

General Terms and Conditions for Cloud Services

The following terms and conditions for cloud services ("General terms and Conditions") apply to OcuCloud International ApS' provision of cloud computing services (the "Deliverables") unless otherwise agreed in writing between OcuCloud International ApS, company reg. no. (CVR no.) 40979964, and its group companies ("OcuCloud International ApS") and the Customer, regardless of the Customer's country of residence and provided that the Customer engages in commercial activities. All transactions are considered to be made between merchants. OcuCloud International ApS reserves the right to modify these General Terms and Conditions at any time subject to one month's notice.

1. Deliverables

1.1. The Deliverables to be delivered by OcuCloud International ApS may consist of Infrastructure as a Service (IaaS), and Software as a Service (SaaS) and any combinations thereof as well as any related services provided.

1.2. The Deliverables will be further specified when an order is placed and will appear from the order confirmation, a specific agreement or similar acceptance of agreement.

2. Contractual basis

2.1. Regardless of order method, the Customer accepts these General Terms and Conditions when placing an order.

2.2. An order will become binding on the Customer when placed or when the Deliverables are put into use. A placed order cannot be cancelled unless otherwise agreed in writing.

2.3. A placed order will not become binding on OcuCloud International ApS until the Customer has received a written order confirmation or at the time of delivery. An order will be executed at the price applicable when OcuCloud International ApS' order confirmation is issued. If the order confirmation deviates from the Customer's order, the Customer must inform OcuCloud International ApS of such deviation within 8 days. If not, the order confirmation will apply.

2.4. Quotations made by OcuCloud International ApS will only be binding on OcuCloud International ApS if conforming acceptance is received by OcuCloud International ApS within 8 days after such quotation was made to the Customer.

3. Prices

3.1. All prices are in DKK or EUR and are exclusive of VAT, but inclusive of all other indirect taxes. In case of changes to or the introduction or abolition of indirect taxes, prices will be adjusted by the economic net consequence thereof to ensure that OcuCloud International ApS' position remains unchanged.

3.2. Deliverables are invoiced monthly with at least 3 months prepayment unless otherwise agreed in writing.

3.3. Invoiced fees consist of (i) a lump sum fee for additional services and the establishment of access to the Deliverables; (ii) a monthly operating fee covering the Customer's subscription.

3.4. OcuCloud International ApS reserves the right to adjust prices and fees at one month's notice.

4. Payment

4.1. The due date shall commence upon delivery, unless otherwise agreed. If the Customer's means of payment is not accepted, the order will not be executed, and the order will be considered as not accepted by OcuCloud International ApS.

4.2. In case of the Customer's late payment, interest at a rate of 1.8% per month or fraction of a month will be added to the amount owing as from the due date. Moreover, OcuCloud International ApS will be entitled to request payment of a fixed amount of DKK 300.00 to compensate for late payment as well as other collection expenses.

4.3. In case of the Customer's late payment, OcuCloud International ApS will also be entitled to suspend the Customer's use of the Deliverables temporarily. The Customer will then be excluded from using the Deliverables until the full payment has been received.

4.4. The Customer's obligation to pay on the due date stands regardless of whether the Customer has given notice of defects. The Customer is not entitled to any set-off. If the parties have entered into an agreement on instalment payments, and the Customer has failed to pay an installment in full or in part, the full amount owing will fall due for immediate payment.

5. Termination with notice

5.1. The parties are entitled to terminate the agreement in full or in part by giving at least one month's notice to expire on the last day of a month. The agreement must be terminated online or by email, stating the products and/or Deliverables affected.

5.2. As from the last day of the notice period, OcuCloud International ApS will be entitled to delete all data relating to the Deliverables.

5.3. As regards prepaid Deliverables, the parties are not entitled to terminate the agreement on the delivery of Deliverables for the period and the Deliverables covered by the prepayment (the "Period of Non-terminability"). If the agreement is terminated under clause 5.1, such prepaid amounts will therefore not be repaid, and the agreement will only be considered terminated on the last day of the Period of Non-terminability.

6. Defects, notice of defects and support

6.1. If the Customer discovers or should have discovered defects in the Deliverables, the Customer must give notice of such defects immediately.

Notice of defects must be given by contacting OcuCloud International ApS' Service Desk. Notice of defects given to others than the Service Desk will not be processed.

6.2. By putting the Deliverables into use, the Customer accepts that OcuCloud International ApS' Service Desk is entitled to provide service and support, including by using the Customer's data for preventive troubleshooting and discovery and remedying of any defects discovered. In that connection, the use of the Customer's data may include, on a non-exhaustive basis, the transfer, storage and other processing thereof.

