CONPDS

Adelgade 63, 2.tv.
DK-8660 Skanderborg
VAT no.: DK35828192
Tel.:   +45 7027 0034

END USER LICENSE AND SOLUTION ASSURANCE AGREEMENT CONPDS ApS ("EULA")

PART (A) SOFTWARE
USER NOTICE: BY INSTALLING THIS SOFTWARE, YOU AS LICENSEE ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS EULA AND AGREE TO THE CONDITIONS AND PROVISIONS HEREIN AND THAT YOU ARE DULY AUTHORIZED TO AGREE TO THIS EULA. YOU AGREE TO INFORM ALL USERS OF THE SOFTWARE OF THE TERMS AND CONDITIONS OF THIS EULA. YOU AGREE THAT THIS EULA IS THE FULL AND EXCLUSIVE EXPRESSION OF THE AGREEMENT BETWEEN YOU AND CONPDS APS AND THAT IT TAKES PRECEDENCE OVER ALL PREVIOUS PROPOSALS OR VERBAL OR WRITTEN AGREEMENTS AND OTHER COMMUNICATIONS REGARDING THE SUBJECT OF THIS EULA. IF YOU DO NOT ACCEPT THE TERMS OF THIS EULA, DO NOT INSTALL THIS SOFTWARE.

LICENSOR. This license is granted to you as licensee (End-User) by ConPDS ApS, hereafter named ConPDS, a company organized under the laws of Denmark.

LICENSE. The software licensed by ConPDS herewith, including Trial Software, Developer License(s), Runtime License(s), and documentation and, as long as End-User has a right to Solution Assurance, any Product Releases or Service Releases related thereto, are licensed to End-User by ConPDS and is provided for use solely under the terms of this EULA. ConPDS reserves all rights not expressly granted under this EULA.
ConPDS hereby grants to End-User a perpetual (except as otherwise provided herein) non-exclusive, non-transferable license, to install, use, perform and display the rightfully obtained version of the Software, solely in object code format for End-User's own internal business use and without the right to sub-license. The Software may only be used for the purpose for which it is designed as described in the documentation. The documentation is licensed solely for the purposes of supporting End-User's use of the Software as permitted in this section.
End-User may, subject to ConPDS' prior written approval, permit its affiliates to use the Software, subject to the terms, conditions, and restrictions in this EULA. End-User shall be responsible and liable for the acts and omissions of its affiliates. End-User ensures that none of its affiliates shall take any legal action against ConPDS under this EULA. In this EULA, the term "affiliate" means any entity directly or indirectly controlling, controlled by or under common control with End-User. "Control" means the ownership, direct or indirect, of a majority (fifty percent (50%) or more) of an entity's stock entitled to vote for the election of directors.
The Software may only be used on the site and within the infrastructure environment in which it was first installed. Depending on the edition for which End-User obtained a license, End-User is allowed to use all or limited functionality of the Software. The number of licenses required by End-User depends on one of the following: the amount and type of devices to be used, as further specified on the ConPDS website and price list, the purchase order or an amendment to this EULA.
The use of the Software is limited to the number of licenses for which End-User paid or otherwise rightfully acquired. If End-User obtains subscription licenses, the term of use is not perpetual, but limited to the specific subscription period agreed to. The use of applications available to access the Software is at End-User's sole risk. End-User agrees that none of its employees or other persons using the Software shall make any claim or take any legal action against ConPDS in respect of the use of such applications. ConPDS does not warrant any interoperability between the applications, the Software, and any third-party software.

RESTRICTIONS. End-User is not permitted to: (i) reverse engineer, disassemble or decompile the Software or any portion thereof or otherwise attempt to derive or determine the source code or the logic therein, except to the extent and for the express purposes authorized by applicable law, and only if ConPDS is not willing or able to provide the required information or assistance (provided Solution Assurance is current) to End-User; (ii) remove or evade any technical protection; (iii) use the Software for on behalf of third parties or sub-license, rent, sell, lease, distribute or otherwise transfer the Software or the Software license code provided by ConPDS; and (iv) use the Software in a way prohibited by applicable law, regulation, governmental order or decree. Upon activation of the Software the api key and license key provided by ConPDS, is linked to the customer to whom it is issued. Replacement of a api key and license key shall be subject to the prior written approval of ConPDS, which approval may be withheld.

