

NORRIQ LICENSE AND SERVICES AGREEMENT

ARTICLE 1. DEFINITIONS

In this NLSA terms with initial capital letters shall have the meaning given to them below.

- 1.1 **“Agreement”**: has the meaning given to it in article 2.
- 1.2 **“NLSA”**: this NORRIQ License and Services Agreement.
- 1.3 **“NORRIQ Software”**: means NORRIQ standard software, including documentation, licensed to Customer by NORRIQ under the NORRIQ licence terms.
- 1.4 **“Third Party Software”**: means third party software, including documentation, provided by NORRIQ and licensed to Customer by third parties under agreements accompanying such software.
- 1.5 **“Services”**: means the services (if any) (the case being, consulting, analysis, creation or development of modifications, additions or customizations to Software, integration, implementation, training, support, maintenance, hosting or the remote placing and maintaining at the disposal of Software via the internet or another network, and other services or advice) to be provided to Customer by or on behalf of NORRIQ in accordance with the terms of the Agreement and as set out in an Exhibit or SOW.
- 1.6 **“Services Deliverables”**: means any work product of the Services.
- 1.7 **“Software”**: means NORRIQ Software and/or Third Party Software.
- 1.8 **“SOW”**: a statement of work, proposal, change request or similar document issued by NORRIQ containing the specific terms if Customer wants to license Software or contract for Services from NORRIQ under this NLSA.
- 1.9 **“Third Party Items”**: means services and/or items of equipment supplied by and/or maintained by third parties.
- 1.10 **“Providers”**: means NORRIQ’s licensors, suppliers and subcontractors.

ARTICLE 2. SOW - AGREEMENT

- 2.1 If Customers wants to license Software or contract for Services from NORRIQ under this NLSA, NORRIQ will draft a SOW containing the specific terms and fees. Unless mentioned otherwise, a SOW has a validity period (within which acceptance must occur) of thirty (30) days.
- 2.2 Upon acceptance (either explicitly, or implicitly by requesting NORRIQ to start providing the Software or Services) by Customer of the SOW within the validity period, an agreement (“Agreement”) enters into force between the Parties. If the acceptance by Customer is made subject to a condition or assumption, no Agreement exists until NORRIQ accepts such condition or assumption in writing.
- 2.3 An Agreement incorporates the terms and conditions of the NLSA and its Exhibits. In case of contradiction, the Agreement shall prevail over the Exhibits, which shall prevail over the NLSA. Customer waives the applicability of his own terms & conditions.

ARTICLE 3. FEES

- 3.1 Any and all prices and amounts quoted by NORRIQ are estimates only and may in no event be regarded as binding on NORRIQ unless it is expressly stated that a price or an amount represents a fixed fee.
 - 3.2 Unless specified otherwise, fees exclude any taxes, duties, tariffs, levies or other governmental charges (including, without limitation, any value added taxes), hotel and travel expenses, which will be billed to and paid by Customer.
 - 3.3 NORRIQ will deliver the Services within normal working hours (i.e. between 8:00 am and 4:30 pm on Monday to Thursday and Friday between 8:00 am and 4:00 pm), unless otherwise agreed in writing. If the Services are delivered outside normal working hours, NORRIQ is entitled to charge the services at standard hourly rate plus an additional 50% the first 3 hours on weekdays and an additional 100% thereafter. On Saturdays, Sundays and on public holidays an additional 100% is charged as from the
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1st hour.

- 3.4 Travel/transportation, accommodation and living expenses incurred in connection with delivery of the Services will be invoiced separately based on actual costs, and out-of-pocket expenses at a daily lump sum per person of 100 EUR. Kilometer allowances will be charged at the rates fixed for driving in government service. Travel/transportation will be charged based on actual time spent based on NORRIQ's applicable price list, and invoiced based on a starting point from nearest NORRIQ location. If specific named consultants or skills are required, that are not available at the nearest NORRIQ location, then travel/transportation will be invoiced from the location where the consultant or the competence are located. If NORRIQ takes care of the booking of flights and hotels, an administrative cost of 50 EUR per booking will be charged. If Customer takes care of the booking of flights and hotels, he must coordinate this with NORRIQ in a timely manner.
- 3.5 NORRIQ will not change its fees identified in an Agreement during its term (except for the annual adjustment defined below), but NORRIQ may adjust its fees prior to entering any new Agreement.
- 3.6 In any event, all prices and fees may be subject to an annual adjustment every 1 January in accordance with the Danish Price Index (in Danish: "Nettoprisindekset"). In the event of a material change in prices from NORRIQ's Providers, NORRIQ is entitled to initiate a renegotiation of the prices and fees agreed between Customer and NORRIQ.

