

# Seluxit - Cloud Solutions Terms and Conditions

## 1. Preamble

This Agreement (“Terms and Conditions”, “Terms”, “Agreement”) comprises the terms and conditions that rule the use of and access to Seluxit Products (as defined below) which shall be entered into by and between Seluxit (“we”, “us”, “our”) and Seluxit customers (“Customer”, “you”, “your”, “yourself”), to which the Agreement shall be binding. Please read these Terms carefully before agreeing to them as described in Section 3.

## 2. Definition of terms

“**Content**” refers to all data including, but not limited to, any software, text, audio, video or images.

“**Contribution**” refers to all suggested improvements, comments and feedback which you provide to us related to the Products.

“**Documentation**” refers to guides, as they may be revised from time to time, provided in connection to the use of the Products, some of which can be found on our website [www.seluxit.com](http://www.seluxit.com) (and at any other related locations, which we might designate).

“**End User**” refers to the individual or entity using the applications or products created by you or on your behalf and which are based on or using Seluxit Products.

“**Original Content**” refers to the Content as presented or delivered by Seluxit irrespective of its time of creation or publication.

“**Products/s**” refers to Seluxit Cloud Solutions as described in Section 4.

“**Product Content**” refers to any Content which Seluxit provides or creates, related to the Products or on the affiliated websites, in order to allow access to and use of the Products, such as, but not limited to: Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology. Product Content does not include the Products or Third-party Content.

“**Parties**” Individually a Party, together Parties refers to the parties of this Agreement: Seluxit and the Customer who registers or is given access to use any of the Seluxit Products.

“**Third-Party Content**” means Content made available to you by any third party on the Seluxit and Wappsto websites or in relation to the Products and the use of the Products.

“**Your Content**” Refers to Content which is transferred by you, your affiliates or any End User, to us for the purpose of processing, storage or hosting, in connection with your account or accounts and/or the use of any of the Products, as well as any computational results that you or any End User derive from the foregoing through the use of any of the Products. Your Content excludes the information related to the creation and administration of your account such as your email address and your billing information for example.

## 3. Agreeing to the Terms

**Confirmation.** The Agreement shall be binding either from the moment we send a written confirmation of the purchase order to you or from the confirmation to the registration of your account, or by signing any other agreement incorporating these Terms and Conditions by reference or by including them in such agreement in the form of an appendix for example, whichever comes first (“Effective Date”).

**Integration.** The Agreement applies to and forms an integral part of: i) all of our quotations and offers (hereinafter both referred to as “Offer”) sent to you; ii) all acceptances, acknowledgements or confirmations by us (hereinafter all referred to as “Confirmation”) of any order made by you, unless explicitly agreed otherwise in writing between the Parties; iii) any agreement resulting from such Offer or Confirmation; iv) any other agreement incorporating these Terms and Conditions by reference regarding the sale by us and purchase by you of the Products, unless we explicitly agree to their exclusion, in writing.

**Only Agreement.** No terms and conditions in a Party’s documents or other agreements which are in addition to or conflict with the current Agreement shall be binding, unless such term or condition has been expressly and duly accepted in Writing by both Parties .

**Authority.** You hereby warrant that you have the legal authority and power to accept the Cloud Solutions Terms and Conditions, and to perform all of the obligations stipulated hereunder, on behalf of yourself and any party you represent in relation to your use of either of the Seluxit Products. If you do not agree to the Terms, you are not authorized to use any of the Seluxit Products. If you do not have the required authority, you may not accept the Agreement or use any of Seluxit Products on behalf of yourself, your employer or other entity.

## 4. Description of Seluxit Cloud Solutions

**General.** Seluxit offers the following two Products (Cloud solutions): the Seluxit IoT Platform and Wappsto. These Products are deployed in the same server environment and feature share a common architecture and resources. Differences between the two Products will be made clear in this agreement, where they arise.

You may choose to use Third-Party Content, which shall be governed by this Agreement and, if applicable, separate terms and conditions covering such Third-Party Content.

**Seluxit cloud based IoT service platform.** Seluxit cloud based IoT services platform includes management and control of connected IoT devices and collection and distribution of data from devices to cloud, with options such as of data storage, automation, analysis, visualization.

