

Standard terms & conditions

These Standard terms and conditions are always applicable to Adactit Aps, (hereinafter Adactit) (VAT no: 34073740) provision of Services to clients together referred to as "the parties".

1. **Adactits delivery**

- 1.1 Adactit provides the services and products (hereinafter referred to as "the service"), as is specified and agreed in the separate agreement on delivery, (hereinafter referred to as "the agreement"), and the agreement and this Standard terms & conditions together make up the total contract basis for Adactits delivery of the service.
- 1.2 The service will be carried out as specified in the agreement, and material in writing will be delivered in English or Danish.
- 1.3 Both parties must approve changes to the service's scope and delivery in writing.

2. **Payment for Services**

- 2.1 The customer will have to pay Adactit for the service as described in the agreement.
- 2.2 Unless otherwise agreed, Adactit is entitled to send an invoice for the service the day after finishing the delivery, if the service extends over a period of time that is shorter than 1 month. If the service extends over a period more than 1 month, Adactit is entitled to send a monthly invoice for hours that Adactit has spent during the previous month to the hourly rates that are agreed in the agreement.
- 2.3 In addition, there will be added on the invoice all other reasonable expenses, which Adactit has held, and which has been relevant for the supply of the service, including but not limited to travel and transport costs. For car transport are invoiced the State's applicable refund charges and transportation time will be billed at 50% of the agreed-upon hourly rates.
- 2.4 The client shall pay the amount due to Adactit within 8 days from receipt of invoice. Invoices that are not paid within 8 days will be vested interest, which is 2% per month.
- 2.5 If the customer fails to pay Adactit within the agreed period for payment, Adactit has the right to stop all services until payment is received. Section 3.6 below will be applicable in these cases.

3. **The parties' obligations**

- 3.1 Both parties shall in connection with the agreement set aside the necessary resources and perform the tasks and meet the obligations specified in the agreement and/or in these terms and conditions.
- 3.2 The customer is responsible for ensuring that the Service complies with all relevant laws and regulations to which the customer is subject to.
- 3.3 The customer must ensure commitments and approvals from any other suppliers and partners, which is necessary so that Adactit can deliver the service as described in the agreement.
- 3.4 The customer shall check and approve the delivered Services in accordance with the deadline indicated below. The service essentially must live up to the agreement described above. The service is supposed to be approved if the customer does not within 10 days after delivery to the customer, in writing, has made Adactit aware that there are shortcomings in the delivery of the service. In the event of deficiencies in the delivery, which is invoked within the time limit referred to above, the Service shall be deemed to be approved as soon as the listed deficiencies have been remedied.
- 3.5 Adactit has the right to take all decisions and approvals of customer's project manager as being indicative of the cooperation.
- 3.6 If there are delays caused by the customer, its employees, or other suppliers, which means that Adactits assumptions and plans cannot be complied with, and this has an economic impact on Adactit, Adactit has the opportunity to charge for extra work or costs incurred due to this delay. The same applies, if there are other of Adactits assumptions that turns out not to be true

4. **Rights to Services**

- 4.1 If the Service contains software provided by 3-party vendors, the rights to third-party vendor's software are always to be governed by the relevant third party supplier's standard licensing terms.

- 4.2 All rights to the non-standard software belongs to Adactit unless otherwise agreed.
- 4.3 Under the prerequisite that the confidentiality in section 6 are complied with, Adactit has the right to develop and use the materials and software that are used in the project to other customers. Likewise it is free for Adactit to use general knowledge, skills, experience, ideas and techniques, which is obtained in the Service to other customers ' use

5. Resources

- 5.1 Adactit has the right to decide which employees from Adactit or Adactits subcontractors are to assist with the Service. Adactit also has the right to make substitutions during Services that lasts more than 2 weeks. Adactit, however, will always try to accommodate customer's requests for specific staffing, as far as possible.

