

# Terms and conditions

## 1 Introduction

- 1.1 These terms and conditions ("General Terms") apply to the provision of all types of products, deliverables and services ("Services") provided by EG Danmark A/S or one of its affiliated companies (collectively referred to as "EG").
- 1.2 The General Terms apply in addition to any agreement ("Agreement") concerning the delivery of Services between the customer as stated therein ("Customer") and EG.
- 1.3 The provisions of the Agreement prevail in the event of conflict with the provisions of the General Terms.

## 2 Delivery

- 2.1 Delivery of the Services will take place for each part of the Services no later than the time when the Service is made available to Customer.

## 3 Changes

- 3.1 Changes to the Agreement, including the Services, must be in writing (e.g. digitally or via a platform provided by EG) and are subject to agreement between the parties.
- 3.2 To the extent the Services must be modified in order to comply with changes in laws or regulations, such modification is handled in EG's sole discretion, and any associated costs are handled in accordance with clause 10.6 below.

- 3.3 EG may adjust and amend the General Terms and any related data processing agreement with a prior written notice of 3 months.

## 4 Use of sub-suppliers

- 4.1 EG may use sub-suppliers in the performance of the Services.
- 4.2 EG is responsible for the Services performed by a sub-supplier, as if provided by EG itself.

## 5 Third Party Services

- 5.1 The Services may include services from a third party, typically in the form of standardised services or products ("Third Party Services").
- 5.2 All Third Party Services will be marked as such by EG as part of the Agreement.
- 5.3 EG assumes no liability of any Third Party Services and EG's sole responsibility is to forward to the Third Party or distributor hereof any defect report received by Customer.
- 5.4 For the avoidance of doubt, the third party providing the Third Party Services is not considered a sub-supplier.
- 5.5 If Third Party Services are subject to the third party's applicable terms, the terms will be provided to Customer, e.g. as part of the Agreement, by reference, as part of a software product or otherwise. All provisions of third party's terms, including rights of use and limitations of liability, takes 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.

## 6 Professional Services

6.1 EG's provision of professional services includes consulting and Services such as training, software development, project management etc. as well as any ordered extra work beyond that specified in the Agreement ("Professional Services").

6.2 Upon effective payment for any Professional Services EG grants Customer a perpetual, non-exclusive licence to use any results that have been created specifically for Customer as part of the Professional Services.

### 6.3 Time and material

6.3.1 Professional Services delivered under the price model time and material are invoiced based on the actual number of hours provided in accordance with EG's applicable price list from time to time and materials spent in delivering the Professional Services. To the extent hourly rates are set out in the Agreement, they are used in the calculation.

6.3.2 Unless otherwise set out in the Agreement, travel time is invoiced with 50% of EG's applicable price list from time to time.

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

### 6.4 Fixed fee

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

### 6.5 Other expenses

6.5.1 EG delivers the Professional Services within normal business hours, i.e., on Monday to Friday, excluding public holidays. If Customer specifically instructs EG to deliver the Professional Services outside of normal business hours, EG may charge Customer an overtime premium per hour of 100 %, regardless of the price model.

6.5.2 Costs, expenses and outlays e.g. food and accommodation are invoiced in addition to the charges for the Professional Services, regardless of the price model.

6.5.3 Mileage is invoiced in addition to the charges for the Professional Services regardless of the price model and is calculated in accordance with the prevailing official tax mileage reimbursement rate per kilometre driven. Mileage does not include bridge toll, parking, or tickets to public transportation, which are invoiced separately as expenses. EG must reasonably reduce transport costs.

6.5.4 If Customer is unable to receive the delivery on the delivery date, due to Customer's own circumstances, Customer will be invoiced for the estimated charges for the affected Professional Services and is liable for any extra charges, losses or expenses incurred by EG.

## 7 Software

7.1 Software delivered as part of the Services ("Software") is a standard software product.

7.2 The Software may be used only as set out in these General Terms and the Agreement. 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 to support the business of a third party or to operate a bureau service;
- i) Amend or remove any labels and/or notices regarding copyright, trademarks or other rights, or any references thereto, included in the Software.

### 7.3 Updates and Amendments

- 7.3.1 EG may, at its own discretion and at any time, decide to let the Software undergo new versions, upgrades, updates, releases, maintenances, development services and replacement in general, as long as such changes does not adversely affect the Software in any material way. The changes may occur without notice.
- 7.3.2 Any planned downtime will, to the extent reasonably possible, be placed outside of normal business hours, e.g. at night or in the week-ends.

