

GapSolutions A/S

Terms and Conditions

These Terms and Conditions (hereinafter the "Agreement") are entered into between

CUSTOMER

and

GapSolutions A/S

Uraniavej 6
8700 Horsens
CVR nr. 38582356
(hereinafter "GS")

GS and CUSTOMER is hereafter referred to as "Party" individually or collectively as "the Parties"

Price and specification of the scope of the service will appear in the Order Confirmation.

The Agreement, together with the Order Confirmation, and possibly the Data Processing Agreement, the Contingency Plan and the Service Level Agreement ("SLA") constitute the full contractual basis between the Parties. The data processing agreement, Contingency Plan and SLA are only valid for the purchase of software services.

1 BACKGROUND FOR THE COOPERATION BETWEEN THE PARTIES

1.1 GS provides internet-based software solutions that support the CUSTOMER's work with:

- Information security & ISO
- GDPR
- AI and other relevant compliance areas
- Whistleblower scheme
- E-learning
- Auditing

hereinafter "Software".

1.2 The CUSTOMER gets access and usage rights to the Software specified in the offer and the Order Confirmation.

1.3 GS can develop or adapt the delivered Software in relation to the Customer's specific needs or wishes if this is agreed separately.

1.4 Together with the delivered Software or as a separate service, GS can also provide consultancy in the form of:

- Consulting on GDPR and the Danish Data Protection Act
- Consulting on preparations for audits on data protection and information security
- Consulting on information security and ISO
- Consulting on AI and other relevant compliance areas

1.5 The specific service that GS provides to the CUSTOMER is specified in the Order Confirmation.

1.6 For the provision of services, GS receives remuneration and acts as an independent business entity. There is thus no employer/employee relationship between the Parties.

2 LICENSE

2.1 GS grants the CUSTOMER a non-exclusive and non-transferable right of use for the duration of the subscription to use the delivered Software, including material that GS has delivered to the CUSTOMER pursuant to this Agreement, for commercial use under the conditions stipulated in the Agreement.

2.2 The right of use only covers the CUSTOMER's use of the delivered Software for the CUSTOMER's own use.

3 GS'S RIGHTS AND OBLIGATIONS

3.1 GS shall act with loyalty and look after the CUSTOMER's interests in a professional manner without knowingly infringing the rights of third parties and in accordance with applicable legislation.

3.2 GS strives to deliver an error-free product. If the CUSTOMER encounters errors that cannot be attributed to the CUSTOMER himself, or errors that significantly affect the quality of the product, please contact GS. Such inquiries are answered within 24 hours and remedied within 14 days of receipt of the inquiry. However, this is done with reference to GS's Contingency Plan and SLA.

3.3 When purchasing courses or networking activities, GS reserves the right to change the date, time or completely cancel the activity if there are fewer than 8 registrations and in the event of illness or other unforeseen events.

- 3.4 The technical and organizational security level at GS always follows the current security policy, which reflects the relevant requirements in the GDPR.
- 3.5 The conclusion of this Agreement does not in any way limit GS's access to simultaneously perform work for other customers.

4 CUSTOMER OBLIGATIONS

- 4.1 The CUSTOMER is responsible for providing all necessary information in connection with the use of the Software and when procuring consulting assistance.
- 4.2 The CUSTOMER is responsible in all respects for ensuring that the work the CUSTOMER has requested of GS does not infringe the rights of third parties.
- 4.3 The CUSTOMER may only use the delivered Software for its own purposes and may not pass on or share these with third parties, cf. section 2.
- 4.4 When purchasing courses or networking activities, the CUSTOMER is responsible for cancelling in the event of illness or other absences. If GS receives no cancellation, the full fee will be charged.

5 FEES

5.1 Software

As remuneration for access to the Software, the CUSTOMER pays a subscription specified in the Order Confirmation.

Instalments for the subscription payments are specified in the Order Confirmation.

