
General Terms and Conditions

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Section I – General Terms

1 Introduction

- 1.1 These terms and conditions ('**General Terms and Conditions**') constitute the general terms and conditions under this Section I ('**General Terms**') and the service terms and conditions under any subsequent sections ('**Service Terms**').
- 1.2 The General Terms apply to the provision of all types of products, deliverables, and services ('**Services**'). Each of the Service Terms apply in addition to the General Terms to the Service, for which they state to be applicable. The provisions of the Service Terms prevail in the event of conflict with the provisions of the General Terms.
- 1.3 The General Terms and Service Terms form an integrated part of an Agreement (as defined below). The provisions of the Agreement prevail in the event of conflict with the provisions of the General Terms or the Service Terms.
- 1.4 The General Terms and applicable Service Terms also apply to Services provided prior to entering into the Agreement as well as additional services derived from or otherwise related to the Services.

2 Agreement

- 2.1 '**Agreement**' means any agreement between any customer as set out therein ('**Customer**') and the supplier as set out therein ('**Supplier**') regarding provision of Services regardless of medium and method of entering into the Agreement and whether signed, confirmed by e-mail, or otherwise legally formed.
- 2.2 An Agreement may be made pursuant to a separate order, service agreement, work order, statement of work (SOW), email, or similar document containing information about the Services, the scope, price, and/or any special terms applicable to the Services.
- 2.3 Each Agreement constitutes an individual Agreement, separate from other Agreements entered into between the parties.
- 2.4 There are no cross effects between Agreements. Consequently, breach, defects, delay, termination for any reason etc. relevant to Services under one Agreement does not affect any other Agreement. Limitations of liability apply to and are calculated for each Agreement separately. Termination (for any reason) of an Agreement does not

affect any other Agreement and vice versa. In the event of termination of an Agreement, the Supplier shall continue to provide the Services in accordance with any other Agreements, including any underlying Agreements, unless such Agreements are also terminated.

Services

- 3.1 Each Agreement contains an exhaustive specification of the Services and the requirements that may be imposed, including scope, quantity and quality. If the Customer has specific expectations in this regard or other prerequisites, it is the Customer's responsibility to ensure that these are included in the Agreement.
- 3.2 The Services can be provided as a continuous and subscription-based service ('**Ongoing Service**') or as an ad hoc service.
- 3.3 Ongoing Service Agreements will include a description of the Supplier's tasks and obligations relating to establishment and transition ('**Transition In**') and/or specific obligations upon termination ('**Transition Out**'), if agreed.
- 3.4 Information provided by the Supplier in brochures, catalogues, price lists, advertisements, previous quotations, on webpages or verbally, as well as any terms or conditions in any purchase terms or such similar document provided by the Customer, does not apply to the Services, unless repeated in the Agreement.
- 3.5 Services must be provided in accordance with generally accepted good practice in a particular field ('**Good IT Practice**'), unless otherwise agreed in an Agreement in the form of specifications etc.
- 3.6 It appears from the Agreement to which extent the agreed Services are to be documented.

4 Customer's contracting party

- 4.1 The Customer may enter into Agreements with any group company of itm8 on the basis of these General Terms and the Service Terms.
- 4.2 The Customer's contracting party will be the legal entity identified in each Agreement, and other group companies will not be liable for performance of the Agreement.

5 Cooperation between the parties

- 5.1 The parties must loyally secure the performance of the Agreement in a flexible and cooperative manner necessary for the timely provision of the Services. Each party must ensure that the necessary organisational structure to do so is in place. The parties must ensure that their representatives have the necessary authority and decision-making competence.
- 5.2 The Customer must participate as agreed in the Agreement and provide such contribution and participation as may reasonably be expected or requested from time to time by the Supplier, including in relation to decision making, information and resources.
- 5.3 The Customer must, to the extent necessary for the Supplier's provision of the Services, obtain the necessary approvals, licences, authorisations, consents and permits to enable the Supplier to: (a) access the Customer's sites and

- contact the Customer's personnel, and (b) use, access, maintain and modify any software, hardware and other materials provided or made available by the Customer.
- 5.4 The Customer must minimise the risk of loss or damage to the Customer's IT systems, including by performing backup of data where such task is not included in the agreed Services, and ensure that any safety regulations or other guidelines that apply to the Supplier's access to the Customer's IT systems are explicitly specified in the Agreement.
- 5.5 If information provided by a party is inaccurate or incomplete, or a party fails to perform its obligations, the parties agree to negotiate in good faith reasonable changes ('Changes'), to the affected part(s) of the Services and/or Agreement.
- 6 Time schedule and delivery**
- 6.1 The Services are delivered in accordance with the deadlines and during the period set out in the Agreement ('Date of Delivery').
- 6.2 If tests have been agreed prior to the Date of Delivery and the Customer fails to carry them out, or if a Service is put into use without prior approval of the tests, the Date of Delivery shall be deemed to have occurred upon the Customer's use of the Service.
- 6.3 The risk of the Services passes to the Customer at the Date of Delivery.
- 7 Regulatory Compliance**
- 7.1 ('Regulatory Requirements') are defined as the mandatory rules, laws and standards prescribed by governments, industry associations or other regulatory bodies to ensure that companies and organisations operate in a manner that is compliant with legislation and ethical standards and which have the Supplier as the subject of obligation.
- 7.2 The Supplier shall conduct its business in accordance with Regulatory Requirements and the Supplier's Services shall comply with Regulatory Requirements applicable to the Supplier during the term of the Agreement, including any amendments thereto, and these obligations do not apply to Regulatory Requirements specific to the Customer or Customer's industry, unless the parties have explicitly agreed so.
- 7.3 The Customer is liable for ensuring that the Customer's specific use of the Services is legal, unless the particular Service is designed in a manner that a customary use will conflict with Regulatory Requirements.
- 7.4 The Supplier must keep updated about amendments of Regulatory Requirements that necessitate Changes of the Supplier's Services and notify the Customer of such need for Changes.
- 7.5 However, the Customer must keep updated about amendments of Regulatory Requirements that are specific to the Customer or Customer's industry and must notify the Supplier thereof, unless the parties have explicitly agreed otherwise.
- 7.6 Any Changes in Services necessitated by amendments of Regulatory Requirements will be handled as a Change pursuant to clause 9. The Supplier is entitled to payment for such Changes, regardless if they are requested by the Customer or the Supplier. Payment is based on the costs imposed on the Supplier to implement the Changes and on the principle that the Supplier's total costs related to the Change are divided between the affected Customers to a reasonable and possible extent.
- 7.7 Any changes in Services necessitated by amendments of the agreed audit or security standards will be handled as a Change on the part of the Customer.
- 7.8 The Customer is responsible for complying with the backup rules of the Accounting Act, including weekly backup and storage with unrelated parties in the EU/EEA. Supplier is not a provider of accounting systems and assumes no responsibility for the Customer's accounting material unless a separate backup service has been agreed in writing; in which case, itm8's responsibility is limited to the delivery in accordance with the service description and the general limitations of liability. In the event of termination/bankruptcy, the Supplier is not obliged to store or deliver data/backups without a separate paid agreement.
- 8 Audit statements and certifications**
- 8.1 If the Supplier is required under the Agreement to provide annual audit statements to verify compliance with requirements for IT security, personal data processing, etc., this is specified in the Agreement. The statement only covers the Supplier's standard Services.
- 8.2 If an audit statement includes remarks or other criticism related to the Supplier's performance of its obligations under the Agreement, the Agreement includes a description of the procedure to be followed.
- 8.3 Any certification requirements are also set out in the Agreement. The Supplier shall be entitled to replace a certification with an alternative generally accepted certification, provided that the latter is substantially equivalent to the certification originally agreed certification and provided that such replacement is objectively justified.
- 9 Changes**
- 9.1 To the extent that the General Terms or the Service Terms include a reference to a process for Changes, the terms of this clause 9 shall apply.
- 9.2 Changes to the Agreement, including the Services, must be in writing (e.g., digitally or via a platform provided by the Supplier). An Agreement may contain additional formal requirements for the procedure for Changes. Fulfilment of such formal requirements will be a condition for the validity of a Change in the cooperation, unless the Customer otherwise demonstrates its acceptance of the Change by its behaviour, for example through payment for the Changed Services, tacit consent, failure to complain immediately after the Customer is or should have been aware of the Changes, etc.
- 9.3 Reasonable time and materials spent by the Supplier, at the request of the Customer, in the analysis and preparation of Changes are payable by the Customer.
- 9.4 To the extent that changes in Regulatory Requirements and the Customer policies impacts the delivery of the Services, the impact on the Services is handled as a Change, unless otherwise specified in an Agreement.

