

AnyBody Software License Agreement

1. Parties

The Parties of this Software License Agreement are:

- 1) the software supplier AnyBody Technology A/S, hereinafter referred to as "**ABT**".
- 2) the person or organization that, from ABT or an authorized reseller, has acquired the right to use the Product on the terms set forth herein, hereinafter referred to as "**Licensee**".

ABT and Licensee are individually referred to as "**Party**" and collectively as "**Parties**".

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"**Output**" means any data output generated by the Products, whether in physical, digital, or other form, and including without limitation representation in graphical or numerical form.

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4. License Types

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Standard License: Licenses referred to as Standard Licenses are for commercial entities, government agencies, and non-profit entities or institutions doing classified research and product development i.e., research and development, which is not meant to be public.

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4.4 Use of licenses:

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Node-locked: A node-locked license is locked to a single physical computer. This is done by associating the license file with the MAC-address of a physical network adaptor for the computer. This option is typically used on a shared computer in a lab.

Floating license: A floating server-based license is hosted on a local server, and locked to the MAC-address on this, or in RLM cloud. The local server or RLM Cloud hosts licenses by running the RLM License Server program. When the AnyBody Modeling System is closed on one client machine, the license is returned to the license server machine and made available for other client machines. Floating licenses can only be shared on a network within the same physical company address, i.e., not between addresses in different cities, countries etc. unless Licensee has received a signed License Certificate from ABT to this effect.

4.5. Maintenance subscription

Maintenance subscription entitles the AnyBody User to updates of the AnyBody Modeling System™ and the latest models in the AnyBody Managed Model Repository™. The AnyBody User will also be able to get support on the AnyScript Forum after proper registration.

5. License audit

5.1 Licensee is obliged to ensure that the use of each Product license type complies with the terms set forth in this SLA.

5.2 Licensee accepts that ABT monitors Licensee's use of all Product licenses to the extent necessary to ensure compliance with this SLA.

5.3 Licensee shall allow ABT to audit its AnyBody Users and installations once every six (6) months. These audits shall permit ABT to verify that all Product licenses are used in compliance with this SLA, and further ensure that ABT receives the entitled license and maintenance payments. Such audits will not unreasonably interfere with Licensee's business activities.

ABT may request Licensee to assist in auditing its AnyBody Users and installations and report the results of its findings to ABT without undue delay. The cost of any such audit will be carried by Licensee.

5.4 In the event an audit reveals the use of a Product license is in violation of the terms of this SLA, Licensee must reimburse ABT for any lost license and maintenance earnings in accordance with the rates of ABT's current price list. ABT's right to invoice Licensee for these lost earnings will not lapse.

5.5. Nothing in the above shall restrict ABT from exercising any other remedies ABT has according to this SLA. This right includes, without limitation, the right to terminate the SLA.

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7.7. In case that the Product fails to perform as warranted in this SLA, the sole obligation of ABT to Licensee shall be, at ABT's option, to provide a correction or another update of the Products to correct the error or correct the manual (if the manual is in error) or to terminate the license for the Products and refund to Licensee a pro-rata share of the license fees for the Product.

7.8 THE REMEDIES OF LICENSEE IN CASE OF A BREACH OF WARRANTY SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDIES TO WHICH LICENSEE IS ENTITLED REGARDLESS OF WHETHER THE LICENSE HAS BEEN PURCHASED FROM ABT OR AN AUTHORIZED RESELLER.

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9. Assignment

9.1 ABT may without Licensee's consent assign its rights under this SLA to a third party or entrust the performance of its obligations or parts hereof to subcontractors.

9.2 Licensee may not assign his rights under this License to any third party without the prior written consent of ABT.

10. Termination

10.1 The license shall continue until terminated according to Sections 10.2 below unless otherwise stated in the License Certificate.

10.2 ABT may terminate the SLA and the license if (i) Licensee has materially breached any of the provisions of the SLA, (ii) ABT is required to do so by law. When the SLA comes to an end, all of the legal rights, obligations, and liabilities that Licensee and ABT have benefited from, been subject to, or which have accrued over time while the SLA has been in force or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of chapter 14 in this SLA shall continue to such rights, obligations, and liabilities indefinitely.

10.3 If the license for the Products granted hereunder is terminated for any reason, Licensee must immediately uninstall the Products from the computer on which it is installed and shall certify to ABT in writing that the Products are uninstalled, and all copies thereof have either been destroyed or returned to ABT.

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All license fees for the Products are exclusive of taxes, withholdings, duties, or levies. Licensee shall pay all taxes associated with the Products, exclusive of any tax based on the income of ABT or its authorized reseller. If claiming a tax exemption, Licensee must provide a valid tax exemption certificate.

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Further, ABT will collect host ID and other potentially identifiable data to prevent any fraudulent use of the Products or to improve the functionality supplied by ABT. ABT will be sharing this data with a third party or parties processing such data on ABT's behalf.

As a data subject, the AnyBody User has e.g., a right of access to the processing of his/her personal data and a right to object against the processing thereof, including a right to request deletion of data or restriction of such processing. Should the data subject wish to exercise these rights or have any questions regarding ABT's processing of personal data, please contact ABT at this email address sales@anybodytech.com. Apart from the above, the data subject is also entitled to complain to the Danish Data Protection Agency on www.datatilsynet.dk about the processing of his/her personal data.

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13.1 This SLA constitutes the entire agreement between the Parties with respect to the use of the Products and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to, or modification of this SLA will be binding unless in writing and signed by both Parties. If any portion of this SLA is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this SLA.

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