

# General Terms and Conditions

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## 1 SCOPE

1.1 These General Terms and Conditions ("General Terms and Conditions") constitute an integral part of the overall contractual basis between the Supplier and the Customer and shall thus apply to any and all agreement(s) concluded between the Parties, regardless of the basis of such agreement.

## 2 DEFINITIONS

2.1 The terms as defined below shall apply to these General Terms and Conditions and to any other agreement concluded between the Parties which incorporates or otherwise integrates or directly or indirectly refers to these General Terms and Conditions:

**"The Customer"** means a legal or physical person who has entered into an agreement with the Supplier regarding the Supplier's provision of Services, and regardless of the basis on which this agreement was concluded.

**"The Supplier"** means NORRIQ Danmark A/S.

**"General Terms"** means these General Terms which shall apply to all the Supplier's Services, regardless of the basis on which the Parties have agreed that the Services must be delivered. The Supplier may update and alter these General Terms and Conditions at any time according to clause 18.

**"Party"** means the Supplier or the Customer.

**"The Parties"** means the Supplier and the Customer.

**"(The) Services"** mean all services that are expressly specified and which the Supplier must therefore deliver to the Customer in compliance with an agreement concluded between the Parties, including hardware, software, consultancy services, maintenance, support or other services.

## 3 SERVICES

3.1 The Supplier shall deliver the Services to the Customer in accordance with these General Terms and Conditions and in accordance with good practice in IT, always provided that the Customer pays all fees, charges, costs and expenses in the order in which they fall due for payment.

3.2 The Supplier shall only be liable for its own Services and thus not for other Services, inclusive of tasks or obligations which are not explicitly described in writing in an agreement between the Supplier and the Customer.

3.3 The Supplier shall not be liable in any way for Services, tasks or obligations that are fully or partly delivered or performed by the Customer, the Customer's other contracting parties and/or third parties.

## 4 PROPOSAL AND PLACING OF ORDERS

4.1 Any proposal made to the Customer by the Supplier for the delivery of Services shall, unless otherwise specified in writing, be valid for 14 calendar days from the date on which the proposal is made, after which period, the proposal automatically and definitively lapses. If the Customer has not accepted the proposal on time, unchanged, in full and in writing, the Customer cannot derive any rights from the proposal.

## 5 OBLIGATIONS

5.1 The Parties must loyally cooperate in the execution of the Services. The Parties must also participate in the meetings that the other Party reasonably requests.

5.2 The Parties must continuously and at short notice make business and technical decisions of importance for the execution of the agreed Services and the cooperation in general. The Parties must each ensure the necessary organizational structure for this and the sufficient competences and qualifications, including that in the collaboration there is direct access to the necessary authorization and decision-making competence in order to ensure the necessary dialogue and progress.

5.3 The Parties acknowledge that the Services are complex and require a significant degree of cooperation. The Parties undertake to loyally resolve problems or disagreements that may arise in relation to the delivery or receipt of the Services or the collaboration in general according to the principle of "correct first - clarify later".

5.4 For the sake of the progress, quality and continuity of the execution of the Services as well as the close daily cooperation between the Parties, the Parties must as far as possible avoid replacement of employees engaged in the execution of the Services, cf. however clause 10.

5.5 In the event that the Customer does not cooperate or otherwise does not fulfil its obligations, and this results in the Supplier being unable to fulfil its obligations and/or incurring losses or additional costs, the Supplier is entitled to compensation for any loss under the general conditions of Danish law. As part of the Supplier's loss, the Supplier can also claim the items listed in clause 15.3, no. i-iii.

## 6 FEES, EXPENSES AND COSTS

6.1 All prices and amounts indicated by the Supplier are estimates only and shall under no circumstances be considered binding on the Supplier, unless otherwise expressly agreed in writing.

6.2 The remuneration for Services is calculated on the basis of the actual time spent and materials used. Consultancy services are invoiced per commenced ½ hour. Invoicing is done on the basis of the hourly rate as agreed upon and as applicable at the time of the delivery of the Services.

6.3 The Supplier's Services will be delivered within normal working hours (i.e. between 8.00 a.m. and 4.30 p.m. from Monday to Thursday and between 8.00 a.m. and 4.00 p.m. on Fridays).

6.4 If the Services are to be delivered outside normal working hours, the Supplier is entitled to an additional charge of 50% for the first 3 hours on working days and subsequently an additional charge of 100%. On Saturdays, Sundays and non-working days, a 100% charge will be added from the first hour.

6.5 Travelling costs, accommodation costs and other subsistence expenses in connection with the delivery of the Services will be invoiced on the basis of the Supplier's actual costs incurred.

6.6 Travelling time is to be settled on the basis of the distance between the Customer and the nearest Supplier office possessing the required competence to be delivered. If the use of named consultants from other locations has been agreed, the price for transport is to be determined on the basis of the distance between the Customer and the location to which the consultant is primarily attached. Transport prices are listed in the Supplier's Price List.

6.7 Unless otherwise expressly stated by the Supplier, time spent in connection with the unpacking, setting up, installation etc. of hardware, software or other equipment will be invoiced as consultancy services.

6.8 All fees are set per the signature date and must be adjusted annually with the highest percentage change in the wage index for the IT and information service sector or the net price index, as published by Statistics Denmark, however a minimum of 2% and with effect from January each year. If the indexes cease to exist, the adjustment must be made on the basis of a corresponding index.

6.9 In addition to the above, the Supplier may demand price adjustments with immediate effect if it is documented during the contract period that the Supplier's costs for the delivery of the Services increase, including in the form of additional costs to subcontractors for licenses etc., which are used as part of the delivery of the Services.

## 7 CHANGE OF SERVICES

7.1 Requests for changes are to be handled in compliance with the procedures specified in this clause 7.

7.2 If a Party requests a change, the Supplier is to draft a proposal for changes.

7.3 The proposed change must include: (i) a description of the change to the Services, including additional work that may need to be delivered, (ii) an indication of the consequences of the change in relation to the Services, (iii) the estimated remuneration consequences of implementing the change to the Services, (iv) the estimated time consumption associated with the change and (v) the consequences in respect of applicable time schedules.

7.4 If, after having received a proposal for a change, the Customer accepts this proposal, the Customer is to notify the Supplier thereof not later than 5 calendar days after receipt of the proposal by signing and returning it to the Supplier. If the Supplier receives the proposal for a change signed by the Customer not later than 5 calendar days after the Customer's receipt, the change is deemed to have been accepted by the Parties.

7.5 Neither Party is obliged to accept a proposal for a change.

7.6 If the Customer rejects a change proposed by the Supplier in a proposal for changes, the Customer acknowledges and accepts that such rejection may have a negative impact on the Services, including the Customer's ability to use the Services as contemplated.

7.7 The Supplier is entitled to invoice the Customer on a time basis for the Supplier's drafting of a proposal for a change and participation in discussions and negotiations to this effect.

7.8 If the Supplier proves that the change request cannot be implemented for significant technical or functional reasons, the Supplier is not obliged to comply with the change request.

## 8 INVOICING AND TERMS OF PAYMENT

8.1 All prices are stated in Danish kroner and exclusive of VAT, other taxes, and fees as well as shipping and handling costs.

8.2 The Supplier invoices the Customer upon delivery of the Services.

8.3 Consultancy services are invoiced monthly in arrears, based on time spent.

8.4 The terms of payment are the date of invoice plus 14 calendar days. In the event of delay in payment, interest will be charged at the rate of 1.75% per month. On the forwarding of prompt notes, a dunning charge per prompt note will be charged. Moreover, the Supplier is entitled to suspend and withhold the Services or part thereof in the event of delay in payment or non-payment.

## 9 DELIVERY

9.1 The Supplier delivers the Services - including as partial services - for the Customer's testing and approval. The Customer must carry out the test as soon as possible and no later than 10 working days from the time when the Supplier has delivered the Services. If this deadline is exceeded without prior agreement between the Parties, the Services are considered accepted and reported as "Ready for operation" by the Customer.

9.2 When the Supplier has corrected all significant defects that were found in the Customer's test, the Services are "Ready for operation."

9.3 The Supplier bears the risk for the Services until these are "Ready for operation". If the takeover occurs before the Services are "Ready for operation", the risk passes to the Customer on the day of takeover, unless otherwise expressly stated.

9.4 When the Customer starts using the Services, inclusive of any parts of the Services, the Customer is deemed in any case to have approved the Services, inclusive of any Services delivered in part, as per the date on which the Customer starts using the Services or the Services delivered in part.

## 10 CONSULTANTS

10.1 The Supplier is entitled, at its own discretion and at any time in connection with the delivery of Services, to replace any of its consultants with other qualified consultants. Such replacement of consultants can take place without the Customer's consent.

## 11 SUBCONTRACTORS

11.1 The Supplier is at all times entitled to use subcontractors in connection with the delivery of the Services. With the limitations resulting from these General Terms and Conditions, the Supplier is responsible for its subcontractors on the same terms as if the Supplier had delivered the Services itself.

## 12 RIGHTS TO SOFTWARE, ETC.

12.1 All intellectual property rights to the Services provided by the Supplier, including - but not limited to - source code, object code, software, designs, registered or registrable rights belong to the Supplier.

12.2 Nothing in this agreement shall be considered that the Parties transfer their intellectual property rights to the other Party.

