TRIVEC TERMS AND CONDITIONS
SERVICE AGREEMENT

This terms and conditions service agreement ("agreement") is a legal agreement between Trivec Systems A/S. With CVR 40499245 ("TRIVEC") and the Individual or legal entity ("customer") using or accessing the TRIVEC Products whether in connection with a paid subscription or a free trial.

Please read this agreement carefully before agreeing to these terms. By agreeing to these terms or using the TRIVEC product, whichever occurs earlier, Customer is agreeing to be bound by the terms of this agreement.

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1. SUBSCRIPTION TO TRIVEC PRODUCT

Customer hereby agrees to rent or purchase the TRIVEC product(s) (each a "Product") identified on the web form in the case of a Product trial or in the subscription documentation (i.e., the quote or invoice) (the "Subscription") exchanged by the parties in conjunction with Customer's acceptance of this Agreement. The specific Products and the fees payable with respect to such Products are set forth in the Subscription. Each Product may include updates, cloud-based services, support services, applications, or documentations, each of which is subject to the terms of this Agreement as applicable. TRIVEC may add to, change, or discontinue any component of the Products at any time, provided however, that no such change shall materially increase Customer's obligations or materially decrease Customer's entitlements under this Agreement.

Customer is responsible for all actions taken under this Agreement, regardless of whether such actions are taken by Customer, its employees or a third party.

2. GRANT OF RENTED LICENSE (SUBSCRIPTION)

During the Term of renting the solutions from TRIVEC. TRIVEC grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable rented license to use, and, in the case of TRIVEC Products that permit additional Users (as set forth in the Product specific terms below), to allow such Users to use, the Products on the terms set forth in this Agreement. Customer agrees that all rights, title, and interest in and to all the intellectual property rights in the Products, and all modifications, extensions, scripts, and other derivative works of the Products provided or developed by TRIVEC are owned exclusively by TRIVEC or its licensors. All rights not granted to Customer in this Agreement are reserved by TRIVEC.

3. RENTED LICENSE RESTRICTIONS

Customer and any Users shall not (and shall not allow any third party to): (1) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Products, by any means whatsoever; (2) distribute viruses or other harmful or malicious computer code via or into the Products; (3) engage in any conduct that disrupts or impedes a third party's use and enjoyment of the Products; (4) remove any product identification, copyright or other notices from the Products; (5) sell, lease, lend, assign, sublicense, grant access or otherwise transfer or disclose the Products in whole or in part, to any third party; (6) use the Products for timesharing, service bureau or hosting purposes or otherwise use, resell, sublicense, distribute or transfer or allow others to use the Products to or for the benefit of third parties; (7) modify or incorporate into or with other software or create a derivative work of any part of the Products. (8) use the output or other information generated by the Products for any purpose other than as contemplated by this Agreement; (9) use the Products for any use other than Customer's internal business use; (10) use unauthorized modified versions of the Products, including without limitation, for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Product, or (11) use the Products in any way that is contrary to applicable local, state/provincial, federal, and foreign laws, including without limitation those relating to privacy, data protection, electronic communications, and anti-spam legislation. TRIVEC retains all title to, and, except as expressly licensed herein, all rights to the Products, all copies, derivatives, and improvements thereof and all related documentation and materials.

4. TERM OF AGREEMENT

The "Initial Term" shall mean the number of months in the term as specified in the Subscription beginning on the date specified in the Subscription ("Activation Date"). Upon expiration of the Initial Term and unless otherwise stated in the Subscription, this Agreement will automatically renew on a six-month term (each a "Renewal Term", and the Initial Term and all Renewal Terms collectively, the "Term") until terminated by Customer or TRIVEC by delivery of written notice to the other party at least thirty days prior to the end of the Initial Term or then-current Renewal Term, as applicable. In the case of Products licensed on a trial basis, the Term of this Agreement shall be limited to the duration of the trial period identified in the Subscription. Except as specified in Section 13.1 below, Customer may not terminate this Agreement prior to the expiration of the Initial Term. Following expiration of the Initial Term, TRIVEC may increase the fees payable by Customer under this Agreement, upon not less than 30 days' written notice.

