

K02
STANDARD CONTRACT FOR LONG-TERM IT PROJECT

Contract

for

delivery, [operation] and maintenance of an IT system for [...]

made between

...

...

...

(hereinafter the "Customer")

and

...

...

...

(hereinafter the "Supplier")

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1. DEFINITIONS

Working Day

Monday to Friday except for public holidays, 24 December, 31 December and 5 June (the Danish Constitution Day).

User documentation

Description(s) of Delivery functions and application and configuration possibilities aimed at end-users, super users, system managers and other users who are not to gain insight into architecture or code.

Partial delivery

An identified and delimited part of a Delivery, to be delivered during a Phase.

Documentation

Any description related to the Delivery, including User Documentation and System Documentation, cf. Appendix 4.

Operation

Execution of the Software representing the Delivery or any part or parts thereof.

Phase

Period for execution of a Partial Delivery to be concluded by a partial delivery test and, if appropriate, deployment.

Faults

Any services delivered are faulty if they fail to satisfy the warranties provided by the Supplier, or if their content or function does not meet the Customer's reasonable expectations based on the Contract, unless only trivial matters are involved. See also the definition of Defects.

Good IT Practice

Performance according to good practice in a particular field, as generally accepted by the IT industry.

Deployment Date

The date on which the Customer first uses the Delivery or any part thereof for the day-to-day execution of its business tasks.

Installation Date

The date on which the Supplier proves to the satisfaction of the Customer that any equipment included in a Partial Delivery or a Delivery is properly installed and functional on the Customer's premises, and when licences for Software on the agreed equipment are available.

The Contract

This Contract with its appendices and any subsequent amendments and addenda.

Requirements Specification

The requirements for the Delivery as specified by the Customer in Appendix 3, including any changes and additions incorporated by the Supplier.

Customised Software

Software classified and recorded in Appendix 3 as software adapted, adjusted or developed specifically for the Customer in connection with the Supplier's performance of the Contract.

Delivery

Any services to be delivered in pursuance of the Contract on or before the Acceptance Date. These may include Software, equipment, Documentation, implementation, instruction and other services to be provided on or before the Acceptance Date. Neither Operation nor maintenance and support will be included in the Delivery even if carried out prior to the Acceptance Date.

Delivery Description

Comprises Requirements Specification and Solution Description.

Solution Description

The Supplier's description of the way in which the Supplier complies with the Customer's Requirements Specification.

Defects

Any Delivery is defective which does not comply with the warranties provided by the Supplier, or which otherwise fails to meet the Customer's reasonable expectations based on the Contract, in terms of content or function, unless only trivial matters are involved. See also the definition of Faults.

Notice

Written communication in pursuance of clause 29.2 or notice given at a steering group meeting as included in approved minutes.

Public Institution

Ministries, agencies, government-owned enterprises, independent public enterprises (*in Danish referred to as "SOV"*), municipalities, regions, public administrative bodies, municipal enterprises, boards and commissions as well as independent institutions essentially financed out of public funds. State-owned public companies and public companies with municipal participation are not covered.

Open Source Licence

Licence terms for Open Source Software, permitting the Customer to carry out changes to the Software on the basis of a source code made available by the licensor to the Customer, other customers or the general public, whether the licensor is the Supplier or a third party.

Open Source Software

Software delivered or made available in source code as well as in machine-readable form on the basis of an Open Source Licence.

Option

A right for the Customer to purchase additional specified services as described in Appendix 3, at such prices and subject to such other terms as stipulated by the Contract. An Option may be ordered for delivery at the time of and as part of the Delivery or as a Separate Task.

Acceptance Date

The date on which the Supplier passes the acceptance test, provided that the Customer subsequently approves the acceptance test in writing, or the Customer wrongfully deploys the Delivery in full or in part, cf. clause 10.

Parties

Parties means the Customer and the Supplier, and "Party" means either of the said Parties.

Software

Comprises Customised Software and/or Standard Software.

Releases

A minor update of Standard Software or Customised Software, including corrective action. Generally characterised by a change of the Software identification number by one decimal (e.g. from 5.0 to 5.1).

Separate Task

Options or changes not tested as part of the Delivery.

Standard Software

Software not classified and recorded as Customised Software in Appendix 3.

Standard Maintenance and Standard Development Tools

Maintenance and development tools generally available on the Danish market on usual commercial terms.

System Documentation

Description of the Delivery aimed at operational personnel, developers and other personnel groups who need to gain insight into architecture and code for the purpose of changing parameters, correcting, maintaining and/or operating the Software.

Version

An update containing substantially changed functionality. Generally characterised by the main version number being changed (e.g. from 5.1 to 6.0).

2. BACKGROUND AND PURPOSE

[To be adapted on an individual basis – describe the background of the contract and the customer's purpose of the delivery.]

3. SCOPE OF DELIVERY

3.1 General

The Supplier shall deliver the services as described in the Delivery Description (Appendix 3), including any Options ordered.

The Delivery Description (Appendix 3) comprises the Requirements Specification and the Solution Description.

Prior to the date of the Contract, the Supplier has incorporated all necessary changes and additions to the draft requirements specification prepared by the Customer, possibly in dialogue with the Customer, so that the Solution Description may be assumed to comply with the Requirements Specification in full. A clarification phase will also be implemented for the purpose of ensuring further alignment between the Customer's needs and the Supplier's solution, cf. clause 5.1.

If it is found after the date of the Contract that the Requirements Specification is not complied with by the Solution Description after all, the Supplier must supplement or change the Solution Description as required and provide any such further services as may be necessary to comply with the Requirements Specification and the Contract in general. Any such services must be delivered subject to the same terms and conditions as those provided for by the Contract, including no further payments and within the time limits specified in the time schedule.

If the Solution Description includes more functionality, equipment, etc., than necessary to comply with the Requirements Specification, and where this has not been specifically defined as an Option or other change possibility to be ordered separately, the Supplier must effect delivery thereof in addition to complying with the Requirements Specification.

The Supplier is responsible for the delivery, which implies that the Supplier is to deliver all services, including Software, equipment and Documentation which will – together with

the Customer's existing IT environment, the Supplier's instructions for changes thereto and requirements for the Customer's participation – comply with the Delivery Description and the Contract in general.

3.2 Software

In the course of performing the Contract, the Supplier shall deliver Standard Software and Customised Software as specified in the Delivery Description (Appendix 3).

3.3 Equipment

The Supplier shall deliver the equipment specified in the Delivery Description (Appendix 3), or any other Equipment which may be necessary to satisfy the requirements of the Contract.

3.4 Documentation

The Supplier shall provide the Documentation necessary to utilise the Delivery, including System Documentation for the technical interfaces in the Delivery as described in the Delivery Description. In addition, the Supplier shall provide the Customer with the Documentation necessary to enable third parties, on reasonable and customary terms and conditions, to take charge of Operation and carry out maintenance of Software and equipment as well as any changes to Customised Software as stipulated by other provisions of the Contract.

The Documentation is specified in Appendix 4, including a statement of the Documentation to be provided by the Supplier in connection with the acceptance test, partial delivery tests or other tests. The Documentation for the technical interfaces must satisfy the requirements set out in Appendix 4. Unless otherwise stated in Appendix 4, all Documentation must be provided and approved on or before the Acceptance Date.

The Documentation must be formulated in accordance with Good IT Practice and must satisfy the requirements specified in the Contract, including in Appendix 4.

If the Supplier carries out changes to the Delivery, including in the course of maintenance, the Documentation provided must be changed at the same time, to ensure that the Documentation continues to satisfy the said requirements. The same shall apply to

Options.

User documentation must be available in Danish, and all other Documentation must be available in Danish or English unless otherwise stated in Appendix 4. The customary amount of Documentation may be made available to the Customer as an integral part of the relevant Software or as online documentation, including by way of the Supplier's designation of a website etc. through which the Customer may gain access to the Documentation.

3.5 Conversion

If the Supplier is to convert data or offers such conversion as an Option, the relevant requirements are set out in Appendix 3, including format, media, etc., for data to be inserted. Appendix 3 also specifies the deadline for exercising any Option.

The conversion will be completed within the time limits specified in the time schedule (Appendix 1).

In connection with the insertion of data, the Supplier must arrange for the necessary counts, checks, etc., to verify the correctness of the initial data.

The Customer is responsible for the quality and presence of original data in the agreed format, cf. Appendix 3, and for making it available to the Supplier.

3.6 Other services

In addition to the services specified in clauses 3.1 – 3.5 above, the Supplier must – in the performance of the Contract – deliver all other services stated in the Delivery Description (Appendix 3).

4. CUSTOMER'S IT ENVIRONMENT

The Customer's IT environment, which is significant to the Delivery and to the maintenance and any operation of the Delivery, is described in Appendix 2.

Appendix 2 includes the Customer's description of its existing IT environment, including licences, as well as the Supplier's specification of any necessary changes to the Customer's IT environment in order for the requirements of the Contract to be satisfied. If the change possibilities listed in Appendix 3, including by the exercise of Options, make any other demands on the Customer's IT environment, any such demands must be specified in Appendix 2.

If the Supplier's demands are met, the Delivery and the provision of maintenance and Operation, if applicable, will be sufficient – with the Customer's IT environment and the Customer's participation, cf. clause 5.4 - to satisfy the requirements under this Contract. It is a condition that no faults exist in the Customer's IT environment, and that there are no unmet assumptions, cf. Appendix 2, of any significance to the Supplier's satisfaction of the requirements under this Contract. If the Customer's IT environment does not meet the said demands, the Supplier will be released from the obligation to satisfy the requirements for the Delivery, maintenance or Operation, if applicable, to any extent justified by the Customer's failure to meet the Supplier's assumptions as stated in Appendix 2.

The Customer must expect that the Supplier's maintenance obligation after the expiry of the warranty period will be based on the condition that the Customer has an up-to-date IT environment. The Supplier undertakes to state new requirements and descriptions on or before the date on which installation of new Versions or Releases on the Customer's premises is offered. If the Parties cannot reach an agreement on the need for continuous development of the IT environment, the procedure described in clause 27.3 will be implemented.

5. EXECUTION OF DELIVERY

5.1 Clarification phase and withdrawal

5.1.1 Clarification phase

In accordance with the time schedule (Appendix 1), there will be a clarification phase comprising all parts of the services to be delivered under the Contract, with particular emphasis on the Delivery. If the Customer orders one or more Options when signing the Contract, for delivery at the time of and as part of the Delivery, any such activities will be included in the clarification phase.

