TERMS AND CONDITIONS FOR THE PURCHASE OF THE FORECASTING SYSTEM SOFTWARE PRAEMOSTRO

1. Definitions

"The Software" means the software product, including any updates or modifications, licensed to the Customer by Praemostro.

"The Agreement" means the order confirmation/contract and these terms and conditions. Any amendments to the Agreement must be made in writing and approved by both parties.

"Customer" means the entity purchasing or licensing the Software.

"Praemostro" Means the seller Praemostro ApS, CVR.no. 45 24 75 62.

"License" means the limited, non-exclusive, non-transferable licence granted to the Customer to use the Software.

2. License Grant

Praemostro grants the Customer a non-exclusive, non-transferable license to use the Software for the Customer's internal business purposes only.

The Customer may not:

- Modify, decompile, disassemble og reverse engineer the Software.
- Rent, lease, lend, sublicence, distribute, or otherwise transfer the Software.
- Use of the Software in a manner that infringes on the Seller's intellectual property.

3. Terms of payment, binding period and termination

Praemostro's terms of payment are net 7 days, unless otherwise expressly stated in the order confirmation.

Our prices are subject to annual adjustment following prior notification.

The binding period will be either 6 or 12 months, depending on the specific License given, as stated in the order confirmation/contract. However, no binding period applies to purchases of single services (ex. Drag and drop forecast) when purchased for a period of 1 month.

After the binding period is expired, the Agreement can be terminated by the Customer with a written notice of termination of 1 month and by Praemostro with a written notice of termination of 12 months.

Written notice of termination must be given on the last day of the month, prior to the month, when the Agreement is set to terminate.

Any payments shall be made in advance for the forthcoming period, in order to obtain or secure the License and access to the Software. The Customer will be invoiced every 6 months.

If the Agreement is terminated before the end of a Customer's prepaid period, the Customers prepayment for the terminated period, will be repaid to the Customer within 1 month.

For single services (ex. Drag and drop forecast) payment must be received by Praemostro prior to Praemostros delivery of the single services to the Customer.

Upon late payment, the amount in question yields interest with 2 % for each month or part of a month. In addition to this, Praemostro is, upon late payment, entitled to terminate the Agreement and claim damages.

In the event of a delay in payment for more than 1 month, Praemostro is entitled to shut down the Customers access to the Software.

4. Intellectual Property

All intellectual property rights in the Software, including but not limited to copyrights, patents, and trade secrets, shall remain the sole property of Praemostro.

5. Warranty

Praemostro warrants that the Software will substantially conform to the specification and information provided on Praemostros homepage Praemostro.com.

Praemostro does not warrant that the forecasting system in the Software will meet the estimated forecasts, as described to the Customer prior to the settlement of the Agreement.

Praemostro does not warrant that the Software will be error-free and meet all the Customer's requirements.

6. Support and Maintenance

Praemostro is entitled to continuously perform support and maintenance of the Software, regardless of whether the Software is running on Praemostro or the Customers servers.

Praemostro shall be granted unimpeded access to the Software, if the Software is installed on the Customers systems and servers.

Praemostro is entitled to access the Customers diagnostic and performance data, regardless of whether the Software is installed on the Customer's system and servers or within Praemostro's own systems.

7. Delivery and usage of Customers data

The Software will continuously be updated with data provided from the Customer, to improve the Software's ability to predict forecasts for the Customer. The Customer is entitled to provide Praemostro with requested data, in order to secure continuously improvement of the Software.

Provided data includes, but are not limited to the following:

- Historical and updated data on endogenous variables.
- Relevant events.
- Organizational changes within the Customer, that can affect the forecasts.

Without limitation Praemostro is entitled to use provided data from the Customer as described, to predict and improve forecasts delivered to other customers and to generally improve Praemostros Software, as long the provided data from the Customer doesn't include personal data.

Furthermore, Praemostro is entitled to sell on the Customers' delivered data regarding data on events.

Praemostro will not sell nor share data regarding forecast results and data on endogenous variables.

8. Force majeure

Praemostro is not liable for any loss, damage or increase in costs suffered by the Customer, caused by governmental restrictions, changes in customs requirements, import or export restrictions, natural disasters, trade disputes, strikes, lockouts or any other event not within Praemostros control, which could not have been foreseen at the time of entry into the Agreement (force majeure).

9. Termination

Praemostro may terminate the License immediately upon written notice to the Customer, if the Customer breaches any of the terms of this Agreement.

10. Limitation of liability

Praemostro is under no circumstances liable for the Customer's indirect losses, including consequential losses, operating losses and loss of profits or revenue.

Praemostro shall not be liable for any loss or damages arising from the estimated forecasts, as given to the Customer while using the Software.

Additionally, Praemostro is not responsible for loss or damages caused by (i) the Customer's, the Customer's Employees' or any third party's alteration of the Software, or (ii) the Customer's, the Customer's Employees' or any third party's misuse of the Software, or (iii) The Customer's failure to provide Praemostro with relevant data, as described under provision 7.

Praemostros total cumulative liability to the Customer or any other party for any loss or damages resulting from any claims, demands or actions arising out of or in connection to this Agreement, shall not exceed the total paid-in fee from the Customer to Praemostro for the order in question.

11. Disputes

This Agreement is governed by Danish Law.

Any disputes must be brought before the Danish Institute of Arbitration in accordance with the regulations of the Danish Institute of Arbitration applicable at the time the arbitration case is initiated. The parties must observe confidentiality concerning the arbitration case, including with regard to all documents of the case and the decision.

February 2025