These general conditions apply to the performance of services delivered by Omnidocs A/S in the form of "Software as a Service (SaaS)", including implementation, maintenance and support.

1. Definitions

Unless the context or circumstances clearly suggest otherwise, the following capitalized terms shall have the meanings stated below:

"**Contact Person**" means the Contact Person appointed by each party in accordance with section 5.

"**Data**" means information, in any form, which belongs to the Client and are used, stored, or otherwise processed in the Services.

"**Defects and Shortcomings**" means any deviation in the Services or implementation of the Services from the Service Specifications.

"**Key**" means the login information, security methods or other information provided by the Supplier to the Client for the use of the Services.

"**Service Specifications**" means the definition of the Services, specifications, functions and other deliverables in the Services, included in or attached to this contract.

"**Client**" means the Company, or Companies, which have given the Supplier the assignment to perform the Services.

"**Price proposal/Quote**" means the commercial agreement, either in the form of a mutually executed written agreement, or in the form of a written offer accepted by the Client, or the Client's order and the Supplier's confirmation, whereby the Client commissions the Supplier. The Supplier agrees to perform the Services on terms and conditions specified therein and within these general conditions.

"**Services**" means all services that are to be provided by the Supplier under the Service Contract. Including, but not limited to, the result of the Service, such as reports and data. Deliverables such as implementation, system,

software or documentation, which are to be delivered by the Supplier, are also included in "Services".

"**Supplier**" means the party or parties named in the Service Contract, who shall perform the Services.

2. Applicability

These general conditions are an integral part of the Commercial Contract and shall apply to the Services, except to the extent otherwise agreed upon by the parties. The

Commercial Contract shall, unless otherwise agreed, consist of the agreed document, these general conditions, a Technical Support Scheme incl. severities are described as an extension to this agreement. If the provisions in other parts of the Commercial Contract and these general conditions are in conflict, the provisions in the other parts of the Commercial Contract shall have precedence with regard to interpretation. In the event support and maintenance services shall be provided as part of the Services, the parties shall agree on the necessary terms and conditions regarding support offering, trouble report, problem and error classification, response and rectification time frames etc.

3. The Supplier's obligations

3.1. General

3.1.1. The Supplier shall, during the term of the Commercial Contract, provide the Client with the Services in accordance with the Service Specifications.

3.1.2. The Supplier or an implementation partner assigned by the Supplier shall conduct the implementation of the Services and the Services with due skill and care and in accordance with the Service Specifications and otherwise in accordance with applicable professional standards.

3.1.3. The Supplier shall provide the Services in accordance with all applicable laws and regulations.

3.2. System security

3.2.1. As stated in section 14, the Client is entitled to request from the Supplier information for the evaluation of the security for the Services.

3.3. Delivery

The Supplier shall deliver necessary Keys to the Client in due time before the implementation of the Service.

3.4. Maintenance and upgrades

3.4.1. The Supplier shall keep the Services updated and upgraded so that the Services regularly are improved and enhanced.

3.4.2. Support and maintenance services shall be provided as part of the Services and the Supplier shall deliver maintenance in accordance with the attached Technical Support Scheme.

4. The Client's obligations

4.1. The Client shall be responsible for having access to the Internet in order to access the Services.

4.2. The Client shall be responsible for managing the Licenses given to the Client.

4.3. The Client must not prevent or in anyway tamper with the Services license verification mechanism.

4.4. The Client shall only use the Services in accordance with the Suppliers instructions.

5. Management

5.1. Each party shall appoint a Contact Person who shall be responsible for cooperation in all matters relating to the Services. Each party's Contact Persons shall be specified in the Commercial Contract (or Quote). The Supplier's Contact Person shall be responsible for the management and supervision of all works relating to the Services, and the Client's Contact Person shall liaise with the Supplier in all matters relating to the Services. The Contact Persons shall have authority to make binding decisions and reach binding agreements within the framework of this Commercial Contract. Written notice shall be given to the other party if the Contact Person is changed.

5.2. At the request of either party, the other party shall provide information, which may reasonably be required for the proper performance of the Services.

6. Modifications and additions

6.1. The Client may request modifications of the Services at any time. The request for modification shall be communicated to the Supplier's Contact Person. The parties shall agree upon necessary modification of the Service Specifications costs. All changes must be in writing.

7. Delivery

Unless otherwise agreed, the provisions in this section 7 shall apply.

