

General Terms and Conditions of Origo

September 2018

To the Customer

These General Terms and Conditions apply to all commercial transaction taking place between the company and its customers, unless different terms have been specifically agreed on. The present General Terms, and Conditions with any relevant terms will, in addition to the contract made with the customer and, as the case may be, an addition to that contract, constitute the entire agreement concluded between the parties. A request to do business with Origo may be made orally (including by telephone), or by e-mail, depending on the nature of the goods or services required.

A contract may be concluded orally, however a written confirmation is generally necessary in the case of substantial transactions.

Occasionally a contract may include terms not specified here. Such terms will in such cases either replace the terms specified herein or constitute an addition to them. A notification will be made of such terms, when needed.

New versions

Origo reserves the right to change both this General Terms and Conditions and other specific terms with renewed and dated versions. Any contracts signed after the date of each new version will be subject to the new terms and conditions.

These General Terms and Conditions are effective as of 14th of September 2018.

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1. Definition

Accessories

Optional equipment attached to hardware, necessary for its use in a defined purpose, which however does not form a part thereof.

Business purchase

Purchase by a party in the course of his business operation.

Computer Hardware.

Consumer purchase

Purchase for private use, initiated by an individual person in a purpose unrelated to a business operation.

Consumer service purchase

Service purchase for private use, initiated by an individual person in a purpose unrelated to a business operation.

Control programme

Software providing user software with access to a computer system and controlling how programmes are executed, at the same time remaining independent of individual tasks.

Data Information in hardware-readable form, excepting software.

Dismantling

The act of removing equipment or an equipment unit from use.

Downgrading

A measure designed to render equipment partially inoperative, reducing its efficiency.

Extended warranty service

Service which, in addition to warranty service, may involve warranty service obligations as to reaction periods, service hours, and guaranteed availability of spare parts in the period when hardware is subject to warranty. This is always provided for a charge.

Equipment

Any hardware, software and other goods sold by Origo in its own name.

Equipment unit

Equipment forming an addition to specified equipment so as to function with that equipment.

Final due date

The last day when an invoice can be paid without sanctions. In case of later payment, default measures will however be applied as from the day when the invoice was issued.

Hardware

Machinery used for data processing and related purposes.

Installation

Hardware and/or software installed with a user, making both ready for use.

Installation date

The date at which Origo's staff members render a customer's hardware operable. In the case of user installation, the installation date shall be the purchase date of the hardware.

Installation environment

The facilities and external environment of an installation in the user's premises.

Licensed Software

Software distributed on the basis of licence terms from a programme producer, the use of which is permitted for particular hardware.

Linked equipment

Independent hardware linked to other hardware in a defined purpose.

Malfunction

A case of hardware not functioning as intended according to the issued specifications.

Operating supplies

Materials for the operation of equipment which do not form a part thereof.

Production fault

A fault in hardware due to a production anomaly, preventing the hardware from functioning in accordance with the applicable specifications.

Replaced Hardware or hardware part

Hardware or hardware part installed to hardware by Origo at its own initiative in order to repair a malfunction or to correct a fault.

Replacement

Replacement of hardware parts or total replacement of hardware.

Right of ownership

The right of an owner to his equipment and to make dispositions concerning that equipment.

Right of use

A right, acquired by a user, to use equipment in a certain way.

Service

Any kind of service, provided to a customer by Origo against charge on the basis of a contract and/or on the basis of an order by a customer.

Service hours

The hours during each day for which the user has contracted to have service available, in order to ensure that equipment is in perfect order for data processing.

Service period

The period during which equipment is subject to warranty, or for which service for equipment is to be available according to contract.

Software

A generic term covering any rules, orders and programmes in hardware-readable form, concerning the use of data processing systems.

Software package

Software in a form readable by hardware, distributed on the basis of producer's terms contained in the package.

Software service

An advertised and organized arrangement relating to particular software in the purpose of receiving error messages from a customer and to procure error corrections from the producer or his service centre. This is generally provided for a charge.

Specifications

A producer's description of how his equipment is to function.

Upgrade

An operation designed to increase the efficiency of equipment by addition of equipment units.

