

Version: 18 June 2024

GENERAL TERMS AND CONDITIONS

Unless otherwise defined or the context otherwise requires, capitalised terms used in the Agreement shall have the following meaning:

Affiliate means any Person which directly or indirectly, through one or more intermediary, controls, is controlled by, is under common control with a Party (whether by means of ownership, contract or otherwise) by having the power or ability to direct the affairs of the Person or Party in question, provided that in any event, any Person that (i) owns directly or indirectly securities having more than 50% of the voting power for the election or removal of directors (or other equivalent governing body) of that relevant Person or that (ii) holds beneficially more than 50% of the ownership interests of that relevant Person shall, in either such case, be deemed to control that relevant Person.

Agreement means an Order, these T&C, any applicable Product Terms and any SoWs under the Order, including attachments and amendments.

Charges means the charges excl. VAT for the Services and Solutions set forth in the Order and/or the applicable SoW.

Clause means any clauses in these T&C.

Commencement Date means the date when DynamicsPrint makes the Solution(s) (or part hereof) available to Customer as set out in the Order and/or the applicable SoW.

Confidential Information has the meaning ascribed in Clause 23.

Customer has the meaning ascribed in the Order.

Customer Data means all data which Customer has provided to DynamicsPrint (whether directly or through third parties) for the use by, in or in relation to the Solutions or Services in each case regardless of whether provided or generated before or after the conclusion of the Agreement. For the avoidance of doubt, to the same extent, such Customer Data shall also include any Customer Intellectual Property Rights incorporated or embedded therein.

DynamicsPrint has the meaning ascribed in the Order.

Effective Date has the meaning ascribed in Clause 18.1.

Good Industry Practice means the exercise of the degree of skill, diligence, prudence, efficiency, foresight and timeliness which would be expected from a proper qualified and competent person or organization within the relevant industry or business sector.

Intellectual Property Rights means (i) all intellectual property rights of any kind (whether or not they are registered or registerable), including copyright (including rights in computer software), rights in databases, rights in designs, trademarks names, know-how, trade secrets and other rights in Confidential Information, including under marketing law and all other rights having equivalent or similar effect in any relevant country or jurisdiction in the world in each

case for their full term, and together with any renewals or extensions.

Order means the written order governing Customer's subscription to the Solution(s) and related Services.

Parties means Customer and DynamicsPrint collectively.

Party means either Customer or DynamicsPrint.

Person means any individual or legal entity, including a company, partnership, joint venture, firm, association, trust, governmental or regulatory authority or other body or entity (whether or not having a separate legal personality).

Personal Data has the meaning ascribed in Article 4(1) of the EU General Data Protection Regulation 2016/679.

Product Terms means the specific terms that apply to a Solution attached to the Order or the applicable SoW.

Services means the support, maintenance and other consultancy services provided by DynamicsPrint to Customer under the Agreement and as further described in the Order and the applicable SoW.

Solution(s) means DynamicsPrint's software applications Customer has subscribed to under the Order, including any add-on modules to such Solutions which Customer has subscribed to.

SoW means the written statement of work (if any) describing DynamicsPrint's specific Services, e.g. an implementation project, to Customer.

T&C means these general terms and conditions.

1 SCOPE OF THE AGREEMENT AND ORDERING

1.1 DynamicsPrint shall deliver the Solutions and Services to Customer in accordance with the Agreement.

1.2 If Customer wishes to purchase other solutions offered by DynamicsPrint, the Parties shall enter into a new agreement governing such additional purchase.

1.3 The Parties can agree that Customer can purchase additional Services under the Agreement and DynamicsPrint may request that such Services are specified in a SoW.

2 CUSTOMER'S RIGHT TO USE THE SOLUTIONS

2.1 In consideration for the Charges, DynamicsPrint hereby grants to Customer and its Affiliates a non-exclusive, non-transferrable, non-sublicensable revocable, worldwide right and license to access the Solutions during the term of the Agreement solely for Customer's and its Affiliates' internal business purposes and in accordance with the Agreement and applicable law, and subject to any restrictions and limitations otherwise set out in the Order, a SoW or Product Terms.

2.2 Where a Solution is purchased in a specific quantity, Customer may freely increase its amount of use of the Solution in exchange for increased Charges, as set out in the Order. The quantity of licenses set out

in the Order shall thus constitute a minimum purchase commitment for Customer.

