

Secomea General Terms and Conditions of Sale

Version 1.0, June 2018

1. Definitions

Terms: These General terms and conditions of Sale.

Customer/you: The legal entity that order and purchase Supplier's products.

Supplier/we/our: Secomea A/S, Smedeholm 12, 2730 Herlev, Denmark, CVR-no. 31366038 or any fully owned Secomea entity/subsidiary.

Distributor: An authorized Distributor of the Supplier including Secomea A/S.

Party or Parties: Customer and/or Supplier, depending on the context.

Products: The hardware and/or software products that the Supplier sells.

2. Scope and Application

- 2.1 Unless otherwise agreed in writing, these Terms shall apply to all Supplier's business relations with the Customer.
- 2.2 The Customer's purchasing terms, general terms of purchasing or other such terms, shall only apply if accepted in writing by Supplier.
- 2.3 Unless otherwise agreed in writing, any offers from Supplier to the Customer are valid for fifteen (15) calendar days counted from the date of the offer and are also subject to availability of the Products offered.
- 2.4 Supplier is not obliged to deliver the offered products unless Customer has submitted an unambiguous confirmation/acceptance of the offer.
- 2.5 Once the offer is accepted by Customer, Supplier will issue an order confirmation to Customer.
- 2.6 If Customer issues a Purchase order this will be regarded as an offer to Supplier.

- 2.7 Purchase orders issued by the Customer shall specify the type and quantity of the Products purchased, applicable unit prices, delivery place and requested delivery dates.
- 2.8 No purchase order shall be binding for Supplier unless confirmed by Supplier in writing by way of an order confirmation.
- 2.9 Customer understands and accepts that for some products additional terms for the use of the product may apply. Customer may not use the product before such additional terms are accepted by Customer. The additional terms may be found on Supplier's website (www.secomea.com) and/or as an integral part of individual products.
- 2.10 These Terms are the terms of the Supplier and will not replace any direct agreement between the Customer and Distributor.

3. Prices and Terms of Payment

- 3.1 Unless otherwise explicitly stated all prices are in EUR, exclusive of VAT, customs and other taxes or charges to third parties.
- 3.2 All invoices are due for payment eight (8) days after the invoice date. Unpaid amounts due shall carry an interest of 1,5% for each month commenced calculated from the due date.
- 3.3 The title to the Products stays with the Supplier until Customer has paid the invoice in full.
- 3.4 A purchase of the Supplier's software and/or an activation license of any kind includes a limited non-exclusive use license where we are and remains the owner of all titles, rights, and interests in the software. This license only permits the Customer to install, operate and use the software according to the specification, subject to the below limited warranty.

4. Delivery

- 4.1 All hardware Products, unless otherwise explicitly stated in the order confirmation, is delivered EXW DK-2730, Herlev, Denmark in accordance with Incoterms 2010.

- 4.2 All software Products, including software updates, is delivered by download only. Software activation licenses may be applied automatically to the product or sent by email, depending on the product.
- 4.3 Supplier reserves the right to deliver in instalments.
- 4.4 If delivery of the Products is delayed more than seven (7) calendar days from the delivery date specified in the order conformation, the Customer may terminate the applicable purchase order, by notifying the Supplier in writing no later than fourteen (14) calendar days after the specified delivery date.
- 4.5 Subject to the limitation of liability cf. section 11, the Supplier is liable for losses incurred by the Customer because of a delay in the delivery of the Products.
- 4.6 Customer shall inspect the Products upon delivery. Delivery of the Products shall be deemed accepted unless Customer within five (5) calendar days after having received the Products, has provided a written notice of rejection, specifying the reasons for rejecting the Product and submitting proof of the reason for rejecting the delivery.
- 4.7 Supplier shall be granted a period of ten (10) calendar days to rectify any defect or shortcoming in your delivery either by exchanging the product with a new product or making a repair of the product in question before you can terminate your order.

5. Warranty

- 5.1 Supplier warrants that the Products will perform substantially in accordance with the applicable documentation for the Products.
- 5.2 Supplier warrants that any material defects in any software Products will be rectified by bug fixes via an update for download. The updates will be released as soon as possible after Supplier has become aware of the material defect and has obtained the necessary information to rectify the defect. Any material defect may be rectified by a work around or an interim update prior to a final release. Other defects will be rectified also via periodic updates.
- 5.3 Supplier warrants that the hardware Products will be without any material defects in materials and workmanship for a two (2) year-period and that the hardware Products will operate and conform substantially to specifications

published on the Supplier's website at the time of delivery of the hardware Products in question.

