Program Licence Agreement

ERP Program name: _____
License name for Dynamics AX or NAV ERP-system

ERP Serial no.:   _____
License serial number for Dynamics AX or NAV ERP-system

Between

Licensee: _____

Address: _____

   _____

   _____

Contact name: _____

Contact e-mail: _____

Telephone: _____

Fax: _____

And

Intoint ApS
Corp. ID no. 2630 9417
Hvedevangen 13
DK-3400 Hillerød

1. Definitions

1.1. Licensee
The person or undertaking that has acquired and paid for the right to use the Program.

1.2. The Program
Where the term "Program" or "the Program" is used it shall mean the object code and any source code that have been developed by Intoint and for which the Licensee has paid for the right of use.

1.3. Documentation
Any tool for the Program in electronic or written form.

1.4. Serial number
The code that provides the Licensee with access to the Program.

1.5. Intoint
Intoint A/S, Corp. ID no. 26 30 94 17, with subsidiaries.

1.6. Upgrades
Any new versions of the Program that may be offered by Intoint.

2. Intellectual property rights/copyright

2.1.   Intoint shall have full copyright and any other right to the Program.

2.2.   Any disregard of Intoint's rights, including reckless use of the Program that enables the Program to be copied with the user code for a third party, shall be regarded as a breach of these licence conditions.

2.3.   The Licensee or others shall not be entitled to violate or attempt to violate, or change or attempt to change serial numbers related to the Program.

3. Scope of the licence

3.1.   The Licensee is granted a non-exclusive and non-transferable right of use to the Program for the number of users for which the licence has been purchased.

3.2.   The licence shall comprise only the Licensee's use of the Program for the Licensee's own administrative data processing and the Licensee shall thus not be entitled to use the Program for leasing, instructional purposes or service agency business, for example.

3.3.   If the Program has been purchased for use with another program the Licensee shall not be entitled to use the Program for other programs than this Program.

3.4.   If the Program has been purchased for use with another program with a specified number of users the Licensee shall only be entitled to use the Program if the number of users for this other program does not exceed the number of users for which access has been purchased. If the number of users for this other program is increased the Licensee must acquire additional licences for the Program so that the number of users is correct.

4. Software modifications

4.1.   The Licensee shall not be entitled to translate the Program from object code to source code ("reverse engineering").

4.2.   If the Program contains accessible source code the Licensee shall be entitled to change this code.

4.3.   Changing the source code, cf. clause 4.2, shall result in forfeiture of the right of complaint.

5. Copying restrictions

5.1.   The Licensee may only copy the Program and related Documentation, manuals etc. in whole or in part upon written approval from Intoint.

5.2.   The Licensee shall, however, be entitled to make a backup copy of the Program without approval from Intoint.

6. Right of complaint

6.1.   The Licensee shall be under an obligation to inspect and test the Program immediately upon receipt. The Program is a standard product and it falls to the Licensee to ensure that the Program fulfils the Licensee's requirements.

6.2.   If, not later than 6 months after signing the Licence Agreement, the Licensee presents written documentation that the Program does not function in accordance with the Program Documentation on important points and that there are significant errors in the Program, Intoint shall either 1) deliver, free of charge, a new version of the Program that does not contain the error, or 2) remedy the error free of charge, or 3) repay the licence fee actually paid by the Licensee for the Program. Significant error shall mean an error that causes one or more of the Licensee's business functions to be out of service.

6.3.   Remedy of errors shall also include recommendation of workarounds with the effect that the error no longer has a significant impact on the Licensee's use of the Program.

7. Upgrade

7.1.   The upgrade subscription shall be taken out separately and shall be regulated according to separate agreement.

8. Limitation of liability

8.1.   The Licensee shall be solely responsible for choice, installation and use of the Program and for the results of using the Program.
Intoint shall not be liable for any loss, including indirect loss, including but not limited to damage to buildings and equipment, consequential loss, loss of data and loss of profits, costs or damage arising while the product is in the customer's possession. The amount of Intoint's total liability for loss or damage shall in any case, regardless of the circumstances, be limited to the licence fee paid by the Licensee for the Program.

This shall also apply to loss due to defective program function, irrespective of whether Intoint has been notified of the risk of such loss and irrespective of whether Intoint can be blamed for the loss on the basis of negligence or the like.

8.2.   If the Licensee makes modifications or has modifications made to the Program liability for such modifications and any resulting effects shall pass to the Licensee.

9. Force majeure

9.1. **Intoint** shall not be liable for non-fulfilment of its obligations, including but not limited to delay/defects that may be ascribed to conditions beyond **Intoint**'s control, such as industrial disputes (strike and lockouts), fire, war, riots, civil unrest, natural disasters, foreign exchange restrictions, public sequestration, import/export bans, interruption of the ordinary traffic, including interruptions or energy supply failure as well as the occurrence of force majeure at subsuppliers.

10. Transfer

10.1. The Program may only be transferred to a third party following written approval by Intoint.

10.2. Furthermore a transfer to a third party may only take place if the third party signs a new Licence Agreement according to which all the Licensee's rights and obligations under this Licence Agreement are transferred to the relevant third party.

10.3. In the event of transfer according to clauses 10.1 and 10.2, the Licensee's licence to the Program shall end.

11. Termination

11.1. Intoint shall only be entitled to terminate this Licence Agreement in the event of breach by the Licensee of this Licence Agreement.

11.2. The Licensee may terminate this Agreement at one month's written notice to Intoint.

11.3. Upon termination of this Agreement, the Licensee's rights under the Licence Agreement shall IA/Se, including the right of use. The Licensee shall not be entitled to repayment of any part of the licence fee paid. In addition, Intoint may demand compensation for any direct or indirect loss suffered by Intoint in accordance with the general law of damages in Denmark.

12. Validity and interpretation

12.1. If any provision in this Licence Agreement is deemed to be invalid, illegal or unenforceable the remaining provisions of the Agreement shall not be affected and the relevant provision shall be changed or rephrased, in so far as this is possible, according to current legislation so as to reflect the original intent according to Intoint.

12.2. Any provision in this Licence Agreement that, by its nature, extends beyond the time when the Licence Agreement terminates shall remain effective and binding on the parties.

12.3. Any acceptance or waiver of any provision or breach shall not be regarded as an acceptance or waiver of any other provision or breach in the future. No omission or delay by Intoint in the exercise of any right or remedies shall be regarded as a waiver of such right.

13. Settlement of disputes

13.1. This Licence Agreement shall be governed by Danish law.

13.2. Any dispute between the parties arising out of this Licence Agreement shall be settled by the Maritime and Commercial Court of Copenhagen.

14. Entry into force

14.1. This Licence Agreement shall enter into force upon signing and subsequent return of document to Intoint.

Signature Intoint   Signature Licensee

_____ _____   _____ _____
Date   Signature   Date   Signature

                 _____   _____
                 Name of signatory   Name of signatory

                                                     Company stamp