

NORRIQ General Terms and Conditions

Contents

1	Scope	1
2	Definitions	1
3	Services	1
4	Offer and placing of orders	2
5	The Customer's involvement	2
6	Fees, expenses and costs	2
7	Change of Services	3
8	Invoicing and payment	3
9	Testing of Services	3
10	Transfer of risk	4
11	Consultants	4
12	Subcontractors	4
13	Warranties	4
14	Intellectual property rights	4
15	Assignment	4
16	Delays and defects	5
17	Duration and termination with or without notice	5
18	Limitation of liability	5
19	Product liability	6
20	Force majeure	6
21	Confidentiality	6
22	Use of references	7
23	Applicable law and venue	7

1 Scope

1.1 These General Terms and Conditions ("General Terms and Conditions") constitute an integral part of the overall contractual basis between the Supplier and the Customer and shall thus apply to any and all agreement concluded between the Parties, regardless of the basis of such agreement.

2 Definitions

The terms and concepts defined below shall apply to these General Terms and Conditions and to any other agreement concluded between the Parties which incorporates or otherwise integrates or directly or indirectly refers to these General Terms and Conditions:

"The Customer" means a legal or natural person who has concluded an agreement with the Supplier on the Supplier's delivery of Services, regardless of the basis on which such agreement has been concluded.

"The Supplier" means NORRIQ Danmark A/S.

"General Terms and Conditions" mean these general terms and conditions which shall apply to all the Supplier's Services, regardless of what basis has been agreed by the Parties for the supply of the Services. The Supplier may update and alter these General Terms and Conditions at any time by notifying the Customer.

"Party" means the Supplier or the Customer.

"The Parties" mean the Supplier and the Customer.

"(The) Services" mean all services that are expressly specified and which the Supplier must therefore deliver to the Customer in compliance with an agreement concluded between the Parties, including hardware, software, consultancy services, maintenance, support or other services.

3 Services

3.1 The Supplier shall deliver the Services to the Customer in compliance with these General Terms and Conditions,

always provided that delivery is made subject to the Customer paying all fees, charges, costs and expenses in the order in which they fall due for payment.

3.2 The Supplier shall be liable only for its own Services and thus not for other Services, inclusive of tasks or obligations which are not explicitly described in writing in an agreement between the Supplier and the Customer. The Supplier shall not be liable in any way for Services, tasks or obligations that are fully or partly delivered or performed by the Customer, the Customer's other contracting parties and/or third parties.

4 Offer and placing of orders

4.1 An offer made to the Customer by the Supplier for the delivery of Services shall be valid for 14 calendar days from the date on which the offer is made, after which period the offer automatically lapses.

5 The Customer's involvement

5.1 The Supplier's delivery of the Services is subject to the Customer's active involvement. The Customer is, for example, obliged to (i) inform the Supplier of all circumstances of relevance to the delivery of the Services, (ii) contribute to planning the work and (iii) make qualified internal resources available to the extent deemed necessary by the Supplier in order for the Services to be delivered as agreed.

5.2 To the extent deemed necessary by the Supplier, the Customer shall at its own expense see to it that the Supplier's consultants are given access to the Customer's IT installations, software and databases in connection with the delivery of the Services. Moreover, the Customer is to make necessary and appropriate IT workstations available to the consultants at the Customer's premises where the Services are to be delivered.

5.3 In the event that the Customer fails to co-operate or otherwise fails to perform its duties, and if this has the effect that the Supplier is unable to perform its obligations and/or if a loss or additional costs are inflicted on the Supplier, the Supplier is entitled to compensation, including compensation owing to any unoccupied consultants at the Supplier who cannot immediately be assigned to other income-generating tasks.

6 Fees, expenses and costs

6.1 All prices and amounts listed by the Supplier are estimates only and shall under no circumstances be deemed binding on the Supplier unless otherwise explicitly agreed in writing.

6.2 Consultancy services are invoiced per commenced ½ hour according to the hourly rate applicable at any time according to the Supplier's Price List.

6.3 The Supplier's Services will be delivered within normal working hours (i.e. between 8.00 a.m. and 4.30 p.m. from Monday to Thursday and between 8.00 a.m. and 4.00 p.m. on Fridays).