ARTICLE 4. INVOICING & PAYMENT TERMS

- 4.1 Fees for Software, for lump sum Services and for Software as a Service will be invoiced in advance. NORRIQ reserves the right to only deliver the Software or Services upon receipt of the advance payment. Services on time & materials basis will be invoiced on a bi-weekly basis after delivery of the concerned Services. There will be no credit notes or reimbursements for Software or Services that have been paid for but are not used.
- 4.2 Any objections against invoices must be communicated to NORRIQ within 5 days after the invoice date otherwise the customer will be deemed to have approved the invoice.
- 4.3 Payment must be made no later than 8 days after the invoice date. In the event of late payment, default interest will be charged corresponding to the interest reference rate of the Danish central bank with an addition of 7% calculated from the due date and a reminder fee. Non-payment of a single invoice makes all other invoices, whether already due or not, immediately payable. In such case, NORRIQ will have no obligation to continue to provide Services, and can no longer be held accountable for not respecting an agreed planning.
- 4.4 In case of serious doubts about the solvability of Customer, NORRIQ will have the right to request a supplemental payment security, and meanwhile to suspend further performance of the Agreement.

ARTICLE 5. PERFORMANCE

- 5.1 Subject to Customer's payment of all fees, costs and expenses as they become due, NORRIQ will use reasonable care and skill in delivering the Software and/or Services.
 - 5.2 Delivery and execution times are given as indications only and start when an agreement is reached on all the (technical) details and when all the data or materials that are useful for the execution are in the possession of NORRIQ. These times are always based on the assumption that NORRIQ can continue to work as foreseen at the moment of drafting the Agreement.
 - 5.3 NORRIQ's delivery of the Software and/or Services is conditional upon Customer's active involvement in the delivery. Customer shall; (i) provide NORRIQ with all necessary, accurate and complete information (e.g. about his system, his working methods and his objectives), in writing and in a timely manner; (ii) contribute to the planning of the work; (iii) if applicable, at his own expense make the necessary facilities available to NORRIQ, including but not limited to parking space, suitable working space (with sufficient light and air), electricity, communication means (including the possibility to connect to the NORRIQ server), access to Customer's IT installation and databases (to the extent necessary for the performance of the Agreement); (iv) if necessary, grant NORRIQ authorization and access in order to perform Services outside normal business hours and; (v) assign necessary and qualified resources internally in order for the Software and/or Services to be delivered as agreed. These resources will not be replaced in the course of the Agreement, except in case of dismissal, long term illness, force majeure, or written agreement between the Parties. If the resources assigned to the Agreement are replaced, the new resources will have equivalent qualifications. Customer acknowledges that the replacement or unavailability of resources in his project organization, may lead to longer execution times and, as a consequence, higher costs.
 - 5.4 Customer acknowledges that the performance of the Agreement may in certain cases lead to the temporary unavailability of parts of the operational environment. In such case, NORRIQ will discuss this with Customer.
 - 5.5 In the event that NORRIQ is unable to deliver the Software and/or Services and this is due in whole or
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in part to Customer, Customer's other suppliers and/or any third party delay and/or non performance of their obligations, NORRIQ is entitled to invoice Customer a redundancy fee for any unoccupied consultants. NORRIQ will use reasonable endeavors to assign any unoccupied staff to other assignments to mitigate its losses.

