

Consultancy Agreement

between

National IT and Telecom Agency
Holsteinsgade 63
2100 Copenhagen Ø
CVR number 26 76 93 88
("NITA")

and

[...]

[...]

[...]

(Company registration number [...])
("The Consultant")

concerning

Requisition number:

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- Appendix 1 : Description of the Task
- Appendix 2 : Description of the Solution
- Appendix 3 : Time Schedule
- Appendix 4 : Payment
- Appendix 5 : Cooperation and NITA's participation

1. BACKGROUND AND PURPOSE

NITA has formed the view that there is a need to initiate a LRAIC mobile modelling in 2011. The model should be able to calculate cost estimates for mobile voice and sms termination in accordance with the Commission's Recommendation of 7 May 2009 (concerning regulation of MTR) in the EU ("pure lric"). The model should however also be able to calculate the cost estimates for sms and voice termination based on an all traffic increment, i.e. where voice and sms termination contribute to coverage of joint and common cost ("LRAIC+"). The impending LRAIC modelling process is scheduled to be completed so that there can be rendered a decision regarding maximum voice termination prices using the LRAIC model by the end of 2nd quarter of the 2012.

2. DEFINITIONS

Working day means Monday to Friday apart from public holidays, 24 December, 31 December and 5 June.

The Agreement means this Agreement including its appendices and any subsequent amendments and additions hereto.

The Consultancy agreement means this Agreement without appendices and any subsequent amendments and additions hereto.

The Task means the services to be delivered by the Consultant as specified in this Agreement.

3. THE TASK

3.1 Requirements for the Consultant's services

The Consultant shall deliver the Task and services as specified in this Agreement.

Prior to the signing of the Agreement the Consultant has prepared a Description of the Solution (Appendix 2), in which the Consultant describes in detail how the Task will be performed and how the requirements of NITA's Description of the Task (Appendix 1) will be fulfilled. The Consultant's Description of the Solution (Appendix 2) may not result in non-fulfilment of any of the requirements of NITA's Description of the Task (Appendix 1).

If the Consultant, as part of the performance of the Agreement, shall prepare written material, including notes, reports and publications, such written material shall be edited and proofread before being delivered to NITA.

3.2 Scope of the Task

The Consultant shall perform all the tasks specified in this Agreement and its appendices, and any Task included as a natural part thereof or any Task which NITA with due respect anticipate The Consultant to perform.

The Consultant shall immediately notify NITA if the Consultant experiences any doubt about the scope of the Task or any natural part of the Task that NITA with due respect expect The Consultant to perform during the term of the Agreement.

4. TIME SCHEDULE AND TERM

The Consultant shall commence the performance of the Task on [...], and the Task shall be completed no later than 30th of June 2012.

When performing the Task the Consultant shall at any time observe the deadlines stipulated in the Agreement.

5. COOPERATION AND NITA'S PARTICIPATION

5.1 Cooperation

The Consultant shall cooperate with NITA to the necessary and reasonable extent. This implies that the Consultant at NITA's request shall participate in meetings with NITA regarding the planning and performance of the Task, and participate in other to the Task related meetings in case NITA finds it relevant.

The cooperation process is described in further detail in Appendix 5.

5.2 NITA's Participation

NITA shall only contribute to the performance of the Task to the extent expressly stipulated in the Agreement or Appendix 5.

However, NITA shall, to a reasonable extent, answer the Consultant's questions in connection with the performance of the Task.

6. THE CONSULTANT'S EMPLOYEES

6.1 General provisions

The Consultant shall provide NITA with the employees stipulated in Appendix 2 in order to perform the Task. If there is employees mentioned by name in Appendix 2 there shall be made an overview so it is possible to combine the specific employee with the timeframe in Appendix 3.

The Consultant shall maintain the capacity and knowledge necessary for the performance of the Task until the Task is completed. This includes but is not limited to providing qualified employees.

6.2 Replacement of employees

To maintain the continuity and quality of the Task, the replacement of the Consultants employees may neither influence the Consultant's performance of the Task nor result in any additional costs for NITA. The Consultant is obliged to uphold any expenses relating to replacement of the Consultants employees.

The Consultants replacement of core personnel, management employees and project managers may not be preformed without the written consent of NITA.

The Consultant shall immediately inform NITA of any contemplated replacements of employees involved in the performance of the Task stating the reasons for the replacement.

