

Software as a Service (SaaS)

VAX 360

(in the following referred to as "the Agreement")

between

The company, who has access to VAX 360

(in the following referred to as "the Client")

and

mySupply ApS

Peter Løths Vej 2

DK - 9440 Aabybro

CVR no. 25 89 43 75

(in the following referred to as "the Supplier")

(the Client and the Supplier are jointly referred to as "the Parties")

Software as a Service (SaaS)

Table of Contents

Table of Contents	2
1. Object of the Agreement	4
2. Definitions	4
3. Scope of the Agreement	5
3.1 Right of Use	5
3.2 Extending the scope of the right of use	5
3.3 The System	5
4. Service Level Agreement	5
4.1 Operating time	5
4.2 Monitoring	6
4.3 Maintenance of operating environment and software	6
4.4 Antivirus and anti-hacking etc.	6
4.5 Backup	6
4.6 Other security	7
4.7 Client Support	7
4.7.1 Hotline Support	7
4.7.2 Normal Support	7
4.7.3 Requesting Support	8
5. Data processing and archiving	8
5.1 Data and documents	8
5.2 Document archiving	8
5.3 Data conversion	9
6. Reporting of defects	9
6.1 Categorisation of errors and defects	9
6.2 Responding times	10
6.3 Supplier-initiated support	10
7. Establishment and commissioning	10
7.1 Establishment	10
7.2 Registration in the NemHandel registry and PEPPOL etc.	11
7.3 Commissioning Test	11
8. The Client's obligations	11
9. Delay and defects	11
10. Breach of agreement	12
10.1 The Supplier's breach of agreement	12
10.2 The Client's breach of agreement	12
11. Takeover and risk	12
12. Prices	12

Owner:	mySupply ApS	Date:	19.09.2019	Version:	1.1
Product:	VAX 360	Status:	Approved	Page:	2 of 16

Software as a Service (SaaS)

- 13. Terms of invoicing and payment 13
- 14. Term of this agreement..... 13
- 15. Expiry and termination of this Agreement 13
 - 15.1 Bankruptcy etc. 13
- 16. Confidentiality and professional secrecy..... 14
- 17. Other conditions for use of the System 14
- 18. Intellectual property rights 14
- 19. The Supplier's liability to pay damages..... 15
- 20. Force Majeure..... 15
- 21. Transfer 15
- 22. Applicable law and venue 16
- 23. Commencement..... 16

Owner:	mySupply ApS	Date:	19.09.2019	Version:	1.1
Product:	VAX 360	Status:	Approved	Page:	3 of 16

Software as a Service (SaaS)

1. Object of the Agreement

The object of this Agreement is to formalise the terms of the Client's use of VAX 360 as a Software as a Service (SaaS) service (in the following referred to as "**the System**") and the Supplier's obligations relating to operation, maintenance and support of the System.

The Agreement establishes the Supplier's services to the Client and the Parties' mutual obligations and rights regarding performance of this Agreement.

2. Definitions

Definitions of terms and expressions used in this Agreement are stated below.

Term	Definition
Day	<u>Day</u> means calendar day.
Working day	<u>Working day</u> means Monday through Friday except for holidays, 24 December, 31 December, 1 May and 5 June
Normal working hours	Normal working hours mean Monday - Friday 8 am - 4 pm and Friday 8 am - 3 pm on working days
Support hours	Normal support hours mean Monday - Friday 9 am - 2 pm on all working days
Connection day	Connection day means the date on which the Client gets access to the System.
Documentation	Means any electronic or written material and/or aid and specifications which have been supplied by the Supplier and to which the Client has obtained the right of use.
The System	The System means the VAX 360 service with appurtenant support and on-line tools and also VAX Transfer which the Client has access to use.
Client	Client means a separate legal entity (company or person) expressed by a CVR or CPR number in Denmark or corresponding identification numbers in other countries.
The Supplier's contact point	See under Contact at the Supplier's website https://www.mysupply.dk/en/contact
SLA	Service Level Agreement for specification of operation, backup and support of the System. Specifications for the SLA are stated at the System website.
Support user	A special user account which is used by the Supplier to support the Client's System
System Support Site	See under Support at the Supplier's website https://www.mysupply.dk/en/support
System website	https://vax01.vax360.dk/

Owner:	mySupply ApS	Date:	19.09.2019	Version:	1.1
Product:	VAX 360	Status:	Approved	Page:	4 of 16

Software as a Service (SaaS)

VAX 360	Name of the System
VAX Transfer	The software component that is installed in the Client's IT environment to give access to the uploading and downloading of documents to the System.

