

License Agreement

Between

Little Beacon Aps
Vestergade 75C
DK-5000 Odense C

CVR nr.31 34 65 76

(hereafter referred to as "LB")

And

Customer / End-user Name

xx

CVR nr. xx xx xx xx

(hereafter referred to as "Licensee")

Section Headings

1.	SCOPE OF LICENSE	3
2.	INTELLECTUAL PROPERTY RIGHTS/COPYRIGHTS.....	4
3.	INFRINGEMENT OF THIRD PARTY RIGHTS.....	5
4.	LIMITED WARRANTY	6
5.	LIMITATION OF LIABILITY	6
6.	EXCLUSION OF LIABILITY	7
7.	FORCE MAJEURE	7
8.	TRANSFER	7
9.	TERMINATION.....	7
10.	VALIDITY AND SEVERABILITY	8
11.	SURVIVAL CLAUSE.....	8
12.	WAIVER.....	8
13.	APPLICABLE LAW AND JURISDICTION	8
14.	ACCEPTANCE	8
15.	U.S. GOVERNMENT RESTRICTED RIGHTS NOTICE	9
16.	OTHER GENERAL TERMS.....	9
17.	DEFINITIONS	10
18.	SIGNATURE	11

1. Scope of the License

1.1 License Grant

1.1.1 LITTLEBEACON hereby grants to the Licensee, a perpetual, non-assignable, non-transferable and non-exclusive right to use the Program at only one site at any one time.

1.1.2 The Licensee is granted the right to use the Program for the following users:

- 1) All Internal Users, including internal users of the Subsidiaries, and
- 2) External Users, but only for the purpose of accessing and modifying the Licensee's data.

Thus, the Licensee shall have no right whatsoever to allow such External Users to use the Program for bookkeeping of their own or other parties' data. Apart from the situations stated in this Clause 1.1.2, the Licensee shall have no right to grant access to the Licensee's or any third party's data by means of the Program.

1.1.3 To the extent that the Licensee permits the Internal Users, including users in Subsidiaries, as stated in Clause 1.1.2, to access and use the Program as stated in Clause 1.1.2, it shall be the sole responsibility of the Licensee to ensure that the stated users do not violate the terms and conditions of this License Agreement, and that the Subsidiaries accept in a legally binding way to be bound by the terms and conditions stated in this License Agreement prior to granting the Subsidiaries access to the Program. Where the Licensee fails to fulfil this obligation, it shall be deemed breach of this License Agreement, and such breach shall entitle LITTLEBEACON to terminate this License Agreement for cause, cf. Clause 9.2.1, and pursue all remedies available to it.

1.2 Functions

1.2.1 The Program is a standard product, and it shall be the responsibility of the Licensee alone to ensure that the functions in the Program fulfil the Licensee's requirements.

1.2.2 The Licensee shall have the right to adjust or otherwise modify the Application Code of the Program to the extent that such adjustment or modification is required for the use of the Program stipulated in this License Agreement, and to the extent that the Licensee has acquired and actually paid for the tools to perform such adjustment or modification where this is required by LITTLEBEACON.

1.2.3 The Program contains a limited version of the mobianalyser, and as such can only be used to analysis of data obtained from devices implemented within the Solution. It is however possible to obtain a full version towards the Program, consult the pricelist for further pricing

1.3 Upgrades

1.3.1 The Licensee can acquire Upgrades to the extent that Upgrades are issued by LITTLEBEACON.

1.3.2 In connection with the implementation of Upgrades, LITTLEBEACON shall not represent or warrant that the Licensee will be able to make full use of any adjustments or other modifications created as components in the Application Code of the Program.

1.4 Permitted Copying

1.4.1 The Licensee shall have the right to make copies of the Program for the following purposes only: 1) copies for archival or backup purposes, 2) one (1) copy for development and test purposes and 3) copies of the Program where, and only to the extent that the right to make such copies is stipulated by mandatory, statutory legislation, and the Licensee shall comply with such legislation in all respects.

1.4.2 The use of the stated copies of the Program is subject to the terms and conditions stated in this License Agreement.

