



HOSTING TERMS AND CONDITIONS

10th REVISION JANUARY 2019

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ABOUT COMPUSOFT HOSTING CENTER

CompuSoft Hosting Center offers hosted solutions providing great security and availability. Our certified personnel tailors the solution to encompass the requirements and wishes from you and your enterprise.

When you choose a hosted solution, your enterprise eliminates the need for maintaining technical operations. Besides technical operations, CompuSoft Hosting Center handles software updates to ensure that the latest, most robust, and best performing software versions are installed as well as making sure that data backup, integrity and security are up and running. Furthermore, included in the annual expenses are service of hosting equipment, software maintenance, server rack rental, complete backup services and complete update service.

COMPUSOFT HOSTING CENTER OFFERS

- ✓ Automatic software and data backup.
- ✓ Efficient support with minimal case delay and waiting times since data is easily accessible to CompuSoft technicians.
- ✓ Always the latest server hardware and software seamlessly optimized for your system. That means no worries about server investments and maintenance of hardware / software.
- ✓ Continuous status monitoring 24 / 7 / 365.
- ✓ Your applications and systems can be accessed from any place in the world via CompuSoft Hosting Center Online. This means that you or your personnel on duty can administer your business wherever you are.

COMPUSOFT COMPLETE SECURITY COVERAGE

CompuSoft Hosting Center provides the highest level of security of operation and data.

Redundant servers

All hosting happens on redundant servers. In case of server failure, a true replica can be put into operation at a short notice.

Redundant fiber connections

We always guarantee surplus capacity of our redundant fiber connections to the internet. This guarantees lightning fast response times.

Backup

All servers are continuously backed up. Backups are stored in multiple generations.

Constant temperature correction

Our web hotel operates in CompuSoft's redundant data center, which is equipped with automatic cooling systems and surveillance devices. If temperatures should exceed recommended metrics, our technicians on duty are automatically alerted.

Surveillance 24 / 7 / 365

Our servers are constantly secured by surveillance cameras that detect motion and alert key personnel in case of intrusion.

Security

Access to systems and data is only possible via authorized access through CompuSoft's firewall.

BILLING / CONTRACT RENEWAL

Billing takes place annually one year ahead (12 months). Invoices are sent via e-mail or alternatively via OIOUBL (eInvoice).

If the contract is not denounced no later than 6 months before expiration of a billing period, it is regarded as an automatic renewal of the subscription for another 12 months.

Use of support is billed on an ongoing basis. Invoices fall due 8 days after the invoice date. Payments completed later than this are charged interest on overdue payment of 6% per initiated month.

All prices are shown in Danish kroner ex. VAT.

By non-compliance of the agreement, access to hosting services is discontinued without warning.

EXTENT OF THE HOSTING SUBSCRIPTION

The extent of the subscription is agreed upon individually, and appears in the final order confirmation.

THE OBLIGATIONS OF CUSTOMERS

The customer is obligated to store and apply usernames and passwords in a secure way, and the customer is responsible for third party use of unauthorized intrusion.

The customer is obligated to comply with Danish legislation, e.g. regulations for bona fide and established practices of the trade, and regulations for access to and protection of sensitive personal data.

The customer shall not upload illegal or offensive media / material / data to servers provided by this agreement.

The customer shall not exceed the server storage capacity, which has been agreed upon between the customer and CompuSoft within the extent of the subscription. The extent of the subscription can be renegotiated in case the customer wishes to increase server storage capacity.

The customer shall not execute other applications than those provided by CompuSoft.

The customer is responsible for maintenance of his/her own IT system. If the customer wishes to employ CompuSoft Support on the customer's own IT systems, CompuSoft is entitled to bill for said support.

Unless an individual agreement with CompuSoft has been signed, it is not allowed to perform streaming from the hosted solution.

DATA OWNERSHIP

The customer owns his/her own data in the system. When an agreement expires because of subscription termination or abuse, it is the sole responsibility of the customer to extract data for the purpose of customer's own storage.

CompuSoft Hosting Center performs daily backups, which can be reestablished against payment for used consultant hours. Customer data will be deleted 3 months after end of subscription.

THE OBLIGATIONS OF SUPPLIER

The supplier agrees to a non-disclosure relationship between supplier and the customer involving all information, which the supplier has obtained related to the customer. The supplier is responsible for said information is not forwarded to or used for other purposes than what has been agreed upon or what naturally follows of what has been agreed upon.

OPERATION STABILITY

The supplier is not responsible for technical issues. The supplier takes reservations for errors caused by external suppliers. The supplier does not grant any guarantee of operation stability including up-time guarantee, communications guarantee, etc., however commits itself to deliver the best possible services, see also "CompuSoft Complete Security Coverage", page 3.

The supplier is entitled, after reasonable warning, to perform necessary interruptions for possible updates and maintenance related operations. Interruptions will be conducted at the most convenient times to avoid unnecessary inconveniences for system users and end users.

The supplier does not provide compensation for lost data, lost earnings and other direct or indirect losses. Only in the case where an error evidently falls to and results from the supplier may the supplier be requested to provide compensation – and in such case, a maximum amount of 100 % of the price of the continued operations in the time of error can be compensated.

If the customer's IT solution is completely or partially out of order as a consequence of errors by the supplier for more than 10 consecutive days, the customer is entitled to terminate the hosting agreement.

SUPPORT

The supplier provides support to the services and products that are within the extent of the subscription. The supplier take reservations to charge extra fees if support is considered to be outside of the extent of the subscription.

In case the customer's IT and/or hosting solution is completely or partially out of order, and this is a consequence of errors by the supplier, the customer may describe the issue(s) as well as related technical circumstances to the supplier either by creating a case in the Helpdesk system or by calling CompuSoft 24/7 support +45 63 18 63 18.

In case the supplier concludes the error to be caused by the customer's circumstances or circumstances, which the customer holds responsibility to, the used consultant hours are billed to the customer according to the supplier's valid price list and terms.

MODIFICATION OF AGREEMENT

Modification of other agreement terms than price structure must be announced at least 5 months before the effective date.

CompuSoft takes reservations to perform ordinary changes of prices or terms in connection with the agreement without warning. Please note, CompuSoft will announce significant price and terms modifications no later than 40 days before the renewal of the agreement period.

CUSTOMER CANCELLATION

If the customer wishes to cancel the agreement with the supplier and the customer is entitled to do so, it must happen in writing no later than 180 days before the renewal of the subscription period.

ABUSE

In case the hosting agreement is violated, e.g. by payment overdue, CompuSoft takes reservations to cancel all hosted services without further warning. A resumption of previous services is only possible when all due payments have been paid to the supplier.

In case the customer significantly abuses the agreement the supplier is entitled to terminate the hosting agreement. A payment overdue by more than 8 days is considered a significant violation of the agreement.

After a possible termination of the agreement by the supplier, the supplier can continue to charge payment for hosting services until the customer ends the agreement.

LIMIT OF RESPONSIBILITY

Under no circumstances the supplier can be hold responsible for indirect losses including, but not limited to, operational losses, lost earnings, lost data, data reestablishment, lost goodwill, expenses to third party intervention as well as collateral damage in general.

FORCE MAJEURE

CompuSoft is not to be held responsible in case the company or sub-suppliers are affected by force majeure or likewise.

APPLICABLE LAW AND VENUE

Any disagreement or dispute caused by this agreement shall be treated in accordance with Danish legislation and must be filed at the court of Odense, Denmark.

END OF DOCUMENT