7. Customer's use and suspension of use

7.1. OcuCloud International ApS reserves the right to suspend the Customer's use temporarily if (i) the Customer's use of the Deliverables has an extreme or unusual negative impact on the systems of OcuCloud International ApS or OcuCloud International ApS' sub-contractors which directly or indirectly affect OcuCloud International ApS or OcuCloud International ApS' other customers; (ii) in any other way, the Customer transfers any form of material which is capable of harming the IT environment of OcuCloud International ApS or OcuCloud International ApS' sub-contractors or the Deliverables; (iii) on a reasonable basis, it is considered necessary in order to prevent unauthorized access to data; or (iv) the Customer fails to meet the requirements for the Customer's use of the Deliverables under these General Terms and Conditions.

7.2. In order to determine the extent to which the negative impact set out in clause 7.1(i) is attributable to viruses, hackers or defects, the Customer must, at OcuCloud International ApS' request, provide information on the Customer's consumption pattern. On the basis of the information provided, OcuCloud International ApS will be entitled to demand that consumption must be reduced. If the Customer fails to comply with such request, OcuCloud International ApS will be entitled to suspend the Customer's access to the Deliverables.

7.3. OcuCloud International ApS reserves the right to request payment of an additional traffic consumption fee in case of extreme or unusual abuse of the Deliverables.

8. Customer's use and breach of contract

8.1. The Customer must observe all guidelines provided, including written as well as oral instructions. Unless otherwise agreed in writing, the Customer is also responsible for backing up data to an adequate extent and taking measures against unintended loss of data.

8.2. The Customer is not entitled to use the Deliverables, including, but not limited to, servers and storage media (i) for the collection, registration, storage, processing or manipulation of data in violation of Danish legislation; (ii) for the collection of unlawful data, including the redirection to unlawful links; (iii) to obtain unauthorized access to systems; and (iv) in violation of Danish legislation in force from time to time and any rules and regulations issued in pursuance thereof.

8.3. Any non-compliance on the part of the Customer of its obligations under these General Terms and Conditions will be considered a material breach of contract, entitling OcuCloud International ApS to terminate the agreement with immediate effect in full or in part, at OcuCloud International ApS' discretion. In case of termination with immediate effect, the delivery of the Deliverables will be discontinued, including any connection to the Customer's data. The same applies if the Customer commits a criminal offence, regardless of the country whose laws have been violated. OcuCloud International ApS is entitled to invoice the Customer for the use preceding such termination and for which the Customer has not yet paid.

8.4. OcuCloud International ApS will decide whether the Customer is in breach of its obligations.

9. Intellectual property rights

9.1. The Customer undertakes not to use the Deliverables in a manner infringing third party rights.

9.2. Any material, data and know-how disclosed by the Customer to OcuCloud International ApS as part of the performance of the agreement may only be used by OcuCloud International ApS to deliver the Deliverables.

9.3. Any equipment or software made available by OcuCloud International ApS as part of the delivery of the Deliverables will remain OcuCloud International ApS' property. OcuCloud International ApS will retain all rights in software, licenses, equipment, inventions, improvements or further developments, know-how, etc. developed or used by OcuCloud International ApS to deliver the Deliverables.

9.4. Any equipment and software licenses acquired by the Customer will remain the Customer's property, taking into account the terms of ownership, right of use and license applying to each product. The Customer is responsible for the use of such products. This will apply regardless of whether the software is stored using the server capacity made available by OcuCloud International ApS as part of the Deliverables.

9.5. Any data which are stored using the server capacity made available by OcuCloud International ApS as part of the Deliverables will remain the Customer's property. The Customer may request at any time that such data be handed over or deleted against payment of hours spent; see OcuCloud International ApS' hourly rates in force from time to time for copying and handing over or transferring data on a suitable medium. If data are stored by one of OcuCloud International ApS' subcontractors, OcuCloud International ApS will be subject to the restrictions applicable to the sub-contractor's access to and copying and deletion of data; but see clause 5.2.

10. Licenses

10.1. Any license acquired as part of the delivery of the Deliverables will remain OcuCloud International ApS' or the sub-contractor's property. If the licensed software is installed on the Customer's own equipment, the Customer will be responsible for uninstalling the licensed software after termination of the agreement and the expiry of OcuCloud International ApS' licenses.

