

Cloud Agility A/S (CA) – Terms of delivery – Co-operation Agreement

SECTION I – GENERAL TERMS

1 Application and conclusion of the Agreement

These Terms of Delivery (Delivery Terms) are valid for services (Services) according to the Agreement of the two Parties (The Agreement), unless they have been deviated explicitly and in writing, and if it can be determined with certainty, that it has been the intention to deviate from these Delivery terms. Sections II to V of the Delivery terms are valid in addition to the general terms of this section I, to the extent that the Services contain the categories of services, processed in each of these sections.

The Delivery Terms are valid for the full Services of Supplier, regardless that Supplier has started the Services before establishing a written Co-operation Agreement between Customer and Supplier.

Customer authorizes his System Administrator at any time or another contact person at Customer's, to always act with binding effect towards Supplier, to place orders and to change or cancel the already established Agreement.

If further services are placed, diverted from or connected to the Services, the Terms of Delivery will also be used when carrying out these Services, unless otherwise agreed in writing between the Parties.

2 The Services

The Services are specified in the Agreement. The Agreement contains a detailed description of the Services and the demands made in connection with the Services. Supplier reserves the right to make changes in product- and service specifications until the Time of Delivery, as long as functions and demands are not affected negatively.

Customer can only invoke to the content of the individual offer and/or order confirmations as basis for the Services, to the extent that these are specifically included in the Agreement. Information stated in brochures, price lists, advertising, previous offers, on the internet or verbally by Supplier, are not relevant for the evaluation of the Services and the fulfillment of the demands made to this.

If Customer has special expectations or demands to the Services, Customer is in every respect responsible for having these included in the Agreement. Supplier is only responsible for delivering the Services in accordance with the agreed specifications of the Agreement.

3 Co-operation of the Parties.

The Parties must loyally participate in the fulfilling of the Agreement.

The Parties must continuously and with short notice make commercial and technical decisions important for the execution of the agreed Services, and the co-operation in general. Both Parties must secure the necessary organizational structure for this. The Parties must secure the presence of the necessary authorization and decision-making competences within the participants of the co-operation in order to secure the necessary dialogue and progress.

Moreover, the Parties must agree to show the flexibility and cooperativeness, which is needed for an appropriate delivery of the Services.

4 Prices and Payment Terms

The prices stated in the offer and order confirmation are without VAT, shipment, installation and insurance, unless otherwise stated. In case of changes of exchange rates, fees, insurance, freight and purchase costs Supplier may adjust the prices.

The Supplier is entitled to invoice Customer when delivery has been executed or according to the agreed payment plan. However, for hourly Services Supplier is entitled to invoice on a weekly basis, no matter if a task is expected to proceed over a longer period of time. Expenses are invoiced on a monthly basis.

Payment Terms are 14 days net.

Supplier is entitled to have all expenses covered, such as transport, meals and accommodation. Transport time is invoiced according to actual time spent.

Supplier has the right to debit at least 30 minutes on all inquiries, also support tasks.

Supplier has the right to charge overtime payment. Overtime payment will be settled according to the valid general price lists of Supplier.

In case of overdue payments Supplier is entitled to charge interests from time of due date for 1,80% per month. Apart from this Supplier is entitled to charge fees when providing oral or written reminders or if a claim is sent to debt collection. The fees are based on the valid fee policy of Supplier. In case of payment default Supplier is also entitled to suspend or withhold the Services or parts of them and/or via written information to Customer to cancel the Agreement totally or partly. If Supplier terminates the Agreement, Supplier is entitled to a certain compensation.

When Customer is making ongoing payments for delivered use rights or current services, Supplier is entitled to adjust the prices for this once a year to the end of the calendar year.

Hourly rates and fees connected to subscription- and/or maintenance agreements as well as other prices for current services are adjusted once a year as of January 1st.

In case of changes of exchange rates, fees, third party purchase prices, insurance and freight Supplier may, without notice, adjust the prices with the net effect hereof.

