

§ 1 Application

These terms and conditions apply to all of Supplier's deliveries, e.g., delivery of solutions, software, services and equipment, regardless of whether the delivery is to be installed or operated by Customer, by Supplier or by a third party.

These terms and conditions apply in addition to any other agreed terms in Agreement concluded between Supplier and Customer.

§ 2 Rights

Supplier or Supplier's sub-suppliers are the owner of and retain the ownership and all intangible rights to solutions, products, software, interfaces and code that have been developed, or will be developed by Supplier or Supplier's sub-suppliers. The same applies to business concepts, methods, know-how and the like as well as written material, including documentation, training material and reports, which have been prepared or will be prepared by Supplier or Supplier's subcontractors. Customer only obtains the right to use this if and to the extent that this is specifically stated in the parties' Agreement.

Supplier is entitled to use, free of charge and without restrictions, the general knowledge that Supplier may obtain in connection with the fulfilment of Agreement in other contexts.

§ 3 Reservation of Title

To the extent that Supplier has specifically assigned relevant rights to Customer, Supplier has reservation of title in the respective solutions, products, software, interfaces, code, documentation, work results, etc., until the consideration for this has been paid in full.

§ 4 Transfer

Customer cannot, without Supplier's prior written consent, transfer rights and obligations under Agreement, including these terms and conditions.

Supplier is entitled, without the consent of Customer, to transfer its rights and obligations in whole or in part to affiliated companies as defined in the Companies Act, including to Supplier's parent, subsidiary and sister companies. In that case, Supplier is liable for the company's fulfilment of Agreement. Supplier is also entitled, without the consent of Customer, to transfer its rights and obligations under Agreement to a third party in connection with restructuring, merger, fission or divestment of all or parts of Supplier's business.

§ 5 Subcontractors

Without the consent of Customer, Supplier is entitled to use sub-suppliers and hire external consultants to fulfil its obligations. Supplier is responsible for the services of its subcontractors and external consultants in the same way as for its own services.

§ 6 Breach of Agreement

Breach can be asserted in accordance with the general rules of Danish law with the modifications listed below.

Rights in connection with defects in a delivery can be asserted by Customer for twelve (12) months after delivery. Supplier is entitled at any time to carry out redelivery and/or remedy free of charge, including by specifying methods for circumventing the defect to the extent that this does not significantly impair Customer's use of Supplier's delivery. In the case of properly completed redelivery and/or rectification, Customer cannot assert other rights as a result of defects.

A proportionate reduction in the price is only granted in the case of significant defects that Supplier chooses not to remedy by redelivery and/or remediation.

Should it exceptionally prove necessary, Supplier can, with a notice of five (5) working days, postpone a delivery by up to twenty (20) working days. Postponement shall not be regarded as delay.

Supplier's delay is not considered significant if it does not exceed forty (40) working days.

Customer can only cancel Agreement if Supplier is in a material breach of its obligations and Customer can only cancel the part(s) of Agreement which includes the obligations that have been materially breached. Customer's cancellation of Agreement must be done by means of written, reasoned notice and no later than forty (40) working days after the occurrence of the material breach.

Upon termination, each party returns the deliverables, including solutions, products, software, interfaces, code, documentation and work results that the parties have exchanged. For services which by their nature cannot be returned, Supplier is entitled to the agreed remuneration - and if the remuneration has not been agreed, a reasonable remuneration for the services provided. In cases where return can take place, regardless of Customer's return, Supplier must always be entitled to a reasonable remuneration for deliveries and services of which Customer has had a useful value in the period up to the effect of the cancellation.

If Customer materially breaches its obligations, and such breach persists for more than ten (10) working days after Customer has received a written request for remedy, then Supplier is entitled, at its own discretion, to stop its deliveries, suspend Customer's right of use and/or cancel Agreement and assert any claim in accordance with the general rules of Danish law. Any breach of payment shall be considered material. Customer cannot withhold payment or set off any claims that Supplier has not acknowledged in writing.

§ 7 Liability

The parties are liable for damages in accordance with the general rules of Danish law with the modifications listed below.

Customer is only entitled to make a claim for losses that are a consequence of a material deficiency in a delivery or other material default for which Supplier is responsible.

The parties are not responsible for the other party's indirect losses and consequential damages, including operating loss, loss of profit, distortion or loss of

messages, loss of expected savings or profit, Customer's expenses for investigating and rectifying a damage or defect, Customer's consumed internal hours, expenses to third parties, interest expenses, lost interest income, loss of goodwill, indirect losses and consequential damages.

