

# General Terms and Conditions for NorthGRC A/S' (formerly Neupart A/S) supply of IT Security Products and Services.

## 1. Scope

This document defines the general terms and conditions for NorthGRC A/S's ("the supplier") delivery of the supplier's IT security products to the customer: Secure ISMS and modules within Secure ISMS including the various software and content developed by the suppliers, as well as the various consulting services, including SecureConsult, and online services, including neupartOne, NorthGRC and Secure ISMS as a Service.

These terms and conditions for sale and delivery form an appendix to the specific contract ("contract") that has been entered into between the supplier and the customer and in which the specific terms of the parties' contractual relationship have been established. Should there be any discrepancies between the contract and these terms and conditions for sales and delivery, the contract shall take precedence.

## 2. Supply of software

**The following terms apply to software supplied under this contract:**

- 2.1. The customer only acquires a license (right of usufruct) for all software (and accompanying content and documentation) covered by the contract, since all proprietary rights, including copyright and trademark rights as well as other intangible rights, are retained by the supplier.
- 2.2. The customer may make the necessary backups, but must not make additional copies, introduce modifications to the software (including

debugging measures), or transfer it to a third party in violation of the supplier's copyright.

- 2.3. The permitted number of users and user types are set forth in the contract. The time duration of the customer's license, cf 2.1, is indicated in the contract and is interminable for the duration of the contract. Thereafter, the contract is renewed automatically for one (1) year at a time beginning on the anniversary of the contract. The customer may cancel the renewal of the contract with at least three (3) months advance written notice prior to the expiry of the subsequent anniversary of the order date. If the customer fails to pay, the supplier can terminate the license contract with immediate effect after two (2) reminders are issued, each reminder granting an additional ten (10) days to pay.

**Upon the expiry of the license:**

- 2.3.1. The customer's right to use the software, including the supplier's content which the customer may have generated or extracted from the software, terminates with immediate effect.
- 2.3.2. The customer retains the right to use the customer's own content, which the customer previously had put in and extracted from the software. It is the customer's responsibility to make this extraction from the software within the duration of the contract term in a way that ensures that only the customer's own content is extracted and used by the customer.
- 2.3.3. The customer must return or delete the software, documentation etc to the supplier according to his specific instructions.
- 2.4. The supplier assures the customer that he has the necessary permissions for the use of any third-party software that may be incorporated or supplied together with the supplier's services.
- 2.5. Unless otherwise specified in the contract, it shall be incumbent on the customer himself to install the software covered by the contract and for the number of users as set out in the contract.

- 2.6. The delivery is considered to have been made when the download link for the software has been sent to the customer or if it has been transferred to the customer on a readable medium, such as a disk-drive, memory card, CD or other means. Once the delivery has been made, the risk is transferred to the customer.
- 2.7. *Er med i den danske men ikke den engelske:* Med mindre andet er aftalt, er det i Aftalen omfattede software endvidere omfattet af en supportaftale. Supportaftalen giver Kunden adgang til teknisk support og opgraderinger som Leverandøren laver inden for de standard-produkter eller moduler, der er omfattet af Aftalen. Opgraderinger er fejlrettelser eller funktionelle forbedringer. Det er Leverandøren der afgør, hvorvidt forbedringer er en del af supportaftalen eller tilbydes som nyt/nye produkt(er). Supportaftalen følger samme periode som brugsretten jævnfør pkt. 2.1.

### 3. Consulting and Services

The supplier shall provide the consulting service and/or make the online services available as set out in the contract. This includes e.g., designing security routines, staff training, risk assessment and the planning of contingency measures. The following conditions apply to the provision of these services:

- 3.1. The supplier shall provide the contracted consultancy services at the times and locations set out in the contract.
- 3.2. Unless otherwise set out in the contract, the supplier shall make the online services available in such a way that the customer has unimpeded access to them at the agreed times. If the customer's access is impeded because of conditions attributable to the customer himself, power outage, faults attributable to the telecommunications or network provider or other condition beyond the control of the supplier, the then supplier is absolved of his obligations to provide until such time as such hindrances no longer remain in place.
- 3.3. If the consultancy or services or a part thereof are provided as ongoing services, then these services, unless otherwise indicated in the contract, may not be cancelled by either party for twelve (12) months, from which

time the services may be cancelled with six (6) months' written notice to the end of a month.

- 3.4. The customer shall provide information, documents and details necessary to the provision of services to the supplier. Thus, the customer shall ensure that information exchange meetings, e.g., interviews, with the supplier can be held as agreed. The customer specifies a primary contact person who has contact with the supplier in connection with the consultancy services.
- 3.5. The customer buys a perpetual and non-exclusive right of usufruct to the results of the consultancy services. The right of usufruct pertains to the customer's own use. The supplier maintains copyright and intangible rights in general to the outcome of the consultancy services, either in whole or in part. Knowhow, methods and techniques that relate to the consultancy services and which are developed or added in connection with the consultancy services by one of the parties or jointly may be freely used by the customer for his own use and can be freely used by the supplier in his other business activities.

