

The present General Terms shall apply to any cooperation with KOLLAB A/S, unless otherwise agreed in writing. Cooperation with the Customer regarding other areas of KOLLAB's services, including recruitment etc., shall be governed by separate terms.

**1. CONSULTANCY SERVICES**

1.2 It is the Customer's responsibility to ensure that the consultants are provided with the necessary facilities, including premises, materials, etc., if work is carried out at the location.

1.3 The services shall consist of general consultancy assistance or specific tasks within a specified contract period. KOLLAB shall not bear any responsibility for ensuring that the consultants have specific knowledge of the Customer's IT systems and/or software. KOLLAB shall be responsible for ensuring that the consultants have sufficient educational and professional qualifications to deliver consultancy services for the ordered task at a quality that, as a minimum, corresponds to the customary standard within the field.

1.4 As a general rule, the services shall be delivered during the Customer's opening hours. Consultants/subcontractors shall be entitled to provide consultancy services to third parties, provided that this is compatible with the delivery of services to the Customer.

KOLLAB shall be entitled to have the services to be delivered performed by subcontractors without the Customer's prior consent.

1.5 If a consultant becomes unable to work due to illness or similar circumstances, including pregnancy, death or other circumstances qualifying as lawful absence, and is thereby prevented from performing his/her functions as consultant for the Customer, KOLLAB shall not be liable for any delay in the completion of the task/delivery of the services.

**2. PRICE**

2.1 Agreed hourly rates shall apply to consultancy services performed during normal working hours, i.e. on weekdays (Monday–Friday, excluding public holidays) in the time period 07:30–17:00.

If the Customer requests consultancy services in the time period 17:00–21:00, a surcharge of 50% of the agreed hourly rate shall be charged. In the time period 21:00–07:30, a surcharge of 100% of the hourly rate shall be charged. On Saturdays, Sundays and public holidays, a surcharge of 150% of the hourly rate shall be charged.

2.2 Work pursuant to clause 2.1 shall only be performed upon agreement with the Customer, as KOLLAB shall otherwise not be entitled to the stated surcharges.

2.3 Unless otherwise agreed, travel shall be invoiced at half the hourly rate. Travel shall be invoiced from the location to which the consultant is affiliated, but never exceeding the actual travel (e.g. from the consultant's residence). Bridge tolls, ferry costs and any hotel expenses shall be invoiced at actual cost against documentation.

2.4 If the Customer cancels or changes the schedule for a consultancy service less than respectively 5 (five) or 1 (one) working day(s) before the agreed date, 50% or 100% of the agreed fee shall be charged.

2.5 Hourly rates shall be adjusted annually as of 1 January without separate notice, with a minimum increase of 2%.

2.6 Unless otherwise stated, offers shall be valid for 30 days from the date of the offer.

Standard software shall be invoiced in accordance with the applicable price list.

2.7 KOLLAB reserves the right to change software prices and for errors in prices and specifications.

**3. PAYMENT TERMS**

3.1 Consultancy services shall be performed on a time spent basis at the agreed hourly rate, cf. clause 3. Invoicing shall take place monthly in arrears based on registered time consumption.

3.2 Time registration shall be carried out by the consultant, and KOLLAB shall be obliged to make an overview of the registered time consumption available to the Customer. If special time registration procedures apply within the Customer's organisation, the Customer shall be responsible for ensuring that the consultant receives instructions regarding such procedures.

3.2 (as numbered in original) Standard payment terms are 14 days net.

3.3 Payment with discharging effect may only be made to KOLLAB, and it is clarified that payment made directly to the consultant shall not release the Customer from his/her payment obligation towards KOLLAB.

3.4 In the event of late payment by the Customer, KOLLAB shall, in addition to the right to invoke ordinary remedies for breach, be entitled to interest corresponding to the official discount rate + 5% per annum.

3.5 Any objection to received invoices must be submitted in writing no later than 14 days after receipt.

**4. LICENSES AND SUBSCRIPTIONS**

4.1 Upon purchase/order of licenses, the Customer automatically accepts the applicable software terms of the relevant supplier by placing the order. KOLLAB shall not bear any

responsibility for defects or deficiencies in standard software.

4.2 Software subscriptions must be terminated no later than 3 months prior to the due date of the next subscription period.

Unless otherwise agreed in writing, licenses and subscriptions for software relating to KOLLAB's services must be purchased and/or acquired through KOLLAB.

