

Dynamics Property ApS

Terms of Sale and Delivery

Applicable at 30. June 2019.

1. Use

These terms of sale and delivery must apply to the trading of the partners in so far as they have not been deviated by written agreement between the parties.

2. Quote & Agreement Conclusion

The supplier's victim is valid only when they are available in writing.

Written offers, if otherwise stated in the victim, are valid 1 week from the date of the victim.

A victim May also lapse if an item is sold out or the terms of delivery are changed by the manufacturer or right holder

The customer can only invoke the content of individual quotes and/or order confirmations as the basis for the delivery. Information provided by the Supplier in brochures, price lists, advertisements, offers, on the Internet orally is therefore irrelevant to the assessment of the delivery. Changes to the individual quote or to the order confirmation must be accepted in writing by the Supplier. Placing an order or receiving goods/services means accepting these conditions.

Orders can be placed without special formal requirements, but are binding only when the order has subsequently been accepted by the Supplier in the form of a written order confirmation. The customer must check the order confirmation and immediately inform the Supplier in writing of any discrepancies. Otherwise, the information on the order confirmation, together with these conditions, will constitute the contractual basis for the delivery.

If the Supplier has started work on and/or delivery of a service to the Customer, an agreement is considered to have been concluded between the Parties, notwithstanding the fact that no written contractual basis has been established in the form of any order from the Customer and an order confirmation. In this case, the legal position of the parties shall be governed by the terms of these conditions. However, the customer is only obliged to pay for the Supplier's services if the Customer was aware of or should have realized that the Supplier had started work on and/or the delivery of the services, or if the Customer later agrees to receive the services.

If one of the Parties wishes to amend an agreement and the Parties may agree on the terms thereof, the Parties shall conclude an appendix to the Agreement. A supplement to an agreement shall not be binding on the Supplier until it has been confirmed in writing by the Supplier and only in respect of the terms confirmed in writing by the Supplier, see, however, above.

The Customer hereby authorises his or her it manager or other usual contact person at any time to the Supplier to be able to dispose in all respects of the Customer with binding effect to the Supplier, including to place orders and to amend or terminate agreements already concluded.

If additional supplies are made derived or otherwise linked to the order to which these terms and conditions of sale are attached, the terms of sale and delivery will also apply to the execution of those supplies, unless otherwise agreed.

1. Amount of benefits

The services to be provided are specified in the agreement. The agreement constitutes an exhaustive list of the services to be provided.

If the Customer has special expectations or requirements for the outcome of the services to be provided during the agreement, the Customer is responsible for the fact that these requirements are described in the agreement. Otherwise, the Supplier simply has to provide the agreed services in which the Supplier is obliged to meet the quality requirements set out in point 3.

Integration needs for existing products, setup parameters, etc. must be stated in writing by the Customer prior to the start of the work and must be described in the agreement in order to be relied upon by the Customer.

2. Prices and terms of payment

All prices are net prices excluding VAT.

3. Obligations of the Parties

It shall be the responsibility of each party to comply faithfully with the agreements concluded and to comply with the conditions set out therein. The supplier is obliged at all times to:

- Provide the Customer with the necessary cooperation for the performance of the Customer's tasks regarding contracts entered into.
- Provide qualified resources for the performance of the agreed tasks.
- The vendor is entitled at any time to replace resources, including named resources allocated to an agreement, with other corresponding resources. Perform the agreed tasks in accordance with good IT usage.

