

F2 Cloud Subscription Agreement

This document governs the use of the F2 Cloud services as described in the service definition.

All F2 Cloud Standard Implementation Services, as described in the service description, are governed by cBrain standard terms and conditions for F2 Cloud implementation services which can be downloaded at www.cbrain.dk.

Support and access to helpdesk are governed by cBrain standard terms and conditions for F2 Cloud support services which can be downloaded at www.cbrain.dk.

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1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this F2 Cloud Subscription Agreement.

"Documentation" means current version of F2 online user guides, documentation, and help and training materials which can be downloaded at www.cbrain.dk.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Order Form" means the current version of the "F2 Cloud Ordering Form", which can be downloaded at www.cbrain.dk, which specifies the F2 Cloud Services to be provided. By entering into an Order Form, an Affiliate agrees to be bound by the terms of this Agreement.

"Purchased Services" means Services that You or Your Affiliate purchase under an Order Form.

"Services" means the F2 Cloud Services that are ordered by You under an Order Form and made available online by Us as described in the Documentation.

"User" means an individual who is authorized by You to use a Service, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password. Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We," "Us" or "Our" means the company cBrain, listed at OMX-NASDAQ, and having its headquarter at Dampfaergevej 30, 2100 Copenhagen, Denmark.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means electronic data and information submitted by or for You to the Purchased Services or collected and processed by or for You using the Purchased Services.

2. OUR RESPONSIBILITIES

2.1. Provision of Purchased Services. We will (a) make the Services available pursuant to this Agreement and the applicable Order Forms, (b) provide Our standard support for the Purchased Services, and/or upgraded support if purchased, and (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime, and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of

government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, or denial of service attack.

2.2. Protection of Your Data. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data.

3. USE OF SERVICES

3.1 Subscriptions. F2 Application Services are purchased as subscriptions.

3.2 Usage Limits. Services are subject to usage limits, including, for example, the quantities specified in Order Forms.

3.3 Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Us promptly of any such unauthorized access or use, (d) use Services only in accordance with the Documentation and applicable laws and government regulations.

3.4 Usage Restrictions. You will not (a) make any Service available to, or use any Service for the benefit of anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, (h) copy a Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of any Service, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the

Documentation, (k) access any Service in order to build a competitive product or service, or (l) reverse engineer

any Service (to the extent such restriction is permitted by law).

4. FEES AND PAYMENT FOR PURCHASED SERVICES

4.1. Fees. You will pay all fees as specified in Order Forms. Fees are based on Services purchased and not actual usage. Payment obligations are non-cancelable, fees paid are non-refundable, and quantities purchased cannot be decreased during the relevant subscription term.

4.2. Invoicing and Payment. You will pay for the Services in accordance to the payment terms and the payment method as specified in the Order Form. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.3. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, suspend Our services to You until such amounts are paid in full. We will give You at least 10 days' prior notice that Your account is overdue before suspending services to You.

4.4. Payment Disputes. We will not exercise Our rights to suspend services (as described under Section 4.3) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.5. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Agreement, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

4.6. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

4.7. Minimum purchase quantities and subscription period. The Order Form defines a set of minimum purchase quantities with respect to number of users and period of subscription.

5. PROPRIETARY RIGHTS AND LICENSES

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all of Our rights, title and interest in and to the Services, including all of Our related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. License by You to Host Your Data and Applications. You grant Us and Our Affiliates, limited-term license to host, copy, transmit and display Your Data as necessary for Us to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, We acquire no right, title or interest from You under this Agreement in or to Your Data.

5.3. License by You to Use Feedback. You grant to Us and Our Affiliates a perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

5.4. Federal Government End Use Provisions. If a government agency has a need for rights not granted under these terms, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

6. CONFIDENTIALITY

6.1. Definition of Confidential Information. "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Your Confidential Information includes Your Data; Our Confidential Information includes the Services. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any

obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Neither this Agreement or Your Order Forms are considered confidential information.

6.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential

information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement.

7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

7.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2. Our Warranties. We warrant that (a) this Agreement, the Order Forms and the Documentation describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Purchased Services during a subscription term, (c) the Purchased Services will perform materially in accordance with the applicable Documentation, We will not materially decrease the functionality of the Purchased Services during a subscription term, and (d) the Purchased Services will not introduce Malicious Code into Your systems. For any breach of an above warranty, Your

exclusive remedies are those described in Sections 10 (Termination).

7.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

8. MUTUAL INDEMNIFICATION

8.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching Our warranties under Section 8.2 (Our Warranties), (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any

prepaid fees covering the remainder of the term of the terminated subscriptions.

8.2. Indemnification by You. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of any Service in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "**Claim Against Us**"), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

8.3. Exclusive Remedy. Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 6 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS

UNDER SECTION 4 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERMINATION

10.1 Term of Agreement. This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

10.2. Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term.

10.3. Your Data Portability and Deletion. Upon request by You made within 30 days after the effective date of

termination or expiration of this Agreement, We will make the Your Data available to You for export or download as provided in the Documentation. We will charge You for making data available based on use of hours and standard hourly rates as specified in the Service Definition.

10.4. Surviving Provisions. The Sections titled "Fees and Payment for Purchase Services," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Data Portability and Deletion", "Governing Law and Jurisdiction," and "General Provisions" will survive any termination or expiration if this Agreement.

11. GOVERNING LAW

11.1 Agreement to Governing Law and Jurisdiction. Each party agrees to English law and the parties shall

submit to the exclusive jurisdiction of the English courts.

12. GENERAL PROVISIONS

12.1 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.