

General Terms of Sales and Delivery for EG A/S

1. Entering an Agreement

Only written EG quotations are valid, and then only for 30 days unless a shorter period of time is stated. Furthermore, a quotation may lapse if an item is sold out or if the manufacturer or rights owner changes their terms of delivery.

EG reserves the right to make alterations to the products up to the time of delivery; however, in such case, EG guarantees as a minimum to deliver a corresponding functionality and performance.

The Customer can only claim the content of individual quotations and/or order confirmations as basis of the delivery. Information provided by EG in brochures, price lists, advertisements, offers, on the Internet, or verbally is thus irrelevant to the assessment of the delivery. EG must accept alterations to the individual quotation or order confirmation in writing. Placement of orders or acceptance of items/services equals acceptance of these terms.

An order may be placed in writing, via e-mail, Internet, telephone, or telefax; however, an order is only binding when EG subsequently accepts it in the form of a written order confirmation. The Customer must check the order confirmation and immediately inform EG in writing of any inconsistencies. Otherwise the information in the order confirmation forms the basis of agreement for the delivery in combination with these terms.

If EG commenced work on and/or delivery of a service for the Customer, an agreement is considered entered between the Parties, regardless whether written basis of agreement is established in the form of any order placed by the Customer and an order confirmation. In such case the Parties' legal positions are governed by these terms. However, the Customer is only obliged to pay for EG's services insofar as the Customer was aware of or ought to have realised that EG had commenced work on and/or delivery of the services, or insofar as the Customer at a later point in time accepts the delivery.

If one of the Parties wishes to alter an agreement and the Parties are able to reach consensus as regards the terms thereof, the Parties enter an addendum to the agreement. An agreement addendum is only binding to EG when it is confirmed in writing by EG, and only insofar as regards the terms confirmed in writing by EG; however, cf. above.

The Customer hereby authorises his current IT responsible or other staff member usually in contact with EG to act in every respect and binding on the Customer towards EG, including placing orders and altering or terminating existing agreements.

If additional deliveries, derived by or otherwise connected with an order under these terms of sales and delivery, are executed, these terms will also apply to the execution of such additional deliveries, unless otherwise agreed.

2. Scope of Services

The services to be provided are specified in the agreement. The agreement comprises an exhaustive list of the services to be provided.

Insofar as the Customer has particular expectations or requirements to the result of the services provided under the agreement, it is the Customer's responsibility that these requirements are described in the agreement. Failing that, EG is only obliged to provide the services agreed upon, in which connection EG is obliged to comply with the requests regarding the quality of the services, cf. Section 3.

The need for integration to existing products, setup parameters etc. must have been stated by the Customer in writing before the work is initiated and must have been described in the agreement to be pleaded by the Customer.

Delivery of hardware includes cables for connection to the fixed installations, but does not include printer cables and drop cables for network.

3. The Parties' Obligations

Both Parties are obliged loyally to fulfil the entered agreements and observe the terms included therein. The Customer is at all times obliged to:

- Provide the Customer with the cooperation required in order to perform the assignments for the Customer in connection with entered agreements.
- Provide the Customer with qualified resources for the performance of the agreed assignments. EG is at all times entitled to replace resources – including named resources – that are allocated to an agreement, with other corresponding resources.
- Perform the agreed assignments in accordance with good IT practice.

The Customer accepts that he must contribute with the resources required in order for EG to fulfil entered agreements. The Customer is at all times obliged to:

- Provide EG with the cooperation required in order to perform EG's assignments for the Customer in connection with entered agreements.
- Provide EG with skilled resources, who received relevant training and are qualified to make decisions regarding the execution of entered agreements.
- Provide EG with every reasonable facility and resource, e.g. staff; rooms with adequate access, space, lighting, and windows; work facilities (e.g. stationary, PCs, and software) and communication facilities.
- Secure the computer environment with/in which EG's staff members work, so that no risk of loss or damage to the Customer's computer systems arises, including loss of or damage to data.
- Ensure that sufficient back-up is performed before EG's staff members are given access to the Customer's computer systems. Back-up must include any type of data and software, including data related to ongoing projects or tasks in which EG is involved (unless otherwise expressly agreed in writing between the Parties, EG does not back up such data regardless whether EG generated the data and regardless whether the data is stored on a computer system not yet taken over by the Customer).
- Maintain required and adequate security measures with a view to avoiding and minimising damages to the Customer's computer systems, including securing against virus attacks.

4. Price and Payment Terms

Prices in quotations and order confirmations do not include VAT, carriage, installation, or insurance unless otherwise stated. Changes in currency rates, charges, insurance, carriage, and purchase costs allow EG to adjust its prices.