The Customer agrees to contribute the resources necessary for the Supplier's fulfillment of agreements entered into. The customer is obliged at all times to:

- Provide the Supplier with the necessary cooperation for the performance of the Supplier's tasks in the field of contracts entered into.
- Provide the Supplier with qualified resources who have undergone appropriate training and are competent to make decisions regarding the execution of contracts concluded.
- Provide the Supplier with any reasonable facility and resource, such as staff, rooms with reasonable access, space, lighting and window conditions, work facilities (e.g. office supplies, PCs and PC software) and communication facilities.
- Ensure the computer environment in which the Supplier's employees work in/with, so as not to create a risk of loss or damage to the Customer's computer systems, including loss or damage to data.
- Ensure that sufficient backup is provided before the Supplier's employees have access to the Customer's computer systems. Backup shall include any data and software, including data relating to ongoing projects or tasks involving the Supplier (Unless expressly and in writing agreed between the Parties, the Supplier shall not back up such data, regardless of whether the data has been generated by the Supplier and whether the data is stored on a computer system not yet taken over by the Customer).
- Have necessary and adequate security measures in place to avoid and minimize damage to the Customer's computer systems, including by securing against virus attacks.

4. Price and terms of payment

Prices in quotes and order confirmation are free of VAT, shipping, installation and insurance unless otherwise specified. Changes in exchange rates, taxes, insurance, freight, and purchase costs allow the Vendor to adjust prices.

The supplier is entitled to invoice the payment for computer equipment/software once delivery has been made. The due time for payment is specified on each invoice.

Unless otherwise specified in the agreement, the Supplier is entitled to invoice the Customer for the services performed on the basis of the actual time spent. In this context, the supplier shall continuously prepare appropriate documentation of the extent of the services provided in the form of timesheets or the like. If hourly rates are not specified in the agreement, the Vendor's list prices at the time of the appointment apply.

If a fixed price has been agreed, this price does not take into account the requirement that all or part of the task be performed outside normal working hours, cf. below. Attachments etc. are not included in the fixed price and must therefore be reimbursed separately. A fixed price is based on the information and descriptions provided by the Customer to the Supplier prior to the conclusion of the contract, and if the Supplier subsequently becomes aware of circumstances that are deemed to have an impact on the Supplier's assessment of the scope of the task and which the Supplier himself should not have been aware of, the Supplier may inform the Customer of the consequences this information will have on the agreed price. If the Customer wishes the work to be stopped, this must be communicated immediately in writing to the Supplier, in which case the Customer pays only for the work carried out until the Supplier receives the request to stop the work. In this situation, the supplier's receivables are determined according to the time used for the provisional period, but so that the claim can never exceed the agreed fixed remuneration.

If a task is not performed in a fixed time, an estimate can be set. Such an estimate is based on the Customer's wishes and the Supplier's knowledge of the project at the time of the agreement and is not binding on the Supplier. If an estimate is significantly exceeded, the Customer must be informed so that the parties can jointly agree on the necessary impact corrections.

Unless the overruns can be attributed to the Supplier's material default, the Supplier is relieved of the profit and loss liability if, if the Customer does not wish to continue the work when exceeding the estimate, the supplier is relieved of the liability. The customer pays the Vendor for the hours that have been paid before the Customer's request for completion of the work has been received from the Vendor.

The supplier is entitled to cover any attachment, including transport, transport time, consumption and accommodation. The supplier is entitled to overtime pay. Overtime pay is calculated according to the general price lists in the Supplier at any time.

The supplier is entitled to invoice the Customer weekly backwards for services performed. Payment terms are net 14 days, however, licenses to Microsoft or other 3rd Party vendors are billed with 7 days net. .

In the case of late payment, the Supplier is entitled to charge interest from the due date of 2 % per month. The supplier does not have to submit separate interest claims in order to obtain this right. If the due date has arrived and no payment has been made, the Supplier reserves the right to withhold additional supplies or parts thereof if necessary and/or by written notification to the Customer to terminate the agreement in whole or in part. If the Supplier terminates the agreement, the Supplier is entitled to compensation.

If payment is not included until the fixed due date, this could result in the incursion of additional recovery costs that are burdened to the Customer. Recovery may commence without prior notice. If, as part of the recovery, the case is handed over to a lawyer, the lawyer will be able to claim debt collection costs in addition to those laid down in Decree No 601 of 12 July 2002.

