FLEXYBOX

GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

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

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

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

2. AGREEMENT BY ORDERS

2.1. The Services may be agreed pursuant to a separate order, service agreement, work order, statement of work, e-mail or similar specifying the Services, the scope, price and/or special conditions applicable to the Services to be provided (an "Order"). The provisions of an Order prevail in the event of conflict with the provisions of the Agreement, the General Terms or the Service Terms.

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

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

3. THE SERVICES

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

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

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

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

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

4. THE PARTIES' COOPERATION

4.1. The Parties must in good faith contribute to the performance of the Agreement in a flexible and cooperative manner necessary for the timely delivery of the Services. Each Party must ensure that the necessary organisational structure to do so is in place. The Parties must ensure that their representatives have the necessary authority and decision-making competence.

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

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

4.4. To the extent necessary for Supplier's delivery of the Services, Customer must obtain the necessary approvals, licences, authorizations, consents and permits to enable Supplier to: (a) access Customer sites and Customer personnel, and (b) use, access, maintain and modify software, hardware and other materials provided or made available by Customer.

4.5. Customer must minimise the risk of loss or damage to Customer's IT systems and data before Supplier is given access hereto. This includes performing sufficient backup of data and ensure that Supplier is made aware in writing of any safety regulations or other guidelines that apply to the access to Customer's IT systems.

5. TIME SCHEDULE AND DELIVERY

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

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

6. CHANGES

6.1. Changes to the Agreement, including the Services, must be in writing (e.g. digitally or via a platform provided by Supplier) and are subject to agreement by the Parties.

6.2. Reasonable time and materials spent by Supplier, at the request of Customer, in the preparation of changes are payable by Customer.

6.3. To the extent changes in laws, regulations and Customer policies impact the delivery of the Services, the impact on the Services is handled as a change.

6.4. Supplier may adjust and amend the General Terms and the Service Terms with 14 days prior written notice.

7. USE OF SUB-SUPPLIERS

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

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

8. THIRD PARTY SERVICES

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

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

8.3. Notwithstanding anything to the contrary, Supplier assumes no liability of any kind for any Third Party Services, including concerning availability, functionality, updates, modifications or defects; Third Party Services are delivered strictly "as is". Supplier's sole responsibility is to forward any defect report received by Customer to the third party or distributor hereof.

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

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

8.6. This clause 8 applies to any third party Service, whether integrated in the Services or made available to Customer as a standalone Service, etc.

9. PRICES AND PAYMENT

9.1. The Services will be delivered against payment as set out in the Agreement. For any Services for which payment is not set out in the Agreement, the Services will be provided

against payment on a time and material basis in accordance with the actual number of hours and materials spent in the delivery hereof and in accordance with Supplier's price list in force at any time.

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

9.3. Customer is responsible for all third party charges for installation, shipping, handling and insurance. In accordance with Supplier's instruction Customer must either pay such amounts directly to the third party or reimburse Supplier to the extent Supplier so pays.

9.4. The terms of payment are the 1st of the month following the invoice date.

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

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

9.7. Taxes/duties are not to be deducted from the payments to Supplier, except as required by law, in which case Customer will increase the amount payable as necessary so that after making all required deductions and withholdings, Supplier receives and retains (free from any tax liability) an amount equal to the amount it would have received if no deductions or withholdings had been made.

9.8. Interest on overdue payments accrue in accordance with applicable law.

9.9. Supplier may automatically adjust the agreed charges annually by 3%

9.10. Changes due to external circumstances, including in relation to currency rates, utilities, charges for insurance and carriage, change in prices for Third Party Services etc. permits Supplier to further adjust its charges by the net impact of the changes without prior notice.

9.11. Set-off against any payments invoiced by Supplier is not permitted.

10. BREACH AND REMEDIES

10.1. General

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

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

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

10.1.4. Supplier's liability for breach, including for defects and delay, expires no later than 10 weeks after the time of delivery of the Services in question.

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

10.2. Defects

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

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

10.3. Delay

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

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

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

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

10.4. **Corrective measures**

10.4.1. When a Party is notified of its breach, or itself becomes aware hereof, the Party is entitled and obligated to remedy the breach without undue delay. Unless specific service levels have been agreed in the Agreement, Supplier expressly does not guarantee any binding resolution times, i.e., periods of time until a defect is remedied.

