

Concare IT A/S

General Business Terms & Conditions

1. Introduction

The described "General Business Terms and Conditions" is a common set of rules applicable to all in the form of

- License purchases
- Maintenance agreement
- Support agreement
- Enhanced support agreement and
- Agreement on installation and setup

concluded with Concare IT A/S.

By signing one of these agreements, the customer accepts the General Business Terms and Conditions as well as the system requirements for the delivered applications requested by Concare IT A/S.

2. Agreement Commencement and Termination

Every contract concluded with Concare IT A/S is valid from the signing date. With the exception of "contracts for the installation and setup", all agreements are consecutive every year. Thereby, the contract will automatically be renewed for the following calendar year (support period), unless the customer terminates the agreement in writing no longer than three months before the end of the current period. The termination does not involve any form of repayment. Concare IT A/S may terminate or notify changes in the agreement with the notice of three months with effect from subsequent support period.

3. Services out of Agreement

Services that are not part of a signed agreement will be billed on the basis of the actually consumed number of consulting hours. The actual hourly rate for a technical consultant is informed by Concare IT A/S. This hourly rate applies only to work carried out Monday to Friday between 08.00am and 04.00pm. If the service is carried out on Monday to Friday from 04.00pm to 08.00am, as well as Saturday, Sunday and holidays between 08.00am and 04.00pm, the hourly rate is increased by 100 %, whereas nights on Saturday and Sunday increase the hourly rate by 200 %.

4. Payment

The customer *must* have prepaid the entire amount for software and hardware, before this is ordered and delivered by Concare IT A/S. The customer must have prepaid at least 30 % of the amount before granting consultancy. Contracts are invoiced in advance. If an agreement is reached within the calendar year, the first invoice will only be for the rest of the support period, i.e. up to and including 31st of December. Thereafter, the invoicing will take place on the first day of working in January for the subsequent calendar year. Unless otherwise agreed, all the prices are excl. VAT and other government charges. All prices are quoted as being exclusive further preparation, installation and support, unless the manufacturer provides support directly to the customer. Concare IT A/S accepts no liability for matters, which may affect our prices. Concare IT A/S bills shipping on all deliveries in the following ways: Letters/envelopes= factual price. Other deliveries= DKK 100.00.

The customer agrees that the delivered goods remain the property of Concare IT A/S until full payment has been made. For deliveries on credit, the credit counts from the invoice date. Terms of payment are always

valid from the invoice date. For deliveries on credit, where payment is delayed, Concare IT A/S is entitled to charge interest at 2.5 % per current month, from the date of invoice + 8 days and until payment is made. A payment reminder is sent free of charge, but with accrued interests. If it is necessary to send further reminders, there shall be a fee of DKK 300.00 per reminder.

If the buyer fails to pay for the goods on time after signing the agreement or declares bankruptcy, suspension of payments, agreement on compulsory composition or lacking of funds, and therefore is unable to pay his debts or the price when due, Concare IT A/S is entitled to terminate the contract with immediate notice and claim damages from the buyer for any loss as a result of this violation. The contract is thereby immediately terminated, unless the buyer on request provides adequate security for the fixed price of the purchase in due time of payment. Concare IT A/S is also entitled to recall products already supplied. Other services are normally billed after delivery. In connection with the "Agreement on installation and setup", Concare IT A/S and the customer may have agreed to a special payment plan. Any credit is conditional on the customer not being registered in an external credit rating agency.

5. Delivery

On the purchase of licenses, delivery takes place as soon as the order has been signed. There is no right of return on ordered or delivered goods. Cancellation, returning or reduction of orders can only be made with approval from Concare IT A/S. However, in that case, Concare IT A/S is entitled to charge a fee of up to 25 % of the invoice amount.

If the return of a product has been approved, this approval does only involve undamaged and complete products in original packaging. The packaging must also be undamaged. Software can under no circumstances be returned if the seal is broken. Complaints regarding defects must be notified to Concare IT A/S as soon as possible after receipt of the goods and at least within 8 days after the date on which the purchaser has or should have discovered the defect.

Concare IT A/S shares the terms of warranty with the manufacturer. Concare IT A/S warrants the hardware equipment for 1 year from the date of invoice. If supplier guarantees are granted for more than 1 year, this will be specified on the invoice. The warranty covering only manufacturing and material defects will be invalidated, if the customer in any way has caused any changes to the delivered goods by for example unauthorized repair or use. Moreover, the warranty is void, if the serial number is removed, if the product has been incorrectly connected or used with incorrect voltage or type of current. In case of any warranty repair, only the defective part will be replaced or repaired. Restoration and/or replacement of data or any other consequences of a repair are not covered by the warranty. Repair of items out of warranty is billed at current rate. Minimum charge is ½ hour.

6. Use of Subcontractors

In the effort to solve the customer's problem, Concare IT A/S is entitled to use consultants from subcontractors.

7. Employee Clause

The customer is not allowed to hire the consultants/employees that Concare IT A/S has used for a specific project with the customer. This applies for a period of 12 months after the last delivery. If the customer breaches this regulation, the customer is obliged to pay a fee to Concare IT A/S corresponding to the total amount of the last 3 months of payment, though at least DKK_____. In any other cases, the customer is obliged to pay a fee corresponding to 10 % of the entire value of the deliveries in the last 12 months.

8. Confidentiality Clause

8.1

Concare IT A/S shall not directly or indirectly disclose confidential information to third parties without the customer's express written consent. Confidential information means any information received from the customer.

8.2

Concare IT A/S further undertake to take all reasonable precautions to protect the information received and to not copy, reproduce or otherwise recreate the information without the client's written consent, either in whole or in part.

8.3

Concare IT A/S is, notwithstanding paragraphs 8.1 and 8.2, entitled without liability to disclose or use information received in accordance with this agreement,

- a) if the information is or subsequently becomes generally known and publicly available provided that this has not happened by disclosure or use of information in violation of the agreement;
- b) if the information is or becomes known to Concare IT A/S via a source not being subject to a confidentiality obligation concerning such information;
- c) if the disclosure or use of information is required by law, court order or an order from public authorities;
- d) if Concare IT A/S have been in possession of the received information or parts thereof before the reception.

8.4

Concare IT A/S is also engaged to instruct its staff (including those in section 9 stated subcontractors) an equivalent obligation of secrecy.

9. Assignment of Rights

Concare IT A/S is eligible to hand over all of its rights and obligations under this agreement to any third party. The customer does not have the same rights without the written consent of Concare IT A/S.

The customer only acquires the right to use the software and modifications and developments. Concare IT A/S has the ownership of the developed software and source codes.

10. Breach of Contract

If either parties significantly breaches its obligations under this agreement or goes into bankruptcy, suspension of payments, liquidation or enters into a settlement negotiation, the other party is justified to terminate this agreement. However, beforehand, the violating party must have received a written notification containing a demand for a rectification of the breach within a given reasonable time limit.

11. Force Majeure

In case of force majeure preventing compliance with this agreement, obligations of both parties shall lapse, as long as a force majeure applies. "Force majeure" means events, which occur after the conclusion of the agreement, and that the affected party could not or should not have foreseen or could not prevent. The party, who wishes to plead force majeure, shall notify the other party in writing as soon as a force majeure is found. If a force majeure has such an effect that definitive fulfilment of the agreement is deemed impossible, both parties are justified to terminate the agreement without any claim against the other party.

12. Limitation of Liability

Concare IT A/S is not responsible for whether direct or indirect economic loss inflicted by the customer when using Concare IT A/S' products. Concare IT A/S disclaims the liability of any kind for loss of a customer's data. Therefore, the customer is urged always to take back-up of all data. That includes loss caused by interruption, disruption, inadequate control, discrepancies between the product and the customer's hardware and other software, etc.

Likewise, Concare IT A/S is not responsible for any losses arising from unauthorized access to customer data systems, including data on the client or third-party server. Concare IT A/S also disclaims the responsibility for the content of the information the customer receives or sends on the Internet. This also applies to the correctness, legality and merit of information.

Concare IT A/S' liability is limited to constitute maximum the invoice sum of the delivered goods, which forms the basis for claiming compensation, and thus does not cover damage to connected equipment and indirect losses such as lost wages, transports costs, operating loss, installation costs, etc. Concare IT A/S assumes no liability as a result of the buyer's legal relationships with a third party. In connection with a cancellation of a purchase, the customer cannot demand a higher price than the current market price prevailing at the time of cancellation.

13. Disputes

Any disputes regarding this agreement or circumstances arising out of the agreement shall be resolved by negotiation. If this does not lead to a result, Danish law shall settle the dispute by the district court in DK-4000 Roskilde as venue in the first instance.