

# General provisions for TAGARNO License Terms & Conditions

## 1 SCOPE AND DEFINITIONS, ETC.

These general provisions (hereinafter referred to as the "License Terms & Conditions") apply to the TAGARNO license agreement (hereinafter referred to as the "License Agreement") entered into between TAGARNO USA Inc, 5126 South Atlanta Drive, Tucker, GA 30084, USA (hereinafter referred to as "TAGARNO") and the customer (hereinafter referred to as the "Customer") regarding the right to use TAGARNO's licensed products.

- 1.1 The License Agreement covers the right to use TAGARNO's licensed products, consisting of the license for services and software applications (hereinafter referred to as the "Service").
- 1.2 Specification of the Service is evident from the License Agreement. The License Agreement, together with these general provisions for TAGARNO licenses and the other annexes to the License Agreement, shall constitute the contractual basis between TAGARNO and the Customer.

## 2 LICENSE CONTENT

- 2.1 The Service shall be provided as "Software-as-a-Service" (SaaS), whereby the Customer, by purchasing a license for the Service, obtains a right to use the Service in the manner set forth in the License Terms & Conditions. All parts of the Service shall be governed by the License Terms & Conditions, including such parts as are added, purchased or put into use at a later time.
- 2.2 The Customer shall have a limited, terminable and non-exclusive license that is not transferable. This license shall allow use of the Service in accordance with the License Terms & Conditions in the Customer's internal business operations against payment of a fee as per the price list valid at any given time or as per the License Agreement. Payment of the fee in accordance with the License Agreement and compliance with the License Terms & Conditions are necessary preconditions for the right to use the Service.

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- 2.3 The Service shall be provided in the state prevailing at any given time. The right to use the Service shall not be dependent or conditional on any particular version of the Service or function at any given time, but shall provide access and the right to use the Service as it is provided at any given time.
- 2.4 TAGARNO reserves the right to provide the Service from another country.
- 2.5 TAGARNO has the right, without prior notice, to make improvements, additions or changes, or to remove features, as well as to correct faults or deficiencies in the Service. The Customer may not make any claim against TAGARNO in this respect. If, contrary to expectations, a change permanently removes one or more features that are an essential part of the Service, the Customer has the right to terminate the License Agreement with immediate effect. In this context, the Customer is entitled to a proportionate reduction in the prepaid fee for the Service.
- 2.6 The Customer may not redistribute the Service to third parties without TAGARNO's prior written consent.
- 2.7 TAGARNO reserves the right, with 90 days' notice, to change the License Terms & Conditions and any other terms for providing the Service.
- 2.8 TAGARNO has the right to use subcontractors to fulfil TAGARNO's obligations under the License Agreement.
- 2.9 The Customer shall not be entitled to transfer or otherwise make available the Service, in whole or in part, to a third party without the prior written consent of TAGARNO.

### **3 EXTENSION OF WARRANTY TO 5 YEARS**

- 3.1 Upon conclusion of the License Agreement in connection with the purchase of a TAGARNO microscope, the warranty for the TAGARNO microscope shall be extended to 5 years from the date of purchase. The extended 5-year warranty shall expire upon termination or expiry of the License Agreement.
- 3.2 TAGARNO's general warranty terms & conditions shall apply analogously to the extended warranty.

### **4 RIGHT OF USE**

- 4.1 Once the Customer has purchased a license for the Service, the Customer shall receive a user license entitling the Customer to use the Service during the license period.
- 4.2 The user license shall be issued to the Customer and may only be used by the Customer in connection with the equipment to which the user license is linked.
- 4.3 The Customer shall acknowledge that use of the Service requires the Customer to have obtained or otherwise have access to the software, equipment and communication services required to use the Service. The software, equipment and communication services required are detailed on the TAGARNO website or will be notified by TAGARNO upon request. Use of the Service shall be subject to the Customer's acceptance of TAGARNO's logging of the Customer's usage behaviour in accordance with TAGARNO's cookie terms in force at any given time.

## **5 ACCESS TO THE SERVICE**

- 5.1 TAGARNO shall make the Service available to the Customer from the time the license takes effect (hereinafter referred to as the "Time of Commencement"). Additional services relating to the Service may be made available at a separate time. This shall not affect the Time of Commencement.