The object of the clarification phase is to provide an insight for the Supplier into the Customer's needs, business procedures and IT environment, and to provide the Customer with an insight into the Supplier's solution proposal with a view to achieving a further specification of the content and purpose of the Delivery in particular.

The Parties will review each individual requirement and solution proposal with a view to assessing the content of the Customer's needs, and the way in which the needs are met by means of the solution proposal and the associated assumptions. A further assessment will be made as to whether a more appropriate Delivery can be achieved by changing the Requirements Specification and/or the Solution Description, in view of the Customer's needs and the Supplier's possibilities.

The Parties are mutually bound to account for the content and assumptions of the requirements/solutions indicated by the Party in question and take an active approach to the requirements/solutions stated by the other Party. This shall apply in relation to the Requirements Specification and Solution Description as well as to other parts of the Delivery.

In the clarification phase, each of the Parties shall make a considerable effort with reference to the complexity of the Delivery, including taking part in analyses, workshops and demonstrations, etc. The activities during the clarification phase are described in Appendix 1 and Appendix 3.

Completion of the clarification phase shall not relieve the Supplier of the responsibility for the compliance of the services under the Contract with the Delivery Description and the Contract in general, cf. clause 3.1.

On the basis of the clarification phase the Supplier shall make a proposal for a revised Delivery Description describing the Delivery in detail. Also, the Supplier shall state how the change possibilities in Appendix 3 will be taken into account. With the proposal for a revised Delivery Description the Supplier shall state any implications as to time schedule, remuneration and other terms.

The proposal for a revised Delivery Description and any other changes to the Contract must be presented to the Customer for approval subject to the deadlines set out in the time schedule, cf. Appendix 1. The Customer must state in writing within 20 Working

Days whether the proposal can be approved. Any change to the Delivery Description and to the Contract in general must be verifiable and fully traceable, cf. clause 29.3.

The proposal for a revised Delivery Description and any other changes to the Contract must be approved by the Customer if it is specified therein how requirements and descriptions in the Contract will be complied with, and any implications as to time schedule, remuneration and other terms of the Contract are acceptable to the Customer.

If the Customer cannot approve the proposal for a revised Delivery Description and does not wish to exercise the right of withdrawal, cf. clause 5.1.2, the Delivery Description and the other parts of the Contract will remain unchanged.

5.1.2 Customer's right of withdrawal

The Customer is entitled to withdraw from the Contract in its entirety for up to 20 Working Days after the Customer's written rejection of the Supplier's proposal for a revised Delivery Description, cf. clause 5.1.1, but no later than the date specified in the time schedule (Appendix 1), the Customer may withdraw from the Contract in its entirety. Notification of any such withdrawal must be given by Notice.

Upon withdrawal both Parties' obligations to any continued performance of the Contract will cease to apply.

Subject to payment of compensation for withdrawal, any material, such as reports, tables and diagrams, and any knowledge generated during the clarification phase up to the withdrawal date may be used by the Customer for alternative satisfaction of the Customer's needs. However, this shall not include prototypes or trade secrets relating to the products that were to be delivered under the Contract.

The Customer shall pay compensation for withdrawal to the Supplier. The compensation is set out in Appendix 12.

5.2 Project organisation and personnel

With a view to ensuring proper performance of the Contract, a project organisation will be established as described in Appendix 10, comprising in particular a steering group and a project management. In this connection, the Parties must ensure that the project has

the necessary embedding in the management of each of the Parties, to enable the necessary decisions to be made at all times during the project at the speed required by the circumstances.

The Supplier has the proactive duty in respect of initiating the co-operation between the Parties, but the Customer is assumed to take an active part in the project management.

The Parties are under a mutual obligation to point out, without undue delay and in accordance with the agreed decision-making processes, any Faults or Errors in documents drawn up by the other Party, including Requirements Specification and Solution Description and any other matters pertaining to the performance of the Contract of which the Parties may become aware. The same shall apply to any other matters of importance to the proper execution of the project in accordance with the time schedule and the Contract in general.

Appendix 10 describes the reporting requirements imposed on the Parties, and the requirements for holding project and progress meetings.

Neither of the Parties is entitled to replace its project manager prior to approval of the acceptance test for the Delivery, or any other key employees listed in Appendix 10 without the consent of the other Party, unless such replacement is due to the personal circumstances of the employee, including termination of employment or any similar circumstances. The new project manager or key employee must hold at least the same qualifications.

To secure the continuity and quality of the work, the Parties must as far as possible avoid replacing employees working on the project. Any replacement should not inflict any additional costs or expenses on the other Party, and the new employee must hold at least the same qualifications. A Party must be notified in writing of the replacement of a project manager or a key employee.

A Party must replace an employee upon request where such request is reasonably justified.

5.3 Maturity

Prior to entering into the Contract, the Customer and the Supplier have answered the maturity questions that the Customer is asked in Appendix 11, and the Supplier is asked in Appendix 8.

Based on their answers, the respective maturity levels of the Customer and the Supplier are determined according to the guidelines included in Appendix 8 and Appendix 11, and the maturity level is entered in the respective Appendices.

In fulfilling their respective obligations under the Contract, the Supplier and the Customer must each achieve their respective maturity levels, cf. Appendix 8 and Appendix 11.

Any failure by the Customer or the Supplier to achieve the stated maturity level will constitute a breach of that Party's obligations equivalent to any other obligations imposed on that Party under the Contract. However, neither of the Parties may claim any remedies for breach merely due to a failure to meet maturity requirements that can be of no relevance to the Party's delivery/participation obligation under the Contract.

Notwithstanding the maturity level stated by the Customer or the Supplier in Appendix 8 and Appendix 11 respectively, the Customer and the Supplier are bound to fulfil their respective obligations under this Contract. Neither the maturity level stated by the Customer nor by the Supplier may subsequently entitle the Party in question to rely on an answer in Appendix 8 or Appendix 11 as justification for its non-performance.

5.4 Customer's participation

Appendix 11 states the extent to which and the times at which the Customer shall participate in the Supplier's performance of the Contract, including by making available information, employees, premises and equipment, etc., and participating in any tests requiring the Customer's participation. In addition, the Customer shall provide such general participation as may reasonably be expected. Appendix 11 specifies the Customer's competencies, and the Customer's participation must be provided at the level of competence so specified.

The time requirements for the Customer's participation must be set out in the time schedule in Appendix 1.

The information in Appendix 11 is to be seen as estimates of the Customer's participation, and during the project it may become necessary to make adjustments, in terms of scope as well as content. If the Customer incurs increased costs due to any such adjustments, such costs must be reimbursed by the Supplier. It is a condition of the Customer's entitlement to reimbursement that the Customer has notified the Supplier in advance.

The Supplier shall give the Customer written notice immediately if the Customer fails to participate as agreed or as may reasonably be expected. The Customer shall notify the Supplier in writing, giving reasons therefor, as soon as the Customer must anticipate a risk of a delay in its participation.

5.5 Quality assurance

The Supplier shall maintain quality assurance in the course of the execution of the Delivery which duly satisfies the requirements of Appendix 3 and Good IT Practice.

5.6 Audit

The Customer may at any time check the Supplier's work with a view to uncovering any risks of exceeding the time schedule as well as whether the Supplier is complying with the requirements for continuous quality assurance of the work. In this connection, the Customer may request the Supplier to prepare a detailed resource plan for all activities directly or indirectly contributing to the performance of the Contract, including the Customer's participation.

The Customer's audit may also include checking whether the Supplier achieves the maturity level stated by the Supplier, cf. Appendix 8, including whether any failure to achieve the stated maturity level may be of relevance to the Supplier's performance of the Contract.

Likewise, the Supplier is entitled to check from time to time whether the Customer's participation is in accordance with the maturity level stated by the Customer, cf. Appendix 11, including whether any failure to achieve the stated maturity level may be of relevance to the Supplier's performance of the Contract.

Audits will be performed by an independent expert appointed in accordance with the pro-

visions of clause 27.2. Decisions by the independent expert will be final and binding on both Parties.

Disputes relating to the interpretation of the Contract or any other legal issues may not be resolved by the expert.

Audits will be subject to Notice given with 10 Working Days' prior notice and to a maximum number of two per year. The cost of the independent expert will be payable by the party requesting the audit, but cf. below.

If the Supplier has exceeded the deadline for a partial delivery test, the acceptance test, the service level test or any other agreed penalty deadline, or if the Supplier acknowledges that it will be exceeding such deadline, more audits per year than the maximum number stated above may be performed on the Supplier's premises. In that case, the cost of the independent expert will be payable by the Supplier. The same shall apply in case of any Fault in the services delivered that would constitute a bar to acceptance.

If the Customer does not provide the participation stated in Appendix 1 and Appendix 11, or the Customer acknowledges that such participation will not be provided, more audits per year than the maximum number stated above may be performed on the Customer's premises. In that case, the cost of the independent expert will be payable by the Customer.

Each Party shall to a reasonable extent and without separate remuneration provide any assistance necessary to perform the audit.

Audits involve no limitation of the Supplier's responsibility for satisfying the requirements of the Contract. If audits give rise to any changes to the Contract, such changes will be carried out in accordance with clauses 6 and 29.3.

If possible, audits must be arranged so as to cause the least possible inconvenience to the execution of the Delivery.

5.7 Security

The Supplier, the Supplier's personnel, subcontractors and their personnel shall implement and observe the security requirements set out in Appendix 3 in connection with the performance of the Contract. If any satisfaction of the said requirements involves requirements for the Customer's participation, other than the activities the Customer is expected to handle on the basis of its own rules and procedures, the Supplier must indicate this in Appendix 11.

The Customer may check the Supplier's compliance with the security requirements according to rules similar to those specified for audits, cf. clause 5.6.

5.8 Use of subcontractors

The Supplier may not without the Customer's written consent delegate the performance of the Contract to subcontractors unless provided for by the Contract. Such consent may not be unreasonably withheld by the Customer.

Notwithstanding any consent by the Customer to the use of a specific subcontractor, the Customer is entitled to contact the Supplier in any and all matters.

