aPureBase

Appendix 1 – General Terms and Conditions

These are the General Terms and Conditions for aPureBase ApS.

Template last updated by: Helene Hostrup Nielsen	*Date of template changes: 2016-08-30*

1 Introduction

1.1 Unless otherwise agreed in writing, these general terms and conditions shall apply to all offers, sales, deliveries and other agreements, including the delivery of Data (as defined below) from aPureBase ApS (hereinafter referred to as the "**Supplier**") to the Client (as defined in the specific agreement(s) to which these general terms and conditions constitutes an integral part) and its Affiliates (as defined below). In the event of a specific offer, sale or delivery in which specific special terms and conditions have been agreed upon in writing and signed by the Parties (as defined below), and one or several terms differ from these general terms and conditions, such specific special terms and conditions shall prevail.

Each of the Client and the Supplier are hereinafter singularly referred to as "**Party**" and together referred to as "**Parties**".

1.2 In these general terms and conditions and in any and all agreements to which these general terms and conditions is an appendix, the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa.

1.3 Any reference in these general terms and conditions to a clause or section is a reference to a clause or section of these general terms and conditions, and references in any agreement to a clause, section, schedule, appendix or to a paragraph relate to those in that agreement.

1.4 In the event that any clause of these general terms and conditions or any provisions in agreements are found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted. The Parties shall use their best efforts to agree upon a valid and enforceable clause as a substitute for any invalid or unenforceable clauses, taking into account the original purpose and intent of the general terms and conditions.

1.5 These general terms and conditions of the Supplier will take precedence over any and all terms and conditions provided by the Client, whether enclosed a purchase order or provided separately by the Client in connection with orders or signing of delivery agreements, statements of work, or any other agreements between the Parties.

2 Definitions

2.1 The following definitions shall apply to these general terms and conditions and to any and all agreements to which these general terms and conditions is an appendix, unless otherwise specifically agreed in the specific agreement(s):

"**Affiliate**" shall mean any company or other entity controlling, controlled by or under common control, directly or indirectly through one or more intermediaries, with the Client or the Supplier as the case may be.

"**Control**" shall mean the power to, directly or indirectly, appoint a majority of the directors, or to otherwise direct or cause the direction of the management or policies of such company or other entity, whether through shared ownership, by contract or otherwise.

"**Data**", "**HCP Data**", "**HCO Data**" and "**HCP/HCO Data**" shall mean (1) all data in the Supplier's database(s), including but not limited to contact, educational and occupational information on doctors, specialists, general practitioners, nurses, pharmacists, dentists, key opinion leaders, decision makers, stakeholders and other influencers worldwide within the healthcare industry and medical clinics, medical centres, hospitals and other healthcare related institutions and sites relating to the healthcare industry worldwide, (2) all data, information and materials created, collected and/or collated by the Supplier in the performance of deliveries of data and services to the Client, information and/or materials developed for specific Client projects.

"**Data Products**" shall mean as outlined in Appendix 3 – Product Catalogue.

"**Data Protection Laws**" shall mean:

For Data originating from EU countries and the EEA member countries:

Applicable local laws and regulations of the EU countries and the EEA member countries implementing the EU Directive 95/46/EC on the protection of individuals with regard to the processing of personal data; as such laws and regulations may be updated from time to time. As of 25th May 2018 the new EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data will apply and thus repeal the EU Directive 95/46/EC.

For Data originating from non-EU countries and non-EEA member countries:

Applicable local laws and regulations of the countries from which the Data originates; as such laws may be updated from time to time.

"**Database**" shall mean (1) as defined in the EU Directive 96/9/EC and (2) the application and central server unit entirely owned by the Supplier and upon which the Supplier stores, maintains, process and protect the Data.

"**Day**" shall mean any eight (8) hours day from Monday to Friday at Normal Business Hours unless otherwise agreed.

8.30 – 16.30 at local time of the office performing the services on working days are considered "**Normal Business Hours**".

If services and activities are performed outside Normal Business Hours, this should be authorised by the Client:

16.30 – 22.00 at local time of the office performing the services: 1.5 hours will be invoiced for each hour performed.

22.00 – 08.30 at local time of the office performing the services: 2 hours will be invoiced for each hour performed.