## 5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall grant KOLLAB or its subcontractors access to the Customer's IT equipment and software to the extent necessary. Access may include both access at the relevant location and via remote connection. To the extent that services can be delivered remotely, KOLLAB or its subcontractors shall be entitled to do so.

5.2 In order to limit the security risk associated with connecting the individual consultant's PC directly to the Customer's network, all remote connections shall take place via KOLLAB's Secure Remote Desktop solution, which provides the highest level of security as well as minimal maintenance and time consumption. If this method is deselected by the Customer, all ongoing time consumption relating to access to the Customer's environment shall be invoiced.

5.3 The Customer shall be obliged to receive the agreed consultancy services on the agreed date.

## 6. DUTY TO EXAMINE

6.1 Upon delivery, the Customer shall examine all software, consultancy services and other services. Any defects or deficiencies which the Customer discovers or ought to have discovered must be notified in writing to KOLLAB without undue delay. If the Customer fails to do so, the matter cannot subsequently be relied upon.

6.2 The Customer is responsible for testing standard software and customizations prior to use. If the Customer commences use, in whole or in part, of the delivered software or service, the delivery shall be deemed approved as free from defects, unless otherwise notified in writing to KOLLAB beforehand.

6.3 Unless otherwise agreed, the Customer accepts that KOLLAB may state the Customer's company name and logo as a reference on KOLLAB's website and in any marketing materials.

## 7. WARRANTIES

7.1 KOLLAB shall perform the task in accordance with the specifications set out in the associated documents.

Unless expressly stated in this contract, the services or results of the agreement between

KOLLAB and the Customer are provided "AS IS", and KOLLAB disclaims all warranties, whether express or implied, including but not limited to warranties of fitness for a particular purpose.

7.2 Where KOLLAB's service constitutes an obligation of result, the service shall be deemed delivered when the result of the service has been handed over to the Customer.

7.3 Where KOLLAB's service consists of the delivery of hours performed by KOLLAB's employees/consultants, the service shall be deemed delivered when the employee/consultant has performed the work for the Customer and such hours have been registered as performed on the Customer's project.

7.4 KOLLAB shall only be liable for personal injury and/or damage to property to the extent that such liability follows from mandatory provisions of Danish law.

7.5 KOLLAB assumes no liability for indirect loss, consequential loss, operating loss, loss of data or other consequential consequences.

The Customer shall itself be responsible for maintaining all relevant documentation relating to setup, configuration, customizations, changes and other matters related to KOLLAB's services.

7.6 KOLLAB shall not provide source code or other documentation unless this has been expressly agreed in writing.

7.7 KOLLAB disclaims any liability for defects, deficiencies or infringements relating to third-party products, licenses or components that may form part of the delivery, regardless of whether these have been supplied through KOLLAB or not.

## 8. LIMITATION OF LIABILITY

8.1 Subject to the reservations below, the parties shall be liable in accordance with the general rules of Danish law for compliance with the agreements entered into between the parties, including these terms.

8.2 KOLLAB shall in no way be liable for indirect loss or consequential loss, including operating loss, loss of time and loss or contamination of data.

KOLLAB's liability, including that of its employees, agents or subcontractors, for any claim arising out of or in connection with this contract shall in all circumstances be limited to 20% of the amount paid by the Customer for consultancy services calculated over the last 12 months pursuant to the separate agreement.

8.4 KOLLAB shall not be liable for any indirect, incidental, special or other consequential damages or losses, including but not limited to loss of profit, revenue, data or use, incurred by the Customer or any third party, even if the

Customer has been advised of the possibility of such damages.

8.5 KOLLAB specifically assumes no liability for hacking of the Customer in relation to any of the services or results of this contract, operating time costs or other costs associated with downtime of hardware, software and networks, or for any loss of data.

8.6 The Customer is responsible for maintaining backups of all data and for implementing appropriate security measures for its own systems and data. KOLLAB shall not be liable for any loss or damage resulting from the Customer's failure to comply with these obligations.

8.7 KOLLAB shall not be liable for any defects or issues arising from third-party products or services used in the development of the software, unless KOLLAB has expressly assumed responsibility for such products or services in the Agreement.

8.8 The limitations of liability in this clause shall not apply to damages caused by KOLLAB's willful misconduct or gross negligence or any liability which cannot be excluded or limited under applicable law.