TRIAL SOFTWARE. End-User may be granted download access to certain evaluation editions ("Evaluation Software") of the Software free of charge. End-User has the right to use the Evaluation Software for evaluation purposes only. The Evaluation Software license is for evaluation and internal use only and not in a production environment or otherwise and expires 60 days after issue of Trial Licenses api key and license key. ConPDS will have no liability for any harm or damage arising out of or in connection Evaluation Software.

AUDIT. On ConPDS' request, and at ConPDS' expense, ConPDS may conduct an audit of End-User's use of the Software. Any such audit shall be conducted during regular business hours at End-User's facilities, by remote session or otherwise and shall not unreasonably interfere with End-User's business activities. If an audit reveals that End-User has underpaid in relation to its actual use of the Software, in addition to other remedies, End-User shall be invoiced for such underpaid fees. If the underpaid fees exceed five percent (5%) of the license fees paid, then End-User shall also pay ConPDS' reasonable costs for conducting the audit.

OWNERSHIP. The Software is the intellectual property of ConPDS and/or its licensors and contains material that is protected by intellectual property rights and legislation of various countries worldwide. This EULA does not grant to End-User any ownership interest in the Software. End-User shall not remove any proprietary notice of ConPDS from any copy of the Software. Third-party materials and/or software presented or accessed using the Software ("Third Party Materials") are owned by the respective third parties, may be protected by intellectual property rights and the use of such Third-party

materials may be subject to the terms of use of such third parties. The End-User is solely responsible to obtain a valid license for the use of any Third Party Materials.

PART (B) SOLUTION ASSURANCE
SOLUTION ASSURANCE. With the exception of Evaluation Software, End-User agrees to buy directly from ConPDS or via an ConPDS partner, to be decided by ConPDS, a subscription to maintenance and support ("Solution Assurance") for a period of a minimum of one (1) year starting on the date End-User receives the license key. End-User's subscription to Solution Assurance will automatically renew for additional one (1) year periods unless either party gives the other party written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current subscription term. ConPDS' fees for Solution Assurance shall amount to 20% of the then-current list price of the Software. ConPDS will not refund any payments made by End-User. ConPDS reserves the right to adjust its price for Solution Assurance. If End-User does not accept an adjustment of the price, End-User will be entitled to terminate its subscription to Solution Assurance services within thirty (30) days of receipt of the written notification of the price increase. End-User shall pay invoices for Solution Assurance within the payment term stated on the invoice. If no payment term is specified, a payment term of thirty (30) days applies. In order to benefit from Solution Assurance, End-User must have a valid license for the latest version of the Software. If End-User has elected to terminate its subscription to Solution Assurance and, at a later date, wishes to reinstate Solution Assurance, ConPDS may charge a reinstatement fee.

CONTENT OF SOLUTION ASSURANCE. Solution Assurance consists of: (1) the right to download and use Product Releases to the Software. A Product Release can consists of a number of bundled fixes to defects and does not necessarily offer new functionality. For the purpose of this EULA, a "defect" means a reproducible instance of adverse and incorrect operation of the Software. Minor discrepancies that do not impair the normal use of the Software shall not constitute a defect under this EULA; and (2) access to ConPDS Support by Internet, e-mail and phone (during specified office hours). ConPDS Support will assist in solving problems and defects in the Software.

