

## Appendix 1 to the Special Terms and Conditions for Mit.dk

### Cloud Services - Service Terms

#### 1. SCOPE OF THE SERVICE TERMS

1.1. These Service Terms (as defined below) apply to Supplier's provision of the Solution and the Cloud Services (as also defined below) to the Customer, when the Service Terms are referenced, incorporated or otherwise attached to a Customer Agreement entered into by and between the Customer and Supplier in respect of the Solution and the Cloud Services.

#### 2. DEFINITIONS

2.1. Unless otherwise defined or the context otherwise requires, capitalised terms used in these Service Terms shall have the following meaning:

**Affiliate** means any person or entity directly or indirectly controlled by or under common control with a Party as of or after the Commencement Date, for so long as that relationship is in effect (including affiliates subsequently established by acquisition, merger or otherwise).

**Authorised Users** means any employee, consultant or other third party working for and in the interest of the Customer (or its Affiliates, if applicable, see Clause 3.2).

**Clause** means any clauses in these Service Terms.

**Cloud Services** means the services set out in the Service Description provided by Supplier under the Customer Agreement, including Customer's right to access and use the Solution.

**Commencement Date** means the date from when Supplier shall make the Solution and the Cloud Services available to the Customer as set out in the Customer Agreement.

**Confidential Information** has the meaning ascribed in Clause 19.1.

**Customer** means the entity or individual that has consented to the Customer Agreement.

**Customer Agreement** means the main agreement between the Customer and the Supplier including all its appendices

**Customer Assignment** means the appendix to the Customer Agreement that defines and details the Parties' assignments and obligations under the Customer Agreement.

**Customer Data** means any data, content, materials, video, graphics, recordings, or text, including Personal data, which

the Customer or its Authorised Users provide(s) to Supplier through their use of the Solution and the Cloud Services.

**Intellectual Property Rights** means all intellectual property rights of any kind (whether or not they can be subject to registration and whether or not they are registered or are subject to an application for registration), including, but not limited to, copyrights, patent rights, rights to inventions, rights in designs, trade or business names, domain names as well as rights in proprietary information, technology and knowhow and all other rights or forms of protection of a similar nature.

**Netcompany** means the company operating and managing the Solution and the Cloud Services as a sub-contractor to the Supplier.

**Parties** means Supplier and the Customer collectively.

**Party** means either the Customer or Supplier.

**Personal Data** means any information to an identified or identifiable person in accordance with art. 4(1) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

**Service Description** means the description of the Cloud Services as listed in the Special Terms and Conditions for mit.dk it.dk.

**Service Terms** means these terms and conditions applicable to the Cloud Services provided by Supplier to the Customer.

**Solution** means the Software-as-a-Service (SaaS) solution – mit.dk - described in the Service Description.

**Supplier** means PostNord Strålfors A/S.

#### 3. SCOPE OF ACCESS AND USAGE RIGHTS

3.1. With effect from the Commencement Date, and during the term of the Customer Agreement, Supplier grants to the Customer and its Authorised Users a limited, non-transferable, non-exclusive, revocable right to access the Solution and use the Cloud Services. For the purpose of this Clause 3.1, "use" shall mean the right to use the Solution for the Customer's own internal business purposes as intended, contemplated by and/or set out in the Service Description and as permitted by and subject to the terms of the Customer Agreement. The Customer may use the Solution to send important messages to the recipients, however, the Customer shall not use the Solution to send messages that only includes marketing material, newsletters etc.

3.2. To the extent that one or more Affiliates of the Customer are specified in the Customer Agreement, the right to use and access the Solution and Cloud Services shall also extend to such Affiliates and their Authorised Users and be part of the Customer's own access and use. The Customer shall in all respects be responsible for the acts and omissions of its Affiliates and of all Authorised Users.

3.3. The Solution and the Cloud Services may only be accessed and used by the Authorised Users, and Supplier is entitled to require that the Authorised Users accept and acknowledge Supplier's (end) user license terms as applicable and updated from time to time. The Customer shall not be responsible for its end-customers/recipients use of the features in mit.dk, as their use will be governed by an end-user agreement between Netcompany and the end-customers/recipients. Netcompany may be required to terminate its end-user agreement with an end-user/recipient at mit.dk for cause in case of the recipient's material breach of the usage terms for mit.dk (e.g. for material security reasons) and consequently such recipient cannot receive digital post or other services from the Customer through mit.dk. This is an issue to be solved directly between the recipient and the Customer and Netcompany does not assume any liability.

3.4. In order to protect the Solution against unauthorised use and copying, Supplier may incorporate controls, which can provide Supplier with information about the Authorised Users being granted access to the Solution.

3.5. Supplier shall be entitled to further develop, enhance, change or modify the Solution, provided such development, change, enhancement or modification does not materially decrease the functionality of the Solution.

