

GENERAL TERMS AND CONDITIONS

1 INTRODUCTION

1.1 These general terms and conditions ("General Terms") apply to the delivery of services in the form of provision of Software-as-a-Service, as well as all other products, deliverables and services ("Services"). The General Terms form an integrated part of the Agreement (as defined below).

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.

1.3 Any access to and use of the Services may be subject to and governed by additional terms and conditions, including an acceptable user policy. Such additional terms may be included in the Agreement or be provided by third party delivering the Services.

2 THE SERVICES

2.1 Supplier will use commercially reasonable efforts to make the Services set out in the Agreement available at all times, except for planned downtime and any unavailability caused by external events.

2.2 Supplier will use commercially reasonable efforts to correct any incidents, but expressly disclaims any legal obligations to do so.

2.3 Supplier does not warrant any specific service levels for the performance of the Services, nor that the Services will be error-free or that the Services will be without interruptions.

2.4 Any planned downtime will, to the extent reasonable possible, be placed outside of normal business hours, e.g. at night or in the weekends.

2.5 Provided that Customer pays the fee, Customer is granted a time-limited, non-exclusive, non-transferable right to use the Services, including any upgrades, updates, versions, releases, results from maintenances and development services, etc. provided by Supplier during the term specified in the Agreement.

2.6 Only Customer is entitled to use the Services. Customer can only use the Services for own purposes.

2.7 The Services may be used only as expressly permitted unless otherwise permitted by mandatory legislation in force. It is expressly not permitted to:

- a) Break or circumvent any technical limitations;
- a) Reverse engineer, decompile or disassemble the Services or use any other methods to gain access to source code of the Services or any trade secrets embodied in the Services, or create or attempt to create software or services similar to the Services;
- b) Make the Services or the functionality of the Services available to any third party through any means (e.g. through a network or hosting service);
- c) Sell, rent, lease or lend the Services;
- d) Use the Services to support the business of a third party or to operate a bureau service.

2.8 If Customer uses the Services in violation of these General Terms, Supplier may immediately and without notice cancel or terminate the Agreement with immediate effect on the grounds of material breach.

2.9 Customer is aware and recognises that use of the Services may require and be comprised by specific system requirements and/or a software subscription. Such requirements are specified in the Agreement. Customer is responsible for complying with any such system requirements and for paying any related costs and fees. Supplier does not guarantee that the Services are compatible with any future versions of third party software.

3 LICENSE METRICS

3.1 The right to use the Services is granted pursuant to the license metrics and commercial model specified in the Agreement, including the restrictions specified therein.

3.2 Customer is at all times responsible for ensuring appropriate licensing and is responsible for paying for the actual consumption of the Services in accordance with the license metrics, regardless of how

	the Services were consumed and by which entity or person, incl. by third parties not under Supplier's control.	6	USE OF SUB-SUPPLIERS
4	TIME SCHEDULE AND DELIVERY	6.1	Supplier may use and replace sub-suppliers in the performance of the Services.
4.1	The Services are delivered in accordance with the time schedule set out in the Agreement.	6.2	Supplier is directly responsible for the Services performed by a sub-supplier as if the Services were provided by Supplier itself.
4.2	If a transition period or project has been agreed to facilitate preparatory work enabling Supplier to provide the Services from the agreed time of delivery, Supplier will provide the transition services as separate professional services and as set out in the Agreement.	6.3	Supplier is not responsible for any third parties other than sub-suppliers, incl. Customer's third parties and integrations hereto.
4.3	The Services are provided as a recurring service for the term (including any renewal term) set out in the Agreement. If the Services are provided on a renewal or subscription basis, Customer acknowledges that continued provision of the Services is conditional on Customer's timely periodic payment of renewal or subscription charges set out in the Agreement.	7	THIRD PARTY SERVICES
5	CHANGES	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").
5.1	Supplier may update these General Terms from time to time. The current version of the General Terms in force from time to time are available on Supplier's website. Supplier will endeavour to provide reasonable notice of any changes by posting such changes on the web site. It is Customer's responsibility to check the website regularly to keep updated on any changes to the General Terms.	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.
5.2	If Customer cannot accept any changes by Supplier, Customer may terminate the Agreement for convenience by giving written notice hereof to Supplier at any time prior to the effective date of the changes. In such case the Agreement will be terminated for convenience per the effective date of the changes. Further use of a Service after the effective date of the changes shall be deemed to be acceptance of the changes.	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.
5.3	The Services may at the sole discretion of Supplier be subject to changes from time to time, including by addition or removal of features, provided that such replacement does not have a material adverse effect on the Services as a whole. The changes may occur without notice. However, Supplier will use reasonable efforts to notify Customer in advance.	7.4	For the avoidance of doubt, the third party providing the Third Party Services is not considered a sub-supplier.
		7.5	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.
		7.6	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	PRICES AND PAYMENT
		8.1	The Services will be delivered against payment as set out in the Agreement.
		8.2	Supplier may invoice Customer in advance.

