



International Computers Limited a/s

JENSEN & JØRGENSEN  
& KNUDSEN & SØRENSEN APS  
Fåborgvej 54  
5762 Vester Skerninge

Vor ref. ELB/ej

Dato 7. februar 1984

Vedr.: Forhandleraftale

Vi takker for den hurtige returnering af de underskrevne aftaleformularer, og har hermed fornøjelsen at returnere det ene eksemplar forsynet med vor underskrift.

Det glæder os, at denne aftale er kommet i stand, og ser frem til et yderligere udvikling af det frugtbare samarbejde, der allerede eksisterer vore virksomheder imellem.

Med venlig hilsen,  
INTERNATIONAL COMPUTERS LIMITED A/S

Erik Lomholt Bek  
Adm. direktør

Bilag.

THIS AGREEMENT is made the *Sixth* day of *February*, 1984

BETWEEN of the one part International Computers Limited A/S,  
Klampenborgvej 232, 2800 Lyngby, in the following  
called ICL.

AND of the other part

~~Dansk Video Data ApS~~ *JENSEN & JØRGENSEN & KNUDSEN & JØRGENSEN*  
~~VIDA~~ *AP S*  
Fåborgvej 54  
5762 Vester Skerninge

in the following "Supplier"

#### WHEREAS

- A Supplier has right and title to program products and associated materials and/or proprietary information which may be modified and/or developed for use with computer equipment and systems marketed or intended to be marketed by ICL.
- B ICL wishes Supplier to modify and/or develop such products materials and information and ICL wishes to obtain rights to such resulting products materials and information in respect of marketing and the granting of sub-licences there of.
- C Supplier and ICL are mutually desirous of entering into an Agreement on appropriate terms and conditions:

NOW IT IS HEREBY AGREED as follows

#### Definitions

1. The parties to the Agreement are Supplier and ICL. Both parties agree that the benefits given hereunder to ICL are granted also to ICL's authorised dealers.

It is recognised that the administration of the Agreement with respect to terms and conditions, pricing and other contracting responsibilities shall be between Supplier and ICL.

Furthermore for the purposes of the Agreement:

- (a) "Product" shall mean one or more program products and associated materials and/or proprietary information designed and/or modified and/or developed and/or acquired by Supplier for ICL which are described in Appendices to the Agreement.
- (b) "Specifications" shall mean the specification of Product as described in Appendix 2 to the Agreement.
- (c) "Maintenance" shall mean the diagnosis and correction of intrinsic errors in Product and shall include any resultant correction to the relevant documentation and source code provided by the Supplier.
- (d) "Enhancements" shall mean the design and/or development of extensions or enhancements to Product and shall include any resultant updating of the relevant specification and documentation. Enhancements shall not include those "minor enhancements" which are provided as part of Maintenance.
- (e) "Support" shall mean the provision of relevant advice and counsel, personnel and materials for the implementation and continued use of Product.
- (f) "Appendix" shall mean an Appendix to the Agreement initialled by both parties and shall include any subsequent amendment or replacement thereof similarly intialled.
- (g) "ICL Equipment" shall mean ICL COMET range equipment supplied and/or acquired by ICL for marketing.
- (h) "Acceptance Tests" shall mean those tests agreed between Supplier and ICL which Product must pass before it is considered as satisfying the definition in the appropriate Appendix.
- (i) "Published License Fee" shall mean the fee for Product determined by ICL as the fee apporpriate to provision of product for marketing.
- (j) "Sub-Licence Fee" shall mean the fee which ICL shall pay to Supplier in respect of the right to market Product.
- (k) "Market" shall mean public educational institutes.  
A public educational institute is defined as any educational institute which get at least 80% of its operating expences covered by public (stat, amt og kommune) funding.



