

Terms and conditions

Appendix 9

Visma Enterprise A/S



Table of contents

0. Definitions	3
1. Scope of Agreement	4
2. Supply of products and Services to the Customer	4
3. Visma Enterprise's Systems, Operational Platform, etc.	4
4. Software specifically developed for the Customer	4
5. Consulting services	5
6. Maintenance and support	5
7. Visma Enterprise's operational environment	6
8. The Customer's data	6
9. Prices and terms of payment	6
10. Delay and defects	8
11. The Customer's obligations and liability	8
12. Information Security	9
13. IP rights to Visma Enterprise's Operational Platform, Systems and Software	9
14. Confidentiality	10
15. Liability and limitation of liability	10
16. Changes in Services	11
17. Termination	12
18. Assignment	12
19. Employment of sub-suppliers	12
20. Choice of law and jurisdiction	12
21. Requesting information from the Danish Civil Registration System (CPR)	12

0. Definitions

In this Agreement, the defined terms stated below have the following meaning.

- 0.1. **Agreement:** This Visma Enterprise Agreement between Visma Enterprise and the Customer regarding Visma Enterprise's supply of products and Services to the Customer, including all appendices as well as subsequent amendments hereto. The Agreement takes precedence over the appendices.
- 0.2. **Business Hours:** The business hours which are employed on the different types of services specified in the Agreement or in the Operation Manual applicable at all times.
- 0.3. **Customer:** The company which enters into an agreement as employer with Visma Enterprise concerning Services and/or products.
- 0.4. **Data controller:** In the relationship between Visma Enterprise and the Customer, the Customer is the data controller of the personal data processed by the Customer and passed on to Visma Enterprise for data processing.
- 0.5. **Day:** A calendar day.
- 0.6. **Maintenance:** Ordinary maintenance, error correction and updates, including as a result of changes to legislation and usual updates to later versions of software etc. Maintenance does not include updates to the Customer's specific systems and needs.
- 0.7. **Operation Manual:** The instructions, Service Agreement Handbook or other manuals applicable at any time.
- 0.8. **Operational Platform:** The entire IT system consisting of equipment, systems, network and Software, which Visma Enterprises uses and which is necessary for the performance of the Agreement.
- 0.9. **Party:** "Party", "Parties" or "the Parties" means the Customer or Visma Enterprise or both.
- 0.10. **Service Levels:** The Service Levels at which the Services will be provided to the Customer in terms of quality and/or quantity and which are set out in appendix 3 Service & Support.
- 0.11. **Services:** The Services to be delivered to the Customer in accordance with the Agreement, including primarily Services and IT solutions, specified in appendix 1 Service description and appendix 2 IT Solution Description.
- 0.12. **Software:** Any IT software, including source code, object code and related updates, error corrections, guidelines, instructions, manuals, documentation and descriptions etc., which can either be standard or customised software.
- 0.13. **Systems:** The entire IT system, which Visma Enterprise makes available to the Customer in accordance with the Agreement.
- 0.14. **Visma Enterprise:** Visma Enterprise A/S, CVR-no.: 41 01 60 27, which is a company in Visma Group.
- 0.15. **Visma Enterprise Terms:** Visma Enterprise's general terms for products and Services applicable at any time and which are set out in appendix 9 of the Agreement.
- 0.16. **Working Days (Denmark):** All days except Saturdays, Sundays, official holidays and Friday after Christ's Ascension, Constitution Day on June 5 as well as December 24 and December 31.

Visma Enterprise's Systems and Operational Platform.

1. Scope of Agreement

- 1.1. The Agreement comprises all the attached appendices, which form an integral part of the Agreement. In case of discrepancy between the Agreement and the appendices, the following will have precedence in the mentioned order
 - 1.1.1. The Agreement
 - 1.1.2. The Data Processing Agreement (app. 11)
 - 1.1.3. Terms and Conditions (app. 9)
 - 1.1.4. Other appendices
- 1.2. The Agreement is not limited in time, but may be terminated by both Parties in accordance with these Terms and Conditions.
- 1.3. Visma Enterprise Terms apply to all Services, products and Systems supplied by Visma Enterprise to the Customer, unless the Parties have explicitly agreed otherwise.
- 1.4. Visma Enterprise Terms applicable at any time are available on Visma Enterprise's web site: <https://community.visma.com>.
- 1.5. Visma Enterprise reserves the right to continuously make changes to the Service descriptions in relation to updating and changes of the Service. The Service description, applicable at all times, is available at <https://community.visma.com>.

