

CASEWHERE LICENSE AGREEMENT

BETWEEN Globeteam A/S
("Licensor")

AND []
("Licensee")
(the Licensee and Licensor are individually called a "Party" and collectively called the "Parties")



- 1 PREAMBLE
 - 1.1 Whereas:
 - 1.1.1 Licensor has developed the Casewhere Software
 - 1.1.2 Licensor holds all intellectual property rights to the Casewhere Software;
 - 1.2 Now, therefore, in consideration of the premises and the mutual provisions of this Agreement, the Parties hereto agree as follows:
- 2 SCOPE
 - 2.1 This Agreement and any possible Casewhere Maintenance Agreement and/or Casewhere Support Agreement and/or Casewhere Consultancy Agreement regarding the Casewhere Software constitute the entire agreement between the Parties. In case of discrepancy between these agreements, this Agreement shall take precedence.
- 3 GRANT OF LICENCE AND RESTRICTIONS ON USE
 - 3.1 Licensor hereby grants to Licensee a non-exclusive, non-transferable and non-assignable license to use the Casewhere Software.
 - 3.2 The grant of license only applies to the legal entity of Licensee and does thus not cover any group company or other affiliate of Licensee. The grant of license also only applies to applications fully owned by the legal entity of the Licensee. The grant of license does not in any way give Licensee the right to resell the Casewhere Software or any parts of it. This applies to any type of product or service the Customer may deliver: e.g. both stand-alone products and/or bundled products or the like.
 - 3.3 The grant of license in provision 3.1 also applies to patches and associated documentation to the Casewhere Software subject to possible terms set forth therein.
 - 3.4 Licensee may not, unless explicitly permitted in mandatory regulation, or unless necessary for the legitimate use of the Casewhere Software:
 - 3.4.1 Copy the Casewhere Software to any computers, servers, hosting systems or similar not covered by a valid license;
 - 3.4.2 Reverse Engineer or attempt in any manner to decompile the source code of the Casewhere Software;
 - 3.4.3 Rent, lease, sub license or copy or transfer the control of the Casewhere Software to an entity not covered by a valid license.
- 4 TERM OF LICENCE
 - 4.1 This Agreement shall be effective as of the date of execution by both Parties and continue until terminated by either Party in accordance with provision 6.
- 5 PAYMENT
 - 5.1 Licensee shall as part of this Agreement pay a license fee for the use of the Casewhere Software.
 - 5.1.1 For Perpetual Licenses, Licensee shall pay a one-time fee for the Software License.
 - 5.1.2 For Subscription Licenses, Licensee shall pay a license fee for a minimum period covering 36-month unless otherwise agreed. Unless terminated as per provision 6.1 the Subscription License is thereafter on a yearly basis automatically renewed for another 12-month period.
 - 5.2 In case of late payment interest of 2% a month is calculated. If Licensee pays invoices untimely, Licensor is entitled to suspend its services and revoke all licenses included in the Agreement until full payment has taken place except where Licensee has presented reasonable justified objections to an invoice or part hereof. Licensee is furthermore required to compensate Licensor for reasonable and statutory additional costs and losses caused by any justified suspension of the services.
- 6 TERMINATION
 - 6.1 Unless otherwise agreed each Party may terminate this Agreement with 6 months written notice of intent to terminate the Agreement. Licensee is not entitled to any refund or discount.
 - 6.2 The Agreement may be terminated immediately by Licensor if Licensee fails to pay due payments according to section 5 later than 30 days after due time of payment.