The Supplier may not without the written consent of the Customer use Open Source Software as part of the Delivery, other than as and when provided for by the Contract. Any consent by the Customer shall not relieve the Supplier of the duty to fulfil its other obligations under the Contract, cf. paragraph 3 of clause 23.4.

6. CHANGES

6.1 General

After the signature of the Contract, either Party may request changes according to the following guidelines.

6.2 Changes to be delivered as part of the Delivery

If Appendix 3 states that Options and other changes may be ordered for delivery together with and as part of the Delivery, and if the Customer places the order by Notice within

the time limits set out in Appendix 3, the change will become part of the Delivery and must in each and every respect be treated as if originally included in the Contract as part of the Delivery, including with regard to testing, Acceptance Date and remuneration, unless otherwise stated in Appendix 3.

6.3 Changes to be delivered as a Separate Task

Where Options or other changes are not ordered as part of a Delivery, such delivery will be effected as a Separate Task.

Unless otherwise stated in the Contract, any such Separate Task will be subject to the same requirements as those applying to the Delivery with regard to testing, warranties, penalties, maintenance and support as well as Operation, if applicable.

The calculation of any penalty, compensation, etc., will be based on the agreed remuneration for the Separate Task, including an estimated amount for services remunerated on an hourly basis, and any breach of warranty or other breach relating to such tasks will be dealt with separately from the Delivery as such.

6.4 Customer's change request

The Customer's change request must be submitted in writing to the Supplier.

The Supplier shall without undue delay after receipt prepare an estimate of the expected remuneration for preparing a solution proposal for the requested change. The estimation must be based on the hourly rates set out in Appendix 12. The estimate must be submitted to the Customer for approval.

When the Customer has approved the estimate, the Supplier will implement the processing of the change request.

The Supplier shall, without undue delay and no later than 20 Working Days after the Customer's approval of the Supplier's estimate by Notice, submit a solution proposal, stating any implications for the Delivery, maintenance and support and Operation, if applicable, including time of delivery, the Customer's participation and increase or reduction of the Supplier's remuneration and estimate for services payable on an hourly basis. In addition, the solution proposal must include the elements described in Appendix 9.

If the Supplier demonstrates in the solution proposal that the requested change cannot be carried out due to material technical or functional considerations, the Supplier is not obligated to comply with the change request. However, this shall not apply to any change listed in Appendix 3 at the time of the signature of the Contract as a potential change, including in the form of Options.

In case of any disagreement between the Parties as to the consequences of a change request, the Customer is entitled to be given the requisite access to the basis of the Supplier's solution proposal. In respect of price calculation models and similar trade secrets, the Supplier may require any such review to be carried out by an independent third party who is subject to a duty of confidentiality. The Customer may at any time arrange for an independent third party who is subject to a duty of confidentiality to review the Supplier's solution proposal in accordance with clause 5.6.

If the Customer can approve the Supplier's solution proposal, the change will be incorporated into the Contract in accordance with clause 29.3.

If the solution proposal is approved, the Supplier's remuneration for the preparation thereof will not be payable. If the solution proposal is not approved, the Supplier may charge a reasonable amount for preparing the solution proposal. The amount will be calculated according to time spent at the hourly rates stated in Appendix 12 and taking into account the Supplier's estimate.

If the Customer's change request has only insignificant consequences for the satisfaction of the Customer's needs in relation to the full scope and complexity of the Delivery and involves only insignificant induced expenditure for the Supplier, the Supplier must comply with the change request without any additional remuneration.

6.5 Supplier's change request

If the Supplier wishes to make any change in relation to what has been agreed between the Parties, a written request must be submitted to the Customer.

The Supplier's change request must provide a detailed description of the change and its consequences for the Delivery, maintenance and support and Operation, if applicable,

including any changes to the Requirements Specification, Solution Description, time of delivery, the Customer's participation and increase or reduction of the Supplier's remuneration and estimate for services payable on an hourly basis. In addition, the change request must include the content described in Appendix 9.

The Customer must without undue delay and no later than 20 Working Days after receipt indicate by Notice whether the change request can be complied with.

If the Supplier's change request has only insignificant consequences for the satisfaction of the Customer's needs in relation to the full scope and complexity of the Delivery and involves only insignificant induced expenditure for the Customer, the Customer must comply with the change request without financial compensation.

6.6 Change log

The Supplier shall keep a joint change log containing all relevant Documentation concerning changes, including dated change request and solution proposal, and shall incorporate the changes into the Contract in accordance with the provisions of clause 29.3. A further description of the procedure for change management is included in Appendix 9.

6.7 Changes without Supplier's consent

If the Customer makes any changes to IT environment, Software or equipment which are not described in the Contract, without the Supplier's consent, and if this has a significant impact on the proper functions of the Delivery, the Supplier is entitled to require to be released from any future obligation in relation to the Delivery, including the obligation of taking corrective action, undertaking maintenance and support as well as Operation (if applicable), as and when this is reasonably justifiable. Any reinstatement by the Customer of the original situation will cause the Supplier's obligations to revive.

The Supplier is entitled to verify that the original situation has been reinstated, and to be remunerated therefor by a reasonable amount calculated on the basis of time spent.

The Supplier will consent in advance to the Customer and/or its management operator carrying out standard maintenance and support and Operation, provided this does not involve any interventive action contrary to Appendix 5 or Appendix 15.

7. DELIVERY

7.1 Place of delivery

The Supplier shall deliver at the address stated in Appendix 3.

7.2 Time schedule

The Supplier shall deliver the individual parts of the Delivery in accordance with the time schedule in Appendix 1.

Any Operation and maintenance and support must be delivered from the dates specified in Appendix 5 and Appendix 7.

Any change which is subsequently ordered for delivery as a Separate Task, cf. clause 6.3, must be delivered according to a time schedule to be agreed.

Where Notice is given subject to 10 Working Days' prior notice, each Party is entitled to extend a deadline stipulated in the time schedule three times following discussions with the other Party. Any extension of a deadline will, at the same time, include one or more subsequent deadlines by up to the same number of Working Days.

If a Party wishes to extend one or more deadlines, the other Party may demand that one or more of the subsequent deadlines be extended by up to the maximum number of Working Days by which the other Party has extended a deadline. Any counter-extension may, however, always amount to up to 20 Working Days. Notice of counter-extension must be given no later than 5 Working Days after receipt of the Notice of extension from the other Party.

In case of extension of deadlines, the time schedule in Appendix 1 must be amended accordingly, cf. clause 29.3.

A Party's total extensions in relation to the time schedule may not exceed 40 Working Days. The calculation will not include a Party's counter-extension of deadlines. Payments will be deferred accordingly. The Parties are not entitled to recover any costs or expenses incurred in connection with an extension, including interest on deferred payments.

7.3 Division into Phases

If the Delivery is divided into Partial Deliveries, Appendix 1 and Appendix 3 provide a statement of the number of Phases, deadlines and the specific contents of the individual Partial Deliveries.

Tests will be conducted for each Partial Delivery and for the Delivery as a whole, cf. clause 8.

A Partial Delivery may be deployed subject to the conditions set out in clause 9.

Acceptance of Partial Deliveries will be effected jointly upon approval of the acceptance test for the Delivery, cf. clause 10.

8. TESTING

8.1 General

Unless otherwise stated in Appendix 14, a Delivery will be tested by a factory test and a partial delivery test for each Phase, and an acceptance test and a service level test for the Delivery as a whole. If a Partial Delivery can be deployed separately, cf. clause 9, a service level test will also be conducted for any such Partial Delivery. Only when the acceptance test for the Delivery as a whole has been approved by the Customer in writing will the Delivery be deemed to have been accepted. Any specific approval procedures applying to parts of the Delivery are described in Appendix 14.

If equipment is delivered, an installation test will also be conducted.

The deadline for conducting a test appears from the time schedule, cf. Appendix 1.

Partial Delivery tests, acceptance tests and service level tests must be conducted in circumstances as closely corresponding to normal operation as possible.

Upon completion of a test, the Supplier must immediately prepare a report on the testing process, listing any Faults found. For the service level test, the Customer will prepare the report in connection with the conduct of the test unless the Supplier is to take charge of the Operation, in which case the Supplier will prepare the report.

A test is passed when the required test result has been achieved. The Customer must give Notice as to whether the test can be approved. If the test cannot be approved, the Customer must no later than 10 Working Days after completion of the test give the Supplier Notice of the cause of the failure of approval. If the Customer fails to give Notice of approval within the said time limit, the Supplier may give Notice that the test is deemed to have been approved unless the Customer gives Notice of rejection of the test within 10 Working Days.

If the Customer issues approval of a test notwithstanding the presence of Faults which are known to the Parties, such Faults must be entered on the list. Any failure to include a Fault on the list shall not constitute a waiver on the Customer's part of claiming corrective action in respect of the Fault. This shall not apply, however, if the Fault or any other deviation was explicitly pointed out to the Customer when the approval was issued, and the Parties at the same time changed the Delivery Description (Appendix 3) and other appendices so as to match the changes implied by the failure to take corrective action.

The Supplier shall remedy any Faults which were known to the Parties, but which did not bar approval of the test. If a time schedule for taking corrective action has not been agreed in connection with the approval of the test, corrective action will be taken subject to the deadlines set out in the maintenance plan. The Supplier must provide the requisite documentation to the Customer showing that corrective action has been taken.

If a test is not passed, the Supplier is entitled to repeat the test until the Customer elects to terminate the Contract with immediate effect, in full or in part, according to the relevant provisions. The test must be repeated subject to not less than 5 Working Days' prior notice. The Supplier may at any time during the procedure discontinue a test if the approval criteria for a test are not met, so that all resources may be allocated to remedy the Fault. Where a test has been discontinued, it will be deemed not to have been passed, and the Customer is entitled to require the whole test to be repeated. The Supplier must reimburse the Customer's reasonable and ordinary external additional costs incidental to the repetition/postponement of the test.

Any comments on or review or approval of a test on the Customer's part shall not be interpreted as a change of the requirements that may be imposed under the Contract, un-

less the Delivery Description (Appendix 3) and other appendices are changed at the same time, as stated above.

8.2 Factory test

A factory test includes testing of Software, equipment and Documentation, where this is possible without any direct connection to the Customer's IT environment.

The factory test is conducted on the Supplier's and/or its subcontractors' premises in accordance with the requirements in Appendix 14.