2. Supply of products and Services to the Customer

- 2.1. Visma Enterprise supplies to the Customer the products and Services which the Parties at any time have agreed upon and which are specified in Service Description.
- 2.2. In appendix 2 (Description of IT Solution), the Parties specify and agree in further detail how the Customer is connected to

- 2.3. If changes and renewals are necessary, the Parties agree on the details of the implementation thereof in the Agreement, including any necessary technological measures and data conversion to Visma Enterprise's Systems.
- 2.4. The Customer may solely use the products and Services provided for commercial purposes.
- 2.5. By outsourcing the Customer's payroll administration to Visma Enterprise, the Customer authorises Visma Enterprise to process, including read and process, data from the Customer. On the basis of this processing - and Visma Enterprise's knowledge of the Customer - payroll transactions will be created and included in Visma Enterprise's payroll processing. Outsourcing of payroll administration does not include assignment of employees from the Customer to Visma Enterprise.

3. Visma Enterprise's Systems, Operational Platform, etc.

- 3.1. As part of Visma Enterprise's supply of Services, Visma Enterprise will make available to the Customer its Operational Platform, Systems, tools and other resources to the agreed extent.
- 3.2. Visma Enterprise has maintained and will continuously maintain a stable and reliable Operational Platform, Systems and Software, which are up-to-date in relation to applicable law and ordinary technological developments, in order for the supply of the Services to be carried out.
- 3.3. If the Customer and Visma Enterprise have made agreements concerning supply and licensing of Software, Visma Enterprise will make such Software available to the Customer. The Customer will install the Software for its own account and risk either via downloads from the Internet, file

transfers or other media in accordance with Visma Enterprise's instructions.

4. Software specifically developed for the Customer

- 4.1. The Parties may agree that Visma Enterprise is to develop and modify Software specifically to the Customer. When the Customer has accepted in writing a price and delivery specification prepared by Visma Enterprise, Visma Enterprise will commence the development and modification of the Software in question. Such development and modification matters will be performed in accordance with section 5.
- 4.2. Development and modification matters are delivered and approved by a test in order to make sure that the Software in question essentially works in accordance with the delivery specification. Delivery of Software will always be considered completed in case the Customer starts using the Software in question.
- 4.3. The Customer may at any time at fourteen (14) days' written notice terminate the agreement concerning development and modification of Software. Visma Enterprise may only terminate the agreement in case the Customer fails to comply with the project plan or payment plan.
- 4.4. If the agreement concerning development and modification of Software is terminated prior to delivery, the Customer will pay to Visma Enterprise the costs of working hours spent and other services supplied up until termination, including pay Visma Enterprise's direct costs.

5. Consulting services

- 5.1. The Parties may agree that Visma Enterprise is to provide consulting services to the Customer. The consultants in question must provide competent assistance to the Customer and deliver their services on time.

- 5.2. When consulting services are ordered, Visma Enterprise will prepare a written specification describing the content of the consulting services. The specification may concern Visma Enterprise's supply of consultant resources, cf. section 5.3 (Consultant Specification) or project resources, cf. section 5.4 (Project Specification).
- 5.3. The consultant resources supplied by Visma Enterprise are within the consultant category and with the required qualifications as ordered by the Customer. The consultant performs his tasks in accordance with the Customer's instructions and subject to the Customer's responsibility for the result. The Customer makes sure that the consultant has access to all necessary internal resources, including access to systems, etc.
- 5.4. Visma Enterprise supplies project resources in order to provide the agreed content and result. The Customer is responsible for assisting with the resources specified in the Project Specification and for approving the result when such result essentially corresponds with the Project Specification. Unless otherwise agreed, the Customer may perform a test on his own account. Unresolved issues, if any, are stated in a backlog and will be solved by Visma Enterprise within reasonable time. At any rate, the result will be considered approved when the Customer starts using the result.
- 5.5. Unless the Parties have agreed otherwise, the Customer must pay for such consulting services in accordance with time spent as set out in section 9.