ARTICLE 6. ACCEPTANCE & WARRANTY

- 6.1 **Acceptance:** Software and/or Services Deliverables must be inspected and tested by Customer as soon as possible upon delivery, and are considered successfully delivered if Customer has not reported in writing any major issues within 10 days after delivery, or when Customer commences use of the Software and/or Services Deliverables.
- 6.2 **Warranty:** The Software is complex computer software. Its performance will vary depending on hardware platform, software interactions, and Software configuration. The Software and/or Services Deliverables are neither fault tolerant nor free from errors, conflicts or interruptions. NORRIQ will use his reasonable endeavors to make the Software and/or Services Deliverables substantially conform to its specifications when used by Customer according to the instructions in a suitable environment.
- 6.3 A defect will be deemed to exist if the Software and/or Services Deliverables do not substantially conform to the specifications and this failure to conform to the specifications is solely attributable to NORRIQ. NORRIQ is in its sole discretion entitled to (i) remedy defects; (ii) perform replacement delivery; (iii) grant a proportionate reduction of the fee payable; or (iv) pay a reasonable compensation to Customer, and always subject to the limitations and exclusions otherwise set out in the Agreement and always provided that Customer has notified NORRIQ of the defect. Customer is only entitled to make claims against NORRIQ to the extent that (i) NORRIQ's Software and/or Services Deliverables are deemed defective and (ii) Customer was unable to detect this in connection with the inspection and test of the Software and/or Services Deliverables in accordance with article 6.1. Any claims concerning the Software and/or Services Deliverables must be made immediately after the defect has been detected, however, in no event later than 90 days after NORRIQ has delivered the Software and/or Services Deliverables to Customer. Claims must be made in writing. These are Customer's only remedies for breach of this warranty, unless other remedies are required to be provided under applicable law.
- 6.4 The warranty will not apply to the extent there has been accident, abuse or use in a manner inconsistent with the Agreement, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, improper maintenance by Customer, or failure caused by a software or product for which NORRIQ is not responsible.
- 6.5 Third Party Software and Items are subject to the warranty, if any, including any limitations and exclusions provided by such third party supplier. NORRIQ does not provide any additional warranties.
- 6.6 Except as expressly provided in the Agreement no warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance or fitness for purpose of any item shall be given or assumed by NORRIQ or its Providers and all such warranties, conditions, undertakings and terms are excluded.

ARTICLE 7. RESPONSIBILITY OF THE CUSTOMER

- 7.1 Customer must determine for itself that the Software and/or Services Deliverables are suitable for Customer's use and that the Software and/or Services Deliverables perform acceptably on the hardware from which Customer will access them, including by conducting sufficient testing (including failure mode and effects analysis). Customer is responsible for the selection, purchase, installation, maintenance and operation of the environment including equipment, operating system, database, third party software and network which the Software shall operate and will enter into appropriate support and maintenance agreements with suppliers of such services. Customer has the responsibility to make sure that the equipment complies with the operating requirements for the Software as may be specified by NORRIQ from time to time.
 - 7.2 It is the responsibility of Customer to secure his system (machines, hardware, software). To that effect, he will make physical copies of the programs and data, and will keep them separately, in order to avoid loss of data, and he will hold NORRIQ harmless in that respect. Customer will keep a precise record of the number of copies and the place they are stored, and inform NORRIQ if one or more copies are stored in another place than the specified machines or hardware.
 - 7.3 Customer will provide each machine and hardware with a virus scanner. Customer warrants that all machines, hardware, machinery, programs, software and other business means he uses, are validly acquired and used, and that he has all necessary rights and will hold NORRIQ harmless in that respect.
 - 7.4 Before disposing of any data support or specified machine, Customer will see to it that any Software that is included is erased or deleted.
 - 7.5 Customer must keep his database technically up-to-date. All NORRIQ objects with modifications must
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be consistently implemented. Customer has to confirm towards NORRIQ when an object “goes live”. Only then can new objects be delivered. Customer shall regularly provide NORRIQ with a copy of the database, unless NORRIQ has access via remote support (optional service).

- 7.6 If no explicit agreements have been made in this regard, Customer itself shall install, set up and parameterize the Software and adapt the hardware used, other software and operating environment where necessary, train the users, and carry out data conversion.
- 7.7 NORRIQ shall not be responsible for checking the accuracy and completeness of the results and the data generated through the use of the Software and/or Services Deliverables. Customer itself shall regularly check this, and take necessary measures for the purpose of preventing and limiting the consequences of interruptions or shortcomings in the Software and/or Services Deliverables, the scrambling or loss of data or other incidents. Under no circumstances shall NORRIQ be responsible for the recovery of scrambled or lost data.
- 7.8 Customer shall guarantee that all of the requirements in respect of the lawful processing of personal data input by Customer in the Software and/or Services Deliverables are met. Full responsibility for the data processed through the use of the Software and/or Services Deliverables by Customer shall rest with Customer. Customer shall guarantee NORRIQ that the data is not illegal and does not infringe the rights of third parties. Customer shall indemnify NORRIQ against claims by thirds parties, of whatever nature, in relation to the processing of this data.

