

Terms & Conditions

Document ID : **T&C Vers 30 JUL 2026**

The below Terms & Conditions ("Terms & Conditions") by and between International Flight Support 2020 ApS ("Supplier"), and the Customer (as defined in the Agreement), together with any and all applicable Service Agreements and Addendums (defined below collectively as the "Agreement"), constitute a binding agreement between Supplier and Customer and set forth the Terms & Conditions pursuant to which Customer may access and/or use the Services.

The Supplier may update the Terms & Conditions with a written notice of three (3) months. The Supplier last updated the Terms & Conditions on 30 July 2026. A record of the previous version of the Terms & Conditions can be downloaded on the Supplier's website.

By signing any Agreement or subscribing to any of the Supplier's Services, or otherwise using any of the Services, the Customer: (i) acknowledges that they have read, agreed and will comply with this Agreement; (ii) warrants that they have the right, power, and authority to enter into this Agreement on behalf of the corporation, governmental organization, or other legal entity, and to bind such organization to these Terms & Conditions.

1. Definitions

Active aircraft

Means all aircraft tail number registrations designated as active aircraft by the Customer within the Customer Portal. Non-active aircraft cannot be operated in the EFBOne system.

Affiliated Entities

Means any person or entity (a) directly or indirectly controlling, controlled by or are under common control with the Customer, or (b) in which Customer directly or indirectly owns more than 50 % (fifty percent) of the outstanding equity interest and/or voting rights, or (c) in which Customer has the power to appoint at least half the members of the supervisory board, board of directors or equivalent bodies legally representing such person or entity, or (iv) whose business Customer is entitled to manage, either by virtue of law, by decree of an authority or pursuant to contractual arrangement. It is understood and agreed that any Affiliated Entities shall in any case include any entity within the meaning of "affiliate" according to the applicable law under the Agreement.

Agreement

Means these Terms & Conditions including the Service Level Agreement (“SLA”), the signed Service Agreement and any added Addendums to the Service Agreement.

AOG

Means Aircraft on Ground for the situation where Customer is unable to conduct flight operations.

App Integration / Third-Party Integrations

Means integrations that connect Supplier’s services with external third-party applications or services through launchers, APIs, and/or data imports and/or data exports. The feasibility, functionality, and limitations of these integrations are dependent on the third-party providers’ supported system capabilities, APIs, and technical and commercial restrictions applying to Customer.

Base Solution

Means the core platform features included as part of the EFBOne Pre-flight, In-flight (Electronic Flight Planning module) and Post-flight reporting solution.

Backend Integration

Means system-to-system integrations that connect the Supplier’s Services with the Customer’s operational IT systems in the background to automate data exchange.

Change Request

Means any Customer request that falls outside the agreed delivery scope of Services defined in the Service Agreement or in any Addendums to the Service Agreement, including but not limited to new functionality, UI modifications and/or third-party integrations.

Confidential Information

Means any proprietary and confidential information disclosed, in the course of and during the Term of the Agreement, by one Party (the Disclosing Party) to another Party (the Receiving Party).

Customer

Refers to the Customer and affiliated entities on behalf of which an authorized company officer is signing and accepting the Service Agreement.

Customer Data

Means all information received by the Supplier and used to establish the Services, including, but not limited to flight data, 3rd party integrations data, reporting structures and information, or any other kind of data requested by the Supplier and received either in digital or physical form.

Customer Portal

Means the Customer portal provided as part of the Services and which is accessible through a web browser. The Customer Portal enables the Customer to access and use various administrative tools and functionalities relevant to the subscribed Services. The access includes, but is not limited to:

- User and access management
- Viewing, searching, and managing flight packages, including flight details, briefing revisions, and operational status and integration API's.
- Access to historical pre-flight and post-flight reports
- Fleet management, including activating and deactivating aircraft

Day

Means any calendar day.

EFB

Means Electronic Flight Bag as adopted, defined and utilized by the airline industry.

EFB Administrator

Means the Customer's flight operations technical administrator who is responsible for Customer's EFB project implementations, EFB maintenance, daily EFB operations by Customer's Users and who provides internal support to Customer's Users and acts as Supplier's contact person for any operational as well as EFBOne system support matters.

