

EG A/S – Terms of delivery

SECTION I – GENERAL TERMS

1 Application and formation of contract

These terms of delivery (the Terms of Delivery) apply to deliveries (the Delivery) set out in the Parties' agreement (the Agreement) unless they have been explicitly derogated from in writing and it can be established for certain that the derogation from these Terms of Delivery was intended. Sections II to V of the Terms of Delivery apply in addition to the general terms set out in this section I to the extent that the Delivery includes the categories of services described in each of these sections.

The Terms of Delivery apply to the full Delivery from the Supplier, even if the Supplier has commenced Delivery prior to the establishment of a written contractual basis between the Customer and the Supplier.

The Customer authorises its current IT manager or other usual contact person for the Supplier to act on the Customer's behalf in every respect and with binding effect on the Customer in relation to the Supplier, including placing orders under and amending or terminating the existing Agreement.

If additional deliveries derived from or otherwise related to the Delivery are made, the Terms of Delivery also apply to the performance of such additional deliveries unless otherwise agreed in writing between the Parties.

2 Delivery

The Delivery is specified in the Agreement. The Agreement contains a complete description of the Delivery and the requirements relating to it. The Supplier reserves the right to make alterations to the product and service specifications up to the Time of Delivery as long as the functionality and requirements are not negatively affected.

The Customer can only claim the content of individual quotations and/or order confirmations as the basis of the Delivery to the extent that such quotations or order confirmations are expressly included in the Agreement. Information provided by the Supplier in brochures, price lists, advertisements, previous quotations, on the internet or verbally is irrelevant to the assessment of the Delivery and whether the requirements relating to it are met.

If the Customer has specific expectations or requirements regarding the Delivery, the Customer is responsible in all respects for these requirements being described in the Agreement. The Supplier's sole responsibility is to provide the Delivery in accordance with the agreed specifications in the Agreement.

3 The Parties' cooperation

The Parties must participate loyally in the performance of the Agreement.

The Parties must make business-related and technical decisions of importance to the performance of the agreed Delivery and the cooperation in general on a continuous basis and at short notice. Each Party must ensure that the necessary organisational structure to do so is in place. The Parties must ensure that their collaborators have the necessary authority and decision-making competence in order to ensure the necessary dialogue and progress.

The Parties also agree to show the flexibility and spirit of cooperation that is required for an adequate execution of the Delivery.

4 Price and terms of payment

Prices in quotations and order confirmations do not include VAT, carriage, installation and insurance unless otherwise stated. Changes in currency rates, charges, insurance, carriage and purchase costs allow the Supplier to adjust its prices.

The Supplier is entitled to invoice the Customer when delivery has taken place or in accordance with the payment plan as agreed between the Parties. However, the Supplier is entitled to invoice the Customer for time-based services on a weekly basis, notwithstanding that the duration of a task may exceed this period. Expenses are invoiced weekly.

The terms of payment are 14 days net.

The Supplier is entitled to reimbursement for any expenses incurred, including transportation, food and accommodation.

Travel time will be invoiced according to time spent.

The Supplier is entitled to overtime pay. Overtime pay will be charged in accordance with the Supplier's then-current general price lists.

If payment is delayed, the Supplier is entitled to charge interest from the due date at the rate of 1.75 per cent per month. In addition, the Supplier is entitled to charge a fee for each reminder, whether verbal or in writing, or if a debt is placed for collection. Such fees will be based on the Supplier's fee policy as applicable from time to time. In the event of a default in payment, the Supplier is further eligible to suspend and withhold the Delivery or parts thereof and/or to terminate the Agreement in whole or in part by giving written notice to the Customer. If the Supplier terminates the Agreement, the Supplier is entitled to compensation.

If the Customer is to pay for assigned rights of use or ongoing services on a recurring basis, the Supplier is entitled to adjust the applicable prices once a year to the end of a calendar year.

Hourly rates and charges in connection with subscription and/or maintenance agreements and other prices for ongoing services are adjusted once a year on 1 January.

Changes in currency rates, charges, purchase prices from sub-suppliers, insurance and carriage allow the Supplier to further adjust its prices by the net impact of such changes without notice.

The Customer accepts that the Supplier may offer payment via Leverandørservice (direct debit service for businesses). If the Customer prefers to continue to make manual payments, the Supplier is entitled to charge a fee for each invoice based on the Supplier's fee policy as applicable from time to time.

5 Documentation and instructions

Documentation of the Delivery is only provided to the extent that this has been specifically agreed, and instructions, manuals, etc. are provided only to the extent specified.