EXECUTION OF SOLUTION ASSURANCE SERVICES. ConPDS provides Solution Assurance on a commercially reasonable efforts basis in the manner it considers appropriate. ConPDS is not obliged to follow the directions of the End-User. End-User shall first analyze any problems with the Software internally before contacting ConPDS Support. End-Users will provide all relevant information and materials to ConPDS when contacting ConPDS Support. ConPDS may examine and test materials delivered by End-User. ConPDS is not obligated to use those materials. End-User guarantees that ConPDS is entitled to use the materials and, after approval by End-User, is allowed access to its systems, to provide Solution Assurance. End-User agrees that any maintenance and support provided by third parties, including authorized partners of ConPDS, is not part of Solution Assurance. End-User is responsible for promptly and fully informing ConPDS about any Software advice, support and maintenance provided by third parties, which affect or could affect ConPDS in providing Solution Assurance.
ConPDS will provide Solution Assurance on the current Product until a new Product Release is made available. ConPDS cannot provide optimal Solution Assurance to End-User if End-User does not use the latest Product Release.

EXCLUSIONS. Solution Assurance services do not include resolution of defects which result from (i) third party software or hardware, or (ii) any modifications to the Software by a party other than ConPDS. Solution Assurance does not cover code supplied by ConPDS as part of either a consulting engagement or as a demo, sample, or contribution.

USE OF CONPDS MATERIALS. All materials, including, but not limited to the ConPDS web site, demonstrations, samples or contributions provided by ConPDS (the "Materials") are either owned by or licensed to ConPDS. End-User may only use those Materials as part of Solution Assurance and as long as it is entitled to Solution Assurance. In no event shall End-User publish, retransmit, redistribute or otherwise reproduce any Materials in any format to anyone or use any Materials in any connection with any business or commercial enterprise, without the express written consent of ConPDS. End-User will destroy all Materials not needed for the solution of a defect once the technical problem is solved.

PART (C) GENERAL APPLICABLE TERMS & CONDITIONS
(APPLICABLE TO PARTS A and B)
TERM AND TERMINATION. This EULA takes effect when End-User uses the Software or at the date End-User receives the relevant api and license keys, whichever is earliest (the "Effective Date"). ConPDS reserves the right to terminate this EULA upon 30 days' notice in the event of: (1) a change of control of End-User; (2) if End-User breaches any provision of this EULA and, upon receiving written notice of such breach, fails to remedy such breach within thirty (30) days following receipt of the notice; or (3) if a petition for End-User's bankruptcy is filed or End-User has been declared bankrupt. Subscription to Solution Assurance shall automatically terminate on termination of the End-User license.
End-User is only entitled to terminate any rights in this EULA as specifically provided for herein or authorized under applicable law. Termination of Solution Assurance shall not affect the remainder of this EULA. End-User's usage restrictions on the Software as set forth above (License and Restrictions) shall survive any termination of this EULA.
Upon termination of this EULA and insofar as allowed by applicable law, End-User shall promptly cease to use the Software and return or destroy, at End-User's expense and at ConPDS' option, all Software and any copies thereof and confirm this in writing to ConPDS. The provisions regarding Audit, Intellectual Property, Limitation of Liability, Confidentiality, Applicable Law, Miscellaneous and Dispute shall survive the expiration or termination of this EULA.
Where Danish law is applicable and notwithstanding any other remedies available thereunder, End-User shall not be authorized to rescind the EULA partly or entirely due to an attributable failure in the performance under this EULA.

LIMITED WARRANTY. ConPDS warrants that the Software shall be free from material defects in materials and workmanship, and shall conform in all material respects to the specifications as described in the documentation for a period of ninety (90) days from the Effective Date, provided the Software has been stored and used in accordance with ordinary industry practices and conditions. ConPDS does not warrant that the functionality of the Software will meet End-User's requirements or is fit for any particular purpose, or that the operation of the Software will be uninterrupted, error free, virus free or that defects in the Software will be corrected. It is the responsibility of End-User to isolate the Software, to use anti-virus software, to make relevant back-ups and to take other steps to ensure that the Software does not damage End-User's

information or systems.