8.3 Installation test

The Supplier's installation of any equipment will be completed by an installation test designed to show that the agreed equipment and Software have been duly connected in a functional condition on the Customer's premises as and to the extent required to conduct partial delivery test/acceptance test or generally as specified in Appendix 1 and Appendix 3.

If the master time schedule specifies that installation is to be take place in several stages, an installation test will be conducted for each installation in respect of the equipment and Software set out in Appendix 1 and Appendix 3 for the respective installations.

The content of the installation test is determined, and the installation test is to be conducted in accordance with the requirements in Appendix 14.

8.4 Partial delivery test

The purpose of the partial delivery test is primarily to establish whether the agreed functionality and Documentation of the Partial Delivery in question satisfy the requirements of the Contract. If this is stated in Appendix 14, the partial delivery test may include tests of certain service level goals in addition to the test conducted in the course of the service level test, as well as any other matters. The partial delivery test will be conducted by the Supplier with the active participation of the Customer.

The partial delivery test will be conducted for each Phase as stated in Appendix 14. The partial delivery test comprises the part of the Delivery which is delivered during the Phase in question as well as integration with any earlier Partial Deliveries. Generally, there will be no testing of functionality etc. that has been approved during an earlier Phase unless provided for in Appendix 14, or unless the Customer can demonstrate a specific reason therefor.

The procedures, content and approval criteria for the Partial Delivery test are set out in Appendix 14 for each Phase.

If the Customer approves a partial delivery test despite Faults, such Faults must be set out in a list. If the Faults have not been remedied by the date of the subsequent partial delivery test, they will also be deemed to constitute Faults for the purpose of that test unless the Parties have made other arrangements for remedying the Faults. If the Faults have not been remedied by the date of the acceptance test, they will also be deemed to constitute Faults for the purpose of that test.

If a partial delivery test is not passed in accordance with the time schedule in Appendix 1, and this is not due to the Customer's circumstances, the Customer is entitled to put the Partial Delivery or any part or parts thereof into service. However, this shall only apply if the Customer was entitled to Deployment upon approval of the partial delivery test, cf. clause 9. In that case, the Customer shall pay a reasonable proportion of the payment associated with approval of the partial delivery test in accordance with the payment schedule in Appendix 12. Any use by the Customer shall be subject to the condition that it causes no material inconvenience to the Supplier's completion of the Delivery or conduct of the agreed partial delivery test, unless the Customer can prove that Deployment is necessary in order to avoid substantial losses.

8.5 Acceptance test

The purpose of the acceptance test is to establish whether the agreed functionality for the Delivery and the Documentation as a whole satisfies the Contract requirements. If so stated in Appendix 14, the acceptance test also comprises a test of certain service level goals in addition to the test carried out as part of the service level test, as well as any other matters. The acceptance test will be carried out by the Supplier with the Customer's active participation.

If the Delivery is divided into Phases, the acceptance test will also comprise the final Partial Delivery, cf. clause 8.4, and any other matters which the earlier Partial Deliveries or circumstances in general give rise to testing, including integration with previous Partial Deliveries.

In connection with changes, including Options, ordered for delivery as a Separate Task, cf. clause 6.3, the acceptance test must also include integration to the original Delivery.

The procedures, content and approval criteria for the acceptance test are specified in Appendix 14.

If the acceptance test is not passed in accordance with the time schedule in Appendix 1, and this is not due to the Customer's circumstances, the Customer is entitled to put the Delivery into service in full or in part. In that case, the Customer must pay a reasonable proportion of the payment associated with the approval of the acceptance test in accordance with the payment schedule in Appendix 12. Any use by the Customer shall be subject to the condition that it causes no material inconvenience to the Supplier's completion of the Delivery or conduct of the agreed acceptance test, unless the Customer can prove that Deployment is necessary in order to avoid substantial losses.

8.6 Service level test

The service level test is aimed at measuring service level goals in the Customer's normal operational situation. The service level test will be conducted by the Customer with active contribution from the Supplier. However, the Supplier is responsible for conducting the test if the Supplier is in charge of the Operation.

If the Delivery is divided into Phases, a service level test will be conducted for each Partial Delivery which has been approved by the Customer, and which may be put into service by the Customer in accordance with Appendix 3.

In connection with any changes, including Options, ordered for delivery as a Separate Task, cf. clause 6.3, the service level test must include the original Delivery.

The procedures, content and approval criteria of the service level test are set out in Appendix 14.

The Customer shall commence the service level test no later than 20 Working Days after

approval of the partial delivery test or acceptance test, as the case may be. Otherwise, the service level test for the Partial Delivery/Delivery in question will lapse unless the Customer commences the test within 15 Working Days after receipt of Notice containing a demand from the Supplier. Such Notice may be given after the expiry of the time limit for commencement of the test and must state that failure to commence the service level test will result in the lapse of the test. The Customer must give the Supplier Notice of the date of commencement of the test, subject to not less than 10 Working Days' prior notice.

During the service level test, the Supplier must from time to time optimise the Delivery to any extent necessary and remedy any Faults found. In addition, the Supplier must be at the Customer's disposal for answering any questions concerning the use of the Delivery, including providing hotline service etc.

The service level test must comprise at least 20 consecutive Working Days during which the Delivery has been in Operation with normal functions.

In circumstances in respect of which the Supplier does not bear the risk, and which prevent the normal use of the Delivery, the service level test must be suspended. Subsequently, the deadline for the service level test must be extended by the number of Working Days lost due to the suspension. Unless the lost number of Working Days is a full figure, it will be increased to the nearest higher number of full Working Days.

9. DEPLOYMENT

The Delivery may be deployed by the Customer from the Acceptance Date.

If the Delivery is divided into Partial Deliveries, the Customer may deploy a Partial Delivery on approval of the partial delivery test if this is provided for in Appendix 3. In that case, paragraph 3 of clause 11.1, paragraph 4 of clause 12 and paragraphs 3 and 4 of clause 13.1 shall apply.

In addition, the Customer may in the circumstances set out in clause 8.4 and clause 8.5 exceptionally deploy a Partial Delivery or the Delivery, even if the Supplier does not pass a partial delivery test or an acceptance test, as the case may be. The Supplier's obligations to maintain the Delivery/Partial Delivery in whole or in part, including providing hot-

line service, liability for taking corrective action, etc., will only become effective, however, upon the Customer's approval of the partial delivery test or the acceptance test, notwithstanding any earlier deployment by the Customer hereunder.

10. ACCEPTANCE

The Delivery is accepted by the Customer upon approval of the acceptance test, cf. clause 8.1.

In case of Deployment of the Delivery or any part or parts thereof before the Acceptance Date without prior agreement thereon, cf. clause 9, or without prior compliance with the conditions set out in clause 8.4 or clause 8.5, the Supplier is entitled to request the Customer by Notice to discontinue any such deployment. If the Customer fails to comply with the request within 20 Working Days, the parts of the Delivery so deployed will be deemed to have been accepted by the Customer.

The Delivery shall be held at the Supplier's risk until the Acceptance Date. In case of any Deployment of the Delivery in whole or in part prior to the Acceptance Date, the risk concerning the relevant parts of the Delivery will pass to the Customer as from the Deployment Date.

Any equipment will only be at the Supplier's risk until the Installation Date, however.

For any changes, including Options, ordered for delivery as a Separate Task, cf. clause 6.3, acceptance will be effective when the Customer has given Notice to the Supplier, approving the test.

11. MAINTENANCE AND SUPPORT

11.1 General

The Supplier undertakes to provide maintenance and support in respect of the Delivery as from the Acceptance Date.

The actual scope of maintenance and support as well as the provision thereof are specified in Appendix 5. Maintenance of Software invariably includes the associated Documentation, but cf. clause 17.5.

In case of Deployment of an approved Partial Delivery before the Acceptance Date, the Supplier must provide maintenance and support in respect of the Partial Delivery as stated in Appendix 5. The Customer will pay fees for maintenance and support prior to the Acceptance Date as stated in Appendix 12.

The Customer is not obligated to make updates by way of new Versions or Releases. If any such update is a condition for the Supplier's achievement of service level goals, this will be set out in Appendix 5, stating the maximum number of Versions/Releases with which the Customer may be in arrears. Also, any such update may be a condition for the Supplier's duty to take corrective action in pursuance of the maintenance plan, cf. clause 14.4.2.

Maintenance must be provided in accordance with Good IT Practice and by qualified personnel with knowledge of the Delivery. When providing maintenance and support, the Supplier must achieve the maturity level stated by the Supplier, cf. Appendix 8. The provision of clause 5.6 on the Customer's right to perform audits shall apply correspondingly.

11.2 Maintenance plan time limits

Time limits for the Supplier's commencement of corrective action are set out in Appendix 6, but cf. clause 17.5 for third party software.

The classification of a Fault depends, in particular, upon whether the Fault is critical to the performance of the Customer's tasks, and whether the Fault may be worked around. Work-around means, e.g., use of other and/or additional entries or functions and the Customer's use of changed work processes.

Faults are classified jointly by the Parties in connection with the Customer's report on the Fault. In case of disagreement as to classification of the Fault, the provisions of clause 27.2 will apply. Pending a resolution of the disagreement as to the reported Fault, the Supplier must remedy the Fault in relation to the Customer's classification.

The time limits for commenced and completed corrective action start to run on the date when the Supplier has received the Customer's exhaustive complaint, cf. Appendix 5, until the date when the Supplier has commenced corrective action or has remedied the Fault

and has notified the Customer accordingly, cf. Appendix 5. If the Supplier uses remote diagnosis by agreement with the Customer, any corrective action will be deemed to have been commenced at the date when the Supplier has established or attempted to establish the agreed connection.

11.3 Performance

Corrective action and other maintenance work must be planned and performed so as to cause the least possible convenience to the Customer.

In case of maintenance work carried out at the Supplier's instance, and where it has not been determined in advance when the Supplier is to carry out maintenance, the Customer must, if possible, be given not less than 10 Working Days' prior notice thereof, cf. Appendix 5.

The Customer may demand that maintenance work be carried out outside the Customer's business hours. In that case, the Customer will pay an additional charge in accordance with Appendix 12, irrespective of the cause of the maintenance work.