User installation

Installation of equipment to be performed by a customer.

User software

Software specifically intended for performing tasks specified by the user, to be executed by computer.

Warranty

An undertaking by Origo hf. to correct production faults in hardware and accessories, or imperfect service, during service hours, without any particular charge.

Warranty service

The minimum service rendered in the purpose of honouring warranty obligations, without any obligations concerning reaction time, availability of spare parts, or software services. This is generally provided free of any particular charge.

Work contract

A contract for carrying out a particular work at a particular price.

2. Agreements with Origo

2.1. Entry into force and scope

These General Terms and Conditions form a part of contract between parties and apply to all transactions and contracts between Origo and its customers, covering the purchase of goods and services, unless different terms have been specifically agreed on in a written agreement.

Consumer purchase, i.e. equipment purchases for private use, initiated by an individual person in a purpose unrelated to a business operation, is subject to the Consumer Purchase Act, nr. 48/2003, if the Act provides that the customer shall have more advantageous terms than provided for in these general trade terms. The same applies for consumer service purchase. The Consumer Service Purchase Act, nr. 42/2000, applies if the Act provides the customer more advantageous terms than provided for in their terms.

The purchase of equipment from Origo is subject to Act No 50/2000 on the Sale of Goods, except as otherwise resulting from a contract, established practice between the parties, normal business practices or other usage which must be regarded as binding between the parties.

2.2. Offers

The formal acceptance of an offer from Nýherji concludes a business contract, to which the present General Conditions will apply. Origo hf. defines the period during which an offer is valid, and is not bound by a formal acceptance made after an offer has expired.

2.3. Contracts and contract attachments

Origo may request that a particular contract be concluded on particular transactions, providing for period of effect, initial date, scope, goods/services, price, and warranty period. Particular attachments may be added to such contracts, containing particular goods or service specifications.

A business contract has been concluded between Origo and a customer when the customer has accepted an offer, signed a contract or a contract attachment, taken goods or services into use, or paid Origo for goods or services. Thus, an accepted offer, a contract with any attachments, and the General Conditions, constitute the entire agreement between the parties.

2.4. Termination of contracts

Origo may at any time, without notice and without compensation, terminate a contract when default of a contract obligation has occurred, unless otherwise decided in these general trade terms, specific terms, contracts or legislation. If Origo is involved in trade with the customer on the basis of more than one contract the default of an obligation concerning one contract provides Origo the right to terminate all current contracts with the customer.

2.5. Inconsistent terms

If an inconsistency is found between the text of the General Terms and that of a contract or contract attachment, the contract or contract attachment text shall take precedence.

3. Delivery and further dispositions

3.1. Delivery of equipment and service

Origo seeks to deliver equipment and service at the requested or contractual delivery time, and to inform the customers as possible on the situation as regards delivery. Any delivery period will be stated in a contract. This is generally estimated and not binding for Origo, unless clearly stated in the contract.

3.2. Resale and further dispositions

Equipment sold by Origo is purchased for use by the purchaser, without plans for resale. Resale is subject to separate negotiation, see chapter 4 on Trading agencies and co-operating parties. In case of export of equipment, the applicable rules on export of goods shall be observed.

4. Trading agencies and co-operating parties

4.1. Trading agencies

Origo may sell equipment as an agent of a third party. The third party may be directly liable to the customer or may entrust Origo with the provision of necessary services to equipment during its warranty period. Origo seeks to ensure that the customers served by Origo as agent are provided with service fully comparable to the service provided by Origo to equipment sold in its own name.

4.2. Co-operating parties

Origo concludes agreements with trading partners on sale of, and services to, specified equipment, and provision of related services. Origo is not responsible in connection with any business done between co-operating parties and their customers but will however endeavour to assist them in their marketing in accordance with the agreement concluded.