ARTICLE 8. IPR - RIGHT OF USE

- 8.1 All intellectual property rights to the Software and/or Services Deliverables belong exclusively to NORRIQ or its Providers.
 - 8.2 To the extent that the Software and/or Services Deliverables include Third Party Software or Items, separate terms and conditions for Customer’s use of such Third Party Software or Items apply. Consequently, Customer accepts that he shall only acquire a right to use such Third Party Software or Items in accordance with the license terms and conditions stipulated by such third party. To the extent it is not being dealt with in such terms and conditions, the following provisions will apply.
 - 8.3 Subject to Customer’s payment of all fees, costs and expenses, Customer receives a non-transferable and non-exclusive license to use the Services Deliverables, and to use, reproduce and install the Software in a machine readable object code form, for his own internal business purposes only.
 - 8.4 Customer is allowed to make a back-up copy of the Software. This copy will not be used by Customer, except to replace the original material when this can no longer be used. It is subject to, and can only be used according to the license conditions.
 - 8.5 Customer must order and maintain a sufficient number of licenses to cover his use, in accordance with the chosen license model.
 - 8.6 Customer is not authorized to sell, rent, lease, lend, host, sub-license or transfer to or for third parties the Software or Services Deliverables or part thereof, or to use them for another purpose than his own use and business. In case of breach hereof, NORRIQ shall be entitled to liquidated damages on the basis of the highest of the following amounts: the amounts invoiced by NORRIQ for the performance of the Agreement, increased by 30%, or the fees charged by NORRIQ, at the time of the breach, to other customers for similar software and/or services, also increased by 30%. The foregoing is exclusive of penalties or amounts that Customer potentially would have to pay because of breach of license contracts or proprietary rights of third parties.
 - 8.7 Customer will not (and will not permit others to) use the Software and/or Services Deliverables in any way: (1) that infringes a third party’s patent, copyright, or trademark or misappropriates or makes unlawful use of its trade secret (or other undisclosed information) or violates applicable law; (2) in a way prohibited by applicable law; (3) to violate the rights of others; (4) to try to gain unauthorized access to or disrupt any service, data, account, or network by any means; (5) to falsify any protocol or email header information (e.g., “spoofing”); (6) to spam or distribute malware; (7) in a way that could harm the Services Deliverables or impair anyone else’s use of them; or (8) for any high risk use (where failure or fault of the Services Deliverables could lead to death or serious bodily injury, or to severe physical or environmental damage, such as for use in controlling operation of equipment in any nuclear facilities, aircraft navigation, aircraft communications or flight control systems, air traffic control, mass transit, medical equipment (FDA class 2 or 3, or equivalent), or weapons systems). Customer may not (and will not permit others to) reverse engineer, decompile, work around technical limits in, or disassemble the Services Deliverables or any software within the Services Deliverables, except if the applicable law permits despite this limit.
 - 8.8 Because certain third party license terms require that computer code be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, “Open Source License Terms”), the license
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rights granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to Open Source License Terms. Furthermore, each Party warrants that it will not provide or give to the other Party computer code that is governed by Open Source License Terms.

ARTICLE 9. LIABILITY OF NORRIQ

- 9.1 NORRIQ's total aggregated liability for any and all claims including damages and penalties, whether based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory, is in all cases, to the extent permitted by applicable law, limited to the compensation of the actual damages that are the immediate and direct consequence of NORRIQ's own gross negligence, and may never exceed the lowest of the following amounts:
- (i) 50% of the total aggregate amount paid for the Software or Services (in the 12 months before the applicable claim arose in case of recurrent fees) that have caused the damages (decreased with the amounts invoiced for Third Party Software and Items ; these have also been paid by NORRIQ to these third parties); or
 - (ii) 250.000 euro.
- 9.2 Under no circumstances is NORRIQ liable for special, incidental, consequential, exemplary or indirect damages (including without limitation loss of profit, loss of, or damage to data, loss of business opportunities, revenue, goodwill, customers (including damage to the reputation or image) or anticipated savings) related to the Software, the Services, and the Agreement.
- 9.3 The liability limitations in this article are not applicable in case of willful misconduct or fraud by NORRIQ.
- 9.4 If NORRIQ is being asked to perform services with respect to software that has not been installed by NORRIQ, NORRIQ cannot be held responsible for defects in that software, or caused by the installation or programming of that software, or by services that have been performed before on that software.
- 9.5 NORRIQ is only responsible for the Software and/or Services delivered by NORRIQ and NORRIQ will thus under no circumstances be liable for defects, delays, failure to perform its obligations or for any other matters under any agreements concluded between NORRIQ and Customer to the extent that such are in whole or in part caused by (i) Customer's negligence or non-compliance with the Agreement; (ii) Customer's other suppliers or other third parties related to the Customer; (iii) the Customer's use or exploitation of the Software and/or Services Deliverables in a different manner than contemplated; (iv) modifications by Customer or Customer's other suppliers or other third parties related to the Customer; (v) computer viruses, hacking, trojan horses, spyware, interference with technical protection measures originating from another source than NORRIQ; (vi) such accidental events for which Customer bears the risk, and (vii) losses covered by an insurance taken out by Customer or in favor of Customer.
- 9.6 Third Party Software and Items are subject to the same limitations and exclusions as made by such third parties and Providers in addition to the limitations and exclusions set out in this clause.