2.3 Subject to the restrictions on use set out in the Agreement, Customer may, under the same terms as set out in this Agreement and under Customer's responsibility, extend the right of Customer to access the Solutions and use the Services in accordance with Clauses 2.1 and 2.2 to:

(i) consultants engaged by Customer or its Affiliates; and

(ii) third-party service providers engaged by Customer or its Affiliates in connection with a business processes outsourcing or otherwise engaged to perform IT services for Customer or its Affiliates.

2.4 The right under Clause 2.3 is granted only for the internal business purposes of Customer or its Affiliates and must not form part of a service bureau, outsourcing offering or similar by Customer or its Affiliates.

2.5 Customer is responsible for its users' compliance with this Agreement.

2.6 If DynamicsPrint becomes aware of a user's non-compliance with this Agreement, DynamicsPrint may request that Customer suspends the applicable user. If Customer fails to comply with such request, DynamicsPrint may suspend the user. The suspension will remain in effect until the relevant user has remedied the breach that caused the suspension.

2.7 Further, DynamicsPrint may suspend Customer's access to the Solutions with seven (7) days' notice if Customer violates the provisions in the Agreement or if necessary to comply with applicable law. If Customer has not paid the Charges, the notice period shall be thirty (30) days. The notice provided by DynamicsPrint must specify the violation in question and, if possible, what Customer may do to end the violation and avoid the suspension. Customer's access to any Solution suspended shall be fully restored as soon as the conditions in this Clause no longer apply.

2.8 DynamicsPrint's suspension right shall not limit DynamicsPrint's other rights or remedies under the Agreement.

2.9 Customer shall not:

(i) sell, resell, distribute, sub-license, rent or lease the Solutions save as permitted under this Clause 2;

(ii) give access to the Solutions to any third party, or allow such third party to use the Solutions, other than permitted under Clause 2.3 or without DynamicsPrint's prior written consent;

(iii) use the Solutions to store or transmit infringing, libellous or otherwise unlawful or tortious material, or store or transmit material in violation of third-party Intellectual Property Rights or privacy rights;

(iv) interfere with or disrupt the integrity or performance of any Solution and Service or third-party data contained therein;

(v) separate or uncouple any portions of the Solutions, in whole or in part, from any other portions thereof; or

(vi) modify, create derivative works of, reverse assemble, reverse engineer, translate, disassemble, decompile or otherwise attempt to create or discover any source code, underlying algorithms, ideas, file formats, programming interfaces of or other works from, or analyze to determine their composition or physical structure or perform destructive testing on, the Solutions and Services by any means whatsoever, save as permitted by applicable law and with the DynamicsPrint's prior written approval.

3 DEVELOPMENT, MAINTENANCE AND TECHNICAL SUPPORT

3.1 Notwithstanding any further development, DynamicsPrint will in all material respects maintain the existing core functionality of the Solution(s) as of the Commencement Date.

3.2 Customer may propose changes to a Solution, including development of new functionality, however, any changes to or development of a Solution shall be at DynamicsPrint's sole discretion. Unless otherwise agreed in writing, Customer hereby irrevocably assigns free of charge to DynamicsPrint all right, title and interest in and to all Intellectual Property Rights and other rights, title, and interest in any such proposed changes to the Solutions.

3.3 The assignment under Clause 3.2 shall take effect as a present assignment of future rights and the licence granted under Clause 3.4 shall take effect as a present grant of a licence of future rights.

3.4 To the extent that copyright may not be assigned in any jurisdiction, Customer instead grants DynamicsPrint an irrevocable, exclusive, worldwide, paid-up, perpetual, royalty-free and transferable licence to use, copy, modify, distribute and commercially exploit copyright that forms part of any such proposed changes to the Solutions.

3.5 Without prejudice to Clause 3.6, DynamicsPrint will make new standard updates to a Solution available to Customer in accordance with Microsoft's release schedule. Customer determines if Customer wishes to deploy the new release, however, it is solely Customer's responsibility to ensure compliance with any update requirements from Microsoft. The update will be performed by DynamicsPrint as a Service but for a fixed price of four (4) hours work per update. If Customer needs any assistance from DynamicsPrint to deploy the new release, e.g. due to customizations to Customer's version of the Solution, such Service to be performed by DynamicsPrint will be delivered on a time and material basis.

