

Dubex:

DUBEX GENERAL TERMS AND CONDITIONS

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The following document contains the general sales and delivery conditions for the Customer's deliveries from Dubex.

1. SCOPE, APPLICATION AND VALIDITY

These terms and conditions are divided into the following three parts:

Part I) contains general terms and conditions that apply to any Dubex delivery

Part II) contains special/additional terms and conditions that apply to the purchase and delivery of Software and Hardware Products.

Part III) contains special/additional terms and conditions that apply to the purchase and delivery of services

The following terms and conditions apply to any purchase, including but not limited to the purchase and delivery of Hardware and Software products, services etc. delivered by Dubex A/S (hereafter referred to as Dubex) to the Customer, unless otherwise has been agreed expressly in writing between the Customer and Dubex.

2. DEFINITIONS

Dubex Working Days: Dubex working days are Monday to Friday with the exception of Danish national holidays as well as the 24th and 31st of December.

Dubex Working Hours: Dubex working hours are 9am-5pm on Dubex Working Days.

Dubex Agreements: Agreements reached between the Customer and Dubex as pertains to the purchase and delivery of services directly from Dubex.

Managed Services: Services in which Dubex handle the daily work for the service in question, and where Dubex holds the responsibility for the daily operation of the service.

Consultancy services: Services that involve a human resource such as a consultant, supporter or technician. The service can be delivered on-site for the Customer or off-site via remote access to the Customer's equipment. Consultancy services can be delivered to the Customer on an hourly rate or at a fixed agreed upon price.

Project Services: Services that are delivered and carried out in connection with a larger defined and delimited task, typically over a longer period.

Support Agreements: Agreements pertaining to technical support on specific products, where the technical support is carried out by Dubex in a scope and for a fixed price that has been formerly agreed upon.

Maintenance Agreements: Agreements containing support- and/or maintenance products directly from a product vendor.

Product Vendor: An external company or corporate entity producing hardware and/or software products, cloud services and software-as-a-service.

Part I) General terms and conditions for any delivery from Dubex to the Customer

3. CONCLUSION OF AGREEMENT

Offers only apply if received in writing and for the delimited period as stated in the offer. Should nothing else be stated explicitly by the offer, an offer remains valid for 14 days from its date of issue.

Agreements are binding upon having been accepted in writing by the Customer and Dubex. Dubex's order confirmation applies unless the Customer makes an objection in writing no later than three Dubex working days after the Customer receives the order confirmation.

3.1 SPECIAL TERMS AND CONDITIONS

In the case of a delivery containing Hardware and/or Software products, this part of the delivery will be subject to special terms and conditions from the Product Vendor (End User License Agreement).

In such cases, the Customer is obligated to understand and comply with the special terms and conditions of the Product Vendor, e.g., terms and conditions applying to the right of use, possible restrictions in use, handover etc.

4. PRICE AND PAYMENT CONDITIONS

All prices are listed in Danish Kroner (DKK), excluding VAT and excluding shipping, unless otherwise has been specified in writing. Final discounts are listed with reservations to the final approval from the respective Product Vendors.

Payment conditions are standard 14 days net cash from invoice date, unless otherwise has been agreed with the Customer.

5. TRANSFER AND TERMINATION

5.1 TRANSFER

Dubex agreements can be transferred from the Customer to a third party after a written acceptance from Dubex. However, this does not apply to transfers to a company or organisation owned by the Customer at a stake of more than 50%. Dubex does retain the right to reject any eventual transfer, insofar as Dubex as a factually relevant reason for doing so.

Additionally, the eventual transfer of the Customer's Hardware and/or Software products is conditional on the involved Product Vendor's written acceptance hereof, cf. section 3.1.

Dubex is not entitled to transfer (or sell) Dubex agreements to a third party without prior written consent from the Customer. However, the Customer is not entitled to reject the transfer (or sale) unless having a factually relevant reason for doing so. Dubex does retain the right to transferring Dubex agreements to a group affiliated company.

5.2 TERMINATION

Dubex agreements cannot be terminated by the Customer during the period of validity of the agreement, and the Customer's expenses incurred in connection with the agreement will therefore not be refunded.

6. GENERAL CONDITIONS

6.1 RESPONSIBILITY AND LIMITATIONS OF RESPONSIBILITY

Dubex is not liable for any economic losses to the Customer, such as losses in operation and/or production, loss of data, material damages, lost earnings or other indirect losses.

Dubex's limited liability does not apply insofar that Dubex or Dubex's employees have acted with gross negligence or omission.

Dubex cannot be held liable for the Customer's loss of profit, production, goodwill, loss or destruction of data or other indirect losses or consequences, whether due to delays, delivery of defected goods or otherwise. This also extends to non-contractual compensation.

