

SCHEDULE 2 – END USER LICENSE AGREEMENT

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1. Background

- 1.1. This End User License Agreement (hereinafter “EULA”) includes the terms which the Partner is obligated to include in each customer agreement comprising Software provided by Licensor being signed between the Partner and customer.

2. Definitions

- 2.1. Whenever this EULA uses the words listed below it is a reference to the meaning defined in relation to each word irrespective of whether the word in question is used in the singular or in the plural form, together with adjective or noun words, in the main text or in definitions or the like.
- 2.2. “Group of Companies” means any company controlling the legal entity in question, being controlled by that entity and all other entities controlling or being controlled by such a controlling company. Control shall be deemed to be present in case of directly or indirectly owning more than 50 % of the voting rights in a given entity or having similar control over that entity by other means. Indirect control shall be deemed to be present in case of (i) vertical control through two or more legal entities forming a vertical line in a group chart; (ii) horizontal control through two or more

legal entities on the same level in a group chart; and (iii) any combination of vertical and horizontal measures that combined results in control.

- 2.3. “Including” or “for example” means an incomplete list of examples serving only to make sure that the examples are included under the provision in question, and which consequently shall not preclude that other matters are included as well.
- 2.4. “Designated Unit” means the unit authorized to run the Software as set out in the order or invoice.
- 2.5. “Licensor” means Boyum IT Solutions.
- 2.6. “Main Software” means a copy of software or the object code of software provided by us to you based on licenses provided by the Licensor. The Licensor owns the intellectual property rights to the Main Software. For avoidance of doubt, the Main Software does not include Runtime Software.
- 2.7. “Purchase” means the purchase of a license to Software specified in the invoice.
- 2.8. “Runtime Software” means Third-party Software (not provided by Licensor) necessary to run in conjunction with the Main Software to enable performance of the Main Software.
- 2.9. “Third-party Software” means software that is not Main Software or the Software of Licensor.
- 2.10. “Software” means the Main Software and Runtime Software.
- 2.11. “Use of Software” means running the object code of Software to enable use of the embedded functionality.
- 2.12. “We”, “us”, “our”, refer to [Partner].
- 2.13. “You”, “your” refer to the customer acting as an end user.

3. Grant and scope of license

- 3.1. **Grant of license.** When completing the Purchase, you are granted a license to use the Software for your own internal business purposes within the restrictions stated in your

order of the invoice including in respect of time-period, number of users, units, or geographical scope. Your license is conditioned upon your compliance with the license restrictions stated in the order of the invoice and the requirements in this EULA.

3.2. **Specific terms for Main Software.** In connection with Main Software, you understand and accept that:

- (a) the Main Software is owned by Licensor; and
- (b) the EULA is entered into between you and us, however Licensor is a third-party beneficiary of the EULA and can enforce the regulation hereof towards you.

3.3. **Specific terms for Runtime Software license.** You are entitled to run any Runtime Software in conjunction with the Main Software for the sole purpose of enabling performance of the Main Software. In connection with Runtime Software, you understand and accept that:

- (a) the Runtime Software is Third-party Software;
- (b) the EULA is entered into between you and us, however the ultimate licensor of the Runtime License is a third-party beneficiary of the EULA and can enforce the regulation hereof towards you; and
- (c) availability of the Runtime Software is subject to us and Licensor fulfilling ongoing requirements towards the licensor of the Runtime Software.

3.4. **Transfer of license.** Users can be transferred from one unique license to another unique license, as long as you hold more than 50 % of the shares in the company (subsidiary) to which the users are transferred. A transferred license cannot be returned to the original company (i.e. the parent company). Transfer of license must be in accordance with the applicable license distribution rules. Requests for transferring licenses are subject to approval by the CFO of Boyum IT Solutions. Requests can only be approved with a proof of ownership (50 %).