**Wappsto.** Wappsto is where you develop, buy and sell Applications (called Wapps) for Seluxit IoT solutions and any connected product. Anyone with an account can create web apps (called 'wapps' in Wappsto) which work with diverse third-parties' devices and digital services (i.e., third-parties). Wapps can then be shared or sold on the Wappsto store. End-users then configure these wapps to use their own accounts to the corresponding third-party devices and services and have the option to share or sell the configuration and/or data generated using these wapps.

## 5. Registration

**Account.** The main requirement in order to receive access to Seluxit's aforementioned Products is to register successfully.

**Available data.** After you register, you may have a monthly limit of data on your account. When you have reached the limit of your data, you can continue to use our Products after you provide your payment details and pay the desired amounts according to our Pricing Scheme (which we can provide upon request).

## 6. Rights granted by the Customers to Seluxit

**Audit and monitoring.** You hereby grant us the right to audit and monitor Your Content including code, for the purpose of verifying that you do not break any obligations set through this Agreement or other relevant Seluxit Agreements and policies, and that the handling of personal data is done according to Seluxit's policies.

You will not block or interfere with our monitoring. You will cooperate with us to identify the source of any problem with the Products which we believe may be attributed to Your Content or any end user Content that you control.

## 7. Requirements and obligations of the Customer

**Customer accounts.** You are responsible for all the actions and activities that take place under your account regardless of whether such activities have been authorized or undertaken by you, your employees or other parties such as, but not limited to, your contractors, affiliates, representatives or End Users. You will not facilitate or provide access to the Products through any means other than through the authentication methods we specify, and you will not disable, circumvent or avoid any security device, mechanism or protocol of the Products.

**Security.** You must implement reasonable security measures to ensure that no third party may gain unauthorized access to the Products. Seluxit will not be accountable for any unauthorized access to your account. You shall immediately notify us about any possible misuse of your accounts or authentication credentials or any security incident related to the Products.

**Legality.** You must ensure that Your Content and that your own use and the End Users' use of Your Content and any of the Seluxit Products comply with both legal provisions and Seluxit policies and other terms we will make available. You shall exclusively be responsible for the development, Content, operation, maintenance, and use of Your Content.

**Backup.** We regularly create back up of your accounts and Your Content. However, we also recommend that you take supplementary actions to secure, protect and back up your accounts and Your Content.

All online services suffer occasional disruptions and outages and we make no warranties related to the backed-up data. We will have no liability related to Your backed-up Content and we will not be liable in any circumstances for any loss of data.

**End Users.** You will ensure that all of your End Users comply with your obligations under this Agreement and that the terms of your agreement with your End Users are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately notify us. We then may choose to suspend their access to Your Content and the Products. Unless we have a separate agreement with you or an End User obliging us to provide support to the End User, we will not provide any support to End Users.

**Log-In Credentials and Account Keys.** Log-in credentials and private keys generated by the Products are for your use only and you will not sell, transfer or sublicense them to any other entity or person.

## 8. Data protection, Privacy and Safety

**Lawful base.** As a condition to processing (in the sense stipulated in the General Data Protection Regulation) personal data, you must have documentation of the data you are processing and acquire specific consent from the data subject, when relevant, or make sure other lawful base applies, as stipulated in the GDPR (art.6).

**Your Privacy notice.** Through this Agreement, you also acknowledge and agree to provide the End User with a Privacy Notice, that is compatible with Seluxit's Terms and Conditions and Privacy Notice, and that is available before and at any time after the End User's registration to your service.

**Our Privacy Notice.** The handling of the Customer's personal data and the Customer's rights regarding Seluxit's use of their personal data, are covered by Seluxit's Privacy Notice, which can be found at <https://seluxit.com/privacy/> and is available at any time. We encourage you to read the Privacy Notice before registering to or using any of the Seluxit Products.

## 9. Proprietary Rights

**Seluxit Ownership.** Seluxit holds and will continue to hold all right title and interest in and to any and all of Seluxit Products, their affiliated websites, the Product Content including Original Content, updates and updated versions, source code, features, and functionality in all copies, modifications and derivative works of the aforementioned including, without limitation, copyright, trade secret, trademark and other proprietary or intellectual property rights. The Products shall not be copied, distributed, downloaded, transmitted, reproduced or transferred without Seluxit's prior written consent.