12.3 The Supplier is entitled to utilize any general knowledge, including information technology, ideas, concepts, know-how or techniques that the Supplier obtains in connection with the delivery of the Services. The Supplier is thus entitled in relation to third parties to develop, manufacture, deliver and negotiate identical or similar Services.

## 13 TRANSFER

13.1 Neither the Supplier nor the Customer is entitled to transfer rights and/or obligations to a third party without the other Party's prior written consent. Regardless of the above, however, the Supplier is entitled, without the Customer's consent, to transfer rights and/or obligations in whole or in part to (i) the Supplier's affiliated companies at all times, (ii) to third parties who purchase all or parts of the Supplier's assets and/ or (iii) in connection with a merger, demerger or a full or partial takeover of the Supplier.

## 14 DELAYS AND DEFECTS

14.1 There is a delay when the agreed time for taking over the Service is exceeded.

14.2 If no specific delivery times have been set, all delivery times are indicative, and the Supplier assumes no responsibility for non-compliance with such indicative delivery times.

14.3 If the claimed delay or deficiency is due to conditions for which the Supplier is not responsible, the Supplier is entitled to demand payment for its remedial assistance based on time spent.

14.4 Defects that the Customer has discovered or should have discovered during the test cannot later be claimed against the Supplier.

14.5 If the Customer wishes to claim a defect which was not discovered and could not have been discovered during the test, the Customer must notify the Supplier of this within 10 working days after delivery of the Services. Otherwise, the Customer loses the right to claim the defect.

14.6 At its sole discretion, the Supplier is entitled to (i) take remedial action, (ii) make a replacement delivery and/or (iii) grant a proportionate reduction.

14.7 The Supplier is not responsible for the Customer's own software, including third-party software, or other systems made available to the Customer.

## 15 DURATION & TERMINATION ASSISTANCE

15.1 Agreements concluded between the Supplier and the Customer remain in force until terminated.

15.2 Agreements concluded between the Supplier and the Customer may be terminated by a Party at 90 days' written notice, unless otherwise explicitly agreed in writing.

15.3 Upon termination in accordance with this clause, the Customer must pay the Supplier:

- (i) for all work already performed or Products already ordered under the Agreement until notice

- of termination has been given (whether or not the work has been invoiced at the time of notice),
- (ii) for all work performed during the notice period as well as for resources allocated in the period from the notification of termination until the end of the notice period, and
- (iii) for all costs to third parties which can be attributed to the terminated part of the agreement or the Services, which the Supplier cannot reasonably avoid, E.g., costs for licenses of third party products.

15.4 Regardless of the reason for the full or partial termination of the agreement, the Supplier must contribute in a good and responsible manner to the transfer of the Services to the Customer or to a third party appointed by the Customer.

15.5 The Supplier receives a separate fee for its termination assistance, and the remuneration is based on time spent. If the Supplier has terminated the agreement as a result of the Customer's significant breach, the Supplier is entitled, at its own discretion, to demand security for the remuneration or advance payment.

## 16 LIMITATION OF LIABILITY

16.1 The Customer's total claim for proportionate reduction, compensation and possible penalty is limited to 30% of the amount the Supplier has received in the 12 months previous to the claim.

16.2 A Party's liability does not include indirect losses and consequential damages. A Party's liability does not include the following types of losses, regardless of whether they are of a direct or indirect nature: (i) The Customer's loss of income and savings, (ii) loss of goodwill and (iii) operating loss.

16.3 The Supplier must reimburse the Customer's reasonable expenses for the re-establishment or reconstruction of lost or corrupted data, if the loss or corruption of data is caused by circumstances for which the Supplier is responsible. This does not apply, however, if the Customer has opted out of backup.

16.4 If the Supplier's Services are fully or partly of the nature of the hiring of consultants, in-sourcing of resources, body shopping etc., the Supplier is not obliged to achieve a certain result but must only see to it that the consultant possesses the agreed general qualifications. The Supplier shall thus not be liable for the consultant's acts or omissions and shall consequently not be liable for any defects and consequential loss attributable to the consultant's work which are inflicted on the Customer or third parties.

16.5 In relation to the Supplier's assistance to the Customer in connection with the administration or taking over of agreements with third parties, including license agreements, it is clarified that the Supplier assumes no responsibility regarding these.

16.6 For Product Liability, the rules applicable at all times according to the Product Liability Act apply. To the extent that nothing else follows from mandatory rules, the Supplier cannot be held liable for anything other than what follows from these terms.

## 17 INSURANCE

17.1 The Supplier must maintain general liability insurance with reasonable and customary coverage for the Supplier's industry in relation to the Services, including for any product liability that the Supplier may have under the general rules of Danish law.

