Appendix A – GENERAL TERMS AND CONDITIONS FOR BUSINESSES

1 INTRODUCTION

1.1 Intect ApS, with the registration number 37035084 (the "Supplier"), provides SaaS solutions and services (the "Product(s)"). Intect Payroll is considered the core product (the "Core"), which is a cloud-based payroll system. The Core is hosted by the Supplier and accessed via a web browser. The Supplier shall provide the Core, a standard IT service as a cloud service for payroll processing.

1.2 The Customer shall use the Products for its administrative purposes.

2 APPLICATION

2.1 These General Terms & Conditions for Businesses (the "Terms") shall apply to all sales and deliveries from the Supplier, including products and services provided to the Customer, unless explicitly deviated from by another written agreement.

2.2 The Supplier, as referenced above, includes all affiliated companies, websites, apps, software, and tools.

2.3 The Parties expressly agree that the Customer's general purchasing terms or other standard terms shall not apply to the Supplier's sale and delivery of Products to the Customer, regardless of whether the Customer has referenced such terms in its order or elsewhere.

2.4 By accepting these Terms, the Customer enters into an agreement for access to and use of the Core, including agreed associated services and Add-on Products, effective from the moment the Customer's acceptance.

2.5 These Terms supersede all previously agreed terms between the Parties regarding access to and use of the Supplier's Products.

2.6 The Customer's initial or continued use of the Products shall be considered as explicit acceptance of these Terms.

2.7 These Terms constitute an integral part of the Agreement between the Supplier and the Customer.

3 DEFINITIONS

3.1 "Agreement" means the Agreement in its entirety, including the associated addenda and appendices. This also includes the terms and conditions, the order confirmation, and these terms, which together constitute the contractual basis for the Supplier's delivery.

3.2 "Price Module" refers to the module that allows the Customer to select and add add-on products or additional features to the original Core Product. The Price Module enables customization of the Product.

3.3 "Terms" are defined as the INTECT GENERAL TERMS AND CONDITIONS FOR BUSINESSES and general terms for users.

3.4 "User Access," including Superuser access, refers to the access granted to an individual user of the Product. Superuser access refers to a special type of user access that grants the user full administrative rights in the Product.

3.5 "Users" means the individuals who have been granted access to the Product by the Customer. This may include employees, administrators, external partners, or others who use the system in accordance with the rights and permissions assigned by the Customer.

3.6 "Data Controller" is defined as a natural or legal person, public authority, institution, or any other entity that determines the purposes (why) and means (how) of processing personal data.

3.7 "Data Processor" is defined as a natural or legal person, public authority, institution, or any other entity that processes personal data on behalf of the Data Controller.

3.8 "GDPR" refers to the EU General Data Protection Regulation (EU) 2016/679, which governs the processing of personal data for EU citizens. This also includes all relevant national and international data protection laws, including any future regulations that supplement or implement GDPR, such as the Danish Data Protection Act.

3.9 "Intect Administrator," including Superuser, refers to the individual designated as the Customer's primary contact person for the implementation and operation of the Product.

3.10 "Intellectual Property Rights" shall mean legal ownership, all intellectual property rights, including but not limited to creations of the mind, both artistic and commercial, including patents, trademarks, trade names, copyrights, designs, utility models, domain names, trade secrets, or any other intellectual property rights.

3.11 "Customer" refers to a company or organization that purchases or acquires products or services from the Supplier.

3.12 "Supplier" refers to the legal entity or company Intect, operated and owned by Intect ApS, CVR no. 37035084, which delivers the Product to the Customer as specified in the Agreement.

3.13 "Delivery" refers to Supplier's deliverables to be provided in pursuance of the Agreement. These may include the **Core**, Add-on Products, including all work, services, and tasks performed by the Supplier.

3.14 "Module" refers to the package solutions offered by the Supplier, which may include: Professional, Premium, Enterprise. Each module provides specific functionality or a set of tools that extend or customize the Product.

3.15 "Order Confirmation" is defined as a written notification of order receipt, either in the form of an auto-generated confirmation after completing a form or a personal acceptance by an employee.

3.16 "Order" is defined as the moment the Customer completes and submits their information on the Supplier's website at **https://intect.app/signup/** or when the Customer provides written acceptance of an offer.

3.17 "People Management" refers to the Supplier's numerous Products designed to support the Customer's employee management and related processes.

