In addition, the buyer is entitled to copy the program for backup purposes. The buyer is not allowed to make any further copies and transfer allowed copies for third parties. If the buyer sells equipment to third parties, on which a Træinformation program is installed, the buyer must make sure to delete the program before handing over the equipment to third parties.

### ***Maintenance subscription***

Does not apply to TRÆbjælker (app)

1. When purchasing a program, the buyer automatically subscribes to a maintenance subscription that covers a calendar year. Maintenance subscription for the first 12 month's use is included in the license price. Payment of the following annual subscriptions take place once a year according to the applicable price list.

2. The program maintenance includes updates in form of new and / or improved

functionality, corrections and adaptation according to new norms and standards, as well as a continuous updating of user manuals and other documentation. Updates are made by Træinformation when needed and / or appropriate.

3. The maintenance subscription entitles the buyer to all updates and to request the program again, when installing the program on a new computer or when updating an existing computer.

4. The subscription payment is due according to payment deadline on the invoice. If the payment deadline is not complied, Træinformation is eligible without notice to withhold future updates until payment is received and the buyer is ineligible to use / install updates etc. received during the unpaid update period. Violating this is considered a significant breach of the license agreement. In cases with unpaid invoices, the right of use according to *Grant of license section 1 and 2* lapses and the buyer is obliged to uninstall the program.

5. The maintenance subscription runs until its terminated by one of the parties. Buyer may terminate the maintenance subscription immediately or by the expiration of a maintenance period. Regardless of the time of termination, already paid subscription fee will not be refunded.

Træinformation can terminate the maintenance subscription with at least 1 months' notice before the expiration of a maintenance period.

6. If Træinformation has not received the buyer's termination notice, cf. section 5 above, a new maintenance period of 12 months is invoiced by the expiration of a current maintenance period. The maintenance price is the at any time applicable, defined by Træinformation. The buyer can be informed about the applicable maintenance price at any time by contacting Træinformation.

7. The buyer is recommended to follow all written and oral instructions and guidelines for implementing updates from Træinformation. The maintenance price does not include additional services from Træinformation besides delivery of updates.

8. All points in these terms, including right of use, disclaimers etc. also apply to updates, new versions, etc. that the buyer receives cf. these terms.

#### ***Intellectual property rights***

1. Træinformation has all rights to the calculation program, including all copyright, trademark rights and other intellectual property rights. Any violation of Træinformation's rights are considered a significant breach of these terms. The buyer is not allowed to break or change license codes, change / remove serial numbers, indications about rights, trademarks and the like.

#### ***Third party rights***

1. Træinformation guarantees that the program does not infringe intellectual property rights of third parties.

2. If a third party raises an objection regarding the use of the program, the buyer must immediately notify Træinformation. In case of such notice, Træinformation is required to take over the case and any expenses related to this. Træinformation is in its right to, at own expense, take over the case, including taking care of Træinformation interests during a possible lawsuit, as well as concluding a settlement on the claimed violations.

3. If a third party is granted, that an infringement is present, either in the form of a final judgment or arbitration, Træinformation is required to at own expense:

- 1) Obtain the continued right to use of the program, or
- 2) End the violation by changing the program, or
- 3) Replace the program with another product, that generally contains the same features, or
- 4) Without notice cancel these terms and conditions and immediately refund the already paid license fee to the buyer. Upon cancellation of the present license terms, the buyer is obliged to uninstall the program and destroy any backup and / or archived copies of the program. Other than the above-mentioned obligations, no other obligations or responsibilities rely on Træinformation, and the buyer is not obliged to remedies, other than the above mentioned applicable as a result of violation of third parties' rights, including claim for compensation,

whatever the degree of the negligence displayed.

### **Remedy**

1. Træinformation draws attention to the fact that it is not practically possible to produce software, that can be run faultlessly in all situations and combinations.

2. The buyer is encouraged to install and test the program immediately after delivery. For a period of 2 months after delivery, Træinformation guarantees to redeliver the program if it is due to errors in the program proving impossible to install it, as described in the accompanying documentation. However, this is no guarantee that the program can be installed, as the setup etc. of buyer's equipment and system may cause difficulties or make a suitable installation impossible.

3. If the buyer complains over significant errors in the program, which disable vital functions in the program to be executed, in a period of 12 months after delivery Træinformation is committed to either:

- 1) Without extra charge to deliver a new version of the program, or
- 2) Within reasonable time to correct the error without extra charge, provided that the error can be recalled by Træinformation and if it can be corrected by Træinformation, or
- 3) To refund the license fee paid by the buyer for the program, provided that the buyer deletes all copies of the

program. Troubleshooting can consist of directions and recommendations to bypass the error, so that the error no longer has significant influence on the buyer's use of the program.

4. Træinformation strives to remedy non-essential errors and inconveniences. Such bug fixes etc. will however only be released in the form of future updates.

5. The right of use is granted to the program as it is, and does not include any other forms of guaranties, warranties, rectification rights or violation rights than the above described for the buyer. Thus, besides the above rights, the buyer cannot raise claims against Træinformation due to faults and defects in program or as a result of Træinformation not correcting such deficiencies nor that the software's execution and performance is not free of interruptions or errors.

### ***Responsibility***

1. The buyer has full responsibility for use of the program and the calculations performed and cannot make Træinformation responsible for loss or other disadvantages caused by program application.

2. Under no circumstances can Træinformation be liable for indirect loss or consequential damage such as (but not limited to) loss of expected earnings, loss of profit, goodwill, or damage to the buyer's data or databases, or loss of any other type of business interruption that may occur when using the software or inadequate

/ insufficient software performance.

3. It is the buyer's responsibility to install the program and license key according to the installation instructions and according to the local configuration of the buyer's computer. If this is not adhered to, Træinformation is completely without liability for the buyer's use of e.g. non-updated programs or absent functionality.

4. In any case, Træinformation's liability for loss and damage cannot exceed the amount paid for the program.

5. The disclaimer above also applies to product liability, to the extent that mandatory legal provisions in It is not a hindrance to such exclusion.

6. Træinformation is not responsible for errors to the extent that these are caused by external factors, including other software, products or calculation instructions in norms and standards. Moreover, Træinformation is not responsible for integration or interaction between the program and the buyer's own equipment and software environment.

7. Træinformation assumes no responsibility for the program being compatible with new versions, updates etc. of third-party software.

### ***Force Majeure***

1. Neither party may be held liable for damage that the other party may suffer as a direct or indirect consequence of

the fact that the party due to a force majeure situation is delayed or prevented from carrying out its obligations under these terms.

2. Force majeure situations include war, mobilization, natural disasters, strikes, lockouts, fire, water damage, import – and export restrictions, virus attacks and other unforeseen circumstances which the concerned party not by the exercise of reasonable measures can prevent.

#### ***Buyer's breach***

1. If the buyer breaches the current terms when using the program, by for example, violating Træinformation's

copyrights by manufacturing copies in contravention of these terms or by transferring copies of the program to third party, the buyer is liable by Danish law's general rules on this.

Træinformation can also remove the buyers right of use, after which the buyer is no longer entitled to use the program.

#### ***Applicable law and jurisdiction***

1. Any dispute arising from of these terms and the buyer's use of the program must be established at Træinformation's jurisdiction. The dispute is settled by application of Danish law.

# Træinformation

## January 2018