

LICENSE TERMS AND GENERAL TERMS AND CONDITIONS

These License Terms and General Terms and Conditions apply to all TriVision system deliveries.

1. RISK OF LOSS

TriVision carries the risk of loss for the system software until the system has been accepted by Purchaser. Risk of Loss for the system hardware passes to Purchaser at time of installation of the system hardware at Purchaser's location or at the location, which Purchaser has designated for the system.

2. WARRANTY

- a) TriVision warrants that for a period of 12 months after Purchaser has accepted the system delivery, TriVision will undertake remedial action for any malfunction caused by faulty software. Remedial action will take place within normal business hours via Purchaser's VPN connection at no charge (see enclosure 1). If Purchaser has not made a VPN connection or better available to TriVision, then Purchaser shall be liable for the cost of the increased time the alternative remedial action requires of TriVision. In case the remedial action cannot be performed via the internet, then Purchaser shall pay TriVision for the associated necessary travel time as well as travel and lodging expenses to conduct the remedial action at Purchaser's site.
- b) The hardware supplier's warranty for system hardware is passed on to Purchaser.
- c) In case Purchaser returns faulty system hardware to TriVision for repair, then Purchaser carries the costs and risks associated with the shipment. Costs and risks for return shipment to Purchaser is carried by TriVision.
- d) TriVision takes no responsibility for any Purchaser system configuration or function of such equipment with which TriVision's system delivery shall interact.

3. DRAWINGS AND OTHER TECHNICAL DOCUMENTATION

All drawings and other technical documentation including software and reports provided to either party before, during and after the consummation of the agreement between Purchaser and TriVision belongs to the providing party. Drawings and other technical documentation including software cannot be used by the receiving party for purposes other than the intended purpose at the time of provision. The receiving party is not allowed to copy or reproduce any of such received documentation.

4. CONFIDENTIALITY

None of the parties to this agreement have the right without the written consent of the other party to disclose any technical or commercial information to a third party which the other party at the time of the agreement or later have deemed to be confidential.

5. DELIVERY

TriVision shall deliver and install the system at the time and place agreed by the parties. Purchaser shall provide personnel in a timely manner for TriVision to perform such integration tasks, if any, that have to be provided by Purchaser in accordance with the agreement. Additionally Purchaser shall in a timely manner, make personnel available for TriVision system training.

6. DELAY

In case the system delivery is delayed as a consequence of actions or inactions of Purchaser or Purchaser's other suppliers or as a consequence of changes to the agreement, then the agreed time of delivery shall be reasonably extended with respect to the circumstances. Purchaser shall bear the associated costs to TriVision for the delay.

7. EXTRA WORK

In case Purchaser desires to have TriVision provide extra work outside the associated agreement, then such work shall be performed on a time and material basis and in accordance with the then prevailing TriVision rates including such rates that may apply for after hours work. Extra work can only be initiated based on a written purchase order from Purchaser.

8. DEFICIENCIES

TriVision is obligated to remedy any deficiency, which is caused by faulty design or manufacture by repairing the system in accordance with the following stipulations:

- a) TriVision's responsibility is limited to deficiencies, which are caused by using the system in a responsible manner for the intended purpose. TriVision is not liable for deficiencies or errors that are caused by incorrect use, installation or maintenance performed by individuals other than TriVision personnel. TriVision is not liable for deficiencies that are caused by normal wear and tear. TriVision cannot be held responsible for deficiencies, which are caused by actions outside the control of TriVision.
- b) TriVision's responsibility is expressly limited to making the system perform in accordance with the agreement.
- c) TriVision is not responsible for any loss associated with the use of the system be it direct or indirect or any other type of loss or consequential damage whatsoever.
- d) TriVision is not responsible for any damage that may occur in connection with the use of the system, which is outside the scope of use of the system as defined in the agreement.
- e) TriVision is not responsible for any loss or damage that may occur as a consequence of errors or negligence caused by third parties in connection with the execution of this agreement.
- f) TriVision is not responsible for any damage to equipment – delivered by other than TriVision – during tests and service.
- g) In the event that TriVision in spite of the above is held liable, then no damage can be awarded for a sum greater than the value of the sales price in the agreement.

9. FORCE MAJEURE

TriVision shall not be liable for delays or other breaches caused by fire, act of elements, act of war, act of governmental body, strike, accident or any other cause beyond TriVision's control.

In case TriVision is affected by force majeure TriVision shall give notice in writing to Purchaser promptly after the commencement or happening of any such event as is referred to above and the effects of which can reasonably be expected to last for 7 days or more.

TriVision shall in case it is affected by force majeure use commercially reasonable effort to resume performance when the effects of such force majeure have ceased and the agreed timetable shall then be extended accordingly.

10. CHANGES TO THE AGREEMENT

In the event that the parties may agree to changes to the agreement terms, then such changes shall be made in writing by issuing dated and signed documents that clearly describes the exact extent of the changes. However, TriVision has the right to make changes to the agreement hardware specification and the system delivery itself provided Purchaser is notified the contractual specifications are adhered to and that the changes do not have any cost consequences to Purchaser.

11. LICENSE AND LICENSE TERMS AND CONDITIONS

Subject to the due compliance by Purchaser with its obligations under this agreement, TriVision grants to Purchaser a non-assignable, non-exclusive license within the restrictions stipulated in this clause to use the software on the terms and subject to the conditions of this clause.

Purchaser explicitly undertakes:

- (a) not to have any outstanding debts to TriVision
- (b) only to use the delivered software together with the PC delivered under this agreement or such other PC which replaces the original and continues to be used for the original purpose.
- (c) to immediately notify TriVision if it becomes aware of any improper use or disclosure of the software or any TriVision confidential information therein.
- (d) not to reverse engineer the software, and not to copy, allow access to or distribute the software for the benefit of any party other than Purchaser.

The copyrights, trade secret and confidential information rights and other intellectual property rights contained in the TriVision software are and shall remain the sole and exclusive property of TriVision. Purchaser hereby acknowledges and agrees that Purchaser shall have no rights of ownership to the intellectual property rights in the TriVision software and that Purchaser's rights hereunder are the non-exclusive license rights specified in this clause. The license rights hereunder are strictly for the end-use of Purchaser, and not for resale, remarketing or redistribution of any kind.

In the event that Purchaser violates the conditions set forth in this clause 11 or fails to fulfil its duties under any of the provisions stipulated in this agreement, and fails to remedy such situation within fifteen (15) days following written notice from TriVision, the license granted herein shall be revoked immediately and without requirement of any prior notice.

12. SUPPORT, SERVICE AND MAINTENANCE

Purchaser has the option to enter into a support, service and maintenance agreement with TriVision for the system. The content and the extent of the agreement is described in a separate document.

16. LAW AND ARBITRATION

This Agreement is governed under Danish law.

Any dispute or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rule of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration). The place of arbitration shall be Copenhagen. The Arbitration Tribunal shall consist of 3 arbitrators. The language of the arbitration shall be English. Each party shall appoint one arbitrator and the Institute shall appoint a third arbitrator who shall be the Chairman of the Arbitration Tribunal. If a party has not appointed an arbitrator within 30 days of having requested or received notice of the arbitration, such arbitrator shall be appointed by the Institute.