

Appendix 1



GENERAL TERMS OF SALE AND DELIVERY

FOR VISIOLINK APS



VISIOLINK

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1. Scope of application

- 1.1 These General Terms of Sale and Delivery shall apply to all agreements for delivery of services entered into between Visiolink ApS (hereinafter referred to as "Visiolink") and Visiolink's customers (hereinafter referred to as a "Customer").
- 1.2 The Customer's terms of purchase, general conditions for purchase of services or other similar conditions, if any, shall only apply if accepted in writing by Visiolink. In case of discrepancies between Visiolink's General Terms of Sale and Delivery and any corresponding conditions of the Customer, Visiolink's conditions shall take precedence at any time.

2. Validity

- 2.1 If no other written agreement has been made, these General Terms of Sale and Delivery shall apply to each sale and integration of services and products or other deliveries made by Visiolink to the Customer after this date.
- 2.2 Visiolink reserves the right to amend these Terms of Sale and Delivery. If so, the Customer must be notified of the amended terms, either by forwarding them to the Customer or by referring to Visiolink's website. When the Customer has been informed of the amended terms, the Customer must inform Visiolink no later than one (1) month after such notification if the amended terms are acceptable. If no objections are made, the new terms shall apply to our future cooperation and on-going contracts after expiry of the one-month deadline. If objections are made against one or several provisions of the amended terms, the provision(s) currently in force shall apply to existing agreements while future agreements will be adjusted according to the new terms.
- 2.3 Any amendments to existing agreements or to these General Terms of Sale and Delivery must be in writing to take effect.
- 2.4 In case of discrepancies between an existing agreement and these General Terms of Sale and Delivery, the existing agreement shall take precedence.

3. Formation of agreement

- 3.1 Offers submitted by Visiolink will lapse thirty (30) days after they have been submitted. Submitted offers can, however, be freely revoked or amended at any time.
- 3.2 An offer is considered accepted upon:
- 1) Visiolink's transmission of an order confirmation if the Customer has placed the order without having received a prior offer from Visiolink.
 - 2) The Customer's written acceptance or the Customer's payment of the first instalment pursuant to an offer submitted by Visiolink.

4. Prices, terms of payment and the Customer's breach of payment

- 4.1 Unless otherwise specified, all prices are stated in EUR, VAT excluded.
- 4.2 All services delivered by Visiolink which are outside the scope of the Agreement are charged by Visiolink on the basis of the time spent pursuant to the hourly rate applied at any time or any other relevant rate for the said service unless otherwise specified in the agreement between the parties.
- 4.3 If Visiolink is involved in problem identification and/or problem solution upon request from the Customer, which turns out not to originate from Visiolink's services, Visiolink may invoice the Customer as specified above.
- 4.4 Fixed payments relating to a specific period, including payments to Visiolink for operation and any planned maintenance, are invoiced in advance. Services which, due to their nature, cannot be invoiced in advance, including e.g. non-planned maintenance caused by matters for which the Customer is responsible, and disbursements, are invoiced monthly in arrears.
- 4.5 Payment of all invoices is due within fourteen (14) days of the date of the invoice. If the Customer wants the invoices to be due within thirty (30) days of the date of the invoice, the invoice is increased by 0.5% of the invoice amount. If the Customer wants the invoices to be due within forty five (45) days of the date of the invoice, the invoice is increased by 1% of the invoice amount. If the Customer wants the invoices to be due within sixty (60) days of the date of the invoice, the invoice is increased by 2% of the invoice amount.

