

## General Terms and Conditions

### 1. Introduction to these general terms and conditions and interpretation

- 1.1 These general terms and conditions (the “**Terms**”) apply to the Agreement and the Customer’s procurement of Services and Deliverables as purchased from time to time by the Customer.
- 1.2 The Services and Deliverables will be provided in accordance with and be subject to:
- i. The service descriptions, which are set out in Schedule SD ([Schedule SD - Services and Deliverables](#))
  - ii. The Supplier’s Security Requirements, which are set out in Schedule SR ([Schedule SR - Security Requirements](#))
  - iii. The processing of personal data, which are set out in Schedule DPA ([Schedule DPA - Data Processor Agreement](#))
- 1.3 The Supplier may, subject to a [three (3) months’ notice] to the end of the month, introduce general changes to (i) the Services and Deliverables, (ii) the Security Requirements, (ii) the Data Processor Agreement (iii) and to these General Terms and Conditions by updating the documents.
- 1.4 If the Services and/or Deliverables have been purchased from a third-party distributor, these Terms shall apply to such Services and/or Deliverables, and any reference to the Supplier (save for references in clauses 9, 14.2, and 18, which shall remain references to the Supplier) shall be interpreted and understood as a reference to the specific third-party distributor. For the avoidance of doubt, the Supplier can never be held liable for any obligations or commitments, which are made by the third-party distributor, and which exceeds the Supplier obligations set out in these Terms.

### 2. Definitions and interpretation

- 2.1 This Agreement is subject to the following definitions unless otherwise specified or unless the context otherwise requires:

“Affiliate”	means, with respect to either Party, any legal entity that directly or indirectly through one or more intermediary’s controls, is controlled by or is under common control with such Party. For purposes of this definition, “control” means having more than 50% ownership interest or the right to control the management of the entity.
“Agreement”	means the following documents together: (i) e-mail provided to the Customer (“order form”), to which these Terms are referred to, (ii) the Customer’s confirmation of said e-mail, and (iii) these Terms.
“Customer”	means the legal entity confirming the order form.
“Customer Data”	means any data produced within the Services except for admission and session logs.
“Confidential Information”	shall have the meaning set out in clause 15.
“Deliverable(s)”	means any products, Hardware, configurations, or other deliverables, which are either provided on a standalone basis or forms part of a Service.

“Documentation”	means Hardware or other documentation, system administrator guides, functional, technical specifications and other documentation provided under the purchases from time to time by the Customer.
“Initial Term”	has the meaning as set out in clause 3.1.
“Hardware”	means any hardware devices, which are provided through the purchases from time to time by the Customer.
“Intellectual Property Rights”	means patents, copyrights, trade secrets, mask works, trademarks (including trade names and service marks) and confidential know-how, in each case whether registered or unregistered, and including any application(s) for patent or registration for any of these.
“Party” or “Parties”	means either the Customer or the Supplier, collectively the “Parties”
“Schedules”	means any schedules and applicable attachments to such schedules to these Terms.
“Services”	means any service performed under a purchase from time to time by the Customer, including e.g., software as a service, support or maintenance and related Documentation.
“Supplier”	means Secomea A/S, CVR no. 31366038, or any local Supplier’s Affiliates, where the customer makes a purchase.

2.2 The words “include” and “including” shall not be construed as terms of limitation and shall mean “including without limitation” and “include without limitation”, respectively.

2.3 The headings do not have an influence on the interpretation of these Terms.

**3. Term and termination for convenience**

3.1 The Agreement shall have effect on the date of the Customer’s written e-mail confirmation and remain in force for initial 12 months (“Initial Term”) and hereafter continue until terminated in accordance with the terms of these Terms.

3.2 After the Initial Term, the Agreement can be terminated by either Party for convenience with a written notice (in accordance with clause 4.1) of three (3) months notice to the end of a month. If the Agreement has not been terminated with effect as of end of 31. December, the Supplier will be entitled to invoice for the next full year.

3.3 Upon termination of the Agreement for convenience or in accordance with Clause 11, Supplier may delete the Customer account and all related data.

**4. Notices**

4.1 Any notices given under the Agreement, and any other notices, must be in writing and sent by e-mail to the other Party. The Supplier’s e-mail address is: [sales@secomea.com]

**5. General services delivery obligations**

- 5.1 The Supplier shall provide the Services and Deliverables in accordance with the service descriptions set out in this Agreement.
- 5.2 The Supplier shall discharge its obligations under this Agreement in a good and workmanlike manner with reasonable skill, care, and diligence including good industry practice and in accordance with its own established internal procedures as applicable.
- 5.3 The Supplier shall ensure that the Supplier’s personnel are trained and suitable for the performance of the Services and Deliverables.
- 5.4 The Services and Deliverables are subject to support and maintenance, as described in Schedule SD (Services and Deliverables).

