

By completing the Lease Contract for Cloud Service you agree to be bound by the Terms of Lease as presented at this web address: <http://www.opusneo.com/workplaceontol.pdf>. This contract together with the Terms of Lease constitutes the agreement between Opus Neo and the customer.

Lease Contract for Cloud Service Ver. 2.5	
Cloud Service Provider:	Opus Neo Slotsmarken 18 DK-2970 Hørsholm VAT: 25 84 13 79 Phone: +45 70271066
Name of Customer:	
Delivery/Cloud Service:	
Cloud Service Basic Functionalities:	
Start date:	
Administrator:	
Administrator phone.:	
Administrator e-mail:	
Costs:	
Invoice Address:	
Terms of Payment:	NET 30 DAYS
Special Conditions:	

I hereby confirm that I have read and understood and are in agreement with this contract as they have been presented to me in this agreement.

Opus Neo

Customer

Date /

Date /

.....  
Jan F. Zeuthen  
CEO

.....

## 1. Introduction

These Terms of Lease together with a signed Lease Contract shall constitute the agreement between Opus Neo ApS (hereinafter referred to as the Supplier) and the Customer and shall govern the use of the Supplier's SaaS solution (hereinafter referred to as CLOUD SERVICE).

For the term of this Agreement the Customer shall be entitled to use the services made available by the Supplier subject to the terms as stipulated in the Lease Contract and this Agreement.

## 2. Scope of delivery

The Customer shall acquire the right of use to one CLOUD SERVICE with basic functions provided by the Supplier upon the commencement of this Agreement. The basic functions are described in the Lease Contract.

## 3. Operations and support

### 3.1 Capacity

Hard disc space for the Customer's data shall be allocated as specified in the Lease Contract per CLOUD SERVICE in accordance with the current price list applicable from time to time with an optional increase of the storage space in line with increasing requirements. Such an increase shall be charged supplementary.

### 3.2 Maintenance of CLOUD SERVICE

Maintenance shall comprise actions ensuring a reliable operational CLOUD SERVICE which is updated with new improvements on a current basis, including, but not limited to system optimisation, faultfinding/correction pertaining to CLOUD SERVICE and upgrading of the CLOUD SERVICE.

To the extent that the updating of CLOUD SERVICE entails a planned suspension of operations, the Customer shall be notified of such a suspension with 7 days' notice so that the users can be informed.

### 3.3 Operation of CLOUD SERVICE

Operation of CLOUD SERVICE comprises the actions required to ensure the daily management of the servers in Data centers which the CLOUD SERVICE is installed. This comprises:

- System administration and monitoring
- Daily back-up of the CLOUD SERVICE

### 3.4 Uptime for CLOUD SERVICE

The SUPPLIER guarantees a Uptime of 99,5% to the CLOUD SERVICE in any calendar month excluding scheduled service windows or not planned emergency system maintenance

Service Windows are scheduled for Weekly Thursday 9PM-10PM GMT.

### 3.5 Support of CLOUD SERVICE

The CLOUD SERVICE includes user instructions in English.

Technical support and remedy of defects via e-mail to support@opusneo.dk shall be made available to the Customer Administrator of the CLOUD SERVICE.

## 4. Security

The servers, from where CLOUD SERVICE is run, are located at the premises of the Suppliers hosting partner IBM Cloud. IBM Cloud services is provided with the following Terms & Conditions and "Service Level Agreement":

<https://www.ibm.com/support/customer/csol/terms/>

The CLOUD SERVICE is a No SQL database architecture with a high security level and advanced access control. The data is existent in No SQL databases and directly in the file system. The Supplier warrants, that modifications of the software do not present a negative influence on the security.

## 5. Fees and terms of payment

The Customer shall pay a subscription fee per registered user in accordance with the Lease Contract. The calculation shall be based on the highest number of registered users in the course of a month.

The Supplier shall invoice the Customer at the end of each calendar month and upon completion of the task. Customer will be invoiced in advance at the frequency and the payment terms set forth in the Lease Contract

Upon overdue payment monthly interest at the discount rate with the addition of 5 percent of the outstanding amount monthly and a reminder fee shall be charged.

The Supplier may currently adjust its prices, and price increases shall be notified with 3 months' prior notice.

## 6. Intellectual property rights

### 6.1 The supplier's rights

The Supplier shall maintain the full copyright to the developed CLOUD SERVICE and additional modules developed for the Customer and shall thus be entitled to use such developments in other contexts, including to produce copies, modify, make adjustments, translate and further develop the developed system. The Supplier may thus effect any commercial use of the developed system, including use the system or parts thereof in connection with the provision of services to a third party.

The Supplier may freely assign the above rights in whole or in part to a third party.

The Supplier's exercise of the above rights shall not entitle the Supplier to exploit material to which the Customer holds all rights and which is included in the developed system. This shall also apply to confidential material and trade secrets belonging to the Customer. In the event that such material or information

is included in the developed system, it must be removed before the Supplier makes the developed system available to a third party.

In the event that the Customer wishes to acquire the sole right to any modules developed specifically for the Customer, for instance, for competitive reasons, the Customer shall inform the Supplier thereof prior to the commencement of the development. The specific terms for the development of such modules shall be agreed between the Customer and the Supplier.

The Supplier may freely use the general knowledge and know-how obtained during the development process for the Customer. This shall not apply to the Customer's trade secrets or additional information, etc. as stipulated in section 10 of the Danish Marketing Practices Act (markedsføringsloven).

## 6.2 Third party rights and third party products

The Supplier warrants that the system developed by the Supplier does not infringe any third party rights, including copyrights.