2. Intellectual Property Rights/Copyrights

2.1 LITTLEBEACON or its licensors hold full copyright, title and all and any other rights to the Program. The Program is protected by copyright laws and international treaty provisions. Any disregard of LITTLEBEACON's or its licensor's rights, including inappropriate access to the Program which might render copying of License Files/Codes to the Program possible for third parties, shall be deemed to be a material breach of this License Agreement and shall entitle LITTLEBEACON to terminate this License Agreement for cause, cf. Clause 9.2.1, and pursue all remedies available to it.

2.2 The Licensee shall not break or change any License Files/Codes. Nor shall the Licensee change or remove any marks and/or notices concerning copyright, trademarks or other rights, or references here to stated in the Program or on the medium upon which the Program may have been delivered.

2.3 The Licensee shall not reverse engineer, disassemble or decompile the Program, except where and only to the extent that such operations are permitted according to mandatory, statutory legislation and the Licensee shall comply with that legislation in all respects.

3. Infringement of Third Party Rights

3.1 If a third party objects to the Licensee's use of the Program based on the claim that the use of the Program infringes such third party's intellectual property right (hereinafter referred to as "Infringement Claim"), LITTLEBEACON will defend the Licensee against that Infringement Claim and pay all costs, damages and legal fees that a court finally awards, provided that the Licensee promptly

- 1) notifies LITTLEBEACON in writing of the Infringement Claim as soon as it becomes aware of such Infringement Claim
- 2) allows LITTLEBEACON to fully control the defence and any related settlement negotiations, and
- 3) cooperates with LITTLEBEACON in the defence and any related settlement negotiations by providing LITTLEBEACON with appropriate information and assistance needed for such defence or settlement.

Where the terms and conditions in the preceding Clause under 1) to 3) are not fulfilled, LITTLEBEACON shall in any event be entitled, but not obligated, to defend the Infringement Claim at its expense, and upon notifying the Licensee that it intends to do so, LITTLEBEACON shall be irrevocably authorized by the Licensee, to the extent legally possible, to assume the defence of the legal suit or proceedings brought forward against the Licensee, and may institute proceedings or enter into settlements concerning the Infringement Claim. The Licensee shall provide LITTLEBEACON with appropriate information or assistance for such defence or settlement.

3.2 In the event of an Infringement Claim, LITTLEBEACON shall be entitled to either:

- 1) obtain the continued right for the Licensee to use the Program
- 2) bring the infringement to an end by modifying the Program or replacing the Program with other software which, essentially, possesses the same functions as the affected Program, or
- 3) terminate this License Agreement with written notice and pay to the Licensee an amount equal to the license fee actually paid for the license to the Program by the Licensee.

LITTLEBEACON shall only be obliged to pay the stated amount to the Licensee if the Infringement Claim is actually raised against the Licensee within a period of five (5) years following the date of the Licensee's signature of this License Agreement. If an Infringement Claim is raised against the Licensee after the stated period has expired, LITTLEBEACON shall be entitled to terminate this License Agreement without payment of any amount to the Licensee. The performance of LITTLEBEACON's obligations under this Clause 3.2 shall be LITTLEBEACON's total aggregate liability and LITTLEBEACON's entire obligation to the Licensee as a consequence of all and any Infringement Claims, and the Licensee shall have no other claims against LITTLEBEACON as a result of such Infringement Claim. Upon termination of this License Agreement, the Licensee shall promptly cease using the Program and fulfil the terms and conditions connected to termination as stated in Clause 9.1.1.

3.3 The limited warranty stated in Clause 3.1 and 3.2 is void if the Infringement Claim has resulted from accident, abuse or misapplication. Any modification of the Program by anyone other than LITTLEBEACON voids the foregoing warranty on any portion of the Program modified or affected by such modification.

4. Limited Warranty

4.1 Where the Licensee within a period of six (6) months following the Licensee's signature of this License Agreement provides written documentation demonstrating that the Program does not perform substantially in accordance with its electronic user documentation, and that there is a significant error in the Program, (i.e. an error characterized by the fact that one or more of the Licensee's vital business functions cannot be carried into effect owing to the fact that the error renders the Program inoperable), LITTLEBEACON shall either

- 1) deliver, free of charge, a new version of the Program without the error
- 2) correct the error free of charge or
- 3) return the license fee actually paid for the license to the Program by the Licensee.