- 6.3 Each Party shall have the right to terminate this Agreement and the license granted herein, with thirty (30) days written notice of intent to terminate this Agreement, if one of following events occurs:
- 6.3.1 One of the Parties fails to fulfill any of its material obligations and the addressed Party does not remedy the violation within thirty (30) days written notice.
- 6.3.2 The other Party enters into bankruptcy, or has an official receiver appointed, or passes a resolution for voluntary liquidation or ceases trading.
- 6.4 Upon termination of the Agreement for any of the above reasons, the Licensee shall cease the use of the Casewhere Software immediately.
- 6.5 Upon termination of the Agreement for any of the above reasons each of the Parties shall within ten (10) days thereof return to the other Party or destroy all relevant material received from the other Party.
- 7 GATHERING OF INFORMATION
- 7.1 Licensee hereby grants Licensor the right to gather information from Licensee's IT-system via the Casewhere Software, patches and updates in order to update and improve the Casewhere Software and to ensure that the Casewhere Software is only used in accordance with the Agreement.
- 8 REFERENCES
- 8.1 Casewhere shall be entitled to ethically and loyally use Licensee as a reference for marketing purposes.
- 9 AUDIT
- 9.1 Licensor shall at any time with eight (8) days notice have the right to inspect the premises of the Licensee and all and any computers where the Casewhere Software is or is believed to be installed in order to ensure the use of the Casewhere Software is in accordance with this Agreement.
- 9.2 If the result of the inspection shows that Licensee's use of the Casewhere Software is not in accordance with this Agreement, Licensee shall pay any and all costs in connection with the inspection and such additional License fees which the unlicensed use would have entailed, had it been in accordance with the Agreement or Licensor's normal licensing terms.
- 9.3 If the Licensee denies the Licensor or its representative access to undertake an inspection the Licensor shall be entitled to terminate the use of the Casewhere Software without notice and claim damages.
- 10 WARRANTIES
- 10.1 Licensor represents and warrants that it has no actual knowledge that the Casewhere Software infringes any valid rights of any third party.
- 10.2 Licensor warrants for a period of thirty (30) days that the Casewhere Software will in all material aspects conform to the documentation provided by Licensor to Licensee.
- 10.3 The warranty provided for herein is in lieu of all other warranties, expressed or implied, that may arise either by agreement between the Parties or by operation of law, including the warranty of merchantability or fitness for a particular purpose.
- 11 REMEDIES
- 11.1 Licensee's exclusive remedy for any defect in the Casewhere Software or any claim by Licensee under this Agreement for which Licensor is responsible and Licensor's sole obligation under provision 10 will be at the exclusive choice of Licensor to correct, in a reasonable time period, the error or defect in the Casewhere Software where the Casewhere Software does not perform substantially in accordance with the documentation, or, replace the Casewhere Software, or to refund Licensee a proportional part of the license fee which in the sole opinion of Licensor corresponds to the value of the defunct Casewhere Software or documentation.
- 12 LIMITATION OF LIABILITIES AND INDEMNIFICATION
- 12.1 Licensor's total liability (whether in contract, tort or any other theory of liability) arising out of or in connection with this Agreement, the Casewhere Software, any output of the Casewhere Software or failure of the Casewhere Software to operate in accordance with applicable documentation, the provision of or failure to provide any Casewhere Software maintenance or other services or activities hereunder shall be limited to the amount of the discounts or fees paid in the twelve (12) months prior to the date of the claim. No action arising out of or in connection with this agreement may be brought by Licensee more than twelve (12) months after the occurrence of the event giving rise to the cause of action.
- 12.2 To the maximum extent permitted by applicable law, in no event shall either Party be liable to the other for special incidental indirect, consequential or other similar damages (including any damages resulting from loss of use, loss of data, loss of revenues or profits or loss of business), increased expenses of operation or the claims of third parties arising out of or in connection with this agreement, (including the performance of any software programs licensed hereunder or either Party's performance of services or activities) or its termination, even if a Party has been advised of the possibility of such damages.
- 12.3 No agent, reseller, representative, employee, affiliate, parent, subsidiary, division, licensee, licensor, successor, assignee or assignor of Licensor shall have any liability whatsoever for any reason of any kind to Licensee or any third party, under this agreement or otherwise.
- 12.4 The provisions of this section constitute an essential and material part of this agreement and Licensor would not enter into this agreement without such limitations.

13 CONFIDENTIALITY

13.1 Licensee recognizes that the Casewhere Software is the proprietary and confidential property of Licensor. Accordingly, Licensee shall not during the term of this Agreement and for additional five (5) years thereafter, disclose or reveal to any third party or utilize for its own benefit other than pursuant to this Agreement, any information provided by Licensor, provided that such information was not previously known to Licensee or to the general public. Licensee further agrees to take all reasonable precautions to preserve the confidentiality of Licensor's Software and shall assume responsibility that its employees will similarly preserve this information against third parties. This provision shall survive termination of the Agreement.

14 SEVERABILITY

14.1 If any provision in the Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision

and such invalid provision shall be deemed to be severed from the Agreement.

15 GOVERNING LAW AND VENUE

15.1 This Agreement shall be governed by, and exclusively construed in accordance with, the laws of The Kingdom of Denmark, not taking into account its provisions that may lead to the application of any other substantial law than Danish law. Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof shall be settled by the ordinary Danish courts.

15.2 Licensee irrevocably submits to the City Court of Copenhagen, Denmark, as the agreed venue in the first instance.

15.3 Notwithstanding the above, Licensor shall at its sole discretion be entitled to initiate proceedings against Licensee in a court of its choice including without limitation in case of non-payment by Licensee, Licensee's infringement of Licensor's intellectual property rights or trade secrets or breach of the Agreement by Licensee.