Additionally, Dubex's liability is under all circumstances, and regardless of the degree of any negligence, limited to:

1. In the case of the purchase and delivery of a Hardware and/or Software product, Dubex's liability is limited to the agreed-upon price for what is delivered.
2. In the case of the purchase and delivery of services, Dubex's liability is limited to the Customer's yearly remuneration for the service.
3. In the case of the purchase and delivery of consultancy services, Dubex's liability is limited to 50% of the agreed-upon remuneration for the service. This remuneration cannot exceed 200.000 DKK.

6.2 CONFIDENTIALITY

The Customer and Dubex, along with their employees, are subject to confidentiality during as well as after the period of the agreement about any matters such as those relating to the agreement of the second or third party that they may come to know, and if the confidentiality according to the nature of the case is required or is prescribed by a second party.

Confidentiality does not apply to information that is publicly available, or if disclosure occurs as a result of compliance with legislation.

Neither the Customer nor Dubex can exploit such information in order to harm the second or a third party.

6.3 LEGAL RESPONSIBILITY

Should Dubex be requested by Danish police or another public authority to collaborate in conjunction with an authority's investigation of illegal activities, Dubex retains the right to assist the authorities in such investigations. In the case of illegal activity, the Customer is obliged to keep Dubex indemnified for any possible compensation claims.

6.4 DATA PROCESSING

During the course of support activities, troubleshooting or consultancy tasks, it may be necessary to transfer data from the Customer's systems to Dubex. In making such agreements, the Customer authorises that data from the Customer's systems may be transferred to, used and stored at Dubex. Data transferred from the Customer's systems to Dubex remain the property of the Customer.

Dubex is obligated to store and handle such data in an appropriate manner, and to delete data, when it is no longer necessary for the completion of the tasks in question. In accordance to ISO 27001, sensitive data, such as passwords, will only be stored in an encrypted form and in such a way that access thereto is registered. Additionally, Dubex is also obliged to delete the Customer's data, once it is no longer necessary for the investigation in question

In processing support cases for the Customer, it may be necessary to escalate the problem solving to a Product Vendor and in this case forward Customer data for analysis by the Product Vendor. Such a transfer is covered by such agreements.

6.5 SUBCONTRACTORS

Dubex holds the right to make use of subcontractors in completing parts of the delivery. In such cases, Dubex remains responsible to the Customer in accordance with the content of the agreement.

6.6 MARKETING

Dubex holds the right to mention the Customer's name and describe the Customer's use of the products and services included in the agreement on lists of Customers and products on Dubex's homepage as well as in related written material. Dubex's use cannot contain information of the Customer's security solution including detailed information that could possibly be misused by a third party.

6.7 BREACH

Should the Customer or Dubex be in material breach of their obligations in accordance with the present agreement or in the case of bankruptcy, liquidation, or suspension of payment, any of the parties are intitled to terminate the agreement with immediate effect and demand any outstanding sums.

In defaulting on punctual payment, and in case of the Customer not paying within 10 days of Dubex issuing claim thereof, Dubex has the right to immediately terminate the agreement and claim any outstanding payments.

6.8 FORCE MAJEURE

Force majeure covers events of an extraordinary nature (e.g., wars or natural disasters) beyond the control of the Customer or Dubex, and which the Customer or Dubex could not be obliged to anticipate ahead of reaching the agreement and could neither have prevented or overcome. The circumstances of a subcontractor are only considered force majeure should the subcontractor face adversity covered by the first point, and which Dubex could not reasonably have foreseen, avoided, or overcome.

Should the Customer or Dubex wish to claim force majeure, they must announce so in writing without groundless delay, though no later than five working days after force majeure has occurred. In doing so, included shall be a briefing regarding the expected duration of the circumstance of force majeure. Force majeure can only be claimed insofar as Dubex or the Customer affected by force majeure has provided a written announcement regarding this to the other Party as prescribed above. As a maximum, force majeure in delays can only apply to the number of working days through which the situation of force majeure lasts.

Should a situation of force majeure exceed three months, or should the situation of force majeure be of such a nature or duration that renders the final completion of the agreement impossible, the second Party is entitled to terminate the agreement with future effect. Neither Dubex nor the Customer can make claims applicable in this event.

6.9 GOVERNING LAW AND JURISDICTION

The agreement along with any appendices shall be subject to Danish law.

Any discrepancy regarding the understanding of the agreement, its interpretation and/or execution is to be definitively decided by the Danish courts in the jurisdiction, whereto the Customer belongs.

