

## SOFTWARE LICENCE AGREEMENT

These license terms are an agreement ("Agreement") between ActionPlanner A/S (with Company registration no.: 35388931 (Hereinafter referred to as "Licensor")) and the user of the Software ("Licensee"). Licensor and Licensee are hereinafter jointly referred to as "Parties" or "Party".

### 1. PREAMBLE

1.1. Licensor has developed an Internet based software application (hereinafter referred to as "the Software") for the purpose of planning, organizing and implementing development plans for corporate as well as private customers.

### 2. GRANT OF LICENSE

2.1. The Licensor hereby grants Licensee, a non-exclusive and non-transferable license for the use of the Software for the License Term.

2.2. The Licensee acknowledges that all copyrights and other rights, title and interests in the Software are the property of the Licensor, and that the Licensee gains no right, title or interest in the Software other than explicitly granted in this Agreement.

2.3. Each License to the Software under this Agreement provides access for one End-User who may use the software for planning, organizing and implementing action in accordance with the online help documentation. Using the Software may include provision and submission of data, information or other material ("Licensee Data"), which will be stored by Licensor.

2.4. The maximum accumulated disk storage space provided to Licensees at no additional charge is on average 1 GB per License. If a Organization has 50 Licenses the total storage made available for the customer, at no additional costs, is thus 50 GB. If the amount of disk storage required exceeds these limits, Licensee will be charged the then-current storage fees. Licensor will use reasonable efforts to notify Licensee when the average storage used per license reaches approximately 90% of the maximum.

2.5. This license includes access to the functionality in the Software as is today. Furthermore, the license may give access to additional modules as may be provided by the Licensor in the future and listed in the Accepted Offer from the Licensor to the Licensee.

### 3. TERM OF LICENSE

3.1. The term of license is a subscription with a duration of minimum 12 months, that is automatically renewed at the end of the license period ("License Term"). The License Term's start and end dates are specified in the accepted offer ("Accepted Offer").

3.2. No later than 90 days prior to a renewal, Licensee can cancel the subscription if he so wishes. Licensor will automatically issue a renewal invoice 30 days prior to a renewal.

3.3. Upon expiration of the License Term the Licensee and the End-Users will not have access to the Software, until the License is renewed and the payment for the new License Term has been made.

3.4. Licensor reserves the right to impose a reconnection fee in the event Licensee's access to the Software have been suspended and access to the Software is requested by renewing the License.

3.5. The Parties agree and acknowledge that Licensor has no obligation to retain Licensee Data and that such Licensee Data may be irretrievably deleted or otherwise made irretrievably inaccessible and/or anonymous if Licensee does not renew the License within 90 days of expiration of the License Term.

### 4. SUBSCRIPTION FEE & PAYMENT

4.1. Licensee purchases a yearly subscription for up to the number of Licenses (unique End Users) stated in the Accepted Offer from the Licensor.

4.2. The subscription fee for the first License Term of 12 months is stated in the Accepted Offer from the Licensor

4.3. Licensee can request additional licenses to increase the maximum numbers of users if needed. Additional licenses are charged at full yearly subscription fee if requested 6 months or more prior to a subscription renewal, and at half subscription fee if less than 6 months prior to a subscription renewal. Licensee's notification terms are described in section 3.

4.4. Subscription fee is paid in advance one time every year and is non-refundable.

4.5. License fee must be paid in full, on the first day of the Term of License. When payment has been completed the requested license for the Licensee will be activated and the Licensee can access the Software.

4.6. In the event of a delinquent payment, the Licensor is entitled to interest in accordance with Danish Law from the date of beginning of the License Term, until payment is received.

4.7. License fee may be subject to change upon Licensor's sole discretion. Licensor will notify Licensee of eventual change of License fee at least 90 days before renewal of subscription. Change of license fee will apply from start of the next License Term after the notification.

### 5. ADDITIONAL MODULES

5.1. Licensee has the right to purchase one or more additional modules to the product, on conditions and to license fees according to Licensor's then current rates.

