



## BILAGA 1 – DB24 LICENSE TERMS

### License terms and conditions for DB24's software products installed on premise\_

DB24 License terms · Ver 2025.06 · rev 260731

#### 1. DEFINITIONS

In these T&C, the following terms, when indicated with a capital letter, shall have the meaning set forth below.

**“Additional Services”** means any agreement between the Parties on additional services provided by DB24 to Licensee in connection with the provision of the Software.

**“Agreement”** means these T&C together with the Additional Services agreement.

**“DB24”** means the DB24 group company that is a party to the Main Agreement, being either DB24 AB, Sweden (reg. no. 559272-5435) or DB24 DK ApS, Denmark (CVR 42805297).

**“Licensee”** means the user and recipient of the Software.

**“Main Agreement”** means the main agreement entered into between DB24 and the Licensee.

**“Software”** means the software DB24 CORE installed on premise provided by DB24.

**“T&C”** means these license terms and conditions, which apply to all use of the Software.

#### 2. SOFTWARE

- 2.1 These T&C shall enter into force on the prior occasion of (i) the entering into of the Agreement or (ii) the installation of the Software on the receiving hardware. If no Main agreement has been entered into between the DB24 and the Licensee, the Licensee confirms these T&C through the installation of the software, and is bound thereby with final effect.
- 2.2 The Software and all works included therein, such as computer programs, databases, dictionaries, written documentation, layout, etc., are protected by the Swedish Act (1960:729) on copyright to literary and artistic works and corresponding legislation in other countries, as well as other applicable rules concerning intellectual property rights. Ownership of the Software and the associated intangible rights shall vest in DB24 or the party from which DB24 derives its right.

#### 3. LICENSE TO USE THE SOFTWARE

- 3.1 The Licensee acquires a license to use the Software in accordance with the conditions set out in these T&C and the Agreement for as long as these T&C are in force in accordance with section 6. In no way shall the license mean that the Licensee acquires any ownership or more extensive license rights to the Software other than as expressly set out in these T&C and the Agreement. DB24 reserves the right to claim damages in the event of a breach of these T&C or the Agreement.

- 3.2 The Licensee shall not, without the prior written approval of DB24, disassemble or decompile the Software or make any changes to the program code, or create programs based on the Software or any constituent components thereof.
- 3.3 The Licensee shall not be entitled to copy the Software, any works included therein or any other component thereof. Notwithstanding the foregoing, the Licensee shall be entitled to make the copies that are necessary for the installation of the Software and copies permitted by law.
- 3.4 The license does not include any rights to trademarks, names or product characteristics that are used in connection with the Software.

#### 4. MONITORING

- 4.1 DB24 shall be entitled to do a yearly True-Up identifying the number of instances connected to the Software in order to calculate the fees to be paid by Licensee to DB24.
- 4.2 Licensee shall ensure that DB24 is updated with the correct number of Instances during the agreement period.
- 4.3 In the event of an obvious breach of these T&C or any other misuse, in case the Licensee does not ensure that DB24 can or prevents DB24 from doing True-up to establish the number of Instances connected to the Software or in case the Licensee manipulates the number of Instances connected to the Software, DB24 reserves the right to claim damages. For the sake of clarity, all events described in this section 4.3 shall be considered a material breach of the Agreement on behalf of the Licensee. In such cases, the Licensee shall not be entitled to the reimbursement of any payments made for the period concerned.

#### 5. DB24'S RESPONSIBILITIES

- 5.1 DB24 makes no undertaking, either expressly or implied, concerning the Software. DB24 disclaims all responsibility for, inter alia; any defects, deficiencies in the marketability of the Software or its unsuitability for a particular purpose.
- 5.2 The production of the Software is carried out in a way to acquire a high level of certainty that the Software is not encumbered by viruses or other harmful characteristics. Complete certainty can however not be achieved.
- 5.3 DB24 shall not be responsible for ensuring that the Software can be used with full functionality together with any form of hardware or software available on the market.
- 5.4 DB24's undertaking shall not include the installation or uninstallation of the Software or other software unless this is agreed upon as an Additional Service.