Del II) Special/additional terms and conditions for the purchase and delivery of Hardware- and Software products

7. SOFTWARE- OG HARDWARE-PRODUCTS

7.1 DELIVERY

Products from Dubex are delivered at the time specified in the order confirmation by Dubex. Any delivery times are indicative; they are as such not binding for Dubex, unless Dubex has given special written explicit guarantee for the delivery time in question. At all times, Dubex will strive to loyally deliver in accordance with the indicated time of delivery.

A delivery has been made when a shipment is handed from Dubex to the shipping company. Should delivery be made directly from the Product Vendor to the Customer, the delivery will have been made when the shipment has been transferred to the shipping company.

For the electronic delivery of products, e.g., Software products, delivery is considered done when the Software, license certificate or license key has been sent electronically to the Customer from Dubex or directly from the Product Vendor.

In case of a delivery being delayed, the Customer is entitled to terminate the Agreement, insofar as Dubex has failed to make the delivery no later than 30 Dubex Working Days after having received the Customer's written delay claim.

7.2 RISK AND OWNERSHIP

Dubex retains the property rights to sold and delivered products, until the agreed-upon payment has come into the hands of Dubex.

The risk of loss or damage to products is transferred from Dubex to the Customer upon delivery, cf. section 7.1.

7.3. FAULTS AND DEFECTS

7.3.1 CONTROL AND CLAIM

Immediately upon delivery, the Customer is obligated to thoroughly examining the delivered products, including but not limited to examining and testing the products for any faults and deficiencies that could be established at delivery.

In the case of established faults or deficiencies regarding the products, immediately or at the latest seven days after delivery, the Customer must inform Dubex about this in writing. Should the Customer neglect stating a fault to Dubex within the established deadline, the Customer loses the right to produce a claim regarding the stated faults or deficiencies.

Should the Customer state faults or deficiencies concerning a Software product, Dubex is obligated to replace defected Software products within seven days after the time of delivery. Dubex will not provide any other remedies for this deficiency, and unless agreed otherwise, Dubex takes no responsibility for the Software, including but not limited to its suitability for a given purpose, or that its operation will be without interruptions or errors.

In the case of the Customer's stated faults and deficiencies, the Product Vendor's license terms will apply to the Customer at any time.

7.3.2 COMPLAINT PERIOD

The complaint period for the functionality of a product is solely decided by the complaint period specified by the license terms of the Product Vendor (EULA).

7.3.2.1. MAINTENANCE- AND SUPPORT AGREEMENTS

The Customer can prolong the complaint period by purchasing a maintenance- and support agreement with, respectively, the Product Vendor and Dubex.

Should the Customer have entered a maintenance agreement with the Product Vendor through Dubex, such an agreement is purely a matter between the Product Vendor and the Customer. The Customer is therefore not entitled to make any claim applicable to Dubex in this context.

7.3.3 Delimitation

Above mentioned right of complaint:

- i. does not apply to defects as a cause of wrong or insufficient maintenance on the part of the Customer, unauthorised modification, incorrect use, operation outside specifications for the product in question, misuse, neglect, misfortune, loss or damage during transit, wrong preparation or unauthorised maintenance or repairs.
- ii. is the only right of complaint provided by Dubex to the Customer.
- iii. can only be used, should Dubex have received a written complaint along with the defected product within the complaint period.

7.3.4 REMEDIATION

In the complaint period, Dubex is obligated and entitled to remediate the above-mentioned types of faults and deficiencies free of charge, either by repairing or replacing units and/or components of Hardware depending on Dubex's discretion. Should Dubex have failed to remedy the deficiency, or by Dubex's discretion replace the product, within a reasonable timeframe the Customer is entitled to a refund of the purchasing price by the redelivery of the product to Dubex.

7.3.5 CUSTOMER EXPENSES

Customers pay their own expenses incurred with the returning of a given product to Dubex.

7.4 INVOICING OF HARDWARE AND/OR SOFTWARE PRODUCTS

Hardware and/or Software products from Product Vendors, such as licenses, appliances and hosted services, are invoiced at delivery.

7.4.1. SUPPLIER MAINTENANCE EXPENSES

The fixed fee charged in connection with support agreements typically contains two elements: A Maintenance Agreement with one or more Product Vendors and a Support Agreement with Dubex.

The fee charged for a maintenance agreement is invoiced for the entire period upon entering into the agreement or upon renewal. Paid fees cannot be reimbursed. This also applies, should equipment or software perish or be removed from operation.

Should a supplier not offer direct end customer support, support must be purchased separately, either as a Dubex support agreement or, based on the time required, as section 8.1.1.

Part III) Special/additional terms and conditions for the purchase and delivery of services

8. DUBEX SERVICES

8.1 PAYMENT

In addition to any fixed costs, e.g., in connection to entering into Dubex agreements, Dubex has the right to charge the Customer for the following services.