Documentation of hardware and software is made available to the extent that it has been released by the manufacturer. This documentation is provided 'as is', and the Supplier assumes no responsibility for it.

6 Delivery and time of delivery

Any agreed delivery dates are specified in the Agreement. If no time of delivery has been agreed, either Party may, with reasonable written notice, demand execution of the Agreement. Any agreed time of delivery is approximate. Part deliveries may be made.

Unless otherwise agreed, delivery (the Time of Delivery) is considered completed when the Customer has obtained access to the Delivery, including the results of an ongoing service, or when the Supplier has provided the Customer with information about how to obtain online access to the Delivery.

In all circumstances, the risk of the Delivery passes to the Customer at the Time of Delivery. If the Supplier is to provision any equipment purchased by the Customer, the equipment will be kept at the Supplier's locations at the Customer's expense and risk, and the Customer is thus responsible for taking out insurance to cover the equipment.

7 Delays

If either Party realises that the performance of its obligations under the Agreement will be delayed, the Party must notify the other Party of this without undue delay. The Parties are then required to loyally attempt to limit the delay and any negative effects of the delay as much as possible.

If the Customer does not meet its obligations under the Agreement, or if the Supplier is in any other way prevented from performing its obligations due to circumstances attributable to the Customer, the Supplier is entitled to demand that fixed time limits for the performance of the Delivery be postponed by the duration of the delay as well as a reasonable start-up period after the delay has ended.

Regardless of whether or not the Supplier demands a postponement of fixed time limits, the Supplier is entitled to claim reimbursement of additional costs incurred because the Supplier's resources for the Delivery could not be used optimally.

If an agreed Time of Delivery is exceeded by more than 20 working days, the Customer may give the Supplier a reasonable period within which delivery must take place. If delivery has not taken place by the end of this period, the Customer may terminate the Agreement and claim compensation within the framework of these Terms of Delivery.

The Customer has no other remedy for breach of contract in the case of delays.

8 Defective deliveries

The delivery is considered defective if it does not meet the agreed specifications in the Agreement and if the defects are not merely insignificant deviations.

The absolute period of complaint expires six months after the Time of Delivery, and a complaint is based on the premise that the Customer has fulfilled its duty of inspection in accordance with the general provisions of Danish law. Any complaint to the Supplier must be made immediately following this inspection. Otherwise, the complaint may be rejected.

The Supplier decides whether defects will be remedied by repair or by replacement.

If the Supplier does not remedy a defect within a reasonable time (at least 20 working days), the Customer may be entitled to a pro rata reduction in accordance with the general provisions of Danish law. If the delivery was provided according to time spent, the Supplier's obligation to remedy the defect will be invoiced according to time spent.

In addition, the Customer may terminate the Agreement if the defect is significant and has not been remedied within 20 working days of the defective equipment or software being made available to the Supplier. In such cases, the Customer may also claim compensation subject to the limitations set out in these general terms and any specific terms attached to the Software delivered.

This section finally excludes any liability on the part of the Supplier for defects in the Delivery, and the Customer hereby expressly and irrevocably waives any other rights in the event of defects in the Software. The provision should be read in the context of the limitation of liability set out in these terms and the manufacturers' licence terms.

If the Customer reports a defect and it turns out that there is no defect, the Customer must reimburse the Supplier in respect of any expenses incurred in this connection. The reimbursement is determined based on the Supplier's then-current price list for services provided etc.

9 Retention of title and lien

The Delivery is sold CONDITIONALLY and remains the property of the Supplier until the Customer has paid the entire contractual amount including interest and expenses incurred as well as any expenses paid by the Supplier on behalf of the Customer in connection with the Delivery.

If the Delivery consists of establishing access to ongoing services and there is a breach of contract by the Customer, the Supplier is entitled without incurring any liability to permanently or temporarily terminate or suspend the Customer's access to the Delivery.

10 Limitation of liability

The Supplier's liabilities do not include (a) defects occurring as a result of installation by someone other than the Supplier or as a result of the Customer's use of the Deliveries in conjunction with other accessories/software that directly or indirectly affect the functionality of the Deliveries, (b) errors occurring as a result of alterations to or interference with the Deliveries not carried out in accordance with the Supplier's written instructions and acceptance, (c) errors occurring as a result of the Customer's lack of training, as a result of the use of the Deliveries in any other way than that prescribed in the provided documentation or by good IT practice or due to negligence on the part of the Customer, its staff or any third party and (d) failure to meet requirements or requests for functionality not expressly and clearly described in the Parties' Agreement.

