

## Terms of Sale & Delivery

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**Translation notice:** This document is an English translation of KOLLAB A/S' Danish "Salgs- og leveringsbetingelser". It is provided for convenience only. Only the Danish version is legally binding, and in the event of any discrepancy between this translation and the Danish original, the Danish version shall prevail.

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*The following terms of sale and delivery 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 the purchase of freelancers, recruitment, etc., is governed by separate terms.*

*In the event of any inconsistency, the specific customer agreement takes precedence over these terms.*

## § 0 CONTRACT TYPES

These terms cover three contract types:

**(a) Subscription agreements:** ongoing services delivered provided for a fixed monthly or quarterly payment during an agreed commitment period. Typically includes operations, support, monitoring, helpdesk, ongoing development and an agreed task pool, as well as minor ongoing adjustments within a defined scope and fair use, cf. § 14.

**(b) Fixed-price agreements:** defined deliverables or projects with an agreed scope, delivery plan and fixed total price.

**(c) Time-and-materials agreements (T&M):** services delivered based on time spent and invoiced at applicable hourly rates. T&M is only offered following prior dialogue and may be subject to special pricing terms.

Clauses that apply only to a specific contract type are marked with a tag such as [Subscription], [Fixed Price] or [T&M]. All other clauses apply to all contract types.

## § 1 DELIVERY TERMS

**1.1** KOLLAB delivers services in accordance with the specific customer agreement and these terms. Services may include consultancy, project work, ongoing operations, support, advisory services and other services specified in the agreement.

**1.2** It is the customer's responsibility to ensure that KOLLAB is provided with the necessary facilities, including premises, materials, etc., where work is performed at the customer's location.

**1.3** Specific consultants are not named in the customer agreement. KOLLAB staffs assignments based on competence and availability. KOLLAB assumes no responsibility for individual employees having specific knowledge of the customer's IT systems and/or software. KOLLAB is responsible for ensuring that the employees handling the delivery have sufficient educational and professional qualifications to deliver the service at a quality corresponding, as a minimum, to the customary standard in the field.

**[Subscription] 1.4** Unless otherwise agreed in the specific agreement, the standard service window is weekdays 08.30-16.00 (excluding public holidays). For other contract types, delivery times are agreed individually.

**1.5** KOLLAB is entitled to have the services performed by subcontractors without the customer's prior consent.

**[Subscription] 1.6** KOLLAB ensures continuity through team-based staffing. The absence of individual consultants, including due to illness, pregnancy, death or other lawful absence, cannot be invoked as a defect in the delivery.

**1.7** Consultants and subcontractors are entitled to deliver services to other parties, provided this is compatible with the delivery of services to the customer.

## § 2 PRICE & PRICE ADJUSTMENT

**[T&M] 2.1** Agreed hourly rates apply to consultancy services performed within normal working hours, i.e. on weekdays (Monday-Friday, excluding public holidays) between 07.30 and 17.00. If the customer requests consultancy services between 17.00 and 21.00, a surcharge of 50% of the agreed hourly rate applies. Between 21.00 and 07.30, a surcharge of 100% of the hourly rate

applies. On Saturdays, Sundays and public holidays, a surcharge of 150% of the hourly rate applies.

**[T&M] 2.2** Work pursuant to clause 2.1 is only performed by agreement with the customer; otherwise, KOLLAB is not entitled to the stated surcharges.

**[T&M] 2.3** Unless otherwise agreed, travel time is invoiced at the full hourly rate. Travel is calculated from the location to which the consultant is affiliated, but never more than the actual travel (e.g. from the consultant's home). Bridge tolls, ferry costs and any hotel bills are invoiced at the actual amounts as incurred.

**2.4** If the customer cancels or changes the schedule for an agreed delivery less than 5 (five) or 1 (one) business days, respectively, before the agreed date, 50% or 100% of the agreed fee will be charged. For fixed-price agreements where the customer suspends the project, § 12.1 (b) applies.

