CONCIERGE BOOKING 365

Software as a Service (SaaS)

TERMS AND CONDITIONS OF SALE AND SERVICE



Terms and conditions of sale and service
Software as a Service (SaaS) Agreement

This document sets forth the terms and conditions of sale and service of FISCHER & KERRN hardware, software, products and services.

These general terms and conditions (the "**Agreement**") apply to all use of the "CONCIERGE BOOKING 365" web-based software and mobile applications, associated application programming interfaces, integrations and the administration portal (the "**Platform**") and is a legally binding contract between:

Fischer & Kerrn A/S (a private limited company incorporated under the laws of Denmark and having its registered place of business at Woods Augusthus, Amagerfaelledvej 106, 2300 Copenhagen S, Denmark (hereinafter "Fischer & Kerrn"); and

the corporate entity that has, through its authorised representative, subscribed to use the Platform (by signing or in other ways in writing accepting an order form referencing this Agreement with the Fischer & Kerrn or its authorised re-seller (an "Order Form" or a "PO") "User").

If the User does not agree to this Agreement then it must not use, and shall immediately stop using, the Platform.

1 COMMENCEMENT AND DURATION

This Agreement is effective and legally binding from:

- the effective date of the relevant Order Form; or
- the point in time that the User first uses the Platform,

whichever occurs first (the "**Effective Date**") and shall thereafter continue, unless and until terminated in accordance with the provisions of the relevant Order Form or this Agreement, for the subscription period described in the relevant Order Form (the "**Subscription Period**").

2 DEFINITIONS

"Applicable Data protection Law" means the following data protection law(s): (a) If the Subscriber is established in a member state of the European Economic Area (EEA) or if the Subscriber or User accesses the Service from an EEA member state, the EU Regulation 2016/679, entitled "On the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation or GDPR)", along with any applicable national laws made under it; and (b) any other relevant country specific data protection laws.

"**Customer", "Subscriber" or "User**" means the company, entity, user or person that orders/subscribes for Hardware, Products and/or Services.

"**Data Processing Agreement**" means Fischer & Kerrn standard Data Processing Agreement, required to be accepted by Customer pursuant to Applicable Data protection Law, as further detailed onhttp://www.fischerkerrn.com/legalhub.

"**Data Security Standards**" means Fischer & Kerrn's data security standard as applied from time to time, as further detailed in Clause 14.

"**Fischer & Kerrn**" means Fischer & Kerrn A/S, having its registered offices at Woods Augusthus, Amagerfaelledvej 106, 2300 Copenhagen S, Denmark, Fischer & Kerrn Ltd., United States and Fischer & Kerrn UK Ltd., United Kingdom collectively, and any Fischer & Kerrn designated authorized Partner or Reseller.

"**Technology**" means the Software, applications, API, and all of Fischer & Kerrn's and/or its licensors technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) owned by Fischer & Kerrn and/or its licensors, and/or used in providing the Service, Applications, API, and subsequent updates or upgrades of any of the foregoing.

"**Intellectual Property Rights**" means all rights under patent law, copyright law, trade secret law, trademark law, and any and all other Proprietary Rights.

"**Partner**" means a Partner, Reseller or Integrator.

"**Personal Data**" means any information related to an identified or identifiable natural person (data subject). An identifiable natural person is one who can be directly or indirectly identified, particularly through an identifier such as a name, identification number, location data, online identifier, or one or more factors specific to their physical, physiological, mental, economic, cultural, or social identity.

"**Product**" or "**Platform**" means any hardware product, software and/or service delivered by Fischer & Kerrn.

"**Contract Year**" or "**Subscription Period**" means each successive period of twelve (12) calendar months from the Effective Date.

"**Proprietary Rights**" means Fischer & Kerrn's, Intellectual Property Rights (including name, logo, trademarks, trade names, trade dress, design, look and feel) Fischer & Kerrn's Technology and Documentation, and other proprietary rights.

"**Reseller**" means a Fischer & Kerrn authorized reseller who in its own name manages activities and deliverables during a sales cycle and through whom the Products and/or Services are sold and/or otherwise made accessible to Customer, as Fischer & Kerrn's Product or Service.

"**Order**" means a duly executed order of Products and/or Services by Customer, and such order shall be on these Terms and Conditions and correspond to relevant Quotation.

"**Order Confirmation**" or "**Purchase Agreement**" constitute a **Sale Agreement** between Customer and Fischer & Kerrn upon when Order submitted by Customer is accepted by Fischer & Kerrn on these Terms and Conditions, and until accepted the Sale Agreement shall be of no force or effect whatsoever.

"**Quotation**" means the quotation sent by Fischer & Kerrn (or a Partner) to Customer or a Partner, which Fischer & Kerrn agrees to sell, deliver and supply Products and/or Services to Customer on these Terms and Conditions.

"**Consultancy Services**" or "**Professional Services**" means any chargeable services listed in a Quotation or Agreement.

"**Software**" means any software, software subscription, library, utility, tool, or other computer or program code, whether microcode, firmware, operating systems or applications, in object (binary) or source-code form, as well as related documentation, provided by Fischer & Kerrn to Customer. Software includes software (1) provided by Fischer & Kerrn and locally installed on Hardware or (2) made available by Fischer & Kerrn and accessed by User through the Internet or other remote means (such as websites, portals, and SaaS- or cloud-based solutions).