The Supplier agrees to indemnify and hold harmless the Customer, its officers, directors, shareholders, employees and agents from and against any claims, losses, liabilities, or expenses stipulated by a final decision (including reasonable attorneys' fees and court costs) arising out of infringement or a third party's patent, trademark or copyright unless the Customer's liabilities, losses or damages result from a material breach of this Agreement. Clause 8.2 shall not apply.

To the extent that the system includes any third party products, this includes, in particular, standard software, tools, etc., to which the Supplier does not hold any rights or only restricted rights, the Customer shall solely acquire such right of use and copyright, if any, as may appear from the licence terms for such products. The Customer shall, if required, sign such terms and comply with them. Upon restrictions on the right of use, the copyrights or any other rights, the Customer shall not be entitled to raise any claim against the Supplier in respect thereof.

## 6.3 The Customer's rights

The Customer shall acquire an unrestricted right of use to the delivered CLOUD SERVICE during the term of this Agreement and may freely use the developed solution both within the Customer's company and on the Internet for projects

and tasks which involve other external users such as, for instance, co-operation partners and sub-suppliers to the extent and with the restrictions as stipulated under this Agreement.

#### 6.4 The Customer's services

The Customer warrants that any material delivered by the Customer or the Customer's users may be included in the CLOUD SERVICE, including that the Customer holds the necessary copyrights to text, audio, images, etc. as the Supplier shall not accept any liability in this respect, and the Customer shall clear all rights to such material and ensure that the material be lawful in any respect.

### 7. The Customer's obligations

The Customer shall use the programs and data as prescribed and shall grant the Supplier access to the CLOUD SERVICE in connection with the operations and security checks.

The Customer shall ensure the lawfulness of the material used by the Customer and its users on the delivered CLOUD SERVICE, as well as the Customer's use thereof, including that the Customer's and its users' material is in compliance with the Danish Marketing Practices Act, the Danish Act on Processing of Personal Data (persondataloven) or other trade-specific rules, etc. To the extent that any claim is raised against the Supplier on the basis of material used by the Customer or its users, the Customer shall indemnify the Supplier in all respects.

### 8. Damages

#### 8.1 Liability for damages

The Supplier shall be liable to the Customer for any direct loss incurred the Customer due to the Supplier's lacking, delayed or erroneous performance under this Agreement. Except in cases of intent or gross negligence, the Supplier shall not be liable for the Customer's loss on operations, loss of profits, consequential damage or other indirect losses. The Supplier shall not be liable

for intervention by hacking and any virus infection which might occur in connection with the use of the delivered CLOUD SERVICE.

## 8.2 Limitation of the amount of damages

In addition to the above stipulations, the Supplier's liability shall be limited to constitute an amount corresponding to 50 percent of the subscription fee paid for 6 months, cf. clause 5. If the Customer's term of use constitutes less than 6 months, however, the maximum amount shall constitute 50 percent of the maintenance fee paid.

## 8.3 Loss of data

In cases of errors or defects in the Customer's data caused by circumstances for which the Supplier is liable, the Supplier will assist in replacement delivery of defect-free data, if the Customer can provide the Backup data.

## 9. Force Majeure

Neither Party shall be responsible for circumstances deemed to be force majeure suffered by either Party or its sub-suppliers, this includes, but is not limited to, wars, riots, revolts, general strikes, fires, natural disasters, exchange controls, import and export restrictions, disruptions in common traffic, disruptions or failure of the energy supply.

## 10. Termination of this Agreement

### 10.1 Termination

This Agreement shall be effective until terminated by either Party. The Supplier may terminate this Agreement with 3 months' notice. The Customer may terminate this Agreement with 3 months' notice.

### 10.2 The Customer's right to terminate this Agreement

In the event of repeated or material breach of the Supplier's obligations under this Agreement, the Customer may terminate this Agreement with immediate effect.

Upon invocation of the rule on repeated breach it is a prerequisite that the Customer has forwarded at least two notifications to the Supplier stating that the Customer deems a continued non-performance of the Supplier's obligations to be breach entitling the Customer to terminate this Agreement.

Irrespective of the above stipulations, the Customer may without notice terminate this Agreement and transfer its data to another supplier in the event of the Supplier's bankruptcy, suspension of payments or any corresponding insolvency proceedings. The Supplier shall to the widest possible extent assist the Customer in the delivery/transfer of data.

### 10.3 The Supplier's right to terminate this Agreement

The Supplier may terminate this Agreement in the event that the Customer is in arrears with one month's subscription fee. Prior to the termination of this Agreement, the Supplier must have forwarded at least one notification in writing stating that the Supplier deems the non-performance to be breached, entitling the Supplier to terminate this Agreement.

## 11. Implications of the termination of this Agreement

### 11.1 Termination of rights under this Agreement

Upon the termination of this Agreement the Customer's right to use the programs provided by the Supplier in connection with the delivered CLOUD SERVICE shall be terminated.

## 12. Confidentiality

Upon the signing of this Agreement both Parties shall be obliged to keep secret such information about the other Party and such Party's circumstances as may

come to the Party's knowledge during the co-operation and which due to its nature ought to be kept secret.

### 13. Assignment

Neither Party may assign its rights and obligations under this Agreement to a third party without the prior written consent of the other Party.

### 14. Governing law and venue

Any dispute arising out of or in connection with this Agreement which cannot be settled by negotiation between the Customer and the Supplier shall be settled by the Danish Institute of Arbitration (Copenhagen Arbitration) and settled in accordance with the Institute's Rules of Procedure.

Disputes shall be governed by Danish law.