Customer accepts that Supplier can offer Customer that the payments will be affected through Supplier Service. If Customer still wishes manual payments Supplier is entitled to impose a fee based on the valid fee policy of Supplier.

5 Documentation and Guidance

The Services are only documented to the extent that it has been fully agreed, and guidance, user manuals etc. are only supplied to the extent that it has been specified.

Documentation for hardware and software are supplied to the extent that the producer has released such documentation. This documentation is supplied as it is, with no responsibility on the Supplier's part.

6 Delivery and Delivery Terms

Any agreed delivery terms are described in the Agreement. If a Time of Delivery has not been agreed, each Party can require the Agreement to be affected within a fair written notice. Any agreed time of delivery is approximately. Partial delivery might take place.

Unless otherwise agreed, the Services (time of delivery) are considered effected, when Customer has access to the Services, hereunder the result of a current service, and maybe the Supplier has given Customer information of how to get online access to the Services.

The risk for the Services is in all cases transferred to Customer at the time of Delivery. If Supplier must prepare hardware bought by Customer, the hardware will be at Supplier's premises at Customer's cost and risk, and Customer is thus responsible for insurance of the equipment.

7 Delay

If one of the Parties realizes, that a delay will occur when fulfilling the Parties' obligations of the Agreement, the Party must without undue delay inform this to the other Party. Hereafter, the Parties must loyally seek to restrict the delay and any harmful effects of the delay.

If Customer does not fulfill his obligations according to the Agreement, or if Supplier is prevented in any way to fulfill his obligations for reasons, imputed by Customer, Supplier is entitled to demand fixed deadlines for the execution of the Service postponed with the duration of the delay as well as a fair start up period after the end of the delay.

Supplier is also entitled to require additional costs covered, no matter if he requires postponement of the fixed delivery times, if the resources of Supplier has not been used optimally.

If an agreed Time of Delivery is exceeded with more than 20 working days, Customer might give Supplier a fair time limit, within which delivery must take place. If delivery is still not affected, Customer may after expiration of deadline terminate the Agreement and demand compensation within the limits of these Delivery terms.

Customer has no further violation competences in case of delay.

8 Defective Services

A default in the Services is available if it does not meet the agreed specifications of the Agreement, and if important deviations have been detected.

The definite complaint period expires 6 months after time of delivery, and the complaint presumes that Customer has fulfilled his ordinary caveat emptor according to Danish Law. Complaint towards Supplier must be stated immediately after the extension of this investigation. Otherwise, the complaint will be rejected.

Supplier decides if remedy of deficiencies will be carried out as remediation or delivery.

If Supplier does not remedy the defect within a fair period of time (minimum 20 working days), Customer may be entitled to a proportionate refusal in accordance with Danish Law. If a Service is supplied based on elapsed time, Supplier's remediation time will be invoiced according to remediation time.

Further to this, Customer may terminate the Agreement, if a considerable defect has been found, and if this has not been solved within 20 working days after the faulty hardware or software has been at Supplier's disposal, at the very latest. In such cases Customer may also require compensation with the limitations, following the limitations of these general conditions, and any special conditions attached to the supplied Software.

This point settles any responsibility, Supplier has conc. defect of the Services, and Customer dismisses herby explicitly and irrevocably any right connected to defective software. The termination must be seen in context with the responsibility limitations, followed by these terms as well as the license terms of producer.

If Customer has reported a condition as a defect and it turns out that there is no defect, Customer will compensate for the expenses, Supplier may have had in this connection. The compensation is determined from Supplier's valid price list for Services.

9 Retention of Title and lien

The Services are sold with RETENTION OF TITLE and will be Supplier's property, until Customer has paid the whole purchase price with additional interests and cost and any costs in relation to the sold services, which may be held by Supplier on behalf of Customer.

If the Services consist of establishing access to current services, Supplier has the right to permanently or temporarily bring the Customer's access to the Services to an end without any responsibility whatsoever.