Loss and distortion of data must be considered indirect losses. In Agreements where Supplier operates or otherwise processes data, however, it shall apply that Supplier is responsible for - at Customer's request - re-establishing lost or distorted data up to the time of and on the basis of the latest agreed backup (unless back up is not applicable due to viruses, Customer's conditions or conditions for which Supplier is not expressly responsible under Agreement). Customer cannot assert other rights in the event of loss and corruption of data. Customer must pay for the re-establishment of data according to the time and materials consumed, including to third parties, to the extent that the loss or distortion of data is not due to Supplier's circumstances.

Supplier is not responsible if delays or deficiencies in a delivery are due to delays or deteriorated connections in the communication infrastructure for which Customer is responsible, or delayed or missing deliveries from supply companies or third-party suppliers who are not subject to Supplier's instructions and responsibility, and whose services are a prerequisite for Supplier's delivery.

Furthermore, Supplier is not responsible for losses incurred by Customer or third parties as a result of Customer's use of results from the delivery. Examples of this include results as a result of advice or results and recommendations from or based on analysis models, planning, decision support, registration, research or treatment related tools.

Finally, Supplier is not responsible for viruses or other malicious code that Customer, Customer's users or citizens, knowingly or unknowingly, may introduce into Customer's IT systems when using solutions or services provided by Supplier.

The parties' obligation to pay compensation (including for product damage), compensation, warranty obligations, proportionate refusal and penalty cannot, in total, during the term of Agreement exceed the agreement sum relating to the agreed delivery that gave rise to the loss. However, for Agreements comprising current services, the agreement sum is calculated as the payments for the current services under the Agreement in the past twelve (12) months from the occurrence of the damage.

The fine must be deducted from any compensation for the same liability. Proportionate refusals are not granted for conditions that trigger the payment of a fine.

In the event of a series of damages, as a result of the same tortious act or omission, which triggers losses for several of Supplier's Customers or triggers losses regarding several deliveries, regardless of whether these may be delivered according to several

separate Agreements for the same Customer, the total maximum compensation (including for product damage), compensation, warranty obligations, proportionate waiver and penalty for the tortious act or omission for all Agreements between Customer and Supplier, however no more than DKK 500,000.

The compensation maximization above also includes Supplier's responsibility as data processor for payment of claims for compensation and damages from registrants (and Customer's recourse claim against Supplier for claims from registrants) (hereafter collectively referred to as "Registrant's Claim"). This is to be understood as meaning that Customer must indemnify Supplier for the Registrant's Claim, including related reasonable internal and external costs for Supplier's processing of the Registrant's Claim, including proceedings before the courts, (hereafter collectively referred to as "Case handling costs"), to the extent that the Registrant's Claim, including litigation costs, together with other claims (regardless of type) from Customer covered by the compensation maximization above, together exceed the compensation maximization. Indemnification must take place regardless of whether the Customer is not at fault for the damage that forms the basis of the Registered Claims.

The limitations of liability and claims for Customer's indemnification by Supplier in this § 7 do not include damage events caused by Supplier through gross negligence or intent.

Legal relationships between Customer and any third parties that entail obligations for Customer - including regarding services based on Supplier's deliveries, which Customer provides or makes available to third parties - are beyond Supplier's jurisdiction.

When determining the prices that Customer must pay for Supplier's deliveries in this Agreement, the above risk distribution between the parties has been taken into account.

§ 8 Product Liability

Supplier is responsible for product damage caused by Supplier's deliveries or services in accordance with the general rules of Danish law, but is not responsible for operating loss, loss of profit, distortion or loss of messages, loss of expected savings or profit, the customer's expenses for investigation and rectification of a damage or shortage, Customer's internal hours spent, interest expenses, lost interest income, loss of goodwill, indirect loss and consequential damages, caused by product damage.

Supplier's liability in connection with product damage is included in the calculation of and is subject to the amount limitation for liability in § 7.

If a third party makes a claim for compensation for product damage caused by Supplier's deliveries or services provided to or via Customer, for which Supplier has waived responsibility towards Customer, Customer must indemnify Supplier for such claims.

§ 9 Force Majeure

A party's obligations under Agreement are postponed due to force majeure, which is understood to mean circumstances which:

- significantly affects the party's ability to, or prevents the party from, fulfilling its obligations under Agreement,
- is beyond the reasonable control of the party,
- the party should not have taken into account when concluding Agreement, and
- the party should not reasonably have avoided or overcome during the term of Agreement.

Internal strike and cyber-attack at Supplier are examples that can be force majeure.

A party can invoke force majeure regarding its subcontractor's deliveries if the party's subcontractor is affected by force majeure. Force majeure with a subcontractor is considered to exist according to the same rules as apply to the party itself, cf. above.

Force majeure can at most be asserted for the number of days that the force majeure situation lasts. If a deadline for Supplier is postponed due to force majeure, payments linked to it are postponed accordingly.

Force majeure can only be invoked if the party in question has given written notice of this to the other party no later than ten (10) working days after the force majeure has occurred.

