

Business Terms for suppliers on Tricom's Solutions

1. Definitions

1.1. The Supplier, stated in these business terms, is a joint designation for the legal entity that uses Tricom's solutions.

The Supplier is also the person who accepts the Business Terms (BT) for Suppliers on Tricom's solutions.

2. Acceptance of business terms

2.1. The Supplier declares to have read, understood and accepted the BT. For acceptance on behalf of a company, the Supplier declares to have the right to enter into binding agreements on behalf of the company or the authority.

2.2. The Supplier uses Tricom's solutions according to their goals, and hereby declares that the Supplier will not resell, lease or in another manner abuse the solutions in a way that Tricom would find inappropriate or in violation of current Danish law.

2.3. Through access to Tricom's solution, the Supplier has exclusive user rights to the software. All copyrights and ownership of Tricom's solutions, including future developments, are the property of Tricom.

2.4. The Supplier is responsible for all information, data, text and images that the Supplier adds or creates with the use of Tricom's solutions. The Supplier is responsible for the integrity of their own logins and all activity that occurs under the Supplier's logins. Any abuse is to be reported to Tricom, after which the account may be changed or closed.

2.5. The Supplier accepts that content, such as orders and catalogs in Tricom's solutions, may be sent unencrypted through various networks, and may change as a result of formatting changes.

2.6. The Supplier understands that these Business Terms are regarded as a contract between the Supplier and Tricom. BT may be a part of a signed agreement, or may have been agreed upon electronically without being physically signed. These BT's set the framework for the Supplier's use of Tricom's solutions.

2.7. For all of Tricom's products, amendments or changes to BT will have a three months' notice. Amendments or changes will appear in the version of BT that applies at any given time, which may be accessed from Tricom's web site, and are effective as of the date that they become available. For

subsequent access or use of Tricom's products, the Supplier's use is regarded as acceptance of the amended BT's.

2.8. Tricom may transfer this agreement and all rights and obligations to a third party. Such a transfer may not put the Supplier in a worse position. Tricom has the responsibility for informing the Supplier about this.

3. Tricom's solutions

3.1. Tricom's solutions are a joint designation for all products and services supplied by Tricom.

3.2. Tricom has the right to update and maintain Tricom's solutions, including changing and canceling existing functionality.

3.3. Tricom may choose to use subsuppliers for development and maintenance of Tricom's solutions. If the subsupplier hereby gains access to confidential information about Supplier, the same declaration of confidentiality will apply to the subsupplier pursuant to Section 5.1. Tricom is responsible for all deliveries for subsuppliers on the same terms as their own deliveries.

3.4. Tricom strive to have all solutions available 24 hours a day, 7 days a week, with the exception of service windows with warnings in advance.

3.5. If the Supplier delivers electronic catalogs for Tricom's solutions, the Supplier will be responsible for ensuring that all information in the catalog, including product descriptions, prices, discounts, shipping, fees and image materials, is correctly updated for all products, services and payments in the solutions at all times.

3.6. If the Supplier receives orders from Tricom's solutions, the Supplier will be responsible for handling the orders. The Supplier is obligated to retrieve the orders in Tricom's solutions, check the e-mail address for order delivery or any other channel for order delivery agreed with Tricom.

3.7. Integration to the Supplier's system can be established and configured per agreement with Tricom. Tricom will make interface descriptions available and will assist with development per arrangement. Amendments to interface descriptions to Tricom's systems are made with three months' notice, and the Supplier will be responsible for ensuring that their own systems can still integrate with Tricom's solutions.

4. Prices

4.1. The current prices for Tricom's add-ons and services are available on Tricom's webpage or through Tricom's solutions.

4.2. Tricom may launch additional products and services either licensed or free-of-charge.

4.3. Tricom reserves the right to discontinue free products and services, including changing free products to products that must be purchased with three months' notice or at the expiration of an agreement.

4.4. The Supplier may neither circumvent the obligation to pay for products or services, nor contribute to circumvention of the same obligation by other suppliers.

4.5. Support requests including assistance with catalogues will be billed to the Supplier at the current hourly rate, however, a minimum of one half hour per request.

5. Confidential information

5.1. Tricom registers and saves the information that is entered as a result of user interaction in Tricom's solutions. Tricom also registers user IP addresses and login times, as well as general use of Tricom's solutions. Tricom regards this information as confidential, but may use the information in anonymized form, such as information about search results from gauging response times.

5.2. Order information is regarded as confidential information, but may form the basis of anonymized statistics.

5.3. The Supplier may amend, copy and distribute Tricom's user manuals and presentations internally in printed matter or through electronic media. However, they may not distribute the material or any form of legal documents to a third party without permission from Tricom.

5.4. The Supplier is responsible for ensuring that registration and contact information for the Supplier is up-to-date in Tricom's solutions.

5.5 Legally binding materials, such as orders, will be stored by Tricom for a minimum of 5 years from the date they are sent, and a backup of the material are ensured as well, which Supplier, against payment for time spent, may requisition a copy at any time during the stated period.

6. Copyright and content

6.1. Tricom has all intellectual property rights to Tricom's solutions, documentation, transactions and similar material, and reserves the right to reproduce content that is made available through such. This also applies to electronic catalogs, which include a description of products and services, image materials, presentation of products and services through Tricom's solutions and graphical reproduction, including "Look and feel".

6.2. If the Supplier delivers electronic catalogs to Tricom, the Supplier may not include content that may be personally offensive or violating, in violation of the intellectual property rights of other companies or in any other manner in violation of Danish law. Tricom reserves the right to amend or remove content that is deemed to qualify as such. The Supplier will be informed about any amendments or deletions. If a claim is brought against the Supplier for breach of law, the Supplier must inform Tricom of such in writing.

6.3. The Supplier will be solely responsible for the Supplier's legal use of Tricom's solutions, and will not hold Tricom liable for any justifiable claim that may be raised against the Supplier as a result.

6.4. The Supplier is obligated to take the necessary measures for Tricom to be able to handle personal data related to the use of Tricom's solutions, including obtaining consent from the users that are to use Tricom's solutions on behalf of Supplier.

7. Agreement termination

7.1. Both the Supplier and Tricom may cancel the agreement at any point of time with a month's notice unless otherwise specified in add-on agreements.

7.2. At the termination of the agreement, the Supplier will be responsible for paying everything that is in arrears to Tricom, whether the Supplier has been invoiced or Tricom has an account receivable with the Supplier.

7.3. At the termination of the agreement, Tricom will deactivate the Supplier's company in Tricom's solutions, and remove the Supplier's access to Tricom's solutions.

8. Liability for damages

8.1. The Supplier and Tricom are liable for damages pursuant to current Danish law, however, pursuant to Section 9 "Liability limitation". The parties are not responsible for the other party's indirect losses,

including any lost advance resulting from downtime, operating losses, etc.

name, as part of a list of the Supplier references in Tricom's presentation and supplier materials, etc.

8.2. The liability for damages per the agreement for both parties is limited to the fee the Supplier has paid Tricom over the past 12 months, however a maximum of DKK 25,000.

9. Liability limitation

9.1. Tricom cannot be held liable for the Supplier's identity, including if a person or company provides a false identity when registering on Tricom's solutions, or if the relevant person/company is able to enter into binding agreements. Furthermore, Tricom can neither be held liable for whether the registrant is entitled to make the registration on behalf of the Supplier, nor for whether a created user access is used by the company to which it has been issued. Tricom reserves the right to report any false registration and abuse of Tricom's solutions to the police.

9.2. Tricom bears no responsibility for the products and services that are traded through Tricom's solutions, and cannot be held responsible for delivery security or payments. Likewise, Tricom cannot be held liable for any lost earnings or related losses resulting from any system errors or downtime for Tricom's solutions.

9.3. The Supplier may not hold Tricom, Tricom's sub-suppliers and partners, as well as other suppliers, liable for claims from a third party that involve a breach of copyrights, patent claims, etc., made against the Supplier. This will apply even through the relevant products and services can be traded through Tricom's solutions.

9.4. None of the parties are liable for fulfillment of the obligations in the agreement, if fulfillment is not possible due to force majeure, i.e. due to circumstances beyond the partners' control, such as fire, war, interruptions to Supplier's electrical supply or network.

9.5. This agreement is subject to Danish law.

9.8 All disputes must be generally resolved between the parties as much as possible. If the dispute cannot be resolved through negotiation or moderation between the parties, the dispute will be settled by the Maritime and Commercial Court in Copenhagen.

10. Marketing

After entering into the agreement with the Supplier, Tricom will be allowed to mention the Supplier for marketing purposes. For example, this might be a mention on Tricom's web site with a logo and by