6.4 If the Services are to be delivered outside normal working hours, the Supplier is entitled to an additional charge of 50% for the first 3 hours on working days and subsequently an additional charge of 100%. On Saturdays, Sundays and non-working days, a 100% charge will be added from the first hour.

6.5 Travelling, accommodation and other subsistence expenses in connection with the delivery of the Services will be invoiced on the basis of the actual costs defrayed by the Supplier.

6.6 Time used for transport is to be settled on the basis of the distance between the Customer and the nearest Supplier office possessing the required competence to be delivered. If the use of named consultants from other locations has been agreed, the price for transport is to be determined on the basis of the distance between the Customer and the location to which the consultant is primarily attached. Transport prices can be seen from the Supplier's Price List.

6.7 Once annually as per 1 January, the Supplier is entitled to index the current hourly rates already agreed by the percentage change in the Wage Index IT and information services published by Statistics Denmark; such indexed hourly rates shall apply to the calendar year in question. The hourly rates are to be adjusted by the percentage change recorded/registered in the said price index from the first quarter of the previous year compared to the said net price index of the first quarter of the year preceding the previous year – however min. 2%.

6.8 In the event of alterations to the Supplier's agreements with third parties, such as hardware and software manufacturers, the Supplier reserves the right in any case to make a proportional adjustment of the agreed fees for Services (such as hardware and software licenses) which the Supplier acquires from third parties, leaving the Supplier in a position as if such alterations to the Supplier's agreements with third parties had not been made.

7 Change of Services

7.1 Requests for changes are to be handled in compliance with the procedures specified in this clause 7.

7.2 If a Party requests a change, the Supplier is to draft a proposal for changes.

7.3 The proposed change must include: (i) a description of the change of the Services, inclusive of additional works that may have to be supplied, (ii) a specification of the consequences of the change in respect of the Services, (iii) the estimated fee consequences of an implementation of the change of the Services, (iv) the estimated time required for implementing the change and (v) the consequences in respect of applicable time schedules.

7.4 If, after having received a proposal for a change, the Customer accepts this proposal, the Customer is to notify the Supplier thereof not later than 5 calendar days after receipt of the proposal by signing and returning it to the Supplier. If the Supplier receives the proposal for a change signed by the Customer not later than 5 calendar days after the Customer's receipt, the change is deemed to have been accepted by the Parties.

7.5 Neither Party is obliged to accept a proposal for a change.

7.6 If the Customer rejects a change proposed by the Supplier in a proposal for changes, the Customer acknowledges and accepts that such rejection of a change proposed by the Supplier may have a negative impact on the Services, including the Customer's ability to use the Services as contemplated.

7.7 The Supplier is entitled to invoice the Customer on a time basis for the Supplier's drafting of a proposal for a

change and participation in discussions and negotiations to this effect.

8 Invoicing and payment

8.1 All prices are stated in Danish kroner and exclusive of VAT, other public taxes as well as costs of carriage and handling charges.

8.2 The Supplier invoices the Customer upon delivery of the Services.

8.3 Consultancy services will be invoiced every two weeks on a time basis.

8.4 Unless otherwise expressly stated by the Supplier, time spent in connection with the unpacking, setting up, installation etc. of hardware, software or other equipment will be invoiced as consultancy services.

8.5 The terms of payment are the date of invoice plus 14 calendar days. In the event of delay in payment, interest will be charged at the rate of 1.75% per month. Moreover, the Supplier is entitled to suspend and withhold the Services or part thereof in the event of delay in payment or non-payment.

8.6 The Supplier is to be notified of any objections to invoices within 5 calendar days from the date of invoice. Otherwise the invoice is deemed to have been approved by the Customer.

9 Testing of Services

9.1 The Customer is obliged to inspect and test the Services delivered as soon as possible after delivery and to approve such Services in writing or notify the Supplier that the Customer cannot accept the Services or the Services delivered in part. If the Customer fails to submit written and justified objections to the Supplier within 5 calendar days after delivery of the Services or delivery of the Services in part, such Services or Services delivered in part are deemed to have been approved by the Customer.