3.18 "Product(s)" refers to the SaaS solution(s) provided by the Supplier, including all add-on products, modules, features, or services that are integrated into or may be purchased as part of the solution. This includes, but is not limited to, software features, applications, updates, integrations, and any customizations that the Customer has access to or utilizes.

3.19 "Support Management System" refers to the process where the Customer may submit, track, and resolve support requests, technical issues, or inquiries related to the Product.

3.20 "Sign-up Form" refers to an electronic form that the Customer completes and submits to register or enter into an agreement for the Supplier's Product. The form collects necessary information from the Customer, such as contact details and company information. The form is available on the Supplier's website at **https://intect.app/signup/** and serves as confirmation of the Customer's intent to enter into an Agreement with the Supplier.

3.21 " Start Date" refers to the date on which the Agreement takes effect and when the delivery of the Product officially begins. This also includes the date on which the Customer receives a confirmation email from the Supplier, acknowledging receipt of the order and specifying the date for the first delivery or activation of the Product.

4 AMENDMENT OF TERMS

4.1 The Supplier reserves the right to amend these Terms. Any changes shall be communicated to the Customer with at least 30 days' written notice. The notice may be sent via email or another agreed form of communication to the Customer's designated Intect Administrator.

4.2 The amended terms shall take effect 30 days after the notice has been sent to the Customer, unless otherwise specified in the notice.

4.3 If the Customer does not formally notify the Supplier in writing of any objections to the amended terms before the expiration of the notice period, the Customer shall be deemed to have accepted the new terms.

4.4 The Customer has the right to terminate the Agreement before the amendments take effect if the Customer does not wish to accept the revised terms.

5 CONCLUSION OF THE AGREEMENT

5.1 The Agreement between the Supplier and the Customer is considered concluded when the Customer has accepted these Terms and confirmed the order via the Supplier's Sign-up Form or through written communication. Orders can be placed without specific formal requirements but are only binding once the order has been accepted and confirmed by the Supplier in the form of a confirmation email or a signed contract by both parties.

5.2 If the Supplier has commenced work on and/or delivery of a Product or Services to the Customer, an agreement is considered concluded between the Parties, regardless of whether a written agreement in the form of a Customer order and/or order confirmation has been formally established.

5.3 This Agreement is binding for both parties and can only be amended in writing with the prior mutual consent of both parties.

5.4 The Supplier reserves the right to make changes to the Products until the time of delivery but guarantees at least equivalent functionality and service in such cases.

5.5 Under the Supplier's Agreement Module in the Core, the Customer may select additional Add-on Products, which can be added according to the applicable prices and conditions. Selections, deselections, and other modifications to the Agreement made within the Core are considered written.

5.6 The Supplier reserves the right to reject an order or modifications to the Agreement if the requested Product is unavailable or if there is reasonable suspicion that the Customer will not be able to fulfill its obligations under the Agreement. In such cases, the Supplier will inform the Customer as soon as possible.

5.7 The Customer may not transfer its Agreement on the Products or any rights or obligations to a third party without the prior consent of the Supplier. The Supplier may transfer the contractual relationship, including the Agreement with the Customer, without the prior consent of the Customer.

6 ACCESS AND DELIVERY:

Access:

6.1 The Supplier provides the Customer with access to the Product via the Internet. Access is granted through a user account created by the Customer. The Customer is responsible for keeping access credentials confidential and must not share them with third parties.

6.2 The Supplier undertakes to provide the Customer with access to the Product within 24 hours of receiving the order confirmation. Access credentials will be sent by the Supplier to the email address provided by the Customer.

6.3 The Supplier assigns the Customer a superuser account, which allows the Customer to create additional users.

Delivery:

6.4 The Supplier undertakes to deliver the Product in accordance with the Agreement.

6.5 All Products and Services are delivered by the Supplier to the address specified by the Customer at the time of order (ex Works).

6.6 If the Customer has specific expectations or requirements regarding the outcome of the Products and Services delivered under the Agreement, the Customer is responsible for ensuring that these requirements are specified in the Agreement. Otherwise, the Supplier is only required to deliver the agreed Products and Services.

Modifications:

6.7 If the Customer wishes to switch to a different Module, the Customer may upgrade or downgrade through the Core.

6.8 When the Customer upgrades to a more expensive Module, access to the new Module is granted immediately, and a new 30-day subscription period begins.

6.9 Upon upgrading, the Customer shall be charged an amount corresponding to the price of the new Module.

6.10 When the Customer downgrades to a less expensive Module, the change shall take effect immediately unless the deactivated Module is related to a subscription period. For such Module the license ends at the terminates at the end of the subscription period.