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

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

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

10.5. **Compensation**

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

10.5.2. No Party may claim proportionate reductions.

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

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

10.6. **Limitation of liability**

10.6.1. A Party is not liable for any indirect, or consequential damages, including Customer's lost profits or revenues, anticipated revenues, operating loss, loss of goodwill, business interruption, diminished business value or loss of data (except for direct recovery costs for data for which the liable Party has a backup responsibility). However, cover purchases, Supplier's lost profits or revenues under the Agreement, increased resource spend by Supplier or payment for surplus resources which cannot be reallocated, are deemed a direct loss.

10.6.2. Each Party's aggregate liability in respect of all matters arising out of or in connection with the Agreement during any 12 months period, whether based on contract, indemnity, statute, equity, art. 82 of the General Data Protection Regulation or otherwise, is limited to an amount corresponding to 100 % of the payments received by Supplier under the Agreement for the same period.

10.6.3. The Parties are each responsible and liable for claims from data subjects in accordance with Article 82 of the General Data Protection Regulation and clause 26 of the Danish Liability for Damages Act (in Danish "erstatningsansvarsloven"). The limitations of liability in these Terms and in the agreement apply to claims between Customer and Supplier as a result of claims from data subjects. Customers claims against Supplier cannot exceed the amount in the limitation of liability, and Customer must indemnify Supplier for any claims from data subjects against Supplier exceeding such amount.

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

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

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

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

11. INTELLECTUAL PROPERTY RIGHTS

11.1. Supplier is the owner and author of all intellectual property rights in and to the Services (including any intellectual property

rights created jointly with Customer) and the results thereof.

11.2. Upon payment for the Services, Supplier grants Customer a perpetual, transferable, non-exclusive, licence to the Services, and the results thereof, created specifically for Customer, including documentation, data, customizations, integrations, and custom software. The licence is unlimited in all respects, including in relation to time, territory, configuration, form, design, method and medium. The licence includes any and all rights available to the owner and author, known or unknown, including the right to use, alter, develop, maintain, sublicence, distribute and assign the Services and results in any configuration, form, design, method and medium in Customer's sole discretion.

11.3. From the date of the Agreement, Customer grants Supplier a time-limited, non-exclusive and non-transferable right to use any services (including software) or other materials made available by Customer to Supplier from time to time as part of the performance of the Agreement. The permitted use only includes the use required for the performance of the Services and will automatically expire upon termination or expiry of the Agreement.

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

12. TERMINATION

12.1. **Termination for Convenience**

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

12.1.2. The Agreement may be terminated for convenience to the extent set out in the Agreement.

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

a) the charges accrued until the date when termination for convenience is made;

b) for Services delivered in the termination period;

c) idle time for resources allocated which reasonably cannot be reallocated until expiration of the termination notice, and

d) other reasonable and unavoidable costs incurred.

12.1.4. Any costs must be reasonably mitigated by Supplier.

12.2. **Termination for cause**

12.2.1. Each Party may terminate the Agreement immediately for cause:

a) if the other Party commits a material breach of the Agreement, and the material breach has not been remedied within 30 working days of receipt of a written notice from the non-breaching Party to do so;

b) if the other Party is responsible for a material breach of the Agreement which is not capable of remedy; or

c) in the event of bankruptcy of the other Party, subject to the right of the bankruptcy estate to enter the Agreement to the extent permitted under the Danish Insolvency Act or similar applicable law.

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

12.3. **Effects of termination**

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

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

13. FORCE MAJEURE

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

13.2. Force majeure events include acts of God, war, mobilization, breakdown of telecommunication/Customer's infrastructure that are not provided by Supplier, external security events (e.g. hacker attacks, attack by computer viruses or other third-Party destructive behaviour) and similar conditions (if the event is not the result of Supplier's

breach, including non-compliance with agreed security requirements under the Agreement), health and safety restrictions and recommendations issued by public authorities, pandemics, epidemics, natural disaster, strikes, lock-out, fire, damages to production plant, import and export regulations and other unforeseeable circumstances beyond the control of the Party concerned.

14. DATA AND SECURITY

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

14.2. Customer is responsible for ensuring proper backup of Customer's data unless explicitly agreed.

14.3. Customer is responsible for the accuracy and integrity of any data processed by Supplier when utilising the Services; and Customer's transfer, migration and/or conversion of Customer's data to or from the Services.

14.4. Customer accepts that Customer cannot require Supplier's employees to personally agree to the terms of Customer's IT security policy.

15. CUSTOMER'S PERSONAL DATA

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

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

15.3. Supplier may anonymise and use for its own purposes any data received, generated, or processed as part of the Services. Supplier holds any and all rights to the anonymised data, including intellectual property rights.

16. CONFIDENTIALITY

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

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

16.3. The confidentiality obligations do not cover:

a) information known or which becomes known to the receiving Party without obligation of confidentiality;

b) information which is independently developed by the receiving Party;

c) information which is known to the general public.