## 2.5 Price adjustment

**[T&M] 2.5.1** Hourly rates for T&M agreements are adjusted annually on the 1<sup>st</sup> of January, without separate notice, in accordance with the Danish net price index, subject to a minimum increase of 3%.

**[Subscription] 2.5.2** Subscription prices are adjusted annually on 1 January, without separate notice, in accordance with the Danish net price index, subject to a minimum increase of 3%.

**[Fixed Price] 2.5.3** Fixed-price agreements are not indexed. The price in a fixed-price agreement is final upon conclusion of the agreement and applies provided that the scope remains unchanged. Changes to scope, delivery plan or functionality are handled under the Change Request procedure in § 15.

**2.6** Unless otherwise stated, offers are valid for 30 days from the offer date.

**2.7** Standard software is invoiced in accordance with the applicable price list. KOLLAB reserves the right to make software price changes and takes no responsibility for errors in prices and specifications.

**[Subscription] 2.8** Subscriptions are invoiced monthly in advance, unless otherwise agreed. Usage beyond fair use is invoiced at KOLLAB's applicable T&M hourly rates, cf. § 14, but only following prior agreement with the customer.

## § 3 PAYMENT TERMS

**3.1** The invoicing cadence depends on the contract type:

- **[T&M]** Invoiced monthly in arrears based on registered time spent.
- **[Subscription]** Invoiced monthly or quarterly in advance, cf. the specific agreement.
- **[Fixed Price]** Invoiced according to the milestone plan in the specific agreement (for example 30/40/30 or 50/50). In the absence of a specific agreement, 50% is invoiced at commencement and 50% upon delivery.

**[T&M] 3.2** Time registration is performed by the consultant, and KOLLAB brings an overview of registered time spent to the customer's attention. If special time registration routines exist in the customer's business, the customer is responsible for ensuring that the consultant receives instructions on these procedures.

**3.3** The standard payment term is 14 days net.

**3.4** Payment with discharging effect can only be made to KOLLAB. For the avoidance of doubt, payment made directly to the consultant does not release the customer from his/her payment obligation towards KOLLAB.

**3.5** In the event of late payment by the customer, KOLLAB is entitled, in addition to the right to exercise customary remedies for breach, to interest corresponding to the Danish official discount rate + 5% p.a.

**3.6** Any objection to received invoices must be notified in writing no later than 14 days after receipt.

## § 4 SOFTWARE LICENSES & THIRD-PARTY SUBSCRIPTIONS

**4.1** When purchasing/ordering licenses, the customer automatically accepts, upon placing the order, the applicable software terms of the relevant vendor. KOLLAB assumes no liability for errors or defects in standard software.

**4.2** Software subscriptions must be terminated no later than 3 months before the due date of the next period. Unless otherwise agreed in writing, licenses and subscriptions for software relating to KOLLAB's services must be purchased and/or acquired through KOLLAB.

### § 4A SUBSCRIPTIONS (KOLLAB'S OWN)

**[Subscription] 4A.1** Subscriptions are ongoing services delivered by KOLLAB against a fixed monthly or quarterly payment. The scope is defined in the specific agreement.

**[Subscription] 4A.2** The commitment period, renewal and termination of subscriptions are governed by § 12. Scope and usage are governed by § 14 (fair use).

## § 5 CUSTOMER'S OBLIGATIONS

**5.1** The customer must give KOLLAB or subcontractors access to the customer's IT equipment and software to the extent necessary. Access may include both on-site access at the relevant location and access via remote connection. To the extent that services can be delivered via external connection, KOLLAB or subcontractors must be entitled to do so.

**5.2** To limit the security risk associated with connecting an individual consultant's PC directly to the customer's network, all remote connections are made via KOLLAB's Secure Remote Desktop solution. If the customer opts out of this method, all ongoing time spent on accessing the customer's environment will be invoiced.

**5.3** The customer is obliged to receive the agreed consultancy services on the agreed date.

**[Subscription] 5.4** The customer must inform KOLLAB in writing of significant changes in organisation, digital initiatives, number of users or system landscape. Such changes may trigger a reassessment of scope and price, cf. § 14.

