Standard Terms

Including further terms for hosted solutions
and
General terms and conditions for connectivity

PROCOPA IT

SUPPORT • DRIFT • HOSTING • OUTSOURCING

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1 General Information

Procopa IT offers a wide range of services and maintenance of servers, hardware and software with the following terms:

2 Voting

These terms are voted when they have been enclosed with a proposition, order agreement or service agreement from Procopa IT, when the client has accepted the proposition or if the terms are accepted otherwise by the client. If anything else is listed in the proposition, order agreement, service agreement or is agreed on afterwards it prevails these terms.

3 Information about the Client

The client is bound to communicate in writing to Procopa IT about any later alterations of the client' name, address, person of contact and the like. Procopa IT is not responsible for delays due to the client not communicating any alterations to Procopa IT and messages from Procopa IT, and therefore does not reach the client due to the lack of communication from the client about alterations of the client's name, address and the like. If the client as a result of this does not pay in time, it does not exempt the client from paying the late fee and interest.

4 The Services of Procopa IT

Hardware and software that Procopa IT are going to deliver to the client is enrolled in the proposition. Unless anything else expressly is written in the proposition, the provisioning and instillation at the client are not included in the services of Procopa IT. The number of consultant hours in the proposition is estimated unless anything else is expressly stated.

5 Obligations

Procopa IT is at any time obligated to fulfill the agreed upon services according good IT customs.
The client is obligated to contribute the necessary resources for Procopa IT to meet the agreements.
The client has to provide the following for Procopa IT can solve the accepted assignment at the clients:

• Electricity
• Access to the internet
• Workplace
• Complete backup before the employees of Procopa IT gets access to the IT systems of the client
• A virus free and malware free IT environment
• All necessary licenses
• Physical access to the facilities of the client
• Necessary documentation of the structure of the IT environment of the client

6 Telephone Hours and Support

Procopa IT has regular telephone hours all weekdays from 08:00 to 17:00.

All inquiries which does not regard subjects that Procopa IT is responsible for Procopa IT bills the client by Procopa IT usual hourly rate.

Procopa IT can refer the receipt and reply of support questions to e-mail, FAQ or electronic helpdesk.

7 Price and Payment Terms

The price for Procopa IT´ services consists of a monthly basic amount and payment for the extra acquisitions the client made.

Is the hourly fee is not agreed upon, Procopa IT will charge the usual hourly rate on the time of delivery.

In addition to the agreed price Procopa IT is justified to charge for:
a) Software and hardware updates that are necessary to solve the task and unknown to Procopa IT.
b) Work that is performed outside of regular office hours, which is the weekends, public holiday and regular workdays after regular office hours at 8.00 – 17.00.
After 17.00 and before 20.00 on all workdays the client pays an extra fee of 50% compared to the agreed hourly price.

Between 20.00 – 08.00 on all workdays the client pays an extra fee of 100% compared to the agreed hourly price. If Procopa IT has to perform the service on public holidays or in the weekends the client pays an extra fee of 100% compared to the agreed hourly price.
c) Driving to and from the client is charges 5 kr. Pr. Km.
d) Accompaniments that is necessary for the solution of the assignment and which the client is not in position of
e) Expenses for the client

Services delivered from Procopa IT which are not included in the agreement or the agreed level of service, Procopa IT charges the client according to the anytime applicable hourly prices and other rates.

Procopa IT hold the right to charge the client weekly. The payment conditions are 8 days net.
If the client does not pay in time, Procopa IT will ascribe interests from the due date of the invoice.
The interest is calculated from the payment date with 2% per initiated month.
The interest invoice is printed once a month. In supplement Procopa IT can claim payment of late fees, collection fees and other expenses. The late fee is kr. 250,00.

8 Documentation and Instructions

Procopa IT only prepares documentation for performed services if it is contained in the proposition. Procopa IT provides instructions in updates and newly purchased hard- and software, if it is contained in the proposition.

