

Service Provider is a specialised provider of services within accounting assistance, payroll administration, HR assistance, financial management, debt collection, consulting, IT, and related services. Service Provider does not perform audits.

The following Agreement Terms and Guidelines, which are updated annually on 1st May, define the general framework for the Agreement between Customer and Service Provider unless expressly and in writing deviated from in the main document of the Agreement. The Agreement Terms and Guidelines in force at any time can be requested at sales_azets@azets.com or telephone +45 70 23 22 32.

The Agreement entered into between Customer and Service Provider precedes these Agreement Terms and Guidelines.

1. Definitions

- 1.1 Words beginning with a capital letter not defined in Agreement have the meaning given below in both singular and plural form:
- 1.2 **Additional Work:** Task ordered by Customer, which is not included in SLA. Additional Work is invoiced based on time spent at current hourly rates with a minimum of ½ hour per task.
- 1.3 **Agreement:** This Agreement with exhibits including any data processing agreement.
- 1.4 **Azets Company:** Any company in the Azets Group in which Service Provider is a part.
- 1.5 **Customer:** Any reference to Customer in Agreement includes the legal entity or entities listed in the main document of Agreement or addendum thereto.
- 1.6 **Go-Live:** First month in which Service Provider prepares reporting, payroll or similar, if this is covered by Services. In case of Agreement with a fixed term, also the month from which the term of Agreement starts.
- 1.7 **Party or Parties:** Customer and Service Provider, as specified in the main document of Agreement.
- 1.8 **Reverse Service Level Agreement (hereinafter referred to as RSLA):** Description of the tasks Customer is responsible for in accordance with the agreed delivery.
- 1.9 **Service Description or Service Level Agreement (hereinafter referred to as SLA):** Description of the Services Service Provider is required to provide.
- 1.10 **Service Provider:** Any reference to Service Provider in Agreement includes the legal entity set forth in the main document of Agreement.
- 1.11 **Services:** Services provided by Service Provider in accordance with SLA.
- 1.12 **Start-up Date:** Date after the signing of Agreement, at which Service Provider commences delivery of Services. Start-up date may differ from Go-Live.
- 1.13 **Working Day:** Monday to Friday, excluding public holidays, the day after Christ's Ascension, June 5, December 24, and December 31.

2. General

- 2.1 Customer must appoint a responsible person and a substitute who is authorised to act on matters that may be submitted by Service Provider. Customer is obliged to inform Service Provider without undue delay if there are any changes regarding Customer's key personnel.
- 2.2 Service Provider's employees must not have physical or electronic disposition of cash in bank or hand.
- 2.3 Service Provider's work is carried out in accordance with written instructions from Customer. If written instructions are not received, or if such instruction is insufficient, work is carried out in accordance with Service Provider's standard.
- 2.4 Customer is obliged to forward relevant letters received from public / semi-public authorities to Service Provider without undue delay, regardless of whether the letters were received per post, mail or via public digital mailbox (for example Virk.dk, e-Boks and mit.dk), unless Customer responds to these.
- 2.5 Without delay and without further enquiries from Service Provider, Customer is also obliged to respond to digital letters sent by Service Provider either by signature or necessary response.
- 2.6 As stated in Agreement, Customer is obliged to make information, documentation, resources, and deliveries available. Customer is also obliged to present or otherwise obtain complete, timely, correct information in the agreed format, so that Service Provider can perform Services in accordance

with Agreement and, on behalf of Customer, to be able to comply with timely reporting to public / semi-public authorities.

- 2.7 Service Provider guarantees to carry out agreed Services according to relevant professional procedures and with the highest professional care. However, Service Provider does not guarantee to perform faultless work.

- 2.8 Service Provider is covered by the Money Laundering Act and may be obliged to obtain information about the Customer's beneficial owners as well as establish business procedures that fulfil the requirements of the Money Laundering Act, including "Know Your Customer" procedures. The Service Provider uses an external system for storing and processing the statutory "Know Your Customer" information. The Customer is obliged to create and maintain the necessary data therein and otherwise contribute to the Service Provider fulfilling the requirements of the Money Laundering Act.