5. FEES AND PAYMENT

Customer shall pay TRIVEC the annual, quarterly, and/or monthly fees ("Fees") specified in the quotation, in accordance with the timing and currency specified in the quotation. Agreed prices refer to prices excluding VAT and other taxes, unless otherwise stated.

If the delivery assignment is performed according to the current account, an hourly fee is paid according to the time required for the execution of the delivery assignment. In the case of a current invoice with a ceiling price, the Supplier is entitled to be paid once a month for work performed and reported, verified costs, and approved expenses. Fixed price refers to the fee to be paid, regardless of the Supplier's time required for the execution of the assignment. At a fixed price, the Supplier is entitled to compensation when the work has been completed or in accordance with the agreed payment plan. In the event of an extension, restriction or otherwise modification of the assignment ordered and approved by the Customer, which the Supplier can demonstrate entails cost increases for the Supplier and when the parties have agreed on a current account with a ceiling price or fixed price, a new ceiling price or fixed price shall be agreed in writing. The same applies to additional work that the Customer has caused through error or negligence. In these cases, Trivec holds the right to take the required steps to finish the installation in a qualitative way and that costs will be charged to the customer. Compensation for expenses is not paid if a fixed price has been agreed. In other respects, expenses are reimbursed only if the cost has been verified and approved by the Customer in advance. In the event of a trip ordered by the Customer, the Supplier is entitled to compensation for verified costs and allowances. Compensation is paid in accordance with the Local Tax Agency's current rules for compensation for travel and subsistence costs. The consultant is obliged to travel in

a way that is beneficial to the Customer. Overtime compensation, compensation for on-call duty and standby time and extra compensation for work during inconvenient working hours are paid only on condition that the parties have agreed on this.

All payments and additional work are made against invoice. Services according to time accounting are charged on an ongoing basis each calendar month. Unless otherwise stated, all prices are stated in local currency and excluding VAT. The payment terms are, unless otherwise stated, 30 days net from invoice date. All software rental fees, Hardware rental fees and additional services are invoiced monthly, quarterly, or yearly in advance. All hardware related fees are invoiced when order is signed. TRIVEC may at any time during any Renewal Term increase fees to the current list price upon 30 days' prior notice. TRIVEC will keep the right to end subscription and terminate the agreement after 10 days if the Customer does not fulfil their part of this agreement such as and not excluded to paying invoices. TRIVEC will keep the right to charge for extra costs for extra administration if the customer does not pay on time. TRIVEC may from year to year apply new adjustment on prices following the LCI Labour Cost Index for indexing and adjusting prices. Information will be stated in the invoice.

6. CONFIDENTIAL INFORMATION

TRIVEC and Customer (and its Users) shall each retain in confidence all information received from the other party pursuant to or in connection with this Agreement that the disclosing party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"), and will make no use of such Confidential Information except as necessary to fulfil their respective obligations under the terms and during the term of this Agreement. Each party shall treat the terms and conditions of this Agreement as confidential. However, either party may disclose such information in confidence to its immediate legal and financial consultants as required in the ordinary course of that party's business. Notwithstanding the foregoing, the restrictions set forth above will not apply to (1) information previously known to the receiving party without reference to the disclosing party's Confidential Information, (2) information which is or becomes publicly known through no wrongful act of the receiving party, (3) information that is independently developed by either of the parties, or (4) information required to be disclosed pursuant to applicable law. The foregoing shall also not prevent TRIVEC from using Customer's name and/or trademark(s) in its marketing and training materials or Customer data on an aggregate, anonymized basis.