### 6. TECHNICAL SUPPORT

6.1. Licensor will supply E-mail support, included in the License fee, with a guaranteed answer within 24 hours (within normal European working hours).

6.2. Licensee has the right to purchase additional Live chat and Telephone support for his Super Users within normal European

working hours. The price for this support is stated in the Accepted Offer.

- 6.3. The technical support also covers any additional modules purchased.

## **7. LICENSEE'S OBLIGATIONS**

- 7.1. The Licensee acknowledges that it does not have the right to grant sub-licenses nor have the right to copy, modify, reverse engineer, lease, mirror or rent the Software.
- 7.2. Accordingly, the Licensee shall have no right to grant any third party access to the Software or data by the means of the Software, and Licensee may only use the Software for purposes inside own organization and legal entity.
- 7.3. Passwords are issued by the Licensor to the End Users, appointed by the Licensee. Licensee and the End-Users do not have the right to transfer the passwords to any third party.

## **8. INTELLECTUAL PROPERTY INDEMNITY**

- 8.1. Licensor shall according and limited to clause 8.2 below, indemnify Licensee against claims, liabilities, losses, damages, costs and expenses directly related to any actual or claimed infringement of any patent, copyright, trademark, trade secret or other intellectual property, proprietary or contractual right of any third party, with respect to the Software provided that Licensee promptly (a) give written notice of the claim to Licensor; (b) give Licensor control of the defense and settlement of the claim (provided that Licensor may not settle or defend any claim unless it unconditionally releases of all liability) and (c) provide to Licensor all available information and assistance in connection with such claim.
- 8.2. In the event that a third party objects to the use of the Software and an infringement is constituted, Licensor shall either (a) obtain the continued right to use the Software or (b) bring the infringement to an end or (c) replace the Software with another product which in general possesses the same functions as the Software or (d) terminate the Agreement without notice and return the License fee paid by the Licensee the last 12 months before termination to the Licensee.

## **9. COPYRIGHTS AND TRADEMARKS**

- 9.1. All materials contained on the Web Site are Copyright October 1, 2010, ActionPlanner A/S. All rights reserved.
- 9.2. No person is authorized to use, copy or distribute any portion the Web Site including related graphics except for graphics and other elements that the ActionPlanner™ functionality makes possible e.g. print to pdf file.
- 9.3. ActionPlanner™ and other trademarks and/or service marks (including logos and designs) found on the Web Site are trademarks/service marks that identify ActionPlanner A/S and the goods and/or services provided by ActionPlanner A/S. Such marks may not be used under any circumstances without the prior written authorization of ActionPlanner A/S.

## **10. WARRANTY AND LIMITATION**

- 10.1. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Licensor warrants that it will provide the Software in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Software will perform substantially in accordance with the online help documentation under normal use and circumstances.
- 10.2. Licensee is responsible for all activities occurring during Licensee's or End-User's use of the Software and Licensee shall abide by all applicable local as well as foreign laws in connection with the use of the Software, including those related to data privacy, and the transmission of technical or personal data.
- 10.3. Licensee is data controller (c.f. Danish Act on Processing of Personal Data, Act No. 429 of 31 May 2000 and Directive 95/46/EC of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and responsible for the use of ActionPlanner™, and processing the personal data.
- 10.4. The Licensor is data processor and shall act only on instructions from the Licensee as data controller and in compliance with data protection security of processing rules.
- 10.5. Licensee shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property right to use of all Licensee Data.
- 10.6. In the event that the Software is unavailable to Licensee and the End-users and the unavailability is due to faults of Licensor, Licensor will refund upon a written request from Licensee a proportional amount of the License fee for the period in which the availability was less than 98 percent. The period of (un)availability will be calculated on a monthly basis.
- 10.7. Except from the above stated the Software is provided "as is" and without any warranty for defects, delay or any specific functions or suitability for specific business purposes, and the warranties and conditions stated herein are exclusive and in lieu of all other warranties and conditions, whether express or implied, including the implied warranties and conditions of merchantability and fitness for a particular purpose. Licensee shall not be entitled to claim remedies for breach or to assert any claim on the Licensor as in this matter, except as described above.