3.5. **Trial Licenses.** Trial licenses are temporary licenses used for: (1) new and existing customers requesting to try a new product prior to Purchase, and (2) existing customers wanting to migrate their products to a new ERP environment and need trial license in the transition. Trial licenses expire after 20 days but can be extended a maximum of three times with a maximum of 20 days each time. If you are granted a trial license, you must also comply with the terms as set out in this EULA.

3.6. **References.** Licensor shall be entitled to use you as a reference, including in any marketing material, presentations, or other documents.

3.7. **Legality of data.** You are solely responsible for the legality of any data loaded, uploaded, stored, processed, transferred, or otherwise used by You in connection with the Software. If You become aware that data used in any way by You in connection with the Software is illegal or in any other way harmful, You must immediately delete such data and notify Us of this. You must indemnify Us for any claim against Us arising from data used by You in connection with the Software. If We become aware that any of Your data is illegal or in any other way harmful, We reserve the right to immediately delete such data from the Software. You may not make any claims against us for Your losses as a result of Our deletion of such illegal or otherwise harmful data.

4. Permitted actions

4.1. **Designation of Designated Units.** You are permitted to designate or replace a Designated Unit provided that:

- (a) You delete the copy of the Software in its entirety from the current Designated Unit (if any);
- (b) The Designated Unit is situated in the specified geographical territory (if any) which in case of an existing Designated Unit shall be deemed to be the territory of that Designated Unit;
- (c) The Designated Unit is situated on your premises;
- (d) The Designated Unit has officially been declared appropriate for running the Software or specifically been approved by us after you have requested advice on the subject in writing; and
- (e) You notify us in writing no later than 5 days after you have installed a copy of the Software on the Designated Unit and in this notification specify the Designated Unit and its location.

4.2. **Named users.** A license contains a number of users which can be allocated by you. Some Products require named users to log in to and use the Product. Each named user is connected to the e-mail address of the user in the Boyum Portal. The purchased number of users is allocated to the respective users in the specific Software product.

4.2.1. **Appointment of named users.** You are permitted to appoint or replace a named user provided that:

(a) You remove access to the Software by current named user(s) if this is necessary to avoid that you appoint named users in excess of the number of named users licensed by you;

(b) The user is an employee of yours; and

(c) You notify us in writing no later than 5 days after you have given access to the named user and in this notification specify the full name of the user and confirm that you have not appointed more named users than your license entitles you to do.

4.3. **Concurrent users.** Some of the licenses allow more than one named user to log in to and use the same license for the Product at the same time. If the license in question allows for concurrent users, this will be stated in the license description of the specific product.

4.4. **Number of databases.** Boyum products may have requirements about the number of databases and the database count. If the product is subject to requirements, such requirements are set out in the price list as amended from time to time. The applicable price list is to be found here: <https://portal.boyum-it.com/BoyumPriceList>.

4.5. **Use by affiliates and suppliers.** You are permitted to give employees at your affiliates and suppliers (third-party employees) access to use the Software the same way your employees use it subject to the following conditions:

(a) Only screen access: The third-party employees can only be given screen access to the Software by using Designated Units on your premises or by logging into the Software via an online connection. This for example means that it is not permitted to provide access to the object code of the Software;

(b) Only assistant use: The third-party employees can only use the Software for the purpose of assisting you operating your own internal business. This for example means that they must refrain from using it to operate the business at which they are employed; and

(c) Only licensed use: The third-party employees can only use the Software in accordance with this EULA. This for example means that you must refrain from giving them access to the Software if it results in a number of named users in excess of the number of named users licensed by you.

4.6. **Backup copies.** You are permitted to copy the Software as part of any standard back-up procedures applied by you to enable reinstatement of systems and digital information.

