

Please read the new Section 4 (concerning the Noah Mobile service) before accepting, as it contains the terms for your use of our new service

Noah 4 License Agreement

By downloading and installing this software you (hereinafter the "user") hereby accept this license agreement and the terms of use contained in this license agreement. (hereinafter the "Agreement").

The Noah software (software) and all intellectual rights pertaining to this software are owned by HIMSA II K/S, Lyngbyvej 28, DK 2100 Copenhagen, Denmark (HIMSA).

1. GRANTING OF LICENSE

This License Agreement (hereinafter "License") grants to you, and you accept, a non-exclusive license to use the Noah 4™ software (hereinafter the "Software"), including any patches and associated documentation (hereinafter "Documentation"), subject to the terms set forth herein. HIMSA reserves the right to supplement or amend the terms herein with terms deriving from the Noah Software itself and accepted by you during installation or updating.

This License does not convey to you any interest in or ownership of the Software, but only a limited right of use always subject to the terms of this License.

You are granted a grace period of 45 days within which period you must have installed a valid permanent license file, as the Software is only delivered with a temporary license file. If you have not installed a valid license file within the license period you will have infringed HIMSA's Copyright and can be made liable for the payment of compensation for continued use of the product.

Depending on the license you have purchased HIMSA permits you to:

- Copy the Software onto a single computer or onto multiple computers owned by you or operated by a third party for your benefit (for example, outsourced IT) at a single location, where "location" is defined as one (1) physical location (for example, a shop/store, clinic, office or production facility) .

If you wish to run the Software on computers at more than one physical location, you must purchase a separate License for each location.

- Make one (1) copy of the Software for backup purposes.
- Transfer the right to use the Software to another legal person so long as (a) that legal person agrees to the terms of this license agreement, (b) you transfer to that legal person all the Software, documentation, licenses and media on which the originally delivered Software is stored (if not downloaded) and (c) you destroy and delete any and all remaining copies of the Software and documentation from your entire IT installation, including any and all backup copies.

2. RESTRICTIONS

You agree to maintain all copyright notices on any full and/or partial copies of the Software. You must not allow any third party to use the Software in any manner that may infringe any intellectual property rights including, and without limitation, patents, copyrights and trademark rights or any proprietary or trade secret interests.

You may not, unless expressly permitted in mandatory regulation in the country in which the Software is in use:

- Reverse engineer or attempt in any manner to decompile the source code of the Software.
- Attempt to defeat any mechanisms in the software.
- Attempt to access or alter data in the Noah database from outside of the Software.
- Rent, lease, sublicense, or in any manner copy or transfer (except as permitted above) the Software.
- Obscure or obliterate any HIMSA copyright or trademark notices which appear on the Software, the documentation, the screen-display, or otherwise in connection with the Software.

3. TERM OF LICENSE

This License becomes effective ("Effective Date") upon your downloading of the Software, or upon your use of the Software, whichever occurs first, at which date you are considered to have accepted this License, and shall continue to do so until the license agreement is terminated by either party or breached by you.

HIMSA may, at its discretion, disable the Software and/or terminate this License upon breach of any term hereof, including when (i) applicable license or maintenance fees are not paid on time, (ii) a third party, instructed, engaged or allowed access by you, amends, modifies or makes additions, deletions or changes to the Software, (iii) you make or permit any third party to make unauthorized copies of the Software or (iv) you fail to comply with any other provision of this License.

Further, HIMSA is entitled to terminate this License by giving a written notice of at least six (6) months. If this License is terminated, you must cease any use of the Software IMMEDIATELY and delete all copies of the Software including, and without limitation, any backup copies.

You may terminate this license for convenience with effect from the end of a calendar year by giving six months prior written notice to HIMSA.

4. NOAH MOBILE

Noah Mobile is a functionality in the Software, which allows applications (apps) from HIMSA and HIMSA member companies to access and process data contained in your Noah Database.

This section 4 of the License contains some specific regulations for the Noah Mobile feature. The other regulations in this License apply to Noah Mobile as well as the regulations in this section.

When installing or upgrading the Software the Noah Mobile feature is disabled.

If you want to use the Noah Mobile feature you need to enable the feature in the Noah Mobile set-up dialog. If you no longer want to use Noah Mobile, you can disable it again.

Unless you change the settings, the access to data will be limited as described in the set-up dialog for Noah Mobile.

Before you use the Noah Mobile feature you need to enter into an agreement with an app provider (HIMSA or a HIMSA member company).

HIMSA does not assume any responsibility for the functionality of any member company apps.

