

SALES AND DELIVERY TERMS

as per July 2019

SECTION 1 - General

1. All deliverables from Embrace IT ApS, CVR no. 36942320, (the "Supplier") to its customers (a "Customer" or a "Licensee" as the case may be) shall be governed by these general terms of sale and delivery (the "Terms") unless agreed otherwise in individual terms.
2. An agreement between the Supplier and a Customer (an "Agreement") may consist of (i) a written offer, (ii) an order confirmation (iii) these Terms and (iv) individual terms and prices. These Terms can only be deviated from by written agreement between a Customer and the Supplier.
3. Further, the Supplier's standard data processing agreement is considered as agreed between the Supplier and the Customer, and accordingly forms part of any Agreement. The Supplier's current standard data processing agreement is attached hereto and can always be accessed and reviewed in the most recent version at the Supplier's website at www.embrace-it.com.
4. The Supplier may at any time update the standard data processing agreement, and any such updated version shall form part of the Agreement upon written notice hereof to the Customer.
5. The Customer's own general terms or other terms do not apply to any deliverables from the Supplier.
6. Payment terms: 14 days (net) after the invoice date. Invoices are sent by e-mail to the Customer's contact person.
7. All amounts specified in the Agreement are exclusive of VAT and shall be regulated each year per 1. January based on the development in the Danish net price index.
8. The Customer is not entitled to set off any claim against the Supplier unless such claim has been acknowledged and accepted in writing by the Supplier or has been finally determined by a non-appealable court decision. Neither does the Customer have any right to withhold the purchase price in part or in full due to counter claims of any kind.
9. The Supplier, and any consultant or other person that is part of the Supplier's service team, shall be entitled to be reimbursed for all pre-approved expenses reasonably held in the performance of the services to the Customer.
10. Expenses and travel costs: During any work-related stay in Denmark - Customer shall reimburse Supplier for any such agreed training, travelling, accommodation, subsistence, and other documented expenses as are properly incurred by the Supplier, including by any member of Supplier's Team in the performance of their duties hereunder.
11. Travel time will be invoiced at 50 % of the applicable hourly charge rate calculated in intervals of 30 minutes (i.e. 50 % of the applicable hourly charge rate per each started 30-minute period

of travel time). Transport by car will be invoiced at the official rates dictated by the Danish government. All additional travel cost will be invoiced separately against vouchers.

12. Limitation of liability: The Supplier's liability shall not exceed the amount invoiced for each specific order and shall in no event exceed an amount of DKK 1,000,000.00. The Supplier is not liable for loss of profits or other indirect losses, including, but not limited to, loss of or errors in data, expenses to remedial actions, covering purchases made by Customer or internal time used by Customer.
13. Product liability: The Supplier is not liable for any loss which the services of the Supplier might cause to the Customer's IT environment, unless such loss is caused by gross negligence or willful misconduct by the Supplier.
14. Customer's IT environment: The Customer's IT environment is significant to the Supplier's deliverables. It is the responsibility of the Customer to ensure that no material faults exist in the Customer's IT environment and that the Supplier's ability to fulfill the Agreement is not hindered or delayed by circumstances related to the Customer's IT environment for which the Customer is responsible or is carrying the risks. If the Customer's IT environment does not fulfill the said requirements, the Supplier will be released from its obligations under the Agreement to the extent such non-fulfillment reasonably affects Supplier's deliverables or services and until the requirements are met.
15. Customer's participation: The Customer shall participate in the Supplier's performance of the Agreement, by making such general participation as may reasonably be expected. The Customer shall give the Supplier and any subcontractor access to the Customer's premises and IT-systems in order for the Supplier to perform the Agreement.
16. Use of subcontractors: The Supplier may without the Customer's written consent delegate the performance of the Agreement to subcontractors. However, the Supplier may not use sub-processors to process personal data, which the Customer is data controller of, without prior, written approval from the Customer.
17. Supplier's data processing agreements with Supplier's sub-processors outside the EU or EEA shall – prior to any transfer of data - be entered into pursuant to the EU Commission's decision of 2010/87/EU regarding the standard contractual clauses for transfer of personal data to countries outside the EU or EEA , the EU-U.S. Privacy Shield Framework (for transfers of Personal Data to the US) or subject to other appropriate safeguards pursuant to Article 46 of the GDPR, including permission from local supervisory authorities if legally required.
18. If agreed between the parties, the Customer is entitled to contact the subcontractors directly. If so, the Supplier has no liability for the deliveries of such sub-contractors.
19. Force Majeure: Neither party is responsible for any failure to perform its obligations under this Agreement, if it is prevented or delayed in performing those obligations by an event of force majeure. An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must