The party that is not affected by the force majeure situation is entitled to terminate the part of the delivery affected by force majeure without liability with immediate effect, if this part of the delivery is essentially not carried out for more than sixty (60) days. The parties are precluded from asserting rights of default in that regard.

§ 10 Third Party Rights

Supplier is obliged to indemnify Customer in the event, and to the extent, that Supplier has violated the rights of a third party in accordance with the terms contained in this section 10, provided that Customer immediately gives Supplier written notice of the third party's initiation of proceedings against Customer with a claim of infringement. Supplier then takes over the management of the case. Supplier may choose, at its own expense, to obtain Customer the right to continue to use the delivery or to bring the infringement to an end by fully or partially changing or replacing the agreed delivery with a corresponding delivery that does not infringe the rights of third parties.

If Supplier brings the infringement to an end by fully or partially changing or replacing the agreed delivery with a corresponding delivery that does not infringe third-party rights, Customer will be entitled to a proportionate reduction in the event that the changed or replaced delivery implies a documentable significant impairment. In addition, customer cannot assert rights of default or compensation claims, but is entitled to terminate Agreement with three (3)

months' notice, regardless of any agreed non-cancellability, provided that the permanent impairment exceeds 25% of the total delivery consideration.

Supplier is entitled to terminate all or part of Agreement with immediate effect if Supplier does not consider any of the above options to be economically sound. In that case, Supplier will refund any one-off consideration with deduction of the useful value Customer has had from the delivery. The utility value is calculated in this context as 2% of the one-off remuneration for the terminated part of Agreement per month from the date of delivery.

§ 11 Processing of Personal Data

If Supplier acts as a data processor for Customer in the sense of personal data law, Customer must ensure that the parties enter into a data processing agreement.

§ 12 Price Regulation

Prices are regulated per 1st January each year based on the net price index from Statistics Denmark - however with a minimum increase of 3,5% per year. However, Supplier reserves the right to change prices when this is due to increased public taxes, levies, other public charges as well as external price changes in addition to the yearly price adjustment. Such changes are implemented from the time they come into effect without separate requirements for notification, and do not provide a basis for renegotiation of Agreement's other provisions.

§ 13 Compliance Fee

Supplier is entitled to charge a monthly fee associated with Supplier's monitoring, implementation and change management of statutory compliance requirements including procedures, systems, and security measures as well as holding awareness training. Compliance fee is invoiced on an ongoing basis corresponding to 4% of the invoice amount - however consultancy services are excluded.

§ 14 Anti-corruption

Customer undertakes to comply with relevant anti-corruption legislation, including the US Foreign Corrupt Practices Act and the UK Bribery Act.

§ 15 Confidentiality and Reference

The parties must observe confidentiality regarding matters that are not generally known. Supplier ensures that sub-suppliers and others who assist Supplier with the delivery are subject to a corresponding obligation.

The parties' duty to observe confidentiality includes, among other things information that is not publicly available about the delivery, including information about the contractual and financial conditions as well as information about the other party's conditions. Business concepts, methods and know-how are trade secrets belonging to each of the parties and also covered by the duty of confidentiality.

If Customer is a public authority, however, Customer's duty to observe confidentiality in accordance with this provision waives if and to the extent that it is required by mandatory rules in the legislation regarding file and party access. Azets must, unless otherwise follows from

mandatory legislation, be consulted before access to documents is granted.

Supplier is, unless otherwise agreed, entitled to use Customer's name and logo in Supplier's company presentation material, on Supplier's internet pages and to include Customer on Supplier's general customer and reference lists, however, provided that the use takes place in a loyal way.

§ 16 Termination

Agreement can be terminated by either party with six (6) months' written notice to the end of a month, unless otherwise agreed.

After the termination of the contractual relationship, the provisions which by their nature must be given validity, including the provision on confidentiality in § 14, continue to apply.

§ 17 Dispute and Jurisdiction

Agreement is subject to Danish law.

If a dispute arises between the parties in connection with Agreement, the parties must, with a positive,

cooperative and responsible attitude, seek to initiate negotiations with a view to resolving the dispute. If the dispute is not resolved by this, the matter must be escalated in the parties' organisations.

Each of the parties may, in the event of continued disagreement, request that the dispute be resolved through mediation. The mediator is appointed by the parties or the association Danish IT lawyers (DITA) and follows DITA's mediation procedure.

The parties are obliged to attend the first meeting called by the mediator.

If the dispute is not resolved by mediation within eight (8) weeks after a written request for mediation, each of the parties may bring the dispute to a final decision by simplified arbitration at the Arbitration Institute in Copenhagen in accordance with the rules adopted by the Arbitration Institute, which are in force at the initiation of the arbitration proceedings.