If maintenance work requires the Customer's use to be interrupted in full or in part, the Supplier must obtain prior permission from the Customer to do so. If the Customer refuses to grant such permission immediately following the Supplier's request, this shall be deemed to constitute a postponement of the maintenance work in question at the Customer's request. If the postponed maintenance gives rise to a failure to achieve service level goals, cf. Appendix 6, or any other requirements, the Supplier will not be liable therefor during the postponement of the maintenance.

In the course of corrective action, the Supplier must from time to time keep the Customer informed of the progress thereof.

12. OPERATION

If the Supplier is to be in charge of Operation or offers this as an option, the service and the terms and conditions governing the service are set out in Appendix 7, which also specifies the time limit for the exercise of any option. In such cases, paragraphs 2-4 below will likewise apply. The Customer's right to delegate the Operation to third parties, cf. paragraph 5 below, applies in all cases.

The provisions of clauses 5.5, 5.6 and 5.7 on quality assurance, audit and security shall apply correspondingly, except for maturity requirements.

The Supplier will be in charge of the Operation as from the Acceptance Date.

If the Supplier is to take charge of the Operation of the Delivery, the Supplier must also take charge of the Operation of the Partial Delivery unless otherwise stated in Appendix 7. The conditions for Operation are set out in Appendix 7. The Customer shall pay fees for Operation as specified in Appendix 12.

If it has not been agreed that the Supplier is to take charge of the Operation, the Customer may at any time delegate the Operation to a third party of the Customer's choice. If the Supplier has special requirements for – or special conditions apply to – any such Operation by a third party, this must be stated in Appendix 7. Any such requirements should not be unreasonable and must be substantiated. The Customer accepts that the Supplier may impose justified, reasonable and technical demands on the Operation by a third party as a condition for the achievement of the service level goals to be achieved by the Supplier under the Contract. Any such demands must likewise be specified in Appendix 7.

The Supplier undertakes to make the necessary Documentation and Customised Software available to third parties for the purpose of the Operation, unless otherwise stated in Appendix 7.

13. SERVICE LEVEL GOALS

13.1 General

The purpose of service level goals is to define requirements for response time, reaction time and accessibility. The service level goals are determined in Appendix 6.

The service level goals apply to the entire Delivery unless otherwise specifically stated in Appendix 6.

In case of Deployment of an approved Partial Delivery prior to the Acceptance Date, the Supplier must achieve the service level goals set out in Appendix 6.

In case of Deployment of an approved Partial Delivery prior to the Acceptance Date, it is a condition for the Supplier's warranties concerning service level goals that the Customer has purchased a maintenance subscription for the Partial Delivery in accordance with the provisions of Appendix 5.

In case of any disagreement between the Parties as to the classification of a Fault or as to whether the requirements for service level goals have been satisfied, clause 27.2 will apply.

13.2 Failure to achieve service level goals

Appendix 6 classifies failure to comply with response time and reaction time into different fault categories (fault categories I, II, III, IV and V), stating a weighted value for each category. If different requirements apply to different parts of the Delivery, this will also be stated in Appendix 6.

Non-compliance with response time and reaction time requirements in any calendar month should not exceed the weighted values stated in Appendix 6.

14. PRICES

14.1 General

All prices are quoted in Danish kroner (DKK). Prices include customs duties and other taxes, except for value added tax (VAT). In case of any changes to Danish tax rates, prices will be adjusted by the economic net result so as to safeguard the position of the Supplier.

Prices are fixed unless otherwise stated in Appendix 12.

Prices include insurance until the Acceptance Date, for any equipment only until the Installation Date, however.

Prices include transport, food and accommodation for the Supplier's employees unless otherwise stated in Appendix 12.

14.2 Delivery payment

The delivery payment represents payment for all services included in the Delivery, other than the following amounts: Remuneration payable on the basis of hourly rates, cf. clause 14.3, fees for maintenance and support, cf. clause 14.4, Operation, cf. clause 14.5, and periodical payments for the use of Software, cf. clause 14.6.

An itemisation of the operational payment, any periodical payments for the use of Software and estimate for services payable at an hourly rate is provided in Appendix 12.

For any changes, including Options, to be delivered as a Separate Task, cf. clause 6.3, a separate delivery payment will be fixed.

For the purpose of calculating the delivery payment according to clause 18.1.2, clause 21 and clause 27.3, however, any periodical payments for the use of Software for four years as from the Acceptance Date, as well as any remuneration for services payable on the basis of hourly rates at the latest approved estimate, will be included, except for maintenance and support.

14.3 Remuneration based on hourly rates

For services payable on the basis of time spent, the Supplier has set out a remuneration estimate in Appendix 12. The remuneration estimate must be specified by month, indicating the input of resources for the allocated employees for the months in question. The same shall apply to any changes, cf. clauses 6.2 and 6.3. It is the Supplier's responsibility in each and every respect to ensure that the remuneration estimate is reasonable, subject however to the Customer having provided accurate information.

The Supplier shall from time to time reassess the estimate. On or before the 8th day of the month, the Supplier shall submit a follow-up for the previous month and a revised estimate for the remaining period. Any deviation upwards or downwards in relation to the latest estimate provided must be substantiated. If the Customer has any comments on the revised estimate, the Supplier must be notified in writing without undue delay.

The Supplier's remuneration appears by multiplying the number of hours spent for the employees directly involved in the performance of the task, at the hourly rates stated in Appendix 12 for the given class of employee, to be adjusted in accordance with the

guidelines in Appendix 12. Each employee must complete time sheets on an ongoing basis, recording the time spent and describing the work performed. The Supplier must upon request substantiate the time recordings to the Customer.

The remuneration charged by the Supplier shall not exceed the estimate where this would be due to circumstances that the Supplier ought to have foreseen when providing the estimate. The Supplier shall notify the Customer if it must be anticipated that a remuneration estimate cannot be expected to be complied with. Such notification must include a detailed explanation of the cause of the expected excess and an itemised remuneration estimate for the remaining part of the work.

14.4 Maintenance and support

14.4.1 Fees

Fees for maintenance and support will be payable at the amounts stated in Appendix 12. The fees will be payable from the Acceptance Date, to be adjusted according to the guidelines in Appendix 12.

In case of Deployment of a Partial Delivery prior to the Acceptance Date, cf. clause 9, remuneration therefor will be payable as stated in Appendix 12.

14.4.2 Corrective action

If corrective action is taken by way of delivery of a new Version or Release, and if the Customer does not want any such Version or Release to be installed, the Supplier is entitled to separate remuneration for any further work relating to the corrective action in respect of the Faults in question that could otherwise have been remedied by the installation of the Version or Release in question.

The Supplier is not entitled to separate remuneration during the warranty period, however, if the Customer's rejection of a new Version/Release is based on the fact that the installation would involve not inconsiderable extraordinary expenditure or inconvenience to the Customer.

14.4.3 Fault reporting

If the Customer wrongfully reports a matter as a Fault, and it subsequently turns out that the Customer's report was based on a lack of instruction, misuse or other factors not attributable to the Supplier, the Supplier may claim remuneration at a reasonable level for considering the Customer's report.

If the Customer misclassifies a Fault, and it subsequently turns out that the Fault should have been classified as stated by the Supplier, the Supplier may claim reimbursement of any documented additional expenditure, including in connection with any overtime work necessitated by the Customer's misclassification.

14.5 Operation

In the case of any Operation by the Supplier, cf. clause 12, all operational services will be payable by way of a monthly operational remuneration as set out in Appendix 12. Such remuneration will be payable from the Deployment Date if the Supplier is in charge of the Operation, to be adjusted according to the guidelines in Appendix 12.

14.6 Periodical payments and other payments

Periodical payments for the use of Software and other amounts will be payable at the rates set out in Appendix 12.

15. INCENTIVES

If an incentive scheme has been agreed for the Supplier, it will be described in Appendix 13.

16. TERMS OF PAYMENT

The Customer shall pay the delivery payment in accordance with the payment schedule in Appendix 12, provided that the Supplier has delivered the services stipulated in the time schedule in Appendix 1 by the date of invoicing. In the case of changes, including Options, to be delivered as a Separate Task, cf. clause 6.3, payment will be made subject to the same conditions according to a separate payment schedule and time schedule.

If any Faults are found during the acceptance test which do not prevent approval of the acceptance test, 10 % of the amount payable upon approval of the test will be withheld until the Faults have been remedied, or the list of Faults has otherwise been closed by agreement between the Parties.

Fees for maintenance, support and periodical payments for the use of Software will be payable by the Customer as stipulated in Appendix 12.

Services remunerated on an hourly basis will be payable monthly in arrear. Payment will be withheld to the extent that the total amounts payable for a service up to and including the month in question exceed 90 % of total estimated payments until that time. Any outstanding amount will be paid on the Acceptance Date, but cf. the final paragraph of clause 14.3.

However, the Customer is under no obligation to pay until after 30 calendar days from receipt of a satisfactory invoice.

In respect of any amounts payable prior to the Acceptance Date, other than fees for Deployment prior to the Acceptance Date, payment is subject to the condition that the Supplier has provided an irrevocable demand guarantee from a reputable bank or insurance company as security for repayment of the amount. The text of the guarantee must be submitted to the Customer for approval.

17. WARRANTY

17.1 GENERAL WARRANTY

Provided that any requirements concerning the Customer's IT environment are satisfied, cf. clause 4, and that the Customer provides the agreed participation, cf. clause 5.4, the Supplier warrants that the Delivery, maintenance and Operation, if applicable, satisfy all requirements under the Contract and Good IT Practice. Should this not be the case, the Supplier must, without any additional charge and within the time limits set out in the Contract, cf. Appendix 1, deliver what is required for the proper performance of the Contract.

If the Customer has imposed a mandatory requirement for certain specified Open Source Software, the Customer will, however, bear the risk of any Faults as well as of any ex-

traordinary costs incurred in connection with the Supplier's compliance with its maintenance obligations that must be attributed to such Open Source Software, and that ought not to have been avoided by the Supplier.

If the mandatory requirement relates only to Open Source Software in general, however, the Customer will only bear the risk of Faults and extraordinary maintenance cost in so far as, in choosing the specific Open Source Software, the Supplier did not foresee or ought not to have foreseen such Faults or extraordinary maintenance costs.

The Supplier warrants that, in providing services under the Contract, it will use adequate and qualified resources and achieve the maturity level specified in Appendix 8.

The Supplier warrants that equipment and Software meet the requirements as to function, capacity, architecture, security, interfaces and integration set out in the Delivery Description (Appendix 3) as well as the Contract in general.