End-User will test any Product Releases prior to implementing any of the Releases in production. The Releases are accepted by End-User upon implementation in production.

If the Software does not comply with the warranty set out in this section and ConPDS is notified of such non-conformity within the warranty period, ConPDS, at its option, will repair or replace such non-conforming Software at no additional charge or will refund the total amount paid for the non-conforming Software minus a reasonable usage fee. ConPDS grants no other warranty, either express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose.

THE SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW. CONPDS SPECIFICALLY DISCLAIM WITH RESPECT TO THE SOFTWARE AND SUPPORT ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS, OR ERRORS. END-USER ASSUMES RESPONSIBILITY FOR THE SELECTION, INSTALLATION AND USE OF THE SOFTWARE TO ACHIEVE END-USER'S INTENDED RESULTS AND SHALL HAVE THE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION OF ANY DATA USED IN CONNECTION THEREWITH.

LIMITATION OF LIABILITY. ConPDS shall in no event be liable to End-User or any third party for any indirect, special, punitive, exemplary, incidental or consequential damages (including damages, for loss of business, loss of use, loss of profits, business interruption, cost of cover, loss of or corruption to data, loss of production, loss of revenues, loss of contracts, loss of goodwill or loss of business information) arising out of this EULA or connected in any way with the use of or inability to use the Software, Services, Deliverables or the provision of Solution Assurance, or for any claim by any other party, even if ConPDS has been advised of the possibility of such damages. CONPDS' TOTAL LIABILITY TO END-USER FOR ALL DAMAGES, LOSSES, INDEMNIFICATIONS AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) SHALL NOT EXCEED € 10.000 (TEN THOUSAND EUROS). IF END-USER IS LOCATED IN THE UNITED STATES OF AMERICA OR CANADA, THE ABOVE MAXIMUM AMOUNTS WILL BE $ 10,000 (TEN THOUSAND US DOLLARS). ConPDS' liability will only arise if End-User informs ConPDS in writing of any default and the damages resulting therefrom as soon as possible and gives ConPDS a reasonable time to remedy a failure to perform. Any notice of default must specify the failure in as much detail as possible so that ConPDS will be able to act adequately. This section shall also apply for the benefit of all legal and natural persons utilized by ConPDS in performing this EULA.

FORCE MAJEURE. ConPDS shall not be responsible for any failure of its obligations under this EULA to the extent that such failure is due to causes beyond ConPDS' control, including, without limitation, natural disaster, war, strikes, fire, floods, explosions, acts of any government or agency thereof, act of terrorism, failures of suppliers, disruption in electricity supply or non-availability of telecommunication services. If ConPDS is prevented by force majeure from fulfilling its obligations under this EULA for more than ninety (90) days, ConPDS and End-User are entitled to terminate this EULA in writing.

COMPLIANCE WITH LAWS. End-User must comply with all domestic and international laws and regulations applicable to the Software and with any governmental end-user, end-use, and destination restrictions. End-User must at its own expense obtain and arrange for the maintenance of any government approval and comply with all applicable laws and regulations necessary for End-User's performance of the EULA. End-User acknowledges that it is responsible for obtaining any licenses to export, re-export or import the Software as may be required. End-User will defend, indemnify, and hold harmless ConPDS from and against all fines, penalties, liabilities, damages, costs and expenses incurred by ConPDS as a result of any violation of export control laws or regulations by End-User or any of its agents or employees.

PERMANENT EFFECT. ConPDS reserves the right to modify this EULA for any new Product Release. By installing and continuing to use the new Product Release of the Software over a period of thirty (30) days, End-User accepts the new or revised version of this EULA.

NOTICES. Any notices permitted or required under this EULA shall be in writing, and shall be deemed given when delivered (i) in person, (ii) by overnight courier, upon written confirmation of receipt, (iii) by certified or registered mail, with proof of delivery, (iv) by email, with confirmation of receipt (except for routine business communications issued by ConPDS, which shall not require confirmation from End-User). Notices shall be sent to the address or email address set forth below, or at such other address, facsimile number or email address as provided to the other party in writing. Notices for ConPDS shall be sent to: ConPDS, Adelgade 63, 2.tv., 8660 Skanderborg, Denmark or via email to info@conpds.com.