- 4.6 Fixed payments are invoiced either annually or biannually. If the Customer wants to be invoiced quarterly, a EUR 25 fee will be added to each invoice.
- 4.7 In case of delayed payment, a reminder fee of EUR 15 will be charged together with interest of two (2) per cent per month or fraction of a month from the date the payment was due and until the amount has been credited to Visiolink's bank account.
- 4.8 If the Customer does not pay in due time after three (3) reminders, Visiolink reserves the right, with a notice of ten (10) days, to suspend the access to the relevant service, the product or the delivery.
- 4.9 The Customer is not entitled to discharge Visiolink's claim for payment by set-off, regardless whether the Customer's claim originates from this or any other legal relations between the parties.
- 4.10 Unless otherwise specified in the agreement between the parties, Visiolink's prices are exclusive of costs of transport, any overnight stays and other disbursements paid on behalf of the Customer or in the interest of the Customer. Thus, in addition to the price agreed, Visiolink is entitled to invoice the Customer separately for all reasonable disbursements paid by Visiolink in connection with the required transport to and from the Customer's business premises, overnight stays and similar during the agreement term. Travel by car is charged at the rates specified by the Danish Authorities and currently amounts to EUR 0,52 VAT excluded, per kilometre.
- 4.11 All payments, including fixed payments, are automatically adjusted once annually on 1 January in accordance with the development in the Danish net price index however, with a minimum of two (2) per cent. The adjustment is based on the net price index as of 1 October in the previous year.
- 4.12 Should financial conditions or procedures change for Visiolink, including but not limited to Visiolink's subcontractors, the Customer's subcontractors or in the case of a change in taxes and duties relevant to Visiolink, Visiolink is entitled to change all remunerations, including fixed remunerations, with thirty (30) days' notice.

4.13 The principles for calculating traffic and disc space specified in “Services” are at any time determined by Visiolink. The Customer can at any time upon request ask to see the method of calculation.

4.14 All expenditure that may arise at the request of the Customer in connection with a possible revision of the system configuration, procedures etc. regarding the Customer’s solution rests solely with the Customer.

5. The agreed services

5.1 Visiolink is obliged to deliver the services to the Customer that have been specified in Visiolink’s offer or solution description.

5.2 Prior to Visiolink’s commencement of the delivery/the work it rests upon the Customer to ensure that Visiolink’s offer or solution description is exhaustive in terms of the service ordered by the Customer. Thus, the Customer is fully responsible for the delivery being unambiguously and exhaustively described in the offer or the solution description.

5.3 Any changes to the offer, the solution description or other terms of the agreement must be agreed in writing between the parties to take effect. Unless otherwise agreed, the Customer shall be fully responsible for the changes to the delivery or the agreement between the parties being unambiguously and exhaustively described.

5.4 It rests upon the Customer to make all necessary information available concerning the delivery. This also includes any information from the Customer’s subcontractors.

6. Customer’s undertakings

6.1 The Customer warrants that any use of Visiolink’s services, including hosting, have a legal purpose and is in accordance with the legislation of the country in force from time to time, including among others the Danish Act on Processing of Personal Data (*persondataloven*) and the Danish Marketing Practices Act (*markedsføringsloven*) and general guidelines issued by Visiolink.

6.2 The Customer warrants that the Customer is entitled to use the software and the content serviced by Visiolink as well as the Customer warrants that Visiolink may lawfully host and service such software and content to the extent agreed.

7. Timetable

7.1 If a timetable has been agreed between the parties, it rests upon Visiolink to make deliveries in accordance with the timetable.

7.2 If the parties have agreed upon a timetable, such timetable must be presented to the Customer no later than at the kick-off meeting. The Customer is subsequently obliged to follow this timetable unless it is objected to within five (5) weekdays.

7.3 If no timetable has been agreed, the delivery must be made in such time, which according to the scope of the delivery and the general circumstances must be considered fair.

8. Cooperation during the work

8.1 The delivery must be made in consultation between the parties. The consultation must consist of ongoing contact between the parties' contact persons.

8.2 To the extent necessary, the Customer is responsible for coordination and planning of the delivery within its own company. A named person with the Customer must act as the Customer's project manager and this person must be able to give a binding acceptance in relation to the delivery and in relation to agreements with Visiolink.

8.3 In connection with the performance of the delivery, Visiolink is entitled to use subcontractors to the extent this does not cause unnecessary nuisance to the Customer.

8.4 Visiolinks subcontractors have their own general terms including service level agreement. Visiolink will always seek, but cannot guarantee, to harmonize these with Visiolink's General Terms of Sale and Delivery and Visiolink's Service Level Agreement.

9. Additional work

- 9.1 Visiolink must notify the Customer's project manager as soon as possible if any additional services or an extended delivery is required. Visiolink will notify the Customer if Visiolink considers the additional services or the extended delivery to be additional work not comprised by the delivery plan, the solution description or the offer.
- 9.2 If any additional work is required during the development of the delivery, such additional work may be invoiced separately and in addition to the agreed payment/the agreed price.
- 9.3 Time spent for transport, meetings and related expenditures for meetings, which have not been planned in the timetable, the solution description or the offer, may be invoiced separately if communicated to the Customer before the relevant meeting.

