

License Terms for m-navigator

1. Use

- 1.1. These terms regulate any use of Intersolia Denmark A/S' internet based IT-system m-navigator.
- 1.2. The relations between Intersolia Denmark and the customer are governed only by these terms and written agreements between the parties.
- 1.3. Intersolia Denmark services and products are described on Intersolia.com/da and updated regularly.

2. License to m-navigator

- 2.1. By the signing of a license agreement with Intersolia Denmark for the use of m-navigator the customer is granted a non-exclusive and time limited license to use the system on these terms. This right of use applies only to employees of the customer, including employees in subsidiary companies owned by the Customer.
- 2.2. M-navigator including programs and source codes are copyrighted products owned by Intersolia Denmark A/S.
- 2.3. Any form of copying, lending or reproduction of m-navigator including programs and source codes are illegal and constitute a major breach of the terms of the license agreement and will lead to immediate closure of access to the system and the termination of all contracts with Intersolia Denmark without notice.
- 2.4. The subscription is binding on the customer in the first 36 months after the effective date of the license agreement. Thereafter, the customer may terminate with 12 months' notice to the end of a month.
- 2.5. Intersolia Denmark may at any time terminate the customer's subscription with a 3 months' notice to the end of a month.

3. Support

- 3.1 The license includes technical support to operational problems. Other support is carried out under Intersolia Denmark 's conditions for consultant services.

4. Payment

- 4.1. The subscription fee is charged in advance for the coming calendar year calculated according to the number of employees by the end of the previous year. If the subscription agreement is entered during a year, the first fee is calculated proportionately for the period from the effective date to the following month based on the number of employees on effective date.
- 4.2. If the number of employees at the customer increases during the year, the total subscription price is adjusted and the difference charged for the remainder of the year by the end of next month. The fee is not regulated in case of a decrease in the number of employees during the year.
- 4.3. It is the obligation of the customer that the number of employees in m-navigator is always correct and up-dated. Intersolia Denmark may at the cost of the customer request an auditor confirmed statement on the accuracy of this information. Failure to meet these commitments constitutes a material breach and may lead to immediate closure of access to the system and the termination of all contracts with Intersolia Denmark without notice.
- 4.4. The as above calculated subscription fee for the coming year is each year adjusted on January 1st in accordance with the net price index per. November 1st the previous year, at least 2.5% per year.
- 4.5. Payment terms are 8 days from the invoice date.
- 4.6. A charge of 100 DKK per reminder is incurred on late payment. After the third reminder letter the outstanding incl. costs of recovery is handed over to legal collection without further notice. All costs of recovery will be applied to the customer.
- 4.7. After the third reminder all access to the system is closed without notice.

5. Intellectual Property and Data Rights

- 5.1. The full title to all data and records in m-navigator belongs Intersolia Denmark. The recorded data is used for maintenance and development of system only and always in anonymous non- identifiable form.
- 5.2. Intersolia Denmark is not responsible for any infringement of third party intellectual property rights at the customer's use of the system. To the extent Intersolia Denmark is subjected to any action for such infringement, the customer shall indemnify Intersolia Denmark for any loss and all costs.

6. Liability

- 6.1. Each party is responsible for its own actions and omissions in accordance with the law. Neither party is responsible for indirect losses, including loss of production, sales, profits, time or goodwill suffered by the other party.
- 6.2. Intersolia Denmark 's responsibilities to the customer is limited to 100.000 DKK alternatively customer's total payment for 12 months, whichever is lower.

7. Confidentiality

- 7.1. Neither party may convey, use or enable others to use each other's business secrets or other information of whatever nature, unless this is already publicly available.
- 7.2. The parties' confidentiality obligations apply during the term of the agreement and continue indefinitely after its termination, regardless of the reason for the termination.

8. Governing Law and Jurisdiction

- 8.1. The parties' agreement is subject to Danish Law and any dispute shall be settled at the Copenhagen city court of first instance.