

General Terms and Conditions of Origo hf. 8 May 2020

These general terms and conditions apply to all commercial transactions between Origo hf. („**Origo**” or the „**Company**”) and its customers. The general terms and conditions, along with any specific terms or contracts, and, if applicable, contract additions for each customer, will generally constitute the entire agreement concluded between the parties. A request to do business with Origo may be made orally or in writing (including by telephone or e-mail), depending on the nature of the goods or services requested. Origo reserves the right to change these general terms and conditions. Such changes will be announced with at least 30-day notice on the Company’s website. These general terms and conditions are effective as of 8 June 2020.

1. Definitions

Equipment	Any hardware, software and other goods sold by Origo.
Equipment unit	Equipment forming an addition to specified equipment so as to function with that equipment.
Hardware	A generic term covering any machinery used for data processing and related purposes.
Installation	Hardware and/or software installed with a user, making both ready for use.
Licensed Software	Software distributed on the basis of license terms from a programme producer or a third party.
Operating Supplies	Materials for the operation of equipment which do not form a part thereof, such as batteries, print cartridges, etc.
Production fault	A fault in hardware due to a production anomaly, preventing the hardware from functioning in accordance with the applicable specifications.
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 License	A license to use a software on the basis of the software licensor’s terms.
User installation	An installation of equipment to be performed by a customer.
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.

2. Transactions with Origo

2.1 Scope

These general terms and conditions apply to all transactions and contracts between Origo and its customers, including when customers consent to offers (including via email). Consumer purchase of equipment is subject to the Consumer Purchase Act, no. 48/2003, if the Act provides that the customer shall have more advantageous terms than provided for in these general terms and conditions. The same applies to consumer service purchase. The Consumer Service Purchase Act, no. 42/2000, applies if the Act provides the customer with more advantageous terms than provided for in these general terms and conditions. Purchase of goods from Origo is subject to the Act no. 50/2000 on the Sale of Goods, except as otherwise resulting from these general terms and conditions, specific terms, contracts, or established business practice between the parties. The Consumer Contracts Act no. 16/2016 applies to transactions via Origo's online store, other distance contracts and to customers' rights to withdraw from a contract, as stipulated further in Chapter 5.1.4.

Deviations from these general terms and conditions are not considered as accepted by the Company unless its written approval has been obtained.

2.2 Contracts and contract attachments

Separate contracts and/or contract attachments may be concluded on general and/or particular transactions with Origo. In case of discrepancy, these particular contracts and/or contract attachments shall take precedence over these general terms and conditions.

2.3 Termination of contracts

If period of notice is not stipulated in a contract between Origo and customer, the period of notice shall be 3 months with termination taking effect at the end of the month. 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 with the right to terminate all current contracts with the customer in question.

3. Delivery and resale

3.1 Delivery of equipment and service

Origo seeks to deliver equipment and services 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 otherwise clearly stated in the contract.

3.2 Resale

Equipment sold by Origo, shall solely be purchased for use by the purchaser, without intention to resell, and the customer represents and warrants that this is the case. Resale is subject to separate contracts, as stipulated in Chapter 4 (trading agencies and co-operating parties).

4. Trading agencies and co-operating parties

4.1 Trading agencies

Origo will, where applicable, sell equipment as an agent of a third party. Such third parties may be directly liable to the customer but have, where applicable, entrusted Origo with the provision of necessary services to equipment during its warranty period. Origo seeks to ensure that customers who purchase such equipment are provided with services fully comparable to the service provided by Origo concerning 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.

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 accepted by Origo in writing.

5.1.1 Right of ownership

Origo shall retain ownership of sold equipment until it has been paid in full. Payment by 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.

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. If hardware is not collected or accepted at the proper time, and this cannot be attributed to the buyer or circumstances relating to him, the risk is transferred to the buyer when the goods are at his disposal, and failure on his part to take delivery constitutes default.

