

General Terms of Business

Last update: 4th October 2023

1. Application

These General Terms and Conditions shall apply to all services delivered by CSIS Group UK Limited (Registration 11063642) (hereinafter "CSIS"). Any purchaser of services from CSIS is referred to as the "Customer" in these General Terms and Conditions. Notwithstanding anything to the contrary contained elsewhere, including in the Customer's documentation or any standard terms and conditions on any of Customer's purchase or similar orders, these Terms and Conditions shall prevail over all contrary provisions unless the parties specifically agree otherwise in writing. For the avoidance of doubt the term "service" in these General Terms and Conditions shall also include any product delivered by CSIS.

2. Services

CSIS shall supply the specified services, cf. separate agreement thereon (hereinafter the "Agreement"). CSIS shall be entitled to have sub-suppliers perform CSIS obligations according to the Agreement. If a solution suggested by CSIS includes software or other goods or services to which CSIS does not have the intellectual property rights, a separate Agreement shall be entered into between the Customer and third party and the Customer shall bear all cost of such Agreement with third party.

3. The Customer's Contribution

The Customer shall make all information and any other material expedient for the rendering of the service available to CSIS. If information and material is not delivered by the Customer at the agreed time the Customer shall pay for CSIS's extra use of time and / or other expenses for CSIS due to the delay and CSIS is in this situation also entitled to postpone its service. The Customer is solely liable for the correctness and completeness of any information provided by the Customer.

The Customer must pay attention to, and without delay inform CSIS, of any internal or external circumstances that may increase the number of working hours or cause delays to time schedules agreed upon in the Agreement.

The Customer shall appoint a specified employee to be responsible for the contact to CSIS, whom CSIS may contact with all questions in relation to the Agreement. The specified employee shall be authorised to conclude binding agreements on behalf of the Customer.

4. Supply and Acceptance of Services

CSIS's services shall be deemed rendered by CSIS when CSIS has spent time on the service. Any time of delivery stated by CSIS shall be approximate and thus not binding on CSIS, unless a fixed time of delivery has been expressly agreed in writing in respect of the whole service or parts thereof.

If the Customer and CSIS have agreed that the service is subject to acceptance by the Customer, the Customer is obligated to forward a signed acceptance confirmation as soon as possible. Acceptance of the service shall occur on the earliest of: (a) the Customer signing an acceptance confirmation; or (b) the expiry of the test period if any, with no reported material errors awaiting correction; or (c) first operational use of any of the service by the Customer.

Delivering the services agreed upon involve a risk that damage or loss of the Customer's data may take place, or that the availability of customer's networks, computers or other electronic devices may be influenced by the service performed by CSIS.

CSIS shall not be liable for such loss and / or damage and the Customer undertakes to take all relevant actions in preparation for being able to resist or reduce any loss, damage and / or inconvenience.

5. Consideration and Expenses

Unless otherwise agreed in writing, the calculation of CSIS's consideration shall be based on time spent on the rendering of the services (including any time for transportation) in accordance with CSIS's hourly rates applicable at any time. All prices are exclusive of VAT and other taxes. CSIS' normal working hours are Monday to Friday 8:30 to 16:30 (local time in Denmark), public holidays, June 5, December 31 and December 24 not included.

For any work conducted outside CSIS's normal working hours CSIS shall be entitled to additional payment in accordance with CSIS's prices in force at any time. CSIS shall be entitled to increase any price stated in an agreement one time in each calendar year, however such price increase shall not exceed the highest of 5 % per calendar year or the percentage increase in Index of Average Earnings (TOT Industry Total) as published by the UK Government in the preceding calendar year.

In addition to the consideration stated above, CSIS shall be entitled to reimbursement of all expenses incidental to the rendering of the services, including expenses for transportation, accommodation and meals.