"**Software Agreement**" or "**EULA**" means the end-user license agreement included in writing with the software packaging or presented to the Customer during installation or use of the Software or otherwise communicated to Customer in writing; or, if no license terms accompany the Software or have been made available in writing or online, the terms posted on https://www.Fischer & Kerrn.com for the relevant Software product shall apply. Fischer & Kerrn will provide a hard copy of the applicable terms upon request.

"Hardware" means any physical computing device, equipment, component, or other tangible technology, including but not limited to room panels, desk panels, sensors, touch displays or other displays or monitors, networking devices, gateways, peripherals and accessories, provided by Fischer & Kerrn to Customer. Hardware includes standalone physical products supplied by Fischer & Kerrn and hardware components integrated into a system or made available by Fischer & Kerrn as part of a bundled solution.

"**Terms and Conditions**" means those terms and conditions, for purchase/subscription and use of Product and/or Services, as amended and as in effect from time to time.

"**Third Party Services**" means any software, services content and materials included in the Products and Services, and any gateways, links or other functionality that may be included in the Services and that allows the Customer to access third party services.

3 SCOPE OF THE AGREEMENT

3.1 If Customer has agreed, either electronically or via a signed Order, Order Confirmation or Purchase Agreement with Fischer & Kerrn, to terms and conditions applicable to sale of Product and/or Services, then these Terms and Conditions shall automatically apply to such sale of Product and/or Services.

3.2 In the event of a contradiction between the Terms and Conditions and any Sale Agreement, the Terms and Conditions shall prevail.

3.3 If no Sale Agreement exist, these Terms and Conditions, including any information made available via an hyperlink herein, shall apply to all Quotations made by Fischer & Kerrn, and shall constitute a Sale Agreement entered into between Fischer & Kerrn and Customer, irrespective of whether Customer accepts these Terms and Conditions by a written acknowledgement, by implication, or by acceptance of Products and/or Services hereunder.

3.4 The Terms and Conditions shall form part of any Order placed by Customer. Any term or condition on any Order or other document submitted by Customer shall be of no force or effect whatsoever. An acceptance by Fischer & Kerrn of an Order sent by Customer shall not be deemed an acceptance of any conflicting or additional terms and conditions. Fischer & Kerrn specifically rejects any different or additional terms and conditions proposed by Customer unless those terms and conditions are mutually agreed in writing.

4 PERMISSIONS AND CONDITIONS OF USE

4.1 **License**: Subject to the User's continuing compliance with this Agreement, Fischer & Kerrn grants the User a non-exclusive and non-transferable right to permit its employees ("Authorised Users") to access and use the Platform during the Subscription Period, solely for the permitted purposes described in this Agreement.

4.2 The Customer acknowledges and agrees that the Software is licensed solely for its internal business use.

4.3 **Permitted Purposes**: The User shall use the Platform in accordance with the conditions of use described in this Agreement and for use in the User's internal business operations and for the limited purposes described in this Agreement only.

Conditions of Use: The User shall not:

- permit anyone to access or use the Platform who is not an Authorised User or subject the Platform to any form of automated or robotic processes;
- submit any material to the Platform unlawfully (including in breach of the Data Protection Legislation) or in facilitation of illegal activity;
- use the Platform in a way that could damage, disable, overburden, impair, or compromise Fischer & Kerrn's systems or security or interfere with other users of the Platform;
- use the Platform to: (a) threaten, harass or cause distress, annoyance, needless anxiety or discomfort to any other person or entity; (b) carry out any unlawful or fraudulent act; (c) upload data which is intended or is likely to deceive; (d) transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation; (e) knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; (f) impersonate a person or entity; (g) engage in activities that may put the ongoing operational and commercial viability of the Platform at risk;
- have any right to copy, adapt, reverse engineer, de-compile, disassemble, modify, adapt or make error corrections to the Platform except, with respect to de-compilation of the Platform only, to the extent expressly permitted by the Copyright, Designs and Patents Act 1988 and with prior written notice to Fischer & Kerrn;
- access the Platform in order to build a platform or service which competes with the Platform or the business of Fischer & Kerrn; or
- Use the Software to provide services to any third party and may not Resell, sublicense, distribute, or otherwise make the Software available to any third party, including but not limited to, its customers, partners, affiliates, resellers, or any other entity that has not directly purchased a valid license from the Licensor; or
- Allow any third party to access or use the Software in any manner that circumvents the requirement for each user or entity to have a validly purchased license.

4.4 Any breach of these restrictions shall be considered a material violation of this Agreement and may result in the immediate termination of the Customer's license without refund, in addition to any other legal remedies available to Fischer & Kerrn.

5 THE PLATFORM

5.1 Fischer & Kerrn makes the Platform available with reasonable competencies and care and shall ensure that the Platform performs (in technical and functional respects) substantially in accordance with the description of each feature of the Platform located on the Fischer & Kerrn website (https://www.fischerkerrn.com) (the "Platform Specification").

5.2 The Platform supports a number of resources and hardware, such as meeting rooms, desks and meeting room panels, as further detailed on the website: www.fischerkerrn.com.

5.3 Specifically, the "Platform" includes:

- Meetings, meeting room booking and management
- Catering, services and management
- Desk booking and management
- Visitor Management
- Room & Desk displays
- Hardware solutions
- Integrations and API's
- Reporting & Analytics
- Administration

5.4 Fischer & Kerrn has sole discretion and control over, and may modify at any time (with or without notice to the User), the functionality, performance, configuration, appearance and content of the Platform (and may reflect this in updates to the Platform Specification) provided that, in each case such modifications do not result in a material reduction to, or loss of, the functionality, performance, transmission speeds, content, latency and/or accuracy of the Platform.

