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Esbjerg – Copenhagen

GENERAL TERMS AND CONDITIONS

WORKPOINT A/S

SECTION I – GENERAL TERMS

1   INTRODUCTION

1.1   These general terms and conditions ("General Terms and Conditions") shall apply to services provided by WorkPoint pursuant to an Agreement (as defined below) to a Customer (as defined below), but also if WorkPoint prior to entering into an Agreement with Customer has commenced provision of such services. If additional services derived from or otherwise related to a prior agreed service are made the General Terms and Conditions shall also apply to the performance of such additional service, unless otherwise agreed in writing between the Parties.

1.2   Section I of these General Terms and Conditions ("General Terms") applies in general for all types of Services (as defined below) provided by WorkPoint to any customer being either a partner, reseller and/or end user ("Customer"), and shall be deviated from only if explicitly agreed in writing between WorkPoint and Customer.

1.3   In these General Terms and Conditions WorkPoint and Customer shall jointly be referred to as "Parties" and separately as a "Party".

1.4   Section II of these General Terms and Conditions ("Data Processing Terms") applies to the extent WorkPoint processes personal data on behalf of Customer (data processor).

1.5   Section III to Section VI of these General Terms and Conditions ("Service Terms") shall apply in addition to the General Terms and Data Processing Terms to the extent the Services provided to Costumer include such services contemplated by these Sections. Agreement and Statement of work (SoW).

1.6   "Agreement" means any contract for Services or legal framework for provision hereof, entered into between Customer and WorkPoint, regardless of medium and method of acceptance and whether signed, confirmed by e-mail or otherwise legally formed.

1.7   The Services to be provided by WorkPoint must be set out and described under an Agreement in a statement of work, work order, e-mail or similar specifying as a minimum the content and scope of the Services and the price ("Statement of Work" or "SoW").

1.8   All references to "Agreement" in these General Terms and Conditions shall with regard to Services provided under a SoW, also be deemed a reference to the individual SoW.

1.9   With regard to provision of Services no cross effects shall apply between any SoW nor in relation to the Agreement, including in relation to breach, termination and liability. Thus, WorkPoints breach of one

SoW shall not have effect on any other SoW or an Agreement.

2 SERVICE DEFINITIONS

2.1 "Service" means all types of services provided by WorkPoint, including but not limited to Software Licensing Services, Hosting Services, Professional Services and Support Services.

2.2 "Software Licensing Services" means licensing of WorkPoint's software and products and as further specified in a SoW – Software Licensing.

2.3 "Professional Services" means Consultancy Services and Result Based Services, and as further specified in a SoW – Professional Services.

2.4 "Consultancy Services" means services provided as performance services meaning that WorkPoint shall not perform a specific functionality or result (in Danish "Indsatsforpligtelse"), and where delivery is deemed to have taken place when efforts have been made and time is spent on the assignment. Consultancy Services are further specified in a SoW – Professional Services.

2.5 "Result Based Services" means project services, implementation services and other services for which WorkPoint shall provide a specific functionality or result, and as further specified and designated as such in a SoW – Professional Services.

2.6 "Hosting Services" means provision of cloud or hosted computing platforms and infrastructure in relation to Workpoint software and as further specified in a SoW – Software Licensing Service.

2.7 "Support Services" means provision of support services and as further specified in a SoW- Support Services.

3 THE SERVICES

3.1 The Services are specified in the Agreement and contains an exhaustive description of the Services and the requirements relating hereto.

3.2 Customer can only claim the content of individual quotations and/or order confirmations as a contractual basis for the Services to the extent that such quotations or order confirmations are expressly included in the Agreement. Information provided by WorkPoint in brochures, price lists, advertisements, previous quotations, on the internet or verbally is of no relevance to the Services and the requirements relating hereto, unless included in the Agreement.

3.3 If Customer has specific expectations or requirements regarding the Services, Customer may seek to include such requirements in the Agreement. WorkPoint shall perform the Services in accordance with the agreed specifications only in the Agreement.

4 THE PARTIES' COOPERATION

4.1 The Parties shall in good faith contribute to the performance of the Agreement.

4.2 The Parties agree to show the flexibility and cooperative behavior which is necessary for the timely provision of the Services.

4.3 For the timely provision of the Services, Customer shall make the necessary resources available on all levels of Customer's organization and shall at WorkPoint's request and at reasonable notice provide additional resources if deemed required. If required by WorkPoint, Customer must ensure that Customer's customer provide such participation.

5 CUSTOMER'S IT ENVIRONMENT AND CUSTOMER OBLIGATION IN RELATION TO THE SERVICES

5.1 Customer's IT environment and infrastructure shall comply with the specifications and guidelines set out in the Agreement, including instructions from WorkPoint from time to time regarding installation and application of software and equipment.

5.2 Customer is responsible for the provision of such third-party licenses necessary for WorkPoint's performance of the Services.

5.3 Customer shall:

a) upon WorkPoints request, disclose all relevant information for the provision of the Services;

b) if WorkPoint deems it necessary in order to fulfil its obligations under an Agreement carry out updating of third-party software. Any costs incidental thereto shall be of no concern to WorkPoint;

c) ensure that sufficient backup is performed on Customer's systems and IT environment, including data and Services already delivered by WorkPoint to Customer. Backup shall include all types of data and software, including data relating to the ongoing project and Services (unless expressly agreed in writing between the Parties, WorkPoint performs no backup of such data, regardless of whether the data is generated by WorkPoint);

d) have appropriate and adequate security measures in place to prevent and minimise damage to the Ser-

vices, including protection against virus attacks;

e) provide correct information for the performance of the Services. Customer shall review all documents received, announce decisions and otherwise implement agreed measures to make it possible for WorkPoint to comply with an agreed delivery; and

f) provide remote access to the parts of Customer's systems and IT environment necessary or appropriate for WorkPoint's provision of the Services.

