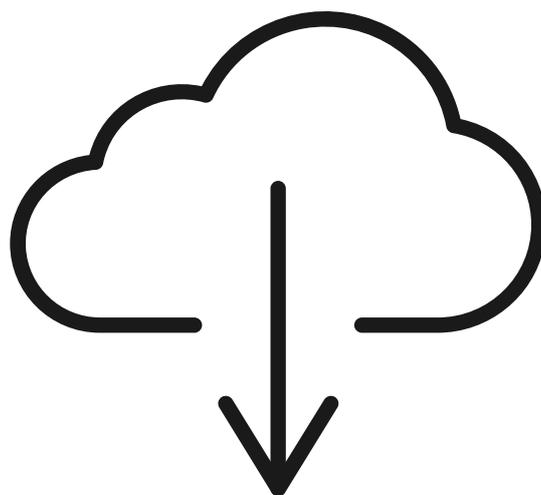




# HOSTING TERMS

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# HOSTING TERMS

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## **ABOUT COMPUSOFT HOSTING CENTER**

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The CompuSoft Hosting Center offers hosted solutions with high security and availability. Our certified personnel tailor the solution to meet the needs of your company.

When choosing a hosted solution, your company avoids spending time on the technical operation and maintenance of the hosted system. In addition to operation and maintenance, the CompuSoft Hosting Center also handles updates to the latest program versions and backup. On hosting, the annual cost also includes the operation and maintenance of software, rental of server spaces, full back up services and full update service.

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## **COMPUSOFT HOSTING CENTER OFFERS**

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- Automatic software and data backup.
- Efficient support as all the data is easily accessible to The Supplier's technicians.
- Always the latest server hardware and software optimized for your system. I.e., no worries about investment and maintenance of hardware/software.
- Daily monitoring of operations 24/7/365
- Your applications and systems can be accessed online throughout the world via the CompuSoft Hosting Center. This means that your business can be cared for/monitored remotely or, if necessary, by security personnel.

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## **COMPUSOFT COMPLETE SECURITY COVERAGE**

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

## **Redundant servers**

All hosting takes place on redundant servers. In the event of a server crash, a mirrored server can be deployed within a period of 10 minutes to 3 hours, depending on the extent of the solution.

## **Redundant fiber connections**

We always guarantee over-capacity on our redundant fiber connections to the Internet. This ensures an extra fast internet connection and response time.

## **Backup**

All servers will be backed up on an ongoing basis. The backup copies are stored for multiple generations.

## **Constant temperature correction**

Our web hotel operates in The Supplier's redundant data center, which has installed cooling units with automatic and constant monitoring of the temperature.

If temperatures should exceed recommended metrics, our technicians are automatically alerted.

## **Surveillance 24 / 7 / 365**

Our servers are constantly secured by surveillance cameras that alerts on any detected motion.

## **Security**

Access to systems and data can only take place via authorized access through The Supplier's firewall.

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### **INVOICING / CONTRACT RENEWAL**

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Invoicing takes place a year ahead of the agreement period of 12 months unless otherwise agreed. An invoice is sent via e-mail or, alternatively, via OIOUBL (eInvoice).

The subscription agreement is automatically renewed by 12 months unless The Supplier receives a written notice of the subscription agreement no later than 6 months before the end of the billing period.

The use of support is invoiced on an ongoing basis. Invoices are due for payment 8 days after the invoice date. For overdue amounts paid later than the due date, a fee is charged as well as interest on arrears of 1.5 % or the highest rate permitted by law for the amount per month in question.

All prices are listed in Danish Kroner excl. VAT.

In the event of breach of the subscription agreement, access to hosting services ceases without prior notice.

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#### **EXTENT OF THE HOSTING SUBSCRIPTION**

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The extent of the subscription is agreed individually and is stated in the final order confirmation.

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#### **THE OBLIGATIONS OF CUSTOMERS**

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The Customer will be obliged to store and apply usernames and passwords safely and is responsible for third-party use of unauthorized intrusion.

The Customer is obliged to comply with the Danish legislation. E.g., regarding the regulations for bona fide and established practices of the trade and the rules on handling and protection of sensitive personal data.

The Customer may not upload illegal or offensive material, media, or data to The Supplier's servers.

The Customer may not exceed the server storage capacity agreed between The Customer and The Supplier under the extent of the subscription. If The Customer requests to increase the server capacity, the extent of the subscription must be renegotiated.

The Customer is responsible for the maintenance of its own IT system. If The Customer requests support regarding this matter, The Supplier is entitled to Invoice for such support.