For the avoidance of doubt, public holidays and bank holidays of the local office performing the services are not considered Normal Business Hours. If the Client should request that the Supplier performs services on a public holiday or on a bank holiday, and the Supplier chooses to perform the services, the Client will be invoiced 2 hours for each hour performed.

"**DLA**" shall mean Delivery Agreement – a license agreement for Data, which is to be used when the Client and the Supplier sign an agreement for delivery of Data and Data-related Services.

"**Force Majeure**" shall mean circumstances beyond the reasonable control of either Party, which result in delay or prevent either Party from performing its obligations under this Agreement, including acts of any governmental or supra national authority, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other industrial disputes, IT infrastructure problems, including the breakdown of the Internet and/or server systems on which aPureBase is uploaded, restraints or delays affecting shipping or carriers.

"**HCP**" shall mean healthcare professionals and "**HCO**" shall mean healthcare organisations.

"**LOVs**" shall mean List of Values which are aPureBase developed selection criteria wholly and fully owned by aPureBase.

"**MSA**" shall mean Master Service Agreement – an agreement made on headquarter level between the Parties and which set expectations with regard to their future collaboration in respect of Data and Data-related Services.

"**Personal Data**" shall mean:

For Data originating from EU countries and the EEA member countries:

Personal data as defined in EU Directive 95/46/EC on the protection of individuals with regard to the processing of personal data; as such laws, directives and/or regulations may be updated from time to time. As of 25th May 2018 the new EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data will apply and thus repeal the EU Directive 95/46/EC.

For Data originating from non-EU countries and non-EEA member countries:

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Personal data as defined in the applicable local legislation of the countries from which the Data originates; as such laws may be updated from time to time.

In case there is no such definition in the local applicable law, personal data shall have the following meaning: Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. The combination of information that would identify a natural person will also be considered personal data.

"**Processing**" shall mean any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, compilation, blocking, restriction, erasure or destruction and "process" shall have the appropriate corresponding meaning

"**Special categories Data**" / "**Sensitive Personal Data**" shall mean personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation

"**SOW**" shall mean Statement of Work – an agreement to be used for smaller tasks that the Supplier will perform on behalf of the Client.

"**Services**" or "**Data-related Services**" shall mean services performed by the Supplier either in connection with delivery of Data to the Client, or separate services related to Data, or services which are not related to Data but still within the framework of the Supplier's product portfolio.

"**Third Country**" shall mean any country outside the European Union or European Economic Area (EEA).

"**Third Party**" shall mean any company or other entity not controlling, not controlled by or not under common control, directly or indirectly through one or more intermediaries, with the Client or the Supplier as the case may be.

"**Updated Data**" shall mean Data that has been corrected according to information provided by various available sources.

"**Validated Data**" shall mean Data that has been confirmed by various available sources.

3 Payment

3.1 All prices relating to offers, sales, deliveries and agreements are in Euros and will be invoiced in Euros, unless otherwise are separately and specifically agreed between the Parties.

3.2 The payment terms are net 30 days after invoice date for subscriptions and delivery agreements and net 14 days after invoice date for statements of work, unless otherwise separately and specifically agreed.

3.3 In the event that services are provided by the Supplier on an hourly basis, such time shall be calculated by the total hours commenced in accordance with the definitions of a Day in clause 2.1, and will be invoiced upon the completion of the specific task or monthly, approx. on the last day of each month.

3.4 If services are provided at a fixed price, the Supplier may at its own option invoice the Client (1) the full amount upfront upon commencement of the task, or (2) half of the amount upfront upon commencement of the task and the remaining half upon completion of the task or upon delivery, or (3) as otherwise agreed in the specific agreement(s).

3.5 Subscriptions are invoiced approx. 1-2 (one-two) months prior to the start of the subscription period, or quarterly period as the case may be.

3.6 The Supplier may at its own option regulate subscription fees and

prices annually by (1) the present OECD inflation index, or (2) by minimum 2%; this regulation is not announced further.

3.7 The Supplier may at any time change the fees and prices of the Supplier products and/or services, except within the minimum subscription period specified in the specific agreement(s) with the Client. If the Supplier changes fees and prices after the minimum subscription period, the Supplier shall communicate any such changes to the Client. Any regulation with regard to the present OECD inflation index will however not be communicated to the Client.