4.7. **Decompilation.** You are permitted to decompile the Software solely for the purpose of obtaining information necessary for creating interoperability between the Software and another interface, subject to the following restrictions:

(a) Prior request: You must first request us to provide the necessary information, and if we do not provide it to you within a reasonable time, you may decompile the Software without further notice;

(b) Limited use: The information obtained upon request or by decompilation is only permitted to be used for creating interoperability. You are for example not permitted to break or change any codes, change or remove any marks and/or notices concerning copyright, trademarks or other rights, or references stated hereto in the Software or on the medium upon which the Software may have been delivered;

(c) Reverse engineering, disassembling and decompiling: You shall not reverse engineer, disassemble or decompile the Software, except where and only to the extent that such operations are permitted according to mandatory, statutory legislation, and you shall comply with that legislation in all respects;

(d) Confidential treatment: The information obtained upon request or by decompilation must be treated as confidential information; and

(e) Limited disclosure: The information obtained upon request or by decompilation can only be disclosed to third parties if it is necessary in connection with helping you to create the interoperability and only after obtaining their written acceptance of the above terms concerning limited use and confidential treatment.

5. Restrictions

5.1. **Restricted use.** Your license to the Software is subject to the following restrictions:

(a) No violation of license rules: You may not use the Software in a way that violates the license rules agreed at the time of your Purchase including the following rules:

i) *Software dependencies:* You may only use a given Software product for as long as and to the extent you also have use rights for any Software products we have made it a condition to obtain use rights for before using the Software product in question.

ii) *Non-licensed components:* You may only use the licensed components of the Software in cases where

the Software is recognizably divided into different, accessible components that are clearly not all comprised by your license.

iii) *Concurrent users*: You may only let one user use the license at any given time unless you have clearly been granted a license that allows two or more concurrent users of the same license (cf. clause 4.3 above).

iv) *Designated Units*: You may only install the Software on Designated Units unless the license clearly specifies otherwise and, unless otherwise is expressly agreed in writing, these units must be:

- Owned by you;
- Be situated on your premises;
- Protected from unauthorized access.

v) *Named users*: If the purchase specifies that the license is granted as a named user license or specifies known users by name, the Software may only be used by (the) named users.

vi) *Localized version*: If the purchase specifies a localized version of the Software, you are only entitled to use that version even if it is technically possible to access other localizations.

vii) *Number of databases*: If the purchase specifies a limited number of databases for a license, you may only use that number of databases with that license.

(b) No dangerous use: You may not use the Software for any activity that can result in injury to human beings or physical damage to property as for example in the case of algorithm-automated or human-assisted control of power stations, vehicles, manufacturing equipment, or medical equipment;

(c) No third-party use: You may not allow a third party to directly or indirectly benefit from the use of the Software, as for example in case of:

- i) *Service bureau*: Running a service bureau where you use the Software to operate or manage the business of a third party.
- ii) *Third-party use*: Sub-licensing, renting out, or leasing the Software to a third party or by other means letting a third party use it.
- iii) *Training*: Using the Software for training a third party in the use of it.

(d) No copying: You may only copy the Software if this is necessary or encouraged as part of using the Software or if it is otherwise expressly allowed by these terms; and

(e) No transfer of rights: You are entitled to transfer your rights according to this EULA subject to obtaining our prior written approval. Approval does not apply if a transfer is allowed by mandatory legislation or mandatory case law.

6. Support

6.1. **Availability of support**. We can provide you with support in relation to your use of the Software, including answering product questions and diagnosing problems. Support will be provided upon your request and subject to separate payment.

7. Correction of errors in the Main Software

7.1. We will use reasonable efforts to correct errors in the Main Software within a reasonable period of time. Remedial actions can in our sole discretion be performance via patches, fixes, and workarounds. Remedial actions are subject to the following conditions:

(a) No outstanding payments: You do not owe us payment for any overdue amounts;

(b) Notification deadline: You must notify us of the error in writing no later than 30 days after you did or should have become aware of the claim;

(c) Reproduction of the error: You must enable us to reproduce the error;

(d) Assistance: You must free-of-charge minimize our efforts to correct the error by complying with all our reasonable requests for your assistance, including:

- i) Create videos.
- ii) Make screenshots.
- iii) Provide (more detailed) descriptions of any matter we deem relevant in relation to understanding and reproducing the alleged error.