**6. General Customer obligations**

- 6.1 The Customer must use the Services and Deliverables only for the intended purposes and as otherwise set out in the Agreement. The Customer is liable for and must ensure that any user of the Services and Deliverables complies with user requirements, guidelines etc. set out in the Agreement. Unless otherwise is agreed the Customer must only allow users to use the Services which are either, (i) employees of the Customer, or (ii) third-party consultants hired by the Customer.
- 6.2 The Customer must observe all guidelines provided by the Supplier, including written as well as oral instructions.
- 6.3 The Supplier is entitled to suspend any Services and Deliverables provided under this Agreement temporarily if the Customer is in breach of its payment obligations. In any other situations, the Supplier is entitled to suspend any Services and Deliverables provided under this Agreement temporarily only if (i) the Customer is in non-compliance of its obligations, (ii) and such non-compliance will or may likely affect any of the Supplier’s systems or the Supplier’s other customer’s use of the Services and Deliverables, or (iii) on a reasonable basis if it is considered necessary in order to prevent unauthorized access to data or breach of law.
- 6.4 Upon the Supplier’s reasonable request, the Customer shall provide any data and information necessary for the set-up of the Services and Deliverables or as otherwise required to provide support and maintenance, and if relevant make suitable workspace, internet access, software, and equipment available for the Supplier in order for the Supplier to perform the Services requested by the Customer. The Supplier shall return all equipment provided by the Customer, including access cards, laptops, etc. immediately upon completion of the relevant Services.

**7. Specific terms regarding sale of Hardware**

- 7.1 Unless otherwise specifically agreed in writing, all Hardware will be delivered from BB Electronics, Nádražní 1179, 563 01 Lanškroun, Czech Republic in accordance with EXW Incoterms 2020. If the Supplier has agreed to deliver the Hardware to the Customer’s address, the risk will pass to the Customer in accordance with FCA Incoterms 2020 – even if the Supplier has chosen the carrier.
- 7.2 The Customer must always ensure that the Hardware is installed properly and in accordance with the written or oral instructions provided by the Supplier. Further, the Customer must always maintain the Hardware properly and ensure that the Hardware is placed securely in any way, where it cannot cause damage to its environment or other assets.

- 7.3 To claim remediation, the Customer must immediately (i) inspect the Deliverables upon delivery and (ii) provide the Supplier with a written specification of any identified defects.
- 7.4 Hardware is subject to a two (2) year warranty period from the date of purchase from the Supplier or the local authorized Distributor, under which the Supplier will remediate any defects in the Hardware. Upon due notification of defects, the Supplier will – at its sole discretion – either correct the defects or replace the Hardware or part hereof with new parts. Any replacement of Hardware will be subject to the original warranty period. Any remediation efforts must be conducted within a reasonable time after receipt of the Customer’s notification of the defects. Upon request, the Customer shall arrange shipment of the defective Hardware to the Supplier. Upon the expiry of the warranty period, the Customer is fully liable for any defects or errors in the Hardware.
- 7.5 Irrespectively of the foregoing, transfer of title to the Hardware shall not pass to the Customer before Supplier has received full payment of the Deliverables. Until full payment has been made the Customer shall provide full insurance coverage of the Hardware and make sure that the Deliverables are properly stored.
- 7.6 The Supplier accept returns as per the RMA form and conditions available on Supplier’s website: <http://www.secomea.com/rma/>
- 7.7 The Customer is not liable for returns without any or all of the packaging, accessories, manuals, cables and consumables.
- 8. Specific terms regarding Software and Software as a service (SaaS)**
- 8.1 Software will be provided through downloads or as otherwise provided by the Supplier. Subject to payment of the applicable charges, the Customer receives a limited subscription-based, non-transferable, non-exclusive right to use within the Territory the Services and Deliverables at the sites specified in the Agreement. Irrespectively of the foregoing, access to the Services may be subject to certain installation and setup activities, which are further specified in the Agreement. The use right covers the right for the Customer to operate and use the Services and Deliverables according to the specification and only for internal business purposes.
- 8.2 If the Software is to be installed on physical equipment, the Customer is entitled to download and install such Software according to the specifications. If the Software is to be installed on the Customer’s own equipment, the Customer will be responsible for uninstalling the Software after termination or expiry of the Agreement and must upon the Supplier’s request confirm in writing that the Software has been properly deleted.
- 8.3 The Customer has no right to (i) disassemble, decompile, reverse engineer, or otherwise attempt to reconstruct or discover the source code of the Software; (ii) pledge Software as collateral or otherwise, or encumber such Software or third-party software with any lien or security interest; or (iii) remove any product identification, copyright, trademark, or other notice from Software, Documentation, etc. Any such attempt will be considered a material breach and entitle the Supplier to terminate this Agreement for cause without further notice.
- 8.4 For SaaS, the Supplier warrants that any material defects in any Software or Software as a Service will be rectified by bug fixes via an update for download. The updates will be released as soon as possible after the Supplier has become aware of the material defect and has obtained the necessary information to rectify the defect. Any material defect may be rectified by a workaround or an interim update prior to a final release. Other defects will be rectified also via periodic updates.
- 8.5 To the extent that third-party software is provided as part of the Services and Deliverables, the Customer must accept and comply with the license terms applicable to such software as amended from time to time. The Customer’s obligation applies regardless of whether a license to the software being part of the Services and