3.8 The Supplier will as a default option load Data into one (1) system. Any changes concerning the system and/or the setup that might impact the loading of Data will be charged the Client as additional costs. Any need for mutual loads of Data into parallel test, training and/or production systems can be requested and will be charged the Client as additional costs.

3.9 All costs relating to deliveries, including travel, transportation and accommodation costs etc. will be invoiced the Client. This includes but is not limited to travel in connection with status meetings.

3.10 All prices submitted in connection with an offer - unless otherwise specified - are submitted without any obligations. All offers are valid 3 months unless otherwise explicitly specified.

3.11 All quotes regarding offers and deliveries are excluding VAT as well as any other taxes, fees, duties, levies or other governmental charges. The Client agrees to pay any of the above-mentioned that apply to offers and deliveries.

3.12 The Parties will bear their own expenses to their bank in connection with payments. If the Client request that the Supplier use a specific platform/system in order to upload and deliver invoices to the Client, the Client will without limitations bear all expenses in this connection.

3.13 In case the Client directly or indirectly prevents timely or successful delivery, the Supplier is entitled to receive payment upon the date originally agreed and at the same payment conditions.

3.14 In the event of overdue payment, the Client will bear interests, reminder fees and compensation claims per first overdue day according to the Danish Interest Act *(in Danish: Renteloven)* in force at any time.

3.15 In the event that the Client does not inform the Supplier of the Purchase Order Number/Project Order Number (hereinafter referred to as "**PO Number**") to be used with regard to a project/agreement and the invoicing hereof, the Supplier is not obliged to perform any services with regard to that specific project/agreement. If an agreement has been signed between the Parties, late payments due to no PO Number on the Supplier invoice to the Client will not be accepted as a legitimate reason not to pay the invoice in time and interests, reminder fees and compensation claims will be added according to clause 3.14. It is the responsibility of the Client to inform the Supplier of the PO Number when signing delivery agreements, statements of work, or any other agreements between the Parties.

3.16 The Client is obliged to inform the Supplier, if the PO Number, invoice address, reference person, or other information connected to the on-going invoicing has changed. Late payments due to outdated information will not be accepted as a legitimate reason not to pay invoices in time and interests, reminder fees and compensation claims will be added according to clause 3.14.

3.17 In the event of 30 days overdue payment, the Supplier can at its own option choose to suspend the Client and no Data will in such case be delivered or services performed until payment has been performed.

3.18 In the event of 90 days overdue payment, the Supplier can at its own option choose to terminate the agreement immediately and without any notice. In such case Data shall be deleted according to clauses 8.6 and 8.7.

4 Subcontractors and Third Party Products

4.1 The Supplier is entitled, in full or in part, to fulfil its obligations by subcontractors and/or Third Party products. The Supplier is liable, unless otherwise agreed, for the services and products of the subcontractors and/or Third Parties, as for their own services.

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5 Data

5.1   The Supplier uses commercially reasonable efforts to keep Data up to date and as accurate as reasonable possible, and to provide high quality Data through industry-leading data partners and other subcontractors, data standardisation, hygiene and matching processes. However, upon delivery of Data, the Supplier provides no guarantee in relation to the accuracy or completeness of the delivered Data due to the dynamic nature of data and as the accuracy and completeness of the Data are subject to the limits of the data sources.

5.2   Upon delivery of Data, the Client accepts that the delivered Data will not be updated unless otherwise is separately agreed.

5.3   Unless otherwise agreed, the Supplier shall only provide 3 months warranty on delivered Data and services from the time of delivery.

5.4   If Data is delivered as subscription data (e.g. **Dynamic Data**), with or without an interface, the Client is entitled to use the Data on-going until termination of the Delivery Agreement.

5.5   If Data is delivered as a "one-off" (e.g. **Data on Demand**), the delivered Data may be used more than once, however, it shall be used within the shortest period of time possible due to the dynamic nature of Data and no longer than 3 months after the Data in question has been delivered. Hereafter, the right to make use of the delivered Data shall be forfeited.

5.6   If Data is delivered for purposes of compliance/aggregate spend reporting (e.g. **Online Services**), the Client may upon termination of the specific agreements continue to utilize the Data, which the Client has registered activities on, as reasonable necessary in connection with reporting under the applicable local laws and/or industry codes regarding reporting of aggregate spend. The Client may under no circumstances use the Data for any other purposes, including but not limited to marketing and sales efforts, and the Data shall be deleted when the requirement for reporting has lapsed according to applicable local laws and/or industry codes.