9 Delivery and Time of Delivery

If the place of delivery is not agreed upon, the delivery will happen as follows:
Hard- and software is delivered at the client's. Procopa IT decides where the services of the consultant is delivered.
If the time of delivery is not agreed upon any part can, at a warning of 7 weekdays, ask / demand delivery.
Delivery is at latest at the time where Procopa IT per e-mail notice the client that the assignment is solved and that the delivered hard- and software works as ordered by the client. For consultancy tasks the delivery has happened at the time the task is solved.

10 Delay and Postponement

Is the delay caused by circumstances by Procopa IT the client is solemnly justified to get a postponement of the payment to Procopa IT equivalent to the duration of the delay.

Is the delay caused by circumstances by the client Procopa IT has the right to demand additional payment for the disadvantages the delay causes Procopa IT. Procopa IT is also entitled to postpone the delivery until Procopa IT got the necessary time to solve the agreed task. Alternatively, Procopa IT can terminate the agreement and claim compensation.

11 Warranty, Complaint and Responsibility

Procopa IT only provides warranty on an assignment if it expressly is stated in the proposition.
Is the producer of the hardware providing warranty on the hardware to Procopa IT, Procopa IT will transfer the warranty to the client on the terms of the supplier.
If the client wants to make the warranty applicable, the client has to contact the supplier, unless the client at usual hourly payment asks Procopa IT to do it. When Procopa IT has noticed the client about a delivery been finished, the client has to examine the delivery and make sure that it is as agreed. If the client does not agree that the delivery is as agreed the client immediately has to notice Procopa IT about it.
Notification of defects has got to be notices to Procopa IT at the latest a week after the delivery. At reporting of deficiencies, the client has to as accurately as possible give a detailed written description of the problem.
Procopa IT begins the rectification of deficiencies within a reasonable time after the receipt of a adequate complaint from the client. At inadequate service Procopa IT can choose among – within reasonable term
   a) To correct the inadequate service or
   b) To redeliver
   c) To grant proportionately refusal in the price of the inadequate service

12 For Hosted Solutions Further Terms are Applied

12.1   Technical solution of the client

If there is not agreed upon a special technical solution for the client, Procopa IT delivers a standard technical solution, which is capable of hosting and run the applications and domains the client has stated at the conclusion of the agreement and that appears from an invoice or order confirmation from Procopa IT.

Does Procopa IT have prepared a special technical solution, which has been accepted by the client, Procopa IT delivers the, in the technical solution mentioned, services on the, in the technical solution mentioned, terms. Moreover, these terms apply.

Unless anything else expressly is stated in the technical solution Procopa IT owns all hardware units and server licenses, which are used to deliver the solution.

In the technical solution includes hardware and operating system as standards. The operating system is the software used to control the hardware.

12.2   Commissioning and testing period

Establishment and commissioning of the technical solution is launched when the client has payed the first invoice.

The first 30 days after the client gets access / prompt to the technical solution is a testing period. In the testing period the uptime and up response warranties does not apply.

In the testing period both parts control the technical solution for hardware errors and obstacles to fulfill the agreed service- and quality goals, if such are agreed upon.

The testing period end after the 30 days, if there have not been any unclarified circumstances in the testing period, which

- Directly prevents the client's use of the technical solution,
- Compromises the safety standards or
- Makes the agreed service goals and quality goals impossible.

If necessary the testing periods is prolonged with 7 weekdays intervals, until there is not any more unclarified circumstances and the client has normal use of the technical solution.

12.3   Service level

The client is entitled to the service level, which separately has been agreed with the client (Service agreement), including support, uptime and response time. Is there not a service level, the client is entitled to the standard service level of Procopa IT, which is stated in these terms.

12.4   Guarantee of uptime

Procopa IT guarantees that Procopa IT internal network and infrastructure is up and in operation 99,5 % of the time measured on an ongoing period of 24 hours – 7 days a week one calendar month at a time.

Procopa IT guarantees that Procopa IT begins error correction on the client's servers according to the at any time applicable standard SLA.
Unless anything else is agreed (Service agreement) Procopa IT do not conduct error correction on the client's server.

