

Anlage 1

3SHAPE SOFIWARE

GENERAL LICENSE TERMS AND CONDITIONS

The general terms and conditions set forth below apply to any 3Shape Software (as defined below), except as otherwise explicitly agreed with 3Shape (as defined below) or with anyone having proper authorization from 3Shape to agree such deviations.

A. GENERAL PROVISIONS

For purposes of this document, the following definitions apply generally unless otherwise stated or clear from the context:

"3Shape" is defined in relation to any particular piece of 3Shape Software to mean the specific 3Shape Entity identified on or in the relevant 3Shape Software as the proprietor of the copyrights to that particular 3Shape Software.

"3Shape Entity" means any legal entity (i.e., a legal person such as, without limitation, a company) that is controlled, directly or indirectly, by the company 3Shape Holding A/S (CVR no. 31 47 32 33), Holmens Kanal 7, 4th Floor, 1060 Copenhagen K, Denmark. The verb "control" shall for purposes of this definition be understood to mean, in relation to a legal entity, (i) the holding of a beneficial interest in the shares or similar equity interest representing more than 50% of the issued shares or equity interest in the capital of such legal entity; or (ii) the ability, by virtue of the holding of shares or the possession of voting power in or in relation to such legal entity or by virtue of any powers conferred by the articles of incorporation, bylaws or other document relating to such legal entity or the shareholders of such legal entity, to cause the affairs of such legal entity to be conducted in accordance with the wishes of the party who is thereby deemed to have control of such legal entity.

"3Shape Label" means any Label that is owned by a 3Shape Entity.

"3Shape Software" means any software which is developed and/or owned by a 3Shape Entity and is marketed by a 3Shape Entity or anyone authorized by the relevant 3Shape Entity to do so, no matter whether such software is only branded with one or more 3Shape Labels or it is OEM- branded/dual-branded such that the private Label of a third party that is not a 3Shape Entity appears on or in the software alone or in addition to one or more 3Shape Labels. For the avoidance of doubt, the concept of 3Shape Software includes without limitation any customizations and ex- tensions developed by 3Shape to the aforesaid software.

"Interface" means any software or software component that enables a piece of 3Shape Software to communicate or interact with a non-3Shape hardware device and/or with non-3Shape software.

"Label" means any trademark, service mark, trade name, logo or other commercial or product designation.

"Library" means any set of files which contain a digitized representation of objects or functions.

All rights, including any and all intellectual property rights, to any 3Shape Software are owned by 3Shape (as defined above) and/or 3Shape's licensors.

3Shape License Terms (Section B below): In relation to any specific 3Shape Software product, the 3Shape License Terms apply if you have acquired a license to use that 3Shape Software product directly from 3Shape or from an authorized 3Shape reseller (meaning any legal or natural per- son authorized by 3Shape to market and resell licenses to the said 3Shape Software).

IN RELATION TO ANY SPECIFIC 3SRAPE SOFTWARE PRODUCT, IN CASE YOU HAVE NOT ACQUIRED A LICENSE TO TRAT SOFTWARE PRODUCT IN ANY OF THE WAYS DESCRIBED ABOVE, YOU DO NOT RAVE ANY RIGHT TO INSTALL OR USE TRAT SOFTWARE PRODUCT.

B. 3SHAPE LICENSE TERMS

Where applicable (see Section A above), the following terms and conditions relating to the Software (as defined below) constitute an agreement between you (referred to below as a "Customer") and 3Shape (meaning the specific 3Shape Entity identified on or in the Software as the proprietor of the copyrights to the Software) which you must accept as a condition for your installation and/or use of the Software.