- 9.5 The Supplier may adjust and amend the General Terms and Conditions and any separate Data Processing Agreement agreed between the parties with a prior written notice of 90 days if such changes do not impair the Customer's rights or if the changes are due to new legislation or case law that necessitates such changes.
- 10 Third Party Suppliers**
- 10.1 The Supplier may use sub-suppliers ('**Third Party Suppliers**') in the performance of the Services. Unless otherwise set out in an Agreement, the Supplier shall be liable for the services provided by the Third Party Supplier ('**Third Party Services**') in the same way as for its own services.
- 10.2 The Supplier must establish contracts, procedures and workflows ensuring compliance with the Agreement in case of the Supplier's use of Third Party Services.
- 10.3 If the Supplier uses Third Party Suppliers delivering specific Services to the Customer that cannot be replaced by a third party, the Customer may make the use of such Third Party Suppliers conditional upon the fact that the Customer is entitled to adopt an agreement with the Third Party Supplier in case of termination of the Agreement, ensuring the Customer's continued access to these Services.
- 10.4 When choosing Third Party Suppliers, the Supplier shall ensure that their services are suitable to support the agreed Services.
- 11 Standard Third Party Services**
- 11.1 Services may include deliveries from a Third Party Supplier which do not specifically contribute to the performance of an Agreement, but which are in the nature of a standard service used by the Supplier as a supporting service to a plurality of customers and in respect of which such deliveries are provided on standard terms by the provider ('**Standard Third Party Services**'). Such Standard Third Party Services may be made available as a Public Cloud service.
- 11.2 Standard Third Party Services are provided "as is", which means that the Third Party Provider's then-current terms and conditions for the content of these services and the conditions for the provision of these services apply to the service. This applies regardless of whether the terms and conditions are agreed directly between the Customer and the Third Party Supplier, or between the Supplier and the Third Party Supplier.
- 11.3 The terms for Standard Third Party Services take precedence over the General Terms and/or Service Terms, and the "as is" principle can only be deviated from for a Standard Third Party Service if this is specifically agreed in an Agreement regarding that service.
- 11.4 The Supplier has compiled the Third Party Suppliers' terms and conditions for Standard Third Party Services at [Legal & Compliance in itm8](#). It is the Customer's responsibility to familiarise themselves with these terms.
- 11.5 The Supplier will ensure that the links on the site to the Third Party Supplier's terms and conditions are up to date.
- 11.6 The Customer shall have easy access to the terms of access to the Public Cloud Services. The Supplier may comply with the duty to provide information by providing links to the terms to the Customer, for example on a customer portal, a website or similar.
- 11.7 The Supplier can at any time replace the Supplier's Third Party Services providers, provided however, that the Services in general do not deteriorate in relation to functionality etc. as a consequence of such replacement.
- 11.8 The Customer further accepts that Third Party Services are continuously developed and adapted on the basis of technological development, market demand, etc.
- 11.9 This clause 11 shall apply for any Standard Third Party Service, whether integrated in the Services or made available to the Customer as a standalone Service, and whether or not the Third Party Service is identified as a Standard Third Party Service in the parties' Agreement.
- 12 Retention of title**
- 12.1 Physical deliverables such as e.g. hardware are provided subject to retention of title. The Supplier retains full legal title to each unit notwithstanding the delivery to the Customer and possession and use of the unit by the Customer.
- 12.2 The Customer shall ensure that units subject to retention of title can be uniquely identified and separated from the Customer's other units, and the Supplier shall be entitled to request documentation thereof and to carry out checks in this regard at the Customer's premises during normal working hours. The Customer shall not be entitled to remove any labels on a device attached by the Supplier regarding the retention of title.
- 12.3 The Customer cannot pass on, lease, sell, pledge or otherwise dispose of units covered by retention of title in relation to a third party.
- 12.4 The retention of title remains in force until the Customer has paid the total remuneration for the affected unit, including applicable interest, costs and expenses.
- 13 Prices and terms of payment**
- 13.1 In general**
- 13.1.1 The Agreement sets out the prices to be paid by the Customer for the Services, including fixed periodic payments and payments based on use and for scaling of Services at unit prices. For any Services for which payment is not set out in the Agreement, the Services will be provided against payment on a time and material basis in accordance with the actual number of hours and materials spent in the delivery hereof and in accordance with the Supplier's generally applicable price list from time to time.
- 13.1.2 All prices are exclusive of VAT and other taxes. To the extent where the Services are subject to tax (including VAT, sales tax and any other kinds of duties and taxes), such taxes must be added to the price in accordance with the legislation in force and must be invoiced in accordance therewith.
- 13.1.3 If any new or adjusted sales taxes, general taxes, duties, contributions or similar duties and taxes are imposed by public authorities, prices must be adjusted with the net financial consequence for the Supplier.
- 13.1.4 The terms of payment are set out in the Agreement or specified on the Customer's invoice.
- 13.1.5 Interest on overdue payments accrue in accordance with applicable law.

- 13.1.6 The Customer must review invoices meticulously, and should the Customer want to dispute an invoice the Customer must do so in writing within one month after receipt of the invoice and state the reasons for the dispute.
- 13.1.7 The Supplier may collect and/or require information on the Customer's credit rating. Further, in case of a justified suspicion of inability to pay or actual non-payment, the Supplier may require prepayment or adequate security in the form of a bank guarantee by a well-reputed financial institution in an amount equal to the estimated payments for the Services, as a condition for the (continued) provision hereof.
- 13.2 **Regulation of the price for Ongoing Services**
- 13.2.1 The Supplier may invoice the Customer prior to delivery of any Ongoing Services as well as Services subject to a fixed fee.
- 13.2.2 The Supplier may adjust the agreed fixed fees for Ongoing Services and unit prices annually. The adjustment cannot exceed the largest of the annual adjustments in;
- I. The standardised wage index for the Supplier's industry or the Net Price Index, both as published by Statistics Denmark on the month before the annual renewal date for customers resident in Denmark; however, with a minimum of 2.5%, or
 - II. The standardized Labor Cost Index for tjänstemän (LCI tjm) preliminärt index, SNI 2007 kod J (Informations- och kommunikationsverksamhet) as published by the Statistics Authority SCB for the most recently published quarter before the annual renewal date for customers resident in Sweden, however, with a minimum of 2.5%, or
 - III. If the Customer resides in another country, the Supplier is entitled, without limitation, to adjust the prices annually on the basis of a corresponding index, however, with a minimum of 2.5%.
- 13.2.3 If the index in this clause is omitted, the regulation must take place on the basis on a corresponding index.
- 13.2.4 In case of changes in external costs from a Third party Supplier related to supporting an Ongoing Services, for example, but not limited to a) energy prices, currency rates, charges for insurance and carriage or b) price changes, licence models, binding periods etc. , the Supplier is allowed to without prior notice, in addition to the above, further adjust its charges/terms towards the Customer by the net impact of the changes when such changes come into effect for the Supplier. The Customer is entitled to receive, on request, a short, factual explanation of how the net impact has been calculated.
- 13.2.5 The Supplier may collect and/or require information on the Customer's credit rating. Further, in case of a justified suspicion of inability to pay or actual non-payment, the Supplier may require prepayment or adequate security in the form of a bank guarantee by a well-reputed financial institution in an amount equal to the estimated payments for the Services, as a condition for the (continued) provision hereof.
- 13.3 **Regulation of hourly rates**
- 13.3.1 Agreed hourly rates are regulated yearly in accordance with the Supplier's Commercial Terms at [Legal & Compliance in itm8](#).
- 14 Supplier's breach**
- 14.1 In general**
- 14.1.1 Unless otherwise specified in the Agreement, the ordinary rules of Governing Law shall apply in case of the Supplier's breach and as regards the Customer's remedies for breach with the modifications resulting from the General Terms.
- 14.1.2 Regardless of the reason for a delay or a defect, the Supplier must notify the Customer without undue delay if the Supplier knows that a delay or a defect of significant importance to the Customer has occurred.
- 14.1.3 The Customer shall, as a condition for invoking agreed remedies for breach, examine the Services without undue delay after the Date of Delivery. The Customer's remedies for breach, including for defects and delay, shall cease if the Supplier has not received written notice from the Customer without undue delay after the breach was discovered or ought to have been discovered.
- 14.1.4 The Supplier's liability for breach, including for defects and delay, shall in any circumstance cease no later than six (6) months after the Date of Delivery of the Services in question.
- 14.1.5 Notice of breach does not exempt the Customer from its obligation to pay invoiced amounts when due.
- 14.2 Supplier's delay**
- 14.2.1 A Service is delayed if the delivery takes place after a Date of Delivery agreed in an Agreement as a milestone for the Service in question and provided that the delay is insignificant and is caused solely by matters relating to the Supplier.
- 14.3 Defects in the Supplier's Services**
- 14.3.1 A defect in the Supplier's Services exists when they do not meet the requirements specified in the Agreement and provided that the defect is not minor.
- 14.4 Remedial action**
- 14.4.1 The Supplier is obliged and entitled to remedy the cause of delay and defects in the Services. The remedial action must comply with the deadlines, procedures and service targets specified in an Agreement. If remedial action is not comprised by the agreed service targets, remedial action must be carried out within a reasonable time, taking into account the nature of the situation and the importance of the matter to the Customer. The obligation to remedy delays or defects does not apply if the said delay or defect is insignificant to the Customer and if such remedial action will impose disproportionate costs on the Supplier.
- 14.4.2 If the delay or the defect has been caused by circumstances for which the Supplier is not liable, the Supplier is entitled to claim payment for such remedial action on a time basis pursuant to the hourly rates specified in Agreement.
- 14.4.3 Defects may at the sole discretion of the Supplier be remedied by remediation or replacement.
- 14.4.4 If the breach cannot be remedied within a reasonable time, taking into account the nature of the situation, the parties