Unless otherwise agreed in writing CSIS shall at its discretion be entitled to invoice the defrayed expenses and the consideration in advance or in arrears. Payment shall be made 14 days after the date of invoice at the latest. If the Customer fails to pay the outstanding amount, interest shall be payable at a rate of 1.5% per commenced month until the amount is received by CSIS. The Customer is obligated to make effective payment and the Customer may consequently not make any set-off based on any claim against CSIS, which has not been recognised by CSIS.

6. Notice of Defects

The Customer shall inspect, without undue delay and one week after receipt of the delivery at the latest, the delivery to establish any defects.

If the Customer finds that the delivery is defective, written notice of the defect shall be given to CSIS immediately, including a specification of the defects in question and a description of the consequences of the defect for the Customer's use of the delivery. Where the complaint is not made in a timely manner, the right to give notice of non-conformity shall lapse.

Any notice of defects of whatever kind shall be given within 3 months after the time of delivery. If the Customer fails to give such notice, the Customer shall lose the right to make any subsequent claim because of the defect.

CSIS's liability for errors and defects shall always and in any respect be limited, at the discretion of CSIS, to making a replacement delivery, remedying the defect or allowing the Customer a reasonable proportional reduction of the agreed purchase price. The Customer shall have no other remedies of breach, including damages for loss on operations, consequential losses or any other indirect loss. CSIS shall not be responsible for the achievement of the Customer's expected results, unless CSIS has accepted such responsibility expressly and in writing.

7. Non-disclosure

CSIS shall keep secret any confidential information disclosed to CSIS on the Customer's business. The Customer shall keep secret any confidential information disclosed to the Customer on CSIS's business. The parties' non-disclosure obligations shall continue also after termination of the Agreement in question.

8. Back-up

Unless otherwise agreed in writing the Customer shall be responsible for and obligated – on its own initiative – to conduct a backup of all systems affected by services of CSIS, every day, prior to any service from CSIS and on the request of CSIS. CSIS is not responsible for any damage or loss suffered by the Customer due to the lack of backup.

9. Changes in the Customer's IT Systems

If applicable, should the Customer want to implement changes in the Customer's IT system, the Customer shall inform CSIS hereon and provide a specification of the contemplated changes with a notice of at least 10 days prior to the implementation of the changes. CSIS will inform the Customer on the effect, which the changes will have on CSIS's remuneration. If the Customer implement a change without CSIS's written acceptance CSIS shall be entitled to increase its remuneration and make other amendments in the service.

10. Data protection

The Customer shall ensure that the provisions of the UK Act on Data Protection and / or any other applicable legislation / regulation in respect of data protection are observed, and the Customer cannot hold CSIS responsible therefore.

11. Termination

The Customer shall be entitled to terminate the Agreement only if CSIS has materially failed to fulfil its obligations under the Agreement.

Breaches, including delays or defects, shall be deemed to be material only if (in case of delay) the delay results in a material delay of the entire Agreement by more than 20 (twenty) working days, provided that the delayed services have not been performed within 40 (forty) working days of the Customer having served a written notice by registered mail; or

- (i) (in case of defects) the material defect has not been corrected or remedied within 60 (sixty) working days of the Customer having served a written notice by registered mail; or
- (ii) (in case of other breaches) the breach concerns a material matter, and the breach has not been rectified within 60 (sixty) working days of the Customer having served a written notice by registered mail.

A written notice served in accordance with this section shall only form the basis of subsequent termination of the Agreement if it contains a detailed description of the breach, stating that failure to comply with the notice may result in termination of the Agreement. Such termination shall not justify termination of already performed services and/or other agreements between the parties.

12. Limited Liability

On no account is CSIS liable to pay aggregate damages exceeding 1) the aggregated payments made by the Customer to CSIS under the Agreement / the Agreements from which the claims originate or 2) GBP 10,000 - whichever amount is the lowest. This limit constitutes the maximum accumulated liability in damages that CSIS can incur due to all agreements with the Customer, including companies affiliated or associated with the Customer, irrespective of the basis of liability and the degree of CSIS's negligence. On no account is CSIS liable for any indirect loss, damage, or loss of data, including operating loss or loss of profit, irrespective of the basis of liability and the degree of CSIS's negligence.