3. Staffing

- 3.1 Service Provider has assigned an account manager, as well as an appropriate number of consultants, so that Service Provider can, to the greatest extent possible, carry out Services regardless of illness and vacation. Where it is agreed that Service Provider has responsibility for instruction and control, a manager is further assigned to ensure the quality of the work performed.
- 3.2 Service Provider appoints the consultant or consultants considered most appropriate. The wishes of Customer will influence the specific staffing.
- 3.3 Service Provider may place the execution of Services where the Service Provider wishes across locations in Denmark and use Azets Companies in Denmark or abroad to carry out part thereof, provided that the Service Provider complies with all applicable laws, including the General Data Protection Regulation.

4. Physical Execution of Services

- 4.1 At the request of Customer, Services are carried out at specified business address or at Service Provider's offices as well as at home workplaces. If Service Provider has instruction and control responsibility at the same time as Services are mainly carried out at Customer's business address, control and documentation work as well as planning and organisation of the work will be carried out regularly, which will result in further time spent.
- 4.2 Customer ensures and permits that Service Provider's consultants assigned to Customer's business address have access to Service Provider's systems to the relevant extent.
- 4.3 At all times, Customer's physical working conditions must comply with applicable legislation and instructions for the layout of workplaces, working environment etc.
- 4.4 If Customer provides keys to Service Provider's consultants, Customer is responsible for signature at receipt and return upon termination of the cooperation.
- 4.5 If Customer provides password and alarm codes etc. to Service Provider's consultants, Customer is responsible for changing these upon termination of the cooperation.

5. Instruction and Control Responsibilities

- 5.1 For Services where it is agreed that Customer has instruction and control responsibilities, it is Customer's responsibility to instruct, follow up and check the work performed by Service Provider. Service Provider cannot assume the Customer's management and control responsibilities, and the Service Provider's consultants cannot have the same professional insight into the Customer's operational matters and routines as the Customer himself.
- 5.2 For Services where Service Provider has instruction and control responsibilities in accordance with Agreement, Service Provider will regularly check the work performed by Service Provider's consultants. Service Provider hereby verifies that the work performed by Service Provider's consultants meets Service Provider's standard. If other specific controls have been agreed upon, these will be carried out in this connection.
- 5.3 The fact that Service Provider assumes instruction and control responsibilities does not limit Customer's responsibility regarding compliance with applicable legislation and for own assessment and control of payroll, accounting and accounting material, including approval of payments, payroll and related items such as pension and reporting to public authorities and the like.

6. Services Including Instruction and Control Responsibilities

- 6.1 **Accounting**
 - 6.1.1 The work is carried out according to Service Provider's standard work plan, which is adapted to Customer and updated annually or when significant changes in the Services occur.

6.1.2 Accounting includes the registration of the present vouchers in the financial, debtor and creditor ledger system etc. as well as ongoing and periodic reconciliation of accounts, where external documentation is available. For accounts where no external documentation is available, specification of relevant balance sheet items is regularly prepared. Cash and bank entries that are not documented are recorded temporarily and reclassified when documentation is available. Unless stated in SLA, accounting does not include dunning of Customer's receivables.

6.1.3 When assisting with invoicing, Customer must always check invoices/credit notes before sending them to customers. Continuous control from Customer is also necessary, where Service Provider provides assistance with registration of cost of goods sold/gross margin, work in progress and stock. Service Provider cannot have the necessary business insight into Customer's operation etc. to be independently responsible for the registration and management of these areas.

6.1.4 For assistance with payment proposals, all payments must be checked, approved and executed by Customer. Customer is solely responsible for payment and the consequences thereof. Service Provider cannot be held liable for any missing, incorrect or delayed payments, including the consequences of such payments, for whatever reason.

6.1.5 Service Provider does not decide on continuous registration of stock or work in progress, etc., unless Customer's financial system operates specific stock/project modules, and related written instructions have been forwarded.

6.1.6 Service Provider only considers accruals in accordance with Customer's instructions. Service Provider, therefore, cannot guarantee correct accounting of accruals.