5. Documentation and guidance

As a rule, the supplier does not prepare documentation for services performed unless otherwise expressly agreed.

With hardware/standard software deliveries, product descriptions and user manuals (in Danish or English) are provided to the extent that they have been prepared and delivered from the manufacturer. Service work is not documented unless otherwise agreed.

6. Delivery and delivery time

The parties agree on delivery time and other relevant time periods at the time of conclusion of an agreement. If such time periods have not been agreed, either Party may, with reasonable written notice, not less than 2 weeks, require the agreement to be implemented. Any agreed delivery time in the order confirmation is approximate. Partial deliveries can take place. The delivery location is specified in the order confirmation.

Unless otherwise agreed, delivery is deemed to have occurred when equipment and/or standard software is provided from the Supplier's warehouse (ex stock) / made available to the Customer online, and the Supplier assumes no responsibility for installation, implementation, etc. unless otherwise agreed.

At the customer's request and at his or her expense and risk, the supplier may arrange for the transport to be completed. In this case, delivery was effected by the supplier's surrender of equipment or software to the carrier.

If the Supplier, in agreement with the Customer, is to carry out the installation of the products, the time of delivery is the day on which the products are physically handed over to the Customer at the agreed delivery point.

In all cases, the risk to the products passes to the Customer at the time of delivery.

For services, including consultancy services, delivery takes place on an ongoing basis as the services are provided by the Supplier. If programming is to be carried out, delivery shall be deemed to have taken place when the Supplier informs the Customer that the software is ready for testing and/or when the Customer has received the software or has otherwise gained access to it.

7. Delay and postponement

If one of the Parties realizes that there will be a delay, it shall be the responsibility of the Party to inform the other Party without undue delay. It is therefore for the parties to seek as little as possible the delay and any harmful effects of the delay.

If the Customer fails to fulfil his obligations under these terms, or the Supplier is otherwise prevented from fulfilling the Supplier's obligations due to reasons attributable to the Customer, the Supplier shall be entitled to require specified time limits for the performance of tasks or the provision of services otherwise deferred with the duration of the delay and a reasonable start-up period after the end of the delay. Furthermore, regardless of whether the Supplier requests a postponement of set deadlines, the supplier is entitled to demand payment from the Customer in addition to already agreed prices for any resources that could not be used due to the Customer's circumstances, e.g. because consulting resources cannot be allocated to another side, as well as for any additional consumption of resources and for any additional costs.

Due to a delay mainly due to the customer's circumstances, such payments are due to the originally set times, regardless of the tasks, phases, milestones and tests, etc. that should trigger the payments, have not yet been completed.

The supplier is entitled to postpone any time limit agreed between the Parties with a notice of 2 working days. The total deferral access totals 20 working days.

Thus, the supplier's exercise of the right to deferral does not result in a delay on the part of the Supplier, and the Customer has no power of default in connection with such a postponement of time limits.

8. Specific features of programmes and programming work

For agreements involving software programming to the Customer and any associated documentation, including manuals and other user manuals, ownership of the intellectual property rights associated with this software, the Supplier, is vested. The customer obtains a right of use corresponding to

the terms of the Customer's acquisition of a license for software developed by the Supplier. These license terms can be obtained from the Supplier at any time.

The customer is obliged to respect the applicable licensing conditions, which can be provided as online conditions, for supplied software products and otherwise agrees to comply with Danish law at all times applicable rules for handling software protected by the Danish Copyright Act. Such licensing provisions also take precedence over these terms, and the Customer is made aware and agrees that these license terms may contain enhanced terms in relation to these terms.

Software to be programmed by the Supplier shall be developed and programmed in accordance with the guidelines and specifications agreed between the Parties. The supplier is solely responsible for ensuring that the software meets the specifications provided by the Customer to the Supplier, and thus the Supplier assumes no responsibility for integration opportunities, etc., unless these are stated in the specifications. The supplier does not assume any obligations regarding the maintenance of specially programmed software. If the Customer wants programming work documented, this must be stated separately in the agreement.