6. Maintenance and support

- 6.1. Visma Enterprise provides Maintenance and support of its products and Services, and the Customer must pay for such Maintenance/support in accordance with section 9. With regard to consulting services,

cf. section 5, this will only apply if specifically agreed.

- 6.2. Visma Enterprise organises its own routines for Maintenance and support of its Systems and Operational Platform in accordance with good IT standards and with least possible inconvenience to the Customer.
- 6.3. Visma Enterprise's Operational Platform is available during Business Hours, unless it is found necessary for Visma Enterprise to cut off access due to extraordinary Maintenance or error correction of Visma Enterprise's Systems and Operational Platform. Ordinary Maintenance will take place outside Business Hours. In the event that Visma Enterprise's Services are affected during Business Hours, the Customer must to the extent possible be notified well in advance prior to the Maintenance taking place. Visma Enterprise will try to limit the interruptions and disturbances, which the Maintenance may cause on Visma Enterprise's operation.

7. Visma Enterprise's operational environment

- 7.1. Visma Enterprise must provide a stable operational environment and delivery of Services.
- 7.2. Visma Enterprise will provide its Services on the basis of data received from the Customer. The Customer must make sure that the Customer's data is supplied to Visma Enterprise on time, with the correct content and in the correct format, and that the data in question is at all times true, correct, and updated. The Customer must on request redeliver or validate own data.
- 7.3. The Customer is responsible for the establishment, operation, service and financing of its own operational environment and systems, including media for interaction with Visma Enterprise's Operational Platform and Systems and for storage, exchange, and use of data. Visma Enterprise must according to prior agreement have access to the Customer's

operating environment where necessary in order for Visma Enterprise to deliver the Services.

8. The Customer's data

- 8.1. Visma Enterprise and the Customer will conclude a data processing agreement in accordance with applicable law, cf. Data Processing Agreement, concerning Visma Enterprise's processing of data on behalf of the Customer.
- 8.2. Visma Enterprise ensures that only employees with a work-related need have access to the Customer's data. If the Customer wants further limitations on the employees' access to the Customer's data, the Customer must agree on this specifically with Visma Enterprise.
- 8.3. Visma Enterprise's processing, amendment, and storage of data must be handled securely in compliance with the data processing agreement, the Operation Manual, and in compliance with good IT standards.
- 8.4. Visma Enterprise distributes as agreed data to the Customer after termination of the Agreement.

9. Prices and terms of payment

- 9.1. Products and Services covered by the Agreement are invoiced in accordance with Visma Enterprise's price list applicable at any time, including VAT, cf. the Agreement. All prices are excl. VAT.
- 9.2. Implementation costs will be invoiced at the beginning of the month of the implementation. Operating costs will be invoiced continuously in accordance with the applicable prices. Any other records will be invoiced after delivery.
- 9.3. The Customer will, on its own initiative, hold all costs for internal and external assistance from other suppliers and others - including