10 Limitation of liability

Supplier's liability does not include (a) deficiency as a consequence of installation made by others than the Supplier or as consequence of the Customer's use of the Services together with other hardware/software, which directly or indirectly will influence the functions of the Services, (b) errors occurred as a result of changes or interventions of the Services not in accordance with the Supplier's written instructions and accept, (c) errors occurred because of Customer's lack of education, because of the use of services in another way as prescribed in the supplied documentation or good IT-custom or as a result of neglect from Customer, Customer's personnel or third party, and (d) lack of fulfillment of needs or wishes for functionality, which is not described thoroughly and clearly in the Agreement of the Parties.

Supplier is not responsible for indirect loss, consequential damage caused by IT-virus, operating loss, internal time consumption at Customer, loss of data and costs for the re-establishment of these and profit loss and other commercial loss, no matter if this is due to Supplier's negligence.

Supplier's liability is in terms of amount limited to the Supplier's remuneration according to the Agreement received within the last 12 months prior to the entry of the damage and in any case MAX DKK 1.000.000.

Supplier has product responsibility according to the valid mandatory legislation. Further, Supplier does not take any product responsibility.

The Supplier's responsibility for lack of hardware includes receipt of Customer's error reporting and reporting of errors to the producer or his local representative. Apart from this Supplier does not take any responsibility.

11 Force majeure

No Party is in breach of any obligation to the extent and for the duration prevented from performing the obligation due to a force majeure event, like strike, lockout and other conditions, which are considered force majeure according to Danish law.

12 Supplier processing of Customer data

This section 12 is used in cases where Supplier receives or processes data on behalf of Customer.

Generally

Customer information will be stored and/or transferred in strict accordance with Danish GDPR law. Customer may inform Supplier that the information must not be used for direct marketing.

Customer has all rights to own data.

Data, generated by Supplier, or generated automatically in connection with fulfillment of the Agreement, may only be used by Supplier for implementation of the Services and for statistics purpose when information have been anonymized.

Personal data

If Supplier processes personal data on behalf of Customer, Customer is data responsible for the personal data, processed on Customer IT-systems, and Supplier is processing data on behalf of Customer and thus subject to Customer instruction competences.

Supplier must make the necessary technical and organizational security precautions that personal data are not accidentally or illegally destroyed, lost or deteriorated and that they have not come to the knowledge of unauthorized employees, misused or in other ways processed in contravention with law of personal data or other legislation, that regulates personal data.

Supplier must, on request from Customer, give Customer sufficient information and sufficient control access so that he can verify Supplier's compliance of the demands for security precautions of the Agreement.

Supplier must only leave the processing of personal data to third parties with Customer's previous written consent. At the time of the conclusion of the Agreement the Customer's accept hereof will also form accept of the third parties mentioned in the Agreement, also suppliers of third-party products, included in the Agreement.

Supplier must not transfer personal data to countries outside of the EU without the previous written acknowledgement of the Customer, this, however, cannot be refused without factual reason.

The demands for Supplier's processing of personal data and the interrelationship of the Parties in relation to this may be further regulated in separate GDPR Agreement.

Compliance of GDPR legislation means and includes that Customer must observe the regulation of information and insight duty toward the registered, process objections against registration, delete incorrect information etc., collect the necessary consents for registration and processing of personal data and make review to The Danish Data Protection Agency, when necessary. Supplier must be ready to follow the decisions of the Danish Data Protection Agency concerning measures to fulfill the security demands of personal data. Supplier must also allow the inspections, which the Danish Data Protection Agency will require in connection with processing of personal data.

Customer is always responsible for not posting and processing personal data in the operational environment, against GDPR legislation. Violation hereof will be considered a significant violation of the Agreement, which justifies that Supplier may terminate the Agreement. Supplier will mention the guidelines and regulations of the Danish Data Protection Agency found on www.datatilsynet.dk. Customer must keep Supplier indemnified if Supplier causes damage as a consequence of the Supplier's processing of personal data according to Customer instructions or moreover according to this Agreement.

