

Appendix 5 General Terms and Conditions



**No Problem
Kulturen**



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CHAPTER I: APPLICATION AND DEFINITIONS

1. APPLICATION

- 1.1 These terms and conditions (General Terms and Conditions) are entered into between IT Relation A/S, CVR no. 27001092 (IT Relation) and the Customer and are valid for services/deliveries agreed under the Parties' agreement (Contract), unless expressly and in writing have been overruled in a Contract.

2. DEFINITIONS

- 2.1 The Contract uses a number of defined concepts.

Commissioning Day means the Day when a Service is made available to the Customer. There may be several Commissioning Days in the Implementation Project. When all Services are commissioned at one time, there is only one Commissioning Day which will coincide with the Handover Day.

Consumption (price model) means the settlement model for Services, which is invoiced based on actual consumption.

Contract means any agreement for Services or frameworks for delivery thereof, accepted by Customer and IT Relation, regardless of medium and method of acceptance and whether signed, confirmed by email or otherwise legally constituted and containing an exhaustive description of the services and deliveries ordered by the Customer and approved by IT Relation for delivery and at an agreed delivery date.

Day means any calendar day including May 1 but apart from official Danish public holidays, Christmas Eve, New Year's Eve and Constitution Day.

Documentation means any agreed description related to provision or use of the Services outlined in the Contract.

Handover Day means the Day when all the agreed Services have been deployed. That is, if Services are deployed on an ongoing basis during the Implementation Project, the Handover Day will be the Day of the final Deployment. If an existing Contract is renewed by signing, the Handover Day will be identical to the effective date of the renewed Contract.

Implementation Project means those assignments the Parties must perform collectively with a view to establishing and implementing the technical setup etc. to be used in provision of the agreed Services.

Independent Subcontractors means a third party with whom the provider has entered into an agreement to negotiate/provide standardized services in the form of standard Software, operating environment or other services offered as a standard product/service in the market.

Operating environment means those IT environments IT Relation must make available in fulfilment of the Contract.

The Parties means the Customer and IT Relation, while "Party" means one of these.

Service Level Agreement means any agreed targets for a Service.

Services means the services the provider must provide under the Contract.

Software means program code and any related documentation including user guides etc.

Subcontractor means any partners who provide resources, capabilities and know-how to the provider according to the provider's specifications and under its instructional powers.

T/M means actually used time and materials.

Working Day means Monday to Friday (08.00-16.00) including May 1 but apart from official Danish public holidays, Christmas Eve, New Year's Eve and Constitution Day.

CHAPTER II: IMPLEMENTATION PROJECT

3. IMPLEMENTATION PROJECT

- 3.1 To the extent that the Parties have agreed that Services will be established under an Implementation Project, IT Relation shall perform an analysis of the Customer's IT conditions that are important for IT Relations pricing and other terms for the provision of Services.
- 3.2 The Customer must, in good faith, assist IT Relation with this analysis and provide access to data and networks to any necessary extent, including to the existing operating environment, and participate in meetings convened by IT Relation as needed.
- 3.3 The Customer must faithfully disclose all relevant matters and provide IT Relation with access to relevant information for use in IT Relations analysis.
- 3.4 If the Customer has an existing supplier, the Customer is responsible for obtaining the written information from this supplier that is necessary for IT Relation to carry out the analysis.
- 3.5 If the analysis reveals new information or circumstances that are significant to the fulfilment of the Contract, the Parties must, in good faith, revise the Contract's appendices based on the factually observed circumstances.
- 3.6 IT Relation may require changes to the Contract, including, but not limited to, prices, if this is reasonably justified and to the extent that circumstances which IT Relation was unaware of at the time of Contract signing and which can influence IT Relation's expenses or other matters associated with fulfilment of the Contract.
- 3.7 Changes to payments shall be calculated based on the overall net change to the scope of the Services as well as, to the extent such exists, based on unit prices indicated in the Contract.

4. ESTABLISHMENT AND DEPLOYMENT OF SERVICES

- 4.1 Implementation of Services is carried out by establishing the setup required for the fulfilment of the Contract for commissioning.
- 4.2 IT Relation has overall responsibility for progress during deployment, including for management and quality assurance. IT Relation has an obligation to take the initiative concerning these activities and as part of this must continually inform the Customer of all matters that may have significance for the deployment's completion. IT Relation is not responsible for delays in the Implementation Project caused by circumstances for which the Customer is responsible, including, but not limited to, the Customer's failure to participate. IT Relation may claim documented related additional costs reimbursed by the Customer.
- 4.3 Deployment will take place following more detailed agreement between the Parties. IT Relation's operational responsibility for a given Service commences on the Commissioning Day, however the Provider is not responsible to the extent there exist interdependencies between a commissioned Service and a Service that will be commissioned later.
- 4.4 The Customer must make qualified employees available in connection with deployment and must also participate in completion of the deployment to the extent this is required on objective grounds.
- 4.5 Handover Day occurs when all Services have been reached Commissioning Day.