The definitions stated above apply to the following regardless of the grammatical form in which the terms defined appear.

3. Scope of the Agreement

3.1 Right of Use

By this, the Supplier gives the Client a right to use the System and the appurtenant on-line documentation and tools which are hosted by the Supplier.

The right of use includes only the Client's own use of the System. Accordingly, the Client may not transfer/assign the right of use to a third party through selling, letting out or lending etc. or in any other way give a third party access to use the System.

3.2 Extending the scope of the right of use

By further agreement, the Client may get access to use the System for third parties, e.g. companies in a group structure or as a service agency.

By further agreement, the Client may get access to use client-specific features and set-ups.

3.3 The System

The Client has access to the modules and features which are listed in the menu item *Configuration* in the System.

The System website offers a description of the software and an outline of the System, including the functionality contained in the System. The System is developed on a continuous basis, and new functionality etc. is added on a continuous basis. The System website offers an updated outline of the software and the functionality as well as on-line documentation and instructions for using the System.

The Supplier has the responsibility to operate, monitor, support and maintain the System. With that, the Supplier carries the total system responsibility and carries out any action which is a natural or appropriate part of performing this obligation.

The Client is responsible for the use of the modules and features which are connected with the Client's agreement.

4. Service Level Agreement

Detailed specifications for the Service Level Agreement are available at the System web-site.

4.1 Operating time

The aim is to make the System available 24 hours a day - all year.

Owner:	mySupply ApS	Date:	19.09.2019	Version:	1.1
Product:	VAX 360	Status:	Approved	Page:	5 of 16

Software as a Service (SaaS)

The Supplier is entitled to interrupt the System in the scheduled service intervals. Furthermore, the Supplier is entitled to interrupt operation when maintenance and other technical conditions make it absolutely necessary.

If there is a need for extraordinary service intervals, this will be announced on the System website.

4.2 Monitoring

The System is continuously being monitored, see specifications in the SLA.

The Client is responsible for monitoring processed documents and processes and that the processing is managed correctly.

4.3 Maintenance of operating environment and software

Maintenance is a mandatory part of the System and may not be deselected or terminated.

The Supplier maintains the technical operating environment and operating system, virus software and database software and the VAX 360 application.

The Supplier updates new versions and releases of the VAX 360 application and of third party software. Third party software is updated to the extent that such software has been released for distribution and as necessary for the correct use of the system.

Changes to applicable standards or third party software and remedy of any defects will be incorporated in VAX 360 for the release of new versions and releases.

A new version means a version which contains a significantly changed functionality. In general, a new version is characterised by the main number of the version being changed (e.g. from 5.1 to 6.0).

A release means a minor update of the software, including error correction, which may be characterised by the version number of the software being changed with a decimal (e.g. from 5.0 to 5.1).

4.4 Antivirus and anti-hacking etc.

The Supplier ensures that the System is updated with antivirus and anti-hacking programmes developed by leading suppliers of such programmes.

Furthermore, the Supplier ensures that systems are created and maintained to secure that software and data are properly protected against unauthorised access.

The Supplier will continuously ensure that protective measures against virus and hacker attacks are updated when such updates are available in order for those measures to comply with the practice of similar companies in Denmark at all times.

4.5 Backup

The Supplier backs up the System and database on a daily basis.

The Supplier plans all backup procedures in order for them to interrupt operation as little as possible, including for the backup to be done outside of normal operating time as far as possible.

Loss of data since the last backup is the Client's responsibility, and the Supplier disclaims all responsibility for any loss of data since the last backup. To the greatest extent possible, the Supplier seeks to re-establish data which is not included in the most recent backup.

Owner:	mySupply ApS	Date:	19.09.2019	Version:	1.1
Product:	VAX 360	Status:	Approved	Page:	6 of 16

Software as a Service (SaaS)

4.6 Other security

Access to the Client's account is via VAX Transfer or another secure and encrypted connection, e.g. via HTTPs, SFTP (Secure FTP), RASP (Reliable Asynchronous Secure Protocol – NemHandel), AS2 (PEPPOL).