EG may invoice payment for hardware and software, when delivery has taken place. The due date is stated on the individual invoice.

Unless otherwise stated in the agreement, EG is entitled to invoice the Customers for services performed based on the actual time spent. In this connection EG must continuously prepare appropriate documentation for the extent of the provided services in the form of time sheets or the like. If no hourly rates are stated in the agreement, EG's list prices at the time of agreement apply.

If a fixed price is agreed, that price does not allow for requests that all or parts of the assignment are performed outside ordinary working hours, cf. below. Expenses etc. not included in the fixed price either, and must thus be reimbursed separately. A fixed price is based on the information and descriptions supplied by the Customer to EG prior to the entering of the agreement, and insofar as EG subsequently learns of circumstances that must be deemed of influence to EG's assessment of the scope of the assignment, and of which EG should not itself have been aware, EG may inform the Customer of the consequences of this information to the agreed price. If the Customer on this basis wants the work discontinued, he must inform EG of this in writing, and in such cases the Customer only pays for the work performed until EG received notice of the request to discontinue. In that situation EG's amount due is settled in accordance with time spent thus far; however, the amount can never exceed the agreed fixed payment.

Insofar as an assignment is not set to be performed within a fixed period of time, an estimate may be determined. Such an estimate is based on the Customer's requests and on EG's knowledge of the project at the time of agreement and is not binding to EG. Insofar as an estimate is significantly exceeded, the Customer must be informed of this so that the Parties together can agree on the required consequential corrections.

Unless delays are attributable to EG's significant breach, EG is relieved of operational accountability insofar as the Customer on delays relative to the estimate does not want the work continued. The Customer pays EG for the hours spent prior to EG receiving the Customer's request to discontinue work.

EG is entitled to reimbursement for any expenses, including transportation, travel time and accommodation. EG is entitled to overtime pay. Overtime pay will be charged by EG according to the current general price lists in EG.

EG is entitled to invoice the Customer monthly in arrears for services performed. The terms of payment shall be sixty (14) days net.

On delayed payment EG is entitled to charge interest from the due date at 1.75 pct. per month. EG needs not submit separate interest reminder in order to obtain this right. Insofar as the due date arrives and no payment is received,

EG reserves the right if necessary to withhold further deliveries or parts thereof and/or through written notice to the Customer to cancel the agreement fully or in part. If EG cancels the agreement, EG is entitled to compensation.

Insofar as payment is not made by the determined due date, this may induce further collection expenses, which will be charged to the Customer. Collection may be initiated without prior notice. Insofar as the matter is handed over to a lawyer as part of the collection, the lawyer may claim collection charges in addition to what is determined in Order no. 601 of 12 July 2002.

5. Documentation and Guidance

EG does not prepare documentation for services performed.

The delivery of hardware/standard software includes product descriptions and user manuals (in Danish or English) to the extent that such are prepared and supplied by the manufacturer. Services are not documented.

6. Delivery and Delivery Time

The Parties agree to time of delivery and other relevant due times when entering an agreement. Insofar as such due times are not agreed, each Party may demand execution of the agreement at reasonable written notice.

Any agreed time of delivery stated in the order confirmation is approximate. Part deliveries may take place. The place of delivery is stated in the order confirmation.

Unless otherwise agreed, delivery is considered completed when equipment and/or software has been passed from EG's warehouse (ex stock), and EG takes no responsibility for installation, implementation etc. unless otherwise agreed.

EG may effect the transportation at the Customer's request, expense and risk. In this case, delivery is considered completed when EG has handed over the equipment of the software to the carrier.

If it has been agreed with the Customer that EG shall carry out the installation of the products, the time of delivery is the day on which the products are physically handed over to the Customer at the agreed place of delivery.

In all circumstances, risk of the products is transferred to the Customer at the time of delivery.

Services, including consultancy, are supplied on an ongoing basis as they are performed by EG. If programming is to be performed, delivery is considered completed when EG informs the Customers that the software is ready for testing and/or the Customer has received the software or has by other means achieved access to it.

7. Delay and Postponement

Insofar as one of the Parties realise that a delay will arise, the Party is obliged without undue delay to inform the other Party of this. The Parties are then obliged loyally to attempt to limit the delay and any negative effects of the delay as much as possible.

If the Customer does not meet his obligations under these terms, or if EG is in any other way prevented from performing its obligations due to circumstances attributable to the Customer, EG is entitled to demand determined time-limits for the performance or delivery of services postponed with the length of the delay plus a reasonable start-up period after the delay. Furthermore, regardless of whether EG requests postponement of determined due dates, EG is entitled to demand payment from the Customer in addition to already agreed prices for any resources that could not be utilised due to circumstances with the Customer, e.g. due to inability to sell consultant resources elsewhere, and for any additional consumption of resources and for any additional costs.