CHAPTER III: OPERATIONS PHASE

5. SERVICE AND SERVICE LEVEL TARGETS

- 5.1 IT Relation must provide the Services specified in a Contract. Services must comply with the Service Level Agreement.

5.2 The Service level targets must be measured and reported from the second whole calendar month after Handover Day, and IT Relation must establish the measures and procedures indicated in the Contract so that reporting can fulfil the requirements in clause 7. If the Parties have agreed that the Customer is responsible for the measurement and reporting, the Customer is responsible for this and, in the event of non-compliance with Service level targets, must provide IT Relation in writing with documentation of the non-compliance. The documentation must be received by IT Relation no later than 5 Working Days after expiry of the measurement period. Otherwise, Customer forfeits its right to claim against IT Relation due to non-compliance.

6. SECURITY

- 6.1 If the Parties have agreed on specific security measures, IT Relation shall observe these. If nothing has been agreed on this, IT Relation must, regardless maintain good IT practice, cf. 6.2. In relation to cybercrime prevention (e.g. fraud, theft committed through digital networks), this means that IT Relation must take usual technical and organizational security measures in its own operating environments. The Customer is responsible for the usual technical and organizational security measures in its own IT environments, regardless of whether they are part of the provision of Services.
- 6.2 IT Relation must maintain an appropriate level of security in its own operating environments when providing Services. In accordance with good IT practice, IT Relation must have up-to-date and customary systems and procedures to protect its server environment against fire, unauthorized access, viruses and hacking and to secure backup and restoration of Services where IT Relation may be exposed to fire, flood, lightning, and similar extraordinary events.
- 6.3 IT Relation is only obliged to comply with the Customer's security regulations which are provided to IT Relation at the time of the agreement. IT Relation may claim any costs related to compliance with Customer's security regulations covered separately.
- 6.4 Any Customer requirements for changes to own and/or agreed security measures will, after Contract Signing, be dealt with as a change request from the Customer.
- 6.5 IT Relations changes to security measures that are not customer specific, but rather are performed as part of adaptation to compliance with good IT practice and general security regulations applicable to several of IT Relations customers, are done at IT Relations' own expense.
- 6.6 IT Relation is entitled, at own expense, to implement technical changes in its operating environment aimed at ongoing prevention or remediation of known security risks.
- 6.7 If IT Relation confirms a security breach, including breaches of personal data security, IT Relation must inform the Customer of this without undue delay in accordance with Personal Data Regulation Article 33. This does not apply however if the security breach has been remedied and the Customer's data has not been compromised.

7. REPORTING AND DOCUMENTATION

- 7.1 The Parties must regularly inform each other on all matters that are deemed to be significant to the fulfilment of the Contract. Including that the Parties must, in good faith, exchange information and data to the extent these are relevant to the fulfilment of the Contract.
- 7.2 IT Relation must report from the time a Service is commissioned, or from the next full calendar month thereafter, as IT Relation as a general rule reports by calendar month, unless otherwise agreed in writing.
- 7.3 Services are documented only to the extent agreed, and guides, user manuals, etc. are provided only to the extent specified in the Contract.

7.4 Hardware and Software documentation is made available to the Customer only to the extent that the manufacturer has made it available to IT Relation, and without responsibility for IT Relation.

8. STATEMENT OF ASSURANCE

- 8.1 Once a year, IT Relation must arrange a general Statement of Assurance. The Statement of Assurance must be surrendered to the Customer on demand.
- 8.2 If the Statement of Assurance contains comments or other form of criticism related to IT Relation's fulfilment of its obligations under the Contract, IT Relation must rectify those conditions without undue delay. Simultaneous to delivery of the Statement of Assurance, IT Relation must deliver a comprehensive plan of action that outlines how the conditions in question will be rectified. The rectification must be approved in writing by the auditing firm that prepared the original Statement of Assurance with comments, unless this is not possible, for example, because the auditing firm in question is no longer in business, or the Parties have agreed to use another auditing firm. The approval must be surrendered to the Customer upon request.

9. SURRENDER OF DATA

9.1 Following the Customer's reasonable and written request, IT Relation must surrender a copy of the Customer's data, including log files and other data, that have been generated in connection with fulfilment of the Contract. In its request, the Customer must specify which parts of the Customer's data the Customer wishes to receive, on which media and in which data format the Customer wishes to receive the data and at what time. IT Relation must meet the Customer's request to a reasonable extent.

