General Terms, Version 7.3

DEFINITIONS

The Agreement: Agreement concluded between TrueCommerce and the Client of which these General Terms are an integral part.

The User: One or more employees of the Client who have been assigned access to the Managed Service by the Client.

Intellectual Property Rights: Any intellectual right, including but not limited to patents, utility models, trademarks, design rights, copyright, goodwill, rights in databases or know-how, in any country as well as applications regarding any of the aforementioned.

The Client: The legal entity concluding the Agreement with TrueCommerce.

Managed Service: TrueCommerce's managed online service for electronic document interchange (EDI), operated, maintained, and monitored by TrueCommerce.

Support Programme: Third-party software which is made available by TrueCommerce without separate compensation and installed at the Client's location and which alone is intended to assist in the delivery of Managed Service.

Party or Parties: The Client and/or TrueCommerce, depending on context.

TrueCommerce: TrueCommerce Denmark ApS, Banevænget 13.2, DK-3460 Birkerød.

Deliverables or TrueCommerce Deliverables: The agreed deliverables and services pursuant to the Agreement other than Managed Service.

1 PRICES, INVOICING, PAYMENT, AND PRICE CHANGES

1.1. Prices
Prices for the provision of the agreed Deliverables are stated in the Agreement.

All prices are in Danish Kroner (DKK).

Value added tax and/or other public taxes collectable by TrueCommerce, shall be invoiced to the Client over and above current prices.

1.2. Invoicing
Licenses, one-off fees, subscriptions, and permanent traffic as well as pre-paid consultancy shall be invoiced on signature of the Agreement.

Subscriptions and permanent traffic shall be invoiced in advance. Variable consumption shall be invoiced in arrears.

Consultancy services shall be invoiced monthly in arrears on the basis of time consumed unless otherwise agreed in writing.

Support for which the Client must pay shall be invoiced in minimum units of 1 hour using the agreed hourly rate.

Consultancy services shall be provided either by TrueCommerce employees or subcontractors. The work shall be primarily carried out at TrueCommerce or at the Client's location where agreed. Consultancy services are supplied between 08:30 and 16:30, Monday-Thursday, and between 08:30 and 16:00 on Fridays. Any work performed outside of these hours requires separate agreement and compensation.

Documented travel and subsistence costs outside the capital region in relation to the delivery of consultancy services shall be invoiced separately to the Client.
Travelling time used by TrueCommerce consultants between TrueCommerce and the Client's location shall be invoiced to the Client at 50% of the hourly rate agreed between the Parties.

1.3. Payment
Payment terms are 30 days from invoice date.

If the Client wishes to be billed via invoices forwarded via regular post or via email in PDF format, TrueCommerce shall be entitled to charge an invoicing fee per invoice. The fee is currently DKK 35 +VAT, but is subject to change with 30 days' notice.

If billing is done via Direct Debit (Betalingsservice), TrueCommerce shall be entitled to charge an invoicing fee per invoice. The fee is currently DKK 8 +VAT, but is subject to change with 30 days' notice.

Any payment transfer fees and similar costs shall be paid by the Client.

Payment after the due date may result in late charges pursuant to relevant legislation. TrueCommerce shall also be entitled to levy an administration fee for the reminder and interest invoice.

1.4. Suspension of Deliverables
In case of delayed or partial payment of TrueCommerce invoices, and following written notification to the Client with a term for payment of at least 10 business days, TrueCommerce shall be entitled to suspend the Client's access to Managed Service until payment in full has been received and this shall not affect any other TrueCommerce rights as indicated in these general terms.

1.5. Price Adjustments
TrueCommerce may adjust its prices in accordance with the net price index without notice. Information on the last adjustment may be obtained from TrueCommerce upon request.

1.6. Public taxes and levies
The Client shall pay for, handle the administration of, and shall be liable for all public taxes and levies incumbent on the Client when using Managed Service, including taxes and levies related to trading and other transactions. If such taxes or levies should be billed to and paid by TrueCommerce, TrueCommerce shall be entitled to request immediate reimbursement of the sum paid on behalf of the Party liable for the tax or levy.

