

General terms and conditions of sales, delivery and license TrueLink A/S

Page 1 of 4

Specific provisions regarding the TrueLink concept

1. Acceptance of terms

Access to services, software and other assistance under the TrueLink concept requires membership of TrueLink and acceptance of the current terms of sale and delivery by ticking the field "Accept terms and conditions" prior to ordering the service. Membership of TrueLink is free of charge.

2. Orders for deliveries under the TrueLink concept

When the Member has logged in with user ID and password, he/she can order the standard deliveries described at www.truelink.dk. TL is only bound by the purchase when the Customer has received an electronic receipt.

3. Scope of Services

The services to be provided are specified in the electronic receipt.

The customer cannot withdraw his purchase of licenses/tickets when the agreement according to the above has been entered between the parties.

The validity period for tickets bought after 1 January 2008 is 12 months up to and including 5,000 tickets and 24 months for purchase of more than 5,000 tickets. A new purchase within the validity period prolongs the period for all unused tickets by the respective number of months.

4. Prices and Payment

All stated prices are exclusive of VAT and in DKK. All prices are listed under Prices on the TrueLink site. Payment can be made by the payment card stated at the site or by request for account transfer. Only after completion of payment or account transfer will tickets be added to the Member's TrueLink account.

Special features by use of TrueLink NemHandel Services

5. Acceptance of Terms

Access to services, software and other benefits during the TrueLink NemHandel concept requires membership of TrueLink and requires acceptance of these terms by ticking the box "Accept Conditions and Terms" before ordering the service.

5.1 Registration in NemHandel Register

TrueLink NemHandel Services is responsible for registration of senders and recipients of documents within the TrueLink NemHandel concept in the NemHandel Register. Registration takes place at company certificate issued by TrueLink NemHandel ApS cvr. 33 26 57 35. Only registrations in the NemHandel register under this cvr. no. can use TrueLink NemHandel operation certificate and TrueLink NemHandel End pointID:
<http://nemhandel.truelink.dk/nemhandel/services/ProdService/nemhandel>.

5.2 NemHandel Register

IT- & Telestyrelsen who is responsible for, and has copyright for NemHandel, has a number of conditions that you must join. These terms will automatically be joined using TrueLink NemHandel services. One of the key conditions for, joining, is accepting an "umbrella" arrangement, where electronic trading with other businesses are assigned to VAT notice requirements for electronic invoicing. These conditions can be found at:
<http://aftaler.nemhandel.gov.dk/AftalerOIOSI/BrugervilkaarNemHandel.htm>

5.3 Sending documents by NemHandel

TrueLink A / S cannot be hold responsible for the content of the NemHandel register, if this content is registered by other firms than TrueLink NemHandel ApS. Incorrect or incomplete registration data or expired certificates at customers and suppliers, as the sending company commerce with, may lead to unintentional interference and thereby manual work for the sending company.

5.4 Subscription and termination of services in TrueLink NemHandel concept

TrueLink NemHandel Basis Services is included in the deliveries and services that may be contracted under the TrueLink concept. TrueLink NemHandel Extended Services are subscriptions which are implemented at the time they are ordered. Termination of these services must be made by contacting kundecenter@truelink.dk and may be terminated upon 30 days notice to the end of a quarter. All subscription services are paid quarterly in advance. Subscription Services which are not paid in time, and which are not paid after preceding reminders may be terminated by the supplier, immediately after the expiry of the payment deadline.

Special conditions for the exchange of documents through Tradeshift

5a. Acceptance of terms

If the transmittal of documents requires exchange through Tradeshift, this will be done in accordance with [Tradeshift Terms of Service](#)

General conditions for deliveries from TrueLink A/S

6. Acceptance of general terms

Access to services, software and other assistance from TrueLink A/S (TL) requires Customer's acceptance of the submitted order confirmation or any other written contractual basis.

7. License terms

Whether purchased software can be downloaded free or for charge, the following license terms shall apply to the Licensee.