In the stated availability the consumed time to preventive maintenance and updating is deducted.

Maintenance and updating is preferably conducted on weekdays outside regular working hours, 17.00 – 08.00.

If Procopa IT exceptionally has to conduct maintenance or updating within regular working hours, the client is noticed per e-mail at least 5 workdays in advance, unless it is an acute situation, where the notice will be as much in advance as possible in the specific situation.

In the stated availability crashes and lack of availability on the communication lines to the system of Procopa IT is also deducted, unless the crash is caused solemnly by circumstances of Procopa IT.

12.5 Applications of the client (software)

The client operates the applications by himself unless anything else I stated in the Service agreements of Procopa IT.

The client' applications includes applications/homepages, which are run by the technical solution and are for the client's or the client's users / customers and necessary aid applications.

Procopa IT is not responsible for updating and maintenance of the client's applications, unless Procopa IT expressively has assumed such responsibility, fully or partially.

The client warrants before Procopa IT that the client has all the necessary licenses for the client's own applications, which at any time is on the hardware that is included in the technical solution.

The client is committed to ongoingly maintain and indemnify Procopa IT for all claims caused by lack of or insufficient licenses.

If Procopa IT demands it, the client has to present a declaration from the producer of the application about how and in what extent the application is optimized to server operation.

The client is solely responsible for all crashes and extra work caused by the client's applications.

The client is also solely responsible for crashes and performance degradation caused by extraordinary traffic to the operating configuration. Extra work for Procopa IT in connection with this is invoiced to the client.

12.6 Traffic

The hosting of Procopa IT does not include settlement of traffic. Procopa IT reserves the right to introduce this with 3 months' notice to the client.

The client is aware of the fact that the servers of the client does not get limited on the bandwidth, so that it is possible, under optimal circumstances, for the server to pull up to switch port or LANcard maximum.

Immediately when a technical solution is put into use by the client, the client is liable for all traffic to and from the server, no matter the purpose, intentionally or unintentionally. The client is not liable for traffic caused by backup routines within the network of Procopa IT.

Procopa IT can shut off the access to the customer's technical solution if used for non-agreed purposes, including for the storage of material that violates the rights or purposes of others for which the technical solution is not approved. Procopa IT can delete illegal material from Procopa IT's own operating environment without notice.

12.7 Insurance

Procopa IT assures solely the network and equipment of Procopa IT. It is the client's own responsibility to assure own data and own equipment both on the client's own address and in the Hosting center of Procopa IT.

12.8 Virus

Procopa IT does NOT scan the client's applications for viruses etc. This service can be bought separately.

12.9 Backup

Procopa IT does NOT take backup of the client's applications or date. This service can be bought separately.

12.10 Rights

Procopa IT does not have the rights to the client's data. All rights to the technical solution – except from the rights to the client's applications – belongs to Procopa IT, whether or not the client has contributed with ideas / inputs / tests etc. to establish the technical solution.

12.11 Processing of personally identifiable information

The client has the responsibility to comply the titles of the "Danish Law of Personal Data - Persondatalov" about application of personally identifiable data, including:

To ensure that the client legally can register personally identifiable data in the configuration.

To ensure the consent of third part to register, if it is necessary.
Within the, by law, provided deadlines to answer inquiries about insight / extradition of registered information.
To ensure that data is maintained and deleted if necessary.

12.12 Data processor

Procopa IT solely occurs as data processor in relations to the client. Procopa IT solely acts after instructions from the client Procopa IT has to make the necessary technical and organizational security measures towards the data of the client accidental or illegally is destroyed, lost or degrades and towards them coming to the knowledge of unauthorized, misused or moreover processed against the Danish Law of Personal Data.

Procopa IT is not responsible for security weaknesses in the client's applications, because Procopa IT does not conduct security checks of these applications.
Procopa IT has to, upon request of the client, give the client sufficient information for the client to ensure that the mentioned technical and organizational security measures are made.