If a delay is caused mainly by circumstances with the Customer, such payments are due on the originally determined due dates, regardless of whether the tasks, phases, milestones, tests, etc. that were to trigger payment, are not yet performed.

At 2 working days' notice, EG is entitled to postpone any time limit agreed between the Parties. Total right of postponement is 20 working days. If EG exercises its right to postponement, that does not constitute a delay on EG's part, and the Customer has no remedy for breach of contract in connection with such a postponement of time limits.

8. Special Circumstances regarding Software and Programming

As regards agreements that include programming of software for the Customer and any related documentation, including manuals and other user guides, title to the intellectual property rights in connection with this software falls to EG. The Customer is granted the right of using the software in accordance with the terms governing the Customer's acquisition of a license to software developed by EG. These license terms may be obtained from EG at any time.

The Customer is obliged to observe the current license terms – which may be supplied on-line – governing the supplied software products, and otherwise accepts to observe current Danish law regarding the regulations concerning the handling of software protected by the Copyright Act. Furthermore, such license terms take precedence of these terms, and the Customer is aware and accepts that such license terms may contain stricter provisions than these terms.

Software to be programmed by EG must be developed and programmed according to the guidelines and specifications agreed between the Parties. EG is solely responsible for the software complying with the specifications supplied to EG by the Customer, and EG thus assumes no responsibility for integration abilities etc. unless they are stated in the specifications. EG assumes no obligations regarding maintenance of specially programmed software. Insofar as the Customer requests documentation for the programming work, this must appear separately from the agreement.

In connection with EG's development of new software/adjustments for the Customer, EG will perform a test of the developed internally in his company. The Customer is then responsible for testing the software in a test environment at the Customer's corresponding to the operating environment in which the result of EG's development is subsequently to be launched. This in order to limit any negative effects of errors in the delivered.

EG guarantees that software to be specially programmed by EG does not to EG's knowledge violate the rights of any third party, including patent or copy rights of any kind.

9. Complaints and Responsibility

If the equipment or software delivered has errors or defects, meaning that it does not meet the agreed specifications, the Customer, in order to plead the error or defect, must complain according to the provisions below.

Consultancy

It is the Customer's responsibility to check every form of delivery and service supplied by EG and immediately report any defects to EG. Under all circumstances the complaint must reach EG not later than one month after delivery. As regards software testing, the Customer is under an obligation to provide test specifications and test data.

It is EG's responsibility to commence remedy of defects within a reasonable time after receiving adequate complaint from the Customer. If remedy is not possible due to the nature of the defect or if EG deems that remedy is not possible within a reasonable time and financial frame, EG may instead, for total and final settlement, offer the Customer:

- A relative reduction in the price of the defective delivery or the opportunity to withhold the remuneration for the defective delivery if the defect makes it unusable for the Customer.

Insofar as the defects are significant, the Customer may cancel the related agreement.

Hardware and Standard Software

The absolute period of complaint for hardware and standard software expires after 12 months, and a complaint is based on the premise that the Customer has met his obligation to investigate in accordance with the general provisions of Danish law. Any complaint to EG must be made immediately following this investigation. Otherwise, the complaint is rejected.

EG discretionarily decides whether remedy must be provided by repairing the error or defect, or by replacing the defective unit.

If EG considers a move of the delivered unit to be difficult, remedy may be carried out at the Customer's place. In case of such a remedy, the affected units must be accessible for EG for the necessary period of time. Remedy is carried out within EG's ordinary working hours. On request, Customer representatives must be available during EG's remedy work.

In other cases, remedy is carried out at EG's place or in a service location in Denmark assigned by EG. In this connection, the Customer at his own expense and risk manages the transportation to and from EG or the assigned service location.

Failure to remedy defects in EG's own products may entitle the Customer to a reduction or refund of the price. In addition to this, the Customer may terminate the agreement if EG has not, in observance of the above, remedied major errors and defects within 20 working days after the defective equipment or software was handed in for remedy at EG or the assigned service location, or after the agreed date for remedy at the Customer's place.

If major errors or defects affect only parts of the delivered equipment or software, the Customer can only terminate the agreement according to the

previous section with regard to the defective parts, unless the severity of the error or defect significantly reduces the usability of the total delivery.

About EG's limited liability in respect of third party products, see section 12.