3.6 DynamicsPrint may develop new products or services, including modules/add-ons to existing solutions/services, which, at DynamicsPrint's sole discretion, may be marketed and priced separately, and which are not part of the Solutions or Services already purchased by Customer.

3.7 DynamicsPrint may amend the Product Terms (e.g. in case of changes to a

Solution). If the amendments are to the disadvantage of Customer, DynamicsPrint will provide prior written notice to Customer and Customer shall be entitled to terminate the relevant Solution for convenience with immediate effect following written notice to DynamicsPrint within thirty (30) days following Customer's receipt of DynamicsPrint's notice. If no notice of termination by Customer is received by DynamicsPrint within such thirty (30) days, the amendments shall become binding upon Customer. Amendments that are not to the disadvantage of Customer become binding on Customer upon receiving notice from DynamicsPrint.

3.8 Standard maintenance Services to the Solutions are delivered free of charge.

3.9 If Customer request any technical support Services from DynamicsPrint, such Services will be delivered on a time and material basis.

4 USE OF SUB-SUPPLIERS

4.1 DynamicsPrint may engage sub-suppliers, and may replace or terminate existing sub-suppliers, without Customer's prior written consent.

4.2 Use of sub-suppliers will not relieve DynamicsPrint of its obligations under the Agreement. DynamicsPrint shall be responsible for all acts and omissions of its sub-suppliers as if they were DynamicsPrint's own.

5 TECHNICAL REQUIREMENTS AND THIRD-PARTY SYSTEMS AND SERVICES

5.1 To make use of a Solution, Customer must provide the necessary data for the Solution and comply with the technical requirements for the Solution. The data and technical requirements as of the Effective Date are set out in the applicable Product Terms. DynamicsPrint is not liable for any failure to provide a Solution or Service which results from Customer's failure to comply with the data and technical requirements.

5.2 Customer is responsible for the format, accuracy, quality and legality of data provided by Customer.

5.3 Further, it is a prerequisite for Customer's use of the Solutions that Customer at all times has a valid subscription to the third-party systems set out in the applicable Product Terms. DynamicsPrint will not be involved in, or in any way responsible for, Customer's subscription to, or any third-party supplier's delivery of, the third-party systems.

5.4 Further, the Solutions are deployed in Customer's own Microsoft Azure tenant, and unless otherwise set out in the Order or a SoW, DynamicsPrint's obligation is limited to delivering the Solutions to Customer and Customer is responsible for deployment of the Solutions.

5.5 In case of any interruptions or failures in DynamicsPrint's delivery of the Solutions or Services that are caused by Customer or Customer's third-party suppliers (e.g. Microsoft or Customer's third-party

implementation partner), DynamicsPrint is excused from meeting its obligations towards Customer for any such interruptions or failures, see also Clause 6.10.

6 SERVICES

6.1 DynamicsPrint shall deliver all Services on a best efforts-basis and in accordance with Good Industry Practice.

6.2 Any changes to the scope of Services to be provided by DynamicsPrint shall be agreed between the Parties.

6.3 The manner and means by which DynamicsPrint chooses to provide the Services are at its sole discretion with due consideration, however, to the obligations set forth in the Agreement.

6.4 DynamicsPrint will use all reasonable efforts to perform the Services in accordance with the requirements and time schedule agreed between the Parties. However, Customer accepts and acknowledges that delays may for instance occur, without limitations, as a result of the failure of Customer and/or third parties for which Customer is responsible, to perform their obligations in a timely manner or any other unforeseen circumstances.

6.5 Unless otherwise agreed between the Parties in writing, delivery will take place when DynamicsPrint has completed its performance of the agreed Service. Customer accepts and acknowledges that DynamicsPrint may deliver agreed deliverables successively as they are completed.

6.6 The Parties shall actively and loyally participate to the extent required and the Parties agree to work and cooperate loyally and in good faith during DynamicsPrint's performance of the Services.

6.7 The Parties shall promptly inform each other about any matters, which may reasonably be expected to influence their respective performance of their obligations set out in the Agreement.

6.8 In addition to any specific obligations agreed between the Parties, Customer shall assist DynamicsPrint in the performance of the Services as can reasonably be expected or requested by DynamicsPrint.

6.9 Without limitations, the obligation in Clause 6.8 includes granting access to the premises to Customer, making relevant documentation/information available to DynamicsPrint, and/or ensuring cooperation from third parties for which Customer is responsible. Furthermore, Customer shall procure all necessary rights and consents from third-party suppliers of Customer in order for DynamicsPrint to perform the Services.