1. DEFINITIONS

1.1 The definitions listed below apply to these Standard License Terms and Conditions unless otherwise stated or clear from the context:

1.1.1 The "**Agreement**" means any agreement entered into between the Customers on the one hand and 3Shape or a 3Shape Reseller on the other hand regarding Customer's purchase of one or more Software Licenses. Unless otherwise explicitly agreed in writing, these Standard License Terms and Conditions shall, as between the Parties, apply to the Software Licenses comprised by such Agreement. If the Agreement is an agreement between the Customer and 3Shape it may, in its Special Terms, comprise other obligations on the part of 3Shape than those which are explicitly described and undertaken by 3Shape in these Standard License Terms and Conditions. If, on the other hand, the Agreement is entered into between the Customer and a 3Shape Reseller, such that 3Shape is not a party to the Agreement, nothing in these Standard License Terms and Conditions, including, for the avoidance of doubt, any reference herein to the Agreement or its Special Terms, shall ever be deemed to imply that 3Shape has any obligations (including without limitation any obligations arising from warranties) to the Customer other than those which pertain directly to the Software Licenses comprised by such Agreement and which are explicitly described and undertaken by 3Shape in these Standard License Terms and Conditions (as opposed to the Special Terms of such Agreement). Furthermore, for the avoidance of doubt, nothing in these Standard License Terms and Conditions shall be deemed to imply that 3Shape has undertaken any joint liability in relation to the performance of any obligations that the 3Shape Reseller may have undertaken vis-a-vis the Customer under such Agreement between the Customer and the 3Shape Reseller.

1.1.2 The "**Customer**" means a legal or natural person having acquired one or more Software Licenses by way of an Agreement with 3Shape or a 3Shape Reseller.

1.1.3 The "**General Limited Warranty**" means the limited 90 (ninety) days warranty granted to the Customer in relation to the Software as described in Clause 5 below.

1.1.4 A "**Party**" means 3Shape or the Customer, collectively referred to as the "**Parties**".

1.1.5 A "**Site**" means any physical location within a diameter of less than 0.8 kilometers.

1.1.6 The "**Software**" means the specific 3Shape Software designated in the Special Terms as being licensed to the Customer.

1.1.7 A "**Software License**" means a non-exclusive, non-transferable license to install and use the Software. A Software License is subject to a number of restrictions, see in this regard Clause 2 below.

1.1.8 The "**Special Terms**" means any other part of the Agreement than these Standard License Terms and Conditions.

1.1.9 The "**Standard License Terms and Conditions**" means these standard license terms and conditions.

1.1.10 A "**Supplied Interface/Library**" means any Interface or Library that is supplied (i.e. (sub)licensed) to the Customer by 3Shape - either directly or via a 3Shape Reseller having been authorized by 3Shape to distribute such Interface or Library - for use in conjunction with the Software, irrespective of whether such Interface or Library is supplied as integrated into or bundled with the Software and irrespective of whether it is supplied at the same time as the Software is first supplied to the Customer or whether it is supplied subsequently (e.g. in connection with a new release of the Software).

1.1.11 "**3Shape**" means the specific 3Shape Entity identified on or in the Software as the proprietor of the copyrights to the Software.

- 1.1.12 A **"3Shape Reseller"** means any legal or natural person authorized by 3Shape to market and resell Software Licenses.
- 1.1.13 The **"Warranty Period"** means a 90 (ninety) day period from the date of delivery of the Software to the Customer during which the General Limited Warranty shall apply.

2. LICENSE

- 2.1 **Rights Reserved:** All title and intellectual property rights in and to the Software are owned by 3Shape and/or 3Shape's licensors. The Software is licensed, not sold. All rights not expressly granted are reserved by 3Shape.
- 2.2 **License Acquired:** Subject to the Customer's fulfilment of the Customer's obligations under the Agreement, including without limitation payment of any and all applicable license fees, the Customer is granted such number of Software Licenses as specified in the Special Terms of the Agreement.
- 2.2.1 **Types of Licenses:** Each Software License granted is subject to certain restrictions, depending on the type of license. The type of license granted is specified in the Special Terms. The most common types of licenses are the following (although different types with different restrictions may be specified in the Special Terms):

"Seat License": A single non-exclusive, non-transferable license to install and use certain software on one PC. For the avoidance of doubt, a Seat License may not be shared or used concurrently on different PCs.