7. CUSTOMER'S REPRESENTATIONS AND INDEMNIFICATION

Customer represents and warrants that currently and throughout the Term (1) it is fully authorized to enter into this Agreement and that Customer and any Users are fully authorized to utilize the Products, (2) Customer and any Users are and will remain in compliance with all applicable laws and regulations with respect to its and their activities related to this Agreement, including but not limited to privacy laws; and (3) if Customer or any of its Users imports lists into the Products for the purpose of sending electronic communications (e.g., emails, texts) to such list, or otherwise collects electronic addresses for the purpose of sending electronics messages, then Customer warrants that each person on such list has previously opted-in to receive promotional electronic communications from Customer and that the content of such communications by Customer will comply with applicable laws and regulations. Customer shall indemnify, defend, and hold harmless TRIVEC and its officers, employees, agents, and affiliates from and against all losses, expenses, liabilities, damages, and costs including, without limitation, reasonable attorneys' fees (collectively "Costs"), to the extent that such Costs are attributable to any breach by Customer or any User, employee, independent contractor, or affiliate thereof, of any representations, warranties or other obligations set forth in this Agreement. Customer and each of its Users agree to comply with all TRIVEC policies and all laws, rules and regulations relating to the use of the Products. Any violation of this section may result in loss of features, up to and including termination of Customer's account. Customer will indemnify TRIVEC for any costs, fines or damages incurred by TRIVEC due to Customer's or its User's failure to comply with this section.

8. PRIVACY

The personal information we collect about you is limited to those commonly used on business cards, such as name, title, company, address, e-mail, and telephone number. In some cases, we may also ask you for additional information related to your work, such as industry and company size.

On our site, we also collect and store certain information automatically using cookies and similar technologies, such as IP addresses, region, browser type, and usage information.

We collect the information when you fill in a form on our site, for example book a demo, contact me, or download an item.

You can visit our site without giving any personal information. TRIVEC uses Google Analytics and cookies to improve our service and to analyse how the site is used. Apart from the IP address, the information that Google Analytics collects are mostly anonymous traffic data such as browser information, device, and language. The information collected is mainly used to create an overview of how the site is used.

If you choose to contact us during your visit on our website, personal information will be saved in our marketing automation tool as well as in our CRM system. The information you provide is handled and stored so we can contact you and respond to your request. We use cookies to better understand your preferences, so we can improve your user experience on future visits to our website. We also use cookies to collect traffic and interaction information for statistical purposes. The data we collect is used for Customize the user experience, improve our website, Improve our customer service.

We also include third-party scripts. These scripts can be used for interest-based advertising on other services (such as Google, Facebook, or LinkedIn). The information we collect will not be sold, transferred, or disclosed to any other company without your consent.

You can at any time remove your consent and delete stored cookies. To do this, you search for information about how to delete them on respective browsers and follow the instructions. We apply established practices in accordance with applicable laws and regulations for the protection of personal data, including the EU Data Protection Regulation (GDPR).

Our processing of your personal data has its legal basis in legitimate interest, and in some cases the consent from you who visit our website. In cases where consent is required, we will ask for it from you. In other cases, the legal basis for our processing of your personal data may be that we fulfil an agreement with you, for example, if you are a customer of ours.

You are always entitled to request the information we have stored about you. You can do this by contacting us by email to privacy@TRIVEC.se We make sure you get a copy of the information we have about you. To do this safely, we may ask you to verify your identity. We will send the information digitally to you unless you request anything else.

If you believe the information, we have stored about you is incorrect or out of date, please contact us at privacy@TRIVEC.se so that we can update it. You can at any time get your information deleted from our systems and registry. If you want to be removed from our systems and register, please contact us at privacy@TRIVEC.se

TRIVEC Privacy Policy applies to information collected through our website. This version of the policy applies from November 11, 2020 and continues until further notice. If there are any questions regarding this privacy policy, you may contact us on privacy@TRIVEC.se

9. SUBMISSIONS

Customer agrees that any materials that it provides to TRIVEC, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information regarding TRIVEC or the Products, whether such materials are provided in email, feedback forms, or any other format, shall belong exclusively to TRIVEC, without any requirement to acknowledge or compensate Customer.