immediately notify the other party thereof and that party must use its reasonable efforts to mitigate the effect of the event of force majeure. The party who has not been affected by the force majeure situation is entitled to cancel the Agreement in case the agreed acceptance date is exceeded by 60 working days as a result of force majeure. In the event of such cancellation, both parties shall return as soon as possible the items they have received from the other party, and no other claims shall then exist between the parties.

20. Confidential Information: The Supplier and the Customer agree to hold, in strict confidence, and not disclose to a third party that does not have a legitimate interest therein, any sensitive information provided by the other party. The Supplier shall have the right to publicly name the Customer as being one of its clients.
21. Intellectual Property: Any intellectual property rights, including copyrights, patent rights, and know how - not previously owned by the Customer or by a third party - related to the services and products provided to Customer hereunder shall, in so far as is permitted by applicable law, become and/or remain the exclusive property of the Supplier. The Customer has a right, free of charge, to use the intellectual property rights provided to the Customer by the Supplier.
22. Escrow (deposit of source code): If it has been agreed in the individual terms between the Customer and the Supplier that the Supplier is to deposit specific source code(s) and/or other intellectual property material (the "Escrow Material") in escrow with a third party (escrow agent), the escrow agent will be appointed by the Supplier. Currently, the escrow agent appointed by the Supplier is Lund Elmer Sandager Law Firm LLP, Kalvebod Brygge 39-41, DK-1560 Copenhagen V, Denmark. The specific escrow terms, including the conditions for release of the Escrow Material to the Customer, must be set out in the individual terms agreed between the Customer and the Supplier.
23. Non-solicitation: Subject to any mandatory legislation to the contrary, for as long as there is an Agreement between the Customer and the Supplier, and for 1 years thereafter, the Customer shall not, directly or indirectly, engage, employ, solicit or contact, with the view to his or her engagement or employment, any of the Supplier's employee's or the employees of any of the Supplier's affiliates, as well as any other person the Supplier has contracted with to deliver services to the Customer.
24. Governing law and venue: The Agreement is governed by Danish law, provided that the Danish Act on Employment Clauses (in Danish: "*Lov om ansættelsesklausuler*"), shall not apply to employees employed abroad. Any dispute concerning this Agreement shall be handled by the Copenhagen City Court as court of first instance.

SECTION 2 – TAAS (Team-as-a-Service)

25. Definition: TAAS is a service offering, whereby the Supplier agrees to make available a team ("Team") consisting of at least three dedicated fulltime resources from one or more of the Supplier's off-shore branches to assist the Customer with IT-related tasks. The members of the Team shall perform the tasks requested by the Customer and under the direction, supervision and responsibility of the Customer. The Team members are paid by the Supplier. The Customer pays a fee to the Supplier for its services rendered and costs incurred, including costs of making the team available to the Customer.