In connection with the Supplier developing new software/new adjustments for the Customer, the Supplier in its company conducts an internal test of the developed. It is then up to the Customer to conduct proper testing of the software in a test environment at the Customer's premises, which corresponds to the operating environment in which the result of the Supplier's development is subsequently put into operation. This is to limit any consequences of errors in the delivery.

The supplier shall admit that software to be specially programmed by the Supplier does not knowingly infringe the rights of third parties, including patent or copyrights of any kind.

9. In particular, for hourly services

If, in connection with the provision of hourly services, the Supplier gains access to the Customer's IT systems, the Customer must, prior to the start of the work, ensure that the Supplier is made aware in writing of any security regulations or other guidelines that may apply to access to the Customer's IT systems.

The supplier's consultants shall observe the usual obligation of professional secrecy in relation to the information obtained in connection with the execution of the work. Any enhanced confidentiality shall result from a separate agreement.

The supplier disclaims any liability for any loss and damage that occurs in connection with the Supplier providing consultants with tasks where the overall management of the performance of the task is controlled by the Customer or third parties.

10. Complaints and liability

If the delivered is flawed or defective, which means that the delivered does not meet the agreed specifications, the Customer must, if the Customer will invoke the error or defect, advertise in accordance with the following.

a) Consulting services

It is the responsibility of the Customer to check all supplies and services provided by the Supplier and to report any defects immediately to the Supplier. In any case, complaints must be reached by the Supplier within one month of delivery. Regarding software testing, the Customer is obliged to provide test specifications and test data himself.

It is the supplier's responsibility to initiate the remedy of defects within a reasonable time after receipt of a full complaint from the Customer. If remediation is impossible due to the nature of the service, or if the Supplier considers that remediation is not possible within a reasonable time and financial framework, the Supplier may instead, for a full and final decision, grant the Customer: A proportionate refusal of the price of the defective service or to withhold the remuneration for the defective service if this is unusable for the Customer due to defects.

If the defects are material, the customer may terminate the agreement in question.

b) Hardware and standard software

The absolute warranty period for hardware or standard software expires after 12 months, and complaint assumes that the Customer has fulfilled his general duty of investigation in accordance with the general rules of Danish law. Complaints to the Supplier must be made immediately following this investigation. Otherwise, the complaint will be to reject.

The supplier shall decide discretionarily whether to remedy an error or defect by remedying the defect or defect or by "re-delivery" of the defective or defective device.

If, in the supplier's opinion, it is difficult to move, the customer can correct errors. In such a remedy, the parts concerned shall be made available to the supplier for the necessary time. Remediation is done within the supplier's normal working hours. On request, representatives from the Customer must be available during the supplier's work.

In other cases, the fault must be done at the Supplier or at a service point designated by the Supplier in Denmark. In this connection, the customer is responsible for transport to and from the Supplier or designated service point at his own expense and risk.

In the absence of remediation of errors in the Supplier's own products, the Customer may be entitled to a refusal or refund. In addition, the Customer may terminate the agreement if the Supplier has not, in accordance with the above, made a remedy for significant defects within 20 working days of the faulty equipment or software being delivered for remediation at the Supplier or designated service point, or after the agreed date of remediation at the Customer.

If only significant defects or defects occur in parts of the delivery, the Customer may terminate the contract only in accordance with the preceding subparagraph in respect of the defective or defective parts, unless the defect or defect is such that the usability of the total supply is significantly reduced.

For limited liability of the Supplier for third-party products, see section 12.

c) Generally

If the Customer has reported errors and if it turns out that there are no errors that can be attributed to the Supplier, the Customer must replace any expenses that the Supplier may have incurred in this context. The compensation is determined on the basis of the Supplier's current price list for service performed, etc.

