

SEC DataCom A/S – General Terms and Conditions of Sale and Delivery

1. Application and validity

- 1.1 Unless otherwise expressly agreed in writing, these terms and conditions (“the Terms and Conditions”) apply to each product, software product or service (“the Delivery”) that is delivered by SEC DataCom A/S (“SEC”). These Terms and Conditions apply regardless of whether SEC is the main supplier or sub-supplier.
- 1.2 The Customer’s reference to particular purchase, supply or other terms and conditions is not deemed to constitute a variation of the Terms and Conditions, unless SEC has accepted this variation in writing.
- 1.3 The Terms and Conditions are divided into three sections: Part I contains general provisions, which apply to each delivery, regardless of the type; Part II contains supplementary provisions, which in addition to Part I apply to deliveries of software, while Part III contains supplementary provisions for advisory and consultancy services, which apply in addition to Part I.

PART I: GENERAL TERMS AND CONDITIONS FOR DELIVERIES

2. Entering into agreement

- 2.1 All offers from SEC are issued subject to the product being unsold and on the proviso that the product can be procured from SEC’s sub-suppliers.
- 2.2 Unless otherwise stated in SEC’s offer, the acceptance deadline is 30 (thirty) days, calculated from the date of the offer.

3. Special terms of agreement

- 3.1 The Customer accepts that the delivery can contain products or software that are subject to special terms and conditions imposed by the manufacturer, including licensing provisions.
- 3.2 The Customer undertakes to familiarise itself and comply with such special terms and conditions, including any restrictions these may contain, regardless of whether the Customer has entered into an agreement directly with the manufacturer or not.

4. Technical information, guidance, statutory requirements, etc.

- 4.1 Product information, illustrations, drawings and information about technical data – for example, volumes, capacity, performance, uptime, response time and similar – in product descriptions, brochures or presentation materials provided by SEC or manufacturers etc. are for guidance purposes only. SEC’s information is only binding if it is issued as an express written guarantee on the part of SEC as part of the Agreement.

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- 4.2 To the best of SEC's knowledge, SEC's deliveries comply with the statutory requirements that apply for such deliveries in Denmark. The Customer is itself responsible for establishing whether the Customer's specific use of the deliveries is lawful.

5. Prices and terms and conditions of payment

- 5.1 Prices are stated exclusive of Value Added Tax (VAT), but inclusive of Danish customs duty and other national taxes.
- 5.2 All prices are calculated by SEC based on known purchase prices, exchange rates and Danish taxes etc. on the date of the offer.
- 5.3 If exchange rates, taxes or other price components over which SEC has no direct control change by the time of delivery, SEC is entitled to increase the price of the delivery by the net effect of the changes.
- 5.4 Unless otherwise agreed in writing, all invoices are due for payment net cash when the Customer receives the invoice.
- 5.5 In the event of overdue payment, SEC is entitled to demand overdue payment interest at a rate of 1.5 per cent per started month. Accrued interest falls due for payment at the time of accrual.
- 5.6 In the event of late payment, SEC is entitled to suspend its deliveries under the Agreement without further notice.
- 5.7 SEC is entitled to demand full or partial prepayment or security for the Customer's payment.

6. Retention of title

- 6.1 SEC has the right of ownership to each delivery until the full purchase price plus any interest and fees have been paid.

7. Delivery and delivery time

- 7.1 Delivery is ex works Allerød, Denmark (INCOTERMS 2010), unless otherwise agreed in writing.
- 7.2 SEC's services are delivered at the time stated in the offer or indicated at a later point. Any delivery times are provisional and not binding for SEC, unless the times are expressly stated as fixed.
- 7.3 In the event of material delay that is exclusively attributable to circumstances under the control of SEC, the Customer is entitled to rescind the Agreement if SEC has not delivered within 30 (thirty) working days of having received a written claim from the Customer concerning the delay.

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- 7.4 If the Customer chooses to rescind the Agreement, SEC undertakes to repay any prepaid amounts. The Customer cannot pursue other remedies for breach, including submit claims for compensation, unless the delay is attributable to gross negligence or intent on the part of SEC.

