TERMS OF SALE AND DELIVERY

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CompuSoft A/S

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5471 Soendersoe

Denmark

VAT-no.: DK21774774

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TERMS OF SALE AND DELIVERY

SCOPE

The following terms and conditions of sale and delivery apply to any form of trading with CompuSoft A/S. In an offer, CompuSoft A/S refers to the terms and conditions of sale and delivery, available at www.compusoft.com. Upon acceptance of an offer made by CompuSoft A/S, the customer agrees to have read and understood these terms and conditions of sale and delivery.

OFFER, ACCEPTANCE, ORDER CONFIRMATION AND PRICES

Offers

In the absence of any other agreement, offers from CompuSoft A/S are valid for 8 or 30 days from issue of the offer (see specifications below). The applicable validity period of the offer depends on which product(s) the offer is for. This is due to the unforeseeable circumstances in the current market situation. Prices are indicated without VAT unless otherwise specified.

For offers on hardware, including but not limited to PCs, printers, network equipment, devices and equipment for access control and ticketing, etc., prices and delivery times from CompuSoft A/S are valid for 8 days, unless otherwise indicated in the offer.

For offers on software, stated prices and delivery times from CompuSoft A/S are valid for 30 days, unless otherwise indicated in the offer.

After acceptance of the offer, CompuSoft A/S will issue an order confirmation.

Specified prices exclude VAT, unless otherwise stated.

Customer acceptance

An agreement has been concluded when the customer's acceptance is received in due time by CompuSoft A/S, or when CompuSoft A/S has submitted an order confirmation of a received order.

If the customer considers the order confirmation submitted by CompuSoft A/S deviates from the customer's order and thus entails a change that the customer does not wish to accept, the customer must notify CompuSoft A/S that the customer does not wish to accept these changes.

The customer must notify CompuSoft A/S of this within 1 day. Otherwise, the order confirmation issued by CompuSoft A/S will be taken as a basis for assessing the correct fulfilment of the agreement.

If the customer has requested CompuSoft A/S for a proposal for concept development (ideas and creative proposal), CompuSoft A/S is entitled to have this work paid, unless otherwise agreed.

Prices

All prices are excl. VAT and other fees, packaging, and delivery costs unless otherwise stated.

This includes package and handling fees, freight and shipping costs, and any installation costs, as CompuSoft A/S is entitled to invoice the buyer for this separately.

All taxes, prices, contracts, and subscriptions are index-regulated with effect from 1 January of each year or upon principal maturity. The index regulation is carried out with a factor corresponding to the development in Statistics Denmark's Net Price Index published in December of the previous year with base year 2015=100. The index regulation is calculated as follows: amount times new index divided by old index = new amount.

Price conditions

CompuSoft A/S reserves the right to change the prices without warning, if this is due to changes in exchange rate, prices increase for materials, changes in labor wage, government intervention or other matters that CompuSoft A/S is not in control of.

All prices in foreign currencies are based on the current exchange rate in Danish kroner on the date of the offer or order confirmation. In case of exchange rate changes before the payment date, CompuSoft A/S reserves the right to change applicable prices corresponding to the exchange rate changes.

In addition to the offered or agreed price, CompuSoft A/S is entitled to charge for:

- Additional work since the basic material provided by the customer to CompuSoft A/S turns out to be incomplete, unsuitable, or deficient.

- Additional work due to the customer requesting corrections or changes to the submitted material provided after the work has started at CompuSoft A/S.

- Additional work due to the customer making more corrections than agreed.

- Additional work due to the agreement/delivery cannot be carried out in continuous production due to the customer's circumstances or other measures agreed with the customer.

TRANSACTION FEES

Transaction fees are charges based on transactions associated with CompuSoft online services, such as CompuSoft online booking, cPay, cWallet, etc.

Transaction fee rates are listed on the price list on CompuSoft HelpDesk HTTPS://HELPDESK.COMPUSOFT.COM/.

Transaction fees are charged separately over 6 annual charges with the following interval: 1st quarter, 2nd quarter, the month of July, the month of August, the month of September, and 4th quarter.

DELIVERY / SHIPPING / PACKAGING

Delivery to CompuSoft A/S' warehouse, Sunekaer 9, 5471 Soendersoe, Denmark.
Freight and shipping from the above-mentioned delivery point will be made at the buyer's cost and risk.

The listed delivery times are estimated and are not binding. However, CompuSoft A/S strives to deliver in the specified time, which is in the interests of both parties.