6.10 A failure by Customer or a third-party to Customer to assist DynamicsPrint in the performance of the Services shall not constitute a breach of the Agreement but shall be deemed to excuse DynamicsPrint from failure to perform (in Danish: Fordringshavermora), provided that the non-performance by Customer or the third-party to Customer results in DynamicsPrint being unable to perform in accordance with the

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Agreement. Further, DynamicsPrint shall be entitled to compensation of any documented direct costs arising out of Customer's or a third-party to Customer's failure to perform.

6.11 DynamicsPrint does not assume any responsibility or liability in respect of Customer's obligations.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 As between the Parties, DynamicsPrint reserves all right, title and interest in and to all Intellectual Property Rights and other rights, title and interest in the Solutions and Services, any improvements, design contributions or derivative works thereto and all data generated by the use of the Solutions, and Services.

7.2 Subject to payment of the Charges, and unless otherwise agreed in writing, Customer is hereby granted a right to use any deliverable (e.g. customizations or further developments to a Solution) resulting from the Services in accordance with the terms and conditions of the Agreement, especially Clause 2. The duration of Customer's right to use such deliverable shall be the same as for the Solution it relates to.

7.3 Where third-party software or data is incorporated into a Solution by DynamicsPrint and DynamicsPrint (and not Customer) has the contractual relationship to such third-party, the third-party's terms relating to such third-party software or data will apply to the extent set out in Product Terms for such Solution. Customer must comply with such third-party terms. If DynamicsPrint's agreement with any third-party software or data provider is terminated (also including third-party providers not listed in the Agreement), DynamicsPrint shall endeavour to replace the provider of data or software with similar providers of data or software. If DynamicsPrint cannot replace the third-party data or software and such data or software is material for Customer's use of a Solution, Customer shall be entitled to terminate the affected Solution for convenience with immediate effect.

7.4 The effectiveness of the solutions and services developed and offered by DynamicsPrint is highly dependent on the supply of data from all customers of DynamicsPrint. Customer hereby grants DynamicsPrint and DynamicsPrint's Affiliates non-exclusive, perpetual, irrevocable, transferrable, sublicenseable, royalty-free, fully-paid, worldwide right and license, as of the Effective Date, to all Customer Data, for DynamicsPrint and DynamicsPrint's Affiliates to use and otherwise exploit in any manner it sees fit; however, provided that DynamicsPrint and DynamicsPrint's Affiliates may not disclose such Customer Data to third parties (unless it is anonymized beforehand). Save as set out in the Agreement, Customer waives irrevocably against DynamicsPrint and DynamicsPrint's Affiliates any and all rights, objections or claims, including any Intellectual Property Rights, relating to

DynamicsPrint's or DynamicsPrint's Affiliates' use of Customer Data in accordance with this Clause 7.

7.5 Notwithstanding Clause 7.4, in case Customer has provided Customer Data not owned by Customer, Customer shall procure the rights necessary to grant the license under Clause 7.4.

8 COMPLIANCE WITH LAWS

8.1 In performing its obligations under the Agreement, each Party must comply with applicable laws.

8.2 Customer shall be responsible for compliance with any specific local or industry regulatory requirements that apply to Customer and for informing DynamicsPrint of any such requirements and how to implement them in the Solutions and Services, if required. However, DynamicsPrint is not obliged to implement such local or industry specific regulatory requirements in the Solutions or Services.

9 SANCTIONS

9.1 Each Party will comply with any sanction laws applicable to it and, in particular any law enforced by the US, the United Kingdom, Denmark and/or the EU.

9.2 A Party shall be entitled to terminate the Agreement with immediate effect upon written notice to the other Party in the event that the Agreement will place such Party in non-compliance with any sanction laws applicable and, in particular any laws enforced by the US, the United Kingdom, Denmark and/or the EU.

10 DATA PROTECTION AND SECURITY

10.1 Customer warrants that DynamicsPrint will not get access to and thereby process any Personal Data when delivering the Solutions and Services to Customer. If Customer will give DynamicsPrint access to any Personal Data, Customer shall inform DynamicsPrint in writing and the Parties must in good faith assess if a data processing agreement is required.