16.4. Personal information subject to privacy laws is *not per se* confidential information.

17. ASSIGNMENT

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

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

18. VALIDITY AND SEVERABILITY

18.1. If a provision in the Agreement is considered illegal, invalid or unenforceable, such provision will be enforced to the maximum extent possible under applicable law, and such provision will not affect the legality or the validity of any other provisions.

19. GOVERNING LAW AND DISPUTES

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

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

FLEXYBOX

SERVICE TERMS AND CONDITION

Software

1. INTRODUCTION

1.1. These Service Terms constitute an integral part of the Agreement and apply to Services in the form of provision of licensing of software (the "Software"), excluding software-as-a-service.

1.2. These Service Terms apply only to the extent that the Services are not subject to separate licence terms, in which case such separate licence terms apply to the Services in lieu of these Service Terms in their entirety.

2. THE SERVICES

2.1. The Software, including data included in the Software, is a standard software product.

2.2. Provided that Customer pays the charges, Customer is granted a time-limited, non-exclusive, non-transferable right to use the Software, including any upgrades, updates, versions, releases, maintenances, development services, etc. provided by Supplier during the licence term specified in the Agreement.

2.3. Only Customer is entitled to use the Software. Customer can only use the Software for own purposes.

2.4. Customer can allow any affiliated company to use the Software for such company's own purposes on the same terms as Customer, including terms regarding acquisition of the required licences. Customer will remain directly liable for any use of the Software and for compliance with the terms relating thereto, including for Customer's affiliated companies.

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

a) Break or circumvent any technical limitations;

b) Reverse engineer, decompile or disassemble the Software or use any other methods to gain access to source code of the Software or any trade secrets embodied in the Software;

c) Modify or change the Software or the object code;

d) Allow a third party to perform changes or maintenance to the Software on behalf of Customer;

e) Make the Software or the functionality of the Software available to any third party through any means (e.g., through a network or hosting service);

f) Publish or enable others to copy or access the Software;

g) Sell, rent, lease or lend the Software;

h) Use the Software for commercial software hosting services;

i) Use the Software to support the business of a third party or to operate a bureau service;

j) amend or remove any labels and/or notices regarding copyright, trademarks or other rights, or any references thereto, included in the Software or the medium on which the Software has been delivered.

2.6. Notwithstanding the forgoing, Customer may make the Software available to a third party operating the Software on behalf of or for the benefit of Customer (e.g., a hosting service provider or outsourcing service provider). Supplier may require such third party to enter into a separate declaration concerning the rights to the Software.

2.7. The source code of the Software is considered and must be treated as confidential information.

2.8. If Customer receives a copy of the Software, Customer is only entitled to receive this in object code. Customer receives no rights to the source code for the Software.

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

3. LICENCE METRICS

3.1. The licence is granted pursuant to the licence metrics specified in the Agreement, including the restrictions specified therein.

3.2. Customer must ensure to have the appropriate number of licences needed for Customer's actual use at all times regardless of any organisational ties, including in terms of employment and affiliation.

4. UPDATES AND AMENDMENTS

4.1. Supplier may at its own discretion and at any time decide to let the Software undergo upgrades, updates, releases, maintenances, development services and amendments in general, including by adding new versions, updates and amending functions provided that such replacement does not have a material adverse effect on the Software as a whole. Such upgrades and amendments may require planned downtime and may take place without any notice.

4.2. Access to upgrades, updates, versions, releases, maintenances, development services and amendments in general may be subject to entering into a separate agreement in this regard.

5. PRICES AND PAYMENT

5.1. Customer's use of the Software is conditional upon Customer's payment of the charges specified in the Agreement.

5.2. The terms of invoicing and payment of the charges are specified in the Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Customer acknowledges that Supplier (or its licensors) owns all copyright and intellectual property rights or industrial property rights in and to the Software, including, but not limited to, the Software code. This also applies to any amendments, adjustments, upgrades etc. of the Software. Customer must respect such intellectual rights, and Customer is liable for any breach of such rights, including a third party's unauthorised access to the Software.

7. WARRANTIES

7.1. The Software is licensed "as-is" meaning that the Software is provided in whatever condition it exists presently.

7.2. Supplier explicitly waives any warranties regarding marketability and suitability for a specific purpose.

8. AUDIT AND INFORMATION

8.1. Supplier is at any time and without prior notice entitled to verify Customer's compliance with the Agreement. Such verification may be in the form of electronic access to the Software and any records therein. Customer must provide reasonable assistance to Supplier with these verification tasks.