12.13 Extradition of data

When the client is noticed by 5 workdays in writing asked to extradite the data, Procopa IT has to deliver the data of the client. The delivery is by a relevant IT-readable media in a, by the client, chosen data format. The price for the extradition of data constitutes consumed time.

After the termination of the agreement Procopa IT can only after specific agreement with the client store copies of the client's data, except for data on backup.

12.14 Responsibility and limitation of liability

Unless anything else is agreed, the client is solely responsible for any use of the technical solution including the access to the technical solution and the client's applications and the processing of data.

The client is solely responsible for the data, which is stored in the database belonging to the applications, their alterations, possible deletion etc.

Procopa IT is not responsible for lacking access to the technical solution, which is caused by:

The client's IT-environment does not support / makes access possible to the technical solution
Problems with the client's internet access no matter the cause.
General problem with phono communication e.g. Broken cables, too much traffic etc.
Circumstances of such extraordinary circumstances that Procopa IT or the sub supplier cannot control and what, with the conclusion of this agreement, could not be foreseen reasonably or should have foreseen and not could have avoided or overcome.

If nothing else is stated in the agreement Procopa IT is responsible after Danish Law.
By software delivery the responsibility of Procopa IT is limited to the responsibility that the supplier of software has assumed with end customers. By hardware delivery the responsibility of Procopa IT is limited to the responsibility that the supplier of hardware has assumed with end customers.

Procopa IT is not responsible for indirect loss, consequential damages, operational loss, loss of data and expenses to reestablish of those and loss of profit, whether or not it is caused by gross or simple negligence.

Whether or not the above the responsibility of Baes Data cannot under any circumstance exceed DKK 25.000 per year.
Procopa IT assumes product liability according the at any time applicable imperative legislation on this.
Additionally, Procopa IT does not assume any product liability.

12.15 Prices and their regulation

Services that are not expressively stated in these terms /and the description of the technical solution are invoiced and paid for separately.

All prices are specified in Danish Kroners excl. VAT and charges, which is added by invoicing.

Procopa IT is entitled to alter the prices, interests and terms, applicable for the products and services.
The client is entitled to – with 3 months' notice – to be informed about alterations in the prices, interests and terms, applicable for the products and services, delivered to the client.

All ongoing payments for the products and services delivered by Procopa IT is index-regulates once a year.

Procopa IT is entitled to, without notice, regulate the price on products and services, as a result of public taxes and charges and alterations in the prices of the supplier to Procopa IT.

If Procopa IT regulates the prices, the client can terminate the agreement of operation and maintenance of the technical solution with 3 months' notice.

12.16 Communication

Procopa IT can use the client's e-mail for all communication, including service notices, demands and payment reminders and announcements of news and other services which Procopa IT provides.

All inquiries about agreement issues to Procopa IT is to be by e-mail.

12.17 Termination, repealing and end

The agreement of operation, maintenance or hosting of the client's technical solution can by the client be terminated with 3 months' notice til the end of a calendar month, unless anything else is stated in the main document of the agreement.

If the client does not pay a due monthly fee or other amount due to Procopa IT, Procopa IT has the right to close the client's access to the technical solutions / domains. Closing requires that the client has not paid the due amount 10 days after receiving a payment reminder.

Access to the client's technical solution can first be established again, when the client has paid all due amounts, including all expenses.

Procopa IT is – without responsibility – entitled to close the internet access / the technical hosted solution, is Procopa IT has been aware of material on the hardware of the technical solution which conflicts with Danish Law, basic legal principles or against the rights of third part.
Where clear evidence is presented for Procopa IT the access can be closed without notice. In other cases, Procopa IT has to give the client notice of 3 weekdays to get the conditions in order or document to Procopa IT that the client is entitles to host the disputed material.

The technical solution of the clients cannot be used to operate business with pornography / offensive content or gambling.

12.18 Assistance and termination by Procopa IT

At termination, repealing and ending Procopa IT has to at the client' request deliver the following to the client or third part appointed by the client:
a) all of the client's data I a chosen by Procopa IT, recognized – readable – data format.
b) all applications etc. belonging to the client.
c) hardware belonging to the.

