

These general provisions apply to the provision of products, services and support.
These provisions are an appendix to a document entered into by the parties.

1 Scope

Scope means the delivery of products, services and support in accordance with what the parties have specifically agreed.

2 The implementation

The parties must carry out agreed preparations and other, according to AddPro, necessary instructions on preparations. Such instructions and agreements must be given by the party well in advance of execution.

The parties are obliged to provide the party without delay with information that may be relevant for the fulfillment of the agreed scope.

The parties undertake to allocate resources to the extent necessary for the fulfillment of the agreed scope. The parties further undertake to carry out the agreed scope with accuracy, professionalism and in a professional manner.

The agreed delivery date is the day on which the execution must meet the agreed scope. If the delivery date relates to products, these are considered delivered when delivery has arrived at the customer's specified address. If the products are picked up by the Customer, these must be considered delivered by delivery from AddPro. The risk for the delivery is borne by the Customer when delivery as above has taken place.

If the design does not meet the agreed scope, AddPro must remedy this without undue delay.

If AddPro is unable to meet the agreed scope through remediation, then AddPro must propose to the Customer alternatives in accordance with the agreed scope. The Customer must thereby approve such an alternative in the event that they meet the agreed scope.

Each of the parties has the right to terminate the agreement if a delivery delay lasts longer than 90 days from the promised delivery date. If a new date is agreed for the delivery date, any delivery delay is calculated from this new date. Such an agreement must be approved in writing and confirmed by the Customer.

3 Subcontractor

AddPro has the right, after the Customer's approval, to hire a subcontractor to fulfill its obligations in accordance with the agreed scope. In the event that AddPro hires a subcontractor, AddPro is responsible for the subcontractor's work as for its own.

4 Responsibility

AddPro is obliged to remedy errors in the delivery without undue delay, if this does not correspond to the agreed scope.

AddPro's liability does not cover errors caused by the Customer's incorrect use of the service or product provided.

AddPro is also not responsible for errors caused by viruses or other external attacks.

AddPro can also not be held responsible for such things, which are outside AddPro's control and which AddPro cannot directly influence.

Furthermore, a party with the following limitations is liable for Damage which he has caused by negligence.

Liability for damages is limited to an agreed amount. In the absence of such an agreement in this agreement, the liability is limited 15% of the total value of the agreed scope. Applicable agreements that run over a longer period of time, such a contract value must be limited to one annual value.

Party is not liable for lost profits or other indirect damage. A party is also not liable for any other party's liability to third parties.

A party must make a claim under this paragraph within 30 days from the time the party has marked or removed the basis for the claim. The claim must be in writing.

The limitation of a party's liability does not apply in cases where the damage has arisen as a result of intent or gross negligence.

The support service does not include service for faults caused by external causes such as power outages, voltage faults, faults in air conditioning, humidity, incorrect input / output signals for equipment, incorrect handling of the Customer or other similar incidents.

Furthermore, the support service does not include consultant support for installation, upgrade or configuration of software as well as work that cannot be directly related to product or software errors.

For defects found on equipment that are not covered by this agreement, AddPro is entitled to compensation for additional costs and working hours at the applicable rate.

5 Rights

A Party providing material for the performance of this Agreement shall be responsible for ensuring that such material is covered by the required rights.

AddPro is obliged to defend the Customer at its own expense if claims are made against it regarding infringement of intellectual property rights and their use in Denmark. The obligation also applies to another country if such an agreement has been concluded. AddPro's obligation only applies in the event that the infringement can be attributed to AddPro's work and materials. Furthermore, AddPro's obligation applies, provided that the Customer has notified AddPro of these requirements in

writing within a reasonable time.

6 Payment terms

All existing prices and fees are in Danish kroner, unless otherwise stated.

Invoices must be paid within 14 days from the invoice date. All prices are exclusive of VAT, shipping costs, fees and any other taxes, duties and taxes, unless otherwise agreed.

AddPro reserves the right to charge default interest with a reference interest rate + 8% from the due date in case of late payment.

Products remain the property of AddPro's until full payment is made. AddPro has the right to adjust fixed and variable fees once a year with the percentage increase in the net price index per. on 1 January, however max. 3% per year.

If no adjustment is made, the court for the year in question is forfeited.

The prices for product support are adjusted according to the current prices of the manufacturer, at the time of renewal or the newly registered support.

7 Supporttime

The support period runs per. product. Termination of support, per. product, must be made no later than 3 months before the end of the support period.

If termination has not taken place within the stipulated time, the support period is automatically extended for periods of twelve (12) months with the same conditions for termination as previously stated.

Termination must be in writing.

8 Expiration

This Agreement, with the exception of the support period set forth in clause 7 of this Agreement, is valid until further notice, unless otherwise specifically agreed between the Parties and shall apply until the Party terminates the Agreement in accordance with the Parties' Special Agreement or in accordance with this clause below.

A party has the right to terminate the Agreement for immediate termination if the other party has suspended its payments, entered into negotiations on a public agreement, declared bankruptcy or otherwise can reasonably be presumed not to be able to legally fulfill the Agreement. For such termination, however, the other party must be able to provide satisfactory security within two (2) weeks.