5.1.3 Return of products

The closing date for equipment is 30 days from the date of receipt for purchase. If a product is returned within 14 days of that date, the customer is offered a full refund equal to the original purchase price. However, if a product is delivered later than that, but within six months, customers are offered a credit note. Return of equipment is subject to the following conditions:

- a receipt for the purchase of the relevant equipment or equipment is marked with a return sticker,
- plastic wrappers (warped, welded, glued) and seal from manufacturer or Origo are not broken,
- equipment is considered to be in a sellable condition,
- all accessories that come with the equipment are present, including all cables and instructions,
- no software has been installed on the equipment,
- equipment was not sold on sale, and
- equipment is not made-to-order or customized to the needs of the customer.

Origo reserves the right to reject equipment returns or to refuse full refunds to customers if any of the above conditions are not met. Origo employees can decide to receive equipment even if the above conditions are not met and the customer will then be refunded a maximum of 70% of the purchase price. Note that reimbursement for the return of equipment only covers the purchase price of equipment but other costs incurred, including due to the transfer of equipment, are the responsibility of the customer. The customer bears the risk of equipment until Origo has received it.

5.1.4 Transactions in Origo's online store and other distance sales transactions

The Act on Consumer Contracts no. 16/2016 applies to transactions in Origo's online store and other distance contracts, and to consumers right to withdraw from the contract. By

agreeing to these general terms and conditions, the consumer confirms that he is informed of his right to withdraw from the contract (if the right exists under the Act, cf. Article 18 of the Act which specifies exceptions to the right to withdraw from the contract), i.e. the time limit expires fourteen days after the conclusion of a service contract or after the consumer acquires possession of the product, or (a) in the case of multiple products ordered by the consumer in one order and delivered separately, the day on which the consumer acquires physical possession of the product, (b) in the case of delivery of a product consisting of multiple lots or pieces, the day on which the consumer acquires physical possession of the last lot or piece; (c) in the case of contracts for regular delivery of products during defined period of time, the day on which the consumer acquires physical possession of the first good. Furthermore, the customer confirms that he is aware that a consumer (a) must notify Origo of his decision to withdraw from the contract before the expiry of the deadline and (b) the consumer is considered to have notified the seller of his decision if notification is sent before the deadline expires. Additionally, the consumer confirms that he is aware that he can notify Origo of his decision to withdraw from the contract by using a model withdrawal form available on the website www.netverslun.is or by any other unequivocal statement.

When shopping in Origo's online store, a customer may choose to collect his order at one of Origo's smart boxes. When the customer completes his purchase in the online store, he is issued a QR code which he uses to collect his order at the smart box. Once the QR code has been issued to the customer he is responsible for all use of the code and shall ensure that an unauthorized party does not acquire it.

5.2 Sale of services

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, contracts 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.

Origo provides warranty service and enhanced warranty service in accordance with equipment terms of sale. Extra tasks are performed as agreed separately and are billed separately.

5.3 Software supplied by others – software license

Software and software license from others than Origo are sold on the grounds of the manufacturer or owner of the rights. This usually consists of the sale of patented, non-assignable rights to useage, so the ownership of the software is not sold, but rather the right to use it, subject to the restrictions set by the manufacturer or the owner of the software. Software and software licenses may not be sold, rented, transferred, or delivered to others.

5.4 Payment

Payment for goods and services from Origo are listed prices according to the Company's price lists, in Origo's online store www.netverslun.is, special prices or other stated contract prices. All prices are stated without VAT, unless otherwise stated. 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 the 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, special emergency service may be requested, which is paid for according to the price lists.

Products and services shall be paid on the spot unless otherwise specifically agreed. If agreed otherwise, Origo may invoice the customer. Origo invoices are due 14 days after their issue, and the final due date is 6 days thereafter. Comments on invoices should be made without delay and no later than when they are due. Invoices are otherwise considered to be approved by a customer. Invoices shall be paid when due and no later than on the final due date. 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.

5.5 Changes to price lists

Origo reserves the right to change its price lists, as necessary. 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 to the customer with 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 with a 3-day notice.

5.6 Travel costs and transport terms

The customer shall pay for all travel or transport costs, including costs for the following, according to the price list.

- 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.

6. Obligations and rights of the parties

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 warranty service, 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 the hardware. The customer is unauthorized to alter software code supplied to him by Origo or facilitate any alterations thereof.

Customers shall:

- grant Origo easy access to the equipment in order to enable fulfilment of Origo's contractual obligations,
- not lend equipment, use it jointly with others, or grant any third-party access to it without Origo's written approval,
- use equipment from Origo exclusively for the customer's own benefit and not acquire it in the purpose of selling it, leasing it or lending it without prior approval, and
- 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).