10. REMOTE CONNECTIONS

- 10.1 If Customer requests Services through a remote connection to Customer's IT-systems, Customer understands and agree, that by requesting such assistance, Customer will be providing a IT Relation consultant, or consultants from IT Relation's Subcontractors or , with access to and control of Customer's IT-systems as reasonably required to perform the requested work. The use of this remote session is in accordance with the following disclaimer:
- a) By accepting a remote session from IT Relation, Customer accepts full responsibility for any changes to the contents or system settings of Customer's IT-systems.
 - b) Customer will be responsible for ensuring to close any confidential files, including files including personal information, that employees may have been working on.
 - c) IT Relation recommends that employees remain by their desktop throughout the entire remote session to facilitate with the session.
 - d) To avoid any loss of data or inconvenience, ensure that a full backup of all data on employees' desktop and/or network file server is made prior to this service.
 - e) Customer acknowledges that there is no guarantee of security or privacy on the internet, and IT Relation offers no guarantee and provides no warranty (express or implied) that this service will be secure or private outside the security provided by using IT Relation's software setup.
- 10.2 Customer agrees to comply with all reasonable directions of IT Relation's consultants.
- 10.3 Customer acknowledged and agree that the remote session may be cut short, delayed, rescheduled and/or terminated as a result of matters outside of IT Relation's reasonable control.

CHAPTER IV: TERMINATION PHASE

11. GENERAL ON ASSISTANCE AT TERMINATION

- 11.1 Irrespective of the reason for partial or complete Contract termination, IT Relation must reasonably assist with the transfer of Services from IT Relation to the Customer or to a third party appointed by the Customer.
- 11.2 IT Relation will receive separate payment for its termination assistance. If IT Relation has terminated the Contract due to breach by the Customer, IT Relation may at its own discretion require collateral for payment or prepayment.

12. SURRENDER OF MATERIALS

- 12.1 Upon termination of the Contract and at Customer's written request, IT Relation shall provide relevant and necessary material to Customer or to a third party designated by Customer in order for Services to be taken over from IT Relation.
- 12.2 Delivered material may only be used by a new supplier to provide services to the Customer but not to provide services to the supplier's other customers. IT Relation may require a new supplier to sign a declaration to this effect.
- 12.3 IT Relation may make surrender to any third-party conditional on the third party signing a standard non-disclosure agreement, in which it is stated that the third-party respects that surrendered material is copyright protected and contains commercial secrets and may only be used in connection with future provision of services to the Customer.

13. SURRENDER AND DELETION OF CUSTOMER'S DATA AT TERMINATION

- 13.1 At the termination of the Contract, the Customer may demand that IT Relation surrender all the Customer's data, including all log files and other data generated in connection with fulfilment of the Contract.
- 13.2 Following termination of the Contract, IT Relation may not store copies of the Customer's data without the Customer's approval. The Customer must be notified with 5 Working Days' notice before IT Relation deletes copies of the Customer's data.
- 13.3 IT Relation's deletion of the Customer's data must comply with the rules of the personal data protection legislation on effective deletion of personal data. At the Customer's request, IT Relation must confirm in writing that all the Customer's data has been deleted in accordance with the personal data protection legislation.

CHAPTER V: PRICES AND PAYMENT TERMS

14. PRICES AND PAYMENT TERMS

- 14.1 All prices are listed in Danish kroner (DKK) and are exclusive of VAT and other duties, including, but not limited to, sales tax, interest and public taxes.
- 14.2 For new or altered revenue taxes, taxes, customs, contributions or comparable publicly imposed taxes and duties, prices must be adjusted in line with the net financial consequences to hold IT Relation indemnified.
- 14.3 If IT Relation has submitted offers based on prices obtained from third parties based on foreign currency, IT Relation reserves the right to change prices based on exchange rate changes during the period from offer, until final prices are known to third parties.
- 14.4 Unless otherwise agreed, the remuneration for Services, including consultancy assistance and the provision of data and material as well as assistance in handing over to Services to third parties, shall be determined, cf. 9-11, based on T/M. All travel and other expenses are invoiced based on actual travel time and expenses are reimbursed by the Customer. If IT Relation has given a price

suggestion or estimate for a specific assignment, this has been drawn up in accordance with good IT practice, while the price suggestion or estimate is not, however, binding. IT Relation must, without undue delay, notify the Customer if IT Relation discovers that the suggested price/estimate may be or will be exceeded. If the Customer chooses to halt the assignment on the basis of this, any result obligations IT Relation may have lapse, however, so that IT Relation must be reimbursed for already delivered or ongoing Services.

IT Relation must record time used in connection with provision of consultancy services that are invoiced according to T/M, and in each instance indicate the employee involved and the nature and scope of the work completed. Services provided on the basis of T/M are invoiced per half hour or part thereof.