11 AUDIT

11.1 DynamicsPrint may, at its own expense and no more than once every three (3) months, appoint its own personnel or an independent third party (or both) to verify that Customer's use, installation, or deployment of the Solutions and Services comply with the terms of the Agreement. Customer is obliged to provide all reasonable information and assistance requested by DynamicsPrint. This right shall continue to exist until six (6) months after termination of the Agreement, howsoever occurring.

11.2 In the event that Customer's use of a Solution or a Service is in violation of the Agreement, Customer shall pay all reasonable expenses incurred by DynamicsPrint related to such audit. In addition, DynamicsPrint is entitled to claim additional losses and damages recoverable under applicable law.

12 CHARGES

12.1 The Charges for Customer's subscription to the Solutions are specified in the Order.

12.2 Unless otherwise is set out in the Order or the applicable SoW, the Services to be rendered by DynamicsPrint will be performed on a time and material basis and subject to DynamicsPrint's applicable hourly rates.

12.3 The Charges are exclusive of relevant costs (e.g. to third-party suppliers) and disbursements, including reasonable travel costs.

12.4 DynamicsPrint may increase the Charges annually with effect as of 1 January with the development in the Harmonized Index of Consumer Prices (HICP) by comparing the index for October in the past year with October the year before.

12.5 In addition, if the costs of producing or providing the Solutions or the Services increase due to new regulatory requirements or other costs reasonably outside the control of DynamicsPrint, DynamicsPrint shall be entitled to increase the Charges correspondingly by a notice of ninety (90) days.

13 PAYMENT

13.1 Charges for a Solution will be invoiced quarterly in advance. The first quarterly Charges for a Solution will be a pro rata amount equal to the number of days left in the quarter from the Commencement Date.

13.2 Charges for the Services will be invoiced in arrears based on Charges incurred in the preceding month.

13.3 Payment must take place no later than current month + thirty (30) days after Customer has received the invoice.

13.4 In case of delayed payment, DynamicsPrint is entitled to interest at the rate of 1,5 % per commenced month on the outstanding amount from the due date until the date of payment.

13.5 The Charges do not include taxes. Each Party shall pay all taxes, assessments, charges, and levies of any governmental authority that each Party is legally obligated to pay. For the avoidance of doubt, each Party is not liable for any taxes that the other Party is legally obliged to pay.

13.6 The Charges do not include taxes. Each Party shall pay all taxes, assessments, charges, and levies of any governmental authority that each Party is legally obligated to pay. For the avoidance of doubt, each Party is not liable for any taxes that the other Party is legally obliged to pay.

14 WARRANTIES

14.1 During the term of the Agreement, DynamicsPrint warrants that:

- (i) it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under the Agreement;
- (ii) DynamicsPrint complies with law applicable to DynamicsPrint; and
- (iii) the Solutions do not infringe the Intellectual Property Rights of any third party.

14.2 The warranties above will not apply to defects or errors which are results of deliverables from Customer or third parties for which Customer is responsible.

14.3 DynamicsPrint shall at its own expense remedy any breach of the warranties in

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Clause 14.1 in accordance with its regular maintenance Services.

15 LIABILITY

15.1 The Parties shall be liable for any damages arising out of or relating to the performance or non-performance of their respective obligations under the Agreement except as deviated from under this Clause 15.

15.2 The aggregate liability of a Party under the Agreement shall in no event exceed an amount equal to 100 % of the total Charges paid by Customer in the twelve (12) months period preceding the date of the first claim made for the Solution or Service in question.

15.3 The limitation of liability will apply to any and all liability irrespective of the basis of liability, i.e. damages, proportionate reduction and penalties (but not the indemnity in Clause 16.1).

15.4 The Parties shall not be liable for indirect losses, including loss of profits, business, revenue, goodwill, data, or loss related to processing of Personal Data unless otherwise provided in the Agreement.

15.5 Nothing in this Agreement limits or excludes the liability of a Party for: (i) any death or personal injury caused by its negligence, (i) any fraud, gross negligence or wilful misconduct or (ii) any statutory or other liability, which in all cases ((i)-(ii)) cannot be excluded or limited under applicable law.

16 INDEMNIFICATION

16.1 Customer shall defend, indemnify DynamicsPrint and its Affiliates and hold DynamicsPrint and its Affiliates harmless from any third-party claims, losses, damages, suits, fees, judgments, costs and expenses, including without limitation reasonable attorneys' fees, relating to infringement of third-party Intellectual Property Rights, including patents and copyrights with respect to software, data and other material provided by or through Customer under the Agreement.