5.5 Fischer & Kerrn shall perform secure back-ups of User Data held in Fischer & Kerrn's own or external systems not less than once in every period of twenty-four (24) hours.

5.6 Fischer & Kerrn does not warrant or represent that the User's use of the Platform shall ensure the User's compliance with applicable laws (including Data Protection Legislation) and the parties agree that all information of a legal nature (including relating to Data Protection Legislation) available: (a) through the Platform; and/or (b) in the online help, FAQs, manuals, and/or questionnaires made available by Fischer & Kerrn are used at the User's own risk, and under no circumstances constitute the provision of legal advice by Fischer & Kerrn.

5.7 The provision of set-up, support, direct training, and other such professional services may be agreed between the parties from time to time in writing (including in an Order Form) and shall be subject to charges and/or fees.

6 ORDERS

6.1 All Orders must quote the Quotation Number provided in Fischer & Kerrn's Quotation or the Order cannot be processed.

6.2 Information contained in a Quotation, or which are given to Customer by Fischer & Kerrn, Partner or Reseller, constitutes an invitation to an order but does not constitute an offer by Fischer & Kerrn to supply Products and/or Services. By placing an Order, Customer makes an offer to Fischer & Kerrn to purchase the Products and/or Services. Orders are placed by issuing a purchase order that references the Fischer & Kerrn Quotation.

6.3 Any Order shall be subject to acceptance by Fischer & Kerrn and Fischer & Kerrn may decline any Order in whole or in part, for any lawful reason whatsoever. If Fischer & Kerrn accepts Customer's Order, Fischer & Kerrn will notify Customer of its acceptance by sending an Order Confirmation.

6.4 A Sale Agreement between Customer and Fischer & Kerrn is formed when Fischer & Kerrn issues the Customer, Partner or Reseller with an Order confirmation or otherwise accepts the Order issued by Customer based on the Quotation and on these Terms and Conditions. The terms of any Product and/or Service documentation referred to in a Quotation or Order confirmation shall be deemed to be incorporated into the Purchase Agreement.

6.5 Whilst Fischer & Kerrn will make every effort to supply Customer with the Products and/or Services listed on the Order Confirmation, there may be occasions where Fischer & Kerrn is unable to supply these Products and/or Services because, for example,

(i) such Products or Services are no longer being manufactured or available,

(ii) Fischer & Kerrn is unable to source relevant components or

(iii) there was a pricing error. In such circumstances Fischer & Kerrn will contact Customer and may suggest alternative Products or Services that Customer might wish to purchase (at the same or different price).

6.6 In the event of a pricing error, Fischer & Kerrn will communicate the correct price to Customer. If Customer does not accept Fischer & Kerrn's proposed substitution or the price modification, then Fischer & Kerrn will cancel the Order and refund any money that Customer may have paid to Fischer & Kerrn in respect of the Order. Repayment of such monies will be the extent of Fischer & Kerrn's liability to Customer if Fischer & Kerrn is unable to deliver the Products and/or Services ordered by Customer. Once Fischer & Kerrn has sent the Order Confirmation to Customer, Customer may not cancel the Order.

7 DELIVERY AND SHIPMENT

7.1 Subject to these Terms and Conditions, Fischer & Kerrn will supply to Customer the Products and/or Services indicated on the Order Confirmation.

7.2 Delivery dates which might be specified in the Order, the Order Confirmation, or in any other communication from Fischer & Kerrn (whether oral or in writing) are estimates only.

7.3 Fischer & Kerrn may make partial shipments of Customer's Orders, to be separately invoiced and paid for when due. Any delay in delivery of any instalment will not relieve the Customer of its obligation to accept the remaining deliveries. Fischer & Kerrn shall not be liable for any failure to ship complete orders or for any shipment delay.

7.4 All hardware deliveries or shipments from Fischer & Kerrn to Customer are shipped as Ex Works in accordance with Incoterms, which means that the Customer shall pay the freight and any other costs. The freight charges and other costs may be quoted before shipment as per the Customer's request.

7.5 The hardware prices do not include shipping charges (freight), any import or local duties, taxes, sales tax, or other VAT.

7.6 Fischer & Kerrn or any hardware partner or supplier, is responsible for delivering the hardware to the designated carrier. Once the hardware is handed over to the carrier, all risk of loss or damage transfers to the Customer.

7.7 The Customer is responsible for arranging transportation to own final location and all related shipping costs, including freight, duties, taxes, and insurance, unless otherwise agreed in writing.

7.8 Fischer & Kerrn will provide necessary export documentation to facilitate shipment.

7.9 By accepting delivery under these terms, the Customer acknowledges and agrees to the Ex Works shipping conditions.

8 HARDWARE

8.1 Fischer & Kerrn agrees to deliver the hardware as specified in the order placed by the Customer. Delivery shall be made to the address provided by the Customer.

8.2 The Customer acknowledges and agrees that all hardware sales are final. Once the hardware has been delivered and accepted by the Customer:

- The hardware cannot be returned for any reason.
- Fischer & Kerrn will not issue refunds for any delivered hardware.