Procopa IT has liens. Delivery happens when the client has paid all due amounts to Procopa IT.
Procopa IT has to, on request from the client, provide further assistance in relations to the settlement of this agreement. This assistance Procopa IT settles with the client at the at any time applicable price for assistance of the concerned service. Procopa IT can before the assistance is provided require security for the payment.

12.19 Secrecy

The parts and their personnel, sub suppliers and counselors have to assume unconditional silence in regards to any information about the trade secrets, business concepts, business relations of the other part and other confidential conditions, which comes to their knowledge in connection with the establishment, operation and settlement of this agreement.

Is the client a public authority or subjected to confidentiality, the client's personnel still have to comply the regulations of confidentiality and secrecy.

The secrecy does not include (I) lease with written permit from the protected part, (II) lease which is required by a public authority in accordance with applicable law and (III) lease for use by solution of a conflict between the parts.

The parts can only store, use and communicate the above-mentioned information as part of fulfillment of their obligations with each other.

12.20 Transfer of the agreement

Procopa IT can freely transfer the rights and / or obligations of the agreement to third part without prior written consent from the client. Procopa IT can also apply sub suppliers to fulfill this agreement fully or partially.

The client can solely transfer the access to the technical solution to third part in connection with a real merger.

12.21 Bankruptcy etc.

At the bankruptcy, end or other conditions which can be considered as, the client can demand the data delivered without notice.

12.22 Applicable law and disputes

The agreement of the parts is subjected to Danish Law and where nothing else is stated Danish law general rules is applicable in the mutual relations.

Disagreements between the parts about the fulfillment of the agreement, including the interpretation or filling of these terms can be submitted before the ordinary courts.

12.23 Data protection

Information about the client will be stores and / or transferred in strict accordance with applicable laws about data protection.

12.24 Force majeure

Procopa IT is entitled to cancel orders of buyers or postpone the effecting of these and is moreover free of responsibility for the lack, inadequate or delayed delivery, which is fully or partially caused conditions, which Procopa IT can be held responsible for, like rebellion, disorder, war, fire, public regulations / injunctions, strikes, lockouts, slowdowns, lack of transportation, supply shortages, lack of telecommunications, illness or delay of or defects with deliveries from supplier, mishaps in production or testing or lack of energy supply.
All competences of the clients are suspended or lapse in such cases. The buyer can neither in case of cancellation nor postponed effecting demand compensation or moreover make demands to Procopa IT.

13 General Sales and Delivery Terms for Connectivity

13.1 Application and validity

These general sales and delivery terms (hereinafter the terms) shall be considered as an integral part of all offers and agreements for the delivery of Procopa IT (hereinafter BD) services, unless expressly departed from by another written agreement between the customer and BD (hereinafter the parties) .
The client's indication of special or general terms in the tender documents, order, acceptance, purchase terms, etc. shall not be considered as a derogation from the terms unless the BD expressly agrees in writing.
The terms supersede all BD's previous sales and delivery terms.

13.2 Appendices and priority

The appendices listed in the appendix to the product conditions are included as an integral part of the product terms and thus of the agreement.
In the event of discrepancies between the content of the product terms, conditions and contents of the appendices, the terms of the product terms and then the terms, unless otherwise specifically agreed, prevail.

13.3 Definitions

Terms defined in the product conditions also apply as defined terms under these conditions.
The definitions given apply, irrespective of the grammatical form the defined terms are used in.
The agreement is the product conditions and terms together.
Working day is Monday to Friday, excluding holidays, Christmas and New Year's Eve and the Constitution.
The terms mean these general terms and conditions of sale and delivery.
Day means calendar day.
Establishment fee is the payment to establish the services as specified in the product terms.
Part means the client or BD.
The product conditions are the specific product conditions and associated attachments that apply to the specific services.
Service charge means the payment for the services stated in the product terms.
The services are the agreed benefits stated in the product terms.