At NITA's request the Consultant shall replace a key employee if such request is based on reasonable grounds.

7. CONFLICTS OF INTEREST

For the purpose of independence, trustworthiness and reliability when performing the Task the Consultant shall ensure that neither the Consultant nor the managing and participating employees of the Consultant render or have rendered consultancy services to other customers in connection with services that may raise doubt about the Consultant or the Consultants employee's interests.

The Consultant shall also ensure that the ownership interests or similar interests of the Consultant and the Consultant's employees in companies or enterprises will not raise any doubts about the Consultant's interests.

The Consultant is obliged to inform NITA of all such consultancy services, ownership interests or similar interests that may raise any doubts about the interests of the Consultant and the Consultant's employees.

8. PAYMENT AND TERMS OF PAYMENT

8.1 General Provisions on Payment

The Consultant shall be paid in accordance with Appendix 4.

The payment is stated in DKK and includes all duties except VAT existing on the effective date of the Agreement. In case of any alterations in the Danish duties, the part of the payment not yet paid to the Consultant shall be adjusted by the financial net result of such alteration in order for the financial position of the Consultant and NITA inter partes to remain unchanged.

All expenses and costs, including any expenses and costs with respect to travel, hotel, secretarial assistance, translations, office rent and office expenses in connection with the performance of the Task shall be included in the prices stipulated in Appendix 4.

Notwithstanding the above, the Consultant shall be entitled to receive payment for documented travel and accommodation expenses regarding activities carried out outside Greater Copenhagen area in accordance with the rates of the Danish State.

8.2 Agreements on fixed payment

If Appendix 4 stipulates that the Consultant is entitled to fixed payment, such payment shall be invoiced in accordance with the payment schedule in Appendix 4, which shall be based on the milestones of the Time Schedule, cf. Appendix 3.

Invoicing in accordance with the payment schedule of Appendix 4 shall only be made if the Consultant documents the performance of all services to be performed at the time in question under the Time Schedule, cf. Appendix 3 and at the same time the performance is approved of NITA. Failure to provide such documentation will result in postponement of the payment to the Consultant until the Consultant has documented the performance of the services stipulated in the Time Schedule. Postponement of the payment due to lack of timewise correct according to the Time Schedule, cf. Appendix 3 will in no possible way cause that the Consultant will be entitled to use any means that normally are used in a situation of breach.

8.3 Terms of Payment

Payment shall be due current month + 30 days from NITA's receipt of an adequate invoice.

In case of delayed payment, the Consultant shall be entitled to charge interest in accordance with the Danish Interest Act (renteloven).

If a breach at the Consultant due to circumstances that is the Consultant's responsibility causes that NITA are not able to pay via electronic transfer NITA will never could be held responsible with means that normally are used in a situation of breach.

9. WARRANTIES

The Consultant warrants that the consultancy services rendered fulfils the requirements as stipulated in the Agreement and the requirements for good practice within the business sector in question, and that the consultancy services include all the services and work that NITA may reasonably expect under the Agreement.

The Consultant warrants that until the Task is completed, the Consultant will maintain the necessary capacity and knowledge. This includes but is not limited to providing qualified employees at any time.

The Consultant warrants to treat all material received and all information about the consultancy task in strict confidence. The Consultant undertakes to comply with the security procedures etc. developed and/or agreed between the parties in connection with the solution of the Task, cf. clause 18.

In addition, the Consultant warrants that the Consultant is qualified in accordance with clause 7 of the Agreement.

10. DELAY

10.1 General provisions

A delay shall be deemed to have occurred if the Consultant exceeds any of the deadlines set out in the Time Schedule cf. Appendix 3.

Should the Consultant anticipate any risk of delay, the Consultant shall immediately notify NITA thereof stating the reason for the delay and the expected duration of the completion of the Task. In case of risk of delay the Consultant shall offer to assign additional staff to avoid or cope with the delay, even if such assignment may exceed the number of employees allocated to the performance of the Task.

Should the Consultant's work be delayed due to insufficient contribution from NITA, cf. sub-clause 5.2, the Consultant shall immediately and without unnecessary delay notify NITA thereof. If the Consultant fails to make such a notification, the Consultant shall forfeit the right to claim that any delays may be attributable to the insufficient contribution of NITA.

The provisions of Clause 11 and Clause 12 on termination for breach of contracts and other rights shall also be applicable.