## 10. License

**Subscription based license to you.** Subject at all times to your full compliance with these terms, and subject to the contractual permissions granted to you by Seluxit, Seluxit hereby grants you a world-wide, non-exclusive, revocable, non-sublicensable, non-transferable, subscription based license to (i) access and use Seluxit Products in compliance with this Agreement; and (ii) copy and use Product Content, testing environments, scripts, pieces of code and Interface, only in connection to your permitted use of the Products.

Seluxit has no obligation to provide any type of support or service in connection to the Products and the use of the Products, unless otherwise agreed to in writing by the Parties.

**Other licenses.** The Products may include third party open source software components and such third party components shall be licensed to you under the terms of the applicable open source license conditions and/or copyright notices.

**License to us.** (i) For the purpose of **performing this Agreement** and **maintaining** and further **developing** the Seluxit Cloud Solutions, you hereby grant us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive and non-transferable license under all intellectual property rights that are or would be necessary for us to access and use the Customer's derived data; (ii) For **marketing** purposes, you hereby grant us a worldwide, royalty-free, revocable, non-exclusive and non-transferable license under all intellectual property rights that are or would be necessary for us to make copies and display the Customer's names and logos.

**Warranty.** You hereby warrant us that: (i) you or your licensors own all right, title, and interest in and to Your Content and Contributions; and (ii) you have all rights in Your Content and Contributions necessary to grant the rights stated in this Agreement.

**Contributions.** Whenever you provide us with a Contribution, you are giving us the right to use such Contribution without any restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Contribution you provide us.

**Unlawful use.** Neither you nor any End User will, or will attempt to (i) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Seluxit Products, (ii) reverse engineer, disassemble, or decompile any of the Products or apply any other process or procedure to derive the source code of any software included in the Products, (iii) access or use any of the Seluxit Products in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (iv) resell or sublicense any of the Seluxit Products.

**Our relationship.** You will not misrepresent or overstate the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement, or as otherwise agreed upon in writing by the Parties.

## 11. Disclaimer and Limitation of Liability

**No warranty.** Your use of the Product or Products and the affiliated webpages is at your own risk. Seluxit does not warrant the consistent availability, correctness, accuracy, veracity, or completeness of the provided data. All information is provided 'in good faith' on an 'as is' basis.

**Exclusion of liability.** The Products are not specifically created for use in applications such as but not limited to life-support, or safety devices or systems, medical devices, nuclear facilities, applications related to the deployment of airbags, or any other applications that could lead to death, personal injury or severe property or environmental damage, or for use in any applications that affect control of a vehicle or aircraft (collectively, “critical applications”). You further agree to assume the sole risk and liability of any use of the Products in critical applications. You shall defend, indemnify and hold us harmless from any claims with respect to or arising from such use.

Seluxit, its employees, management and directors, shall not be liable for any direct or indirect, special, consequential or incidental damages or injuries, nor for any economic loss such as, but not limited to, income, profits, data, data use or business interruption, brought upon the Customer, end-user or any third party, that may arise from the access to, or use of, any of the Products, and their affiliated websites, or resulting from, but not limited to: non-functioning of the software due to the unavailability of the internet, system crashes which are not resolved in a reasonable time, errors, inaccuracies of Content, any bugs, viruses or similar malware, which may be transmitted, for example, through the site by any third party or any errors or omissions in any of the Product or Products and their associated websites' Content.

Seluxit will not be responsible in any circumstances for any and all damages, losses or injuries that are a result of hacking, or any unauthorized access of the Product or Products, accounts and the Content of the accounts. Seluxit will, however, take reasonable measures in order to prevent such cases.

**Limitation of liability.** Except for liability brought by intellectual property claims, as described in Section 13, our cumulative liability, for any claim, regardless of its nature, whether in contract or otherwise is limited only to direct damages up to the amount paid under this agreement for the specific part of the Product or Service on which the claim is based on, during the twelve (12) months before the cause of action arose.

**Term.** Actions of any kind, arising from the current Agreement, brought by the Customer or on their behalf, shall be initiated no later than twelve (12) months after the cause of action first arose. All actions initiated after the twelve (12) months term shall be void.

**Third-Parties.** Seluxit has no control over, nor it shall be responsible for, the Content, privacy policies, practices or any other Agreements of any third-party websites, services or products. Seluxit shall not be responsible or liable, in any way, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such websites or services.

The aforementioned limitation and exclusion of liability will apply whether the alleged liability is based on contract, tort, strict liability or any other basis, to the fullest extent permitted by law.