## 18 CHANGES

18.1 The Supplier may change these terms at any time. If the changes consist of changes that are burdensome for the Customer, the Customer must be given a notice of 30 days.

18.2 The terms and any changes to the terms can at any time be found here:

<https://www.norriq.dk/legal/generelle-vilkar>.

## 19 FORCE MAJEURE

19.1 Neither Party may be held liable for any delay or non-performance of obligations (except payment of fees, however) caused by force majeure, including but not limited to war, disturbances, riots, general strike, fire, natural disasters, foreign exchange restrictions, import or export bans, disruption of ordinary traffic and communication, disruption of the energy supply or faulty energy supply, delivery problems at subcontractors, long-term illness of key consultants, comprehensive computer virus or force majeure incidents at subcontractors.

19.2 2 In the event of force majeure, the affected Party shall notify the other Party of the force majeure situation as soon as possible. If the force majeure situation has lasted for more than 60 calendar days, either Party may choose to terminate, with immediate effect, the agreement affected by the force majeure situation. However, force majeure cannot be invoked by the Customer if the Supplier can deliver the Service online (Remote Access).

## 20 PROCESSING OF PERSONAL INFORMATION

20.1 To the extent that the Supplier under the agreement assumes the role of data processor, the Customer is data responsible for the personal data processed in the Customer's IT systems, while the Supplier is a data processor for the Customer and thus subject to the Customer's authority to instruct.

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

## 21 CONFIDENTIALITY

21.1 The Parties, their employees and the Supplier's subcontractors must observe confidentiality to the usual extent with regard to information relating to each other's or others' relationships, which they become aware of during the fulfilment of the agreement, and which are not or will become generally known ("Confidential Information").

21.2 None of the Parties may use or pass on such information, unless it is done as part of fulfilling the agreement and in accordance with this provision.

21.3 The Supplier may disclose confidential information to its subcontractors, to the extent that the disclosure is necessary for the subcontractors to assist the Supplier with the delivery of the Services. The Supplier must impose on its subcontractors a corresponding written confidentiality obligation to which the Supplier is subject under this agreement.

21.4 The Customer may pass on confidential information to consultants, other suppliers and others who assist the Customer, provided that they are subject to a corresponding written confidentiality obligation to which the Customer is subject under this agreement. This also applies to the Customer's dialogue with potential new suppliers in connection with the termination of the agreement. The right of disclosure does not include trade secrets.

21.5 The Parties may disclose confidential information to the extent required by legislation, court rulings or orders from public authorities or administrative boards.

## 22 USE OF REFERENCES

22.1 1 When the Parties have concluded an agreement under which the Supplier is to deliver Services to the Customer, the Supplier is entitled - in the context of references, on its website and in relevant marketing material - to use the Customer's name and logo. The writing of a proper reference story requires the involvement of and approval by the Customer in each single case.

## 23 BREACH

23.1 By the Customer's breach, it is understood that the Customer does not contribute to the fulfillment of the agreement as agreed, either by the Customer not making payment at the agreed time, or by the Customer not assisting the Supplier as agreed or otherwise not fulfilling its obligations under the agreement, and that the breach has not been brought to an end no later than 14 days after the Supplier has sent a written demand to the Customer, where the breach has been asserted.

23.2 In the event of breach, the Parties may terminate the agreement in whole or in part.

23.3 Unless otherwise stated in the agreement, the general rules of Danish law for damages apply. The Supplier is entitled to claim compensation for internal time consumption directly caused by the Customer's breach calculated on the basis of the Supplier's stated hourly prices and for the items listed in clause 15.3, no. i-iii.

## 24 DISPUTES

24.1 If none of the Parties has wished to take advantage of the possibility of dispute resolution by an expert technical and/or legal expert, the dispute can be resolved at the request of a Party by mediation led by a mediator appointed by the Parties. If the Parties have not reached an agreement on the selection of a mediator within 10 working days after one of them has submitted a request for mediation, any of the Parties can submit a request to the association of Danish IT lawyers (DITA) to appoint a mediator. Mediation is carried out in accordance with DITA's mediation procedure.

24.2 Mediation is initiated by one of the Parties sending a written request for mediation to the other Party with a copy to DITA. A mediator must be appointed by DITA no later than 10 Working Days after DITA's receipt of a request for mediation.

24.3 As a minimum, a Party is obliged to participate in the first meeting called by the mediator. A Party is, however, entitled to initiate legal proceedings, if a postponement thereof could lead to forfeiture, e.g. due to obsolescence.

24.4 If a Party announces that the Party does not wish to continue the mediation after the first meeting, or if the conflict is not resolved by mediation within 8 weeks after a written request for mediation was made, each of the Parties may submit the dispute for a final decision at the court in Glostrup.