Generally

Has the Customer reported a defect, which turns out not to be attributable to EG, the Customer must reimburse EG of any expenses EG may have had in this connection. Reimbursement is based on EG's current price list of performed services, etc.

The abovementioned is a complete description of EG's liability in connection with insufficient deliveries, and the provision should be read in the context of the limitation of liability that follows from these terms.

10. Retention of Title

The delivery is sold CONDITIONALLY and remains the property of EG until the Customer has paid the entire contractual amount including interest and expenses incurred as well as any expenses paid by EG on behalf of the Customer in connection with the delivery.

11. Return of Deliveries free of defects

If EG in writing accepts to take back items, this acceptance will include a so-called RMA number, which must be stated on the return delivery. EG only accepts return of items insofar as this number is stated on the returned delivery. The item/s must be unbroken, unharmed, complete, and in the original packaging. The extent of the subsequent crediting of the item/s will depend on the resale value.

12. Limitation of Liability

The efficiency of the software will vary depending on the Customer's hardware platform, software interaction, the configuration of the software, and other factors, and EG therefore takes no responsibility for this. The software is neither fault tolerant nor without flaws, conflicts or interruptions, and the Customer accepts that the software may contain minor defects and inconveniences that do not significantly affect the use of the software. EG does not guarantee that such circumstances are remedied, and in any case remedy is usually deferred to the release of a new version of the software.

Under this agreement, EG's liability and obligation to remedy does not include:

- Defects occurring as a result of installation by someone other than EG or as a result of the Customer's use of the products in connection with other accessories/software, which directly or indirectly affect the functionality of the products.
- Defects occurring as a result of alterations or intervention with the products not performed in accordance with EG's instructions.
- Defects occurring as a result of the Customer's lack of training or due to use of the products in any way other than prescribed in the provided documentation, or through negligence on behalf of the Customer, his staff, or any third party.
- Errors or defects in subsupplier products that are not comprised by the subsupplier's warranty.
- Failure to meet requirements or wishes for functionalities not expressly and clearly described in the order confirmation.

EG is not liable for defects in products/services that have not been produced by EG and that are solely being sold by EG. EG solely undertakes to forward the Customer's complaint to the producer.

Under no circumstances can EG be liable to pay total damages and/or to grant a proportional discount that exceeds the Customer's total payment under the agreement that these claims concern, and in any circumstances EG can only be liable for a total maximum of DKK 200,000 for each individual agreement. This maximum, including the absolute maximum of DKK 200,000 for each agreement, applies as a total accumulated maximum for all circumstances regarding an agreement, which might entitle the Customer, including the Customer's affiliated or associated companies, to damages and/or a relative discount, regardless whether such a claim is based on simple or gross negligence on EG's part. EG is not responsible for indirect losses, consequential damage, damage due to computer virus, operating losses, loss of data and costs connected with re-establishment of data, loss of profit and other commercial losses regardless whether they are due to gross or simple negligence.

EG assumes product liability under current mandatory provisions in this regard. Beyond this, EG assumes no product liability.

EG renounces any responsibility for loss or damage that might arise in connection with EG providing consultants for tasks where overall management of performance of the task lies with the Customer or third party.

13. Force Majeure

Neither Party is liable for breach of contract, if the breach is due to circumstances, which neither Party could have anticipated at the entering of the agreement, including strikes and lock-outs.

14. Data Protection

Customer information is stored and/or transferred in strict accordance with current regulations regarding data protection. The Customer can inform EG that the information is not to be used for direct marketing.

15. Special Terms for e-Commerce (Webshop)

It is the Customer's liability to keep user name and password confidential, and the Customer must immediately inform EG in case of lost password or improper use or attempt of improper use of the Customer's user name and password. The Customer accepts full responsibility for the use of the Customer's user name and password, and it is the Customer's responsibility to have safety procedures and precautions ensuring that the Customer's user name and password are only used by staff members with an authorization to place orders on the website. The Customer is also fully responsible for any use of user name and password made by any previous, present or future employee or third party to whom the Customer has assigned user name and password.

The Customer is responsible for any change of the group of approved users representing the Customer. EG's webshop is directed at other business owners, as well. This means that the Customer must enter his business register number before an order can be placed.

16. Cancellation and Rescheduling

If the Customer wants to cancel or reschedule courses, consultancies or the like, the cancelling or rescheduling can only be made in accordance with EG's current provisions for this. These provisions explicitly point out that depending on the notification of the cancellation/rescheduling, the Customer will be charged fully or partially in accordance with the originally entered agreement.

17. Disputes

This agreement is subject to Danish law, and any disputes are settled at the venue determined in EG's articles of association.