26. Job description: The Team members shall fulfill the tasks requested by the customer, and the Supplier shall provide Team members that are qualified to deliver the tasks requested by the Customer.
27. Liability: The Supplier is responsible for organizing and handling administrative issues related to the Team and for reducing absence of Team members due to sickness and for the securing the general quality of the Team Members, whereas the Customer is responsible for the product and any other outcome of the work of the Team. In case a member of the Team is sick for more than 14 consecutive days the member will be replaced by the Supplier as agreed with the Customer.
28. Workplace: Generally, the Team members work from one of the Supplier's off-shore branches.
29. If Team members are performing work abroad upon request of the Customer, a fee is added and charged per day per Team member working abroad. Costs associated with the travel and stay, are not included in the Supplier's charge and such costs shall be paid for and finally borne by the Customer.
30. Team member reduction: The Customer can downsize with 1 Team member by giving 1 month's written notice. If the reduction of the Team is more than 25 %, downsizing can only happen with a 3 months' written notice. The Customer is not entitled to downsize with more than three Team members a month. No Team can be reduced to less than three Team members.
31. New appointment: If the Customer wishes to hire new Team members, the Customer must expect 4-8 weeks from providing a written hiring request, until the Team member begins as a part of the Team.
32. Change of Team members: If the Customer wishes to substitute a Team member with another Team member offering different competences, the Customer must expect that recruiting may take time.
33. Termination: Both the Supplier and Customer may terminate the Agreement by giving a 6 months' written notice for expiry on a 30 June or a 31 December, provided always that expiry cannot take effect until 12 months after formation of the Agreement.

SECTION 3 – PAAS (Project-as-a-Service)

34. Definition: PAAS is service offering, whereby the Supplier agrees to carry out and deliver a specific product (the "Project") to the Customer in accordance with agreed specifications. The Project may concern the developing of resources for web, mobile and cross-platforms. The Supplier recruits and puts together a Team for the project. The Customer can decide whether the Customer wishes to allocate its own project manager to the project, or whether the Supplier should carry out project management and/or special consultancy services to the project.
35. Project description: everywhen agreeing to PAAS the Customer and the Supplier shall also agree on the specifications for the product. Further, the parties shall agree on how the Supplier shall

develop and deliver the product and on a project plan for the PAAS, including deadlines and milestones.

36. Change requests: If the Supplier or the Customer wishes to make a change request, the parties shall in good faith consider such request, provided that none of the parties are obliged to accept a change request from the other. Generally, an agree-upon change will be transferred to and included in the next project phase and not be incorporated into the current phase.
37. Bugs: If software errors, which cause a software product to fail to function as intended ("Bugs"), are discovered by Customer within 30 days of the Customer's approval of the said software ("Acceptance Test"), the Supplier will use its best efforts to correct the Bugs in an expeditious manner and at no cost to the Customer. However, the Supplier will have no such obligation, if the source code of the software has been altered by Customer or by a third party employed by the Customer.

SECTION 4 – QAAS (Quality-as-a-Service)

38. Definition: QAAS is a service offering, whereby the Supplier agrees to render support services in relation to the Customer's IT-system, in order to secure the continued operation and maintenance thereof.
39. Quality description: Support is carried out on the IT-systems as agreed to in a separate schedule to the Agreement and within the services levels described therein.
40. Quality plan: The Customer can request immediate support. However, the Customer shall allow the Supplier reasonable time to initiate and carry out the requested support. The Supplier shall begin the technical support.
41. The Customer is obliged to subscribe to remote support software in order to allow the Supplier to provide remote technical support, including from the Supplier's off-shore branches.
42. The Customer shall make available relevant personnel necessary for the Supplier in carrying out the support services.

SECTION 5 – SaaS (Software-as-a-Service)

43. Rights of ownership and use: Within the scope of the Agreement, the Customer acquires a right to use the Supplier's software as a service and any related rights and services as stipulated in the Agreement. The Customer's right of use shall, unless otherwise is expressly agreed between the Supplier and the Customer in the Agreement, be limited, non-exclusive and non-transferable.
44. With due respect of any third-party rights, Supplier has and will maintain the full, undivided and unrestricted rights of ownership and/or use of all aspects of the software. This also applies to the user manuals, reporting formats, training material and other tangible and intangible assets and knowhow, which Supplier has developed, or which Supplier subsequently may (develop for the Customer's use of the software).