16.2 DynamicsPrint shall defend, indemnify Customer and hold it harmless from any third-party claims, losses, damages, suits, fees, judgments, costs and expenses, including without limitation reasonable attorneys' fees, that the Solutions or Services (excluding any information, materials or services that DynamicsPrint may obtain from Customer or any third-party sources) infringe such third party's Intellectual Property Rights.

16.3 An indemnified Party must give the other Party prompt notice of any claim and allow the indemnifying Party to defend or settle the claim as a condition to indemnification. No settlement shall bind a Party without its written consent.

16.4 In case of a third-party claim set out in Clause 16.2, DynamicsPrint may, at its sole discretion and expense:

- (i) Replace the relevant infringing part with a comparable non-infringing part; or
- (ii) Procure for Customer the right to continue using the relevant infringing part.

16.5 If the options in Clause 16.4 are not commercially feasible, or if a Solution or Service can otherwise not be delivered free of title or in accordance with Clause 8.1, DynamicsPrint can terminate Customer's right to use the relevant Solution or Service with immediate effect (and without liability, also disregarding Clause 19) but with an obligation to repay Customer any fees prepaid for the remaining term of the Solution or Service terminated.

17 DISCLAIMER

17.1 Except as expressly set out in this Agreement, DynamicsPrint expressly disclaims to the fullest extent permitted by applicable law, any guarantees, warranties terms, conditions and undertakings and representations express or implied regarding the Solutions and Services, including in regard to accuracy, performance and fitness of use. Further, DynamicsPrint does not warrant that use of the Solutions or Services will be uninterrupted or error-free.

17.2 Notwithstanding anything to the contrary in the Agreement, the Solutions, Services, and any third-party data incorporated by DynamicsPrint in the Solutions or Services is provided "as is".

18 TERM AND TERMINATION FOR CONVENIENCE

18.1 The Agreement becomes effective when the Order is duly signed (the "Effective Date").

18.2 A Party may terminate the Agreement in whole or in part for convenience with a written notice of at least three (3) months to the end of a calendar month.

19 TERMINATION FOR CAUSE

19.1 A Party may terminate the Agreement in whole or in part, immediately or by giving up to thirty (30) days' written notice of termination to the other Party if one or more of the following circumstances occurs:

- (i) The other Party commits a material breach of the Agreement and the Party in question has failed to remedy that breach within thirty (30) days following receipt of a written notice from the other Party specifying the nature of the breach; and/or
- (ii) The other Party commits a material breach of the Agreement, which is not capable of remedy.

19.2 In the event of termination or expiry of the Agreement, howsoever occurring, DynamicsPrint shall upon Customer's request provide reasonable termination assistance to Customer. Any such termination assistance Service shall be chargeable by DynamicsPrint on a time and material basis.

20 CONTRACT DOCUMENTS AND INTERPRETATION

20.1 A reference to (i) "includes" or "including" shall mean "includes without limitation" or "including without limitation", and (ii) a Party to this Agreement include a reference to its successors and permitted assigns under this Agreement.

20.2 This Agreement constitutes the entire agreement and understanding between the

Parties and supersedes all prior agreements and understandings between the Parties with respect to the Solutions and Services.

20.3 All notices or other communications required to be given under this Agreement shall be in writing and delivered either personally, by e-mail or ordinary mail and addressed as provided in this Agreement or as otherwise requested by the receiving Party.

20.4 If any Product Terms apply to a Solution or a Service, such Product Terms shall take precedence over these T&Cs.

20.5 A person who is not a Party to this Agreement has no right under, including under the Contracts (Rights of Third Parties) Act 1999 in England, to enforce or to enjoy the benefit of any term of this Agreement.

21 SEVERABILITY AND WAIVER

21.1 If any term in the Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of the Agreement will be unaffected, provided that such unenforceability does not materially affect the Parties' rights under the Agreement.

21.2 An effective waiver under the Agreement must be in writing signed by the Party waiving its right. Hence, the failure of a Party to exercise any right or remedy to which it is entitled will not constitute a waiver of such right or otherwise cause a diminution of the obligations created by the Agreement, unless explicitly agreed to in writing. Furthermore, a waiver by either Party of any instance of the other Party's noncompliance with any obligation or responsibility under the Agreement will not be deemed a waiver of subsequent instances.