(e) Language: You must provide your assistance in the English language or any other language approved by us.

7.2. **Reasonable workarounds**: We will consider an error in the Software for corrected if we provide you with a reasonable workaround.

8. Intellectual Property Rights

8.1. **Your right.** You acknowledge that rights to install and use the products are licensed (not sold) to you, and that you have no rights in, or to, the Software, other than the right to use it in accordance with the terms of this EULA.

8.2. **Delete Software.** You shall delete the Software from your equipment used to run the Software if your license expires, irrespective of the reason for the expiry.

9. Infringements

9.1. **Assist with removal of any infringements by Third-party Software.** You must assist us with removal of any infringements of third-party rights by the Software including Third-party Software. You are required to do this by acting in accordance with any reasonable demand we make including as set out in this EULA.

9.2. **Refrain from acknowledging infringement claims.** You refrain from acknowledging the receipt or content of any infringement claims related to the Software you receive from a third party unless we expressly approve this in advance and in writing. This applies irrespective of whether you deem it obvious that the claim is based on solid evidence or otherwise seems to be justified. You are obligated to promptly bring any claims of infringement to our attention in writing.

9.3. **Notify and invoke our contractual rights against third party.** We will without undue delay notify the relevant third party about any errors in or infringements by the Third-party's Software that come to our attention after you have notified us about errors in or infringements by the Third-party Software. If it becomes necessary, we will also invoke any indisputable, contractual rights we have against the third party to ensure a prompt and proper solution including trying to obtain reimbursement of costs incurred by you or indemnification of damages inflicted upon you. We will also keep you duly updated on the communications exchanged with the third party and the actions they plan to take or are taking.

9.4. **Defend and remove claims of infringement for Main Software.** We defend you against any claims concerning infringements of third-party rights by a Delivery. If our Delivery proves to infringe third-party rights, we will change it, procure a license, or combine the two approaches to remove the infringement. The foregoing is your sole remedy in case of an infringement claim, and such activities will be undertaken at our own expense, subject to the following conditions:

(a) No outstanding payments: You do not owe us payment for any overdue amounts;

(b) Notification deadline: You must notify us of the third-party claim in writing without undue delay after it has come to your attention;

(c) No acknowledgement or other response: You must refrain from acknowledging the third-party claim or otherwise respond to it; and

(d) Assistance: You must without undue delay assist us to defend you against the third-party claim by complying with all reasonable requests we make of you including:

i) *Install/Use a new version of the Main Software:* You must without undue delay install and/or use a new version of our Software we make available to you with the declared purpose of avoiding (further) infringement.

ii) *Stop using the Main Software:* You must upon our instruction stop using part of or the whole Main Software provided that we reimburse any significant costs thereby incurred by you and indemnify any significant damages thereby inflicted upon you.

9.5. **Removal of infringements.** We will consider an infringement of third-party rights removed if we update the Main Software in a way that removes the infringement and substantially preserves the existing functionality of the Main Software. In such case, you have no further rights towards us in relation to the infringement.

10. Damages, liability, and limitations

10.1. **Claim damages.** If we inflict damage upon you due to gross negligence or willful misconduct, you are entitled to claim damages subject to the following conditions and limitations:

(a) Notification deadline: You must notify us of the claim in writing no later than 30 days after you did or should have become aware of the claim;

(b) Use in violation of the Software license: You are not entitled to claim damages from us to the extent the damages have been inflicted upon you due to your use of the Software in violation of this EULA;

(c) Only direct damages: You are only entitled to claim direct damages. We are not liable for consequential, indirect, incidental, special, exemplary, or punitive damages. The following types of damages are considered indirect damages:

- i) Loss of profit.
- ii) Loss of customers.
- iii) Loss of business opportunities.
- iv) Loss inflicted by disruption of a relationship to a customer, supplier, or other third party.
- v) Loss of goodwill.
- vi) Loss caused by work or production stoppage.
- vii) Loss of data.