9.2 When the Customer starts using the Services, inclusive of any parts of the Services, the Customer is deemed in any case to have approved the Services, inclusive of any Services delivered in part, as per the date on which the Customer starts using the Services or the Services delivered in part.

10 Transfer of risk

10.1 The title to the Services passes from the Supplier to the Customer upon delivery of the Services, subject to the Customer's full and final payment to the Supplier of all outstanding accounts, and subject to the provisions stipulated in clause 14 on intellectual property rights. Nothing in this clause 10 or any other provisions shall thus be interpreted as constituting any direct or indirect transfer of title to any intellectual property rights from the Supplier or third parties.

11 Consultants

11.1 In connection with the delivery of Services, the Supplier is entitled to replace any of its consultants whomsoever with other qualified consultants at its own discretion and at any time. Such replacement of consultants may take place without the Customer's consent.

12 Subcontractors

12.1 The Supplier may at any time choose to engage subcontractors in connection with the Supplier's delivery of the Services. Subject to the limitations set out in these General Terms and Conditions, the Supplier is liable for its subcontractors on the same terms and conditions as if the Supplier had provided the Services itself.

13 Warranties

13.1 The Parties warrant that they (i) have full competence and authority to enter into and to perform concluded agreements and (ii) will perform their respective obligations in compliance with good IT practice.

13.2 If the Services include products, equipment and software developed, manufactured and/or acquired by the Supplier from a third party, such parts of the Services will be covered by the warranty that may have been given by the third party in question, including any limitations and exclusions of liability. The Supplier gives no additional warranty in respect of such parts of the Services.

13.3 The Customer itself is responsible for ensuring that the Services are sufficient to meet the Customer's needs, requirements and expectations.

13.4 The risk of loss as a result of accidentally diminished value or accidental loss of the Services passes from the Supplier to the Customer upon delivery of the Services, including parts thereof, to the Customer.

14 Intellectual property rights

14.1 All intellectual property rights to the Services shall belong exclusively to the Supplier, the Supplier's subcontractors or third parties.

14.2 Subject to the Customer's final and actual payment of all fees, costs and expenses, the Customer acquires a non-exclusive, perpetual, royalty-free and non-transferable licence (including through sub-licensing) to use the Services approved by the Customer for the Customer's own internal business purposes with the additional limitations that follow from clause 14.3 below.

14.3 Separate terms and conditions for the Customer's use of the Services may apply to the extent that the intellectual property rights and/or the title to the Services belong to a third party (such as third-party software and/or hardware) or software owned by the Supplier, for which the Supplier has determined or determines separate licensing conditions. In such case the Customer acquires solely the right to use such Services in compliance with the separate terms and conditions determined by a third party or the Supplier at any time, inclusive of licensing conditions for software owned by a third party or by the Supplier.

14.4 The Supplier is entitled to exploit any and all general knowledge, including information technology, ideas, concepts, know-how or techniques obtained by the Supplier in connection with the delivery of the Services. In relation to third parties, the Supplier is thus entitled to develop, manufacture, supply and distribute identical or similar services.

15 Assignment

15.1 Neither the Supplier nor the Customer is entitled to assign rights and/or obligations to any third party without the other Party's prior written consent. Notwithstanding the above, however, the Supplier is entitled, without the Customer's consent, to assign in full or in part any rights and/or obligations to (i) the Supplier's affiliated

companies at any time, (ii) to third parties purchasing all or substantial parts of the Supplier's assets and/or (iii) in connection with a merger, demerger or a full or partial acquisition of the Supplier.

16 Delays and defects

16.1 If delivery is not made in compliance with the delivery times explicitly agreed in writing and if the delay is solely attributable to the Supplier, this constitutes a defect.

16.2 If no specific delivery times have been determined, all delivery times are indicative, and the Supplier assumes no liability for any non-compliance with such indicative delivery times.

16.3 If the Services do not essentially meet the functional requirements for the Services as agreed in writing, and if such non-compliance is solely attributable to the Supplier, this constitutes a defect.