Effective Date

Means the signature date on the Service Agreement which will be referred to as the "Effective Date" as of which date the Agreement between the Parties comes into force.

ETL

Means Electronic Technical Log as adopted, defined and utilized by the airline industry.

Go-Live Date

Means the date on which onboarding is completed and the system is available for operational use and/or CAA operationally approved trial phase, triggered either by mutual confirmation between the Customer and Supplier that no critical items remain pending or automatically if the Customer fails to provide feedback by the final release deadline. The Go-Live Date serves as the trigger for the billing cycle.

Intellectual Property

Means all intellectual property and technology, regardless of form, including without limitation: (a) published and unpublished works of authorship; (b) inventions and discoveries, including business methods, compositions of matter, methods, and processes and new uses for any of the preceding items; (c) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, service, or to indicate a form of certification; (d) information that is not generally known or readily ascertainable through proper means, whether tangible or intangible; and (e) computer programs, database configuration and architectures, services, development, processes, engineering, ciphering techniques, concepts, systems, experimental studies, formulae, product designs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof.

Module

Means Base Solution and any optional add-on modules that expand the functionality of the EFBOne System such as:

- **Mass & Balance (M&B):** Calculate aircraft weight and balance to ensure safe operations within certified limits before departure
- **Document Library:** Store and access operational documents, including manuals, SOPs, and any other relevant documents from a centralized digital library hosted in the Customer portal.
- **Cabin Crew:** Provide cabin crew with access to relevant operational information and documentation
- **Loadmaster:** Supports load planning and cargo management used typically by Loadmasters on the ground and works in conjunction with Customer's utilization of the Mass & Balance (M&B) module.
- **eReporting:** Create, submit, and manage digital operational reports, including but not limited to delays, incidents, defects, and airline-specific reports

- B2B Distribution: Allows the Customer to distribute Suppliers Services to its stakeholders

Price list

Refers to the charging categories which are based on net discounted pricing tiers defined in relation to the active fleet size operated by Customer as per the prices reflected in the latest updated version of the Supplier's Annual Price list.

Services

Means the features and functionalities as provided or offered to the Customer by Supplier consisting of the supported Module features, Customer Portal features and described services and any special agreed services as defined and added to the Agreement.

Service Level Agreement

Means Service Level Agreement (SLA) defining the scope of services, performance standards, resolution times, and consequences for failing to meet agreed service levels as defined in the separate SLA document that can be found [here](#).

Supplier

Refers to the service provider, International Flight Support 2020 ApS which holds the Danish company ID No. DK41030194 with registered office at C/O BLOXHUB, Bryghuspladsen 8, 3rd floor, DK-1473, Copenhagen, Denmark.

User

Means an employee, consultant, contractor or any person using the Services via the Customer's User Account, without any specific administration or management rights attached thereto.

Weekday

Defined according to the standard Danish working practice, as any day from Monday to Friday, excluding weekends and official public holidays in Denmark.

Working Day

Means all days, excluding public holidays in Denmark, Friday after Ascension Day (in Danish: "Kristi Himmelfartsdag"), 5 June (Constitution Day), 24 December and 31 December. 1 May is a Working Day.

2. General Terms

2.1. The Agreement specifies what is included in the Services provided by Supplier.

2.2. Under this Agreement, documentations will only be considered binding if included in the Service Agreement, in an addendum to the Service Agreement or via a Change Request to be approved by both Parties.

2.3. The Services fully adhere to the implementation requirements and software design as promulgated in the EASA AMC 20-25A and the FAA AC120-76D EFB Guidelines. The Services will furthermore be customized to comply with the Customer's local CAA certification rules in force if differing from EASA and FAA standards subject to written confirmation from Supplier and subject to eventual additional charges applying as per agreement or as per the Supplier's Price list.

Quality Monitoring and Assurance

3.1 Continuation of the provision of services

The Supplier shall ensure a continuous provision of Services described in the technical requirements and specifications as described in the Agreement.

It is the Customer's responsibility to inform the Supplier regarding any service interruption, by reporting issues to the Supplier's dedicated support channels. It is, furthermore, the Customer's responsibility, to provide as much possible information in accuracy and clarity, to enable the Supplier to fix needed issues.

