

END-USER LICENSE AGREEMENT

End-user License Agreement by and between Miracle Q-inspect A/S, having office at Skanderborgvej 232, 8260 Viby J, Denmark and Licensee as stated on Schedule A.

1 Definitions

For purposes of this Agreement the following terms shall have the meanings set forth below:

- 1.1 "Licensee" means a person or entity who acquires Software from Miracle Q-inspect A/S for such person or entity's internal business purposes, and not for sale, resale, lease or any other form of distribution to third parties.
- 1.2 "Software" means the code form of Miracle Q-inspect A/S proprietary software and associated documentation. The specific Software covered by this Agreement is set forth on Schedule A, attached hereto and made a part hereof.

2 Acquisition

- 2.1 *By acquisition of programs listed on Schedule A, Miracle Q-Inspect A/S will save data entered by the user together with the users EMEI no. and IMSI no. for internal use only.*
- 2.2 *According to Danish law the user are entitled to:*
 - *know the information registered*
 - *be inform about the registration*
 - *have his information deleted or edited*

3 Grant of License

- 3.1 Miracle Q-inspect A/S hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive and non-transferable license to install and use the Software. Any assignment of License's interest and rights, other than as described herein is prohibited without prior written consent of Miracle Q-inspect A/S.
- 3.2 Licensee is authorized to use the Software according to the type of license and the number of users paid for specified on Schedule A for Licensee's own business purposes. Licensee is obligated to ensure that the actual number of users does not exceed the number of users paid for. Licensee will not otherwise copy or reproduce the Software; except for disaster recovery ore back-up.
- 3.3 The type of license and the restrictions of installation and use is described on Schedule A.
- 3.4 Except as provided herein, Licensee shall not, directly or indirectly, nor shall Licensee permit others to: copy, duplicate or furnish to others any physical, magnetic or optical version of the Software provided by Miracle Q-inspect A/S; remove any copyright or other notice contained or included in the Software or any material provided by Miracle Q-inspect A/S; or change, modify, reverse engineer, decompile, disassemble or create derivative works from the Software or any other material provided by Miracle Q-inspect A/S: provide, lease, lend, use for timesharing, service bureau or hosting purposes or otherwise use or allow others to use the Software to or for the benefit of third parties, modify, or, except to the extent expressly authorized herein, incorporate into or with other software or create a derivative work of any part of the Software, disseminate information or analysis (including, without limitation, benchmarks) regarding the quality or performance of the Software from any source, and: use the output or other information generated by the Software (including, without limitation, output describing the structure of a software program) for any purpose other than use by the Software in accordance with its specifications.
- 3.5 More than one Schedule A may be incorporated into this Agreement and each Schedule A together with the terms and conditions of this Agreement shall constitute a separate Agreement which is independent from other Schedule A as incorporated into this Agreement.

4 Charges, Fees and Payment

- 4.1 License fees under this Agreement are specified on Schedule B. The license fees include the right for Licensee to receive patches, error-corrections and upgrades within the License Period. The License fees does not include any consultancy services or other services of any kind, neither are new versions of the Software included in the License Fee. All fees and prices on Schedule B is excl. VAT.
- 4.2 Licensee shall pay an Initial License fee and a Yearly subscription fee. The Yearly subscription fee is calculated as 30% of the total Initial License fee, and paid in advance for a Period of 12 months.
- 4.3 *From the date of signed the contract the license user will have 14 days to pay the fee. Should the license user fail to pay the fee within this period, the conditions of 4.4 will be activated.*
- 4.4 **Licensee shall make all payments hereunder to Miracle Q-inspect A/S within 7 days from the receipt of a proper and correct invoice. Any late payments under this Agreement shall be subject to default interest equal to 2% of the amount due per month. Failing to pay fees under this Agreement immediately cancels Licensee's license to the Software.**

5 Delivery

- 5.1 Miracle Q-inspect A/S shall deliver to Licensee, the Software within one business week from the Effectice Date as specified on Schedule A or at a different date if agreed to by both parties. Accompanying the Software will be able to download copy's of the related Documentation (User-manuals) regularly furnished by Miracle Q-inspect A/S.
- 5.2 Patches, error-corrections, upgrades and new releases will by choice of Miracle Q-inspect A/S by delivered to Licensee by e-mail or by granted online download-access.