13.4 Services

BD must deliver the agreed services.
The delivery of the services is conditional upon the client fulfilling his obligations under the agreement. BD is not responsible for any defects in the services that are caused by liability for which the client is responsible.
Unless otherwise expressly agreed, any indication of delivery times is an expression of expected delivery time, which BD will try to fulfill without delay, however, constitutes a breach of the agreement.

13.5 Amendments of services

Both parties can make a request for changes to the services in accordance with the guidelines below.
Until a change is accepted by both parties, BD, unless otherwise agreed in writing, shall continue to fulfill its obligations under the agreement as if the request for amendment has not been submitted.
Neither party is bound by a change request until the requested change is accepted by both parties.
Changes due to legal requirements must always be accepted. The implementation of changes does not otherwise change the terms of the agreement, unless expressly agreed in writing between the parties.
All amendments and acceptance thereof must be in writing.

Client requests
The client may, through a written amendment request, request that BD make a change of one or more of the services and delivery thereof.
The BD must actively deny the request for amendment or actively estimate the expected costs associated with preparing a solution proposal within 10 working days of receiving the customer's request for amendment. The estimates in question must be based on the estimated time and BD hourly rates stated in the product conditions.
The estimate is sent to the customer's approval. If the subsequent draft proposal is accepted, BD's fee - if any - will be canceled for the preparation of the solution.
Upon receipt of the client's approval of the estimate, BD must initiate work on the solution proposal and submit the solution proposal to the customer within a reasonable period of time. The solution should include contain a detailed description of the solution, price of the solution and other consequences. The solution proposal must form the basis for the parties' decision to accept an amendment request.
BD is entitled but not obliged to comply with a change request from the client. If BD in the solution suggests that

the change cannot be completed due to technical, functional or other reasons, BD may refuse to comply with the request for amendment.

If a solution proposal is not accepted by the customer, or BD according to point 5.7.4 demonstrates that the amendment cannot be implemented, BD may charge a reasonable fee covering the preparation of the proposal. The fee shall be calculated on the basis of the time consumed and the hourly rates stated in the product conditions.

BDs requests

If BD wishes to make changes to the services or delivery thereof, BD must submit a written request for change to the customer. The amendment request must contain a detailed description of the proposed change, including possible consequences.

Without unnecessary delay and usually no later than 10 working days after receipt of the request, the client must notify BD whether the request for change can be accepted by the client.

The client accepts all changes which, according to BD's reasonable assessment, are beneficial to the services and their delivery, provided that (i) the client's rights and obligations under the agreement are not adversely affected, (ii) there are no negative consequences for the client in connection with its compliance with applicable legislation and (iii) there is no increase in the establishment fee or annual service charge.

Notwithstanding the foregoing, BD shall be entitled, without a change request to the client, to maintain, optimize, modify, improve, etc. Its infrastructure and delivery of services, provided that such actions (i) do not affect the client's rights and obligations under the Agreement negatively, (ii) does not have any negative consequences for the client in connection with this compliance with applicable law and (iii) does not increase the establishment fee or honest service charge.

13.6   Establishment fee, service charge and hourly rates

Establishment fee, service charge for the services and hourly rates of BD are stated in the product conditions. Notwithstanding this, the prices for the travel time, including driving, must be DKK 5 per km. The price for travel time outside bridged islands in Denmark must be agreed separately.

All prices are stated exclusive of VAT, other taxes, duties, fees or similar.

13.7   Price adjustment and payment terms

The service charge is indexed each year per. January 1st with the increase in the net price index as published by Statistics Denmark per. October 1st of the previous year.

The establishment fee is payable at the time of the agreement's conclusion with 14 days payment deadline.

BD's terms of payment are prepayment of the service charge for the agreed period. The initial payment of the service fee is at the time of the conclusion of the agreement and is intended to cover the period from the date of the agreement to the second month or quarterly payment, depending on the chosen payment rate. The service charge will then be due for payment on the 1st of the month at monthly and quarterly payments each January, April, July and October.

