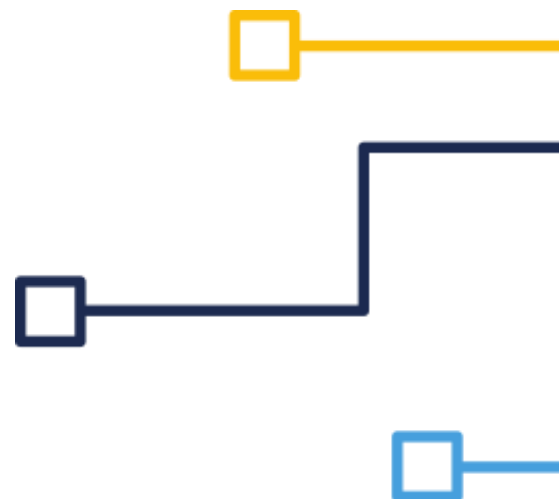


General Terms and Conditions and Service Agreements

Fortes ProjectFlow

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1 About the General Terms and Conditions and Service Agreement

Fortes Nordic (ProjectFlow A/S) provides this document to outline our services transparently. Customer-specific written agreements in the Offer Document take precedence over these terms. For questions, contact administration@projectflow.dk.

Fortes may enhance services and will notify customers of major changes via email or newsletter. [The latest version is available on our website.](#)

2 Software Agreement

Subscriptions to Fortes ProjectFlow are valid for a commitment period of 1-5 years, as specified in the Offer Document.

2.1 Subscriptions and users

- Fortes grant the Customer a non-exclusive right to use subscribed modules for the agreed number of named users according to the offer document.
- "Writing licenses" allow data creation, editing, and deletion; "reading licenses" allow viewing only. A writing license includes reading permissions.
- Licenses must match across modules (except Time Registration, which requires a reading or writing license and a Time Registration license for the number of Time Registration users).
- Changes in the subscription can be requested by phone or e-mail.
- Virtual users require a reading license.

2.2 Termination and Renewal

- The subscription is entered into for the agreed period as stated in the order/agreement document. A discount is granted for longer commitment periods.
- The subscription is automatically renewed for successive periods of 12 months at a time unless terminated in writing with at least 3 months' notice prior to the expiry of the current subscription period. Termination must be sent in writing to administration@projectflow.dk.
- For subscriptions with a longer commitment period, termination can only take effect at the end of the agreed commitment period. The Customer remains obliged to pay the full subscription fee for the entire agreed commitment period, even if the Customer wishes to terminate or ceases to use the software before the end of the period. Fortes may terminate the agreement due to the customer's material breach (e.g., non-payment or bankruptcy), provided that written notice is given.

- Both parties will then have 30 days from the date of notice to fulfill their obligations.
- Data can be exported (as Excel and/or SQL) before termination; it's deleted afterward unless otherwise agreed.

2.3 Pricing and Invoicing

- Fortes is entitled to index the prices on all services - including consultancy - annually based on Statistics Denmark's index of wage developments within the industry (ILON15).
- Subscriptions are invoiced yearly in advance; consultancy monthly in arrears and vouchers when agreed. Payment is due within 30 days.
- ProjectFlow reserves the right to change subscription prices once a year. Existing customers are informed of price changes via e-mail with at least six months' notice.

3 Liability

- Fortes ensures ProjectFlow meets agreed specifications and corrects errors promptly. Liability for damages is capped at the lesser of:
 - DKK 1.000.000 per event (max DKK 2.000.000/year); or
 - Subscription fees paid in the prior 12 months.
- Indirect damage (e.g., lost profits) are excluded.
- Limits don't apply to Fortes' willful misconduct or gross negligence, but liability is void if the Customer modifies products (prohibited).
- Neither party is liable for force majeure (e.g., natural disasters, supplier failures beyond control).
- Fortes holds Professional and Business Liability insurance. Report claims promptly to administration@projectflow.dk for resolution.