16.4 The Customer is obliged to mitigate any loss which the Customer may suffer as a result of such delays or defects.

16.5 The anticipated breach by the Supplier does not entitle the Customer to claim any remedies for breach.

16.6 At its sole discretion, the Supplier is entitled to (i) take remedial action, (ii) make a replacement delivery, (iii) grant a proportionate reduction and/or (iv) pay a reasonable compensation to the Customer. Moreover, the Customer is subsequently entitled to rely on the defect only if the Service provided by the Supplier is defective and if such defect should not have been detected by the Customer upon delivery. Any complaint shall be made immediately after the defect is detected, although not later than 3 months after the Service has been delivered.

16.7 The remedies for breach set out in these General Terms and Conditions constitute the Customer's sole remedies in the event of any defects in the Services.

17 Duration and termination with or without notice

17.1 Agreements concluded between the Supplier and the Customer remain in force until terminated with or without notice by the Supplier or the Customer in compliance with

the provisions stipulated in this clause 17 or as specifically agreed in writing between the Parties in a separate agreement.

17.2 Agreements concluded between the Supplier and the Customer may be terminated by the Supplier at 30 days' written notice and by the Customer at 90 days' written notice, unless otherwise explicitly agreed in writing.

17.3 The Customer is to pay all fees for Services delivered and expenses accrued according to an agreement with the Supplier until expiry of the terminated agreement, regardless of the reason for the termination.

17.4 A Party is entitled to terminate an agreement without notice as a result of a material breach by the other Party, if such material breach has not been remedied within 30 days after a notification to this effect by the Party not in breach. The Customer's delay in payment by more than 10 days after the date of maturity stated in the invoice always constitutes a material breach which entitles the Supplier to terminate the agreement without notice.

18 Limitation of liability

18.1 The Parties incur liability in damages in compliance with the general rules of Danish law subject to the limitation and exclusion of liability stipulated in these General Terms and Conditions.

18.2 Neither Party is entitled to claim damages for indirect loss or consequential damage, regardless of whether the Supplier, the Customer or a third party suffers such indirect loss or consequential damage. Loss of business opportunities, loss of profit, loss of goodwill, loss of data, inclusive of loss in connection with data recovery, loss of interest and any penalty paid to a third party shall always be deemed to constitute indirect loss/consequential damage. The Customer's non-payment of fees, however, is deemed always to constitute a direct loss for which compensation may be claimed.

18.3 The Supplier shall under no circumstances be liable for defects, delays, non-performance of obligations or for other circumstances under agreements concluded between the Supplier and the Customer if they are caused in full or in part by (i) the Customer's negligence or breach

of these General Terms and Conditions and/or the Parties' other agreements, (ii) the Customer's other suppliers or another third party related to the Customer, (iii) the Customer's use of the Services in any other way than contemplated, (iv) computer viruses, hacking, trojan horses, spy ware, interference with technical protection measures originating from sources other than the Supplier, (v) fortuitous events for which the Customer bears the risk and (vi) losses covered by an insurance taken out by the Customer or in favour of the Customer.

18.4 The Supplier's total liability for claims under an agreement, inclusive of damages, penalty and/or repayment of fees already paid, is also limited to an amount equalling the total fee paid by the Customer for the Services that have not been delivered in compliance with a specific agreement. The Customer cannot raise any claim in respect of such parts of the Services as have been performed in compliance with an agreement made by the Parties to this effect.

18.5 The above limitations of liability shall apply regardless of the basis of such limitations and shall cover claims based on negligent actions (both simple and gross negligence), strict liability, breach of warranty, penalty, agreed penalty and/or damages for punitive reasons.

18.6 If the Services include software, hardware and/or other equipment developed, manufactured and/or acquired from a third party, the limitation and exclusion of liability set by such third party shall apply to these parts of the Services. Such limitation and exclusion of liability apply in addition to the exclusion and limitation of liability set out in these General Terms and Conditions.

18.7 If the Supplier's Services are fully or partly of the nature of the hiring of consultants, in-sourcing of resources, body shopping etc., the Supplier is not obliged to achieve a certain result, but must only see to it that the consultant possesses the agreed general qualifications. The Supplier shall thus not be liable for the consultant's acts or omissions and shall consequently not be liable for any defects and consequential loss attributable to the consultant's work which are inflicted on the Customer or third parties.