The Supplier is not responsible for indirect losses, consequential damage, damage caused by computer viruses, operating losses, the Customer's internal time spent, loss of data and costs related to its recovery, loss of profit and other commercial losses, whether caused by the Supplier's negligence or not.

The Supplier's liability for damages in terms of value is limited to the Supplier's consideration under the Agreement received within the last 12 months prior to the occurrence of the damage and in all circumstances to a maximum of DKK 1,000,000.

The Supplier assumes product liability in accordance with current mandatory legislation on this subject. Beyond this, the Supplier assumes no product liability.

The Supplier's liability for defects in equipment includes receiving the Customer's error report and notifying the manufacturer or the manufacturer's local representative of the error without undue delay. The Supplier assumes no further liability in this respect.

With regard to Third-Party Software, refer to section 22.

11 Force majeure

Neither Party is liable for circumstances that the Parties could not have foreseen when entering into the Agreement, including strikes, lockouts and other circumstances of force majeure as defined by Danish law.

12 Terms for e-commerce (webshop)

The Customer is responsible for keeping the user name and password confidential, and the Customer must immediately inform the Supplier in case the password is lost or in case of abuse or attempted abuse of the Customer's user name and password. The Customer accepts full responsibility for the use of the Customer's user name and password, and it is the Customer's responsibility to have in place security measures and procedures to ensure that the Customer's user name and password are only used by staff members with an authorisation to place orders on the website. The Customer is also fully responsible for any use of the user name and password by any previous, present or future employee or third party to whom the Customer has assigned the user name and password.

13 Return of non-defective services

If the Supplier agrees in writing to take back items, the acceptance will include an RMA number that must be stated on the return delivery. The Supplier only accepts return of items if this number is stated on the return delivery. Furthermore, the items must be unbroken, unharmed, complete and in the original packaging. The extent of the subsequent crediting of the items will depend on the resale value and must be specifically agreed.

14 The Supplier's processing of the Customer's data

This section 14 applies if the Supplier receives or processes data on behalf of the Customer.

General terms

Customer information is stored and/or transferred in strict accordance with current legislation regarding data protection. The Customer may inform the Supplier that this information is not to be used for direct marketing purposes.

The Customer retains all rights to its own data.

Data generated by the Supplier or generated automatically in connection with the performance of the Agreement may only be used by the Supplier for the performance of the Delivery and for statistical purposes when the information has been anonymised.

Personal data

If the Supplier processes personal data on behalf of the Customer, the Customer is the data controller of the personal data processed in the Customer's IT systems, and the Supplier acts as a data processor for the Customer and is thus subject to the Customer's powers of direction.

The Supplier must take the necessary technical and organisational security measures to prevent that personal data is accidentally or illegally destroyed, forfeited or impaired and to ensure that such data is not communicated to unauthorised persons, misused or in any other way handled contrary to the Danish Act on Processing of Personal Data and any other legislation governing the processing of personal data.

At the Customer's request, the Supplier must provide the Customer with sufficient information and control access to enable the Customer to verify that the Supplier complies with the requirements regarding security measures under the Agreement.

The Supplier may only entrust the processing of personal data to subsuppliers with the Customer's prior written consent. At the time of entering into the Agreement, the Customer's acceptance of these terms will also constitute an acceptance of the subsuppliers specified in the Agreement, including the suppliers of the third-party products included in the Agreement.

The Supplier may not transfer personal data to countries outside the EU without the Customer's prior written consent, which may not be refused without substantial reason.

The requirements for the Supplier's processing of personal data and the relationship between the Parties in this connection may be further regulated by a separate Data Processor Agreement.

Compliance with current legislation on the protection of personal data entails and includes that the Customer must observe the provisions on the duty to disclose all relevant information and provide access to documents to the data subject, handle objections to the registration of personal data, delete incorrect information etc., obtain the necessary consents to the registration and processing of personal data and notify the Danish Data Protection Agency where necessary. The Supplier must

be prepared to follow any decisions made by the Danish Data Protection Agency concerning measures to meet the safety requirements set out in the legislation on the protection of personal data. The Supplier must also allow any inspections required by the Danish Data Protection Agency in connection with the processing of personal data.

The Customer is at all times responsible for ensuring that no personal data is stored and processed in the operating environment contrary to the legislation on the protection of personal data. Contravention will be considered a material breach of the Agreement and will entitle the Supplier to terminate the Agreement. The Supplier refers to the guidelines and guidance notes of the Danish Data Protection Agency, which can be found at www.datatilsynet.dk. The Customer must indemnify the Supplier in the event that the Supplier causes damage as a result of the Supplier's processing of personal data in accordance with instructions from the Customer or otherwise under this Agreement.