3.6. Supplier may develop new modules, features or products, which may be separately marketed and priced, and which are not part of this Agreement. The Customer is however entitled to purchase such new modules, features or products by entering into a new agreement with Supplier with specific terms and prices for such new modules, features or products.

#### 4. RESTRICTIONS

4.1. The Customer and all Authorised Users shall not:

- 4.1.1. use the Solution or Cloud Services in violation of any applicable law or regulation;
- 4.1.2. copy, use, distribute, republish, download, display, transmit, sell, rent, lease, host, or sub-license the Solution or Cloud Services, save as permitted under Clause 3;

4.1.3. use the Solution or Cloud Services in the operation of a service bureau, outsourcing or time-sharing service;

4.1.4. use the Solution to store or transmit any messages, content, data or information that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libelous or invasive or any messages, content, data or information in violation of third-party rights, including privacy rights;

4.1.5. attempt to interfere with or disrupt the systems, software, network or equipment underlying or connected to the Solution or the Cloud Services,

4.1.6. modify, create derivative works of, adapt, translate, reverse engineer, decompile, or otherwise attempt to discover the source code or other technology forming part of the Solution or the Cloud Services (save as permitted by law);

4.1.7. circumvent or disclose the user authentication or security of the Solution or the Cloud Services or any host, network, or account related thereto;

4.1.8. remove any copyright notices, trademarks, trademark credits, confidentiality notice, mark, legend or other information included in the Solution or the Cloud Services.

4.2. The Customer is aware that a satisfactory use of the Solution or the Cloud Services may from time to time require certain minimum and compatibility requirements in respect of hardware, IT systems or third-party licenses. It is the sole responsibility of the Customer and its Authorised Users to meet such requirements, which may be updated from time to time (see also Clause 18.3).

4.3. Supplier reserves the right, by providing electronic notice to the Customer, to immediately suspend the Cloud Services in the event that Supplier reasonably believes that (i) the access and use of the Solution or the Cloud Services by the Customer and its Authorised Users is materially impacting any other customer or their use of the Solution or the Cloud Services, (ii) the access and use of the Solution or the Cloud Services by the Customer or its Authorised Users violates the Agreement or applicable law, including the Danish Marketing Practices Act, or (iii) the Customer or its Authorised Users are the source of any security breach or suspected security breach, or compromise of data, stored in the Solution. To the extent possible, Supplier will limit the suspension to the relevant Authorized User(s) and Supplier shall document the reason for such suspension within reasonable time. Supplier's suspension of the Cloud Services shall not limit Supplier's rights and remedies set out in the Agreement.

## **5. SUPPORT AND MAINTENANCE**

5.1. Supplier will provide support and maintenance services during the term of the Customer Agreement according to the Pricelist.

5.2. The support and maintenance services are described in the Pricelist.

## **6. SERVICE LEVELS**

6.1. Supplier offers a service level agreement for the Cloud Services. The service level agreement is attached as an Appendix to the Special Terms and Conditions for mit.dk.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1. All Intellectual Property Rights or other rights in or pertaining to the Solution or the Cloud Services and any material related thereto together with any modifications and enhancements and any other deliverables provided by Supplier under the Customer Agreement are and shall continue to be the sole and exclusive property of Supplier (and its third-party licensors), including the right to amend, modify, redistribute and transfer such Intellectual Property Rights or other rights. Except for the limited rights expressly granted herein, the Customer Agreement does not transfer any such Intellectual Property Rights or other rights to the Customer. Supplier reserves to itself all rights that are not expressly granted pursuant to the Customer Agreement.

7.2. Supplier and its subcontractors are entitled to use any ideas, suggestions, etc. provided by the Customer or its Authorised User to Supplier and its subcontractors, e.g. concerning updates and development of new functions/products. The Customer hereby - and shall procure that its Authorised Users - grants Supplier and its subcontractors a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use such ideas, suggestions, etc for the development of any software or services, without restriction and without any compensation payable by Supplier or its subcontractors.

## **8. CUSTOMER DATA AND MESSAGES**

8.1. The Customer owns and shall retain all right, title, and interest in and to the Customer Data. The Customer represents and warrants that none of the Customer Data violates the Customer Agreement and that it has all necessary right, title, interest and consent necessary to allow Supplier to use Customer Data for the purposes of fulfilling its obligations under the Customer Agreement.

8.2. The Customer bears the full responsibility for errors in

(i) Customer Data, and (ii) messages sent through the Solution, caused by the Authorized Users. This includes but is not limited to responsibility for any (i) errors in the content of the messages sent through the Solution, and (ii) transfer of the Customer Data and/or messages to the wrong recipient, caused by an Authorized Users.