10.2 Penalty

If the Consultant exceeds a deadline set out in Appendix 3, item [...] for [...] the Consultant shall pay a penalty of DKK 10.000 for each working day, or fraction of a Working Day, by which the work is delayed after 5 days.

The accumulated total penalty amount shall not exceed an amount equal to the total fee for the assistance under this Agreement.

Daily penalties accrued shall be paid by the week from the occurrence of the delay on the written demand of NITA. If NITA fails to make such demand, the right to daily penalties shall not be lost. NITA may at any time set off the penalty amount against the Consultant's fee.

11. DEFECTS

The Consultant's services shall be deemed to be defective if the services do not fulfil the requirements under this Agreement, or if the services are not up to the standard that may reasonably be expected by NITA.

If the services rendered by the Consultant are found to be defective, NITA shall be entitled to demand remedy of the defects within a suitable short time fixed by NITA or to demand a proportional reduction in the Consultant's fee.

NITA may chose to terminate the entire or part of the Agreement for breach of contract in case of material breach that is not remedied by the Consultant within the suitable short time fixed by NITA.

12. ANY OTHER BREACH

NITA's other rights in respect of the Consultant's breach of the Agreement shall be governed by the general rules of Danish law.

However, the following events are considered material breaches that entitle NITA to terminate the Agreement immediately:

- If the Consultant exceeds one of the deadlines stipulated in the Time Schedule cf. Appendix 3 by more than 14 Working Days.

- If the Consultant commences composition negotiations or experiences a significant deterioration of finances that by NITA may be considered as being suitable to jeopardize the proper performance of the Agreement.
- If the Consultant terminates the business pertaining to the Agreement, or other events occur that by NITA may be considered as being suitable to seriously jeopardize the proper performance of the Agreement.

Should NITA terminate the Agreement for breach of contract, the Consultant shall repay any payment received less the payment for the services approved by NITA. As should the Consultant return effects, documents or any other belonging that NITA is the owner to.

13. THE CONSULTANT'S LIABILITY TO PAY DAMAGES

The Consultant shall be liable to NITA in accordance with the general rules of Danish law. The liability to pay damages shall not include operating loss, loss of profits or other indirect losses.

The Consultant's total liability to pay damages under the Agreement shall not exceed an amount equal to the total fee for the assistance under this Agreement. The limitation in the Consultants liability to pay damages do not concern personal damage or physic damage to the property of NITA.

14. FORCE MAJEURE

Neither Party shall be liable to the other Party under this Agreement for circumstances beyond the Party's control. And for circumstances which the Party, when signing the Agreement, could or should not have foreseen or could or should not have avoided or overcome. In case of delay, Force Majeure may only be claimed for the number of Working Days for which the force majeure situation lasts. If Force Majeure causes postponement of a deadline for the Consultant's services, the related payments shall be postponed correspondingly.

Force Majeure may only be claimed if the Party in question has given written notice thereof to the other Party no later than 10 Working Days after the occurrence of Force Majeure.

15. NITA'S CONTRIBUTION

If the performance of the Task is delayed due to NITA's failure to contribute to the performance of the Task as stipulated in the Consultancy agreement or Appendices 5, the subsequent deadlines described in Appendix 3 shall be postponed with the number of days equal to the delay, but not calculated from an earlier date than the date of the Consultant's written demand to NITA. Pay-

ments shall be postponed correspondingly, but the Consultant shall be entitled to interest in the delay period according to the rates of the Danish Interest Act (renteloven).

The general rules of Danish law shall apply to any failure in NITA's performance of its payment obligations and NITA's default. The Consultant shall not be compensated for indirect loss, including operating loss and loss of profits.

NITA's total liability to pay damages under the Agreement shall not exceed an amount equal to the total fee for the assistance under this Agreement.

16. INDEMNITY INSURANCE

Throughout the entire period of the Agreement the Consultant shall carry indemnity insurance covering any claims that possible could arise under the Agreement. The Consultant shall document the fulfilment of this requirement at NITA's request.

17. RIGHTS

NITA shall be entitled to titles, copyright and any other rights to all documents and other products prepared by the Consultant in connection with the performance of the Task, including but not limited to reports and data produced by the Consultant as part of the performance of this Agreement.

NITA shall be entitled to make extracts from these documents and data and to publish and surrender such extracts to third parties.

The rights shall be acquired concurrently with the performance of the Task provided that NITA pays the Consultant in accordance with the relevant provisions of the Agreement.