- costs for subtraction of data from existing systems.
- 9.4. Usage of Visma Enterprise hotline, will be invoiced based on actual usage in relation to applicable hourly consultant prices. There will always be invoiced for a minimum of 15 mins., and continuously for every 15 mins. commenced time slot.
- 9.5. The unit price for payslips is based on the number of produced payslips. If the number of produced payslips overall changes by more than 20% over three consecutive months, both Parties, by written agreement, can demand that the unit price per payslip is renegotiated. The new unit price per payslip will be applicable from the first upcoming invoice.
- 9.6. Subscription-based operational costs are based on the Customer's number of employees. Provided that the number changes, both Parties, by written notice, can demand the prices corrected to the correct employee interval in relation to applicable prices on Visma Enterprises webshop. The corrected price will be applicable from the next invoice.
- 9.7. Payment will be made monthly in arrears based on an invoice. The Customer pays free of charge via LevarandørService, alternatively via an invoice can be forwarded with a surcharge according to the applicable prices.
- 9.8. In relation to consultancy services, cf. section 5, the Customer shall in addition to the hourly price mentioned in section 5.5, reimburse Visma Enterprise for documented expenses of materials, travel arrangements and accommodation incurred in connection with performance of the task. Furthermore, Visma Enterprise is entitled to reimbursement of documented expenses in connection with travel time and meals in accordance with the official Danish rates for official journeys.
- 9.9. All prices stated in the Agreement will be amended automatically and without notice every year on 1 December based on the increase in the Danish Net Price Index from June until June, as reported by Statistics Denmark (www.dst.dk/en), and the first time on the first day of December following commencement of the Agreement. In addition, Visma Enterprise may introduce general changes to the price list at three (3) months' written notice until the first day of a month when such price amendments are necessary as a result of general amendments in Visma Enterprise's Systems, Services, etc. If the increase in price is due to a subcontractor having increased its prices towards Visma Enterprise, a price change can be notified with one (1) month's written notice until the first day of a month.
- 9.10. Invoice amounts fall due fourteen (14) days after the invoicing date. In the event of late payment, interests will be charged in accordance with the Danish Act on Interest.
- 9.11. Objections to the invoice shall be announced to Visma Enterprise within two (2) months from the payment due date. Otherwise the Customer's right to make objections to the invoice is considered lapsed.
- 9.12. In the event of late payment of a correctly invoiced amount, Visma Enterprise may send a written notice to the Customer specifying that payment must take place no later than ten (10) Working Days after receipt of such notice, whereas Visma Enterprise may terminate the Agreement after this period of time.
- 9.13. During the termination period, Visma Enterprise invoices the Customer according to the applicable prices, including the number of payslips produced. However, Visma Enterprise reserves the right – regardless of the actual number of payslips produced for each month during the termination period to invoice a minimum amount of 75% of the average of the number of payslips invoiced by Visma Enterprise for the 6 months immediately prior to receipt of the termination notice.

10. Delay and defects

- 10.1. With regard to Visma Enterprise's obligations under section 5.4, delivery is delayed if the result is delivered later than the time agreed upon by the Parties in the Project Specification and if the delay is caused by circumstances for which Visma Enterprise is responsible. If delivery is delayed, the Parties must agree on a reasonable time limit for Visma Enterprise to finalise the result. If Visma Enterprise fails to deliver the result within the agreed time limit, the Customer will be entitled to set a final time limit for Visma Enterprise to deliver the result, however, such final time limit not to be less than twenty (20) days. If Visma Enterprise fails to comply with the final time limit, the Customer will be entitled to terminate the agreement concerning consulting services.
- 10.2. If the Customer specifies and documents that the Services are defective and consequently that the Services in question fail to meet the requirements set out in Service Description, Visma Enterprise must rectify such defects free of charge for the Customer.
- 10.3. If the Customer specifies and documents that output data is defective and this is caused by circumstances for which Visma Enterprise is responsible, Visma Enterprise must rectify the defect or replace the Services in question free of charge for the Customer, however, for a maximum period of up to six (6) months prior to the Customer's complaint. Visma Enterprise will invoice the Customer in accordance with time spent for rectification of defects arisen prior to this period of time.
- 10.4. If the Customer specifies and documents that specific Software and/or consulting services are defective no later than six (6) months after delivery of the Software or consulting service in question, Visma Enterprise must, free of charge for the Customer, rectify such defects for future Services.

- 10.5. In connection with rectification of defects under sections 10.2-10.4, the Customer must – free of charge - provide Visma Enterprise with reasonable assistance, e.g. by redelivery of data to Visma Enterprise or by giving Visma Enterprise access to the Customer's systems. Errors in software will be rectified by Visma Enterprise or the Customer installing a program correction when such is generally available. However, Visma Enterprise should be deemed to have rectified an error if Visma Enterprise has shown a way to avoid the error via proposed or implemented measures.
- 10.6. If Visma Enterprise's troubleshooting shows that the defect is not caused by Visma Enterprise, or that the defect is caused by circumstances outside Visma Enterprise's control, Visma Enterprise will be entitled to invoice the Customer for reasonable expenses incurred in connection with such troubleshooting and for measures carried out in accordance with Visma Enterprise's Price List applicable from time to time.
- 10.7. Notwithstanding that Visma Enterprise may not be responsible for a defect, Visma Enterprise must – if resources are available – at the request of the Customer and subject to a charge assist the Customer in error correction.