The Supplier carries and assumes the obligation to establish and maintain system reliability 24/7. Accordingly, it is the Supplier's responsibility to attend to any prioritized issue and correct it without delay. The Supplier shall furthermore provide full transparency as to the source of any identified issues and take preventive measurements against further future recurrences. The full overview of the Supplier's service commitments will be specified under the SLA commitment to be found [here](#).

3.2 Quality audits

The Customer carries the right to conduct audits of the Supplier, to ensure quality assurance monitoring is applied to customer-related data. The Customer and/or Customer's Quality Management representative are entitled to one free audit per year, upon prior coordination of minimum three (3) months in advance with the Supplier, and of maximum duration of 3 work hours including initial preparation time. Additional

audit or preparation time will carry hourly fees in accordance with the Price list. The Customer and/or Customer's Quality Management representative shall, during the audit, have access to documentation related to the services supplied under this Agreement.

4. System maintenance, updates and data retention

4.1 Customer Portal maintenance

Customer Portal system maintenance, including system updates, or alteration to software, hardware, servers, or equivalent, shall be properly tested by the Supplier for quality assurance and system reliability prior to any such change taking effect.

4.2. EFBOne Software application maintenance

The EFBOne Software application maintenance and other activities required to maintain and support the EFBOne application are included in the Service charges and shall be under the responsibility of the Supplier and will be executed on an ongoing basis.

4.3. Preventive maintenance

The Supplier is entitled to carry out up to 3 hours of preventive maintenance on the Customer Portal system per calendar month to avoid or minimize the risk of defects or consequences of defects subject to a written notice of at least 14 Days. As the EFBOne application is a fully off-line capable application not requiring connectivity nor connection to the Customer Portal to function operationally for already uploaded flight plan packages, any preventive Portal maintenance will not affect the operational flight briefing and flight reporting functionalities within EFBOne application for uploaded flights, except the update of new flight plan data and submission of pre-flight and/or post-flight reports which may be temporarily unavailable or delayed during the preventive maintenance window as announced by Supplier in each case. Subject to the Agreement with the Customer, the Supplier is entitled, for Supplier's own account, to install and uninstall relevant diagnostics software on the system for that purpose.

4.4. Standard system updates

These are updates which occur as a result of the Supplier's initiated functionality updates or changes made to improve system operations and are included in the monthly Service charges. Customer and the Customer's registered Users will receive updates on an ongoing basis in accordance with the Supplier's activities.

4.5. Customized system updates

Customized updates are any requests that are outside of the initial Services specifications and/or the Service Agreement in force and are thus considered a Change Request.

4.6. Data retention

Flight briefing packages containing data received from third-party providers shall be retained for a period of three (3) months. Flight reports and other data recorded in the Supplier's database shall be retained for a minimum period of five (5) years. In case of termination of the Agreement by either Party Supplier shall store Customer's flight data records for a period of three (3) months following the termination effective date. During this period, the Customer shall have the option to request provision of all stored flight data from the Back-Office Portal in CSV file format free-of-charge for a total of two (2) times. After three (3) months following the termination effective date Supplier is obliged to and carry the right to delete all Customer's flight data records permanently.

5. Charges and Payment Terms

5.1. Price list

The Supplier's Annual Price List sets out the prices to be paid by the Customer for the Services, including fixed periodic payments and payments based on monthly use and for scaling of Services at fixed net discounted unit prices. The Supplier may adjust the Price List one (1) time per year prior to a written notice of a minimum of one (1) month notice.

It is the Supplier's intention that the annual prices will only be adjusted based on the Danish net price index from year to year, which can be found [here](#).

However, in the event of unforeseen internal cost increases, internal production cost exceedances, or other cost increases beyond the Supplier's direct control, any future price increases shall not exceed five percent (5%) per year. This limit applies to the total net invoiced value.

5.2. Services starting date

Recurring fees shall apply from the Go-Live Date. If the Go-Live Date falls after the first day of a calendar month, the Customer shall be charged a pro-rated amount for the period from and including the Go-Live Date until the last day of that month. Full monthly recurring fees shall apply from the first day of the following month.

5.3. Services charges

Service charges are based on an active aircraft tail count. Service charges, including modules, app integrations and backend integrations, are applied to the entire active fleet. The Customer shall not carry the right to select different add-ons for individual aircraft unless this is agreed in writing with the Supplier.

The Services will be automatically renewed on an ongoing basis unless terminated in accordance with the Terms & Conditions.

Neither party may bring proceedings more than (6) six months after the actual event occurred except for proceedings for missing charges and/or non-payment. If any fees, services, or deliverables are inadvertently omitted from an invoice or the initial financial documentation, the Supplier reserves the right to issue a subsequent invoice for such items. The Customer agrees to pay any such valid charges, provided they are supported by the Agreement or a written accepted Change Request or based on demonstrable usage of the Services by Customer.

5.3.1. Monthly charges

Monthly charges are invoiced in advance on the first Day of each new month and will calculate the monthly applying fee according to all aircraft tails that have been active on Customer's account, at any point, during the previous month.

The initial order pre-payment invoice will be calculated on the basis of the monthly charges as specified in the Monthly Fee quotation specified in the Agreement for the number of pre-payment months as stated in the Monthly Fee quotation.

5.3.2. Fleet increase and Fleet reduction

The Customer may add active aircraft to the Customer Portal at any time. The Customer carries the right to reduce the active fleet size up to a maximum of thirty-five percent (35%), calculated on the basis of the highest number of active aircraft operated during the previous twelve (12) months, or in case Customer has operated less than twelve (12) months the reduction will be based on the highest number of active aircraft operated during the actual number of operated months.

5.3.3. Initial Pre-payment Charges

The initial applying order pre-payment charges shall be invoiced in advance to the Customer within five (5) Working Days from the Effective Date.

5.4. Payment Terms

5.4.1. Payment terms will be visibly specified on all quotations and invoices and will adhere to the terms agreed upon in the Agreement.

Standard terms of payment for the initial order pre-payment is eight (8) days net from date of invoice.

Standard terms of payment for Monthly Services, remaining Set-up Fees and Change Request fees, is fourteen (14) days net from date of invoice.

5.4.2. Payments are only accepted on the basis of SWIFT transfer or IBAN/SWIFT transfer unless otherwise specified by the Supplier. All payments shall be made in EUROS unless otherwise agreed between the Parties. The Supplier's bank details will be stated on each invoice.

5.4.3. If any undisputed amount remains unpaid after the due date, the Supplier shall issue the first payment reminder.

If payment remains outstanding seven (7) days after the first reminder is issued, the Supplier shall issue a second payment reminder and interest shall be charged at a rate of 0.5% of the total overdue amount and which shall apply to each following reminder.

If any undisputed amount remains unpaid twenty-eight (28) calendar days after the due date, Customer's non-fulfillment of payment obligations shall be considered breach of the Agreement.

If the payment is not fully settled within twenty-eight (28) days from the due date of an invoice, the Supplier reserves the right to disable System and Services operations in full or in part, until the payment is fully settled. Any System interference must be notified by the Supplier seven (7) days in advance.

5.5. Change Requests

All Change Requests will be evaluated for feasibility by Supplier and are subject to mutual written confirmation by both Parties before implementation.

All Change Requests shall be submitted via Supplier's Helpdesk channel. The Supplier will respond with a proposed solution, provide a cost estimate, and delivery schedule. Upon written acceptance by the Customer via the Helpdesk channel, the request will be implemented and invoiced in accordance with the offered terms and the Agreement.

Where the estimated cost of a Change Request exceeds EUR 5,000, the Change Request must be documented in a separate Addendum to the Service Agreement specifying the agreed scope, price, delivery terms and applying payment terms and any other applicable conditions. The addendum must be signed by both Parties before the Supplier commences the work.

Changes to an integration, including but not limited to a change in third-party providers, shall be treated as a Change Request.

5.6. Taxes and other charges

All prices are specified and shall be paid in Euro (EUR) and are exclusive of VAT and other taxes. To the extent where Services are subject to tax (including VAT, sales tax and any other kinds of duties and taxes), interest or public charges, such taxes and/or charges must be added to the price in accordance with the legislation in force and must be invoiced in accordance therewith. If any new or adjusted sales taxes, general taxes, duties, contributions or similar duties and taxes are imposed by public authorities, prices must be adjusted with the net financial consequence for the Supplier. For the avoidance of doubt, the foregoing shall not apply to any taxes imposed on the Supplier's net income or profits, which shall be borne solely by the Supplier.