- (d) Limited damage amount: You are only entitled to claim damages for an amount less than or equal to either (i) the purchase price exclusive of VAT paid as a one-time payment for a perpetual pre-paid license; or (ii) the aggregate price exclusive of VAT paid during the preceding 12 calendar months for a subscription-based license. For the avoidance of doubt, the aggregate amount will not be adjusted in case your subscription has lasted less than 12 months. This limitation applies irrespective of whether you during the relevant license period present one or more claims and whether multiple claims are related or not; and
- (e) Sub-suppliers: You are not entitled to claim damages directly from our sub-suppliers, including Licensor, unless this is expressly permitted by mandatory law and in this case the above limitations may also be invoked by our sub-suppliers unless this is expressly prohibited by mandatory law.

10.2. **Damages caused by our breach of agreement with Licensor.** If we fail to pay Licensor for the Software in accordance with a payment deadline as set out in our Agreement with Licensor, you acknowledge that Licensor is entitled to terminate your Purchase. In such case, you are entitled to claim damages from us. You will not be entitled to claim any damages from Licensor.

10.3. **No other remedy.** You are not entitled to invoke any other remedy in case of breach by us than the remedies explicitly mentioned in this EULA.

10.4. **No obligation in relation to or liability for Runtime Software.** We do not accept any liability for any obligation in relation to our liability for the Runtime Software to the extent otherwise is not expressly stated in this EULA.

11. Security and Personal Data

11.1. **Safeguard from unauthorized access.** You must safeguard the Software from unauthorized access. You

must use the same standards that you already employ to safeguard your own confidential information, provided that your standards are not less strict than a reasonable standard of care.

11.2. **Establish and maintain a back-up.** In case access to your systems is required by us or our sub-suppliers, you must establish and perform all relevant back-ups before such access is granted. During the period of access, the back-up must be maintained at an interval that complies with a reasonable standard of care for avoiding significant losses in case of a partial or total system outage or loss. The back-up procedure must within a short notice enable a prompt and complete reinstatement of the system.

11.3. **Processing of personal data.** We will both perform processing of personal data in accordance with the applicable data protection law and according to the data processing agreement entered into by us before any processing of personal data commences.

11.4. **Data processing as part of cloud services.** To the extent that Software is provided as part of cloud hosting services, we might use a sub-processor for such services and the sub-processor may have data processing terms with discrepancies compared to the terms presented in our data processing agreement. In this event, the sub-processor's terms shall prevail to the extent of the discrepancy. Any sub-processor's terms are listed here: <https://www.boyum-solutions.com/boyum-group-and-subcontractors>, and can also be provided upon your request to us for such terms.

11.5. **Feedback system.** The product includes a feedback system in which company data, including countries and industries, is collected, and processed by Licensor in order to ensure compliance with the licenses provided to you under this Agreement. Further, company data is processed in order to strengthen Licensor's efforts against anti-corruption and anti-bribery. If you have any objections to the use of the feedback system, such objection shall be made with a prior written notice of 3 months. Following the notice period, Licensor will cease to process such company data for the purposes mentioned in this clause 11.5.

12. Audits

12.1. **Assist with external audit.** Upon our request, you must assist us with auditing compliance with this EULA on our own initiative or on behalf of Licensor or the licensor of Third-party Software. The audit may include both on-site and remote audit. The audit is carried out by us, by Licensor, by the ultimate licensor of Third-party Software, or by a third party bound to secrecy appointed by either of

the preceding entities. You must provide all reasonable help requested by the person performing the audit including disclosing information, providing passwords for equipment, and giving physical access to premises. It is in connection with the investigation allowed to make physical and digital copies of relevant findings. The person performing the audit can only pass on your confidential information to us to the extent this is necessary to document any non-licensed use of the Software. You reimburse the potential costs to an appointed third-party auditor provided that the appointed third party discovers non-licensed Use of Software. In addition, you must also with both retrospective and future effect pay the current list price for any non-licensed use discovered during the audit.