	must in good faith discuss a remedial plan for the breach and any reasonable workaround.		b) Defects in the Customer's own software, including third party software or other systems provided by the Customer;
14.4.5	The Customer's claim for remedial action does not deprive the Customer of the right to claim other remedies for breach.		c) Force majeure;
14.5	Proportionate reduction		d) Matters for which the Supplier is not liable pursuant to other parts of an Agreement.
14.5.1	If the breach cannot be remedied, the Customer is entitled to claim a proportionate reduction in accordance with the ordinary rules of Governing Law. Proportionate reduction does not preclude the Customer from claiming damages if the Customer can prove a financial loss exceeding the proportionate reduction and, in that case, only for the difference between the proportionate reduction and the financial loss.	14.8.2	The above does not represent an exhaustive list of matters for which the Supplier is not liable.
14.5.2	If the Customer is entitled to a penalty on the basis of delay or non-compliance with service targets in an Agreement, the Customer cannot claim a proportionate reduction for the same matter.	15	Customer's breach
14.6	Damages	15.1	In general
14.6.1	The Customer may claim damages in accordance with the ordinary rules of Governing Law with the limitations specified in these General Terms.	15.1.1	By 'Customer's breach' is meant that the Customer does not contribute to the performance of an Agreement as agreed, either by not making the agreed payments or by not assisting the Supplier as agreed and furthermore by not meeting its obligations under the Agreement.
14.6.2	If the Customer exercise the right to claim a penalty, damages may only be claimed if the Customer has suffered a documented loss exceeding the penalty amount, and only for the difference between the penalty amount and the loss.	15.1.2	Unless otherwise specified in the Agreement, the ordinary rules of Governing Law shall apply in relation to the Customer's breach and the Supplier's remedies for breach in this regard.
14.7	Termination for cause	15.2	Default interest
14.7.1	The Customer may terminate an Agreement in whole or in part with immediate effect in case of the Supplier's material breach of the Agreement, provided that such material breach has not been remedied before expiry of a written notice of at least thirty (30) working days ('Working Days'), understood as Monday to Friday except for official Danish public holidays, 24 December, 31 December and the Danish Constitution Day on 5 June. The notice must include a description of the nature of the material breach and information that any non-compliance will lead to termination of the Agreement with immediate effect. If the material breach cannot be remedied within thirty (30) Working Days, the Customer may terminate the Agreement without prior notice.	15.2.1	If the Customer is in breach of its payment obligations, the Supplier is entitled to claim interest pursuant to the provisions of the Danish Interest Act (in Danish "renteloven").
14.7.2	The Customer's termination will take effect from the time of termination (ex nunc). However, where an Agreement provides for the provision of establishment and transition Services, termination will take effect from the date of the Agreement (ex tunc) if the termination occurs before the acceptance date.	15.2.2	In addition, the Supplier shall be entitled to withhold Services, and a payment default shall thus suspend the customer's right to demand that the Supplier comply with the 'Fix first/deliver first' principles set out in clause 28.
14.7.3	Regardless of the Customer's termination, the Supplier must continue the supply of the Ongoing Services pursuant to clause 20.3 and provide the Customer with the necessary assistance in case of termination if specified in an Agreement.	15.3	Compensation
14.8	Exemption from liability	15.3.1	The Supplier may claim damages for loss caused by the Customer's breach in accordance with the general provisions of Governing Law.
14.8.1	The Supplier is not liable for delays and defects related to the Services to the extent such delays or defects are due to:	15.3.2	The Supplier may claim damages for time spent internally which has been caused by the Customer's breach, and which is calculated on the basis of the hourly rates specified in the Agreement breached.
	a) The Customer's breach, regardless if such breach has been caused by the Customer itself or its sub-suppliers or other business partners;	15.4	Termination for cause
		15.4.1	The Supplier may, with respect of section 15.4.4, terminate an Agreement with immediate effect if the Customer does not pay the agreed amounts in due time.
		15.4.2	If the payment is disputed, the situation of non-payment may be temporarily remedied by the Customer providing security for the disputed amount, by depositing the amount in the Customer's bank, and the Customer providing appropriate documentation.
		15.4.3	The Supplier may furthermore terminate an Agreement with immediate effect if the Customer's non-contribution to the performance of the Agreement can characterised as a material breach of the Customer's duty of contribution under an Agreement.
		15.4.4	Termination is only possible if the breach has not been effectively remedied within thirty (30) Working Days after the Supplier has demanded in writing that the Customer must fulfil its duty of contribution. The demand must include a description of the non-contribution and

	information that any non-compliance will lead to termination of the Agreement with immediate effect.		Services that cannot be reallocated, are deemed a direct loss.
15.5	Continued supply of Ongoing Services regardless of breach	16.3	In particular on cybercrime and data loss
15.5.1	The ordinary rules of Governing Law on the right of retention generally apply in the event of breach by the Customer.	16.3.1	The Customer acknowledges and accepts that the Supplier and its Third Party Suppliers do not have the ability to control the Internet and prevent cybercrime ('Cybercrime') (in the form of any criminal or unauthorised act carried out via or against information and communication technology, including computers, networks and digital systems. This includes, but is not limited to, hacking, ransomware attacks, phishing, identity theft, data theft, fraud, cyber terrorism and other malicious activity targeting the integrity, confidentiality or availability of systems). On this basis, the Supplier cannot be held liable for Cybercrime and disclaims any liability and any obligation to pay compensation for damages caused by Cybercrime...
15.5.2	The Supplier must, however, at the written request of the Customer, continue to provide Ongoing Services pursuant to the Agreement regardless of the Customer is in breach, unless the breach is related to the Customer's payment default, or the Supplier terminates the Agreement as a result of the Customer's material breach. In such cases, the right to demand continued maintenance of the agreed Service shall lapse, and in such cases the Customer shall be deprived of the rights otherwise provided for in clause 28.		
15.5.3	In other situations, Supplier's obligation to continue to provide the Ongoing Services is conditional upon the Customer following the agreed procedures set out in clause 28.4.	16.3.2	In the event of loss of or damage to Customer's data due to the Supplier's breach (circumstances for which Supplier is solely responsible), the Supplier shall use reasonable and customary efforts to restore such lost or damaged data from the latest backup copy. If the Supplier is not responsible for restoring and backing up Customer Data as part of the provision of the agreed Services, the Supplier's remediation obligation under this provision presumes that the Customer itself has a backup and restore strategy that ensures that Customer Data remains accessible, protected and can be restored in accordance with Best Practice
16	Limitation of liability		
16.1	Monetary limitation of liability		
16.1.1	A party's total claim for proportionate reduction, damages and penalty is limited to 100% during a twelve (12) months' period of the amount received by the Supplier during the preceding twelve (12) months. If a period of twelve (12) months has not yet passed, the limitation of liability will be calculated as the average of the amounts received during the months passed multiplied by twelve (12). The limitation applies regardless of whether the claim is based on contract, indemnity, statute or equity.	16.3.3	Losses that would otherwise be covered by cyber security insurance customary for the Customer's industry, with coverage for restoration of data after Cybercrime, cannot be claimed from the Supplier unless the Customer can document that such insurance could not have been taken out, including coverage for the loss claimed by the Supplier.
16.1.2	The limitation on the amount set out in clause 16.1.1 is increased to 150% of the defined amount for the Customer's loss arising from unlawful processing of personal data, including the costs of damages and compensation to data subjects.	16.4	Other terms relating to agreed limitations of liability
16.1.3	However, if the Supplier has paid damages and/or other amounts to a data subject based on Governing Law, the Customer shall indemnify the Supplier for the amount paid in excess of the agreed limitation of liability.	16.4.1	The limitations of liability set out in clause 16.1 and 16.2 may not be invoked in the following situations:
16.2	Other limitations		
16.2.1	A party's liability does not extend to indirect loss, including operating loss, consequential damages or any other indirect loss.		a) losses caused by non-payment of overdue invoices;
16.2.2	A party's liability does not include the following types of loss, whether categorised as direct or indirect loss:		b) losses that cannot be excluded or limited under applicable mandatory law in the country where the Customer is domiciled;
	a) The Customer's lost revenue (lost profit or earnings)		c) product liability in case of death or personal injury;
	b) Expected or foreseen savings		d) a claim made by, and finally awarded to, a third party that a Service infringes its intellectual property rights;
	c) Loss of goodwill		e) financial claims made against the Supplier by third parties as a consequence of the Customer's defective or erroneous licensing of the Software, including the Supplier's internal and external costs related to handling such matter;
	d) Loss caused by business interruption		f) gross negligence, wilful misconduct or fraud.
	e) Reduced business value	16.4.2	The Supplier is not liable for loss or damages arising from the Customer's or a third party's implementation of, changes to or interference with the Services.
	f) Loss due to data loss	16.5	Product liability
16.2.3	Necessary loss mitigation costs, including cover purchases, Supplier's lost profits under the Agreement, increased resource spend by Supplier or payment for Professional	16.5.1	The Supplier's product liability is according to the general rules of Governing Law, as the limitations of liability in accordance with clauses 16.1 and 16.2 also apply to claims

	for damages in the event of product liability, cf., however, clause 16.4.1 (c).		terminate at the time of termination of the Agreement. The right of use may be further regulated in an Agreement.
17	Insurance	18.3.2	The right of use shall be suspended upon default of payment by the Customer, after which the Supplier may terminate the Customer's access to the Software without notice.
17.1	The Supplier must take out general third party liability insurance including what is considered fair and reasonable coverage of Services in the Supplier's industry, and including any product liability and professional liability of the Supplier pursuant to the ordinary rules of Governing Law.	18.3.3	If the Supplier provides the Customer with a licence for third party software as part of an Agreement, the Customer's rights and obligations, including in relation to access to the use thereof, shall be governed solely and exhaustively by the licence terms laid down by the third party which are applicable to the third party software in question at any time.
17.2	The Supplier recommends that the Customer obtains an up-to-date cyber security insurance (covering at least data recovery after viruses, etc.) and the Customer is in any case obliged to insure the value of its own data.	18.4	Change of distributor – third party software
17.3	To the extent that the performance of Services entails that the Supplier must take out additional insurance, for example as a result of postings abroad etc., the Supplier will take out the necessary insurance for the employees, unless otherwise stated in the Agreement, and the related costs can be invoiced to the Customer in the same way as other external costs for travel, etc.	18.4.1	If the Customer uses distributors in connection with the licensing of third party software, and the licensor permits the Customer to replace its existing distributor of the licensor's third party software with a different and new distributor of the licensor's third party software, the Customer hereby authorises the Supplier to effect such distributor change on behalf of the Customer if the Customer so requests the Supplier in writing. This authorisation includes all actions necessary in connection with the execution of a change of distributor of third party software on behalf of the Customer, including signing on behalf of the Customer such documents as the licensor may require.
18	Intellectual property rights	18.5	Third parties' rights to software
18.1	In general	18.5.1	Each party must have the required rights to use third party software or make the software in question available to the other party, as provided by an Agreement.
18.1.1	Both parties will retain any intellectual property rights that existed prior to the signing of an Agreement.	18.6	Documentation rights etc.
18.1.2	The Supplier (or the Supplier's licensors) shall own and be the author of all intellectual property rights in the results of the Services provided in connection with the performance of an Agreement, including but not limited to any linguistic models, training sets, machine-learning data or routines, conversation patterns or sequences, algorithms, predictive analytics, generative models, or artificial intelligence-driven decision-making systems created to support the Services (including any intellectual property rights jointly created with the Customer).	18.6.1	The Supplier retains all intellectual property rights to its documentation (' Documentation '), tools and methods developed or made available to the Customer for the performance or use of Services under an Agreement.
18.1.3	The Customer is entitled to allow other legal entities to access a Service to the extent expressly stated in the Agreement.	18.6.2	Subject to the timely payment by the Customer of all amounts due, the Customer acquires a perpetual and non-exclusive right of use to any description and Documentation of the Customer's own systems and business processes developed by the Supplier under an Agreement. Thus, the Customer has an unrestricted right to use, amend, transfer and versions of such reports, specifications, recommendations, charts and other customer-specific descriptions of the Customer's systems and business processes, which may be developed under an Agreement. The right of use shall also apply after termination of the Agreement.
18.2	Customer materials	18.6.3	If the Customer does not have access to the Supplier's operating documentation or only has limited access thereto, the Customer may, if so required, demand to receive a copy thereof in a generally accepted readable format at a recognised medium. The Customer has a perpetual and non-transferable right to use the operating documentation.
18.2.1	If under an Agreement the Customer grants the Supplier the right to use materials in the form of, for example, tools, documentation or software for use in or as a basis for the provision of agreed Services, it is agreed that it is the Customer's responsibility to ensure that the right of use covers the use that is necessary for the performance of the Agreement. The right of use is limited in time, non-exclusive and non-transferable.	18.6.4	The Customer may give a third party the required insight into the operating documentation in order for the said third party to take over the delivery of similar services. The Supplier may make this conditional on the third party
18.2.2	The right of use only includes use required for the performance of the Agreement and will terminate at the time of termination of the Agreement.		
18.3	The Supplier's software and third party software		
18.3.1	The Supplier grants to the Customer, with effect from the conclusion of the Agreement or such other time as may be specified in the Agreement, a non-exclusive, time-limited and non-transferable right to use the Supplier's own software expressly covered by the Agreement. The right of use only comprises the Customer's internal use and will		