2 CONDITIONS FOR SUPPLY BY TRUECOMMERCE
2.1. The Client's obligations in relation to access to Managed Service
The Client is responsible for the timely acquisition of information, communications lines, and other equipment required for the Client being able to connect with TrueCommerce with respect to the schedules determined.

2.2. Legislation and regulation
TrueCommerce guarantees that Managed Services do not violate the intellectual rights of any third party.

The Client guarantees that the Client's use of Managed Service does not violate the intellectual rights of any third party and that the Client uses Managed Service for legal commercial purposes. Each Party shall indemnify the other Party against any claims which may arise as the result of a breach of the aforementioned guarantees.

In case of serious suspicion of the Client's use of TrueCommerce deliverables being illegal or in breach of the intellectual rights of a third party, TrueCommerce may immediately suspend the Client's access to Managed Service. TrueCommerce shall inform the Client of this without undue delay.

2.3. Data Quality
The Client shall ensure as far as possible that data originating from the Client are valid and up-to-date. The Client is responsible for generating test data.

2.4. The User
The Client is solely responsible for the use of the Client's log-in information, including use resulting in deliverables for which TrueCommerce can raise an invoice.

3 SECURITY AT TRUECOMMERCE AND THE CLIENT
3.1. Security measures that must be complied with by users with access to Managed Service
In order to gain access to Managed Service, users must utilise individual user-ID and password. The Client is responsible for compliance with the Client's password policy and that access to Managed Service is managed under secure conditions.

3.1.1. Passwords
- The first password for a User shall be assigned by TrueCommerce and must be replaced immediately with a password selected by the User.

- If the User has forgotten their password and needs a new one, they must contact the TrueCommerce Service Desk. A new password shall be sent to an email address provided by the Client.

3.2. TrueCommerce Security Measures
https://www.truecommerce.com/dk-da/contact/new-tandcs-it-security-page contains a description of the technical security measures utilised by TrueCommerce to protect Managed Service against unwanted access and to ensure secure transmission of the Client's data.

4 CONNECTING TO TRUECOMMERCE VIA A THIRD PARTY
4.1. Liability Related to Indirect Connection
The Client's business partners' connection to Managed Service may be performed indirectly via another provider. TrueCommerce accepts no liability for the part of the data transmission processed by the other provider.

4.2. Liability Related to External Information and Service Providers
For Deliverables with a communication connection established via TrueCommerce between the Client and an external information and service provider, TrueCommerce shall be liable relative to the Client from the point where TrueCommerce receives the data supply and until it has been forwarded.

5 OBLIGATION OF SECRECY
Each of the Parties and their employees shall keep secret any information that they may come into possession of regarding the other Party or regarding any third party and provided secrecy is required pursuant to legislation or the nature of the matter or it has been imposed by the other Party.

The Parties may, however, disclose such information regarding confidential issues if mandated by legislation or regulation.

TrueCommerce may also disclose confidential information regarding the Client to TrueCommerce subsidiaries, associated companies, subcontractors, and advisors if necessary for the execution of the Agreement. In such instances, TrueCommerce must require a similar obligation of secrecy for the recipient as pursuant to this clause.

This obligation of secrecy shall endure after the termination of the collaboration between the Parties.

6 TRANSFER
The rights and obligations of the Agreement may not be transferred to a third party without the written consent of the other Party unless such transfer takes place in the form of a company transfer in which all or substantial elements of the assets and liabilities of the Party are transferred. TrueCommerce may, however, irrespective of the above, freely transfer their rights and obligations pursuant to the Agreement to TrueCommerce subsidiaries or associated companies.

7 COMPLAINTS, BREACH, AND LIABILITY

7.1. Complaints
In case either Party should wish to claim a breach of the Agreement between the Parties, the Party in question must immediately submit a written justified notification to the other Party regarding the breach.