- 12.2. **Perform self-audit.** Upon our request, you must perform a self-audit of your compliance with this EULA. This is done by answering any questions we ask of you concerning your use of the Software. You diligently conduct any necessary or prudent investigations to answer the questions and based on these investigations you answer them to the best of your ability. If you deem the questions to be vague or otherwise unclear, you may require us to clarify them before answering. The answers must be provided in writing unless we expressly agree otherwise. You with both retrospective and prospective effect pay the then current list price for any non-licensed use discovered as part of the self-audit. If it is later discovered that you due to neglect or willful misconduct have provided imprecise or wrongful answers, you at that later time pay three times the current list price for each non-licensed use that would have been discovered at the time of the self-audit if you had provided precise and correct answers.

13. Transfer of EULA

- 13.1. **Expiration of accreditation as reseller.** This provision is relevant if we are an accredited reseller, and your Purchase includes Software comprised by our accreditation. We are in this case entitled to transfer the EULA in its entirety to the accreditator or another legal entity appointed by the accreditator if our accreditation for whatever reason expires. Such transfer is subject to the following restrictions:
- (a) Prior notice: We will notify you in writing about the transfer at least 90 days before it takes effect. The notice will confirm the expiration of the accreditation and contain reasonable reassurance that the receiving entity has the capacity to fulfill the agreement after the transfer takes effect;
 - (b) Only prospective effect: The transfer will only have future effect; and

- (c) No additional payment and reimbursement of costs: You will not have to make any additional payments as part of the transfer and will receive reimbursement of any significant costs you incur in immediate connection with effecting the transfer from us.

- 13.2. **Your transfer of subscription or perpetual licenses to another Boyum Partner.** If you purchase products from us under a subscription or perpetual license agreement, you are entitled to transfer such agreement to a new Boyum partner, provided that the following requirements have been met:

- (a) Prior notice: You shall notify us with a prior written notice of at least 30 days;
- (b) No decrease of number of subscription licenses: If you purchase subscription Products, the transfer will not result in a decreased number of subscription licenses, unless such decreasing or expiry of licenses is in accordance with clause 14.2; and
- (c) No unresolved obligations: You undertake to fulfill any unresolved obligations under this EULA, including any unresolved financial obligations.

14. Term and Termination

- 14.1. **Term.** You choose your subscription license term on the Boyum Portal. The term can be either 3, 12, 24, or 36 months ("Contract Duration"). A subscription license will be automatically renewed for a period corresponding to the chosen Contract Duration ("Autorenewal"), unless otherwise agreed in accordance with clause 14.2 below. Example: A subscription-based license for 3 months will be automatically renewed for another 3 months unless terminated in accordance with clause 14.2.

- 14.1.1. **Alignment of Contract Durations.** Irrespective of clause 14.1 above, you shall have the right to deviate from the fixed Contract Durations (i.e., 3, 12, 24 or 36 months) in order to align the Contract Duration of a new subscription license with the Contract Duration of any other subscription licenses purchased by you under this EULA.

- 14.2. **No automatic renewal.** Subject to the restrictions set out in this clause 14.2, you may at any time select or deselect the Autorenewal described in clause 14.1 above. If you deselect the Autorenewal, the subscription license will automatically expire at the end of the Contract Duration. Any changes to your renewal settings shall be made at least 30 days prior to the expiry of the Contract Duration for contracts with 3 months duration, and 90 days prior to the expiry of the Contract Duration for contracts with 12, 24, and 36 months duration.