- The following policies are set for co-operation agreements concluded with Origo's cooperation partners:
- In the absence of a specific agreement to that effect, neither party will use the other's trademarks or act in the other party's name.
- Any information provided by one party to the other shall be available to anyone. In the absence of a specific agreement to that effect, no confidential information will be provided to others.
- The parties are free to conclude any agreements of their choice among themselves and with third parties.
- No rights other than those specified are transferred between the parties in the course of their transactions.
- The parties may make use of electronic communication, and an electronic signature shall be regarded as the equal of a formal signature to the extent permitted by domestic law. A user's identification on a document constitutes an adequate confirmation of the validity and authenticity of a communication.
- Each party shall afford the other a reasonable opportunity to fulfil his obligations before presenting claims based on breach of a contractual obligation.

- Neither party may present any claims after two years have passed since the event giving rise to it occurred.

4.3. Liability of co-operating parties

If agreed between Origo and a party co-operating with Origo, Origo will provide warranty services to the customers of the co-operating party comparable to that provided its own customers, as may be specified in further detail in the co-operating agreement, the parties are supposed to enter into.

5. Sale of equipment and services

5.1. Sale of equipment

Purchase of equipment and hardware, including specifications, requirements and assembly, shall be governed by the agreements made between the parties, or the orders made by the customers, that have been sent to Origo and accepted on Origo's behalf in writing.

5.1.1. Right of ownership

Origo shall retain ownership of sold hardware until it has been paid in full. Acceptance of bills of exchange or payments by promissory notes, cheques, credit cards or other similar means do not cancel Origo's retention of title until honoured in full. Sale, assignment, pledging or disposition of equipment not fully paid is banned unless approved in advance by Origo in writing.

The customers have right of use of control software and software packages for personal computers. No other rights are transferred to the customers on the basis of the contract made between the parties.

5.1.2. Transfer of risk

Risk involving hardware is transferred to a customer on delivery or on the date of installation, if installation by Origo has been agreed to. Origo shall bear such risk until that time.

5.2. Sale of services

Purchase of services shall be governed by the agreements made between the parties, or the orders made by the customers, that have been sent to Origo and accepted on Origo's behalf in writing.

5.2.1. Scope of services

Origo provides professional services in the field of information technology by counselling, system designing, programming, installing equipment, maintaining equipment and other actions listed in a contract. The service rendered may be standardised or adapted to circumstances each particular time. In main, contacts of the following kinds are concluded:

Work contract relating to a particular work defined in the contract, which remains in effect until the work has been completed. A work contract cannot be terminated in its period of effect, unless the provisions on rescission apply. The customer shall pay for all services, equipment and accessories

supplied until the contract expires. The customer shall also refund any comparable expenses, which may have been made but have not been duly processed on the day a contract expires.

Service contract which may be time-limited or indefinite. Time-limited services are performed for a defined period of time, which is automatically extended unless terminated by either party. Indefinite services are terminated by a notice of termination made by either party as provided for in the contract.

Origo provides warranty service and enhanced warranty service in accordance with equipment sales terms.

Extra tasks are performed as agreed separately and are billed separately.

5.2.2. Employees and subcontractors

Each contracting party is responsible for the work performed by its employees involved in the performance of a service contract. Either party nominates a representative on its behalf for taking charge of the contract's day-to-day implementation. Origo may at its own choice assign its employees to perform services under the contract or hire subcontractors or the employees of a third party for this purpose. The conclusion of a contract shall not prevent Origo, the employees of the Origo group or any subcontractors from performing similar service tasks for other parties.

5.3. Software supplied by others – software packages

Any software and licensed programmes from others than Origo are sold under the terms of the respective producer or owner of the rights in question. This usually involves sale of patented and non-assignable rights of use, so that right of ownership of the software is not transferred, but only the right to use it.

The right of use may apply for a definite and agreed period of time.

Software of this kind may only be sold, leased, assigned or delivered to others if this is allowed by a specific agreement in each case. Any copying is subject to limitations imposed by the producer or owner of the software.

Software service may be available for this kind of software. The software producer, or Origo, then provide this service in accordance with the applicable contractual definitions.

5.4. Software packages

Software from others than Origo is sold with computer hardware and intended for use with one computer at a time, copying being subject to the limitations and conditions set by the producer.

5.5. Payment

Payment for goods and services from Origo are listed prices, special prices, and stated contract prices.

