

END USER LICENSE AGREEMENT

1. Parties to the Agreement/ The Subject Matter of the Agreement:

- 1.1 Cognisoft ApS, Sættedammen 5, 3400 Hillerød, Denmark (company registration number 33 16 24 99), ("Licensor") is the holder of the intellectual rights to and seller of a variety of electronic applications which are made for cognitive function training apt for rehabilitation of persons who have suffered a brain dysfunction, including (without limitation), the applications called "COGNIssoft-I", "COGNIssoft-I Homework / Hjemmetræning", "Afasi-assistent" and "Task-o-matic / Opgave-maskinen" (the "Cognisoft- Applications").
- 1.2 This Agreement ("EULA") is a legally binding end user license agreement that governs the legal relationship between Licensor and any individual or a single entity ("END-USER") that acquires a license to a Cognisoft-Application.
- 1.3 The subject matter of this EULA is the licensing of any Cognisoft-Application to END-USER. Cognisoft-Applications are licensed, not sold. This EULA is a non-exclusive, non-transferable legally binding end user license agreement between Licensor and End User.
- 1.4 The EULA shall always apply in the legal relationship between Licensor and End User, irrespective of whether End User has acquired a Cognisoft-Application directly from Licensor or from an appointed reseller of Cognisoft-Applications. In the event of any discrepancies between this EULA and any reseller's EULA, the terms of this EULA shall prevail in the legal relationship between Licensor and End User.
- 1.5 By installing, copying, accessing, downloading or otherwise using a Cognisoft-Application, End User agrees to be bound the provisions of this EULA.

2. END-USER's Rights and Obligations

- 2.1 END-USER may use a Cognisoft-Application only for its intended purpose. END-USER may only allow the specifically agreed number of users to use of a Cognisoft-Application at a time. In the absence of specific agreement a Cognisoft-Application may only be used by one user at a time.
- 2.3 END-USER shall pay for the license to a Cognisoft-Application in accordance with the purchase agreement between END-USER and Licensor or Licensor's reseller.
- 2.4 Licensor grants to the END-USER a non-exclusive, non-transferable worldwide, and perpetual license to use the purchased Cognisoft-Application. END-USER may otherwise not sublicense, rent, lease or lend any Cognisoft-Application.

3. Licensor's Rights and Obligations

- 3.1 Licensor shall render support services to END-USER only in the event a special agreement to this effect has been entered into.

4. Termination

- 4.1 Without prejudice to any other rights, Licensor may terminate this EULA if END-USER fails to comply with the terms and conditions of this EULA. In such event,

END-USER must destroy all copies of the Cognisoft-Application that has been terminated.

- 4.2 END-USER may terminate END-USER's license at any time. If END-USER does so, all END-USER's licenses to the terminated Cognisoft-Application are terminated and any use of such Cognisoft-Application shall discontinue, and END-USER must destroy all copies of such Cognisoft-Application.

5. Duplication Rights/Back Up Copy

- 5.1 END-USER may not make copies of a Cognisoft-Application, except and only to the extent that such activity is expressly permitted under mandatory statutory applicable law.
- 5.2 After installation of the Cognisoft-Application pursuant to this EULA - including by way of digital download - END USER may keep the original copy of the Cognisoft-Application solely for back up or archival purposes.

6. Reverse Engineering, Decompilation, and Disassembly

- 6.1 END USER may not reverse engineer, decompile, or disassemble a Cognisoft-Application, except and only to the extent that such activity is expressly permitted under mandatory statutory applicable law.

7. Trademarks

- 7.1 This EULA does not grant END-USER any rights in connection with any trademarks or service marks of Licensor or Licensor suppliers.

8. Upgrades and Support

- 8.1 Licensor does currently at its sole discretion offer free patches of "COGNIssoft-I" and "COGNIssoft-I Homework" to END-USERS that have purchased a license to these two applications. END-USER may use such free patches only in accordance with the terms of this EULA. Licensor may terminate this service at any time with immediate effect. For the avoidance of doubt upgrades to new version numbers (for example from version 2.3 to version 3.0) does not form part of the current free patch service.
- 8.2 END-USER does currently at its sole discretion offer free support of the versions of the Cognisoft-Applications to END-USERS that have purchased a license to these two applications. More specifically Licensor will respond to questions posed to the support-forum at forum.cognisoft.info or forwarded by e-mail to mail@cognisoft.dk. Licensor may terminate this free service at any time with immediate effect.