10. THIRD PARTY SERVICES

Customer may decide to enable, access, or use any Third-Party Services (as defined below). Customer agrees that access and use of such Third-Party Services shall be governed solely by the terms and conditions of such Third-Party Services, and that TRIVEC is not responsible or liable for, and makes no representations as to any aspect of such Third-Party Services, including, without limitation, their content, or the way they handle data (including Customer's data) or any interaction between Customer and the provider of such Third-Party Services, regardless of whether such Third-Party Services are provided by a third party that is a member of a TRIVEC partner program or otherwise designated by TRIVEC as "certified", or "approved" by TRIVEC. Any use by Customer of Third-Party Services shall be solely between Customer and the applicable third-party provider. Customer irrevocably waives any claim against TRIVEC with respect to such Third-Party Services. TRIVEC is not liable for any damage or loss caused or alleged to be caused by or in connection with Customer's enablement, access or use of any such Third-Party Services, or Customer's reliance on the privacy practices, data security processes or other policies of such Third-Party Services. TRIVEC shall sign a Data Processor Agreement with applicable Parties where required to do so by law. "Third Party Services" means third party products, applications, services, software, products, networks, systems, directories, websites, databases, and information which one or more Products link to, or which Customer may connect to or enable in conjunction with one or more Products.

11. SDK AND API USAGE

TRIVEC offers an SDK for creating integrations for reading and writing from Trivecs systems using the API. Trivec takes NO responsibility for integrations made by others than TRIVEC. Neither can TRIVEC take responsibility that the functionality in TRIVEC systems will be unaffected by usage of the API. The responsibility is on the integrator or the customer using the integration.

12. MAINTENANCE ACTIVITIES

It may be necessary for TRIVEC to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Product, which may temporarily degrade the quality of the services or result in a partial or complete outage of the Product. TRIVEC will endeavour to carry out such repairs or maintenance during times that will cause the least disruptions to Customer's business. Customer shall cooperate, if necessary, to perform maintenance or repair work.

13. TERMINATION AND SUSPENSION

In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by giving the breaching party written notice specifying the nature of the breach in reasonable detail and the non-breaching party's intention to terminate (a "Termination Notice"). If the breach has not been cured within the period ending thirty (30) days following delivery of the Termination Notice, then this Agreement shall automatically terminate. Notwithstanding the foregoing if Customer is in breach of any material provisions of this Agreement, including the license restrictions of Section 3, the payment terms of Section 5, or the confidentiality restrictions of Section 6, then TRIVEC may immediately suspend or terminate Customer's use of the Products. Any such suspension shall not relieve Customer of any of its obligations under this Agreement or entitle Customer to any refund of payments previously made.

TRIVEC may suspend Customer's access to the Products immediately without notice if TRIVEC, in its sole discretion, believes: (1) such suspension is required by law; (2) Customer has breached this Agreement; or (3) there is a security or privacy risk to Customer. Any suspension of Customer's access to the Products will not limit or waive TRIVEC's rights to terminate this Agreement or Customer's access to the Products.

Upon termination of this Agreement, Customer shall discontinue its use of the Product(s). Notwithstanding the foregoing, termination of this Agreement by TRIVEC shall not limit Customer's obligation to pay all the applicable fees, nor restrict TRIVEC from pursuing any other remedies available to it, including injunctive relief. Sections 3, 5, 6, 7, 9-14, and 16-20 shall survive termination of this Agreement, along with any other provisions that are intended by their terms to survive.

Customer understands and agrees that TRIVEC has no control over the content of the data processed by TRIVEC on Customer's behalf. Customer is responsible for taking its own steps to maintain appropriate security, protection and back-up of its data and software, including the use of appropriate back-up and archiving. Customer remains responsible for properly handling and processing notices regarding personal data from Customer's clients. Customer understands and agrees that TRIVEC is not responsible for any loss or corruption of Customer data or other software. Customer agrees that following termination of Customer's account and/or use of the Product, TRIVEC may immediately deactivate Customer's account and delete Customer data. Customer further agrees that TRIVEC shall not be liable to Customer nor to any third party for any termination of Customer access to the Product or deletion of Customer data.