Any extra tasks performed by Origo for a customer upon his request, which are not provided for expressly by contract between the parties, shall be paid for by the customer.

Minimum fee for work performed during business hours is 2 hours. and 4 hours outside of business hours in accordance with price list. Business hours is defined as between 8-17 on weekdays.

If there is no agreement in place for 24/7 service with Origo, then clients can request for special Emergency service and when this occurs clients are given information concerning cost related to the request. In special service request there are 2 hours included. If tasks during special Emergency service request are more than 2 hours, clients are charged for each hour worked, in line with price list of Origo.

5.6. Changes to price lists

Origo reserves the right to change its price lists as necessary. If a fixed price has been agreed on for the period in effect of a contract, this shall however not change.

Origo reserves the right to change the prices charged for user licences and equipment paid for by Origo in foreign currency, in accordance with changes in the rate of the ISK when exchanged for other currencies. Such price changes shall be notified the customer on a notice of 30 days. In unusual circumstances, such as a lowering of the exchange rate in a short period of time, Origo may notify the customer of price changes on a shorter notice.

5.7. Travel costs and transport terms

A contract may specify payments on account of particular travel terms or management work, which the customer may have requested. Origo will inform of any such charges before the business relationship is entered into.

- Origo will claim separate payment for the following in the absence of an agreement to the contrary. The list is not exhaustive:
- The cost of transporting equipment from Origo's premises to a requested location.
- Transport of hardware for repairs.
- Travel costs and travel hours on account of service in places where Origo does not have staff stationed permanently, trained to serve the relevant equipment.
- Working hours and travel costs on account of services performed outside of the agreed service hours.
- Working hours during travel, as well as travel costs and transport charges not to be counted under the service for equipment for which a contract has been concluded.
- Costs of travel and working hours on account of equipment coming under repair and replacement service.
- Costs of travel and transport on account of warranty services for equipment sent to Origo's workshop.

5.8. Invoices

The customer is responsible for payment for goods and equipment being timely received by Origo.

Any comments relating to invoices shall be made upon their issue without delay, and no later than at their final due date. If this is not done, an invoice is deemed to have been approved by the customer. If a customer's comments have been received after the final due date and the circumstances justify without doubt that they were not timely received, Origo will consider those comments.

Invoices shall be paid when due and not later than at the final due date. Origo shall ensure that invoices are sent to a customer on reasonable notice or served him in some other manner as the parties may have agreed.

If an invoice or other contractual undertaking becomes overdue, the customer shall pay overdue interest on the invoice as provided for in Chapter III of the Interest Act, No. 38/2001.

6. Obligations and rights of the parties

6.1. The customer

The customer shall establish a suitable environment for the installation of each computer in accordance with the installation directions of the producer or Origo, and grant Origo the necessary access to hardware.

The customer shall provide Origo with the information necessary to ascertain the processing capability of the hardware in the relevant installation environment.

Before seeking Origo's assistance, a customer shall perform error searches as instructed by the producer or Origo, take the necessary measures for protection of software, data and any valuables associated with hardware, and remove (in case of replacement) any transportable storage media and other equipment that does not constitute part of his hardware.

The customer must not divide up any software supplied to him by Origo or facilitate any alterations thereof.

In the course of ordinary business transactions, Origo assumes that its customers agree to the following:

- That Origo is granted easy access to the equipment in order to enable fulfilment of Origo's contractual obligations.
- Not to lend the equipment, use it jointly with others, or grant any third-party access to it without Origo's written approval.
- Not to assign the contract with Origo or any contractual rights thereunder to a third party without prior approval.
- Not to sell any unpaid equipment from Origo, assign it, pledge it or otherwise dispose of it in any manner conflicting with Origo's retention of ownership.
- To use equipment from Origo exclusively for the customer's own benefit and not to acquire it in the purpose of selling it, leasing it or lending it without prior approval.
- To permit installation by Origo of the technical amendments which Origo deems necessary, for example for safety reasons. Removed equipment units will become the property of Origo. The processing capability of equipment following such changes shall not be affected.