In cases where the Client does not use the Supplier's standard for secure connections, another not secure connection can be agreed upon. If such a connection is agreed upon, the Client alone carries the responsibility for any unintended access to data, and the Supplier disclaims all responsibility in those regards, including any liability to pay damages for the Client's direct or indirect loss.

It must be specifically noted that a secure and encrypted transport must be used for any transmission of personally sensitive data, see guidelines from the Danish Data Protection Agency (Datatilsynet). It is the Client's responsibility to observe these requirements.

4.7 Client Support

4.7.1 Hotline Support

Within the support hours, the Client may contact the hotline support for use of the System and general guidance.

Hotline support offers guidance in the use of the system and answers questions regarding system processes and the processing of documents and carries out simple problem diagnostics, including whether the enquiry should be referred to Normal support or if the situation seems to be due to system errors.

Hotline support will normally answer questions relating to the enquiry or directly linked to the enquiry. The aim is for all enquires to Hotline support on working days to be answered within 24 hours after receipt. If this cannot be observed, Hotline support will inform the Client of when an answer to the enquiry can be expected.

The Client must specifically note that the following conditions are not covered by the Hotline support

- Support which requires log-on to the Client's account in the System
- Tracking of documents, including tracking in other systems and infrastructures with which the System communicates
- Support for software installed in the Client's IT environment or matters which otherwise fall under the Client's responsibility.
- Errors and problems which are caused by equipment, internet connection or third party software and which cannot be put down to the System.
- Reconfigurations of the Client's set-up or changes of registrations in the NemHandel registry etc.

The Supplier reserves the right to redirect such matters to normal support.

4.7.2 Normal Support

Within normal support hours, the Client may make enquiries regarding normal support which is not covered by the Hotline support. Normal support is given for all situations relating to the use of the System.

Owner:	mySupply ApS	Date:	19.09.2019	Version:	1.1
Product:	VAX 360	Status:	Approved	Page:	7 of 16

Software as a Service (SaaS)

If support requires access to the Client's System, the Client is obliged to give the Supplier access to the System and to enable the Supplier's support user.

For software installed at the Client's, normal support is given to the extent that the Supplier has the knowledge necessary to solve the Client's needs.

The support is given from the Supplier's support department or via remote login to the Client's installation. The Client gives access to remote login to the Client's IT environment to the extent that there is a need.

The Client pays for normal support according to elapsed time, see the Price List at the System website.

4.7.3 Requesting Support

Support may be requested by and given to persons who can identify the Client's agreement. It is the Client's own responsibility to limit the number of persons having access to request support.

Requesting support may occur as stated at the System website.

5. Data processing and archiving

5.1 Data and documents

The Supplier has no rights to documents which have been received or generated in connection with the performance of this Agreement. However, documents and data may be used for the administration and performance of this Agreement.

To the extent that personally sensitive data or documents containing personally sensitive information exist, the Supplier acts only according to instructions from the Client. The Supplier takes the necessary technical and organisational precautionary measures against information being accidentally or unlawfully destroyed, lost or impaired and against third parties learning about the information, abusing it or in other way using it contrary to the Danish Act on Processing of Personal Data. On the Client's request, the Supplier must provide the Client with sufficient information in order for the Client to ensure that the technical and organisational precautionary measures mentioned have been made.

The Supplier has access to use the Client's data and documents for statistical and validation purposes, including passing on findings to public authorities.

5.2 Document archiving

Documents which have been processed in the System will only be deleted if a relevant, separate agreement on this subject has been entered into. The Client may cancel the archiving as per agreement with the Supplier.

The archiving of the documents for the current month and the previous 3 months is included in the current subscription price. The Client pays for the archiving of documents beyond this.

The Supplier may choose to move documents which are archived for more than one calendar year to a separate filing system.

Owner:	mySupply ApS	Date:	19.09.2019	Version:	1.1
Product:	VAX 360	Status:	Approved	Page:	8 of 16

Software as a Service (SaaS)

5.3 Data conversion

If it has been agreed that a conversion of processed documents or data to or from the Client is made, two documents will exist in the System - the original one and the converted one and maybe more depending on the chosen processing method.