8.3 The Customer is responsible for ensuring the hardware meets their requirements before placing the order.

8.4 Upon delivery, the Customer must inspect the hardware for any visible defects or damage. Any claims for damage during transit must be reported to Fischer & Kerrn within 1 days of receipt. Failure to notify Fischer & Kerrn within this period constitutes acceptance of the hardware in its delivered condition.

8.5 If the hardware is covered by a manufacturer's warranty, the Customer must follow the warranty procedures directly with the manufacturer. Fischer & Kerrn is not responsible for any defects or malfunctions beyond the scope of the warranty.

8.6 Any hardware delivered in addition to the delivery of the Platform and is to be used in connection with the Platform, is delivered with a limited warranty. The specific hardware warranty and the terms for its delivery is detailed on www.fischerkerrn.com/legalhub and is accepted by the Customer upon ordering.

9 RISK AND TITLE

9.1 Unless otherwise notified by Fischer & Kerrn in writing, title to and the right to retake possession of the Products purchased from Fischer & Kerrn shall remain with Fischer & Kerrn until all sums owing to it by Customer in respect of the Products shall have been paid in full. Fischer & Kerrn may, at Customer's expense, retake possession of the Products. For that purpose, Customer grants Fischer & Kerrn, or any party representing or elected by Fischer & Kerrn, an irrevocable license to enter the premises where the Products are situated, and, at Fischer & Kerrn's option in so doing, act in the name of Customer. So long as such title to and rights over Products remains with Fischer & Kerrn, Customer shall keep the Products stored in such a manner which

enables them to be identified as the Products and, wherever required by Fischer & Kerrn, identify the Products to Fischer & Kerrn.

9.2 Risk of loss or damage to all Products hereunder will pass to Customer upon Fischer & Kerrn's delivery of the Products to its carrier.

9.3 Unless otherwise notified by Fischer & Kerrn, the following shall apply. For Products shipped pursuant to Fischer & Kerrn's standard practices, Fischer & Kerrn shall, at Fischer & Kerrn's choice, either issue credits or replace Products lost in transit or returned due to damage in transit, or Fischer & Kerrn shall provide third-party insurance for transit damaged or lost Products with Purchaser named as loss payee. When not shipping Products pursuant to Fischer & Kerrn's standard practices but instead shipping via a carrier selected by Customer, Fischer & Kerrn shall not issue credits or replace Products lost or damaged in transit. Customer shall maintain insurance for the Products after delivery to Customer by carrier until the Products are paid in full to the full replacement value of the Products and shall note Fischer & Kerrn's interest on the policy.

10 ACCEPTANCE

10.1 Unless otherwise agreed in writing all shipments (which for the purpose of this Clause shall be deemed to include the contents of packaged Products as well as the packages themselves and the number of packages) shall be deemed correct and undamaged unless at the time of delivery Customer specifies on Fischer & Kerrn's copy of the delivery documentation the precise shortfall or error in delivery or inform Fischer & Kerrn of such shortfall or error in writing within 14 days after the original delivery date of the given shipment. Customer's failure to inform Fischer & Kerrn in this way shall constitute a waiver of any such claim.

10.2 All communications with Fischer & Kerrn must include the single Quotation Number provided in Fischer & Kerrn's Quotation, and the exact nature of the discrepancy between the order and shipment in number or type of Products shipped.

11 PRICE

11.1 The price and any fee for the Products and Services will be the price or fee indicated in the Sale Agreement.

11.2 Fischer & Kerrn fees for the Products and Services are based on the number of active desk licenses and bookable room licenses. Orders include the maximum number of licenses that the Customer can utilise throughout their subscription period. Please note that no refunds or credits will be provided for unused licenses from the customer's order.

11.3 If additional licenses are needed after the initial order, a co-term purchase order will be required to cover the remaining subscription period, so they are co-termed to the main Product expiry date, to ensure all licenses come up for renewal at the same date.

11.4 Prices do not include value added tax or other local taxes or duties, any import or local duties, taxes, sales tax, or other VAT. Any such tax, if any, due on account of purchase hereunder shall be paid by Customer.

11.5 Prices do not include shipping charges (freight) and insurance.

11.6 Customer, as importer of the Products, shall be responsible for the payment of all copyright levies, recycling fees and other similar duties imposed on the Products (or parts thereof) or their packaging by central or local authorities, collecting societies or other institutions.

11.7 All and any fees, not limited to the Software as a Service subscription, Software license or hardware mentioned in the order or sale agreement, shall be invoiced after delivery to the Customer.

11.8 The professional services, consultancy work or development work delivered to the Customer is invoiced to the Customer on a monthly basis, based on the actual number of hours delivered by Fischer & Kerrn and approved by the Customer.

11.9 Any transport, travel and accommodation expenses will be re-invoiced at cost price, after acceptance from the Customer.

11.10 Fischer & Kerrn shall have the option to change and adjust the fee for the Service or Platform once per year, 12 months after the Effective Date, however only in the event of i) a corresponding increase of fees by Microsoft for the use of the Azure platform and/or ii) in proportion to the fluctuations in the quarterly index for costs published by INSEE, however not exceeding a maximum of five (5) percent on an annual basis and/or (iii) If the Customer's data storage or data load on Microsoft Azure exceeds the limits of what would be considered to be fair usage of the Platform, given that prior to any increase, both parties will mutually agree upon the increase amount. In case the parties do not mutually agree upon the increase, the Platform will terminate.