5.4 WorkPoint is entitled to reimbursement of additional costs incurred due to Customer's IT environment's non-compliance with the specified requirements and/or instructions. In addition, WorkPoint shall be entitled to payment for additional time spent in accordance with WorkPoints price model "Time and Material" due to Customer's non-compliance in this respect.

6 CONTACT PERSON

6.1 Customer shall in the Agreement designate a contact person for WorkPoint to whom any inquiry regarding the Services can be addressed. The contact person must be authorised to enter into agreements on behalf of Customer.

7 DOCUMENTATION AND INSTRUCTIONS

7.1 The Services shall only include documentation to the extent specified in the Agreement.

7.2 Documentation regarding third-party hardware and software is made available to the extent this has been released by

the manufacturer. Such documentation is provided 'as is', and WorkPoint assumes no liability in this respect.

8 DELIVERY AND TIME OF DELIVERY

8.1 Any agreed delivery dates ("Delivery Dates") are specified in the Agreement. If no time of delivery is specified, either Party may, with a reasonable prior written notice, request provision of the Services.

8.2 Unless otherwise set out in the Agreement, the delivery is completed when the Services are made available to Customer or Customer has obtained access to the results of an ongoing service ("Time of Delivery").

8.3 The Services are performed from WorkPoint's locations, incl. internet addresses, unless otherwise set out in the Agreement.

8.4 Upon Time of Delivery the risk of the Services will pass to Customer.

9 USE OF SUB-SUPPLIERS

9.1 WorkPoint is entitled to use sub-suppliers in the provision of the Services. WorkPoint shall upon Customer's request, inform Customer of the service to be performed by a sub-supplier.

9.2 WorkPoint is responsible for the services performed by its sub-suppliers.

10 RETENTION OF TITLE

10.1 Any Services or part thereof, as well as any material etc. used for the Services is sold with retention of title.

10.2 The retention of title shall remain in force until Customer has paid the total renumeration for the Services including

any applicable interests, costs and expenses associated with the Services and incurred by WorkPoint on behalf of Customer.

11 THIRD-PARTY SOFTWARE

11.1 Customer accepts that the Services may include third-party software developed and/or manufactured by a third-party and of which WorkPoint is the distributor only. This software may be subject to license or standard terms that Customer shall accept prior to provision of the Services. Such terms are made available to Customer, and the terms are deemed to be accepted by Customer upon Customer's acceptance of the Agreement.

11.2 Customer is expressly made aware that WorkPoint has no title and/or copyright to such software, and WorkPoint's right to make changes, additions or repairs to such software is subject to certain limitations.

11.3 WorkPoint assumes no liability for the availability or functionality of third-party software. However, WorkPoint shall make a reasonable attempt to remedy or work around such errors in third-party software.

12 CUSTOMER SPECIFIC DELIVERIES

12.1 Any software developed under the Agreement by WorkPoint specifically to Customer, shall be developed and programmed according to the guidelines and specifications agreed between the Parties. WorkPoint is only responsible for the software's compliance with the specifications set out in the Agreement, and WorkPoint assumes no responsibility for integration, fit for purpose or other spe-

cific assignments, unless specified in the Agreement.

12.2 WorkPoint assumes no responsibility for the maintenance of customer specific software.

12.3 WorkPoint does not warrant that customer specific software will work with later releases or versions of standard software.

13 RENUMERATION AND TERMS OF PAYMENT

13.1 General Principles

13.1.1 The price model, including subscription and/or license fees, is specified in the Agreement. Unless otherwise specified in the Agreement, the Services are invoiced in accordance with WorkPoint's general applicable price list, and where no specific remuneration has been agreed for the Service WorkPoint is entitled to remuneration in accordance with the price model "Time and Material".

13.1.2 For services rendered not specified in the Agreement payment shall be made in accordance with the price model "Time and Material".

13.1.3 WorkPoint is entitled to change and/or amend any price or price list applicable to the Services, including subscription and/or license fees, with a prior notice of 90 days.

13.2 Fixed Price

13.2.1 The renumeration according to the price model Fixed Price is calculated based on the agreed price, irrespective of the actual number of units or other actual usage using the following formula:

Payment = the agreed price for the Services

13.3 Time and Material

13.3.1 The renumeration according to the price model Time and Material is calculated based on the actual number of hours and materials used in the performance of the Services using the following formula:

Payment = (rate1 x hours1) + (rate2 x hours2) + (raten x hoursn) + materials

13.3.2 The rate is the applicable rate for such employees performing the Services. The applicable rate is set out in WorkPoint's general price list.

13.3.3 WorkPoint is entitled to overtime payment. Overtime pay will be charged in accordance with WorkPoint's applicable price lists.

13.4 Unit Prices

13.4.1 The renumeration according to the price model Unit Prices is calculated based on the number of units using the following formula:

Payment = number of units x the unit price

13.5 Invoicing

13.5.1 WorkPoint is entitled to invoice Customer upon delivery or in accordance with a payment plan as agreed between the Parties.

13.5.2 The terms of payment are 8 days net.

13.5.3 Fees are stated exclusive of any VAT or other taxes and duties.

13.5.4 Each Party is fully responsible for its own compliance with all applicable laws and regulations concerning registration, reports and payments of taxes and VAT rendered on the Services.

13.5.5 WorkPoint is entitled to reimbursement for any expenses incurred, including transportation, food and accommodation. Expenses may be invoiced weekly.

13.5.6 Travel time will be invoiced according to time spent. Unless otherwise agreed in writing, travel time will be calculated from WorkPoint's head quarter in Es-bjerg.

13.5.7 Upon late payments by more than 30 days, WorkPoint is entitled to suspend and withhold the Services or parts there-of.

13.5.8 Hourly rates and payments for ongoing services, including license fees with a du-ration of more than 18 months, are ad-justed annually in accordance with the Danish net price index with the year of the Delivery Date as the base year.