- 14.5 IT Relation is entitled to invoice the payment when delivery has taken place or according to an agreed payment plan. However, for consultancy services on an hourly basis, IT Relation is entitled to invoice on a weekly basis, regardless of whether a task extends over a longer period of time. Expenses can be invoiced weekly.
- 14.6 Payment is made 30 days net. In case of late payment, IT Relation is entitled to interest in accordance with the interest rate rules on interest rates. In addition, IT Relation is entitled to charge reminder and collection fees.
- 14.7 Unless the Parties have agreed to "rectify first - clarify later", IT Relation, at payment default, bankruptcy or reconstruction, is entitled to suspend and withhold the delivery or parts thereof and/or by written notice to the Customer to cancel a Contract in whole or in part and claim compensation from the Customer for any losses suffered by IT Relation in this regard.
- 14.8 In the event that the Parties have agreed to "rectify first - clarify later", IT Relation may not withhold/suspend Customer's access to Services in the event of payment default, unless (a) IT Relation has reasonable cause to believe that the Customer is unable to meet its payment obligation (inability to pay), (b) IT Relations' outstanding due balance exceeds DKK 250,000, or (c) if the payment default has lasted more than 60 days, without the Customer having initiated arbitration pursuant to clause 31.5 below.
- 14.9 IT Relation may terminate the Contract if the Customer does not pay the agreed amount on time and provided the payment default has lasted more than 60 days.
- 14.10 If the payment is disputed, the temporary remedy for the non-payment can be remedied by the Customer depositing the disputed amount at his own expense. In that case, IT Relation cannot cancel the Contract due to payment default.

15. PRICE REGULATION

- 15.1 IT Relations hourly rates and fixed fees for Services are regulated annually with the percentage change in The implicit salary index for IT Relation's industry (IT and information services) as published by Danmarks Statistik, with a minimum of 2.0% and with effect from 1 January each year, and for the first time after the accession of an agreement a proportionate share corresponding to the term of the agreement in that calendar year and the calendar year (12 month). If the index referred to in this provision discontinues, the regulation must be based on an equivalent index.
- 15.2 In addition, the remuneration for Services may be adjusted monthly on the basis of changes in usage parameters.
- 15.3 Adjustment of remuneration for access to third-party Software is subject to the manufacturer's terms and can be regulated with immediate effect.
- 15.4 In addition to the above, IT Relation may, with immediate effect, require prices regulated if it is documented during the Contract period that IT Relations' external costs for the provision of agreed Services are increased, including in the form of additional costs for

Independent Subcontractors for licenses etc., which are used as part of the provision of agreed Services.

Subprocessors to process personal data requires the Customer's prior written consent.

CHAPTER VI: COLLABORATION ETC.

16. COLLABORATION

- 16.1 The Parties must, as agreed, loyal and reasonable, participate in the collaboration on the provision of Services.
- 16.2 The Parties must regularly and with short notice make commercial and technical decisions that are significant for performance of the Services and the collaboration generally. The Parties must each secure the required organisation structure for this, including that the collaboration gives direct access to the necessary authorisation and decision-making competence with a view to ensuring the required dialogue and progress.

17. EMPLOYEES, SUBCONTRACTORS AND OTHER PROVIDERS

- 17.1 The Parties' employees and any Subcontractors that take part in the provision of Services must all possess the competences and qualifications, including necessary and relevant training, knowledge and experience that are necessary to perform their roles in connection with provision and receipt of Services. Including the Customer's employees possessing the necessary familiarity with and understanding of use of the systems associated with the Services.
- 17.2 The Parties must ensure that the relevant and necessary capacity and knowledge, including in the form of sufficient and qualified employee resources at the relevant levels in the Parties' organisations, are maintained throughout the Contract period.
- 17.3 IT Relation must designate a key person who has a thoroughgoing knowledge of i) the requirements of the Contract, ii) the tools used and methods, iii) any special rules that regulate the Customer's enterprise, as indicated in detail by the Customer.
- 17.4 To the extent the Customer's maintenance, projects or implementation activities are performed by the Customer's other providers, the Customer must, at the request of IT Relation, assist in establishing contact directly between IT Relation and the Customer's other providers when relevant to IT Relations fulfilment of the Contract.
- 17.5 Services under this provision are calculated according to hours used and in line with the agreed hourly rates.
- 17.6 To the extent that IT Relation uses Subcontractors to provide Services, IT Relation is liable for Subcontractors' services in the same way as for its own Services.
- 17.7 IT Relation is, however, not responsible for non-fulfilment issues attributable to errors and deficiencies in deliveries from Independent Subcontractors, which are used to support Services, or which are otherwise included as an integral part of agreed Services. If failure to fulfil obligations under the Contract is due to defects and deficiencies in deliveries from Independent Subcontractors, IT Relation's responsibility is limited to reporting and following up on the case. As long as IT Relation carries out reasonable efforts to fulfil the above, the Customer may not claim default in such cases, however this is conditional on IT Relation having observed good IT practice in the establishment of the Service in question.
- 17.8 IT Relation must establish contracts, procedures and work processes that ensure observance of the Contract in IT Relation's use of Subprocessors, including Contract rules regarding confidentiality, audit access, surrender of data and information as well as audit assurance under the Contract.
- 17.9 If IT Relation's Subprocessors store or process the Customer's personal data on behalf of IT Relation, IT Relation guarantees that the sub-processor has assumed the same obligations to IT Relation that IT Relation has to the Customer under this Contract. Use of