5.7   If the Supplier performs specific projects for the Client such as Call Campaigns, the Supplier is entitled to reuse the outcome from such projects, unless otherwise separately agreed.

6 Delivery and Services

6.1   In order to comply with Data Protection Laws, the Supplier will mark Data with "no marketing" flag, if the HCP or HCO has requested not to receive any kind of marketing. If the Supplier delivers Data marked with a "no marketing" flag, the Client may under no circumstances use the Data for any kind of marketing purposes. If the Client use the Data marked with a "no marketing" flag for marketing purposes, the Supplier cannot be held responsible or liable for this. It is in such case solely the responsibility and liability of the Client.

6.2   The Client shall, no later than 20 working days after each delivery, inspect whether or not the delivery is in accordance with the agreed. Unless the Client notifies the Supplier of any defect, incompliance or the like within 20 working days after delivery, the Supplier will consider the delivery as approved by the Client and therefore completed.

6.3   If the Client becomes aware that the specific delivery suffers from a defect and/or does not comply with the agreed, the Client is to notify the Supplier accordingly within 20 working days after delivery. If the Client does not notify the Supplier within 20 working days after discovering the inaccuracy, the Supplier will consider this as correct delivery and the Client loses the right to rely on the non-conformity.

6.4   The estimated days/hours/items in the specific agreements are based on the assumptions that the Client will ensure:

Internal and/or Third Party resources – Commit internal and/or Third Party resources on a need to time basis to provide the Supplier the needed assistance to complete the services and activities.

Competences and skills – Provide the Client project team with suitable business expertise, technical and decision making authority to ensure efficient project progress.

System and data access – Provide the Supplier's employees and/or consultants with adequate and appropriate accommodations at the Client site as well as access to the Client's systems and data as may be required to perform the services and activities.

Documentation of business practice – Provide the Supplier's employees and/or consultants with relevant up to date documentation on internal business practice applicable for the specific agreements.

6.5   The Client and its sub-contractors/Third Party suppliers are expected to participate in and be pro-active with regard to agreed services and activities that are to be performed by the Supplier, cf. clause 6.4. If the Client hasn't ensured to commit the needed resources in order for the Supplier to be able to deliver timely, the Client is solely responsible for the delay and the Supplier cannot be held liable in any manner for this.

6.6   If the Client insist that the Supplier tests delivery of Data in another system than the test system, e.g. production system, the Supplier can under no circumstances be held liable for any direct or indirect damages or losses that may occur in this connection.

6.7   If the Client changes their setup from storing the Data in a local application to storing the Data using a cloud based software solution, the Client is obliged to inform the Supplier of this and a Third Party Agreement with the provider of the cloud based software solution must be signed. The Supplier's Third Party Agreement template shall be used for this purpose.

6.8   The Supplier is entitled to change and/or update any content in the LOVs at any time. The Client acknowledge and irrevocable agree that this might cause time and resources on the Client side.

6.9   The Client is obliged to inform the Supplier, if a cooperation between the Client and a Third Party terminates – e.g. bricks, concur connect etc.

6.10 Providing the Client 3 weeks' notice, the Supplier may at its own option choose to close the company or departments of the company due to among other industrial holiday seasons such as summer holiday and Christmas holiday.

7 Intellectual Property Rights

7.1   The Client acknowledge and irrevocably agree that the Supplier, or a data partner, sub-supplier, subcontractor and/or Third Party as the case may be, has spent considerable time and resources to collect, collate, compile, format and reformat, structure, process, keep up to date and verify the accuracy of the Data or any information derived therefrom and any and all content of the Supplier's database(s), including but not limited to the Supplier's uniquely developed list of values (LOV's), focus areas and entire specialty segments. Accordingly, the Client acknowledge and irrevocably agree that the Supplier, or a data partner, sub-supplier, subcontractor and/or Third Party as the case may be, has full ownership rights to;

(i)   the Supplier's database(s);
(ii)   the data partner's, sub-supplier's, subcontractor's and/or Third Party's database(s);
(iii) uniquely developed list of values (LOV's), focus areas and entire specialty segments;
(iv)   the compilation of the Data and any information derived therefrom;
(v)   and – to the extent permitted by law – to the Data and any information derived therefrom;
whether such ownership rights are registered or unregistered.