11.11 Data usage: The subscription to the Platform includes unlimited data usage subject to reasonable use ("fair use"). Fischer & Kerrn reserves the right to raise any abnormally high data usage for discussion with the Customer.

11.12 Data usage shall be deemed abnormally high if it exceeds, by more than 50%, the average data usage among the 50% of Fischer & Kerrn's customers with the highest data usage. In the event of abnormally high data usage, any additional charges shall be agreed separately between the parties.

11.13 Agreed additional charges for excess data usage shall be invoiced separately, either monthly or as part of the next billing period and are subject to the Customer's prior written approval.

12 INVOICING

12.1 The subscription fee, unless otherwise stated in the sale agreement, is invoiced for a 12-month period from the Effective Date.

12.2 In order to avoid an interruption and breakdown of the Platform, Fischer & Kerrn will automatically issue a new invoice 1 month before a new Subscription Period, for a new 12-month subscription period.

12.3 If the Customer have a "no Purchase Order (PO), no payment" policy, then the Customer will have to send the PO number or other relevant information to Fischer & Kerrn, prior to the new Subscription Period or the invoice will be automatically issued without the requested information.

12.4 Should the Customer request a credit of the invoicing due to a late delivery of the required or correct information for the invoicing, Fischer & Kerrn reserve the right to invoice an administration fee equivalent to EUR 50, to be charged to the new invoice.

12.5 For the avoidance of doubt, no amount will be refunded for an invoiced period, even if the agreement is terminated, before a new Subscription Period.

12.6 For the avoidance of doubt, if the Customer do not order the renewal of the Subscription Period in due time, then the Product/Platform will cease to work.

13 PAYMENT

13.1 All invoiced sums shall be paid in full in the currency of the invoice without deduction and in cleared funds. All invoices must be paid within the payment terms agreed with Fischer & Kerrn. Where no credit facility has been granted to Customer or where this has been withdrawn (in Fischer & Kerrn's absolute discretion) payment will be required in full in cleared funds prior to shipment.

13.2 Unless otherwise agreed with the sale agreement, any invoice from Fischer & Kerrn shall be due 30 days after the date of the invoice.

13.3 All payments to Fischer & Kerrn shall be net payment, as the Customer shall pay any and all costs associated with transferring the money to Fischer & Kerrn.

13.4 At Fischer & Kerrn's option, shipments may be made on such credit terms as Fischer & Kerrn decides to extend to Customer at the time an Order is accepted.

13.5 If Fischer & Kerrn has reasonable grounds to believe that Customer will fail to comply with the present payment terms or with the agreed credit terms, Fischer & Kerrn shall be entitled to postpone or to refuse delivery of an Order.

13.6 Customer shall pay interest on all payments not received by due date at the maximum interest allowed by applicable law, and Fischer & Kerrn will also charge administrative fee for each reminder. Fischer & Kerrn will send no more than 2 notices of late payment (payment reminder) to Customer in the following order; the first reminder upon late payment of 7 days from due date and second reminder upon 14 days from due date. Following 20 days from due date and if payment in full has still not been received by Fischer & Kerrn, Fischer & Kerrn shall be entitled to immediately suspend any Service provided to Customer. In addition, should there be a Services suspension; Fischer & Kerrn reserves the right to charge a fee to reinstate the Services.

13.7 If it is revealed that Customer has used any Service beyond the agreed scope, Customer shall remedy such breach within 30 days of written notice from Fischer & Kerrn by paying all applicable fees in accordance with Fischer & Kerrn's then current price lists. Fischer & Kerrn's acceptance of any payment shall be without prejudice to any other rights or remedies it may have under applicable Sale Agreement, these Terms and Conditions or applicable law.

14 DATA PROTECTION AND DATA PRIVACY

14.1 By placing an Order, Customer agrees and understands that Fischer & Kerrn may store, process and use data collected from Customer's Order form or phone/fax/email Order for the purposes of processing the Order. Fischer & Kerrn may also share such data globally within the Fischer & Kerrn group of companies. Fischer & Kerrn shall protect Customer's information in accordance with Fischer & Kerrn's Customer Privacy Policy (https://www.Fischerkerrn.com/privacy-policy).

14.2 To the extent that Fischer & Kerrn's Software or cloud services, operated for or supplied to Customer, will store and process Customer's Personal Data, Fischer & Kerrn shall treat such Personal Data in accordance with the terms and conditions set forth in Data Processing Agreement https://www.Fischerkerrn.com/legalhub) and Data Security Standards (DSS) (https://www.Fischerkerrn.com/legalhub).

14.3 Each party shall comply with their respective obligations set out in the Data Protection Addendum entered between the parties.

14.4 Each party shall comply with their respective obligations set out in the Data Protection Addendum available through the Platform and/or referred to in the Order Form.

15 CUSTOMER'S OBLIGATIONS

15.1 Customer will ensure that Fischer & Kerrn's (or its appropriate Affiliate or subcontractor's) performance of the Services will not affect any third-party manufacturer's warranties. Customer authorizes and will have obtained all necessary permissions or consents to allow Fischer & Kerrn to use or access any and all software, hardware, systems and data that Customer provides to Fischer & Kerrn, or that Customer requests Fischer & Kerrn to use, or which may be necessary to perform the Services.

15.2 Customer will provide all co-operation necessary for Fischer & Kerrn (and/or its Affiliates or subcontractors) to perform the Sale Agreement including cooperating with any instructions provided by Fischer & Kerrn.