### 7.4 Warranties

- 7.4.1 The Software is provided "as-is" meaning that the Software is provided in whatever condition it presently exists.
- 7.4.2 EG however warrants that the Software in all material aspects will work in accordance with the specifications set out in the Agreement and any original documentation provided by EG, and that all material functions work, provided that the Software is used for the intended purpose, in accordance with the specifications and on the computer hardware and with the operating system for which the Software has been developed.
- 7.4.3 The above represents the only warranties, and EG provides no additional warranties of any kind.

### 7.5 Audit and information

- 7.5.1 EG is at any time and without prior notice entitled to verify Customer's compliance with the specified licence metrics in 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 EG with these verification tasks.

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

- 7.5.3 Neither of the parties are liable for the other party's costs related to this clause 7.5. Notwithstanding the above, Customer is liable for any costs paid by EG if an audit reveals any non-compliance on the part of Customer.

### 7.6 System requirements

- 7.6.1 Customer is aware and recognises that the Software may be subject to 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.
- 7.6.2 Customer is responsible for any related costs and fees that is due to Customer not complying with the applicable system requirements.
- 7.6.3 EG does not guarantee that the Software is compatible with any future versions of third party software

## 8 Hardware Procurement

- 8.1 EG will, on behalf of Customer, procure the hardware as specified in the Agreement ("Hardware Procurement").

### 8.2 Time Schedule and delivery

- 8.2.1 The hardware to be delivered as part of the Hardware Procurement will be delivered to the delivery location(s) set out in the Agreement. Delivery locations must permit access which is reasonable, and Customer will at its own expense facilitate off-loading of the hardware at the delivery locations.
- 8.2.2 Any delivery date set out in the Agreement is an estimate only and EG is not liable for any delay in delivery. Where EG is aware of or anticipates a delay in delivery, EG must promptly notify Customer of the delay and the revised estimated delivery date. If Customer requests a delay to the delivery date, is unable to receive delivery on the delivery date or the delivery date is delayed due to a cause beyond the reasonable control of EG, Customer is



liable for any extra charges, losses or expenses incurred by EG.

8.2.3 The risk for the hardware passes to Customer upon delivery.

8.2.4 Responsibility for freight, transit insurance and associated charges will be detailed in the Agreement. In the absence of such terms, Customer is responsible for freight, transit insurance and associated charges from the point at which the hardware is available for dispatch from EG's or its supplier's premises.

### 8.3 Retention of title

8.3.1 Hardware is provided subject to retention of title. EG retains full legal title to each hardware unit, and the retention of title remains in force until Customer has paid the total remuneration for the affected hardware.

### 8.4 Rights and remedies

8.4.1 The Hardware Procurement is provided on behalf of Customer and is not a direct sale from EG. Accordingly, all hardware is subject to the third party manufacturer's warranty and right of complaint only. EG does not provide any warranty or right of complaint for the hardware.

## 9 Maintenance and Support

9.1 The maintenance and support provided for the supported Software and/or hardware ("Maintenance and Support") is set out in the Agreement.

9.2 Maintenance and Support exclude the following:

- a) services for earlier versions of the supported Software and/or hardware;
- b) upgrading, modifying or refurbishing supported hardware;
- c) supply and installation of consumables (including user replaceable items) and;
- d) services required due to circumstances outside of EG's control such as: (i) misuse or abuse; (ii) damage or malfunction caused by fire, smoke, weather conditions or any other similar event; (iii)

manufacturer recalls including product or parts replacement or substitution.

9.3 Customer has to care for the supported hardware, house in suitable premises with suitable environmental conditions and follow reasonable operating and manufacturer instructions for the care and use of the hardware.

### 9.4 Delivery

9.4.1 The Maintenance and Support will be delivered during EG's normal business hours and at/from a location determined by EG from time to time.

## 10 Price and terms of payment

10.1 EG 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.

10.2 Unless otherwise specified in the Agreement, an invoice will be issued for all payments, which will be due within 14 days from the date of the invoice.

10.3 All prices are stated exclusive of VAT and other taxes/duties.

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

10.5 EG may adjust the agreed charges for recurring Services and hourly rates once per year with 3 % plus the annual percentage adjustment of the below index applicable to Customer's country:

- a) the standardised wage index for "Information technology and information service activities" as published by Statistics Denmark, for Customer's domiciled in Denmark.
- b) the earnings index for "Information and communication" as published by Statistics Norway, for Customer's domiciled in Norway.
- c) the labour cost index for non-manual workers, private sector (LCI non-man) preliminary index, NACE Rev. 2 J (information and communication companies) as published by Statistics Sweden, for Customer's domiciled in Sweden.

- d) the index of wage and salary earnings, Standard Industrial Classification TOL 2008, Computer programming and information service activities as published by Statistics Finland, for Customer's domiciled in Finland.

