

GENERAL TERMS AND CONDITIONS

1. Preamble

These General Terms and Conditions (Terms) is an exhibit to the Agreement executed between the Parties. This Exhibit is hereby incorporated by reference into the Agreement. Except as specifically stated herein, each capitalized term used in these Terms shall have the same meaning as assigned to it in the Agreement (if any). The terms of the Agreement apply to these Terms.

2. Obligations

2.1 The Customer shall:

- a) comply with applicable laws. Sentia exercises no control of the content of information the Customer sends from Sentia's Services and that it is the sole responsibility of the Customer to ensure that any information sent or received by Customer complies with the law.
- b) support Sentia where reasonable needed when Sentia is delivering its Services or Products.
- c) provide access to its applicable computer systems including the Services and Products to designated employees of Sentia at all reasonable times and by prior appointment.
- d) If the Customer's equipment causes disruptions or otherwise interferes with Sentias Services or Products the Customer shall on Sentias request, immediately disconnect the equipment that gives rise to the disturbance. Sentia may suspend its Services until the equipment has been disconnected.

2.2 Sentia shall:

- a) Deliver the Services and Products as stated in the Agreement.
- b) Provide skilled resources who ensure proper performance and quality of the Services.

3. Payment

3.1 The Customer will pay Sentia's invoices within 14 days of their issue date.

3.2 Sentia reserves the right to charge interest on late payments of undisputed invoices at the rate of 1.5% per month from the due date to the date of payment. A reminder fee of DKK 100 will be invoiced per reminder letter. Sentia reserves the right to suspend Services for Services that are more than 30 days overdue by providing 5 working days prior written notice to the Customer.

3.3 The Prices in the Agreement are fixed for 12 months after the Effective Date. After the 12 months Sentia may annually increase the price with the increase in the Danish

Consumer Price Index based on the index available on the Effective Date.

3.4 The prices for third party software and support thereof can be changed at any time to reflect a cost increase from the third-party software vendor.

3.5 The Customer hereby waives any and all existing and future claims and set-offs against any payment under the Agreement and agrees to pay the charges and other amounts due under the Agreement regardless of any set-off or counterclaim the Customer may have against Sentia.

3.6 The price and any additional charges properly payable under the Agreement are exclusive of any sales tax (such as VAT, GST, HST etc.), which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.

3.7 The price and any additional charges and services under the Agreement are exclusive of personal travel time and costs for travel, meals and lodging. Expenses will be charged at actual cost + 5% administration fee. Travel time will be charged at 50% of the hourly rate.

4. Delivery

4.1 Sentia agrees to deliver the Services and Products on the date specified in the Agreement or as mutually agreed between the parties.

4.2 Unless otherwise agreed, Customer will have 5 business days from the date of delivery of the Consultancy Services to test and evaluate the Services for conformity with the requirements therefore set forth in the Agreement.

4.3 Customer shall accept each Service if it materially conforms to any specifications set out in the Agreement.

4.4 If the Services do not materially conform to the determined specifications, then Customer shall provide a written statement of nonconformity to Sentia, identifying in detail the basis for the nonconformity, within such 5-business day period.

4.5 Sentia will use reasonable commercial efforts to correct the identified nonconformity and redeliver such Services within a period of 15 days (or such other period of time as mutually agreed upon in writing) under the same delivery testing procedure.

4.6 The testing and notice of acceptance or rejection procedure described in this Section will be repeated up to 5 times as necessary, using the same timeframes as described above, measured from the most recent delivery or re-delivery of Services.

4.7 Customer shall be deemed to have accepted the Services:

- a) if Customer gives written notice of acceptance of the Services,
- b) if Customer fails to provide a written statement of nonconformity to Sentia within 5 business days after the most recent delivery or re-delivery of Services, or
- c) if Customer utilizes the Services or makes any use thereof other than as strictly necessary for testing under this Section.

5. IT audit

Sentia is audited every year by an external state-authorized auditor, who examines the general operating IT controls pursuant to audit standard ISAE 3402 type II based on the controls specified in ISO 27002 and a report based on ISAE 3000 type II based on the GDPR requirements. Auditor's statement can be sent to the Customer upon written request. Material matters pointed out by the auditor must be rectified within reasonable time.