14. LIMITATION OF LIABILITY

TRIVEC and its affiliates' aggregate liability under this agreement shall be limited to the fees paid by customer during the three-month period immediately preceding the date, the claim giving rise to such liability was first asserted. Except with respect to (1) any wilful or deliberate infringement or misappropriation by customer of any of TRIVEC's, its affiliates' or suppliers' Intellectual property rights, and (2) customer's indemnification obligations under this agreement, to the maximum extent permitted by law, neither party shall be liable for any indirect, incidental, consequential, special, reliance or punitive damages or lost or imputed profits or royalties, lost data, or cost of procurement of substitute goods or services, whether for breach of contract, warranty, tort, statutory remedy, or any obligation arising therefrom or otherwise and irrespective of whether either party has advised or been advised of the possibility of any such loss or damage. Customer hereby waives any claim that these exclusions deprive it of an adequate remedy. The parties acknowledge that the provisions of this section fairly allocate the risks under this agreement as between them. The parties acknowledge that the limitations set forth in this section are integral to the amount of fees charged in connection with making the products available to customer and that, were TRIVEC to assume further liability other than as set for herein, such fees would of necessity be set significantly higher.

15. DISCLAIMER OF WARRANTIES

Customer acknowledges that (1) TRIVEC cannot guarantee the results generated through the products, or that the products will be continuously available for use without interruption, and (2) the products are provided "as is", on an "as available" basis without any representation, warranty, or condition of any kind, and TRIVEC hereby disclaims all conditions, representations and all warranties whether express or implied, arising by law or otherwise with respect to the products, including, but not limited to, any (1) implied warranty of merchantability or fitness for a particular purpose, (b) implied warranty arising from course of performance, course of dealing, or usage of trade, (c) warranty of title or non-infringement; or (d) statutory remedy.

16. ASSIGNMENT AND CONTRACTORS

Customer may not assign any of its rights or obligations under this Agreement without TRIVEC's prior written consent. TRIVEC may, without Customer's prior consent, assign its rights and obligations under this Agreement. Subject to the foregoing, the provisions of this Agreement shall be binding on and inure to the benefit not only of the parties hereto but also to their successors and assigns. TRIVEC shall be free to perform all or any part of this Agreement through one or more subcontractors.

17. GOVERNING LAW, VENUE AND ATTORNEYS' FEES

This Agreement shall be governed by and interpreted in accordance with applicable law in the event of any controversy or claim arising out of or relating to this Agreement, or the breach or interpretation thereof, the parties agree to submit to the exclusive jurisdiction of and venue in the courts of Delivering Country. See Appendix in section 22 Appendixes, Governing Law and Contracting Entity.

Each party hereby waives all defences of lack of personal jurisdiction and forum nonconvention in connection with any action brought in the foregoing courts. If TRIVEC prevails in any action or proceeding (including for collection) under this Agreement, then TRIVEC shall be entitled to recover from Customer, in addition to all other relief, its reasonable attorneys' and other experts' fees and expenses incurred with respect to such action or proceeding. Any claim, dispute, or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present, or future) arising out of or relating to: (a) this Agreement; (b) the services or equipment provided to TRIVEC; (c) oral or written statements, or advertisements or promotions relating to this Agreement or to the services or equipment: or (d) the relationships that result from this Agreement (collectively the "Claim") will be determined by arbitration to the exclusion of the courts, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. Customer agrees to waive any right Customer may have to commence or participate in any class action or representative proceeding against TRIVEC related to any Claim and, where applicable, Customer also agrees to opt out of any class or representative proceedings against TRIVEC. Arbitration will be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in Stockholm that are in effect on the date of the notice.

18. SEVERABILITY, FORCE MAJEURE, ENTIRE AGREEMENT, AMENDMENT

If one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, then the validity, legality, and enforceability of the remaining provisions of this Agreement shall be unaffected. Neither party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement (other than payment obligations) by reason of any fire, natural disaster, accident, act of government, shortage of materials or supplies, failure of transportation or communication or of suppliers of goods or services, or any other cause to the extent it is beyond the reasonable control of such party. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written, electronic, or oral communications, representations, agreements, or understandings between the parties with respect thereto. TRIVEC may amend this Agreement at any time upon notice. Any terms or conditions appearing on the face or reverse side of any purchase order, acknowledgment, or confirmation that are different from or in addition to those set forth in this Agreement shall not be binding on the parties, even if signed and returned, unless expressly stated that such other terms and conditions take precedence over conflicting terms of this Agreement.