## Marketing and Sub-Licence Rights

2. (a) Supplier hereby grants to ICL a sole right in Denmark to:
- (i) use product for ICL's own internal purposes including use for the purpose of publicity and market promotion of Product, within the Market.
  - (ii) market Product, whether in conjunction with other programs supplied by ICL or otherwise, for use on ICL Equipment sold by ICL to Market.
  - (iii) grant sub-licences to ICL's customers within Market in respect of Product for use on ICL Equipment.
- (b) The sole right referred to in 2(a) above shall run for a period of 2 years from the date of the Agreement, and shall continue thereafter unless terminated by either party giving to the other not less than 6 months notice in writing to expire at the end of the minimum period or any time thereafter.
- (c) Sub-licences granted by ICL shall be in the form of a COMET Program Product Licence appropriate to Denmark. A current copy of such licence being attached as Appendix 1.
- (d) ICL's marketing rights shall include the right to use its own name in marketing the product. The rights to this name shall be vested in ICL.
- (e) Supplier will not grant sale rights as described in 2(a) to other suppliers of non-ICL equipment within Market.
- (f) Marketing of Product within the Market for use on non-ICL equipment will be undertaken only by Supplier and under Supplier's standard commercial terms.

## Copyright and Confidentiality

3. (a) Supplier undertakes not to use (save for the purpose of the Agreement) any information supplied by ICL concerning ICL equipment or program products and not disclose the same to any third party except with the consent of ICL.
- (b) ICL and ICL authorised dealer/software-houses shall be entitled to make copies of Product for its own use and operations security and for the purpose of issuing Product to ICL customers.
- (c) Except to the extent necessary to give effect to its marketing and sub-licence rights hereunder ICL will not disclose or make available any Product to any person in any form.



## Delivery

4. (a) Supplier will deliver Product to ICL on appropriate media, together with the associated documentation, which media and documentation shall be described in Appendix 2.
- (b) Product when delivered shall satisfy or be capable of satisfying, as the case may be, the Acceptance Tests thereof.
- (c) Where new or revised versions of Product are prepared by Supplier, Supplier will deliver any new or revised versions of Product object programs to ICL together with any consequent amendments to the documentation for Product.

## Enhancements

5. (a) If Supplier shall develop Enhancements to Product ICL shall have marketing and sub-licence rights thereto under the terms of this agreement.
- (b) ICL may request and Supplier undertakes to provide upon request Enhancements to Product in order to meet market requirements identified by ICL.
- (c) All Enhancements agreed between ICL and Supplier and developed in accordance with Clause 5 shall be made available to ICL under the terms of this agreement.

## Maintenance

6. (a) ICL requires and Supplier agrees to provide Maintenance for Product upon the terms included in Appendix 2.

## Support

7. (a) For any Product being maintained by Supplier, Supplier shall provide to ICL free of charge a service consisting of telephone and/or telex advice and counsel in regard to the use of Product which service shall complement the service which ICL provides from its own resources.
- (b) In respect of any ICL request for a support visit to be provided outside the country of location of Supplier's Support personnel, Supplier will obtain ICL approval of the maximum estimated charge to each Support visit being undertaken.



## Licence Fees

8. (a) Unless otherwise agreed, ICL shall pay Supplier a monthly Sub-licence licence Fee as defined in Appendix 2 for the Marketing and Sub-licence rights described in 2.

## Payments

9. (a) Settlement of invoices shall be within 30 days of either the due date for payment or receipt of invoice, whichever is the latest.
- (b) All Prices and charges identified herein are exclusive of Danish Sales Tax, which shall be paid in accordance with prevailing legislation.