8.2. Without prejudice to any other remedies for breach which Supplier may have at its disposal, and in case Customer has not been licenced correctly, Supplier is entitled to claim payment of the additional charges for the period when Customer has not been licenced correctly.

8.3. Neither of the Parties are liable for the other Party's costs related to this clause 8. Regardless of the above, Customer is liable for any costs paid by Supplier if an audit reveals any non-compliance with the Service Terms on the part of Customer.

9. SYSTEM REQUIREMENTS

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

10. EFFECT OF TERMINATION

10.1. Upon termination of the Agreement, regardless of the reason, Customer must immediately refrain from any use of and delete all copies of the Software and remove them from Customer's systems.

FLEXYBOX

SERVICE TERMS AND CONDITIONS

Professional Services

1. INTRODUCTION

1.1. These Service Terms constitute an integral part of the Agreement and apply to Services in the form of delivery of professional services, including services within consulting, training, integration, applications development, project management, implementation, scripting, data transfer and documentation as well as the results and deliveries provided as a part thereof.

2. THE SERVICES

2.1. Unless expressly set out in the Agreement, all Services are provided as professional performance services meaning that Supplier provides a work effort but does not warrant a specific functionality or result (in Danish: "Indsatsforpligtelse").

2.2. To the extent expressly set out in the Agreement, Services may be provided with an obligation to achieve a specified result meaning that Supplier must provide a specific functionality or result (in Danish: "Resultatforpligtelse").

2.3. Supplier has the initiative for the performance of the Services in accordance with the time schedule set out in the Agreement.

2.4. Supplier may fulfil any specification through the provision of standard functionality.

3. TIME SCHEDULE AND DELIVERY

3.1. Supplier will use commercially reasonable efforts to perform the Services in accordance with any time schedule set out in in the Agreement. Any time schedule in the Agreement is intended for planning and estimating purposes only and is not intended as a "time of the essence" provision.

3.2. Unless a specific acceptance testing-, or delivery process is set out in the Agreement, time of delivery will occur continuously as Supplier performs the Services.

3.3. If a specific acceptance testing- or a delivery process is set out in the Agreement, the time of delivery will occur at the earliest of either (a) when the acceptance testing, or specific delivery process, has been approved/completed or (b) when Customer starts using the Services or puts the Services into production use.

3.4. If a Party's postponement of a deadline entails additional costs for the non-postponing Party, including reasonable costs associated with the re-allocation of the Services, the postponing part must compensate the non-postponing Party for such costs.

4. TESTING AND APPROVAL

4.1. Formalised testing, such as an acceptance test, will be performed to the extent set out in the Agreement and in accordance with the time schedule set out therein.

4.2. Customer must provide "dummy data" for testing the Services; no live data or personal data are used for this purpose.

4.3. Customer must prepare and conduct the acceptance test.

4.4. The purpose of the acceptance test is to determine if the Services meet the specifications in the Agreement.

4.5. The acceptance test must be carried out in accordance with the test plan and the scope of the acceptance test as set out in the Agreement. If the Agreement does not state any specific test plan or scope, the test plan or scope must be mutually agreed between the Parties prior starting the acceptance test.

4.6. The test plan and scope of the acceptance test must be defined using a risk-based approach, by which only material aspects of the Services and specifications are tested.

4.7. Approval is based on the agreed test plan and scope only; any testing outside hereof, e.g., testing outside of the agreed scripts or user

cases, does not impact the approval of the acceptance test.

4.8. Customer must during the acceptance test report and classify all non-conformities without delay and provide documentation for such non-conformities.

4.9. The acceptance test is deemed approved unless Customer in writing rejects the approval of the acceptance test and provides documentation for the basis hereof within 10 working days after completion of the acceptance test.

4.10. Customer may only reject approval of the acceptance test if reproducible non-conformities are documented, deviate from the agreed specifications, and materially prevents Customer from putting the Services into commercial operation.

4.11. If the acceptance test is rejected in accordance with the Agreement, Supplier may remedy the defects preventing acceptance and submit the Services for renewed acceptance testing until the acceptance test is approved or the Agreement terminated.

5. PERSONNEL

5.1. Supplier must use qualified resources for the performance of the Services.

5.2. The Parties must seek to ensure continuity in the resources used. However, if necessary, the Parties may replace resources, including named resources allocated to the Agreement, with other corresponding resources.

5.3. The Parties may not replace key resources designated as such in the Agreement, unless required due to personal matters such as termination of employment, illness, etc. or due to general organisational changes.

5.4. A Party must notify the other Party if a named resource is no longer available. In such case, the Party must provide a replacement resource of equivalent capability.

