

RAMRISK TRIAL AGREEMENT

RAMRISK ONLINE TRIAL AGREEMENT FOR RAMRISK.COM. PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS OF USE CAREFULLY. THIS IS A LEGAL AGREEMENT (“AGREEMENT”) BETWEEN YOU AND RAMBØLL DANMARK A/S STATING THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE RAMRISK.COM ONLINE TRIAL. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” AND “YOUR” SHALL REFER TO SUCH ENTITY. BY CLICKING “I ACCEPT” OR BY USING THE RAMRISK.COM ONLINE TRIAL, YOU ARE AGREEING TO ALL OF THE TERMS AND CONDITIONS STATED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK “I ACCEPT,” AND DO NOT USE THE RAMRISK.COM ONLINE TRIAL

A. Agreement Definitions

“Rambøll” refers to Rambøll Danmark A/S. “You” and “your” refers to the individual or entity that has ordered the RAMRISK.COM Online Trial by having clicked “I ACCEPT” during the order process or otherwise having used the RAMRISK.COM Online Trial. The terms “RAMRISK.COM Online Trial,” the “Trial,” and the “services,” mean the service offerings that Rambøll makes available through the Ramrisk.com webpage, including any software, technology platform and other materials that Rambøll makes available as part of the services for your access and use with the Trial environment. Section T of this agreement sets forth the service descriptions and rules applicable to the services. The RAMRISK.COM Online Trial may be used for trial, non-production purposes only. The term “Rambøll programs” refers to the software products owned or distributed by Rambøll to which Rambøll grants you access as part of the services, including user guides, and any program updates provided as part of the services. The term “users” means those individuals authorized by you or on your behalf to use the services. The term “your content” means all data, and data files provided by you or any user and that reside on, or run on or through, your Trial environment.

B. Trial Period

This agreement is effective upon your acceptance of this agreement (the “effective date”) and will terminate thirty (30) days from the effective date unless ended earlier in accordance with this agreement (the “Trial Period”). If you would like to

use the services after the Trial Period or for production purposes, you must purchase such services from Rambøll under a separate contract.

C. Rights Granted

For the duration of the Trial Period, you have the nonexclusive, nontransferable, non-assignable, limited right to use the services, subject to the terms of this agreement, and solely for your internal business purposes to evaluate Rambøll's Ramrisk.com Service offering and not for any production or commercial purposes. Upon the end of this agreement or the services hereunder, your right to access or use the services under this agreement shall terminate.

D. Ownership and Restrictions

You retain all ownership and intellectual property rights in and to your content. Rambøll retains all ownership and intellectual property rights to the services and Rambøll programs, including derivative works thereof, and anything developed and delivered by Rambøll under this agreement. You may not, and may not cause or permit others to:

- remove any notice of Rambøll's proprietary rights;
- commercially exploit or make the services available, to any third party.

E. Disclaimers and Exclusion of Warranties

THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS, AND RAMBØLL HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS WITH REGARD TO THE SERVICES. RAMBØLL RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO THE SERVICES AT ANY TIME WITHOUT NOTICE.

F. User Accounts

To use the services, you must have a Ramisk.com account. Access to and use of password protected or secure areas of the Trial site is restricted to authorized users only. You may not share your password(s), account information, or access to the Trial site. You are responsible for identifying and authenticating all users, for approving access by such users to the services, for controlling against unauthorized access by users, and for maintaining the confidentiality of usernames, passwords and account information. You are responsible for all activities that occur under your and your users' passwords or accounts using the Trial.

G. Support Services

The RAMRISK.COM Online Trial provides an opportunity for current and potential Rambøll customers to experience the RAMRISK.COM Service before purchasing the service. The Trial is provided as a convenience and you agree that Rambøll is not obligated to provide any technical support, phone support, or updates for the services within the Trial environment.

H. End of Agreement

Services provided under this agreement shall be provided for the Trial Period defined above unless earlier terminated in accordance with this agreement. At the end of the Trial Period, all rights to access or use the services, including any Rambøll programs that are part of the services, shall end. You may discontinue your use of the services at any time. Rambøll may terminate your password, account, and access to or use of the services at any time for any reason. You acknowledge and agree that Rambøll has no obligation to retain your content, and that your content may be irretrievably deleted, following the termination of the services.

I. Fees and Taxes

The services under this agreement are provided to you free of charge during the Trial Period.