BD bills work after the expiration of months, on the basis of actual time taken according to the hourly rates in BD's general terms of service. The deadline for payment is 14 days. Any driving time is calculated as actual time spent.

For work outside 08.00 - 16.00 on working days, a surcharge of hourly rates of 100% is charged. In case of calls outside 08.00 - 16.00, a call will be charged.

Rewards for travel, stay and consumption are settled at the actual cost of the documents, plus an administrative fee of 10%.

Other costs associated with performing tasks for clients - including material costs and / or other external expenses, use of special software - invoiced separately with a 25% administration fee.

In case of late payment, interest arrears are attributable to the interest rate interest rate laid down in the Interest Act from the due date.

13.8   Obligations of the client

The client is obliged to make payment in accordance with the above point 13.6 and 13.7. Any breach of the customer's payment obligation is deemed to be material.

The client is responsible for compliance with the law applicable to the client's business, including the use of the services.

The client shall ensure that the client's equipment used in connection with the use of the services is CR-labeled in accordance with applicable rules and, in addition, meets the requirements of any applicable law. If the client's equipment causes interference with BD's delivery of the services, the client is obliged to immediately disconnect the interfering equipment and, if necessary, take any other appropriate countermeasures. At the BD's request, the client shall disclose the information about the client's connected equipment, which BD may find necessary to fulfill its obligations to both the client and other clients.

The client shall at all times indemnify BD for expenses, costs and losses caused by the client's failure to fulfill his obligations, including the obligations stated in the product conditions.

13.9   Errors and shortcomings in the services

BD remedies errors and shortcomings of services when BD becomes aware of such.
Request for error can be obtained by contacting BD on phone +4570252425 or helpdesk@procopa.dk.
The client must ensure that BD, for the purpose of debugging and malfunctioning, can immediately access unrelated access to relevant locations. The client is required to contribute to the failure, including the client's own equipment and own installations.
If, in the course of attempted malfunction, the defects are caused by conditions for which the client is responsible, the client shall show BD for the work performed in connection with the detection and malfunction of the defects and defects according to the time consumed and the product terms stated hourly rates.

13.10 Liability and limitation of liability

Subject to the agreement, each party may at any time advertise and make default on the other party in accordance with the general rules of Danish law.
If the client finds that BD does not deliver the Services as agreed, the client shall, without undue delay and no later than 10 working days after the client becomes or ought to become aware of the breach, report in writing to BD and specifically state how the client thinks BD is in breach of the agreement. BD will attempt to resolve the default within 10 working days. The remedy is calculated from receipt of the client's complaint and the specific statement of default. If BD remedies an alleged default, the client cannot exercise breach powers in relation to the alleged breach.
However, the client shall under no circumstances be entitled to claim claims against BD later than 12 months after the inadequate services have been delivered.
BD's liability to the client is limited to the client's direct loss as a result of BD's default. BD is in no case liable for the client's indirect loss, loss of profit, operating loss, customer loss, program loss, consequential loss, loss of data or reinstatement thereof. This applies regardless of whether BD knew or ought to know about the loss.
Furthermore, BD is not liable for loss arising from interruptions, disturbances or changes to the services or delivery thereof deemed necessary for technical, maintenance or operational reasons or imposed by regulatory authorities.
BD's total liability for breach of the agreement amounts to a one-year service charge. If the agreement involves payment of establishment fee, BD's total liability for breach of the agreement is limited to an amount equal to 25% of the establishment fee.

13.11 Product liability

BD accepts product liability in accordance with the Product Liability Act, to the extent that this law cannot be waived by agreement. BD disclaims liability for product damage on any other basis.