The Supplier warrants that, for Customised Software design methods, quality standards, programming language and program development tools are applied in accordance with Good IT Practice, and that open interfaces are applied.

The Supplier warrants that in the Software delivered, only Open Source Software covered by the licences specified in Appendix 15 are used.

17.2 Customer's participation

The Customer undertakes to provide the agreed participation, cf. clause 5.4, to satisfy the stated maturity level, cf. clause 5.3.

The Supplier warrants that the Requirements for the Customer's participation set out in Appendix 11, are suitable and adequate for ensuring that the Delivery satisfies the requirements under the Contract, but cf. paragraph 3 of clause 5.4.

If the Customer's use of the Delivery is conditional upon the Customer's users having attended a training course recommended and conducted by the Supplier, this will be specified in Appendix 11.

17.3 Change possibilities

The Supplier warrants that the Delivery and the Operation, if applicable, may be changed in accordance with the provisions thereon in Appendix 3.

For any changes, including Options, ordered for delivery as a Separate Task, cf. clause 6.3, the Supplier warrants that personnel can be made available as specified in Appendix 3.

The Supplier further warrants that any agreed changes, including Options, will not restrict the existing properties of the Delivery, nor impede/restrict the continued satisfaction of the requirements in terms of functionality, performance, service level goals, integration, etc., unless otherwise stated in Appendix 3.

17.4 Maintenance and changes carried out by third parties

The Supplier covenants to integrate changes delivered by third parties with the Delivery provided the technical solution of the change satisfies requirements for interfaces etc. as provided for by Appendix 3 and Good IT Practice generally. The Supplier will be remunerated separately therefor.

The Customer is entitled to carry out maintenance of or changes to Software or to delegate such maintenance or changes to third parties, unless otherwise stated in Appendix 15, cf. clause 23.

If the Customer is entitled to carry out maintenance of or changes to Software or to delegate such maintenance or changes to a third party, the Supplier warrants:

- That the Software has been executed appropriately, so as to enable a third party to carry out maintenance and changes without requiring an unreasonable amount of resources, provided that the third party in question holds the qualifications normally expected for the purpose of a task of that type.
- That the Software and equipment delivered are formulated in such a way that maintenance and changes can be carried out by a third party using Standard Maintenance and Standard Development Tools unless otherwise stated in Appendix 15.

- That – if specified in Appendix 15 that maintenance and changes cannot be carried out by using Standard Maintenance and Standard Development Tools – the Supplier will, in accordance with clause 23.3, make the necessary maintenance and development tools etc., in which the Supplier holds the rights, available to the Customer or a third party designated by the Customer for the purpose of the task. If the Supplier holds rights in such maintenance and development tools etc. under licences, clause 23.1 shall apply.

17.5 Liability for subcontractors

The Supplier accepts liability for subcontractors' products and services under the Contract as if they were the Supplier's own products and services.

In case of any Fault in third-party products which the Supplier ought not to have recognised or foreseen at the time of the Contract, and which is in the nature of a Fault in the Software in relation to the subcontractor's specifications (program error), and not a Fault in relation to the requirements for the Delivery in the Contract (system error), the following limitations apply to the Supplier's duty to take corrective action:

- The Supplier must immediately report the Fault to the producer of the Standard Software and obtain its confirmation that the report is accepted as a Fault Report. The Supplier must at suitable intervals follow up on the fault report, reporting back to the Customer.
- The Supplier must make every effort to limit the scope of the problem, including by suggesting an appropriate work-around.
- When a third party has delivered a correction of the Fault in question or possibly other Faults or has designated a relevant work-around, the Supplier must immediately arrange for information of the Customer and installation on the Customer's premises if this is generally included in the agreed maintenance.

The limitation of the corrective action by the Supplier shall not apply to any Software specifically excepted under Appendix 3. Software from the Supplier's affiliated companies cannot be excepted. The limitation involves no limitation of the requirements for approval

of partial delivery test, acceptance test or service level test, nor of any other remedies available to the Customer.

As to Open Source Software, the limitation of the Supplier's duty to take corrective action shall not apply, unless the software in question is included as an integral part in a sub-contractor's Standard Software.

17.6 Warranted service level goals

The Supplier warrants that the service level goals specified in Appendix 6 will be sustained from Deployment and until termination of the maintenance obligation. If specific service level goals apply to any period of deployment prior to the Acceptance Date, this will be stated in Appendix 6.

For the purpose of sustaining the warranted service level goals, the Supplier must provide preventive and corrective maintenance as specified in clause 11.

17.7 Third-party rights

The Supplier warrants that the services delivered will not infringe the rights of any third parties, including patents or copyrights.

The warranty is subject to the condition that the Customer notifies the Supplier immediately by Notice if the Customer becomes aware of any infringement of rights, and that the Customer duly provides the Supplier with any necessary assistance for the purpose of any proceedings.

If Open Source Software is included in the Delivery at the Supplier's option, the Supplier may replace the chosen Open Source Software by other Software. Any such replacement should not affect the utility of the Delivery to the Customer, nor should the replacement inflict additional loss or expenditure on the Customer.

17.8 Compliance with rules

The Supplier warrants that all services delivered comply with relevant mandatory rules and the non-mandatory rules set out in Appendix 3 in their current form at the date of the Contract or at the date of a change order, as the case may be.

Appendix 5 states whether and if so to what extent the introduction of new rules after the date of the contract is covered under the Supplier's maintenance plan.

17.9 Warranty period

The warranty period for a Delivery and a Separate Task is one year, running from the Acceptance Date. The warranties relating to third-party rights (clause 17.7) and compliance with rules (clause 17.8) shall apply without any time limitation.

If Deployment of a Partial Delivery is possible prior to the Acceptance Date, cf. clause 9, the Partial Delivery will also be covered by warranty during the period from approved partial delivery test until the Acceptance Date. This shall not apply, however, in the case of Deployment under clauses 8.4 and 8.5. In the case of Deployment of equipment prior to the Acceptance Date, such equipment will only be covered by warranty for a period of one year from the Deployment Date. The warranted service level goals are subject to the condition that a maintenance subscription has been purchased by the Customer for the Partial Delivery in accordance with Appendix 5.

New units delivered under the warranty in replacement of defective units and any other corrective action are covered by warranty until the expiry of the original warranty period, subject to a minimum period of 3 months as from the date of the replacement or the corrective action.

Maintenance and other continuing services are covered by warranty. Any claims concerning such services must be made within a year from the date of delivery of the said services.

18. BREACH BY SUPPLIER

18.1 Delay

18.1.1 Duty to notify

The Supplier shall submit a Notice to the Customer, stating the reasons therefor, as soon as the Supplier must anticipate a risk of delay or any other failure of proper performance of the Contract.

18.1.2 Penalty

If one of the deadlines for acceptance test, service level test or any other penalty deadline specified in Appendix 1 is exceeded, the Supplier must pay a penalty for each Working Day or part of a Working Day by which the agreed deadline is exceeded.

The penalty will amount to [...]% of the delivery payment for each Working Day or part of a Working Day.

The total penalty for delay concerning a Delivery shall not exceed [...]% of the delivery payment.

Accrued penalty will be payable upon demand by Notice from the Customer. If the Supplier does not receive such Notice from the Customer within 12 months from the agreed Acceptance Date, the Customer's penalty entitlement will lapse.

If the Supplier complies with the original deadline for acceptance test plus any extensions for reasons due to the Customer's circumstances, the Customer's entitlement to penalty in respect of all preceding penalty deadlines will lapse. Any penalty already paid must be repaid together with the instalment of the delivery payment payable upon approved acceptance test.

18.1.3 Other remedies available to Customer

In all other respects, the general Danish law on remedies for delay or non-delivery shall apply, but cf. clauses 20, 21 and 22.

18.2 Defects

18.2.1 Remedying

For the parts of the Delivery which are covered by the maintenance plan, the Supplier shall remedy any Faults in the Delivery in pursuance of the said plan as specified in clauses 11 and 13 and Appendix 5.

For the other services, the Supplier shall arrange for any Faults to be remedied if necessary to pass the service level test, or if notice of a Fault is given within the warranty period.

Upon completion of corrective action, the Supplier must notify the Customer accordingly.

Any disagreement as to whether the Supplier's corrective action is adequate must be resolved in accordance with clause 27.2.

In addition, reference is made to the limitations of the Supplier's duty to undertake corrective action in relation to third-party products as set out in clause 17.5.

18.2.2 Penalty for exceeding service level goals

If the service level goals in Appendix 6 are exceeded, the Supplier must pay a penalty in accordance with the principles set out in Appendix 6.

The total penalty for failure to achieve service level goals for any one month shall not exceed the maintenance fee for the month in question.

Accrued penalty will be payable monthly upon demand submitted by Notice from the Customer. If the Supplier does not receive such Notice from the Customer within 12 months from the end of a month, the Customer's penalty entitlement for that month will lapse.

18.2.3 Proportionate reduction

The general provisions of Danish law on proportionate reduction apply.

In calculating the relevant depreciation equivalent to the reduction, regard must be had to the useful value that is not available to the Customer as a result of the Fault.

For matters giving rise to the payment of a penalty, a proportionate reduction may only be claimed where the Customer documents a depreciation in excess of the penalty paid.

18.2.4 Other remedies available to Customer

In respect of other remedies for Defects, the general rules of Danish law apply, but cf. clauses 20, 21 and 22.

19. BREACH BY CUSTOMER

If the Customer is in breach of its payment obligations under the Contract, the Supplier is entitled to interest in pursuance of the provisions of the Danish Interest Act.

The Supplier is further entitled to terminate the Contract with immediate effect in respect of certain defined services if the Supplier submits a demand by Notice to the Customer to the effect that the Customer has breached its payment obligations concerning the services defined as specified, and that any failure to pay within 40 Working Days will result in termination of the Contract in respect of the said services, unless the Customer fulfils its payment obligations within the time limit.

The Customer will be liable for any documented losses suffered by the Supplier due to the Customer's failure to perform its obligations to participate in the execution of the Delivery, cf. clause 5.4, if the Supplier has submitted a demand by Notice, specifying partly that the Customer has committed a specified breach of its obligations to participate, and partly that any failure on the Customer's part to participate within 15 Working Days will render the Customer liable for the Supplier's documented losses.