To the extent that standard conversions are prepared between two document formats, the System will use such standard conversions. If this is not the case, the conversion will be based on a client-specific conversion. The Supplier draws specific attention to the fact that a loss of data or corruption may occur for such conversions and that data may appear in a different context than in the source document.

It is the Client's responsibility to ensure that such conversions are correct as related to legislation and the Client's use of the document. The Supplier disclaims all responsibility in those regards, including liability to pay damages for the Client's direct and indirect loss.

If there are errors in a conversion approved by the Client before use, such errors will be considered and processed in the same way as other faulty documents.

6. Reporting of defects

If the Client finds a problem which is due to defects of the System, these are reported to the Supplier. The Supplier offers assistance for the diagnostics and remedy of the problem reported.

However, before the enquiry, the Client is recommended to find information on the System website as the defect may have been found already and remedy implemented.

When reporting the problem, the Client must describe the error or defect. As a minimum, the report should contain the following information:

- a description of the error or defect, including any action carried out and the achieved reaction,
- suggestions to the categorisation of the error and defect, see cl. 6.1
- any appendices to clarify the problem (e.g. a screenshot),
- the time when the defect was found, and
- contact person at the Client's for further clarification of the error or defect.

Reporting must be to the Supplier's contact point or at the System support site.

6.1 Categorisation of errors and defects

Defects are jointly categorised by the Parties in connection with the Client's reporting.

Errors are categorised into *critical*, *non-critical* and *trivial* errors.

- *Critical* errors are errors which cause the entire or significant parts of the system to be inaccessible or which cause vital functionality to not work, e.g. that the possibility of receiving documents or uploading documents is not possible.
- *Non-critical* errors are errors which cause certain features which are not of vital importance to the use of the System to be inaccessible or which cause the response times in the System to cause significant inconvenience to the Client/users, but where the functionality works.
- *Trivial* errors are minor errors or inconveniences which cause the Client to experience minor inconveniences in its daily use, e.g. that insignificant functionality does not work as presumed,

Owner:	mySupply ApS	Date:	19.09.2019	Version:	1.1
Product:	VAX 360	Status:	Approved	Page:	9 of 16

Software as a Service (SaaS)

including long response times for certain functionalities, but which do not prevent the use of the System and its functionalities.

In case of disagreement regarding the categorisation, each of the Parties may refer the categorisation to the Client's and the Supplier's management who will then settle the issue together. If agreement cannot be reached between the Parties' management, each of the Parties may request Dansk IT to appoint an impartial expert to settle the issue regarding categorisation, and this decision will be final and binding on both Parties. Disputes regarding interpretation of the Agreement and other legal matters may not be settled by the expert. The expert makes a decision regarding the division of its fee between the Parties while considering the outcome of the decision.

Until the expert has settled the issue regarding categorisation of the defect reported, the Supplier must remedy the issue according to the Client's categorisation. If it subsequently turns out through mutual acknowledgement or through the expert's decision that the defect should have been categorised as stated by the Supplier, the Supplier may require documented additional costs, including costs relating to overtime work rendered necessary due to the Client's wrong categorisation, covered by the Client.

If the Client wrongly report a condition as a defect and it subsequently turns out that the Client's reporting is due to a lack of training, improper use or something similar which is not due to the Supplier's conditions, the Supplier is entitled to require a fee for managing the Client's enquiry according to elapsed time.

6.2 Responding times

Remedy of critical errors will be implemented without undue delay within normal working hours, and work will continue outside of normal working hours until the error has been remedied or can no longer be considered critical.

Remedy of non-critical errors will be implemented within normal working hours.

Trivial errors will be remedied within reasonable time, and the Supplier reserves the right to delay the error recovery until a later update of the System.

6.3 Supplier-initiated support

If the Client's use of the system or processed documents cause enquiries from third parties, the Supplier may implement necessary support and initiatives to solve the problem on behalf of the Client.

The Client pays for such support according to elapsed time, see the Price List at the System website. If the Supplier requires payment for such support, the Client will be informed.

7. Establishment and commissioning

7.1 Establishment

The Supplier establishes the System and carries out installation and set-up of the necessary programmes in order for the System to be brought into use by the Client. The installation of programmes and systems in the Client's IT environment is the Client's responsibility. Support or other consultancy are invoiced according to time spend.

