

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"). For any consultancy service provided by the Supplier, the Supplier's 'Service Terms, Professional Services' shall apply as an integral part of the General 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. "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. The provisions of the Agreement prevail in the event of discrepancies with the provisions of the General Terms or the Service Terms."
- 1.3. 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.
- 1.4. These General Terms have originally been prepared in Danish. Any translations into other languages are provided for reference purposes only. In case of discrepancy or doubt between the Danish version and a translated version, the Danish version shall prevail and be legally binding.

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.
- 2.4. It is at all times the Customer's sole responsibility to ensure that any person who approves, initiates, modifies, or terminates tasks is duly authorized to do so.

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, 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 must in good faith contribute to the performance of the Agreement in a flexible and cooperative manner necessary for the timely delivery of the Services. Each Party must ensure that the necessary organisational structure to do so is in place. The Parties must ensure that their representatives have the necessary authority and decision-making competence.
- 4.2. The Parties' written communication can take place without any formal requirements including digitally or via a platform or other communication tool provided by Supplier.
- 4.3. 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.
- 4.4. To the extent necessary for Supplier's delivery of the Services, Customer must obtain the necessary approvals, licences, authorizations, consents and permits to enable Supplier to: (a) access Customer sites and Customer personnel, and (b) use, access, maintain and modify software, hardware and other materials provided or made available by Customer.
- 4.5. Customer must minimise the risk of loss or damage to Customer's IT systems and data before Supplier is given access hereto. This includes performing sufficient backup of data, and ensure that Supplier is made aware in writing of any safety regulations or other guidelines that apply to the access to Customer's IT systems.

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.
- 5.3. Each Party may postpone any deadline by giving the other Party five working days prior written notice. Each Party may however not postpone any individual deadline by more than 20 working days in total.

6. CHANGES

- 6.1. Changes to the Agreement, including the Services, must be in writing (e.g. digitally or via a platform provided by Supplier) and are subject to agreement by the Parties.
- 6.2. Reasonable time and materials spent by Supplier, at the request of Customer, in the preparation of changes are payable by Customer.
- 6.3. To the extent changes in laws, regulations and Customer policies impact the delivery of the Services, the impact on the Services is handled as a change.
- 6.4. Supplier may adjust and amend the General Terms and the Service Terms with three (3) months' prior written notice.

7. USE OF SUB-SUPPLIERS

- 7.1. Supplier may use sub-suppliers in the performance of the Services.
- 7.2. Supplier is directly responsible for the Services performed by a sub-supplier as if the Services were provided by Supplier itself.

8. THIRD PARTY SERVICES

- 8.1. 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").
- 8.2. Third Party Services are subject to the third party's applicable service terms/licence terms made available to the Customer, e.g., as part of the Agreement, upon request, as an integral part of a software product or otherwise. 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.
- 8.3. 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.

- 8.4. For the avoidance of doubt, the third party providing the Third Party Services is not considered a sub-supplier.
- 8.5. 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.
- 8.6. This clause 8 applies to any third party Service, whether integrated in the Services or made available to Customer as a standalone Service, etc.
- 8.7. If the Customer breaches or otherwise fails to pay for Third Party Services such as Microsoft Cloud services and similar, invoiced by the Supplier, the Supplier shall, in addition to its other remedies for breach, have the right to terminate the relevant Third Party Service with effect from the end of the period for which the Customer has already paid. In the event of such termination, the Supplier shall have no obligation to ensure the retention of any copies of data, documentation, systems, or other elements whose operation or preservation depends on the continued provision of the relevant Third Party Service.

9. RETENTION OF TITLE

- 9.1. Physical deliverables such as e.g., hardware are provided subject to retention of title. Supplier retains full legal title to and beneficial ownership of each unit notwithstanding the delivery to Customer and possession and use of the unit by Customer.
- 9.2. The retention of title remains in force until Customer has paid the total remuneration for the affected unit, including applicable interest, costs and expenses.