Deliverables (i) has been obtained by the Supplier to the effect that the Customer derives its limited right from the Supplier; or (ii) has been obtained directly by the Customer.

8.6 This Agreement does not transfer any licenses or other third-party products from the Supplier to the Customer.

## 9. Intellectual Property Rights

9.1 All Intellectual Property Rights to pre-existing materials belonging to or created independently of any purchase from time to time by the Customer by a Party shall remain vested in that Party.

9.2 All Intellectual Property Rights vested in the Services and/or Deliverables or created as part of or in relation to such Services and/or Deliverables shall vest in the Supplier.

9.3 Customer Data is the sole exclusive property of the Customer. Irrespectively of the foregoing, the Supplier shall be entitled to use Customer Data (i) when needed for the Supplier to provide the Services and Deliverables to the Customer, (ii) for internal purposes, and (iii) to provide Customer Data to manufacturers of equipment and to provide Customers with benchmarks services, provided however, that the origin of any Customer Data is not disclosed.

## 10. Default and notices

10.1 If the Deliverables or Services are delayed with more than thirty (30) days from the delivery date specified in the order conformation, the Customer may terminate the Agreement by notifying the Supplier in writing no later than fourteen (14) calendar days after the specified delivery date.

10.2 The Customer must upon delivery immediately inspect the Deliverables and provide the Supplier with a written specification of any identified defects. Upon any other defects in the Services and/or Deliverables, the Customer must give notice to the Supplier of such defects immediately.

10.3 Upon notification of a defect the Supplier will – at its sole discretion – either correct the defect or replace the Deliverables or part hereof with new parts. Any remediation efforts must be conducted within a reasonable time after receipt of the Customer’s due notification.

10.4 Irrespectively of the foregoing, the Customer acknowledges that defects can be remediated through the general support and maintenance services provided by the Supplier.

## 11. Termination for cause

11.1 Either Party may by written notice terminate the Agreement with immediate effect if:

11.1.1 the other Party is in material default of one or more of its obligations and if either:

11.1.1.1 the material default is capable of remedy and the defaulting Party has failed to remedy the material default within thirty (30) calendar days of the defaulting Party’s receipt of notice specifying the material default and requiring its remedy within the notice.

11.1.1.2 the material default is not capable of remedy.

11.1.2 a Party at any time is in breach of any of its payment obligations under this Agreement for a period exceeding sixty (60) days or

11.1.3 If a Party is taken under insolvency, liquidation, or bankruptcy proceeding.

## 12. Liability

### 12.1 General liability

12.1.1 If the Customer uses third-party software together with the Services and/or Deliverables, the Supplier will not be liable for the functionality of such software or its use in relation to the Services and Deliverables. Further, the Supplier will not be liable for any losses or non-performance if the Services are used in combination with other third-party products and/or services, which affects the Services.

12.1.2 The Supplier is not liable for errors in any third-party product or services used for the delivery of or in the Services or Deliverables.

12.1.3 Further, the Supplier shall not be liable for the Customer's inability to access the Services caused by problems to which the Customer is responsible for – e.g., Customer's internet connection, Customer's own equipment or due to unknown errors in the Hardware supplied by the Supplier, updates and other required maintenance relating to the Services or due to Force Majeure.