In addition to Origo's other rights, the Company is authorized, without prior notification to the customer, to:

- remove any data that conflicts with law or administrative provisions from Origo's hardware equipment,
- withhold service and decline further sale of hardware if an invoice has not been paid within 30 days from its final due date,
- 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,
- 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 and limitations on liability

7.1 Hardware warranty

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. Used hardware sold as such is not warranted unless specially agreed. Origo's warranty is limited to equipment which has not been marked end of life (EOL) by the manufacturer, as such marking means that all assistance, updates and security maintenance has been discontinued by the manufacturer.

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 consumers outside of business operations shall be two years.

The warranty covers any manufacturing faults which are recognized by manufacturer or supplier, 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 (office supply), including computer batteries, are warranted for one year unless otherwise agreed.

Hardware warranty and the right to be reimbursed for repair costs is cancelled if:

- warranty seals have been broken by someone other than a recognized party (Origo or workshops recognized by Origo),

- instructions of the hardware manufacturer and/or Origo concerning service, use, workload, spares or maintenance have not been followed,
- repair or attempted repair has been made by someone other than Origo or if someone other than Origo has opened or tampered with hardware, altered it or added to it,
- 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, changes in rated input voltage or electricity outages and other external factors to the equipment,
- a fault is due to an incorrect electric supply or net connection, or
- a fault is traceable to inappropriate environment, such as because of dust, temperature or humidity.

Origo is not responsible for data and its protection, which may be saved in equipment.

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.

7.2 Warranty for service and software licenses

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 warranty 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 service 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 the Company.

7.3 Limitations on liability

Origo's equipment and service warranty is only valid in Iceland. All services are rendered with reservation as to reaction time and the availability of spare parts in each instance. 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 does not assume responsibility, regardless of whether it is for any loss, repair services or otherwise, due to causes or incidents traceable to:

- changes in rated input voltage or electricity outages or other external factors,

- 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 stations, or any other causes, unless the loss is traceable to Origo's intent or gross negligence,
- actions or omissions of a customer or a third party on behalf of the customer,
- 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, and
- the use of computer programmes or digital data, and loss of such data for any reason.

The customer's right to damages from Origo shall be limited to direct loss and Origo's liability will therefore not cover indirect or derived loss, including operating loss, loss of profits, loss of data and/or the customer's default of contract with a third party.

In the event of Origo's liability, the liability shall be limited as follows:

- For purchase of goods: The equivalent of ISK 2,400,000 or the billed purchase price of the equipment that caused the damage, whichever is lower.
- For services: The equivalent of ISK 1,200,000 or three months charge for services to the equipment that caused the damage, whichever is lower.

Origo's maximum liability shall be limited to the amount that has been paid by the customer to Origo in the six months preceding the culpable act or omission, though never exceeding ISK 15,000,000.

8. Other general terms

8.1 Intellectual property rights – discoveries and inventions

These general terms and conditions shall not affect the intellectual property rights to software, licensed software or other equipment which Origo sells to customers via resale, as per Chapter 5.3 of these general terms and conditions. The terms and conditions of the relevant rights holders apply to the customer's right to use such rights.

In instances where Origo's services to a customer includes access to content, including software, licensed software, equipment, databases, manuals, etc., which Origo has developed or holds the rights to, all intellectual property rights belong to Origo. This includes inter alia any kind of copyright, trademark rights, design rights, trade- and business secrets, know-how and patents. This also applies to content that Origo has created on the basis of a contractual agreement, unless otherwise specifically agreed. There is therefore no transfer of intellectual property rights between parties. However, on the basis of a contractual agreement, the customer shall be granted a non-transferable license to use the content in question as applicable.

In the event that parties develop or create content, in cooperation, which is subject to intellectual property rights then each party shall have the right to make dispositions concerning it, as long as such dispositions do not infringe on the rights of the counterparty.

All intellectual property rights over content that a customer has processed, designed and developed without the involvement of Origo shall belong to the customer and no assignment of such content takes place unless otherwise agreed. By providing Origo access to such content in connection with the services, the customer grants Origo a non-transferable license to use the content during the term of the contract, and indemnifies Origo for any third party claims which are based Origo's use of the content being in violation of the superior right of the claimant.