10. PRICES AND PAYMENT

- 10.1. 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.
- 10.2. 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.
- 10.3. Customer is responsible for all third party charges for installation, shipping, handling and insurance. In accordance with Supplier's instruction Customer must either pay such amounts directly to the third party or reimburse Supplier to the extent Supplier so pays.
- 10.4. The terms of payment are 14 working days from the date of the invoice.
- 10.5. All prices are stated and will be charged in DKK exclusive of VAT and other taxes/duties. VAT will be added to the invoice according to the applicable VAT regulations.
- 10.6. Each Party is responsible for its own compliance with applicable law and regulations concerning VAT and other taxes/duties.
- 10.7. Taxes/duties are not to be deducted from the payments to Supplier, except as required by law, in which case Customer will increase the amount payable as necessary so that after making all required deductions and withholdings, Supplier receives and retains (free from any tax liability) an amount equal to the amount it would have received if no deductions or withholdings had been made.
- 10.8. Interest on overdue payments accrue in accordance with applicable law.
- 10.9. Supplier may adjust the agreed charges annually.
- 10.10. The percentage adjustment cannot exceed the highest of (a) the corresponding increase in the net price index as of January 1 compared to January 1 of the previous year, or (b) the corresponding increase in the net price index from the most recent determination/adjustment of the relevant price up to the most recent January 1, or (c) 2.5%.
- 10.11. Supplier may also adjust the agreed charges with the prior written notice applicable to Supplier's termination of the Agreement for convenience.
- 10.12. Changes due to external circumstances, including in relation to currency rates, utilities, charges for insurance and carriage, change in prices for Third Party Services etc. permits Supplier to further adjust its charges by the net impact of the changes without prior notice.
- 10.13. Set-off against any payments invoiced by Supplier is not permitted.
- 10.14. Supplier may collect and/or require information on Customer's credit rating. Furthermore, Supplier may require pre-payment or adequate security in the form of a bank guarantee by a well-reputed

financial institution in an amount equal to the estimated payments for the Services as a condition for the (continued) delivery hereof.

11. BREACH AND REMEDIES

11.1. General

11.1.1. The rights and remedies under applicable law are available to each Party except as otherwise limited, including in the Agreement.

11.1.2. Customer must examine the Services without undue delay from the time of delivery.

11.1.3. Customer's remedies for breach, including for defects and delay, expires if notice hereof is not received by Supplier without undue delay after the breach was or ought to have been discovered.

11.1.4. Supplier's liability for breach, including for defects and delay, expires no later than 6 months after the time of delivery of the Services in question.

11.1.5. Notice of breach does not exempt Customer from its obligation to pay invoiced amounts when due.

11.1.6. Supplier assumes no liability for loss or damage that may arise in connection with Supplier making consultants available for tasks where the overall management of the task execution is controlled by the Customer or by a third party. The Customer's eligibility for coverage of loss and/or damage is limited to the liability which, according to general Danish law, can be invoked directly against the consultants"

11.2. Defects

11.2.1. A Service is defective if it does not substantially meet the specifications set out in the Agreement it being understood that IT services are never completely free from errors, defects, or interruptions.

11.2.2. Non-compliance with warranted service levels is not considered a delay, but a defect.

11.3. Delay

11.3.1. A Service is delayed if the time of delivery occurs after the agreed delivery date for that Service.

11.3.2. Each Party must give written notice of any actual or anticipated delay and loyally attempt to limit the adverse effects of the delay.

11.3.3. If a Party is prevented from performing its obligations due to circumstances attributable to the other Party, that Party may postpone any affected deadline by the duration of the delay.

11.3.4. If a delay is caused mainly by circumstances attributable to Customer, affected payments are invoiced in accordance with the Agreement, regardless of whether the Services, phases, milestones, tests, etc. triggering the payment have been delayed.