Changes in technology and Delivery

6.11 The Supplier reserves the right to make necessary technological changes that may affect the delivery, including upgrades, modifications, or replacements of existing solutions. Such changes shall not be considered a material change to the agreement.

6.12 If the outgoing service is a paid service, the Customer will be compensated in the future license price.

7 PAYMENT TERMS

7.1 The Customer shall pay for all Products and Services provided by the Supplier in accordance with the following terms:

7.2 The Customer's current subscription price is specified in the applicable Price module, which is available through the Supplier's Core system or on the Supplier's website. The Customer is responsible for staying informed about the price by checking the pricing module in the Core system.

7.3 All prices are given in Danish kroner (DKK).

7.4 All prices are exclusive VAT.

7.5 For the use of the Product, the Customer shall pay fees in accordance with the Supplier's applicable price list, cf. the Supplier's website and Price Module

Terms of payment:

7.6 By entering into this Agreement, the Customer, as a general rule, establish an agreement with MasterCard PaymentServices to facilitate the processing of payments and transactions from the Supplier.

7.7 The Supplier charges the Customer's usage on the last business day of the month and withdraws the amount 14 calendar days thereafter.

7.8 If the Customer is in breach of its payment obligations under the Agreement, the Supplier is entitled to interest in pursuance of the provisions of the Danish Interest Act. The Supplier is further entitled to impose a reminder fee. The fee amounts to 25 DKK for the first reminder notice, 50 DKK for the second reminder notice, and 100 DKK for the third reminder notice.

7.9 The Customer shall pay the outstanding amount no later than eight (8) calendar days after receiving a reminder notice.

7.10 After sending the third reminder notice, the Supplier is further entitled to terminate the Agreement and suspend access to the Customer's Products and Services, unless the Customer fulfills its payment obligations within the time limit.

7.11 If the Supplier's Products and Services are offered via an Android, iOS, or other mobile application, these terms also apply to payments made through such platforms.

Price Changes:

7.12 The Supplier reserves the right to change the subscription price.

7.13 The Supplier is entitled to change the subscription package for the Customer under the Agreement if the Customer do not comply for the used Delivery.

7.14 The Supplier shall notify price changes in writing with a three (3)-month notice period via email or another agreed communication channel to the Customer's Intect Administrator.

Price indexation: Business Services:

7.15 The Supplier reserves the right to adjust the prices for Support and Consulting Services, based on the wage index for (8) Business Services, as published by Statistics Denmark.

7.16 The indexation can be made once a year and will take effect at the end of a month.

7.17 The Supplier shall inform the Customer in writing of the adjusted price at least 30 days before the new price takes effect.

7.18 The current prices are based on the DB07 (8) Wage Index for Business Services as published by Statistics Denmark.

7.19 The Supplier last indexed the prices at index 124,6 2024K4.

8 SUPPORT AND SERVICE

8.1 The Parties agree that the Supplier shall deliver support from the Effective Date of the Agreement until the Agreement terminates, which is defined as Support Period.

8.2 The Supplier provides support to the Customer's Intect Administrator as defined in the Core. For support requests from other individuals, the Supplier has the right to invoice according to the Standard Price, as specified in Table 1.

8.3 If the Customer orders a support task where the Supplier, at the Customer's request, shall perform the necessary work on behalf of the Customer rather than guiding the Customer in resolving the issue, this is considered a Consulting Service. In such cases, the Supplier has the right to invoice according to the Standard Price, as specified in Table 1.

8.4 The Supplier provides support through the Support Management system and by phone during regular office hours, as specified in Table 1.

8.5 Support outside regular office hours, if separately and formally requested by the Customer, and accepted by the Supplier, will be provided according to the Standard Price, as specified in Table 1.

8.6 Support includes assistance with technical issues, payroll-related advisory, system usage inquiries, and general guidance related to the use of the Supplier's Products and Services covered by this Agreement.

8.7 Support inquiries are counted per commenced quarter-hour.

8.8 The Customer has access to monitor their consumed support time via Reports > Usage Data in Intect Payroll.

8.9 The Customer may contact the support team via the designated channels during the support period.

8.10 Support is available according to the Supplier's normal business hours, as specified in the Table 1 below. After the agreed period has expired, any further support requests may be declined.