Any other remedies are subject to the general provisions of Danish law, but cf. clauses 20, 21 and 22.

20. TERMINATION WITH IMMEDIATE EFFECT BY CUSTOMER

20.1 Conditions for termination

The Customer may terminate the Contract for material breach. Termination for Defects is conditional upon any failure to remedy the Defects within a reasonable time, cf. Appendix 6 on requirements as to reaction time and accessibility.

The Customer may limit termination to a part of the Contract.

Any breach by the Supplier of its operational obligations, where applicable, will not give rise to termination in respect of any other services under the Contract. If the operation contract, cf. Appendix 7, provides for a period of non-termination for the Supplier, any such provision shall only apply if the Customer is in a position to have a third party manage the Operation on usual business terms.

If the Supplier is in material breach of its maintenance obligations during the warranty period, the Customer is entitled to terminate the Contract with immediate effect, in full or in part. After the expiry of the warranty period, the Supplier's breach of its maintenance obligations may only give rise to such termination in respect of any other services under the Contract if the maintenance is of material significance to the Customer's continued use of the Delivery, and the Customer cannot have the maintenance provided by a third party.

The following circumstances shall be deemed to constitute material breach:

- Exceeding deadlines for approved acceptance test and service level test for the Delivery by more than 40 Working Days in total.
- If an independent expert has decided by audit, cf. clause 5.6, that the Supplier's failure to achieve the maturity level in Appendix 8 is of material significance to the Supplier's delay in relation to the time schedule in Appendix 1 or to the Supplier's ability to deliver without material Defects, and the Supplier has not shown during a renewed audit by the independent expert that the maturity level has been achieved within a deadline determined by the independent expert.
- Exceeding an agreed Acceptance Date for a change to be delivered as a Separate Task, cf. clause 6.3 by more than 30 Working Days.
- The Supplier's bankruptcy, unless the bankrupt estate announces, without undue delay following a written application from the Customer, that the estate will become a party to the Contract.
- The Supplier's suspension of payments, opening of composition negotiations or a substantial deterioration of the Supplier's financial position in general, endan-

gering the proper performance of the Contract.

- The Supplier's discontinuance of the business to which the Contract relates, or the occurrence of any other circumstances seriously endangering the proper performance of the Contract.

20.2 Settlement on termination

In case of termination, the Supplier must immediately repay all amounts received from the Customer, without any deductions for depreciation or ordinary wear and tear. The Customer must return any parts of the Supplier's services which are affected by the termination, in the state and condition in which they are found on the Customer's premises. The Customer incurs liability under the general provisions of Danish law for any loss due to any use of the Delivery that could not have been foreseen. The Supplier shall undertake dismantling.

The Customer is, however, entitled to use parts of the Supplier's services until alternative solutions can be provided. In that case, the amounts received from the Customer for what is affected by the termination will not be repaid until the date of return.

Until such return, the Customer shall pay a reasonable amount for the benefit to the Customer of the services, including – where relevant - for Deployment prior to the Acceptance Date. Upon the return of parts of the Delivery, the useful value will basically be determined as the sum total of any operational payment, fee for maintenance and periodical payments for the use of Software (or possibly a proportion of a fixed lump sum). Such payments and fees will be payable in proportion to the Customer's enrichment from the use.

For the part of the Delivery affected by the termination, the agreement on maintenance and Operation, if applicable, will cease to apply upon the return, whereas the Supplier will continue to be bound to maintain and manage any Operation of any such parts of the Delivery as are not affected by the termination, subject to the existing terms, provided always that the Supplier's payment shall be reduced proportionately. However, the Supplier may demand that payment for maintenance and/or any operation pertaining to the remaining part of the Delivery be adjusted as reasonably justified.

21. COMPENSATION AND INSURANCE

The Parties shall be liable to pay compensation under the general rules of Danish law. Compensation can only be claimed for any matters giving rise to payment of a penalty if and to the extent that the Customer can prove any loss in excess of the penalty amount. In any case, the combined amount of compensation and any penalty will be limited to the delivery payment, however. If an independent expert has decided by audit, cf. clause 5.6, that a Party's failure to satisfy the maturity requirements, cf. clause 5.3, has a significant effect on that Party's material breach of the Contract, the maximum amount of the combined compensation and penalty will be increased by 25%.

In no case will the Parties be liable for any loss of profit, consequential loss or any other indirect loss. Loss of data will be deemed to constitute indirect loss, except in cases where this is due to the Supplier's Operation or other data handling where this is covered under the Contract.

The above restrictions will only apply if the loss is not attributable to gross negligence or intentional conduct on the part of the Party causing the loss.

The Supplier is subject to product liability according to the general provisions of Danish law. In addition, the Supplier shall maintain a product liability insurance for five years from the Acceptance Date. The amount of product liability for property damage is limited to DKK 5 million for any one occurrence.

For any parts of the Delivery in respect of which a maintenance or Operation agreement has been entered into, the product liability insurance will be kept on foot throughout the maintenance and operation period.

22. FORCE MAJEURE

Neither the Supplier nor the Customer will be held liable to the other Party in respect of any circumstances beyond the Party's control which the Party ought not to have foreseen at the time of signature of the Contract or of an agreement for changes, as the case may be (including strikes), nor ought to have avoided or overcome. Circumstances relating to a subcontractor shall only be deemed to constitute force majeure, if the subcontractor is affected by an impediment covered by the first sentence, above, which ought not to have been avoided or overcome.

Force majeure in case of delay can at the most be relied upon to the extent of the number of Working Days affected by the force majeure situation. If a deadline for the Supplier is extended due to force majeure, any payments relating thereto will be deferred accordingly.

Force majeure may only be relied upon where the Party in question has notified the other Party within five Working Days after the occurrence of the force majeure event.

The Party not affected by force majeure is entitled to cancel the Contract, in full or in part, or an agreement on changes, as the case may be, if the agreed Acceptance Date is exceeded by 60 Working Days due to force majeure. In case of any such cancellation, both Parties must return any property received from the other Party as soon as possible, and no further claims will thereafter exist between the Parties. In addition, the Customer may cancel an agreement on maintenance or Operation, if applicable, with effect for all future services, if the Supplier is prevented from providing such services due to force majeure for a period of 20 Working Days within a period of 3 months.

23. RIGHTS IN SOFTWARE AND DOCUMENTATION

23.1 General

The Customer acquires a right of use in respect of the Software and Documentation delivered, for Standard Software cf. also clause 23.2, and for Customised Software cf. clause 23.3.

The Customer is not entitled to copy Software and Documentation beyond what is necessary for the Operation and security of the Delivery. The Customer may delegate the Operation and maintenance of the Delivery to a third party.

The content of the right of use pertaining to Software and Documentation is described in Appendix 15. However, the wording of Appendix 15 will not imply that the Delivery Description is not complied with, or that the wording of clause 23.2 or clause 23.3 is derogated from.

The sole purpose of Appendix 15 is to determine the content of the right of use, including the restrictions of the right to assign the right of use. If Appendix 15 includes additional

provisions, e.g. concerning duration, installation, breach, maintenance, warranty, liability, etc., the Parties agree that any such provisions will be disregarded as between the Supplier and the Customer.

Likewise, if the Customer is required as a consequence of claims from subcontractors to sign licence terms directly vis-à-vis the subcontractors, such licence terms will be disregarded as between the Supplier and the Customer insofar as the provisions do not concern the content or scope of the right of use. The Supplier shall indemnify the Customer from any claims from subcontractors based on the said licence terms for which the Customer is not liable under this Contract.

The Documentation is subject to the Supplier's and/or any subcontractors' copyrights as well as any licence terms and must be used in accordance with the relevant provisions of the Danish Copyright Act.

The right of use will be transferred on the Acceptance Date. For the parts of the Delivery in respect of which the Customer is to make payment prior to the Acceptance Date in accordance with Appendix 12, the rights will pass on the date of payment, however. In addition, the rights in the Delivery will pass at the time of payment described in the final paragraph of clause 8.5. In case of termination with immediate effect, the rights in respect of the parts of the Supplier's services affected by the termination will revert to the Supplier after the Supplier's repayment of the amount received from the Customer, including by payment of the demand guarantee, cf. clauses 16 and 20.2.

It is stated in Appendix 3 whether it is Standard or Customised Software.

23.2 Standard Software

Upon the Customer's acceptance of Standard Software, the Customer acquires a right to use the Standard Software in accordance with the rights holder's standard provisions as set out in Appendix 15.

The right of use is indefinite unless otherwise specifically provided in Appendix 15.

If the Contract covers maintenance of Standard Software, the Customer will receive a corresponding right of use in respect of any subsequent change to the Standard Software.

The Customer's right of use in respect of Standard Software also includes a right for the Customer itself or by a third party to maintain the Standard Software unless otherwise stated in Appendix 15.

Apart from the assignments mentioned in clause 25, the Customer may assign its rights in the Supplier's Standard Software to a third party according to the provisions of Appendix 15.

23.3 Customised Software

23.3.1 Customer's rights

The Customer holds an indefinite right of use unless otherwise stated in Appendix 15 in programs and interface specifications which are Customised Software, and the associated Documentation.

The right of use involves a right for the Customer for itself or by a third party, to maintain and change Customised Software and associated Documentation unless otherwise stated in Appendix 15.

Unless otherwise specifically stated in Appendix 15, the Supplier shall deliver at regular intervals and shall, at the latest immediately after the Customer's approval of a partial delivery test also comprising the Customised Software in question, take any relevant measures to make the source code available to the Customer in case of the Supplier's breach. The Supplier may comply with this duty by transferring the source code to the Customer from time to time, by placing it in escrow with a third party or in any other manner acceptable to the Customer. The Customer will bear all costs of any such escrow arrangement. The escrow requirements and any restrictions of the Customer's right of use in respect of the source code must be stated in Appendix 15.

If the Supplier uses maintenance and development tools which are not Standard Maintenance or Standard Development Tools, the Supplier must, unless otherwise expressly stated in Appendix 15, make such tools in which the Supplier holds the rights available to

the Customer free of charge, if necessary for the Customer's or a third party's change, maintenance or Operation, if applicable. If the Supplier holds rights in non-standard maintenance and non-standard development tools etc. under licences, the licence terms must be set out in Appendix 15. In that case, the Customer's right of use is subject to such licence terms, but clause 23.1 will apply correspondingly.