11.3.5. Supplier may withhold or suspend any Service if payment covering the Service is delayed, but only if Supplier has given at least 30 working days prior written notice and the delayed payment has not been received in full at the expiry of the notice period.

11.4. Corrective measures

11.4.1. When a Party is notified of its breach, or itself becomes aware hereof, the Party is entitled and obligated to remedy the breach without undue delay. Specific service levels may be agreed in the Agreement.

11.4.2. Remedy includes taking all necessary corrective measures to remedy the breach and ensuring the restoration of the Services or payment of any outstanding amounts.

11.4.3. Breach may at the sole discretion of Supplier be remedied by remediation or replacement.

11.4.4. If the breach cannot be remedied without undue delay, the Parties must in good faith discuss a remedial plan for the breach and any reasonable workaround.

11.5. Compensation

11.5.1. To the extent a Party fails to remedy a breach, the non-breaching Party may claim damages in accordance with the Agreement.

11.5.2. The Customer cannot claim a proportional reduction but is referred to exercise their possible right to remedy documented defects

11.5.3. If Customer reports a non-existing or non-reproducible breach, Supplier may claim payment for the time and materials spent in relation hereto.

11.5.4. For matters for which Supplier is liable to pay service credits, liquidated damages etc., other compensation may only be claimed for losses suffered exceeding such service credits, liquidated damages etc.

11.6. Limitation of liability

11.6.1. 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). However, cover purchases, Supplier's lost profits or revenues under the Agreement, increased resource spend by Supplier or payment for surplus resources which cannot be reallocated, are deemed a direct loss.

11.6.2. Each party's total liability for all claims arising from or in connection with the Agreement during a 12-month period, whether based on compensation under the contract, indemnification, legislation, Article 82(5) of the General Data Protection Regulation, or otherwise, is limited to an amount equivalent to 100% of the payments received by the Supplier under the Agreement for the same period. For the calculation of liability limitation in relation to each individual Order, points 2.2 and 2.3 above shall apply

11.6.3. The Parties are each responsible and liable for claims from data subjects in accordance with Article 82 of the General Data Protection Regulation and clause 26 of the Danish Liability for Damages Act (in Danish "erstatningsansvarsloven"). 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 claims 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.

11.6.4. The limitations of liability do not limit a Party's liability in relation to:

- a) payment of any due invoices;
- b) losses that may not be excluded or limited according to applicable law which cannot be waived;
- c) product liability in relation to death or bodily harm;
- d) third party claims due to infringement of third party's intellectual property rights;
- e) breach of confidentiality undertakings set out in the Agreement; and
- f) gross negligence, wilful misconduct or fraud.

11.6.5. Supplier is not liable for loss or damages due to Customer's lack of training, use of the Services except as set out in the provided documentation or due to implementation of, amendments to, or interference with the Services by Customer or any third party.

11.6.6. A Party is not liable for any breach caused by the other Party, its employees, agents or suppliers, including reasonable reliance on such Party's instructions, authorizations, approvals or information.

11.6.7. The Supplier is liable for product liability in accordance with the mandatory legislation in force at any given time. Beyond this, the Supplier assumes no product liability

12. INTELLECTUAL PROPERTY RIGHTS

12.1. General

12.1.1. "Intellectual property rights" means any intellectual property rights and industrial property rights as well as all derivatives hereof - including applications for such rights - of whatever nature and form, anywhere in the world and all rights pertaining thereto, whether under application, recorded or registered in any manner, including without prejudice to the foregoing know-how, patents, trademarks, copyright, design, trade secrets, database and software rights as well as any other rights under the Danish Copyright Act, the Danish Marketing Practices Act, and all other legal rights anywhere in the world protecting intangible property.