13.5.9 WorkPoint is entitled to interest on all overdue payments in accordance with ap-plicable law.

13.5.10 Changes in currency rates, charges, pur-chase prices from sub-suppliers, insur-ance and carriage entitle WorkPoint to further adjust its prices by the net impact of such changes without notice.

14   DELAYS

14.1 The Services are delayed when the Time of Delivery occurs after the agreed Deliv-ery Date.

14.2 Each Party must in good faith attempt to limit any delay including any negative ef-fects hereof as much as possible.

14.3 If Customer does not meet its obligations under the Agreement, or if WorkPoint in any other way is prevented from perform-ing its obligations due to circumstances caused by Customer, WorkPoint is enti-

tled to postpone deadlines for the per-formance of the Services by the duration of the delay as well as a reasonable start-up period after the delay has ended.

14.4 Irrespective of any postponement of deadlines, WorkPoint is entitled to claim reimbursement of additional documented costs and lost profits in that respect due to Customer's delay.

14.5 If an agreed Delivery Date is exceeded by more than 60 working days due to Work-Point's delay, Customer is entitled to re-quest that WorkPoint shall provide the Services within a reasonable notice of no less than 30 working days. If the Services have not been provided prior to expira-tion of such notice, Customer may termi-nate the respective SoW and claim com-pensation in accordance with these Gen-eral Terms and Conditions.

14.6 This Clause 14 constitutes Customer's sole and exclusive remedy in case of de-lay of the Services.

15   DEFECTS

15.1 The Services shall be deemed defective if the Services are not in compliance with agreed specifications set out in the Agreement provided that such non-compliance is not only insignificant devia-tions.

15.2 Upon Time of Delivery, Customer shall examine the Services without undue delay and immediately report any defects to WorkPoint. Defects shall be reported no later than three (3) months after the Time of Delivery.

15.3 Defects may at the sole discretion of WorkPoint be remedied by remediation or replacement.

15.4 Customer may terminate the respective SoW for cause if a defect is material and has not been remedied within 60 working days after Customer has submitted a written report to WorkPoint with a detailed description of the defect. Customer may in such case claim compensation subject to the limitations set out in these General Terms.

15.5 This Clause 15 sets out Customer's sole and exclusive remedies in case of defects, and Customer expressly and irrevocable waive any other rights in the event of defects of the Services.

15.6 If Customer reports a defect and such defect does not exist, Customer shall pay WorkPoint for the time spent by WorkPoint in accordance with the price model "Time and Material".

16 LIMITATION OF LIABILITY

16.1 WorkPoint's liabilities do not include (a) defects occurring as a result of installation, remedy or development performed by other than WorkPoint or as a result of Customer's use of the Services in conjunction with third-party accessories/software that directly or indirectly affect the functionality of the Services, (b) errors occurring as a result of alterations to or interference with the Services not carried out in accordance with WorkPoint's written instructions or acceptance, (c) errors occurring as a result of Customer's lack of training, as a result of the use of the Services in any other way than set out in the provided documentation, in accordance with good IT practice or due to Customer's negligence, its staff or any third-party and (d) failure to meet requirements or requests for functionality not

expressly and clearly specified in the Agreement.

16.2 A Party is not liable for any indirect or consequential damages suffered by the other party, including Customer's lost profits or savings, operating loss, loss of goodwill, or loss of data. WorkPoint's lost profits or revenues under the Agreement, increased resource spend or payment for surplus resources that are not possible to reallocate, are deemed a direct loss.

16.3 WorkPoint's aggregate liability in respect of any matters arising out of or in connection with the Agreement incl. with regard to art. 82(5) of the general data protection regulation, and Section II of these General Terms and Conditions, shall be limited to an amount corresponding to all payments made under the specific SoW, given rise to the claim, for a period of six (6) months prior to the event(s) having given rise to the claim (the 'Liability Cap'). If six (6) months have not passed at the time of such event(s), the Liability Cap will be the average payments per month for the period passed multiplied by six (6). Irrespective of the above WorkPoint's accumulated liability cannot exceed DKK 200,000.

16.4 WorkPoint assumes product liability in accordance with applicable mandatory legislation. Beyond this, WorkPoint assumes no product liability.

16.5 WorkPoint's liability in relation to third-party equipment/software only includes receipt of Customer's defect report and notifying the manufacturer or the manufacturer's local representative of the defect without undue delay. WorkPoint assumes no further liability in this respect.

16.6 Irrespective of the above, the liability of a Party shall not be limited or excluded due to claims for infringement of intellectual property rights, gross negligence or willful misconduct and breach of Clause 17, 20 and 21.

17 INTELLECTUAL PROPERTY RIGHTS

17.1 General

17.1.1 Each Party shall retain such intellectual property rights, which prior to the Agreement was the property of such party.

17.2 Customer's software, including third party software

17.2.1 From the date of the Agreement, Customer grants WorkPoint a time-limited, non-exclusive and non-transferable right to use the software made available by Customer to WorkPoint from time to time as part of the Services. The permitted use only includes such use required for the performance of the Services and shall expire upon termination of the Agreement.

17.3 WorkPoint's Services

17.3.1 WorkPoint grants to Customer, with effect from the date stated in the respective SoW or if no such date is agreed upon from Time of Delivery, a time-limited, non-exclusive and non-transferable right to use the Services, unless otherwise set out in the SoW or applicable Service Terms.

17.4 Documentation etc.

17.4.1 WorkPoint retains all intellectual property rights to its documentation, tools and methods developed for or made available to Customer to enable the performance

or use of the Services under the Agreement.

17.5 Customer is granted an unlimited right to use any description and documentation of Customer's own systems and business processes developed by WorkPoint under the Agreement. Customer has an unlimited right to use, change and transfer such reports, specifications, recommendations, charts and other customer-specific descriptions of Customer's systems and business processes that may be prepared under the Agreement. The right of use also applies after termination of the Agreement.