If the Parties have entered a separate GDPR agreement this replaces the above.

13 Safety Regulations

Supplier is obliged to maintain a high safety level in the Services. Supplier may thus secure his IT environments physically, in accordance with good IT customs, against unauthorized access, fire etc. and secure a logical segregation of the Service. Supplier vouches for ongoing security of network and general IT environments with updated, market leading security- and antivirus programs, but has no responsibility for unauthorized access to or misuse of Customer data.

To the extent that Supplier will prepare general audit and security reports, Customer is entitled to get access to these reports without cost. Supplier is entitled to remove any confidential information here.

Supplier must observe Customer's always valid security regulations, contingency plan, security procedures and – regulations, to the extent that Supplier has received these at the time of the Agreement and approved in writing by Supplier. Customer is responsible for letting Supplier know about this. Any costs in connection with the compliance of these, Supplier can require payment separately. Any possible changes in security requirements or presentation of new guidelines after conclusion of the Agreement is considered a change.

14 Cancellation and re-scheduling

If Customer has been granted the right to cancel or re-schedule courses, consultancy services and the like, this will only be done according to the agreed guidelines hereof. Customer has been made explicitly aware that depending on the notice of cancellation/re-scheduling, Customer will be invoiced fully or partly according to the originally made Agreement.

15 Consent to marketing

By acceptance of these Delivery terms Customer also expresses his clear consent that Supplier may contact Customer by phone, email, text and mms as far as marketing is concerned or in connection with guidelines of products. Customer has been informed that this consent can always be withdrawn by contacting Supplier via the always valid information at www.cloud-agility.com.

16 Disputes

This Agreement is subject to Danish Law, no matter what international conflicts of law rules implemented in Danish law and CISG may prescribe, and disputes shall be arbitrated at Supplier's statutory domicile.

SECTION II – SPECIAL TERMS FOR MAINTENANCE

Below terms are valid in addition to the terms of section I, in cases where an agreement of maintenance is part of the agreed Services.

17 Supplier's services

Supplier must from the agreed date carry out maintenance as specified in the Agreement (Services) of the Software, stated in the Agreement, or other parts of the Customer's IT environment. Unless otherwise stated, support and/or maintenance does only include standard software and not possible adjustments, parameter set-up etc. To the extent that standard services are the case, the content of the individual subscription types can be changed continuously by Supplier. It is required that the change is justified in objective and technical circumstances.

Customer may, if this is stated in the Agreement, order on-site service assistance or other ad hoc assistance. Such services are as a rule supplied without previous specification of service obligations, and Supplier's obligations consists in this connection only to supply qualified resources for carrying out the services. If further specification for the services has been agreed, Supplier is obliged to supply in accordance with these.

Services must be carried out by qualified employees and in accordance with good IT practice. Support- and maintenance work must be planned and carried out within normal working hours, to the least inconvenience for Customer. If Customer wishes solving of tasks outside of normal working hours, this requires a separate agreement.

In connection with performing Services, Supplier must have unrestricted access to these, and Customer must make access available free of charge to those parts of his IT environment in which operation of Software/Hardware is carried out.

If performance of the Services requires a whole or partial intermission of Customer's IT system, Supplier must ask for Customer's accept in advance. If Customer wants the intermission outside normal working hours, Customer must pay all extra costs herewith. Customer must also accept that possible agreed deadlines are prolonged.

Within the period of the Agreement, Supplier must maintain an organization and a preparedness, enabling him to fulfill the obligations, resulting from the Agreement.

Supplier must provide qualified resources for completing working tasks. Supplier is always eligible to replace resources, such as named resources, allocated to the Agreement, to other similar resources.