18. CHANGES AFTER CONTRACT AGREEMENT

- 18.1 The Customer may only require changes to Services, including in relation to users etc., if the Customer submits a change request, which is approved by IT Relation. Scaling options can be pre-arranged.
- 18.2 If IT Relation demonstrates that the change request cannot be performed on major technical or functional grounds, IT Relation is not obliged to fulfil the change request.
- 18.3 IT Relation can require changes to Services if this is required by mandatory legislation or otherwise as a result of the Contract. IT Relation is further entitled to propose changes to the Services. IT Relation is entitled to make a request for change, which must be approved in writing by the Customer, upon request for a change of Services. Such approval must not be refused without reasonable and factual reasons.
- 18.4 IT Relation adjusts prices and other relevant terms in accordance with changes irrespective of their cause. Payment is determined on the basis of the costs incurred by the implementation of the changes in IT Relation and on the principle that IT Relations' total costs of the change are reasonably distributed among the affected Customers.

CHAPTER VII: GENERAL CONTRACT TERMS AND CONDITIONS

19. COMPLIANCE WITH LEGAL REQUIREMENTS ETC.

- 19.1 Services must comply with mandatory law during the Contract period. This does not however apply to legislation specific to the Customer or the Customer's industry unless the Parties have expressly agreed otherwise.
- 19.2 The Customer bears sole responsibility for ensuring that the Customer's specific use of the Services is legal, unless the Service in question is set up in such a way that a standard usage would contravene mandatory law.
- 19.3 IT Relation must inform the Customer about changes in mandatory law that necessitate changes to the Services. The Customer however is responsible for remaining up to date on changes to mandatory law that are specific to the Customer or the Customer's industry and notify IT Relation of these, unless the Parties have expressly agreed otherwise.
- 19.4 Changes to the Services necessitated by changes in mandatory law that are specific to the Customer or the Customer's industry are to be handled as a change request from the Customer.
- 19.5 Changes to Services necessitated by changes to the agreed auditing or security standards are to be handled as a Customer change.

20. DEFAULT BY IT RELATION

- 20.1 Unless otherwise specified in the Contract, the general rules of Danish law apply to a default by IT Relation and the Customer's associated remedies for breach of Contract. Irrespective of the reason for a delay or deficiency, IT Relation must immediately notify the Customer if IT Relation expects or knows that a delay or deficiency will arise or has arisen.
- 20.2 There is a delay when i) the agreed date for the Handover Day is exceeded or ii) another agreed delivery date in a Contract is exceeded.
- 20.3 A deficiency in Services exists when these do not fulfil the Contract requirements.

20.5 Remediation

20.5.1 For matters for which the Contract does not indicate specific deadlines, procedures or service level, IT Relation must with due regard to the matter's importance to the Customer's operations, remedy the cause of delay and deficiency in Services.

20.5.2 If the delay or deficiency is due to circumstances IT Relation has no responsibility for, IT Relation is entitled to require payment for its remediation assistance according to hours used in line with agreed hourly rates.

20.6 If a penalty has been agreed, the Customer may not claim proportional reduction for the same issue.

20.7 Compensation

20.7.1 The Customer may claim compensation in accordance with the general rules of Danish law with those limitations consequent on this Contract.

20.8 Termination

20.8.1 The Customer may only terminate the Contract if there is a material breach and conditional on the material breach not being remedied before expiration of a received written notice of at least 30 Working days. The notice must state in what the material breach consists and that failure to comply will result in termination of the Contract. If it is not possible to remedy the material breach within 30 Working days, the Customer may terminate without prior notice.

20.8.2 The Customer's termination takes effect at the time of termination (ex nunc), or from the time of termination where remediation within 30 Working days is not possible, if the termination occurs after the first Deployment Day and from the time of the Contract agreement (ex tunc) if the termination occurs before the first Deployment Day.

20.8.3 If termination occurs after the first Deployment Day, the Customer may thus not claim repayment of payments linked to the time period before termination.

20.9 Matters IT Relation is not responsible for

20.9.1 IT Relation is not responsible for delays and deficiencies in Services to the extent that the delay or deficiency is due to one of the following conditions:

Matters for which the Customer is responsible, including any defaults committed by Customer's subcontractors.

Deficiencies in the Customer's own Software, including third party Software or other systems at the Customer's disposal.

Force majeure.

