

General Terms & Conditions

Changelog

Change date

1. Definitions

In these Terms & Conditions:

1.1. CopenCloud: Grøn Sky ApS, Egedal 3, 2690 Karlslunde, VAT/CVR: DK40557989 - info@copencloud.com

1.2. Client: the legal person or entity who has entered into an Agreement with CopenCloud.

1.3. Terms and conditions: the provisions from this document.

1.4. Service: the services CopenCloud performs on behalf of the Client, as described in the Agreement.

1.5. The Agreement: an electronic agreement between CopenCloud and the Client that forms an agreement by an electronic notification and/or submission by the Client, any amendment or addition thereto, as well as all (legal), acts in preparation for and in the execution of that agreement.

1.6. Electronic notification: e-mail, provided that the identity of the sender/addressee and the integrity of the message are sufficiently established.

1.7. Subscription Service: any subscription for software or consultancy services described in the Agreement.

2. Applicability

2.1. These Terms and Conditions apply to all quotations, offers, (legal) acts, Agreements, and other legal relationships, even if these goods or services are not (further) described in these Terms and Conditions unless expressly agreed otherwise.

2.2. Applicability of Terms and Conditions used by the Client is explicitly excluded.

2.3. These Terms and Conditions also apply to additional assignments and subsequent assignments from the Client.

3. Changes and additions to Terms and Conditions

3.1. CopenCloud reserves the right to amend or supplement these Terms and Conditions in connection with future negotiations of the agreement.

3.2. 3.2 Amendments and additions with non-material impact can be made at any time (i.e. error corrections and subject clarifications). All changes will be informed to the customer in writing.

3.3. 3.3 If the Client does not wish to accept an amendment and/or addition to these terms & conditions, terms & conditions will remain unchanged.

4. Article 4. Quotation, offer, and acceptance

4.1. A quotation is non-binding and valid up to 14 days after transmission by CopenCloud unless stated otherwise in the quotation.

4.2. CopenCloud will draw up a quotation in which it indicates what is included with the Service and which amount the Client will owe upon acceptance of the agreement.

4.3. CopenCloud cannot be held to its quotation or offer if the quotation or offer, or a part thereof, contains a manifest mistake or error.

4.4. If a quote/estimate from CopenCloud is based on information provided by the Client and the information is incorrect or incomplete, this will be handled as a scope change according to the scope change stipulations in the agreement.

4.5. The client must accept the quotation per electronic signature. The Agreement is entered into at the moment the quotation is accepted by the Client.

4.6. An Agreement is equally entered into at the time that CopenCloud confirms an assignment from the Client who has already accepted the Terms and Conditions in the context of a different assignment.

4.7. Only the description of the Service indicated in the Agreement is binding.

5. Execution of the Service

5.1. After the conclusion of the Agreement, CopenCloud will execute the Service in accordance with the Agreement.

5.2. CopenCloud guarantees that the Service will be executed in a professional manner, with due care and skill. This concerns an obligation of means whereby CopenCloud will in no way be liable for not achieving the result that the Client intended if this intention is not clearly described in the Agreement.

5.3. If and insofar a proper execution of the Service requires this, CopenCloud has the right to have certain work carried out by third parties. CopenCloud will inform the Client about this before the work commences. Any use of third-party suppliers must be agreed upon with the client. The Client's rejection must in any case be well-founded.

5.4. The Client is obliged to provide all data and materials described in the Agreement, which is required to enable timely and correct execution of the Service.

5.5. If the Client, even if properly notified, does not fulfill a contractual obligation towards CopenCloud or acts contrary to these terms & conditions, CopenCloud has the right to (temporarily) decommission the delivered products and services and/or to limit their use, or to not deliver them or merely to a limited extent, without any further notice of default being required.

6. Commissioning and acceptance

6.1. If a Service implies the creation or adaptation of a work or product, the Client must evaluate the result within fourteen (14) days of commissioning and approve or reject it.

6.2. If the Client does not reject the Service within this period, it will be deemed to have been approved. In the event of rejection, the Client must state the reason for rejection as detailed as possible.

6.3. If the Client rejects the result in whole or in part in accordance with paragraphs 6.1 and 6.2, CopenCloud will remove the reason for rejection within fourteen (14) days. The Client then has the same period of fourteen (14) days to approve or reject the revision or motivation.