11. The Customer's obligations and liability

- 11.1. The Customer is obliged to co-operate loyally with Visma Enterprise and contribute to compliance with the Agreement.
- 11.2. The Customer shall provide Visma Enterprise with information regarding address, email address and telephone number, including changes to such information. The Customer accepts that Visma Enterprise may use the Customer's email address for notifications under the Agreement. The Customer is responsible for keeping Visma Enterprise updated with the correct mail address.

- 11.3. The Customer must generally comply with Visma Enterprise's instructions, the guidelines applicable from time to time and other documentation for the relevant Service, Software or consulting service.
- 11.4. The Customer is obliged to pay the agreed amount in accordance with the Agreement. If the price to be paid for a service has not been determined, the Customer must - for such services - pay an amount equal to what Visma Enterprise generally invoices for similar services.
- 11.5. The Customer is responsible for storage of data foundation, data, documentation, and other material of relevance according to applicable law, including applicable accounting legislation.
- 11.6. Visma Enterprise is entitled to request that the Customer fulfils specific product and system requirements as a condition for the Customer's receipt and use of Services. The Customer must fulfil all necessary technical requirements which are reasonably required from Visma Enterprise, and of which the Customer has been informed or notified, cf. section 16.5.
- 11.7. The Customer is liable for all acts and transfers which the Customer, the Customer's employees, or others outside Visma Enterprise have performed via Visma Enterprise's Systems and Operational Platform, including in the event of misuse, in which case the Customer will be liable in accordance with the general principles of Danish law.

12. Information Security

- 12.1. All Services are covered by Visma Enterprise's security policies applicable at all times, as described in Information Security and Data Deletion appendices.
- 12.2. Visma Enterprise prepares annual, independent audit reports for Visma Enterprise's salary product in accordance with ISAE 3402 standards or other similar

standards. The Customer may acquire the audit report concerning salary products comprised by the Agreement and for the relevant period in which the Agreement is effective.

- 12.3. The Customer must make sure that unauthorised persons do not have online access to Visma Enterprise's Operational Platform via the Customer.
- 12.4. The Customer is responsible for access and log on information (e.g. user id and password) being stored in a way preventing unauthorised persons from gaining access to such information. If the Customer suspects that an unauthorised person has gained or may gain such access, the Customer must notify Visma Enterprise immediately.

13. IP rights to Visma Enterprise's Operational Platform, Systems and Software

- 13.1. All rights, including property rights, copyrights and any other intellectual property right in connection with Visma Enterprise's Operational Platform, Systems and Software belong to Visma Enterprise or Visma Enterprise's sub-supplier. Visma Enterprise's trademark and other distinctive marks belong to Visma Enterprise or Visma Enterprise's sub-supplier.
- 13.2. The Customer acquires a non-exclusive and non-assignable right to use Visma Enterprise's Operational Platform, Systems and Software to the agreed extent and on the conditions set forth in these terms, including on the terms set out in any additional licence agreements. The licence and right of use apply as long as the Agreement between Visma Enterprise and the Customer is in force and will expire upon termination of the Agreement.
- 13.3. Visma Enterprise does not assign right of ownership, copyright or any other intellectual property right to source code, Software or documentation which is produced, developed and/or modified to the

Customer. Visma Enterprise, or its sub-supplier, retain all intellectual property rights to such material.