12.1.4 The Supplier is not liable for the content or information, which is sent through the solution or otherwise used in combination with the Services and Deliverables.

### 12.2 Product liability

12.2.1 The Supplier's potential liability for statutory product liability or other types of product liability shall be limited to the largest extent possible, and in any case be subject to the limitation of liability provisions set out clause 12.3, unless such claim cannot be limited due to mandatory regulation.

12.2.2 If a third-party claims product liability involving the Deliverables against only one of the Parties, that Party shall immediately notify the other Party of the claim.

### 12.3 Limitation of liability

12.3.1 Each Party shall be liable for damages arising out of or in connection with the Agreement in accordance with the general principles of Danish law or the local applicable law as set out in clause 21.

12.3.2 Notwithstanding clause 12.3.1, the Supplier is not liable for any indirect or consequential losses, including loss of profit, loss of goodwill, any failure to obtain or reach economic benefits and objectives, any loss of production or loss, or distortion of data.

12.3.3 Notwithstanding clause 12.3.1, the Supplier's total liability under each purchase from time to time by the Customer is limited to the lowest amount of either (i) an amount equal to twelve (12) months' payment made under the Agreement calculated from the date of the incident leading to the claim or (ii) EUR 10,000. If twelve (12) months have not yet passed, then the total liability under (i) will be calculated as the average monthly payment made times twelve.

12.3.4 Irrespective of Clause 12.3.3, the Supplier's responsibility shall not be limited for claims relating to (a) death or personal injury caused by its negligence, (b) gross negligence or willful misconduct, or (c) indemnification claims under clause 11.

## 13. Indemnification

13.1 The Supplier shall indemnify, defend, and hold the Customer harmless from and against any liabilities, costs, fees, and damages (including reasonable attorney's fees) arising from or connected with any claims or action against the Customer by a third party that the Services and/or Deliverables infringe the third party's Intellectual Property Rights.

13.2 If the Services and/or Deliverables are used in breach of the intended use or in combination with other third-party products or services, which leads to a third-party claim that the Services and/or Deliverables infringe the third party's Intellectual Property Rights, the Customer shall indemnify, defend and hold the Supplier harmless from and against any liabilities, costs, fees and damages (including reasonable attorney's fees) arising from or connected with such third-party claim.

13.3 If the Services and/or Deliverables are held to infringe a third party's Intellectual Property Rights pursuant to clause 13.1 above, the Supplier will, at the Supplier's sole option and expense either (i) procure the Customer's right to continue using the Deliverables, (ii) replace the Deliverables or part hereof with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function, (iii) modify the Services and Deliverables or part hereof to make it non-infringing; or (iv) refund any pre-paid charges for the remaining period and terminate the affected purchase from time to time by the Customer with immediate effect. These remediation efforts constitute in addition to the indemnification, the Supplier's sole liability for Intellectual Property Rights infringements.

**14. Assignment and sub-contracting**

14.1 Neither Party shall be entitled to assign or subcontract any rights or obligations under the Agreement without the other Party's prior written consent.

14.2 Irrespectively of the foregoing, the Supplier shall be entitled to (i) assign its rights and obligations under this Agreement to a group entity and/or (ii) sub-contract any performance under this Agreement to a third-party sub-contractor, provided, however, that the Supplier remains liable for any non-performance of such third-party sub-contractor.

**15. Confidentiality**

15.1 Each Party undertakes that it shall not at any time during the Agreement and for a period of 60 months after the termination effective date or expiry of the Agreement disclose to any person or company any confidential information disclosed to it by the other Party concerning the business or affairs of the other Party or of any member of its group, including information relating to a Party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers ("Confidential Information"), except as permitted by clause 15.2.

15.2 Each Party may disclose the other Party's Confidential Information as may be required by law, court order, or any governmental or regulatory authority.

15.3 Notwithstanding clause 15.1, the Supplier may share Customer Confidential Information with any of its Affiliates or subcontractors if necessary to fulfill its obligations towards the Customer under this Agreement.

**16. Force Majeure**

16.1 The Supplier shall not be liable towards the Customer for non-performance or delayed delivery caused by events outside of the Supplier's control, including but not limited to fire, war, civil unrest, government intervention, legislative or similar restrictions, natural disasters, export, or import bans, lack of labor or raw materials, strikes, IT viruses or other malicious breakdowns, and lockouts (save for strikes and lockouts caused by the Supplier), ("Force Majeure").