HIMSA only provides an API allowing the member company app's to be programmed so that they can use the Noah Mobile Cloud Service and thereby access your Noah Database when and if Noah Mobile is enabled and you have granted the app access.

If a Noah Mobile app is accessing a Noah database over the internet, patient data is processed through the Noah Mobile Cloud Service.

If accessed over a local area network no patient data is exchanged through the Noah Mobile Cloud, only technical information about the Noah Server and Noah Mobile app is exchanged in the Noah Mobile Cloud.

The Noah Mobile Cloud Service is a service included in your license fee. The only functions of the Noah Mobile Cloud Service are to validate and grant user access from the app to the Noah Database, to ensure the app access has been granted by the Noah server, and to ensure secure exchange of data between the app and the Noah database. No data is permanently stored in the Noah Mobile Cloud.

The Noah Mobile Cloud Service is hosted on a verified it-platform. The current hosting partner can be found in the white paper on Noah Mobile where you also in more detail can read about the security setup.

HIMSA will use reasonable effort to ensure that the Noah Mobile Cloud Service is up and running year round. However, you accept that HIMSA does not guarantee any particular uptime or accessibility.

We strongly recommend that you keep strong security and access control on the devices where a member company app is installed.

5. **GATHERING OF INFORMATION**

You are aware and accept that the Software is equipped with third party components and components belonging to HIMSA that enable the Software to gather information and report this information back to HIMSA.

The information gathered is information about the configuration of your IT installation including, but not limited to, the configuration of the computers on which the software is installed, the use of the software and the location of the computer/the software. The information gathered also includes information about the use of Noah.

HIMSA will **not** gather any patient-related data as part of the information gathering process.

HIMSA will use the information gathered in order to improve the Software and to ensure that only copies of the software with a duly valid license are in use. HIMSA may also use the gathered information in accordance with its Privacy Policy.

6. **MAINTENANCE**

Maintenance may include:

Further development of the Software as follows:

HIMSA intends to further develop the Software with a view to:

- a) improve the quality of the Software and correct errors and effects, if possible;
- b) update and amend the Software in accordance with the general demands of the users.

Maintenance measures may include changed and/or reduced functionality.

The Documentation may be updated in connection with the delivery of new versions of the Software.

The maintenance services shall only be provided to versions of the Software selected by HIMSA and only for such periods of time as HIMSA chooses to offer.

7. **COPYRIGHT PROTECTION**

HIMSA's ownership of the Software is protected under copyright law and international copyright treaties. The Software may not be copied or used except as permitted by this Agreement.

8. LIMITED OR NO WARRANTY

You acknowledge that you know the essential functional characteristics of the Software and bear the risk should the Software not meet your wishes and requirements. In case of doubt, you should consult employees of HIMSA or third-party experts before accepting this License.

You accept that the Software, like any standard software, may not be error free or free from defects and that HIMSA is not liable for malfunctions due to errors or defects.

HIMSA warrants for a period of thirty (30) days only, after the Effective Date, that the Software will in all material respects conform to the Documentation.

No on-site warranty service is included in this Limited Warranty. This Limited Warranty is void if you breach this License or if failure of the Software has resulted from failure to observe the Documentation or resulted from amendments, modifications or changes to the Software not made by HIMSA, or resulted from accident, abuse or misapplication. Any patches or replacement Software will be warranted for the remainder of the original warranty period only.

You accept that HIMSA cannot be held responsible for any breach of security affecting your IT system/computer regardless of the reason for the breach as you are solely responsible for keeping your IT system/computer safe and updated.

9. YOUR REMEDIES

Your exclusive remedy for any material defect in the Software for which HIMSA is responsible and which is HIMSA's sole obligation under the Limited Warranty above will be for HIMSA to correct, in a reasonable time period, the error or defect in the Software where the Software does not perform substantially in accordance with the Documentation, or, at the exclusive choice of HIMSA, either to replace the Software or to refund you a proportional part of the license fee, which in the sole opinion of HIMSA corresponds to the value of the defunct Software or Documentation. You have no other remedies except if required by mandatory law in your jurisdiction.

10. NO OTHER WARRANTIES

EXCEPT FOR THE EXPRESSED WARRANTIES SET FORTH HEREIN HIMSA AND ITS SUPPLIERS AND RESELLERS DISCLAIM ALL OTHER WARRANTIES, PROMISES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE OR EQUIPMENT, COMPONENTS, ANY LOST DATA OR DOCUMENTATION, SOFTWARE PRODUCED DATA, ANY SERVICES OR TECHNICAL ASSISTANCE OR ANY OTHER ITEM DELIVERED BY HIMSA.