- 5.4 Additional terms may apply to the individual Products.
 - 5.4.1 The two-year hardware warranty period starts on the original date of the invoice from Supplier or sales invoice from the local Distributor.
 - 5.4.2 If a Product is purchased after it has been discontinued by Supplier, the warranty period runs from the date where Supplier discontinued the Product.
- 5.5 The limited warranty does not cover material defects due to:
 - 5.5.1 Latency sensitive communication protocols used by devices connected to the Products.
 - 5.5.2 Third-party software that cannot compensate for high-latency connections.
 - 5.5.3 Internet Service Provider broadband connection- or negotiation methods that deviate from supported standards.
 - 5.5.4 Upgrades to supported third-party hardware or software, when the upgrade results in that the Products no longer are functioning properly.
 - 5.5.5 Improper use, accidents or other external causes, for example improper site preparation, inadequate maintenance or cleaning.
 - 5.5.6 Conditions so unusual, that they cannot be replicated by Supplier.
 - 5.5.7 Unstable supply of power outside the specifications for the Products.
- 5.6 Supplier accept returns as per the RMA form and conditions available on Supplier's website: <http://www.secomea.com/rma/>
- 5.7 Customer is not liable for returns without any or all of the packaging, accessories, manuals, cables and consumables.
- 5.8 Warranty claims made more than five (5) workdays after the Customer has identified the material defect shall be deemed invalid and not covered by the warranty.

6. Support, maintenance and discontinued products.

- 6.1 Supplier products are sold through a worldwide network of Distributors, without any additional training or support of any kind from the Supplier as all training and support is supplied by Distributor, subject to their terms
- 6.2 Supplier will provide information concerning general technical changes such as firmware changes etc. to our products via our electronic newsletter and our support section on our web site.
- 6.3 Supplier will regularly maintain the software including embedded firmware until a product is discontinued.
- 6.4 A valid subscription agreement furthermore includes:
 - 6.4.1 Access to our hosted service offering, operation, maintenance and latest updates. Specific details of the terms of use are available on the Supplier's website: <https://www.secomea.com/terms-approvals/>
 - 6.4.2 Free updates to latest Products software, patches etc.
 - 6.4.3 Without a valid subscription agreement, Customers are only entitled to bug fixes according to the warranty.
- 6.5 We may discontinue a product or a product range and endeavours to announce end-of-life (EOL) one (1) year in advance. Once a product has been discontinued we will no longer support and maintain the product but will direct you to obtain a substitute product, which we support and maintain.

7. Remedies

- 7.1 Customer's exclusive remedy for any material defect in a hardware Product covered by warranty, is for the Supplier to correct the defect or at the exclusive choice of Supplier, to replace the defected part of the hardware Product or to refund you a proportional part of the purchase price.
- 7.2 Customer's exclusive remedy for any material defect in a software product covered by the above warranty, is within a reasonable period of time to receive patches that rectify the defect or, at the exclusive choice of Supplier, a work-around that may be made permanent by Supplier if the material defect is specific to only a minor number of customers.

8. Installation- and operating manual

8.1 Customer is obliged to read very carefully, observe and follow the installation- and operating manual for each Product and to maintain the Product in order to keep the Products safe to use and operate.

9. Product Liability

9.1 Unless due to Supplier's misconduct or gross negligence, liability for losses caused by a defective product, including but not limited to claims based on recourse is limited to EUR 10.000 per claim with a maximum equal to the maximum coverage under Supplier's product liability insurance.

9.2 Supplier's obligation to indemnify Customer shall only comprise Customer's losses sustained due to personal injury and damage to property which is a direct and immediate result of a defective product handled correctly. The same shall apply to claims based on recourse.

10. Intellectual Property Rights Infringement

10.1 If any Products delivered to Customer are held to infringe a third party's patent, utility model, design, trademark or other intellectual property right and you are enjoined from using same, we will, at our option and expense, (i) procure for you the right to continue using the Products; (b) replace the Products with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function; (c) modify the Products to make them non-infringing; or (d) refund the purchase price of the Products less a reasonable amount for usage.

10.2 The foregoing states our sole liability for intellectual property rights infringement.

11. Liability and waiver

11.1 Unless due to a Party's misconduct or gross negligence neither Party shall be liable to the other Party for any indirect losses arising as a result of or related to the Products, regardless of the type of claim and even if the Party has been advised of the possibility of such damages, such as but not limited to, lost profits, loss of revenue or anticipated profits, loss or corruption of data or lost business. To the extent allowed by law, Customer will indemnify and hold Supplier harmless against any claims incurred by Supplier arising out of or in

conjunction with Customer's breach of the Terms, as well as reasonable costs, expenses, and attorney's fees incurred therein.

11.2 Supplier's liability shall under all circumstances be limited to the lowest of (i) total consideration according to the Agreement in the most recent twelve (12) months before the claim is made or (ii) a maximum of EUR 10.000.

11.3 The above limitation shall not apply to claims for damages due to Supplier's infringement of third party intellectual property rights as clause 10 shall apply.