## Termination

10. (a) The Agreement may be terminated by written notice by either party:
- (i) In the event of the other party committing a substantial breach of the Agreement and failing to remedy such breach within a reasonable period of time after having been given written notice to do so.
  - (ii) If the other party commits an act of bankruptcy or goes or is put into liquidation (otherwise than solely for the purpose of amalgamation or reconstruction) or if a Receiver or Manager is appointed over any part of such other party's business.
- (b) Termination of the Agreement shall be without prejudice to the rights and obligations of both parties which may have accrued up to the date of termination.
- (c) If the Agreement or part thereof is terminated for any reason the following shall apply in respect of each Product so terminated:
- (i) Clauses 3 and 13 shall continue to have effect and Clauses 6 and 7 shall continue to have effect for so long as ICL or any ICL customer requires such services and Supplier is in a position to provide them.
  - (ii) Sub-licences already granted to ICL customers at the date of such termination shall continue to be valid.



- (d) If at any time this Agreement or part thereof is terminated in respect of any Product, other than for breach of contract by ICL, whilst ICL is still marketing or using Product or if Supplier no longer makes available or provides service for Product for whatever reason during the currency of the Agreement then:
- (i) the rights granted to ICL in Clause 2 shall continue and ICL may continue to grant sub-licences on a non-exclusive basis upon payment of appropriate charges.
  - (ii) Supplier shall ensure the availability of such information, including source listings of Product, together with assistance as is necessary to enable ICL to set up maintenance and support services for Product, by lodging up to date information including source listings with a third party who is authorised to release same to ICL in the circumstances envisaged.
- (e) If at any time this Agreement or part thereof is terminated in respect of any Product for breach of contract by ICL, then ICL shall (if Supplier so requests) return all copies of Product to Supplier and shall cease using the same for any purpose whatsoever except as may be necessary to give effect to any sub-licence already granted to ICL customers prior to the date of termination.
- (f) Notwithstanding sub-clauses (a) to (e) above, and Clause 12, if Supplier defaults after delivery of the Product or identifiable phase thereof, and fails to make good any defects within a reasonable time of receiving written notice from ICL, then ICL may choose to continue to implement the Agreement in respect of the Product (at ICL's expense) but to deduct from any future Sub-Licence Fees or other payments due to Supplier the additional costs incurred which ICL would not have had to incur if Supplier had performed its obligations hereunder.

### Warranty

11. Supplier warrants that it has and will retain full right, title and authority to licence ICL to use, develop, market and sub-licence the use of Product in accordance with the Agreement, that upon acceptance Product meets Specification as regards facilities and performance. Supplier will indemnify ICL against any damages, costs, claims or expenditure incurred by ICL as a result of any infringement of any intellectual property rights of a third party when Product is used by ICL or any customer or ICL.

### Liability

12. The total of either party's liability to the other under or in connection with the Agreement (whether arising from contract, negligence or howsoever) is limited in respect of any one event or series of connected events to the sum of D.Kr. 200.000,00.

## Law

13. The agreement shall be governed and interpreted in all respects by and according to Danish Law.

## Notice

14. (a) Any notice, consent or communication required to be given or served hereunder shall be given or served by sending it by first class mail to:

(i) In the case of Supplier: Dansk Video Data ApS, VIDA  
Fåborgvej 54, 5762 Vester Skerninge.

(ii) In the case of ICL: International Computers Ltd A/S,  
Klampenborgvej 232, 2800 Lyngby, Denmark.  
or such other address as may be given in writing from time  
to time by either party.

(b) Any notice, consent or communication so sent shall be deemed to have been given or served on the second working day following the day of posting.

## Quality Assurance

15. ICL reserves the right to perform a check on Supplier's quality assurance and production control procedures as these may cover standards, their use and observance. ICL reserves the right to request Supplier to correct any deficiencies found during such check.

## Appendices

16. The Agreement may be supplemented or varied from time to time by the inclusion or revision of agreed Appendices.

The Appendices attached to the Agreement at the date of its signature are:

Appendix 1 COMET Program Product Licence.

