SkabelonDesign A/S – General Terms and Conditions

General
The present standard terms and conditions apply to all agreements and contracts between SkabelonDesign (hereafter called "the Company") and the Customer.

The Customer's Obligations
The Customer must make available all necessary and relevant material for the Company's execution of the project, and supply the Company with all the information necessary for the project.

In the course of the project, the Customer is obliged to attend any meetings, which may be necessary or considered expedient for the successful execution of the project. Only representatives, who are competent to transact business, may be present at meetings on behalf of the Customer.

The Company's Obligations
The Company delivers the services, which have been specified in detail in the agreement between the two parties, along with any relevant supplements. These may consist of estimates, offers or contractual documents, depending on the scale of the project.

Prices
The contract or agreement fee and all additional prices (including hourly rates) are exclusive of VAT. Unless other terms have been explicitly agreed upon, the contract fee does not include expenses and costs incurred by tests, support or implementation. The same applies to the Company's expenses for transport, hosting and shipping etc. These expenses will be calculated separately and the Customer will be billed in a separate invoice.

Terms of Payment
Unless a specific agreement has been made regarding terms of payment, the Company is entitled to send invoices at the end of each month for work carried out and for any additional expenses incurred in the preceding period. All bills must be paid within the agreed time allowed for payment, starting from the date of the invoice. Note that, in the event of late payment the Customer will be charged default interest (cf. the Late Payment of Commercial Debts (Interest) Act). A notification charge of DKK 100 will also be added for each payment reminder. In the event that the Customer does not pay punctually, with eight days written notice the Company is entitled to discontinue further work and to terminate licence agreements. Thereupon the Customer's usage rights for the Company's software immediately expires. In the event that the Customer is filing for bankruptcy, initiating insolvency proceedings, has gone bankrupt etc., the Company is still entitled immediately to discontinue further work, and to terminate licence agreements.

Payment outside normal working hours and Express Fee
Overtime payment is calculated according to the following model:

From 8.00-17.00: Normal hourly rate

From 17.00-22.00: +50%

From 22.00-4.00 and on weekends: +100%

Express Fee: For any jobs to be carried out with less than 24 hours' advance warning, or for jobs which the Customer wishes the Company to prioritise over other jobs, an express fee of + 100% will be charged.

The hourly rate for consultancy services will be stated in any estimate/offer, as well as in the contract.

Change of Agreement
In the event of changes to the project/job or to the scale of the project/job, beyond what can be regarded as part of the Company's services, the Company is entitled to request a possible extension of the agreed completion dates. The Company is also entitled to request separate payment for extra work and work outside normal working hours, on the basis of whatever hourly rates the Company are charging at any given time.

Copyright and Usage Rights
The Company has the copyright for all software included in the agreement. The Customer has full usage rights for all the provisions and services of the licensees, for whom the Customer has bought licences, if the provision includes software. The Customer has full usage rights of the templates, which the Company has designed.

Licence Agreement, Software Assurance and Technical Support
In the event of an agreement between the Company and the Customer concerning the provision of software developed by SkabelonDesign, a separate contract is drawn up, which outlines both the scale and the conditions. All conditions for the licence agreement between the Company and the Customer are outlined in the contract document, "Agreement concerning purchase of SkabelonDesign software". All conditions for Software Assurance and technical support are outlined in the contract document, "Agreement concerning Software Assurance and Technical Support".

Client Confidentiality
Both during and after the project's execution The Company and the Company's personnel are obliged to treat confidentially any information received concerning the Customer and the Customer's business relations.

Limitation of Liability
According to the standard Danish law of torts, the Company is liable for damages and loss resulting from actions or omissions caused by the Company. However, regardless of

whether the grounds for liability consist of negligence or any other cause, the following restrictions apply:

a) Liability for damages is limited to an amount, which cannot exceed the fee in the agreement, which has led to the demand.

b) Under no circumstances is the Company liable for: indirect loss or collateral damages, including loss of profits; loss of goodwill; loss of production; loss due to products and services provided by the Company, which cannot be used as anticipated; loss resulting from the cancellation or violation of contracts with a third party; or loss resulting from the disappearance or corruption etc. of data, unless it can be proved that there has been intention or gross negligence on the part of the Company.

c) The Company cannot be held responsible for the content of the delivered product. If the Company has contributed to wording and/or illustrations, it is the responsibility of the Customer to approve them before release. After the Customer has approved the product for release, the Company bears no responsibility for faults, omissions or any unforeseen results from the use of the product/provision. Any responsibility for further use of the product lies entirely with the Customer.

d) If an actionable matter can be attributed to deficient services from a third party, the Customer cannot claim damages from the Company.

e) After delivery of the product, the Company cannot be held responsible for the storage of source files, links, installation packages and other products, unless another agreement has been made.

Violation
Should one of the parties violate the agreement, then Danish law's standard regulations concerning violation (including Danish law's standard rules for damages) apply. However, the Company cannot be held responsible for indirect loss and collateral damages, including operating loss, lost profits, stoppage etc.

Force Majeure
Should the Company fail to provide the agreed service as a result of conditions, which lie outside the Company's control (e.g. fire, flood, strike, lockout, power failure, illness, failure of services and provisions from a third party – including telephone and network supply – etc.) SkabelonDesign A/S will, as long as such a situation continues, be released from the agreed obligation to deliver. SkabelonDesign A/S cannot be held responsible for any direct or indirect loss, which the Customer may suffer as a result of the above-mentioned or similar situations.

Termination
Should the Customer wish to discontinue the working relationship, the Customer must inform the Company in writing. The Company is hereafter entitled to send an invoice for all the work that has been carried out. See also the Company's "Agreement concerning the

purchase of SkabelonDesign software" and " Agreement concerning Software assurance and Technical Support".

Disputes
The agreement is subject to Danish law. Any dispute, which may arise from, or relate to the parties' agreement, including the interpretation and execution of the agreement, will be settled in a common court of law in Denmark.