17.6 Infringement of third-party rights

17.6.1 WorkPoint shall defend Customer against any claims made by a third-party that the Services infringe patent, copyright or trademark or misappropriates its trade secret, subject to this Clause 17.6.

17.6.2 Customer shall notify WorkPoint without undue delay of any claim of infringement in writing. WorkPoint shall hereafter assume responsibility of such infringement claim and any expenses in relation hereto.

17.6.3 WorkPoint's obligations shall not apply to the extent that the claim or adverse final judgment is based on:

a) Customer's non-compliance with the Agreement, these General Terms and Conditions, , or other applicable license terms, EULA etc.

b) Customer's integration of the Services with a non-WorkPoint product, data or business process including third-party add-ons or programs;

c) use of the Services for other purposes than as intended and/or contrary to any instructions on use.

17.6.4 If final judgment is passed in favor of the third-party claim, WorkPoint is at its sole discretion entitled to obtain a valid license to the Services or to bring an end to the infringement by modifying or replacing the Services with a solution with materially the same functionality as the Services. Alternatively, WorkPoint is entitled to terminate the Agreement with immediate effect against repayment of any payments for such Services.

17.6.5 This Clause 17.6 constitutes Customer's sole and exclusive remedy in case of third-party infringement.

18 TERM AND TERMINATION

18.1 Term and New Term

18.1.1 The term of the Agreement (and any licenses and/or subscription services granted hereunder) ("Term") and any extension hereof ("New Term") is set out in the Agreement.

18.2 Termination for convenience (in Danish: opsigelse)

18.2.1 Within the Term or any New Term, the Agreement cannot be terminated for convenience (in Danish: opsigelse) by any party, unless otherwise expressly set out in the Agreement.

18.2.2 If termination for convenience is possible according to the Agreement, such termination shall only have effect for the future, and no payments already made to Workpoint shall be repaid.

18.3 Termination for cause

18.3.1 Each Party shall be entitled to immediately terminate the Agreement for cause (in Danish: "ophæve")

a) if the other Party commits a material breach of the Agreement, and such material breach has not been remedied within 60 days of receipt of a written notice from the non-breaching Party to do so,

b) if the other Party commits a material breach of the Agreement, which is not capable of remedy;

c) in the event of bankruptcy of the other party, subject to the right of the bankruptcy estate to enter the Agreement to the extent permitted under the Danish Insolvency Act (in Danish: "Konkursloven"); or

d) to the extent required to do so by law.

18.3.2 Customer's breach of the Service Terms in Section VI and Customer's failure to pay any outstanding amount (except for outstanding amounts disputed in good faith) is among others considered a material breach.

18.3.3 Upon termination of the Agreement, for any reason, Customer must immediately cease any use and delete all copies of the Services and remove them from Customer's systems.

18.3.4 Termination of the Agreement for cause shall have effect for the future only, and no payments already made to WorkPoint shall be repaid.

19 FORCE MAJEURE

19.1 A Party shall not be deemed to be in breach of its obligations if non-performance of these is due to a force majeure event.

19.2 Force majeure events include acts of God, war, mobilization, breakdown of telecommunication/Customer's infrastructure that are not provided by Work-Point, external security events (e.g. hacker attacks, attack by computer viruses or other third-party destructive behavior) and similar conditions (if the event is not the result of Supplier's breach, including non-compliance with agreed security requirements under the Agreement), pandemics, epidemics, natural disaster, strikes, lock-out, fire, damages to production plant, import and export regulations and other unforeseeable circumstances beyond the control of the Party concerned.

19.3 As soon as practicable after the affected Party issues a force majeure notice, and at regular intervals thereafter, the Parties must consult in good faith and use reasonable endeavors to agree on the steps to be taken and the appropriate plan for those steps, to enable continued provision of the Services affected by the force majeure event.

19.4 The Parties must at all times following the occurrence of af force majeure event, and for its duration, use their respective reasonable endeavors to prevent and mitigate the effects of the force majeure event. If WorkPoint due to a force majeure event is prevented from performing its Services it shall at the request of Customer and against payment of time and material spent take reasonable steps in accordance with good industry practice to overcome or minimise the consequences of the force majeure event.

19.5 Customer is entitled to postpone payments for Services not performed due to a force majeure event.

20 DATA AND SECURITY

20.1 Customer holds any and all rights, including intellectual property rights to Customer's data, irrespective of whether such data are included in the Services.

20.2 WorkPoint may anonymize data. Such anonymized data may be used, without the instructions of Customer and for WorkPoint's own purposes.

20.3 Customer is responsible for proper backup of Customer's data, unless otherwise agreed.

20.4 The Services may display, include or make available content, data, information, applications or material from a third-party or provide links to third-party websites. WorkPoint is not responsible for the content, accuracy, timeliness, quality etc. of such third-party material, and assumes no liability for the availability or content of such material.

21 CONFIDENTIALITY

21.1 Each Party shall observe complete confidentiality regarding any information and documentation etc. about the other Party in every respect as obtained in relation to the Agreement and the Services. This Clause shall apply regardless of termina-

tion of the Agreement for whatever reason.

22 ASSIGNMENT

22.1 The Parties may only assign rights and obligations within this Agreement to a third-party with the other party's prior written approval.

22.2 Regardless of Clause 22.1, each Party is entitled to assign rights and obligations set out in the Agreement within the restrictions set out in the Agreement to an affiliated company. In this case, the assigned Party is still responsible for fulfillment hereof.

23 VALIDITY AND SEVERABILITY

23.1 If any provision of the Agreement and/or these General Terms and Conditions are held to be illegal, invalid or unenforceable, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such provision shall not affect the legality and validity of the other provisions.

24 GOVERNING LAW AND DISPUTES

24.1 This Agreement is governed by and construed in accordance with Danish law except for a) rules leading to the application of other law than Danish law and b) the United Nations Convention on Contracts for the International Sale of Goods (CISG).