19. MISCELLANEOUS

Customer has reviewed, understood, and accepted the terms and conditions set forth in this Agreement and has either consulted with legal counsel prior to executing this Agreement or has knowingly forgone its right to consult with legal counsel prior to such execution. The customer Agrees by signing the quote by digital or signature.

TRIVEC may provide all notices, statements, and other communications to Customer through either e-mail, posting on its site, or by mail or express delivery service. The provisions of this Agreement shall not be construed against either party by virtue of them authorship. The parties acknowledge that they require that this Agreement be drawn up in the English language, that the English language version prevails, and that any translation is for information purposes only.

20. TRIVEC PRODUCTS AND SERVICES

20.1 SUPPORT

TRIVEC provides support regarding TRIVEC's software and its use in accordance with the terms of this Agreement, all software subscriptions is including support.

The support agreement includes e-mail and telephone support from the Customer in accordance with the price list in force at any given time. The support is available Monday to Friday between 08.00 and 17.00 apart from holidays. Standby is available during evenings and weekends only in the event of serious operational disruptions and if it is business critical for the system's functions. Only the contact person authorized by the Customer has the right to contact support and register support matters. Extended support can be ordered and agreed separately in addition.

All support cases are registered in TRIVEC's case management system. Via the case management system, all reported support cases are logged and the person who reported the support case receives continuous information via e-mail. The Customer accepts and makes sure that TRIVEC has access to the customer's test and / or live system where the fault is defined. If necessary, the Customer shall assist TRIVEC with further description and information regarding the support matter and, if necessary, be helpful in reproducing errors that have occurred.

All incoming support matters are classified, prioritized, categorized, and allocated internally by TRIVEC. All support cases are classified in different levels as below. TRIVEC will use commercially reasonable resources to analyse and respond to any situation that arises within the following time frames. TRIVEC defines the response time to the expected time it takes for TRIVEC to start working with the error after it has been reported by the Customer to TRIVEC. The prerequisite is that each support case reported is clearly defined and all information requested by TRIVEC is specified. For support matters to be classified as level 0 or level 1, it is also required that the Customer also contacted TRIVEC by telephone. Support matters registered outside the time specified in point 2 above are considered to have been reported on the next working day, from which the response time is also calculated. TRIVEC reserves the right to decide for each individual support case whether a support case should be given priority, regardless of whether handling of the support case has begun or not.

The following response times apply during regular office hours.

Level	Definition	Response time
Level 0 - Critical	The installation is down and no available solution works. Situation that prevents the customer from working with processes that concern the core business and is necessary for the daily work	4 hours
Level 1 - High	Any of the situations described below that prevent the Customer from working with business-critical functions but that are not acutely critical for the daily work: Function in the system cannot be started. Malfunctions that affect data in the database or give other functions the wrong basis for calculations. Other serious errors where it is not possible to work around the error in the application	6 hours
Level 2 - Normal	A non-business-critical function, for example a more serious design or response time situation.	20-40 hours
Level 3 - Low	Simpler errors where there are alternative ways to solve the problem.	40-60 hours
Level 4 – New feature	Requests and suggestions that the customer wants to notify the Supplier.	Separate meeting

TRIVEC reserves the right to decide for each individual support case what type of solution is to be offered to the Customer and to decide whether a support case is to be divided into several different cases with different priorities. TRIVEC also reserves the right at any time and for each individual support case to decide in which order support cases with the same priority are to be handled. Depending on the nature of the support case, TRIVEC may choose to resolve the support case in different ways, for example by referring to an upcoming product version, offering a temporary or alternative solution or through another measure.