7.1 Intangible rights and copyright

7.1.1 TL has complete copyright, title, and all other rights to the software except for partial products manufactured by third party who has complete rights to those products. Any disregard for the rights of TL' and/or any of the rights of any such third party, including careless administration of the software allowing third party to copy the software, is considered a breach of these license terms.

Licensee is not entitled to break or change any license codes. Licensee is not entitled to change or remove statements included in the software or on the media on which the software is supplied regarding rights of use, brands, etc.

7.2 Scope of the license

7.2.1 TL hereby grants the Licensee a time-unlimited and for the users a non-transferable and non-exclusive right of use to the software.

7.2.2 The license only includes the Licensee's use of the software for the Licensee's own administrative data processing. The software may also be used by others besides the Licensee's employees to the extent that these people perform activities that are naturally connected with the Licensee's business processes on the entering of these license terms, and the software may be made available to third party insofar as this is part of the outsourcing of Licensee's IT operations. However, this presumes that third party enters these license terms as user.

7.3 Exercising the right of use

7.3.1 Licensee is entitled to copy the software only for filing or back-up purposes. Furthermore Licensee is entitled to make one copy of the software solely for development and test purposes.

7.3.2 The use of these copies is subject to the license terms and conditions. In addition to these rights the Licensee is not entitled to make additional copies of the software unless mandatory legislation states otherwise.

7.3.3 Taking due account of these license terms, the Parties' agreement otherwise, as well as the regulations of the Danish Copyright Act regarding the administration of protected software, the Licensee is entitled to employ and change the software to the extent that this is necessary for the use of the software as agreed under these license terms. These terms do not entitle the Licensee to maintain or further develop the software himself or through third

General terms and conditions of sales, delivery and license

TrueLink A/S

Page 2 of 4

party. Licensee is made aware that his own performance of alterations may influence TL's warranties.

7.4 Licensee is not entitled to translate the software from object code to source code, e.g. by performing reverse engineering, disassembly, or decompilation of the software unless this is allowed under current mandatory legislation, and insofar as Licensee wishes to exercise these rights Licensee must inform TL of this in advance.

7.5 Transfer of rights

7.5.1 Licensee cannot transfer his rights and obligations to any third party without TL's written consent, including transfer in connection with court action or bankruptcy. Should TL accept a transfer, the Licensee must ensure that the assignee signs these conditions.

7.6 Term of the license

7.6.1 TL is entitled to cancel the license terms and thus the right of use without notice due to the Licensee's significant breach of the license terms. In such cases the Licensee's rights under this agreement are void, including the right of use. Licensee is then obliged to return the software and all documentation and destroy any back-up and/or filing copies without any right to repayment of the license fee paid.

The Parties' Obligations

8. Price and Payment Terms

Prices in quotations and order confirmations do not include VAT, carriage, installation, or insurance unless otherwise stated. Changes in currency rates, charges, insurance, carriage, and purchase costs allow TL to adjust its prices.

TL may invoice payment for hardware and software, when delivery has taken place. The due date is stated on the individual invoice.

Unless otherwise stated in the agreement, TL is entitled to invoice the Customers for services performed based on the actual time spent. In this connection TL must continuously prepare appropriate documentation for the extent of the provided services in the form of time sheets or the like. If no hourly rates are stated in the agreement, TL's list prices at the time of agreement apply.

If a fixed price is agreed, that price does not allow for requests that all or parts of the assignment are performed outside ordinary working hours, cf. below. Expenses etc. are not included in the fixed price either, and must thus be reimbursed separately. A fixed price is based on the information and descriptions supplied by the Customer to TL prior to the entering of the agreement, and insofar as TL subsequently learns of circumstances that must be deemed of influence to TL's assessment of the scope of the assignment, and of which TL should not itself have been aware, TL may inform the Customer of the consequences of this information to the agreed price. If the Customer on this basis wants the work discontinued, he must inform TL of this in writing and without delay, and in such cases the Customer only pays for the work performed until TL has received notice of the request to discontinue. In that situation TL's amount due is settled in accordance with time spent thus far; however, the amount can never exceed the agreed fixed payment.