8.9 KOLLAB shall not bear any responsibility for exceeding estimated time consumption.

## **9. INTELLECTUAL PROPERTY RIGHTS**

### **9.1 Custom-developed software and extensions**

The Customer acquires a non-exclusive, limited right to use the deliverables developed by KOLLAB. This right of use does not include any rights to modify, distribute, sublicense or otherwise exploit the deliverables without KOLLAB's prior written consent. All intellectual property rights to the developed software, including patents, copyrights, trademarks and trade secrets, shall remain the exclusive property of KOLLAB.

KOLLAB shall be entitled to freely use the know-how acquired in connection with the provision of services to the Customer.

### **9.2 Originally developed design material**

Upon full payment, ownership of the design elements of the deliverables, including graphic design, layout and visual files, shall transfer to the Customer.

Such ownership does not include source code, plug-ins, scripts or other software development performed by KOLLAB, which shall remain the property of KOLLAB. The Customer is granted a non-exclusive right of use to these technical elements to the extent necessary to use the website as delivered.

### **9.3 ERP services**

If the Customer terminates its relationship with KOLLAB, KOLLAB shall establish access to all current source code developed specifically for the Customer. For older NAV versions, the code is located in the database. For newer installations with Extensions, KOLLAB shall provide all source code for the current version of the extensions in use, including any ongoing work in relation to testing in sandboxes/test databases.

### **9.4 For all services**

Where standard software is included in the performance of a task, such software shall be procured by the Customer at the Customer's own expense. KOLLAB shall bear no responsibility for the Customer's acquisition of rights to such standard software or for any infringement of third-party rights by such software.

## **10. CONFIDENTIALITY**

10.1 Both parties undertake to maintain the confidentiality of all "Confidential Information" disclosed in connection with the provision of the consultancy services. "Confidential Information" shall include any information designated as confidential or which reasonably should be understood to be confidential, including the terms of this contract, business and marketing plans, technology, technical information, product designs and business processes.

10.2 The receiving party shall:

- keep all Confidential Information confidential and not disclose it to any third party without the prior written consent of the disclosing party, except as permitted under this contract;
- use the Confidential Information solely for the purpose of fulfilling its obligations under this contract;
- take reasonable steps to protect the confidentiality of the Confidential Information at least to the same extent as it protects its own confidential information.

10.3 The receiving party may disclose Confidential Information to employees, agents or subcontractors who need such information for the performance of this contract, provided that they are bound by similar confidentiality obligations.

Disclosure shall also be permitted where required by law or by a valid court order, subject to prior notice to the disclosing party where possible.

Confidential Information shall not include information which:

- is or becomes publicly available without breach of this contract;
- was known to the receiving party prior to disclosure;

is received from a third party without breach of any confidentiality obligation; is independently developed without use of the disclosing party's information.

10.4 Upon termination of this contract or upon request, the receiving party shall return or destroy all materials containing Confidential Information and confirm such destruction in writing.

10.5 Any breach or threatened breach of this clause may cause irreparable harm, entitling the disclosing party to seek equitable relief, including injunctive relief, in addition to other remedies. These confidentiality obligations shall remain in force for a period of two (2) years following termination or expiry of this contract.

## **11. FORCE MAJEURE**

11.1 Neither party shall be liable to the other for any damage or loss arising as a result of events or circumstances beyond their reasonable control. Such events shall include, but not be limited to, natural disasters, war, terrorism, strikes, government regulations and pandemics. However, both parties shall be entitled to terminate an agreement for delivery if performance is delayed by more than 90 days as a result of such circumstances.

## **12. TERMINATION AND CANCELLATION**

12.1 Agreements entered into with an agreed end date shall, unless otherwise agreed in writing, be non-terminable during the contract period. Upon

expiry of the contract period, the agreement shall automatically terminate.

Agreements entered into without a fixed end date may be terminated by either party with 3 months' notice to the end of a calendar month.

12.2 If either party breaches its obligations under the Agreement and fails to remedy such breach within 14 days after written notice from the non-breaching party, the non-breaching party shall be entitled to terminate the agreement with immediate effect.

12.3 Upon termination, the Customer shall retain all results or services delivered by KOLLAB up to the time of termination. KOLLAB shall be entitled to full remuneration for such results or services regardless of the reason for termination.

## **13. GOVERNING LAW AND JURISDICTION**

13.1 Unless otherwise specified, the legal relationship between the parties shall be governed by Danish law. The parties shall seek to resolve any dispute regarding the performance or interpretation of the Agreement through negotiation.

13.2 If the dispute has not been resolved within 14 days after a written request for negotiation, the dispute may be brought before the ordinary courts, with the Danish Maritime and Commercial Court (Sø- og Handelsretten) as the first instance.