

## Terms of Sale and Delivery at CURAit A/S

*Note: This English version of CURAit's Terms of Sale and Delivery is meant as a service to our customers. In case of any discrepancies between the Danish text and the English translation, the Danish text shall prevail.*

### 1. Application

The Terms of Sale and Delivery (the "Terms") shall apply to any agreements concerning CURAit A/S' CVR no 32444288, ("CURA") sale and delivery of products, spare parts and services for business customers within 3 business areas, which are: 1. Konfig (delivery of hardware, custom-made solutions), 2. Managed Services (implementation, operation, service) and 3. Cloud Service (hosting/data). As for the last-mentioned, Cloud Service, CURA's Service Level Agreement (SLA) shall apply as well, which describes CURA's corporate conditions regarding hosting/data.

### 2. The contractual basis

The terms constitute together with CURA's offer and order confirmation, and regarding Cloud Service as well CURA's Service Level Agreement, the total contractual basis regarding CURA's sale and delivery to the customer. The customers' supply conditions printed on the orders or in another way reported to CURA, do not constitute a part of the contractual basis. Changes of and supplement to the contractual basis are only applicable, if the parties have agreed upon in writing.

### 3. Scope of the supply

CURA provides the goods and services specified in the offer and the order confirmation. Additionally, CURA is without further liability or obligation to the customer.

### 4. Offer and order confirmation

CURA's offer is only valid in writing, and then only for 14 days, unless a shorter period has been stated. An offer lapses, moreover, if an item is sold out, or if the supplier or the right-holder change their terms of delivery.

CURA reserves the right to make changes in the products until the time of delivery, but CURA guarantees in that case at least an equivalent functionality and service.

Solely the customer can rely upon the content in individual offers and/or order confirmation as the basis of the supply. Information that CURA has set out in brochures, price lists, advertisements, offers, on the internet or verbally, is thus without relevance to the assessment of the supply. Changes in the individual offer or in the order confirmation must be accepted in writing by CURA. Placing an order or receiving products/services imply approval of these terms.

Orders can be accepted in writing, by email, internet, by telephone or fax, but are only binding, when the order is subsequently accepted by CURA in the form of a written order confirmation. The customer must control the order confirmation and immediately inform CURA in writing about any discrepancies. Otherwise, the information on the order confirmation along with these terms constitute the contractual basis of the supply.

### 5. Terms of pricing and payment

The prices in offers and order confirmation exclude VAT, delivery, installation and insurance, unless otherwise stated. Changes in exchange rates, taxes, insurance, freight, and purchase costs may cause price adjustments, conducted by CURA.

CURA is entitled to bill charges for IT equipment/- software, after delivery has occurred. The due date for payment is stated on the individual invoice. In the event of late payment,

CURA is entitled to charge interest of 1.50 % per month calculated from the due date. CURA does not need to send a separate claim for interest in order to achieve this right. If the due date for payment has come, and no payment has occurred, CURA reserves the right, if necessary, to withhold additional supplies or parts thereof and/or in writing inform the customer to cancel the entire agreement or parts of it. If CURA cancels the agreement, CURA will be entitled to compensation.

### 6. Breach

If the payment is not made on or before the stated due date of payment, this may result in additional collection cost, that burdens the customer.

### 7. Documentation and instruction

The supply is accompanied by product descriptions and user instructions (in Danish or English) in the extent these have been elaborated and provided from the supplier. The service work will not be documented unless otherwise agreed.

### 8. Time of delivery

The time of delivery in the order confirmation is approximate. Partial supplies can be made. The place of delivery is stated in the order confirmation.

If the customer denies or is unable to receive the supply at the agreed time, the customer must pay CURA's expenses or losses related thereto, including storage costs until the customer has accepted the delivery on the agreed terms.

### 9. Retention of title

The supply is sold with RETENTION OF TITLE and is CURA's property, until the customer has paid the purchase price in full plus additional interest and costs, as well as any expenses related to the sold products or services that may be incurred by CURA on behalf of the customer.

Until the retention of title has been passed on to the customer, the products must be insured by the customer and separately stored. The customer does not commit, without CURA's consent, to move, pledge, rent out, or otherwise dispose of the goods and services sold, until the ownership has passed on to the customer. Moreover, the customer will not be entitled to make changes to the products.

### 10. Opportunity to return conforming services

If CURA in writing agrees to take back items, this acceptance will include a so-called RMA number, which must be indicated outside the return shipment. Indication of this number is dependent that the product will be received at CURA. The product must be unopened, intact, complete and in the original packaging. The extent of the subsequent crediting of the product will depend on the product's resale value.

### 11. Special terms for program products

The customer is obliged to respect the license terms in force at any time, which can be delivered in online terms – for delivered software products and has, moreover, agreed to comply Danish law in force at any time regarding software that are protected by the Copyright Law. Such license terms prevail over these present terms, and the customer has been informed and has agreed that these license terms may contain aggravating circumstances in relation to these present terms.