6. Validity and Termination

6.1 Validity

The Agreement between the Parties comes into force in accordance with the Effective Date of the Agreement and remains valid and in full force indefinitely until terminated by either Party with effect from the termination effective date.

6.2. Assignment rights

The Supplier may transfer and delegate any of its rights and obligations under this Agreement to any corporation or other entity in whole or in part within the Supplier Company Group, without prior consent,

providing such assignment will maintain the full terms of the Agreement. The Customer shall be notified in writing in case of any such assignment.

The Customer may not assign or transfer any of its rights or delegate any of its duties and obligations under the Agreement in whole or in part to any other corporation or entity or 3rd party without the prior written consent of Supplier (which consent shall not be unreasonably withheld or delayed).

In case Customer wishes to utilize the Services provided to Customer under this Agreement for one or more Affiliated Entities which are controlled by Customer as described in Clause 1/Affiliated Entities of this document, Customer shall carry the option to establish such utilization rights under this Agreement subject to signing an Addendum to the Agreement describing the assignment and use rights applying to Customer and the Affiliated Entity/Entities.

6.3. Termination

6.3.1. In the case of monthly subscriptions, the Parties carry the right to terminate the Agreement with twelve (12) months' notice as per the last day in the given month for any reason. The termination notice will come into effect from the 1st day following the month in which the termination notice has been submitted to admin@ifs.aero with the termination effective date applying as stated in the Agreement. Validity shall not be tied to any response from the opposite Party, except a written confirmation of receipt of the termination notice shall be sent promptly and without delay by the receiving Party to the terminating Party. If the terminating Party does not receive a confirmation message via email from the receiving Party promptly and within a maximum of forty-eight (48) hours, the terminating Party shall forward the termination notice to the receiving Party via certified mail or registered courier air express. The Customer shall be granted full access to the Services following the notification effective date for the duration of the termination period until the termination effective date.

6.3.2. In the case of annual subscriptions, the Parties carry the right to terminate the Agreement with twelve (12) months' notice as per the last day before the annual renewal date for any reason. The termination notice will come into effect from the 1st day following the month in which the termination notice has been submitted to admin@ifs.aero with the termination effective date applying as stated in the Agreement. Validity shall not be tied to any response from the opposite Party, except a written confirmation of receipt of the termination notice shall be sent promptly and without delay by the receiving Party to the

terminating Party. If the terminating Party does not receive a confirmation message via email from the receiving Party promptly and within a maximum of forty-eight (48) hours, the terminating Party shall forward the termination notice to the receiving Party via certified mail or registered courier air express. The Customer shall be granted full access to the Services following the notification effective date for the duration of the termination period until the termination effective date.

6.3.3. The Parties carry the right to terminate any individual add-on module(s) which has been added to the Base Solution with twelve (12) months' written notice to the last day of any given month for any reason. Termination of the Base Solution shall require termination of the Agreement in whole. For application integration(s), and/or backend IT integration(s) provided, except for the Flight Planning data import integration which shall be excluded from this termination right in any and all cases for the duration of the Agreement, the Parties carry the right to terminate any individual application integration(s) and/or backend IT integration(s) with three (3) months notice to the last day of any given month for any reason. Any such termination notice shall be submitted as an official signed notice sent to admin@ifs.aero.

Unless otherwise agreed in writing, the Customer shall retain access to the terminated relevant add-on module(s), application integration(s), and/or backend integration(s) during the applicable notice period which shall be subject to continued compliance with this Agreement and Customer's payment of all applicable fees during the notice period.

6.3.4. The Supplier may without prejudice to its other rights and remedies by notice in writing to the other party (Customer) immediately terminate this Agreement if the Customer is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, payment-stop, winding-up or dissolution of the Customer (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the Customer or the Customer enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction.

7. Ownership, Rights, Restriction of Use and Infringement

7.1. Ownership of Intellectual Property

The Supplier holds the exclusive copyright and ownership of the Services, including but not limited to any system modules, 3rd Party import/export integration configurations and/or backend applications.

Therefore, any and all rights to the Intellectual Property rights belong solely to the Supplier at any given time. The Supplier shall furthermore be entitled to the exclusive ownership of any improvements or development of new software functionalities if suggested and/or concept designed in whole or in part by any of the Parties as an integrated or separate part of the Supplier's Services.