ARTICLE 10. TERM AND TERMINATION

- 10.1 NLSA: this NLSA will remain in effect until terminated. Either Party may terminate it at any time by giving at least 60 calendar days prior written notice. The sole effect of terminating this NLSA will be to terminate the ability of either Party to enter into subsequent Agreements under this NLSA. Termination of this NLSA will not, by itself, result in the termination of any Agreement previously entered into under this NLSA. Any terms of this NLSA incorporated by reference into any Agreement will continue in effect unless that Agreement itself is terminated or expires.
- 10.2 Agreements: an Agreement will remain in force until NORRIQ has performed the Services unless terminated or canceled earlier in accordance with this clause.
- (i) Customer may cancel an Agreement against payment of the following termination fee:
 - 25% of the agreed price or estimated total fee (as applicable) for the Software and/or Services for termination no later than 10 working days before the agreed commencement date.
 - 50% of the agreed price or estimated total fee (as applicable) for the Software and/or Services for termination between 10 to 5 working days before the agreed commencement date.
 - 100% of the agreed price or estimated total fee (as applicable) for the Software and/or Services for termination later than 5 working days before the agreed commencement date.
 - 100% of the agreed price or estimated total fee (as applicable) for the Software and/or Services, less the amounts already paid by Customer, for termination after the commencement date.
- If Customer requests to suspend the delivery of all or part of the Software and/or Services, and such suspension exceeds a duration of 6 months, NORRIQ will be entitled to consider such
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suspension as a total or partial termination. In this case, the abovementioned termination fee is due.

- (ii) Notwithstanding the foregoing, Customer may not cancel Agreements that include Third Party Software or Items or ongoing Services.
 - (iii) the Agreement, to the extent it applies to Third Party Software or Items, may be terminated by NORRIQ at any time with immediate effect if NORRIQ loses its right to offer such Third Party Software or Items.
- 10.3 Ongoing Services: if the Agreement concerns the ongoing delivery of Services (including but limited to maintenance and support, subscriptions), the Agreement will have a duration of 12 months, and is thereafter tacitly renewed for successive 12 months periods unless either Party terminates the Agreement by registered letter at the latest three (3) months before the end of the current period.
- 10.4 NORRIQ may terminate the Agreement, or suspend the delivery of Services, including the right of use of the Software, if Customer is in material breach or default of any obligation that is not cured within 14 calendar days following NORRIQ's notice to Customer of such breach.
- 10.5 The Agreement will be terminated automatically upon the bankruptcy of Customer. NORRIQ will have the right (to the extent permitted by the applicable insolvency laws) to terminate the Agreement immediately by written notice to Customer and without judicial intervention, if Customer becomes insolvent or an order is made or a resolution passed for the liquidation, administration, winding-up or dissolution of Customer (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a liquidator, administrator, or similar officer is appointed over all or any substantial part of the assets of Customer or anything similar to the foregoing occurs in any applicable jurisdiction.
- 10.6 Termination of this NLSA or an Agreement will not affect the accrued rights or liabilities of the Parties as at the date of termination or any obligations which expressly or by implication are intended to come into or continue in force on or after termination.

ARTICLE 11. RIGHT TO VERIFY COMPLIANCE

- 11.1 Customer is required to keep records (including proof of purchase) relating to the Software Customer uses under the Agreement. NORRIQ have the right to verify compliance with the Agreement, at NORRIQ's expense. Customer agrees to provide reasonable cooperation in the event of a compliance audit.
- 11.2 NORRIQ may request that Customer grants his consent to allow access to the usage information captured by the system database as a tool in conducting the audit.
- 11.3 Verification will take place upon not fewer than 30 days' notice, during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. As an alternative, NORRIQ can require Customer to complete a self-audit questionnaire relating to the Software Customer uses under the Agreement, but reserves the right to use a verification process as set out above.
- 11.4 If NORRIQ undertakes verification and does not find material unlicensed use (license shortage of 5% or more), NORRIQ will not undertake another verification of the same entity for at least one year. NORRIQ and NORRIQ's auditors will use the information obtained in compliance verification only to enforce NORRIQ's rights and to determine whether Customer is in compliance with the terms of the Agreement. By invoking the rights and procedures described above, NORRIQ does not waive its rights to enforce the Agreement or to protect its intellectual property by any other means permitted by law.
- 11.5 If verification or self-audit reveals any unlicensed use, Customer must promptly order sufficient licenses to cover his use. If material unlicensed use is found, Customer must reimburse NORRIQ for the costs NORRIQ has incurred in verification and acquire the necessary additional licenses at single retail license cost within 30 days.
- 11.6 NORRIQ's Providers shall have the right to enforce this clause.

