

SERVICE TERMS AND CONDITIONS

Professional Services

1 INTRODUCTION

- 1.1 These Service Terms constitute an integral part of the Agreement and apply to Services in the form of delivery of professional services, including services within consulting, training, integration, applications development, project management, implementation, scripting, data transfer and documentation as well as the results and deliveries provided as a part thereof.

2 THE SERVICES

- 2.1 Unless expressly set out in the Agreement, all Services are provided as professional performance services meaning that Supplier provides a work effort but does not warrant a specific functionality or result (in Danish: "Indsatsforpligtelse").
- 2.2 Supplier may fulfil any specification through the provision of standard functionality.

3 TIME SCHEDULE AND DELIVERY

- 3.1 Supplier will use commercially reasonable efforts to perform the Services in accordance with any time schedule set out in the Agreement. Any time schedule in the Agreement is intended for planning and estimating purposes only and is not intended as a "time of the essence" provision.
- 3.2 Unless a specific acceptance testing-, or delivery process is set out in the Agreement, time of delivery will occur continuously as Supplier performs the Services.
- 3.3 If a specific acceptance testing- or a delivery process is set out in the Agreement, the time of delivery will occur at the earliest of either (a) 20 days after Supplier has notified Customer that acceptance testing can commence unless Customer has rejected the acceptance testing prior to this date, or (b) when Customer starts using the Services or puts the Services into production use.

4 PERSONNEL

- 4.1 Supplier must use qualified resources for the performance of the Services.
- 4.2 The Parties must seek to ensure continuity in the resources used. However, if necessary, the Parties may replace resources, including named resources allocated to the Agreement, with other corresponding resources.
- 4.3 A Party must notify the other Party if a named resource is no longer available. In such case, the Party must provide a replacement resource of equivalent capability.

5 PRICES AND PAYMENT

5.1 Time and material

- 5.1.1 Services delivered under the price model time and material are invoiced based on the actual number of hours and materials spent in delivering the Services. To the extent hourly rates are set out in the Agreement, they are used in the calculation.
- 5.1.2 Only actual and effective time spent may be invoiced excluding e.g., lunch breaks, longer breaks, social events, internal training.
- 5.1.3 Travel time may be invoiced with 50 % of the applicable rate.
- 5.1.4 Supplier must provide a price estimate if requested by Customer. If there is a risk or potential risk that an estimate may or will be exceeded, Supplier must notify Customer without undue delay. The Parties must in good faith agree on the necessary adjustments. If an estimate is exceeded, Supplier may continue to provide the Services against payment of the charges exceeding the fee estimate unless a change has been agreed.
- 5.1.5 Supplier must keep account of the time spent, specifying in each instance the relevant resource and the extent and nature of the work performed.

5.2 Fixed fee

5.2.1 Services delivered under the price model fixed fee are invoiced according to the agreed fixed fee regardless of time and material spent.

5.3 **Capacity**

5.3.1 Services delivered under the price model capacity are invoiced based on the agreed fee for making the agreed resources/personnel, with the specified skillset, available to Customer, for the period as set out in the Agreement.

5.3.2 No deduction is made for resources/personnel absence due to illness or vacation for a period of up to 20 days per resource/person per calendar year.

5.3.3 Training of resources/personnel takes place as part of the capacity specified (i.e. within the time period specified and using the specified capacity) or, if agreed, separately against

payment of the time and material spent on such training.

5.4 **Other expenses**

5.4.1 Supplier delivers the Services within normal business hours unless otherwise agreed, 9:00 – 17:00 CET, on Monday to Friday, excluding public holidays in Supplier's jurisdiction. If Customer specifically instructs Supplier to deliver the Services outside of normal business hours, Supplier may charge Customer an overtime premium per hours of 150 % regardless of the price model.

5.4.2 Costs, expenses, and outlays (e.g., food and accommodation expenses) are invoiced in addition to the charges for the Services regardless of the price model. Extraordinary expenses must be approved by Customer in advance.