6.1.7 Service Provider solely decides on assets and liabilities in foreign currencies, in addition to debtors and creditors, according to instructions received or by agreement. End of last month's actual exchange rate is used by default in subsequent months' registration of entries in foreign currency.

6.1.8 Depreciation, provisions and corporation tax etc. are regulated only in accordance with instructions received.

6.1.9 VAT and other taxes as well as information to the List System and Intrastat are calculated in accordance with Customer's instructions, instructions from Customer's auditor, or according to Service Provider's own guidelines. If Customer is subject to special taxes, Customer should provide and maintain an instruction for the area for use by Service Provider. The same applies for payroll taxes (lønsumsafgift).

6.1.10 It is Customer's responsibility that VAT and tax calculation as well as reporting and payment are done in a timely and correct manner.

6.2 Year-End Closing

6.2.1 By agreement, Service Provider prepares the year-end closing of the books for Customer's auditor or others including the preparation of relevant working papers in the form of reconciliations of payroll related accounts, VAT and taxes, cash balances, debtor and creditor specifications and other relevant profit and loss and balance sheet accounts and related documentation.

6.2.2 The contents of a year-end closing will follow instruction from Customer, or alternatively Service Provider will follow own standard.

6.2.3 If Customer fails to provide necessary documents, Service Provider is not responsible for any omissions. Customer's auditor or others cannot perform the work at the expense of Service Provider.

7. Payroll

7.1 Prior to agreed Go-Live Customer is obliged to establish an active Payment Service Agreement for Service Provider to use for electronic transfer of payroll payments.

7.2 On a timely basis, Customer must provide the basis for payment of payrolls etc. to each of Customer's employees, including information on bonus, car and pension scheme or other. Customer must update the payroll basis whenever a change occurs.

7.3 Payroll and all other payroll related payments must be checked and approved by Customer prior to Service Provider's transfer to MasterCard.

8. Reimbursements

8.1 Service Provider is informed about reimbursements to be applied for by Customer in accordance with SLA/RSLA. Regardless of the reason, Service Provider can maximum be liable for an amount corresponding to 10% of the last twelve (12) months' reimbursements received. In the first twelve (12) months after Start-up Date, however, Service Provider may not be liable for

more than the amount Customer has paid in fees to Service Provider for reimbursement applications.

8.2 Service Provider cannot be held responsible for Customer's non-receipt of refunds or deviations in payment in relation to the reported reimbursement applications.

9. Storage of Material

9.1 The part of Customer's material left in Service Provider's possession under Agreement must be stored in accordance with applicable law, including the Accounting Act.

9.2 Service Provider will only store physical material for the current calendar year and will then return the material to Customer. Service Provider must delete digital payroll material following instructions from Customer.

9.3 At the end of a financial year or in case Agreement is terminated - except in case of breach - all physical external material will be returned to Customer after which Customer is responsible for storage. If Customer does not want the physical material returned, Service Provider will invoice for storage of all material that are older than six (6) months from the beginning of the current financial year.

10. Systems

10.1 Assistance is provided on Customer and/or Service Provider's systems.

10.2 If Service Provider carries out work on Customer's systems, it is Customer's responsibility to incorporate relevant restrictions in access to data. Service Provider's work will follow the guidelines in the instructions received from Customer for the IT area.

10.3 Service Provider or Service Provider's consultants cannot be held responsible for registrations that are contained in or made in Customer's systems. Service Provider does not assume any responsibility for errors that may occur in Customer's systems, regardless of whether Service Provider has access to them and performs work on them, including in the event of malfunctioning.

10.4 This also applies to errors or inconsistencies in Customer's accounting and reporting etc. arising from errors in Customer's systems.

10.5 Service Provider has comprehensive internal business procedures for IT use, including for the exchange of data and software, for regular backup, and for the use of updated antivirus software. Service Provider cannot accept responsibility for whether e-mails or other data media from the Service Provider may contain viruses or otherwise cause problems with the Customer's IT systems.

10.6 Customer carries out backup routines on own IT systems. If Service Provider's consultants are involved in this, Service Provider demands that Customer has an up-to-date description of backup procedures as well as a logbook where the completed backups are recorded. Service Provider cannot guarantee that Customer's back-ups can be reloaded in the event of a system failure or for proper execution of the backup procedure.