6.4. If the Client continues to reject the result after a reasonable number of revisions, CopenCloud is entitled to cancel the Agreement in part or in full. In that case, the Client will be entitled to compensation and replacement delivery.

6.5. If a Service is performed in phases, the Client must give approval or rejection of the result of that phase after completion of each phase according to the agreed delivery acceptance. The Client may not base rejection of the result of a later phase on matters that have been approved at an earlier stage. If the Client rejects a Service or a refund in accordance with the previous paragraph at a later stage, no refund will be given for the already approved Service(s) in (a) previous/other phase(s), even if these are related to each other. CopenCloud cannot use approval of a delivered phase to dispute a rejection of a later phase/delivery.

6.6. This article (6) does not apply to applications that are purchased on a subscription basis and that are not created and written on the basis of an individual assignment.

7. Changes to the Service

7.1. Any changes to the Service, requested by the Client will be handled as a change request.

7.2. Change requests should be submitted in writing to CopenCloud who together with the Clients' project manager will estimate if the request has changed the scope for the project. In case of a change of scope, the Client needs to approve a possible additional cost before the task can be started.

7.3. If CopenCloud, due to circumstances that were not known to it at the time of the Agreement, has to perform more work than agreed, or has to perform activities under mitigating circumstances, CopenCloud will inform the Client of this (electronically). If agreed by the client CopenCloud is entitled to charge the Client for the resulting additional costs. In case of reduced work, a refund of already reserved and calculated time and fees is excluded. If not agreed to by the Client, CopenCloud must perform the agreement as initially agreed.

7.4. The Client accepts that any change put forward by the Client, in the Service (additional/reduced work) may have consequences for the delivery period.

7.5. If the Client does not provide the feedback needed to complete the delivery of a task in an agreed timeline, the task will be rescheduled in accordance with the delay.

8. Prices / payment conditions

8.1. Unless agreed otherwise, the Client, upon acceptance of the Agreement, will pay the amount stated in the Agreements payment terms to CopenCloud.

8.2. All CopenCloud prices are expressed in DKK (unless indicated otherwise in the Agreement) and exclusive of VAT and any other government taxes. All prices on the CopenCloud website(s) are subject to programming and/or typing errors. CopenCloud is not liable for the consequences of such errors. Invoices will be issued in the quoted currency. For subscriptions where the price is quoted in DKK, the invoiced price in DKK will be calculated to the daily exchange rate with the addition of the bank's currency margin (https://midspar.dk/wp-content/uploads/2023/05/Komplet_prisoversigt_12052023.pdf sektion 9).

8.3. If the Agreement is renewed tacitly, CopenCloud is entitled to increase the tariffs applied by an electronic message to follow the net price index upon renewal of the Agreement.

8.4. CopenCloud will send an invoice to the Client for the amount owed by the Client. The payment term of this invoice is eight (8) days after the issue date of the invoice unless agreed otherwise in the Agreement.

8.5. Contrary to the foregoing, payments of Agreements that are entered into on a subscription/license basis must be done in advance. Only when the amount due has been paid will CopenCloud activate the subscriptions or licenses for the Client.

8.6. If the Client does not pay on time, he is in default from the due date of the invoice by operation of law and without any notice of default being required, and is obliged to pay default interest at the statutory interest rate.

8.7. In the event of late payment, a process interest of 1,5% per commenced month, and process fees are accrued according to the Danish Debt Collection Act (Lov om Inkassovirksomhed).

8.8. After proper notice from CopenCloud, any claim for payment is immediately due and payable in full (including all future stages and installments) in case the Client is declared bankrupt, applies for suspension of payment, or if attachment orders are placed on the Client's assets, if the Client dies and if it goes into reconstruction, liquidation or is dissolved.

8.9. In the event of late payment, and after proper notification of the Client, CopenCloud has the right to suspend the entire or partial execution of the Agreement without further notice. If applicable, CopenCloud can also terminate the Agreement without further notice of default or judicial intervention with additional compensation owed by the Client and without the right to compensation of damage for the Client that may arise as a result.

9. Development of specific work

9.1. If the Service (partly) extends to the development of software, documentation, advice, reports, or other specific work, the Parties shall specify by electronic reporting which works will be developed, which requirements they must meet and how this will be executed.

