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### 3 **ORDERS, FEES AND PAYMENT**

3.3 Governing Terms. All orders submitted by Licensee for the Product, Services or user manuals shall be governed by the terms contained in this Agreement, notwithstanding any additional or different terms which may be contained in any such order.

3.4 Payment and Fees. Licensee shall pay to Neupart the fees set forth in the applicable quotation from Neupart or reseller. All payments shall be made in local currency and are due net 14 days after the date of invoice. Late payments will be assessed an interest charge of 2 % per month.

3.5 Shipping and Taxes. Neupart shall ship the products directly to Licensee in accordance with Neupart's standard policies. Licensee shall pay all freight, shipping and insurance costs. All shipments shall be FOB origin. Licensee shall pay all sales, use, personal property, VAT, excise, withholding or any other taxes that may be imposed based on the license, use or possession of the Products and Services provided under this Agreement.

### 4 **SUPPORT AND TRAINING**

Subject to the payment of all applicable fees, Neupart shall provide technical support to Licensee as described in the support section of [www.neupart.dk](http://www.neupart.dk) or [www.neupart.com](http://www.neupart.com).

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### 7 **DISCLAIMER OF WARRANTIES**

Neupart warrants that, for a period of 1 year from the date of delivery: (i) when used with a recommended hardware configuration, the Product will perform in substantial conformance with the documentation supplied with the Product; and (ii) the physical media on which the Product is furnished will be free from defects in materials and workmanship under normal use.

## 8 CONFIDENTIALITY

- 8.1 In the course of performance under this Agreement, Neupart and Licensee may disclose to each other certain information concerning their inventions, confidential know-how and trade secrets, including methods or concepts utilized therein (“Confidential Information”). Confidential Information shall include the terms of this Agreement. All Confidential Information shall remain the sole property of the disclosing party and the receiving party shall have no interest in or rights with respect to such Confidential Information except as set forth in this Agreement.
- 8.2 The receiving party shall protect the confidentiality of the disclosing party's Confidential Information with at least the same degree of care that it utilizes with respect to its own similar confidential information, but in no event less than a reasonable degree of care. Without limiting the foregoing, the parties agree:
- 8.2.1 Not to disclose or otherwise permit any person or entity access to the Confidential Information, except for employees or contractors of the receiving party whose job performance in connection with this Agreement requires access to the Confidential Information and who have signed an agreement obligating the employee or contractor to maintain the confidentiality of the Confidential Information; and
- 8.2.2 To notify the disclosing party promptly and in writing of the circumstances surrounding any suspected possession, use or knowledge of the Confidential Information or any part thereof at any location or by any person or entity other than those authorized by this Agreement.
- 8.3 Nothing in this Section shall restrict the receiving party with respect to information, whether or not identical or similar to that contained in the Confidential Information, if such information:
- 8.3.1 was rightfully possessed by the receiving party before it was received from the disclosing party;
- 8.3.2 is independently developed by the receiving party without reference to the Confidential Information;
- 8.3.3 is subsequently furnished to the receiving party by a third party not under any obligation of confidentiality with respect to such information, and without restrictions on use or disclosure; or
- 8.3.4 is or becomes publicly available through no act or omission of the receiving party.

## 9 EXPORT REGULATION

Licensee acknowledges that the Product may be subject to export regulations. Licensee agrees not export or re-export the Product in violation with such regulations.

## 10 LIMITATION OF LIABILITY

In no event shall Neupart be liable for any incidental, indirect, special or consequential damages whatsoever, including, but not limited to, lost profits or interruption of business, arising out of or related to this agreement or for any claim by any third party. Neupart's liability arising under any theory, including but not limited to, contract, negligence or strict liability in tort, shall not exceed DKK 500000 and shall not exceed 10% of the amounts paid by Licensee to Neupart during the 12 month period immediately preceding accrual of the cause of action.