Table 1: Support Details

Support Details	Description
Standard price for Support Services:	DKK 275,- per commenced quarter-hour
Standard Price for Consulting Services:	DKK 375,- per commenced quarter-hour
Support Period:	From agreement start until termination of Agreement.
Support Channels:	Phone, e-mail, online chat
Opening Hours:	Monday - Friday, 9:00 AM - 3:00 PM
Response Time:	Within 6 working hours
Support Coverage:	Technical support, system guidance, payroll-related advisory

Limitations:

Support is limited as follows:

8.11 If the Customer exceeds the agreed support time, charges shall apply according to the standard price, specified in Table 1.

8.12 According to Table 2, the following monthly support is agreed upon. Each month, the support minutes are renewed.

8.13 After the Support Period expires, any further support requests shall be invoiced according to Table 1.

Table 2: Support per month

Number of Employees	Support per month
Up to 30 Employees	30 minutes
31-200 Employees	60 minutes
+200 Employees	120 minutes

9 AVAILABILITY, MAINTENANCE AND UPDATES

9.1 The Supplier only provides access to the latest version of the Software and Product update.

9.2 The Supplier endeavors to provide a stable and accessible solution; however, the Supplier does not guarantee uninterrupted operation or consistent performance of the Product. Temporary downtimes or reduced performance may occur due to maintenance, upgrades, or unforeseen technical challenges.

9.3 The Customer acknowledges that brief interruptions may occur that are beyond the Supplier's control.

9.4 The practical performance of the software will vary depending on several factors, such as the end user's hardware platform, network speed and configuration, and software platform (e.g., iOS, Microsoft, and Android)

9.5 The Product can be used with the most current versions of the most common, market-dominant browsers. The Customer may always check the Supplier's support site to see which browsers are currently supported.

9.6 Maintenance includes ongoing improvements, bug fixes, and security updates. The Product is continuously enhanced with new features and general improvements, as well as bug fixes by the Supplier.

9.7 The Supplier carries out major version updates outside normal peak periods. During major version updates, there may be limited functionality or unavailability. Minor application updates may occur at any time but typically will not affect operations for more than 1-2 minutes.

9.8 Similarly, brief periods of peak load may occasionally impact the Product's performance. The Supplier continuously strives to minimize the experienced impact of such peak loads.

9.9 The Product cannot be expected to be completely error-free. The Product's features, calculations, business logic, and data are provided to the Customer as a service.

9.10 The Supplier commits to resolving critical and business-critical errors as quickly as possible after they are identified. Other serious errors that significantly affect the Customer's daily use of the system shall be prioritized for correction in the next system update. Other errors shall be addressed as part of the Supplier's ongoing development process, based on the Supplier's internal priority assessment.

9.11 The Supplier does not warrant that all identified errors will be corrected.

10 DURATION AND TERMINATION

10.1 Termination shall only be made in writing.

10.2 The Customer may terminate the agreement with one (1) business days' notice, expiring at 3:00 PM.

10.3 Upon termination, any outstanding financial obligations shall be settled in accordance with the payment terms of the Agreement.

10.4 If the Customer has entered into agreements for add-on products or services with a longer commitment period, the commitment period for the respective agreements shall apply.

10.5 Orders and deliveries made before the termination will be invoiced regardless of the termination.

10.6 In the of event of termination, the subscriptiont will end at the expiration of the current subscription period, unless otherwise agreed in writing between the parties at the time of the written termination notice.

10.7 The Supplier may terminate the Agreement with the Customer with eighteen (18) months' prior notice.

10.8 If the Customer has not recorded any payroll transactions through the Core for a period of eighteen (18) months, the Supplier may terminate the Agreement without further notice. Prolonged inactivity is considered an implicit termination by the Customer.

Material breach

10.9 In the event of material breach, the Supplier may terminate the Agreement with immediate effect.

10.10 A material breach is deemed to occur if a party significantly fails to fulfill its obligations under these terms. This includes, but is not limited to:

a) Supplier: Prolonged lack of support, prolonged failure in core functionalities, repeatedly non-compliance with GDPR, unauthorized price increases, lack of maintenance of the product, failure to deliver.

b) Customer: Non-payment, breach of confidentiality, illegal use, repeated violations.

10.11 If the Customer believes that the Supplier has materially breached its obligations under this Agreement, the Customer shall notify the Supplier in writing, after which the Supplier has five (5) business days, expiring at 3:00 PM, to remedy the issue or correct the situation.