12.2. Supplier's intellectual property rights

12.2.1. As between Supplier and Customer, Supplier is the owner of all intellectual property rights:

- a) owned by or licenced to Supplier on or prior to the date of the Agreement;
- b) developed by Supplier independently of the Agreement;
- c) created by Supplier (including any intellectual property rights created jointly with Customer) in the delivery of the Services, and

- d) all modifications, enhancements, and derivative works of the intellectual property rights, irrespective of the Party creating them.

12.3. Customer's intellectual property rights

12.3.1. As between Supplier and Customer, Customer will own all intellectual property rights:

- a) owned by or licenced to Customer on or prior to the date of the Agreement, and
- b) created by Customer independently of the Agreement.

12.3.2. Customer grants Supplier a non-exclusive, worldwide, royalty-free licence to use, reproduce and modify any Customer intellectual property rights to the extent necessary for Supplier to perform the Services.

12.4. Licence to Supplier's intellectual property rights

12.4.1. Upon the Customer's payment for the Services, the Supplier grants the Customer a perpetual, non-transferable, non-exclusive license to all intellectual property rights contained in the delivered Services and created by the Supplier (including any intellectual property rights developed jointly with the Customer) as part of the delivered Services, including documentation, data, customizations, integrations, and customer-specific software developed or modified specifically for the Customer as part of the Services.

12.4.2. The licence is unlimited in relation to territory, configuration, form, design, method and medium, as long as any rights are executed for Customer's own internal use.

12.5. Specific licence terms

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

13. INFRINGEMENT OF THIRD PARTY'S RIGHTS

13.1. Notwithstanding generally applicable limitations of liability, a Party ("Defending Party") must defend, indemnify and hold harmless the other Party ("Affected Party") pursuant to this clause for any claims submitted, and finally awarded to, a third party that the Service infringes the third party's intellectual property rights.

13.2. Indemnification is conditional upon the Affected Party:

- a) promptly notifying the Defending Party of the claim, giving the Defending Party the option of taking over the defence hereof;
- b) giving the Defending Party any reasonably requested information and cooperation and sole authority to defend and settle the claim; and
- c) not making any statement which may prejudicially affect the chances of settlement or defence of the claim.

13.3. The Defending Party may at its sole discretion obtain a valid licence to the infringed intellectual property rights or bring an end to the infringement by modifying or replacing the Services with a solution with materially the same functionality as the one infringing the third party's intellectual property rights.

13.4. Alternatively, the Defending Party may terminate the Agreement (or the part related to the infringing Services) with immediate effect against repayment of all payments for the terminated part of the Agreement received within 12 months from the notification of the infringement to the Defending Party, without the obligation to indemnify further loss or costs.

13.5. The Defending Party's obligations do not apply if the claim or adverse final judgment is based on:

- a) the Affected Party's non-compliance with the Agreement;
- b) the Affected Party's integration of the Services etc. with a third-Party product, data or business process including third-Party add-ons or software; or
- c) use of the Services etc. for purposes other than as intended and/or contrary to any instructions on use.

13.6. This clause is the Affected Party's sole and exclusive remedy in relation to infringement of third-Party intellectual property rights.

14. TERMINATION

14.1. Termination for Convenience

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

14.1.2. The Agreement may be terminated for convenience by a Party with 3 months' prior written notice.

14.1.3. In the event of Customer's termination for convenience, Customer must pay:

- a) the charges accrued until the date when termination for convenience is made;
- b) for Services delivered in the termination period;
- c) idle time for resources allocated which reasonably cannot be reallocated until expiration of the termination notice, and
- d) other reasonable and unavoidable costs incurred.

14.1.4. Any costs must be reasonably mitigated by Supplier.

14.2. Termination for cause

14.2.1. 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 40 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.

14.2.2. Customer's failure to pay any outstanding amount (except for outstanding amounts disputed in good faith) is deemed a material breach.

14.3. Effects of termination

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

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

15. FORCE MAJEURE

15.1. 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.

15.2. 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.