19 Product liability

19.1 The Supplier is liable in damages for product liability in compliance with the general rules of Danish product liability law, subject, however, to the limitation and exclusion of liability specified in clause 18. Moreover, the Supplier's total liability for all claims relating to product liability under an agreement may never exceed the total fee which the Customer has paid for the Services resulting in the product liability claim according to the agreement in question or DKK 100,000, whichever is the lowest amount.

19.2 To the extent that the Supplier may incur product liability towards any third party, the Customer is obliged to indemnify the Supplier for any amount paid to such third party in excess of the limitation and exclusion of liability set out in clause 18 and in this clause 19.

20 Force majeure

20.1 Neither Party may be held liable for any delay or non-performance of obligations (except payment of fees, however) caused by force majeure, including but not limited to war, disturbances, riots, general strike, fire, natural disasters, foreign exchange restrictions, import or export bans, disruption of ordinary traffic and communication, disruption of the energy supply or faulty energy supply, delivery problems at subcontractors, long-term illness of key consultants, comprehensive computer virus or force majeure incidents at subcontractors.

20.2 In the event of force majeure, the affected Party shall notify the other Party of the force majeure situation as soon as possible. If the force majeure situation has lasted for more than 60 calendar days, either Party may choose to terminate, with immediate effect, the agreement affected by the force majeure situation.

21 Confidentiality

21.1 A Party is obliged to handle received information in confidentiality and shall not use such information for purposes other than in connection with the delivery of the Services without the other Party's prior written consent. A Party shall not disclose confidential information received by such Party to any legal or natural persons other than such Party's employees, consultants,

advisers and representatives who are involved in the delivery of the Services.

21.2 Regardless of whether otherwise specified in this clause 21, confidential information shall not include information (i) that has already been published without this constituting a breach of this confidentiality obligation, (ii) that has been received from an independent third party without this constituting a breach of any confidentiality obligation or (iii) in respect of which the receiving Party is able to demonstrate that the Party itself has developed the information prior to disclosure thereof.

21.3 Regardless of whether otherwise stipulated in this clause 21, the confidentiality obligations shall not apply to the extent that a Party is ordered or will be ordered to disclose confidential information (i) by a final court ruling delivered by a competent court of law or (ii) by statute; it should be noted that, if possible, the Party is first to notify the other Party of this obligation and subsequently, upon request, to allow such other Party to make objections to this obligation where this may be appropriate. Regardless of the above provisions, a Party is obliged, in connection with disclosure, to notify the other Party of such disclosure without undue delay.

21.4 Termination of an agreement with or without notice shall not in any way whatsoever affect a Party's confidentiality obligation or restricted use of confidential information received from the other Party as specified herein.

21.5 In addition to all other obligations specified in this clause 21, the Parties are each obliged to take such sufficient security measures as may be necessary with a view to protection of confidential information against unauthorised access, disclosure, use and/or misappropriation.

21.6 The Parties are obliged to immediately notify the other Party of any and all unauthorised access, use, copying or disclosure of confidential information of which a Party may become aware and shall endeavour to bring such unauthorised access, use, copying or disclosure to an end and shall provide any such form of reasonable assistance as the other Party may request in this respect.

22 Use of references

22.1 When the Parties have concluded an agreement under which the Supplier is to deliver Services to the Customer, the Supplier is entitled - in the context of references, on its website and in relevant marketing material - to use the Customer's name and logo. The writing of a proper reference story requires the involvement of and approval by the Customer in each single case.

23 Applicable law and venue

23.1 These General Terms and Conditions as well as agreements concluded between the Parties shall be governed by and construed in accordance with Danish law, excluding, however, (i) any rules on conflicts of law and (ii) the UN Convention on Contracts for the International Sale of Goods ("CISG"), which shall not apply.

23.2 Any dispute between the Customer and the Supplier shall to the greatest extent possible be referred to the Supplier's and the Customer's executive officers respectively who will jointly attempt to resolve the dispute. If a Party finds that the Parties' executive officers are unable to resolve such dispute, the dispute shall be brought before and settled by the Court of Glostrup.