10.7 Service Provider's systems can generally be used via the most commonly used web browsers in their two (2) latest versions.

10.8 Service Provider reserves the right to use artificial intelligence (AI) to support the delivery of Services, including through automation, quality assurance, data analysis, and process optimization, provided that the use is assessed as low risk in accordance with Regulation (EU) 2024/865 (the AI Act). AI tools may therefore only be used as support functions and must not make independent decisions that could have a significant impact on the Customer without human oversight and validation. Service Provider is obliged to ensure that all use of AI complies with applicable law.

11. Special Conditions for Systems Provided by Service Provider

11.1 By using one or more of Service Provider's systems, Customer accepts the following terms and conditions:

11.2 Conditions

11.2.1 Customer is obliged at all times to ensure that the necessary machine and network capacity is available and correctly configured, and that Customer complies with the specified system requirements.

11.2.2 Service Provider reserves the right to update Customer's solution in case a new release or version of software is available. If the use of new version or release requires upgrading of Customer's software and/or replacement of parts of equipment, Customer will cover the costs in this relation.

11.2.3 Customer is obliged at all times to assist Service Provider in the implementation and delivery of Services, including (i) providing relevant existing documentation (ii) providing information to the extent Service Provider may find it necessary and make necessary decisions with a time

horizon which ensures the progress of the tasks (iii) under Service Provider's instruction to actively participate in the process for the completion of the tasks.

11.3 Availability

11.3.1 Service Provider's systems are intended to be continuously available, subject to planned maintenance, operational disturbances, and unforeseen events. The Service Provider and the Service Provider's subcontractors are entitled to take measures that affect the above availability if the Service Provider deems it necessary for operational reasons, technical reasons, in connection with maintenance, or for security reasons. Scheduled downtime due to system maintenance will be notified to the Customer in advance.

11.3.2 For Services for which no service level requirements are specified, the service level must be equivalent to what can be expected of a similar industry standard.

11.3.3 Customer accepts and acknowledges that access cannot be guaranteed, and that Service Provider cannot be held responsible for any defects and errors on the user's own internet connection or in his own equipment, and circumstances covered by section 20.5.

11.4 Rights

11.4.1 Customer is granted a non-exclusive right to use the Services, including software, programs, documentation and/or solutions developed by Service Provider specifically for Customer. Customer may not transfer, lease or rent the right to others, and Services may only be used to carry out tasks in relation to Agreement entered into. Services may be protected by copyright.

11.4.2 Service Provider reserves the right to use subcontractors, including external consultants, to fulfil its obligations.

11.4.3 The Service Provider has the right to terminate the Services immediately if the Customer or the Customer's users act in violation of the Agreement.

11.4.4 Should the access for Customer be terminated, payments made in advance will not be refunded.

11.5 Termination

11.5.1 In case of termination, Customer is responsible for his own copy and export of data. Depending on the nature of the solution or Customer's wishes, Service Provider can assist in exporting data. Such assistance is invoiced according to time spent at current hourly rates. Service Provider cannot be held responsible for storing Customer's data after the termination of Agreement.

12. Fee, Time Consumption and Expenses

12.1 Fees are invoiced in accordance with Agreement for the agreed and performed Services. Fees may be based on time spent, number of transactions or a fixed amount for fixed tasks.

12.2 Service Provider's hourly rates are differentiated according to Agreement, according to the content of the assignment and according to the qualifications of the consultants assigned.

12.3 If Customer orders consultant to provide assistance on weekends and/or holidays, the agreed hourly rate will be added 50%.

12.4 If, in connection with a fixed-price agreement, Customer orders consultant to provide assistance so that the working time for a calendar month in total exceeds the standard time for the calendar month in question (corresponding to 7.4 hours per working day * number of possible working days in the calendar month), hours are invoiced in excess of the standard time, if applicable, with the current hourly rate plus 50%.

12.5 Unless otherwise agreed, Customer pays the consultant's transport time between Customer and Service Provider's nearest address.