11 SUPPLIER'S RESPONSIBILITY

11.1 The Supplier commits to making reasonable efforts to deliver the Product from the Start Date in accordance with:

a) Good IT practice,
b) According to the general provisions of Danish law.
c) The specifications and quality requirements set forth in this Agreement.

11.2 The Supplier undertakes to continuously ensure that the software's performance in the cloud environment is sufficient to enable the appropriate use of standard functions in daily operations.

11.3 The Supplier shall:

a) Fulfill all its obligations and responsibilities under the Agreement, including delivering the Product and/or Services on time and in accordance with the agreed standards;
b) Provide all necessary assistance, information, and advice as agreed to ensure that the Customer can properly utilize the Product;
c) Perform all actions that the Customer may reasonably request to enable the Customer to fulfill its own obligations under the Agreement; and;
d) Ensure that the Product functions as agreed, including handling any errors and defects in the Product in accordance with the agreed terms.
e) The Supplier undertakes to continuously ensure that the software's performance in the cloud environment is sufficient to enable the appropriate use of standard functions in daily operations.

12 CUSTOMER'S ROLE AND RESPONSIBILITY

12.1 The Customer undertakes to cooperate with the Supplier and provide the necessary assistance, information, and access to required resources to enable the timely and proper delivery of the Product.

12.2 The Customer shall ensure that all information provided to the Supplier is accurate, complete, and up to date.

12.3 The Customer is responsible for:

a) Using the Product in accordance with the applicable terms, instructions, and guidelines from the Supplier,
b) Informing its employees – users – of the general terms for users.
c) Reporting errors to the Supplier when they are experienced or identified.
d) Requesting necessary support and assistance from the Supplier in a timely manner, and
e) Ensuring up-to-date antivirus programs, firewalls, and similar security measures.
f) The Customer's own use of the Supplier's Product, as well as any use occurring with the Customer's assigned superuser login and user accounts created by the Customer.
g) Informing the Supplier immediately in case of suspected unauthorized access or misuse of login credentials.

12.4 The Customer shall also ensure that the necessary security measures are in place to protect its own systems and data, including but not limited to access control, data protection, and protection against unauthorized access. The Customer is responsible for securely storing and managing its login credentials and access codes.

12.5 The Customer is responsible for making all payments and fees on time, including any payment terms specified in this Agreement. The Customer is also responsible for covering any additional costs that may arise from their use of the Product, including third-party charges and fees.

12.6 The Customer shall appoint one or more representatives who are authorized to make decisions on behalf of the Customer and act as primary contact points for the Supplier, referred to as the Intect Administrator.

12.7 The Customer guarantees that the Products provided by the Supplier are intended for and shall be used exclusively for lawful and peaceful purposes and in full compliance with national and international regulations, including this Agreement.

Specific to the Core:

12.8 The Customer shall verify the payroll run immediately after execution and check for any errors or deficiencies.

12.9 The Customer is responsible for taking the necessary measures to ensure the timely execution of the payroll, including having a process for backup and any manual interventions if needed.

12.10 The Customer is responsible for ensuring that its data, including but not limited to salary payments, tax calculations and payments, pension contributions, or other payments made to employees or other payees using the Supplier's system, are accurate. The Supplier is not responsible for ensuring that the correct calculation rates have been applied. The Customer is therefore always solely responsible for verifying and validating the accuracy of both input and output.

12.11 If the Customer detects an error, the Supplier may be contacted, and the Supplier shall assess whether the error can be corrected.

Ownership:

12.12 The setup, configuration, and all data in the Product always belong to the company whose data is in the system.

12.13 12.13 If the Customer acts as an agency and manages payroll for a third party (the End Customer), the End Customer has the right to take over the respective account in Intect, including setup, configuration, and all data.

13 TRANSFER OF RISK

13.1 The risk for data and access to the Product transfers from the Supplier to the Customer at the moment the Supplier has provided the necessary access credentials, whether through a specific login, an API key, or another access mechanism that enables the Customer to access the Product.

13.2 This means that responsibility for ensuring proper handling and protection of data, including storage, access, and any data transfers, transfers to the Customer as soon as access to the Product is granted.

14 PRODUCT LIABILITY

14.1 The Supplier is responsible for product liability concerning the delivered products and services, c.f. 14.2.

14.2 The Supplier is liable to the Customer in accordance with the general rules of Danish law.

14.3 The Supplier maintains the necessary business and product liability insurance covering the Supplier's liability. Business and product liability insurance under this Agreement is limited to the maximum amount paid.