Matters that IT Relation, pursuant to other parts of the Contract, is not responsible for.

21. DEFAULT BY CUSTOMER

21.1 Customer default means that the Customer does not contribute to fulfilment of the Contract as agreed. In addition to missing or late payment, cf. 13, the Customer is in default to the extent that the Customer does not assist IT Relation as agreed or otherwise fails to live up to its obligations as outlined in the Contract.

21.2 Unless otherwise specified in the Contract, the general rules of Danish law apply to default by the Customer and IT Relation's associated remedies for breach of contract.

21.3 Compensation

21.3.1 IT Relation may claim compensation for losses caused by Customer default in accordance with the general rules of Danish law.

21.3.2 IT Relation may claim compensation for hours used directly caused by the Customer's default, calculated on the basis of the hourly rates indicated in the Contract.

21.4 Termination

21.4.1 IT Relation may terminate the Contract if the Customer's failure to contribute to fulfilment of the Contract is by its nature a material breach of the overall Contract.

21.4.2 Termination may only take place if the default is not remedied following written notice of at least 30 Days.

21.4.3 To the extent that IT Relation has provided equipment to the Customer as part of the delivery of the agreed Services, the Customer acquires only a limited right of use hereof, and in the event of the termination of the Contract - for whatever reason - or the Customer's default, IT Relation will be entitled to pick up the equipment in question, in which connection the Customer is obliged to give IT Relation unrestricted access to the Customer's locations. The Customer is, moreover, obliged not to remove the marking on products that determine the IT Relation's ownership of the products.

22. LIMITATION OF LIABILITY

22.1 IT Relation is not responsible for indirect losses, consequential damages, damages caused by IT viruses, cybercrime or other forms of third party unjustified interference with the Customer or IT Relation's IT systems, operating losses, loss of goodwill, internal time spent by the Customer, loss of data and costs for their re-establishment as well as loss of profits and other business losses or additional costs. Loss of data and costs for their re-establishment are classified as indirect losses, cf. however, 21.4.

22.2 IT Relations responsibility further does not cover (i) integration problems or derived errors in other parts of the Customer's IT environment, unless this is addressed in a Contract, (ii) errors detected by Customer's use of the delivered in connection with other accessories/other Software, which directly or indirectly affects the functioning of the delivered, (iii) errors arising from changes or interventions in the delivered that have not occurred in accordance with IT Relations' written instructions and acceptance, (iv) errors arising from the Customer's failure to provide training, as a result of its use in a manner other than as prescribed in the documentation provided or good IT practice, or as a result of negligence on the part of the Customer, its staff or third parties, and (v) failure to meet needs or desires for functionality not expressly and unambiguously described in a Contract.

22.3 The Customer's total claim for proportional reduction, compensation and any penalty is, for a continuous 12-month period, limited to 30% of the amount IT Relation has received in the preceding 12 months according to a Contract, however a maximum of DKK 1,000,000 cumulated during the term of the Contract. If a 12-month period has not passed, the limitation of liability is calculated as an average of the amounts received in the months that have passed, multiplied by 12. This limitation of liability does not apply for damages caused by wilful or gross negligence.

22.4 The Customer's reasonable expenses for the recovery or reconstruction of lost or corrupted data are considered to be direct losses if loss or distortion of data is caused by circumstances for which IT Relation is responsible. This does not however apply if the Customer has opted out of backup or the suitability of the backup (readable data) is not verified by the Customer within 20 Working Days after the Customer has been granted access to the backup.

22.5 In relation to IT Relation's assistance to the Customer in connection with administration or assumption of agreements with any third party, for the sake of clarity it is emphasized, that IT Relation assumes no liability related to the fulfilment of these.

23. FORCE MAJEURE

23.1 None of the Parties are liable for non-fulfilment of their obligations if this is due to circumstances beyond the Parties' control, and which at the time of signing the Contract the Parties should not have taken into account when entering into the Contract.

24. INSURANCE

24.1 IT Relation must take out general liability insurance with a reasonable and standard coverage for IT Relation's industry in relation to Services, including for any product liability that IT Relation may have under the general rules of Danish Law.

24.2 The insurance must have a coverage sum of minimum DKK 5,000,000 per damage incident and maximal coverage of DKK 30,000,000 per annum.

25. RIGHTS AND RESPONSIBILITY OF SOFTWARE AND ONLINE SERVICES

25.1 Both Parties retain any intellectual property rights that they had at the time of agreeing the Contract.

25.2 Rights to Software, including third-party Software and online Services

25.2.1 With effect from the signing of the Contract, each Party grants the other Party a time-limited, non-exclusive and non-transferable right of use of the Software that the Party entrusts or makes available to the other Party in the provision of Services.

25.2.2 The right of use only covers the Customer's internal use and for IT Relation only use that is necessary to fulfil the Contract. The right of use ceases upon termination of the Contract.