Priority	Handling
Level 0 - Critical	The work begins immediately in the order they have been received. If TRIVEC considers that a temporary solution (may have negative consequences for other processes, but then not business-critical) is the fastest way to solve the acute problem, TRIVEC can choose such a solution. A long-term solution can then instead come in a future version (this can have negative consequences for other processes, but then not business-critical). The customer is continuously informed until the error is resolved.
Level 1 - High	The work begins immediately in the order they have been received. TRIVEC works continuously to ensure that the case is resolved. The customer is informed on an ongoing basis
Level 2 – Normal	Classified as normal priority after cases with "Level 0 and 1" have been resolved. These matters will be resolved when it is practically possible within a reasonable time. Since Level 2 issues can be design and response time problems, it is natural that it may take longer to resolve the issue. TRIVEC solves the problems gradually
Level 3 - Low	Classified as lowest priority. TRIVEC will take care of Level 3 matters when time allows. Since the system usually has alternative solutions, it is not certain that these issues will be resolved in the current version, but they can be resolved in a future version of the system.
Level 4 – New feature	Handled outside the support flow. TRIVEC goes through Level 4 together with the Customer. There is no time frame set for this type of case

The following circumstances are not covered by the support agreement

Faults in the system caused by improper operation, Errors that occur due to improper hardware or improper, hardware handling, if changes have been made to the system, whether it concerns hardware or software, without the TRIVECS participation or approval., If changes in the program are required due to changes in legislation or other external changes that TRIVEC does not have control over.

All software and / or code provided by third parties and which is integrated and / or packaged with TRIVECS software shall be supported by the respective third party unless otherwise agreed. This also applies to the software, server extensions, operating systems and other applications needed to install and use TRIVECS Software (System Requirements).

In cases where software, applications or other third-party applications are used to communicate with TRIVECS Software, TRIVEC support liability is limited to the documented integration interfaces (APIs) that the Supplier has developed or provides. If the integration itself is delivered by Trivec it will be a part of this agreement.

20.2 DELIVERY

The Customer shall provide the TRIVEC with access to the premises, equipment, and documentation necessary for the execution of the assignment. The customer is responsible for ensuring that the necessary permits, notifications and / or exemptions are obtained for the implementation of the assignment. The parties agree that the quote signed is the specification for delivery. The parties agree that TRIVEC sometimes write a specific workorder for delivery that needs to be agreed by both parties.

TRIVEC shall notify the Customer in writing if TRIVEC considers that certain work or action entails a change in the scope of the assignment and thereby a change in the agreed specification or schedule. Amendments and additions to the agreed specification and schedule shall be made in writing and signed by both parties. If necessary, the parties shall agree on a project organization and draw up a project plan. In that case, the project organization and the project plan shall be described in the Delivery Agreement, drawn up by TRIVEC and approved by the Customer. Deviation from the agreed specification which is of no significance for the intended use of the result and which does not cause inconvenience to the Customer shall not affect the determination of the effective delivery date. The result shall, despite such deviation, be considered to meet the agreed specification. Deviations referred to in this section shall be remedied by TRIVEC within a reasonable time.

Agreed delivery date is the day when the result of the assignment must meet the agreed specification. The agreed delivery date, time for any delivery inspection and the length of any delivery inspection period must be stated in the schedule. The parties can also agree on the content and scope of the delivery control.

Effective delivery day is the day, Or the result of the assignment has been approved in writing by the Customer, or the delivery control period, which is 2 working weeks, if delivery control is carried out, ends without the Customer making a justified remark against the result, or the result meets the agreed specification after the Customer has made a justified remark against the result, a new delivery check has been carried out and the Customer has approved in writing that the result meets the agreed specification. Or when the customer takes the result into operation. In the event of a change in the Customer's IT system, an efficient delivery date means that the risk is transferred to the Customer.

Delay occurs when the effective delivery date occurs after the agreed delivery date, or when the effective delivery date cannot be determined. If TRIVEC finds it probable or fears that a delay will occur, TRIVEC shall notify the Customer of this. TRIVEC shall at the same time notify the Customer of the reason for the delay and of when the result can be delivered. There is no delay if TRIVEC is delayed or prevented from completing the assignment due to circumstances that depend on the Customer. TRIVEC is entitled to the necessary time extension and compensation for any additional costs that this delay entails.

20.3 TRIVEC SOFTWARE

TRIVEC Software is an upgradeable standard system where the TRIVEC is responsible for the system's backward compatibility. However, the responsibility extends only to the two most recently launched versions, which means that the system must be upgraded in the order in which the new versions are launched.

The TRIVEC responsibility for backward compatibility does not include customer-specific adaptations that are not included as part of the TRIVEC software or that are not developed by the TRIVEC. However, TRIVEC is responsible for ensuring that adaptations and modifications delivered by the TRIVEC are compatible with other deliveries from TRIVEC.

20.4 PURCHASED HARDWARE

If Customer agrees to purchase point-of-sale equipment and supplies ("Hardware"), Customer shall pay the purchase price set forth in the Quotation, including shipping/handling fees, duties, brokerage fees, and any applicable sales, use, harmonized, valued-added or similar taxes. Hardware will be shipped to Customer upon due receipt of payment. All sales of Hardware are final. Customer must verify no later than five (5) business days from receipt of Hardware that shipment was accurate and complete, failing which the Product warranty will be inapplicable.

TRIVEC Warrants a guarantee of 12 months on sold hardware.

20.4.1. Limited Warranty

In addition to any applicable manufacturer's warranty, TRIVEC warrants to Customer that new Hardware will be free from defects in workmanship and materials for thirty (30) days from the date that Hardware was shipped to Customer as original end-user ("Warranty Period"). This Limited Warranty is not transferable. During the Warranty Period, TRIVEC may, at its sole option, repair or replace Hardware without charge for either labour or parts. Hardware must be returned in good condition in the original packaging and include all related components. Customer shall bear all costs in case of damaged Hardware and/or missing components. Charges for returning Hardware shall be for Customer's account. A restocking fee may also apply.

Following expiration of the Warranty Period, Customer must contact manufacturer for any repairs or replacement and adhere to manufacturer's merchandise return procedures. The manufacturer's warranty and contact information are included with Hardware.

TRIVEC's Limited Warranty does not apply: (1) to normal wear and tear; (2) if the Hardware is opened, tampered with, or repaired by someone not authorized by TRIVEC; (3) to any damage attributable to misuse, moisture or liquids, accident, abuse, neglect, or misapplication; (4) to physical damage to the surface of Hardware, such as scratches, dents, or other cosmetic changes; or (5) if used with products or services not provided or licensed by TRIVEC.

20.5 RENTED HARDWARE

If Customer agrees on renting hardware as a service (for example. in the product Trivec Handy). The service contains the right to use the product software, the hardware and support connected to the application. If there is an error that cannot be solved remote in hardware the customer shall send the hardware device to specified address. Trivec will replace the hardware and send another device. The service applies if the contract is valid, and the customer pays for the service. All rented hardware is owned by Trivec.

The Customer agrees to be careful when using the rented hardware from Trivec and agrees further on to keep the rented hardware clean and dry and use it the hardware in a matter to ensure reducing the risk of harm to the device. Trivec has the right to charge additional cost from the customer if clear misconduct and abuse of the hardware devices is proven. Additional cost is € 400. Trivec also have the right to end the agreement if such misconduct will arise.

21 CHANGES

These Terms of Conditions and Service may be changed unilaterally by TRIVEC. When changing these Terms of Use, TRIVEC shall publish the new Terms of Use on the TRIVEC website. If the customer does not accept one or more changes to the Terms of Use, the customer shall cease using Solutions from TRIVEC. The customer has the right to end the agreement if not accepting the terms and conditions stated. The customer is obliged to inform Trivec within 30 days and end the contract by the 6 months period stated in section 13 termination and suspension

22 APPENDIXES

Governing Law and Contracting Entity

Your location	Contracting entity	Governing Law	Venue
Belgium	Trivec Systems Belgium NV	Belgium Law	Turnhout Court
France	Trivec Systems SA	French Law	Court of Bordeaux
Sweden	Trivec Systems AB	Swedish Law	Stockholms tingsrätt
Norway	Trivec Systems AS	Swedish Law	Stockholms tingsrätt
Denmark	Trivec Systems A/S	Danish Law	Copenhagen Court