9.2. CopenCloud will carry out the development with due care based on the information provided by the Client. The Client guarantees the correctness, completeness, and consistency of its instructions and data. CopenCloud will carry out the development to the best of its ability, yet can in no way be liable for not achieving the result that the Client intended if this intention is not clearly described in the Agreement.

9.3. CopenCloud is obliged to investigate the correctness, completeness, or consistency of the source materials, requirements, or specifications made available to it by the Client before the Agreement is signed. If CopenCloud in doing so identifies any shortcomings, it can ask to deliver what is needed to sign the agreement.

9.4. If the source materials provided by the Client to CopenCloud are protected by any intellectual property right, the Client guarantees at all times that they have all the licenses/permits/permissions/authorizations required for the provision to and intended use by CopenCloud under the Agreement.

9.5. Unless agreed otherwise, CopenCloud has the right to use images, software, and components from third parties, including open-source software, in the development of the work. Any licenses, to be paid by the Client, required for executing and maintaining the deliverables will be stated in the Agreement.

9.6. The Client is not permitted to sell, resell, lease, sublicense, alienate, grant limited rights, or grant access to the developed works or to make them available to a third party in any way or for any purpose whatsoever, not even if the third party concerned uses the software exclusively for the benefit of the Client unless expressly agreed otherwise by (electronic) communication between the Parties, or in case of and in combination with a sale of the relevant business units or

activities of the Client. Article 11.5 applies to a violation of the prohibition contained in this article.

10. Installation and maintenance of software

Software in this Article 10 means: Software as a Service deployed to work with the Client's systems.

10.1. If the Service (partly or in full) extends to the installation, configuration, and/or maintenance of software, the provisions of this article equally apply.

10.2. CopenCloud will install and configure the software on hardware and networks at the discretion of CopenCloud. CopenCloud may move the software to another vendor at its discretion unless expressly agreed otherwise.

10.3. CopenCloud will endeavor to update the software at the appropriate time to improve functionality and to correct errors. In the event of new functionality or changes that could substantially change the functionality of the software, CopenCloud will notify the Client in advance.

10.4. CopenCloud will endeavor to keep the software up to date. CopenCloud may, in some cases, be dependent on the supplier(s) and third parties for this. CopenCloud is entitled to not install certain updates or patches if in its opinion, the operation of the software does not benefit from this or if it is not in the interest of the Service.

10.5. If, in the opinion of CopenCloud, a change or adjustment requested by the Client may negatively affect the functionality or the security of the software, CopenCloud will report this to the Client via an electronic message. If the Client nevertheless insists on pursuing the change or adjustment, CopenCloud can implement these at the sole risk of the Client and without any liability for CopenCloud to be withheld.

11. Intellectual property rights

11.1. All intellectual property rights to all materials, software, analyzes, designs, documentation, advice, reports, quotations, as well as preparatory material thereof, developed or made available within the framework of the Service are exclusively vested in CopenCloud or its Service Providers/suppliers. Source codes will not be transferred at any time.

11.2. The Client will only acquire the rights of use and powers that are explicitly stipulated in the Agreement and the Client will have the right to copy, modify, reverse engineer, decompile, create other works from, disassemble, multiply, transfer, publish or make available to third parties the software or other materials in any way whatsoever.

11.3. The Client is not permitted to remove or change any designation concerning copyrights, brands, trade names, or other intellectual property rights from the materials, including indications concerning the confidential nature and secrecy of the materials.

11.4. CopenCloud is allowed to take technical measures to secure the materials. If CopenCloud has secured the materials utilizing technical

protection, the Client is not permitted to remove or circumvent this security.

11.5. Any use, reproduction, or disclosure of materials that fall outside the scope of the Agreement, i.e. disclosure of IP rights protected materials, is considered to be a violation of copyright.

12. Availability of systems

12.1. If the Service is (partly) delivered via systems and/or networks of CopenCloud, CopenCloud will ensure the availability of these systems and networks and to allow access to data stored by CopenCloud, subject to Service Levels stated in the Agreement, and the provisions stated in Article 16.

13. Service Level Agreement

13.1. The Client has the choice of several Service Level Agreements that may or may not be delivered against payment.

13.2. Whatever is stipulated in Articles 14., 15., and 16. regarding confidentiality, liability, and force majeure applies to the Service Level Agreement services.