10.5.1 If any of the above indexes ceases to be published or Customer is domiciled in any other country than what is listed above, then the wage index most applicable to EG's industry, in the country where Customer is domiciled, can be used.

10.6 In the event of new or changed legislation, third party charges, or other cost-driving factors etc., EG reserves the right to adjust the agreed charges at any time during the Agreement, provided that written notice of the price adjustment is given to the Customer at least 3 months before the new prices take effect.

10.6.1 If the Customer does not agree to the new prices, the Customer shall have the right to terminate the Agreement by providing written notice to EG within 30 days of receiving the price adjustment notice. If the Customer exercises this right of termination, the Agreement shall terminate on the day before the new prices would have taken effect.

10.7 Set-off against any payments invoiced by EG is not permitted.

## 11 Breach and remedies

### 11.1 General

11.1.1 EG's liability for breach, including for defects and delay, expires no later than 12 months after the time of delivery of the Services in question.

11.1.2 EG decides how a fault or defect should be remedied, whether the Service in question should be replaced, or whether methods can be suggested to bypass the defect without any material adverse effect to the Customer.

### 11.2 Delay

11.2.1 EG's delay in the delivery of the Services constitutes a material breach only if the agreed time of delivery is delayed by more than 30 days due to circumstances attributable to EG.

11.2.2 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.

11.2.3 EG may withhold or suspend any Service if payment covering the Service is delayed, but only if EG has given at least 30 days prior written notice.

### 11.3 Limitation of liability

11.3.1 A party is not liable for any indirect, or consequential damages, including Customer's lost profits or revenues, anticipated revenues or savings, 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).

11.3.2 Each party's aggregate liability in respect of any matters arising out of or in connection with the Agreement is limited to an amount corresponding to 100 % of the payments received by EG under the Agreement in the last 12 months preceding the occurrence giving rise to such liability. Any liability for previous occurrences that took place within that period shall collectively count toward this liability cap and correspondingly reduce the available liability for that period.

11.3.3 Notwithstanding the above, if EG has paid damages and/or other amounts to a data subject based on Article 82 of the General Data Protection Regulation and/or any other applicable legislation that gives rise to tort, Customer must indemnify EG for the paid amount, which exceeds the agreed aggregate limitation of liability.

11.3.4 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) claims submitted by a third party against Customer alleging the Service infringes the third party's intellectual property rights.
- e) breach of confidentiality undertakings set out in the Agreement.
- f) gross negligence, wilful misconduct or fraud.

## 12 Intellectual property rights

- 12.1 EG is the owner of all intellectual property rights in and to the Services (including any intellectual property rights created jointly with Customer), and the results thereof.
- 12.2 EG grants Customer a licence to the Services, as further specified in the Agreement.
- 12.3 Unless otherwise set out in the Agreement and if any Software is provided as part of the Services, Customer is granted a time-limited, non-exclusive, non-transferable right to use the Software during term of the Agreement.
  - 12.3.1 Only Customer is entitled to use the Software. Customer can only use the Software for its own purposes.
  - 12.3.2 If specified in the Agreement, Customer can allow an 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.
  - 12.3.3 Subject to EG's prior specific written consent, Customer is notwithstanding the forgoing entitled to 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). EG may require such third party to enter into a separate declaration concerning the rights to the Software.
  - 12.3.4 The source code of the Software must be considered and treated as confidential information.

- 12.3.5 Customer has no right to receive a copy of the source code to the Software. Customer only has a right to receive a copy of the object code to the extent the Software is provided for client-side installation.

## 13 Infringement of third party rights

- 13.1 EG must defend, indemnify, and hold harmless the Customer from and against any claim submitted by a third party against Customer alleging the Service infringes the third party's intellectual property rights.
- 13.2 Indemnification is conditional upon the Customer:
  - a) promptly notifying EG of the claim, giving EG the option of taking over the defence hereof;
  - b) giving EG any reasonably requested information and cooperation and sole authority to defend and settle the claim; and
  - c) not making any statement which may prejudicially affect the chances of settlement or defence of the claim.
- 13.3 EG may at its sole discretion obtain a valid licence to the infringed intellectual property rights or bring an end to the infringement by modifying or replacing the Services with a solution with materially the same functionality as the one infringing the third party's intellectual property rights.
- 13.4 Alternatively, EG may terminate the Agreement (or the part related to the infringing Services) with immediate effect against repayment of any prepaid amounts pro rata.
- 13.5 EG's obligations do not apply if the claim or final judgment is based on:
  - a) the use or integration of the Services with other products or software where the Service would not by itself be infringing; or
  - b) modification of the Services by anyone other than EG.
- 13.6 This section 13 is the Customer's sole and exclusive remedy in relation to infringement of third-party intellectual property rights.