15.3. Without undue delay after the affected party has given notice of a force majeure event and at regular intervals thereafter, the parties shall in good faith make reasonable efforts to agree on measures and an appropriate plan to enable the continued delivery of the Services affected by the force majeure event

15.4. The parties shall at all times after the occurrence of a force majeure event, and for as long as it persists, each make reasonable efforts to prevent and mitigate the effects of the force majeure event. If the Supplier is prevented from delivering the Services due to a force majeure event, the Supplier shall, upon the Customer's request and against payment for the time and materials spent, take reasonable steps to overcome or minimize the consequences of the force majeure event.

15.5. The part of the Agreement that concerns the affected Services may be terminated by the parties with immediate effect if the force majeure situation has prevented the delivery of the affected Services for 30 consecutive working days.

16. DATA AND SECURITY

16.1. Customer holds all rights to Customer's own data, including intellectual property rights.

- 16.2. Customer is responsible for ensuring proper backup of Customer's data.
- 16.3. Customer is responsible for the accuracy and integrity of any data processed by Supplier when utilising the Services; and Customer's transfer, migration and/or conversion of Customer's data to or from the Services.
- 16.4. To the extent that the Supplier undertakes to process the Customer's data, the processing will be subject to the Supplier's IT security policy in force at any given time.
- 16.5. The Customer may not require the Supplier's employees to personally accept the terms of the Customer's IT security policy.

17. CUSTOMER'S PERSONAL DATA

- 17.1. 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.
- 17.2. Customer must ensure that it has obtained the necessary legal basis for Supplier's lawful processing of personal data on behalf of Customer.
- 17.3. Supplier may anonymise and use for its own purposes any data received, generated, or processed as part of the Services. Supplier holds any and all rights to the anonymised data, including intellectual property rights.

18. CONFIDENTIALITY

- 18.1. 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.
- 18.2. 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.
- 18.3. The confidentiality obligations do not cover:
 - a) information known or which becomes known to the receiving Party without obligation of confidentiality;
 - b) information which is independently developed by the receiving Party;
 - c) information which is known to the general public.
- 18.4. Personal information subject to privacy laws is *not per se* confidential information.

19. ASSIGNMENT

- 19.1. 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.
- 19.2. 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.

20. GLOBAL TRADE COMPLIANCE AND ANTI-CORRUPTION

- 20.1. Services are provided for Customer's internal use and not for commercialisation. If Customer exports, imports, or otherwise transfers any Service, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations.
- 20.2. Both Parties must comply with applicable laws and regulations relating to anti-bribery and anti-corruption. Supplier may suspend its performance under the Agreement to the extent required by applicable law.

21. GOVERNING LAW AND DISPUTES

- 21.1. 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).
- 21.2. Any dispute and claim arising from or in relation to the Agreement must be settled by a competent court at Supplier's venue.
- 21.3. The Parties may jointly agree that a dispute shall instead be finally resolved by arbitration in accordance with the "Rules of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration)." In this case, each Party shall appoint an arbitrator, while the chairman of the arbitral tribunal shall be appointed by the Institute. If a Party has not appointed an arbitrator within 30 days of submitting or receiving notification of the request for arbitration, this arbitrator shall also be appointed by the Institute in accordance with the above-mentioned rules.

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. Only to the extent expressly set out in the Agreement, Services may be provided with an obligation to achieve a specified result meaning that Supplier must provide a specific functionality or result (in Danish: "Resultatforpligtelse").
- 2.3. Supplier has the initiative for the performance of the Services in accordance with the time schedule set out in the Agreement.
- 2.4. Supplier may fulfil any specification through the provision of standard functionality.

3. THE PARTIES' COOPERATION

- 3.1. Customer must ensure that Customer's work sites are safe and comply with all relevant occupational health and safety laws and regulations. Supplier may suspend or refuse to deliver Services at a work site if conditions at the work site in Supplier's reasonable opinion do not comply with these requirements.