"Floating Seat License": A single non-exclusive, nontransferable license to install certain software and use it on one PC at a time within a particular Site. This means that the software licensed under a Floating Seat License may be installed on multiple PCs as long as the PCs on which the software is installed are all located at the same Site, yet at any given point in time the Floating Seat License may not be used concurrently on different PCs. Thus, for the avoidance of doubt, the number of PCs on which the software may be used concurrently at any given point in time at a particular Site is limited to the number of valid Floating Seat Licenses allocated to that particular Site. A Floating Seat License is purchased for use at a particular Site and may only be moved to another Site subject to prior written approval from 3Shape.

"Site License": A non-exclusive, non-transferable user license to install and use certain software on an unlimited number of PCs provided that these PCs are all physically located at a single Site. A Site License is purchased for use at a particular Site and may only be moved to another Site subject to prior written approval from 3Shape.

- 2.2.2 **Time-Limited vs. Perpetual Licenses:** Each Software License granted may be a perpetual license or a time-limited license. It is specified in the Special Terms whether the Software License is a perpetual or a time-limited license. A time-limited license is only valid for such period as specified in the Special Terms (typically one (1) year from the date of delivery of the Software License to the Customer) whereupon it may be extended for subsequent periods of time (typically each such extension period is also one (1) year), each such extension being subject to the Customer having paid to 3Shape (or the 3Shape Reseller in case the Agreement is entered into by the Customer with a 3Shape Reseller) a license extension fee as specified in the Special Terms.
- 2.2.3 **Other License Restrictions:** In addition to such restrictions as follows from the general license type and possible time-limitations on the Software License as mentioned in Clauses 2.2.1 and 2.2.2 above, the Special Terms may specify other restrictions on the rights of use granted under any specific Software License, including without limitation volume restrictions specifying that certain functions of the Software may only be used a limited number of times in any given month or year.
- 2.2.4 **Use of Dongle Technology:** For some 3Shape Software, 3Shape applies dongle technology for license authentication purposes. Thus, the Software may be associated with a physical or virtual dongle which has to be used in order for the Software to work.
- 2.2.5 **Product Information Transferred to 3Shape:** The Customer acknowledges and accepts that the Software may include functionality implying that product information is automatically sent to 3Shape describing how the Software is used. 3Shape uses such information to analyze and understand the usage of the Software, for purposes of improving the Software in relation to the needs of 3Shape's customers. Any such information collected will be handled by 3Shape with the strictest confidentiality.

- 2.2.6 **Changes in Hardware and Software Compatibility:** The Customer acknowledges and accepts that any new releases that 3Shape may make of the Software may not always run properly or at all on such older PCs, or more generally be compatible with such hardware or third-party software, as a previous release was perhaps compatible with, and that, accordingly, it may be necessary for the Customer to upgrade, at the Customer's own expense, its hardware or third-party software in order to be able to use properly any such new releases of the Software.
- 2.2.7 **Software Licenses Sold by 3Shape Resellers:** If the Agreement is entered into between a 3Shape Reseller and the Customer, then, notwithstanding anything stated in these Standard License Terms and Conditions, any Software License comprised by such Agreement shall only be valid, and indeed is only granted by 3Shape, on the condition that the 3Shape Reseller has not in the Special Terms of the Agreement transgressed the authorization granted by 3Shape to the 3Shape Reseller (e.g. by purporting to sell licenses of a type which the 3Shape Reseller does not have proper authorization from 3Shape to sell).
- 2.3 **No Assignment, Selling, Sublicensing, Rental, Lending or Leasing:** The Customer may not assign, sell, sublicense, rent, lease or lend the Software or the Customer's license(s) to the Software.
- 2.4 **Copying:** The Customer may make one backup copy of the media on which the Software is provided to the Customer. Such backup copy may be used only for reinstallation of the Software. Other than the said backup copy the Customer is not allowed to make any copies of the Software, except to the extent expressly permitted by mandatory law applicable notwithstanding this limitation. Similarly, the Customer may not publish the Software for others to copy.
- 2.5 **Limitations on Reverse Engineering, De-compilation, and Dis-assembly:** The Customer is not entitled to reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- 2.6 **Restrictions regarding Medical Devices:** If the Software is subject to regulations regarding medical devices in a country or union of states, use by the Customer of the Software in any such country or union of states may only take place if the Software is registered and/or approved for use according to the local laws and guidelines applicable in the said country or union of states for the corresponding class of medical devices.
- 2.7 **Support, Upgrade, Maintenance, etc.:** 3Shape is only obliged to deliver to the Customer support, upgrade, maintenance or other services in connection with the Software if an obligation to deliver such services is undertaken by 3Shape in the Special Terms of an Agreement entered into between 3Shape and the Customer or in a separate agreement between 3Shape and the Customer.