4 Contacts for services and consultancy

- Fortes provides consultants for implementation and requires Customer training/workshops. A Customer-appointed administrator must manage the software.
- Customer support services are offered and described under the Customer Support section.
- The account manager is your primary contact with Fortes for overall customer satisfaction, commercial agreements and the goal plan. For questions about your subscription, changes to the software, changes to contact persons and other questions, you can contact your account manager. If you do not know who your account manager is, you can also send an email to administration@projectflow.dk.

- Your appointed account manager handles customer satisfaction, commercial agreements, and the goal plan. For subscription or software questions, contact them or email administration@projectflow.dk if unknown.
- Your appointed lead consultant to supervise the implementation phase. Together with you, the lead consultant defines the project plan. You will allocate a contact person who is available to work closely with our appointed lead consultant thus ensuring successful implementation of the project. The customer is handed over to the Customer Support Center once the implementation phase is completed if the customer has bought a support agreement.
- The hourly rate for invoicing is listed in the Offer.
- Voucher with built-in discount is offered. The ProjectFlow voucher scheme offers volume discounts as outlined below:

Voucher	
<i>Amount</i>	<i>Discount %</i>
50 hours	5%
100 hours	10%
200 hours	12%
400 hours	20%

- Traveling time is charged at normal regular hourly rate. The cost of transportation is not included in the contract unless explicitly mentioned.

5 Customer Support Center and support agreements

ProjectFlow A/S offers two support agreements with services supplied by our Customer Support Center:

- 1) The 'System Service Level Agreement' is for system errors, malfunctions and downtime and provides the customer with a guaranteed response time depending on the chosen service level. If the Customer has not selected this support agreement, errors and deficiencies will be corrected when the Supplier has available time.
- 2) The 'Use-oriented 2nd Level Support (Hotline)' offers unlimited support hotline to help experienced super users in using the standard functionality. If the Customer has not selected this support agreement, use-oriented support will be provided on an hourly basis.

The selected support agreements and service levels in your agreement are described in the Offer Document.

5.1 Ad 1) System Service Level Agreement

Fortes Support Center troubleshoots incidents (errors or malfunctions) for customers with a System SLA. Registered administrators report incidents via the Customer Support Portal or e-mail. Customers must assist and provide system access to resolve incidents.

Registration of incidents

You can register an incident by using our Customer Support Portal or support e-mail address (support@projectflow.dk). Each incident is assigned a priority by the support employee. This priority determines how quickly the incident is dealt with. In acute situations, the incident must be registered on the Customer Support Portal before you contact the Support Center by phone.

Priorities and response times

Each incident is assigned a priority by the support person handling the incident. The guidelines for prioritization and associated response times are as follows.

Urgent (Priority 1)

An urgent incident implies that the application cannot be used at all or is functionally disrupted to such an extent that the application cannot be used. Business critical tasks cannot be performed. For these incidents, we will continuously work on realizing a (temporary) solution. The temporary solution will be converted later into a permanent solution, if applicable.

High (Priority 2)

A high priority incident implies that the functionality of the application is seriously affected but work can continue. Important tasks cannot be performed. For these incidents, we will implement a (temporary) solution as soon as possible. The temporary solution will be converted later into a permanent solution, if applicable.

Normal (Priority 3)

A normal priority incident affects daily operations, but normal work can continue. Important tasks can be carried out. For these incidents, we will realize a solution in the shortest possible time, taking into account planning and availability.

Low (Priority 4)

A low priority incident will not affect daily usage. For these incidents, we will in all reasonableness realize a solution, taking into account planning and availability.

Level	Response time Priority 1	Response time Priority 2
Bronze	24 hours	72 hours
Silver	8 hours	24 hours
Gold	2 hours	8 hours

The payment for the support agreement is for the guaranteed response level. Regarding the actual hours used on the incident, Fortes pays for the hours spent to solve incidents due to errors on the Fortes' side. The customer pays for the hours if the reason for the incident is due to errors on the Customer's side. This includes errors/interruptions of service related to errors in customer-specific solution configuration, IT infrastructure such as hardware, network, Entra ID, Windows, Office 365, browsers, Exchange and Office products.