- 13.4. The Customer may not change or remove any statement regarding copyrights, trademarks or any other rights included in Visma Enterprise's Operational Platform, Systems, Software, etc.
- 13.5. The right of use entitles the Customer to use Visma Enterprise's Operational Platform, Systems and Software for its own data processing and in accordance with their purpose. If the Customer is a company or other legal person, the Customer's employees, and any third party carrying out work for the Customer, may use Visma Enterprise's Operational Platform, Systems and Software. The Customer is responsible for these persons complying with the terms and conditions set forth in this Agreement. The right of use also comprises companies in which the Customer owns 50 per cent or more of the shares and/or voting rights.
- 13.6. The Customer cannot sell, distribute, licence, rent out, lease, lend, pledge or in any other way assign or hand over these licences and rights of use to any third party without the prior written consent of Visma Enterprise.

14. Confidentiality

- 14.1. The Parties must observe unconditional secrecy with regard to any confidential information, including information on the other Party and its employees, business secrets and information on business connections.
- 14.2. Such confidential information may only be used and stored in compliance with this Agreement.
- 14.3. Confidentiality remains in force 5 years after termination of this Agreement, irrespective of the reason for termination.
- 14.4. Visma Enterprise is entitled to use the Customer's name and/or brand for

marketing and on Visma Enterprises Webpage.

15. Liability and limitation of liability

- 15.1. Unless otherwise stated in this Agreement, the Parties will be liable in accordance with the general principles of Danish law.
- 15.2. The Parties will only be liable for their own services and matters (including their sub-suppliers, other suppliers and employees). Visma Enterprise will not be liable for matters relating to agreements between the Customer and other suppliers concerning administration of payroll, supply of standard Software, hardware or other equipment, communication lines, or other services which are necessary for use of Visma Enterprise's Systems.
- 15.3. The Parties will only be liable for direct losses, and none of the Parties will be liable for indirect losses and consequential damage.
- 15.4. Visma Enterprise will not be liable for any loss suffered by the Customer, such as loss of image, goodwill, employees, customers, loss of operations, profits, revenue and interests. In the event that the Parties have agreed on a separate penalty for defective delivery (e.g. breach of the Service Levels (SLA)), the Customer shall only be entitled to claim compensation for direct losses to the extent such losses exceed the separate penalty already paid.
- 15.5. Visma Enterprise will not be liable for loss caused by force majeure or similar circumstances, including:
 - telecommunication or electricity breakdown
 - legislation or administrative acts
 - wars, riots, civil disorders, sabotage, vandalism, computer virus, hacking or terrorism
 - natural disasters or extreme weather conditions
 - strike, lockout, boycott or blockade, irrespective of whether the conflict is

directed towards Visma Enterprise or its organisation and irrespective of the cause, including in cases where the conflict only affects parts of Visma Enterprise's functions, or

- pandemics,
- other circumstances outside Visma Enterprise's control.

- 15.6. On the same basis, Visma Enterprise will not be liable for loss caused by breakdown in – or lack of access to – the IT Systems employed by Visma Enterprise, or for damage to data in the relevant systems caused by any of the instances mentioned above. The exemption of liability applies irrespective of whether Visma Enterprise itself or an external IT supplier is responsible for operation of the systems. In the latter case, the above-mentioned conditions apply to such supplier. Furthermore, Visma Enterprise is not responsible for defects caused by acute service under section 6.3.
- 15.7. Visma Enterprise's aggregate liability will not exceed the amount which Visma Enterprise has invoiced the Customer for the product/Service in question during the past twelve (12) months. In any event, Visma Enterprise's aggregate liability will not exceed DKK 100,000 per incident and DKK 1,000,000 in total under the Agreement.
- 15.8. The exemptions and limitations of liability stated in section 15 do not apply in cases of gross negligence or willful misconduct, just as they do not apply if the Customer has employed Visma Enterprise's Operational Platform, Systems and Software in violation of section 13.
- 15.9. Claim for compensation under the Agreement must always be made in writing and within reasonable time and no later than three (3) months after the damage was discovered or ought to have been discovered. If the Customer fails to do so, the claim for compensation will lapse.