The performance of LITTLEBEACON's obligations under this Clause 4.1 shall be LITTLEBEACON's total maximum liability and LITTLEBEACON's entire obligation to the Licensee as a consequence of all and any errors in the Program, and the Licensee shall have no other claims against LITTLEBEACON as a result of such errors. Error correction may also take the form of a statement of procedures or manners of application ("work arounds") whereby the error will have no significant effect on the Licensee's use of the Program. This limited warranty is void if failure of the Program has resulted from accident, abuse or misapplication. Any modification of the Program by anyone other than LITTLEBEACON voids the foregoing warranty on any portion of the Program modified or affected by such modification.

4.2 Other than as provided in Clause 4.1, license is granted to the Program "AS-IS" with no other warranties, representations, obligations of remedy or rights other than those described above. Accordingly, the Licensee shall have no right to raise claims against LITTLEBEACON if the Program contains errors and inconveniences not covered by Clause 4.1.

5. Limitation of Liability

5.1 In no event and no matter the circumstances shall LITTLEBEACON be liable for any loss of anticipated profit, loss of data, damage to records or data or any indirect, special, incidental or consequential damages or loss (collectively "losses") (which for purpose of this License Agreement shall be deemed to include, but not be limited to the loss of Goodwill, or loss as a consequence of any kind of business interruption) arising out of or in connection with this License Agreement or the use or performance of the Program or Services connected thereto even if LITTLEBEACON was advised of the possibility of such losses and regardless of whether the cause of action is in contract or tort. Accordingly, the Licensee cannot claim, demand or seek recovery from LITTLEBEACON for any of the foregoing losses and LITTLEBEACON will not indemnify the Licensee for such claims.

5.2 To the maximum extent permitted by applicable law, LITTLEBEACON disclaims any product liability as a consequence of loss or damage to property which, in view of its nature, is normally intended for commercial use.

5.3 In all and any event, no matter the circumstances, LITTLEBEACON'S total aggregate liability for loss or damage arising out of or in connection with this License Agreement or the use or performance of the Program or Services connected thereto shall not exceed the amount of the License fee actually paid by the Licensee for the license to the Program.

5.4 LITTLEBEACON shall have no responsibility or liability for any adjustments or other modifications in the Program or any Service and Support of the Program performed by the Licensee itself or provided by Third Parties. Further, LITTLEBEACON shall have no responsibility or liability for any defects which are a consequence of external factors, including other Programs, or a consequence of the integration of or interaction between the Program and the Licensee's own hardware and software environments.

6. Exclusion of Liability

6.1 Where any liability has been limited in this License Agreement, such limitation shall have effect to the maximum extent permitted by applicable law. In some Jurisdictions, Mandatory, Statutory Legislation does not allow such exclusion or limitation of liability which may entail that the limitations stated herein do not apply to the Licensee, either whole or in part.

6.2 Except as provided in clause 4, LITTLEBEACON makes no warranties with respect to the Program, any components thereof, or other Goods or Services provided by LITTLEBEACON, express, implied or statutory, oral or written, including but not limited to, the implied warranties of merchantability, against infringement, quiet enjoyment, accuracy of data, system integration, or fitness for a particular purpose.

7. Force Majeure

7.1 Neither party shall be held liable for any damage sustained by the other party as a direct or indirect consequence of the non-performing party being delayed, prevented or hindered in the performance of its obligations under this License Agreement as a result of a force majeure situation. Force majeure situations include war and mobilization, catastrophes of nature, strikes, lock-out, fire, and damage to production plant, import and export regulations and other unforeseeable circumstances beyond the control of the party concerned.

8. Transfer

8.1 By the Licensee

8.1.1 The Licensee shall have no right to sell/rent out/lend or in any other way transfer or assign the right to use the Program or any right or obligation under this License Agreement to any third party.