At Customers request and cost Sentia can deliver a separate auditor statement which solely concerns the Services ordered by the Customer.

6. Third Parties and Affiliates

6.1 Customer shall ensure compliance to all terms and conditions of the Agreement of any third party and Affiliate if they are allowed to have access to the Services, Products or any Confidential Information.

6.2 Customer agrees that any acts or omissions of any third party or Affiliate who accesses or uses any Services or Products by or through Customer (whether or not such access or use is authorized by Customer or such Affiliate) that would constitute a breach of the Agreement or failure of a condition if committed by Customer shall be deemed a breach of the Agreement or failure of such condition by Customer, and Customer shall be liable for all such acts or omissions as if such acts or omissions were the acts or omissions of Customer.

7. Intellectual Property Rights and Third-Party Rights

7.1 Neither the Customer nor Sentia assigns any existing intellectual property rights under this Agreement. Intellectual property rights developed by Sentia as part of its performance of this Agreement will be the property of Sentia. Once the Customer has fulfilled its payment obligations, the Customer will receive a right to use the Services and Products. Such right of use cannot be assigned to a third party and is not an exclusive right.

7.2 Under no circumstance, will this Agreement subrogate either Party's intellectual property rights to the other Party. Customer continues to retain the ownership of all data stored in Sentias Products and Services.

7.3 Third party software supplied with the Products or Services may only be used in conjunction with these and may not be copied or otherwise distributed. The right to use the third-party software will terminate at the same time as this Agreement terminates between the Parties.

7.4 Errors and defects in the third-party software is handled through the Support Services however Sentia accepts no responsibility for errors and defects in software provided by a third party.

7.5 The Customer is obliged to comply with the license terms applicable for the software developed by the third party and distributed by Sentia. Upon request Sentia will deliver the latest applicable license terms, which will be provided in the same format and language as they have been made available to Sentia. The Microsoft Customer Agreement can be found on: <https://www.microsoft.com/licensing/docs/customeragreement>.

7.6 Customer grants Sentia the right, which Sentia will exercise at its own expense and no more than once per year, to enter Customer's premises during business hours for the sole purpose of examining Customer's records and other information relating to the Customer's (and, if applicable, its Affiliates') use of the Services and Products.

8. Limitation of Liability

8.1 Sentia's principal obligation is confined to the provision of the Services and Products as stated in the Agreement. Sentia cannot offer any guarantee regarding the appropriateness of the third party software and third party hardware nor that it will operate in the combinations which may be selected for use by the Customer.

8.2 Malfunction of goods or services not supplied by Sentia shall not constitute grounds for the withholding of payments due to Sentia from the Customer.

8.3 Sentia is not responsible for the following: (i) faults arising due to the Customer's use of Products and/or Services together with other systems that was not delivered or approved by Sentia, including hardware or software that was connected to the Products or Services after delivery was made; (ii) faults arising from modifications or intervention that were not implemented in accordance with Sentia's instructions; (iii) faults caused by the Customer's insufficient training or by the Customer's use in a manner other than that prescribed in the documentation issued; (iv) downsizing of the system's functionality caused by the Customer's own installation/implementation of software and/or hardware, including updates, etc.

8.4 The Parties are liable to pay damages in accordance with the law. Neither Party can be held liable for consequential loss and/or indirect damage, including but not limited to

operating loss, higher operating expenses, loss of data, lost profit, loss of goodwill or other indirect loss.

8.5 Sentia cannot be held liable of damages if the delay or non-delivery is due to (i) delay or impaired connections (such as the communication infrastructure) for which Sentia is not responsible; or (ii) delays or insufficient deliveries from utilities or other suppliers that are not subject to Sentia's instructions and whose output is a prerequisite for Sentia's delivery.

8.6 Additional compensation cannot be claimed for situations relating to Sentia's Services that trigger a penalty (Service Credit). Under any circumstances, penalty remuneration and liability to pay damages are limited to the calculation of the Service Credit defined in Sentia's Service Level Agreements.