9. Copyright

- 9.1 The Cognisoft-Applications are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties
- 9.2 All title and intellectual property rights in and to the Cognisoft-Applications (including but not limited to any software, images, photographs, animations, graphics, 3D graphics, video, audio, music and text, incorporated into the Cognisoft-Applications), the accompanying printed materials, and any copies of are either

owned or licensed by Licensor. All rights not expressly granted are reserved by Licensor.

10. Disclaimer of Warranties

10.1 END-USER EXPRESSLY UNDERSTAND AND AGREES THAT ITS USE OF ANY COGNISOFT-APPLICATION IS AT END-USER'S SOLE RISK AND THAT ANY COGNISOFT-APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO END-USER THAT:

(A) END-USER'S USE OF ANY COGNISOFT-APPLICATION WILL MEET END-USER'S REQUIREMENTS,

(B) END-USER'S USE OF ANY COGNISOFT-APPLICATION WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY END-USER AS A RESULT OF END-USER'S USE OF ANY COGNISOFT-APPLICATION WILL BE ACCURATE OR RELIABLE, AND

(D) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO END-USER AS PART OF ANY COGNISOFT-APPLICATION WILL BE CORRECTED.

(E) THE USE OF THE ANY COGNISOFT-APPLICATION WILL RESULT IN ANY IMPROVEMENT ON THE HEALTH AND MENTAL ABILITIES OR REDUCTION OF SYMPTOMS AND SUFFERINGS OF ANY PERSON WHO IS SUBJECTED TO TRAINING BY A COGNISOFT-APPLICATION.

10.2 END-USER'S USE OF ANY COGNISOFT-APPLICATION IS AT END-USER'S OWN DISCRETION AND RISK AND END-USER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO END-USER'S COMPUTER SYSTEM, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

10.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES TERMS OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES TERMS AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO ANY COGNISOFT-APPLICATION.

10.4 NO COGNISOFT-APPLICATION IS INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER SUCH ACTIVITIES IN WHICH CASE THE FAILURE OF A COGNISOFT-APPLICATION COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

11. Limitation of Liability

11.1 END-USER EXPRESSLY UNDERSTAND AND AGREES THAT LICENSOR AND ITS SUBSIDIARIES, HOLDING COMPANIES AND OTHER AFFILIATES SHALL NOT BE LIABLE TO END-USER UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT INCLUDING NEGLIGENCE OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY END-USER THROUGH END-USER'S USE OF ANY COGNISOFT-APPLICATION, INCLUDING ANY LOSS OF DATA, GOODWILL, BUSINESS REPUTATION OR OTHER INTANGIBLE LOSS WHETHER OR NOT LICENSOR OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

11.2 END-USER EXPRESSLY UNDERSTANDS AND AGREES THAT LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO END-USER FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY END-USER, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY END-USER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN END-USER AND LICENSOR OR ANY, DEVELOPER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS IN ANY COGNISOFT-APPLICATION;

(II) ANY CHANGES WHICH LICENSOR MAY MAKE TO ANY COGNISOFT-APPLICATION, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF ANY COGNISOFT-APPLICATION (OR ANY FEATURES WITHIN ANY COGNISOFT-APPLICATION);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH END-USER'S USE OF ANY COGNISOFT-APPLICATION;

(III) END-USER'S FAILURE TO PROVIDE LICENSOR WITH ACCURATE ACCOUNT INFORMATION;

11.3 NOTHING IN THE TERMS EXCLUDES THE LIABILITY FOR LICENSOR, ITS SUBSIDIARIES OR AFFILIATES FOR: (I) DEATH AND PERSONAL INJURY CAUSED BY NEGLIGENCE; (II) FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED BY APPLICABLE LAW.

12. Venue and Applicable Law

12.1 This EULA and END-USER's relationship with Licensor under this EULA, shall be governed by the laws of Denmark without regard to its conflict of laws provisions. The parties have agreed that the City Court of Copenhagen (Danish: Københavns Byret) shall be the venue for any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof. Notwithstanding this, END-USER agrees that Licensor shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.