22 FORCE MAJEURE

22.1 Either Party is entitled to suspend the performance of its obligations without incurring liability for damages under the Agreement if and to the extent that such performance is impossible due to circumstances beyond the reasonable control of such Party.

22.2 The Party claiming to be affected by any circumstance referred to in Clause 22.1 shall, without undue delay, notify the other Party of the intervention and of the cessation of such circumstance.

22.3 Notwithstanding any other provisions of the Agreement, either Party is entitled to terminate the Agreement with immediate effect by written notice to the other Party if it is clear from the circumstances that the performance of the Agreement will be and is suspended under Clause 22.1 for more than thirty (30) days.

23 CONFIDENTIALITY

23.1 The Parties shall not, apart from what is required by applicable law or by any court or other authority of competent jurisdiction, make use of, except for the purposes contemplated by the Agreement, disclose to any third party or publish any Confidential Information received by one Party from or in respect of the other Party under or in connection with the Agreement. The receiving

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Party will use the same care and discretion to avoid disclosure, publication, or dissemination of the disclosing Party's Confidential Information as the receiving Party uses with its own Confidential Information. A Party shall be entitled to disclose necessary Confidential Information to its legal advisors.

23.2 For the purpose of the Agreement, "Confidential Information" means a Party's trade secrets as well as other commercial and operational information and knowhow all other information disclosed to the relevant Party by or on behalf of the other Party (whether before or after the date of this Agreement) which is marked as or has been otherwise indicated to be confidential or which derives value to a Party from being confidential or which would be regarded as confidential by a reasonable business person. The Parties shall ensure that their employees also observe this Clause 23.

23.3 Any use or disclosure of Confidential Information, including disclosure of any Confidential Information in violation of the terms of this Agreement may cause loss and/or damage to the disclosing Party for which an adequate remedy at law may not exist. In such event, the disclosing Party may therefore seek temporary or permanent injunctive relief from a court of competent jurisdiction in addition to any other remedies under the Agreement and applicable law.

23.4 The provisions of this Clause 23 apply during the Term of the Agreement and for a period of three (3) years following the expiration of the Agreement.

24 PUBLIC STATEMENTS

24.1 Customer consents to DynamicsPrint's inclusion of Customer's name on a general list of DynamicsPrint's customers used for marketing and promotional purposes and to DynamicsPrint's use of Customer's name and company logo on DynamicsPrint's website.

25 VARIATION OF THE AGREEMENT

25.1 Either Party may request an amendment of the Agreement. Both Parties shall in this case conduct discussions relating to the proposed amendment of the Agreement in good faith. Any changes to the Agreement shall be included in an amendment to the Agreement and shall be agreed in writing by the Parties.

25.2 In addition to Clause 25.1, DynamicsPrint may amend the Agreement if strictly necessary to comply with laws applicable to DynamicsPrint, the Solutions, or the Services. Such amendments will become binding on Customer upon notice from DynamicsPrint setting out and justifying the amendments; however, Customer may terminate the Agreement for convenience with immediate effect within thirty (30) days following Customer's receipt of such notice if the amendments are to the disadvantage of Customer.

26 ASSIGNMENT

26.1 DynamicsPrint is entitled to assign its rights and obligations under the Agreement in full or in part to a third-party without Customer's approval.

26.2 Customer shall only be entitled to assign its rights and obligations under the Agreement to a third party in connection with a reorganisation, merger, demerger or a full or partly business transfer.

27 COSTS

27.1 Each Party shall bear its own costs and expenses incurred in connection with the Agreement and the transactions contemplated herein, including, without limitation, all fees of its counsel and accountants.

28 GOVERNING LAW AND ARBITRATION

28.1 The Agreement shall be governed by the laws of Denmark disregarding any choice of law principles.

28.2 Any dispute arising out of or in connection with this Agreement shall be settled by arbitration administered by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

28.3 The arbitral tribunal shall be composed of three (3) arbitrators unless the Parties agree on one arbitrator who shall be appointed by the institute. In the event the arbitral tribunal shall be composed of three (3) arbitrators, each Party appoints an arbitrator, and the institute appoints the chairman of the arbitral tribunal. If a Party has not appointed an arbitrator within thirty (30) days after having respectively requested or received notice of the arbitration such arbitrator is appointed by the institute.

28.4 The language of the tribunal shall be English, and the place of arbitration shall be Copenhagen, Denmark.

28.5 The Parties shall keep the arbitration proceeding, the subject thereof as well as any award confidential.