

# General Conditions

## 1. Definitions

In these Terms and Conditions, except to the extent expressly provided otherwise:

**"Agreement"** means the contract between the parties incorporating these Terms and Conditions, and any amendments to that contract from time to time.

**"Affiliate"** means an entity that Controls, is Controlled by, or is under common Control with the relevant entity.

**"Application Services"** means all features and functionalities, including websites and user interfaces, as well as all content and software applications, associated with Dnp Visiosign's digital signage platform.

**"Business Day"** means any weekday other than a bank or public holiday in Denmark.

**"Control"** means the legal power to control, either directly or indirectly, the management of an entity (and **"Controlled"** should be construed accordingly).

**"Confidential Information"** means any information which according to law or normal standards is considered to be of confidential nature, concerning the business or affairs of either Party or of any member of its group, including information relating to a Party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers.

**"Customer"** means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

**"Dnp Visiosign"** means dnp denmark as.

**"Documentation"** means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer.

**"Effective Date"** means the date upon which the Customer accepts this Agreement by accepting an Order Form, by using the Services, the date upon which the Provider sends to the Customer an order confirmation or by expressing their consent otherwise.

**"Force Majeure Event"** means an event, or a series of related events, which is outside the reasonable control of the party affected (including failures of the internet or any public

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telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars).

**“Intellectual Property Rights”** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these “intellectual property rights” include copyright and related rights, database rights, Confidential Information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs).

**“Order”** or **“Order Form”** means the Dnp Visiosign approved form or online subscription process by which the Customer agrees to subscribe to the Subscriptions, purchase Professional Services and/or purchase hardware.

**“Professional Services”** means time- and/or material based service(s), purchased from Dnp Visiosign, based on the applicable quote or Order Form, excluding Subscription. Such Professional Services could for example be consultancy, project management, custom development, etc.

**“Services”** means collectively Application Services and Professional Services that are ordered by the Customer under an Order Form, online purchasing portal, provided to the Customer free of charge (as applicable) or under a free trial.

**“Subscriptions”** means Services provided on a subscription basis that the Customer or Customer’s Affiliates purchases under an Order Form. Such Subscription Services could for example be “Infoscreen Subscription” that gives access to the Application Services.

**“Subscription Term”** means the initial term of the Customer’s Subscription, as specified on the individual Order Form(s).

**“Term”** means the Subscription Term and each subsequent renewal term (if any).

# INTRODUCTION

## 1. APPLICABILITY

- 1.1. These Terms and Conditions ("**General Conditions**") establishes the contractual framework for the Customer's procurement of the Services and/or hardware set forth in the applicable Order Form from Dnp Visiosign, CVR number 12759444. The General Conditions apply to all sales and deliveries of hardware and Services by Dnp Visiosign to the Customer.
- 1.2. Dnp Visiosign and the Customer are hereinafter individually referred to as "**Party**" and jointly as "**Parties**".
- 1.3. These General Conditions including, without limitation, the applicable Order Form and order confirmation constitute the entire Agreement between the Parties.
- 1.4. These General Conditions apply in their entirety in the Agreement between the Parties unless otherwise agreed in writing.
- 1.5. In case of discrepancies between any provisions of these General Conditions and the provisions of any Order Form, the provisions of the Order Form shall prevail.
- 1.6. Some products and Services may have additional terms and conditions that the Customer will need to agree to in addition to this Agreement.

## 2. ACCEPTANCE

- 2.1. The Customer accepts the General Conditions at the earliest of the following; by signing the Order Form, by using the Services or by expressing the Customer's consent otherwise, whereafter the Agreement becomes binding and effective.
- 2.2. The individual entering into this Agreement on behalf of a company or other legal entity, represents that he or she has the authority to bind such entity and its Affiliates to this Agreement, in which case the term "Customer" shall refer to such entity and its Affiliates. If the individual accepting this Agreement does not have such authority, the acceptance and Agreement are considered void and Dnp Visiosign is thus not obliged to provide any Services or products.

# SPECIFIC CONDITIONS FOR PRODUCT DELIVERY

## 1. PRODUCT INFORMATION FROM DNP VISIOSIGN

- 1.1. Information in advertising materials, folders, installation guidelines, etc. on construction, materials, specifications, installation, and use of Dnp Visiosign's products are subject to change without notice.
- 1.2. The information in advertising materials, folders, installation guidelines, etc. is only binding on Dnp Visiosign if agreed in writing or confirmed by Dnp Visiosign, however Dnp Visiosign reserves the right to make changes hereto if this not to the disadvantage of the Customer.

