

Terms and Conditions

The below terms and conditions (the “**Terms**”) apply to the use of Intempus ApS (the “**Supplier**”, “**we**”, “**us**”, “**our**”) software solutions, and any integrations (the “**Software**”) and associated services, support and consulting services (collectively, the “**Services**”), depending on package or industry solution, and any additional services that may have been ordered or otherwise agreed with us (the “**Agreement**”). By ordering or using all or part of the services, the customer (“**the Customer**”, “**you**”) accepts these terms. These conditions also apply to the use of the software in a possible free trial period or similar.

1 Right of use, subscription and intellectual property rights

1.1 Right of use

- 1.1.1 During the subscription period, the Customer acquires a time-limited, non-transferable and non-exclusive right of use to use the Software, for the purposes and with limitations according to the Terms, and any other agreement that the Customer may have entered into with the Supplier.
- 1.1.2 The Customer's right of use includes a right to access the Software for (i) all of the Customer's own employees, and for (ii) the Customer's auditors, and temporary workers who are not considered competitors of the Supplier. The Customer may also obtain a right of use for employees of Customer group companies, if the Customer ensures that such group companies accept the Terms in writing. However, the customer is not entitled to give third parties access to the system.
- 1.1.3 The customer is wholly responsible for users whom the customer authorises access to the system, and for the Software being used in accordance with the Terms in such cases.
- 1.1.4 The Customer may not reverse engineering, decompile or disassemble the Software, except in cases where such actions may be required by applicable law.

1.2 Subscription

- 1.2.1 Subscriptions with a set-up fee will be charged immediately following the set-up.
- 1.2.2 The Customer can create the number of users needed by the Customer. Payment is charged on a monthly basis for the number of registered software users per commenced month after the start of the subscription. For example, if the Customer has 20 registered software users at the start of the subscription month, a payment (price per user, depending on the selected package/agreement) for 20 users will be charged for the applicable month. If the Customer removes a user later in the month, the subscription will be adjusted with effect from the start of the following month. If the Customer registers new users, the subscription is amended immediately.

- 1.2.3 The subscription is automatically renewed on a rolling basis at the end of each month, unless the Customer terminates the agreement through the Software's termination function at the latest one day prior to the end of the current month. If the subscription period runs from the 20th to the 20th of a month, the subscription must be cancelled no later than the 19th if the Customer wants to terminate the subscription.

1.3 Intellectual property rights

- 1.3.1 The Supplier retains all intellectual property rights for the Software, including, but not limited to, websites and code designs, images, animations, video, audio, music, text and applets incorporated in the Software, as well as any documentation related to the Software, and all copies of the Software are owned by the Supplier or its relevant subcontractors. Nothing in the Agreement or the Terms shall be construed as an assignment of intellectual property rights to the Customer.
- 1.3.2 The Customer is not entitled to copy all or part of the documentation related to the Software.
- 1.3.3 Data entered into the Software by the Customer is the Customer's property, and it is therefore the Customer's responsibility to ensure that the data storage and documentation is performed in accordance with current legislation in force at any given time. However, the Supplier has the right to anonymise and then use data that comes into the Supplier's possession while performing the tasks set out in the Agreement, e.g. data entered by the customer, or data that the Supplier receives in connection with delivering support and/or consulting tasks to the Customer, with a view to compile statistics on the use of the Software and testing, developing and correcting the Software. If such data includes personal data, the conditions in section 3 apply.
- 1.4 Non-compliance with this section, including, i.e. improper handling of the Software, which enables the software to be copied by third parties, will be considered a material breach of the Terms, whereby the Supplier will be entitled to terminate the Agreement and cease the Customer's right of use with immediate effect.

2 Price and payment terms

- 2.1 Prices are stated in Danish kroner (DKK) excl. VAT and other public taxes and duties. Price changes are notified in the same way as changes to the Terms and Conditions, in accordance with section 4.2.
- 2.2 After the subscription registration, the Supplier will invoice the Customer on a monthly basis prior to each commenced month. The Supplier's commitment towards the Customer ends when the subscription is terminated. Subscriptions already been paid are not refunded. Please note that there is no right of withdrawal when purchasing the Services.
- 2.3 Purchased consulting services, etc. in addition to the subscription, are invoiced immediately upon agreement of the additional purchase. Invoices have to be paid within 30 days from the invoice date.
- 2.4 Late payments will incur interest at a rate of 2% per commenced month after the invoice due date, as well as a fee of DKK 100 per sent reminder, until a full payment has been received.

3 Personal data

- 3.1 The Supplier continuously gathers information on how Customers and users use the Supplier's website and the Software. This data may also include a user's personal data. The data collection is carried out in order to optimise the Software and the Supplier's other services, i.e. in order to improve the Software and website functionality and user-friendliness. The Supplier is the **data controller** when personal data is processed for these purposes.
- 3.2 The Supplier is also the **data processor** for the personal data that is processed in connection with the use of the Software, including the processing of personal data on Customer employees and other users with Customer authorised access. By accepting the Terms, the Customer also accepts the Supplier's **data processing agreement**, which regulates the Supplier's processing of personal data on behalf of the Customer.