## **6 ELECTRONIC COMMUNICATION**

- 6.1 Notices etc. received by the Customer via email to the email address specified in the License Agreement shall have the same legal effect with respect to, inter alia, deadlines for payment, acceptance and complaint as if they had been received by ordinary post.
- 6.2 The Customer shall be responsible for regularly checking whether messages from TAGARNO have arrived at the agreed email address.
- 6.3 The Customer shall notify TAGARNO immediately of any change of email address. If notices cannot be sent to the agreed email address, TAGARNO shall be entitled to charge a fee for resending the notice to the Customer by ordinary post.

## **7 PRICES**

- 7.1 TAGARNO shall set prices for the Service in accordance with the License Agreement, cf. O.
- 7.2 TAGARNO may charge a license fee and a setup fee, e.g. for the creation of an API. In addition, TAGARNO may charge fees for additional services relating to the Service.
- 7.3 Information on the prices applicable at any given time may be obtained by contacting TAGARNO.

## **8 PAYMENT**

- 8.1 Payments under the License Agreement shall be charged via invoice with a payment deadline.
- 8.2 TAGARNO shall send the invoice electronically to the email address specified in the License Agreement or, for public sector customers, via e-invoicing based on the EAN number provided by the Customer, unless otherwise agreed.
- 8.3 Setup fees and license payments shall fall due on the date indicated in the invoice. License payments shall fall due for payment annually in advance.
- 8.4 In the event of late payment, TAGARNO shall be entitled to charge interest from expiry of the payment deadline until payment is made in accordance with the provisions of the Danish Interest Act. TAGARNO shall also be entitled to charge a reminder fee for sending reminder letters.

## **9 CUSTOMER'S DEFAULT**

- 9.1 In the event of a material breach by the Customer of its obligations under the License Agreement, TAGARNO shall be entitled to suspend the Service and terminate the License Agreement.
- 9.2 Among other things, the following shall be considered material breaches:
- A. The establishment fee is not paid on time.
  - B. The license fee and other payments are not paid after TAGARNO has sent a reminder.
  - C. The Customer provides incorrect information or fails to notify a change of postal address or email address, or the Customer's circumstances prevent TAGARNO from sending invoices and other communications to the Customer.
  - D. Unauthorised transfer of the Service.

## **10 AVAILABILITY AND TROUBLESHOOTING**

- 10.1 The Service shall normally be available online 24 hours a day, seven days a week. TAGARNO (as well as external suppliers) shall have the right to take measures that may affect the above availability if TAGARNO deems such necessary for technical, service, operational or security reasons. Planned outages due to system maintenance shall be notified to the Customer in advance whenever possible.
- 10.2 The Customer has been made aware that downtime may occur. In the event of a breakdown, TAGARNO will remedy the situation within a reasonable time.
- 10.3 If the Customer reports a fault and it turns out that there is not a fault in the Service, or that the fault lies in the Customer's own equipment or installations, the Customer shall be obliged to cover TAGARNO's costs for troubleshooting.

## **11 LIABILITY**

- 11.1 TAGARNO shall be liable in accordance with the general rules of Danish law on torts for losses resulting from acts or omissions caused by TAGARNO or anyone for whom TAGARNO is responsible, subject to the limitations set out below:
- A. TAGARNO shall not be liable for any loss arising from interruptions, disruptions or changes due to faults in the telecommunications network, failed or inadequate delivery by TAGARNO's subcontractors or partners, or faults in the Service.
  - B. TAGARNO shall not be liable for indirect losses, including lost profits, production losses, losses resulting from it not being possible to use the Service as intended, losses resulting from the loss or breach of an agreement with a third party and the like.
  - C. TAGARNO shall not be liable for any loss suffered by the Customer as a result of any failure caused by a communication fault or fault of the Service.
  - D. TAGARNO shall not be liable for any loss resulting from unauthorised parties' accessing the Customer's data and/or systems.
  - E. TAGARNO's liability shall not exceed the amount received by TAGARNO from the Customer in license fees during the preceding calendar year.

## **12 SUPPORT**

- 12.1 TAGARNO is constantly developing the Service so that Customers can have access to the best possible software.
- 12.2 The license ensures that the Customer has access to the latest versions of the software and the right to receive support.
- 12.3 The agreement entitles the Customer to administrative support in the event of problems with the Service.
- 12.4 TAGARNO shall provide online product support as well as support via email. Support questions should be emailed to [support@tagarno.com](mailto:support@tagarno.com) and will generally be answered by the end of the next working day.
- 12.5 During periods of annual leave, TAGARNO reserves the right to close down the support.
- 12.6 The support team provides assistance with administration problems with the Service provided by TAGARNO.
- 12.7 Support is provided to the SPOC (single point of contact) designated by the Customer.
- 12.8 TAGARNO shall provide instruction and/or training to the User to the extent covered by the License Agreement. TAGARNO shall not be obliged to remedy faults caused by a third-party product/service connected to the Service, or to remedy faults caused by faults in the Customer's technical equipment, or faults caused by third-party software. Furthermore, TAGARNO shall not be obliged to remedy faults in the network, operating system or other software provided by a third party.