10.2. To the extent that third party software is part of the Deliverables (e.g. Microsoft Azure), the Customer will be obligated to OcuCloud International ApS and any third party to accept and comply with the license terms applicable to such software from time to time. The Customer's obligation applies regardless of whether a license to the software being part of the Deliverables delivered by OcuCloud International ApS (i) has been obtained by OcuCloud International ApS to the effect that the Customer derives its limited right from OcuCloud International ApS; or (ii) has been obtained directly by the Customer.

10.3. If the Customer uses third party software together with the Deliverables, OcuCloud International ApS will not be liable for the functionality of such software or its use in relation to the Deliverables regardless of whether the third-party software was sold to the Customer by OcuCloud International ApS under a separate agreement. The license terms of any third parties may be disclosed by OcuCloud International ApS at the Customer's request if the software has been

licensed to OcuCloud International ApS. OcuCloud International ApS is not liable for any changes to the license terms to be complied with by the Customer at any time.

10.4. If, as part of the Deliverables and at the Customer's request, OcuCloud International ApS installs third party software for the Customer's use, the Customer will guarantee that it has the necessary rights in such software.

11. Limited availability

11.1. OcuCloud International ApS is not liable for any indirect losses, including any loss of profit, loss of goodwill, any failure to obtain or reach economic benefits and objectives, any loss of production, loss or distortion of data, any loss suffered because OcuCloud International ApS' deliveries cannot be used as assumed, any loss relating to unauthorized persons' access to data and systems or any loss suffered due to the lapse or breach of a third party agreement. OcuCloud International ApS' liability in damages only extends to losses inflicted with gross negligence.

11.2. The amount of OcuCloud International ApS' liability for any loss cannot exceed an amount equaling three months' payment for the Deliverables on which the claim is based, provided that the agreement has run for at least three months. If the agreement has run for less than three months, OcuCloud International ApS' liability will be limited to the amount actually paid.

11.3. Any claims due to defective Deliverables delivered in full or in part by a subcontractor cannot be raised against OcuCloud International ApS.

11.4. As regards Deliverables delivered by a sub-contractor, the obligations and liability of OcuCloud International ApS as an intermediary, including, but not limited to, warranties, are limited to the obligations and liability offered by the sub-contractor and specified in the subcontractor's terms and conditions.

11.5. OcuCloud International ApS excludes any and all liability in respect of warranties, both explicit and implicit, including, but not limited to, implicit warranties for merchantability and fitness for any particular purpose.

11.6. The Customer is responsible for ensuring that the use of the Deliverables does not violate current Danish legislation. The Customer must indemnify OcuCloud International ApS in every respect if claims are raised by third parties as a result of the Customer's unlawful or infringing activities. OcuCloud International ApS exercises no control whatsoever of the Customer's use of the Deliverables.

12. Assignment

12.1. OcuCloud International ApS is entitled to assign its rights and obligations to a group company.

12.2. OcuCloud International ApS' assignment of its rights and obligations to third parties is subject to the Customer's prior written consent. Such consent may not be withheld without a valid reason. Notwithstanding the provision of clause 12.2, the first sentence, OcuCloud International ApS is entitled to assign its rights and obligations in connection with a merger, business transfer, reorganization or similar changes regardless of the form thereof, e.g. by an asset or share transfer.

13. Geographical location of data

13.1. At the time when the Customer places its order, OcuCloud International ApS may confirm that the Customer's data will be stored only on (i) servers in the EU or (ii) in a safe third country at the Customer's request.

13.2. Special terms on geographical location may apply to specific Deliverables, and such terms will always take precedence over the Customer's choice of data location.

13.3. By ordering such special Deliverables, the Customer accepts that data may be transferred to OcuCloud International ApS' sub-contractors and the partners of such sub-contractors as well as the data centers and storage facilities of such sub-contractors located in countries outside the Customer's country of residence and the EU/EEA. Such transfers include the transfer of data to data centers and storage facilities located in the USA in accordance with current law.

13.4. By ordering such special Deliverables, the Customer confirms to have performed a risk analysis of the data protection and safety measures offered by OcuCloud International ApS and OcuCloud International ApS' sub-contractors in respect of the Customer's data and any personal data included therein.

14. Operation, SLA, and maintenance

14.1. If the parties enter into a separate agreement on the provision of additional services such as e.g. operation and monitoring, such an agreement must include a service specification made by OcuCloud International ApS. The provision of services must comply with best IT practices and the SLA and functionalities stated in the relevant service specification. OcuCloud International ApS guarantees full resource availability only for dedicated resources and thus not for non-dedicated resources.