8.2 By LITTLEBEACON

8.2.1 LITTLEBEACON reserves the right to transfer its rights and obligations under this License Agreement in whole or in part to another company within the LITTLEBEACON Group or a third party.

9. Termination

9.1 By the Licensee

9.1.1 The Licensee shall have the right to terminate this License Agreement with prior written notice of one (1) month to LITTLEBEACON. The Licensee shall not be entitled to a refund of the paid license fee upon such termination. Upon such termination, the Licensee shall promptly cease using the Program and promptly delete and erase and destroy the Program, including all and any copies thereof, unless otherwise stipulated by mandatory, statutory legislation, and the Licensee shall comply with such legislation in all respects.

9.2 By LITTLEBEACON

9.2.1 In the event of the Licensee's material breach of this License Agreement, LITTLEBEACON shall have the right to terminate this License Agreement immediately with written notice and shall have all remedies available at law or in equity available to it. In such case, the Licensee shall immediately cease using the Program and promptly delete, erase and destroy the Program, including all and any copies hereof as stated in Clause 9.1.1. In the event of termination under this Clause, LITTLEBEACON shall have no obligation to refund any paid license fees whatsoever.

10. Validity and Severability

10.1 If any provision of this License Agreement is held to be illegal, invalid or unenforceable, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, so as to reflect the original intent of the parties, and such provision shall not affect the legality and validity of the other provisions.

11. Survival Clause

11.1 Any terms of this License Agreement which, by their nature, extend beyond the day this License Agreement comes to an end shall remain in effect and thus bind the parties.

12. Waiver

12.1 If either party does not exercise, or delays exercising, a right or remedy provided by this License Agreement or by law, that failure or delay will not amount to a waiver of that right or remedy by that party. The fact that a party does exercise a right or remedy provided by this License Agreement or by law does not prevent that party from exercising that right or remedy again, or exercising another right or remedy.

13. Applicable Law and Jurisdiction

13.1 This License Agreement shall be in all respects governed by the laws of the Denmark, EMEA without reference to its conflicts of laws. Except as stated in Clause 13.2 each party submits to the exclusive jurisdiction of the courts Odense, Denmark and each party expressly waives any and all rights to bring any action in or before any court other than those of Odense Denmark. Each of the parties expressly waives any and all objections such party may have to venue, including, without limitation, the inconvenience of such forum, in any of such courts.

13.2 Clause 13.1 does not prevent LITTLEBEACON from seeking or obtaining injunctive relief or other extraordinary relief in any courts with jurisdiction. To the extent permitted by applicable law, LITTLEBEACON may take concurrent proceedings for injunctive relief in any number of jurisdictions.

14. Acceptance

14.1 By signing this License Agreement, the Licensee hereby expressly accepts that any customer-specific information received by LITTLEBEACON on the basis of the contractual relationship regulated by this License Agreement, i.e. concerning the Program, including Serial No., Nace Code, Name of Licensee, Address, Tel. No., Fax No., E-mail Address, URL, Contact Name and the name of the Licensee's supplier, may be used internally within the LITTLEBEACON Group only for the purpose of internal administration of the license to the Program.

15. U.S. Government Restricted Rights Notice

If the Licensee of the Program is a unit or an agency of the United States Government, the terms of this Clause apply.

15.1 For civilian agencies:

The Programs

- (i.) were developed at private expense; are existing computer software and no part of them were developed with government funds.
- (ii.) are a trade secret of LITTLEBEACON for all purposes of the Freedom of Information Act.
- (iii.) are commercial items and thus, pursuant to Section 12.212 of the Federal Acquisition Regulations (FAR), the Government's use, duplication or disclosure of the Programs is subject to the restrictions set forth in LITTLEBEACON's standard commercial license agreement incorporated into the contract or purchase order between LITTLEBEACON and the U.S. government agency.
- (iv.) in all respects are proprietary data of LITTLEBEACON, and
- (v.) are unpublished and all rights are reserved under the copyright laws of the United States.

