

itm8 Group

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# Purchase Terms

# General Terms and Conditions for Purchase – itm8 Group

## 1 Scope and parties

The following General Terms and Conditions for purchase ("**Terms**") apply to all purchases ("**Purchase Order**") of goods and services, including equipment, goods and/or services and repairs, consultancy services and any other service ("**Delivery**") made by AX VI itm8 Holding ApS Cvr. no. 42520292 ("**itm8**") and any related group company ("**itm8 Group**") from third parties ("**Supplier**"), unless otherwise agreed in writing with itm8.

These Terms shall prevail over the Supplier's Terms of Delivery and/or other contract terms in general, unless otherwise agreed in writing with itm8.

Upon receipt of a Purchase Order from itm8, the Supplier further agrees that any claims or legal actions may be brought or taken only against the contracting party in itm8 Group, which is a separate and independent legal entity, and not against itm8.

## 2 Prices and payment

All price lists and other prices offered by the Supplier or agreed between the parties are inclusive of all fees, taxes and public charges of any kind, etc., unless otherwise expressly agreed in writing. All prices are fixed and in Danish kroner and exclusive of VAT.

The Supplier's payment for the Delivery covered by a Purchase Order is due 45 calendar days after the end of the month in which itm8 has received the Supplier's invoice, unless otherwise agreed. This is provided that the invoice is received after receipt of the entire Delivery, and that the Delivery is made in due time and in a defect-free condition. The Supplier shall ensure that the Supplier's payment for the Delivery is invoiced within 6 calendar months after delivery to itm8, otherwise the Supplier's claim for payment for the Delivery (or the relevant parts thereof in the case of successive delivery) shall lapse.

Payment for the Delivery does not imply that itm8 subsequently waives any claim against the Supplier due to defects, deficiencies, delay or other default.

### Invoicing requirements

## 3 Cancellation

itm8 has the right to cancel a Delivery under a Purchase Order in whole or in part without liability, provided this is done no later than 14 calendar days before the agreed delivery date. The Supplier shall not be entitled to claim damages or other compensation in this regard.

## 4 Requirements for the Delivery and the cooperation

The Supplier shall be responsible for compliance with legislation and regulatory requirements applicable at any time for the Supplier's business, including delivery of the Delivery, including, without limitation, health and safety legislation security requirements, statutory insurance cover, labelling and documentation requirements, etc. The

Supplier shall indemnify itm8 against any liability and/or cost that itm8 may incur as a result of the Supplier's failure to comply with legislation and regulatory requirements applicable at any time.

To the extent that the Supplier has been informed that the Delivery is intended for use in relation to/resale to itm8's customers, including as an integral part of itm8's services to customers or as a stand-alone delivery resold to itm8's customers, it is the Supplier's responsibility to ensure that the Supplier, in the light of its previous experience and knowledge of the Delivery and the requirements and conditions for flawless performance, on its own initiative as part of the Delivery asks itm8 all relevant questions in order to clarify the suitability of the Delivery for itm8's intended purpose.

Any extension or reduction of the scope of the agreed Delivery shall be agreed in writing between the parties, unless otherwise follows from the above-mentioned right for itm8 to cancel the Delivery in whole or in part. Changes to the agreed Delivery shall be covered by the Purchase Order and are subject to itm8's Terms.

It is the Supplier's responsibility, as part of the Delivery, to provide the necessary instruction material and other documentation, including user manuals, etc., to the extent required for normal and correct use of the Delivery.

## 5 Consultants and tax

If a Purchase Order includes consultancy services, the Supplier shall, at no cost or expense to itm8, if itm8 is liable to pay tax in respect thereof, pay such tax in a timely manner on behalf of itm8. Such taxes include, but are not limited to, taxes on, for example, the international hiring out of labour and other taxes relating to consultants which, for example, would replace income tax if the consultants in question had been subject to income tax in the territory where the work is carried out.