	signing a customary declaration of confidentiality and respect for the Supplier's rights.		pursuant to Regulatory Requirements, the Customer is granted a right of termination before the expiry of an agreed Agreement period, this will not exempt the Customer from having to pay either an agreed notice of termination or, alternatively, compensation based on applicable law, unless the same Regulatory Requirements prevent the Supplier from claiming such payment.
18.7	General knowledge and feedback		
18.7.1	The Supplier is free to use the general knowledge and knowhow acquired when working for the Customer, which, however, does not include customer-specific information.		
19	Infringement of third party rights	20.1.2	The Agreement shall remain in force until the date on which it is terminated in accordance with its terms, unless it has been terminated at an earlier date as a result of termination for cause or convenience by either party in accordance with the Agreement.
19.1	Notwithstanding generally applicable limitations of liability, a party (' Defending Party ') must defend, indemnify and hold harmless the other party (' Affected Party ') pursuant to this clause 19 for any justified claims submitted against the Affected Party, or finally awarded to, a third party that the Service infringes the third party's intellectual property rights.	20.2	Termination
19.2	Indemnification is conditional upon the Affected Party:	20.2.1	The parties' right to terminate an Agreement is set out in the Agreement.
	a) promptly notifying the Defending Party of the claim, giving the Defending Party the option of taking over the defence hereof;	20.2.2	In the event of the Customer's termination for convenience, the Customer shall pay, in addition to any fee specified in the Agreement:
	b) giving the Defending Party any reasonably requested information and cooperation and sole authority to defend and settle the claim; and		a) the charges accrued for the Services until the date when termination for convenience is made;
	c) not making any statement which may prejudicially affect the chances of settlement or defence of the claim.		b) for Services delivered during the termination period; and
19.3	The Defending Party 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.		c) for Professional Services allocated during the termination period which the Customer does not want to be used during the termination period and which cannot reasonably be reallocated to other similar payable work for other existing customers of the Supplier before the expiry of the termination period.
19.4	Alternatively, the Defending Party may terminate the Agreement (or the part related to the infringing Services) with immediate effect against repayment of all amounts for the terminated part of the Agreement received within a period of twelve (12) months after the notice of the infringement to the Defending Party, without the obligation to indemnify further loss or costs.	20.2.3	In the event of termination by the Supplier, the Customer shall pay the amounts specified in clause 20.2.2 (a) and (b).
19.5	The Defending Party's obligations do not apply if the claim or final judgment is based on:	20.2.4	Termination shall have prospective effect only (ex nunc) and shall not entitle the Customer to a refund of any amounts already paid.
	a) the Affected Party's non-compliance with the Agreement;	20.3	Continued delivery after termination of the Agreement
	b) the Affected Party's integration of the Services etc. with a third party product, data or business process including third party add-ons or software; or	20.3.1	If the transfer of Services from the Supplier to the Customer or to a third party appointed by the Customer has not been completed at the time of termination of the Agreement, the Customer may extend the Agreement for three (3) months at a time on unchanged terms with at least one (1) month's notice prior to the end of the Agreement. The Customer may repeat this extension until the transfer of Services has been completed, subject to a maximum of six (6) months from the date of termination.
	c) use of the Services for other purposes than the intended purpose and/or contrary to the instructions regarding proper use.	20.3.2	If this extension imposes any additional costs on the Supplier in addition to the agreed remuneration, the Supplier may claim that such costs are to be paid by the Customer, unless the delay in the transfer of the Services has been caused by matters for which the Supplier is liable. If the failed transfer concerns only parts of the Services, the Customer may extend the Agreement for these Services in accordance with this paragraph.
19.6	This clause 19 is the Affected Party's sole and exclusive remedy in relation to infringement of third party intellectual property rights.	20.3.3	If the Agreement is terminated as a result of the Customer's breach, the Supplier may require the Customer to provide a demand guarantee for future payments to the Supplier as a condition for the Supplier's continued delivery.
20	Duration and termination	20.3.4	The Supplier's fulfilment of any obligations under the Agreement relating to termination assistance is conditional upon the Customer not, during the period in which the
20.1	Term		
20.1.1	The term of the Agreement (and any licences and/or services granted hereunder) is set out in the Agreement. If,		

	Supplier is to fulfil its obligations regarding termination assistance, the Customer must not offer the Supplier's employees who are involved in the provision of termination assistance or Services during the notice period employment or affiliation as consultants, etc. If the Customer chooses to disregard this, the Customer agrees that the Supplier's obligations will lapse, unless the Customer can document that the situation has no influence on the Supplier's correct fulfilment of accepted obligations. The Customer shall also cover the Supplier's documented additional costs, and the Supplier cannot be held liable for delays directly or indirectly related to the Customer's employment of the Supplier's resources.		Services, data which in any manner relates to any of the Customer's end users, and/or all data provided to the Supplier by any client of the Customer (' Customer Data ').
		22.1.2	Customer holds all rights to Customer Data.
		22.1.3	The Supplier cannot retain Customer Data. This applies even if the Customer has breached its obligations under the Agreement, or if some kind of dispute or disagreement has occurred between the parties.
		22.1.4	The Customer is responsible for the accuracy and integrity of Customer Data processed by the Supplier when using the Services; and the Customer's transfer, migration and/or conversion of Customer Data to or from the Services.
21	Force Majeure	22.1.5	If, under the Agreement, the Customer requests the Supplier's co-operation in obtaining data from mobile devices made available to employees, or from the Customer's server environment in which there is data marked as "private" or otherwise marked as belonging to an employee, the Customer warrants that all necessary consents have been obtained from the respective employees prior to any request for data collection. This applies regardless of whether consent and/or the duty to inform follows from an agreement entered into between the employee and the Customer, or if this follows from applicable legislation. The Customer is responsible for complying with all relevant data protection laws and regulations in connection with the data collection, including ensuring that the instructions which the Supplier receives from the Customer are lawful. As the Supplier acts in all respects under the Customer's authority, the Customer will, without regard to such limitations of liability, etc. as may otherwise be agreed between the parties, indemnify the Supplier against any claim, loss, damage, costs (including reasonable legal costs) or liability that the Supplier may incur from employees and/or third parties in general, directly or indirectly related to the activities carried out under this agreement.
21.1	Neither party shall be deemed to be in breach of any provision of an Agreement or in default of its obligations hereunder (other than payment obligations) as a result of acts or events beyond that party's reasonable control, including force majeure, civil or military authority, acts or threats of terrorism, Cybercrime, geopolitical events, civil disturbance, war, riot, strike or labour dispute (not related to either party's workforce), fires, floods or acts of government (each a ' Force Majeure Event ')	22.1.6	The Customer is also made aware that there is an immediate risk that devices may suffer irreparable damage during data collection tasks, and the Supplier expressly disclaims any liability in this regard.
21.2	Circumstances that occur with a Third Party Supplier are only considered a Force Majeure Event if the Third Party Supplier faces an obstacle comprised by clause 21.1 and which neither the sub-supplier or the Supplier should have avoided or overcome with a reasonable and proportionate effort.	22.2	System Information
21.3	Force Majeure in case of delay cannot be claimed for more days than the number of days for which the Force Majeure Event is upheld. If a deadline for the Supplier is extended due to a Force Majeure Event, any payments relating thereto will be postponed accordingly.	22.2.1	Customer Data shall belong to the Customer, cf. clause 22.1.2, and the Supplier shall not use Customer Data for any purpose other than in the performance of the Services and shall keep such data confidential.
21.4	Force Majeure may only be claimed if the party in question has given written notice thereof (in which case it is not necessary to qualify the matter as a Force Majeure Event) to the other party no later than ten (10) Working Days after the Force Majeure Event has occurred.	22.2.2	Subject to clause 22.2.1, the Supplier may:
21.5	The party not affected by the Force Majeure Event may terminate the Agreement without notice if the Force Majeure Event is upheld for more than sixty (60) Work Days upon written notice in accordance with clause 21.4.	a)	collect and derive information, statistics, and metrics regarding Customers use of Services or from Customer Data (' Systems Information '), and may use such Systems Information to support, maintain, monitor, operate, develop, and improve its Services or enforce its rights, provided that any Systems Information derived from Customer Data is aggregated with other information so that the original Customer Data is not identifiable.
21.6	Where an Agreement imposes on the Supplier obligations to mitigate the consequences of a Force Majeure Event, those obligations shall apply independently of this clause 21, and the Supplier shall not be entitled to claim exemption from liability in the event that the Supplier fails to comply with those obligations. Unless otherwise agreed between the parties, Supplier's actions under this clause will be invoiced to Customer.	b)	disclose Systems Information to subcontractors and third parties to the extent reasonably required for such partner to fulfill its obligations related to the delivery of Services. To determine unauthorized use of software licenses, Supplier reserves the right to embed a reporting mechanism in Software.
21.7	Force Majeure Events does not exclude the right to a proportionate reduction.		
22	Data		
22.1	Customer data		
22.1.1	Customer data includes all information provided for the Supplier's processing in connection with the provision of agreed Services, customer-specific log files and support data generated in connection with the provision of agreed		