Irrespective of any existing intellectual property right , the Client warrants and irrevocably agree that they will not apply for any patents, trademarks, copyrights, or other intellectual property rights to the database(s), Data or any information derived therefrom, the compilation of Data and any information derived therefrom, or any and all content of the Supplier's database(s), including but not limited to the Supplier's uniquely developed list of values (LOV's), ID's, focus areas and entire specialty segments. The foregoing shall also apply with regard to Data and any information derived therefrom originating from a data partner, sub-supplier and/or Third Party of the Supplier.

7.2   The Client accepts that the knowledge and experience, which is acquired by the Supplier in relation to deliveries to the Client, is the property of the Supplier excluding however, client specific information.

7.3   The Client may under no circumstances use or exploit the Supplier's confidential information, cf. section 10 below, and/or Data for competitive business.

8 Rights and Licenses

8.1   Upon delivery of standard software, standard documentation or similar – including standard software etc. developed by the Supplier – the licensing conditions in force at the time in question apply to the standard software.

8.2   The Client is granted a limited and temporary non-assignable and non-exclusive right to use the Data or any information derived therefrom, software, documentation and/or solutions which the Supplier provides/develops/obtains for the Client.

8.3   The Client is only entitled to make use of the delivered Data or any information derived therefrom, software, documentation and/or solutions for the Client's own use.

8.4   Delivered Data or any information derived therefrom, software, documentation and/or solutions may only be used for the activities and purposes specified in the specific delivery agreements, statements of work, or any other agreements between the Parties.

8.5   The Client agrees to take all reasonable measures to protect the delivered Data and Services against unauthorised use – including, but not limited to, protective measures against copying, distribution and publication.

8.6   Upon termination of the contractual obligations between the Supplier and the Client – regardless of the reason for termination – all Data and any information derived therefrom, software, documentation and/or solutions delivered to the Client, including all backup copies, shall be destroyed and/or returned to the Supplier, cf. clause 8.7 and the Client has no rights to use or process the Data or any information derived therefrom, software, documentation and/or solutions after expiry of the termination period. Notwithstanding before said and anything to the contrary, the Client may though;

6.6.1. continue to utilize any Data as reasonably necessary in connection with reporting of transactions subject to applicable local laws and/or industry codes regarding reporting of aggregate spend in the countries where the Client operates;, which occurred prior to date of termination, but for no other purposes;

6.6.2. keep a copy of the following Data and use it without limitation in time:

- names – first and last, and
- the Supplier's unique ID's

of healthcare professionals visited by the Client in the 12 months period prior to the effective date of termination. This right is non-assignable and may under no circumstances be transferred to a direct or indirect competitor of the Supplier. For the avoidance of doubt, the Supplier's List of Values (selection criteria's), and back-up copies of these, shall be deleted in accordance with clause 8.7. This includes but is not limited to:

- Addresses
- Specialties (work and educational)
- Person and site type
- Link hierarchies
- Therapeutic focus
- Healthcare professionals' opening hours
- Etc.

6.6.3. store copies for back-up purposes. The back-ups shall be stored according to clause 9.1, 9.2, 9.3, 9.4, 9.5 and 9.6. For the avoidance of doubt, such back-up copies may under no circumstances be used for any other purposes than for the back-up purpose itself.

8.7   Within 20 working days after termination of contractual obligations, the Client shall contact the Supplier and either return or destroy the delivered Data and any information derived therefrom, software, documentation and/or solutions in accordance with the Supplier's instructions. The Supplier shall upon ten (10) working days' notice to the Client be allowed to investigate and/or inspect whether the Data has been destroyed in a proper and rightful manner.

8.8   Due to compliance with Data Protection Laws the Supplier shall upon ten (10) working days' notice to the Client be allowed to perform an audit and investigate and/or inspect whether the Data is stored in a proper and rightful manner. Further, the Parties agree that any breach, threatened breach or in case of any indications of a breach of the provisions of any agreement entered into between the Parties and/or of these general terms and conditions caused by the Client and/or a Third Party of the Client, will entitle the Supplier at any time to perform an audit and investigate and/or inspect whether such breach is has happened. The Client agrees to assist the Supplier in such audit within the Client organisation. Further, the Client commits to assist the Supplier in performing such an audit at the Third Party.

