

Delivery Terms and Conditions for the Software Product

GiAPA (Global iSeries Applications Performance Analyzer)

1. Prices and Payment

The GiAPA license prices cover the software security code needed to activate the programs which analyze and expands the collected performance data into the data bases used for reporting. The prices do not include taxes. Any taxes are to be added. Payment terms are net cash 30 days. An interest rate of 1 % per month will be invoiced by late payments.

2. Delivery

GiAPA is delivered as two PC files, one containing a *SAVF (save file) with the software product, and one being the user manual. Education or assistance in the use of the product may be requested from the supplier against payment.

3. Protection of the Product

The customer is obliged to take any actions necessary in order to secure that the product and its documentation are not accessible to other companies or to persons who are not employees or subcontractors of customer.

4. Usage and License Types

The parts of the product which requires a software security code may only be used on the CPU and LPAR number and address specified on the invoice for the product. However, in case of change of hardware a transfer of a license to another serial number can be arranged if the license is under maintenance. The security code allows analysis of data originating from the serial number and LPAR(s) for which the license is purchased.

5. Ownership of the Product

Purchase of a GiAPA license only entitles the customer to the usage, not to the title of the software product.

6. Guaranties

The products are sold with no direct guarantee for functionality. Supplier takes no responsibility for any losses, economic or otherwise, directly or indirectly, such as less gain than expected, loss of income etc. that may occur to customer despite the fact that such situations may have been protested.

7. Maintenance

Product maintenance is free the first three months, and will thereafter automatically be invoiced for a year at the time. The amount will be invoiced in advance based on the then current pricelist (price increases must be communicated to customer with 3 months notice). Customer may terminate the maintenance with one month's notice to the start of a maintenance period.

New versions of the product will be delivered at no charge while under maintenance, and customer has the right to use the hotline support and to report possible malfunctioning of the current version of the product, should it not perform according to the specifications in the current manual. Such reported errors will at no charge for customer be corrected as quickly as possible.

8. Applicable Law and Venue

Any dispute which may arise relating to this Agreement shall be solved in accordance with Danish law before the Commercial and Maritime Court of Copenhagen as agreed venue.

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