APPLICABLE LAW. This EULA shall be governed, construed and enforced in accordance with the laws of Denmark, without giving effect to its conflict of law principles. Any legal action will be brought exclusively before the relevant court in Aarhus, Denmark. Proceedings will take place in Danish.

MISCELLANEOUS. End-User may not assign or transfer its rights or obligations arising under this EULA to any third party, including any group of companies, parent companies, subsidiaries and affiliated companies of End-User without the written consent by ConPDS, and any such attempted assignment or transfer shall be void and without effect.

The failure of any party to enforce a provision of this EULA shall not constitute a waiver of such provision or any other provision or of the right of such party thereafter to enforce any provision of this EULA.

ConPDS reserves the right to use End-User's name or trademark, trade name or logo in external communications, presentations and marketing materials, and on its website and to describe the solution provided to End-User in these external communications.

DATA PROTECTION. End-User represents and warrants that the content, use and processing of personally identifiable information ("PII") required to facilitate the subject matter of this EULA by ConPDS on behalf of End-User are not unlawful and do not infringe any right of a third party. End-User shall notify ConPDS in writing if it intends to provide any PII to ConPDS. End-User shall have sole responsibility for the accuracy, quality, and legality of all data and PII provided to and processed by ConPDS and the means by which End-User acquired the PII. As ConPDS cannot be obligated to process any PII, ConPDS is entitled to postpone its services if it considers the request of End-User to process PII not in accordance with

applicable laws and its own policies. ConPDS may prior to any processing require End-User to accept additional terms if ConPDS agrees to the processing of PII on behalf of End-User, in particular to ensure compliance with applicable laws.

CONFIDENTIALITY. During the term of this EULA, and at least for a period of three (3) years after disclosure of confidential information, each party shall protect and keep confidential all non-public information disclosed by the other party (each, a "Discloser") and identified as confidential by the Discloser, or which otherwise should reasonably be considered proprietary, confidential or commercially sensitive under the circumstances ("Confidential Information"), and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this EULA. These obligations of confidentiality shall not apply to any information which: (i) was previously known to Recipient without restriction; (ii) is or becomes publicly available, through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser; (iv) is independently developed by Recipient; or (v) is required to be disclosed as a matter of law. The parties shall limit access to Confidential Information of the other party to those employees and independent contractors who (i) need such information for the purposes of this EULA; and (ii) have entered into appropriate confidentiality agreements. End-User shall ensure compliance with the terms of such agreements. Confidential Information may be copied and disseminated within the Recipient's own organization only to the extent reasonably required for the purposes hereof. End-User understands and agrees that ConPDS shall suffer irreparable harm in the event of a breach by End-User of its obligations herein and that monetary damage shall be inadequate to compensate ConPDS for such breach. Accordingly, End-User agrees that, in the event of a breach or threatened breach of this EULA, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity, ConPDS shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or restrain any such breach without the posting of a bond. If End-User provides any suggestions, enhancement requests, or other feedback about the Software to ConPDS, ConPDS may use and modify it without any restriction or payment.

DISPUTE. Promptly following a written notice of dispute from one party to the other regarding a dispute that arises pursuant to the terms of this EULA, management of both parties will meet with each other and endeavor in good faith to resolve the dispute. If management cannot resolve the dispute, the dispute will be escalated to executive management for a further good faith effort at resolving the dispute. If the parties fail to settle the dispute via the escalation procedure described above, the parties will investigate the possibilities of submitting the dispute to mediation or arbitration before starting litigation. Any litigation will be as set forth in the section 'APPLICABLE LAW' of this EULA. Any mediation or arbitration requirements will not be applicable to a claim for injunctive or other equitable relief.