- 5.1.1 GS reserves the right to change the prices for subscription payments. Regulation of prices will take place according to the "net price index" with a minimum of 3%. For monthly subscriptions, the price adjustment will take place annually per January 1st. For subscriptions paid annually, semi-annually and quarterly, the price adjustment will come into force at the earliest payment after January 1st.
- 5.1.2 Without the CUSTOMER's written termination, the subscription's binding period is automatically renewed for an additional 12 months at the end of a subscription period. Subscriptions with other binding periods are renewed with the binding period agreed in the contract.

5.2 Consulting services

- 5.2.1 Consulting services undertaken on an hourly basis is billed at rates starting at DKK 1,700 per hour.
- 5.2.2 If consulting services are provided on the basis of an individual agreement between the Parties, it will be billed on the basis of the price set out in the Order Confirmation.
- 5.2.3 GS reserves the right to change the prices for subscription payments (service agreements and similar subscriptions concerning consulting service). Regulation of prices will take place according to the Earnings (Standardised index of average earning) minimum 3%. For monthly subscriptions, the price adjustment will take place annually per January 1st. For subscriptions paid annually, semi-annually, and quarterly, the price adjustment will come into force at the earliest payment after January 1st.
- 5.2.4 If physical meetings with a consultant are cancelled on the day of the meeting, and the consultant has started their transportation to the meeting, the CUSTOMER will be billed for the transportation and the time the consultant has spent. Billing will take place according to this Agreement's fixed prices for consulting services (section 5.2) and transport (section 5.3).

- 5.3 Transportation**
- 5.3.1 If the CUSTOMER wishes to have meetings at their own location, the CUSTOMER shall pay for both the mileage rate and transportation time. Both will be billed monthly.
- 5.3.2 Cost for hotel accommodation, meals and fly tickets is billed according to the actual cost.
- 5.3.3 Driving from GS's address to the CUSTOMER's address is billed according to the state's rates (2025 DKK 3.81 per km).
- 5.3.4 For the transportation time to physical meetings at the CUSTOMER's location, the CUSTOMER shall pay DKK 550 per hour.
- 5.4 If the estimated number of hours, which is the basis for the remuneration calculation, is included as part of a package solution, and if GS completes the task in less than the expected time frame, the CUSTOMER will not be able to offset unused hours in the agreed remuneration. Nor can the CUSTOMER expect to use unused hours on other GS services.
- 5.5 GS sends an invoice after registration for courses or networking activities. Registration is complete when payment has been received. If the CUSTOMER is prevented from participating in a purchased course or networking activity and cancels 0 to 7 days before the activity takes place, the full amount will be invoiced – and if already paid, will not be refunded. If the CUSTOMER cancels 8-13 days before the course takes place, half the amount will be refunded. If cancelled at least 14 days before the course, the full amount will be refunded. In the case of legitimate absence, the possibility of participating in a later course can be discussed. It is up to GS to assess whether there is a legitimate absence in case of cancellation.
- 5.6 GS's invoicing is due for payment no later than 8 days after the invoicing date on the invoices sent.
- 5.7 Amounts owed are compounded with default interest at the rate set in accordance with the Danish Interest Act.
- 5.8 If payment is not made as stated, this is considered material breach, and is dealt with in accordance with the Agreement's section 10. If payment is not made as stated after the first demand letter, GS is entitled to stop the work and suspend usage rights to the covered Software until payment is made.
- 5.9 Reservations are made for any future price increases.

6 INTELLECTUAL PROPERTY

- 6.1 GS has ownership, copyright and any other right to the delivered Software, including software, Gapsolutions.dk and any GapSolutions documentation and guides found in the delivered Software.
- 6.2 GS is entitled to use Software, ideas, inventions, know-how and materials to solve tasks for other customers.
- 6.3 The CUSTOMER is only entitled to use the documents and templates contained in the purchased Software or provided during the course activities, for the agreed purpose and in accordance with the Agreement. Neither software login nor materials may be redistributed. If this happens, it is considered a material breach of the Agreement and an infringement of GS's copyright, which entails an obligation to pay compensatory damages, cf. section 8.1.4. This also gives GS access to exercise other remedial powers.
- 6.4 At the end of the assignment, GS shall, on request, return all materials provided by the CUSTOMER, just as GS shall also hand over all documentation, instructions, etc., that have been specifically

prepared by GS with a view to solving the task for the CUSTOMER.