14.2. As regards Deliverables delivered from OcuCloud International ApS' own data center, OcuCloud International ApS reserves the right to regular maintenance of its IT environment. If necessary, maintenance affects the accessibility of a Deliverable, the Customer must be notified at reasonable notice.

15. Information

15.1. When placing an order, the Customer must state its address, company registration number (CVR number), telephone number and email address.

15.2. The Customer must ensure that the information and data required for placing orders and amending the agreement are correct and adequate at all times.

15.3. OcuCloud International ApS is not liable for any defects or irregularities which are attributable to the Customer's provision of inadequate or incorrect information.

16. Confidentiality

16.1. OcuCloud International ApS must keep confidential all confidential information received about the Customer's business ("Customer Data") unless disclosure is required by law. If OcuCloud International ApS is contacted by a third-party requesting disclosure of Customer Data, OcuCloud International ApS will be entitled to request such third party to contact the Customer directly, providing the Customer's contact information at the same time. In case of any disclosure of Customer Data to a third party, OcuCloud International ApS will inform the Customer immediately, sending a copy of the third party's request for disclosure, unless OcuCloud International ApS is prevented by law from doing so. If OcuCloud International ApS requests a third party to contact the Customer directly, the Customer must disclose such Customer Data to the third party unless, in the Customer's opinion, the third party is unauthorized to receive such data.

16.2. The parties are entitled to mention the conclusion of the agreement to third parties for marketing purposes. All other marketing initiatives are subject to the other party's written consent and may only be performed until such consent is withdrawn.

17. Data protection

17.1 OcuCloud International ApS must implement the appropriate technical and organizational security measures required to protect data against accidental or unlawful destruction, loss or deterioration and against unauthorized disclosure, abuse or other processing in violation of GDPR Protection Act.

17.2. At the Customer's request, OcuCloud International ApS must provide the Customer with adequate information to allow it to verify that such technical and organizational security measures have been implemented.

18. Use of sub-contractors

18.1. OcuCloud International ApS is entitled to use sub-contractors for the delivery of the Deliverables and, for example, disclose Customer Data to such sub-contractors to the effect that the subcontractor in question becomes the sub-contracting data processor. OcuCloud International ApS warrants that the sub-contractor is subject to the same contractual obligations as OcuCloud International ApS and that, in situations where OcuCloud International ApS or a sub-contractor is the data processor, OcuCloud International ApS or the sub-contractor will act only in accordance with the instructions of the Customer, which will remain the data controller.

18.2. At the Customer's request, OcuCloud International ApS must disclose the identity of the sub-contractors used in connection with the delivery of the Deliverables. OcuCloud International ApS must ensure that the persons being authorized to access the Customer's confidential information are subject to the same duty of confidentiality as OcuCloud International ApS under these General Terms and Conditions. This applies regardless of whether such persons are employed by OcuCloud International ApS or a sub-contractor.

19. Force Majeure

19.1. Neither party will be liable for events which are beyond the party's control and which the party should not have taken into account when signing the agreement and should not have avoided or overcome (a "Force Majeure Event").

19.2. Force Majeure Events include, but are not limited to:

- Unusual weather conditions and natural disasters;
- War and military mobilization, civil unrest and similar situations as well as terrorist attacks;
- General strikes and lockouts;
- Fire, non-availability of means of transport and currency restrictions;
- Computer viruses, hacker attacks and attacks on IT systems from the outside;
- Import and export restrictions.

19.3. The parties may only rely on force majeure for the number of working days affected by the Force Majeure Event.

19.4. In case of a Force Majeure Event, OcuCloud International ApS may decide to defer delivery until the Force Majeure Event preventing delivery has ceased to exist or to cancel the agreement in full or in part without compensation.

20. Interpretation

20.1. Certain contract types may be subject to additional terms and conditions which will take precedence in case of any deviation from these General Terms and Conditions. In case of any discrepancy between these General Terms and Conditions and the Customer's general terms and conditions, these General Terms and Conditions will apply unless otherwise agreed.

20.2. Unless otherwise agreed in writing, these General Terms and Conditions constitute the entire agreement concerning the Deliverables and replace all prior agreements between the parties.

21. Disputes, governing law and jurisdiction

21.1. Any dispute concerning these General Terms and Conditions must be settled in accordance with Danish law, however except for Danish international private law. If the Customer decides to commence legal proceedings against OcuCloud International ApS, such proceedings must be commenced before OcuCloud International ApS' home court. If OcuCloud International ApS decides to commence legal proceedings against the Customer, such proceedings must be commenced before OcuCloud International ApS' home court or the Customer's home court, at OcuCloud International ApS' discretion.