10. Customer's specific obligations

- 10.1 Upon receipt of a written demand, the Customer is obliged on demand to indemnify Visiolink from and against any claim, including financial claims arising from the Customer's use of the hosted or serviced materials, which a third party may assert against Visiolink, including among others public authorities and rights owners. The Customer's obligation includes the responsibility to compensate Visiolink for all costs resulting from the claim, including attorney's fees and expenses paid by Visiolink or costs paid to other relevant advisors and other legal costs etc. The obligation to indemnify is conditional upon the fact that Visiolink without undue delay has notified the Customer of the claim and given the Customer a reasonable possibility to safeguard its interests.
- 10.2 Visiolink is only obliged to deliver the software version which in Visiolink's opinion is considered relevant. If Visiolink considers it necessary for Visiolink's delivery of services, the Customer is obliged to update its hardware/software to a reasonable extent as directed by Visiolink.
- 10.3 The Customer is obliged, at its own expense, to take out indemnity insurance for all equipment, including hardware and installations, located with Visiolink, but owned by the Customer.

10.4 Both Parties are obliged to keep confidential any user names and passwords delivered the other party. The Customer and Visiolink shall be liable for any misuse of the said user names and passwords, regardless if the misuse has been caused by Visiolink's or the Customer's own employees or a third party having obtained possession of one of the Parties' user names and passwords without this being a result of circumstances that may solely be referred to the other party.

10.5 The Customer is obliged to notify Visiolink with ten (10) working days' prior notice of any planned amendments of the Customer's IT systems directly or indirectly through subcontractors, which may affect the performance or stability of the system in order for Visiolink to be able to prevent deterioration on the Customer's part. If Visiolink can approve the amendment, Visiolink will notify the Customer hereof in writing, including a specification of the impact of the amendment to the delivery of Visiolink's services, including agreed uptimes, response times etc. and if the amendment has any impact on the payment to be made to Visiolink. If the amendments of the IT systems will result in increased costs for Visiolink, Visiolink is entitled to increase the prices. Visiolink is furthermore entitled to invoice the Customer for hours spent on amending the delivery. This will be based on the hourly rates applied from time to time.

10.5.1 If the Customer makes any amendments without Visiolink's prior written acceptance, Visiolink is at its own discretion entitled to cancel the Agreement with a notice of ten (10) days or to amend the price, also with a notice of ten (10) days. If Visiolink chooses to cancel the Agreement, all amounts to be paid by the Customer during the term of the Agreement will be considered overdue, regardless if Visiolink has delivered the relevant services or not, and the Customer is obliged to pay Visiolink's outstanding account without any objections upon receipt of an invoice.

11. Completion of the work/defects in the work/complaints

11.1 When Visiolink have handed the solution to the Customer for acceptance test, the Customer shall perform the acceptance test as soon as possible in accordance with the time table.

- 11.2 If the deadline mentioned in the project plan is exceeded without prior agreement between the Customer and Visiolink, the delivery is considered accepted, and Visiolink can invoice in accordance with the agreed project plan.
- 11.3 If the Customer after the final acceptance complains about errors in layout and language, Visiolink's obligation to remedy defects without charge is no longer applicable, unless the Customer can demonstrate that the error occurred after the Customer's acceptance test.
- 11.4 In relation to the delivery, Visiolink creates a "test login" for all of the Customer's publications enabling internal use and for use in testing-, review- and demo purposes at Visiolink.
- 11.5 If Visiolink is responsible for any errors or defects, remedial action must be commenced in accordance with the Visiolink's Service Level Agreement..
- 11.6 If it turns out during the remedial action that Visiolink is not responsible for an error, Visiolink is entitled to issue an invoice for the remedial work carried out on the basis of the time spent pursuant to the current price list.
- 11.7 Errors caused by circumstances related to the Customer's operation, third-party software purchased by the Customer or the Customer's own work cannot be attributed to Visiolink. Nor may the Customer make any claim against Visiolink for defects which the Customer has approved at an earlier time.
- 11.8 Visiolink assumes no liability for the functioning of hardware, software or similar, which is made available by the Customer or the Customer's cooperation partners for the realisation of the delivery.
- 11.9 The Customer holds the burden of proof that any errors or defects may be referred to acts or omissions on the part of Visiolink.
- 11.10 The automatic production does not contain an authorization process between the Customer and Visiolink therefore Visiolink is not responsible for errors and omissions. The Customer is not entitled to receive a price reduction, compensation etc. in case of any deviation between the digital version and the printed version.