c)	use System Information for the purpose of verifying/auditing correct licensing at the Customer, including reserving the Supplier's right to embed a reporting mechanism in the software.	23.2.2	Any change requests by the Customer due to changes in the Customer's internal security regulations shall be handled as a Customer Change.
22.2.3	The use of data in accordance with 22.2.2 will strictly adhere to Regulatory Requirements.	23.2.3	The Customer may not require the Supplier's employees to personally accept any terms relating to the Customer's IT security policy.
22.3	Use of AI based on Customer Data	23.3	Supplier's own amendments
22.3.1	The Supplier may utilize anonymized and aggregated Customer Data obtained during the delivery of Services for commercial activities, statistical and research purposes, as well as for product, platform and service development and enhancement, including for the purpose of training artificial intelligence ('AI') systems. The Supplier ensures that no personally identifiable information or other sensitive Customer Data will be incorporated into AI training datasets without the explicit consent of the Customer.	23.3.1	The Supplier's amendment of security precautions which are not customer-specific but are made as part of an adjustment to good IT practice and general security regulations and which are to apply for several of the Supplier's customers will be carried out at the Supplier's own expense and at the Supplier's discretion.
22.3.2	In the development and application of AI systems using Customer Data, the Supplier shall respect generally accepted ethical AI principles, including transparency, fairness, and accountability. The Supplier will take measures to prevent biases and unintended consequences in AI models trained with Customer Data. The Supplier shall establish mechanisms for continuous monitoring of and compliance with Regulatory Requirements regarding data protection and privacy standards. This includes periodic reviews of AI training practices to ensure adaption to new Regulatory Requirements.	23.3.2	If the amendments result in the Supplier not being able to comply with agreed requirements in an Agreement and provided that there is a deterioration of agreed requirements, the amendments shall be handled in accordance with the rules on Changes set out in clause 9.
22.3.3	The Supplier accepts accountability for the actions and outcomes of AI systems trained using Customer Data. In the event of any negative impact or unintended consequences, the Supplier will work collaboratively with the Customer to rectify any issues and implement corrective measures. The Supplier's accountability shall not extend to outcomes resulting from misuse of AI-generated outputs by the Customer or third parties.	23.3.3	Regardless of the contents of the Customer's internal security regulations, the Supplier is entitled to make any technical adjustments of its operating environment at its own expense with a view to continuously prevent or remedy well-known security risks.
22.3.4	The Supplier commits to periodically delete, in accordance with Regulatory Requirements, any Customer Data used for both security testing and AI training that is no longer necessary for the stated purposes.	23.4	Protection of IT environments
22.3.5	The Customer will not, and will not permit any third parties to, use Supplier Services (or any content, data, output, or other information received or derived from Supplier Services) to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms, automated decision-making processes or AI systems, or input or upload any confidential Supplier information into an AI system or application.	23.4.1	The Supplier shall use up-to-date protection measures against virus and hacker attacks in own IT environments when delivering agreed Ongoing Services, so that these are in line with good IT practice in the industry.
23	Security	23.4.2	Any specific requirements for e.g., scanning of software deliveries to prevent the spread of malware, encryption of emails and hard drives, use of VPNs, automatically updated end-point protection, protocols to support cryptographic algorithms, user authentication functionality, firewalls on all clients and the like, will have to follow from the Agreement.
23.1	In general	23.5	Recovery plans and backup
23.1.1	The Supplier must observe the security precautions explicitly set out in an Agreement.	23.5.1	The Supplier shall have systems, procedures, and agreements in place to ensure that agreed Services including backup are provided in accordance with the specifications in an Agreement.
23.2	Customer's internal security regulations	23.5.2	The Supplier must at any time have recovery plans and related systems, procedures and agreements ensuring recovery of Services in case the Supplier may be exposed to fire, flooding, stroke of lightning and other similar extraordinary events. Recovery plans, including systems, procedures and agreements required to secure the agreed Services, must be documented by the Supplier if requested by the Customer. Once every year, the Supplier must document towards the Customer that the preparedness has been tested and works in accordance with the recovery plan.
23.2.1	The Supplier shall perform the agreed Services in accordance with the Customer's internal safety regulations, if any, to the extent that these are accepted under an Agreement.	23.6	Security incidents
		23.6.1	A security incident is an incident that adversely affects or is deemed likely to adversely affect the availability, integrity or confidentiality of data, information systems, digital networks or digital services and that occurs in connection with the Supplier's Services ('Security Incidents').

23.6.2	The Supplier shall respond to Security Incidents when the Supplier becomes aware of them and otherwise take the initiative to ensure their appropriate handling in accordance with Good IT Practice, which includes for example: - the obligation to carry out or assist in root cause analysis. - the obligation to provide documentation and advice on any security defects in the Services. - the obligation to take immediate remedial action and implement workarounds. - the obligation to share descriptions of systems and products involved. - the obligation to share preliminary and final analyses of threats, vulnerabilities, and criticality. - the obligation to provide regular information on actions, plans, status, and the obligation to keep a detailed log thereof.	24.2	Exclusions to confidentiality
23.6.3	The Supplier's assistance in dealing with Security Incidents may be invoiced on a time basis if the Supplier can demonstrate that the Security Incident is not attributable to circumstances for which the Supplier is responsible.	24.2.1	The Supplier may disclose Confidential Information (i) to its Third Party Suppliers, to the extent such disclosure is required and confidential, for the Third Party Supplier to be able to assist the Supplier with the performance of an Agreement, and (ii) to a third party and its advisors in connection with a divestiture of one or more of the Supplier's companies, business units, etc.
23.7	Security breaches	24.2.2	The Customer may disclose Confidential Information to consultants, other suppliers and other parties providing assistance to the Customer, on the condition that these parties sign a written confidentiality statement similar to the one which has been imposed on the Customer pursuant to these terms. This furthermore applies to the Customer's communication with any new and potential suppliers in connection with the termination of an Agreement. The right to disclosure does not include trade secrets.
23.7.1	If the Supplier registers a security breach in the form of a personal data breach, the Supplier must notify the Customer thereof without undue delay and in accordance with Article 33 of the General Data Protection Regulation. This applies even if the security breach has been remedied and the affected personal data was not compromised.	24.2.3	The parties may pass on Confidential Information to the extent required pursuant to legislation, judgments delivered by courts or orders from public authorities or administrative bodies.
23.7.2	Such notice must be followed by a detailed statement of the security breach, which complies with the requirements specified in Article 33 of the General Data Protection Regulation, including the requirements to the contents of a notification to the supervisory authority. The statement must be submitted, as far as possible, within forty-eight (48) hours after the Supplier has become aware of the security breach.	24.2.4	The confidentiality obligation shall furthermore apply after termination of an Agreement, regardless of the reason therefore.
23.8	Processing of personal data	24.3	Supplier's references and disclosure
23.8.1	If, in the performance of an Agreement, the Supplier undertakes to process personal data on behalf of the Customer (as a data processor), the parties must enter into a separate data processor agreement based on the Supplier's standard which complies with relevant Regulatory Requirements. The provisions of the data processor agreement prevail in the area of processing of personal data in the event of conflict with the provisions of the Agreement, the General Terms or the Service Terms.	24.3.1	The Supplier may only include the Customer's name in a list of references, and use the Customer's name for marketing purposes, after having received Customers consents thereto.
24	Confidentiality	24.3.2	The parties cannot disclose information to the press about matters related to an Agreement without the other party's prior written consent, unless such disclosure only concerns matters which have already been made available to the public.
24.1	Confidentiality requirements	24.3.3	Personal information subject to privacy laws is not <i>per se</i> confidential information.
24.1.1	The parties, their employees and the Supplier's Third Party Suppliers must observe confidentiality to a reasonable extent as regards information related to each other or a third party, of which they obtain knowledge in the course of performance of the Agreement, and which is not and will not be publicly known (' Confidential Information '). Neither party may use or disclose such information unless this is due to the performance of the Agreement and in accordance with this provision.	25	Assignment
		25.1	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.
		25.2	Notwithstanding any provision to the contrary, the Supplier may, at its sole discretion, assign the Agreement, in whole or in part, to (a) one of the Supplier's group companies or (b) to a third party as part of a sale of one or more of the Supplier's companies, business units, etc.
		26	Validity and severability
		26.1	If a provision in an Agreement is considered illegal, invalid or unenforceable, such provision shall be enforced to the maximum extent possible, and such provision shall not affect the legality or the validity of any other provisions.
		27	Compliance
		27.1	Code of Conduct
		27.1.1	The Supplier must comply with its currently applicable Code of Conduct at Legal & Compliance in itm8 .

- 27.1.2 To the extent that the Customer requests the Supplier to adhere to the Code of Conduct or other forms of policies regarding the fulfilment of requirements in the field of ESG, the Supplier will be entitled to separate remuneration if the fulfilment of such policies imposes settlements on the Supplier that do not already follow from the Supplier's fulfilment of its own Code of Conduct and underlying Corporate Governance and General Compliance Policies, as these are at all times applicable and adopted for the Supplier. The Supplier will in any case be entitled to separate payment in connection with the Customer's request for the collection of information and response to the assessment linked to the Customer's demand for fulfilment of the Code of Conduct aimed at the Customer's suppliers, including also for assistance in connection with the performance of audits/ due diligence to verify the fulfilment thereof. The purpose of acceding to the Customer's Code of Conduct will be solely to determine through this the Supplier's obligations regarding social and environmental responsibility and business ethics. If the Customer's policies contain other provisions, e.g. regarding default, obligations in relation to third parties (supply chains), guarantee, liability, etc., the parties agree that these provisions must be disregarded in all relations between the Supplier and the Customer.
- 27.1.3 The Supplier may suspend its performance of the Agreement to the extent required by applicable law at the Customer's residence jurisdiction.
- 27.2 **Trade Compliance**
- 27.2.1 The Customer represents that, neither the Customer nor any of its subsidiaries or any director, officer, controlled affiliate or, to the Customer's knowledge, any employee, agent, other affiliate or representative of the entity, is a government, individual, or entity (in this paragraph (tt), **'Person'**) that is, or is owned or controlled by, a Person that is:
- i. the subject of any sanctions administered or enforced by the United Nations Security Council or the European Union or other relevant national sanctions authorities t (as amended, collectively, **'Sanctions'**), nor
 - ii. located, organized or resident in a country or territory that is the subject of Sanctions that broadly prohibit dealings with that country or territory (<https://www.sanctionsmap.eu>) (the **'Sanctioned Countries'**).
- 27.2.2 Furthermore, the Customer represents and covenants that it will not, directly or indirectly, use or lend, contribute or otherwise make available the Services or any results of Suppliers Servicesto any subsidiary, joint venture partner or other Person:
- i. to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions or is a Sanctioned Country; or
 - ii. in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as an underwriter, advisor, investor or otherwise).
- 27.2.3 The Customer represents and covenants that, it has not engaged in, is not now engaging in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions or is or was a Sanctioned Country.
- 27.2.4 The Supplier may suspend its performance under the Agreement to the extent required by applicable law in the country where the Customer is domiciled.
- 28 'Fix and deliver first, settle later' – Ongoing Services**
- 28.1 When delivering Ongoing Services, the Supplier shall initiate remedial action in accordance with clause 14.4, regardless of whether Supplier disagrees with the Customer's objections regarding defects (**'Fix first, settle later'**).
- 28.2 The Supplier shall provide all Ongoing Services that are critical to maintaining the continued operation of the systems comprised by the Ongoing Services, regardless of whether the Supplier disagrees that the Ongoing Service is separately payable (**'Deliver first, settle later'**).
- 28.3 The Supplier shall not be entitled to exercise any right of retention, stop or otherwise delay the supply of the Ongoing Services if the Customer exercises its right under clause 28.1 or 28.2 and the Customer does not comply with the procedure in clause 28.4. Otherwise, the Supplier may cancel the Ongoing Services without liability.
- 28.4 If the parties disagree as to whether there is an obligation to remedy or a claim for payment for the provision of an Ongoing Service, the parties shall seek to resolve the disagreement without undue delay. If the dispute is not resolved within five (5) Working Days, the Customer shall, without undue delay and within five (5) Working Days after being requested to do so by the Supplier, arrange for an advisory opinion to be obtained, from an independent expert, in accordance with the Danish Institute of Arbitration's rules in force at any given time governing legal/technical opinions in IT cases, as to whether the matter raised by the Customer constitutes a defect or whether a delivery claim is separately payable. If the Customer does not initiate this process, the Supplier shall, notwithstanding clause 28.2, be entitled to suspend its work in relation to the disputed matters until the Customer has initiated the process. The opinion issued shall be provisionally binding on the parties, each Party being entitled to seek a final determination of the matter by the courts if the disagreements have not been resolved by the above procedure within 20 Working Days, whereupon either Party may demand that the dispute be settled by the ordinary courts in accordance with clause 30.3, without prior mediation. Referral to the courts shall not have suspensive effect. The costs of the proceedings shall be apportioned taking into account the outcome of the opinion.
- 28.5 If it is subsequently established that there was no defect or that a service was separately payable, the Customer shall fully compensate the Supplier for its (additional) time and other documented and reasonable (additional) expenses incurred in remedying or providing the service in question.
- 28.6 In obtaining an expert opinion under the above, the Supplier may request the expert to assess whether the Customer should have been aware, at the time of its claim for remedy or delivery without separate payment, that such claim was unjustified. If the expert concludes that this is the case, the expert shall take this into account when determining the cost allocation between the parties and the

Supplier shall in this case be entitled to a surcharge of 25% on its hourly rates for the work performed.

29 Artificial Intelligence ('AI')

29.1 The Customer acknowledges and agrees that (a) Services may contain or be based on content or information that was generated using advanced AI technology, including generative AI and (b) in the provision of certain Services under an Agreement, the Supplier may use AI, i.e. computer algorithms and machine learning systems that can analyze, process, and make decisions based on data inputs, without the need for direct human intervention technology.

29.2 The Supplier will employ AI in a manner informed by evolving industry standards and best practices, striving to ensure the accuracy, reliability, and security of the AI systems it employs, to the extent required by laws and regulations applicable to Supplier.

29.3 However, while the Supplier is committed to the responsible and ethical use of AI, the Customer acknowledges that AI-driven decisions are fallible. Therefore, where the Supplier has identified Supplier Services (or a component thereof) as incorporating AI, the Customer agrees and accept to exercise reasonable judgment when relying on AI-generated information and to use human intervention where feasible for decisions made by AI that may negatively impact data subjects, taking into account the particular uses for which and contexts in which the Customer is considering using AI-generated outputs of the applicable Supplier Services. The Customer and the Customer's users should refer to and verify any AI-generated information through original source documents and/or other reliable and authoritative sources, and AI-generated content is for informational purposes only and should not be used as a substitute for original research or expert opinions, nor interpreted as legal, financial, medical, or any other professional advice. The Customer and its users assumes full responsibility for any use of or reliance upon any content or information contained in the Services.

29.4 The Customer acknowledges that AI may generate output that is similar to existing copyrighted material. The Supplier disclaims any liability for infringements of third party intellectual property rights resulting from the Customer's use of the output from AI.

29.5 The Supplier shall not be liable for any damages, including indirect, incidental, special, consequential, or punitive damages or other intangible losses, resulting from (i) Customer's access to or use of or inability to access or use AI; (ii) any conduct or content of any third party on the Services; (iii) any content obtained from the Services; and (iv) unauthorized access to, use of, or alteration of transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage.

30 Governing law and disputes

30.1 Governing Law

30.1.1 Agreements are governed by and construed in accordance with the law in the country where the Supplier is domiciled ('Governing Law') except for (a) rules leading to the application of other law and (b) the United Nations

Convention on Contracts for the International Sale of Goods (CISG).

30.2 Negotiations between the parties

30.2.1 In case of a dispute between the parties regarding the Agreement and the performance thereof, either party may refer the dispute to the Customer's and the Supplier's day-to-day managers, who will settle the dispute jointly. If an agreement cannot be reached between the day-to-day managers, negotiations must be escalated to the steering committee if so appointed. If an agreement cannot be reached by the steering committee, or if a steering committee has not been established, the dispute must be escalated to a higher level in the parties' organisations.

30.3 Governing Law; Venue

30.3.1 The following provisions, which include the law that will apply in the event of any dispute or lawsuit arising out of, or in connection with an Agreement, the courts that have jurisdiction over any such dispute or lawsuit, and the accompanying terms depend on where the Supplier is domiciled in accordance with the following table.

If the Supplier is domiciled in:	Without giving effect to any choice or conflict of law provisions, rules, or principles, the governing law is the laws of:	Courts with exclusive jurisdiction are:
Denmark	Denmark	Any dispute arising out of or in connection with this contract, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. The arbitral tribunal shall be composed of one arbitrator. The place of arbitration shall be Herning, Denmark. The language to be used in the arbitral proceedings shall be Danish.
Sweden	Sweden	Any dispute, controversy or claim arising out of or in connection with an Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the SCC Arbitration Institute. The arbitral tribunal shall be composed of one arbitrator. The seat of arbitration shall be Malmö. The language to be used in the arbitral proceedings shall be Swedish.

Section II – Service Terms – Professional Services

1 Introduction

- 1.1 These Service Terms constitute an integral part of the Agreement and apply to Supplier's provision of professional services, including consultancy services and other Services within consulting, training, integration, applications development, project management, implementation, scripting, data transfer and documentation as well as the results and deliveries provided as a part thereof ('Professional Services').
- 1.2 Professional Services are provided in accordance with the Supplier's Commercial Terms at [Legal & Compliance in itm8](#).

2 Services

- 2.1 Unless expressly set out in the Agreement, all Professional Services are provided as professional performance services, meaning that the Supplier provides a work effort but does not warrant a specific functionality or result (in Danish "indsatsforpligtelse").
- 2.2 To the extent expressly set out in the Agreement, Professional Services may be provided with an obligation to achieve a specified result, meaning that the Supplier must provide a specific functionality or result (in Danish "resultatforpligtelse").
- 2.3 The Supplier has the initiative for the performance of the Professional Services in accordance with the deadlines that may be specified in the Agreement.
- 2.4 The Supplier may fulfil any specification through the provision of standard functionality.
- 2.5 Upon payment by the Customer for the Services, the Supplier grants to the Customer a perpetual, transferable, non-exclusive licence to deliverables that have been developed or modified specifically for the Customer as part of the Professional Services, including documentation, data, customisations, integrations, and customer-specific software.
- 2.6 The licence, as set forth above, is unlimited in all respects, including time, territory, configuration, form, design, method and media. The licence further includes all rights available to the owner and the author, known or unknown, including the right to use, modify, develop, maintain, sublicense, distribute and transfer the Services and the results in any configuration, form, design, method and media of the Customer's choice.

3 Time schedule and delivery

- 3.1 The Supplier will use commercially reasonable efforts to perform the Professional Services in accordance with any time schedule set out in the Agreement. Any time schedule in the Agreement is intended for planning and estimating purposes only and shall not be construed as imposing any further obligation on the Supplier.
- 3.2 Unless a specific acceptance testing or delivery process is set out in the Agreement, time of delivery will occur continuously as the Supplier performs the work effort constituting the Professional Services.
- 3.3 If a specific acceptance testing or delivery process is set out in the Agreement, the Date of Delivery will occur at the earliest of either (a) when the acceptance testing, or specific

delivery process, has been approved/completed or (b) when the Customer starts using the Professional Services or puts the Professional Services into use or in any other way accepts the Professional Services.

4 Testing and approval

- 4.1 Formalised testing, such as an acceptance test, will be performed to the extent set out in the Agreement and in accordance with the time schedule set out therein.
- 4.2 Approval is based on the agreed test plan and scope only; any testing outside hereof, e.g. testing outside of the agreed scripts or user cases, does not impact the approval of the acceptance test.
- 4.3 The Customer must during the acceptance test report and classify all non-conformities without delay and provide appropriate documentation.
- 4.4 If the Customer does not refuse in writing to approve the acceptance test within ten (10) days and provides documentation thereof, the acceptance test shall be deemed to have been approved.
- 4.5 The Customer may only reject approval of the acceptance test if reproducible non-conformities are documented, deviate from the agreed specifications and materially prevents the Customer from putting the Professional Services into commercial operation.
- 4.6 If the acceptance test is rejected in accordance with the Agreement, the Supplier may remedy the defects preventing acceptance and submit the Professional Services for renewed acceptance testing until the acceptance test is approved or the Agreement terminated.