11. NO LIABILITY FOR DAMAGES

HIMSA, ITS SUPPLIERS AND RESELLERS SHALL NOT BE LIABLE FOR, AND YOU ASSUME RESPONSIBILITY FOR, ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE USE OF THE SOFTWARE. IN NO EVENT SHALL HIMSA, ITS OFFICERS, AGENTS, EMPLOYEES OR SUPPLIERS BE LIABLE TO ANY PERSON OR ENTITY FOR THE LOSS OF PROFITS OR THE NON-REALISATION OF ANTICIPATED SAVINGS OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE SOFTWARE OR THE PERFORMANCE OF THE SOFTWARE, EVEN IF HIMSA OR ITS OFFICERS, AGENTS, EMPLOYEES, OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. FOR THE AVOIDANCE OF DOUBT LOSS OF DATA SHALL BE CONSIDERED INDIRECT DAMAGES HEREUNDER. IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF HIMSA, ITS SUPPLIERS AND RESELLERS EXCEED THE LICENSE FEE PAID FOR THE SOFTWARE. IF YOU USE A FREE VERSION OF THE SOFTWARE HIMSA ASSUMES NO LIABILITY AT ALL.

12. THIRD PARTY RIGHTS

If a third party makes a claim against you that any part of the Software originating from HIMSA (HIMSA assumes no liability whatsoever in any part of the Software or software originating from third parties including any interfaces with the Software) infringes any patent, copyright or other intellectual property right (hereafter "Claim"), HIMSA will defend the you against the Claim and pay all costs, damages and expenses - including reasonable attorney's fees - finally awarded against you by a court having jurisdiction over the matter; provided that: (i) you notify HIMSA in writing no later than five (5) days after you have become aware of a Claim or a potential Claim; (ii) HIMSA may assume sole control of the legal handling of the Claim and all related actions and negotiations; and (iii) you – at your own cost – provide HIMSA with the assistance, information and authority, which in the opinion of HIMSA will be necessary to perform HIMSA's obligations under this clause.

Notwithstanding the above, HIMSA shall have no liability for (i) any Claim based on the combination of the Software with products or services not provided by HIMSA and (ii) the modification of the Software by any person other than HIMSA.

If, due to a Claim or the threat of a Claim, (i) any part of the Software is held by a court having jurisdiction over the matter, or in HIMSA's reasonable opinion may be held to infringe the rights of a third party by such a court, (ii) you receive a valid court order preventing you from using any part of the Software, or (iii) in HIMSA's reasonable opinion you may receive such an order, HIMSA shall at its own expense (i) obtain for you the right to continue the use of this part of the Software, or (ii) replace or modify the Software to make it non-infringing provided that such modification or replacement will provide you with a substantially equivalent result. If non of the above options are available on a basis that HIMSA considers to be commercially reasonable, then HIMSA may - in whole or in part - terminate the License with immediate effect and refund to you the license fee paid by the Customer for the infringing part of the Software, as well as the license fee paid for any parts of the Software that are rendered unusable by you as a result of such unresolved infringement, upon return or deletion, as required by HIMSA, of the infringing and the unusable parts of the Software by you to HIMSA. Unless otherwise explicitly stated in this clause any claim due to a Claim or the threat of a Claim - including claims for damages and/or pro rata reduction - shall be governed by the limitation of liability in clause 10.

13. DISPUTES, CHOICE OF LAW AND VENUE

THIS LICENSE SHALL BE GOVERNED BY, AND EXCLUSIVELY CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE KINGDOM OF DENMARK, NOT TAKING INTO ACCOUNT ITS PROVISIONS THAT MAY LEAD TO THE APPLICATION OF ANY OTHER SUBSTANTIAL LAW THAN DANISH LAW.

ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE OR THE BREACH, TERMINATION OR INVALIDITY THEREOF SHALL BE SETTLED BY THE ORDINARY DANISH COURTS.

YOU IRREVOCABLY SUBMIT TO THE CITY COURT OF COPENHAGEN, DENMARK, AS THE AGREED VENUE IN THE FIRST INSTANCE.

NOTWITHSTANDING THE ABOVE, HIMSA SHALL AT ITS SOLE DISCRESSION BE ENTITLED TO INITIATE PROCEEDINGS AGAINST YOU IN A COURT OF ITS CHOICE INCLUDING WITHOUT LIMITATION IN CASE OF NON-PAYMENT BY YOU OR YOU INFRINGEMENT OF HIMSA'S INTELLECTUAL PROPERTY RIGHTS OR TRADE SECRETS OR BREACH OF THE LICENSE BY YOU.