3. SPECIAL PROVISIONS REGARDING SUPPLIED INTERFACES/LIBRARIES

- 3.1 **Scope of Clause:** The special provisions set forth in this Clause 3 apply to any Supplied Interface/Library. Subject to the deviations set forth in this Clause 3, all provisions of these Standard License Terms and Conditions shall apply equally to any Supplied Interface/Library as they do to the Software.
- 3.2 **Intellectual Property Rights:** Any Supplied Interface/Library, including all title and intellectual property rights in and to the Supplied Interface/Library, is the property of 3Shape and/or a third-party licensor having granted 3Shape a license to distribute the Supplied Interface/Library.
- 3.3 **License:** Except as otherwise stipulated in the Special Terms, the license(s) granted to the Customer to use a Supplied Interface/Library shall follow and be the same as that/those granted in relation to the Software.
- 3.4 **Fees:** Special license fees, as stipulated in the Special Terms, may be charged by 3Shape (or the 3Shape Reseller in case the Agreement is entered into by the Customer with a 3Shape Reseller) in respect of Supplied Interfaces/Libraries.
- 3.5 **Exclusion of General Limited Warranty With Regard to Third-Party-Developed Supplied Interfaces/Libraries:** As regards any such (parts of) Supplied Interfaces/Libraries as are developed by third parties, the General Limited Warranty shall not apply. Thus, any third-party-developed (part of a) Supplied Interface/Library is provided strictly on an "as is" basis without any liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, 3SHAPE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD-PARTY DEVELOPED (PART OF A) SUPPLIED INTERFACE/LIBRARY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

- 3.6 **Special Right of Termination:** Notwithstanding anything to the contrary herein or in the Special Terms, any license to use a Supplied Interface/Library may at any point in time be terminated, without liability, by 3Shape without notice, and the Supplied Interface/Library may at any point in time without prior notice be removed from, or no longer supported by, new releases of the Software, such that the Supplied Interface/Library cannot be used anymore with, or as part of, the Software. If the Customer has paid directly to 3Shape a separate fee specifically covering the license to the Supplied Interface/Library in question and such fee covers a license to use the Supplied Interface/Library for a specific limited period of time, such proportionate part of the said fee as corresponds to the non-expired part of the said period of time shall be refunded to the Customer.

4. EXPIRY AND TERMINATION

- 4.1 **Expiry:** Any time-limited Software License(s) granted to the Customer shall expire as described in Clause 2.2.2 above if not renewed in accordance with the said clause.
- 4.2 **Termination:** In addition to any other provisions for termination that may be contained in the Agreement, 3Shape may by notice in writing to the Customer terminate the Software License(s) granted to the Customer under the Agreement if Customer is in breach of any term, condition or provision of the Agreement with these Standard License Terms and Conditions or required by the applicable law and fails to remedy such breach (if capable of remedy) within thirty (30) days of having received written notice of such breach from 3Shape.
- 4.3 **Cease of Use Upon Termination or Expiry:** At the termination or expiry, for whatever reason, of the Software License(s) granted to the Customer, the Customer shall discontinue any and all use of the Software and shall destroy, or return to 3Shape or the applicable 3Shape Reseller if so requested, any and all copies that the Customer may have of the Software.