## 2. PAYMENT

- 2.1. The Customer shall pay Dnp Visiosign in accordance with the price set out in the Order Form including applicable VAT and other taxes/charges.
- 2.2. Payment shall be made to the bank account designated in the Order Form or set out in the invoice.
- 2.3. The Customer shall pay invoices no later than the date stated in the invoice from Dnp Visiosign.
- 2.4. In case of late payment Dnp Visiosign is entitled to interest of 2 % on the overdue amount per running month from the due date. Unless otherwise agreed in writing, all deliveries will be made after Dnp Visiosign has received payment from the Customer.
- 2.5. The prices of the products include all taxes except for VAT, if applicable, and does not include shipping costs.

## 3. DELIVERY

- 3.1. All deliveries from Dnp Visiosign are EXW Incoterms 2020 unless other terms of delivery are agreed in writing. If so, the terms of delivery shall be interpreted and understood in accordance with the Incoterms applicable as of the date of the Agreement.

## 4. DELAY

- 4.1. The delivery date is specified in accordance with Dnp Visiosign's best estimate based on the conditions applying as of the date of the Agreement. Unless otherwise expressly agreed, a postponement of the specified delivery date with 20 Business Days from Dnp Visiosign shall in all respects be deemed to be timely delivery, and the Customer shall not be entitled to terminate the Agreement or invoke any breach of contract provisions.

- 4.2. If the Order includes several products confirmed for delivery at the same time, Dnp Visiosign shall be entitled to deliver products ready for delivery at the agreed time and to postpone delivery of other products subject to the Agreement against payment of the shipping costs associated with such additional delivery by Dnp Visiosign. In such event, the Customer shall not be entitled to terminate the Agreement or invoke any breach of contract provisions.
- 4.3. If Dnp Visiosign is prevented from fulfilling the Agreement, or if fulfilment of the Agreement would be unreasonably burdensome due to extraneous circumstances such as Force Majeure Events or missing/delayed deliveries from subcontractors attributable to such circumstances, the delivery time shall be postponed by the duration of the disturbance and neither Party shall be entitled to raise claims against each other. Dnp Visiosign will advise the Customer of changes to the delivery date without undue delay in accordance with the above provisions and as far as possible provide a new delivery date.

## 5. DEFECTS AND DEFICIENCIES

- 5.1. Immediately upon receipt of the delivery, the Customer is obliged to examine the delivery in accordance with normal business practices. If the Customer wishes to claim a defect or deficiency, Dnp Visiosign must be notified immediately in writing. The Customer shall otherwise forfeit any claim against Dnp Visiosign. Dnp Visiosign may rectify the deficiency by replacing product parts, repairing or redelivering. Shipping costs in connection with the return of the delivery to Dnp Visiosign will be refunded to the Customer if Dnp Visiosign can accept that the delivery was defective.
- 5.2. If defects or deficiencies have not been claimed against Dnp Visiosign within 12 months for electrical/mechanical products, and 6 months for all other products upon delivery, the Customer shall not be entitled to make a claim subsequently.
- 5.3. Dnp Visiosign shall not be liable for defects and deficiencies attributable to circumstances outside of Dnp Visiosign's control or of no concern to Dnp Visiosign, including:
- (i) Inadequate training of the Customer's personnel
  - (ii) Failure to observe Dnp Visiosign's instructions
  - (iii) Faults arising from normal use (ordinary wear and tear)
  - (iv) Damage arising during the transport of the delivery.

## 6. PRODUCT WARRANTY

- 6.1. Dnp Visiosign warrants the products against defects in material and workmanship under normal use in accordance with Dnp Visiosign's instructions on installation, use, maintenance, and repair, etc. Dnp Visiosign will for a period of 12 months on electrical/mechanical products, and 6 months on all other products calculated from the date of invoice make replacements, repair or redelivery of the parts with defects due to defective materials or workmanship, without extra costs for the Customer.