- 6.5 The CUSTOMER is responsible for securing any intellectual property rights of their own, that the assignment may give rise to.
- 6.6 If a third party asserts to the CUSTOMER that GS infringes third party rights, the CUSTOMER must immediately notify GS in writing and keep GS continuously informed of all matters related to this.

7 CONFIDENTIALITY

- 7.1 The Parties shall treat all information and materials related to the other Party and not known to the public ("Confidential Information") confidentially.
- 7.2 Confidential Information must be treated responsibly and in accordance with applicable professional standards. The Party receiving the Confidential Information shall treat such information with at least the same security and confidentiality as that Party would treat its own information of a similar nature.
- 7.3 If one Party makes Confidential Information available to the other Party, such information shall only be processed by relevant persons with a view to fulfilling the purpose, cf. the Agreement.
- 7.4 The duty of confidentiality includes the receiving Party's employees, subcontractors as well as other external advisers and other third parties, regardless of whether these contribute to the performance of the task.
- 7.5 Confidential information from the CUSTOMER shall only be used and stored as part of the fulfilment of the Agreement.
- 7.6 The duty of confidentiality also applies after the completion of the task and termination of the Agreement.

8 LIABILITY and LIMITATIONS OF LIABILITY

8.1 Generally

- 8.1.1 Unless otherwise stated in the Agreement, the Parties are liable for damages according to the general rules of Danish law.
- 8.1.2 The Parties are only liable for their own services and business (including their subcontractors, other suppliers, and employees).
- 8.1.3 The parties are each liable for any harmful actions and omissions of their own employees according to the general rules of Danish law.
- 8.1.4 The CUSTOMER's infringement of GS's intellectual property rights. Liability for direct or indirect infringement of GS's intellectual property rights may include a demand for a minimum payment of DKK 100,000 per event, notwithstanding that a financial loss cannot be calculated more precisely by GS.

8.2 Liability Limitations

- 8.2.1 GS assumes no liability for losses incurred from the use of GS's Software solutions, consultancy assistance, networking, or course activities. The services provided by GS are provided under the rules and practices in force at any given time, and GS reserves the right to change its services in the event of future rule or practice changes.

- 8.2.2 It is the CUSTOMER's own responsibility to manage how information made available by GS is used. GS thus assumes no liability for the CUSTOMER's misuse of the delivered Software.
- 8.2.3 GS is not liable for losses, including losses incurred by outages in/lack of access to the Software or damage to data in these systems, which are due to force majeure or similar conditions. Circumstances that are beyond GS's reasonable control and which GS could not have foreseen at the conclusion of the Agreement are considered force majeure. Examples of this include:
- Power or communications outages,
 - natural disasters, water damage, earthquakes, volcanic eruptions, or extreme weather conditions,
 - fire,
 - war or imminent war, rebellion, civil unrest, sabotage, terrorism (including cyber-terrorism) or explosions,
 - burglary or vandalism (including computer viruses and hacking), or
 - strike, lockout, boycott, or blockade, regardless of whether the conflict is directed at or initiated by the Parties themselves or their organization, and regardless of the cause of the conflict. This also applies when the conflict only affects parts of one party's organization.
- The freedom from liability lasts as long as the force majeure event lasts.
- 8.2.4 GS's liability for damages to the CUSTOMER does not include the CUSTOMER's or a third party's losses in the event of indirect damages, such as losses due to business disruptions and other operational losses, lost revenue/profits, or other indirect damage.
- 8.2.5 GS's total liability for damages for each individual claim under this Agreement is limited to the remuneration that GS has received for its services from the customer in question in the last 12 months in accordance with the Agreement.
- 8.2.6 The limitations of liability in the points above apply to any type of claim, including the CUSTOMER's direct claim and the CUSTOMER's recourse claim for compensation paid by the Customer.
- 8.2.7 The limitations in this section do not apply if GS has acted intentionally or with gross negligence.