- 5.5 DB24's liability shall be limited to what is stated above and in the Agreement concerning liability for errors, including any harmful characteristics of the Software.
- 5.6 DB24 disclaims all liability for any loss that may be caused by the Software or the non-provision or erroneous provision of the Software or Additional Services or for the fact that the Software could not be used for a particular purpose, even if this should have been known to DB24. In particular, DB24 shall accept no liability for indirect losses, including the loss of data, lost profits or income or other consequential losses in the commercial operation of the Licensee or any other party. If an entitlement to reimbursement should arise in a particular case, DB24's total liability shall at all times be limited to the amount corresponding to the total amount received by DB24 from Licensee under the Agreement the preceding twelve (12) months from the date of the damage.

## 6. TERM AND TERMINATION

- 6.1 These T&C shall apply from the date stipulated in section 2.1 and shall remain in full force and effect for an indefinite term until they are terminated in accordance with the Main Agreement and DB24 has been able to ensure the uninstallation of the Software in accordance with section 6.4.
- 6.2 DB24 shall be entitled to terminate the Agreement, in whole or in part, with immediate effect if the Licensee is in breach of these T&C or the Agreement or otherwise misuses the Software.
- 6.3 If the Agreement, or these T&C, cease to apply, all use of the Software shall cease and all examples, including any copies or components thereof, shall be deleted or destroyed. This shall include all DB24 databases and all ingoing SQL Agent Jobs in Licensee's environment. Licensee's data shall be left intact.
- 6.4 The Customer shall give DB24 access or assist DB24 to overview relevant parts of Licensee's environment in order to (i) control the number of Instances connected to the Software and (ii) uninstall the Software upon the termination of the Agreement or these T&C or to ensure that the Software has been deleted or destroyed.
- 6.5 Under no circumstances shall DB24 be obliged to pay any reimbursement, repayment or similar to any party as a result of termination of the license.

## 7. PRICE AND PAYMENT

- 7.1 Licensee shall pay a license fee as compensation for the Software based on the number of Instances connected to the Software, as may be described in a quote from DB24 to Licensee or otherwise set forth on the invoice to Licensee. Unless otherwise agreed in writing, the license fee shall be invoiced yearly in advance.
- 7.2 Payment shall be made within thirty (30) days after receipt of the invoice from DB24 unless otherwise has been specifically agreed with DB24 in writing.

- 7.3 In the event of late payment, penalty interest shall be paid per annum at an interest rate which corresponds to the reference rate under the Swedish Interest Act.

## 8. AMENDMENTS

- 8.1 DB24 shall be entitled to amend these T&C at any time. The amendments shall start to apply thirty (30) days after the amendment has been communicated by DB24 to the Licensee.
- 8.2 If Licensee does not agree to an amendment, Licensee shall give notice to DB24 within thirty (30) days from DB24's communication.
- 8.3 In case of such notice, DB24 and Licensee shall in good faith negotiate a possible alternative solution for the Licensee. If no such solution can be found between the Parties within thirty (30) days of the Licensees notice, Licensee shall be entitled to terminate the Agreement with thirty (30) days' notice.

## 9. FORCE MAJEURE

DB24 shall not be liable for any inconvenience, damage or loss caused by circumstances outside the control of DB24. DB24 shall thus be exempt from liability for any interruptions or disruptions caused by circumstances outside DB24's control, e.g. accidents, lightning strikes, fire, war, riots, flooding, severe weather or action or failure to act on the part of an authority or another external party.

## 10. DISPUTES AND APPLICABLE LAW

- 10.1 The Agreement and these T&C shall be interpreted and applied in accordance with Swedish substantive law.
- 10.2 Disputes in connection with these T&C or the Agreement shall be settled by arbitration administered by the Gothenburg Chamber of Commerce's Arbitration Institute (the "Institute"). The seat of the arbitral tribunal shall be Gothenburg.
- 10.3 The Institute's Rules for Simplified Arbitration shall apply unless the Institute, taking into account the severity of the case, the value of the dispute and other circumstances, decides that Rules for the Gothenburg Chamber of Commerce's Arbitration Institute shall be applied to the procedure. In the latter case, the Institute shall also decide whether the arbitral tribunal shall consist of one or three arbitrators.