- 6.2. Replacement, repair, or redelivery is made by Dnp Visiosign after Dnp Visiosign's own choice, and the warranty hereof is valid for the remaining period of the original warranty period. To obtain the warranty service, the product serial number or other identification according to the Agreement must not be removed or defaced. Furthermore, this warranty does not apply to damages or defects caused by abnormal use, accidents, wear and tear, reckless use of the product, use of the product for other than intended purposes and/or use not complying with Dnp Visiosign's instructions on correct use, maintenance, handling, or installation.
- 6.3. Claims during the warranty period presuppose that the product is used in accordance with the current local technical or security standards, that no unauthorized or unapproved accessories have been used, and that no modifications and/or changes have been made to the products regardless of the reason and regardless whether the adjustment has been correctly made. Additionally, warranty claims are conditioned on no use of unauthorized software or virus and the warranty does not apply to damage caused by Force Majeure Events such as fires, floods etc.
- 6.4. The warranty only applies to the above stated product defects. The warranty does not cover financial losses, direct or indirect losses or consequential damages.

## 7. PRODUCT LIABILITY

- 7.1. Dnp Visiosign shall only be liable for product liability to the extent – and in addition to otherwise applicable requirements under governing law – that a defect is attributed to the product delivered and is a consequence of Dnp Visiosign's negligence. Dnp Visiosign's product liability shall further be limited in accordance with clause 2.1 of the general provisions below.

## 8. RETENTION OF TITLE

- 8.1. Title to products and articles etc. covered by the Agreement remains with Dnp Visiosign until the purchase price including costs and interest has been fully paid to Dnp Visiosign by the Customer.

# SPECIFIC CONDITIONS FOR SUBSCRIPTIONS AND PROFESSIONAL SERVICES

## 1. SCOPE OF SUBSCRIPTION

- 1.1. Unless stated otherwise in the applicable Order Form, Application Services and access to content are purchased as Subscription for the Term. The Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by the Company regarding future functionality or features.

## 2. SUBSCRIPTION TERM, RENEWAL AND ADDITION

### Terms of Subscription

- 2.1. The Customer's initial Subscription Term is twelve (12) months from the Start Date specified on the Order Form, unless otherwise specified in the applicable Order Form. Subscriptions will automatically renew unless either Party gives the other written notice of termination as described below in clause 2.3.
- 2.2. The Agreement is effective as of the Effective Date and remains in force during the initial Subscription Term.

### Automatic Renewal

- 2.3. Unless stated otherwise in the applicable Order Form, Subscriptions and the entire Agreement will automatically renew for an additional twelve (12) months at the end of the initial Subscription Term and on each subsequent renewal term, unless either Party gives the other written notice of its intent not to renew at least 90 days prior to the end of the Subscription Term. If notice of termination is not received 90 days before the renewal term the Subscriptions will be provided for the renewal term and any fees shall be paid by the Customer. Except as expressly provided in the applicable Order Form, renewal of any Subscriptions will be at the applicable price list in effect at the time of the applicable renewal. The Customer's notification of non-renewal must be sent to [finance@dnpviosign.com](mailto:finance@dnpviosign.com). Any such non-renewal shall be deemed to be a termination of the Agreement.

### Renewal Date

- 2.4. The renewal date will reflect the initial Start Date specified on the Order Form and can always be obtained by contacting Dnp Visiosign at [finance@dnpviosign.com](mailto:finance@dnpviosign.com).

### Additional Subscriptions

- 2.5. Subscriptions can be added during the Subscription Term at the same price as the underlying Subscriptions, prorated for the portion of that Subscription Term remaining at the time the Subscriptions are added, and any added Subscriptions will terminate on the same date as the underlying Subscriptions.

### 3. PAYMENT TERMS

3.1 The prices, features, and options of the Application Services depend on the Subscription selected by the Customer (including any usage or overage fees). Dnp Visiosign does not guarantee that the Customer's particular Subscription will be offered indefinitely. Dnp Visiosign reserves the right to change the prices, features, or options included in a particular Subscription without notice, provided that such changes shall not take effect until the renewal of the Customer's Subscription Term.

3.2 In case of late payment Dnp Visiosign is entitled to interest of 2 % on the overdue sum per running month from the due date.

### 4. TERMINATION

4.1 The Agreement can be terminated partially or completely for convenience in accordance with clause 2.3.

4.2 Dnp Visiosign does not refund any prepaid fees covering the remainder of the Term for any of the Services terminated by the Customer.

4.3 Notwithstanding clause 4.1 either Party may terminate the Agreement immediately by written notice in case material breach by the other Party.