24.2 Any dispute controversy or claim arising out of or related to this Agreement shall be settled by a competent court at Work-Point's venue in Denmark.

SECTION II – PROCESSING OF PERSONAL DATA

25 BACKGROUND AND PURPOSE

25.1 The terms set out in this Section II shall apply to WorkPoint's processing of personal data on behalf of Customer. For the avoidance of doubt; if WorkPoint does not process any personal data on behalf of Customer this Section II shall not apply.

25.2 In the event of conflict between the Agreement, other sections in these General Terms and Conditions and this Section II, Section II shall take precedence.

25.3 To the extent that the applicable data protection regulation entails a need to adjust this Section II, the Parties agree that the content of this Section II shall be renegotiated between the Parties and amended accordingly.

26 SCOPE

26.1 WorkPoint is authorized and instructed to process personal data on behalf of the Customer as part of the performance of the Services on the terms and conditions set out in this Section II.

26.2 WorkPoint is instructed only to process personal data pursuant to Section II on behalf of Customer to the extent the processing is necessary for delivering the Services.

26.3 WorkPoint is not allowed to process the personal data for its own purposes.

26.4 Unless otherwise set out in the Agreement, WorkPoint will process ordinary categories of personal data only. This includes all personal data the Customer provides to WorkPoint, e.g. contact info, address, e-mail, phone numbers and such other customer data and/or supplier data. No special or sensitive categories of personal data is processed, unless specifically instructed by the Customer.

26.5 Unless WorkPoint receives instructions from the Customer allowing WorkPoint to process special or sensitive categories of personal data, if WorkPoint becomes aware that special/sensitive categories of personal data have been provided to WorkPoint, such personal data will be deleted instantly and without prior notice to the Customer.

26.6 Unless otherwise set out in this Section II WorkPoint will process personal data pertaining to all categories of data subjects on behalf of Customer incl. employees, clients, members and customer as well as supplier contacts which may also include children, to extent such data is provided by Customer.

26.7 WorkPoint may only process the personal data subject to Customer's instructions, unless processing is otherwise required under EU law or national law applicable to WorkPoint. In this event, WorkPoint shall notify Customer of the legal requirement before processing is carried out unless such notification would be in contravention to the law in question.

27 DURATION

27.1 Section II shall apply and be effective for the duration of the provision of the Services and shall terminate automatically when WorkPoint no longer processes personal data on behalf of Customer as part of the Services.

27.2 Upon termination of the Agreement, WorkPoint shall return to Customer all personal data (if Customer does not already have such data) and shall delete any existing copies unless EU law or national law requires WorkPoint to store the personal data.

28 CUSTOMER'S OBLIGATIONS

28.1 Customer is responsible for complying with applicable data protection law, as a data controller, in relation to the personal data processed by WorkPoint on behalf of Customer.

28.2 Customer's responsibility includes in particular the following, the compliance with which is warranted by Customer:

a) Customer has the necessary legal basis to process, and to permit WorkPoint to process, the personal data processed as part of the performance of the Services.

b) The specification of personal data in Clause 26 is exhaustive and no other personal data is being processed as part of the performance of the Services.

c) The instructions given are legal and sufficient for WorkPoint to fulfill its obligations.

29 WORKPOINT'S OBLIGATIONS

29.1 Security measures

29.1.1 WorkPoint shall initiate and implement appropriate technical and organizational measures to achieve a security level that matches the risks involved in the processing activities carried out by WorkPoint for Customer.

29.1.2 The technical and organizational measures shall be determined, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity to the rights and freedoms of natural persons.

29.1.3 WorkPoint shall ensure that persons authorized to process Customer's personal data have committed themselves to confidentiality or are subject to an appropriate statutory obligation of confidentiality.

29.2 Documentation for compliance with WorkPoint's obligations

29.2.1 WorkPoint shall make available to the Customer all information required to demonstrate compliance with the requirements of this Section II. WorkPoint shall give access and contribute to audits, including inspections, conducted by Customer or another auditor authorized by Customer. This Clause can also be fulfilled by WorkPoint's submission of an audit report.

29.2.2 WorkPoint shall notify Customer immediately if, in WorkPoint's view, an instruction to make information available or give access to audits or inspections is contrary to applicable Danish law or data protection provisions in other EU law or national law.

29.3 Notification of personal data breaches

29.3.1 WorkPoint shall notify Customer without undue delay after becoming aware of a personal data breach.

29.4 Assistance to Customer

29.4.1 At Customer's request and taking into account the nature of the processing, WorkPoint shall assist Customer by appropriate technical and organizational measures, with the fulfilment of Customer's obligation to respond to requests for exercising the data subjects' rights as set out in the applicable legislation on the processing of personal data.

29.4.2 At Customer's request and taking into account the nature of the processing and the information available to WorkPoint, WorkPoint shall also assist Customer with ensuring compliance with Customer's obligations to:

a) implement appropriate technical and organizational measures;

b) notify the supervisory authorities of personal data breaches;

c) communicate a personal data breach to data subjects;

d) carry out data protection impact assessments; and

e) perform prior consultations of the supervisory authority.

30 COMPENSATION

30.1 WorkPoint is entitled to receive payment for time spent in accordance with the price model "Time and Material" as well as other direct costs incurred by WorkPoint relating to assistance and services provided by WorkPoint at the request of Customer. Such assistance and services may include but is not limited to assistance with reporting a security breach, provision of data to data subjects, audits, cooperation with supervisory authorities and assistance for compliance with request from data subjects.

30.2 WorkPoint is entitled to receive payment for time spent as well as other direct costs incurred by WorkPoint relating to changes due to matters lying with Customer or the instructions. The payment may include but is not limited to changes as a result of new risk assessments and impact assessments as well as changes necessitated due to Customer is being subject to law other than Danish law.

