

GENERAL TERMS AND CONDITIONS

1 INTRODUCTION

1.1 These general terms and conditions ("General Terms") apply to the delivery of all products, deliverables and services ("Services"). A Service may be subject to additional specific terms and conditions ("Service Terms"). The General Terms and the Service Terms form an integrated part of the Agreement (as defined below). The provisions of the Service Terms prevail in the event of conflict with the provisions of the General Terms.

1.2 Supplier may update the General Terms and any Service Terms from time to time. Supplier will use reasonable endeavours to provide prior notice of any such changes.

1.3 If Customer cannot accept the changes by Supplier, Customer may terminate the Agreement for convenience by providing written notice to Supplier at any time prior to the effective date of such changes. In such event the Agreement will terminate for convenience as of the effective date of such changes. Continued use of any Service after the effective date of the changes shall be deemed to be acceptance of the changes.

1.4 "Agreement" means any agreement for the delivery of Services between customer ("Customer") and supplier ("Supplier") set out in the Agreement, regardless of the medium and method of entering into the Agreement and whether signed, confirmed by e-mail or otherwise legally formed.

1.5 Unless explicitly subject to other terms and conditions, the General Terms and applicable Service Terms apply to Services provided by Supplier prior to entering into the Agreement as well as additional services derived from or otherwise related to the Services.

2 AGREEMENT BY ORDERS

2.1 The Services may be agreed pursuant to a separate order, service agreement, work order, statement of work, e-mail or similar specifying the Services, the scope, price and/or special conditions applicable to the Services to be provided (an

"Order"). The provisions of an Order prevail in the event of conflict with the provisions of the Agreement, the General Terms or the Service Terms.

2.2 Each Order constitutes an individual agreement separate from other Orders and the Agreement. In the context of the Services provided under an Order, all references to "Agreement" in the General Terms and Service Terms is deemed a reference to the individual Order.

2.3 No cross effects apply between any Orders nor in relation to the Agreement. Accordingly, breach, defects, delay, termination for any reason etc. relevant to Services under one Order does not affect any other Order or the Agreement. Limitations of liability applies to and are calculated for each Order as well as the Agreement separately. Termination (for any reason) of the Agreement does not affect an Order and vice versa. In the event of termination of the Agreement, Supplier must thus continue to provide the Services according to an already agreed Order, unless that Order is also terminated.

3 THE SERVICES

3.1 The Services are specified in the Agreement which contains the exhaustive specification of the Services and the requirements in relation hereto, including scope, quantity, and quality as well as any specific expectations hereto.

3.2 Information provided by Supplier in brochures, catalogues, price lists, advertisements, previous quotations, on webpages or verbally, as well as any terms or conditions in any purchase terms or such similar document provided by Customer, does not apply to the Services, unless repeated in the Agreement.

3.3 The Services include project management, documentation, testing, support, training, and maintenance only to the extent set out in the Agreement.

3.4 The Services must be provided in accordance with recognised and generally accepted good practice within Supplier's industry.

3.5 Within the framework of the Agreement and the specifications therein, Supplier decides on how to structure and provide the Services, including methods, design, and functionality.

4 THE PARTIES' COOPERATION

4.1 The parties' written communication can take place without any formal requirements including digitally or via a platform or other communication tool provided by Supplier.

4.2 Customer must participate as agreed in the Agreement and provide contribution and participation reasonably expected or requested from time to time by Supplier, including in relation to decision making and resources.

5 TIME SCHEDULE AND DELIVERY

5.1 The Services are delivered in accordance with the time schedule set out in the Agreement.

5.2 Unless otherwise agreed, delivery takes place for each part of the Services no later than the time when the Service is made available to Customer for commercial use. The risk of the Services passes to Customer at the time of delivery.

6 USE OF SUB-SUPPLIERS

6.1 Supplier may use and replace sub-suppliers in the performance of the Services.

6.2 Supplier is directly responsible for the Services performed by a sub-supplier as if the Services were provided by Supplier itself.

7 THIRD PARTY SERVICES

7.1 The Services may include services from a third party, typically in the form of standardised services or products such as operating environments, hosting, online services, platforms, software, hardware, data, documentation, or other such services ("Third Party Services").