5 Employees

- 5.1 The Supplier must use qualified employees for the performance of Professional Services.
- 5.2 The parties must seek to ensure continuity in the resources used. If necessary, the parties may, however, replace resources, including named resources allocated to the Agreement, with other corresponding resources.
- 5.3 A party must notify the other party if a named resource is no longer available. In such case, the party must provide a replacement resource of equivalent capability.

6 Prices and terms of payment

6.1 Time and material

- 6.1.1 Professional Services provided under the price model time and material are invoiced based on the actual number of hours 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.
- 6.1.2 Only actual and effective time spent may be invoiced excluding e.g. lunch breaks, longer breaks, social events, internal training.
- 6.1.3 The Supplier must provide a price estimate if requested by the Customer. The Customer may at any time request an overview of the actual time spent. If an estimate is exceeded, the Supplier may continue to provide the Professional Services against payment of the charges exceeding the fee estimate.

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

6.2 Fixed fee

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

6.3 Other expenses

6.3.1 Travel time and mileage is invoiced in accordance with the Supplier's Commercial Terms: [Legal & Compliance in itm8](#).

6.3.2 Costs, expenses, and outlays, e.g. food and accommodation expenses, are invoiced in accordance with the Supplier's Commercial Terms: [Legal & Compliance in itm8](#).

7 Breach and remedies

7.1 The Supplier's delay in the delivery of the Professional Services constitutes a material breach only if the agreed Date of Delivery is delayed by more than fortyfive (45) days due to circumstances attributable to the Supplier.

Section III – Service Terms – Services

1 Introduction

1.1 These Service Terms constitute an integral part of the Agreement and apply to the Supplier's provision of operational services, such as the operation, support or hosting of the Customer's platforms and infrastructure, except for Software-as-a-Service ('**Services**').

1.2 Access to and use of the Services may be subject to additional terms and conditions of a third party providing the Services as a Third Party Service, see clause 10 and 11 under the General Terms.

1.3 The Customer agrees that the Supplier shall install in the Customer's IT environment the tools necessary for the Supplier to provide the agreed Services.

2 Services

2.1 The Supplier will make the Services set out in the Agreement available at all times, except for planned downtime and any unavailability caused by external events.

2.2 The Supplier does not warrant that the Services will be error-free or that the Services will be without interruptions.

2.3 Any planned downtime will, to the extent reasonable possible, be placed during agreed service windows.

3 Time schedule and delivery

3.1 Services are provided from the agreed Date of Delivery.

3.2 If an Agreement includes a Transition In-period or a project has been agreed to facilitate the takeover of any activities, software, hardware etc. or other preparatory work enabling the Supplier to provide the Services from the Date of Delivery, the Supplier will provide such Services as set out in the Agreement.

3.3 Services are provided as an Ongoing Service during the period (including any renewal periods) set out in the Agreement.

4 Amendments

4.1 The Services may at the sole discretion of the Supplier be subject to amendments from time to time, including by the addition or removal of features or the replacement of Third Party Services, as long as such amendments do not adversely affect the Services. Amendments may be made without notice.

5 Employment of the Supplier's employees

5.1 If the Customer chooses to hire an employee of the Supplier who is currently involved in the delivery under an Agreement, the Customer agrees not to hold the Supplier liable for any delays or additional costs that may be a direct or indirect result of the Customer's decision to hire the employee.

Section IV – Service Terms – Software

1 Introduction

1.1 These Service Terms constitute an integral part of the Agreement and apply to the Supplier's provision of licensed software ('**Software**'). If the Software is provided as Software-as-a-Service, please refer to the Software-as-a-Service Service Terms.

1.2 These Service Terms apply only to the extent that the Software is not subject to separate licence terms, in which case such separate licence terms apply to the Software in lieu of these Service Terms in their entirety, see clause 10 and 11 under the General Terms.

2 Services

2.1 The Software, including data included in the Software, is a standard software product.

2.2 If the Software is provided under a subscription licence, the Customer is granted a time-limited, non-exclusive, non-transferable right to use the Software, including any upgrades, updates, versions, releases and development services, etc. provided by the Supplier during the licence term specified in the Agreement, from the Date of Delivery unless otherwise agreed in the Agreement and provided that the Customer pays the licence fee. Any delay in the payment of the licence fee entitles the Supplier, without liability, to suspend the Customer's access to the Software.

2.3 If the Software is provided under a perpetual licence, the Customer is granted a perpetual, non-exclusive, non-transferable right to use the Software provided by the Supplier as specified in the Agreement and from the Date of Delivery unless otherwise specified in the Agreement and provided that the Customer pays the licence fee.

2.4 Only the Customer is entitled to use the Software. The Customer may only use the Software for its own purposes.

2.5 If specified in the Agreement, the Customer can allow any affiliated company to use the Software for such company's own purposes on the same terms as the Customer, including terms regarding acquisition of the required licences. The Customer will remain directly liable for any use of the Software and for compliance with the terms relating thereto, including for the Customer's affiliated companies.

2.6	The Software may be used only as expressly permitted unless otherwise permitted by mandatory legislation in force. It is expressly not permitted to:	4	Updates and amendments
	a) Break or circumvent any technical limitations;	4.1	The Supplier may, at its own discretion and at any time, decide to let the Software undergo upgrades, updates, releases, maintenances, development services and amendments in general, including by adding new versions, updates and amending functions, as long as such amendments do not adversely affect the Software. Amendments may be made without notice. Such upgrades and amendments may require planned downtime and may take place without any notice.
	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;	4.2	Access to upgrades, updates, versions, releases, maintenances, development services and amendments in general may be subject to the parties entering into a separate agreement in this regard.
	c) Modify or change the Software or the object code;	5	Intellectual property rights
	d) Allow a third party to perform changes or maintenance to the Software on behalf of the Customer;	5.1	The Customer acknowledges that the Supplier (or its licensors) owns all copyright and intellectual property rights or industrial property rights in and to the Software, including, but not limited to, the Software code. This also applies to any amendments, adjustments, upgrades etc. of the Software. The Customer must respect such intellectual rights, and the Customer is liable for any breach of such rights, including a third party's unauthorised access to the Software.
	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);	6	Delivery responsibility
	f) Publish or enable others to copy or access the Software;	6.1	The Software is licensed 'as is', and the Supplier will ensure that:
	g) Sell, lease or lend out Software.	6.1.1	The Software in all material aspects will work in accordance with the published specifications set out in the Agreement and any original Documentation provided by the Supplier, 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.
	h) Use the Software for commercial software hosting services;	6.1.2	The above clause 6.1 represents the Supplier's sole and exhaustive liability, and the Supplier provides no additional warranties of any kind, neither explicit or implicit. The Supplier explicitly waives any warranties regarding marketability and suitability for a specific purpose.
	i) Use the Software to support the business of a third party or to operate a bureau service;	7	Audit and information
	j) Amend or remove any labels and/or notices regarding copyright, trademarks or other rights, or any references thereto, included in the Software or the medium on which the Software has been delivered;	7.1	The Supplier is at any time and without prior notice entitled to verify the Customer's compliance with these Service Terms. Such verification may be in the form of electronic access to the Software and any records therein. The Customer must provide reasonable assistance to the Supplier with these verification tasks.
	k) Use APIs or other interface tools provided by or developed by the Supplier to establish functionality contained in, or planned for development in, the Software.	7.2	In addition, as part of an audit, the Customer is obliged to document, within ten (10) working days of receiving a request to do so, all relevant licences including related terms that the Customer has purchased via third parties or directly from the Supplier of the relevant licence for the Software.
2.7	Notwithstanding the foregoing, and subject to the Supplier's prior specific written consent, the Customer is entitled to make the Software available to a third party operating the Software on behalf of or for the benefit of the Customer (e.g. a hosting service provider or outsourcing service provider). The Supplier may require such third party to enter into a separate declaration concerning the rights to the Software.	7.3	Irrespective of any other remedies for breach which the Supplier may have access to, and in case the Customer has not been licensed correctly, the Supplier is entitled to claim payment of additional licence fees for the period when the
2.8	The source code of the Software is to be considered and treated as confidential information.		
2.9	The Customer has no right to receive a copy of the source code to the Software. The Customer only has a right to receive a copy of the object code to the extent the Software is provided for client-side installation.		
2.10	If the Customer uses the Software in violation of these Service Terms, the Supplier may immediately and without notice cancel or terminate the delivery of the Software or terminate the Agreement with immediate effect on the grounds of material breach.		
3	Licence metrics		
3.1	The licence is granted pursuant to the licence metrics specified in the Agreement, including the restrictions specified therein.		
3.2	The Customer must at all times ensure to have the appropriate number of licences needed for the Customer's actual use, regardless of any organisational ties, including in terms of employment and affiliation.		