5.2 Ad 2) Use-oriented 2nd Level Support (Hotline)

This support agreement provides 2nd level support to the customer with regard use of standard Fortes ProjectFlow.

The support function employees are ready to answer questions from the Customer's contact persons. The support function employees are trained in handling inquiries regarding ProjectFlow standard functionality in the latest version of all modules.

Inquiries relating to customer-specific adaptations to the Customer's ProjectFlow solution and to system-operation, errors, change requests and organizational implementation are not covered under this agreement.

The Customer appoints a fixed number of named contacts trained in Fortes ProjectFlow that are allowed to contact the Customer Support. The number of contacts depends on the chosen service level.

Agreement level	Maximum number of contact persons
Bronze	1
Silver	3
Gold	5

5.3 Availability of the Customer Support Center

The Support Center is available by phone Monday to Friday during business hours (08:30 - 16:00 Central European Time – Friday 8:30-15:30), with the exception of Danish public holidays and December 24th and December 31st.

6 Operation in ProjectFlow cloud

Our software products are reliable and secure. We deliver Fortes ProjectFlow in data centers containing our servers managed by Microsoft and located in the EU.

6.1 Availability

The Fortes ProjectFlow software product has availability of 99,9% or better. The availability and performance of Fortes ProjectFlow are continuously monitored. In the event of an larger outage, you will be notified by email and kept up to date on the progress of the outage. In addition to outages, Fortes ProjectFlow may also be unavailable in the following situations (not counting towards the availability percentage mentioned above):

- Pre-announced preventive maintenance;
- Installation of a new version of Fortes ProjectFlow;
- Scheduled maintenance that has been agreed with the customer;
- Problems resulting from natural disasters and other force majeure situations.

6.2 Performance

Fortes ProjectFlow is designed to perform according to its specifications. Performance depends on your internet connection and system configuration. For issues, contact the Support Center.

6.3 Security

In our Information Security Management System (ISMS) we ensure proper deployment of resources, methods and techniques to safeguard the availability, integrity and confidentiality of Fortes ProjectFlow. Checking for misuse of the software is part of the (daily) standard monitoring activities. The information

security of Fortes ProjectFlow is based on ISO 27001/2. Fortes ProjectFlow is hosted by Microsoft EU data centers having numerous certifications.

6.4 Access security (user authentication)

Each user has the same unique username and personal profile in Microsoft Entra ID which is used for authentication in Fortes ProjectFlow.

6.5 Continuity

We have disaster recovery procedures in place to prevent loss of data due to system failure, physical destruction or otherwise and to facilitate data recovery. Some of the procedures are taken care of by Microsoft as a hosting partner and some of the procedures are taken care of by Fortes.

6.6 Monitoring

We monitor systems, processes and users to:

- Proactively prevent malfunctions or resolve them at an early stage.
- Collect general user statistics, such as response times. This information is analyzed and if required discussed with you as a possible improvement area.
- Collect anonymous statistics from your environment to improve products and services.

6.7 Limited availability due to maintenance

System maintenance activities are performed between 20:00 and 06:00 CET or during weekends. If required, the work will be scheduled in consultation with you. Incidental patches and hotfixes are automatically executed at night without prior notice.

6.8 Back-up and restore

The data is Microsoft standard backup in Azure (35 days back). Additional costs apply for restoring back-ups.

6.9 Development, Test and Acceptance environments (DTA)

In consultation with Fortes, DTA environments can be made available. These environments are mainly used to test new versions of Fortes ProjectFlow. The DTA system and support are not included in the Fortes ProjectFlow license, additional costs may apply.

7 Legal Affairs

7.1 Applicable law and disputes

The customer and Fortes agree that Danish law is applicable to all agreements and disputes.

7.2 Disclaimer

Fortes reserves the right to change in this document "General Terms and Support Agreements for Fortes ProjectFlow". In the event of significant changes, the Customer will be informed by email and the agreement signed by both parties. If the Customer cannot accept the changed terms and conditions and Fortes Nordic A/S maintains that the terms shall apply to the Customer, then the Customer may choose to terminate the agreement with Fortes Nordic A/S.