Appendix 2 COMUS (COMET Undervisnings System)



AS WITNESS the hands of the parties hereto

Signed *[Signature]* Date 5/2 1984  
(Authorised Signatory)

Title \_\_\_\_\_

for and behalf of the SUPPLIER

Signed *[Signature]* Date 84-02-06  
(Authorised Signatory)

Title *Adm. Director*

for and behalf of INTERNATIONAL COMPUTERS LIMITED

ICL giver hermed kunden en ikke-eksklusiv, uoverdragelig licens til anvendelse af de på forsiden specificerede programmer til formål, der er beskrevet i de relevante specifikationer og på de nedenfor anførte betingelser. Ud over dette har kunden ikke erhvervet ret til at anvende ICL's programmer.

Kunden må tage så mange kopier af programmerne, som med rimelighed kræves for at sikre programmernes eksistens og anvendelse.

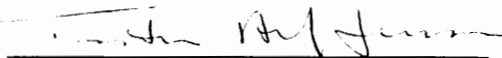
Enhver diskette, som indeholder kopier af programmerne, skal være tydeligt mærket med samme tekst som originaldisketten.

Programvejledning og evt. programdokumentation leveret sammen med programmerne må ikke kopieres hverken helt eller delvis uden ICL's skriftlige tilladelse.

Kunden skal sikre sig, at programmerne kun benyttes som tilladt og må ikke udlevere programmerne eller kopier heraf - hverken helt eller delvis - til trediemand.

Hvis uberettiget brug af programmerne eller programvejledningen finder sted som følge af fejl eller forsømmelser fra kundens side, er ICL berettiget til en erstatning fra kunden svarende til den betaling, som kunne være opnået, såfremt brugen havde fundet sted i henhold til en licenskontrakt. ICL er i øvrigt berettiget til i påkommende tilfælde at tage ethvert skridt, som lovgivningen hjemler.

Godkendt af Leverandør



Godkendt af ICL A/S



## A. PRODUCT

The COMUS product is an application package for educational purposes running on ICL's COMET range and comprising the following modules:

BILLED-EDITOR  
MENU-EDITOR  
ORD-EDITOR  
VIS (afviklingsprogram)

The product will be marketed in Denmark in the name of COMUS.

## B. DEVELOPMENT

The system is under further development by the Supplier, who will provide further enhancements as covered by the Agreement.

## C. ACCEPTANCE CRITERIA

Acceptance tests to ensure that the product conforms to the specification and provides reasonable performance will be carried out by ICL and acceptance of the product and implementation of the Marketing Start Date shall be dependent on successful completion of these tests.

## D. DELIVERY

Supplier shall provide to ICL the following:

- a) Object version of programs,
- b) Operational description,

Media for programs in object form to be COMET Diskettes.

## E. LICENCE FEE

The monthly Licence Fee payable as per clause 8(a) of the agreement, is 22.500,00 D.Kr.

## F. MAINTENANCE

- a) Supplier shall provide a service from the implementation date of this agreement for the correction of intrinsic errors directly related to the original Product.

- b) Supplier shall respond to ICL requests by telephone, telex or in writing to ICL.
- c) In the event of any corrections to Product, Supplier will provide as the case may be:
  - (i) source code clearance;
  - (ii) revised issue of source code;
  - (iii) documentation changes.
- d) All services by Supplier shall be provided only as a result of request by ICL.

#### G. RENEGOTIATION

Notwithstanding Clause 2(b) in this Agreement ICL has the right, should the case be that sales of ICL Equipment is considerably reduced in the 2nd year of the the first 2-year-period of this Agreement, to ask for a renegotiation or termination of this Agreement from the start of or at any time during the first 2-year-period, not taking the notice periode of Clause 2(b) into account.

Supplier expresses his positive intentions to fulfil such requirement.

#### H. MARKETING START DATE

The implementation of this date is subject to agreement by ICL and the Supplier and to acceptance of the product under D above. Both parties will use their best endavours to implement this date on, or as soon after as possible, the 1st February 1984.

Initialed by Supplier *[Signature]*

Initialed by ICL A/S *[Signature]*