8.1.1 CONSULTANCY SERVICES

Consultancy services, whether this is provided at the Customer's address or from Dubex, are invoiced after the agreed-upon time. Time consumption is calculated for each half hour started unless another written agreement has been concluded with the Customer.

Consultancy services delivered off-site by Dubex will be invoiced for minimum one consulting hour unless another written agreement has been concluded between the parties.

Consultancy services delivered on-site at the Customer's address will be invoiced for a minimum of two consulting hours unless another written agreement has been reached between the parties. In the delivery of on-site consultancy services, time for incurred transportation will be invoiced (cf. section 9.1.3.).

Consultancy services delivered as a service outside Dubex working hours will be invoiced for a minimum of three hours with an additional overtime surcharge, cf. 8.1.2., regardless of whether the consultancy service is delivered to the Customer on-site or off-site.

Should the Customer cancel an order regarding consultancy services less than three Dubex working days before the agreed-upon start thereof, Dubex has the right to invoice the Customer for the time reserved in conjunction with this consultancy task (e.g., a reservation starting Thursday at 10am must be cancelled no later than the Monday of the same week within Dubex working hours to avoid invoicing).

8.1.2 OVERTIME

Should the Customer request a task, or elements of a task, performed outside Dubex working hours, an additional overtime surcharge of 100% of the applicable hourly rate will be invoiced for the hours in question.

The performing of tasks with overtime surcharge must be agreed upon with the Customer in advance. In the case of a task shifts from the regular fee to the overtime fee, the Customer (unless otherwise agreed) is to be informed of this change and will be offered having the tasks performed at a different time within Dubex Working Hours.

8.1.3 TRAVEL EXPENSES AND TRANSPORT TIME

Consultancy services delivered on-site at the Customer's address are invoiced for the time spent on transport from Dubex to the Customer, as well as from the Customer and back to Dubex. This billing covers driving costs, incl. spent time, operating expenses and vehicle maintenance, along with any charges incurred on bridges and roads as well as parking fees.

Transport time is derived from the quickest route of transport, calculated using a route planner without factoring in other traffic and rounded up to the nearest half hour.

Travel expenses for going abroad, as well as places in Denmark only reachable by ferry, boat or plane, are invoiced with the actual expense and time spent. Such travel expenses are to be approved by the Customer before being accrued.

8.1.4 PAYMENT OF SUPPORT TASKS

The following applies to Customers with valid Dubex support agreements.

Support tasks that are normally covered by the support agreement will always be invoiced, insofar as they, in accordance with the agreement reached with the Customer, are performed outside Dubex working hours in accordance with section 8.1.1 and 8.1.2.

Consultancy services performed in conjunction with support delivered off-site by Dubex is invoiced for a minimum of half a consulting hour.

Consulting services in conjunction with support that are delivered on-site at the Customer's address are invoiced for a minimum of one consulting hour. In conjunction with the delivery of on-site consulting services, the included travel time will be invoiced as well.

8.2 INVOICING

Invoicing happens after the following guidelines.

8.2.1 SERVICES AND CONSULTANCY

Project services delivered as a part of highly intensive projects, are always subject to partial invoicing on a monthly basis.

Project services performed in conjunction with other projects are partially invoiced at a minimum of once every quarter unless alternative written agreements were made with the Customer.

Other services, delivered at a fixed price, are invoiced upfront upon commencement of the task unless alternative written agreements were made with the Customer.

Other consultancy services delivered against the billing of time spent are invoiced monthly or quarterly at Dubex's discretion.

8.2.2. SERVICES

Dubex Services, delivered at a fixed price, are invoiced upon commencing the task, unless alternative written agreements have been made with the Customer.

8.3 REPORTING, CONSULTANCY PROJECTS

Reporting on completed projects as well as the hours spent is done in conjunction with invoicing or at an interval agreed upon by the parties. The report is delivered as an extract from Dubex's time recording system.

8.4 PRICE REGULATION OF HOURLY RATES AND OTHER CHARGES

Without further notice, Dubex is entitled to regulate the hourly rates and other charges in accordance with the net consumer-price index from Statistics Denmark (as can be seen at <https://www.dst.dk/da/Statistik/emner/forbrugerpriser/nettoprisindeks>), effective from January 1st every year.

Price regulation is established using the index from the latest of past regulations as a starting point. Should the net consumer-price index cease to exist, Dubex has the right to use replacing index or a corresponding price index.

Any other regulation or change in prices, including but not limited to prices for services and hourly rates etc., will be reported in writing to the Customer with a notice of at least 3 months before the regulation or change comes into effect or in relating to a renewal.