Insofar as an assignment is not set to be performed within a fixed period of time, an estimate may be determined. Such an estimate is based on the Customer's requests and on TL's knowledge of the project at the time of agreement and is not binding upon TL. Insofar as an estimate is significantly exceeded, the Customer must be informed of this so that the Parties together can agree on the required consequential corrections.

Unless delays are attributable to TL's significant breach, TL is relieved of operational accountability insofar as the Customer on delays relative to the estimate does not want the work continued. The Customer pays TL for the hours spent prior to TL receiving the Customer's request to discontinue work.

TL is entitled to reimbursement for any expenses, including transportation, travel time and accommodation.

TL is entitled to overtime pay, insofar as work is agreed between the Parties to be performed on weekends, holidays, or working days outside the hours between 8.00 a.m. and 6 p.m. Between 6.00 and 8.00 a.m. and between 6.00 and 8.00 p.m. on all workdays, the customer must pay a 50 % surcharge compared to the agreed hourly rates. If work is to be performed outside those hours, TL is entitled to a supplement of 100 pct. relative to the agreed hourly rates. If a fixed price is agreed, overtime pay is settled in accordance with above; however, so that the percentage supplement is calculated on the basis of TL's ordinary hour-based list prices.

TL is entitled to invoice the Customer monthly in arrears for services performed. The terms of payment shall be (14) days net.

All annual agreements are price-adjusted annually, based on the net price index from Statistics Denmark. Price index and price index date will be shown on the invoice.

For concluded annual agreements on receipt of documents, TL is entitled to adjust the price relative to current consumption for the coming period. The regulation takes place if a consumption for the period 1/10 last year to 30/9 this year exceeds current payment by more than 15%. The regulation will take place in the future from 1/1 next year, based on consumption in the period 1/10 last year to 30/9, this with an additional 15%. All adjustments due to changed consumption are notified before entry into force.

On delayed payment TL is entitled to charge interest from the due date at 1.00 pct. per month. TL needs not submit separate interest reminder in order to obtain this right. Insofar as the due date arrives and no payment is received, TL reserves the right if necessary to withhold further deliveries or parts thereof and/or through written notice to the Customer to cancel the agreement fully or in part, if the customer doesn't, within 20 working days or in writing notice after the due date has paid the due benefit. If TL cancels the agreement, TL is entitled to compensation.

Insofar as payment is not made by the determined due date, this may induce further collection expenses, which will be charged to the Customer. Collection may be initiated without prior notice. Insofar as the matter is handed over to a lawyer as part of the collection, the lawyer may claim collection charges according to what is determined in Order no. 601 of 12 July 2002.

9. Documentation and Guidance

TL does not prepare documentation for services performed.

The delivery of hardware/standard software includes product descriptions and user manuals (in Danish or English) to the extent that such are prepared and supplied by the manufacturer. Services are not documented.

10. Delivery and Delivery Time

The Parties agree to time of delivery and other relevant due times when entering an agreement. Insofar as such due times are not agreed, each Party may demand execution of the agreement at reasonable written notice.

Any agreed time of delivery stated in the order confirmation is approximate. Part deliveries may take place. The place of delivery is stated in the order confirmation.

Insofar as the Customer does not meet his obligations under these terms, or if TL in any other way is prevented from performing its obligations due to circumstances attributable to the Customer, TL is entitled to demand fixed prices for the performance or delivery of services otherwise postponed with the length of the delay as well as a reasonable start-up period after the delay has ended. Regardless whether TL requests postponement of determined due dates, TL is entitled to demand payment from the Customer in addition to already agreed prices for any resources that could not be utilised due to circumstances with the Customer, e.g. due to inability to sell consultant resources elsewhere, and for any additional consumption of resources and for any additional costs.

If a delay is caused mainly by circumstances with the Customer, such payments are due at the originally determined due dates, regardless whether the tasks, phases, milestones, and tests, etc. that were to trigger payment, are yet performed.