7.2. Breach
In case of material breach, the Party not in breach can terminate the Agreement with immediate effect, provided that the Party not in breach has notified the Party in breach that they have at least 10 business days to remediate the material breach and remediation has not been executed prior to the deadline.

7.3. Liability
With the application of the limitations below, a Party shall be liable for payment of compensation pursuant to Danish legislation in respect of compensation for losses arising as a result of actions or omissions by the Party in question or by parties for whom the Party is liable.

TrueCommerce shall not be liable for losses due to changes in parts of the Client's IT environment which has an effect on Managed Service or the ability of TrueCommerce to supply the agreed Managed Services.

TrueCommerce shall not be liable for losses arising from interruptions, disturbances, or changes to public networks, the supply network and/or services connected to measures considered necessary for reasons to do with technology, maintenance, or operations, or which are mandated by authorities, unless TrueCommerce has omitted to limit such inconveniences.

A Party shall not be liable for indirect losses arising with the other Party, including but not limited to loss of earnings, production losses, lost savings, lost time, and claims from third parties.

Losses arising from data security breaches, security breaches, or confidentiality breaches shall not be considered indirect losses.

TrueCommerce shall not be liable for losses arising as the result of changes to the content of the data received and/or sent by the Client caused by transmission errors.

TrueCommerce shall not be liable for losses due to un-requested or unwanted transmission of data to or from the Client.

TrueCommerce shall not be liable for losses arising as a result of unauthorised access to the Client's data during transmission unless TrueCommerce alone is responsible for the access.

Irrespective of the cause of the damage/loss - with the exception of losses due to intent/gross negligence - a Party's liability to pay compensation cannot, during the preliminary stage of this Agreement and any subsequent stage, exceed a sum corresponding to the Client's net payments to TrueCommerce for the previous 24 months prior to the event causing the claim for compensation, or DKK 1,000,000, whichever sum is the lower.
The aforementioned liability ceiling shall not be in force in case of personal injury, data security breaches, security breaches, or confidentiality breaches.

8 INTELLECTUAL RIGHTS
All intellectual rights related to Managed Service are the property of TrueCommerce.
In exchange for payment for the agreed Deliverables, the Client shall receive a non-exclusive right of use of the Managed Service pursuant to the adjustment of same as per this Agreement.
The Client shall receive a non-exclusive right to use the support programmes. The support programmes may be installed in the number of instances required by the Client.

9 PROCESSING OF PERSONAL DATA
If, as part of the delivery of Deliverables to the Client, TrueCommerce is to process personal data beyond a negligible scope or the processing involves certain types of personal data pursuant to Article 9 of Regulation 2016/679 ("the Regulation"), the Parties shall conclude a separate data processor agreement.
If the Parties do not conclude a separate data processor agreement, the following data processor agreement shall be in force:
Both Parties must perform on-going, suitable technical and organisational measures complying with the requirements of the Regulation for the protection of the rights of the registered individuals.
TrueCommerce must comply with the requirements of Article 28 of the Regulation, including to provide the Client with the assistance mentioned in Article 28 against payment of the standard hourly rate and making information and necessary documentation available to the Client in order that the Client may monitor that TrueCommerce complies with the requirements in Article 28, to include enabling and contributing to auditing.
TrueCommerce shall, at their own cost and risk, be able to use subcontractors for the processing of the Client's personal data, provided that TrueCommerce will notify the Client at least 30 days prior to any intended change of subcontractors or use of a new subcontractor to ensure that the Client has time to object against the intended change.
TrueCommerce shall ensure that all subcontractors comply with the requirements in Article 28 of the Regulation and the requirements in this section.
TrueCommerce may not, without the Client's advance written permission transfer the Client's personal data to countries outside the EU/EEA.
Processing of the Client's personal data shall be executed in compliance with the Client's documented instructions. The documented instructions shall consist partially of the agreement between the Parties, in order to execute the processing required for TrueCommerce performing pursuant to agreements concluded with the Client, and partially of the separate instructions which the Client may supply to TrueCommerce. TrueCommerce shall,

however, be allowed to process personal data in any form necessary in order to deliver the agreed Managed Services, without any further instructions from the Client.