7.2 Third Party Services are subject to the third party's applicable service terms/licence terms. All provisions of third party's terms, including rights of use and limitations of liability, take precedence over the Agreement, and are deemed accepted by Customer as part of Customer's acceptance of an agreement for Services, which include Third Party Services.

7.3 Notwithstanding anything to the contrary, Supplier assumes no liability of any kind for any Third-Party

Services, including concerning availability, functionality, updates, modifications or defects; Third Party Services are delivered strictly "as is". Supplier's sole responsibility is to forward any defect report received by Customer to the third party or distributor hereof.

7.4 Supplier remains responsible for integration and configuration of Third-Party Services but not for outages or defects inherent in such services.

7.5 For the avoidance of doubt, the third party providing the Third-Party Services is not considered a sub-supplier.

7.6 Supplier may at any time replace suppliers of Third-Party Services, provided that such replacement does not have a material adverse effect on the Services as a whole.

7.7 This clause 8 applies to any Third-Party Service, whether integrated in the Services or made available to Customer as a standalone Service, etc.

8 PRICES AND PAYMENT

8.1 The Services will be delivered against payment as set out in the Agreement. For any Services for which payment is not set out in the Agreement, the Services will be provided against payment on a time and material basis in accordance with the actual number of hours and materials spent in the delivery hereof and in accordance with Supplier's price list in force at any time.

8.2 Supplier may invoice Customer in advance for any recurring Services as well as Services subject to a fixed fee. All other Services will be invoiced monthly in arrears.

8.3 The terms of payment are 20 days from the date of the invoice.

8.4 All prices are stated and will be charged in EUR exclusive of VAT and other taxes/duties.

8.5 Each party is responsible for its own compliance with applicable law and regulations concerning VAT and other taxes/duties.

8.6 Interest on overdue payments can be charged at 8% p.a. and in accordance with applicable law.

8.7 Supplier may, after 12 months from go-live adjust the agreed charges annually. The adjustment cannot exceed the highest of (a) the annual increase in the Danish Net Price Index per 1 January, or (b) 8 %.

8.8 Extraordinary increases in prices imposed by third-party service providers necessary for the provision of the Solution, including cloud infrastructure or other third-party software services, permit Supplier to further adjust its charges by the net documented impact of such increases with a 30-day's notice.

9 LIMITATION OF LIABILITY

9.1 A party is not liable for any indirect, or consequential damages, including Customer's lost profits or revenues, anticipated revenues, operating loss, loss of goodwill, business interruption, diminished business value or loss of data (except for direct recovery costs for data for which the liable party has a backup responsibility).

9.2 Each party's aggregate liability in respect of all matters arising out of or in connection with the Agreement during any 12 months period, whether based on contract, indemnity, statute, equity, or otherwise, is limited to an amount corresponding to 100 % of the payments received by Supplier under the Agreement for the same period.

9.3 The limitations of liability in these Terms and in the agreement apply to claims between Customer and Supplier as a result of claims from data subjects. Customers claim against Supplier cannot exceed the amount in the limitation of liability, and Customer must indemnify Supplier for any claims from data subjects against Supplier exceeding such amount.

9.4 The limitations of liability do not limit a party's liability in relation to:

- a) product liability in relation to death or bodily harm; and
- b) gross negligence, wilful misconduct or fraud.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 Supplier is the owner and author of all intellectual property rights in and to the Services (including any intellectual property rights created jointly with Customer) and the results thereof.

10.2 Upon payment for the Services, Supplier grants Customer a perpetual, transferable, non-exclusive, licence to use, alter, develop, maintain the Services, and the results thereof, created specifically for Customer, including documentation, data, customizations, integrations, and custom software, in any form, design or medium. The foregoing rights are granted for Customer's internal use only

and explicitly do not include any rights to assign, sublicense or distribute.

10.3 Notwithstanding anything to the contrary, to the extent specific licence terms and conditions apply to specific Services, the specific licence terms and conditions will govern the licence granted to Customer in lieu of the beforementioned clauses.