**5.5** Where AI tools form part of the delivery, the customer is responsible for validating output and for the quality of its own inputs, cf. § 16.

## § 6 DUTY OF INSPECTION

**[Fixed Price] 6.1** Upon delivery, the customer must inspect all software, consultancy services and other services. Any errors or defects that the customer discovers or should have discovered

must be notified to KOLLAB in writing without undue delay. If the customer fails to do so, the matter cannot subsequently be invoked.

**6.2** The customer is responsible for testing standard software and customisations before commissioning. If the customer commences use, in whole or in part, of the delivered software or service, the delivery is deemed approved as free of defects, unless otherwise notified to KOLLAB in writing beforehand.

**[Subscription] 6.3** Complaints regarding ongoing services must be made in writing no later than 30 days after an error has been identified. Complaints made after this deadline cannot be invoked.

## § 7 WARRANTIES

**7.1** KOLLAB will perform the assignment in accordance with the specifications set out in the associated documents. Unless expressly stated in the agreement, the services or results of the agreement between KOLLAB and the customer are delivered "AS IS", and KOLLAB disclaims all warranties, whether express or implied, including but not limited to warranties of fitness for a particular purpose.

**[Fixed Price] 7.2** If KOLLAB's service consists of an obligation to deliver a result, the service is deemed delivered when the result of the service has been handed over to the customer.

**[T&M] 7.3** If KOLLAB's service consists of the delivery of hours performed by KOLLAB's employees/consultants, the service is deemed delivered when the employee/consultant has performed the work for the customer and these hours have been registered as performed on the customer's project.

**[Subscription] 7.4** The service is deemed delivered when the service window has been maintained and the scope has been kept available in the relevant period. Unused capacity cannot be saved up, refunded or transferred to subsequent periods, cf. § 14.7.

**7.5** KOLLAB is only liable for personal injury and/or property damage to the extent that such liability follows from mandatory Danish law.

**7.6** KOLLAB assumes no liability for indirect losses, consequential losses, operating losses, loss of data or other derived consequences. It is the customer's own responsibility to maintain all relevant documentation regarding setup, configuration, customisations, changes and other matters relating to KOLLAB's services.

**7.7** KOLLAB does not hand over source code or other documentation, unless this has been expressly agreed in writing. Special rules for ERP services are set out in § 9.3.

**7.8** KOLLAB disclaims all liability for errors, defects or infringements of rights relating to third-party products, licenses or components that may form part of the delivery, regardless of whether these have been procured through KOLLAB or not.

## § 8 DISCLAIMER OF LIABILITY

**8.1** Subject to the reservations below, the parties are liable in accordance with the general rules of Danish law for compliance with the agreements concluded between the parties, including these terms.

**8.2** KOLLAB is in no way liable for indirect losses or consequential losses, including operating losses, loss of time and loss or corruption of data.

### **8.3 Limitation of liability: differentiated per contract type**

KOLLAB's total liability for damages is limited as follows:

**[T&M] 8.3.1** 20% of the amount paid by the customer for consultancy services during the last 12 months.

**[Fixed Price] 8.3.2** 50% of the total contract sum, however no more than the amount paid by the customer under the agreement.

**[Subscription] 8.3.3** 50% of the amount paid by the customer under the subscription during the last 12 months.

**8.3.4** Where a customer has several concurrent agreements, the limitation of liability is calculated separately per agreement.

**8.4** KOLLAB is not liable for any indirect, incidental, special or other consequential damages or losses, including but not limited to loss of profit, revenue, data or cost of 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, downtime 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 backup copies of all data and for implementing appropriate security measures for its own systems and data. KOLLAB is not liable for any loss or damage resulting from the customer's failure to do so.

**8.7** KOLLAB is not liable for any defects or problems 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 section do not apply to damage caused by KOLLAB's intentional breach or gross negligence, or to any liability that cannot be excluded or limited under applicable law.

**8.9** KOLLAB assumes no responsibility for an estimated time consumption being exceeded. Estimates do not constitute fixed prices.