## 12. Special terms for services

Should CURA provide services at a customer's location, the indicated prices for the service work would be estimates based on CURA's general knowledge. Individual circumstances at the customer, such as integration needs for existing products, setup

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*Continued*

The customer is moreover liable that CURA has been provided with all relevant information ahead of the service work. CURA can thus not guarantee that service work on one or more products do not affect other parts of the customers' IT system. The customer has agreed to cover the expenses, related to the restoration or the update of these parts of the IT system.

If the customer wishes to file a complaint regarding performed services, this must be done immediately after the completion of the work. A complaint must, in any case, be received by CURA in writing no later than one week after the completion of the work.

## 13. Complaint and liability for products and services, which are not included in section 9 or 10

The absolute complaint period expires after 12 months, and complaints require that the customer has fulfilled their general examination obligations according to the general Danish Law. Complaints about CURA must be stated in immediate extension of this investigation. Otherwise, the complaint will be rejected. CURA does not provide a warranty on its products or spare parts.

The period, within which notice must be given regarding spare parts, expires definitively after 3 months, and complaints, which are not reported within this period, CURA is allowed to reject.

In case of deficiencies, and there, moreover, has been filed a complaint in a timely manner according to the above-said guidelines, CURA will at its own discretion repair or exchange the product within a reasonable time. The customer must in that case give CURA the opportunity to examine products at the customer or at CURA at CURA's own discretion. When shipping the product, the customer must pay the costs hereto, and the customer must undertake the transportation risk. All reasonable care and all reasonable efforts will be done to solve the problem within a reasonable time.

In the absence of error remediation of CURA's own products/services, the customer may be entitled to rejection or reimbursement.

If the customer has reported errors, and it turns out that there are no errors that can be attributed to CURA, the customer must compensate for the costs that CURA has had in that regard. The compensation will be determined by CURA's price list in force at any time regarding performed services etc.

## 14. Limitation of liability

The customer agrees that there, in the standard software, can occur less important errors and discrepancies, which do not affect the use of the software significantly. CURA does not guarantee that such conditions will be remedied, and a possible remediation will in any case most often be deferred to the release of the new version.

CURA's duty of remedy and liability in accordance with this agreement does not imply:

parameters, etc. can affect the need for service, and the customer will be charged for the time spent according to applicable list prices. The customer is, prior to any service work, entitled to ensure proper backup of all data.

\* Errors due to installation made by others than CURA or due to the customers' use of the products in combination with other equipment/software, which directly or indirectly affects the functions of the products.

\*Errors due to changes or intervention in the products, which have not been made in accordance with CURA's written instructions.

\* Errors due to the customers' lack of education or due to the use of the products in another way than prescribed in the handed documentation or by neglects from the customer, their personnel or third-party.

\* Remediation of lacks in products developed or produced by third-party besides communicating the complaint to the supplier/right-holder.

\* Lack of fulfillment of requirements or wishes concerning functionality that is not explicitly and unambiguously described in the order confirmation.

Under no circumstances shall CURA incur a total compensation and/or be required a proportional rejection, which exceeds the customer's total payment in accordance with the agreement the said requirements concern, and in all circumstances with a total maximum amount of DKK 50.000 in every individual agreement. This maximum, including the absolute maximum for every individual agreement at DKK 50.000 apply as a total accumulated maximum for all circumstances concerning an agreement, which may entitle the customer, including the customer's affiliated or associated company, for compensation and/or proportional refusal, regardless that requirements thereon might be due to gross or ordinary negligence from CURA.

CURA is not liable for indirect loss, including loss of production, sale, profit, goodwill, consequential losses, damages caused by IT virus, operating loss, data loss, and costs for reestablishing these, regardless of this is due to gross or ordinary negligence.

CURA assumes product liability in relation to delivered products and spare parts in the extent this follows by mandatory legislation. Any non-statutory product liability developed in Danish Law is thus explicitly disclaimed. The customer shall indemnify CURA, in the extent CURA additionally might incur product liability.

## 15. Force majeure

Neither party are liable for failure to fulfill the obligations, which can be attributed to force majeure. The liberty of responsibility exists as long as force majeure exists. In force majeure are considered events, which are beyond the parties' control, and which ought not to have been foreseen by the formation of the contract. Examples of force majeure are unusual weather circumstances, war, terror, fire, flooding, vandalism, strikes and lockouts.

## 16. Data protection and confidentiality

Information about the customer will be stored and/or transferred in strictly accordance with legislation in force regarding data protection. The customer can inform CURA that

the information must not be used in direct marketing.

The customer is not allowed to pass on or use or make others able to use CURA's corporate secrets or other information regardless of type, which are not available to the public. The customer should treat and store the said information securely in order to prevent that it unintendedly is communicated to others. This obligation shall apply in the trade between the parties and without time limits after the termination of the trade regardless of reason for termination.

#### **17. Disputes**

This agreement is subject to Danish law, and disputes must be determined by CURA's registered address.