Delivery takes place at the location and time agreed with the customer. Subject to delays or obstacles due to subcontractors' circumstances, clearance procedure, deviations from the agreed production plan or force majeure events that is beyond the control of the parties.

If the delivery time and/or place has not been agreed, delivery will be determined by CompuSoft A/S.

Delay

If a delay occurs, the customer shall make reservations about the circumstances mentioned in the above section. The customer is only entitled to terminate the agreement if the customer has clarified at the same time as the conclusion of the contract the importance of delivery being made at an exact time.

Suspension of obligations

In the event of force majeure, such as war, fire, or other impediments beyond the control of the parties, this agreement is suspended until the parties are again able to fulfil their obligations.

FORCE MAJEURE

CompuSoft A/S cannot be held responsible for any delay due to strikes, lockouts, work stoppage, transport barriers, delayed or inadequate delivery of materials or other conditions beyond the reasonable control of CompuSoft A/S.

RETURN FEE

A standard storage product in unopened packaging and undamaged condition is subject to a return fee of 15 % of the invoice amount excl. VAT, but with a minimum charge of DKK 250.

If the packaging has been opened, but is still in original packaging, 20 % of the invoice amount excl. VAT will be charged, with a minimum charge of DKK 250.

BROCHURES / DESIGN CHANGES

The technical data, prices and other specifications stated in CompuSoft A/S' catalogues, brochures, drawings or price lists are non-binding. CompuSoft A/S reserves the right to make changes without prior notice.

PAYMENT

When purchasing hardware

All orders of stock hardware products with a total value below DKK 10,000 excluding VAT, are invoiced upon dispatch/delivery. For other orders, an advance payment of 50% is charged.

For orders of hardware products with a total value exceeding DKK 10,000 excluding VAT, 50% of the total amount is invoiced upon order confirmation, and the remainder is invoiced upon dispatch/delivery.

When purchasing software deliveries and other deliveries/services:

For software deliveries and other deliveries/services below DKK 10,000 excluding VAT, the full amount is invoiced upon order confirmation.

For other deliveries with a total value exceeding DKK 10,000 excluding VAT, 50% of the total amount is invoiced upon order confirmation, and the remainder upon delivery.

For larger orders/development projects, CompuSoft A/S offers partial payment. For example, in the case of delivery of digital services (websites, programming, or other digital service deliveries), where

the contract amount excluding VAT exceeds DKK 100,000, payment is made according to the following provisions:

- 40 % is paid upon approval of the order confirmation and project description.

- 30 % is paid upon approval of the user interface design and before programming begins.

- 30 % is paid upon approval of completed project according to an approved and updated project description.

General terms of payment in other cases

Payment must be made no later than the day on which the offer, the order confirmation or invoice is stated as the final payment day, or cash upon delivery. Unless otherwise agreed, payment must be made within 8 days of invoice date.

CompuSoft A/S only sends electronic invoices. In cases where a paper invoice is to be issued, an administrative fee of DKK 100 is attributed.

PAYMENT TERMS

Payment terms are stated on the offer, order confirmation and on the front page of the invoice. For later payments, than described in the terms, a fee will be charged, and interest will be added at a rate of 1.5 % per month commenced.

TERMINATION AND RENEWAL OF SUBSCRIPTIONS

Termination policies

Subscriptions, licenses, hosting services as well as all other agreements can be terminated at the earliest 12 months after the start and 6 months before the start of a new period (main expiry). The termination must be sent in writing by letter to CompuSoft A/S, Sunekær 9, 5471 Søndersø, by e-mail to info@compusoft.com, or via CompuSoft HelpDesk system HTTPS://HELPDESK.COMPUSOFT.COM. The termination must reach CompuSoft in writing on time.

Subscription period

The subscription period appears on your order confirmation/invoice and on CompuSoft HelpDesk.

Renewal

All subscriptions, licenses, hosting services, and all other agreements are automatically renewed for the following period until they are terminated in accordance with the above termination policies.

Breach of the agreement

In the event of the customer's significant breach of the agreement, including e.g., non-payment of the subscription fee, CompuSoft is entitled to cancel subscriptions, hosting services, and all other agreements with immediate effect, and interrupt access to all services.

In the event of termination of the agreement, for whatever reason, the customer is obliged to immediately cease using the subscription. CompuSoft is not obliged to refund the subscription payment either in whole or in part.

The same applies if the subscription has been acquired in connection with or is used in connection with a digital tool/software that the customer has acquired or uses by agreement with a third party, and the customer's agreement with the third party is terminated for any reason.