45. The Customer shall handle the administration of the Customer's user licenses within the scope of the Agreement, including allocate user licenses between the Customer's designated users. The Customer assumes the full liability and risk of planning its user administration expediently and in such a way that logon IDs and passwords cannot be misused by third parties to obtain unauthorized access to Supplier's software.
46. If Customer's licensed user(s) use(s) Supplier's software in violation of the Terms of Use (if applicable) or the Agreement, Supplier is entitled to exclude such user from Supplier's software by terminating the user license if the user does not immediately comply with Suppliers' instructions.
47. Operation, maintenance and remedial actions: Supplier shall provide these services as specified in the Agreement to the Customer, including the Service Level Description. The services must always be provided in due time, and in a quality, to an extent and in a way, that is in accordance with the Agreement and normal good practice recognized within Supplier's line of business.
48. Supplier undertakes, potentially through a third-party supplier, the daily operations and supervision of Supplier's software and arranges for the on-going backup of data etc. Supplier, in its sole discretion, may have a third-party supplier replaced at any time and for no specified reason.
49. Supplier is not liable for any interruptions in operation that may occur in the transmission of data between Supplier's operations center and the Customer, its internet domain(s) or licensed users, unless such interruptions are caused by errors in Supplier's software.
50. Supplier must remedy identified errors with respect to Supplier's software. Critical errors such as errors that involve unavailability of Supplier's software or very limited availability shall be remedied without undue delay. Non-critical errors shall be remedied within a reasonable period after observation and logging with Supplier thereof.
51. If errors in third-party software are observed (if applicable), Supplier is only obligated to inform the manufacturer of the third-party software thereof, encouraging the manufacturer to remedy the defective software within a reasonable period. In the event of critical errors or errors that significantly reduce the Customer's use of the Supplier's software, Supplier is obligated to use reasonable best efforts to create a temporary "work around".
52. If the Customer reports defects in Supplier's software to Supplier and it is later documented that the defect is not caused by errors in Supplier's software but is caused by the Customer's own software or misuse, defective communication lines or any similar errors beyond Supplier's control or responsibility, the costs for the remedial action shall be paid by the Customer, and Supplier will then be entitled to a fee, calculated based on the specific time spent at the current hourly charge rates. The same applies if the Customer causes any defects to Supplier's software. If Customer requests hotline support outside of Embrace-it's primary operation period (as specified in the Service Level Description), Embrace-it will charge a fee, calculated based on the specific time spent at the current hourly charge rates + 50 %, to solve the Customer's request.

53. Fees: As fee for the right to access and use Supplier's software and as fee for Supplier's effort to oversee and handle the continued operations, backup and hotline, maintenance and development of the software, the Customer shall pay a service license fee in accordance with the Agreement.
54. The service license fee for the Annual Subscription is invoiced in advance for a period of 12 months to the Customer, the first time on the Effective Date, and thereafter each year on the 1st day in the same calendar month as the calendar month in which the Effective Date occurred ("Annual Anniversary Date").
55. The service license fee for the Monthly Subscription is invoiced to the Customer on the last working day of the month covering the preceding month; the first time on the last working day of the month, proportionally to the remaining part of the first month.
56. Subject to at least three (3) months' prior written notice to the Customer, Supplier may claim a price adjustment to the license fees to take effect from 1st day of a month.
57. Warranties: Supplier warrants to the Customer that Supplier's software will work essentially in accordance with the stated specifications and the specified functionality. However, Supplier does not warrant that Supplier's software will work without any interruptions or discontinuations or that Supplier's software will always work perfectly. Supplier does not warrant the quality or any specific result or outcome from the Customer's use of Supplier's software or any related services.
58. Supplier warrants to the Customer that Supplier holds all permits, licenses, approvals etc., required for Supplier to sustain operation and maintenance of Supplier's software in accordance with the Agreement.
59. The Customer warrants to Supplier that the Customer will not use Supplier's software for collection, registration, storage, processing or manipulation of data in violation of any applicable legislation, including that the Customer has obtained all required permits from public authorities etc. with respect to the implied collection, storage and use etc. of data. The Customer warrants that the Customer and its users comply with the safety regulations applicable from time to time, including regulations with respect to storage and use of passwords and user IDs. The Customer warrants that the Customer will not at any time create more user accounts or otherwise permit more users to access Supplier's software than permitted in the Agreement as amended by the Parties in writing from time to time hereafter.
60. Termination: The Agreement can be terminated by either Party by giving three (3) months' written notice to the other Party to terminate to any Annual Anniversary Date. A Monthly Subscription Agreement can be terminated by either Party by giving one (1) month's written notice to the other Party to terminate to the end of any calendar month.
61. With effect from the date of termination or expiry, all licenses shall terminate and the Customer's right to Supplier's software.
62. Upon termination of the Agreement, each Party is obligated, upon request from the other Party, to hand over any material which is the property of the other Party and in the possession of the first mentioned Party.