25.2.3 Rights of use may be further described in the Contract, including through the indication of links to licensing terms and update conditions for third-party Software, or be otherwise stated as an integrated digital copy in the Software. If the manufacturer's terms are not described in the Contract, IT Relation will send these to the Customer upon request. However, the Customer is bound by the manufacturer's terms and conditions for the Software at all times, whether or not these are described in the Contract.

25.2.4 Service provided by Independent Subcontractor may include Services in the form of operations and program maintenance. In that case, these services are covered by 25.3.

25.3 Responsibility for service from Independent Subcontractor

25.3.1 Regardless of whether services from Independent Subcontractor is made available as an on-premise license or online (as a cloud solution or hosted solution) and as an integral part of the agreed Services, IT Relation assumes only the role of intermediary regarding this service and in that case the service is made available to the Customer on the terms of the manufacturer for this service. Thus, IT Relation assumes no responsibility for the availability or functionality of this Software.

25.3.2 IT Relations' liability for deficiencies in such Software is limited to receipt of Customer's error reporting, instructions to Customer about IT Relation's known options for circumventing the error so that operation is minimized as much as possible, and reporting the error to the manufacturer or his local representative without undue delay.

25.3.3 It has been expressly pointed out to the Customer that the use of cloud solutions or hosted Software solutions is subject to separate terms from the manufacturer/supplier and it is the responsibility of the Customer to read and understand the contents of such terms, including continually orienting themselves to changes in these terms.

25.3.4 IT Relation can at any time change Independent Subcontractor.

25.3.5 The Customer further accepts that services from Independent Subcontractors are continuously developed and adapted on the basis of technological development, market demand etc.

25.4 Infringement of third-party rights

25.4.1 The Parties each have a responsibility for ensuring they have the necessary rights to use third-party Software or to make the Software in question available for the other Party as provided for in the Contract.

25.4.2 If a third-party lodges a claim against a Party with an assertion of infringement of rights as a consequence of the Party's use or provision of the Software under the Contract, that Party must give written notification to the other Party, if the other Party has used or had the Software in question made available. The Party that has or should have acquired the rights to the Software in question will then assume the case and all costs associated herewith and is obliged to indemnify the other Party in all respects for any direct losses in connection with the case, including expenses for advisers, case costs, compensation and any repayment that may be awarded to a litigant.

25.5 Rights to results of consultancy, documentation, etc.

25.5.1 IT Relation retains all intellectual property rights to its documentation, tools and methods prepared for or made available to the Customer as a basis for performance or usage of the Services under the Contract.

25.5.2 The Customer acquires a right to internal usage of any description and documentation of the Customer's own systems and business processes that IT Relation has drawn up under the Contract. The Customer thus has unlimited right to use, change, transfer, versioning of such reports, specifications, recommendations, diagrams and other customer-specific descriptions of Customer's systems and business processes that may be drafted under the Contract. The right of use also applies after termination of the Contract, while the right of use is however limited to use in connection with the Customer's or third party's performance of the services covered by the Contract.

25.5.3 If the Customer does not have access to IT Relation's operations documentation or only has limited access to this, the Customer may on request require this to be provided in a copy in a generally recognised readable format on a common medium. The Customer has a time-unlimited, non-transferable internal right to use operations documentation. The Customer may give a third-party access to any operations documentation that is necessary for the third party in question to assume the provision of equivalent services.

IT Relation may make surrender to any third-party conditional on the third party signing a standard non-disclosure agreement, in which it is stated that the third-party respects that the surrendered material is copyright protected and contains commercial secrets and may only be used in connection with future provision of services to the Customer.

25.5.5 IT Relation may freely apply the general knowledge and knowhow acquired during the work for the Customer, which does not however include customer-specific matters.

25.6 Licensing

25.6.1 The Customer is responsible for ensuring that it is properly licensed at all times.

25.6.2 The Customer understands that under license terms applicable to Software made available under the Contract, there may be terms that grant IT Relation and/or Independent Subcontractors the right to audit with the Customer.

26. RIGHTS TO DATA

26.1 Rights to data

26.1.1 The Customer has all rights over data which the Customer provides for IT Relation, and which is stored, processed and generated as part of the provision of Services. IT Relation may not use the Customer's data for other purposes than fulfilment of the Contract.

26.2 No right of retention

26.2.1 IT Relation may not retain any Customer data that IT Relation comes into possession of as part of the fulfilment of the Contract. This also applies even though the Customer defaults on its obligations under the Contract or if another form of dispute or disagreement arises between the Parties.

27. PROCESSING PERSONAL DATA

27.1 To the extent IT Relation assumes the role of data processor under the Contract, the Customer is data controller with respect to the personal data that is processed in the Customer's IT systems while IT Relation is data processor for the Customer and thereby subject to the powers to exercise control of the Customer.