Unless an individual agreement has been entered with The Supplier, streaming from the hosting solution is not permitted.

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## **DATA OWNERSHIP**

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The Supplier has no rights regarding data. The Customer owns the data in the system. If an agreement is terminated because of a termination of a subscription or breach of contract, The Customer is responsible for withdraw data for archival purposes.

The CompuSoft Hosting Center stores data as backup on daily basis. Backup can be re-established in return of payment for the used consultancy time. Customer data will be deleted three months after the expiry of the agreement.

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## **THE OBLIGATIONS OF SUPPLIER**

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The Supplier is bound by a duty of confidentiality on all information that The Supplier may possess about The Customer. The Supplier must ensure that the information received is not disclosed or used for purposes other than those agreed, or that which naturally follows what has been agreed.

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## **OPERATION STABILITY**

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The Supplier is not responsible for technical problems. Any errors from external suppliers will be subject to any reservations. The Supplier will not provide any operating guarantee, including an uptime guarantee, communications guarantee, etc., but endeavor to provide the best possible operation, cf. "CompuSoft Complete Security Coverage" – see page 3-4.

The Supplier is obliged, upon reasonable notice, to make the necessary interruptions for any updates and maintenance work. Interruptions will be attempted at the least disruptive times.

The Supplier does not provide compensation for any loss of data, lost earnings, and other direct and indirect losses. A maximum amount of 100 % may be repaid, corresponding to the price of the ongoing operations in the period covered by the error – and only in such case the error is demonstrably accrue and is due to The Supplier alone.

If The Customer's IT solutions are wholly or partially out of operation, because of errors on the part of The Supplier, for a consecutive period of more than 10 days, The Customer will be entitled to terminate the hosting agreement.

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## MAINTENANCE WINDOWS

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The Supplier is obliged to schedule IT maintenance activities at times with the lowest traffic on the hosting center. Regular maintenance is important to continue to provide quality IT services. The Supplier schedules all non-emergency IT maintenance activities in the predetermined times as outlined below.

A maintenance window does not always have maintenance activities scheduled for the entire window, or it may be that no maintenance activities have been scheduled at all. However, non-emergency maintenance activities will take place in the window below. Please note that emergency IT situations may require maintenance activities outside the scheduled maintenance window.

Day of Outage	Hours of Outage
Every day	11:30 p.m. to 5 a.m.

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## SUPPORT

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The Supplier will provide support for services agreed under the extent of the subscription. The Supplier reserves the right to charge additional payment if support is deemed to be beyond the agreed.

In cases where The Customer's IT and/or hosting solutions are wholly or partially out of operation, because of an error on the part of The Supplier, The Customer must inform The Supplier about the error and any associated technical circumstances. This can be done by creating a case in the CompuSoft Helpdesk task system or by direct telephone contact with CompuSoft support on phone number (+ 45) 63186318.

If The Supplier assesses that the error is due to The Customers circumstances or conditions for which The Customer is responsible, it will be invoiced to The Customer in accordance with the time spent. When invoicing support, The Supplier's hourly rates and terms and conditions apply.

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### **MODIFICATION OF AGREEMENT**

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Changes to terms and conditions of agreement other than the price structure are given with a minimum of 3 months' written notice.

The Supplier reserves the right to make general changes to prices or terms in reference to the agreement without further notice. Please note that significant changes in prices and terms will be announced no later than 40 days before the renewal of the agreement period.

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### **CUSTOMER CANCELLATION**

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If The Customer wants to terminate the agreement with The Supplier, and The Customer is entitled to do so, this must be notified in writing to The Supplier no later than 6 months before the renewal of the subscription period.

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### **ABUSE**

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If the hosting agreement is violated, e.g., in the event of payment overdue, The Supplier reserves the right to stop all services without further notice. Any resumption of previous services is only possible once all overdue amounts have been paid to The Supplier.

In case The Customer significantly violates 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 potential cancellation of the agreement from The Supplier, The Supplier may continue to charge payment for hosting services until The Customer terminates the agreement.

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**LIMIT OF RESPONSIBILITY**

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The Supplier may in no case be held liable for indirect losses, including, but not limited to, operating losses, lost profit, loss and re-establishment of data, loss of goodwill, costs of third-party remedy, and consequential damages in general.

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**FORCE MAJEURE**

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The Supplier may not be held liable to The Customer if the company or subcontractors are affected by force majeure or similar situation.

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**APPLICABLE LAW AND VENUE**

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

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**END**

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