If the Client supplies TrueCommerce with no other instructions, TrueCommerce shall be entitled and obligated to deleting the Client's personal data no later than three months after the final termination of the business relation between the Parties.

In case of changes to the categories of personal data or registered individual processed by TrueCommerce on behalf of the Client, the Client must notify TrueCommerce without delay.

10 FORCE MAJEURE

A Party shall not be considered to be liable relative to the other Party in relation to circumstances outside the control of the Party (with the exception of payment of fees), including war and mobilisation, natural disasters, strikes, lock-out, fire, extreme weather conditions, electricity supply or telecommunications network interruption, delayed or incomplete deliveries from subcontractors, damage to production installations, cyber-attacks, and those which the Party should have not taken into consideration and also could not have avoided or overcome with the use of reasonable measures. Circumstances relating to a subcontractor shall only be considered force majeure if the subcontractor is subject to an obstacle covered by this clause, first paragraph, and which the subcontractor should have not avoided or defeated with the use of reasonable measures.

If the Parties are prevented from fulfilling the Agreement as the result of force majeure, the Agreement shall be suspended on behalf of the affected Party for the duration of the circumstance. If the preventive circumstance endures for more than three months, the Agreement can be terminated by either Party with 14 days' written notice without either Party being able to claim compensation against the other.

11 VARIOUS TERMS

11.1. Validity

If a term in the Agreement with TrueCommerce should be invalid, illegal, or without legal force, the term shall be changed or amended as far as possible pursuant to relevant legislation in order that the clause and thereby the Agreement reflects its original intention.

11.2. Waiver

Any specific acceptance of a circumstance and any specific waiver of a right from either Party shall not have effect beyond the specific context. Any omission or delay by either Party in the execution of any right, competence, or legal measure shall therefore not be seen as a waiver of same.

11.3. Changes

All changes to these General Terms shall be made in writing.

Changes to these General Terms must be notified by TrueCommerce three months in advance. If the Client is unable to accept the notified changes, the Client may terminate the Agreement with 60 days' notice. The termination shall not come into effect if TrueCommerce advises the Client of the cancellation of the notified changes no later than 30 days after receiving the notice of termination from the Client.

11.4. Circumstances surrounding the termination of the Agreement

On termination of the Agreement - irrespective of reason - the Client shall pay any invoices from TrueCommerce which have been issued for or are related to Deliverables ordered by or delivered to the Client prior to the time of termination. In case of termination of the Agreement, TrueCommerce shall not refund any prepayments made by the Client to TrueCommerce pursuant to the Agreement which fully or partially cover the period after the time of termination.

On termination of the Agreement, irrespective of reason, TrueCommerce shall, no later than 30 days after written request from the Client, provide a copy of information and data belonging to the Client or to which the Client has the right of use after the termination of the Agreement.

TrueCommerce shall be entitled to compensation for this equal to the actual costs related to the copying and suppling of information and data.
TrueCommerce shall, no later than 30 days after written request from the Client, notify the Client of the scope of the fee.

11.5 Agreement Duration

The Agreement shall come into force on the date on which both Parties have signed the Agreement. Unless otherwise indicated in the Agreement, the Agreement shall endure until it is terminated by either Party with three months' written notice to the end of a calendar year, with the caveat that the earliest time that a termination can come into effect shall be 12 months after the Agreement has come into effect.

12 CHOICE OF LAW AND COURT

With the exception of debt recovery cases, any dispute between the Parties regarding this Agreement shall be settled pursuant to Danish legislation in accordance with "Rules of Arbitration Procedure" from Copenhagen Arbitration (Det Danske Voldgiftsinstitut). Each Party shall appoint an arbitrator and the chairman of the arbitration court shall be appointed by Copenhagen Arbitration. If a Party has not appointed an arbitrator after submitting or receiving notification of arbitration procedures within 30 days, Copenhagen Arbitration shall appoint this arbitrator in accordance with the aforementioned procedures. The arbitration court decision shall be final.