Notwithstanding the above, the methods and tools developed by the Consultant or a third party shall remain subject to the copyright of the copyright owner unless the parties have made a prior written agreement about this.

The Consultant warrants that the Consultant is entitled to make use of the methods and tools. The Consultant is entitled to secure that NITA will be hold indemnified for any claims that might be raised in relation to the Task by 3. party that claims that their rights have been violated.

The Consultant shall be entitled to use the general knowledge acquired in connection with the provision of the Task in other contexts, also in relation to third parties, but always provided that NITA's anonymity is properly ensured unless otherwise agreed in writing.

The Consultant shall return all the material received to NITA upon the performance of the Agreement or the completion of the Task except questionnaires filled in by the employees or accounts of interviews with NITA's employees, including questionnaires etc. Such material shall be destructed by the Consultant upon completion of the Task.

18. CONFIDENTIALITY

The Consultant and its employees shall observe absolute secrecy as regards the information concerning NITA and other parties to which they may gain knowledge in connection with the performance of this Agreement.

The Consultant shall impose such obligation on all sub suppliers and others assisting the Consultant with the Task.

The Consultant is not allowed to distribute public information regarding this Agreement or publish any notices or material with regard to the contents of the Agreement or the consultancy service without the prior written consent of NITA, but the Consultant shall be entitled to state NITA as reference.

19. SUBSUPPLIERS

The Consultant may not leave the performance of the Agreement to sub suppliers without NITA's written consent, unless expressly stated in the Agreement. Sub suppliers shall at any time in advance be approved by NITA.

Should the provision of the Task partly or entirely be left to a sub supplier, The Consultant shall be liable for the fulfilment of the requirements under the Agreement as if the Consultant had provided the Task. Furthermore the Consultant will not in any way be limited in the responsibility under the Agreement including e.g. insurance.

Sub suppliers may not raise any claims against NITA under the Agreement; neither payment claims nor claims for damages.

20. ASSIGNMENT

NITA may assign its rights and obligations under this Agreement to another public institution or an institution owned by the state or to an institution that mainly is operated with public funds.

The Consultant may not in any way assign its rights and obligations under the Agreement to a third party or leave the performance of the Agreement to subcontractors without the prior written consent of NITA.

21. COMMENCEMENT AND TERMINATION (IN CASE OF NO BREACH OF CONTRACT)

The Agreement shall enter into force when the agreement is signed and terminate at the conclusion of the Task, cf. clause 4, but no later than 30th of June 2012.

NITA may terminate the Agreement at 30 days' written notice. The Consultant shall be entitled to receive payment for the work performed, cf. clause 8.

22. INTERPRETATION

The Appendices to this Consultancy agreement shall form an integral part of the Agreement. References in this Consultancy agreement to a provision herein shall also include the appendices to the Agreement. In case of any inconsistency between the Consultancy agreement and the Appendices, the Consultancy agreement shall take precedence.

23. DISPUTES

The Agreement shall be governed by Danish law.

In case of disputes the jurisdiction is Copenhagen.

Any disputes between the Parties arising out of or in connection with this Agreement shall be attempted to be settled by negotiations between the Parties. If necessary, efforts shall be made to elevate such negotiations to a high level within the Parties' organisations.

If the negotiations are unsuccessful, the Parties shall seek to reach an agreement of jointly appointing an independent expert to mediate and present non-binding proposals for the solution of the dispute.

If such an attempt is also unsuccessful, each Party shall be entitled to demand the dispute finally settled by arbitration. Alternatively, the Parties may agree that the dispute shall be settled by the ordinary courts with jurisdiction in Copenhagen.

The arbitration tribunal shall consist of three arbitrators to be appointed by the president of the high court having jurisdiction over the head office of NITA. The chairman shall fulfil the re-

quirements for being a judge. The Parties may recommend the other two arbitrators, who shall be appointed with proper regard to the special expertise required when judging the dispute brought before the arbitration tribunal.

Failing a majority decision, the chairman shall have the casting vote.

The arbitration tribunal shall decide its own procedure. The decision of the arbitration tribunal, which shall be motivated, shall be given as soon as possible and preferably within six months after the appointment of the arbitration tribunal.

24. SIGNATURES

The Agreement shall be signed in two originals, of which one shall be kept by NITA and the other one shall be kept by the Consultant.

Copenhagen

Copenhagen

On behalf of NITA

On behalf of the Consultant