8.3. Supplier does not have the right to delete or recall messages delivered through the Solution by the Authorized Users.

8.4. It is the Customer's responsibility to ensure, that the recipient of a message has agreed to receive messages from the Customer through mit.dk.

8.5. Supplier and its subcontractors uses statistical information about all shipments through the Cloud Services by the Authorized Users to improve and develop the Cloud Services. The information will further be used as anonymous information in Supplier and its and its subcontractors' statistical services.

8.6. Supplier and its subcontractors receives a non-exclusive, royalty free, perpetual, and irrevocable right to use Customer Data and data regarding the Customer's and the Authorized Users' use of the Cloud Services and the Solution solely (a) to perform Supplier and its subcontractors obligations to the Customer during the term; and (b) to improve, optimise and develop existing or future modules, products and features. The use under sub-paragraph (b) shall be in anonymized and aggregate form and in accordance with applicable law. For the avoidance of doubt, Supplier and its subcontractors shall not be entitled to use the content of messages sent through the Solution.

## **9. WARRANTIES**

9.1. Supplier warrants to the Customer:

9.1.1. it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or organization, and that it has all requisite power and authority to carry out its obligations described in the Customer Agreement;

9.1.2. it will render the Cloud Services, including the support and maintenance, in a professional and workmanlike manner in accordance with industry standards using qualified personnel with the necessary skills, qualifications and experience;

9.1.3. that the Solution and the Cloud Services will substantially operate according to the specifications stated in the Service Description;

9.1.4. before deployment, any new versions, updates, service packs, releases or hot-fixes have been tested by software generally used in the industry for such purposes to determine

that they are free from viruses and other malicious code; and 9.1.5. it will comply with laws applicable to Supplier in its role as a service provider.

9.2. In the event that the Solution or the Cloud Services do not substantially operate according to the Service Description as set in the warranty in Clause 9.1.3, Supplier will repair the Solution or the Cloud Services. If Supplier is unable to repair the Solution or the Cloud Services within forty (40) days of receiving notice of the defect, the Customer will have the right to terminate the Customer Agreement and receive a full refund of any prepaid fees.

9.3. Except as expressly provided in the Customer Agreement, Supplier makes no representations, warranties or statements, express or implied, statutory or otherwise regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of the Solution or the Cloud Services, or that the operation of the Solution or any Cloud Service will be secure, uninterrupted or error free.

## **10. INDEMNIFICATION**

10.1. Supplier will defend, indemnify and hold harmless the Customer and its respective directors, officers, employees, and agents from and against any third-party claims (including reasonable attorney's fees incurred in responding to such claim) that the Solution or the Cloud Services infringe(s) or violate(s) any third-party intellectual property rights.

10.2. In case of a third-party claim, Supplier may, at its sole option and expense:

10.2.1. Replace the relevant infringing part with a comparable non-infringing part; or

10.2.2. Procure for the Customer the right to continue using the relevant infringing part; or

10.3. The Customer acknowledges and accepts that the remedies in Clauses 10.1 and 10.2 are the Customer's sole and exclusive remedies and Supplier's sole liability regarding any third-party Intellectual Property Rights infringement claim.

10.4. Supplier, however, shall have no liability for any infringement claim if and to the extent that it arises from any:

10.4.1. use of the Solution or the Cloud Services in violation of the Customer Agreement;

10.4.2. modification of the Solution or the Cloud Services by anyone other than Supplier;

10.4.3. third-party products, services, hardware, solution, or other materials used in combination with the Solution or the Cloud Services - which are not approved by Supplier - if the

Solution or the Cloud Services would not be infringing without this combination; or

10.4.4. failure by the Customer to install any new versions, updates, service packs, releases or hot-fixes recommended by Supplier, if such installation will rectify the infringement.

10.5. The Customer will indemnify and hold harmless Supplier and its subcontractors and its respective directors, officers, employees, and agents for any and all expenses and any third-party claims (including reasonable attorney's fees incurred in responding to such claim) due to (i) any use of the Solution or the Cloud Services in violation of any applicable law or regulation, (ii) any unauthorized use of the Solution or the Cloud Services by the Authorized Users, or (iii) the collection, transmittance, use or storage of Customer Data through the Solution or the Cloud Services, including that this infringes or misappropriates the rights of a third party.

10.6. In case of a third-party claim, Clause 10 is conditional upon the Party against whom a third-party claim is brought:

10.6.1. promptly notifies the other Party in writing of such claim, provided however that any failure or delay in providing such notice shall not relieve the other Party of its obligations under this Clause 10, except to the extent such failure or delay prejudices the defence;

10.6.2. refrains from making any admissions;

10.6.3. grants the other Party the right and authority to fully control and settle the claim; and

10.6.4. reasonably cooperates in the defence of such claim.