6. Confidential information

- 6.1 In connection with Adactits delivery of Services to the customer, the parties can mutually get access to confidential information belonging to the other party.
- 6.2 Confidential information may not be copied or recreated in addition to the extent that is necessary in order to comply with the agreement, and must only be used by the recipient in connection with fulfilment of the agreement.
- 6.3 Both parties must keep secret the other party's confidential information in the same way and with the same care as the parties keep secret their own confidential information of a similar nature, and, in any case, both parties must deal with the confidentiality in a professional way. Access to confidential information shall only be granted for relevant employees as far as it is necessary for the fulfilment of the agreement.
- 6.4 All handed over confidential information and copies thereof must be returned or destroyed when the service is supplied, or when the party who has submitted the information, so requests. Both parties may retain copies of the other party's confidential information in connection with compliance with the reasonable archiving or quality assurance requirements.
- 6.5 Nothing in these terms and conditions shall prevent or restrict the other party's use or disclosure of information that (1) was already known, (2) has been developed independently by or on behalf of that party (3) is rightfully acquired from third parties, (4) is or becomes publicly available or (5) lawfully is required handed over by public authorities.
- 6.6 Usual information about the mutual customer relationship, e.g. company name, line of business and name of the delivered solution/service can be published on Adactit's website and in other promotional material. Confidential information from the agreement or from Adactit's delivery of Services to the customer shall only be published upon mutual written agreement.
- 6.7 The foregoing confidentiality obligation applies as long as the agreement is in force and for 3 years after termination of the agreement.

7. Limitation Of Liability

- 7.1 The parties are liable in accordance with the General rules of Danish law with the following limitations:
- 7.2 Adactit is only responsible for those parts of the Service, which is exclusively provided by Adactit. Adactit is not responsible for errors, crashes, or other malfunctions caused by errors in Microsoft or other vendors ' standard software or bundled services.
- 7.3 Adactits total liability under this Agreement shall in all cases, regardless of the circumstances, consist of a maximum of the amount that the customer has paid Adactit for the Services in connection with the relevant agreement where responsibility applies, within the last 6 months.
- 7.4 Adactit is only responsible for the reasonable and direct damage caused, which the customer by no means could have responded to by its own action or through ordinary loss reduction commitments. Adactit can never be made responsible for the following: loss of profits, loss of data and their restoration, loss of goodwill, loss of customers, loss of turnover, or as a result of any other form of commercial interruption, as the customer experience itself or are sued for by third parties

8. Termination

- 8.1 These business conditions apply from the signing of the agreement and until such time, as they shall terminate, at the termination of the agreement or by cancellation.
- 8.2 Both parties may at any time and without explanation terminate this agreement with 30 days written notice to the other party, unless otherwise specified in the agreement (apart from the Support section, which is dealt with separately below). In connection with the termination, the customer is obliged to pay Adactit for the delivered services and Agreement-related expenditure until the expiry of the period of notice.

9. Support

- 9.1 If a Support contract is made, this is non-cancellable for 12 months from the signing of this Support contract. The customer is entitled to terminate the Support contract with at least 1 month written notice before the non-cancellable period expires. If the Support contract is not cancelled within the above time limit, a new contract for a 12-month period will automatically take in effect and so forth. The Support contract has to be cancelled by e-mail to support@adactit.com.
- 9.2 Adactit is entitled to transfer the Support contract to a third party as well as letting Adactit's obligations regarding the Support contract to be performed by a third party.
- 9.3 Support contracts are invoiced in advance of the non-cancellable yearly agreements yearly to the price agreed, and then according to Adactit's price list applicable at any time and as shown on www.adactit.com. After the end of the non-cancellable contract period, Adactit is eligible to make changes and adjustments to the service, including changing prices (without restrictions, but with at least 1-month notice in advance).
- 9.4 If new users/licenses are added under a Support contract period, these will be billed for the current agreement period or be billed in arrears by renewal of the Support contract or by termination, i.e. if the Support contract is based on number of users/licenses.

10. Transfer of Agreement

- 10.1 Adactit is entitled to assign the agreement to any third party, and, incidentally, to let Adactit's obligations relating to the agreement to be performed by a third party.
- 10.2 The customer is only entitled to assign this agreement and its rights in connection with mergers, as well as in other cases of significant change in the customer's organization.

11. Disputes

- 11.1 The agreement as well as these terms and conditions shall be governed by Danish law.
- 11.2 Any dispute or lawsuit shall be settled by the District Court in Copenhagen.
- 11.3 However, the Parties shall, prior to the construction of a possible trial, try to find an amicable solution to any disputes, by e.g. to involve independent mediation.