12. Breach

12.1 In case of the Customer's significant breach of the agreement, Visiolink may cancel the agreement if the Customer has not remedied the breach after having received a written notice of ten (10) days.

12.2 Significant breach may include:

- Non-payment without reasonable cause;
- Misuse of Visiolink's rights and passwords;
- The Customer's bankruptcy or if the Customer is in suspension of payments;
- No reply to communication from Visiolink.

12.3 In case of breach of the obligations specified in clauses 6 and 10, Visiolink is entitled to cancel the agreement with a notice of ten (10) days.

12.4 Also, in case of Visiolink's significant breach of the Agreement, the Customer may cancel the agreement if Visiolink has not remedied the breach after having received a written notice of ten (10) days.

12.5 Regardless of the reason of cancellation and regardless of which party cancels the agreement, the Customer has no claim for repayment of amounts already invoiced, if the work has been performed by Visiolink.

12.6 The Customer is not entitled to claim remedies for breach if the circumstances have been caused by the Customer's own subcontractors, Visiolink's subcontractors or platform subcontractors including but not limited to Apple, Google, Microsoft, and Visiolink is able to provide documentation thereof. This will not apply to Visiolink's hosting supplier as this is regulated in the Service Level Agreement.

13. Postponement

- 13.1 If the Customer postpones the date for the planned project start later than two (2) weeks before the planned start of the project, the Customer shall pay compensation to Visiolink in the amount of twenty (20) per cent of the project implementation price.
- 13.2 If a project is postponed after the project is commenced, the Customer shall pay for the work delivered up to the postponement, including any disbursements made on behalf of the Customer and an additional amount of twenty (20) per cent of the remaining project implementation price. The supplement is due at the postponement.
- 13.3 In case of postponement Visiolink must endeavor to use the available time for other projects. If this fails, sections 13.1 and 13.2 apply.
- 13.4 If parts of a project is postponed at the request of the Customer, for example because the Customer or the Customer's subcontractors cannot provide the necessary material, the Customer may not be credited with an amount equivalent to the lack of delivery and will be invoiced according to the terms of payment in the Agreement's paragraph 11. The Customer can instead use the remaining amount for a new project. Resuming a project or creating a new project must always be planned according to Visiolinks fixed procedures for allocating resources. In order not to lose the right to use the remaining amount an agreement hereof must be certified within six months. If such an agreement is not made within six months, the remaining amount will not be credited but considered an irreversible cost.

14. Special rules on damages, including Visiolink's limitation of liability

- 14.1 The parties shall be liable towards each other pursuant to the general rules of Danish law including the restrictions or additions specified in these General Terms of Sale of Delivery.
- 14.2 Visiolink is entitled to damages for any loss resulting directly from the Customer's delay or other circumstances on the part of the Customer where the Customer has acted negligently.
- 14.3 Unless otherwise agreed in writing in connection with the specific task, Visiolink shall not be liable for any consequential financial loss, loss on operations, loss of savings, loss of profits, loss of goodwill, loss of image, loss of data and software or costs for restoration of data and

software, indirect losses, loss of earnings and other consequential damages on the part of the Customer in case of delay or errors and defects of the work. This limitation shall, however, not apply, if Visiolink has acted grossly negligently.

14.4 Visiolink's liability to pay damages to the Customer is always limited to an amount corresponding to the payment for the task, however, with a maximum of EUR 6,750 per customer for claims raised by the Customer in one calendar year and the following calendar year.

14.5 Visiolink shall not be liable for any services delivered by subcontractors, which are delivered directly by the subcontractor to the Customer outside of Visiolink's contractual relations with the Customer.

14.6 Furthermore, Visiolink is not liable for losses caused by breakdown of Internet connections or in case any Internet connections or carrying lines are not present.