13.12 Repeal

In the event of a party's material breach of its obligations under the agreement, the other party is entitled to terminate the agreement.
However, repeal can only take place after the offending party has sent a written notice to the defaulting party invoking the breach and providing a period of 20 working days from receipt of the notice to rectify the default and it is notified that the agreement may be terminated from the expiry of the period if the deadline is not respected. Where, due to the nature of the breach, it is not possible to rectify this, the agreement may be terminated without notice for improvement.
Among other things, there is considered to be material breach in the following cases:
- The client does not meet his payment obligations in time.
- The client interferes with the equipment of BD.
- The client connects his own equipment without having an express agreement with BD in this case.
- BD is disconnected from accessing its own facilities, equipment and installations for the purpose of troubleshooting, operation, maintenance, etc.
- The bankruptcy of a party, if the bankruptcy estate does not, on the basis of written request from the other party, without undue delay, indicate that the estate is a party to the agreement.
- A party's suspension of payments, opening of negotiations on a chord or significantly impaired economic conditions in general, endangering the correct performance of the agreement.
- A party's termination with the business to which the agreement relates or the occurrence of other circumstances that bring the proper performance of the agreement into serious danger.

13.13 Force majeure

A party is not liable for failure to fulfill its obligations if the party can demonstrate that this is due to an obstacle beyond the control of the party and that the party could not be expected at the time of the conclusion or subsequent conclusion of the agreement to have taken the obstacle into consideration or have avoided or overcome it or its consequences.
As force majeure, inter alia, (non-exhaustive) war, civil war, rebellion, public restrictions, import or export ban, or

other public intervention, natural disasters, vandalism, theft, power or power supply failure, communication lines, confiscation of funds, labor disputes, lockout and strike caused by third parties where a larger number of end customers are affected or another similar extraordinary event beyond the reasonable control of the party.
The obligations of the party shall be suspended until such time as the party concerned is again able to fulfill its obligations.

13.14 Sub suppliers

BD may use sub suppliers to fulfill elements of the BD obligations under the agreement. BD is responsible for its sub suppliers' services under the agreement in the same way as for their own affairs.

13.15 Confidentiality

Information received by the parties in connection with the negotiation and execution of the agreement shall be considered confidential and may not be disclosed to third parties without the consent of the issuing party otherwise than provided for in the agreement, or otherwise, to third parties unless the information in question:
• is or becomes publicly available, and this is not due to disclosure of this information in breach of this obligation,
• has been received by a third party legally possessing it and capable of disposing of the information;
• The agreement is intended to be able to and / or be disclosed to third parties or to be disclosed to fulfill the party's obligations under applicable laws and regulations that the party concerned is subject to (including without limitation any applicable stock exchange disclosure obligations) or to fulfillment of a specific court decision on this or,
• be disclosed to the party's accountant, legal advisor or other person who by law or agreement is obliged or undertakes to observe confidentiality.
Each party shall objectively substantiate the violation of the confidentiality obligation referred to in this section.

13.16 Communication

All communications between the parties regarding matters arising from the agreement must be sent by ordinary letter or e-mail, attention to the CEO.
Notifications made under the agreement shall take effect from the date of the communication.

13.17 Transfer of rights and obligations

The client may, in whole or in part, assign its rights and / or obligations under the agreement to third parties with the prior written consent of BD unless this happens in the context of a total transfer of the client's business or parts thereof to a company within the same group to which the client is a part.
BD is entitled, in whole or in part, to assign its rights and / or obligations under the agreement to third parties.

13.18 Changed legislation etc.

In the event that one or more of the provisions of the agreement are declared invalid or otherwise cannot be maintained as a result of mandatory legislation or notified authority requirements, the parties agree that the agreement shall not in its entirety be deemed invalid or terminated and the parties also agree to make such changes to the agreement as may be necessary or appropriate and, as far as possible, do not jeopardize the legal relationship between the parties as expressed in the agreement.

13.19 Alterations of the terms

BD shall be entitled to make no significant changes to the terms, provided that the client is informed in writing, in writing, of changes by separate letter or e-mail within 3 months of the entry into force of the amendments. Any new general terms and conditions of sale and replacement will replace the conditions with effect from the entry into force of the new terms.

13.20 Disputes

All disputes regarding the understanding and fulfillment of the agreement shall be resolved in accordance with Danish law.
The correct venue for any dispute concerning the agreement is Københavns Byret (Copenhagen City Council).