License terms

When purchasing and using CompuSoft products, the at all times applicable license terms for CompuSoft, which are accepted when ordering a license, apply. The customer can find the applicable license terms on CompuSoft HelpDesk https://helpdesk.compusoft.com.

Access

The subscription is linked to one company, one organization or one institution and its CVR number.

The subscription type and the associated physical address appear in the order confirmation, welcome email, or invoice.

Access to our digital tools cannot be transferred to a third party unless the prior written consent of CompuSoft has been obtained.

The customer is only entitled to use the digital tools during the subscription period.

The customer has the option to purchase additional user access for certain products. These will be invoiced in connection with the creation of the user access, and invoicing will cover the remaining part of the subscription period.

TAXES

The customer is responsible for all applicable national, state, or locales sales taxes or usage fees, value added taxes, or similar taxes or fees payable in connection with the sales and transactions generated for the customer's business through a CompuSoft product. In consultation with the customer and based on the customer's information, CompuSoft products can carry out automatic calculations of sales taxes or usage fees, just as functions can be selected in CompuSoft products that automatically post sales taxes or usage fees, but it is the customer's responsibility to correct the calculations from time to time and report these to the appropriate authority.

RESERVATION OF RIGHT OF OWNERSHIP

CompuSoft A/S reserves the right of ownership of the sold products until payment has been made. In the event of a customer's lack of payment, CompuSoft A/S reserves the right to withhold the delivery ordered by the customer until the customer has made the correct payment.

The copyright to the developed preparatory work, concept development (ideas and creative proposals), original material, source code, etc. developed by CompuSoft A/S belongs to CompuSoft A/S and may not be transferred to any third parties without a written consent from CompuSoft A/S.

What CompuSoft A/S has procured and supplied from the preparatory work, partially finished products and materials, tools, data code, etc. for use in the delivery is CompuSoft A/S's property. This applies regardless of whether the information provided has been separately invoiced.

The details in the above-mentioned sections may only be used to carry out work for the customer and will only be saved and stored if a separate agreement is entered.

Definition of the term »source code«

A »source code« refers to the programming text that lies behind the software in question. This is written by an employee programmer of CompuSoft A/S or provided by a subcontractor in agreement with CompuSoft A/S.

This term does not include the source code's translation into a binary object code, which is a prerequisite for the computer system's correct running of a software program in question.

CompuSoft A/S's ownership of source code

CompuSoft A/S has full ownership of source codes used in the material delivered. The customer further agrees that CompuSoft A/S can reuse the source codes as a part of CompuSoft A/S' performance of tasks for other customers.

ABOUT COPYRIGHT

Preparatory design material

The copyright to the preparatory design material provided by the customer for the preparation of the ordered product at CompuSoft A/S, belongs to the customer.

In this context, the customer is responsible for ensuring that the material provided is not affected by the conflicting rights of a third party.

The customer's right to use the delivered product

The customer will be granted a transferable and permanent exclusive right to use the delivered product on any platform. Including, but not limited to, use digitally and in print. In the absence of an opposing agreement, the customer will not be entitled to use the delivered product for anything other than the one agreed with CompuSoft A/S.

Without prejudice to the before-mentioned material, CompuSoft A/S retains full and unrestricted copyright to the preparatory works and concept development (ideas and creative proposals) original material, etc. developed by CompuSoft A/S, and such material may not be disclosed to third parties without the prior consent with CompuSoft A/S.

Consent to use the customer as a reference

Unless otherwise agreed in writing, the customer agrees that CompuSoft A/S may use the customer's name and logo and generally mention the collaboration as a reference in marketing material. This includes, but is not limited to, the company's website, social media, presentations and sales materials.

If the customer does not wish to be used as a reference, they must notify CompuSoft A/S in writing, by sending an e-mail to info@compusoft.com, no later than 30 days after the conclusion of the agreement.

CompuSoft A/S undertakes to never publish sensitive information or specific details about the customer's use of the systems without prior written agreement.

SUBCONTRACTORS

CompuSoft A/S' is entitled to make use of subcontractors

CompuSoft A/S is entitled to have work carried out in whole or in part by subcontractors.

LIMITATION OF LIABILITY

The customer's indirect loss

CompuSoft A/S cannot in any way be held responsible for the customer's indirect loss, including, but not limited to, the customer's operating losses and loss of profit, unless CompuSoft A/S has acted intentionally or in a negligent manner.

The customer's changes to the delivered material

CompuSoft A/S is in no way responsible for any loss or damage caused by the customer's changes to the delivered product.