ARTICLE 12. MICROSOFT

- 12.1 With respect to Third Party Software or Items ordered from Microsoft, Microsoft will be third party beneficiary of the Agreement. Microsoft will have the right to: (i) enforce the Agreement; (ii) verify Customer's compliance with the Agreement; and (iii) contact Customer directly.
- 12.2 Customer authorizes NORRIQ to share information with Microsoft that is necessary for NORRIQ: (i) to collaborate with Microsoft, and (ii) for Customer to receive Services and communication from Microsoft.
- 12.3 Customer acknowledges that Microsoft has no responsibility for the non-Microsoft parts of the Software or any effect they have on the functionality of the Microsoft software or Customer's systems, business or operations.

ARTICLE 13. FORCE MAJEURE

- 13.1 Neither of the Parties may be held liable for any delays or failures in performance (excluding payment of any fees and costs) attributable to force majeure, including, but not limited to war, riots, rebellion, general strike, fire, natural disasters, foreign exchange restrictions, import or export bans, disruption of ordinary traffic and communication, interruption of or faulty energy supply, delivery problems with respect to subcontractors, long-term illness of key consultants, comprehensive virus or occurrence of force majeure in relation to subcontractors.
- 13.2 In the event of force majeure, the Party affected must as soon as possible notify the other Party of the force majeure situation, and both Parties may demand renegotiation of any time schedules. If the force majeure situation has lasted more than 60 days, either Party may choose to terminate the Agreement.

ARTICLE 14. GENERAL

- 14.1 Information exchanged via or on the basis of a SOW, or within the framework of the Agreement must be held in confidence by Customer and its directors, employees, consultants, advisers or representatives, and must not without the prior written consent of NORRIQ be used for any purpose other than in connection with the Agreement. Customer must not disclose any confidential information received by him to any legal or natural person other than those of Customer's employees, consultants, advisers and representatives who are involved in the Agreement. The confidentiality obligation pursuant to this clause shall not include information which has already passed into the public domain.
- 14.2 Customer will refrain from hiring, directly or indirectly, (former) employees of NORRIQ during the term of the Agreement and for a period of one year after its termination. Customer will not, directly or indirectly, award contracts to these people. In case of breach of this clause, Customer will pay to NORRIQ an indemnity equal to 12 times the last gross monthly salary of that (former) employee, as paid by NORRIQ.
- 14.3 NORRIQ shall have the right to assign all or part of its rights and obligations under the Agreement upon written notice to Customer.
- 14.4 Customer agrees that NORRIQ discloses the existence of this Agreement and uses the name and the logo of Customer for marketing purposes such as but not limited to use on NORRIQ's homepage, slide presentations and reference lists.
- 14.5 The Agreement is governed by and must be construed in accordance with the laws of Denmark, however, excluding (i) any rules concerning choice of law and (ii) the UN Convention on Contracts for the International Sale of Goods ("CISG"), which will not apply.
- 14.6 If any dispute or grievance arises between the Parties out of the Agreement, before taking any further action (such as requiring to remedy an alleged fault within a specific time), the Parties agree that it will be discussed by staff members of each of the Parties who are most closely involved with the running of the Agreement. If that does not produce a resolution, the problem will be escalated to the respective superiors of each staff member respectively, until the problem is dealt with. Only if the respective CEOs of each Party cannot reach agreement on the dispute, or if either Party seeks an injunction, or for the recovery of undisputed invoices, then the Parties agree that such dispute must be brought before Odense venue.

Exhibits (to be included to the extent applicable):

- Exhibit – Microsoft Software License Terms
- Exhibit – Support
- Exhibit – Maintenance (Enhancement Plan)
- Exhibit – Template statement of work
- Exhibit – ...

Made in on/...../..... In two copies, one for each Party.

NORRIQ

Customer

Name:

Name:

Title:

Title:

Signature:

Signature: