General Terms and Conditions

Table of Contents

1. PURPOSE AND DEFINITIONS

1.1. These general terms and conditions (hereinafter referred to as the "Terms and Conditions") apply to all tasks, deliveries and services from Abakion A/S, whether they occur in connection with **Offers, Framework Agreements, work charged according to time spent, agreement about the task, or Order Confirmation**. The Terms and Conditions shall apply with possible adjustments, where these derogations are specifically made by written agreement. The Terms and Conditions thus supplement the contracts concluded at any time with the Customer

1.2. The following types of agreement are typically signed by Abakion A/S; the Terms and Conditions thus supplement the agreement in question:

1.2.1. Framework Agreement / Collaboration Agreement

1.2.2. Hourly rates and conditions, including:

- Software licenses (including software developed by Abakion A/S).
- Software maintenance.
- Hosting.
- Consulting services, e.g. advice, customizations, tests, etc.
- Education and training.
- Other services, including hardware and hardware service.

1.2.3. Agreement about a specific task, including:

- **Diagnosis / preliminary analysis**
  Assessment of the possible implementation and application of the product suite from Microsoft Business Solutions A/S, other certified Microsoft Business Solutions partners, as well as software developed by Abakion.
- **Integrated product deliveries**
  Delivery of an IT solution which includes implementation of software products from Microsoft Business Solutions A/S and software developed by Abakion A/S.
- **Other delivery**
  Delivery of upgrade agreements, regular hours, add-ons, add-on solutions, etc.

1.3. For third-party products, including Microsoft software products, the standard conditions that the third party uses for the products in question shall apply to the relationship between the Customer and the third party. The above-mentioned standard conditions from the third party are regarded as accepted by the Customer. For Microsoft software products, it is the customer's responsibility to accept Microsoft's licensing terms. The Customer may only make such claims as the third party in question must respect. In relation to third party software, the Customer may therefore not demand from Abakion A/S any rebates, refunds, remedy, support, delivery or other claims to a different extent than is applicable and which is in practice directly enforceable against third parties, see in particular point 8.6. For software provided by Abakion as part of a delivery, and where it is not expressly stated that it includes third party products, only the Terms and Conditions shall apply.

1.4. Any deviation from the Terms and Conditions is only valid and binding against Abakion A/S if an authorized person from Abakion A/S has agreed to the departure from the Terms and Conditions.

1.5. The Terms and Conditions take precedence over any individual and/or general terms, including terms of purchase, which the Customer has established with respect to Abakion A/S or which the Customer otherwise uses. This precedence applies regardless of whether the Customer has provided, or subsequently provides, such terms to Abakion A/S, and regardless of whether Abakion A/S has explicitly refused to be bound by the Customer's terms or has not responded.

2. TASK DESCRIPTION

2.1. The Customer may elect to prepare a task description or let Abakion A/S prepare one based on a proposal from the Customer. The task description should, on an overall level, outline the following:

2.1.1. The objectives, content, and delivery of the task.

2.1.2. Requirements for methods, standards, technical tools and documentation.

2.1.3. Master schedule.

2.1.4. The Customer's contribution to solving the task, including resources, premises, tools, installations, etc.

3. ORDERS

3.1. An order shall not be binding on Abakion A/S until agreement is entered into or the order is confirmed by Abakion A/S, for example in the form of an order confirmation.

3.2. If the Parties agree to change an order, the Parties shall sign an addendum to the order.

3.3. It is at all times the Customer's own responsibility to ensure that persons who approve, initiate, change, or terminate tasks have a mandate for this.

4. OBLIGATIONS OF THE PARTIES

4.1. The Parties must each fulfil, in good faith, the orders entered into and comply with the agreed Terms and Conditions.

Abakion A/S shall:
- Provide the Customer with the necessary cooperation for the fulfilment of placed orders.
- Make qualified resources available. Abakion A/S is entitled at any time to replace resources, including the named resources that have been allocated to an order, with other comparable resources.
- Perform Abakion A/S tasks consistent with good computing practices.

The Customer, to the extent it is appropriate and reasonable for Abakion A/S to be able to fulfil its obligations, shall:
- Provide Abakion A/S with the cooperation required for the performance of Abakion

A/S's tasks relating to the customer.

- Provide Abakion with accurate and complete information regarding the Customer's existing environments in terms of hardware, software and data, including documentation of the existing configuration, data formats, and executed customer-specific programming.
- Make available to Abakion A/S qualified resources who are competent and authorized to make decisions regarding the execution of orders.
- Make every reasonable facility and resource available to Abakion A/S, such as personnel, premises with reasonable access, space, light and window conditions, work facilities (e.g., office supplies, terminals, PCs and PC software), development, test and operational environments (where it has not been agreed that these will be provided by Abakion) and communication facilities (e.g., phone, fax, ISDN, etc.).
- Secure the IT environment that Abakion A/S employees are working in/with, so that the risk of loss of or damage to the Customer's IT systems, including loss or damage of data, is minimized.
- Ensure that sufficient back-up has been made before Abakion A/S employees gain access to the Customer's IT systems. Backups shall include every kind of data, including data that may relate to on-going projects or tasks which Abakion A/S is involved in (Abakion A/S does not make, unless expressly agreed in writing between the parties, a backup of such data, regardless of whether the data is generated by Abakion A/S, and regardless of whether the data is stored on an IT system that has not yet been accepted by the Customer).
- Have necessary and sufficient security measures in place to prevent and minimize damage to the Customer's IT systems, including virus protection.
- Refrain from taking IT equipment, including software, into service until it has been properly tested.

5. PRICES AND PAYMENT TERMS

5.1. Unless otherwise agreed by the Parties on entering into an order, the Abakion A/S list prices applicable at any time for the type of service that the order covers shall apply. Unless otherwise agreed by the Parties, the Customer shall additionally pay:
- Any taxes and charges imposed on Abakion A/S services or triggered by entering into the order, including VAT and stamp duty.
- Abakion A/S expenses, including transportation, meals and accommodation.

5.2. Abakion A/S is entitled to payment for any preparation of offers or price calculations made at the Customer's request.

5.3. If the Customer assigns or otherwise makes use of third parties, including consultancy firms, Abakion A/S is entitled to payment for resources and costs required for additional activities initiated by or otherwise due to said third parties, including in connection with separate correspondence, responding to questions, calculating offers, etc. Such payment will be in addition to any negotiated prices or estimates that may be agreed with the Customer.

5.4. For billing based on time spent, every single employee of Abakion shall carefully and continuously keep time sheets with specific details of what the time is used for. Unless otherwise agreed, the employee shall perform the task between 8:30 and 16:30.

5.5. Time sheets are not kept for fixed-price projects.

5.6. If the Customer orders work to be done specifically before 8.30 or after 16.30 on normal work days, a premium of 50% will be added to the above-mentioned prices. If the Customer orders work to be done specifically during the weekend or on holidays, a premium of 100% will be added to the above-mentioned hourly rate.

5.7. If the Parties agree that Abakion A/S shall be on standby mode, 50% of the Customer's hourly rate will be charged during the standby period. If work has to be executed during the standby period, the hourly rates as according to 5.1 and 5.6 will be charged.

5.8. Any evaluations, forecasts, or estimates of remuneration are not binding on Abakion A/S. Estimates are provided on the basis of information from the customer and using best endeavors within the agreed timeframe for the estimation task.

5.9. Entering into any agreement on fixed prices requires a well-defined task based on solid assumptions, where Abakion A/S will charge a premium for accepting the agreement about fixed prices. Any agreement on fixed prices shall be subsequently adjusted, (i) if the Customer or a third party fails to provide the cooperation that Abakion A/S can reasonably expect, (ii) if the Customer has given Abakion A/S incorrect or incomplete information relevant to the fulfilment of Abakion A/S's obligations, and (iii) if the facts or significant assumptions change subsequent to any agreement on fixed prices being entered into.

5.10. In the event of meetings or other work at an address other than Abakion A/S, time and travel expenses will be billed according to the following principle:
- In Europe: 50% of travel time will be billed according to the hourly rates as per Abakion A/S's at any moment valid pricelist. Travel expenses such as flights, trains, taxis, mileage allowance, accommodation, meals, etc. are billed according to expenses.
- Outside of Europe: To be agreed separately. Business-class travel will often be appropriate to ensure as efficient work as possible at the location.

5.11. In the case of meetings or other work with duration of at least 4 hours at another address than that of Abakion A/S, where travel times are less than 1 hour round trip from Abakion A/S under normal traffic conditions, travel time is not invoiced.

5.12. Tasks that are paid based on time spent are billed monthly in arrears based on the actual time spent. The invoice includes a breakdown per project, by week, employee, activity, or service performed.

5.13. Tasks that are paid according to a fixed price are billed under a payment plan, as any balance will be billed upon completion of the task. Licenses are invoiced when purchasing the licenses. Service agreements are invoiced in advance 1 year ahead, for example, Microsoft standard terms for service agreements. Subscriptions and products are all invoiced prior to the Customer's usage.

5.14. Abakion A/S's prices are regulated annually on January 1st according to the net price index, however not less than 2.5%. Payment terms are 14 days from the invoice date. The due date is therefore 14 days from the invoice date. In the event of late payment, Abakion A/S is entitled, without sending default notice, to default interest equal to 1.5% per month commenced, during the period from the due date until payment is made.

6.   DELIVERY TIME, DELIVERY AND TRANSFER OF RISK, ETC.
6.1. The Parties shall agree on relevant deadlines at the inception of an order.

6.2. If the Customer fails to fulfil its obligations, or if services from Abakion A/S are otherwise impeded due to reasons attributable to the Customer, Abakion A/S retains the right to postpone deadlines by the duration of the induced delay, as well as an additional reasonable start-up period after cessation of the problem. Regardless of whether Abakion A/S requests postponement or not, Abakion A/S shall also be entitled to an additional payment for (i) downtime and idle time for any resources that could not be used because of the Customer, (ii) any additional consumption of resources and (iii) any additional costs; cf. on this point Clause 5.9 above.

6.3. Any interim deadlines before final delivery are intended only as a guide. Abakion A/S can postpone delivery, including correction and mitigation of errors and omissions therein, without it thereby being considered a delay on the part of Abakion A/S, unless such a postponement causes a delay of the total order.

6.4. Abakion A/S equipment services shall be deemed delivered upon physical delivery to the Customer. For provision of services and software, including consultancy, delivery occurs continuously as services are performed or provided by Abakion A/S. The risks of Abakion A/S services transfer to the Customer upon delivery.

6.5. Abakion A/S retains ownership of all the services provided until the Customer has made full and final payment for the delivery.

7.   DELAY AND POSTPONEMENT ETC.
7.1. If one Party realizes that a delay will occur, the Party shall, without undue delay, inform the other Party. The Parties will then in good faith seek to limit the delay and its possible adverse effects to the extent possible.

7.2. If a delay is primarily caused by Abakion A/S, the Customer is entitled to a corresponding deferral of the related payments. If the delay is primarily caused by the Customer, such payments will be due at the originally scheduled times, regardless of whether the tasks,

phases, milestones, tests, etc. which would normally trigger payments have been completed yet.

8.   TESTING, COMPLAINTS, AND DEFECTS

8.1.   For testing, the Customer himself shall provide test specifications and test data.

8.2.   The Customer must verify the deliveries and services provided by Abakion A/S. Any defects must be reported to Abakion A/S without undue delay, but no later than six (6) months after delivery. When reporting defects, the Customer must provide a reasonably detailed written description of the problem.

8.3.   Abakion A/S's liability for defects, including any obligation to take remedial action, shall lapse if no complaint is made regarding the defect in question within six (6) months from delivery or if the specific content is approved by the customer by testing.

8.4.   Software developed by Abakion A/S, including specially programmed software, cf. point 12, is only regarded as defective if it does not satisfy supporting documentation or, for specially programmed software, agreed specifications for the software.

8.5.   Abakion A/S shall commence remedy within a reasonable time after receiving a comprehensive legitimate complaint from the Customer, cf. however point 8.6. If a remedy is not possible due to the nature of the services, or Abakion A/S deems that the remedy is not possible within a reasonable timeframe and financial framework, Abakion A/S may, instead of full and final settlement of the Parties' balances on the defects, offer the Customer one of the following options:
- Abakion A/S delivers, within a reasonable time, another service free of defects as a replacement for the defective one, or
- The Customer will be granted a proportionate reduction in the price of the defective service.

8.6.   For third-party products, including Microsoft software products, claims against Abakion A/S are limited to claims that can be passed on to the third party in accordance with standard conditions, including the licensing terms that are valid for the products concerned from the third parties' perspective, cf. in particular point 1.3.

9.   CANCELLATION

9.1.   Each order entered into is considered a separate agreement between the Parties.

9.2.   A Party shall only be entitled to cancel an order if the other Party is in material breach of the order. Cancellation of an order shall not automatically entitle a Party to cancel another order, regardless of whether there may exist a close relationship or dependence between the services to be provided under the orders.

9.3.   Unless otherwise expressly agreed in writing between the Parties, an order can therefore only be cancelled if, when viewed in isolation, there is a material breach of the order in

question. Agreements on supplementary work are considered as independent agreements. Any cancellation in relation to supplementary work does not cover the original delivery.

9.4. A breach, including a delay or defect, is only considered significant if:
- (for delay) the delay concerns a significant service or task that caused a delay of the total order of more than twenty (20) working days, and the task is not delivered within a reasonable time after the cancelling Party's submission of written notice of the significant delay in question, or
- (for defects) significant defects of a service or task are not corrected or remedied in essential respects within sixty (60) working days from the cancelling Party's submission of a written request for remedy, or
- (for other types of breaches) the breach concerns a significant matter, and the matter has not been corrected in essential respects within forty (40) working days from the cancelling Party's submission of written request for remedy.

A written request made in accordance with this section may form the basis for subsequent cancellation only if the request contains a detailed description of what the breach consists of, and it also clearly states that failure to comply with the request may result in the cancellation of the order.

9.5. In the event of cancellation, the Parties shall immediately cease all activities relating to the fulfilment of the order.

9.6. If the Customer is the cancelling party, the Customer is obligated to pay for services provided by Abakion A/S in order still to be entitled to take advantage of the services on the agreed terms. If the Customer can demonstrate that the services rendered by Abakion A/S have no utility at all for the Customer, and if the Customer can return the services, the Customer shall be entitled to a refund of the full payment for those services that are legitimately covered by the cancellation.

9.7. Cancellation never includes supplied third-party products, including Microsoft software products, unless the products viewed in isolation suffer from material defects and the conditions stipulated in the third party's standard terms and conditions for cancellation with the third party direct are met. Sums paid for such third-party products will be refunded only to the extent that it is possible in practice to obtain payment direct from the relevant third party.

9.8. The Customer may be entitled to compensation, depending on the circumstances. For any claim of a proportionate reduction and/or compensation by the Customer, general Danish law shall apply, subject, however, to the limitations in point 10.

9.9. If Abakion A/S is the cancelling Party or the Customer cancels without valid cause, Abakion A/S is entitled to the return of all unpaid services provided without reimbursing the amounts received and upon demand from Abakion A/S. Abakion is also entitled to payment for all unpaid services provided and for the resources that Abakion A/S has allocated or

otherwise reserved for the fulfilment of the order, unless Abakion has had the opportunity to use the resources to perform other tasks. In addition, Abakion A/S is entitled to compensation under general Danish law.

10.   LIMITATION IN LIABILITY AND EXCLUSION, COMPLAINTS, OBSOLESCENCE

10.1. The Parties cannot be liable for total compensation (including any penalty, refund or proportionate reduction) in excess of the Customer's total payment in relation to the order that the claim concerns.

10.2. In any event, Abakion A/S's compensation, penalty and refund, plus price reduction, may at most amount to a total sum of 250,000 DKK for each individual order. The maximum applies as a total cumulative maximum for all aspects of an order that may entitle the Customer, including the Customer's affiliated or associated companies, to compensation and/or a proportionate reduction in price.

10.3. The Parties disclaim all liability for indirect losses, damage, loss of data or business interruption, including loss of profits.

10.4. Abakion A/S is responsible for product liability according to the mandatory legislation applicable at any time in this regard. Beyond this, Abakion A/S assumes no product liability.

10.5. The Customer must make any claims for damages and/or claims for a proportionate reduction in price, including claims relating to product liability, enforceable against Abakion A/S within 6 (six) months from the date on which the circumstances that gave rise to the claim came, or should have come, to the Customer's attention. If complaints are not made in due time, the claim shall be forfeit.

10.6. Abakion A/S assumes no liability for loss or damage that may arise in connection with Abakion A/S providing consultants for tasks where the overall management of the task's execution is controlled by the Customer or by a third party. The Customer should act as if the consultants were employed by the Customer. The Customer's eligibility for coverage of loss and/or damage is limited to the liability which, according to general Danish law, can be invoked directly against the consultants.

10.7. To the extent that the Customer's affiliated or associated companies may make a claim against Abakion A/S or the Abakion A/S group of companies, which together - and accumulated with potential claims from the Customer - exceeds the limitation or disclaimer of liability as set out above, the Customer must indemnify Abakion A/S and the Abakion A/S group of companies for this.

10.8. Abakion A/S's liability to the Customer for matters of data protection law, for compensation payment and any penalty is together limited to twice the total payment under an order, but to a maximum of 400,000 kroner. The amount limitation stated also includes all third-party claims such as lawful payment of indemnity or compensation to registered or other third parties. The customer's right of recourse against Abakion A/S as a

result of such third-party claims, together with any other claims for compensation or penalty, therefore cannot exceed the amount limit. Abakion A/S moreover assumes responsibility only for matters attributable to Abakion A/S.

10.9. In the event of a third-party claim asserting that Services supplied by Abakion A/S under the Agreement infringe third-party intellectual property rights, the Customer is duty bound immediately to notify Abakion A/S of the claim.

10.10. The above limitations and disclaimers of liability shall not apply in the event of damage caused deliberately or through gross negligence.

11. **FORCE MAJEURE**

11.1. Neither Party shall be liable to the other Party for matters that are the result of circumstances beyond the control of the Party in question and which should not have been taken into account when the order concerned was entered into, and which should not otherwise have been overcome by that Party.

12. **INTELLECTUAL PROPERTY RIGHTS AND SOFTWARE DEVELOPMENT ETC.**

12.1. For orders that include programming of special software for the Customer (specially programmed software), the following concerning the ownership of the intellectual property rights associated with the specially programmed software applies (as well as to any related documentation, including manuals and other operating instructions):

- The Customer is granted any rights associated with specially programmed software that is developed independently by the Customer, or by a third party on the Customer's behalf.
- The Customer and Abakion A/S obtain jointly any rights associated with software and documentation developed in collaboration between the Customer and Abakion A/S. Each Party shall be entitled, independently, without paying remuneration in exchange to the other Party and without the other Party's consent, to freely exploit the copyright and any other intellectual property right commercially, including further development, reproduction, distribution and transfer of usage rights. The Customer, however, is not granted any intellectual property rights for any methods, components and tools belonging to Abakion A/S or a third party, which may form a part of the software in question.
- The Customer is entitled to transfer or delegate all or parts of the Agreement to a group company without the prior written consent of Abakion A/S on condition that the Customer continues to be liable for the fulfilment by the group company in question of its obligations under the Agreement. Any other form of transfer or delegation must be approved in advance by Abakion A/S.
- Abakion A/S is granted any intellectual property rights associated with specially programmed software developed by Abakion A/S or by a third party on behalf of Abakion A/S. The Customer acquires the usage rights corresponding to the terms of the Customer acquisition of license for standard software developed by Abakion A/S.

12.2. Specifications for software to be specially programmed by Abakion A/S shall be approved by the Customer before the commencement of programming. Abakion A/S can, with reasonable justification, request changes in the specifications, unless the Customer is willing to accept that the development and the Customer's future use of the software occurs without liability against Abakion A/S, including concerning the functionality of and interoperability with Microsoft software products and software developed by Abakion A/S.

12.3. Software to be specially developed by Abakion A/S shall be developed, programmed and documented according to the guidelines agreed between the Parties, and according to good computing practices. Beyond this, Abakion A/S is not responsible for the software. Abakion A/S assumes no responsibility for software that is developed or integrated by the Customer. Abakion A/S assumes no liability for the maintenance and repair of specially programmed software, cf. however the provision for remedying defects in point 8.

12.4. To the extent possible, the Customer must, before the operational application of software to be specially programmed by Abakion A/S, complete testing of the software, including any software that is delivered in connection with the remedying of defects. In addition, the Customer must take appropriate measures against malfunctions, including data backup, fault diagnosis, and continuous monitoring of results, cf. also the Customer's obligations under point 4.1.

12.5. Abakion A/S warrants that the software to be specially programmed by Abakion A/S will not infringe on the rights of third parties, including patent or copyright, of any kind. Abakion A/S, in the event of a breach of this warranty and provided that the legal action as detailed below is transferred to Abakion A/S, shall hold the Customer harmless from all claims settled finally by a court decision or settlement entered into by Abakion A/S as well as from reasonable costs associated with the execution of the proceedings. The Customer is not entitled to conduct any part of the legal action against the third party. Abakion A/S must be notified immediately if claims are made regarding infringement of third-party rights, and Abakion A/S subsequently retains authority to act on its own behalf and on behalf of the Customer to litigate and settle the alleged violations. Abakion A/S shall be entitled, at its own discretion, to acquire the right for the Customer to continue using the software or to end the infringement by altering or replacing the software. Beyond what follows from this provision, the Customer may not make a claim against Abakion A/S with respect to infringement of third-party rights.

12.6. The Customer commits itself to abide by the license and subscription conditions of Abakion A/S's products and other third-party products. Concerning the Customer's use of Abakion A/S's products, the Customer agrees that Abakion A/S has access to information about how much each product is being used.

12.7. Abakion A/S shall not be liable for claims arising as a consequence of i) changes not carried out by Abakion A/S; ii) the conformance of Abakion A/S's services to designs, instructions, specifications or technical details not drawn up by Abakion A/S but instead drawn up by the Customer himself or the Customer's suppliers or other collaborative partners; iii) use by the

Customer with products, software or services not supplied by Abakion A/S; or iv) the Customer's failure to conform to specifications provided by Abakion A/S.

13. **CONFIDENTIALITY**

13.1. The Parties have complete obligation of professional confidentiality with respect to information of a confidential nature provided by the other Party or otherwise learned about the other Party, as well as to the content of the Terms and Conditions with its annexes, and any agreement entered into between the Parties. Abakion A/S shall, however, be entitled to disclose confidential information to Microsoft, provided that Microsoft assumes a corresponding obligation of confidentiality. Abakion A/S is entitled to electronically process all data provided by the Customer and which is necessary for the provision of Abakion A/S services. Abakion A/S's obligation of professional confidentiality does not prevent the free and unrestricted use of Abakion A/S's and Abakion A/S group companies' intellectual property rights.

13.2. In accordance with the EU's General Data Protection Regulation (GDPR), personal data protection is regulated by the 'Data Processing Agreement', which is an annex to Abakion A/S's 'General Terms and Conditions'. The Agreement is available at abakion.dk/terms.

13.3. The Parties undertake not to publish or announce their contractual relationship without the other Party's prior written consent.

14. **EVALUATION**

14.1. As soon as possible after Abakion has completed a task, an evaluation of the solution and the project cycle will be performed in order to document that the task has been carried out in accordance with the terms of reference.

15. **TRANSFER AND SUBCONTRACTORS**

15.1. The Customer may only transfer rights and obligations under the signed orders to third parties with prior written consent from Abakion A/S.

15.2. Abakion A/S is entitled, without obtaining the Customer's consent, to allow the execution of Abakion A/S's commitments, totally or partially, to be made by the use of subcontractors. Abakion A/S's transfer of rights or use of subcontractors does not relieve Abakion A/S of the obligation to fulfil orders entered into with the Customer.

16. **TERMINATION, CANCELLATION AND CHANGES**

16.1. The terms and conditions cannot be terminated by the Customer either by cancellation or by other means. To the extent that the Customer wishes to depart from the terms and conditions when requesting services from Abakion A/S, this requires entering into a separate agreement between the Parties.

16.2. Each Party shall be entitled to cancel orders entered into with a prior written notice of three months.

16.3. Should the Customer default or otherwise fail to pay for third-party licenses, hosting, operating service or other service invoiced by Abakion, Abakion shall be entitled, in addition to its other remedies for default, to cancel the third-party license, hosting or service in question, effective upon expiry of the period for which the Customer has already paid. In the event of such cancellation, Abakion shall not be obliged to secure a copy of data, documentation, systems or other elements the holding or preservation of which might depend on the preservation of the third-party license, hosting, operation or service in question.

17. SECURITY PROVISIONS

17.1. To the extent that Abakion's employees require independent access to the customer's premises, archives, computer systems, etc., Abakion must, as soon as possible after entering into the Agreement, obtain the customer's security provisions.

17.2. Security provisions may include, for example, how the individual employee will receive keys, access cards, user ID, and password upon submission of signed declarations that the Customer may deem relevant.

18. GOVERNING LAW AND JURISDICTION

18.1. Any order entered into between the Parties, and any disputes between the Parties, including those relating to non-contractual claims, shall be governed by Danish law. Should a dispute arise in connection with one or more orders or relating to non-contractual claims, the dispute shall be settled with the Copenhagen District Court as the forum having jurisdiction in the first instance.

18.2. The Parties may jointly agree that a dispute shall instead be finally resolved by arbitration in accordance with the "Rules of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration)." In this case, each Party shall appoint an arbitrator, while the chairman of the arbitral tribunal shall be appointed by the Institute. If a Party has not appointed an arbitrator within 30 days of submitting or receiving notification of the request for arbitration, this arbitrator shall also be appointed by the Institute in accordance with the above-mentioned rules.

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Abakion A/S, December 22. 2020