#### Obligations on termination

4.4 On termination of the Agreement, each Party shall promptly and unconditionally, without regard to any dispute that may arise on such termination:

- (i) return to the other Party all equipment, materials and property belonging to the other Party that the other Party has supplied to it in connection with the supply of the Services under this Agreement,
- (ii) return to the other Party all documents and materials (and any copies) containing the other Party's Confidential Information and
- (iii) erase all the other Party's Confidential Information from its computer systems (to the extent possible).

### 5. USE OF SERVICES

#### Access

5.1 Subject to the Agreement, Dnp Visiosign grants to the Customer a limited, non-exclusive, revocable, non-transferable license to access and use the Services during the Term.

#### Content responsibility

5.2 Dnp Visiosign does not screen content uploaded to the platform but reserves the right (but not the obligation) to remove any content that violates the Agreement or otherwise violates third-parties' Intellectual Property Rights or any applicable laws in the jurisdictions Dnp Visiosign offer the Services and/or is represented. The Customer is responsible for all activity and content such as photos, images, videos, graphics, written



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content, audio files, code, information, or data uploaded, collected, generated, stored, displayed, distributed, transmitted or exhibited on or in connection with using the Services.

### **Dnp Visiosign's obligations**

5.3 When accepting this Agreements, Dnp Visiosign will:

5.3.1 Provide the Services to the Customer, in accordance with the information provided in the applicable Order Form, to use the Services and its content and materials to the applicable limits or maximums.

5.3.2 Make reasonable efforts to ensure that the Application Services will be online, usable, and accessible 99.5 % of the time ("**Uptime**") each month and prevent any disruptions to the Application Services. If any disruptions occur, Dnp Visiosign is committed to remedy the cause of the disruption with great haste and always makes reasonable efforts to promptly notify the Customer.

5.3.2.1 The following circumstances are excluded from the Uptime definition: (i) service work which is notified and agreed between the Parties outside of normal work time, (ii) Force Majeure Events, or (iii) the Customer's own circumstances that make it impossible to use Dnp Visiosign's Application Services or substantially complicates the provision of Application Services.

5.4 During the Term, Dnp Visiosign will provide support services during the support hours (between 09:00 - 16:00 on Business Days), provided that: where required, the Customer assists with investigating and ascertaining the cause of the fault and provides Dnp Visiosign with all necessary information relevant to the fault. All notices shall be submitted by using either online support forms, email to [support@Dnp Visiosign.com](mailto:support@Dnp Visiosign.com) or alternatively by phone on +45 3915 3321.

5.5 During the Term, Dnp Visiosign may use subcontractors to fulfill any obligations in relation to this Agreement. Such work will be covered by the guarantees and complaints procedures offered by the subcontractors to Dnp Visiosign. The Customer cannot claim any additional guarantees.

### **The Customer's Obligations**

5.6 Upon acceptance of this Agreement, the Customer will: (i) cooperate with Dnp Visiosign by providing such information and materials as Dnp Visiosign may reasonably require to provide the Services and ensure that such information is complete and accurate in all material respects and (ii) notify Dnp Visiosign of any unauthorized use of the Services, of which the Customer might become aware.

5.7 The Customer must not (and must not allow any third party to) directly or indirectly:

- (i) Rent, lease, copy, transfer, resell, sublicense, time-share, or otherwise provide access to the Services to a third party,
- (ii) Modify or create a derivative work of Dnp Visiosign's Application Service or any portion of it,
- (iii) Reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, or non-public APIs to Dnp Visiosign's Application Service, except to the extent expressly permitted by applicable law and then only with prior written notice to Dnp Visiosign,
- (iv) Break or circumvent any security measures of Dnp Visiosign's Services, or configure Dnp Visiosign's Application Service to avoid incurring fees or in any way disrupt the integrity, performance or security of the Services,
- (v) Exceed the usage limits specified in the Order Form without prior written notice to Dnp Visiosign and payment of the associated fees,
- (vi) Access the Application Services for the purpose of building a competitive product or service or copy its features or user interface,
- (vii) Use or permit the Services to be used for any illegal or misleading purpose, or any manner inconsistent with the Agreement,
- (viii) Collect, use, and disclose data that violates any third-party rights, including privacy, publicity rights and Intellectual Property Rights.