If data conversion or any other client-specific processing of documents in the System has been agreed on, a commissioning test must always be implemented before the commissioning. When this has been completed for the documents made available by the Client, delivery is deemed completed.

The Client pays for the establishment, see the Price List at the System website.

Owner:	mySupply ApS	Date:	19.09.2019	Version:	1.1
Product:	VAX 360	Status:	Approved	Page:	10 of 16

Software as a Service (SaaS)

7.2 Registration in the NemHandel registry and PEPPOL etc.

To the extent that the Client would like to receive documents via NemHandel, PEPPOL or other infrastructures or service agencies requiring registration, the Supplier registers in such registers.

The Client accepts that the Supplier confirms the conditions for registration and use of the affiliated registers on behalf of the Client.

The Client is obliged to observe the requirements and obligations in these agreements in the same way as the Supplier.

The Client pays for the registration, see the Price List at the System website.

7.3 Commissioning Test

If the Client's documents require conversion or if the Supplier otherwise estimates the Client's documents or access to the System to be of such a nature that there is a need to carry out certain tests to ensure functionality, the Supplier may require a commissioning test to be completed. The Client prepares a number of documents which are representative of the Client's content for the completion of the commissioning test.

If the commissioning test is not completed as agreed on, the Supplier is entitled to require the commissioning test repeated until the test can be completed without significant errors. The Client must assist in completing the commissioning test.

When the commissioning test can be completed without significant errors, the System is commissioned. The Supplier informs of the commissioning time no later than 5 working days after the completed commissioning test.

The Client pays for the Supplier's participation in the commissioning test according to elapsed time, see the Price List at the System website.

8. The Client's obligations

It is the Client's obligation to establish access to the System, including installing VAX Transfer in the Client's own operating environment. If the Supplier is to install software in the Supplier's operating environment or to set up software or do any other work in order to establish connection, the Client pays for this according to elapsed time, see the Price List at the System website.

The Client is obliged to inform the Supplier in case of any irregularities in the System use or if there are conditions at the Client's which affect the System use.

If the Client's use of the System causes the Supplier to implement extraordinary measures or to complete extraordinary tasks, the Client pays according to elapsed time, see the Price List at the System website.

9. Delay and defects

It is considered a delay if the connection day cannot be observed because of the Supplier's conditions.

The following conditions are considered material defects:

- The System cannot be accessed through the agreed access to the System.
- Documents cannot be processed in accordance with this Agreement
- A critical error which has not been remedied within the time agreed on

Owner:	mySupply ApS	Date:	19.09.2019	Version:	1.1
Product:	VAX 360	Status:	Approved	Page:	11 of 16

Software as a Service (SaaS)

In case of a delay or if a material defect has not been remedied within one month after notification, the Client is entitled to terminate this Agreement without further notice.

10. Breach of agreement

10.1 The Supplier's breach of agreement

It is considered material breach of this Agreement if the System does not ensure the following conditions:

- it does not receive and process the Client's documents as agreed and in relation to the applicable rules within the field
- The Supplier does not update and maintain the operating environment and the software in the System as agreed.

10.2 The Client's breach of agreement

It is considered a breach of this Agreement if there are conditions at the Client's which cause the System to not function as agreed.

If the breach causes operational problems in the System, the Supplier may discontinue access to the System and the processing of documents to the Client until the cause of the breach has been remedied. If necessary, the Supplier may require a new commissioning test, see cl. 7.3 for renewed access to the System.

Non-payment is considered material breach of this Agreement if - following the Client's repeated late payments - the Supplier has forwarded a written demand for payment to the Client with a claim for payment to occur no less than 10 working days from receipt of the claim and the Client continues to not pay after the expiry of such notice.

11. Takeover and risk

The Client takes over the System, the processing of documents and the risk etc. at the time of connection.

The risk of documents received to the Client passes to the Client at the time when they are placed at the Client's account.

12. Prices

All prices stated by the Supplier, see the Price List at the System website, are fixed unless otherwise stated.

The fixed prices are regulated once a year on 1 January with a rate corresponding to the change of Statistics Denmark's net price index for the month of October in that year in which the regulation is made, from the month of October in the previous year. If the net price index is cancelled, it will be replaced by a corresponding index.

Example of calculating the increase from October 2010 - October 2011 of an amount of DKK 500.00 as of 1 January 2012:

Owner:	mySupply ApS	Date:	19.09.2019	Version:	1.1
Product:	VAX 360	Status:	Approved	Page:	12 of 16

Software as a Service (SaaS)

*Price index October 2010 = 125.2, price index October 2011 = 128.3. Increase in percent $(128.3 - 125.2)/125.2 * 100 = 2.48\%$. A price as of 1 January 2011 of DKK 500.00 is thus regulated with 2.48 % to DKK 512.40 as of 1 January 2012.*

However, subject to 3 months' notice, the Supplier may announce a different regulation of the prices than the net price index. In that case, the Client is entitled to terminate this Agreement at the time when the Supplier's change takes effect. Within a month before the change takes effect, the Client must notify the Supplier in writing that this Agreement is terminated.

All prices are exclusive of VAT.

13. Terms of invoicing and payment

Invoices are forwarded to the Client at the address stated by the Client in the System. Invoicing is carried out in the following way:

- Establishment services and subscription for the first quarter of a year are invoiced at the connection date.
- Current subscription is invoiced every three months. If the connection day falls within a quarter, the current and subsequent quarter are invoiced in the first invoice.
- Support services are invoiced every three months.

Invoices fall due 30 days after the date of invoice.

If the Client delays payment, the Supplier is entitled to charge a fee for the collection and interest of such a amount overdue in accordance with the Danish Interest Act.

14. Term of this agreement

This Agreement is effective from the connection date and until it is terminated by the Client or the Supplier, see cl. 15.

15. Expiry and termination of this Agreement

The Client may terminate the System subject to 3 months' notice expiring at the end of a quarter.

The Supplier may terminate this Agreement subject to one year's notice at the end of a quarter.

In case of material breach of this Agreement, the Supplier is entitled to discontinue any use of the System and to terminate this Agreement with immediate effect.

If the Client needs the Supplier's assistance in relation to the expiry or termination of this Agreement, the Client pays for this assistance according to elapsed time, see Price List at the System website.

Termination due to delay, defects or breach does not entitle to repayment of services already overdue.

15.1 Bankruptcy etc.

In case of a Party's bankruptcy, reconstruction or the opening of negotiations regarding composition, the other Party may terminate this Agreement with immediate effect to the extent that the rules of the Danish Bankruptcy Act does not hinder this. The same applies if the Supplier discontinues the company

Owner:	mySupply ApS	Date:	19.09.2019	Version:	1.1
Product:	VAX 360	Status:	Approved	Page:	13 of 16

Software as a Service (SaaS)

to which this Agreement relates or if other circumstances occur to the Supplier which seriously endanger the Supplier's proper performance of this Agreement.

If the estate is entitled to intervene in this Agreement pursuant to the rules of the Danish Bankruptcy Act, the estate must give written notification within a time-limit of 7 days and on request of the Supplier and in this notification state whether or not the estate will intervene.

If one of the Parties is required dissolved by the Danish Commerce and Companies Agency, the other Party may terminate this Agreement. This provision does not apply if the Party documents within 14 days from the presentation of a claim from the other Party that the conditions for the dissolution of the company are not present.

16. Confidentiality and professional secrecy

In addition to the data which have been placed in the System, the Supplier also treats all other information regarding the Client as confidential, and the Supplier observes unconditional professional secrecy regarding any other information about the Client unless the information is already publicly known.

The Supplier is entitled to use the Client as a reference.

The Client guarantees that the Client's users treat the information in the System as confidential. The Client and the users are obliged to keep passwords for the System secret, and their misuse of access to the System is irrelevant to the Supplier. If the Client or a user loses passwords or a risk that they have come to the knowledge of unauthorised persons has occurred, they can be changed after an enquiry to the Hotline support.

17. Other conditions for use of the System

The clients must follow reasonable and objective recommendations from the Supplier regarding use of the System just as the Client must follow the general procedures that apply to the use of the System, including procedures established by authorities and operators for the use of the services which the System is using.