8.9   In case of an actual breach, cf. clause 8.6 and 8.7, the Supplier will be entitled the right to seek immediate injunctive relief in addition to any other remedies at law.

8.10   In order to monitor and secure that Data is only used for which it is licensed and by whom it is licensed to, the Supplier may add control information to the Data (i.e. fake personal data or data including errors, used to monitor the use of the Data), accounting for not more than one per cent of the total number of HCPs/HCOs. Control data is not considered as defective or wrongful data.

9 Data Protection Laws and Use of Data

9.1   Storing and processing of Data originating from EU countries and the EEA member countries:

The Client shall store and process all Data in accordance with applicable local laws of the EU countries and the EEA member countries implementing the EU Data Protection Directive (95/46/EC); as such laws may be updated from time to time. As of 25th May 2018 the new EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data will apply and thus repeal the EU Directive 95/46/EC. If the Data is stored and/or processed outside the EU or the EEA member countries, the storing and/or processing shall at all times comply with any applicable local laws of the EU and EEA member countries, and any decisions made by the European Council, the European Parliament, the European Commission and/or any of the European courts including but not limited to the European Court of Justice. In addition, the storing and/or processing shall;

(i)   Be based on the Privacy Shield Principles in the Commission decision 2016/4176/EC of 12 July 2016 pursuant to the EU Data Protection Directive (95/46/EC), or

(ii)   be based on Model Clause Contracts for the transfer of personal data to third parties as decided by the European Commission in SEC (2006) 95, C(2004)5271 and 2001/497/EC, or

(iii)   comply with the Client's binding corporate rules within its group of companies, which must have been approved by a local authority of the EU or the EEA member countries, who has the authority and legal capability to do so, cf. article 27 of the EU Data Protection Directive (95/46/EC) and article 47 of the EU Regulation 2016/679; or

(iv)   comply with any other decisions of the European Council, the European Parliament, the European Commission and/or any of the European courts including but not limited to the European Court of Justice, EU directives, EU regulations, and any applicable local laws of the EU and EEA member countries.

9.2   In case of any dispute that may arise in relation to clause 9.1, the dispute shall be settled in accordance applicable local laws of the EU countries and the EEA member countries implementing the EU Data Protection Directive (95/46/EC) and as of 25th May 2018 the new EU Regulation 2016/679, and other relevant EU legislation, any applicable local laws of the EU and EEA countries, as such laws may be updated from time to time, and any decisions made by the European Council, the European Parliament, the European Commission and/or any of the European courts.

9.3   Storing and processing of Data originating from non-EU countries and non-EEA member countries:

The Client shall store and process all Data in accordance with applicable local laws of the countries from which the Data originates; as such laws may be updated from time to time. Further, the Client shall store and process the Data in accordance with any other applicable law or governmental regulation.

9.4   In case of any breach by the Client of applicable local laws of the countries from which the Data originates, including but not limited to

breach of applicable local laws of the EU countries and the EEA member countries implementing the EU Data Protection Directive (95/46/EC), and as of 25th May 2018 the new EU Regulation 2016/679, and/or illegal use of the delivered Data, the Supplier can under no circumstances be held liable for such breach. The Client is solely responsible for such breach.

9.5   The Client shall upon request from the Supplier inform the Supplier where the Data is stored no later than ten (10) working days from request.

9.6   The Supplier shall upon ten (10) working days' notice to the Client be allowed to investigate and/or inspect whether the Data is stored in a proper and rightful manner, and in accordance with clause 9.1 and 9.3 of these general terms and conditions.

9.7   All use of market information is to be done in compliance with applicable local laws of the countries in which the Client operates.

9.8   The Supplier's services – including data and procedures – may without notice be adjusted in accordance with any amendments to legislation.

10 Confidentiality

10.1 The Parties and their employees, Affiliates, business partners, consultants and sub-contractors are subject to unconditional confidentiality regarding any Data, pricing, knowledge, information or documentation regarding the conditions, plans, products, financial information etc. of the other Party, which the Parties and their employees, Affiliates, business partners, consultants and sub-contractors may acquire upon contract negotiations, deliveries and other cooperation between the Parties, which are subject to these terms and conditions. The Parties are responsible for notifying their employees, Affiliates, business partners, consultants and sub-contractors of their confidentiality.