- 14.3. **Termination for convenience by you.** The agreed Contract Duration for subscription-based licenses is binding and you cannot terminate the subscription license during this period. Subject to the restrictions set out in clause 14.2 above, you may, however, at any time deselect the Autorenewal in order to let the subscription license expire.
- 14.4. **Termination for convenience by us.** We are entitled to terminate a subscription-based license to the Software by providing you with a prior notice of 12 months. Termination can be conducted via electronic means.
- 14.5. **Termination for cause by you.** If we commit a material breach, you are entitled to terminate for cause subject to the following definitions and conditions:
- (a) Definition of material breach: It shall be determined on a case-by-case basis if a breach constitutes a material breach, except that the following events shall always be deemed to be a material breach:
- i) Failure to "Correct errors in the Software" within reasonable time, provided that the error is material, as set out in clause 7.1;
 - ii) Failure to "Defend and remove claims of infringement" or provide an effective workaround within reasonable time if such infringement materially prevents use of the Main Software, as set out in clause 9.4; and
 - iii) Failure to pay Licensor in accordance with a payment deadline as set out in clause 10.2, if we are not able to remedy such failure within reasonable time.
- (b) Condition of written notice: You shall notify us of the breach in writing and in the notice describe the breach and clearly state your intent to terminate for cause unless the breach is rectified within a reasonable time; and
- (c) Condition of rectification period: You are obligated to give us a reasonable period to rectify the breach and such period will in any case minimally be set to 30 days.
- 14.6. **Termination for cause by us.** If you commit a material breach, we are entitled to terminate your Purchase and this EULA for cause subject to the following:
- (a) Definition of material breach: It shall be determined on a case-by-case basis if a breach constitutes a material breach except that the following events shall always be deemed to be a material breach:
- i) Violation of the restrictions to "Designation of Designated Units" as set out in clause 4.1.
 - ii) Violation of the restrictions to "Appointment of named users" as set out in clause 4.2.
 - iii) Violation of the restrictions to "Use by affiliates and suppliers" as set out in clause 1.1.
 - iv) Violation of the restrictions pertaining to "Decompilation" as set out in clause 4.7.
 - v) Violation of the restrictions to Software license as set out in clause 5.
 - vi) Violation of the restrictions pertaining to "No transfer of rights" as set out in clause 5.1.
 - vii) Failure to "Delete Software" as set out in clause 8.2.
 - viii) Failure to "Assist with removal of any infringements by Third-party Software" as set out in clause 9.1.
 - ix) Failure to "Refrain from acknowledging infringement claims" as set out in clause 9.2.
 - x) Failure to "Safeguard from unauthorized access" as set out in clause 11.1.
 - xi) Failure to "Establish and maintain a back-up" as set out in clause 11.2.
 - xii) Violation of the restrictions to "Processing of Personal Data" as set out in clause 11.3.
 - xiii) Failure to "Assist with external audit" as set out in clause 12.1.
 - xiv) Failure to "Perform self-audit" as set out in clause 12.2.
 - xv) Failure to pay for the Software in accordance with a payment deadline as set out in the Software Reseller Agreement.
- (b) Written notice: We must first notify you of the breach in writing and in the notice describe the breach and clearly state our intent to terminate for cause unless the breach is rectified within a reasonable time; and
- (c) Rectification period: We must provide you with a 30 day period to rectify the breach, unless the breach is pertaining to your payment obligations where the rectification period shall be 7 days or alternatively the shortest period allowed by mandatory rules under the applicable law.
- 14.7. **Cut-off access.** If we have the right to terminate this EULA for cause, we may instead choose to first cut-off your

access to use the Software (if technically possible). We are subsequently entitled to terminate this EULA for cause without further notice after granting you an additional grace period of minimally 3 days to rectify the breach. If you rectify the breach, we will reinstate your access.

- 14.8. **Effect of expiry or termination.** Upon expiry or termination of the EULA, you must certify to us in writing that you have deleted all copies of the Software and has ceased all use hereof.