15. Rights

15.1 The Customer only acquires a right of use as regards the delivery. All rights, including tangible rights and intellectual property rights for the technical design, software, programming, algorithms etc. of the delivery belong to Visiolink and the Customer shall only acquire a non-exclusive and non-transferable right to use the agreed service during the term of the agreement. This furthermore applies if Visiolink in the customer relationship, together with the Customer or at the request of the Customer, develops or further develops a technical design, software, programming, algorithm or similar, unless otherwise specifically agreed in writing.

15.2 The Customer does not become the holder of copyright to any source code in the delivery or the methods developed by Visiolink in connection with the delivery.

15.3 All intellectual property rights and any know-how of results, products or solutions etc., which appear as a result of Visiolink's delivery of services, shall belong to Visiolink. Visiolink is furthermore the owner of all intellectual property rights to the software used, including the source code. No intellectual property rights are assigned to the Customer.

15.4 All intellectual property rights, including copyright, trademarks and all other rights to the website www.visiolink.com or related sites, belong to Visiolink. Any material made available on these websites may only be downloaded for non-commercial personal use, provided that all of these rights are observed.

15.5 The content on the website www.visiolink.com and related sites belonging to Visiolink, including text, images, sound and video, cannot be used in any way, including copying, uploading, transmission or distribution for public or commercial use without prior written consent from Visiolink.

16. Confidentiality and marketing

16.1 Visiolink undertakes not to pass on confidential information to third parties in connection with the performance of deliveries and the cooperation in general.

16.2 However, Visiolink is entitled to specify in its marketing materials and on its website that Visiolink has solved tasks for the Customer, including a short case story and use of the Customer's logo. Such marketing must be loyal to the Customer and observe the confidentiality obligation. Use of case stories has to be accepted in writing by the Customer.

16.3 Visiolink is entitled to affix the text "Powered by Visiolink" to any delivery to the Customer and to link from this text to www.visiolink.com or any other Visiolink website.

17. Personal data

17.1 If Visiolink in connection with its performance of tasks for the Customer needs to work with the Customer's or a third party's personally identifiable data, the Customer must notify Visiolink thereof and the parties must enter into a separate data processing agreement.

18. Force majeure etc.

18.1 Visiolink and the Customer shall not be liable towards each other for circumstances that occur after conclusion of the Agreement which prevent or postpone the parties' fulfilment of the Agreement. Such circumstances may, among others, be: War, mobilisation, riots and

disturbances, acts of terror, acts of God, strikes and lockouts, cable failure, lack of goods, defects or delays in deliveries from subcontractors due to force majeure, fire, lack of transport possibilities, exchange rate restrictions, import and export restrictions, death, illness or computer viruses, hacking, DOS or DDoS attacks, spam, subcontractors bankruptcy or other uncommon load on Visiolink's or the Customer's systems or software, orders from public authorities and rights owners or other circumstances outside the direct control of Visiolink or the Customer.

18.2 If one or several of the above-mentioned circumstances occur, Visiolink may, at its own option, postpone the delivery or cancel the Agreement in total or in part without incurring any liability.

18.3 If the circumstances specified in clause 18.1 persist for more than thirty (30) days, either party may terminate the Agreement with immediate effect.

19. Assignment

19.1 The Customer is not entitled to assign its obligations or rights pursuant to the Agreement to a third party without prior written acceptance from Visiolink.

Visiolink must, however, provide written consent to the assignment of rights and obligations, if such assignment is part of the sale of the Customer's business or internal restructuring, and the transferor or the receiving company provides adequate security for the fulfilment of the contract until the time when Customer upon termination of the Agreement would be entitled to terminate the Agreement.

19.2 Visiolink is, without any restrictions, entitled to assign its rights and obligations pursuant to the Agreement to a third party.

20. About Visiolink ApS

20.1 Visiolink's contact information is as follows:

Visiolink ApS
Central Business Registration No. (CVR) 27665314

Bjørnholms Allé 20
DK - 8260 Viby J
Denmark
Phone + 45 70 23 35 44
Email: info@visiolink.com

21. Disputes and choice of law

- 21.1 Any dispute arising out of or in connection with the agreement between the parties shall be settled, at Visiolink's option, by the Danish courts of law or by arbitration in accordance with the rules of law applying to arbitration in Denmark. An arbitration tribunal shall be seated in Aarhus, Denmark.
- 21.2 All questions of law arising in relation to the Agreement and any underlying deliveries must be determined according to Danish law.