7.1. Day of Delivery

7.1.1. The Day of Delivery is the day upon which the Services are made available for the Client.

8. Compensation

8.1. Model for Compensation

8.1.1. As specified in the Commercial Contract (Quote), the compensation payable for the implementation of the Services may be determined either as a fixed price or on a current account basis.

8.1.2. The Supplier is entitled to compensation for the Services in accordance with the Commercial Contract (Quote). The payment obligation for the Services shall begin upon delivery of the Services. The Supplier is further entitled to compensation for any addition to the Services if these have been ordered in writing from an authorized representative within the Client.

8.2. Current Account Basis

8.2.1. Any cost related to the implementation of the Services is performed on a current account basis and this contract shall be accompanied by a specification in the Commercial Contract (Quote).

8.3. Records and Audit

8.3.1. The Supplier shall keep true and accurate books and records of all financial matters in relation to invoicing in connection with the delivered Services.

9. Payments

9.1. All costs related to the Services shall be invoiced upon agreement signature or in accordance with an agreed payment plan for the committed subscription period as explained in the Commercial Contract (Quote).

9.1.1. Payment for the Services and implementation of the Services shall be made as set forth in the Commercial Contract (Quote).

9.1.2. If the Client does not pay within the prescribed time, the Supplier has the right to interest on overdue payment pursuant to applicable law.

10. Price Reviews

10.1. The price for the Services shall be specified in the Commercial Contract (Quote).

10.2. Either Party may request a renegotiation of the charges according to the specifications set forth in the Commercial Contract (Quote).

11. Ownership of data

11.1. The Client shall retain and have the right to ownership to all client data.

11.2. The Supplier shall retain and have the right to ownership to all copyright, patent and other intellectual property rights attributable to the Services.

11.3. The Client shall have the right to ownership to all the results and deliverables from the Services derivable to the Client's data.

12. Infringement

12.1. Infringement Claim

12.1.1. The Supplier guarantees that the Services do not by holding, use, granting or assignment, infringe any third party rights. The Supplier undertakes, at its own cost, to defend the Client if claims are made or action is taken against the Client regarding the infringement of patent, copyright or other right, on account of use by the Clients of the Services.

12.1.2. The Supplier's undertakings apply only on the condition that the Supplier, within reasonable time, is informed in writing by the Client of the claim being made or the proceedings being instituted, and that the Supplier may at its sole discretion make decisions regarding the defense in such proceedings and conduct negotiations for agreement or settlement. The Client undertakes to assist the Supplier in the defense to a reasonable extent and at the Supplier's expense.

12.2. Verified Infringement

12.2.1. If infringement is finally found to have occurred, or if, according the Supplier's assessment, it is likely that there has been such infringement, the Supplier shall, at its own expense, either ensure the Client's right to continue to use the Services, or replace that part which constitutes infringement with another part that the Client can reasonably accept, and of which use does not cause infringement, or modify it so that there is no infringement.

12.2.2. If the Supplier does not fulfil this duty within a reasonable period of time in accordance with the above, the Client shall be entitled to a reduction of the price corresponding to the reduced value of the Services resulting from the infringement, and to damages.

12.3. Limitation of the Supplier's Liability

12.3.1. The Supplier is not liable for infringement claims based on the Clients Data.

13. Confidentiality

13.1. The Supplier's undertakings

13.1.1. The Supplier undertakes not to divulge to any third party any information that comes to the Supplier's knowledge under the scope of the Services, with regard to the Client's business or operations, or information concerning any third party. The same applies for the conveyance of such information to any unauthorized person within the Supplier's organization. The Supplier further undertakes to supervise that employees or other engaged persons do not convey such information to any third party.

13.1.2. The Supplier is only entitled to use information from the Client for the performance of the Supplier's obligations under this contract.

13.1.3. The Supplier's obligations cover all information, of a technical, business or any other nature, irrespective of whether such information is documented or not. The Supplier is entitled to divulge information concerning the Client, if to do so is necessary according to any law, court order or the order of a competent authority.

13.1.4. The duty of confidentiality applies irrespective of whether or not this Contract has ceased to apply.

13.2. The Supplier's personnel

The Supplier shall ensure that the Supplier's personnel and any assigned subcontractors have entered into binding secrecy undertaking which corresponds to the above confidentiality undertaking.

14. Data security

14.1. The Client is entitled to request from the Supplier a written description of the security measures the Supplier takes to protect the Client's data.