11 TERMINATION

11.1 Termination for Convenience

11.1.1 The term of the Agreement (and any licences and/or services granted hereunder) is set out in the Agreement.

11.2 Termination for cause

11.2.1 Each party may terminate the Agreement immediately for cause:

- a) if the other party commits a material breach of the Agreement, and the material breach has not been remedied within 30 working days of receipt of a written notice from the non-breaching party to do so;
- b) if the other party is responsible for a material breach of the Agreement which is not capable of remedy; or
- c) in the event of bankruptcy of the other party, subject to the right of the bankruptcy estate to enter the Agreement to the extent permitted under the Danish Insolvency Act or similar applicable law.

11.2.2 Customer's failure to pay any outstanding amount (except for outstanding amounts disputed in good faith) is deemed a material breach, provided that Supplier has issued at least three written reminders to Customer in respect of such outstanding amount.

11.3 Effects of termination

11.3.1 Termination for any reason has effect for the future only (ex nunc).

11.3.2 Termination for any reason does not result in the repayment of any payments made.

12 FORCE MAJEURE

12.1 No party is in breach of any obligation to the extent and for the duration prevented from performing the obligation due to a force majeure event.

12.2 Force majeure events include acts of God, war, mobilization, breakdown of

telecommunication/Customer's infrastructure that are not provided by Supplier, external security events (e.g. hacker attacks, attack by computer viruses or other third-party destructive behaviour) and similar conditions (if the event is not the result of Supplier's breach, including non-compliance with agreed security requirements under the Agreement), health and safety restrictions and recommendations issued by public authorities, pandemics, epidemics, natural disaster, strikes, lock-out, fire, damages to production plant, import and export regulations and other unforeseeable circumstances beyond the control of the party concerned.

12.3 CUSTOMER'S PERSONAL DATA

12.4 If Supplier undertakes to process personal data on behalf of Customer (as a data processor), the parties must enter into a separate data processor agreement based on Supplier's standard. The provisions of the data processor agreement prevail in the event of conflict with the provisions of the Agreement, the General Terms, or the Service Terms.

12.5 Customer must ensure that it has obtained the necessary legal basis for Supplier's lawful processing of personal data on behalf of Customer.

13 CONFIDENTIALITY

13.1 Each party must observe complete confidentiality regarding any information and documentation etc. about the other party in every respect as obtained in relation to the Agreement and the Services. This clause applies regardless of termination of the Agreement for any reason.

13.2 Each party may disclose confidential information to its representatives, including legal advisors, consultants etc. if the disclosure is necessary for legal advisors, consultants etc. to perform their roles or professional functionality in relation to the Agreement or the Services. A party may further disclose confidential information to the extent that it is required to do so by mandatory law or regulation, or by an enforceable order of a court or public authority acting within the scope of its powers.

13.3 The confidentiality obligations do not cover:

- a) information known or which becomes known to the receiving party without obligation of confidentiality;
- a) information which is independently developed by the receiving party;
- b) information which is known to the general public.

14 ASSIGNMENT

14.1 The parties may only assign rights and obligations pursuant to the Agreement to a third party with the other party's prior written approval which must not be unreasonably withheld or delayed.

14.2 Notwithstanding anything to the contrary, Supplier may at its sole discretion, assign, novate or transfer the Agreement, in whole or in part, to (a) an affiliate of Supplier or (b) to any third party if done so as part of a divestment in whole or in part of one or more of its business units etc.

15 PUBLICITY AND CUSTOMER REFERENCES

15.1 Supplier may identify Customer as a customer of Supplier and may use Customer's name and logo in Supplier's customer lists, marketing materials, presentations and on Supplier's website. Any public case study, press release or other marketing material describing Customer's use of the Services shall be subject to Customer's prior written approval, such approval not to be unreasonably withheld or delayed.

16 GOVERNING LAW AND DISPUTES

16.1 The Agreement is governed by and construed in accordance with Danish law, except for (a) any rules leading to the application of other legislation than Danish and (b) the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.2 Any dispute and claim arising from or in relation to the Agreement must be settled by a competent court at Supplier's venue.