13. Product Liability

CSIS shall be liable for defects in products pursuant to applicable law only. CSIS disclaims any other kind of liability for damage or injury caused by a defective product on any other basis.

The Customer shall notify, without undue delay, CSIS in writing of any damage or injury caused by a defective product, of any claim advanced by third party, of any such damage or injury, or of any risk, that such damage or injury might occur.

To the extent, CSIS incurs liability to any third party, the Customer shall indemnify CSIS to the same extent as the extent, to which CSIS's liability is limited pursuant to this clause 13.

14. Intellectual Property Rights

The Customer obtains a non-exclusive right to use the results of the service (hereinafter, the "Results"). CSIS obtains all other rights to the Results.

The Customer shall thus under no circumstances gain the rights to tools, methods and the like, which have been used for the delivery of the Results or which form part of the Results, since the rights hereto shall remain with CSIS/third party solely. The Customer's non-exclusive right to use the Results is conditional and subject to the Customer's prompt payment of CSIS's total remuneration under the Agreement.

15. License Conditions

If the service involves a license to the use of any CSIS software the Customer shall have a non-transferable and non-exclusive right to use the CSIS software for own use in terms of the number of users, units and software agreed upon.

The license does not convey to the Customer an interest or ownership in the CSIS software but is a limited right to use the CSIS software in accordance with these terms.

CSIS's ownership of the CSIS software is protected under copyright law and international copyright treaties. The CSIS software may not be copied or used except as permitted by the Agreement and these terms.

The Customer may not unless expressly permitted in mandatory regulation in the country where the CSIS Software is in use:

- (i) Reverse engineer or attempt in any manner to decompile the CSIS software or parts of it.
- (ii) Attempt to defeat any mechanisms in the CSIS software.
- (iii) Extract databases, or parts hereof, that are used in the CSIS software.
- (iv) Obscure or obliterate any CSIS copyright or trademark notices, which appear on or in connection with the CSIS software. CSIS provides the CSIS software for Customer's own use only. The Customer can neither fully nor partially transfer, sell, lease, distribute, re-license the CSIS software or CSIS's rights regarding the Agreement or provide the CSIS software for a third party.

The Customer's vendors and partners can be provided with access to the CSIS software if:

- (i) The Customer notifies the vendors or partners of the terms and conditions for using the CSIS software.
- (ii) The Customer notifies CSIS of the user access provided to vendors or partners outside the Customer's organization at least 72 hours prior to establishing the user access. CSIS cannot guarantee that CSIS software is error free. CSIS's total responsibility, and the Customer's potential compensation, is limited to problem solving, including error corrections in supplied CSIS software.

The Customer is obligated to ensure that the Customer has the necessary licenses to third party software, which CSIS provides services on and that CSIS is entitled to conduct such service.

16. Marketing

CSIS shall be entitled to refer to the Customer and the services provided in its marketing material, including a brief description of such services.

17. Force Majeure

In the event that either party hereto shall be rendered wholly or partially unable to carry out its obligations under an agreement by reason of causes beyond its control, including but not restricted to acts of God, acts, omissions, or regulations of any government or subdivision thereof, judicial action, fire, storm, accident, war, riot, labour disputes, illness, death or termination of/by employees, or transportation failure, then the performance of the obligations by such party, in so far as it is affected by such cause, shall be excused during the continuance of any inability so caused.

18. Term and Termination – Transfer

Unless otherwise agreed in writing an agreement shall enter into force at the acceptance of the parties and it shall remain in force until terminated by a party with a notice of 12 months to the end of a month. Any Subscription Agreements shall be non-terminable for the Customer for the first 36 months after the date in which the Agreement in question entered into force. CSIS is entitled to transfer all rights and obligations towards the Customer to a company, which is owned or partly owned by CSIS.

19. Law and Venue

Any dispute between CSIS and the Customer shall be governed by the laws of England and Wales without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply between the Customer and CSIS. The London Court of International Arbitration shall be agreed venue for any dispute.