## **13 INTELLECTUAL PROPERTY RIGHTS**

- 13.1 TAGARNO shall be the exclusive owner of all intellectual property rights (hereinafter referred to as "IPR") attributable to the Service. IPR includes, but is not limited to, copyright, patents, trademarks, trade names, designs and product designs, as well as source codes, databases, business plans and know-how, whether registered or not. Any documentation, including manuals, user guides or other written material, electronic or non-electronic, as well as descriptions of how the Service is set up and used, is considered part of the Service and therefore subject to the same restrictions. All copyrights, trademarks, registered trademarks, product names, trade names or logos displayed on or in connection with the Service are the property of their respective owners.
- 13.2 TAGARNO does not claim any intellectual property rights, or ownership of any kind, over any data owned by the Customer and transmitted to or through the Service.
- 13.3 If TAGARNO provides products under license from a supplier other than TAGARNO, the license terms & conditions of the other supplier shall prevail over these License Terms & Conditions.
- 13.4 The Service may be integrated with third-party applications, websites and services ("Third-Party Applications") in order to make the content, products and/or services available to the User. These third-party applications may have their own terms & conditions of use, and use of these third-party applications shall be governed by and subject to such terms & conditions. TAGARNO shall not be responsible for these and is therefore not liable for actions, processes and functions of, or content relating to, such Third-Party Applications, or for the transactions that the User may enter into with the provider of such Third-Party Applications.

## **14 FORCE MAJEURE**

- 14.1 TAGARNO shall not be obliged to provide compensation, cf. point 11, if the non-delivery, interruption etc. is due to circumstances beyond TAGARNO's control, including, but not limited to, lightning strike, power failure, floods, fire, war, epidemic, pandemic, strike and lockout, including strike and lockout involving TAGARNO's own employees and any subcontractors.

## **15 AGREEMENT PERIOD AND TERMINATION**

- 15.1 The license shall be valid from the Time of Commencement. The License Period is specified in the License Agreement. If the License Period is not specified in the License Agreement, the license shall be valid for twelve (12) months, after which the period shall be automatically renewed for twelve (12) months at a time, unless the License Agreement is terminated in writing by one of the parties at least ninety (90) days before expiry of the license period in question.
- 15.2 Termination of the License Agreement, in its entirety or in part, must be effected by emailing [orders@tagarno.com](mailto:orders@tagarno.com). Any prepaid fees shall not be refunded. It is the Customer's responsibility to store the electronic receipt for the agreement termination, which is always sent to the Customer via email.
- 15.3 Upon termination of the License Agreement, the Customer's access to the Services will be blocked after the last active license day.

## **16 CHANGES IN TERMS & CONDITIONS AND PRICES**

- 16.1 TAGARNO may modify these terms & conditions, license terms & conditions specific to additional services, features, applications, facilities and separate additional terms & conditions, as well as license payments etc., as set forth in 7, with at least one month's notice.
- 16.2 Price increases may be implemented i.a. as a result of TAGARNO's increased costs or need for increased profitability and earnings.
- 16.3 The changes shall be notified to the Customer in writing, possibly together with an invoice or as text on the payment statement from the Customer's bank or Nets A/S.

## **17 INDEX ADJUSTMENT**

- 17.1 TAGARNO reserves the right to adjust the price for services under the License Agreement once a year on 1 January with the increases in the net price index, cf. Executive Order No. 76 of 3 February 1999 on the calculation of a net price index, as amended, based on the published index for the last month of October compared to the month of October of the previous year, but at least by 2.5 per cent and rounded up to the nearest whole US dollar. In addition, TAGARNO may change the prices at any time as provided for in 16.
- 17.2 If the consumer price index ceases to be calculated, TAGARNO may adjust the prices in accordance with developments in another analogous official index measuring the same price development.

## **18 ENTRY INTO FORCE**

18.1 These general terms & conditions shall enter into force on 1 April 2022.

## **19 CUSTOMER SERVICE AND SUPPORT**

19.1 Customer Service and Support

Email: [support@tagarno.com](mailto:support@tagarno.com)

[www.TAGARNO.com](http://www.TAGARNO.com)

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Tucker, GA, April 2022