## 12. Duty to defend and indemnify

**Indemnification.** To the fullest extent permitted by law, you shall indemnify, defend and hold harmless Seluxit and its employees, management and directors, from and against any and all associated costs, demands, damages, settlements, judgements, fees (including attorney), losses, liabilities and expenses that can emerge out of, or can be in connection with any claims from third parties related, but not limited to, your breach of this Agreement, your and/or your employees' work and performances, or your hired independent contractors.

**Notification.** In the aforementioned cases, Seluxit will send you a written notification, informing you about the claim. Potential litigation expenses acquired before the notice has been delivered, shall also be covered by you. If such notification fails to be delivered, you will not be considered to be relieved of any liability.

## 13. Intellectual property indemnification

**By Seluxit.** We will defend you if a third-party action, suit, or proceeding is brought against you (“Claim”) to the extent such Claim is based upon an allegation that our Product, as of the Effective Date under this Agreement, infringes a valid European Union patent or copyright. We will hold you harmless against any costs awarded by final judgment in such an action, proceeding or suit (or agreed upon in a settlement to which we consent) to the extent directly and solely attributable to infringement by the Product, as provided in this Section 13.

**Exclusions.** We will have no obligation or liability to you under this Section 13:

- (1) if we are not: (i) promptly notified in writing of the Claim, (ii) given the sole right to control the defense and settlement of such Claim, including the selection of counsel, and (iii) given your full reasonable assistance and cooperation in such defense and settlement;
- (2) in case of unauthorized use or distribution of the Product or use beyond the Product's specifications;
- (3) to the extent that any such Claim arises from your use of the Product after we give you notice that you should cease any such activity because the Product is, or is reasonably likely to become, the subject of a Claim of infringement;

- (4) if you have not fully and promptly paid in full for the Products subject to the Claim, or if you are using the Products free of charge;
- (5) if the Claim arose because you or your customer brought a claim, suit, or proceeding against a third party;
- (6) if the underlying allegation arises from your breach of the Agreement;
- (7) for any costs, losses, expenses or damages resulting from your willful acts, or any settlement or compromise you incurred or made without our prior Written consent; and
- (8) to any Claims of infringement: (i) involving Products we made, provided or modified in compliance with your or a third party beneficiary's requirements or specifications with your consent; (ii) deriving from your combination or use of a Product with any other product, device, equipment, software, service, or technology, even if such Product has no substantial use other than as part of such combination or use; (iii) deriving from our compliance with any industry or proprietary standard or your use of the Product to enable the implementation of any such industry or proprietary standard; (iv) based upon your use of the Products in a process, including a manufacturing process;

**By you.** If any Claim of infringement is brought against us as a result of your actions in connection with items (2), (3), (4), (5), (6), (7) or (8) (i), (ii), (iii), (iv) of the Exclusions Section, you will: (i) defend us against any such Claim; (ii) hold us harmless against any costs awarded by final judgment in such third-party action, suit, or proceeding (or agreed upon in a settlement) to the extent directly and solely attributable to infringement by the Product; and (iii) indemnify us for costs arising from or connected with such Claim of infringement and will reimburse all our incurred costs in defending any Claim, demand, suit or proceeding for such infringement, provided we give you Written notice of any such demand, suit or proceeding for infringement.

**Remedies.** In the event that a third party makes such Claim alleging that Products, infringe the third party's intellectual property rights, we may, but have no obligation to: i) obtain a license that allows you to continue the use of the Products; ii) if you are enjoined from using the Product, replace or modify the Products so as to be non-infringing, but in a manner that does not materially affect the functionality of the Products, or iii) if neither (i) nor (ii) is available to us at a commercially reasonable expense, then we may terminate your access to the Products without being in breach of this Agreement.

**Indemnity obligation.** The foregoing indemnity is personal to you and is not assignable, transferable or subject to passthrough to any third party including your customers.

**Liability cap.** Our entire liability, including any judgment, settlement and reasonable attorney fees, under this Section 13 will not exceed 100.000 EUR.

**Sole Rights and Obligations.** Without affecting either Party's termination rights, this Section states our entire liability and obligation to you or your customers and your sole and exclusive remedy with respect to any actual or alleged infringement of any intellectual property rights of any kind.

## 14. Payment terms

**Charges.** Bills, fees and charges will be calculated and charged on a monthly basis. You will pre-pay us the applicable fees, bills and charges for the use of the Products as described in the Price scheme, using one of the payment methods we support.