5. GENERAL LIMITED WARRANTY

- 5.1 **Software Not Error-Free:** For the avoidance of doubt, 3Shape does not warrant that the Software will be error-free.
- 5.2 **General Limited Warranty:** 3Shape warrants that the Software will, if used in accordance with the instructions, perform substantially in accordance with the accompanying technical software description from 3Shape that the Customer receives in or with the Software. The said limited warranty covers the Software for the Warranty Period. If the Customer discovers a breach of this General Limited Warranty and the Customer notifies 3Shape (or the applicable 3Shape Reseller, as the case may be) thereof immediately after discovering the breach, and in any event before expiry of the Warranty Period, 3Shape shall, to the exclusion of any and all other remedies of breach, use reasonable endeavors to correct, by patch or new release (at 3Shape's option), that part of the Software which has caused the non-compliance with the warranty, PROVIDED THAT
- 5.2.1 such non-compliance has not been caused by any modification, variation or addition to the Software not performed by 3Shape or its licensor or caused by the Customer's incorrect use, abuse or corruption of the Software or by use of the Software with other software or on equipment with which it is incompatible; and
- 5.2.2 the most recent release of the Software that 3Shape (or the applicable 3Shape Reseller, as the case may be) may have provided to the Customer has been installed by the Customer in accordance with applicable installation instructions, such that the release of the Software installed with the Customer is the most recent release provided by 3Shape (or the applicable 3Shape Reseller) to the Customer.
- 5.3 **NO OTHER WARRANTIES:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, 3SHAPE DISCLAIMS ALL OTHER WARRANTIES (THAN THE GENERAL LIMITED WARRANTY SET FORTH IMMEDIATELY ABOVE) WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ACCORDINGLY, AFTER THE EXPIRATION OF THE WARRANTY PERIOD THE CUSTOMER WILL NO LONGER BE ENTITLED TO SUBMIT ANY CLAIMS IN RELATION TO DEFECTS IN THE SOFTWARE.

6. EXCLUSIONS AND LIMITATIONS OF LIABILITY

- 6.1 **EXCLUSION OF LIABILITY FOR INDIRECT DAMAGES, ETC.:** IN NO EVENT WILL 3SHAPE BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, LOST SAVINGS, LOST DATA OR OTHER SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE SOFTWARE, TO ANY SUPPLIED INTERFACE/LIBRARY OR TO ANY SERVICE FURNISHED TO THE CUSTOMER, OR UNDERTAKEN BY 3SHAPE TO BE FURNISHED TO THE CUSTOMER, OR TO THE USE THEREOF OR OTHERWISE ARISING OUT OF OR RELATING TO ANY OBLIGATIONS THAT 3SHAPE MAY HAVE UNDER THESE STANDARD LICENSE TERMS AND CONDITIONS OR UNDER SPECIAL TERMS AGREED BETWEEN 3SHAPE AND THE CUSTOMER, EVEN IF 3SHAPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING EXCLUSION OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS.
- 6.2 **CAP ON LIABILITY:** THE MAXIMUM AGGREGATE LIABILITY OF 3SHAPE UPON ANY CLAIMS HOWSOEVER ARISING OUT OF OR RELATING TO THE SOFTWARE, TO ANY SUPPLIED INTERFACE/LIBRARY OR TO ANY SERVICE FURNISHED TO THE CUSTOMER, OR UNDERTAKEN BY 3SHAPE TO BE FURNISHED TO THE CUSTOMER, OR TO THE USE THEREOF OR OTHERWISE ARISING OUT OF OR RELATING TO ANY OBLIGATIONS THAT 3SHAPE MAY HAVE UNDER THESE STANDARD LICENSE TERMS AND CONDITIONS OR UNDER SPECIAL TERMS AGREED BETWEEN 3SHAPE AND THE CUSTOMER WILL IN ANY EVENT BE ABSOLUTELY LIMITED TO THE DIRECT DAMAGES ACTUALLY INCURRED BY THE CUSTOMER AND FURTHERMORE BE LIMITED TO THE TOTAL AMOUNT OF (LICENSE) FEES (REGARDING THE SOFTWARE OR SUPPLIED INTERFACE/LIBRARY OR SERVICES IN RESPECT OF WHICH THE CAUSE OF ACTION ACCRUED) PAID BY THE CUSTOMER UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS.
- 6.3 **Failure of Essential Purpose:** The Customer agrees that the exclusions and limitations of liability specified above will survive and apply even if any exclusion or limitation of remedies set forth herein is found to have failed of its essential purpose. Notwithstanding the foregoing, nothing contained herein shall limit 3Shape's liability for its own willful conduct.
- 6.4 **Types of Liability That Are Not Disclaimed:** Nothing herein stated shall exclude or limit 3Shape's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation or for any other liability that cannot, as a matter of law, be limited or excluded.