14.4 The Supplier shall ensure that the Product is designed, developed, and delivered in compliance with applicable laws and standards for product liability and industry standards.

14.5 The Customer must indemnify and hold the Supplier harmless against any claims, liabilities, or expenses, including attorney fees, that may arise as a result of:

a) The Customer's use of the Product in violation of applicable laws or regulations,
b) The Customer's breach of the terms of this Agreement,
c) Data entered or processed by the Customer through the Product.

14.6 The Supplier disclaims any liability for damages resulting from:

a) Unauthorized access to the Product due to the Customer's failure to protect its access credentials,
b) Failure to comply with the recommended security measures by the Customer,
c) Use of the Product in combination with incompatible software or hardware.

15 LIMITATION OF LIABILITY

15.1 The Supplier's total liability under this Agreement is limited to an amount equivalent to the Customer's payments for the Product in the past twelve (12) months before the incident. The Supplier cannot be held liable beyond this amount, regardless of the cause of the loss.

15.2 In addition to the conditions described in section 14, the following applies:

15.3 The Supplier shall have no liability for any loss or damage resulting from circumstances beyond its control. This includes situations where the Supplier has no ability to influence or prevent the outcome. Under such circumstances, the Supplier assumes no responsibility for any financial losses or consequences that the Customer may suffer as a result.

15.4 This includes, but is not limited to, interruptions in data, telecommunication, and broadband connections used by the Supplier, deviations or terminations of the telecommunication or internet service provider used by the Supplier, misuse, incorrect coding, or incorrect use of the system by the Customer, errors or issues with the Customer's own bank, employees, or users, or errors or issues with a third-party provider such as Nets, Skat, or e-Boks.

15.5 The Supplier is not liable for indirect losses and consequential damages, including operational losses, increased operational expenses, lost savings, lost profits, consumed internal working hours, or costs related to data loss, as well as damage caused to real property or personal property by the delivery.

Limitations on Third-Party Components and Services

15.6 The Product may rely on integrations or services from third parties (e.g., hosting providers, network providers, payment gateways) that the Supplier does not control. The Supplier is not responsible for any errors, delays, or interruptions resulting from issues with third-party services.

16 FORCE MAJEURE

16.1 Neither party shall be held liable for failure to fulfill its obligations under the Agreement if and to the extent such failure is due to force majeure events beyond that party's reasonable control.

16.2 Force majeure events may include, but are not limited to, natural disasters, war, acts of terrorism, government orders, pandemics, strikes, or other unforeseen events, including but not limited to IT-specific incidents such as cyberattacks, hacking, network failures, internet disruptions, or major failures in third-party software or hardware affecting the delivery of agreed services.

16.3 The party invoking force majeure must immediately notify the other party in writing and make reasonable efforts to resume fulfillment of its obligations as soon as possible. If a force majeure situation lasts for more than 30 days, either party has the right to terminate the Agreement without liability to the other party.

17 MARKETING

17.1 The Supplier is entitled to use the Customer's name and logo as a reference in the Supplier's own marketing materials and website, provided that the Customer approves the specific material in advance. The Customer may not withhold approval without a valid reason.

17.2 The Customer is not obligated to promote the Supplier.

17.3 The Customer may not engage in behavior, including public statements, that could damage the Supplier's brand or reputation.

17.4 The Supplier reserves the right to contact the Customer with offers on related services and solutions that the Supplier deems relevant to the Customer's needs. The Customer may opt out of receiving such offers at any time by submitting a written request to the Supplier.

17.5 Offers from the Supplier are non-binding and should only be considered an invitation for the Customer to place an order. The Supplier may withdraw an offer at any time before an Agreement is concluded.

18 INTELLECTUAL PROPERTY RIGHTS (IPR)

18.1 The Supplier retains ownership, copyright, and all other rights to the Products.

18.2 All intellectual property rights arising in connection with the Delivery under the Agreement shall belong to and remain with the Supplier.

18.3 The Customer is granted a non-exclusive, non-transferable license and right to use the Product during the term of the Agreement and under the conditions specified in the Agreement, solely for the purposes outlined therein.

18.4 The Customer may not copy, modify, distribute, or otherwise use these rights without prior written permission from the Supplier.

18.5 The Product may not, without an express written agreement with the Supplier, be used for purposes other than the Customer's own administrative tasks related to its employees.

18.6 Any documentation and/or information attached to or related to the Agreement and the Product, or any other document, may only be used for the fulfillment of the Agreement between the parties.