## 4. Pricing and Payment

The price for the contracted services, including both one-time services and ongoing services, are set out in the contract. Unless otherwise indicated, all prices exclude VAT. Unless otherwise determined in the contract, the prices for consultancy services are calculated on the invoice. The customer shall furthermore pay for the supplier's time spent and expenses for transportation, accommodation and meals etc. associated with the contract and as per the applicable standard rates at the given time on [www.northgrc.dk/transport](http://www.northgrc.dk/transport). If professional services are purchased as prepaid vouchers, the hours on the voucher shall be used one year after ordering.

Terms of payment are net 14 days after the invoice date. The penalty for late payment is 2% interest per month or part thereof. All contracts for ongoing services are invoiced in advance, unless otherwise specified in the contract. Other services are invoiced in arrears. The contracted prices are adjusted proportionally to the increase in the net price index as announced by Statistics Denmark each year.

## 5. Statutory Requirements

The supplier warrants that the services provided at the moment of delivery comply with the applicable law. The contract with the supplier does not absolve the customer from the obligations incumbent upon him with regard to the law, including the Work Environment Act and the Act on the Processing of Personal Data.

## 6. Customer's Obligations

The customer must meet the obligations set out in the contract. The customer shall furthermore devote the necessary time for the fulfilment of the contract including helping with all relevant information about the customer's business activities, as well as taking part in the agreed meetings with the supplier, tests, experiments and other measures the supplier deems necessary for the fulfilment of the contract. Upon the supplier's request, the customer shall designate a primary contact person who will devote the necessary time to ensure the progress of the contracted task.

## 7. Delays

If the supplier substantially exceeds the delivery times as set out in the contract and such cannot be attributed to the customer's circumstances, the customer shall be entitled to cancel the contract. Termination shall be made by written notification to the supplier and without unreasonable delay. However, there can be no termination of services already provided.

If the delay exceeds one (1) month and the supplier has acted with intentional or gross negligence, the customer may also demand compensation for substantiated losses resulting from the delay. Compensation does not include indirect losses; similarly, the compensation may never exceed 10% of the total contract sum; however, the maximum is DKK 500,000.

If, within an agreed timescale, the customer fails to provide information, documents and details which are necessary for the supplier to perform his services within the timescale,

or if the customer with a period of notice of less than five (5) working days cancels agreed meetings and this cannot be attributed to the supplier's circumstances, the supplier shall be entitled to demand payment for the additional time which the customer's inactions or cancellations take. Payment shall be based on the supplier's actual additional time and standard hourly rates shall apply unless other rates are set forth in the contract.

## 8. Deficiencies

The performance of a service is deficient if it is not in accordance with the contract or with the customer's reasonable expectations. With regard to the consultancy and servicing included in the contract, these shall be considered deficient if the outcome is not in accordance with the contract or with the customer's reasonable expectations.

If the customer wishes to cite deficiencies in what is delivered, a complaint shall be submitted in writing and without unreasonable delay after the deficiency is discovered. The customer's right to cite deficiencies in what is delivered is voided, however, if the customer has made corrections or modifications in the software included in the contract and under all circumstances one (1) year following delivery.

In the case of deficiencies in what is delivered, the supplier shall be obligated and entitled, within a reasonable amount of time, to remedy the fault.

If, in spite of repeated attempts, the supplier does not manage to remedy the faults, and the deficiencies can be considered substantial, the customer may, upon submission of a written notification of a least three (3) weeks' notice, terminate the contract with regard to consultancy and service - however only with regard to future provision - or demand a proportionate reduction. If supplier has acted with intentional or gross negligence, the customer may also demand compensation for substantiated losses.

However, any compensation shall not include indirect losses; similarly, compensation is not awarded for losses attributable to power outages or faults attributable to telecommunications or network providers. Compensation can furthermore never exceed 10% of the contract sum, subject however to a maximum of DKK 500,000.

## 9. Customer Violations

If the customer is in substantial breach of his obligations as set out in the contract and does not rectify the situation without undue delay, the supplier shall be entitled under Danish law to demand compensation for any loss which the supplier may have incurred as a consequence thereof. However, compensation does not cover indirect losses and cannot exceed 10% of the contract sum; furthermore it shall not exceed DKK 500,000.

## 10. Force majeure

If the supplier's fulfilment of his obligations is impeded or becomes unreasonably burdensome due to circumstances over which the supplier has no control, the supplier's delivery obligations are suspended.

Examples of such circumstances include fire, explosion, natural catastrophes, war, riots, import or export prohibitions, strikes or lockouts, currency restrictions or widespread shortages of goods.

If the fulfilment of the contractual obligations are prevented for more than six months due to a reason as mentioned above, the customer may give the supplier written notification of cancelling the contract as it pertains to consultancy and service, however only as it pertains to future provisions. The customer may not claim any other remedies.

## 11. Confidentiality

Each party is obligated to treat all information regarding the opposite party and about the contractual relationship as confidential. This also applies after the contract has expired. Unless otherwise set out in the contract, the supplier is, however, entitled to disclose the existence and form of cooperation to prospective customers and cooperative partners. The supplier is moreover entitled, without further consent from the customer being necessary, to use data obtained from the cooperation for statistical purposes provided that the customer's identity cannot thereby be derived.

## 12. Subcontractors

The supplier is entitled to engage subcontractors.

## 13. Governing Law and Jurisdiction

The contract, as well as these general conditions, shall be subject to Danish law. The venue of jurisdiction is the Copenhagen City Court.

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