7.2. Third-party Copyrights

Works of authorship written by the Supplier shall not infringe any third-party copyrights, patents, or trade secrets. If a third-party takes action against the Customer for any infringements of this nature, then the Supplier shall hold the Customer harmless and pay all settlement costs, damages, legal fees and expenses as required. The Supplier shall not be responsible for any infringements to third-party copyrights, patents, or trade secrets, provided that such infringement was caused by the Customer's actions.

7.3. Non-disclosure and restriction of use

All Services covered under the Agreement are for the exclusive use of the Customer in the conduct of its normal business. The Customer shall not, under any circumstances, give for free, transfer, resell, decompile, translate, modify, change, reverse engineer or disclose any data or material, in any form, prepared by the Supplier to any third party nor allow any third party access to or use of the Services or use of any such material or service other than for conducting the Customer operational activities. The Customer shall furthermore take reasonable precautions to protect the delivered Services against unauthorized and/or illegal use. This restriction shall survive the termination of this Agreement for perpetuity.

Subject to the Agreement, the Supplier grants the Customer a limited, non-exclusive, revocable, non-transferable license to access and use the Services during the term of the Agreement and exclusively for its internal business purposes. The Customer, therefore, shall adhere to the restriction of use which states that the Supplier retains all Intellectual rights and rights to anything delivered as part of the support of other services, and any updates, modifications, or derivative works of any of the foregoing deemed confidential information by the Supplier.

Under the terms of this Agreement, the Supplier faces no restrictions from providing solutions and/or services to any other customers/aircraft carriers in any country even if such services are similar to the services as described and licensed under this Agreement.

7.4. Infringement

In case of the Customer's infringement of the Service rights and limitations defined in this Agreement or in case the Customer fails to comply with any terms of this Agreement, the Supplier carries the right to withdraw the Service and/or to stop supplying all Services immediately on either a permanent or temporary basis as deemed necessary by the Supplier. If as a result, the Customer will face technical, operational, commercial, financial, and or any resulting consequential damages, the Supplier shall carry no liability towards the Customer.

7.5. Marketing and media referencing

The Supplier shall be entitled to state the Customer's name and logo as a user reference in different marketing and media channels. Any such activities shall be conducted in a reasonable manner and without discrediting the Customer in any way. The Supplier will furthermore be entitled to make a press-release, in any media, upon duly signing the Agreement. The Customer shall not receive any pecuniary compensation from the Supplier for utilizing the above-referencing rights. Supplier agrees that any press release referencing documents shall be subject to Customer's prior written approval which shall not be unreasonably withheld by Customer.

8. Processing of Personal Data

The Supplier is the controller of personal data processed by the Supplier and shall comply with the European General Data Protection Regulation ("GDPR") and the applicable Danish legislation. The Supplier will process personal data in accordance with the [Privacy Notice](#) on the Supplier's website.

The Supplier's dedicated Data Center is owned by an accredited cloud hosting service provider, and the data residency geographical storage location is in Western Europe within the EU jurisdiction. The Supplier cannot transfer personal data to countries outside the European Union without the Customer's prior written consent, which consent, however, cannot be refused without a justified reason.

The Supplier shall take the required technical and organizational precautions to prevent that personal data are destroyed, lost or deteriorated, accidentally or illegally, or is disclosed to any unauthorized third party, misused or in any other way handled contrary to the rules specified in GDPR and the Danish Data Protection Act.

Upon request from the Customer, the Supplier will provide the Customer with sufficient information and controlled access for the Customer to verify the Supplier's compliance with the Agreement's requirements related to precautionary measures.

The Supplier can only entrust the processing of personal data to sub-suppliers with the Customer's prior written consent.

In case of any personal data breach, the Supplier shall, without undue delay after having become aware of it, notify the Customer of the personal data breach.

9. Technical Specifications

9.1. It is the Customer's obligation to profoundly examine the available features and functionalities of the Services, using the demo version, and ensure that any additional requirements that are not present in the demo version, are specified explicitly under technical requirements and specifications in the Agreement.

9.2. Any additional developments that are not specified under technical requirements and specifications, will not be covered by the setup fees nor otherwise be part of Supplier's delivery commitment under the Agreement.

