

License Rental Agreement

for QualiWare software (hereinafter called the "Program")
from QualiWare ApS (hereinafter called the "Licensor")

1. The Extent of the License

- 1.1. For the Term of the Rental, the Licensor grants a non-assignable, non-transferable and non-exclusive licence to the Licensee to use the Program for the number of defined users included in the Licence. "Term of the Rental" means the period in which the Licensee has rented and is paying for the use of the Program. Licensee is entitled to transfer the license to any Affiliate of Licensee provided such company signs this License Rental Agreement. "Affiliate of Licensee" means any company directly or indirectly controlled by Licensee. Included in this term are only such other companies in which Licensee or any of its affiliates controls more than 50% of the shares entitled to vote for the election of directors. The inclusion is subject to a notice in writing to Licensor specifying such other company.
- 1.2. Furthermore, Licensee has the right to use all written documentary material, manuals etc. in connection with the Program.
- 1.3. The Licensee's right to use the Program is personal and solely for the Licensee's own internal data processing operations (not for commercial time-sharing, rental or service bureau use), and the Licensee is therefore not allowed to transfer, assign, sublicense or deliver the Program to a third party without the prior written consent of the Licensor.
- 1.4. A special authorization to use the Program for external data processing operations can be obtained by the Licensee from the dealer with whom the Licensee has been in contact or from the Licensor.

2. Copying of the Program

- 2.1. The Licensee is not allowed to copy the Program and documentary material, manuals etc. connected to the Program, neither completely nor partly without prior written consent of the Licensor.
- 2.2. The Licensee has the right to take a backup copy of the Program necessary for the use of the Program, but the Licensee is not allowed to take any other copies. Documentary material, manuals etc. are not to be copied. The backup copy is only to be used by deterioration or destruction of the original Program and the use is subject to the Licence Rental Agreement.

3. Adjustments

- 3.1. The Licensee shall not translate, adapt, arrange and/or alter the Program or reverse compile the whole or any part of the Program from object code into source code save as may be authorized by laws of Denmark.
- 3.2. If the Licensee makes adjustments either by himself or by a third party, the Licensee then has the entire responsibility for the changes and the consequences hereof in the Program.

4. Copyright

- 4.1. The Licensor has the full copyright of the Program and belonging documentary material etc., which is protected by the Danish Copyright Act.
- 4.2. The Licensee is not allowed to break or change any security codes and the Licensee is not allowed to change or delete any information in/on the Program entered by the Licensor concerning copyrights, trademarks etc.
- 4.3. The Licensee is bound to observe precautions that ensures that the Program and belonging documentary material, manuals etc. are kept confidential towards companies or persons that are not to be regarded as the proper concerned pursuant to the Licence Rental Agreement.

5. Transfer

- 5.1. Except for the transfer to Affiliate of Licensee, cf. paragraph 1.1 the Licensee is not allowed to assign, transfer, deliver, hire out, lend or in any other way transfer the beneficial use of the Program to a third party without prior written consent of the Licensor, cf. paragraph 1.3.

6. The Licensee's Choice of Program

- 6.1. The Program is delivered from the Licensor with those functions stated in the documentation for the Program made by the Licensor, and it is the Licensee's own responsibility that the Program meets the Licensee's demands. The Licensor's assistance concerning the choice of the Program is therefore based on information given by the Licensee or by the dealer with whom the Licensee has been in contact with. The Licensee is responsible for both the completeness and the correctness of such information even if these come from the dealer.

7. Correction of Errors

- 7.1. Licensor warrants that the Program works practically as documented and that the Program delivered to Licensee contain no viruses.
- 7.2. The Licensor is committed to correct essential functional errors in the Program, which has to be documented in writing by the Licensee, however, the Licensor does not warrant that the operation of the Program will be uninterrupted or error free or that all Program errors will be corrected.

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- 7.3. The corrections, cf. paragraph 7.2, will be made as fast as possible, however, in accordance with the procedure for correction of errors set out by the Licensor.
- 7.4. The Licensor's obligation to correct errors pursuant to paragraphs 7.2 above shall not apply to the extent that such errors are attributable to incorrect use and/or abuse of the Program and the documentation on the part of the Licensee.
- 7.5. In the event that the Licensee or a third party changes the Program, the Licensor's obligation to provide assistance pursuant to paragraphs 7.2 above shall cease immediately, and the Licensor will renounce all liability for the consequences of the changes of the Program made by the Licensee or third party.
- 7.6. The above stated obligation - for the Licensor to correct errors - is the exclusive remedy with respect to any error in the Program.