8. Warranty and defects

- 8.1 SEC does not offer an independent warranty for products or software included in the delivery, but refers claims to the relevant manufacturer.
- 8.2 The Customer undertakes immediately on delivery to carry out a thorough inspection of each delivery from SEC and immediately, and in all cases no later than 5 (five) days after the defect ought to or could have been discovered, to submit a written claim to SEC if the delivery does not comply with what was agreed. If the Customer fails to claim in time, the right to claim is ceded to SEC.
- 8.3 In the event of defects, including in relation to the manufacturer's warranty, SEC shall assist the Customer in accordance with SEC's prevailing claims procedures, which can be found at: <http://www.secdacom.dk/556/reklamationsprocedure>. SEC is entitled to change the procedure without special notice.
- 8.4 SEC is entitled of its own volition to either replace the defective delivery with a non-defective delivery or revise/repair the delivery or remedy the defect in another way. In such a case the Customer cannot pursue other remedies for breach.
- 8.5 If the Customer has made a claim and it is proven that no defect is present for which SEC is liable, the Customer shall pay SEC for SEC's work in accordance with SEC's prevailing prices for the relevant assistance.

9. Configuration

- 9.1 At the Customer's request, SEC can offer the Customer configuration services in accordance with the prevailing prices and the manufacturer's guidelines. Configuration services that are performed in accordance with the Customer's instructions or specifications and that do not comply with the manufacturer's guidelines are performed exclusively at the liability of the Customer. SEC does not extend a separate warranty or accept any liability for products configured in accordance with the Customer's instructions.
- 9.2 Configuration is included in advisory and consultancy services in Part III.

10. The Customer's duties

- 10.1 The Customer shall of its own accord assist SEC with all information that is required and relevant for the delivery of SEC's services.

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10.2 The Customer shall appoint one responsible officer who is authorised to maintain contact with SEC, including to enter into binding agreements on behalf of the Customer.

10.3 If the Customer chooses to rescind the delivery agreement, the Customer undertakes to retain the delivered product and to pay for this, less a reasonable proportionate discount established by SEC, unless the Customer establishes that the delivered product cannot be used by the Customer for the agreed purpose, even after further remedy. The Customer cannot pursue other remedies for breach, including submit claims for compensation, unless the Customer documents that the defects are attributable to gross negligence or intent on the part of SEC.

11. Confidentiality

11.1 The Parties are mutually liable for maintaining confidentiality concerning all information about each other that has the nature of business secrets and is not already in the public domain. The Parties agree that information about each other's prices and customers shall always be deemed to have the nature of business secrets.

11.2 The duty of confidentiality applies without time limit and also continues to apply after the other parts of the Agreement have ceased.

12. Personal data

12.1 If SEC in connection with its performance of assignments for the Customer works with the Customer's personal data, the Parties shall enter into a special data processing agreement.

13. Breach of contract

13.1 Either party is entitled to rescind the delivery agreement if the other Party materially breaches the Agreement and the breach cannot be remedied within 60 (sixty) days, except in the case of payment default, where the deadline for remedying the breach is 7 (seven) days.

13.2 Irrespective of item 13.1, SEC is entitled to rescind the delivery agreement without giving the Customer a deadline to remedy the matter, provided that rescission is made in connection with repeated payment defaults.

14. SEC's liability and limitation of liability

14.1 Subject to the limitations established in the Terms and Conditions, the Parties are liable to pay compensation to each other in accordance with the general rules of Danish law.

14.2 Unless SEC has displayed gross negligence or intent, SEC is notwithstanding never liable to pay compensation for consequential economic losses, operating losses, lost savings, lost profit,

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lost goodwill, loss of reputation, loss of data or expenses for restoring data, internal time spent at the Customer or indirect losses.

14.3 SEC is never liable to pay damages for economic losses resulting from:

14.3.1 Mechanical or electrical failure or breakdown, including power outages, and downtime in or failure of telecommunication or satellite systems, unless the failure in question is a direct consequence of SEC's actions or failure to act.