If the Parties have entered into a separate Data Processor Agreement, this Data Processor Agreement supersedes the above.

15 Safety regulations

The Supplier must maintain a high level of security in the Delivery. In accordance with good IT practice, the Supplier must thus physically secure its IT environments against unauthorised access, fire, etc. and ensure a logical breakdown of the Delivery. Accordingly, the Supplier warrants that it continuously protects its network and general IT environment with updated market-leading security and antivirus software, but otherwise assumes no responsibility for unauthorised access to or misuse of the Customer's data.

To the extent that the Supplier arranges for general audit or security reports to be prepared for the Supplier, the Customer may request a copy of these reports free of charge. The Supplier is entitled to remove any confidential information contained in these reports.

The Supplier must comply with the Customer's current safety regulations, contingency plan, safety procedures and security regulations insofar as these were provided to the Supplier at the time of agreement and have been approved in writing by the Supplier. The Customer is responsible for ensuring that the Supplier is familiar with these. The Supplier may claim separate reimbursement of any costs incurred to comply with these. Any changes in safety requirements or the presentation of new guidelines after the conclusion of the Agreement will be considered a change.

16 Cancellation and rescheduling

If the Customer is granted a right of cancellation or rescheduling of courses, consultancy tasks or similar under the Agreement, cancellation or rescheduling can only be made in accordance with the agreed guidelines. The Customer is expressly made aware that, depending on when the notification of cancellation or rescheduling is received, the Customer will be charged fully or partially in accordance with the agreement originally entered into.

17 Consent to marketing

By accepting these Terms of Delivery, the Customer explicitly consents to the Supplier and other companies of the EG group contacting the Customer by telephone, e-mail, text or multimedia message for marketing or product guidance purposes. The Customer has been informed that this consent can be withdrawn at any time by contacting the Supplier using the current contact information at www.eg.dk.

18 Disputes

This Agreement is subject to Danish law, regardless of what is stipulated in international conflict-of-laws rules implemented in Danish law and the CISG, and any disputes will be settled at the venue specified in the Supplier's articles of association.

SECTION II – SPECIAL TERMS FOR SOFTWARE

19 General terms

The terms below apply in addition to the terms set out in section I if the Supplier is to provide or develop proprietary software (EG IP) and/or third-party software (Third-Party Software), collectively referred to as the Software. The term Software also covers documentation etc. developed for use in conjunction with the Software.

The Software is licensed in accordance with the Supplier's or the manufacturer's licence models, which were presented in connection with the agreement under which the Customer acquired the licence. The licence fee covers the use of the Software in relation to one specific installation unless otherwise stated in the licence terms.

The Customer is responsible for being correctly licensed at all times. The Supplier's advice on the need to acquire licences is thus based solely on the Customer's own information, and the Supplier does not perform separate verification of or follow-up on this information. This applies to EG IP as well as to Third-Party Software.

20 Rights to the Software and licence terms

The Customer acknowledges that the title and intellectual property rights to the Software belong to the manufacturer, and the Customer is responsible for becoming acquainted with the content of the current licence terms for the Software.

Unless otherwise agreed, the Customer obtains a time-limited, non-exclusive and non-transferable right of use. The right of use only gives the Customer the right to use the Software for the Customer's own administrative data processing. The Software may also be used by others besides the Customer's employees to the extent that they perform activities that are naturally associated with the business processes that the Software is acquired to support, and the Software may be made available to third parties as part of the outsourcing of the Customer's IT operations. However, such third parties must sign a separate declaration regarding access to the Software.

The Customer is entitled to make copies of the Software for archiving or backup purposes only. Furthermore, the Customer is entitled to make one copy of the Software for development and test purposes only. Taking due account of these terms, the Parties' agreement and the regulations of the Danish Copyright Act regarding the administration of protected software, the Customer is entitled to employ and change the Software to the extent that this is necessary for the use of the Software as specified in the Agreement. These terms do not entitle the Customer to maintain or further develop the Software personally or through a third party. The Customer is made aware that any alterations carried out by the Customer may affect the Supplier's responsibility for the Delivery. The Customer may not translate the Software from object code to source code, e.g. by performing reverse engineering, disassembly or decompilation of the Software, unless this is allowed by current mandatory legislation. If the Customer wants to exercise these rights, the Customer must notify the Supplier of this in advance.

The Supplier warrants that the Software developed by the Supplier does not infringe any third-party rights, including patent rights or intellectual property rights of any kind.

21 Rights to EG IP

The terms under which the Customer obtains the right to use EG IP are described below.