The Client guarantees that all use of the System is for a lawful purpose and in accordance with legislation applicable from time to time. If the Supplier finds that the Client causes security to be compromised or that the System is used or sought used for unlawful/wrongful purposes, the Supplier reserves the right to prevent the Client from using the System in whole or in part just as unlawful/wrongful material will be removed, particularly in situations where the Supplier, see e.g. the Danish E-Commerce Act, incurs a liability by remaining passive in connection with violations stated. Before the Supplier removes material from the System, the Supplier will as far as possible give the Client written notice with a time-limit for the Client to rectify the matter.

The Client is obliged to indemnify the Supplier from any claim which the Supplier will receive because of the Client's misuse of the System and any other wrongful behaviour.

18. Intellectual property rights

The Supplier has all rights to the System, including all copyrights, trademark rights and other intellectual rights. The Client may not break or try to break licence codes, remove installed blocking on functionality or attach further users than what is agreed on. Any infringement of the Supplier's rights is considered a material breach of this Agreement.

Owner:	mySupply ApS	Date:	19.09.2019	Version:	1.1
Product:	VAX 360	Status:	Approved	Page:	14 of 16

Software as a Service (SaaS)

The Supplier guarantees that the System does not infringe on any third party rights.

19. The Supplier's liability to pay damages

The Supplier may in no way be held liable for conditions which may be attributed to the Client's non-performance of its obligations pursuant to this Agreement.

In case of deficiencies in the service, the Supplier may choose whether or not a replacement supply or subsequent delivery of the service supplied will be made or if the Client will rather be given a proportionate reduction. The Client may assert no other rights, and the Supplier may incur no form of compensation.

The Supplier may under no circumstances, regardless of the level of negligence, be held liable for indirect loss, including but not limited to operating loss, lost profits, loss of data, loss of goodwill or the Client's costs for third party remedy.

If the Supplier incurs a liability to pay damages notwithstanding the above, the liability to pay damages will always be limited to this Agreement or the net fee of another written agreement. Net fees mean current operating expenses for the previous four (4) quarters before the time of the claim.

20. Force Majeure

Pursuant to this Agreement, neither the Supplier nor the Client may be deemed liable to the other Party in so far as the liability is due to matters outside of that Party's control and which the Party should not have taken into consideration at the time of the signing of this Agreement nor should have avoided or overcome. A sub-supplier's circumstances are only considered force majeure if an obstacle occurs to the sub-supplier which is included by the first sentence and which the Supplier should not have avoided or overcome. Strike or lock-out, including internal strikes or any other labour sanction, is treated as force majeure.

Force majeure in case of delay may be asserted by no more than the number of working days which the force majeure situation lasted. If a time-limit for the Supplier is postponed because of force majeure, the associated payments will be correspondingly postponed.

Force majeure may only be claimed if the Party in question has given written notice about the situation to the other Party no later than 10 working days after the occurrence of the force majeure. Written notice is considered fulfilled through information at the System website.

The Party which is not affected by the force majeure situation is entitled to terminate this Agreement if this Agreement cannot be performed for 60 consecutive days.

In case of a cancellation of this Agreement, both Parties return as soon as possible anything they have received from the other Party, and there will be no further, subsequent claims between the Parties.

21. Transfer

The Supplier is entitled to transfer its rights and obligations under this Agreement to a third party.

The Client has no right to transfer its rights and obligations under this Agreement to a third party without the Supplier's written consent.

Owner:	mySupply ApS	Date:	19.09.2019	Version:	1.1
Product:	VAX 360	Status:	Approved	Page:	15 of 16

Software as a Service (SaaS)

22. Applicable law and venue

In all other aspects, Danish law applies to this Agreement.

If for some reason a dispute or problems arise between the Supplier and the Client in relation to the performance of this Agreement, one of the Parties may convene a mediation meeting between persons with a decision-making authority. The meeting must be held as soon as possible and no later than 10 working days after the forwarding of a written request with alternative suggestions for the holding of a meeting.

If the Parties do not succeed in solving a dispute amicably, it is settled by the Danish courts according to the general rules of Danish law at the Supplier's venue.

23. Commencement

This Agreement takes effect when the Client gains access to the System.

Owner:	mySupply ApS	Date:	19.09.2019	Version:	1.1
Product:	VAX 360	Status:	Approved	Page:	16 of 16