4. TIME SCHEDULE AND DELIVERY

- 4.1. 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.
- 4.2. 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.
- 4.3. 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) when the acceptance testing, or specific delivery process, has been approved/completed or (b) when Customer starts using the Services or puts the Services into production use.
- 4.4. If a Party's postponement of a deadline entails additional costs for the non-postponing Party, including reasonable costs associated with the re-allocation of the Services, the postponing party must compensate the non-postponing Party for such costs.

5. TESTING AND APPROVAL

- 5.1. Formalised testing, such as an acceptance test, will be performed to the extent set out in the Agreement and in accordance with the time schedule set out therein.
- 5.2. The purpose of the acceptance test is to determine if the Services meet the specifications in the Agreement.
- 5.3. The Customer shall provide a test plan, including test specifications and test data for testing purposes. No live data or personal data shall be used for this purpose.
- 5.4. Customer must prepare and conduct the acceptance test.
- 5.5. The acceptance test must be carried out in accordance with the test plan and the scope of the acceptance test as set out in the Agreement. If the Agreement does not state any specific test plan or scope, the test plan or scope must be mutually agreed between the Parties prior starting the acceptance test.
- 5.6. Approval is based on the agreed test plan and scope only; any testing outside hereof, e.g., testing outside of the agreed scripts or user cases, does not impact the approval of the acceptance test.
- 5.7. Customer must during the acceptance test report and classify all non-conformities without delay and provide documentation for such non-conformities.

- 5.8. The acceptance test is deemed approved unless Customer in writing rejects the approval of the acceptance test and provides documentation for the basis hereof within 10 working days after completion of the acceptance test.
- 5.9. Customer may only reject approval of the acceptance test if reproducible non-conformities are documented, deviate from the agreed specifications, and materially prevents Customer from putting the Services into commercial operation.
- 5.10. If the acceptance test is rejected in accordance with the Agreement, Supplier may remedy the defects preventing acceptance and submit the Services for renewed acceptance testing until the acceptance test is approved or the Agreement terminated.

6. PERSONNEL

- 6.1. Supplier must use qualified resources for the performance of the Services.
- 6.2. 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.
- 6.3. The Parties may not replace key resources designated as such in the Agreement, unless required due to personal matters such as termination of employment, illness, etc. or due to general organisational changes.
- 6.4. 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.

7. PRICES AND PAYMENT

7.1. Time and material

- 7.1.1. 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.
- 7.1.2. Travel time is invoiced at 50 % of the current list price.
- 7.1.3. In the case of meetings or other work with duration of at least 4 hours at another address than that of Supplier, where travel times are less than 1 hour round trip from Supplier under normal traffic conditions, travel time is not invoiced.
- 7.1.4. Supplier must provide a price estimate if requested by Customer. Preparation thereof will be invoiced by the Supplier. 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 otherwise specifically agreed
- 7.1.5. Supplier must keep account of the time spent, specifying in each instance the relevant resource and the extent and nature of the work performed.

7.2. Fixed fee

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

7.3. Other expenses

- 7.3.1. Supplier delivers the Services within normal business hours, 8:30-16:30, on Monday to Thursday and 8.30-16:00 on 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 50% on normal working days and 100% on weekends regardless of the price model.
- 7.3.2. Costs, expenses, and outlays are invoiced in addition to the charges for the Services regardless of the price model. Extraordinary expenses must be approved by Customer in advance.
- 7.3.3. Mileage is invoiced in addition to the charges for the Services regardless of the price model and is calculated in accordance with the prevailing official tax mileage reimbursement rate per kilometre driven (in Danish: 'Statens takster for kilometergodtgørelse'). Mileage does not include bridge toll or tickets to public transportation which are invoiced separately as expenses. Supplier must reasonably reduce transport costs.

8. BREACH AND REMEDIES

- 8.1. Supplier's delay in the delivery of the Services constitutes a material breach only if the agreed time of delivery is delayed by more than 20 working days due to circumstances attributable to Supplier.