- The customer himself is responsible for the results achieved by use of equipment and services supplied by Origo.
- As soon as the contract period expires, access to web servers and any other equipment of Origo will be blocked. The customer is responsible for copying any data in his ownership stored by Origo before a contract period expires or the contract is terminated.
- Not to offer any employees of the Origo group, who have been involved in fulfilling a service contract, a position with his own company for 12 months after a task contract has expired, except following consultation with Origo.
- To mention his declaration of exclusive rights in a clear manner on all copies of licenced programmes used within his company in accordance with a special contract.
- To proceed according to law and administrative provisions.

6.2. Particular rights of Origo

- Origo reserves the right to remove from Origo's hardware equipment any data that conflicts with law or administrative provisions.
- Origo reserves the right to withhold service and decline further sale of hardware if an invoice has not been paid within 30 days from its final due date.
- Origo reserves the right to deny a customer access to data stored in Origo's hardware if an invoice has not been paid within 60 days from its final due date.
- Origo reserves the right to erase the data of a customer stored in Origo's hardware if an invoice has not been paid within 150 days from its final due date.

7. Warranty

7.1. Equipment warranty

Origo makes every effort to fulfil its customers' expectations concerning the quality of sold hardware.

In any aspects not provided for in the present Terms or by any special terms, or by agreements or usage among the parties, purchases of equipment are subject to the Chattel Purchases Act, No. 50/2000. Consumer equipment purchases, i.e. purchases by individuals outside of business operation, are subject to the provisions of the Consumer Purchase Act, No. 48/2003, to the extent the Act secures for consumers any more extensive rights than provided for herein.

Origo warrants that all equipment is fully functional and in good condition at the date of delivery.

An invoice for equipment is valid as a warranty certificate. The warranty period begins when the equipment is delivered, or the invoice is dated, whichever is first.

Equipment is manufactured from new parts and/or used parts of the same utilisation value as factory-fresh parts. Hardware may have been installed, started or tried prior to delivery.

Origo warrants that all hardware is in good working order for processing at the date of delivery and for the duration of the warranty applying to it.

Any new hardware delivered by Origo is warranted for the defined service period. In case the warranty period has not been defined, it shall be one year. The consumer warranty period for

individuals outside of business operations shall be two years. Extended warranties and extended warranty periods are open to negotiation.

Used hardware sold as such is not warranted unless specially agreed.

The warranty covers any faults in manufacture, amendments and repairs, including spare parts and technicians' working hours. The warranty does not apply in case of a failure traceable to causes other than manufacturing faults, such as incorrect treatment, wear, or use of office supplies. Batteries are warranted for one year unless otherwise agreed.

The purchaser shall notify Origo of any alleged hardware faults as soon as they are discovered, without undue delay.

If hardware turns out to have been faulty at time of delivery, or if a customer notifies Origo of faulty equipment within the time limits stated above, Origo shall correct the fault at its expense.

Hardware warranty is cancelled if:

- Instructions of the hardware manufacturer or Origo concerning service, use, workload, spares or maintenance have not been followed.
- A fault can be traced to bad or incorrect treatment.
- An unauthorised person has opened the equipment or tampered with it, changed it or added to it in any manner.
- A fault may be traced to the equipment having been connected to an incorrect voltage supply.
- A fault is due to an incorrect electric supply or net connection.
- A fault is traceable to an inappropriate environment, such as dust, temperature or humidity.

Origo does not accept responsibility for protection of data saved in equipment, unless specifically agreed.

If, during the warranty period, equipment does not function as specified, and Origo has not, within a reasonable period, been able to correct faults or replace the equipment with other equipment of similar processing capability, the customer is entitled to return the equipment to Origo and have the sales price refunded.

Except if otherwise agreed, equipment warranty is only valid for Iceland.

7.2. Service warranty

Origo makes every effort to fulfil its customers' expectations concerning the quality of sold service.

Consumer service purchases, i.e. service purchases by individuals without connection to business operation or profession, are subject to the provisions of the Service Purchases Act, No. 42/2000, to the extent the Act secures for consumers more favourable terms than the provisions of these General Terms, or of special terms or contracts.