	Customer has not been licensed correctly, as it is noted that the financial consequence of inadequate licensing may be further aggravated in the applicable terms of use of the Software.	2.7	Only the Customer is entitled to use the Solution. The Customer can only use the Solution for its own purposes.
7.4	In the event that the Customer requests assistance from the Supplier in the event of a licence audit by the Supplier or via the Supplier, such services shall be invoiced on a T/M basis. Furthermore, neither of the parties shall be liable for the other party's costs related to conducting an audit pursuant to this clause 7.	2.8	If specified in the Agreement, the Customer can allow any affiliated company to use the Solution for such company's own purposes on the same terms as the Customer, including terms regarding acquisition of the required user rights. The Customer will remain directly liable for any use of the Solution and for compliance with the terms relating thereto, including for the Customer's affiliated companies.
8	System requirements	2.9	The Solution may be used only as expressly permitted unless otherwise permitted by mandatory legislation in force. It is expressly not permitted to:
8.1	The Customer is aware and recognises that the Software may require and be subject to specific system requirements and/or a software subscription. Such requirements are specified in the Agreement. The Customer is responsible for complying with any such system requirements and for paying any related costs and fees. The Supplier does not guarantee that the Software is compatible with any future versions of third party software.	a)	Break or circumvent any technical limitations;
		b)	Reverse engineer, decompile or disassemble the Solution or use any other methods to gain access to source code of the Solution or any trade secrets embodied in the Solution;
		c)	Modify or change the Solution or the object code;
		d)	Allow a third party to perform changes or maintenance to the Solution on behalf of the Customer;
		e)	Make the Solution or the functionality of the Solution 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 Solution;
		g)	Sell, lease or lend out the Solution;
		h)	Use the Solution for commercial software hosting services;
		i)	Use the Solution to support the business of a third party or to operate a bureau service;
		j)	Amend or remove any labels and/or notices regarding copyright, trademarks or other rights, or any references thereto, included in the Solution or the medium on which the Solution has been delivered;
		k)	Use APIs or other interface tools provided by or developed by the Supplier to establish functionality contained in, or planned for development in, the Solution.
		2.10	Notwithstanding the above, the Customer is, subject to the Supplier's prior specific written consent, entitled to make the Solution available to a third party operating the Solution on behalf of or for the benefit of the Customer (e.g. a hosting service provider or outsourcing service provider). The Supplier may require such third party to enter into a separate declaration concerning the rights to the Solution.
		2.11	The source code of the Solution is to be considered and treated as confidential information.
		2.12	The Customer has no right to receive a copy of the source code to the Solution. The Customer only has a right to receive a copy of the object code to the extent the Solution is provided for client-side installation.
		2.13	If the Customer uses the Solution in violation of these Service Terms, the Supplier may immediately and without notice cancel or terminate the Agreement with immediate effect on the grounds of material breach.
Section V – Service Terms – Software as a Service			
1	Introduction		
1.1	These Service Terms constitute an integral part of the Agreement and apply to the Supplier's provision of Software as a Service ('Solution').		
1.2	Any access to and use of the Solution may be subject to and governed by additional terms and conditions, including an acceptable use policy. The additional terms may be included in the Agreement or be provided by third party delivering the Solution, see clause 10 and 11 under the General Terms.		
2	Services		
2.1	The Supplier will use commercially reasonable efforts to make the Solution set out in the Agreement available at all times, except for planned downtime and any unavailability caused by external events.		
2.2	The Supplier will use commercially reasonable efforts to correct any incidents, but expressly disclaims any legal obligations to do so.		
2.3	The Supplier does not warrant that the Solution will be error-free or that the Solution will be without interruptions.		
2.4	Any planned downtime will, to the extent reasonable possible, be placed outside of normal business hours, e.g. at night or in the weekends.		
2.5	The Solution, including data included in the Solution, is a standard software product.		
2.6	Provided that the Customer pays the licence fee, the Customer is granted a time-limited, non-exclusive, non-transferable right to use the Solution, including any upgrades, updates, versions, releases, etc. provided by the Supplier during the term specified in the Agreement, from the effective date unless otherwise agreed in the Agreement and provided that the Customer pays the licence fee. Any delay in payment of the subscription fee means that the Supplier may without liability suspend the Customer's access to the Solution.		

3 User rights

- 3.1 The right to use the Solution is granted in accordance with the user rights specified in the Agreement, including the restrictions specified therein.
- 3.2 The Customer must at all times ensure to have the appropriate number of user rights needed for the Customer's actual use, regardless of any organisational ties, including in terms of employment and affiliation.

4 Intellectual property rights

- 4.1 The Customer acknowledges that the Supplier (or its licensors) owns all copyright and intellectual property rights or industrial property rights in and to the Solution, including, but not limited to, the Solution's code. This also applies to any amendments, adjustments, upgrades etc. of the Solution. The Customer must respect such intellectual rights, and the Customer is liable for any breach of such rights, including a third party's unauthorised access to the Solution.

5 Delivery responsibility

- 5.1 The solution is licensed '**as is**', and the Supplier will ensure that:
- 5.2 The Solution during the term of the Agreement in all material aspects will work in accordance with the specifications set out in the Agreement and any original Documentation provided by the Supplier, and that all material functions work, provided that the Solution is used for the intended purpose, in accordance with the specifications and on the computer hardware and with the operating system for which the Solution has been developed.
- 5.3 The above represents the Supplier's sole and exhaustive liability, and the Supplier provides no additional warranties of any kind, neither explicit or implicit. The Supplier explicitly waives any warranties regarding marketability and suitability for a specific purpose.

6 Audit and information

- 6.1 The Supplier is at any time and without prior notice entitled to verify the Customer's compliance with these Service Terms. Such verification may be in the form of electronic access to the Solution and any records therein. The Customer must provide reasonable assistance to the Supplier with these verification tasks.
- 6.2 In addition, as part of an audit, the Customer is obliged to document, within ten (10) working days of receiving a request to do so, all relevant licences including related terms that the Customer has purchased via third parties or directly from the Supplier of the relevant licence for the Software.
- 6.3 Irrespective of any other remedies for breach which the Supplier may have access to, and in case the Customer does not have the correct user rights, the Supplier is entitled to claim payment of additional user fees for the period when the Customer did not have the correct user rights, as it is noted that the financial consequence of inadequate licensing may be further aggravated in the applicable terms of use of the Software.

- 6.4 In the event that the Customer requests assistance from the Supplier in the event of a licence audit by the Supplier or via the Supplier, such services shall be invoiced on a T/M basis. Furthermore, neither of the parties shall be liable for the other party's costs related to conducting an audit pursuant to this clause 6.

7 System requirements

- 7.1 The Customer is aware and recognises that the Solution may require and be comprised by specific system requirements and/or a software subscription. Such requirements are specified in the Agreement. The Customer is responsible for complying with any such system requirements and for paying any related costs and fees. The Supplier does not guarantee that the Solution is compatible with any future versions of third party software.

8 Time schedule and delivery

- 8.1 The Solution will be delivered at the Date of Delivery.
- 8.2 If an Agreement includes a Transition In-period or a project has been agreed to facilitate the takeover of any activities, software, hardware etc. or other preparatory work enabling the Supplier to provide the Solution from the Date of Delivery, the Supplier will provide such transition services as set out in the Agreement.
- 8.3 The Solution are provided as an Ongoing Service during the period (including any renewal periods) set out in the Agreement. If the Solution is provided on a renewal or subscription basis, the Customer acknowledges that continued provision of the Solution is conditional on the Customer's timely periodic payment of renewal or subscription charges set out in the Agreement.

9 Amendments

- 9.1 The Solution may at the sole discretion of the Supplier be subject to amendments from time to time, including by addition or removal of features, as long as such amendments do not adversely affect the Solution. Amendments may be made without notice.
- 9.2 If the Solution is delivered using the Supplier's software or hardware, the Supplier may replace or upgrade the software or hardware without the Customer's prior consent.

10 Assistance in the event of termination

- 10.1 Software-as-a-Service is an Ongoing Service, and terms regarding the Supplier's termination assistance Services may be set forth in the Agreement.

Section VI – Service Terms – Hardware Procurement Services**1 Introduction**

- 1.1 These Service Terms constitute an integral part of the Agreement and apply to Supplier's provision of hardware products ('**Hardware**').

2 Services

- 2.1 The Supplier will procure, on behalf of the Customer, the Hardware specified in the Agreement.

3 Time schedule and delivery

- 3.1 Unless otherwise expressly agreed in an Agreement, Products shall be delivered DAP (Incoterms®) subject to the clarifications and deviations set out in this clause.
- 3.2 Delivery shall be deemed to have taken place when the Products have been made available to the Customer on the arriving means of transport at the agreed place of delivery, ready for unloading. Until the time of delivery, itm8 shall bear the risk of accidental loss or damage to the Products, as well as the costs of transport to the agreed place of delivery.
- 3.3 The risk in the Products passes to the Customer upon delivery. From the time of delivery, the Customer bears all risks and costs relating to the Products, including unloading, carrying, internal transport, storage, installation, onward transport and insurance.
- 3.4 The Customer must ensure, in good time, free and safe access to the delivery location and, to the extent necessary, suitable access routes, load-bearing capacity, readiness to receive the goods, necessary permits and other conditions that enable delivery and unloading by the Customer without delay.
- 3.5 If delivery cannot be carried out as agreed due to circumstances attributable to the Customer or the delivery location, including the inability to make Products available to the Customer ready for unloading, itm8 shall be entitled, at its discretion, to (i) wait at the Customer's expense and risk, (ii) deliver Products to the nearest suitable location, (iii) store, redirect or collect the Products at the Customer's expense and risk, or (iv) carry out a new delivery against payment of itm8's documented additional costs. In such cases, delivery and the transfer of risk shall be deemed to have taken place at the time when itm8 has made the Products available to the Customer at the agreed delivery location, ready for collection, or, if this is not possible, at the nearest suitable location, or has attempted in vain to do so.
- 3.6 For deliveries involving export, transit or import, itm8 shall handle export formalities and any transit formalities, whilst the Customer shall handle import formalities and bear the cost of customs duties, import VAT, taxes and other public charges and taxes in the country of destination
- 3.7 Any date of delivery set out in the Agreement is an estimate only and the Supplier is not liable for any delay in delivery. Where the Supplier is aware of or anticipates a delay in delivery, the Supplier must promptly notify the Customer of the delay and the revised estimated date of delivery. If the Customer requests a delay to the Date of Delivery, is unable to accept delivery on the Date of Delivery or the Date of Delivery is delayed due to a cause beyond the reasonable control of the Supplier, the Customer is liable for any extra charges, losses or expenses incurred by the Supplier.

4 Prices and terms of payment

- 4.1 Payment for the Hardware Procurement Services is due on delivery. Payment is not subject to acceptance by the Customer or completion of installation, commissioning or test procedures.
- 4.2 Responsibility for freight, transit insurance and associated charges will be detailed in the Agreement. In the absence of such terms, the Customer is responsible for freight, transit

insurance and associated charges from the point at which the Hardware is available for dispatch from the Supplier's or its supplier's premises.

5 Rights and remedies

- 5.1 Hardware procurement is provided on behalf of the Customer and is not a direct sale by the Supplier. All Hardware not manufactured by the Supplier is covered solely by the third party manufacturer's warranty and right of complaint. The Supplier does not provide any warranty or right of complaint for the Hardware.