8.7 The total liability of Sentia to the Client under the Agreement will be limited to the price paid by the Customer to Sentia 12 months prior to a claim is made.

9. Warranty

9.1 Sentia makes all Services and Products available as they are and presently exist. Sentia makes no express or implied warranties and Sentia accepts no liability with regard to traffic, satisfactory quality, non-infringement and fitness for a particular purpose, and guarantees arising from trade conventions, customs or trade practice.

Services Warranty: Sentia warrants that all Services shall be performed in a professional and workmanlike manner. For any breach of the warranty contained in this Section, Customers' sole and exclusive remedy, and Sentia's entire liability and obligation, shall be to re-perform the defective Services. This warranty shall not apply with respect to any alleged failure or defect in the Services that is not reported to Sentia in writing within thirty 30 days after the performance of the applicable Services.

9.2 In the event of suspected defects in the Services reported to Sentia, the Customer shall in accordance with Sentia's reasonable instructions forward to Sentia such documentation relating to the suspected defects as Sentia may reasonably require.

9.3 This warranty shall not cover the repair of any defects or other faults caused by any third party (including but not limited to any third party software and/or third party hardware not provided by Sentia, power failure, accidents, transport damage, negligence, improper use, fire-fighting appliances or all other causes other than normal use) unless due to the acts or omissions of Sentia, its employees or contractors.

9.4 Any warranty lapses if Customer modifies the Services or Products. Warranty for third party software is in any case limited to the guarantees provided by such.

10. Indemnities

10.1 Sentia will indemnify the Customer for physical injury or death caused either by defects in the Services or Products or by the acts or omissions of Sentia or its employees, agents, contractors or carriers.

10.2 Sentia will indemnify the Customer against all proceedings, costs, claims, actions, demands and expenses suffered by the Customer based upon any claim for infringement in connection with the use by the Customer of any intellectual property rights in the Services or Products provided that:

- a) the Customer shall not have made, or allowed to be made, any modifications to the Services or Products which may constitute an infringement of any other rights;
- b) the Customer undertakes that Sentia shall be given prompt notice of any such claims that are made against the Customer and Sentia shall have the right to defend any such claims and to make settlements of them at its own discretion and
- c) the Customer shall give such assistance as Sentia may reasonably require to settle or oppose any such claims.

10.3 In the event such infringement occurs or may occur Sentia may at its sole cost and option:

- a) procure for the Customer the right to continue to use the Services, Products or of the infringing part or
- b) modify the Services, Products or the infringing part so that it becomes non-infringing without downgrading the performance of the Services or Products or
- c) replace the Services, Products or the infringing part by another system of at least equivalent capability or
- d) if a) – c) is not possible terminate the Agreement, completely or partially.

10.2 Customer is liable for ensuring that Customer's solution, including licenses, does not violate the IP rights of a third party.

11. User Right

11.1 Sentia grants the Customer the nonexclusive, non-sub-licensable and nontransferable right to use the Products and Services and accompanying documentation.

11.2 The following provisions apply for Services and Products delivered by Sentia:

- a) The Services and Products are restricted to the Customers own use, on the processing units agreed between the parties, for the number of users, servers and/or workstations and the like agreed upon with Sentia.
- b) The Customer will not be permitted to copy, duplicate or alter the Services and Products in any

way, unless specifically agreed to in the Agreement or with Sentia's prior consent in writing.

11.3 In the event that Sentia supplies third party products and services, the license terms of that third party will apply.

12. Term and Termination

12.1 Any irredeemable period will be stated in the Agreement.

12.2 The Agreement can be terminated by either party at the end of an irredeemable period or if no irredeemable period has been agreed after 12 months from the Effective Date with 60 days' advance notice in writing. If the Agreement is not terminated at the end of the period, the Agreement is automatically extended in successive 12 months' periods, until it is terminated by one of the parties by 60 days' advance notice in writing at the end of such period.