14. Confidentiality

14.1. The Parties shall treat information that they provide to each other before, during, or after the execution of the Agreement confidentially when this information is marked as confidential or when the receiving party knows or can reasonably suspect that the information was intended to be confidential. Parties also impose this obligation on their employees as well as on third parties engaged by them in preparation for or the execution of the Agreement.

14.2. In addition to what is required in the context of the Agreement, CopenCloud will not take cognizance of data that the Client has made available to CopenCloud in any way whatsoever, nor will CopenCloud use this information outside the framework of the Agreement in any way whatsoever, unless this is required for the proper execution of the Agreement or if CopenCloud is obliged to do so by a statutory provision or court order.

14.3. This obligation also continues after termination of the Agreement for whichever reason, and for as long as the providing party can reasonably claim the confidential nature of the information in question.

14.4. CopenCloud is entitled to use the Client, the client's logo, and the delivered service(s), in a loyal way, as a reference with the following restrictions: Any references or use of the logo(s) will only be made after prior written consent by the Client and the Client can retract the consent anytime, allowing a reasonable time for CopenCloud to remove the references.

15. Liability

15.1. CopenCloud is not liable for:

- A.** damage incurred by the Client or third parties as a result of the provision of incorrect or incomplete data or information by or on behalf of the Client to CopenCloud, or otherwise resulting from an act or omission by or on behalf of the Client;
- B.** damage incurred by the Client or third parties for which the Client has insured itself;
- C.** In the event of damage caused by incorrect or improper use by the Client or its employees/assistants of the service provided by CopenCloud.

15.2. The Client is obliged to consult CopenCloud in case of damage to reach an amicable arrangement or mediation, before proceeding to liability. In that case, CopenCloud must be allowed to repair or limit the damage within a reasonable time.

15.3. The total liability of CopenCloud due to attributable shortcoming in the fulfillment of the Agreement is limited to what possible liability insurance of CopenCloud pays (possibly to be increased by an excess, if applicable), towards a given claim from the Client. If a claim is not covered by liability insurance, but it has irrevocably been established that CopenCloud is nonetheless liable, the liability is limited to the compensation of the direct damages up to the amount of the price stipulated for that Agreement (excl. VAT). If the Agreement is mainly a continuous performance contract, a subscription, or similar with a duration of more than three months, the price stipulated for the agreement is set at the total of the fees (excl. VAT) from the start date of the Agreement, or for the last twelve (12) months, whichever is the shortest period.

Direct damage means:

- A.** The necessary costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms & conditions;
- B.** The necessary costs incurred to have the defective performance comply with the Agreement unless these cannot be attributed to CopenCloud;
- C.** The necessary costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the prevention or limitation of direct damage as referred to in these Terms & Conditions;
- D.** The necessary cost of repairing damage.

When exposing these costs, the Client must at all times proceed to limit damage and costs, and always act in consultation with CopenCloud.

15.4. CopenCloud's liability for indirect damage including (but not limited to) consequential loss, loss of profit, missed savings, loss of goodwill, damage due to business stagnation, damage due to third-party claims, damage related to the engagement of third parties and all other forms of damage referred to in this paragraph, is excluded.

15.5. The limitations of liability mentioned in this article will lapse if and insofar as the damage is the result of malicious intent or gross negligence by CopenCloud.

15.6. Liability of CopenCloud due to an imputable shortcoming in the fulfillment of an Agreement arises in all cases only if the Client with undue delay and as soon as the Client learns of this, gives CopenCloud notice of default, in which case a reasonable period of time* is granted to CopenCloud, and if CopenCloud after that term continues to not fulfill its obligations. The notice of default must contain as complete and detailed a description of the shortcoming as possible, allowing CopenCloud to respond adequately.

* "A reasonable period of time" is seen in relation to the size of the default and the relative time a given problem will take to solve.

15.7. Any claim for damages against CopenCloud must be notified with undue delay after the damage is discovered.

15.8. CopenCloud is not liable for damage to or defects in the delivered service/product, if this relates to work, errors, or other of the Client or any third party not employed by CopenCloud.

15.9. Without prejudice to the foregoing, CopenCloud is not liable for the consequences of events at the Client on which CopenCloud cannot exert influence, including (but not limited to) external causes such as hacking.

15.10. 15.10 The Client indemnifies CopenCloud against all third-party claims due to liability as a result of a defect in a product or a system supplied by the Client to a third party and which also consisted of items, materials or results delivered by CopenCloud, except if and insofar as the Client proves that the damage was caused exclusively by said items, materials or results.