27.2 IT Relation must take the necessary technical and organisational security measures against personal data being accidentally or unlawfully destroyed, lost or impaired and against such personal data being disclosed to unauthorised persons, being abused or being otherwise processed in contravention of the Danish Act on Processing of Personal Data and any other legislation that regulates the processing of personal data.

27.3 At the request of the Customer, IT Relation must provide the Customer with sufficient information and give the Customer sufficient access to control for the Customer to be able to verify the observance by IT Relation of the requirements of security measures of the Contract.

27.4 IT Relation must not transfer personal data to countries outside the EU without the Customer's prior written consent, always provided that such consent must not be denied without objective justification.

27.5 The requirements for IT Relation's processing of personal data and the Parties' relationship in relation to this are further regulated in a separate data processing agreement.

28. CONFIDENTIALITY

28.1 Confidentiality requirements

28.1.1 The Parties, their employees and the Subprocessors of IT Relation must generally observe secrecy to the usual extent with regard to information concerning the affairs of each other and others with which they are acquainted through the fulfilment of the Contract and which is not and will not become known to the general public ("Confidential Information"). Neither of the Parties may use or disclose such information unless as part of the fulfilment of the Contract and in accordance with this provision.

28.2 Confidentiality exceptions

28.2.1 IT Relation may disclose Confidential Information to its Subprocessors to the extent that disclosure is necessary for the Subprocessor's assistance with fulfilment of the Contract. IT Relation must impose on its Subprocessors an equivalent written non-disclosure obligation as that to which IT Relation is subject under this Contract.

28.2.2 The Parties may disclose Confidential Information to the extent demanded by law, a court ruling from the courts or an injunction from public authority or administrative tribunal.

28.2.3 The duty of confidentiality remains in effect after Contract termination, regardless of the grounds for termination.

28.3 IT Relation's references and publication

28.3.1 IT Relation may include the Customer on its list of references unless the Customer specifically declines this. Beyond this, IT Relation may not use the Customer's name for marketing purposes, unless the Customer gives written consent to this.

28.4 The Parties are not entitled to release information on matters concerning the current Contract to the press without the other Party's prior written approval, unless this is wholly a question of previously publicised matters.

29. TRANSFER

29.1 A Party may, with the other Party's written consent, transfer its rights and duties under the Contract to a third party. Consent may only be refused if the non-transferring Party presents reasoned objections of a financial or other nature.

30. COMING INTO FORCE, DURATION AND TERMINATION

30.1 The Contract is signed for an agreed period, "Binding Period".

30.2 On the date of expiration of the Binding Period, either Party may terminate the Contract upon 6 months' notice. If the Parties choose not to exercise notice of termination, the Contract will automatically be renewed for a period of 12 months at a time, unless one of the Parties in writing, and with a notice of at least 6 months prior to the expiry of a Contract period, terminates the Contract.

30.3 If an existing Contract is re-signed, the Binding Period will be counted from the time the re-signed Contract enters into force.

31. INTERPRETATION

31.1 In the event of mutual dispute, the following order of precedence applies: (i) the Contract takes precedence over the appendices, (ii) chapter 2 (Definitions) in this appendix takes precedence over other appendices, and (iii) appendices take precedence over sub-appendices to the specific appendix.

31.2 Referral to the Contract or to a stipulation contained therein also encompasses the Contract appendices, in particular the appendices that have relevance for the stipulation in question. Referral to an appendix also encompasses any sub-appendices to that appendix.

33. DISPUTES

- 33.1 The Contract is subject to Danish Law, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 33.2 Disputes between the Parties must be resolved first by the Parties daily operations responsible, and then, if unsuccessful, the dispute must escalate to a higher level in the Parties' organizations.
- 33.3 If the dispute is not resolved within 5 Working days after the escalation, either Party may demand dispute resolution pursuant to the Danish Institute of Arbitration's "Rules regarding Legal/Technical opinions in IT cases" and the process described therein.
- 33.4 If neither Party wishes to avail of the option for dispute resolution by specialist technical and/or legal expert, resolution of the dispute may be sought at the instigation of either Party through mediation led by a mediator designated by the Parties. If the Parties have not

reached agreement on the choice of mediator within 10 Working days after one Party has expressed a wish for mediation, either Party may make an application to Danish IT Attorneys (DITA) to appoint a mediator. Mediation is carried out in accordance with DITA's mediation procedure.

33.5 Arbitration

33.5.1 Any dispute that may arise in connection with the Contract, including disputes related to the Contract's existence or validity, must be resolved by Simplified Arbitration at the Danish Institute of Arbitration pursuant to the rules adopted by the Danish Institute of Arbitration for this which are applicable at the start of the arbitration case.

33.5.2 The venue for arbitration is the municipality where IT Relation has its home jurisdiction.