10.2 Confidentiality does not apply to (1) information which is or becomes publicly available, (2) which is already in the receiving Party's possession and is without similar confidentiality obligations, (3) which is independently developed by the receiving Party outside the framework of the concerned contract and/or delivery, and (4) which is rightfully received from a Third Party or relating to general ideas, concepts, know-how or techniques relating to data processing.

10.3 Notwithstanding clause 10.1 and provided that the receiving Party gives the disclosing Party notice as soon as reasonable possible, if not impossible or illegal, the receiving Party shall be entitled to make any disclosure of confidential information required by law or court order.

10.4 The Client is aware that the Supplier's employees from time to time may be employed with other similar tasks, and the Client agrees to this.

11 Marketing

11.1 Unless otherwise agreed in writing, the Supplier is entitled to use the Client as reference in connection with marketing activities, client lists etc. For the avoidance of doubt this includes but is not limited to the use of the Client's logo and name.

12 Virus, Spyware, Malware etc.

12.1 The Supplier warrants that the Supplier will continuously protect its network and general IT systems with updated security- and antivirus programs, as well as observe the IT industry's IT security practices.

12.2 Unless it can be substantiated that the Supplier has not observed clause 12.1 and it can be substantiated that the damage originates from the Supplier as a result of virus, spyware, malware or the like, all damages are irrelevant to the Supplier.

13 Breach

13.1 Each Party can wholly or partially terminate a specific agreement or delivery, if the other Party commits fundamental breach of its obligations under these terms and conditions.

13.2 Prior to any termination subject to clause 13.1, the non-defaulting Party shall give the Party in breach prior written notice of at least 10 working days, which must state that the non-defaulting Party will wholly or partially terminate the agreement or delivery, if the violation is not brought to an end within the above-mentioned time limit.

13.3 Upon the Client's breach of clauses 7.1, 7.3, 8.2, 8.3, 8.5, 9.1, 9.3 and 15.2, and without prejudice to the general law of damages under the agreed governing law, the Supplier will, upon identification of a breach of one or more of the above-mentioned clauses, be entitled to liquidated damages from the Client equivalent to no less than EUR 100,000 or the annual contractual sum of the specific partial agreement for each individual breach of the above-mentioned clauses which may occur. Payment of the liquidated damages does not legitimise a breach. If a breach continuously endures, liquidated damages are to be paid every 7 days for as long as the breach endures. Compensation is payable upon the Supplier's request.

13.4 The Parties acknowledge and agree that any breach or threatened breach of these General Terms and Conditions, or any agreement between the Parties caused by the breaching Party that may cause the non-breaching Party irreparable injury and damages, will entitle the non-breaching Party the right to seek immediate injunctive relief in addition to any other remedies at law.

13.5 Upon the Client's breach of clause 7.3, and without prejudice to the general law of damages under the agreed governing law, the Supplier will, upon identification of such a breach, be entitled to liquidated damages from the Client of no less than EUR 500,000.

13.6 Upon termination, any debt is settled between the Parties according to agreed governing law, with respect for clause 14.2.1 the agreed limitations on liability, and clause 14.2.2 the general duty to limit loss.

13.7 Each Party shall do its outmost to mitigate damage claims and losses occurring for breach of these General Terms and Conditions or any of their agreements or otherwise as set forth herein.

14 Limitations on Liability

14.1 Unless otherwise stated, the Parties are liable in accordance with the general rules according to agreed governing law. The Parties are aware that, specifically – but not limited hereto – clause 14.2.1 and 14.2.2 may be agreed deviations from the agreed governing law.

14.2 Subject to the following sentence, the liability of the Supplier is in all respects limited to the lesser of the following:

14.2.1. The total payment according to the relevant delivery, or

14.2.2. Euro 33,500 – in words Thirty-three thousand five hundred 00/100.

Notwithstanding the above, such limitation on liability does not extend to:
(i)   Wilful misconduct
(ii) Gross negligence
(iii) Breach of applicable laws and regulations
(iv) Breach of confidentiality
(v)   Breach of clause 15.2 below

14.3 The Supplier is under no circumstances liable for operating losses, loss of time, loss of profits, loss of data, or indirect losses and consequential losses.

14.4 The Supplier can under no circumstances be held liable with regard to data, information, products, services or the like that originate from or are maintained by the Client, a subcontractor and/or a Third Party, unless the Supplier has made specific written warranties for such.