## 11 TERM AND TERMINATION.

- 11.1 Term. This Agreement shall commence on the Effective Date and will continue for successive one (1) year periods, unless terminated by either party giving written notice to the other at least sixty (60) days prior to the renewal date or unless otherwise terminated in accordance with the provisions of this Agreement.
- 11.2 Termination by Neupart. Neupart may terminate this Agreement effective on giving written notice to Licensee in the event of any of the following:

- 11.2.1 Any transfer or assignment of this Agreement without the prior written consent of Neupart;
  - 11.2.2 Failure by Licensee to comply with the terms of any license granted herein;
  - 11.2.3 Licensee becoming insolvent or committing any act of bankruptcy; or
  - 11.2.4 Failure by Licensee to make any payment due hereunder or breach by Licensee of any other material term of this Agreement, provided that any such failure or breach is not cured within thirty (30) days after written notice by Neupart.
- 11.3 Termination by Licensee. This Agreement may be terminated by Licensee effective on giving written notice to Neupart in the event that Neupart breaches a material term of this Agreement, provided that any such breach is not cured within thirty (30) days after written notice by Licensee.
- 11.4 Post-Termination Obligations. In the event of any termination or expiration of this Agreement:
- 11.4.1 Licensee shall pay to Neupart all fees and other amounts due to Neupart at the time of such termination;
  - 11.4.2 Licensee shall immediately return to Neupart all Product and all copies thereof;
  - 11.4.3 All licenses to Licensee shall immediately terminate; and
  - 11.4.4 All Sections of this Agreement that by their nature should survive shall survive termination of the Agreement.

## 12 GENERAL PROVISIONS.

- 12.1 No Assignment. Neither this Agreement nor any licenses granted hereunder may be assigned or transferred, in whole or in part, by Licensee, whether by operation of law, or otherwise, without the prior written consent of Neupart.
- 12.2 Force Majeure. Neither party shall be liable for any failure or delay in performance due to causes which are beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authority, fire, epidemic, flood, earthquake, riot, war, failure of telecommunications lines, lack of Internet access, sabotage and governmental action; provided that the delayed party, 1) gives the other party written notice of such cause promptly; and 2) uses reasonable efforts to correct such failure or delay.
- 12.3 No Waiver; Severability. No term of this Agreement shall be deemed waived, and no breach consented to unless such waiver or consent is made in writing and signed by both parties. If any term of this Agreement is held to be invalid or unenforceable, then the remaining provisions shall remain in full force and effect. The parties will renegotiate in good faith any such invalidated term.
- 12.4 Relationship of the Parties. Nothing in this Agreement shall constitute the parties as partners, joint venturers or agents for the other. No party shall have any authority to bind the other legally or equitably by contract, admission, acknowledgement, undertaking or in any other manner
- 12.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, understandings and negotiations related to the subject matter herein. This Agreement may not be changed or modified in any way subsequent to the date of execution hereof except in writing signed by both parties.
- 12.6 Costs, Expenses and Attorneys' Fees. If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses and attorneys' fees, incurred by such prevailing party in connection with such action or proceeding.
- 12.7 Governing Law and Choice of Forum. The official text of this Agreement shall be in the English language, and such English text shall be controlling in all respects, notwithstanding any translation hereof required under the laws or regulations of the Territory. This Agreement shall be governed and construed in accordance with the substantive laws of Denmark, without reference to conflict of laws principles and excluding the United Nations

Convention on Contracts for the International Sale of Goods. Any legal action or proceeding arising out of or in connection with this Agreement shall be brought solely in the courts of Copenhagen, Denmark and may be brought in no other forum. The parties hereby submit for all purposes to the jurisdiction of each such court.

- 12.8 Notices. Any notice required or permitted under this Agreement shall be given in writing to the other party at the address set forth above and shall be deemed given when 1) sent by certified mail, return receipt requested; 2) sent by facsimile, with confirmation receipt; or 3) sent by recognized international courier service. Notices to Neupart shall have a copy sent to: Neupart A/S, Hollandsvej 12, DK-2800 Lyngby, Denmark or to Facsimile No. +45 70 25 80 31.

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