The above constitutes an exhaustive description of the Supplier's liability in relation to defective supplies and the provision must be read in conjunction with the liability limitations resulting from these terms.

11. Retention of property

The shipment is sold with RETENTION of PROPERTY and is the property of the Supplier until the Customer has paid the entire purchase price plus interest and costs as well as any expenses related to the sale that may have been incurred by the Supplier on behalf of the Customer.

12. Limitation

Software performance will vary depending on the Customer's hardware platform, SaaS platform provided by 3.part, software interaction, software configuration and other factors, and the Supplier therefore assumes no responsibility for this. The software is neither fault tolerant nor free from errors, conflicts or interruptions, and the Customer agrees that software may cause minor errors and inconveniences that do not significantly affect the use of the software. The supplier does not guarantee that such matters will be remedied, and any remedy will in any case most often be assigned to the distribution of new version.

The supplier's remedial obligations and responsibilities under this Agreement shall not include:

- Errors occurred as a result of installation by persons other than the Supplier or as a result of the Customer's use of the products in connection with other accessories/software that directly or indirectly affect the functioning of the products.
- Errors arising from changes or interference with the products that have not occurred in accordance with the Supplier's written instructions.
- Errors arising from the Customer's lack of training or as a result of the use of the products in a manner other than prescribed in the documentation provided or through negligence on the part of the Customer, his staff or third parties.
- Defects or defects in a subcontractor's products that are not covered by the subcontractor's warranty provision.
- Failure to meet needs or requests for functionality that is not explicitly and unambiguously described in the order confirmation.

The supplier is not responsible for defects in products/services that the Supplier has not produced itself and which are only sold by the Supplier. The supplier undertakes to pass on the Customer's complaint only to the manufacturer.

Under no circumstances may the supplier incur a total compensation and/or be charged a proportional refusal exceeding the Customer's total payment under the agreement to which that claim relates and in any case a maximum of a total amount of DKK 50,000 for each agreement. This maximum, including the absolute maximum for each agreement of DKK 50,000, applies as a total cumulative maximum for all matters relating to an agreement that may entitle the Customer, including the Customer's affiliates or affiliates, to compensation and/or proportionate refusal, regardless of whether the claim may be due to simple or gross negligence on the part of the Supplier. The supplier shall not be liable for indirect losses, consequential damages, damage caused by the computer virus, operating losses, data loss and costs of their recovery, as well as loss of profits and other commercial losses, whether due to gross or simple negligence.

The supplier has product liability under the mandatory legislation in force at any time. In addition, the Supplier assumes no product liability.

The supplier disclaims any liability for any loss and damage that may arise in connection with the Supplier providing consultants with tasks where the overall management of the performance of the task is controlled by the Customer or third parties

13. Force majeure

Neither Party shall be liable for default if the default is due to circumstances which the Parties should not have anticipated at the time of conclusion of the agreement, including strikes and lockouts.

14. Data protection

Information about the Customer will be stored and/or transferred in strict accordance with applicable data protection laws. The Customer may notify the Supplier that the information may not be used for direct marketing.

15. Cancellation and relocation

In the event that the Customer wishes to cancel or move courses, consultancy assignments or the like, this can only be done in accordance with the Supplier's current guidelines.

16. Disputes

This agreement is governed by Danish law, and disputes must be settled by the Supplier's statutory home.

Dynamics Property "License Terms" of June 30, 2019.

Where nothing else is agreed, the following guidelines apply.

Further clarified:

Licenses cannot be returned after ordering. Rental licences settled monthly must be terminated with two months' notice until the first of the month. Separate settlement terms may have been agreed.

17. Choice of law & Jurisdiction

Any dispute between Dynamics Property ApS and the licensee must be settled by the Court of Aarhus, unless Dynamics Property ApS wishes to refer the matter to the customer's jurisdiction.