SECTION 6 – IaaS (Infrastructure-as-a-Service)

63. Infrastructure services: Supplier agrees to make the necessary hardware, equipment, tools and basic sub-systems (“the Licensed Platform”) available for the continuous operation of Customer’s own software, operating systems, middleware, and applications (“Customer’s Software”) together with wiring within a geographical area determined by the physical boundaries of the operations center used by Supplier. Hardware is placed in an operation center with Supplier and/or with a third-party sub-supplier appointed by Supplier.
64. The Licensed Platform and Supplier’s services may be operated and supplied from Supplier’s premises in Miami Florida, US, Islamabad, Pakistan, and/or Ho Chi Minh City, Vietnam as determined by Supplier in Supplier’s sole discretion. Reference is made to clause 17 in Section 1 of these Sales and Delivery Terms .
65. Supplier shall oversee and handle the operations, remedial actions, backup, hotline, maintenance, upgrading and updating of the Licensed Platform as specified in the Agreement including in accordance with applicable Service Level Agreements (“SLA”).
66. The Customer and Customer’s licensed users must use the Licensed Platform in accordance with the user’s manual, the Terms of Use (if applicable) at any time and this Agreement.
67. Operation, maintenance and remedial actions: Supplier shall make available, supervise and maintain the Licensed Platform as specified in the Agreement to the Customer. The services must always be provided in due time, and in a quality, to an extent and in a way, that is in accordance with the Agreement and normal good practice recognized within Supplier’s line of business.
68. Supplier undertakes, potentially through a third-party supplier, the daily supervision and maintenance of the Licensed Platform. Supplier, in its sole discretion, may have a third-party supplier replaced at any time and for no specified reason.
69. Supplier is not liable for any interruptions in operation that may occur in the transmission of data between Supplier’s operations center and the Customer, its internet domain(s) or licensed users, unless such interruptions are caused by errors in the Licensed Platform.
70. Service Levels: Service Levels and Supplier’s remedy of errors are regulated by the SLA agreed between the Supplier and the Customer. Clauses 71-74 apply unless otherwise is agreed between the Supplier and the Customer in the SLA.
71. Supplier must remedy identified errors with respect to the Licensed Platform. Critical errors such as errors that involve unavailability of the Licensed Platform or very limited availability shall be remedied without undue delay. Non-critical errors shall be remedied within a reasonable period after observation and logging with Supplier thereof.
72. Supplier offers hotline support in the primary operation period Monday to Friday from 8:30 – 16:30 (CET), except Danish public holidays) by email and/or phone to answer and solve urgent user related questions and problems.