7. THIRD PARTY RIGHTS

- 7.1 **No License to Third Party Patents Etc. Granted:** 3Shape cannot and does not grant to the Customer any license to any third party patent or to any other intellectual property rights held by a third party in respect of which the Customer may need to hold a license in order to be able lawfully to use the Software (and/or any Supplied Interface/Library) for the purposes contemplated by the Customer, including so as to be able lawfully to use the Software (and/or any Supplied Interface/Library) in such specific process, set-up or other context and in such specific combination with other software or devices as may be intended by the Customer. Thus, it is up to the Customer at its own expense to acquire and maintain any such licenses from third parties, and 3Shape cannot be held liable by the Customer if a third party raises a claim for infringement of such third party's patent rights or other intellectual property rights due to the Customer not having acquired and maintained such licenses. If the Customer does not acquire and maintain such third party licenses as mentioned and if this somehow results in a third party raising a claim against 3Shape, the Customer shall indemnify 3Shape against any such third party claim.

8. FORCE MAJEURE

- 8.1 **No Liability in Case of Force Majeure:** 3Shape shall be under no liability to the Customer in respect of anything which, apart from this provision, may constitute breach by 3Shape of the Agreement arising by reason of force majeure, namely, circumstances beyond the control of 3Shape which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority and labor disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts.

9. MISCELLANEOUS

- 9.1 **No Waiver:** Failure or neglect by 3Shape to enforce at any time any of the provisions of these Standard License Terms and Conditions or of any Special Terms agreed between 3Shape and the Customer shall not be construed nor shall be deemed to be a waiver of 3Shape's rights under these Standard License Terms and Conditions or such Special Terms nor in any way affect the validity of the whole or any part of the Standard License Terms and Conditions and such Special Terms nor prejudice 3Shape's rights to take subsequent action.
- 9.2 **Headings:** The headings of the provisions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the provisions of these Standard License Terms and Conditions.
- 9.3 **Severability:** In the event that any of the provisions of these Standard License Terms and Conditions or of any Special Terms agreed between 3Shape and the Customer shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such provision shall to that extent be severed from the remaining provisions which shall continue to be valid between the Parties to the fullest extent permitted by law.
- 9.4 **Priority:** In the event of inconsistencies between any provision in the Special Terms and any provision in these Standard License Terms and Conditions, the provision in the Special Terms shall supersede the provision in these Standard License Terms and Conditions, see however Clauses 1.1.1, 2.2.7 and 3.6 above.

10. APPLICABLE LAW AND VENUE

- 10.1 **Applicable Law:** These Standard License Terms and Conditions and any Special Terms agreed between 3Shape and the Customer shall be governed, construed and enforced in accordance with the laws of Denmark excluding its conflicts of law provisions and the CISG.
- 10.2 **Venue:** The Danish courts shall have the exclusive jurisdiction over any dispute between the Parties arising out of or relating to the Agreement with these Standard License Terms and Conditions. The Maritime and Commercial Court in Copenhagen shall be the first instance venue, except that if the Danish rules of procedure prevent that the dispute can be brought before the Maritime and Commercial Court in Copenhagen, the dispute shall be brought before the Copenhagen City Court instead as the first instance venue