A party also has the right to terminate the agreement in writing immediately and without liability for immediate termination if the other party breaches significant contract terms and despite written notice has not made a correction within 30 days of receiving said notice. Termination under this section does not affect the Party's right to enforce other sanctions in connection with breach of contract, such as a claim for damages.

In all cases of termination of the agreement, AddPro must assist with the transfer of data, documentation and other work to minimize the damage to the Customer. AddPro is entitled to a reasonable remuneration for such work.

The parties agree that AddPro upon termination of the Agreement shall also bring the personal data processing that AddPro in its capacity as Data Processor may perform in connection with AddPro's performance of the services provided to the Customer in accordance with this Agreement.

9 Software licenses

It is the Customer's sole responsibility that sufficient and valid licenses for systems and software used or installed by the Customer have been purchased or rented, just as the costs in connection with this are borne by the Customer. This applies to both start-up and operating costs. All software licenses (excluding any leased licenses via SPLA / CSP) are the Customer's property at all times. It is the Customer's duty to comply with the licensing obligations prescribed by the software manufacturers. In connection with the implementation of a solution with the Customer's own licenses, the Customer must provide installation media and license keys for AddPro. The Customer is also obliged to ensure that AddPro is entitled, free of charge, to use the software that the Customer makes available to AddPro pursuant to the contract, for the purpose of fulfilling the contract.

If AddPro is held financially liable in the event of a License Audit for the Customer's inadequate licensing, AddPro reserves the right to invoice the Customer for AddPro's expenses.

If licenses are rented via SPLA / CSP, the programs are only used for as long as they are rented, and upon termination of the agreement, the software must be uninstalled. The customer undertakes to rent a sufficient amount of licenses and AddPro reserves the right, without notice, to adjust the number of licenses rented according to the actual consumption.

OEM licenses cannot be used for hosted solutions.

10 Microsoft SPLA/CSP license rental

When renting Microsoft SPLA / CSP licenses, the Customer is subject to the following conditions.

Customer may not remove, alter or obscure any copyright, trademark or other proprietary notices displayed on the Software Products or displayed during the use of the Software Products.

Customer may not decompile, reverse engineer, or disassemble the Software except and only to the extent such activity is expressly permitted by applicable law.

Microsoft and AddPro disclaim, to the extent permitted by applicable law, all warranties and any liability for any damages, direct or indirect, or consequential damages resulting from the use of the Software Products.

Support for the software products is provided by AddPro and / or third parties - not by Microsoft.

In the event that Microsoft increases the prices of licenses leased via SPLA / CSP, AddPro reserves the right to increase the prices to the Customer accordingly. If the licensing rules for software rented via SPLA / CSP change and this results in a change of the licenses that the Customer rents, AddPro must, after prior information to the Customer, regulate these.

11 Processing of personal data

Each Party is solely responsible for the processing of personal data that takes place in connection with the Customer's purchase of products (i.e. product, license or certificate). The processing of personal data related to the purchase of a product thus falls outside this agreement.

To the extent that AddPro provides services and / or support to the Customer within the framework of the agreement entered into by the Parties, AddPro may process personal data on behalf of the Customer. The parties thus agree that the Customer as a Data Controller is responsible for personal data and AddPro is the Data Processor for the personal data that is processed in connection with AddPro's performance of the services and when personal data is processed on behalf of the Customer. When AddPro processes personal data on behalf of the Customer, in its capacity as Data Processor, the terms of the data processor agreement agreed by the parties apply.

12 Duty of confidentiality

The Parties shall take the necessary measures to comply Security and confidentiality provisions of the parties.

The parties undertake not to without special agreement Unauthorized use or omission of information is to be regarded as a trade secret or subject to the law of professional secrecy. This connection is valid during the contract period and with a period of 36 months after the conclusion of the agreement the vow. The duty of confidentiality does not apply to such information as can be considered to be generally known.

13 Complaints

Information about offered capacity or purchased goods, dimensions and other data may vary from what is delivered. Such deviations are not to be regarded as deficiencies.

If a product has expired or can no longer be delivered, a similar or better product will be delivered. The Customer is obliged to check the delivered item upon delivery, and if the item suffers from a defect, the Customer must complain in writing immediately.

Defective situation must be claimed within a period of 12 months from the time of delivery. After the expiry of this complaint period, any defect objections have lapsed.

When remedying any manufacturing defects, the manufacturer and or distributor of the individual unit's warranty terms and conditions apply.

In the event of failure of storage devices such as disks, backup tapes or the like, the warranty only covers physical device and not the data stored on the device. Re-establishment of data can, by agreement, be carried out at the Customer's request and expense.

Software products are not covered by the mentioned conditions, as the software supplier's license agreements will apply in these cases.

14 Transfer

A party has the right to transfer this agreement, including its annexes, to another company within the group of which Party is a part, unless the other party can demonstrate objective reasons for the refusal.

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15 Force Majeure

If a party is prevented from fulfilling its obligations under this Agreement per circumstance which the party could not control, this shall constitute the basis for exemption from any damages or fines.

Examples of such grounds for exemption may be lightning strike, labor dispute, fire, changed government regulations and state intervention.

13 Dispute

Disputes concerning the interpretation and application of this Agreement and related legal matters shall be settled under Danish law. The proceedings will take place in Glostrup, Denmark.

14 Definitions

By writing is meant a document that is signed and mediated per. letter or electronic mail.