8. Maintenance

- 8.1. The Maintenance includes:
Automatic forwarding of correction of error, updates and new versions of the Program, and update of user guide and any other documentation when such is published according to the procedure worked out by the Licensor (hereinafter called "Updating Service"),

Replacement of the Program when accidentally damaged (hereinafter called "Replacement Service").

9. Liability and Limitations of Liability

- 9.1. The Licensor shall in no circumstances - including negligence - be liable to the Licensee for indirect, incidental or consequential damages (including loss of anticipated profit, lost data and their re-establishment, loss of goodwill or any other similar consequential damages) in connection with or arising out of performance of the Program, even if the Licensor has been advised of the possibility of such damages.
- 9.2. The Licensor's liability for damages hereunder shall in no event - irrespective of negligence on the part of the Licensor - exceed the amount received by the Licensor as licence rental fee for the last twelve months under the Licence Rental Agreement that gives rise to the liability.
- 9.3. Licensor is liable for product liability according to the legislation in force at all times, but Licensor does not undertake any liability to a further extent than the liability under the legislation. Any liability based on product liability not laid down by legislation developed according to Danish legal practice is consequently clearly signed away.

10. Indemnity

- 10.1. The Licensor represents and warrants that the Program does not infringe any third-party rights, including patents- and copyrights of any kind.
- 10.2. The Licensor shall indemnify the Licensee for any claims finally settled in court as well as for legal expenses in connection with the processing of cases regarding infringement of third party patents-/copyrights or other intellectual property rights relating to the Program. Licensor is entitled to control the processing of such cases.
- 10.3. The Licensor shall be notified immediately when claims are submitted of the above-mentioned nature, and in such situations Licensor shall be entitled to take legal action - at Licensor's expense - or settle any case out of court in connection with such alleged infringements.
- 10.4. The Licensor shall be entitled to either obtain the right of continued use of the Program or to make Program changes to the effect that such infringement discontinues, or to terminate the Licence Rental Agreement with immediate effect and return the licence fee paid by the Licensee, which is the exclusive remedy in that respect.

11. Force Majeure

- 11.1. None of the parties is responsible towards each other if a force majeure situation is present at one of the parties or at this party's supplier, including war and mobilization, civil troubles, catastrophe of the nature, lockouts, fire, damages of the production apparatus, death of key persons, import and export conditions, and other conditions beyond the control of a party.

12. Breach of Agreement

- 12.1. If the Licensee breaches this Licence Rental Agreement, the licence ceases immediately and the Licensee is committed to return the Program without compensation, including the backup copy and belonging documentary material, to the Licensor. Furthermore, the Licensor is entitled to claim compensation for the direct loss that the Licensor has suffered pursuant to the ordinary rules for compensation according to Danish law.

13. Termination

- 13.1. The licence is given as a per month rental counting every full month or part hereof.
- 13.2. The licence rental can be terminated if one of following situations occur:
 - 1. Rental payment is not paid on time
 - 2. Terms in License Rental Agreement are violated

14. Services which are not included

- 14.1. The subscription does not include:
1. Errors or problems caused by changes made in the Program by other than the Licensor.
 2. Errors or problems caused by hardware, operating system, devices, drivers, applications or others, which is not related to the Program.
 3. Errors or problems caused by errors in connection with the instalment of the Program or if the Licensee has not followed the documentation material, manuals etc. or other written or other instructions given by the Licensor.
 4. Hot-Line service including answering of technical or methodological questions
- 14.2. The Licensor will however provide services in the above stated situations against payment of the Licensor's then current fee per hour for service consultations.

15. Price and Payment

- 15.1. The fee is payable for a 1 month period in advance.
- 15.2. The term of payment is 7 days after the invoice date.

16. Execution of the Updating Service

- 16.1. The User is liable to follow all the Licensor's written instructions concerning installation and use of the Program and Program updates.

17. The Compatibility of the Updates

- 17.1. The Licensor cannot guarantee that the User can use the updates completely without any problems if adjustments have been made in the application logic of the Program.

18. Applicable Law/Jurisdiction

- 18.1. Any dispute that may occur from this License Rental Agreement shall be governed and construed according to Danish law and any such dispute shall be referred to the exclusive jurisdiction and venue of The Maritime and Commercial Court in Copenhagen.
- 18.2. If the subject matter, measured according to ordinary rules for calculation of court fees, exceeds DKK 1 mill., then each party is allowed to institute the case at arbitration by an arbitration appointed by The Danish Arbitration Institute according to the Rules of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration).

Date:

Signed, Licensee: _____