15.2 For units of the Department of Defence:

The Programs are commercial computer software (and commercial computer software documentation), and pursuant to DFAR § 227.7202, use duplication or disclosure of the Programs is subject to the restrictions set forth in LITTLEBEACON's standard commercial license agreement incorporated into the contract or purchase order between LITTLEBEACON and the U.S. Government agency. In the event any technical data are not covered by these provisions, it shall be deemed "technical data - commercial items" pursuant to DFAR § 252.227-7015(a). Any use, modification, reproduction, release, performing displaying, or disclosing of such technical data shall be governed by the terms of DFAR § 252.227-7015(b).

16. Other General Terms

16.1 Priority - This License Agreement, which the Licensee has received in hardcopy and signed in connection with the Licensee's purchase of the Program, shall be the legally binding version. In the event of any conflict between the contents of this License Agreement and the contents of the said License Agreement implemented electronically in the Program, the License Agreement signed in hardcopy shall prevail.

16.2 Entire Agreement - This License Agreement (together with all Exhibits) set forth the entire understanding between the parties and supersede any and all oral or written agreements or understandings between the parties as to the subject matter of this License Agreement.

16.3 Amendments - This License Agreement may not be amended, modified or superseded, unless expressly agreed to in writing by both parties.

16.4 Independent Contractors - The parties are independent contractors, and this License Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. No party has the power to bind the other or incur obligations on the other's behalf.

16.5 Execution in Counterparts - This License Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument.

16.6 Notices - All notices, requests or other communications required or permitted to be given hereunder shall be sent by registered mail, postage prepaid, facsimile, or electronic mail to the other party at its address set forth below or to such other address as may from time to time be notified by either party to the other. Notices shall be deemed received upon actual receipt.

17. Definitions

17.1 Application Code - Shall mean the code to the application, i.e. the specific functions, forms, tables and reports which form a part of the Program.

17.2 Database - Shall mean an electronic entity upon which the data of the Program are stored.

17.3 Documentation - Shall mean all and any electronic and written aids and specifications developed by LITTLEBEACON in relation to the Program, for which the Licensee has acquired the right of use from time to time, and any descriptions developed by LITTLEBEACON in relation to the Program.

17.4 External Users - Shall mean all third parties for which the Licensee has acquired and paid for the right of use to limited functionality in the Program. Such third parties are persons who or entities which are not Internal Users (such as, but not limited to, the Licensee's customers, suppliers and partners).

17.5 Internal Users - Shall mean employees or contractual workers working for the Licensee or the Licensee's Subsidiaries which have been authorized by the Licensee to use the Program in their work for the Licensee or the Subsidiary, and for which the Licensee has acquired and paid for the right of use to the Program.

17.6 License Agreement - Shall mean this International Program License Agreement issued by LITTLEBEACON.

17.7 License Files/Codes - Shall mean the files/codes which, like a key, open the Program giving the Licensee access to use the Program.

17.8 LITTLEBEACON Group - Shall mean the entity of the LITTLEBEACON companies consisting of LITTLEBEACON, and said company's subsidiaries or associated companies, including any subsidiaries hereof.

17.9 Program - Shall mean those parts of the latest electronic unmodified standard version of LITTLEBEACON's computer software program, including Upgrades and external components and certified solutions which have been integrated and delivered by LITTLEBEACON as a part of LITTLEBEACON's computer software program, for which the Licensee has acquired and actually paid for the right of use from time to time, and any related Documentation.

17.10 Subsidiaries - Shall mean the companies controlled by the Licensee by ownership of more than 50% of the shares or the voting rights in such companies, or holding administrations which part is owned by a group of companies for which the Licensee has acquired and paid for the right of use to the Program, and which have been listed in Appendix A to this License Agreement.

17.11 Upgrades - Shall mean new versions of the Program which LITTLEBEACON may release.

17.12 Applicability of Defined Terms

17.12.1 Where the context so admits, any reference to the singular includes the plural, any reference to the plural includes the singular, and any reference to one gender includes all genders.

17.12.2 In this License Agreement, a reference to a Clause is a reference to a Clause in this License Agreement.

17.12.3 The Headings of this License Agreement are for convenience only and shall not constrain or affect its construction or interpretation in any way whatsoever.