16.2 In case of any Force Majeure event, the Supplier shall be entitled to postpone delivery of the affected Services and Deliverables until such circumstance has ceased.

16.3 If the conditions set out in clause 16.1 persist for more than sixty (60) days, the Customer may terminate the affected purchase from time to time by the Customer with immediate effect in whole or in parts, without assuming any liability towards the Customer.

16.4 The Customer is aware that certain countries may be subject to specific import restrictions or trade embargoes or have special rules requiring certifications or other trade or import permission on Hardware/electronic devices. The Supplier is – notwithstanding anything else stated in this Agreement – not obliged and cannot be forced to provide any Services and Deliverables to the extent this will be in breach of any such international restrictions or trade embargoes.

**17. Security and privacy policy**

17.1 Customer domains on the Supplier’s hosting servers are isolated from each other, and only trusted Supplier employees have access to the domains.

17.2 Supplier employees will not access SiteManagers, or equipment connected via SiteManagers or alter configuration of SiteManagers unless accept has been granted by a representative of the owner of the domain.

17.3 The Supplier may, based on proper documentation of ownership of a SiteManager and based on specific instructions of the owner, release the binding of the SiteManager from the current server domain, so that the owner of the SiteManager can configure it to attach to another domain/company account. This action will cause all configuration, event history and collected data from the DCC to be deleted.

17.4 The Supplier will not assist in making account access (aka joined domains) between different customer domains.

**18. Audit**

18.1 Upon the Supplier’s request, the Customer shall without undue delay (and in any case within fifteen (15) days from receipt of the request) provide the Supplier with all information and Documentation relating to the Customer’s use of the Services and Deliverables. The Supplier may also request the Customer to verify and/or confirm in writing how the Services and Deliverables are used. Further, the Supplier (or a third-party auditor initiated by the Supplier) shall be entitled to initiate an audit at the Customer’s site(s) to verify that the Customer’s use of the Services and Deliverables are in compliance with the terms and conditions of this Agreement. The audit will be subject to a written notice of at least twenty (20) days unless the purpose of the audit will otherwise be jeopardized by such notice. The Supplier and/or third-party auditor shall have unlimited access to the relevant production sites and/or Documentation, provided however, that the Supplier and/or third-party auditor shall comply with the Customer’s reasonable security procedures and instructions.

**19. Prices and terms of payment**

**19.1 Introduction**

19.1.1 All Services and Deliverables are subject to the fee rates and pricing provisions set out in these Terms. The specific charges are set out in each purchase from time to time by the Customer.

**19.2 Price models**

19.2.1 This clause describes pricing models applied under these Terms:

- Monthly Service Fees
- Unit Price model
- One-time fee
- Time and material fee model (“T&M”)



### 19.3 **Monthly Service Fees**

19.3.1 The Monthly Service Fee (Subscription) is a monthly fee, which includes a number of predefined Services - as further described in Schedule DD (Services and Deliverables). The monthly service fees are – unless specifically set out in Schedule DD (Services and Deliverables) – not affected by the actual consumption.

### 19.4 **Unit Price model**

19.4.1 Payment according to the Unit Price model is based on recurring monthly payments per unit, which can either represent an “IP address” or an “End-User” (a physical user). The unit specification will be described in clause 18.7 below for each of the Services. The use rights based on “end-users” are offered as floating use rights (as opposed to named users).

### 19.5 **One-Time Fee model**

19.5.1 If a Service and/or Deliverable is based on the One-Time Fee model, such Services and Deliverables will be subject to the One-Time Fee without regard to the actual consumption or spent.

### 19.6 **T&M Fee model**

19.6.1 If the T&M Fee model applies, the charges will be based on the actual consumption of time and material. The T&M Fee model will also include necessary travel time and reasonable expenses to accommodation. The Supplier will use reasonable efforts to agree on such travel costs upfront.

19.6.2 The Supplier shall, upon the Customer’s request, provide a fee estimate for the estimated time and associated costs including materials to be spent on performance of the specific Services. The Customer may request fee updates if the Supplier has provided a cost estimate, however, the Parties acknowledge that the estimate is only meant as an indication of the actual consumption.