18 Customer participation

Customer is in the daily operation obliged to make sure that the IT environment of Customer is in accordance with valid regulations hereof. Especially Customer's duty to follow the recommendations from Supplier, operational personnel or producers conc. technical and operational conditions must be emphasized, having a configuration that can handle new updates/releases of the Software, included in the Agreement, and moreover to follow the guidelines of Supplier conc. Installation and use of Software/Hardware.

Customer agrees to keep any costs in connection with configuration- and system changes which are necessary because of the Services included in the Agreement. If Customer is not prepared to pay the necessary costs herewith, Supplier's obligations to the Agreement will be discontinued, where there is factual justification for this.

Customer is responsible for establishing the online connection to Customer's IT system in accordance with the Supplier's always valid specifications.

If Customer uses third parties for delivery of operating services, customer is responsible for Supplier's unrestricted access to operational environment, data etc., to the extent that Supplier requests this. If remediation must be carried out and coordinated in cooperation with third party, the need for further resources is settled separately and without the usual remuneration.

Customer must secure the IT environment, in which the Supplier's employees work in/with, so that there is no risk of loss or damage on Customer's IT systems, including loss or damage of data. Customer must therefore secure that sufficient backup is taken, before Supplier's employees get access to Customer's IT environment, so that Supplier can carry out the agreed Services without risk for loss of data and software. Backup must include any kind of data and software, hereunder data connected to ongoing projects or tasks, in which Supplier is involved (Supplier does not take backup of such data, unless explicitly agreed in writing between the Parties, regardless that the data are generated by Supplier).

Customer is assumed to have the license rights necessary for carrying out the Services.

19 Service level goals?

If the Parties have agreed to special service goals for the Services, this will appear in the Agreement. The maintenance of such service goals requires that Customer fulfills his obligations according to the Agreement. If Customer wishes to invoke that agreed service goals have not been fulfilled, this must be done 5 working days after expiry of the calendar month to which the missing fulfillment refers, at the very latest.

20 Complaint and responsibility

Customer is responsible for controlling the Services and immediately inform any possible defects to Supplier. Complaints must in any case be handed over to Supplier at least one month after performance of Services.

Supplier must after receipt of written complaint from Customer and with due regard to the significance of the matter for Customer, remedy the incident within a reasonably fair time.

If service goals have been agreed for the Services, and if lack of fulfilment of these service goal elicits an agreed compensation, Customer may not claim other default powers in the occasion of the missing fulfillment.

21 Lending and return of hardware and programs etc.

Tools, hardware, material and other equipment made available by Customer, must only be used by Supplier for performing the agreed Services. After completion of the Services, tools etc. must be returned to Customer without undue delay.

22 Ownership and copyright

Supplier has full ownership, copyright, right of disposal and any other right to all services, reports, and guidelines, all documentation and other material as well as all scripts and configurations, prepared by Supplier in connection with the Services of the Agreement. Customer's right to use these is limited to the use necessary for receipt and use of Services and the use lapses after termination of the Agreement.

23 Use of Sub-suppliers

Supplier is entitled to let one or more sup-suppliers carry out the whole or part of the Services. Supplier must thus inform Customer, on Customer's request, about which parts of the Services are carried out by sup-supplier.

Supplier is directly responsible for the Services performed by a sub-supplier, as if provided by Supplier it-self.

24 Agreement period and termination

Unless otherwise stated in the Agreement, Customer and Supplier are entitled to terminate the Agreement for future (ex nunc) with a minimum of 6 months' written notice to the end of a calendar month. However, the Agreement is irrevocable for the first 12 months after entry.

SECTION III – SPECIAL TERMS FOR HOURLY RATES

Below terms are valid in addition to the terms of section I, in cases where delivery based on hourly rates is part of the agreed Services.

25 In general

Hourly rates are supplied as a professional effort rate in accordance with the Agreement of the Parties. The Services will be supplied in accordance with good IT custom.

Supplier must, when delivering the Services, use qualified resources for completion of the Agreement.

The Parties must secure continuity in the resources used for carrying out the Agreement. However, Parties must, when necessary, change resources, including named resources, allocated to the Agreement, to other similar resources.