Copyright and title

The Customer acknowledges that the title and copyright to EG IP belong to the Supplier or any third party who has manufactured components of the Software or other products included in EG IP. Any disregard for the rights of the Supplier and/or any third party is considered a breach of the Parties' agreement.

Scope of the licence

EG IP is licensed and not sold. The Customer solely obtains a right to use EG IP. The right of use is non-exclusive and non-transferable.

The right of use is time-unlimited unless EG IP is made available to the Customer on a subscription basis. If the right to use EG IP is conditional upon an ongoing subscription and/or a maintenance agreement, the right of use is time-limited and will automatically expire upon termination of the subscription agreement.

On termination of the subscription for any reason, the Customer must immediately delete all EG IP copies and remove them from its systems. No later than five working days after the termination of the subscription, the Customer must send a written confirmation to the Supplier stating that all EG IP copies have been uninstalled and destroyed. On termination of the subscription, the Customer and all users must cease all use of EG IP.

The Customer's rights may be revoked if the Customer fails to comply with the terms of use or if an agreed licence and/or upgrade subscription fee is not paid. In such case, the Supplier will notify the Customer in writing of its intention to revoke the Customer's rights within thirty (30) days if these matters are not remedied.

The Customer may only use EG IP for its internal business purposes, such as the processing of the Customer's data as part of the administration and/or operation of its business.

Subject to prior written consent, the Customer is entitled to make EG IP available to third parties (e.g. hosting providers) who use EG IP on behalf of the Customer. The Supplier may not unreasonably withhold such consent. The Supplier may require third parties to sign a separate declaration regarding the acknowledgement of rights to EG IP.

Unless current legislation or a separate written agreement with the Supplier grants the Customer more extensive rights than those set out in these terms, the Customer may only use EG IP as expressly stated. In this connection, the Customer must observe any technical restrictions in EG IP that only allow the Customer to use it in certain ways.

For example, the Customer is not allowed to:

- a) Work around the technical restrictions in EG IP
- b) Reverse engineer, decompile or disassemble EG IP unless and only to the extent that such actions are explicitly allowed by current legislation despite this restriction
- c) Edit the object code of or perform changes to EG IP
- d) Produce more copies of EG IP than the number agreed/granted or allowed according to current legislation despite this restriction
- e) Publish EG IP so that others may copy it
- f) Rent, lease or lend EG IP
- g) Use EG IP for commercial software hosting.

The source code of EG IP must be regarded and treated as confidential information.

The Customer may not perform changes to or otherwise further develop/maintain EG IP personally or through a third party. The right to do so rests solely with the Supplier.

Copies

The Customer may make copies of EG IP to the extent that this is necessary for backup or archiving purposes (backup copies). A backup copy may only be used in case of deterioration or destruction of the original Software.

The Customer may also make copies of EG IP for the purpose of conducting tests or implementing changes as allowed under the terms (test copies). Test copies may only be used for the above purposes, and test copies must never be used in production.

The Customer may only make copies of EG IP and use these copies as expressly set out above and otherwise in accordance with the terms.

Audit

Upon request, the Customer must provide the Supplier with documentation of its compliance with the terms of use, such as a list of users and/or third parties who have access to the Software. The Supplier may verify the accuracy of this documentation, including the list of users, at any time and without prior notice. On any violation of the number of users, the Supplier is entitled to claim payment from the Customer for additional licence fees as well as a penalty of +10% of this amount calculated from the time when the Customer can document its lawful use.

Warranty of non-infringement of third-party rights

The Supplier warrants that EG IP does not infringe any third-party rights, including patent rights or copyrights of any kind.

22 Third-Party Software

The Customer is expressly made aware that these terms do not consider the Customer's rights of use to Third-Party Software provided through the Supplier. All use of such Third-Party Software is subject to the regulations of the manufacturer's own terms, and the Supplier is thus not responsible for such terms containing stricter provisions or restrictions in the right of use to the Third-Party Software granted to the Customer according to these terms.

By purchasing access to use the Third-Party Software, the Customer becomes bound by the manufacturer's then-current licence terms and update terms for the Third-Party Software, even if these terms are not enclosed or signed. The terms may be an integral part of the Software or be available on the manufacturer's website. Conditions regarding rights of use and troubleshooting take precedence over these general terms of delivery. At the Customer's request, the Supplier must provide the Customer with these terms and any available product material for the Customer's information.

The Customer has been informed that such terms may grant the manufacturer, or a third party designated by the manufacturer, the right to audits or any other form of verification that the Software is used in accordance with the licence terms and granted licence rights. The Customer must participate in this verification.