6 Title and Intellectual Property Rights

- 6.1 Miracle Q-inspect A/S shall retain all right, title and interest, including all intellectual property rights, in and to the Software and documentation including all versions and embodiments thereof and all additions and modifications thereto. Miracle Q-inspect A/S does not by this Agreement convey any proprietary interest therein to Licensee. Licensee agrees that the Software and documentation and any derivative works thereof, including all changes made thereto by anyone and any materials related thereto that are supplied by or developed by Miracle Q-inspect A/S, are the valuable and intellectual property of Miracle Q-inspect A/S. Licensee further agrees to treat the Software and related materials accordingly and agrees diligently to preclude all access to the Software except as provided herein, to keep the same confidential, by using the same care and discretion that Licensee uses with respect to its own confidential property.

7 Warranties

- 7.1 Miracle Q-inspect A/S warrants that within the License Period the Software will perform substantially in accordance with the accompanying documentation. Miracle Q-inspect A/S does not warrant that the Software will be error-free or will operate without interruption.
- 7.2 In the event of failure of or defects in the Software, and given that for this failure Miracle Q-inspect A/S can develop a patch, then Miracle Q-inspect A/S will provide Licensee with patches/error corrections within reasonable time for free within the Licens Period. If the defect is of minor important to the use of Licensee Miracle Q-inspect A/S can wait to provide the correction until next planned upgrade and/or release.
- 7.3 EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, Miracle Q-inspect A/S HEREBY DISCLAIMS ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8 Indemnification

- 8.1 To the best of Miracle Q-inspect A/S's knowledge the Software does not infringe any patents, but Miracle Q-inspect A/S can not make any guarantees and/or indemnifications what so ever regarding infringements of US patents.
- 8.2 Miracle Q-inspect A/S shall have no liability for any claim of infringement based on (i) modification of the Software by Licensee to the extent the infringement would have been avoided without such modification; or (ii) the

combination or use of the Software furnished hereunder with services or materials not furnished by Miracle Q-inspect A/S or reasonably contemplated to work with the Software to the extent such infringement would have been avoided by use of the Miracle Q-inspect A/S materials alone.

- 8.3 In the event the Software is held to, or Miracle Q-inspect A/S believes is likely to be held to, infringe any third party patent, copyright, trademark or trade secrets, Miracle Q-inspect A/S shall have the right at its sole option and expense to (i) substitute or modify the Software so that it is non-infringing, while retaining equivalent features and functionality; or (ii) obtain for Licensee a license to continue using the Software under commercially reasonable terms; or (iii) if (i) and (ii) are not reasonably practicable, terminate this Agreement as to the infringing Software. In the event of termination as a result of this Section, Miracle Q-inspect A/S shall refund to Licensee all fees paid hereunder.
- 8.4 The foregoing 7.1 - 7.3 states the sole obligation and exclusive liability of Miracle Q-inspect A/S, and Licensee's sole recourse and remedy for any infringements or claims of copyright and patent infringement by the Software.

9 Term and Termination

- 9.1 This Agreement shall become effective on the Effective Date and shall remain in effect until terminated.
- 9.2 This Agreement can be terminated by both parties with 3 months written notice to the expiry of a License Period. If this Agreement has not been terminated this Agreement shall continue for a new License Period (12 months).
- 9.3 If either party defaults in a payment or other material obligation under this Agreement and, in the case of breaches capable of cure, fails to completely cure such default for a period of thirty (30) days after written notice of default from the non-breaching party, the non-breaching party may without further notice terminate the entire Agreement immediately due to breach, in accordance with the provisions of this Section, upon written notice of termination given to the defaulting party.
- 9.4 Upon termination of the entire Agreement, (i) the rights and licenses granted to Licensee pursuant to this Agreement shall automatically terminate, (ii) Licensee shall certify Miracle Q-inspect A/S that all Software subject to this Agreement and in Licensee's possession has been destroyed or removed from Licensee's equipment and (iii) Licensee shall cease to use all intellectual property of Miracle Q-inspect A/S.
- 9.5 If this Agreement is terminated by Miracle Q-inspect A/S according to Section 8.2 the licenses of Licensee is then considered to be perpetual licenses and Licensee can still use the Software within the rights and obligations in this Agreement, but without the obligation to pay further Yearly License fees. In this case Miracle Q-inspect A/S expressly disclaims all warranties according to Section 6 and no further patches, error-corrections, upgrades or new releases will be released by Miracle Q-inspect A/S.
- 9.6 Sections 5, 6.3, 7, 8, 9 and 10 shall survive the expiration or earlier termination of this Agreement.