30.3 The payments is calculated in accordance with the price model "Time and Material" at rates set out in the Agreement. Where no agreement regarding hourly rate has been made, the compensation is calculated in accordance with WorkPoint's generally applied hourly rates.

30.4 Notwithstanding anything to the contrary in this Clause 30.4, a Party does not have the right to claim compensation for assistance or implementation of changes to the extend where such assistance or changes are a direct consequence of the party's own breach of this Section II.

31 USE OF ANOTHER PROCESSOR

31.1 WorkPoint is authorized to use another data processor (a sub-processor) without Customer's specific prior approval.

31.2 An updated list of sub-processors can be found either on WorkPoint's website, or it can be provided by request to the e-mail address info@workpoint.dk. Further, any updates to the sub-processors will be notified to Customer, e.g. via e-mail, newsletters, system notification etc. Customer may object against the addition or substitution of a sub-processor to the extent Customer has a reasonable basis for such objection.

31.3 Where WorkPoint engages a sub-processor, the same data protection obligations as set out in this Section II shall be imposed on that other sub-processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the general data protection regulation. Notwithstanding the foregoing, Customer accepts that the processing of data by the sub-processor may be subject to the standard terms and conditions that applies to such sub-processor, provided that Customer is informed hereof. Such information regarding the sub-processors can be found on WorkPoint's website or otherwise be provided to Customer.

31.4 WorkPoint is fully liable to Customer for the performance of the sub-processor's obligations as if performed by the Data Processor itself.

32 DATA EXPORT

32.1 WorkPoint will seek to keep all personal data within the European Union or EEA; it is not the intention of WorkPoint to export data. However, Customer accepts that WorkPoint may transfer personal data to a country outside the European Union or EEA – provided that WorkPoint, prior to the transfer, has secured the necessary lawful basis for such transfer - or that Customer has instructed WorkPoint to do so, in which case Customer is responsible for securing the necessary lawful basis.

32.2 If Customer under the employed transfer basis is required to be a direct contractual party to an agreement, e.g. the EU Commission's model contracts for the transfer of personal data to third countries, WorkPoint shall be authorized to conclude such agreement on behalf of Customer. The content of this Section II shall not be deemed to change the content of such transfer basis, incl. the EU Commission's model contracts.

SECTION III – SERVICE TERMS FOR PROFESSIONAL SERVICES

33 PROFESSIONAL SERVICES

33.1 These Service Terms in Section III applies to Professional Services performed by WorkPoint.

34 LEGAL NATURE OF PROFESSIONAL SERVICES

34.1 Professional Services shall be provided as Consultancy Services. Only if expressly set out in the Agreement will Professional Services be provided as Result Based Services.

35 TIME SHEDULE

35.1 Time schedule (if any) for the performance of the Professional Services will be included and specified in the Agreement. The Parties shall meet the deadlines reflected in the time schedule. The time schedule shall in overall terms specify the agreed activities and deadlines for the performance of the Professional Services.

35.2 WorkPoint is responsible for update of the time schedule reflecting any agreed changes between the Parties, including that an updated version of the time schedule always is available to the Parties.

35.3 With 10 working days prior written notice, WorkPoint is entitled to postpone an agreed deadline three times. Such postponement will also include postponement of any succeeding deadlines with the same number of working days. Postponement in accordance with this Clause 35.3 may maximum include 60 working days.

36 ANALYSIS PHASE

36.1 An analysis shall only be carried out if expressly set out in the Agreement. Unless otherwise set out in the Agreement,

the analysis is a separate Consultancy Service payable based on time consume.

36.2 If analysis has been agreed to be provided by WorkPoint, Customer shall loyally assist WorkPoint in its investigations etc. during the analysis and provide access to Customer's systems and networks if necessary.

36.3 WorkPoint will review the available documentation. As part of this review, WorkPoint shall assess whether the information is sufficient or whether further information is required. WorkPoint shall notify Customer if Customer fails to contribute as agreed or if additional information is required. Customer shall loyally disclose all relevant facts and grant WorkPoint access to relevant information for the purpose of WorkPoint's verification.

36.4 Based on the analysis, WorkPoint prepares an analysis report. The analysis report provides the basis for setting out the terms of the Professional Services. The performance of an analysis does not limit Customer's liability for obligations under the Agreement. If the Parties cannot reach agreement on the terms of the Agreement based on the analysis performed within four weeks of the analysis report becoming available, Customer may inform WorkPoint that it does not wish to enter into an Agreement for the Professional Services. In such case, Customer shall pay WorkPoint for time spent and costs incurred during the analysis.

37 PERFORMANCE OF THE PROFESSIONAL SERVICES

37.1 WorkPoint shall provide Professional Services in accordance with good IT practice.

37.2 Professional Services are deemed delivered (Time of Delivery) as set out in Section I of these General Terms and Conditions. However, with regard to Result Based Services where an acceptance test has been agreed to be performed, see clause 39, Time of Delivery shall be deemed to have taken place when such test is passed. In any event has Time of Delivery taken place, once Customer has taken the Service into use..

38 RIGHTS TO PROFESSIONAL SERVICES

38.1 Where property rights, rights of use and other rights under this Agreement shall pass to Customer as part of the provision and implementation of the Professional Services, such rights will pass to Customer as effective payment is received from Customer.

39 TESTING AND APPROVAL OF RESULT BASED PROFESSIONAL SERVICES

39.1 Testing of Result Based Professional Services shall only be carried out if expressly set out in the Agreement. In such case, the Agreement will contain a plan for this test, specifying the Parties' tasks and responsibilities.