An invoice for service is valid as a warranty certificate. The warranty period begins when the service is rendered, or the invoice is dated, whichever is first.

If the customer considers that Origo has rendered faulty service he shall notify this to Origo as soon as discovered, without undue delay.

If hardware has been modified by any other than Origo, or if it has been operated under overload, Origo may decline to provide service.

Before requesting service, the customer shall have performed fault analyses and error searches as instructed by the equipment manufacturer and/or Origo.

Origo will perform its warranty services in its workshop during the advertised opening hours, except in cases of large equipment or voluminous equipment combinations that cannot easily be moved.

Warranty of, and service to, software developed by Origo is contingent upon its use having conformed to Origo's system registration specifications and manuals and other instructions for use. Origo does not warrant that software functions without error or disturbance in operation, or that all errors have been corrected. Origo is liable as producer for the software developed by Origo.

Except if otherwise agreed, service warranty is only valid for Iceland.

7.3. Software packages - warranty

Origo does not assume responsibility for software packages developed by independent producers and software enterprises. Consequently, Origo does not provide any software service or error corrections of any kind, unless specifically agreed. Nor does Origo assume any obligations concerning any software package or in relation to its usefulness in a given purpose.

The producer's terms either accompany the software packages, or they can be obtained from the producer directly. The terms will apply to software packages, which Origo sells with hardware.

Software packages are sold and delivered in the condition they had when delivered by the producer, and without any service obligations by Origo. Software package services performed by Origo are usually charged to the customer, unless an agreement has been concluded on a different arrangement.

7.4. Factors rendering warranty inapplicable

Origo is not liable for claims relating to any of the following circumstances:

- A customer has procured an equipment unit on his own and placed it, or had it placed, in equipment sold by Origo.
- A customer has made alterations to equipment, or had it altered.
- A customer has used software in an environment other than the defined installation environment.
- Use of composed equipment made of units from Origo and units from other parties, which Origo has not delivered in its entirety.
- Performance of equipment, including software, from producers unrelated to Origo.

7.5. General limitations to warranty

A customer is in every case entitled to repair or replacement (partial or total), at Origo's option, if a fault is discovered in equipment or data, in accordance with the agreed undertakings. In case Origo does not succeed, in repeated attempts, in bringing equipment or data to function as undertaken and the customer suffers loss as a result, Origo's liability for possible damages on that account shall be limited as follows:

- On account of purchase of equipment: The equivalent of ISK 2,400,000, or the purchase price charged to the customer for the equipment causing the loss, whichever is lower.
- On account of contracts for warranty services and other services: The equivalent of ISK 1,200,000 or three month's charges for serving the equipment causing the loss, whichever is lower.

Origo's customers agree to not to invoke liability of Origo for any amounts exceeding the above limits.

For the above two categories of limitation of liability, maximum liability shall be the higher or highest amount stated within each category.

All services are rendered with reservation as to reaction time and the availability of spare parts in each instance, except if otherwise agreed separately.

Origo does not warrant that equipment or service is flawless or functions free of disturbance, that programmes function as intended, or that all programming and other errors are corrected.

Origo disclaims liability for any indirect and derived loss, such as business delays, loss of profits or savings, loss of data or any other loss previously not enumerated, as well as for any claims against the customer from any third party.

Origo does not assume responsibility for any damage caused by a third party.

Origo disclaims liability for any loss resulting from the use of computer programmes or data, and loss resulting from the loss of data for any reason.

Origo disclaims liability for any loss to persons and real and personal property which may have been caused by equipment supplied by Origo or any services rendered by the company.

Origo does not assume responsibility for any loss traceable to loss of connection, service interruptions or other disturbances in service provision, whether this may have been caused by line failure, failure of connection stations, or any other causes.

If the parties are unable to fulfil their contractual undertakings by reason of emergencies outside their control, their obligations, including possible liability for damages, are suspended while such situation remains.

Subject to the provisions herein, Origo's liability for any mistakes, errors, negligence, interruptions, delays, losses or faults in service or hardware occurring in connection with a contract between the parties shall be limited to an amount corresponding to the remuneration a customer has demonstrably paid to Origo for the particular service or hardware to which the loss relates during the three months preceding the event causing the loss.