The Customer agrees to observe current Danish law regarding the regulations concerning the handling of software protected by the Danish Copyright Act as all rights to Third-Party Software belong to the manufacturer of such software.

Third-Party Software is licensed "as is" by the manufacturer. The Supplier's liability for defects in Third-Party Software includes receiving the Customer's error report, providing information about any readily available workarounds and notifying the manufacturer or the manufacturer's local representative of the error without undue delay.

23 Binding orders for Third-Party Software

Regardless of whether Third-Party Software has been acquired as part of or in connection with an agreement on services or Software from the Supplier, the Customer is not entitled to terminate or withdraw from the agreement regarding the acquisition of such software. This applies regardless of the reason for the termination of such agreements.

SECTION III – SPECIAL TERMS FOR ONLINE ACCESS

The terms below apply in addition to the terms set out in sections I and II if the Supplier makes Software available to the Customer online (cloud/hosted solution).

24 Online access to the Software

The Supplier grants the Customer access to the Software from the agreed date.

The Supplier is entitled to have one or more sub-suppliers perform the Delivery or parts thereof. In such case, the Supplier must inform the Customer which parts of the task are performed by a sub-supplier.

The Supplier endeavours to maintain a high uptime for access to the Software, but does not guarantee that there will be no disruptions during which the Customer cannot use the Software. The Supplier only undertakes to meet the agreed service targets contained in the specific agreement (SLA) between the Parties.

25 Special terms for access to Third-Party Software

If the Third-Party Software is made available online (as a cloud or hosted solution) via the manufacturer or a third party designated by the manufacturer, the Supplier solely acts as the intermediary provider of this service, and the Third-Party Software is consequently made available to the Customer in accordance with the manufacturer's terms for this service. The Customer is thus expressly made aware that the use of cloud solutions or hosted software solutions is subject to separate terms from the manufacturer/provider, and the Customer is responsible for becoming acquainted with the content of these terms.

The Supplier thus assumes no responsibility for the availability or functionality of Third-Party Software.

26 Safety and provision of auditor's statements

Once a year, the Supplier must arrange for an ISAE 3402 type 2 auditor's statement to be prepared for its own operating environments based on a risk assessment with ISO 27002 as a frame of reference.

The statement will include the Supplier's own physical conditions, server hardware, LAN, WAN and firewalls used in the operation of the Delivery.

The Customer may request a copy of this report at no extra charge.

The Supplier must correct any issues identified in the report at its own expense within a reasonable time and provide documentation of the correction to the Customer upon request.

The Supplier must also meet the safety requirements set out in the Parties' Agreement.

27 Services provided upon termination

The Supplier must assist the Customer in securing the Customer's data if such data is stored in external IT environments.

The Supplier is entitled to payment for any assistance provided under this provision according to time spent and at the Supplier's usual hourly rate as set out in the current price list at the time of performing the work.

The Customer is aware and accepts that the Supplier may store data belonging to the Customer in the Supplier's backup system until the agreed backup policy automatically removes such data from the system.

SECTION IV – SPECIAL TERMS FOR MAINTENANCE

The terms below apply in addition to the terms set out in section I if the agreed Delivery includes a maintenance agreement.

28 The Supplier's services

From the agreed date, the Supplier must perform maintenance as specified in the Agreement (the Delivery) of the Software specified in the Agreement or of other parts of the Customer's IT environment. Unless otherwise stated, support and/or maintenance only cover Standard Software and not any customisations, parameter settings, etc. In the case of standardised services, the Supplier may change the content of the individual subscription types from time to time. The change must be justified on objective and technical grounds.

If stated in the Agreement, the Customer may order on-site assistance or other ad hoc assistance. As a general rule, such services are provided without any previous specification of the delivery obligations, and the Supplier's obligations in this connection are solely to make qualified resources available for the performance of the task. If detailed specifications have been agreed for the task, the Supplier must perform the Deliveries in accordance with these specifications.

The Deliveries must be performed by qualified staff and in accordance with good IT practice. Support and maintenance services within normal office hours must be planned and performed so as to cause as little inconvenience to the Customer as possible. If the Customer wants tasks to be performed outside normal working hours, a separate agreement must be made.

The Supplier must have free access to perform the Deliveries, and the Customer must make the parts of its IT environment in which the Software/Equipment will be run available free of charge.

If the performance of the Deliveries necessitates a full or partial shutdown of the Customer's IT system, the Supplier must request the Customer's prior permission. If the Customer prefers the shutdown to take place outside normal working hours, the Customer must pay any additional costs incurred in this connection. The Customer also accepts that any agreed deadlines will be extended accordingly.