14.4 Furthermore, SEC's liability to pay compensation is under all circumstances and irrespective of the extent of negligence limited to: I) in the case of the sale of a product or software: the agreed price for the product or the software, or II) in the case of consultancy services, the lower of the following amounts: 1) 50 per cent of the consideration (excluding outlays) that SEC has received for the service or lack of same to which the defect relates or 2) DKK 200,000.

15. Product liability

15.1 SEC's product liability shall not exceed the invariable regulations of the Danish Products Liability Act. SEC does not bear product liability on any grounds.

15.2 The Customer undertakes without undue delay to notify SEC in writing if the Customer learns that any damage or injury has arisen caused by the purchased product, that a third party claims that such damage has arisen or that there is a risk that such damage will occur.

15.3 The Customer shall indemnify SEC to the extent that SEC is held liable to a third party for such damage or loss for which SEC is not liable to the Customer, including damage caused by the delivered product:

15.3.1 to property or chattels, if the damage arises when the delivered products are in the possession of the Customer, or

15.3.2 to products manufactured by the Customer or to products in which the Customer's products are included, or damage to property or chattels that these products cause due to the delivered product.

15.4 SEC is not liable to pay compensation for product damage, unless SEC has displayed gross negligence or intent.

16. Force majeure and other hindrances

16.1 SEC is not liable to the Customer when, following the entering into of the Agreement, events occur that hinder or delay SEC's fulfilment of the Agreement. Such events could include: war, war-like situations, mobilisation, revolution, riots, civil unrest and disturbances, terror-like

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serious disturbances of the peace, natural disasters, strikes or lockouts, failures of sub-suppliers, computer viruses or similar, hacking, DoS or DDoS attacks, spam or other abnormal loading of SEC's or the Customer's systems, prohibitions from public authorities or rights holders, or other circumstances over which SEC does not have direct control. If one or more of the above circumstances occur, SEC is at its own volition entitled to defer delivery of its services or free from liability to cancel the Agreement fully or partially.

- 16.1.1 Terrorism is here defined as illegal actions directed against the public – e.g. a violent action or dangerous spreading of biological or chemical substances with the intention of affecting political, religious or other ideological bodies or to spread fear.
- 16.2 If the condition mentioned in item 16.1 persists for more than 60 (sixty) days, each of the Parties can cancel the agreement free from liability.

17. Marketing

- 17.1 Unless otherwise agreed in writing, SEC in its marketing, including on its website, is entitled to state that SEC has delivered products to the Customer, as well as provide a short case history and to use the Customer's logo. Such marketing must be fair to the Customer and maintain the duty of confidentiality in item 11.

18. Export restrictions

- 18.1 The Customer accepts that some products, software and technology can be subject to national and international export restrictions and therefore must not be re-exported to or imported into certain countries, and undertakes to familiarise itself with these regulations in all cases where a delivery is exported, re-exported or in any other way is used outside Denmark.
- 18.2 The Customer must neither directly nor indirectly without the prior approval of the manufacturer or relevant authorities export, re-export or distribute products, software or technology delivered by SEC to any country subject to a trade embargo imposed by the USA or to any person, citizen or country or to any person or individual entered on the "Entity List" or "Denied Persons List" published by the U.S. Department of Commerce or the "Specially Designated Nationals List" published by the U.S. Department of the Treasury, or prescribed in other similar European or local legislation.
- 18.3 In addition, no products, software or technology delivered by SEC may be exported, re-exported or distributed to any party who engages in activities relating to weapons of mass destruction. Such activities include, but are not restricted to, activities relating to: (1) the design, development, production or use of nuclear materials, atomic facilities or atomic weapons; (2) the design, development, production or use of missiles or support of missile projects; and (3) the design, development, production or use of chemical or biological weapons.

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- 18.4 The Customer shall without limitation indemnify SEC for each consequence of the Customer's infringement of the provision in this item 18, including pay any fines and compensation that may be imposed on SEC due to the infringement. The Customer shall further be liable to pay compensation in accordance with the general regulations of Danish law, where the Parties agree that loss of goodwill and use of internal hours at SEC in this connection are deemed to comprise a direct loss.

