

# Terms of Sale and Delivery

**neexo ApS**

*Effective from: 22 September 2026*

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## General Terms of Sale and Delivery for Software and Related Services to Business Customers

### 1. Scope and Application

1.1 These General Terms of Sale and Delivery ("Terms") apply to all agreements concerning neexo ApS, CVR no. 46273125, ("Company") for the sale and delivery of software and related services to business customers ("Customer").

1.2 The Terms supplement the specific terms agreed in the parties' master agreement, order confirmation, or subscription terms. Where the delivery includes or utilizes neexo Toolbox, the Terms are further supplemented by Appendix A.

1.3 The service consists of the delivery of professional services within software development, consultancy services, and 3D visualization solutions for machinery performed in accordance with good professional standards and agreed specifications.

1.4 Where the agreement covers software solutions delivered as a service ("SaaS"), the Customer obtains only a time-limited, non-exclusive right of use to the Software, cf. Section 12.

### 2. Basis of Agreement

2.1 The Terms, together with the Company's quotation and order confirmations, constitute the entire contractual basis. The Customer's standard purchasing conditions or other terms do not form part of the agreement unless expressly accepted in writing by the Company.

2.2 Amendments or additions to the agreement must be made in writing.

### 3. Term and Termination

3.1 For ongoing service agreements, the agreement enters into force upon conclusion and remains in effect until terminated by either party.

3.2 Either party may terminate ongoing service agreements with 1 month's written notice to the end of a calendar month, unless otherwise agreed. Termination must be submitted in writing.

3.3 For SaaS subscriptions, the subscription enters into force upon creation and runs until terminated by either party with 1 month's written notice to the end of a subscription period, unless otherwise agreed. Termination must be submitted in writing.

### 4. Delivery and Performance

4.1 Services are performed at the agreed times and in accordance with good professional standards.

4.2 The Customer shall grant the Company necessary access to information, premises, and resources required to execute the services correctly.

4.3 Software is provided as an ongoing online service via internet access. The Customer is responsible for its own internet connection, hardware, and access security.

4.4 The Company strives to achieve an uptime of at least 99% measured over a rolling 3-month period, excluding scheduled maintenance.

## 5. Price and Payment

5.1 Prices follow the Company's applicable price list at the time of order confirmation, unless otherwise agreed in writing. All prices are stated exclusive of VAT, taxes, and duties.

5.2 Invoices are payable within 14 days net from the invoice date.

5.3 In case of late payment, interest accrues at 1% per month from the due date, plus reminder fees pursuant to the Danish Interest Act (Renteloven).

5.4 In case of non-payment, the Company may suspend deliveries, demand prepayment, and/or terminate the agreement upon written demand.

## 6. Quotations, Orders, and Order Confirmations

6.1 Quotations issued by the Company are binding for 10 days from the date of issuance, unless otherwise stated in the quotation.

6.2 The Customer must submit orders in writing containing relevant details such as service description, scope, price, requested delivery time, and delivery address or form.

6.3 Only written order confirmations issued by the Company are legally binding.

6.4 Discrepant terms must be notified in writing by the Customer within 2 business days of receipt of the order confirmation; otherwise, the order confirmation is deemed accepted.

## 7. Receipt and Inspection

7.1 Services are delivered at the agreed dates and milestones.

7.2 Any anticipated delays shall be communicated immediately, and a revised schedule agreed upon.

7.3 Access to Software is provided upon creation of the Customer's user profile. The Customer shall immediately notify the Company if access does not function as expected.

## 8. Delayed Delivery

8.1 If the Company anticipates a delay, the Customer shall be informed promptly with the stated cause and revised expected delivery date.

8.2 If delivery is delayed by more than 30 days beyond the agreed delivery date, and the Customer bears no responsibility for the delay, the Customer may terminate the order by written notice.

8.3 Beyond the right of termination pursuant to Section 8.2, the Customer cannot raise any further claims resulting from delay. Any damages are subject to the limitation of liability in Section 11.

## 9. Notice of Defects and Warranty

9.1 The Company warrants that services are performed without material defects for a period of 6 months following delivery.

9.2 Defects resulting from the Customer's systems, data, or instructions are excluded from warranty coverage.

9.3 Defects must be notified in writing immediately upon discovery.

9.4 The Company shall remediate confirmed defects within a reasonable time by repair or price reduction.

9.5 The Customer may only terminate the agreement if remediation has not occurred within 30 days of the Company's receipt of written notification.

9.6 For SaaS solutions, the Company warrants that the Software substantially operates as described in the applicable documentation.

9.7 The warranty does not cover interruptions caused by maintenance, third-party errors, or Customer infrastructure.

9.8 The Company may update, modify, or phase out features to improve the service, provided overall functionality is not materially degraded.

## 10. Subcontractors

10.1 The Company may engage subcontractors for the fulfillment of the agreement, including operations, hosting, and support of software solutions, and remains responsible for their services as for its own.

10.2 The Company may freely choose and replace subcontractors without the Customer's prior consent.

## 11. Liability and Limitation of Liability

11.1 Each party is liable for its own acts and omissions in accordance with Danish law.

11.2 The Company's total aggregate liability is limited to 100% of the total amount paid by the Customer during the 12 months immediately preceding the event giving rise to liability. In no event shall aggregate liability exceed DKK 100,000.

11.3 The Company shall not be liable for indirect loss, operating loss, lost profits, loss of data, or loss of goodwill.

11.4 Force majeure suspends liability for the duration of the event, cf. Section 16.

## 12. Intellectual Property Rights

12.1 Copyright, know-how, and all other intellectual property rights in software, source code, designs, documentation, and developed materials belong exclusively to the Company.