39.2 To the extent an acceptance test is agreed to be carried out with regard to Result Based Professional Services the following shall apply;

  a) the acceptance test must be completed before go-live as defined in the Agreement. An agreed approval period of 10 working days starts from the time when the Result Based Professional Services are put into operation/use for day-to-day business purposes.

  b) During the approval period, Customer shall carefully examine whether the Result Based Professional Services meet the agreed provisions as set out in the Agreement during normal operation.

  c) All errors found during the approval period shall be reported without undue delay, and appropriate documentation shall be enclosed. WorkPoint is entitled and obliged to remedy errors found during the approval period in accordance with the guidelines for such remedies.

  d) On the first working day following the expiry of the approval period, Customer shall inform WorkPoint whether the Result Based Professional Services are approved. If such notification has not been received within the time limit agreed, the Result Based Professional Services are considered to be approved. The first working day following the expiry of the approval period is then considered to be the Time of Delivery.

  e) If Customer intends to reject the Result Based Professional Service, Customer shall present and document the circumstances that prevent approval in writing within the same time limit. Customer can only refuse to approve the Result Based Professional Services if significant defects are found.

  f) If WorkPoint accepts a complaint, WorkPoint will remedy the defect without undue delay. WorkPoint shall inform Customer in writing when the defect has been remedied or a temporary solution can

be provided. Customer is entitled to a reasonable period of time within which the circumstances that prevented the approval of the Result Based Professional Services can be retested. If Customer insist that the Result Based Professional Services cannot be approved, the procedure is repeated until the defect has been remedied.

g) The first working day after the Result Based Professional Services are approved or should have been approved in accordance with the above is then considered to be the Time of Delivery.

40 PERSONNEL

40.1 WorkPoint shall use qualified resources to perform the Professional Services under the Agreement.

40.2 The Parties shall ensure continuity in the resources used to perform the Agreement. If necessary, the Parties may replace resources – including named resources – that are allocated to the Agreement with other corresponding resources.

41 CHANGES

41.1 Each Party may request changes to the Agreement, including the service description ("Changes") in accordance with the terms and conditions set out in this Clause 42.

41.2 Usual and expectable adjustments and iterations performed in order to establish a solution that meets the agreed requirements, and which is relevant to Customer are not Changes, but ordinary project activities to comply with the requirements set out in the Agreement.

However, such adjustments and iterations may not result in WorkPoint having to use additional resources.

41.3 Any agreed Change is conditional upon payment of the other party's additional expenses in relation to such Change and the acceptance of the consequential effect on any agreed time schedule and deadlines etc. Changes are always subject to the other party's prior approval.

41.4 Both Parties shall to the widest extent possible seek to carry out any Change request from the other party. A Change request shall be delivered in writing to the other party, who within five (5) working days shall announce whether the Change request is accepted. If the Change request is accepted, WorkPoint shall perform a change analysis stating the expenses and consequences of the Change. Within five (5) days after the change analysis is received by the Parties, the Parties shall inform whether the Change can be accepted on the specified terms.

41.5 Regardless of whether or not a change request is accepted, WorkPoint may demand payment for performing a change analysis. This payment will be calculated according to time spent and at the applicable prices for similar work.

42 TERMINATION

42.1 Professional Services delivered in accordance with the price model "Fixed Price" cannot be terminated for convenience.

SECTION IV – SERVICE TERMS FOR SUPPORT SERVICES

43   SUPPORT SERVICES

43.1   Section III (Service Terms for Professional Services) shall apply mutatis mutandis to Support Services.

SECTION V – SERVICE TERMS FOR HOSTING SERVICES

44   HOSTING SERVICES

44.1   These Service Terms in Section V applies to Hosting Services performed by WorkPoint.

45   AVAILABILITY

45.1   Unless otherwise set out in the Agreement, WorkPoint does not warrant any specific service levels for the performance of the Hosting Services.

45.2   WorkPoint will use commercially reasonable efforts to make the Services available at all times, except for planned downtime and any unavailability caused by external events, incl. force majeure circumstances. However, WorkPoint does not warrant that the Hosting Services will be error-free or that the Hosting Services will work without minor interruptions.

45.3   Any planned downtime is to the extent possible placed in weekends or outside normal business hours.

45.4   WorkPoint is not liable for any downtime, caused by defects in third-party software or services provided by a third-party.

46   ESTABLISHMENT OF SERVICES

46.1   WorkPoint shall prepare an activity plan and a schedule for Customer's deployment of the agreed Hosting Services if a transition period has been agreed.

46.2   The activity plan and the time schedule shall include the activities specified in the Agreement, indicating who is responsible for the performance of each task. At WorkPoint's request, Customer shall participate in such activities free of charge, including tests etc., to a reasonable extent.

46.3   WorkPoint's payment for carrying out activities during the transition period is specified in the Agreement. Unless otherwise agreed, all services are provided according to time spent and at the current list prices.

46.4   If a formal testing and commissioning process has been agreed upon, this process is set out in the Agreement. In all other instances, Time of Delivery is deemed the date when WorkPoint initiate the Hosting Services.

47   TAKEOVER OF EMPLOYEEES

47.1   The Hosting Services shall not include any obligation for WorkPoint to takeover employees of Customer.

48   WORKPOINT'S SOFTWARE AND EQUIPMENT

48.1   If Hosting Services are delivered to Customer using WorkPoint's software or equipment, WorkPoint is entitled to replace or upgrade such software or equipment without Customer's prior consent.

49   TERMINATION ASSISTANCE

49.1   Irrespective of the reason for the full or partial termination of the Agreement, WorkPoint shall contribute to the transition of the Hosting Services from WorkPoint to Customer or a third party designated by Customer in a proper and responsible manner.

49.2 WorkPoint is entitled to separate payment for such termination assistance according to price model Time and Material.

49.3 Upon termination of the Agreement, Customer may require WorkPoint to hand over all Customer data, including all log files and other data generated in connection with the performance of the Agreement.

SECTION VI – SERVICE TERMS FOR SOFTWARE LICENSING SERVICES

50 SOFTEWARE LICENSING SERVICES

50.1 These Service Terms in Section VI applies to Customer's use of the Software Licensing Services, incl. the software "WorkPoint 365" and any other software developed, marketed or otherwise distributed by WorkPoint, irrespectively of whether Customer has purchased a license to the Licensing Software Services from WorkPoint or another vendor.