10 Confidentiality

- 10.1 For purposes of this Agreement, "Confidential Information" of a party means information or materials disclosed or otherwise provided by such party ("Disclosing Party") to the other party ("Receiving Party") that are identified as confidential or proprietary. "Confidential Information" does not include that which (i) was known to the Receiving Party, without restriction and without duty of confidentiality, at the time of disclosure, as evidenced by the written records of Receiving Party, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party, (iii) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the Receiving Party without reliance upon or use of the Confidential Information of the Disclosing Party. Without limiting the generality of the foregoing, and notwithstanding the exclusions hereinbefore set forth, "Confidential Information" of Miracle Q-inspect A/S includes any information relating to the development, design, manufacture and specifications of the Software.
- 10.2 The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than in furtherance of this Agreement and the activities described herein. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise permitted hereunder. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees, consultants or sub-licensees who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including, without limitation, provisions relating to nonuse and nondisclosure) no less restrictive than those required by the Receiving Party for its own comparable Confidential Information. The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care

under the circumstances. Any copies of the Disclosing Party's Confidential Information shall be identified as belonging to the Disclosing Party and prominently marked "Confidential."

- 10.3 This Agreement will not prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall promptly notify the Disclosing Party to allow intervention, and shall cooperate with the Disclosing Party to contest or minimize the scope of the disclosure (including application for a protective order). Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware.
- 10.4 Licensee acknowledges that the Confidential Information of Miracle Q-inspect A/S are valuable trade secrets of Miracle Q-inspect A/S and that any unauthorized use or disclosure of such information would cause Miracle Q-inspect A/S irreparable harm for which its remedies at law would be inadequate. Accordingly, Licensee acknowledges and agrees that Miracle Q-inspect A/S shall be entitled, in addition to any other remedies available to it at law or in equity, to seek the issuance of injunctive or other equitable relief.
- 10.5 Upon a termination of this Agreement, each party (as Receiving Party) shall immediately return to the Disclosing Party all Confidential Information of the Disclosing Party embodied in tangible form, or certify in writing to the Disclosing Party that all such Confidential Information has been destroyed. The terms of this Section 9 shall survive the expiration or earlier termination of this Agreement for a period of five (5) years.
- 10.6 Licensee shall not under any circumstances attempt or knowingly encourage any end-user or third party to decompile, decipher, disassemble, reverse engineer or otherwise decrypt or discover the source code for the Software, or fail to enforce restrictions against any end-users, employee or other third parties doing the same.

11 Limitation of Liability

- 11.1 EXCEPT FOR BREACHES OF SECTION 7, SECTION 9, OR AS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL Miracle Q-inspect A/S HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF THIS AGREEMENT OR USE OF THE SOFTWARE AND DOCUMENTATION HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF DATA, EVEN IF Miracle Q-inspect A/S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR BREACHES OF SECTION 7, SECTION 9, OR AS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL Miracle Q-inspect A/S'S CUMULATIVE LIABILITY ARISING OUT OF THIS AGREEMENT AND USE OF THE SOFTWARE OR DOCUMENTATION EXCEED THE AMOUNTS ACTUALLY PAID BY LICENSEE TO Miracle Q-inspect A/S PURSUANT TO THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

12 Assignment

- 12.1 Licensee shall have no right to sell/rent out/lend or any other way transfer or assign the license or obligations under this Agreement to any third party without Miracle Q-inspect A/S's prior consent in writing.