All amounts payable by you under this Agreement will be paid to us without compensation or counterclaim, and without any deduction, rectification or withholding. Unless expressly stated otherwise, by us, through a written notice, or otherwise agreed upon in writing by the Parties, payments for any new feature or for any new part of or for any of the Products will become effective from the moment we update the fees and charges. We may choose to increase or add new fees and charges for any of the existing Products you are using by giving you at least 30 days' prior notice. Paid fees are non-refundable.

**Responsibility.** You will be responsible if the bank account you have provided us stops working, is blocked, the payment is not working, your account is depleted or any other reasons that make payment not possible.

**Termination.** We may choose to suspend or terminate your account for non-payment as described in the Term, Suspension and Termination Section 16.

**Taxes.** Each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement.

## 15. Confidentiality

**Confidentiality.** The Parties are subject to a common duty of confidentiality with regard to any information, data or proprietary information of the disclosing Party that is not generally known to the public, whenever and however disclosed, regarding the affairs, business, operations or plans of the disclosing Party, its subsidiaries, affiliates and business

divisions which is by its nature confidential, or specified as confidential by the disclosing Party. Unless otherwise agreed to in advance and in writing, the Parties will not use the confidential information for any purpose whatsoever other than the performance of this Agreement and will not disclose the Confidential Information to any third party. Upon the termination of the agreement, the Parties shall return all confidential material, related to the other Party, and in their possession, to the other Party. The confidentiality duty will survive the termination of this Agreement. A potentially stricter duty of confidentiality may come from a separate agreement.

## 16. Term, Suspension and Termination

**Term.** The current Agreement shall commence on the Effective Date and shall remain in effect until terminated as described in this Section 16.

**By Seluxit.** Seluxit may suspend or terminate your account and the use of the Product associated with said account, with immediate effect, if: (i) it is reasonably needed to prevent unauthorized access to Your Content or the Product Content; (ii) you do not pay amounts due under this Agreement; or (iii) you do not abide by Seluxit Policies or you violate any of the terms of this Agreement or of other Seluxit contracts that you are a Party of.

**Consequences of suspension by Seluxit.** If one or more of these conditions occurs, then we may choose to suspend your access to the Products and take any necessary or appropriate actions to remedy the situation, when relevant. The suspension will be in effect only while the condition or need exists. We will give notice before we suspend, except where we reasonably believe we need to suspend immediately. We will give thirty (30) days' notice before suspending for non-payment. If you do not fully address the reasons for the suspension within thirty (30) days after we suspend, we may terminate your account and delete Your Content without any retention period and without any liability of any kind. We may also terminate your account if your use of the Products is suspended by Seluxit more than twice in any twelve (12) month period.

**Termination by either Party.** Either Party may terminate the Agreement and implicitly the use of the account and Product or Products: (i) at any time, with immediate effect, if there has been a material breach of the current Agreement by the other Party, which remains uncured for a period of thirty (30) days from receipt of notice by the breaching Party; or (ii) for any reason, by providing thirty (30) days advance notice.

**Upon the termination date:**(a) your rights under the present Agreement, including the license we grant you through the Agreement, shall promptly terminate. However, during a period of only thirty (30) days after the termination date:(i) we will not remove any of Your Content from the Seluxit Products as a result of the termination; and (ii) you will have the option to request the extraction of Your Content from the Services, at a reasonable fee, only if you have paid all amounts due under this Agreement.

(b) you will promptly return or, if instructed by us, destroy all Product Content and other Seluxit Content, which is property of Seluxit, in your possession; and

(c) you shall continue to be accountable for all fees and charges you have incurred before the Termination Date and will be responsible for any fees and charges you incur after the Termination Date.

**Survival.** Sections such as but not limited to 7, 8, 9, 11, 12, 14, 15, 16 – Upon the termination date and Survival, 18, 19, 20, 21, 22, 23 and 24 shall survive and continue in full force and any other segments from the Cloud Solutions Terms and Conditions, by their nature or explicitly, will also remain in effect after the termination of this Agreement.

## 17. Changes to the Terms and Conditions

**Changes.** Seluxit retains the right, at its sole discretion, to revise, modify, remove elements from or add to the current Cloud Solutions Terms and Conditions for reasons such as, but not limited to, changes to the Products and changes of or in the applicable laws and regulations.