General terms and conditions of sales, delivery and license TrueLink A/S

Page 3 of 4

Services, including consultancy, are supplied on an ongoing basis as they are performed by TL. If programming is to be performed, delivery is considered completed when TL informs the Customers that the software is ready for testing and/or the Customer has received the software or has by other means achieved access to it.

11. Delay and Postponement

Insofar as one of the Parties realise that a delay will arise, the Party is obliged without undue delay to inform the other Party of this. The Parties are then obliged loyally to attempt to limit the delay and any negative effects of the delay as much as possible.

If a delay is due to circumstances with TL, the Customer is entitled to a postponement corresponding to the length of the delay with regard to payments triggered by the completion of the delayed tasks, phases, milestones, tests etc.

At 2 working days' notice, TL is entitled to postpone any time limit agreed between the Parties. Total right of postponement is 20 working days. If TL exercises its right to postponement, that does not constitute a delay on TL's part, and the Customer has no remedy for breach of contract in connection with such a postponement of time limits.

12. Special Circumstances reg. Software and Programming

As regards agreements that include programming of special software for the Customer and any related documentation, including manuals and other user guides, title to the intellectual property rights in connection with the specially programmed software falls to TL. The Customer is granted the right of using the software.

The Customer is obliged to observe the current license terms governing the supplied software products, and otherwise accepts to observe current Danish law regarding the regulations concerning the handling of software protected by the Copyright Act.

Software, that is specially programmed by TL, must be developed, programmed, and documented in accordance with the guidelines agreed between the Parties and with current best practice principles and good IT practice. Beyond these measures TL is solely responsible for the software complying with the specifications supplied to TL by the Customer, and TL thus assumes no responsibility for integration options etc. unless they are stated in the specifications. TL assumes no obligations regarding maintenance of specially programmed software. Insofar as the Customer requests documentation for the programming work, this must appear separately from the agreement.

In connection with TL's development of new software/adjustments for the Customer, TL will perform a test of the developed internally in his company. The Customer is then responsible for testing the software in a test environment at the Customer's corresponding to the operating environment in which the result of TL's development is subsequently to be launched. This in order to limit any negative effects of errors in the delivered.

TL guarantees that software to be specially programmed by TL does not to TL's knowledge violate the rights of any third party, including patent or copy rights of any kind.

13. Complaints and Responsibility

Consultancy

The Customer shall be responsible for checking all kinds of deliveries and services provided by TL and shall immediately report any defects to TL. Under all circumstances the complaint must reach TL not later than one month after performance of the service. As regards software testing, the Customer is under an obligation to provide test specifications and test data. On report of defects the Customer must to the furthest possible extent provide a reasonably detailed written description of the problem.

It is TL's responsibility to commence remedy of defects within a reasonable time after receiving adequate complaint from the Customer. If remedy is not possible due to the nature of the defect or if TL deems that remedy is not possible within a reasonable time

and financial frame, TL may instead offer the Customer one of the following options:

- TL delivers within a reasonable time-limit a different product free of defects as replacement for the defective product.
- The Customer is granted a relative discount in the price of the defective delivery.

Insofar as the defects are significant, the Customer may cancel the related agreement.

TL's responsibility for defects, including the obligation to perform remedy, expires three month after delivery.

Hardware and Standard Software

The absolute period of complaint for hardware and standard software expires after 12 months, and a complaint is based on the premise that the Customer has met his obligation to investigate in accordance with the general provisions of Danish law. Any complaint to TL must be made immediately following this investigation. Otherwise, the complaint is rejected.

For spare parts the period of complaint expires after 3 months, and complaints not received during this period may be rejected by TL.

If a defect is discovered and complaints are made in due time in accordance with the above guidelines, TL decides whether to repair or exchange the item within a reasonable period of time. The Customer must in this connection allow TL the opportunity to examine items at the Customer's or at TL's, as TL sees fit. The Customer bears the carriage costs in this connection, and assumes the risk of transportation. Due care must be given to the solving of the problem within reasonable time.