Relationship to new software

In the following text, the term »new software« refers to new versions of browsers, websites, scripts, plugins, applications, etc.

The term 'new software' refers below to new versions of browsers, websites, scripts, plugins, applications, etc. CompuSoft A/S only vouch for the function and interaction of the correct delivered product with the software used at the time of delivery. Why CompuSoft A/S cannot in any way be held responsible for the product's lack of function on new software.

LIABILITY FOR DAMAGE CAUSED BY THE MATERIAL (PRODUCT LIABILITY)

CompuSoft A/S is only responsible for personal injury if it is proven that the injury is caused by errors and negligence committed by CompuSoft A/S or others for which CompuSoft A/S is responsible. CompuSoft A/S is not responsible for damage to real estate or movable property, which occurs while the material is in the buyer's possession. CompuSoft A/S is also not responsible for damage to products manufactured by the buyer or to products incorporating such products. CompuSoft A/S is liable for damage to real estate and movable property under the same conditions as for personal injury. CompuSoft A/S is not responsible for operating losses, loss of profits and earnings, cost of restoration of destroyed data on data carriers or other indirect loss.

To the extent that CompuSoft A/S may be liable to third parties, the buyer is obliged to indemnified CompuSoft A/S to the same extent that CompuSoft A/S' liability is limited according to the 3 preceding paragraphs. These limitations in CompuSoft A/S' liability do not apply if third parties have committed gross negligence. If a third party makes a claim against one of the parties for liability under this paragraph, that Party shall immediately inform the other.

CompuSoft A/S and the buyer are mutually obliged to be sued by the court or arbitration tribunal which hears claims for damages, and which has been brought against one of them because of an injury allegedly caused by the material.

WARRANTY AND COMPLAINT PROVISIONS

MANUFACTURING AND MATERIAL DEFECTS

On condition that the agreed payment terms are met, CompuSoft A/S provides a 12-month warranty for manufacturing and material defects.

THE WARRANTY PERIOD

The 12-mounth warranty is calculated from the invoice date. During this period, CompuSoft A/S undertakes to repair products in which CompuSoft A/S considers to be defective.

The item is sent at the buyer's expense to CompuSoft A/S' address with an enclosed packing slip stating the reason. The shipping costs of returning to the customer are paid by CompuSoft A/S.

SECONDARY DAMAGE

Secondary damage caused by defects in the appliances or installations supplied by CompuSoft A/S is irrelevant to CompuSoft A/S, and CompuSoft A/S cannot be held responsible for this.

COMPLAINTS

Deadline for complaints

The customer is responsible for filing immediately complaint when the delivery is defective. If this complaint omitted or the customer does not advertise without undue delay and no later than 5 business days from the time of delivery, the customer loses access to assert the defect.

CompuSoft A/S is entitled to remedy a defect if this can be done within a reasonable time. CompuSoft A/S has no responsibility for defects that the customer has not stated in writing during

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the test/review, including software applications, digital information, prints and similar. The customer is entitled to a price rejection for minor deviations from approved test or agreed specification.

CompuSoft A/S is entitled to an over- or under-delivery of up to 3 % of agreed quantity. In cases where paper or other material is made specially for the order by anyone other than CompuSoft A/S, CompuSoft A/S is entitled to over- and under-delivery beyond 6 % of the agreed quantity, but not more than equal to the material supplier's delivery conditions.

Freight damage is reported to the carrier and CompuSoft A/S is irrelevant.

CHANGES

Changes to terms and conditions of sale and delivery

These terms and conditions of sale and delivery, as well as agreements derived therefrom, cannot be changed without the prior written consent of CompuSoft A/S.

Changes to the delivered product

Upon customer acceptance of CompuSoft A/S' terms and conditions of sale and delivery, the customer also agrees that the customer is prevented from making changes to the delivered product without the prior consent of CompuSoft A/S.

CONFIDENTIALITY

An exceptional confidentiality

As CompuSoft A/S wants to handle the customer's needs with the greatest possible discretion, CompuSoft A/S's employees are subject to a duty of confidentiality.

Choosing the applicable law and legal venue

If the parties cannot resolve a conflict jointly, any dispute, conflict or claim arising from or in connection with the agreement or breach, termination or nullity thereof will be finally settled with the court in Odense, as the legal venue under Danish law.

Danish law applies to this agreement to the extent that the legal situation is not laid down in the text of the agreement or in these terms of sale and delivery. Any dispute concerning the interpretation of the agreement, or the fulfilment and enforcement of the terms can only be brought before Danish courts and in accordance with Danish jurisdiction conditions.

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