15.3 Where Services or the Platform are provided on-site or on-premises, Customer will provide Fischer & Kerrn with free, safe and sufficient access to Customer's facilities and environment, including a connection or access to a computer over the Internet, preferably by connection to a Customer employee.

15.4 Customer is solely responsible for completing regular back-ups of all data, software and programs on Customer's systems, prior to and during the delivery of the Services. Hardware support Services do not include the processing of Customer's data stored on the Platform, and Fischer & Kerrn shall not access or use any such data, unless Customer has exceptionally and expressly authorized Fischer & Kerrn to do so.

16 INTELLECTUAL PROPERTY RIGHTS

16.1 In this clause 16 (INTELLECTUAL PROPERTY RIGHTS) and where used elsewhere in the Agreement: "Intellectual Property Rights" means: (a) patents, registered designs, applications for any of the foregoing, the right to apply for and be granted any of the foregoing, rights in inventions; (b) copyrights, design rights, moral rights, publication rights, database rights; (c) trademarks and service marks, applications for any of the foregoing, the right to apply for any of the foregoing, rights in trade names, business names, brand names, get-up, logos, domain names and URLs; (d) rights in know-how, trade secrets and confidential information, data exclusivity rights; and (e) all other forms of intellectual property right having equivalent or similar effect to any of the foregoing which may exist anywhere in the world.

16.2 The User acknowledges and agrees that Fischer & Kerrn and/or its licensors own all Intellectual Property Rights in: (a) the Platform (excluding the User Data); (b) all materials provided and/or made available as part of providing the Platform; and (c) any/all adaptations, add-ons, modifications, updates, and/or enhancements to the Platform and such materials (including at the request and/or suggestion of the User or an Authorised User), (the "Fischer & Kerrn's IPR").

16.3 Fischer & Kerrn may freely incorporate into Fischer & Kerrn's IPR any feedback and/or suggested improvements to Fischer & Kerrn's IPR given by the User or an Authorised User.

16.4 Except as expressly stated in this Agreement, the User shall have no right or interest in Fischer & Kerrn's IPR.

16.5 The User owns all Intellectual Property Rights in and to all of the User Data and shall have sole responsibility for the legality, non-infringement, reliability, integrity, accuracy and quality of the User Data.

16.6 The User hereby grants to Fischer & Kerrn (and its representatives and sub-contractors) a non-exclusive, non-transferrable right to use the User Data strictly to the extent necessary for

Fischer & Kerrn (or Fischer & Kerrn's representative or sub-contractor as the case may be) to provide and make available the Platform.

17 PROPRIETARY RIGHTS

17.1 Customer shall not use Fischer & Kerrn's Proprietary Rights in any of its advertising, communications, publications or other work without the prior written permission of Fischer & Kerrn. Customer must not remove, obfuscate, deface, cover or alter any Fischer & Kerrn mark or other mark nor add any Fischer & Kerrn mark or other mark to any materials provided by Fischer & Kerrn nor to any Product or its packaging. Neither Customer nor its agents will register or use any trademark that may cause confusion with Fischer & Kerrn Proprietary Rights.

18 SOFTWARE LICENSE

18.1 Fischer & Kerrn hereby, subject to timely payment of the agreed fees, grants the Customer, a non-exclusive license to access and use the Platform with the ordered modules and the ordered number of Resources. This right of access and use does not convey the Customer with an interest or ownership in or to the Service, but only a limited right of use always subject to the terms of this Agreement

18.2 Customer shall be responsible for ensuring that any Platform, Software or Product solution ordered by Customer is suitable for Customer's requirements and is compatible with Customer's existing systems (hardware and software) and practices.

18.3 Customer acknowledges that Products contain Software or be accompanied by separate Software, including but not limited to operating systems and applications. Such Software may be included in or be embedded in hardware, or it may be contained separately on disks or on other media. Such Software constitute Fischer & Kerrn's and its licensors proprietary Intellectual Property Right and may also contain valuable trade secrets and be protected by patents. Customer, as an end user, is licensed to use Software contained in Products, subject to the terms of the license accompanying the Product, if any, and the applicable patent, trademark, copyright, and other intellectual property laws. Purchaser shall not separate any end-user license from a Software Product.

18.4 All Software is licensed to Customer on the terms and conditions of the applicable license agreements accompanying the Software. In addition to any obligations or restrictions set forth in the accompanying license agreement, Customer shall not copy a Software except for back up or for archival purposes, and Customer shall promptly affix to any such copy the same proprietary and copyright notices as were affixed to the original. Except to the extent permitted by law, Customer shall not duplicate, disassemble, de-compile, reverse engineer, modify, create derivative works, or otherwise change the Software or its form. The Customer may use Software that are incorporated in or packaged with a (hardware) Product solely in connection with the authorized use of such (hardware) Product and shall have no other rights with respect to the Software.

18.5 Subject to the Customer's payment of the subscription fees pertaining to the Platform, the Customer shall be entitled to use the Platform, as long as this Agreement is in force.

19 LIMITED WARRANTY

19.1 All new Fischer & Kerrn products carry a limited warranty against defects in materials and workmanship. See more on: https://fischerkerrn.com/legalhub

19.2 The Fischer & Kerrn limited warranty covers Fischer & Kerrn hardware products only. It does not cover Software, Services or third parties' products and/or services.