12.6 Prices are regulated per 1st May each year based on the net price index from Denmark Statistics - but with a minimum increase of 3.5% per year. If external price increases generally lead to an increase in Service Provider's costs, prices will be adjusted accordingly. Such changes are implemented from the time they come into force without separate requirements for notification, and do not provide a basis for renegotiating other provisions of Agreement.

12.7 Rule changes from the public sector, which will result in significant change in amount of work, will form the basis for renegotiating the price. Service Provider must document an increase in the workload from the changes. The changed price will then apply from the date of the change. The same applies if there is significant extra work of a one-off nature in connection with the implementation of a rule change.

12.8 Changes in systems that are imposed on Service Provider to fulfil Agreement, and which result in a significant change in the workload will form the basis for agreeing financial compensation for extra costs. Service Provider must document an increase in the workload from the changes. Upon agreement,

the changed price will then apply from the date of the change. The same applies if there is significant extra work of a one-off nature in connection with the implementation of a rule change.

12.9 In the event Service Provider's change of system, for example due to the need for a new platform and/or if the system reaches the end of its life, Customer undertakes to cooperate with Service Provider in implementation including providing reasonable resources. Customer is also obliged to pay the time spent by Service Provider for conversion of Customer's data and testing thereof.

12.10 Expenses are invoiced on an ongoing basis. Expenses will, for example, include transport costs according to state tariffs calculated between the Customer and the Service Provider's nearest address, as well as expenses for parking, bridge tolls, ferry, postage, etc.

12.11 Service Provider is entitled to invoice time spent in connection with Customer's need for replacement and/or update of public digital signature unless it is due to Service Provider's replacement of consultant.

12.12 Unless Customer receives invoices via EAN, PDF via e-mail, or uses Mastercard Payment Services, Service Provider reserves the right to charge an invoice fee. In addition, time spent will be invoiced if Customer requires Service Provider to enter the invoice into a separate portal or another customer-specific invoicing solution.

12.13 Customer is obliged to provide the correct invoicing address incl. EAN number or e-mail and to notify Service Provider in the event of a change. If Service Provider invoices to the wrong address incl. EAN number or e-mail because Customer has not complied with its duty to provide information, Service Provider re-invoices at the Customer's expense. Re-invoicing does not exempt Customer from paying on time in accordance with the original, correct invoice.

12.14 Service Provider is entitled to invoice Customer for Additional Work due to Customer's late payment.

12.15 Service Provider is entitled to charge a monthly fee associated with Service Provider's monitoring, implementation, and change management of statutory compliance requirements, including procedures, systems, and security measures, as well as the holding of awareness training. The compliance fee is invoiced monthly corresponding to 1.75% of the invoice amount – however, with a minimum of DKK 150 and a maximum of DKK 1,500 per month.

12.16 If section 2.8 applies, Service Provider is entitled to charge a fee in connection with the start of the collaboration / anti-money laundering obligation corresponding to the direct costs associated with compliance with the Money Laundering Act.

13. Payment

13.1 At the beginning of the cooperation an amount will be invoiced in advance, as a deposit equal to minimum a month's normal agreement fee - however a minimum of DKK 5,000. The deposit is due for immediate payment. The amount serves as security for payment and remains as a deposit until Agreement is terminated and any outstanding amounts have been paid.

13.2 Payment terms are fourteen (14) days from the invoice date. In case of delayed payment, interest and costs are calculated in accordance with the provisions of the Danish Interest Act.

14. Insurance

14.1 Service Provider is at any time covered by professional liability insurance of NOK 20 mill. as well as crime insurance and cyber liability insurance.

15. Data Processing

15.1 Service Provider must process all personal data in accordance with applicable laws and refrain from any processing of personal data that is not in compliance with the rules.

15.2 The Parties enter into a Data Processing Agreement in accordance with applicable data protection legislation and the guidelines of the Danish Data Protection Agency, where required. The Data Processing Agreement is available at all times via Service Provider's website.

15.3 Service Provider shall process the Customer's personal data in accordance with any written instructions from the Customer, unless such processing would be contrary to applicable laws.

