AGREEMENT REGARDING RIGHT TO

POWER MARKET SIMULATOR

(Two parties)

Between

**Strategirummet ApS**

**Kongensgade 94**

**7000 Fredericia**

**CVR no. 30564944**

(Hereafter Owner) and

**NN**

(Hereafter the Company)

(The Owner and the Company are also individually referred to as "Party" and together as "the Parties")

## 1. PURPOSE

1.1 The Company wishes to obtain the right to the source texts and to the databases for the Power Market Simulator to be able to further develop the model itself and load new data.

1.2 The Owner is interested in spreading knowledge of Power Market Simulator and getting others involved in further development of the model.

1.3 The Owner and the Company are interested in collaborating on the further development of the Power Market Simulator.

## 2. ECONOMY

2.1 The Company pays Owner x EUR for the right to Power Market Simulator. Payment is made when the Power Market Simulator has been installed at the Company and the model has been put to work.

2.2 The Parties can purchase newly developed functions and data from each other. The price is determined by hoc.

## 3. ASSIGNMENT OF RIGHTS

3.1 The Company has the right to develop and use its own versions of the Power Market Simulator. Attention must be drawn to the fact that it is the Company's version that is used. The version will be named PMS (Company Name).

3.2 The Owner's version is called the PMS-Strategirummet.

3.3 The Company is free to use its own versions internally and towards customers that the Company advises.

3.4 The Company may not transfer PMS source texts to third parties. The Company may not sell licenses for the Power Market Simulator.

## 4. REPORTING

4.1 The Parties keep each other informed about experiences with the use of the Power Market Simulator and the parties' development activities.

## 5. DOMAIN NAMES

5.1 The domain names Power Market Simulator pointed to a website where there are links to the various versions of Power Market Simulator. A link to the Company's version is also established here. Owner maintains this website.

## 6. EQUIPMENT

6.1 The transfer of rights includes a copy of all source texts for Power Market Simulator, auxiliary tools and databases.

6.2 In connection with the transfer, the Owner ensures that the Power Market Simulator can run at the Company.

6.3 The Owner introduces relevant employees in the Company to the source texts and to the database. It is done free of charge within a time frame of 30 hours.

## 7. CONFIDENTIALITY

7.1 The knowledge (including source texts) that a Party receives from the other Party in connection with the transfer and the collaboration may not be passed on to others without the written consent of the other Party. The Company may not pass on source texts to third parties.

7.2 A Party's duty of confidentiality does not include knowledge,

* which, upon delivery, was already published or otherwise available to the public
* after delivery has been published or made available to the public otherwise than in breach of the obligation of confidentiality
* already at the time of delivery was in the rightful possession of the recipient without restrictions, one Party has developed independently of the other Party

## 8. Breach of agreement

8.1 In the event of the Company's significant or repeated breach of its obligations under the Agreement, the Owner may terminate the Agreement if the breach has been reported to the Company with a request to bring the breach to an end within 30 days, and this has not occurred before the expiry of the said time limit.

8.2 If the Agreement is terminated, the Company must delete all its versions of the Power Market Simulator and the Company must no longer use the model.

## 9. LIABILITY

9.1 The Owner does not guarantee and cannot be held responsible for any errors and omissions that may be in the Power Market Simulator with associated databases.

9.2 The parties are liable for damages to each other according to the general rules of Danish law. Apart from cases of gross negligence and intent, the Parties are not responsible for operating loss, loss of profit, consequential damage or other indirect loss.

9.3 Except in cases of gross negligence or intent, the Owner does not guarantee the correctness, applicability, etc., of the transferred version of the Power Market Simulator, which is made available to the Company.

## 10. POWER MARKET SIMULATOR DISCLOSURE

10.1 The Owner and the Company may not, without written permission from the other Party, directly or indirectly refer to each other in connection with the marketing of the Owner's and the Company's products or otherwise use each other's name for commercial purposes.

## 11. MODIFICATION OF THE AGREEMENT

11.1 Changes to the Agreement must be in writing and signed by both Parties.

## 12. DURATION AND TERMINATION

12.1 The agreement comes into force upon signature by the parties, and only terminates in the event of breach.

## 13. SIGNATURE