During the period of agreement, the Supplier must maintain an organisation and contingency arrangements to be able to comply with the obligations set out in the Agreement.

The Supplier must make qualified resources available for the performance of the Delivery. The Supplier is at all times entitled to replace resources – including named resources – that are allocated to the Agreement with other corresponding resources.

29 Customer participation

In its daily operations, the Customer must ensure that the Customer's IT environment is used in accordance with the applicable guidelines. Special emphasis is given to the Customer's duty to act on the recommendations made at any time by the Supplier, operators or manufacturers in respect of technical and operating environment issues, to maintain a configuration that is able to handle new updates/releases of the Software covered by maintenance and to follow the instructions of the Supplier concerning the installation and application of the Software/Equipment.

The Customer accepts to pay all costs related to configuration and system changes necessitated by the Deliveries under the Agreement. If the Customer is unwilling to accept the costs incurred in this regard, the Supplier's obligations under the Agreement will terminate to the extent that this is objectively justified.

The Customer is responsible for providing online access to the Customer's IT system in accordance with the Supplier's specifications in force at any time.

If the Customer uses a third party, e.g. for the delivery of operational services, it is the responsibility of the Customer to ensure that the Supplier has free access to the operating environment, data, etc. to the extent requested by the Supplier. If the fact that remedying is to be carried out and coordinated in collaboration with a third party entails a need for additional resources, these will be paid separately and in addition to the fixed payments.

The Customer must secure the IT environment in and with which the Supplier's employees work so as to avoid the risk of loss or damage to the Customer's IT systems, including loss of or damage to data. The Customer must also ensure that sufficient backup is performed before the Supplier's employees are given access to the Customer's IT environment so that the Supplier can perform the agreed Deliveries without the risk of data loss. Backup must include all types of data and software, including data relating to ongoing projects or tasks in which the Supplier is involved (unless expressly agreed in writing between the Parties, the Supplier performs no backup of such data, regardless of whether the data is generated by the Supplier).

The Customer is assumed to have the licence rights required for the performance of the Deliveries.

30 Service targets

If the Parties have agreed on specific service targets for the Deliveries, this will be stated in the Agreement. Compliance with such service targets requires the Customer to meet its obligations under the Agreement. If the Customer wants to assert that the agreed service targets have not been met, a claim must be made no later than five working days after the end of the calendar month in which the service targets were not met.

31 Complaints and responsibility

The Customer must check the Delivery and immediately report any defects to the Supplier. In all circumstances, complaints must reach the Supplier no later than one month after the performance of the Delivery.

Upon receipt of a written complaint from the Customer, the Supplier must, taking due account of the significance of the matter to the Customer, remedy the matter within a reasonable time.

If the Delivery pertains to services related to third-party products, refer to section 22 above.

If service targets have been set up for the Deliveries and the lack of fulfilment of such service targets activates an agreed compensation, the Customer cannot rely on other remedies for breach of contract in connection with the lack of fulfilment.

32 Lending and return of equipment, software, etc.

Tools, equipment, materials, etc. made available by the Customer may only be used by the Supplier for the performance of the agreed Delivery. On completion of the Delivery, tools etc. must be returned to the Customer without undue delay.

33 Title and intellectual property rights

The Supplier retains the title, the intellectual property right, the right of disposal and any other rights to all work, reports and instructions, all documentation and other material and all scripts and configurations prepared by the Supplier in connection with the Deliveries under the Agreement. The Customer's right to use such material is limited to the use required to receive and use the Delivery, and the right of use expires upon termination of the Agreement.

34 Use of subsuppliers

The Supplier is entitled to have one or more subsuppliers perform the Delivery or parts thereof. In such case, the Supplier must, upon request, inform the Customer which parts of the task are performed by a subsupplier.

35 Period of agreement and termination

Unless otherwise specified in the Agreement, the Customer and the Supplier may terminate the Agreement for the future (prospectively) by giving at least six months' prior written notice to the end of a calendar month. However, the Agreement is non-terminable for the first 12 months from the commencement date.

SECTION V – SPECIAL TERMS FOR TIME-BASED SERVICES

The terms below apply in addition to the terms set out in section I if the agreed Delivery includes time-based services.

36 General terms

Time-based services are provided as professional performance services in accordance with the Parties' Agreement. The Delivery must be performed in accordance with good IT practice.

The Supplier must use qualified resources to perform the Delivery under the Agreement.