14.2. If the Client demands enhanced or supplementary security measures to be taken, then the parties shall in good faith agree upon such security measures.

14.3. The Supplier shall, if the Client demands, without undue delay, and at the costs of the Client, furnish to the Client all Client Data and all the results and deliverables from the Services. The Supplier shall certify in writing that all originals and copies of such material in its possession or control have been destroyed.

15. Audit and Inspection Rights

15.1. The Supplier shall permit the Client's own internal audit, or an independent auditor appointed by the Client to audit it and its subcontractors to confirm the Supplier's compliance with this Contract.

The Client shall give the Supplier ten (10) business days' notice of the audit and an estimate of the duration thereof.

15.2. The Supplier shall allow and see to that its subcontractors allow inspections from competent authorities and must allow financial supervisory authorities and other relevant authorities to receive information and otherwise execute the powers of control and supervision conferred upon it by law.

15.3. The Client shall permit Supplier to perform license compliance verification audit, by Supplier's own internal audit or an independent auditor appointed by the Supplier.

15.4. The Supplier shall give the Client ten (10) business days' notice of the audit and an estimate of the duration thereof.

15.5. Each Party shall bear its own costs of any of the audits set out herein.

16. Defects and Shortcomings

16.1. The Supplier shall, after a complaint from the Client, remedy any Defects or Shortcomings without undue delay and at its own expense.

The Supplier is only liable for Defects or Shortcomings that the Client reports to the Supplier without undue delay after having noticed the shortcoming or fault, or in every case no later than three (3) months after the Service was delivered.

17. Liability

17.1. A party is liable for damages caused to the other party as a result of fault or negligence. A party's total compensation liability as a result of the Services is, apart from the result of gross negligence, intent or infringement according to clause 12.1, limited to the highest of the agreed fee for the Services (in the case of Services exceeding 36 months, the fees of the last 36 months), capped at a limit of EUR 250,000. A party shall not be liable for loss of profits, loss of production, reduced turnover in business and similar costs or losses, or indirect damages. Demands for damages shall be presented within three (3) months following the date upon which the basis of the action commenced.

18. Force majeure

18.1. If a party is prevented from fulfilling its commitments in accordance with this Contract, by circumstances beyond its control that it could not reasonably be expected to have foreseen, and the result of which the party could not reasonably be expected to have avoided or overcome, such as lightning, strike, labor conflict, fire, altered decisions by authorities, intervention by authorities and faults or delays in services from a subcontractor on account of circumstances stated, this shall constitute grounds for exemption involving extension of the time limit for performance or exemption from liability. Any party, that invokes exemption in accordance with the above, shall inform the other party hereof without delay.

19. Termination

19.1. For Reason

19.1.1. Either party may terminate the Services upon written notice with immediate effect in the event that the other party:

a. materially breaches its obligations under this Contract, and such breach is incapable of remedy, or if the breach is capable of remedy, and the party does not remedy the breach within thirty (30) days of notice from the other party of such breach; or
b. becomes bankrupt, ceases payments, applies for company reconstruction, goes into liquidation or otherwise may be considered to be insolvent.

19.2. Other Reason

19.2.1. If not otherwise agreed the Services may be terminated by the Client with three (3) months' notice.

19.2.2. If the Client decides to discontinue the use of the Service before the end of any given commitment period – the full residual amount according to the payment plan for the commitment period will be invoiced to the Client.

19.3. Effects of Termination

19.3.1. If this Contract is terminated (for whatever reason) during the implementation, i. e. before the Day of Delivery, then on the day on which this Contract ceases:

a. all work shall cease; and
b. the Supplier shall without undue delay furnish to the Client all Client Data and all the results and deliverables from the Services in its, or any of its subcontractor's, possession.

19.3.2. If the Client terminates this Contract after the Day of Delivery (for whatever reason) the Supplier is entitled to compensation any agreed Services performed up until the day of termination.

19.3.3. Termination must be made in writing in order to be valid and shall be addressed to the other party's Contact Person.

20. General

20.1. Assignment

Unless otherwise agreed, a party may not assign its rights or obligations under this Contract to any third party without the other party's prior written consent.

20.2. Governing Law

The Services Contract shall be governed by and construed in accordance with the substantive laws of Denmark.

20.3. Disputes

20.3.1. The parties shall use their best endeavors to settle any dispute emanating from this Services Contract by negotiation. If such dispute cannot be settled by negotiations within three (3) weeks (or other period the parties mutually agree upon) from the request for such negotiations in writing, either party may elect to submit the dispute for resolution by arbitration in accordance with the following clauses.