In addition, if itm8 is obliged to pay such taxes, the Supplier shall, at its own expense, make all necessary tax reports to the relevant tax authorities on behalf of itm8 or, at the request of itm8, assist itm8 in making such reports. If such tax returns are made by the Supplier on behalf of itm8, the Supplier shall, without undue delay after the reporting, provide itm8 with receipts or similar documentation that such obligations have been fulfilled in a timely manner on behalf of itm8. If the Supplier fails to pay tax in a timely manner, itm8 shall be entitled to deduct from the payments to the Supplier under a Purchase Order an amount equal to the amount that itm8 may be required to withhold under applicable law for payment to the relevant authorities, and itm8's payment of the balance to the Supplier after deduction of such amount shall constitute full and final payment for such Purchase Order. This also applies to any fees or costs related to the payment of the tax.

The Supplier shall indemnify itm8 for taxes and all costs related thereto if such taxes are attributed to payments made to the Supplier in accordance with a Purchase Order after such payments have been made to the Supplier. itm8

shall, upon request, reasonably assist the Supplier in obtaining relevant basic information on such tax liabilities and shall use reasonable efforts to assist the Supplier in recovering such tax if any double taxation agreements or similar rules in the territory provide for the recovery of tax to reduce the Supplier's tax burden. If itm8 has made payments under a Purchase Order without having withheld taxes and itm8 is subsequently required to pay such taxes, the Supplier shall reimburse such taxes upon request. In the event that the relevant authorities deem the Supplier to be employed by itm8, the Supplier shall reimburse all social security contributions, A-taxes and other costs incurred by itm8 as a result of such determination, and itm8 will withhold relevant income taxes and deduct such taxes from the agreed payments.

## 6 itm8 Supplier Code of Conduct

In fulfilling the Purchase Order, the Supplier undertakes to act in a socially responsible manner. The Supplier demonstrates social responsibility by addressing social and ethical challenges in accordance with internationally recognised principles, in dialogue with its stakeholders.

Suppliers Code of Conduct for Business partners available on <https://legal.itm8.com/> must be complied with at all times by the Supplier.

## 7 Working conditions

The Supplier shall ensure that employees of the Supplier and any subcontractors who assist in the performance of the Purchase Order are guaranteed pay (including special benefits), working hours and other working conditions which are not less favourable than those applicable to work of the same kind under a collective agreement concluded by the most representative social partners in Denmark in the relevant trade union field and which applies throughout the Danish territory.

The Supplier shall ensure that employees of the Supplier and any subcontractors inform the employees of the applicable working conditions.

Performance of the Purchase Order, as defined above, means work performed in Denmark for the purpose of performance of the Purchase Order.

Within 10 working days of itm8's written request, the Supplier shall provide relevant documentation that the pay and working conditions of the workers comply with the terms and requirements specified above, including in the form of pay and hour slips, payroll and employment contracts of its own workers as well as those of any subcontractors as well as any other documentation that itm8 deems necessary for itm8's assessment of whether the specified terms have been complied with by the Supplier and/or its subcontractors.

For the purpose of assessing whether the Supplier or subcontractors have complied with the above terms, itm8 shall further be entitled to seek advice from relevant employers' and/or employees' organisations.

The Supplier shall ensure that any information in the material provided by the Supplier concerning the racial or ethnic background, political, religious or philosophical

beliefs, health, sex life and sexual orientation, significant social problems and other purely private matters of the employees or employees of subcontractors is extracted before the material is transferred to itm8, and that any transfer of material in all circumstances is made in accordance with the legislation in force in Denmark at any time, including, but not limited to, personal data legislation.

## 8 Security of supply and approval

The Supplier shall deliver the Delivery covered by the Purchase Order in accordance with the time schedule set out in the Purchase Order.

As security of supply is essential to ensure the operation of itm8's business, the Supplier warrants that the Supplier can deliver/complete any Delivery covered by a Purchase Order according to the agreed time schedule.

If no agreement has been made on a specific time of delivery, delivery must take place within a reasonable and foreseeable time. If the time of delivery cannot be met, the Supplier shall immediately notify itm8 when the Supplier becomes aware thereof or should have become aware thereof. The notification must be made in writing, stating the reasons for the delay and indicating when delivery can take place. This does not imply that itm8 has accepted late delivery, and itm8's remedies for breach remain unaffected.

## Clauses restricting freedom of disposal

itm8 does not accept terms that directly or indirectly restrict itm8's freedom of disposal in relation to cooperation with third parties and customers, for example exclusivity, competition or customer restrictions, minimum purchase obligations, etc. Such terms on the part of the Supplier shall be disregarded in any context.

In this context, the Supplier guarantees that the terms contained in the Purchase Order do not contravene applicable competition law or other public law. Without prejudice to the limitations of liability set forth in the Purchase Order, the Supplier shall indemnify itm8 against any loss it may suffer as a result of claims by third parties, including public authorities, arising from such non-compliance.

## 9 Defects

The Delivery shall be deemed to be defective if it does not meet the agreed specifications or otherwise perform in accordance with generally accepted standards and norms applicable to the Delivery in question. Within a reasonable time after receipt, itm8 will examine the Delivery. Defects or deficiencies shall be notified to the Supplier within a reasonable time after the examination.

The Supplier is obliged to remedy all defects in the Delivery by repair or replacement without undue delay and free of charge and thus without any additional cost to itm8. If the Supplier fails to fulfil its remedy obligations within a reasonable time, itm8 may grant the Supplier a reasonable period of time to remedy the situation. If remedial action has not been taken within the period set, itm8 may have the necessary remedial measures or redelivery carried out at the Supplier's expense.

In addition to the above, itm8 has the remedies for breach that follow from the general rules of Danish law in relation to defects.

## 10 Product liability

In terms of product liability, the rules in force from time to time in Danish law shall apply. The Supplier shall indemnify itm8 against any product liability claims made by third parties against itm8 in respect of the Delivery. The Supplier shall at all times have a valid product liability insurance with sufficient coverage. Itm8 may request to see the policy and the receipt for the last premium payment.

## 11 Intellectual property rights

### Itm8's Data<sup>1</sup> and material provided by itm8

All property rights to itm8's Data, including modifications or enhancements to itm8's Data, and all Intellectual Property Rights in and to information and material provided by itm8 to Supplier or processed by Supplier, shall remain the exclusive property of itm8 or itm8's third party licensors, and none of these rights shall be assigned to the Supplier or any other party. In particular, all rights, property rights, Intellectual Property Rights and interest in and to the itm8's Data shall remain solely with itm8, whether or not the Supplier or any affiliated entities or other third parties have collected or maintained such itm8 Data at itm8's request or on its own initiative. The Supplier may only use itm8's Data for the purposes for which it was supplied or came into the Supplier's possession and only to the extent necessary to fulfil the Supplier's obligations to deliver the Delivery.

### Standard Software

If Standard Software, whether provided as a licence or a service (SaaS), for which the Supplier owns the Intellectual Property Rights is part of the Delivery, the Supplier grants itm8 a perpetual, non-exclusive and worldwide licence to use the Standard Software. itm8 is entitled to use the Standard Software for the intended use as covered by the Purchase Order. Unless otherwise agreed in the Purchase Order, itm8 is entitled to use the Standard Software without any restrictions as to the number of users or operating environments, number of copies, system, hardware or similar restrictions. This includes the following rights of use:

- a) There are no restrictions as to the location or removal of the hardware on which the Standard Software is used;
- b) The Standard Software can be installed and used in a test environment for testing and verification at no extra cost;
- c) itm8 may copy the Standard Software to the extent necessary, having regard to the location of the users, the number of users, backup and security.

In addition to the rights set forth in applicable law, itm8 shall also have the right to develop software interfaces between the Standard Software and any other Software owned or licensed by itm8. All Intellectual Property Rights in

such interface software shall vest in and belong exclusively to itm8.

itm8 shall not reverse engineer, decompile or disassemble the Standard Software without the prior written consent of the Supplier (except to the extent that applicable law expressly permits such action).

### Software development and setups

In case of the Supplier's development of modifications and setups to Software, the Supplier grants itm8 all Intellectual Property Rights therein. itm8 shall retain all rights to any copy, translation, amendment, adaptation or derivation of the modification/setup. For the avoidance of doubt, it is emphasized that itm8 has the exclusive right to copy, amend, modify, develop, sublicense, sell and assign the Intellectual Property Rights to the development/setup, which the Supplier has provided to itm8.

### Third-party products and open source

If the Purchase Order specifically refers to a third party software licence agreement for Software, such third party software licence agreement for such Software shall take precedence over the provisions of this clause and of the Purchase Order with respect to licensing/Intellectual Property Rights and warranty. However, the Supplier shall be liable for any obligations of the third party towards itm8 if the third party product is delivered as part of the Delivery.

The Supplier shall not include any Software subject to open source licence terms in any Deliveries without the express written consent of itm8.

### Rights to results

The Supplier assigns and transfers to itm8 all Intellectual Property Rights to the result of the Delivery that is not a pre-existing result. itm8 shall retain all rights to any copy, translation, modification, adaptation or derivation of such result. For the avoidance of doubt, it is emphasized that itm8 has the exclusive right to copy, amend, modify, develop, sublicense, re-license, distribute, sell and assign the Intellectual Property Rights granted to itm8 in such results.

The Intellectual Property Rights in any pre-existing material shall remain with the Supplier or a third party – if such material is provided by a third party.

The Supplier grants itm8 a perpetual, non-exclusive, royalty-free, worldwide licence to use the pre-existing result. The licence includes, but is not limited to, a right to copy, modify and distribute the pre-existing material without restriction.

### General knowledge

The parties shall have an unrestricted right to use, distribute and exploit any general knowledge, including, but not limited to, concepts, procedures, methods, know-how and general practices, developed or applied for the purpose of providing the Delivery, so long as such general knowledge does not contain any Confidential Information and/or does not form part of the Intellectual Property Rights of the other party.

<sup>1</sup> Itm8's Data includes all information provided for the Supplier's processing in connection with the supply of the Delivery, itm8-specific log files and support data generated in connection with

the supply of the Delivery, as well as statistical data generated automatically, or compiled manually by the Supplier, about itm8.

**Indemnity**

The Supplier shall indemnify itm8 against all losses, costs any action brought against itm8 alleging that any part of the Delivery infringes a patent, copyright or other Intellectual Property Right (whether existing now or in the future), provided that itm8 notifies the Supplier of the action within a reasonable time of becoming aware of it, does not admit any liability and gives the Supplier exclusive jurisdiction, information and assistance (at the Supplier's expense) to defend or settle the action. In connection with such a claim, the Supplier shall not take or refrain from taking any action that could reasonably be expected to damage itm8's reputation or goodwill. The Supplier shall pay all damages, costs and expenses (including, without limitation, legal costs and attorneys' fees) that itm8 may be ordered to pay or incur as a result of any such action, but shall not be liable for indemnification with respect to any settlement or agreement reached without the Supplier's consent. The Supplier shall also, at its option and expense: i) replace or modify the relevant part of a Delivery so that the breach or alleged breach is brought to an end without reducing the functionality of that part; or ii) obtain the right for itm8 to continue the use of that part of the Delivery.

The Supplier shall have no obligations in respect of any claim to the extent that such claim has arisen or is a direct result of itm8's modification of a Delivery after the Supplier's delivery to itm8, if such modification has not been made by or on behalf of the Supplier, in accordance with the Supplier's instructions or otherwise agreed with the Supplier.

If the Supplier fails to cure a breach of this clause or any other Intellectual Property Rights provision within 30 days after a dispute arises with a third party in the form of a claim for damages, legal action or the like against the Supplier or itm8, and such failure is material to itm8, itm8 may terminate the Purchase Order effective immediately without prior notice and claim repayment of any consideration already paid by itm8.

**12 Confidentiality**

The Supplier is obliged to observe confidentiality with respect to any material and information relating to itm8, as well as any information received from itm8 in connection with the performance of the Purchase Order, including the delivery and performance of the Delivery.

The confidentiality provision does not apply to material and information (1) that is in the public domain, (2) that is already known to the Supplier, (3) that is disclosed from third parties without restrictions on confidentiality, (4) that is independently developed by itm8, or (5) that is disclosed pursuant to a legal requirement or order.

The Supplier shall not publicly mention itm8 or the parties' contractual relationship without itm8's prior written consent.

The Supplier shall not directly or indirectly use itm8's name in press releases, public announcements, marketing material or corporate presentations without itm8's prior written consent.

The Supplier's confidentiality obligation shall be unconditional and unlimited in time, including after termination of the cooperation.

**13 Protection of the customer relationship**

In cases where the Supplier acts as a subcontractor to itm8, the Supplier recognises itm8's need for protecting itm8's customer relationship.

The Supplier therefore agrees, for a period of 12 months calculated from the termination of the cooperation, for whatever reason, to be prevented from providing, directly or indirectly, the same or similar supplies to the customer or customers of itm8 with whom the Supplier has cooperated with itm8 during the cooperation. This applies both as a direct supplier to itm8's customer or as a subcontractor to third parties who provide the same or similar supplies to itm8's customer.

Any violation of this prohibition will be sanctioned with an agreed penalty of DKK 100,000 per commenced calendar month of violation and shall be paid for each customer relationship.

The payment of a penalty does not prevent itm8 from seeking to bring the situation to an end by means of a temporary injunction under the rules of the Danish Administration of Justice Act.

itm8 is furthermore entitled to damages in the event of violations of the prohibition, if itm8's loss exceeds the agreed penalty paid by the Supplier. The claim shall be calculated on the basis of the general rules of Danish law, with itm8's lost profit being calculated on the basis of the extent of the Supplier's deliveries to customers qualifying as direct loss.

**Subcontractors**

The Supplier is entitled to use only (i) the subcontractors named in the Purchase Order or (ii) subcontractors subsequently approved in writing by itm8 at the request of the Supplier ("Permitted Subcontractors") in connection with the delivery of the Delivery.

The Supplier shall ensure that Permitted Subcontractors act in all respects in accordance with the terms and conditions set out in these Terms.

The Supplier shall be liable for the acts and omissions of Permitted Subcontractors as if such acts and omissions had been performed by the Supplier itself.

**14 Processing of personal data**

In the event that the Supplier, as an independent data controller, processes personal data collected from itm8 or the recipient in the context of this agreement, the Supplier shall be solely responsible for ensuring that a lawful basis for the processing exists, and the Supplier shall be responsible for ensuring that all relevant persons are provided with appropriate privacy information about the processing activities. The Supplier undertakes under this agreement to comply with all relevant data protection legislation, including the EU Data Protection Regulation (GDPR). The Supplier is entitled under this agreement to process such personal data collected from itm8 or received

as part of this agreement solely for the purpose of performing the agreement and providing the Delivery specified in the Purchase Order. Finally, the Supplier is obliged to notify itm8 in writing and without undue delay of any security breach involving or likely to involve personal data collected from itm8 or received under this agreement.

If the Supplier is a sub-processor in relation to itm8's customers, the Supplier is obliged to enter into the data processing agreement based on itm8 Sub Data processing Agreement, that are based on The Danish Data Protection Authority's recommended model clauses when itm8 so requires.

## **15 Governing law and jurisdiction**

Any disagreement or dispute concerning the understanding of the contractual relationship, which cannot be settled by negotiation between the parties, shall be settled in accordance with Danish law and, at itm8's option, by the ordinary Danish courts or by arbitration.

In the event of arbitration, disputes shall be settled by the Danish Institute of Arbitration in accordance with the rules adopted by the Arbitration Institute at any time in this regard. The arbitration tribunal shall consist of one arbitrator.