8. Other general terms

8.1. Intellectual property rights – discoveries and inventions

Origo reserves for itself all contractual rights to intellectual property relating to goods and services provided to a customer.

The present Terms shall have no effect as regards the parties' intellectual property rights and/or their right of use of any trade secrets, data, confidential information or other material connected with equipment or service.

Origo is owner of any discoveries and inventions made on the basis of the contract between the parties, provided such discoveries or inventions are not traced exclusively to the customer. If Origo or its subcontractors and the customer make a discovery or invention jointly, any rights attached thereto shall be jointly owned by Origo and the customer. Each party shall then be fully entitled to make dispositions concerning his rights relating to the discovery or invention. If the discovery or invention belongs exclusively to the customer, any rights attached thereto shall be his. The customer, however, grants Origo an irrevocable licence, free of charge, valid anywhere in the world, to make use of the discovery or invention as well as any patent applications and patents traceable to the discovery or invention.

The present Terms shall not cause any kind of direct transfer of ownership to intellectual property from one party to the other, except where this may be specifically provided for in contractual provisions.

8.2. Origo's own software development

Origo makes use of recognised methods in developing, designing and making software. Custom made software and data material is not subject to warranty or service provision unless specifically agreed.

Right of use and any other access to software, databases and data material delivered to a customer in connection with the implementation of a service contract shall be governed by the same terms as purchase thereof, unless a different arrangement is specifically agreed on.

If Origo develops software in its own name or in cooperation with others, the following conditions shall apply in the absence of a specific agreement providing otherwise.

Software and data material which is not specifically marked as subject to the customer's material or intellectual ownership as provided for by contract shall be subject to Origo's material and intellectual ownership. The customer becomes entitled to a right of use of software, databases and/or data material not specifically marked as subject to his material or intellectual ownership. The customer warrants that Origo's development or revision of software and/or data material based on or derived from software delivered by the customer to Origo as provided for by contract does not conflict with the rights of any third parties.

Origo's customer retains all normal rights of ownership to software and data material marked as subject to his material or intellectual ownership as provided for by contract. The customer may only acquire material and intellectual rights of ownership to software, databases and data material

specifically developed for him. Adaptation of standard software, manuals or other printed matter shall not be viewed as custom-made software or data material. The above ownership rights of the customer are however subject to the limitations that Origo may design and/or develop software, databases and data material based on software and data material subject to the customer's material and intellectual ownership. Origo shall have unrestricted powers of disposition of any such software and data material.

Each contracting party may, without restriction, use the ideas, terms, knowledge and techniques relating to data processing they may independently have evolved on the basis of their contract.

8.3. Trade marks

Origo may not refer to the customer on its website or publish his trademarks there as well as in any other promotion material of Origo. The customer shall seek Origo's approval of any such use of Origo's name and trademarks.

8.4. Information security

Origo's information security management system is ISO 27001 certified. The services that Origo provides are rendered on the basis of the standard, as applicable. The customer, having been informed of the relevant security rules, undertakes to respect them.

The customer is the controller of personal data within the meaning of Data Protection Act No. 90/2018, in relation to any processing of the personal data. Origo is the processor of personal data within the meaning of the Data Protection Act in relation to any processing of personal data on behalf of the customer. When Origo is processing personal data on behalf of the customer it is necessary that the parties sign a separate data processing agreement where their responsibilities are determined.

8.5. Confidentiality

Any data and information of which Origo becomes aware concerning the customer and his customers shall remain a matter of confidence between them.

The customer shall likewise observe the fullest confidentiality as regards data and information relating to Origo. Information shall only be used in the purpose for which it was obtained, and to the extent necessary in order to implement the parties' contractual obligations.

The parties undertake not to divulge any confidential information received by them from the other party, in particular information concerning his managerial, financial or technical situation, or any other conditions relating to business operations, transactions or facts that can be assumed to be confidential and requiring secrecy.

Information that can be assumed to be common knowledge or accessible to anyone shall not be deemed confidential, unless this is due to a breach of this provision.

The duty of confidentiality shall remain after the contractual relationship expires.