10. Governing Law and Dispute Resolution

10.1. Governing law

This Agreement, and any mutually agreed non-contractual obligations arising out of or in connection with the Agreement, shall be construed under and governed by the laws and regulations of Denmark, unless a different Governing Law, Dispute Resolution process and/or venue has been agreed between the Parties.

10.2. Arbitration

Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The current rules of arbitration procedure are found [here](#).

The arbitral tribunal shall be composed of three arbitrators unless the Parties agree the dispute shall be decided by a sole arbitrator. The President of the arbitral tribunal, respectively the sole arbitrator, shall be of nationality and be domiciled in a country other than those of the Parties and the other arbitrators unless the Parties agree otherwise, or, if a Party does not object, the Chairman's Committee of The Danish Institute of Arbitration decides otherwise.

The place of arbitration shall be Copenhagen, Denmark.

The language to be used in the arbitral proceedings shall be English.

11. Customer Communication, Issue Resolution and SLA

The Parties have agreed to the Service Level Agreement as available [here](#).

12. Damages, Indemnity and Limitation of Liability

12.1. Damages

The Customer may claim damages in accordance with the ordinary rules of Danish law with the limitations specified in this Agreement.

Neither party may bring proceedings more than twelve (12) months after the actual event occurred except for proceedings for missing charges and/or non-payment of claims under indemnity provisions.

12.2. Indemnification

To the fullest extent permitted by law and except as otherwise provided in this Agreement, each party shall indemnify, defend and hold harmless the other party, its affiliates, subsidiaries and their respective officers, directors, employees, agents, and representatives from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments, including but not limited to reasonable attorneys' fees, costs, and related expenses which may be suffered by, accrued against, or be recovered from any of the Parties resulting from or in any way arise out of any act(s) or omission(s), including an eventual breach, by the other party in the performance or nonperformance of obligations under this Agreement.

12.3. Limitations of liability

A Party's liability does not include indirect loss and consequential damage or damages.

The Customer's total claim for proportionate reduction and damages is limited to fifty (50%) during a twelve (12) months' period of the amount received by the Supplier during the preceding twelve (12) months. If a period of twelve (12) months has not yet passed, the limitation of liability will be calculated on the basis of the average of the amounts received during the months passed multiplied by 12. The limitation of the liability included in this section shall survive notice of termination of this Agreement for perpetuity.

Supplier shall not be responsible for any damage or damages caused by the failure of the Customer, its employees, its affiliates, its service providers, its own internally developed software systems, or other parties to perform their responsibilities.

12.4. Third-party vendors

The Supplier shall not be liable in any way for the performance or functionality of any of the Customer's Third-party vendor systems. Third-party vendors shall each carry their own responsibility directly towards the Customer. The Supplier shall therefore only be responsible for services covered by the Agreement. Relatedly, as the Supplier carries no direct business relationship with Third-party vendors providing services to Customer, any communication in regard to issues related to a Third-party vendor, is under the responsibility of the Customer, and any information required from the Supplier to assist with issue resolution will be provided directly and solely to the Customer.

Furthermore, this Agreement shall not regulate nor cover any relations, deliveries, conditions, or financial obligations existing directly between Customer and its Third-party application provider(s) at any given time. The Supplier shall not be responsible for any data output or input capabilities as provided by and as supported by the Customer's Third-party vendor applications, nor be responsible for any service, support, or implementation work needed to enable integration input or output within the Customer's Third-party vendor applications.

12.5. Hardware

Under no circumstances shall the Supplier carry any liability nor responsibility for the maintenance of the Customer's hardware or the technical set-up thereof.

13. Force Majeure

Excluding the Customer's payment obligations under this Agreement, neither party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or

circumstance that is beyond that party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; epidemic; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such party and which either party could not foresee or prevent.

The party facing such non-fulfillment resulting from force-majeure shall carry the responsibility to inform and provide relevant authority documentation regarding the circumstances to the other party, and if possible, an estimation of the implications on the Parties' fulfillment of obligations. This clause shall only be obliged during the time the force majeure persists. If the circumstances last more than six (6) months, each party is entitled to terminate the Agreement with immediate effect. In such a case, none of the Parties shall have the right to claim damages.

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