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The Customer shall maintain adequate records of the installation and site of the Software matching the use of Software and license grants and make such records available to IntraVision at IntraVision's request and, upon request, permit access to the site of the Software to verify usage.

In this case, a notice must be addressed by registered letter to the Customer at least twenty (20) business days before the beginning of the verification. This notice must contain the following information: name of the audit structure, scope of the audit (Contract reference, list of Software Product(s), geographic scope, etc.) (the "Audit Scope"), the methodology proposed to check the compliance (the "Procedure") and its estimated length (the "Period"). The representatives of the Parties shall meet within twenty (20) business days of the notice to review the Audit Scope, the Procedure and the Period in order to find a mutually agreement on these elements. The auditors must agree to be bound by a confidentiality agreement. Any non-public information regarding Customer obtained through such audit shall be considered confidential Information of Customer. Supplier, and any third-party auditor, shall not have physical access to

Customer's computing devices in connection with any such audit, without Customer's prior written consent. Customer will reasonably cooperate with the Supplier in such an exercise and provide Supplier with reasonable access to its facility and systems to enable Supplier's audit. Supplier shall not disrupt Customer's normal business activities and shall perform the audit in a professional manner.

The Customer shall indemnify and hold harmless IntraVision from and against any claims made by a third party with respect to the Customer's violation of Customer's license obligations granted by other vendors. These obligations of the Customer shall survive the termination of the software license for any reason.

Support and Service

If for any reason a situation arises, which requires that personnel from IntraVision accesses information covered by the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data as transposed into Danish law with, among others, the Act on Processing of Personal Data (act no. 429 of 31 May 2000), then this access shall be governed by the "Data Processor Agreement" covering OnTime and potential OnTime Customers. Support and Service can only be provided after the Customer's accept of the ("Data Processor Agreement").

Limitation of Liability

The Software is provided "as is" and the license to the Software is granted without any warranty or guarantee whatsoever. The Customer shall discharge IntraVision of any claim raised by any third party, arising out of the Customer's failure to comply with the terms of the use of the Software and/or current applicable legislation.

To the extent permitted by applicable law, neither IntraVision nor its suppliers shall in no event be liable for any special, incidental, direct, indirect, or consequential damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, or any other loss) arising out of the use of or inability to use the Software, even if IntraVision has been advised of the possibility of such damages.

Applicable Law and Venue

The use of the Software and this set of rules shall be subject to Danish law, except for its rules on choice of law. Disputes regarding the Software shall be brought before the Danish Maritime and Commercial Court of Copenhagen as

exclusive venue, except for interlocutory measures, which may be sought before any court.