**8.10** The use of AI tools in the delivery does not extend KOLLAB's liability. KOLLAB is liable for the final delivery on the same terms as for manual performance.

## **§ 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, remain KOLLAB's exclusive property. KOLLAB is entitled to freely use the know-how acquired in connection with the delivery of services to the customer.

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

Upon full payment, ownership of the design elements of the delivery, including graphic design, layout and visual files, passes to the customer. Ownership does not include source code, plug-

ins, scripts or other software development performed by KOLLAB, which remains KOLLAB's property. The customer is granted a non-exclusive right to use these technical elements to the extent necessary to use the design material delivered.

### **9.3 ERP services**

If the customer leaves KOLLAB, KOLLAB must 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 hands over all source code for the current version of the extensions in use, including any work in progress relating to testing in sandboxes/test databases. Beyond the source code specified in this section, no further documentation is handed over, cf. § 7.7.

### **9.4 Standard software**

If standard software forms part of the solution of an assignment, it is purchased by the customer at the customer's own expense. KOLLAB assumes no responsibility for the customer's establishment of rights to the purchased standard software or for any infringement of third-party rights by the standard software.

### **9.5 AI output**

Output generated with AI tools as part of the delivery is transferred to the customer on the same terms as other deliverables, subject, however, to third-party vendors' terms regarding the underlying models. KOLLAB may use anonymised know-how and patterns acquired during the delivery to improve its own methods and processes, but not customer-specific data or confidential material.

### **9.6 Marketing**

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.

## **§ 10 CONFIDENTIALITY**

**10.1** Both parties undertake to maintain the confidentiality of all "Confidential Information" disclosed during the delivery of the services. "Confidential Information" includes any information designated as confidential or which should reasonably 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 must:

- Keep all Confidential Information confidential and not disclose it to third parties without the prior written consent of the disclosing party, except as permitted under this contract.
- Use Confidential Information only to fulfil its obligations under this contract.
- Take reasonable steps to protect the confidentiality of Confidential Information, at least as strictly as the party's own confidential information.

**10.3** The receiving party may disclose Confidential Information to employees, agents or subcontractors who need it in order to perform this contract, provided they are bound by similar confidentiality obligations. Disclosure is also permitted where required by law or by a valid court order, with prior notice to the disclosing party where possible. Confidential Information does not include information that: (a) is or becomes publicly known without breach of this contract; (b) was known to the receiving party prior to disclosure; (c) is received from a



third party without breach of confidentiality obligations; or (d) is developed independently without use of the disclosing party's information.

**10.4** Upon termination of this contract or upon request, the receiving party must return or destroy all materials containing Confidential Information.

**10.5** Any breach or threatened breach may cause irreparable harm entitling the disclosing party to seek equitable relief, including an injunction, in addition to other remedies. These confidentiality obligations survive for two (2) years after termination or expiry of this contract.

## § 11 FORCE MAJEURE

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

## § 12 TERMINATION AND CANCELLATION FOR BREACH

### 12.1 Termination: differentiated per contract type

**[Subscription] 12.1 (a)** The standard is a rolling termination notice of 12 months.

**[Fixed Price] 12.1 (b)** The agreement is non-terminable until delivery.

**[T&M] 12.1 (c)** The agreement may be terminated by either party with 3 months' written notice to the end of a month.

**12.2** If either party breaches its obligations under the agreement and fails to remedy such breach within 14 days of written notice from the non-breaching party, the non-breaching party may cancel the agreement with immediate effect.

**12.3** In the event of cancellation, the customer retains all results or services delivered by KOLLAB up to the time of cancellation. KOLLAB is entitled to full remuneration for these results or services, regardless of the reason for the cancellation.

## § 13 GOVERNING LAW AND VENUE

**13.1** Unless otherwise stated, the relationship between the parties is governed by Danish law. The parties must attempt 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 of a written request for negotiation, the dispute may be brought before the ordinary Danish courts, with the Danish Maritime and Commercial High Court as the court of first instance.

## § 14 FAIR USE

**14.1 Application:** This section applies to all subscription agreements and may, by reference from the specific agreement, also apply to fixed-price operations packages.

**14.2 Principle:** The subscription price presupposes a reasonable level of usage of the covered services, assessed on the basis of (i) the selected subscription package, (ii) the customer's historical usage of equivalent services, and (iii) the customer's normal organisational and



system-related situation. The specifically expected level of the customer's usage is stated in the specific agreement, including any indicative levels for time spent, number of enquiries, number of users or other relevant metrics.

#### **14.3 Covered within fair use:**

- Ongoing operations, monitoring and preventive maintenance within the agreed scope.
- Minor configuration changes and adjustments.
- Support and advice for the contact persons specified in the agreement (typically 2-3).
- Troubleshooting and error correction on systems covered by the agreement.
- Other services specified in the specific agreement.
- Task pool (if agreed).

#### **14.4 Not covered:**

The following is not covered and may be requested separately against separate payment:

- Larger project work, including development, implementation, upgrades and migrations that do not naturally belong to the selected agreement.
- Support for systems not covered by the agreement.
- Re-establishment following circumstances beyond KOLLAB's control (hardware failure beyond normal wear and tear, vendor outages, vandalism, data loss, etc.).
- Enquiries from persons other than the agreed contact persons.
- Enquiries outside the agreed support or helpdesk channel, where the subscription presupposes such a channel.
- Emergency assistance outside the agreed service window.

#### **14.5 Exceeding fair use**

The following, in particular, is considered exceeding fair use:

- usage persistently and significantly exceeding the expected level stated in the specific agreement,
- the subscription being used for tasks that in reality constitute larger project work,
- the same problem repeatedly being handled as operations without the root cause being addressed, including where a remedy should naturally be carried out as a separate task, or
- significant changes to the customer's organisation, system landscape or business volume, such that the assumptions underlying the subscription no longer apply.

**14.6 Consequence of exceeding fair use:** If KOLLAB identifies exceeding of fair use over three consecutive months, KOLLAB will convene a dialogue in writing with a view to one of the following solutions:

- Upgrade to an appropriate subscription package.
- Invoicing, where relevant, of the excess usage at KOLLAB's applicable hourly rates.
- Delimitation of scope or initiation of a separate project.

Emergency assistance that cannot await dialogue is invoiced based on time spent at applicable hourly rates.

**14.7 Buffer:** Unused capacity within the fair use limit cannot be saved up, refunded or transferred to subsequent periods.

## § 15 SCOPE CHANGES & ESTIMATES

**[Fixed Price] 15.1** Changes to scope, delivery plan or functionality in a fixed-price agreement are handled under the Change Request procedure below.

### 15.2 Change Request procedure

- The customer submits a written request for the change.
- KOLLAB estimates the impact on price, time and dependencies.
- Written acceptance from the customer is obtained before the change is carried out.
- The change is documented as an addendum to the original agreement.

**15.3** Estimates from KOLLAB do not constitute fixed prices. KOLLAB assumes no responsibility for an estimated time consumption being exceeded, cf. § 8.9.

**[Fixed Price] 15.4** Where customer-provided assumptions (data, access, decisions, approvals, etc.) prove not to hold, and this affects the scope, time or price of the delivery, the matter is handled under the Change Request procedure. KOLLAB is not liable for delays or additional costs resulting from broken customer-provided assumptions.

## § 16 AI MINIMUM TERMS

**16.1** KOLLAB may use AI tools in the delivery without separate notice, unless otherwise agreed in the specific agreement.

**16.2** Ownership of output generated with AI tools follows § 9.5.

**16.3** Where the customer itself uses AI tools provided or recommended by KOLLAB, the customer is responsible for prompt quality and for validating output.

**16.4** The use of AI tools does not extend KOLLAB's liability, cf. § 8.10.

**16.5** When commissioning AI solutions delivered by KOLLAB, the customer is responsible for configuring and maintaining appropriate security measures in its own environment, including ensuring that the customer's data remains within the customer's own tenant. KOLLAB is not liable for loss or damage resulting from the customer's missing or insufficient setup in this respect.