15.11. CopenCloud is not liable for (the consequences of) printing or typing errors in manuals, in instructions for use, images, etcetera.

15.12. If CopenCloud makes third-party licenses available to the Client, the Terms and Conditions and/or Master Service Agreement of the respective service provider(s) will also apply. In the event of a dispute, CopenCloud terms agreement will take precedence, the terms & conditions and/or Master Service Agreement for any such licenses will be included in the Agreement. Find a list of our partners and links to their terms at <https://copencloud.com/legal/partner-terms>.

15.13. CopenCloud has signed professional liability insurance distributed as follows:

- Professional liability: 10.000.000 DKK.
- Professional responsibility: 2.000.000 DKK

16. Malfunctions and force majeure

16.1. At all times, CopenCloud has the right to put the Service or parts thereof temporarily out of use for maintenance, updates, or improvements. CopenCloud will endeavor to have such a decommissioning take place outside of office hours as much as possible and inform the Client in due time of any planned decommissioning. CopenCloud is never liable for compensation for damage in connection with such decommissioning.

16.2. If an adjustment leads to a significant change in the functionality, CopenCloud will endeavor to inform the Client thereof. In case of adjustments that are relevant to several Clients, it is not possible to waive a specific adjustment for the Client alone. CopenCloud is not obliged to pay any compensation for damage caused by such adjustment.

16.3. CopenCloud will inform the Client of the nature of the interruption, and the expected duration of the interruption in case of non-availability of the Service(s) due to malfunctions, maintenance, or other causes.

16.4. In the event of force majeure, including in any case but not limited to interference or failure of the internet, the telecommunications infrastructure, power failures, riots, war, traffic jam, strike, fire, flood, epidemics, pandemics, import and export barriers, the execution of the Agreement will be suspended, or the Agreement can be terminated by either party if the force majeure situation lasts longer than ninety (90) days, all without any obligation for compensation by the other party.

17. Staff

17.1. The Client shall provide employees of CopenCloud who perform work for the delivery of products and/or services at the offices of the Client with all the necessary support for the performance of their work as agreed in the Agreement.

18. Duration and cancellation

18.1. If the Service extends to the provision of licenses for a certain period, including on a subscription basis as well, the Agreement shall be deemed to have been entered into for a minimum period of twelve (12) months, unless agreed otherwise, and it must be canceled by email to info@copencloud.com no later than three (3) months before the license subscription end date. The license term and end date are noted in the Agreement. In the absence of timely and legitimate cancellation, the Agreement will be extended tacitly for one (1) year. Prepaid licenses cannot be credited.

18.2. If the Service extends to the development of software or other works, the Agreement shall be deemed to have been entered into for the duration specified in the Agreement or until the work has been developed and accepted. Unless agreed otherwise, the Agreement cannot be canceled prematurely.

18.3. Upon cancellation, termination, or dissolution for any reason whatsoever, CopenCloud will either return or delete any stored data or make it inaccessible and cancel all Client's accounts as soon as the Agreement terminates. A plan for data transfer must be in place 30 days before the Service End Date, after which the data will be deleted permanently. CopenCloud is not obliged to keep a copy of the data as a backup for the Client after the termination of the Service.

19. Final provisions

19.1. Danish law applies to these Terms and Conditions and the resulting Agreements, and they must be interpreted under Danish law.

Any dispute that may arise in the cooperation, and which cannot be resolved in mutual arbitration, is brought before the Danish Institute of Arbitration in Copenhagen, the Parties agree that the decision of the Institute of Arbitration is final.

19.2. Insofar as the rules of mandatory law do not prescribe otherwise, all disputes that may arise shall exclusively be settled by the Danish Institute of Arbitration in Copenhagen.

19.3. If any provision proves to be invalid, this does not affect the validity of the other provisions. The parties will in that case determine (a) new provision(s) as a replacement, with which the intention of the original Agreement and Terms and Conditions is given shape as much as possible.

19.4. Information and announcements on the CopenCloud website are subject to programming and typing errors. In the event of any inconsistency between the website, the "CopenCloud Terms and Conditions", a service provider's Master Subscription Agreement, and the Agreement, the Agreement always prevails.

19.5. Parties shall always inform each other via electronic notification of any changes in name, postal address, email address, telephone number, and bank account number or giro number.