# GENERAL PROVISIONS FOR BOTH PRODUCTS AND SERVICES

## 1. INTELLECTUAL PROPERTY

- 1.1. A Party's ownership of, or any right, title or interest in any Intellectual Property Rights or an item which exists prior to the Effective Date (Pre-Existing Material) will not be altered, transferred or assigned by virtue of this Agreement.
- 1.2. The Customer agrees that Dnp Visiosign retains all rights, title and interest (including all Intellectual Property Rights) in and to the Application Services, and all related or underlying Documentation, technology, code, know-how, logos, templates, anything delivered as part of the support of other services, and any updates, modifications, or derivative works of any of the foregoing (all of which is deemed Dnp Visiosign's Confidential Information) and that Dnp Visiosign reserves any licenses not specifically granted in this Agreement.
- 1.3. The Application Service is offered as an online, hosted product. Accordingly, the Customer acknowledges and agrees that it has no right to obtain a copy of the software behind any of the Application Services and that Dnp Visiosign has sole discretion to make updates, bug fixes, modifications or improvements to the Application Services from time-to-time. Dnp Visiosign reserves the right to change or remove features of the Application Services from time to time. If any material alterations are made to the Application Services, Dnp Visiosign will provide the Customer with 20 Business Days' notice.
- 1.4. The Customer agrees that Dnp Visiosign may use the Customer's name and logo on Dnp Visiosign's websites and as a part of a general list of Dnp Visiosign's Customers for use and reference in corporate, promotional and marketing material.

## 2. LIMITATION OF LIABILITY

- 2.1. Dnp Visiosign shall be liable for damages arising out of or in connection with the products delivered and the use thereof according to the general rules of Danish law and regulations. Dnp Visiosign's liability for damages and loss arising from the products delivered shall be limited to DKK 15 million per incident. The Customer shall indemnify and hold Dnp Visiosign harmless from and against any claim from a third party in excess hereof.
- 2.2. Dnp Visiosign shall in no event be liable to the Customer or any other person for operating losses, loss of profits or other indirect losses.
- 2.3. The use of the Application Services is the sole responsibility of the Customer. The Application Services is supplied "as is" and may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

### 3. INDEMNIFICATION

3.1. The Customer will defend, indemnify, and hold Dnp Visiosign and including, without limitation, its Affiliates, officers, directors, employees, suppliers, consultants and agents harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of or related to:

- (i) the Customer's breach of this Agreement,
- (ii) the nature and content of any user content processed through the Services,
- (iii) any activity in which the Customer engages in, on or through the Services, and
- (iv) the Customer's violation of any law or the rights of a third party.

### 4. CONFIDENTIALITY

4.1. Each Party undertakes that it shall not at any time during this Agreement and for a period of five years after termination disclose to any person any Confidential Information disclosed to it by the other Party, except as permitted by clause 4.2.

4.2. Each party may disclose the other Party's Confidential Information:

- (i) to its employees and officers ("Representatives") who need to know such information for the purposes of carrying out the Party's obligations under this Agreement, provided that the disclosing Party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 4. The disclosing Party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and
- (ii) as may be required by law, court order or any governmental or regulatory authority.

4.3. Each Party shall put in effect such measures necessary, including technical and organizational safeguards to ensure that Confidential Information is kept in strict confidence.

4.4. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party or to be implied from this Agreement.

### 5. CHANGES TO CONDITIONS

5.1. Dnp Visiosign may occasionally make changes to the General Conditions. Dnp Visiosign aims to give notice within 15 Business Days in connection with any change to the General Conditions. Any usage of the Services after change to the General Conditions constitutes acceptance of the changed General Conditions. If material changes are made to the General Conditions, Dnp Visiosign will provide the Customer with notice as appropriate under the circumstances.

## 6. DISPUTES AND JURISDICTION.

- 6.1. The Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. The Agreement may not be amended except by written agreement signed by both Parties.
  
- 6.2. This Agreement is governed by and construed in accordance with Danish law and any dispute or claim arising out of or in connection with the Agreement, which cannot be settled amicably by the Parties, shall be resolved by arbitration in Copenhagen, Denmark, at the Danish Institute of Arbitration, "Det Danske Voldgiftsinstitut", in accordance with the rules for processing of cases and procedures as applicable and adopted by the Danish Institute of Arbitration at the time when such arbitration proceedings are commenced.