## **11. LIMITATION OF LIABILITY**

- 11.1. In no event shall Licensor or its third parties suppliers and licensors be liable for any costs of substitute products or services or for any indirect or consequential damages whatsoever (including without limitation, damages for loss of business profits, business interruption or loss of business information, however caused and on any theory of liability arising in any way in connection with this Agreement).

11.2. The access to the Software may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communication. Licensor is not responsible for any delays, delivery failures, or damage from such problems.

11.3. In any event, no matter the circumstances, the total liability of the Licensor for loss or damage (directly or incidental/indirect) or any other cause can as aggregated maximum be and shall never exceed the amount of the license fee received by the Licensor from the Licensee under the Agreement within the previous 12 months.

## 12. CONFIDENTIALITY

12.1. The Parties will not disclose or use, at any time during or subsequent to the Agreement, any secret or confidential information of the other Party, including without limitation information about inventions, products, processes, methods, techniques, formulas, compositions, projects, development plans, research, data, financial data, investor relations, potential investors, financing, arrangements, personnel data, computer programs, customer and supplier lists unless Party have the other Party's prior written approval or required by government regulation or any competent court.

12.2. The Party's obligation of confidence and limitation hereunder shall not apply to information which the Party can demonstrate: a) is or becomes generally available to the public otherwise than by reason of breach by the Party of the provisions of this Agreement; b) is known to the Party and is at the Party's free disposal (having been generated independently by the Party or a third party, in circumstances where it has not been derived directly or indirectly from the other Party; c) is subsequently disclosed to the Party without obligation of confidence by a third party owing no such obligations to the other Party in respect of that information; d) is required by law to be disclosed.

## 13. TERMINATION

13.1. The Agreement is valid from the signing of this agreement and until the cancellation of the License Term.

## 14. TERMINATION FOR CAUSE

14.1. Either Party may terminate this Agreement by written notice to the other having immediate effect in the event of the other party being in material breach of any of the terms or conditions of this Agreement and, only where such breach is capable of remedy, failing to remedy such breach within thirty (30) days of written notice requiring such breach to be remedied.

14.2. Any breach of licensee's payment obligations or unauthorized use of the Software will be deemed a material breach of this Agreement. Licensor, in its sole discretion, may terminate Licensees, account or use of the Software if Licensee breach or otherwise fail to comply with this Agreement. In addition, Licensee agree and acknowledge that Licensor has no

obligation to retain the Licensee data, and may delete such Licensee data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

## 15. ASSIGNMENT

15.1. A Party may not assign its rights and obligations under this Agreement without the consent of the other Party.

## 16. FORCE MAJEURE

16.1. Neither Party shall acquire any right of termination save as otherwise herein provided, nor shall either Party be obligated to the other in any manner solely upon the basis of any omission, delay or failure of performance of any provision of this Agreement owing to or occasioned by, directly or indirectly, any governmental order or restriction, war, threat of war, hostility, sanction, revolt, riots, civil disorder, embargo, seizure, national strike, national labour dispute, fire, flood, explosion or other cause or circumstances reasonably beyond the control of either of them provided however that where such omission, delay or failure exceeds thirty (30) days either Party may terminate this Agreement by giving the other Party written notice of such intention to terminate.

## 17. NOTICE

17.1. Licensor may give notice by means of a general notice on the Software, electronic mail to Licensee e-mail address on record in Licensor's account information, or by written communication sent by mail to Licensee address on record in Licensor's account information.

## 18. LAW AND VENUE

18.1. The Agreement shall be governed by the laws of the Kingdom of Denmark.

18.2. Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination, shall be settled by the home venue of the Licensor.

18.3. The proceedings shall be conducted in accordance with the procedural rules of Danish law.