19.3 Fischer & Kerrn represents and warrants that it will provide the Service in a professional manner consistent with general industry standards and that the Service will perform substantially in accordance with the documentation.

19.4 The Customer acknowledges that the Customer knows the essential functional characteristics of the Service and bear the risk that the Service do not meet the Customers wishes and requirements. In case of doubt the Customer should consult employees of Fischer & Kerrn or third-party experts before concluding this Agreement.

19.5 FISCHER & KERRN WARRANTS THAT THE SERVICE WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION AVAIALBLE ON FISHERKERRN.COM. FISCHER & KERRN DOES NOT GUARANTEE THAT THE SERVICE WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT FISCHER & KERRN WILL CORRECT ALL SERVICE ERRORS. CUSTOMER ACKNOWLEDGES THAT FISCHER & KERRN DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY FISCHER & KERRN (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT

19.6 Purchaser or Customer shall not be entitled to make any claim against Fischer & Kerrn in respect of the breach of the Fischer & Kerrn limited warranty unless the claim is made within 2 months of discovering or learning of the defect.

19.7 Fischer & Kerrn shall not accept any liability for loss of data caused by warranty service.

19.8 The sole warranty, if any, for Fischer & Kerrn Software purchased under the Sale Agreement shall be as set forth in the software license agreement or documentation that accompanies each Fischer & Kerrn Software.

19.9 All third-party products or hardware (including non Fischer & Kerrn branded products contained in product bundles or promotions) and services are sold "as is" and without warranty from Fischer & Kerrn, but may be accompanied by a manufacturer's warranty, as provided in any documentation or license agreements that accompanies such products, hardware and/or services.

19.10 The above warranties do not apply to:

(i) damage caused by alteration, repair, adjustment or installation by someone other than Fischer & Kerrn;

(ii) damage caused due to accident, misuse or abuse;

(iii) damage caused due to Fischer & Kerrn's compliance with Customer's written instructions;

(iv) damage caused due to normal wear and tear;

(v) damage caused due to use of parts and components not supplied or intended for use with the Products; or

(vi) products, software or services made, created or performed by a party other than Fischer & Kerrn.

19.11 Fischer & Kerrn makes no other warranty to Customer, either express or implied, with respect to Products and Services, to the fullest extent permitted by law, and Fischer & Kerrn specifically disclaims the implied warranties of merchantability and fitness for a particular purpose, as well as any statutory warranty on hidden defects.

19.12 Fischer & Kerrn makes no other warranty to Customer, either express or implied, with respect to Products and Services, to the fullest extent permitted by law, and Fischer & Kerrn specifically disclaims the implied warranties of merchantability and fitness for a particular purpose, as well as any statutory warranty on hidden defects.

20 WARRANTY SERVICES

20.1 Fischer & Kerrn shall either repair or replace the Hardware that does not comply with the Hardware Warranty. Fischer & Kerrn may use new or reconditioned goods and components in line with industry standards.

20.2 Where Hardware is replaced, Customer shall return it to Fischer & Kerrn or else Customer shall pay Fischer & Kerrn the applicable prices for the replacement Hardware which shall be invoiced by Fischer & Kerrn.

20.3 Fischer & Kerrn shall re-perform those Services which do not comply with the Services Warranty.

20.4 Any shipping cost, freight cost or any import/export cost, any duties or taxes, for the return or delivery of the replaced or repaired Product, shall be paid by the Customer.

21 SUPPORT & MAINTENANCE

21.1 Fischer & Kerrn offers support in accordance with Fischer & Kerrn Support Terms (https://www.FischerKerrn.com/legalhub).

21.2 There is no fixed software release cycle; software updates, error and bug fixes as well as new functionality or changes in functionality, are applied continuously over time, during the night (the local time of the datacenter) whenever Fischer & Kerrn deems it necessary, unless otherwise is agreed in writing between the parties.

22 LIMITATION OF LIABILITY

22.1 THESE TERMS AND CONDITIONS SET OUT THE FULL EXTENT OF OUR OBLIGATIONS AND LIABILITIES IN RESPECT OF THE SUPPLY OF THE PRODUCTS (AND PERFORMANCE OF TELEPHONE SUPPORT AND WARRANTY SERVICES) AND THE PERFORMANCE OF ANY SERVICES.

22.2 THERE ARE NO WARRANTIES, CONDITIONS OR OTHER TERMS THAT ARE BINDING ON FISCHER & KERRN EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT.

22.3 EXCEPT FOR FISCHER & KERRN'S BREACH OF (I) INDEMINIFICAITON OBLIGATIONS, (II) CONFIDENTIALITY OBLIGATIONS, AND/OR GROSS NEGLIGENCE, NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, FISCHER & KERRN AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR AND THE CUSTOMER ASSUMES RESPONSIBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE USE OF THE SERVICE. IN NO EVENT SHALL FISCHER & KERRN,

ITS OFFICERS, AGENTS, EMPLOYEES OR SUPPLIERS BE LIABLE TO ANY PERSON OR ENTITY FOR THE LOSS OF PROFITS OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES OR THE PERFORMANCE OF THE SERVICES, EVEN IF FISCHER & KERRN OR ITS OFFICERS, AGENTS, EMPLOYEES, OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT LOSS OF DATA AND THE COST OF RESTORATION THEREOF SHALL BE CONSIDERED INDIRECT DAMAGES HEREUNDER.