73. If errors in third-party software used in the Licensed Platform are observed (if applicable), Supplier is only obligated to inform the manufacturer of the third-party software, encouraging the manufacturer to remedy the defective software within a reasonable period. In the event of critical errors or errors that significantly reduce the Customer's use of the Licensed Platform, Supplier is obligated to use reasonable best efforts to create a temporary "work around".
74. If the Customer reports defects in the Licensed Platform to Supplier and it is later documented that the defect is not caused by errors in Licensed Platform but is caused by the Customer's misuse, defective communication lines or any similar errors beyond Supplier's control or responsibility, the costs for the remedial action shall be paid by the Customer, and Supplier will then be entitled to a fee, calculated based on the specific time spent at the current hourly rates. The same applies if the Customer causes any defect to the Licensed Platform.
75. Fees: As fee for the right to access and use the Licensed Platform and as fee for Supplier's overseeing and handling of the continued operations and hotline and maintenance of the Licensed Platform, the Customer shall pay a service license fee in accordance with the Agreement.
76. The service license fee for the Annual Subscription is invoiced in advance for a period of 12 months to the Customer, the first time on the Effective Date, and thereafter each year on the 1st day in the same calendar month as the calendar month in which the Effective Date occurred ("Annual Anniversary Date").
77. The service license fee for the Monthly Subscription is invoiced to the Customer on the last working day of the month covering the preceding month; the first time on the last working day of the month, proportionally to the remaining part of the first month.
78. Subject to at least three (3) months' prior written notice to the Customer, Supplier may claim a price adjustment to the license fees to take effect from 1st day of a month.
79. Warranties: Supplier warrants to the Customer that the Licensed Platform in all material respect will work in accordance with the stated specifications. However, Supplier does not warrant that the Licensed Platform will work without any interruptions or that it will always work perfectly. Supplier does not warrant the quality or any specific result or outcome from the Customer's use of Licensed Platform or any related services.
80. Supplier warrants to the Customer that Supplier holds all permits, licenses, approvals etc., required for Supplier to sustain operation and maintenance of the Licensed Platform in accordance with the Agreement.
81. The Customer warrants to Supplier that the Customer does not use the Licensed Platform for collection, registration, storage, processing or manipulation of data in violation of any applicable legislation, including that the Customer has obtained all required permits from public authorities etc. with respect to the implied collection, storage and use etc. of data. The Customer warrants that the Customer and its users comply with the safety regulations applicable from time to time, including regulations with respect to storage and use of passwords and user IDs. The Customer warrants that the Customer will not at any time create more user accounts or otherwise permit

more users to access the Licensed Platform than permitted in the Agreement as amended by the Parties in writing from time to time here-after.

82. Termination: The Agreement can be terminated by either Party by giving three (3) months' written notice to the other Party to terminate to any Annual Anniversary Date. A Monthly Subscription Agreement can be terminated by either Party by giving one (1) month's written notice to the other Party to terminate to the end of any calendar month.
83. With effect from the date of termination or expiry, all licenses shall terminate and the Customer's right to Supplier's software.
84. Upon termination of the Agreement, each Party is obligated, upon request from the other Party, to hand over any material which is the property of the other Party and in the possession of the first mentioned Party.

SECTION 7 – MCS (Management Consulting Services)

85. Definition: MCS is a service offering on management consulting services whereby the Supplier agrees to make available one or more management consultants (the "Consultant") to the Customer for purpose of providing certain services to the Customer within the area of the Consultant's expertise.
86. Job description: The Supplier's Consultants shall fulfill the tasks requested by the Customer, and the Supplier shall make available Consultants that are qualified to deliver the tasks agreed upon and requested by the Customer.
87. The Supplier undertakes to ensure that the services rendered by the Consultant will be performed with promptness and diligence in a workmanlike manner and with the level of proficiency that can be expected of a Consultant with the background, experience and expertise the Consultant represents.
88. Term and termination: Termination is as agreed in the individual terms.
89. Liability: The Supplier shall see to it that the Consultant performs the services as stated in clause 86 and 87. Other than that, the Supplier shall not be liable for the results of the Consultant's work.

SECTION 8 – VOUCHER

90. Definition: A voucher ("Voucher") is agreement service offering whereby the Supplier delivers a prepaid number of man-hours ("Cuts") for software development with or without a specific project. The Customer may use the Cuts together or in smaller portions.
91. Use of Cuts: Notice for use of Cuts is as agreed in the individual terms. The Supplier shall inform the Customer about remaining Cuts as agreed in the individual terms.
92. Deadline: A Voucher must be used within 1 year from the date of purchase. The Supplier will not be obligated to refund Cuts not used within the said period.

93. Unless otherwise stated the terms of Section 2 (TAAS) applies to this Section 6 (VOUCHER).

[end of document]