## 14 Data and security

- 14.1 Customer holds all rights to Customer's own data.
- 14.2 Customer is responsible for (i) the accuracy and integrity of any data processed by EG when utilising the Services; and (ii) Customer's transfer, migration and/or conversion of Customer's data to or from the Services.
- 14.3 EG may anonymise and use for its own purposes any data received, generated, or processed as part of the Services.
- 14.4 If EG undertakes to process personal data on behalf of Customer (as a data processor), the parties must enter into a separate data processing agreement based on EG's standard data processing agreement template. The provisions of the data processor agreement prevail in the event of conflict with the provisions of the Agreement or the General Terms.

## 15 Confidentiality

- 15.1 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.
- 15.2 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 function 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.
- 15.3 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 Termination

### 16.1 Termination for convenience

- 16.1.1 Unless otherwise set out in the Agreement, the Agreement may be terminated for convenience by a party with 12 months prior written notice.

### 16.2 Termination for cause

- 16.2.1 Each party may immediately terminate the Agreement for cause:
  - a) if the other party commits a material breach of the Agreement, and the material breach has not been remedied within 60 days of receipt of a written notice from the non-breaching party to do so; or
  - b) 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 applicable insolvency law.
- 16.2.2 Customer's failure to pay any outstanding amount is deemed a material breach.
- 16.3 Effects of termination
  - 16.3.1 Termination for any reason only has effect for the future (ex nunc).
  - 16.3.2 Termination due to EG's material breach will result in pro rata repayment of any prepaid amounts.

## 17 Force majeure event

- 17.1 No party is in breach of any obligation to the extent – and for the duration – the party is prevented from performing the obligation due to a force majeure event.
- 17.2 Force majeure events are understood as circumstances that (i) could not reasonably have been considered at the time of entering into the Agreement, (ii) significantly affect a party's ability to fulfil its obligations, and (iii) are beyond a party's reasonable control. Examples of force majeure events include:
  - a) Natural disasters, war, mobilization, breakdowns in

telecommunications/infrastructure, external security incidents (e.g., hacker attacks or other destructive behaviour by third parties).

- b) Health and safety restrictions and recommendations issued by public authorities.
- c) Strikes, lockouts, fire, damage to production facilities, import and export regulations.

17.3 For a party to invoke a force majeure event, the affected party must, without undue delay, provide written notice to the other party.

17.4 At regular intervals thereafter, the parties must consult and make reasonable efforts to agree on actions and an appropriate plan to enable the continued fulfilment of the parts of the Agreement affected by the force majeure event.

17.5 If a delivery or parts thereof cannot be substantially delivered for more than 60 days due to a force majeure event, both the Customer and EG are entitled to terminate the affected part of the delivery without liability.

## 18 Assignment

18.1 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.

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

## 19 Validity and severability

19.1 If a provision in this 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.

## 20 Global Trade Compliance and Anti-Corruption

20.1 Services are provided for Customer's internal use and not for commercialisation. If Customer exports, imports, or otherwise transfers any Service, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. Both parties must comply with applicable laws and regulations relating to anti-bribery and anti-corruption. EG may suspend its performance under the Agreement to the extent required by applicable law.

## 21 Governing law and disputes

21.1 The Agreement is governed by and construed in accordance with the law where EG is domiciled except for rules leading to the application of other law including the United Nations Convention on Contracts for the International Sale of Goods (CISG).

21.2 Any dispute, controversy or claim arising out of or related to the Agreement must be settled by arbitration as described below:

- a) for Customers domiciled in Denmark: Using the Danish system of simplified arbitration using the Danish Institute of Arbitrations rules for simplified arbitration applicable at the initiation of the arbitration proceedings. The seat of arbitration shall be Copenhagen. The language to be used in the arbitral proceedings shall be English.
- b) for Customers domiciled in Norway: By arbitration in accordance with the Norwegian Arbitration Act. The arbitration panel shall be composed of one arbitrator. The seat of arbitration shall be Oslo. The language to be used in the arbitral proceedings shall be English.
- c) for Customers domiciled in Sweden: Using arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce applicable at the initiation of the arbitration proceedings. The seat of arbitration shall be Stockholm.



The language to be used in the arbitral proceedings shall be English.

- d) for Customers domiciled in Finland: Using arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Finland Chamber of Commerce applicable at the initiation of the arbitration proceedings. The seat of arbitration shall be Helsinki. The language to be used in the arbitral proceedings shall be English.
- e) for Customers domiciled in any other country: Using the Danish system of simplified arbitration adopted using the Danish Institute of Arbitrations rules for simplified arbitration applicable at the initiation of the arbitration proceedings. The seat of arbitration shall be Copenhagen. The language to be used in the arbitral proceedings shall be English.