51 THE SERVICES AND SOFTWARE

51.1 The Software Licensing Services, incl. the software comprised by the Software Licensing Services, is standard software and is provided "as is". The Software Licensing Services are developed and owned by WorkPoint and is a standard software solution with the primary focus on case management and document management solutions and such related services.

52 THE LICENSE

52.1 Subject to payment of the License Fee cf. Clause 55, Customer and Customer's Affiliates are granted a time limited, non-exclusive, non-transferable right to use the Software Licensing Services from the tenants as defined in the Agreement, including any upgrades, versions, releases,

maintenance, development services, updates etc. as delivered by WorkPoint in the license period set out in the Agreement. For the purpose of these Service Terms for Software Licensing Services, "Affiliates" means any legal entity that the Customer owns, that owns the Customer, or that is under its common ownership. "Ownership" or "own" means, for purposes of this definition, control of 50% or more interest in an entity.

52.2 Customer may use the Software Licensing Services only for the purpose of Customer's internal business purposes.

52.3 Customer shall not reverse engineer, disassemble or decompile the Software Licensing Services or any software comprised by the Software Licensing Services, except where and only to the extent that such operations are permitted according to the applicable mandatory, statutory legislation and Customer shall comply with the legislation in all respects.

52.4 Customer shall not be entitled to sell, lease, lend, permit the use of or in any other way assign or pass on the right of use of the Software Licensing Services to any third-party, unless otherwise set out in these Service Terms for Software Licensing Service, or a specific grant of license to external users ("External Users") is agreed upon and set out in the Agreement. External Users must comply with these Service Terms for Software Licensing Services and Customer is liable for any External Users use of the Software Licensing Service. Internal invoicing for use of the Software Licensing Services between Customer and Affiliates can take place and shall be of no concern of WorkPoint.

52.5 Customer shall not break or change any codes. Nor shall Customer change or re-

move any marks and/or notices concerning copyright, trademarks or other rights, or references hereto stated in the Software Licensing Services or on the medium upon which the Software Licensing Services may have been delivered.

52.6 In the event that Customer uses the Software Licensing Services contrary to these Service Terms for Software Licensing Services, WorkPoint may terminate the Software Licensing Service for material breach immediately and without notice.

53 LICENSE METRIC

53.1 The Software Licensing Service is granted for the tenants as set out in the Agreement and for a specified number of users of the Customer (including Affiliates of the Customer) set out in the Agreement and for which Customer has paid the applicable License Fee, cf. Clause 55.

53.2 Notwithstanding any organizational ties in terms of employment, affiliation, or otherwise Customer must purchase a license for each individual tenant from where access to the Software Licensing Services is obtained directly or indirectly. The number of users must be set out in the Agreement.

54 UPGRADES

54.1 The Software Licensing Services may at the sole discretion of WorkPoint be subject to upgrades from time to time, including by addition of new versions, updates and features etc. Such updates may be subject to planned downtime and occur without notice. However, WorkPoint will use reasonable efforts to notify Customer in advance. Any planned downtime is to the extent possible placed in weekends or outside normal business hours.

55 LICENSE FEE AND PAYMENTS

55.1 Customer's permitted use of the Software Licensing Services are subject to payment of a fee calculated in accordance with the Agreement (the "License Fee").

55.2 Invoicing and payment of the License Fee shall be made in accordance with the Agreement.

56 INTELLECTUAL PROPERTY RIGHTS

56.1 Customer recognizes that WorkPoint holds any and all copyrights and other intellectual property or industry rights in and to the Software Licensing Services, including but not limited to the code to the software. This also applies to any changes, adjustments, upgrades etc. to the software. Customer shall respect WorkPoint's intellectual property rights and Customer shall be responsible for any breach of such rights, including unauthorized access of the software by a third-party having got access to the Service through Customer or matters related to Customer.

57 WARRANTIES

57.1 WorkPoint warrants that the Software Licensing Services will substantially conform to published specifications and to the original documentation provided by WorkPoint, and that all material functions will perform, provided that the Software Licensing Services are used for its purposes, in accordance with the specifications, and on the computer hardware and with the operating system for which it was designed.

57.2 No reseller, consultant or any third party is authorized to make any representation or warranty to Customer regarding the Software Licensing Services.

57.3 THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY WORKPOINT. WORKPOINT MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY WORKPOINT.

58 AUDIT AND INFORMATION

58.1 WorkPoint shall have the right to verify Customer's compliance with the Agreement at any time and without notification. Such verification may be in the form of accessing the Software Licensing Services and records contained therein, including electronically. Customer shall provide WorkPoint with reasonable assistance in its verification efforts.

58.2 Without prejudice to any other remedies available to WorkPoint, if Customer is not correctly licensed, WorkPoint shall be entitled to demand payment of the additional License Fee for the period Customer has not been correctly licensed.

58.3 Neither Party shall be responsible for the other Party's costs associated with this Clause 58. Notwithstanding the foregoing, Customer shall be liable for costs incurred by WorkPoint, if Customer is not in compliance with the Agreement.

59 SYSTEM REQUIREMENTS

59.1 Customer is aware and acknowledge that the Software Licensing Services may require and be subject to system requirements and/or a software subscription e.g. Office 365. Such requirements are set out in the Agreement or the documentation. Customer shall be responsible for fulfilling such system requirements and pay

any related costs and fees. WorkPoint does not represent or warrant that the software is compatible with future versions of any third-party software.

60 TERM AND TERMINATION

60.1.1 Unless otherwise set out in the Agreement, the Software Licensing Services shall automatically be extended for periods of 12 months after the Term ("New Term"), unless terminated by a Party with three months written notice before expiry of the Term or a New Term, where applicable.

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