20.3.2. Any dispute emanating from this Commercial Contract shall be finally determined by arbitration at the Danish Institute of Arbitration (Copenhagen Arbitration).

20.3.3. If the value of the object of dispute does not exceed EUR 25,000, the Arbitration Institute's Rules for Expedited Arbitrations shall apply.

20.3.4. If the value of the object of dispute exceeds EUR 25,000, the Rules of the Danish Institute of Arbitration shall apply. If the value of the object of dispute exceeds EUR 25,000 but not EUR 250,000, the Arbitration Board shall consist of one arbitrator. If the value of the object of dispute exceeds EUR 250,000, the Arbitration Board shall consist of three arbitrators.

20.3.5. The value of the object of dispute includes the claimant's request in the Request for Arbitration and any counterclaim submitted by the Respondent in its Reply

Technical Support Scheme

1. Support access

1.1. The Supplier maintains an e-mail address for all contacts regarding technical support: support@omnidocs.com

1.2. The support may be used by the Client to report errors in the solution and for technical assistance in connection with the operation of the solution. All support is conducted via telephone and/or email and/or and online support via support software.

2. Problem classification

Client support tickets are placed into categories as follows:

a.   Feature request – Any functionality requested to be supported not part of the original delivery, i.e. a deviation between the new Client requirement and the original specifications.
b.   Bug – A defect in the delivered software service.

2.1. Tickets categorized as Feature requests may be incorporated as a general enhancement to the software service or be performed as a paid custom development project after agreement with the Client.

2.2. Bugs are handled according to their severity level in below table.

3. Severity and response time for problems

3.1. Supplier shall respond to and use reasonable efforts to resolve any problem or bug in accordance with below table, with the exception of exclusions defined in section 4.

Client shall in good faith classify the severity when raising a support ticket. Supplier may reclassify severity in good faith when receiving the report.

Severity	Response time	Description	Escalation	Used in the following cases
1	12 hours from receipt of the error report	The supplier begins to analyze the error regardless of whether the error is directly attributable to the solution. The support must be conducted in	If the Client or the Supplier do not see progress, either party can escalate to management level in both companies.	The solution cannot be used by any users in the Client Company.

Severity	Response time	Description	Escalation	Used in the following cases
		cooperation with the Client or a person assigned by the Client. The work continues ceaselessly to circumvent the error, after which downgrading to Severity 2 can happen.		
2	16 hours from receipt of the error report	The Supplier priorities the support task - within daily working hours - to circumvent the error, after which downgrading to 3 can happen.	If the Client or the Supplier do not see progress, either party can escalate to management level in both companies.	A significant number of users cannot use the solution.
3	24 hours from receipt of the error report	The Supplier priorities the support task - within daily working hours - to circumvent the error, after which downgrading to 4 can happen.	If the Client or the Supplier do not see progress, either party can escalate to Service Owner (The Client) or SDM (The Supplier).	A few users cannot use the solution.
4	36 hours from receipt of the error report	The Supplier is working on the task assignment and releases fixes in bulks.	If the Client or the Supplier do not see progress, either party can escalate to Service Owner (the Client) or SDM (the Supplier).	Correction of the inappropriateness in the solution

3.2. Supplier may request access to a virtual machine / remote desktop, physical machine, or installation image in order to repro-duce issues specific to the client environment.

3.2.1. In the event that supplier is required to conduct support from specific location, the client will be invoiced according to time used and eventual transport costs

3.3. Supplier may require access to or information on relevant client environment setup.

3.4. Refusal to fulfil requests from supplier's support team as described in 3.2, 3.3, in bad faith hindering communication, or in-tentionally obstructing supplier from delivering the expected software service negates suppliers obligation to meet the ex-pected response times, and may result in downgrading or dismissal of support ticket.

4. Exclusions

The following conditions are not covered by the technical support:

4.1. Any problem that stems from unauthorized changes to or modifications in solution.

4.2. Any problems / errors that results from of the solution's integration with other software, where the integration is not per-formed by the Supplier or was conducted following the Supplier's instructions.

4.3. Conduction of the support tasks mentioned in 4.1 and 4.2 mentioned support tasks will be invoiced at the hourly rate for consultancy as described in the Service Contract and/or Quote related to this contract.

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