### 19.7 **Invoicing and payment**

19.7.1 The Monthly Service Fee will be invoiced every January for 12 months ahead. However, during the first year the Monthly Service Fee will be invoiced pro rate for the remain year. E.g. if the Agreement is entered into in June, the Supplier will invoice for June – December. In January, the Supplier will invoice for a full year based on the applicable metrics on January 1<sup>st</sup>. Services subject to the One-Time Fee model will, however, be invoiced at delivery, and Services subject to the T&M Fee model will be invoiced on a monthly basis.

19.7.2 Unless otherwise agreed, all invoices are due for payment thirty (8) days after the invoice date.

19.7.3 Payment shall be made to the Supplier as specified in the separate invoice.

19.7.4 Supplier will not refund any prepaid payment.

### 19.8 **Late payment**

19.8.1 If the Customer fails to pay an invoice that is due and payable, the Supplier will be entitled to an interest rate corresponding to the rate provided from time to time by the Danish Interest Act (in Danish: “renteloven”) on any invoiced amount Customer fails to pay within thirty (30) days from the date of invoice, calculated from the invoice date, provided that the Supplier has notified the Customer in writing that such sum remains unpaid, and that interest will be chargeable with effect from the date of the Customer’s receipt of such notification.

19.8.2 In the event of non-payment by the Customer, the Supplier is entitled to suspend all ongoing work and Services related to purchase from time to time by the Customer until payment has been made.

**19.9 Taxes, VAT, and currency**

19.9.1 All fees are exclusive of any value-added tax, use, excise, and other similar transactional taxes or duties. The Customer shall pay the value-added tax and such other taxes referenced in the foregoing. VAT must be charged additionally as required by applicable law.

19.9.2 Unless otherwise agreed, all fees set out in this Agreement are set out in Euro and must be paid in Euro.

**19.10 Adjustment of the fees**

19.10.1 The Monthly Service Fee is determined by specified metrics (e.g. Active SiteManagers, Endpoints etc). Changes in the specified metrics may lead to changes in the Monthly Service Fee for the next invoicing term. Definition of the specified metrics can be found in Schedule SD (Services and Deliverables).

19.10.2 Once a year, the Supplier shall be entitled without notice to introduce general price adjustments, which will apply to any work performed under this Agreement (existing or future work). The general price adjustments will be applied proportionately regardless of any discounts applicable to the Services and Deliverables in question. The general price increase will correspond to the percentage increase in the net price index (provided by Statistics Denmark) compared to the previous year + 3 % point.

19.10.3 In addition, Supplier is entitled without notice to make general price adjustments if due to unexpected fluctuations in raw material costs, energy prices, rate fluctuations etc.

19.10.4 In case of any other price increase, this will be subject to a notice of sixty (60) days.

**20. Survival**

20.1 On termination of this Agreement the following clauses and any other clauses capable of surviving termination shall survive and continue in full force and effect:

20.1.1 Clause 9 Intellectual Property Rights

20.1.2 Clause 12 Liability

20.1.3 Clause 13 Indemnification

20.1.4 Clause 15 Confidentiality

20.1.5 Clause 21 Governing law and disputes

**21. Governing law and disputes**

21.1 This Agreement shall be governed by and construed in accordance with Danish law, without regard to conflicts of law provisions.

21.2 Any dispute or claim arising out of or in connection with this Agreement shall be settled by arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration (Voldgiftsinstituttet) as applicable and adopted by the Danish Institute of Arbitration at the time when such arbitration proceedings are commenced. The arbitral tribunal shall consist of three arbitrators. Each Party shall appoint one arbitrator and

the Institute shall appoint a third arbitrator who shall be the chairman of the arbitration tribunal. The place of arbitration shall be Copenhagen, Denmark. The language of the arbitration shall be English.

21.3 Irrespectively of the foregoing, if the Customer's main office is situated in the United States, this Agreement shall be governed by and construed with the laws of North Carolina and any dispute arising from or relating to this Agreement shall exclusively be settled by the United States Arbitration & Mediation for arbitration in accordance with United States Arbitration & Mediation Rules of Arbitration. The language of the arbitration shall be English.

21.4 Irrespectively of the foregoing, if the Customer's main office is situated in Japan, this Agreement shall be governed by and construed with the laws of Japan and any dispute arising from or relating to this Agreement shall exclusively be settled by Japan's Arbitration & Mediation for arbitration in accordance with Japan's Arbitration & Mediation Rules of Arbitration. If the Parties agree to settle the disputes in connection with or arising from this Agreement by arbitration, the place of arbitration shall be Tokyo, Japan. The procedural law of Japan shall apply where the rules are silent. The language of the arbitration shall be English.

\*\*\*\*