16. Confidentiality

16.1 According to their employment agreements, Service Provider's consultants have a duty of confidentiality regarding matters concerning Service Provider's customers. Further, Service Provider's consultants have a duty of confidentiality regarding matters concerning Service Provider.

17. Limitation of Liability

- 17.1** Service Provider or its consultants cannot be held liable, financially or otherwise, because of incorrect registration in Customer's registration systems, because of Customer's breach of the law or due to other conditions.
- 17.2** Customer is responsible for ensuring that access to any sensitive data is not possible for Service Provider's consultants. For responsibilities related to Customer's systems, please refer to section 10.
- 17.3** If Customer has matters of a special nature that Customer has not specifically informed Service Provider of or if Customer has provided incorrect information, which Service Provider has no basis for disputing the accuracy of, Service Provider assumes no responsibility that VAT and tax liability, employee tax liability, social security contributions, and similar contributions are calculated and reported in accordance with applicable legislation and practice. The same applies to matters of a discretionary nature. In such cases, Service Provider performs Services according to Customer's instructions or prior approval from Customer's auditor. It is assumed that Customer or Customer's auditor controls Customer's VAT and tax liability, employee tax liability, social security contributions etc. as well as reconciliation etc.
- 17.4** Customer is responsible for ensuring that access to Customer's cash or cash equivalents is not possible for Service Provider's consultants. Service Provider's consultants may not be awarded attorneys or authorization that may have consequences for Customer financially or otherwise in the event of errors or abuses.
- 17.5** The responsible person appointed by Customer must always approve transactions etc. that may have financial consequences for Customer before a transaction is executed. If Customer requires dispositions implemented where procedures regarding division of tasks and responsibilities between Service Provider and Customer are not complied with, Service Provider cannot be responsible for this.
- 17.6** Once Customer has verified and approved payment of suppliers (cf. section 6.1.4) and payroll payments (cf. section 7.3), incorrect payment cannot be imposed on Service Provider.
- 17.7** Customer is responsible for providing codes to public authorities, which enable Service Provider to perform the agreed tasks. Service Provider cannot be held liable for any circumstances, such as set-offs, interest allocation etc. that public authorities carry out towards Customer.
- 17.8** Service Provider cannot be held liable for accidental destruction of Customer's physical accounting material and the like, if such material is stored for Customer or be held responsible for any consequences thereof.

18. Breach of Agreement

18.1 General

- 18.1.1** Any claim of breach must be presented in writing without undue delay, and within six (6) months of the individual Party becoming aware of the event. If one Party does not complain in time, the right to obtain remedies is lost unless the other Party has shown gross negligence or intent.
- 18.1.2** In the event of material breach, Agreement may be terminated immediately by written notice.

18.2 Service Provider's Breach

- 18.2.1** If the delivery does not take place on time, it is considered a delay. If the delivery is not in accordance with SLA, it is considered an error.
- 18.2.2** There is no breach if the delay or error is due to force majeure in accordance with section 19, for which Service Provider is not responsible, and should not have taken into account upon signing Agreement.
- 18.2.3** Service Provider is entitled and obliged to remedy deficiencies at his own expense. Errors can be remedied by, e.g. to correct any errors that have occurred, to redeliver or to make a further delivery so that the delivery is in accordance with Agreement. Customer's auditor or others cannot perform the work at the expense of Service Provider without the Service Provider's prior written approval.
- 18.2.4** Efforts to remedy defects and deficiencies must be initiated and carried out without undue delay as soon as the defect is discovered.

18.3 Customer's Breach

- 18.3.1** If Customer's obligations under Agreement are not fulfilled, it is considered a breach of Agreement.
- 18.3.2** Customer is considered to be in material breach of Agreement if Service Provider is not given the opportunity to perform the service in an appropriate manner or Customer attempts to require Service Provider to perform the service in violation of applicable laws and regulations.