22.4 SUBJECT TO CLAUSE 22.3, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER ON ALL CLAIMS OF ANY KIND UNDER OR RELATED TO THE SALE AGREEMENT, WHETHER IN CONTRACT, WARRANTY, CONDITION, TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE, SHALL BE LIMITED TO THE SUM PAID TO FISCHER & KERRN FOR THE PRODUCT OR SERVICE IN QUESTION. IN NO EVENT SHALL ALL RECOVERIES (DAMAGES), WHETHER BASED ON A SINGLE CLAIM OR SEVERAL CLAIMS (IN THE AGGREGATE), EXCEED THE HIGHEST OF: €100,000 OR TWELVE (12) MONTHS SUBSCRIPTION FEE.

22.5 SUBJECT TO CLAUSE 22.3, IN NO EVENT WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, CONDITION, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING LOST BUSINESS, PROFITS OR REVENUE, LOSS OF CONTRACTS, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, OR THE COST OF THE PROCUREMENTS OF SUBSTITUTE GOODS AND SERVICES), OR FOR PUNITIVE OR EXEMPLARY DAMAGES. THE LIMITATIONS SET FORTH IN CLAUSES 22.3 AND 22.4 SHALL NOT APPLY TO (I) ANY CLAIM BY FISCHER & KERRN AGAINST CUSTOMER FOR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, OR (II) FOR PAYMENT OF THE AMOUNT DUE TO FISCHER & KERRN BY CUSTOMER FOR PRODUCTS AND SERVICES PURCHASED UNDER THE SALE AGREEMENT. THE REMEDIES SET FORTH IN THE SALE AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM AGAINST FISCHER & KERRN UNDER OR RELATED TO THE SALE AGREEMENT. CUSTOMER WAIVES AND RELINQUISHES ANY RIGHT OR CLAIM THAT MIGHT ARISE OUT OF FISCHER & KERRN'S REFUSAL TO ACCEPT THE CUSTOMER'S ORDER.

22.6 ANY WARRANTY, CONDITION OR OTHER TERM CONCERNING THE PRODUCTS OR SERVICES WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED IN THE CONTRACT BY STATUTE, COMMON LAW, LAWS APPLICABLE IN THE COUNTRY WHERE CUSTOMER PURCHASES THE PRODUCTS OR SERVICES OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY IMPLIED TERM AS TO QUALITY, FITNESS FOR PURPOSE, REASONABLE CARE AND SKILL) ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

23 COMPLIANCE WITH LAWS

23.1 Each party agrees to comply with all applicable laws and regulations.

23.2 The Customer acknowledge that the Products and Services provided under the Sale Agreement, which may include technology, authentication and encryption, are for Customer's own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States, the European Union and other applicable jurisdictions. Products may not be used, sold, leased, exported, imported, reexported, or transferred except with Fischer & Kerrn's prior written authorization and in compliance with such laws, including, without limitation, export licensing, requirements, end

user, end-use, and end-destination restrictions, prohibitions on dealings with sanctioned individuals and entities. Customer also may be subject to import or re-export restrictions in the event you transfer the Products from the country of delivery, and Customer is responsible for complying with applicable restrictions.

24 GOVERNING LAW / JURISDICTION AND VENUE

24.1 The Sale Agreement and the rights and obligations of the parties pursuant thereto will be governed by the laws of Denmark, without regard to conflicts of law principles. The provisions of the United Nations Convention on Agreements for the International Sale of Goods will not apply.

24.2 Any dispute between the parties relating to the Sale Agreement, the Fischer & Kerrn Hardware and Software and the rights and obligations of the parties pursuant thereto shall be finally resolved in any court of competent jurisdiction in Copenhagen, Denmark.

24.3 Notwithstanding the above, either party may seek equitable relief to protect its confidential information or intellectual property at anytime and anywhere in the World. The party prevailing in any dispute under the Sale Agreement shall be entitled to be compensated for its costs and legal fees.

25 GENERAL TERMS

25.1 Force Majeure – Other than for the requirements to make payment when due, neither party shall be liable for any delay or failure to meet its obligations under the Sale Agreement due to unforeseen circumstances or to causes beyond such party's control. In the event of any such delay, performance of the affected obligation shall be suspended for a period of time equal to the time of such delay save that in the event that the delay continues for more than 2 months, Fischer & Kerrn may elect to terminate the Sale Agreement with immediate effect without incurring any liability.

25.2 No waiver – The waiver by either party of any default by the other party shall not waive subsequent defaults by such other party of the same or different kind.

25.3 Severability – If any of the provisions, either in part or in full, of the Sale Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable or invalid, such provision shall be enforced to the maximum extent possible or permissible and the Sale Agreement will be adjusted, if possible, so as to give maximum effect to the original intent and economic effect of the parties with respect to the unenforceable provision and the remaining portions of the Sale Agreement shall remain in full force and effect.

25.4 No assignment – Customer may not assign the Sale Agreement nor any Order related thereto and Customer may not delegate its duties under the Sale Agreement without Fischer & Kerrn's prior written consent which shall not be unreasonably withheld. Fischer & Kerrn may assign the Sale Agreement without Customer's consent provided that such assignment is to an affiliated company forming part of the Fischer & Kerrn group of companies.

25.5 Modification – No modification to the Sale Agreement shall be binding unless in writing and signed by an authorized representative of each party.

Document updated 16 November 2026