14.5 The Supplier can under no circumstances be held liable, if data, information, products, services or the like that originate from the Client, a subcontractor and/or a Third Party turns out to be illegal and the Supplier had no knowledge of the illegal nature. If the Supplier has made any warranties with regard to the above-mentioned, such warranties can no longer be enforced. The illegal nature of the above-mentioned is in that case solely the Client's, the subcontractors and/or the Third Party's responsibility.

14.6 The Supplier makes no representations or warranties, express or implied, to the Client that the Data or any information derived therefrom is fit, suitable and/or merchantable for a particular purpose.

15 Assignment / Change of Control / Merger and Acquisition

15.1 The Supplier is entitled, wholly or partially, to assign and/or transfer its rights and obligations to Third Parties, also in the case of

change of control.

15.2 The Client agrees not to disclose, assign, transfer, merge, change, pledge, distribute, lend or in any other way make any delivery, Data or any information derived therefrom, software, documentation and/or solutions, wholly or partially, available to any Third Party without the Supplier's prior written consent.

15.3 The Client may under no circumstances assign or transfer, wholly or partially, any agreement made between the Client and the Supplier without the Supplier's prior written consent.

15.3.1. Notwithstanding clause 15.3, and provided that the Client gives the Supplier 10 working days' notice, the Client shall be allowed to assign or transfer, wholly or partially, any agreement made between the Client and the Supplier, if (1) the assignment or transfer take place in connection with a merger or acquisition of the Client by a Third Party, provided however, that the Third Party is not a direct or indirect competitor of the Supplier, and provided that (2) the agreement is binding upon the Client's respective successor and assigns.

15.4 The Client is responsible to ensure that any employees, Affiliates, consultants and Third Parties of the Client do not disclose , assign, transfer, merge, change, pledge, distribute, lend or in any other way make any delivery, Data or any information derived therefrom, software, documentation and/or solutions, wholly or partially, available to Third Parties without the Supplier's prior written consent.

15.5 Any consent with regard to clause 15.2, 15.3 and 15.4 must be obtained with at least 10 working days' notice.

15.6 If consent from the Supplier has been obtained with regard to clause 15.2, 15.3 and 15.4, the Client shall use the Supplier's Third Party Agreement for the purpose.

16 Relationship of the Parties

16.1 Each of the Parties to these general terms and conditions is an independent contractor and nothing contained in these general terms and conditions, and no action taken by the Parties pursuant to these general terms and conditions, shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee, nor are the Parties hereby engaging in a joint venture, association, franchise or other cooperative venture, and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise, unless expressly permitted by the terms of these general terms and conditions.

17 Anti-Corruption and Ethics

17.1 In connection with the performance of any agreement between the Parties, each Party hereby declare that they, or anyone acting on their behalf, have not and will not violate current Anti-Corruption legislations. By agreeing to this, the Parties accept that they have not and will not, directly or indirectly, offer, promise, give, authorize, solicit, pay, or give anything of value in order to

17.1.1. Influence any acts or decisions made by any public official to obtain, retain, or secure business advantages

17.1.2. Induce (including bribery) any individual or public official to use his or her influence to act improperly in violation of his or her duty

The Parties hereby accept that they have the adequate internal controls in place in order to ensure that the fulfilment of any agreement between the Parties is in compliance with current Anti-Corruption legislation.

18 Force Majeure

18.1 Neither of the Parties can be held liable pursuant to these terms and conditions, if the liability is due to Force Majeure. However, both Parties are entitled to terminate a delivery order without further charge, in the event that a delivery is exceeded for more than 90 days as a result of such Force Majeure.

19 Governing Law and Disputes

19.1 All offers, sales, deliveries and agreements shall be governed by and construed in accordance with the laws of Denmark excluding however, Danish provisions on choice of law leading to the application of any other law than Danish law.

19.2 Any dispute arising between the Parties shall be settled by mediation in accordance with the Danish IT Lawyers' (DITA) mediation procedure (www.dansk-ITadvokater.dk). Mediation shall be initiated by one of the Parties sending the other Party a written notice of mediation with a copy to DITA. The mediator shall be appointed by DITA within 8 working days after receiving the request for mediation.

19.3 If the mediation ends without settlement of the dispute, the dispute shall be settled by the courts of Denmark.