18.7 The Customer may not, nor allow third parties to, decompile, reverse engineer, disassemble, or otherwise attempt to derive the source code, algorithms, techniques, or underlying ideas from any part of the Supplier's software or technology provided under this Agreement.

18.8 The Supplier holds all intellectual property rights to Products developed or created by the Supplier, including code, documentation, user manuals, and any training materials. This applies to both current and future versions of such materials. No intellectual property rights are transferred to the Customer, who is only granted a right of use.

19 DATA PROTECTION

General:

19.1 The parties declare, accept, and guarantee to process and transfer all personal data in accordance with the relevant data protection laws ("data protection laws") in the respective countries where the parties have their registered business location.

19.2 In the event of a security breach, the Data Processor must, without undue delay and no later than 72 hours after identifying the incident, notify the Customer of

the event and the security measures taken and to be taken.

19.3 The Data Controller is entitled to request an audit or request access to the Data Processor's auditor to conduct an audit of the Data Processor and the delivery to the Data Controller. The Data Processor's costs in this regard will be charged based on time spent and incurred expenses.

Data Controller and Data Processor:

19.4 The Customer is considered the Data Controller for all personal data transferred to the Supplier or otherwise processed as part of fulfilling the Agreement. The Customer is responsible for ensuring that the processing of personal data complies with applicable data protection legislation, including but not limited to GDPR.

19.5 The Supplier acts as the Data Processor and processes personal data only in accordance with instructions from the Customer and for the purposes set forth in this Agreement. The Supplier must ensure that processing is carried out with appropriate technical and organizational security measures in compliance with GDPR.

Collection of Personal Data:

19.6 In connection with the provision of products and services, the Supplier collects necessary personal data about the Customer and the Customer's employees.

19.7 The processing includes the following types of personal data about the data subjects:

a) Name
b) Adress
c) Phone number
d) E-mail (private and company)
e) CPR number
f) Bank account
g) Language preference
h) Tax card information
i) Employment details
j) Salary data
k) Time and absence records

19.8 The Data Processor collects, stores, analyzes, and uses the Data Controller's and its customers' personal data to send invoices, receive payment information from payment intermediaries, and transfer the information to the Data Controller

19.9 The processing includes the following categories of data subjects

a) The Data Controller's customers (if they are considered individuals under data protection laws)
b) The Data Controller's customers' employees
c) The Data Controller (if the Data Controller is considered an individual under data protection laws)
d) The Data Controller's employees

Purpose of Processing Personal Data

19.10 The Data Processor provides a cloud-based software solution (the Product) for the Data Controller to use for automated data integration related to People Management.

19.11 The use of the Product is carried out by the Data Controller independently (i.e., self-service via user ID and password), and therefore, the Data Processor does not process data in the Product independently. Additionally, the Data Processor offers, or may offer, certain optional add-on modules that the Data Controller can select as part of their subscription for an additional fee.

19.12 If such additional modules are selected, this Data Processing Agreement also applies to those services, and the term "Product" shall be understood to include the selected modules.

Duration

19.13 The Supplier retains data in accordance with applicable legislation, after which it is deleted unless otherwise required by law or specifically agreed with the Customer in writing.

Storage of Personal Data

19.14 Personal data is processed and stored securely in compliance with applicable data protection legislation, including GDPR. Data is retained only as long as necessary to provide Products and Services and to fulfill legal obligations, including accounting regulations. Data is stored on secure servers located within the **EU/EEA** or in countries that have been assessed as providing adequate protection by the **European Commission**.

Disclosure of Personal Data

19.15 The Supplier may share data covered by the Agreement with Nets, Skat, pension providers, and similar relevant parties in connection with payments.

19.16 Additionally, data may be shared with subcontractors to the extent necessary for fulfilling the Agreement. The Customer can stay updated on the Supplier's subcontractors on Intect's website under: **Support > Company > Terms and Security**.

19.17 The sharing of customer data across the **ECIT Group** (hereinafter referred to as the "Group") is necessary to optimize the services provided to the Customer and to ensure that **ECIT** can deliver the best possible customer service.

19.18 The Customer accepts that ECIT:

a) May collect, process, and share general information about the Customer internally within the Group. This information may include details about the Customer's business and an overview of the services and products the Customer currently purchases from ECIT. The purpose is to gain insight into existing customer relationships, ensure that the Customer's needs are met through tailored solutions, and provide the best possible customer service.

b) May collect, process, and share contact details of the Customer's representatives within the Group.