6. PRICES AND PAYMENT

6.1. Time and material

6.1.1. Services delivered under the price model time and material are invoiced based on the actual number of hours and materials spent in delivering the Services. To the extent hourly rates are set out in the Agreement, they are used in the calculation.

6.1.2. Only actual and effective time spent may be invoiced excluding e.g., lunch breaks, longer breaks, social events, internal training.

6.1.3. Supplier must provide a price estimate if requested by Customer. If there is a risk or potential risk that an estimate may or will be exceeded, Supplier must notify Customer without undue delay. The Parties must in good faith agree on the necessary adjustments. If an estimate is exceeded, Supplier may continue to provide the Services against payment of the charges exceeding the fee estimate unless a change has been agreed.

6.1.4. Supplier must keep account of the time spent, specifying in each instance the relevant resource and the extent and nature of the work performed.

6.2. Fixed fee

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

6.3. Other expenses

6.3.1. Supplier delivers the Services within normal business hours, 8-16, on Monday to Friday, excluding public holidays in Supplier's jurisdiction. If Customer specifically instructs Supplier to deliver the Services outside of normal business hours, Supplier may charge Customer an overtime premium per hours of 150 % regardless of the price model.

6.3.2. Costs, expenses, and outlays (e.g., food and accommodation expenses) are invoiced in addition to the charges for the Services regardless of the price model. Extraordinary expenses must be approved by Customer in advance.

6.3.3. Mileage is invoiced in addition to the charges for the Services regardless of the price model and is calculated in accordance with the prevailing official tax mileage reimbursement rate per kilometre driven (in Danish: 'Statens takster for kilometergodtgørelse'). Mileage does not include bridge toll or tickets to public transportation which are invoiced separately as expenses. Supplier must reasonably reduce transport costs.

FLEXYBOX

SERVICE TERMS AND CONDITION

Hosting services

1. INTRODUCTION

1.1. These Service Terms constitute an integral part of the Agreement and apply to Services in the form of hosting services such as hosting of Customer's platforms and infrastructure but excluding software-as-a-service.

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

2. THE SERVICES

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

2.2. However, and notwithstanding anything to the contrary, the Services are provided "as is" without any warranty of any kind. Supplier will use commercially reasonable efforts to correct any incidents, but expressly disclaims any legal obligations to do so.

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

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

3. TIME SCHEDULE AND DELIVERY

3.1. The Services will be delivered from the agreed time of delivery.

3.2. If a transition period or project has been agreed to facilitate the takeover of any activities, software, hardware etc. or other preparatory work enabling Supplier to provide the Services from the agreed time of delivery, Supplier will provide the transition services as separate Services and as set out in the Agreement.

3.3. The Services are provided as a recurring Service for the term (including any renewal term) set out in the Agreement. If the Services are provided on a renewal or subscription basis, Customer acknowledges that continued provision of the Services is conditional on Customer's timely periodic payment of renewal or subscription charges set out in the Agreement.

4. CHANGES

4.1. The Services may at the sole discretion of Supplier be subject to changes from time to time, including by addition or removal of features provided that such replacement does not have a material adverse effect on the Services as a whole. The changes may occur without notice.

4.2. If the Services are delivered using Supplier's software or hardware, Supplier may replace or upgrade the software or hardware without Customer's prior consent.

5. LIMITATION OF LIABILITY

5.1. If service credits have been agreed in relation to Supplier's non-compliance with service levels, Customer may not claim other damages or compensation for such non-compliance unless an incident is caused by Supplier's gross negligence or wilful misconduct.

6. RESTRICTED ACCESS

6.1. If the provision of the Services or Customer's use hereof at any time poses a risk of more than insignificant damage (of any kind) to Supplier or any other Party, Supplier may block or restrict access to the Services in whole or in part. Supplier must inform Customer without undue delay if access to the Services is restricted.

7. TERMINATION ASSISTANCE

7.1. Supplier must contribute to the transition of the Services from Supplier to Customer or a

third party designated by Customer in a loyal and responsible manner pursuant to reasonable request from Customer.

7.2. The provision of termination assistance in relation to any third party is subject to the third party entering into a confidentiality agreement with Supplier on terms and conditions no less strict than those set out in the Agreement.

7.3. The provision of termination assistance may be requested to be provided from the date of notice of termination (for any reason) and up to three months following the effective date of the termination.

7.4. Termination assistance is delivered as separate services subject to agreement with Customer. Termination assistance is delivered against payment on a time and material basis in accordance with the actual number of hours and materials spent in delivering the termination assistance and calculated in accordance with Supplier's generally applicable price list from time to time.