19. Disputes

- 19.1 Disputes between the Parties that cannot be resolved amicably shall be dealt with in accordance with Danish law, with the City Court of Copenhagen as legal venue. The rule on choice of venue does not cover international civil-law rules or other rules under Danish law that result in the application of other than Danish law.
- 19.2 Irrespective of the above, SEC is entitled to submit cases, including relating to defective payment, to the court in the jurisdiction where the Customer operates its business.

PART II: TERMS AND CONDITIONS FOR SOFTWARE

In addition to PART I, the following provisions apply to software (supplementary provisions):

20. Licensing terms

- 20.1 The use of software is subject to specific licensing terms, which have precedence over the Parties' other agreements. The licensing terms contain regulations on rights of use, copying, limitations of liability, etc.
- 20.2 Each right of use is contingent on the Customer's timely renewal of each lapsed licensing or maintenance fee.

21. Further limitations of liability

- 21.1 SEC is not liable for damages attributable to defects in standard software delivered by third parties.

PART III: TERMS AND CONDITIONS FOR ADVISORY AND CONSULTANCY SERVICES

In addition to PART I, the following provisions apply to advisory and consultancy services (supplementary provisions):

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22. SEC's advisory and consultancy services

- 22.1 SEC only provides advisory and consultancy services relating to its deliveries if this is described in a special agreement on delivery of advisory and consultancy services, in which the scope, price and delivery times of the services are stated.
- 22.2 Unless it is stipulated in such an agreement that SEC shall deliver a specific result, SEC shall solely deliver assistance in the form of working hours. In such cases SEC is entitled to its consideration once the working hours have been performed.
- 22.3 SEC is not liable for legal advice, and the Customer is encouraged in each case to establish for itself whether the services indicated by SEC can or ought to be legally used by the Customer in the delivered form.

23. The Customer's supplementary duties

- 23.1 SEC is entitled to use premises and facilities at the Customer free of charge to the extent necessary for SEC to be able to deliver the agreed services.
- 23.2 The Customer undertakes to take out customary insurances, including operating downtime insurance, for its activities, which covers the Customer's use of SEC's services.
- 23.3 The Customer shall ensure that the Customer's systems and personnel comply with the requirements stated in SEC's service description as a requirement for SEC's deliveries and other reasonable requirements that SEC may impose.

24. SEC's consideration

- 24.1 Unless otherwise agreed in writing, SEC calculates its consideration for its consultancy services in accordance with time spent at SEC's normal prevailing hourly rates for the relevant consultancy category or at the price that SEC normally applies for the service in question.

25. Outlays

- 25.1 In addition to its consideration, SEC is entitled to have refunded all documented and reasonable outlays that SEC incurs in connection with the performance of the assignments for the Customer, including costs of travel and transport, subsistence, hire of premises from third parties, etc.

26. Guarantees

- 26.1 SEC's consultancy services are performed by SEC itself, including SEC DataCom's sub-suppliers, and to the best of SEC's knowledge do not impinge any third party's rights.

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26.2 SEC's consultancy services are performed by qualified personnel.

26.3 SEC does not extend any other guarantees.

27. Delivery of services

27.1 Unless a consultancy service has been agreed as an obligation to achieve a specific result, performance is deemed to have been delivered in line with SEC's time spent on the service.

27.2 In the event of a delay that is attributable to circumstances that are under the Customer's control, SEC is entitled to prolong the delivery time to the extent SEC deems necessary. If SEC, as a result of the Customer's delay, is unable to give work to its personnel, the Customer shall cover the cost of making these available, in accordance with the applicable hourly rate. SEC notwithstanding undertakes to endeavour to employ the personnel with work for third parties.

28. Changes to the Customer's system

28.1 If the Customer without prior agreement with SEC makes changes to its system or requires changes to be made that are of importance for SEC's services, SEC is entitled to demand to be released from the agreed timetables, effective from the time of the change, and to demand that its consideration be increased from the same time, if the changes result in extra work for SEC.