J. Nondisclosure

By virtue of this agreement, you may have access to information that is confidential to Rambøll, including but not limited to the services and Rambøll programs, and any information related to the services and Rambøll programs (“Rambøll Confidential Information”). Rambøll Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the other party; or (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; or (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. You agree, both during the term of this agreement and for a period of three years after termination of this agreement and of all licenses granted hereunder, to hold Rambøll’s Confidential Information in confidence. You agree not to make Rambøll’s Confidential Information available in any form to any unauthorized third parties. You agree to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this agreement.

K. Entire Agreement

You agree that this agreement, together with our Data Processor Agreement, is the complete agreement for the services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. This agreement may not be modified, and the rights and restrictions may not be altered or waived except in a writing and accepted by authorized representatives of you and of Rambøll. Notwithstanding the foregoing, Rambøll may make changes to the services and this agreement, and you agree that your continued use of the services constitutes your acceptance of, and agreement to, such changes.

L. Limitation of Liability

IN NO EVENT SHALL RAMBØLL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, DATA, OR DATA USE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, EVEN IF RAMBØLL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

M. Other

1. Rambøll reserves the right to provide the services from locations, and/or through use of affiliates and subcontractors, worldwide.
2. This agreement is governed by the substantive and procedural laws of Denmark and you and Rambøll agree to submit to the exclusive jurisdiction of, and venue in, the municipal court of Copenhagen in any dispute arising out of or relating to this agreement.
3. If you have a dispute with Rambøll, you will promptly send written notice to support@ramrisk.com. Rambøll may give notice applicable to Rambøll's RAMRISK.COM customer base by means of a general notice on the Rambøll portal for the services, and notices specific to you by electronic mail to your e-mail address on record in Rambøll's account information or by written communication sent by post to your address on record in Rambøll's account information.
4. You may not assign this agreement or give or transfer the services or an interest in them to another individual or entity.
5. Except for actions for breach of Rambøll's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.

6. Rambøll may audit and otherwise request information from you regarding your use of the trial services. You agree to cooperate with Rambøll's audit and provide reasonable assistance and access to information.
7. Rambøll reserves the right to use the contact information provided by you upon registration to contact you in regard to your Trial and the RamRisk system.

N. Force Majeure

Neither of us shall be responsible for events outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event.

O. Your Content

Rambøll makes no assurances that any of your content in the Trial environment will be secured or that such data will remain confidential. You acknowledge that the RAMRISK.COM Online Trial is not designed for use with production data (including business content and personal information) and accordingly, you shall not include any production data in your content or use the services for any commercial purpose. Rambøll has no obligation to monitor your content, but at its sole discretion, may access, monitor, and/or review your activity and content in the environment. You agree to have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your content. Except where expressly authorized by Rambøll, you agree not to collect or store personal data about other users. At the end of the Trial Period, Rambøll will disable the Trial accounts and remove any associated content. Your content, including text and images, may be disclosed as required by law without your prior consent.

P. Restrictions on Use of the Services

You agree not to use or permit use of the services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may violate applicable laws, ordinances or regulations. Rambøll reserves the right to remove or disable access to any material that violates the foregoing restrictions. Rambøll shall have no liability to you in the event that Rambøll takes such action. You agree to defend and indemnify Rambøll against any claim arising out of a violation of your obligations under this section.

Q. Third Party Web Sites, Content, Products and Services

The services may enable you to add links to Web sites and access to material, products and services of third parties, including users, advertisers, affiliates and sponsors of such third parties. Rambøll is not responsible for any third-party Web sites or third-party material provided on or through the services. You bear all risks

associated with the access and use of such Web sites and third-party material, products and services.

R. Feedback

“Feedback” shall mean any input regarding the RAMRISK.COM Online Trial. Notwithstanding anything that you may note or state in connection with providing Feedback, all Feedback provided by you shall not be considered confidential information and shall be received and treated by Rambøll on a non-confidential and unrestricted basis. You agree that Rambøll retains all ownership and intellectual property rights in and to any Feedback provided by you or any other party, and acknowledge that Rambøll may use the Feedback for any purpose, including but not limited to incorporation or implementation of such Feedback into a Rambøll product or service.

S. Service Definitions and Rules

Your use of the RAMRISK.COM Online Trial is restricted to a total duration of thirty (30) days from the effective date of this agreement. The Trial environment is subject to the following quantities: one (1) RamRisk project; two (2) RamRisk admin users and five (5) RamRisk standard users.