26 Customer's participation

It is a prerequisite for the compliance of the agreed delivery terms that Customer can make relevant decisions for the Services on a daily basis, and that the persons, who are in daily contact with Supplier, have the necessary competences in order to make decisions relevant for the co-operation.

Customer is obliged to secure that Supplier, before getting access to Customer's IT systems, has been made aware in writing of possible security regulations or other guidelines valid for getting access to Customer's IT systems.

Customer is also responsible for (a) securing the necessary right in connection with establishment of integration to other systems, (b) make sure that necessary permissions are available and to get data and transaction files, (c) in case of convert

of data to make sure that data extractions from the systems in question and the necessary descriptions are made available to Supplier, and (d) to secure that the necessary updates/changes of Customer's IT environment has been made, hereunder that the demands for technical platform etc. are fulfilled.

27 Rights for the result of the Service

By efficient payment Customer is granted a right to use the result of Supplier's efforts.

To the extent that the use of this requires the participation of Supplier apart from what is specified in the Services, this is a separately payable rate.

Complaint and responsibility

Complaint period for all Services is 3 months from time of delivery, and 1 month after time of delivery for the last part of the Services, if partial delivery has been agreed.

Customer must without undue delay after time of delivery control all supplied parts of the Services and also fulfill common investigation duty according to common rules of Danish Law.

Supplier is not responsible for the profitability of the Services, usefulness or suitability for a certain purpose or achieving a better result for Customer, apart from what is stated specifically in the description of the Services, see section 6.

Supplier's advice concerning the suitability of the Services is only based on information which was available at the time for entering the Agreement of the Parties.

If the Services contain defects, meaning that the supplied does not meet the specifications agreed to in the Services of the Agreement, and if considerable deviations are supplied, Customer must at once inform this to Supplier. Otherwise, possible claims will be rejected.

Supplier has the right and duty, at his own expense, to start remedy of defects within a fair time after receipt of a thorough claim from Customer within the agreed time limit.

If Customer has claimed a default, and it turns out that there is no default at all, Customer will compensate all expenses, that Supplier might have had. The compensation is fixed according to the Supplier's valid price list for performed service etc.

If Supplier does not remedy the default within a reasonable time, Customer is entitled to use the available default powers according to common rules of Danish Law (limited by the agreed limitations of ability, including especially section 10).

28 Prices and terms of payment

Travel time is settled at the always valid hourly rate. Suppliers expenses (ex. Bridge and road fees, taxi, flight, meals, accommodation etc.) in connection with carrying out the Services are reimbursed by Customer on a time basis without surcharge. Transport is settled according to state tariffs.

Supplier's handling of Customer requests about changes of Services are invoiced according to used time. If Customer's lack of participation results in a need for further resources from Supplier, it is agreed that Customer in this connection is invoiced according to used time, no matter the selected price model.

Supplier is entitled to overtime pay, if the services are carried out on weekends, on public holidays or weekdays outside office hours 08.00-18.00, according to mutual agreement between the Parties. After 06.00 and before 22.00 on all working days Customer will pay an additional price of 50% according to agreed hourly rates. If the services must be carried out at another time than stated above, Supplier is entitled to a 100% addition, according to the agreed hourly rates. If hourly rates have been agreed, overtime is paid according to the above, but only so that the percentage addition is based on the usual list prices.

The price for those parts of the Services, settled according to elapsed time, is invoiced as the sum used for the resource in question multiplied with the agreed hourly rate for the resource. In addition to this, the surplus costs, such as transport, transport time, meals and accommodation, are settled.

Estimates are not binding for Supplier, and Supplier is thus, no matter that estimates have been stated, entitled to invoice Customer according to actual time spent as well as surplus costs in connection with handling of the task.

Services are invoiced ongoing on a weekly basis in arrears and based on the actual time consumption, unless otherwise agreed. A possible payment plan might include those parts of the Services, supplied at a fixed price.