9 DEFICIENCIES and DELAYS

- 9.1 If there are deficiencies in the services provided by GS, and this is due to GS, GS can choose to
- remedy the deficiency, to the extent that it is practically possible and can be done without disproportionate financial consequences, or
 - perform redelivery of completed work.
- 9.2 If GS's service is delayed for reasons for which the CUSTOMER is responsible, GS reserves the right to demand payment for the services already provided. After this, it is up to the CUSTOMER to assess whether the remaining part of GS's services must be completed. If the CUSTOMER wants the remaining part of GS's services to be completed, this must be done within 6 months of the collected payment. If you want the service completed after the 6 months, an extra fee will be charged for completing the service.
- 9.3 All deficiencies or delays that the CUSTOMER becomes aware of or should have become aware of, and that the CUSTOMER wishes to invoke, must be immediately notified in writing to GS. If a written claim of the deficiency is not sent immediately after the discovery, it cannot be asserted against GS later.

10 BREACH

- 10.1 Each of the Parties is entitled to terminate the Agreement without notice in the event of material breach by the other Party. This includes cancellation of the subscription and associated services pursuant to the Agreement.
- 10.2 Refunds in case of breach of contract for course and networking activities is processed cf. section 5.5.
- 10.3 If GS terminates the Agreement or the subscription pursuant to the Agreement as a result of the CUSTOMER's default in payment, GS is entitled to exercise their rights by closing access to Software solutions and to maintain demands for subscription payment up to and including the expiry of the binding period applicable at any given time.
- 10.4 If the CUSTOMER terminates the Agreement as a result of breach, GS is only entitled to remuneration for invoices incurred before the termination.
- 10.5 Termination is contingent on the Party wishing to exercise the right of termination having, prior to the termination, given written notice to the other Party specifying the nature of the breach and information that the Agreement or the subscription will be terminated if the breach is not brought to an end within 30 days.

11 COMMENCEMENT and TERMINATION

- 11.1 The Agreement shall become effective from the date on which the Agreement is entered into by both Parties and shall be in effect until expiry or termination.
- 11.2 Registrations for courses and networking activities are valid from payment of the invoice sent by GS after registration.
- 11.3 The CUSTOMER is bound to their subscription for one year from the creation date, unless otherwise agreed. This applies regardless of the instalments of the payment.
- If the CUSTOMER does not wish to extend a subscription, written notice must be given a minimum of 30 days before the renewal of the subscription period. Renewal of the subscription period is 12 months. The CUSTOMER is free to terminate his subscription and other agreed services without reason.
- 11.4 Each of the Parties may terminate the Agreement without notice if the other Party is declared bankrupt, placed under restructuring proceedings or a similar debt arrangement, unless the estate has the right to enter into or continue the Agreement under the rules of the Bankruptcy Act and chooses to do so. If the Agreement is terminated as a result of bankruptcy, any outstanding services will not be performed.
- 11.5 Access and usage rights to the Software expire upon termination of the subscription. When terminating or cancelling a Software subscription, the CUSTOMER is responsible for making an extract of entered data. Other GS obligations linked to a subscription agreement cease upon termination of the Agreement.

12 TRANSFER OF RIGHTS AND OBLIGATIONS

- 12.1 The Parties cannot transfer their rights and obligations under this Agreement to a third party without the written consent of the other Party.

13 AMENDMENTS

13.1 Amendments to this Agreement shall be made only as a written addendum signed by both Parties.

14 PRIORITY

14.1 In the event of a discrepancy, these Terms and Conditions take priority over Gapsolutions.dk and GS's documentation and instructions on the services.

15 JURISDICTION

15.1 The legal relationship between the Parties is governed by Danish law without regard to the Danish choice of law rules.

15.2 Any disagreements between the Parties regarding the understanding or interpretation of the Parties' Agreement shall first be subject to negotiation and, if the parties agree, to mediation. Expenses for this are shared equally between the Parties. If the Parties do not reach a resolution this way, remaining disputes will be settled in the ordinary courts with the Court in Horsens as the first instance and with access to appeal according to the rules of the Danish Administrative Procedure Act.