This includes full names, job titles, phone numbers, email addresses, and other relevant contact details. This information may be used for communication, customer service, and marketing purposes. Communication with the Customer will not exceed what the Customer can reasonably expect.

c) May collect, process, and share customer references within the Group. Customer references may include statements from the Customer, the Customer's logo, and documentation of delivered services and products. Customer references may be used in marketing materials, proposal documents, and other external communications. The parties may issue joint press releases or announcements, provided that both parties have given prior written approval.

Rights

19.19 The Customer and the Customer's employees have the right to:

a) Access the personal data that is being processed.
b) Request correction of incorrect or incomplete information.
c) Object to the processing of personal data that is no longer necessary.
d) Request deletion of data unless processing is required to comply with legal obligations or fulfill the Agreement.
e) Receive personal data in a structured, commonly used, and machine-readable format (data portability).

Contact

19.20 The Supplier has appointed a Data Protection Officer (DPO) responsible for monitoring the Supplier's data protection practices and ensuring compliance with applicable data protection laws, including GDPR.

19.21 The Customer may contact Intect support regarding data protection inquiries or the exercise of rights.

19.22 To ensure efficient handling of the inquiry, the subject line should include the following text: "GDPR: [Customer's name]"

19.23 The Supplier commits to responding to inquiries as quickly as possible and no later than the deadlines prescribed by applicable law.

20 CONFIDENTIALITY

20.1 The Parties commit, on their own behalf and on behalf of their employees, agents, and representatives, to treat the other Party's confidential information ("Confidential Information") as strictly confidential and not to disclose or share such Confidential Information with third parties without prior written consent from the other Party. Neither Party may use the other Party's Confidential Information for any purpose other than fulfilling the Agreement between the Parties concerning the Product and Services.

20.2 Confidential Information includes all non-public, confidential, or proprietary information, including but not limited to details about the other Party's technology, processes, products, operations, security measures, system architecture, software design, trade secrets, pricing, or customer information, which a Party becomes aware of in connection with the performance of the Agreement, and which is not:

a) Already publicly available;

b) Known to the receiving Party at the time of disclosure;

c) Lawfully obtained by the receiving Party from a third party without a confidentiality obligation; or

d) Required to be disclosed under applicable law, regulations, or pursuant to a court order, regulatory authority, or other competent authority.

20.3 The Party required to disclose Confidential Information under **point d)** must, to the extent possible, provide the other Party with prior written notice of the required disclosure unless such notice is prohibited under applicable law or regulatory requirements. The affected Party must make reasonable efforts to ensure that the Confidential Information is treated confidentially and limit disclosure to the minimum required by law.

20.4 The Parties' obligations apply during their business relationship and remain in effect indefinitely after the termination of the business relationship, regardless of the reason for termination.

21 INTERPRETATION AND PRECEDENCE

21.1 Provisions in the Supplier's offers, prior correspondence, or similar documents that are not repeated in this Agreement cannot subsequently be invoked as a basis for interpretation.

21.2 References to the Agreement or any provision herein also include its appendices, respectively, those appendices relevant to the specific provision. The provisions of the Agreement take precedence over provisions in appendices; therefore, any provision in an appendix that contradicts the provisions of the Agreement shall have no legal effect.

21.3 In the event of disagreement regarding the interpretation of this Agreement or any discrepancies between the Danish version and any translated versions of the Agreement, the Danish version shall prevail.

22 GOVERNING LAW, DISPUTES, AND JURISDICTION

22.1 This Agreement is governed by Danish law.

22.2 If a dispute arises between the parties regarding this Agreement, the parties shall, in a positive, cooperative, and responsible manner, seek to initiate negotiations to resolve the dispute. If necessary, the negotiations shall be escalated to a higher level within the parties' respective organizations.

22.3 In case no solution is obtained thereby either Party, the Parties shall seek to obtain an agreement on jointly appointing an independent and expert mediator who may mediate and propose non-binding solutions for solving the dispute.

22.4 When the procedure described in the clause 22.3 has been attempted, either of the Parties shall be entitled to demand that the disagreement be finally solved through arbitration.

22.5 The Arbitrator is appointed by the Arbitration Institute in accordance with the "Rules on Simplified Arbitration Procedure at the Danish Arbitration Institute." The Parties may jointly propose an arbitrator, and that must be done no later than the expiry of the deadline for the defendant's answer.

22.6 The arbitration proceedings shall be conducted in **Copenhagen** and in **Danish**.