- 8.3 The terms of payment are 14 days from the date of invoice.
- 8.4 All prices are stated and will be charged in DKK exclusive of VAT and other taxes/duties.
- 8.5 Supplier may 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) 10 %.
- 8.6 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.
- 9 AUDIT AND INFORMATION**
- 9.1 Supplier is at any time and without prior notice entitled to verify Customer's compliance with the Agreement. Such verification may be in the form of electronic access to the Services and any records therein. Customer must provide reasonable assistance to Supplier with these verification tasks.
- 9.2 Without prejudice to any other remedies for breach which Supplier may have at its disposal, and in case Customer has not obtained the license rights, Supplier is entitled to claim payment of the additional fees for the period when Customer did not have the correct rights.
- 9.3 Neither of the Parties are liable for the other Party's costs related to this clause. Regardless of the above, Customer is liable for any costs paid by Supplier if an audit reveals any non-compliance with the Agreement on the part of Customer.
- 10 WARRANTIES**
- 10.1 The Services are provided "as-is" meaning that the Services are provided in whatever condition they presently exist.
- 10.2 Supplier however warrants that the Services in all material aspects will work in accordance with provided specifications and any original documentation provided by Supplier, and that all material functions work, provided that the Services are used for the intended purpose, in accordance with the specifications and on the computer hardware and with the operating system for which the Services have been developed.
- 10.3 The above represents the only warranties, and Supplier provides no additional

warranties of any kind, neither explicit nor implicit. Supplier explicitly waives any warranties regarding marketability and suitability for a specific purpose.

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ACCEPTABLE USE POLICY

11.1

Customer must not use the Services in any manner that:

- a) violates any applicable laws, regulations, or third-party rights;
- e) transmits or stores any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable content;
- f) transmits or introduces any viruses, worms, malware, or other harmful code;
- g) attempts to gain unauthorized access to the Services or related systems or networks;
- h) interferes with or disrupts the Services or servers or networks connected to the Services;
- i) uses the Services to send unsolicited or unauthorized advertising, promotional materials, spam, or any other form of solicitation;
- j) impersonates any person or entity or falsely states or otherwise misrepresents Customer's affiliation with a person or entity;
- k) collects or harvests any personally identifiable information from the Services without proper consent;
- l) uses the Services for any illegal or unauthorized purpose or in a manner that could damage, disable, overburden, or impair the Services.

11.2

Customer acknowledges that violation of the acceptable use policy may result in immediate suspension or termination of the Services and the Agreement. Customer is solely responsible for all activities that occur under Customer's account and for ensuring that all users comply with this acceptable use policy.

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BREACH AND REMEDIES

12.1

General

12.1.1

Supplier's liability for breach, including for defects and delay, expires no later than 60 days after the time of delivery of the Services in question.

12.1.2

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.

12.1.3	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.	14.2	Indemnification is conditional upon the Affected Party:
12.1.4	To the extent a Party fails to remedy a breach, the non-breaching Party may claim damages in accordance with the Agreement.	a)	promptly notifying the Defending Party of the claim, giving the Defending Party the option of taking over the defence hereof;
12.2	Limitation of Liability	m)	giving the Defending Party any reasonably requested information and cooperation and sole authority to defend and settle the claim; and
12.2.1	A Party is not liable for any indirect, or consequential damages, including 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).	n)	not making any statement which may prejudicially affect the chances of settlement or defence of the claim.
12.2.2	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 etc. is limited to an amount corresponding to the highest of (a) 100 % of the payments received by Supplier under the Agreement for the same period og (b) DKK 10.000.	14.3	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 Services with materially the same functionality as the one infringing the third party's intellectual property rights.
12.2.3	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 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.	14.4	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	INTELLECTUAL PROPERTY RIGHTS	14.5	The Defending Party's obligations do not apply if the claim or adverse final judgment is based on:
13.1	Customer acknowledges that Supplier (or its licensors) owns all copyright and intellectual property rights or industrial property rights in and to the Services, including, but not limited to, the Services' code. This also applies to any amendments, adjustments, upgrades etc. of the Services. Customer must respect such intellectual rights, and Customer is liable for any breach of such rights, including a third party's unauthorised access to the Services.	a)	the Affected Party's non-compliance with the Agreement;
14	INFRINGEMENT OF THIRD PARTY'S RIGHTS	o)	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
14.1	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.	p)	use of the Services etc. for purposes other than as intended and/or contrary to any instructions on use.
		14.6	This clause is the Affected Party's sole and exclusive remedy in relation to infringement of third-Party intellectual property rights.
		15	TERMINATION
		15.1	Termination for Convenience
		15.1.1	The term of the Agreement (and any licences and/or services granted hereunder) is set out in the Agreement.
		15.2	Termination for Cause
		15.2.1	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 60 days of receipt of a written notice from the non-breaching Party to do so;
 - q) if the other Party is responsible for a material breach of the Agreement which is not capable of remedy; or
 - r) 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.
- 15.2.2 Customer's failure to pay any outstanding amount (except for outstanding amounts disputed in good faith) is deemed a material breach.
- 15.3 **Effects of Termination**
- 15.3.1 Termination for any reason has effect for the future only (ex nunc).
- 15.3.2 Termination for any reason does not result in the repayment of any payments made.
- 16 **FORCE MAJEURE**
- 16.1 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.

- 17 **CONFIDENTIALITY**
- 17.1 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 **ASSIGNMENT**
- 18.1 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.
- 18.2 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.
- 19 **GOVERNING LAW AND DISPUTES**
- 19.1 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).
- 19.2 Any dispute and claim arising from or in relation to the Agreement must be settled by a competent court at Supplier's venue.