12.3 The Agreement may be terminated immediately by notice in writing:

a) by either party if the other party is in material breach of any of its obligations under these Terms and the Agreement and (if capable of remedy) fails to remedy the breach for a period of 30 days after written notice by that party. For the avoidance of doubt, any breach of a payment obligation shall be a material breach of this Agreement;

b) by either party if the other party is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary (other than for the purposes of an amalgamation or reconstruction), or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts.

c) If Sentia gets revoked its license to offer a Product or a Service from a third party.

12.4 If Sentia decides to discontinue offering a Product or a Service, Sentia may terminate the Agreement with respect to the Product or Services in question with three months' notice.

12.5 Upon termination Sentia will make available to the Customer the Customer data, on a generally accepted, readable medium, as these data are present, at that moment, on the Sentia Infrastructure, except in the situation that the Customer itself can be deemed capable to make a back-up of these data. Sentia will be entitled to charge a fee for its efforts. Sentia will however not make available images

or mirrors of the servers since they contain license keys, service applications and setups belonging to Sentia.

12.6 Any termination of these Terms under this section will be without prejudice to any other rights or remedies of either party under these Terms or at law and will not affect any antecedent or accrued rights or liabilities of either party at the date of termination.

12.7 Any termination notice is to be sent to opsigelse@sentia.dk.

13. Confidentiality

13.1 Each Party shall keep secret and treat as confidential all Confidential Information obtained from the other and shall not disclose such information to any person other than its employees, agents or sub-contractors where such disclosure is required for the performance of the party's obligations under the Agreement. This section shall not extend to information which was already in the lawful possession of a third party prior to the Agreement or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this section) or which is trivial or obvious. The obligations of confidentiality under this section shall survive any termination of the Agreement.

13.2 With respect to data from Customer's database that is in Sentia's physical possession, custody or control, and subject to all terms and conditions of this Agreement, Sentia will maintain physical, electronic, and procedural safeguards that comply with legal standards to guard such data and to implement and apply appropriate information security and disposal measures and incident response procedures designed to comply with applicable laws.

13.3 The Parties must comply with relevant data protection legislation. If personal data is processed by Sentia the Parties will enter into a Data Protection Agreement.

13.4 Sentia is entitled to use the Customer as a reference in marketing materials, including but not restricted to Sentias website. The content of any press release is subject to Customers approval. Sentia is entitled to contact the Customer directly to provide offers concerning Services and Products.

14. General Provisions

14.1 Sentia reserves the right at any time with prior written notice to change these Terms. Changes cannot negatively impact prices that are already agreed according to the Agreement. The latest version in effect at any time can be seen on <https://sentia.com/dk-en/terms/>.

14.2 The Customer acknowledges that Sentia may delegate performance of some or all of its obligations under the Agreement to subcontractors; provided, however, that

Sentia shall remain fully responsible for the performance of such obligations.

14.3 Neither party shall be liable to the other for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control (force majeure), including but not limited to any industrial dispute. If such delay or failure continues for at least 60 days, either party will be entitled to terminate the Agreement by notice in writing.

14.4 The Parties acknowledge that its relationship with the other shall be that of an independent contractor, and nothing contained in the Agreement shall be construed as establishing any agency, employer/employee relationship, partnership or joint venture between Sentia and Customer.

14.5 If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of the Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

14.6 No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

14.7 The Customer does not have the right to assign the Agreement without the written consent of Sentia. Sentia is entitled to assign the Agreement to an Affiliate, its parent company or to a third party in the event of sale, restructuring or reorganization, including merger, demerger, divestment and dissolution.

14.8 The Agreement constitutes the entire agreement between the parties. The parties confirm that they have not relied upon any representation not recorded in these Terms inducing them to enter into the Agreement.

14.9 The Agreement is governed by Danish Law. If a dispute arises the Parties undertake to engage in negotiation to try to find an amicable solution to any dispute, and to do so in such a way that does not affect the Services. In the absence of an amicable solution through negotiation, the matter shall be finally settled through binding arbitration in accordance with the rules of the Danish Institute of Arbitration or by the Danish courts, according to Sentias choice.