18.3.3 Late Payments

- a) In case Customer makes any written objection to an issued invoice, such objection shall be submitted to Customer's account manager at Service Provider within ten (10) days from receipt of the invoice; otherwise, the invoice will be considered accepted. Service Provider will not deal with any objections thereafter unless Customer alleges a breach by following the applicable procedures.
- b) If payment is not made by the due date, it shall be deemed a breach of the Agreement, which entitles Service Provider to cease work with one (1) days' notice and to offset the deposit against Service Provider's outstanding balance. The same applies if Customer enters into restructuring/files for bankruptcy.
- (c) Service Provider reserves the right to invoice in advance if Customer's payment repeatedly exceeds due date.
- (d) It is a material breach if payment is not received within one (1) week after two (2) written reminders.
- e) In the event of material breach, Service Provider is entitled to withhold material.

19. Force Majeure

- 19.1** Service Provider has entered into Agreement subject to force majeure, including but not limited to war, riots, rebellions, general strikes, fire, natural disasters, interruption or failure in energy supply, pandemic, and damage to Service Provider's production apparatus as well as force majeure arising in connection with subcontractors.
- 19.2** There are no cases of force majeure if a subcontractor is unable to deliver unless the subcontractor's circumstances can be attributed to section 19.1.
- 19.3** Service Provider can only invoke force majeure if Service Provider is impossible or close to impossible in fulfilment of Agreement. If applicable, Service Provider has the choice between cancelling Agreement, part of Agreement, or providing the agreed Services as soon as the obstacle to normal delivery has expired. If applicable, Customer's obligations will be suspended accordingly as long as the exceptional situation lasts for Service Provider.
- 19.4** In case of force majeure, Service Provider is not responsible for any loss due to failure to deliver.

20. Damages

- 20.1** The Parties are liable for damages in accordance with the general rules of Danish law.
- 20.2** Each Party's total liability under Agreement is limited to an amount equal to six (6) months of normal agreement fee prior to the claim being made unless one of the Parties has shown gross negligence or intent. If Agreement has been active for less than six (6) months, the Party can only be liable for an amount equal to the number of active months. Furthermore, Service Provider is not liable for any loss, the responsibility for which is waived in Agreement.
- 20.3** Intent cannot be ascertained with Service Provider, if Service Provider has arranged according to Customer's data or other material received, which Service Provider has no basis for disputing the accuracy of.
- 20.4** However, the Parties are solely responsible for direct losses including reasonable expenses for attorneys. The Parties are therefore in no case responsible for loss of revenue, operating loss, consequential damage or other indirect loss. Data loss is classified as indirect loss except where it is due to Service Provider's handling of data.
- 20.5** Service Provider also disclaims any responsibility for direct and indirect losses due to interruptions in Services or communication problems, faults on Customer, errors in Customer's IT-systems, electronic services or with other partners used by Customer. Service Provider will at all times endeavour to remedy any errors, omissions and delays that may occur due to the above conditions.
- 20.6** Any claim for damages shall no longer apply six (6) months after the cause of action has arisen if the Party who claim to be entitled to damages has not filed a claim in this regard.

21. Dispute

- 21.1** Any disputes arising that cannot be resolved amicably will be settled in accordance with Danish law and may be brought by Customer or Service Provider before the Det Danske Voldgiftsinstitut (The Danish Arbitration Court), which will make a final and binding decision in the case.
- 21.2** If, for any reason, a court of competent jurisdiction finds any provision or portion thereof unenforceable, the remainder of Agreement will remain in full force and effect.

22. Service Provider Marketing

- 22.1** Service Provider's use of Customer in its marketing requires prior acceptance. However, Service Provider is authorised to include Customer in its general customer reference list.

23. Duration of Agreement

- 23.1** The cooperation can, unless otherwise agreed in writing, be terminated by both Parties at six (6) months' written notice to the end of a month. If Customer terminates the cooperation with less than six (6) months' notice without prior mutual agreement, the greater of the following fees will be invoiced for the remaining period whether Customer makes use of Service Provider's services or not calculated either based on (i) a normal month's agreement fee or based on (ii) an average of the past six (6) months invoiced time spent. If Agreement has been in effect for less than six (6) months, the average is calculated based on the current number of months invoiced time consumption.

24. Transfer

- 24.1** Service Provider has the right to transfer its rights and obligations to another Azets Company in Denmark.