4 Updates, maintenance and changes

4.1 Updates and maintenance

- 4.1.1 The Supplier has the right to update the Software at any time. Each update is implemented by the Supplier and automatically released to the Customer when completed. The Supplier also has the right to carry out necessary maintenance at any time.
- 4.1.2 Updates and maintenance may include bug fixes, functional improvements and other changes to the Software, the extent and frequency of which is determined by the Supplier.
- 4.1.3 Access to the Software may be temporarily unavailable in connection with updates and maintenance. The Supplier will always endeavor to notify the Customer if the access will be temporarily unavailable, and only shut down access to the Software at non-peak times.

4.2 Changes

- 4.2.1 The Supplier has the right to change the Terms at any time with 30 days written notice.
- 4.2.2 If a change is of material importance, the Customer is entitled to terminate the Agreement with effect before the change in question enters into force.
- 4.2.3 Current Terms and Conditions can always be accessed on the Supplier's website.

5 Competing undertaking

- 5.1 When purchasing Services from the Supplier, the Customer guarantees that the Customer is not in competition with the Supplier, or working directly or indirectly for companies in competition with the Supplier. In this context, competition means working, owning or being affiliated with a company that provides IT systems that supports payroll and other types of bookkeeping.

6 Customer IT environment

- 6.1 The Customer must have internet access and use an updated web browser, or other relevant equipment or application supported by the Supplier, in order to access and use the Software. The Customer may request information on supported web browsers and applications from the Supplier at any time (including prior to the conclusion of the Agreement).
- 6.2 The Customer is obliged to check the Software output, in particular certain files and printouts/reports, and to immediately notify the Supplier if there are errors found in the Software.

7 Transfer of rights

- 7.1 The Supplier may transfer its rights and/or obligations in accordance with the Agreement to third parties without prior approval from the Customer.
- 7.2 The Customer may not, without prior approval from the Supplier, transfer its rights and/or obligations in accordance with the Agreement to third parties. Furthermore, the customer may not sell, rent or lease the right to use the Software, except in accordance with the right of use as specified in section 1.1.

8 Customer non-compliance

- 8.1 If the Customer is in material breach of the Agreement (including the Terms), the Supplier is entitled to terminate the Agreement and terminate the right to use the Software with immediate effect, regardless of any agreed notice periods, etc. The Agreement is considered to be materially breached if the Customer (i) does not pay an invoice due within 14 days of the written request, (ii) is declared bankrupt, goes into cessation of payments or otherwise initiates liquidation/resolution, etc., or (iii) uses the Software in a manner that is harmful to the Supplier or the Supplier's other customers.

9 Liability and limitations

- 9.1 The Software is a standard solution and the Customer is given access to the Software as is. The Customer is solely responsible for ensuring that the purchased Software and any additional services meet the Customer's needs.
- 9.2 The Supplier does not provide advice or assurance in terms of the Customer's use of the Software without a separate written agreement. Customer use is therefore the customer's own responsibility and at the Customer's own risk.
- 9.3 The Supplier is not responsible for errors that arise as a result of misuse or incorrect use of the Software, or errors that arise as a result of the Customer using the Software in violation of what has been agreed or provided.
- 9.4 The Supplier is under no circumstances liable for indirect losses or consequential damages, including, but not limited to, loss of profits or expected profits, loss of data, damage to records or data, or any other form of indirect loss or consequential damage, as well as internal labour costs and costs for third parties/cover that has not been approved by the Supplier in advance.

- 9.5 The Supplier accepts no responsibility whatsoever – to the greatest extent permitted in accordance with mandatory applicable law – for product liability for losses or consequential damages, etc. that may arise as a result of using the software.
- 9.6 The Supplier's total liability under the entire Agreement is limited to an amount corresponding to the Customer's total subscription payment in the last three months prior to the incident giving rise to the claim.
- 9.7 Compensation claims that are not submitted within 12 months after the damaging incident are deemed as lapsed.

10 Force majeure

- 10.1 Neither party is liable for damages, etc. that are a direct or indirect consequence of the party being delayed or prevented from fulfilling its obligations under the agreement due to an event of force majeure, i.e. an event that is beyond the reasonable control of the Party concerned, including, but not limited to, war and other unrest, natural disasters, strikes, lockouts, fires, damage to product inventory, import and export regulations, power outages, cyber attacks (which could not have been prevented by the implementation of usual measures), cessation of activity or lack of connection with internet providers, etc.

11 Subcontractors

- 11.1 The Supplier is entitled to use subcontractors in connection with the delivery of the Services. If part of the Customer's use of the Services is provided by a subcontractor, the Supplier will make the Customer aware of any special conditions prior to the conclusion of an agreement to provide such services.

12 Confidentiality and security

- 12.1 The parties must observe common confidentiality with regards to all non-public information.
- 12.2 The Supplier maintains confidentiality in terms of Customer data and is not entitled to pass on the Customer's data to third parties, other than information that must be passed on in order for Software functions to be secure, or for the Services to be provided in accordance with the Agreement.
- 12.3 The Customer may not present or pass on information about the Software that has been acquired as part of the parties' cooperation or in violation of the Agreement to a third party, unless this explicitly follows the Agreement. This also applies after the Agreement has been terminated.
- 12.4 The Software is installed with a high level of security and soundness in order to prevent unauthorised access to Customer data, among other things. The Supplier has also implemented security measures in accordance with the Supplier's data processing agreement, which forms part of the Agreement.

13 Applicable law and disputes

- 13.1 The agreement is subject to and must be interpreted in accordance with Danish law, disregarding private international law rules.
- 13.2 Any dispute, including disputes about the existence or validity of all or parts of the Agreement, must be brought before the Danish courts.