## **11. LIMITATION OF LIABILITY**

11.1. In case of Supplier's non-material breach of the Customer Agreement, the Customer's sole remedy is Supplier's remedial and/or corrective action of the breach in question within 30 days or a pro rata return of the fees paid if such remedial action proves unsuccessful.

11.2. The aggregate liability of each Party to the other for any and all losses or damages whatsoever arising out of or in connection with the Solution and the Cloud Services delivered pursuant to these Service Terms shall not exceed an amount of damages exceeding the fees paid for the Solution and the Cloud Service in the twelve (12) months prior to the date of the first event giving rise to liability.

11.3. Under no circumstances shall either Party be liable to the other or any other party, for any loss or damage (whether or not the other Party had been advised of the possibility of such loss or damage) in any amount, to the extent that such loss or damage is (i) consequential, indirect, special or punitive; or

(ii) for any loss of profits, loss of business, loss of business opportunity, loss of goodwill, or loss of revenue or anticipated savings.

11.4. To the maximum extent permitted under the applicable law, Supplier disclaims any product liability.

11.5. The foregoing exclusions and limits of liability will not apply to: (i) either Party's fraud or willful misconduct, or (ii) the Customer's breach of the access and usage rights or non-payment of fees.

## **12. TERM AND TERMINATION**

12.1. Term and termination is regulated in the Customer Agreement.

12.2. If Supplier is no longer entitled to disclose messages from public senders in mit.dk, Supplier shall notify the Customer. This shall not be considered a breach of Supplier's obligations under the Customer Agreement but instead the Customer shall be entitled to terminate the Customer Agreement for convenience with immediate effect.

## **13. NON APPLICABLE**

## 14. CONSEQUENCES OF TERMINATION

14.1. In case of termination of the Customer Agreement, the Customer shall - in any event - immediately stop using the Solution and the Cloud Services.

## 15. FEES AND PAYMENT

15.1. The relevant fees and time of invoicing are set forth in the Price Appendix to the Customer Agreement.

15.2. In addition to the clause on prices and price change in PostNord Strålfors' General Terms and Conditions (PNSGTC), Supplier shall be entitled to increase the fees once a year with effect as of 1 January with the higher of (i) the development in the net price index (in Danish "*nettoprisindekset*") published by Statistics Denmark by comparing the index for October in the year prior to the yearly adjustment with October the year before, or (ii) 2%.

15.3. Further, if the costs of producing or providing the Solution or the Cloud Services increase due to new regulatory requirements or other costs reasonably outside the control of Supplier, Supplier shall be entitled to increase the fees correspondingly by a notice of 90 days.

15.4. If any sales taxes, including VAT, are imposed by reason of the Customer Agreement, the Customer agrees to pay such taxes. Furthermore, the Customer agrees to pay all imposts, taxes and dues imposed in connection with the Customer

Agreement. Supplier will be responsible for all taxes related to its personnel or business operations, including taxes based on the net income of Supplier and any taxes payable upon the payroll of Supplier personnel.

## 16. AUDIT RIGHTS

16.1. The Customer shall without undue delay provide all documentation and information reasonably requested by Supplier in order for Supplier to verify the Customer's compliance with the Customer Agreement.

16.2. Supplier may also at its own expense engage an independent auditor to audit the Customer's use of the Solution or the Cloud Services, including by visits to the premises of the Customer. Any such audit will be conducted upon reasonable notice to the Customer and during Customer's normal business hours. Customer shall reasonably cooperate in such audit. If the audit uncovers material non-compliance on the part of the Customer, the Customer shall pay Supplier's expenses to the auditor.

## 17. FORCE MAJEURE

17.1. Either Party is entitled to suspend the performance of its obligations under the Customer Agreement (without any liability) if such performance is impeded due to force majeure, meaning any extraordinary circumstances beyond the

reasonable control of such Party.

17.2. The Party claiming to be affected by any circumstance referred to in Clause 17.1 shall, without undue delay, notify the other Party of the intervention and of the cessation of such circumstance.

17.3. Notwithstanding any other provisions of the Customer Agreement, either Party is entitled to terminate the Customer Agreement without liability if the performance of the Customer Agreement has been suspended under Clause 17.1 for more than 60 days.

## 18. AMENDMENTS

18.1. Supplier is entitled to amend the Cloud Service Terms by providing the Customer with 20 days written notice.

18.2. Notwithstanding the above, if revisions are strictly necessary to ensure compliance with applicable law, the Customer is obliged to accept and adhere to such revisions in writing.

18.3. For the avoidance of doubt, Supplier may without the acceptance of the Customer with 90 days prior written notice to the Customer change, amend and update any technical and functional aspects, specifications and/or requirements related to the Solution or the Cloud Services, however, subject to the limitation in Clause 3.5.