Failure to remedy defects on TL's own products/services the Customer may make breach powers in accordance to Danish law's general rules subject to the limitations imposed by these terms.

Generally

Has the Customer reported a defect, which turns out not to be attributable to TL, the Customer must reimburse TL of any expenses TL may have had in this connection.

The abovementioned is a complete description of TL's liability in connection with insufficient deliveries, and the provision should be read in the context of the limitation of liability that follows from these terms.

14. Retention of Title

Physical products is sold CONDITIONALLY and remains the property of TL until the Customer has paid the entire contractual amount

Until title passes to the Customer, the items must be insured by the Customer and stored separately. The Customer cannot without TL's consent move, pledge, hire out, lend, or in any other way dispose of the delivery until the Customer has obtained title. Also, the Customer cannot make alterations to the delivery.

15. Limitation of Liability

The Customer accepts that the standard software may contain no significant defects and inconveniences that do not affect the use of the software in a noticeable manner. TL does not guarantee that such circumstances are remedied, and in any case remedy is usually deferred to the release of a new version of the software.

Under this agreement, TL's liability and obligation to remedy does not include:

- Defects occurring as a result of installation by someone other than TL or as a result of the Customer's use of the products in connection with other accessories/software, which directly or indirectly affect the functionality of the products.
- Defects occurring as a result of alterations or intervention with the products not performed in accordance with TL's written instructions or consent.

General terms and conditions of sales, delivery and license TrueLink A/S

Page 4 of 4

- Defects occurring as a result of the Customer's lack of training or due to use of the products in any way other than prescribed in the provided documentation, or through negligence on behalf of the Customer, his staff, or any third party.

Under no circumstances can TL be liable to total damages and/or be required to grant a relative discount that exceeds the Customer's total payment under the agreement related to these claims, and in any circumstances TL can only be liable for a total maximum of DKK 200,000 for each individual agreement. This maximum, including the absolute maximum of DKK 200,000 for each agreement, applies as a total accumulated maximum for all circumstances regarding an agreement, which might entitle the Customer, including the Customer's affiliated or associated companies, to damages and/or a relative discount. TL is not responsible for indirect losses, consequential damage, damage due to computer virus, operating losses, loss of data, or costs connected with the re-establishment of data, regardless that they may be due to simple negligence.

The above limitations of liability and disclaimers are not applicable in case of gross negligence or intent.

TL assumes product liability under current mandatory provisions in this regard. Beyond this, TL assumes no product liability.

TL renounces any responsibility for loss or damage that might arise in connection with TL providing consultants for tasks where overall management of performance of the task lies with the Customer or third party. TL's disclaimer applies to loss and damage that might arise on negligence, gross negligence, as well as on purpose. The Customer is situated as if the consultants were employed by the Customer. The Customer's options for coverage of loss and/or damage are limited to the responsibility, which may be asserted directly against the consultants under the common provisions of current Danish law. The Customer is obliged to shield TL from any claims made against TL by the consultants in connection with the Customer's claim against the consultants, including claims continued by the consultants against TL in accordance with the Danish Liability in Damages Act.

The limitation of liability and disclaimer above also apply to the customer in relation to TL, insofar as TL might become liable.

16. Force Majeure

Neither Party is liable for breach of contract, if the breach is due to circumstances, which neither Party could have anticipated at the entering of the agreement, including strikes and lock-outs.

17. Data Protection

Member information is stored and/or transferred in strict accordance with TrueLink [Privacy politic](#).

To the extent that the customer sends documents with personal information through TrueLink, the customer is Data Controller and TL will in this case act as Data Processor in accordance to [the Data Processing Agreement](#) at TrueLink's website.

The Customer can inform TL that the personal information about the customer may not be used in email newsletter/marketing to these persons.

18. Disputes

This agreement is subject to Danish law, and any disputes are settled at the venue determined in TL's articles of association.