

MAINTENANCE AGREEMENT

BETWEEN Globeteam A/S  
("Licensor")

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

1. PREAMBLE

1.1. Whereas:

- 1.1.1. Licensor offers maintenance of the Casewhere Software by issuing minor upgrades and major upgrades hereto ("Maintenance");
- 1.1.2. Licensee has purchased the applicable Casewhere Software license and desires to utilize such Maintenance for the Casewhere Software.
- 1.2. Now, therefore, in consideration of the premises, the Parties hereto agree as follows:

2. TERM

- 2.1. This Maintenance Agreement shall be effective as of the date of execution by both Parties and continue, until terminated by either Party in accordance with provision 5.
- 2.2. If the license is for any reason no longer in force, this Maintenance Agreement cannot be extended. Licensee is not entitled to any refund or discount in that connection.

3. MAINTENANCE

- 3.1. This Maintenance Agreement entitles Licensee to receive patches, minor upgrades and major upgrades for the Casewhere Software from Licensor for the specified term.
- 3.2. This agreement grants the Licensee right to any new releases to the Casewhere Software covered by the maintenance agreement. The Licensor will provide maintenance on the licensed software meaning the unmodified, unimproved version of the Current Casewhere Software. The Licensor shall not be obligated to provide migration, installation, testing or support services for any customizations or modifications to the software as part of the Maintenance Fee. Such services may be available from the Licensor for an additional fee. The Licensor may provide maintenance services for the version of the Licensed Casewhere Software immediately preceding the current software release at its sole discretion.
- 3.3. The Licensor will use efforts to correct any failure in the Licensed Casewhere Software to substantially comply with its Documentation ("Errors"), provided such Errors are identified by Licensee in writing, are replicable and

- 3.4. confirmed by Licensor to arise directly from the unmodified Licensed Casewhere Software. Licensor shall provide Upgrades to the standard version of the Licensed Casewhere Software at no additional cost to the Licensee. Any assistance from the Licensor for modification and installation will be charged at list prices. "Upgrades" shall mean updated, upgraded, or revised releases of the Licensed Casewhere Software, which may include Error corrections, and other enhancements that Licensor, at its sole discretion, makes available to Licensee at no additional charge. Upgrades shall not include new releases, which contain substantially new or different functionality, which licenses as separate products or which create at the request of a another Licensee.

4. PAYMENT

- 4.1. Licensee shall pay a maintenance fee for the right to use Maintenance and associated documentation for each 12-month term of the Maintenance Agreement.
- 4.2. 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.

5. TERMINATION

- 5.1. Unless otherwise agreed each Party may terminate this Maintenance Agreement with 6 months written notice of intent to terminate this Maintenance Agreement. Licensee is not entitled to any refund or discount in that connection.
- 5.2. If the Maintenance Agreement is not terminated 6 months before the expiry of the relevant 12 month term, the Maintenance Agreement will automatically continue for a new maintenance term of 12 months.
- 5.3. Each Party shall have the right to terminate this Maintenance Agreement and the license

granted herein, with 30 days written notice of intent to terminate this Maintenance Agreement, if one of following events occurs:

- 5.3.1. One of the Parties fails to fulfill any of its material obligations and the addressed Party does not remedy the violation within 30 days written notice.
- 5.3.2. The other Party enters into bankruptcy, or has an official receiver appointed, or passes a resolution for voluntary liquidation or ceases trading.
- 5.4. This Maintenance Agreement may be terminated immediately by Licensor if Licensee fails to pay due payments according to provision 4 later than 30 days after due time of payment.
- 5.5. Upon termination of the Maintenance Agreement for any of the above reasons each of the Parties shall within 10 days thereof return to the other Party or destroy all relevant material received from the other Party.