The Parties must seek to ensure continuity in the resources used to perform the Agreement. If necessary, the Parties may replace resources – including named resources – that are allocated to the Agreement with other corresponding resources.

The Supplier may use subsuppliers. The Supplier is directly responsible to the Customer for the acts and omissions of subsuppliers as if they were the Supplier's own acts and omissions.

37 Customer participation

In order for the agreed delivery dates to be met, the Customer must be able to make decisions that are relevant to the Delivery on a daily basis, and the persons who have the daily dialogue with the Supplier must be competent to make decisions regarding the cooperation.

Before the Supplier is given access to the Customer's IT systems, the Customer must ensure that the Supplier is made aware in writing of any safety regulations or other guidelines that apply to the access to the Customer's IT systems.

The Customer is also responsible for (a) obtaining the necessary rights to set up integrations with other systems, (b) obtaining the necessary permissions and procuring data and transaction files, (c) making data extracts from the systems from which the conversion is to be performed, including the necessary descriptions, available to the Supplier in connection with the conversion of data and (d) ensuring that all necessary updates/changes to the Customer's IT environment have been performed, including that the requirements for the technical platform etc. have been met.

38 Rights to the results of time-based services

Upon effective payment, the Customer is granted a right to use the results of the Supplier's efforts as described in section 21.

If the exercise of the right of use requires the Supplier's participation beyond what is specified as part of the Delivery, this is a separately payable time-based service.

39 Complaints and responsibility

The period of complaint for all Deliveries expires three months after the Time of Delivery, but no earlier than one month after the Time of Delivery of the last part of the Delivery if part deliveries have been agreed.

After the Time of Delivery, the Customer must check all parts of the Delivery that have been delivered without undue delay and fulfil its duty of inspection in accordance with the general provisions of Danish law.

The Supplier is not responsible for the Delivery's viability, usability or suitability for a particular purpose or for the Customer's achievement of a particular result except as specifically stated in the description of the Delivery in section 6.

The Supplier's advice on the Delivery's suitability is based solely on the information available at the time of the Parties' entering into this Agreement.

If the Delivery is faulty or defective, meaning that it does not meet the agreed Delivery specifications in the Agreement, and if these errors and defects are not merely insignificant deviations, the Customer must immediately report such errors and defects to the Supplier. Otherwise, the complaint may be rejected.

The Supplier is entitled and obliged, at its own expense, to commence the remedying of defects within a reasonable time after receiving a full complaint from the Customer within the period of complaint.

If the Customer reports a defect and it turns out that there is no defect, the Customer must reimburse the Supplier in respect of any expenses incurred in this connection. The reimbursement is determined based on the Supplier's then-current price list for services provided etc.

If the Supplier does not remedy a defect within a reasonable time, the Customer is entitled to exercise the available remedies for breach of contract in accordance with the general provisions of Danish law (as limited by the agreed limitations of liability, specifically section 10).

40 Prices and terms of payment

Travel time will be charged at the applicable hourly rate. Any expenses incurred by the Supplier in connection with the performance of the Delivery (e.g. bridge and road tolls, taxi fares, flight tickets and food and accommodation expenses) must be reimbursed by the Customer on a time and material basis at no extra charge. Transport will be charged at the rates set by the Danish government.

The management of Customer requests for changes to the Delivery by the Supplier will be invoiced according to time spent. If the Customer's failure to contribute results in the Supplier having to use additional resources, the Customer will be invoiced according to time spent regardless of the selected price model.

The Supplier is entitled to overtime pay if the Parties agree that work is to be performed during weekends, on public holidays or on working days outside the normal working hours between 8:00 a.m. and 6:00 p.m. After 6:00 a.m. and until 8:00 p.m. on working days, the Customer must pay a supplement of 50 % relative to the agreed hourly rates. If work is to be performed outside those hours, the Supplier is entitled to a supplement of 100 % relative to the agreed hourly rates. If a fixed price has been agreed, overtime pay is settled in accordance with the

above, except that the percentage supplement is calculated on the basis of the Supplier's usual hourly list prices.

The price of the parts of the Delivery that are invoiced according to time spent is calculated as the total time spent by the resource in question multiplied by the agreed hourly rate for that resource. Any other costs incurred, including transportation, travel time, food and accommodation, will also be invoiced.

Estimates are not binding on the Supplier, and the Supplier is thus – irrespective of any estimates stated – entitled to invoice the Customer on the basis of the actual time spent on and expenses incurred in connection with the task.

Unless otherwise agreed, the Delivery is invoiced monthly in arrears according to the actual time spent during the period. Any payment plan may include the parts of the Delivery that are provided at a fixed price.