12. Duty of Confidentiality

12.1 Each Party acknowledges that all material and information which has or will come into the possession and knowledge of each in connection with the Terms or the performance hereof, consists of confidential and proprietary information, whose disclosure to or use by third parties will be damaging. Both Parties, therefore, agree to hold such material and information in strictest confidence, not to make use thereof other than for the fulfilment of the Terms, to release it only to employees requiring such information, and not to release or disclose it to any other party.

13. Assignment

13.1 Supplier can freely assign rights and/or liabilities under the Terms to a third party without prior consent from the Customer. Furthermore, Supplier may use sub-suppliers to fulfil any or parts of these Terms.

13.2 The Customer may assign the rights under these Terms to a third-party in connection with a merger.

14. Force Majeure

14.1 Supplier shall not be liable towards the Customer for, lacking or delayed delivery caused by events outside of Supplier's control, anyway in the world, including fire, war and mobilization, warlike conditions, insurrection and civil disturbance, revolts and riots, natural disasters, unusual weather disturbances, other acts of God, raw material shortage, sudden changes in the demand for or the offering of materials/or components, lacking transport capacity, changes in import/export rules, changes in customs regulations or other governmental measures, strikes and lockouts, computer-virus and other, cybercrime, decisions or acts of any authority - national, municipal or

other circumstances beyond the control of the Supplier. In this case, the Supplier shall be entitled to postpone delivery, until such circumstance has ceased or, alternatively, at any time terminate the deliveries with immediate effect in whole or in part without being liable for damages.

- 14.2 The conditions in clause 14.1 persist for more than sixty (60) days, the Customer may terminate the deliveries with immediate effect in whole, however without the Supplier becoming liable for damages to the Customer.

15. Processing of personal data

- 15.1 When Supplier in the context of the provision of services, such as hosting, in association with the delivery of the Products to Customer processes personal data in a manner comprised by Regulation (EU) 2016/679 of the European Parliament and of the Council (the "Regulation"), a separate data processor agreement must be accepted.

16. Audit

- 16.1 You are at all times obliged to ensure that your use of our Products corresponds to these Terms, additional terms integrated in the Supplier products and your recurring payments.
- 16.2 You accept that if you are using a hosted server/service, we may validate and monitor your use of the Solution to the extent necessary for ensuring compliance with your rights granted under these Terms.
- 16.3 You accept that if you operate your own server this server will once each month generate an Audit report in order for us to service your maintenance agreement. You are not allowed to prohibit your server from sending the Audit Report to us, unless other means of timely delivery of the Audit Report have been explicitly agreed with Supplier in writing. If we do not receive the Audit Report once each month we may invoice you based on the last report we have received with an addition of 100 %
- 16.4 The audits shall allow Supplier to check that the usage corresponds to your agreement with Supplier, to ensure that Supplier receives the payments to which Supplier is entitled and furthermore to observe that the Products are used according to these Terms.
- 16.5 If we do not receive the report mentioned in 16.3 once a month or if the report is delayed numerous times you shall allow Supplier access to on-site

audit in order for Supplier to ensure that the usage corresponds to your agreement with Supplier, to ensure that Supplier receives the payments to which the Company is entitled and further to observe that the Solution is used according to these Terms. Supplier may only conduct one audit every twelve (12) month unless Supplier can show that you deliberately obstruct sending out the monthly report. When conducting the on-site audit Supplier shall observe any reasonable on-site rules and regulations.

16.6 Customer shall at your own cost assist Supplier in performing any such audits and shall, at Supplier's request, perform any measurement of the utilization and installations requested by Supplier and report the result of such measurements to Supplier without undue delay.

16.7 If your usage of the Supplier Solution exceeds the agreed usage, or if Supplier can otherwise demonstrate that additional fees are due, then Supplier is entitled to invoice you in accordance with Supplier's general price list. Supplier's right to such payments shall not lapse even if Supplier does not claim the payments upon the audit but only at a later date.

16.8 Nothing in the above shall restrict Supplier from exercising any other remedies, including without limitation the right to terminate the User's right of use of the Supplier Solution.

17. Security Audit

17.1 Your internal and external auditors have free access to make duly notified (a minimum notice of 4 weeks shall apply) security audits at Supplier's premises.

17.2 Time spent by Supplier and its partners in connection with such a security audit is invoiced to the you.

18. Governing law and disputes

18.1 The United Nations Convention for the International Sale of Goods shall not apply to the Terms.

18.2 The Terms shall be governed by and construed in accordance with Danish law. Any dispute or claim arising from or in connection with the Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration (Danish Arbitration).

18.3 Notwithstanding the above, the Supplier shall at its sole discretion be entitled to initiate proceedings against the Customer in a court of Supplier's choice including without limitation in case of non-payment by the Customer or Customer's infringement of the Supplier's intellectual property rights.

---oooOooo---