The Customer is entitled to carry out changes to Customised Software, but cf. clause 6.7 for changes without the Supplier's consent. The Supplier will acquire no rights in the changes carried out by the Customer. The Customer is not entitled to assign changes other than corrective action and integration to new and existing systems, to third parties such as - in particular - other Public Institutions.

23.3.2 Rights of other Public Institutions

Any other Public Institution holds an indefinite right of use, unless otherwise specifically stated in Appendix 15, in programs and interface specifications which are Customised Software and the associated Documentation.

The right of use involves a right for any other Public Institution to take corrective action, by itself or through a third party, in respect of the Customised Software and to undertake integration to new and existing systems, but not otherwise to change the Customised Software and associated Documentation, but cf. paragraph 6 below. The Supplier shall deliver any Documentation, tools, etc., necessary to take corrective action and carry out integration.

The rights of the other Public Institutions to assign the Customised Software are limited in the same way as for the Customer.

Notwithstanding the above right of use for any other Public Institution's use of the Customised Software, a Public Institution's use of the Customised Software requires a separate agreement to be entered into with the Supplier. Under any such agreement, the Supplier shall grant the Public Institution licence terms similar to the licence terms under this Contract.

If the Supplier carries out changes to the Customised Software in order to meet the special needs of a Public Institution, the Supplier is entitled to a fee. The Supplier shall de-

liver the change to the Public Institution subject to licence terms that are similar to the licence terms under this Contract.

When entering into this Contract, the Supplier did not undertake any obligations to the other Public Institutions to carry out changes to the Customised Software. If the Supplier cannot deliver the requested changes on reasonable and usual terms, a Public Institution may arrange for the changes to be carried out.

Unless otherwise specified in Appendix 15, the Customer cannot make the Documentation, maintenance or development tools etc. for the Customised Software that the Supplier has transferred to the Customer under the Contract, available to another Public Institution for the use of such other Public Institution's change. However, the Customer is entitled to make Documentation, tools, etc., available for use in corrective action and integration to new and existing systems and changes to the Customised Software according to the second sentence of the above paragraph.

Any exercise by another Public Institution of the right of use shall not in itself give rise to defects liability for the Supplier.

23.4 Open Source Software

If Open Source Software is included in the Delivery, the Customer will acquire any such rights therein as are specified in the relevant Open Source Licence. This shall apply whether or not the licence exceeds what is necessary for the Operation and security of the Delivery, cf. clause 23.1.

All Open Source Licences included in the Delivery are reproduced in Appendix 15.

If an Open Source Licence includes conditions or reservations preventing or restricting the delivery by the Supplier of the services described in the Delivery Description, any such restrictions etc. shall not relieve the Supplier of its duty to deliver the services described in the Delivery Description (Appendix 3) and to provide maintenance and support (Appendix 5).

24. CONFIDENTIALITY

The Parties shall treat all matters which are not in the public domain with the usual degree of confidentiality.

The Supplier may enter the Customer on its list of references, but is not otherwise entitled to use the Customer's name for marketing purposes.

Subject to discussions with the Supplier, the Customer will decide how the conclusion of the Contract is to be publicised.

25. ASSIGNMENT

The Customer is entitled to assign its rights and obligations under the Contract to another Public Institution if the tasks so far performed by the Customer are transferred to another Public Institution. This shall apply notwithstanding any provision to the contrary in Appendix 15

The Supplier may not assign its rights and obligations under the Contract to any third party without the written consent of the Customer, such consent not to be unreasonably withheld.

26. DURATION

26.1 Maintenance and support

The Supplier may by Notice terminate maintenance and support, cf. clause 11, by giving 12 months' prior notice for expiry on the first day of a month, provided always that such expiry shall not take effect until four years from the Acceptance Date. However, the Supplier may by Notice terminate maintenance and support of Standard Software if the producer discontinues the provision of maintenance and support in Denmark. Any such termination shall be subject to three months' prior notice with effect on or after the date on which the producer discontinues the maintenance and support.

The Customer may by Notice terminate maintenance and support subject to six months' prior notice for expiry on the first day of a month, provided always that - unless other-

wise explicitly stated in Appendix 5 - such expiry shall not take effect until one year from the Acceptance Date.

On the same conditions as set out above, the Customer is entitled to terminate maintenance and support for parts of the Delivery as stated in Appendix 5. In case of partial termination of maintenance and support, the maintenance fee will be reduced by the amounts specified in Appendix 12 for the parts of the Delivery affected by the termination. In addition, the warranted service level goals will cease to apply as specified in Appendix 6.

If the Supplier is in charge of the Operation, cf. clause 12, maintenance for the entire Delivery may only be terminated if the Operation is terminated for expiry at the same time as the maintenance.

26.2 Operation

If the Supplier is in charge of the Operation of the Delivery, the Customer may by Notice specifically terminate the Operation subject to giving prior notice as specified in Appendix 7.

27. DISPUTES

27.1 Governing law

This Contract is governed by Danish law.

27.2 Disagreement as to classification of Fault or achievement of service level goals

In case of disagreement as to the classification of a Fault, or as to whether the service level goal requirements have been achieved in a specific period, cf. clauses 11 and 13, either Party may refer the issue to the Customer's and the Supplier's project managers, who will then resolve the issue together. If the Parties' project managers fail to agree, attempts must be made to transfer negotiations to executive level in the Parties' respective organisations. If it is still impossible to come to an agreement, either Party may request Danish Arbitration ("Det Danske Voldgiftsinstitut") to appoint an independent expert whose decision will be final and binding on both Parties.

Any dispute as to the interpretation of the Contract or other legal issues shall not be decided by the Expert. The expert shall decide on the apportionment of his fees as between the Parties on the basis of the outcome of the decision.

27.3 Other disputes

27.3.1 Negotiation

Should any disagreement arise between the Parties in connection with the Contract, the Parties shall in a co-operative and responsible manner seek to open negotiations for the purpose of resolving the dispute. If necessary, attempts must be made to transfer negotiations to executive level in the Parties' respective organisations.

27.3.2 Mediation

If the parties are unable to negotiate a solution, the dispute must be referred to mediation by a mediator appointed jointly by the Parties.

If the mediation concludes without a resolution of the dispute, the dispute must be settled finally by arbitration according to the provisions set out in clause 27.3.3 or clause 27.3.4.

27.3.3 Minor disputes

In case of a dispute of which the value to each of the Parties does not exceed 5 % of the delivery payment plus the fees for maintenance and Operation, if applicable, the dispute will be settled by arbitration according to "Rules of Simplified Arbitration Procedure of Danish Arbitration". For the purpose of calculating the fees for maintenance and Operation, if applicable, an amount will be assessed for four years from the Acceptance Date.

The arbitral tribunal will be appointed by Danish Arbitration in accordance with the "Rules on Simplified Arbitration Procedure of Danish Arbitration". The arbitrator will be appointed by Danish Arbitration ("Det Danske Voldgiftsinstitut"). On or before the date of expiry of the time limit for the submission of the respondent's statement of defence, the Parties may jointly propose a person to be appointed arbitrator.

The place of arbitration shall be the municipality in which the Customer is registered.

27.3.4 Major disputes

In cases not covered by clauses 27.2 or 27.3.3, the dispute will be settled by arbitration in accordance with the "Rules of arbitration procedure of Danish Arbitration".

The arbitral tribunal will be appointed by Danish Arbitration in accordance with the "Rules of arbitration procedure of Danish Arbitration". Where the dispute is to be decided by three arbitrators, the claimant may propose an arbitrator in its statement of complaint. The respondent may propose an arbitrator in its statement of defence. The third arbitrator, who will be the chairman of the arbitral tribunal, will be proposed by Danish Arbitration, unless the Parties jointly propose a chairman before the expiry of the time limit for the submission of the respondent's statement of defence.

The place of arbitration shall be the municipality in which the Customer is registered.

28. CONDITIONS PRECEDENT RELATING TO FUNDING

The Contract will only be binding on the Customer on condition that the necessary funding basis is provided. The necessary funding basis must have been provided on or before the date stated in Appendix 1. Otherwise the Supplier will be released from all obligations under the Contract.

29. INTERPRETATION AND CONTRACT MANAGEMENT

29.1 Interpretation and precedence

Any provisions in the tender material, in the Supplier's tender or in previous correspondence etc. which are not included in the Contract cannot subsequently be relied upon as a basis for interpretation.

The same shall apply to any knowledge of services to be delivered under the Contract, the Customer's IT environment, etc., acquired by a Party in the cause of previous dealings. In that case, however, each of the Parties will be subject to an increased obligation to seek clarification of any matter giving rise to doubts on the basis of any such knowledge.

Any references to the Contract or to a provision thereof will also include the appendices to the Contract, or the appendices relevant to the provision in question, as the case may be. The provisions of the Contract will take precedence over the provisions of appendices; therefore, any provisions included in an appendix which are inconsistent with the provisions of the Contract will have no legal effect.

If at the time of the Contract an inconsistency exists in any appendix between a requirement specified by the Customer and the Supplier's requirements response, the Customer's requirement will prevail; however, this involves no restriction of the Supplier's duty to deliver any such additional services in relation to the Customer's requirements as may be included in the Supplier's requirements response at the time of the Contract.

29.2 Notice

Any Notice must be submitted to the below-named persons at the contact details communicated from time to time by each of the Parties.

The relevant persons and contact details concerning this Contract are as follows:

Customer: [...]
 [...]
 [...]

Supplier: [...]
 [...]
 [...]

Any change in the above details must be communicated to the other Party by Notice, whereupon the Parties will amend the Contract according to clause 29.3.

29.3 Contract management following changes

The Parties shall carry out contract management on a joint basis, according to the following main principles:

- All changes and additions to the Contract must be available in writing in the form of

updates of the Contract, to be signed by both Parties.

- All changes and additions to the appendices must be available in writing in the form of updates of the appendices and must subsequently be signed by both Parties.
- All changes and additions to the Contract and appendices must be capable of documentation with full traceability, e.g. by change markings, version history, etc.
- All material changes and additions as well as the background thereof are mentioned briefly in clause 2.

The Supplier has the proactive duty to ensure such contract management.

30. SIGNATURES

The Contract is executed in two original copies, one of which will be provided to each of the Parties.

Place:

Date:

For the Customer:

Place:

Date:

For the Supplier: