

Visma Acubiz

General terms and conditions

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(after this referred to as 'Acubiz')

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General terms and conditions

The following sales and delivery terms with associated appendices ("**General Terms and Conditions**") constitute, along with Acubiz's quotation, contract, and any addendums, the integral part of the contract for the supply and provision of software, products or services (collectively referred to as the "**Service**") agreed upon between any customer, unless otherwise specifically agreed (the "**Customer**") and Acubiz (collectively referred to as the "**Agreement**").

Acubiz reserves the right to amend the General Terms and Conditions from time to time for reasons including any amendments resulting from the legislation, due to new factual or private legal matters or in connection with a change in the Service. The current General Terms and Conditions can be found at <https://www.acubiz.com/general-terms>. Significant changes to prices, terms, and conditions will be disclosed to the Customer within a minimum of 30 days' notice.

When entering into the Agreement, both parties are prevented from relying on or invoking information that is not explicitly stated in the Agreement. This includes previous promises, negotiations or information about the functionality of the Services.

Any additions or amendments to the Agreement shall only be valid if both parties have explicitly agreed on them in writing.

1. Pricing and Payment Terms

Prices and payment terms are set out in the quotation sent to the Customer and in Appendix 1 of the General Terms and Conditions entitled "Pricing and Payment Terms".

2. Copyright and Ownership Rights

Acubiz or Acubiz's licensor is the owner of all rights, including copyrights, trademark rights and other intellectual property rights, in the Service (including any individual or general adaptations that may have been made), including design, software, software, graphics, and logos.

For as long as the Agreement is in force, the Customer has a non-exclusive, non-transferable right to use the Service on the terms otherwise agreed (the "**Licence**"). The Customer is not entitled to use the Service after the expiry or termination of the Agreement.

The Customer is not entitled to make changes to or to copy the Service under the Licence unless specific consent is given by Acubiz. However, the Customer is entitled to make customary backup copies to the extent that such copying is solely for the purpose of archiving or backup during the term of the Agreement.

The Customer shall follow Acubiz's reasonable instructions with respect to the Service's practical use and integration into existing systems.

Acubiz is entitled to use the general knowledge acquired in the development of the Service for the Customer in further development and/or further customisation of the Service in any respect or otherwise.

3. Delivery

The Service is deemed to be delivered to the Customer when Acubiz has notified Acubiz that it has been prepared and made available to the Customer ("**Implementation Time**"). Delivery shall not be deemed to have taken place if the Service is defective in such a way that a feature or function that, based on the Agreement or the context, must be considered critical to the Customer, is either unavailable or can only be used with great difficulty and these errors are not due to the Customer's circumstances ("**Critical Errors**"), and that the Customer within 5 working days after the implementation date points out these Critical Errors to Acubiz. If a workaround can be provided or temporary error correction can be implemented, the error is not considered a critical error. In the event of Critical Errors pointed out by the Customer, Acubiz shall rectify these within a reasonable time. Acceptance of the delivery cannot be refused on the grounds of non-critical errors or defects.

The Service in the form of services other than implementation services are provided on an ongoing basis and will thus be delivered to the Customer in accordance with the Agreement.

Any remedied defects or faults that the parties are aware of at the time of handover shall be listed in a separate list of defects to be agreed upon by both parties (the "**Defect List**"). Non-inclusion in the Defect List does not imply that the Customer waives any right to demand that such faults and/or defects be remedied unless Acubiz can prove that they were or should have been known to the Customer at the time of Delivery.

Errors or defects listed in the Defect List or other errors or defects for which Acubiz is responsible will be remedied in accordance with section 4 (Support) for Critical Errors or by the release of general updates in accordance with section 5 (Maintenance) for non-critical errors.

4. Support

In connection with the operation of Acubiz's solutions, support is included for all super users, i.e. the finance and administrator users who are connected to the Acubiz solution and who, prior to commissioning, have undergone super user training¹.

In addition, Acubiz provides full support for any system errors that affect the solution and functionalities, including

- Import and export data
- Connectivity issues (network access, APIs, server connections etc)
- Real-life crashes

If a situation arises where the super user needs help and guidance, there are several options:

1. Acubiz Help Centre is the super user's 'first aid'. Acubiz Help Centre is a self-service portal containing FAQs, guides and tutorials, current operational information and an overview of planned system work.

If the answer cannot be found in Acubiz's Help Centre, the super user can:

1. Create a support case directly via the Acubiz website
2. Call our support team

If it's a complicated support case, it will be forwarded to the right experts in Acubiz and the super user will receive feedback as soon as the issue is resolved or we can provide detailed guidance.

The following enquiries and support cases are not included in the agreement and are invoiced according to the current price list.

Enquiry from end users
<ul style="list-style-type: none"> • Only enquiries from super users are included in Acubiz support. • When end users enquire, Acubiz will always refer them to your super user(s).
Guidelines available in the Acubiz Help Centre
<ul style="list-style-type: none"> • Support that can be resolved with a support guide from the Acubiz Help Centre is not included in the support agreement. This also applies even if the enquiry comes from a super user (finance and admin user). • Please refer to the Acubiz Help Centre.
3rd party e-transaction integrations
<ul style="list-style-type: none"> • If the solution fails due to missing or incorrect data from a 3rd party supplier, Acubiz cannot provide support. Please refer to the data provider.
Help with setup and configuration changes after commissioning (and super user training)

¹ Existing and new super users can purchase a brush-up course at any time. Contact your Account Manager.

<ul style="list-style-type: none"> • Super users have access to make a number of changes themselves via the administration platform and are instructed in this during super user training. In such cases, support from Acubiz will be invoiced in accordance with the applicable price list. • Requests for new configurations or new features that were not part of the original setup will be invoiced according to the current price list.
<p>Other</p>
<ul style="list-style-type: none"> • Deletion of data according to the deletion procedure, i.e. according to a written deletion request (DPA, Appendix C, C4). • Problems with Acubiz platform login due to user error (and not system technical errors).

5. Maintenance and Availability

Acubiz will continuously provide the customer with general updates of the Service in the form of improvements, changes, minor system changes or new versions of the Service ("**Updates**"). These Updates are made available to the customer without separate remuneration. Updates may occur with or without notice and may affect the Service, including information and data uploaded to or provided by the Service.

If customer-specific customisations of the Service are affected by Updates that are not customer-specific, the re-implementation of these will be invoiced separately in accordance with Acubiz' applicable hourly rates as agreed. However, the re-implementation of the customer-specific customisations in Updates, which serve to remedy a defect in the Service for which Acubiz is responsible to the customer, will be free of charge to the customer.

Every effort is made to perform Updates with the least possible inconvenience to the customer. In some cases, it may be necessary to temporarily close access to the Service while Updates are being implemented. In these cases, Acubiz will, as far as possible, inform the customer in advance.

If the customer opts out of the implementation of two consecutive Updates, subsequent Updates may only be implemented in accordance with a separate agreement.

Acubiz endeavours to achieve high operational stability for the Service, but does not guarantee this.

6. Data Handling

Acubiz is responsible for daily (Monday-Friday) retrieving electronic transactions from data providers, uploading such transactions on servers and for continuously loading the transactions into the Customer's setup of the Service, if the Customer has opted for this. Acubiz is only responsible for the transport of the transactions and not for the content of individual data files. The Customer shall bear any costs that may be associated with Acubiz's or the Customer's business partners' correction of faulty data files. Likewise, the customer is responsible for all costs associated with the creation of EAN numbers and similar tasks related to the customer's own suppliers.

Acubiz reserves the right to use the customer's data in anonymised form, e.g. for statistical purposes or to improve the user experience, and otherwise with respect to the Data Processing Agreement as part of the Agreement.

7. Effective date and Termination of Contract

The Agreement enters into force at the time of signing the contract by the parties and continues until cancelled.

The Agreement can be mutually cancelled by written notice with 6 months' notice to the end of a calendar month. Notice of termination can be given no earlier than 12 months after the effective date and thus no earlier than 18 months after the effective date.

8. Breach of Contract and Liability

Acubiz shall under no circumstances be liable to the Customer for its indirect losses, including but not limited to its loss of turnover, loss of expected profits, loss of reputation, loss of market position, and loss of data since the last backup. Also, Acubiz's total liability for losses incurred by the Customer that are not due to gross negligence or wilful misconduct on the part of Acubiz is limited to an amount corresponding to the Customer's total payments made to Acubiz during the last 12 months prior to the event giving rise to liability, however, a maximum of DKK 250.000 in total for all events giving rise to liability occurring during the period in question.

In all cases and notwithstanding any other provision, Acubiz shall not be liable for, and Customer shall have no claims or remedies in respect of, any matters arising out of (i) changes to the Service made by anyone other than Acubiz, (ii) the specific use of the Service in connection with third-party software or hardware, (iii) customisations made in accordance with Customer's specific requirements, or (iv) any changes to the Service made by anyone other than Acubiz.

In the event that a party is in material breach of its obligations to the other party and the non-breaching party wishes to terminate the Agreement, the non-breaching party shall inform the breaching party of the alleged breach and its intention to terminate the Agreement by written notice.

The breaching party shall have 30 days from receipt of the notice from the non-breaching party to remedy adequately. If adequate remedy is provided before the expiry of the time limit, the non-breaching party's right to assert the breach in any respect shall lapse. It is clarified that the customer's non-payment will always constitute a material breach.

9. Force Majeure

Neither Acubiz nor the customer shall be liable to each other for circumstances beyond the control of the party and which should not have been taken into account at the time of the conclusion of the Agreement and which could not have been avoided or overcome with reasonable endeavours ("**Force Majeure**").

Force Majeure can only be invoked if the party concerned has notified the other party within five working days of the occurrence of Force Majeure.

If, as a result of Force Majeure, the fulfilment of the Agreement is prevented for more than 30 days over a continuous period of 360 days, each party is entitled to terminate the Agreement in whole or in part without notice.

10. Other Conditions

References

Acubiz is entitled to use the customer as a reference in its marketing.

Confidentiality

Material exchanged between the parties under the Agreement and information about a party that may come to the knowledge of the other party as a direct result of the contractual relationship is subject to confidentiality to the extent that the material or information may reasonably be assumed to be of a confidential nature ("**Confidential Information**").

The parties are not entitled to disclose each other's Confidential Information as referred to above to third parties unless

- i. disclosure to a party's own advisors who have independently undertaken to keep the information confidential;
- ii. the disclosure is justified because the information has already been made publicly available, without this being due to a breach of the obligation of secrecy;
- iii. the information was already lawfully known to the other party upon receipt without confidentiality restrictions;
- iv. the other party has consented to the disclosure; or
- v. the information must be made available to third parties pursuant to a court order or an order of a public authority.

Confidentiality is mutually unlimited in time regardless of any termination of the Agreement.

The parties are mutually obliged to ensure that their employees submit to confidentiality obligations that complement the confidentiality obligations that apply between the parties.

The parties shall mutually return any material that has the character of confidential information in connection with the termination of the Agreement. Similarly, Acubiz shall, at the customer's request, delete

stored information belonging to the customer to the extent that Acubiz is not required to retain the information by law or by order of a court or public authority.

11. Notifications

Where the contractual basis requires written notification, a registered letter or e-mail addressed to the customer or Acubiz at the addresses stated in the Agreement shall be used. Other types of notices are not considered "written notices" under the Agreement.

12. Transferability of the Agreement

Neither party may assign its rights and/or obligations under the Agreement to a third-party without the other party's written consent. However, Acubiz is entitled, without the customer's consent, to transfer its rights and obligations under the Agreement (i) to another company in Acubiz's group or (ii) to a third-party in connection with a transfer of Acubiz's business or a significant part thereof.

13. Jurisdiction and Law

The agreement is governed by Danish law. Disputes between the parties that may arise in connection with the Agreement, including but not limited to disputes concerning the validity or existence of the Agreement, and which the parties cannot resolve amicably, shall be settled by arbitration in accordance with the rules of the Danish Institute of Arbitration in force from time to time. The legal language is Danish and the seat of arbitration is Copenhagen.

Appendix 1 - Prices and payment terms

All prices are in Danish kroner (DKK), excluding VAT.

Payment terms and conditions

Payment terms are net 30 days.

If the payment deadline is exceeded, Acubiz is entitled to charge interest on the invoice amount at a rate of 1% per current month per commenced calendar month. Interest is added to the principal on the 1st of each calendar month. Acubiz generally invoices on a quarterly basis.

Update

General updates to the ServiceDKK 0

Consultancy services

Consultancy services are invoiced according to the standard prices applicable from time to time

Hourly rate.....DKK 1,500

ISAE 3402 audit opinion

Preparation and delivery of Acubiz's ISAE 3402 audit opinion.....DKK 5,000

Transport costs

The customer shall bear all costs associated with travel and accommodation for Acubiz consultants in connection with visits to the customer. These costs are invoiced on an ongoing basis. Payment of travel expenses is subject to the same payment terms as the other Consultancy Services in the Agreement.

Within Greater Copenhagen, a fixed amount is billed per visit toDKK 750

Outside Greater Copenhagen, the customer is responsible for all actual costs associated with travel and accommodation as well as travelling time.

Outside Denmark, the customer is responsible for all actual costs associated with travel, accommodation, and travelling time.

Travelling time is settled at 50% of the standard prices for consultancy services applicable from time to time.

Price regulation

Acubiz reserves the right to change its prices in accordance with any changes that may occur in the Danish Net Price Index (NPI). Any changes will be made annually in January.