12.2 The Customer receives a non-exclusive, non-transferable license to utilize the delivered materials in its business operations. For SaaS solutions, the Customer obtains only a time-limited, non-exclusive, non-transferable right of use for internal business purposes.

12.3 The Customer retains ownership of its own data but grants the Company the right to process and store data to deliver the service.

12.4 The Customer shall not:

- (i) circumvent technical restrictions,
- (ii) reverse engineer, decompile, or attempt to derive source code,
- (iii) transfer, lease, or lend the service to third parties, or
- (iv) use the service in violation of applicable laws or agreed user/capacity limits.

12.5 In the event of third-party IP infringement, the Company may modify, replace, or repurchase the solution.

12.6 Where the delivery includes, incorporates, or relies upon "neexo Toolbox" (including associated Unity SDK, modules, scripts, and prefabs), the Customer's rights of use are governed by the special license terms in **Appendix A**, which in the event of conflict takes precedence over this Section 12 regarding neexo Toolbox.

## 13. Confidentiality

13.1 Neither party shall disclose or utilize confidential information or trade secrets of the other party acquired in connection with the contractual relationship.

13.2 Confidential information must be stored securely and shall not be disclosed to third parties without prior written consent from the other party.

13.3 The confidentiality obligation applies during the collaboration and indefinitely following termination.

## 14. Assignment

14.1 The Customer may not assign rights or obligations under the agreement without the Company's prior written consent.

14.2 The Company may assign the agreement to affiliated entities or in connection with a business transfer.

## 15. Processing of Personal Data (GDPR)

15.1 The Company processes personal data in compliance with the General Data Protection Regulation (GDPR) and the Danish Data Protection Act.

15.2 Information is processed for the purpose of contract performance and customer administration.

15.3 Data is retained only as long as necessary and lawful.

15.4 A Data Processing Agreement (DPA) shall be entered into where the Company processes personal data on behalf of the Customer.

15.5 Inquiries regarding data privacy may be addressed to [hello@neexo.dk](mailto:hello@neexo.dk).

## 16. Force Majeure

16.1 Neither party is liable for delays or non-performance caused by force majeure, including war, natural disasters, government restrictions, strikes, fires, power failures, or other extraordinary circumstances outside reasonable control.

16.2 The affected party shall notify the other party immediately of the force majeure event.

16.3 If force majeure persists for more than 60 days, either party may terminate the agreement without notice.

## 17. Governing Law and Dispute Resolution

17.1 The agreement is governed by and construed in accordance with Danish law, excluding its choice of law rules and the CISG.

17.2 Any disputes shall be settled by the District Court of Kolding (Retten i Kolding), Denmark, as the court of first instance, unless otherwise agreed in writing.

17.3 These Terms have been prepared in both a Danish and an English version. In the event of any discrepancies or inconsistencies between the English version and the Danish version, the Danish version shall prevail.

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## Contact Information

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Website: [www.neexo.dk](http://www.neexo.dk)

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## Appendix A: Specific License Terms for neexo Toolbox

This Appendix applies when the Company delivers, makes available, or integrates "neexo Toolbox" (including associated SDK, modules, scripts, prefabs, and documentation) as part of a software delivery, consultancy project, or as a standalone technology toolkit for Unity.

### A.1. Application and Precedence

A.1.1 These license terms supplement the Terms and apply whenever the parties' agreement, quotation, or order confirmation encompasses the use, delivery, or integration of neexo Toolbox.

A.1.2 In the event of discrepancy between this Appendix A and the general Terms, this Appendix A shall take precedence with respect to intellectual property rights, license scope, permitted use, effect of termination, and warranty disclaimers regarding neexo Toolbox.

### A.2. Grant of License

A.2.1 The Company grants the Customer a limited, non-exclusive, term-bound, and non-transferable license to utilize neexo Toolbox on the Unity platform in accordance with the parties' agreement and the agreed license scope (e.g., number of authorized users/seats or projects).

A.2.2 The license is contingent upon the Customer's compliance with agreement terms and timely payment of any agreed license fees.

### A.3. End Products and Deployed Product Carve-Out

A.3.1 The Customer has the right to distribute and publish finished, compiled end products ("compiled builds", e.g., executable files, WebGL applications, or mobile apps) containing neexo Toolbox as an integrated component, to its end users.

A.3.2 Following the expiration or termination of the license agreement, the Customer retains a perpetual right to continue operating and distributing end products that were verifiably finalized and published prior to the termination date ("Deployed Product Carve-Out"), provided termination was not caused by the Customer's material breach.

A.3.3 The carve-out right does not authorize new development, new versions, new builds, or material updates of Toolbox components following the termination date.

### A.4. License Restrictions

The Customer shall not:

1. Sell, sublicense, rent, lease, or distribute neexo Toolbox as a standalone product or toolkit to third parties.
2. Reverse engineer, decompile, disassemble, or attempt to derive the source code of neexo Toolbox, except to the extent permitted by mandatory law.
3. Remove, alter, or obscure proprietary notices, trademarks, or copyright labels within neexo Toolbox.
4. Utilize neexo Toolbox in open-source projects under licenses that impose an obligation to disclose or license Company source code or IP (copyleft licenses such as GPL).
5. Use neexo Toolbox to develop competing middleware, toolkits, or software frameworks for 3D visualization.

### A.5. Warranty Disclaimer ("As Is")

A.5.1 neexo Toolbox is provided "as is" and "as available". The Company does not warrant that the software is entirely error-free, uninterrupted, or compatible with future releases of the Unity engine or specific hardware configurations.

A.5.2 The Company is not liable for errors, delays, or interruptions caused by third-party components, including the Unity engine or third-party plugins. The Customer may not terminate the agreement or claim price reductions on consultancy fees on the grounds of functional limitations in standard neexo Toolbox modules.