MANDATORY RIGHT-OF-USE/SERVICE FEE FOR MERCURA'S SOFTWARE

February 24, 2021

Definitions

- Mercura ApS, hereinafter **MERCURA** develops, sells and delivers software
- The purchaser of the right to use and/or subscription to software under this agreement is hereinafter referred to as **the customer**
- **Software** is all software with associated modules developed and distributed by MERCURA.
- This mandatory right-of-use/service fee agreement is also referred to as **the Service Subscription**.

1. Scope of the subscription

The subscription only applies to the customer who has a legal right of use to MERCURA's software in accordance with the right-of-use/service subscription entered into between MERCURA and the customer. The right to use the MERCURA software requires that the customer has accepted and paid for the service subscription.

The Software is provided as "software as a service" and is provided on an "as is" basis. By using the software, a non-exclusive access is obtained and in no case is the software or a copy thereof acquired. MERCURA bears no responsibility for whether the software meets the customer's requirements and wishes.

Updates to MERCURA's software will be released by MERCURA on an ongoing basis and will be available to the customer for download via the internet, just as there will be an ongoing update of user manuals and other documentation.

User's instructions can be found at the User's Manual.

The service subscription also includes access to MERCURA's hotline, which can be contacted by phone and email, where the customer can get advice and help regarding the use of the software. The MERCURA hotline aims to provide an initial response within 1 hour for critical issues, 4 hours for major issues, and 8 hours for minor issues.

2. Content of updates and frequency

MERCURA will endeavour, at MERCURA's own discretion, to maintain MERCURA's software on an ongoing basis, including correcting errors and inexpediencies as well as changing and updating software and associated databases and standards.

The further development and changes made by MERCURA will be based on the standard version of MERCURA's software, and it will therefore not always be possible to take into account special adaptations and changes in MERCURA's software made at the customer's request. This applies regardless of whether the changes/special adaptations have been made by MERCURA.

3. Fees, payment terms and termination

The service subscription is stated in the offer from MERCURA in force at any given time.

The fee is invoiced on an ongoing basis prior to 12-month periods (right-of-use/service period). The first period is counted from the time of delivery of the software.

When purchasing additional modules, the customer will be invoiced for the Service Subscription from the time of delivery until the end of the current service period.

If the Customer wishes to terminate this Service Subscription for a right-of-use/service period that has not yet commenced, termination must be made in writing to MERCURA no later than 14 days prior to the expiry of the current right-of-use/service period. Otherwise, an additional 12 months will be invoiced. An ongoing right of use and service period cannot be terminated by the customer, but only by MERCURA with 3 months' notice. Upon termination by the Client or MERCURA, the Service Subscription and the Client's right to use the Software shall expire. Upon termination of the agreement by MERCURA, any prepaid fee for the right-of-use/service subscription for the period after termination of the agreement will be refunded.

Invoices are due for payment 14 days after the invoice date, and if invoiced amounts are not paid by the due date, MERCURA is entitled to default interest of 1.5% per commenced month, without further demand. In the event of late payment, MERCURA will charge a reminder fee of DKK 100.00 per time. If the invoice is not paid by the due date, MERCURA is also entitled to withhold all future updates, etc., for unpaid periods without notice, and to remove the right of use and access to the software until payment has been received. A violation of this is considered a material breach of the service subscription.

The Service Subscription is the applicable fee set by MERCURA at any given time.

MERCURA may adjust the Service Subscription every year in October, however, so that the new fee is only applicable to the coming calendar year. The current fee is stated in the invoice, and the current fee can always be stated by contacting MERCURA.

4. Data protection

MERCURA stores and processes data on behalf of the customer.

MERCURA uses a third-party hosting company to store the customer's data and make the software available on behalf of MERCURA.

Only the customer and its partners through data sharing have access to the data generated by the customer.

Customer is obliged to keep the username and password of the Software secret from any unauthorized user or third party.

5. Private information and its protection

Please see the privacy policy on the website, which describes the collection and use of information.

6. Assignment

The Customer may not assign any rights and obligations under this Agreement to any third party.

MERCURA may assign rights and obligations under this Agreement in whole or in part to third parties without the Client's prior consent.

7. Operational stability

Mercura strives for the highest possible operational stability, but disclaims liability for breakdowns or operational disruptions, including disturbances caused by factors beyond Mercura's control. This includes, but is not limited to, power failures, equipment failures, Internet connections, telecommunications connections, or the like. The Software is provided "as is" and Mercura disclaims any warranty, guarantee, warranty, claim or other terms, both express and implied.

In the event of breakdowns or disruptions, Mercura strives to restore normal operations as soon as possible.

Scheduled interruptions will preferably take place outside normal working hours between 08:00 and 16:00 CET. If it is necessary to interrupt access to the Software outside of this period, Mercura will give prior notice to the extent possible.

8. Liability

MERCURA shall under no circumstances be liable for any direct or indirect loss or consequential damage, e.g. loss of expected earnings, expected support or payments in general, loss of profit, goodwill, or damage to the customer's other data or databases, or loss of any other type of business interruption that may arise from the use of the software or from errors or omissions in the software. MERCURA can in no case be held liable for the acts or omissions of subcontractors, and MERCURA is free to engage subcontractors for any work. MERCURA uses subcontractors for hosting the software, among other things.

A number of functions and calculations in the software are linked to legislation, rules and guidelines in the relevant areas. MERCURA only occasionally and at its own discretion acquaints itself with these rules, and any use of calculations, recommendations and indications in the MERCURA software is therefore solely at the customer's responsibility and without liability on the part of MERCURA. In this regard, it should be noted that the software and its functions do not necessarily support all the calculations required by law.

It is therefore recommended that the customer always professionally assesses calculations, etc., before decisions are made on the basis of these.

In any event, MERCURA's total liability for loss and damage cannot exceed the amount paid in the Service Subscription for that software in the last 24 months.

The above disclaimer also applies to product liability, provided that mandatory statutory provisions do not prevent such a disclaimer.

MERCURA is not responsible for errors and defects to the extent that these are caused by external factors, including other software or products. Furthermore, MERCURA is not responsible for the integration of or interaction between the software and the customer's own equipment and software environment.

MERCURA assumes no responsibility for the compatibility of the software with new versions, updates, etc. of third-party software.

In connection with the implementation of new versions, updates, patches, etc., cf. this service subscription, MERCURA assumes no responsibility for the Customer being able to fully exploit changes in the software's program logic or parts thereof that the Customer has made or caused to be made.

MERCURA does not guarantee backward-out compatibility between new versions, updates, etc., or their functionality, including effects on customizations.

9. Intellectual Property Rights

MERCURA holds all rights to the software, including all copyrights, trademark rights and other intellectual property rights. Any violation of MERCURA's rights shall be deemed a material breach of this Service Subscription.

10. Governing Law and Jurisdiction

Any dispute or cause of action arising out of these Terms and the Customer's use of the Software shall be brought in the courts of Aarhus as the place of domicile. The dispute is settled by applying Danish law.

By purchasing software from MERCURA, by installing software from MERCURA and by continuously paying the service subscription amount to MERCURA APS, you agree to the above conditions.