**Notice.** The Customer shall receive notice, as described in Section 18, of such changes from Seluxit fourteen (14) calendar days before the changes enter into force. In this mentioned period the Customer has the right to object to the changes, through a written notice. If at the end of the time period, no objections have been received by Seluxit, it would be implied that the Customer acknowledges and agrees to the changes.

**Objection to changes.** In the case that Seluxit receives a written objection in relation to the intended changes to the Terms, from a Customer, the original agreed upon Cloud Solutions Terms and Conditions will continue to apply, however, both Parties hold the right to terminate the Agreement providing thirty (30) calendar days written notice.

## 18. Notices

**General.** Primary communication languages shall be English and Danish.

**To us.** Any and all notices and notifications must be sent in written form to Seluxit.

**To you.** It is your responsibility to keep your email address current. Seluxit's notification obligation shall be regarded as fulfilled when we send the email to the email address associated with your account, or which you otherwise provided to us.

## 19. Amendment and Waiver

**Amendment.** Except as stated in Section 17, any conditions, terms or provisions may be amended, only in written form, containing a reference to the current Agreement, date and the signatures of the Parties involved.

**Waiver.** Compliance to any of the aforementioned provisions may be waived, only in written form, containing a reference to the current Agreement, date and the signatures of the Parties involved. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the Parties. No waiver of any provision of this Agreement constitute a waiver of any other provision or of the same provision on another occasion. The failure of either Party to enforce any provision or to exercise any right included in this Agreement, shall not be construed as constituting a waiver of its rights.

## 20. Force majeure

**Force majeure.** Both Parties have the right to suspend the Agreement, in cases where the performance of their obligations is obstructed or made unreasonably difficult by Force Majeure, which includes but is not limited to circumstances beyond the control of the Parties such as: industrial disputes, war, extensive military mobilization, explosions, fire, riots, strikes, lockouts, natural disasters, acts of state or governmental action, currency and export restrictions, epidemics, pandemics, embargo, seizure, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by the aforementioned circumstances. The Supplier shall not be liable for any losses, costs, damages or expenses (whether incurred under contract or otherwise) suffered or incurred as a direct or indirect result of an event such as the ones mentioned above, nor shall we be liable to refund any fees.

We shall not be liable or held responsible for any losses, costs, damages, expenses, failures, interruptions, omissions or delays (whether incurred under contract or otherwise) suffered or incurred as a direct or indirect result of an event such as the ones mentioned above, nor shall we be liable to refund any fees.

**Notification.** The party claiming to be affected by Force Majeure shall notify the other Party in written form without delay on both the intervention and on the cessation of such circumstance.

## 21. Severability

In any case any term or provision in this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, the validity, legality and enforceability of all of the remaining provisions contained shall not, in any way, be affected or impaired thereby. In the case that any term or other provision is found to be invalid, illegal or incapable of being enforced, Seluxit will immediately adjust the specified term or provision in order to reflect the original intent as closely as possible to the fullest extent permitted by applicable law in an acceptable manner.

## 22. Assignment

The rights and obligations of the Customer under the Cloud Solutions Terms and Conditions shall not be transferred or assigned prior to Seluxit's written approval.

We may, however, assign this Agreement without your consent (i) in case of a merger, acquisition or sale of all or substantially all of our assets, or (ii) to any Affiliate or as part of a corporate reorganization. In case of such situation, the assignee shall take over as a Party to this Agreement and Seluxit shall be fully released from all of its obligations and duties to perform under this Agreement. All assignments or transfers in violation of this Section 22 will be void.

## 23. Order of Agreements

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or Written, between the Parties, concerning the subject matter of this Agreement. However, if the Parties have signed a Main agreement then the order of the agreements shall be Main agreement first, followed by this Agreement wherever there are conflicting clauses or where there are inconsistencies between agreements.

## 24. Disputes and Governing Law

The Parties shall endeavor in good faith to reach an amicable settlement through friendly negotiations regarding any dispute arising out of or in connection with this Agreement, including, but not limited to any disputes regarding the existence, or validity thereof. If no settlement can be reached amicably, such disputes shall then be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Copenhagen.

The Agreement shall be governed by the substantive laws of Denmark. The Parties hereby acknowledge and agree that the provisions of the United Nations Convention on Contracts for Sale of Goods (CISG) are expressly excluded and shall not apply to this Agreement.