16. Changes in Services

- 16.1. The Customer and Visma Enterprise are at any time entitled to request changes to the content, the scope, and the prioritisation of the agreed Services on the terms described below.
- 16.2. Visma Enterprise must within ten (10) Working Days from receipt of the Customer's request for changes provide information on the extent to which the proposed change will affect the Services supplied by Visma Enterprise and on the resource use in connection with the proposed change, including financial and operational consequences of the changes.
- 16.3. If the Customer on the basis of the prepared information material still wants to implement the proposed change, all relevant terms in connection therewith must be agreed in writing between the Parties.
- 16.4. If the Customer wishes to move the time of implementation according to the Agreement, Visma Enterprise reserves the right to invoice the full amount of the estimated monthly operational costs, from the originally planned month.
- 16.5. Visma Enterprise is at any time entitled to refuse to comply with the Customer's change request on the condition that Visma Enterprise's refusal is based on reasoned grounds.
- 16.6. Visma Enterprise may at its own discretion carry out changes in Services, Systems and Operational Platform which are necessitated by: 1) regulatory requirements, 2) maintenance of a high level of security, and 3) necessary changes due to general technological and system matters, subject to a written notice of three (3) months, unless specific circumstances require a shorter notice.
- 16.7. Visma Enterprise is entitled to request necessary changes in the Agreement and the appendices at 6 months' notice, such changes having been necessitated by

general changes in the Operation Manual, security policies or the data processing agreement.

16.8. Visma Enterprise is entitled from time to time to update its Systems and Operational Platform due to ordinary updating, renewal and maintenance without prior notice to the Customer. In the event of a new version being implemented, the Customer is obliged to use the new version within a time limit set out by Visma Enterprise.

16.9. In the event that the Customer manages the operation of Visma Enterprise's Systems itself, Visma Enterprise provides maintenance and support of the new version and the two previous versions.

17. Termination

17.1. Unless the Parties have agreed otherwise, this Agreement may be terminated by both parties with a prior written notice of 12 months to the 1st in a month. However, agreements concerning consulting services only, cf. sections 5.3 and/or 5.4, may be terminated by both Parties at one (1) month's written notice on the condition that the Customer reimburses Visma Enterprise for all expenses in connection with the consulting service, if any.

17.2. Either Party may terminate the Agreement in whole or in part if the other Party is in material default, and the other Party has failed to take relevant steps in order to remedy the material default within ten (10) Working Days following receipt of a written notice.

17.3. In the event that this Agreement is terminated and another supplier or the Customer itself will take over Visma Enterprise's responsibilities, Visma Enterprise is obliged to provide the Customer with the necessary exit assistance and to co-operate with any new supplier in order for the transition to take place with least possible inconvenience to the Customer. The Customer will be invoiced for

this in accordance with the applicable price list in force from time to time, cf. appendix 5 (Price List).

18. Assignment

18.1. Neither of the Parties is without the prior written consent of the other Party entitled to assign its rights and obligations under the Agreement to a third party. However, Visma Enterprise is entitled to assign its rights and obligations under the Agreement to another company in the Visma Enterprise group without the Customer's consent.

19. Employment of sub-suppliers

19.1. Visma Enterprise may employ sub-suppliers. Sub-suppliers must technically and organisationally comply with the security standards required by Visma Enterprise. Visma Enterprise is liable for its sub-suppliers' services in the same way as for its own services.

20. Choice of law and jurisdiction

20.1. Danish law governs this Agreement. Disputes between the Parties which cannot be settled by negotiation can be brought before the Copenhagen City Court.

21. Requesting information from the Danish Civil Registration System (CPR)

21.1. If the Customer can request information about the name and address of the employees from the Civil Registration System (CPR) through Visma Enterprise's product and the Customer uses this function, the following conditions apply:

- The Customer may only request information from CPR about individuals, to whom the Customer, on account of the agreement, will pay out salary, fees etc.

- The Customer's processing of the information received from CPR, must take place in accordance with the current Danish Act on Processing of Personal Data.
- 21.2. Intentional or grossly negligent violation of the above-mentioned conditions for requesting information from CPR is a punishable offence.
- 21.3. Visma Enterprise registers user ID, time and CPR number for every request for information from CPR in the Customer's name. Visma Enterprise stores this information for six months, after which it is deleted. Upon request, Visma Enterprise surrenders the information to CPR.