

Conditions of Business - Input Management

PostNord Strålfors A/S - Specific Terms and Conditions

Valid from September 1, 2019, inclusive.

1. General

1.1 Client Agreement:

It is a condition of PostNord Strålfors A/S' performance of Input Management services that an agreement in writing to this effect is concluded between the Client and PostNord Strålfors ("the Client Agreement").

1.2 Basis of agreement:

The entire basis of the agreement on Input Management services is represented by the Client Agreement, with associated annexes, including Task Description, PostNord Strålfors' General Terms & Conditions and these Specific Terms & Conditions. In the event of inconsistencies, the priority among the documents is as follows (order of precedence): Client Agreement, Annexes to the Client Agreement, the Specific Terms & Conditions and the General Terms & Conditions.

1.3 Definition of Input Management:

Input Management consists of all services in which data from different data sources are digitized, data-enriched and/or distributed and transmitted electronically to the Client's receiving systems for electronic recording or distribution. The specific Terms and Conditions for Input Management do not apply for Archive scanning (scanning of physical archives)

2. Infringement of intellectual property rights

It is incumbent on the Client to ensure that digitization of the data sources included in the Client Agreement does not represent any infringement of intellectual property rights.

PostNord Strålfors will thus not be held liable for any infringement of intellectual property rights by the Client in its use of the Input Management services. The Client will hold PostNord Strålfors indemnified for any expense and any claim that PostNord Strålfors may incur as a result of any infringement by the Client of third party patent, copyright, design rights or other intellectual property rights.

3. Data storage/processing

PostNord Strålfors will retain data for 90 calendar days after delivery of the agreed Input Management service, after which data will be deleted without liability from PostNord Strålfors' databank. It is the Client's responsibility to perform the necessary backup and storage of data sent from PostNord Strålfors to the Client.

Unless otherwise agreed, original physical documents are stored after completion of scanning for 30 calendar days after which they are shredded.

The processed data is owned by the Client and may only be used by PostNord Strålfors according to the Customer's instructions.

4. Payment

4.1 Monthly invoicing:

The Client will be invoiced monthly. The invoicing period extends from the 26th to the 25th of the following month, inclusive.

4.2 Non-scannable items

In the event that items are received that cannot be scanned, the item will be sent immediately to the Client at the Client's expense.

PostNord Strålfors will charge a fee for forwarding physical items to the Client. The fee will be charged per item.

5. Confidentiality and duty of professional secrecy

5.1 Professional secrecy:

Each of the Parties, their personnel and any sub-contractors are under a duty of professional secrecy regarding knowledge of any circumstance not in the public domain that they become aware of, at the second Party or at a third party.

The duty of professional secrecy remains in force after cessation of the Client Agreement for as long as the circumstance does not enter the public domain otherwise than as a result of a Party's breach of the Client Agreement.

5.2 Reference use:

The Parties are entitled to refer to the Client Agreement unless one of the Parties expressly and in writing opposes this until further notice.

6. Liability and compensation

6.1 Liability:

PostNord Strålfors is responsible for the Client's data from the time at which PostNord Strålfors receives data and up to the point in time when data is sent to the Client and up to when data is deleted from PostNord Strålfors' databank.

PostNord Strålfors will not be liable to pay compensation, for example, for transmission errors, falsification, data loss, security in general etc. in connection with data transmission via external links.

Furthermore, PostNord Strålfors will not be liable to pay compensation for any losses arising from the Client's own circumstances.

Any claim from the Client on PostNord Strålfors on the basis of errors or deficiencies must be presented without unreasonable delay and in such time that PostNord Strålfors can if necessary examine the electronic or physical data before deletion/destruction, cf. sections 3.

6.2 Delay:

PostNord Strålfors will not be liable to pay compensation in the event of delay in Strålfors' delivery to the Client.

6.3 Errors and deficiencies:

PostNord Strålfors will not be liable to pay compensation for loss arising from errors or deficiencies in the service delivered, including consequential losses, extra expense or the equivalent.

However, PostNord Strålfors is duty bound and entitled to seek to rectify any errors and deficiencies, to the extent that in PostNord Strålfors' view rectification can reasonably be achieved. Rectification is conditional on the Client presenting a claim without unreasonable delay, although no later than 10 days from the Client's acceptance of the service delivered and provided that data has not been destroyed or deleted, in accordance with sections 3 of these Terms and Conditions.

6.4 Loss of data:

PostNord Strålfors will be liable to pay compensation for any loss arising from loss of the Client's data, provided that the

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loss of data occurs after being received by PostNord Strålfors and provided that the loss of data occurred through wilful intent or gross negligence that is attributable to PostNord Strålfors.

In the event of loss of data, irrespective of volume, PostNord Strålfors will pay compensation only for the Client's documented financial loss as represented by the specifically documented expense for the Client's own recreation of data lost, although no more than DKK 20,000 or the Client's payments for Input Management services at PostNord Strålfors in the preceding 12 months, whichever is the lower.

PostNord Strålfors will not be liable for compensation for the Client's loss of profit, loss of use, operational loss, loss of time, foreign exchange loss or other indirect consequences of loss of data.

PostNord Strålfors will not be liable for compensation for losses that may arise from the security destruction of documents by PostNord Strålfors relative to the deadlines for destruction specified in the present terms and conditions or otherwise agreed.

If an agreement on forwarding of documents has been entered into, PostNord Strålfors will not be liable to pay compensation for losses that may arise as a result of loss, delay or damage of the latter in any way.

7. Customer's obligations - general

7.1 Cancellation or postponement of task:

If an agreed task is canceled or postponed by the Client, PostNord Strålfors A/S may require payment for the resources that have been invested in planning and initiation of the task. PostNord Strålfors A/S is further entitled to require compensation for loss of income incurred because the production system is occupied during the period agreed.

7.2 Changes to task:

If the Client requests changes to the original agreement that lead to changes having to be made to the agreed system configurations, the Client will bear the costs required for such changes. If the Client effects changes without notifying PostNord Strålfors, an hourly rate valid at any one time will be payable for the time required for error rectification at PostNord Strålfors.

7.3 Extension of delivery deadline:

In the event of delays caused by a circumstances attributable to the Client's circumstances, the delivery deadline will be extended to the earliest point in time that the task can be fitted into the production capacity during normal working hours. At the Client's request, PostNord Strålfors will examine whether any possibility exists to make up for the delay in return for payment by the Client of any extra expense involved.

8. Force majeure

PostNord Strålfors will not be held liable if the Client's loss results from a situation that PostNord Strålfors could not have prevented, or the consequences of which if PostNord Strålfors could not have avoided. Such events may include labor disputes, fire, chemical spill or the risk thereof, flood, lightning strike, power outage or similar failure of utilities, acts of God, war or war-like conditions, terrorism, bomb threats, seizure, currency restrictions, unrest, scarcity of goods, restrictions in motive power and delays or break-

downs in sub-supplies caused by any of the stated events, whose replacement is either impossible or possible only under particularly onerous conditions.

9. Transfer on cessation

At cessation of the Client Agreement, PostNord Strålfors will on payment of a separate fee assist the Client with the transfer of the Input Management system to another system or supplier designated by the Client.