If uncertainty arises regarding Origo's intellectual property rights that the Company has granted a customer license to use on the basis of a contractual agreement, e.g. because of a third party claim that Origo's content violates the party's superior rights, Origo shall determine whether the Company modifies the content, provides the customer with similar content, or whether Origo contracts with a third party for use of the content for the duration of the dispute.

8.2 Trademarks

Origo may not refer to the customer on its website or publish his trademarks there, or in Origo's other promotional material, unless accepted by the customer. The customer shall seek Origo's approval of any such use of Origo's name and trademarks.

8.3 Information security and processing of personal data

Origo emphasizes information security and that all processing of personal information is in accordance with the applicable privacy act. Origo's information security management system is certified according to the ISO 27001:2013 standard and covers all of Origo's operations.

Origo acts as controller, within the meaning of the Data Protection Act no. 90/2018, regarding the processing of personal data of individuals who do business with Origo as well as contacts who represent companies and other legal entities in doing business with Origo. Reference is made to information on Origo's website ("*Privacy Notice*") concerning Origo's processing of such data.

In the event that Origo processes personal information on behalf of a customer, e.g. in connection with the information technology services provided by Origo to a customer, the customer is regarded as the controller of such processing in the sense of the Data Protection Act, and Origo as a processor. In such circumstances, the parties shall conclude a separate processing contract specifying the rights and obligations of the parties.

8.4 Assignment

Origo may assign, partly or wholly, its rights and duties under these general terms and conditions, as well as other contracts with the relevant customer, to a wholly owned subsidiary, by notifying the customer thereof but the customer may not assign his rights and duties without Origo's consent. Origo may also outsource tasks in relation to these general terms and conditions, partly or wholly, to a third party.

8.5 Time limitations for notification of faults

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

If a customer 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.

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.

8.6 Force Majeure

In the event that Origo cannot fulfil its obligations towards a contracting party due to a force majeure event, the Company shall be released from all its obligations for the duration of the force majeure event and a contracting party has no right to apply default remedies towards Origo, including claims of repayment, discount, damages, cancellation and

rescission. 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, an epidemic, natural disasters, actions of administrative authorities as 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 suppliers 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.

8.7 End of contract

At end of contract, for whatever reason, the parties shall within 10 days hand over to each other any kind of properties, content, data or confidential information, including any hardware, network equipment and software, that has been handed over to them and which is truly owned by the counterparty or at his disposal. At end of contract the access to servers and Origo's other mechanical equipment will immediately close if that equipment is part of the contract. The customer is responsible for copying any data in his ownership, which is stored with Origo, before the end of contract.

8.8 Rescission

Both contracting parties may rescind their contract without notice in case of significant default of the other party, in accordance with general rules. In addition, Origo may apply all default remedies, including rescission, if:

- the customer does not pay Origo's invoice 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 to fulfil his obligation,
- 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, or
- if others than Origo's personnel have served the particular equipment without prior approval of Origo.

Among the default remedies that Origo may apply if a customer has defaulted on his obligations to Origo, including in the above-mentioned manner, Origo may:

- rescind or terminate a contract partly or wholly,
- take software into its custody or make it inoperable, and
- collect any payments, due or not, according to the contract in question.

If a contract is rescinded by Origo, the customer must pay the accrued charges as provided by the contract, and all of Origo's costs. Furthermore, the customer shall indemnify Origo for all expenses and loss of income sustained by Origo as a result of the customer's contract default.

8.9 Governing law and jurisdiction

Origo's contractual relationship with its customers shall be subject to Icelandic law. In the event of a conflict that cannot be resolved, the proceedings shall take place in the District Court of Reykjavík. If any of the provisions of these terms or of a contract of the parties is

in opposition with more advantageous law and rules that are applicable to them or if such provisions are invalidated by a court that has jurisdiction over the contracting parties, such contractual provisions shall be reworded to minimize disruption of the original purpose of the contracting parties within the framework of the relevant law and judicial decisions, and the provisions of the general terms and conditions and/or the contract of the parties shall in other ways remain in full force.