8.6. Transfer of rights

Assignment by the parties of any rights and duties leading from their contractual relationship is prohibited unless agreed by the other party in writing. The parties may however assign rights and duties to subsidiaries wholly owned by them, provided the relevant licences are assigned to the receiving entity. If an assignee does not perform his duties as provided for herein, the transferor shall be responsible to the other party for proper performance.

8.7. Time limitations for notification of faults

A customer shall forfeit his right to invoke a fault if he does not make a notification of it to Origo without undue delay after he became, or should have become, aware of its existence and nature.

If a purchaser does not lodge a complaint within one year from the date of receiving equipment or services, or within two years in case of a consumer purchase of equipment or services, he forfeits his right to invoke the fault at a later date. This shall however not apply if Origo has, by contract or a special warranty declaration, provided warranty against faults for a longer period of time.

In the course of negotiations with Origo, neither party can make any claim, irrespective of nature or cause, when more than two years have passed since the fact giving rise to the claim occurred, or if default has occurred, when more than two years have passed since the last payment was made.

8.8. Force Majeure

In the event that Origo cannot fulfil its obligations towards a contracting party due to a force majeure event, Origo shall be released from all its obligations during the time period of which the force majeure event exists and a contracting party has no right to apply default remedies towards Origo, including claims of repayment, discount, damages, cancellation and termination. A force majeure event means an event or circumstances that are not within Origo's control, provided that Origo could not overcome such events by applying reasonable remedies. Without limitation of the aforesaid, such events and circumstances shall, inter alia, include war, civil uprising, sabotage, riots, natural disasters, actions of administrative authorities in the field of foreign exchange or commercial matters, embargos, general interruption of communications, prohibition of import/export, energy shortage, whatever type of internet attacks, uncontrollable events in relations with subcontractors and whatever similar instances that disturb the fulfilment of Origo's obligations, including if suppliers or service providers cannot fulfil its obligations towards Origo on the grounds of a force majeure event which results in Origo not being able to fulfil its obligations towards a contracting party. In the event that a force majeure event exists for a continuous period of 30 days or more Origo may terminate or cancel an agreement with a contracting party without notice and without being liable.

8.9. Rescission

Both contracting parties may rescind their contract without notice as a result of significant default on the part of the other, in accordance with the generally applicable principles. However, Origo may, in addition to traditional default authorizations, rescind a contract for example if:

- The customer does not pay Origo's bills for contractual and performed service within 30 days from final due date.

- The customer does not fulfil his contractual obligations to Origo within 30 days from the date of a written notice from Origo about the subject matter of the case.
- The customer uses equipment in a manner different from what is provided in the terms of use or other issued instructions on its use.
- The customer uses equipment in excess of the limit defined by Origo as maximum use over a specified period.
- The customer is granted a permission to cease payment of his liabilities or composition with his creditors, or if he is declared bankrupt
- If others than Origo's personnel have served the particular equipment without prior approval of Origo.
- If a contract is rescinded by Origo, the customer must pay the accrued charges as provided by the contract, and all costs.

Furthermore, Origo may take the following actions when entitled to rescind a contract:

1. Terminate a service contract in part or in whole.
2. Take software in his custody or make it inoperable.
3. Collect any rental payments, due or not, according to the contract in question.
4. Apply other default measures when appropriate.

The customer shall indemnify Origo for any expenses and loss of income sustained by Origo as a result of the customer's default of a service contract.

8.10. Governing law and jurisdiction

Contracts between Origo and its customers and the related General Conditions shall be subject to Icelandic law. Any provisions of law that can be diverged from by contract shall, in the event of conflict, yield to such contracts and contractual terms. If the Consumer Purchases Act or the Consumer Services Purchase Act provides that the customer shall have more advantageous terms than provided for in such contracts and the present Trade Terms, the Act shall take precedence.

In case of litigation on account of Origo's business contracts or the present General Trade Terms or specific terms, the proceedings shall take place in the District Court of Reykjavík.

If an inconsistency is found between the Icelandic text of the General Trade Terms and that of the English translation, the Icelandic text shall take precedence.