

## Wolters Kluwer General Terms

These Wolters Kluwer General Terms (“General Terms”) constitute an agreement that govern the provision of the Services by Wolters Kluwer Danmark A/S (“Wolters Kluwer”) with company CVR. Number 13386293 to Customer (“Customer”), as more fully identified on any documentation including the order form and/or the invoice. Each of Wolters Kluwer and Customer are referred to as a “Party” and together the “Parties”. These General Terms are, unless otherwise agreed by the Parties in writing, applicable for Wolters Kluwer Cloud Services and Additional Services from time to time.

By accepting the Agreement either by clicking on the “OK” button indicating acceptance, signing the Signature Page of the Agreement, executing an order form or starting the use any of the Services, Customer hereby agrees to these General Terms and the signatory hereby warrants he/she has full power and authority to enter into the Agreement for and on behalf of Customer. If no such authority is present or Customer does not agree to these General Terms, Customer must not use any of the Services.

### 1. Definitions

1.1. In the Agreement the terms and expressions shall have the meanings assigned to them below. Other capitalized words and expressions have in the Agreement the respective meaning ascribed to them elsewhere in the Agreement.

**“Agreement Period”** means each successive twelve (12) months period of the Agreement, the first of which runs from the Effective date and each consecutive twelve (12) months period from renewal during the duration of this Agreement.

**“Additional Services”** means additional services provided by Wolters Kluwer to Customer other than Wolters Kluwer Cloud Services or Wolters Kluwer Software Licenses.

**“Authorized User”** means any of Customer’s current employees, contractors or other representatives who are authorized by Customer through the Services to use the Services and the Documentation.

**“Confidential Information”** means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in accordance with section 10.

**“Documentation”** means the documentation which Wolters Kluwer make available to Customer and which sets out a description of the Services, user requirements (“Acceptable Use of the Services”) and the user instructions for the Services.

**“Intellectual Property Rights”** means all forms of intellectual property rights in any country or region and in any way relating to the Services and/or Documentation, including but not limited to patents, inventions (whether patentable or not), design rights (registered and unregistered), utility models, trademarks, copyrights and related rights, know-how including trade secrets and any similar rights, whether registered or not.

**“List of Services”** means the list of Services at each time relevant for Customer

**“Services”** means service or services provided by Wolters Kluwer to Customer including services specified in List of Services and any consultancy and/or development services provided to Customer.

**“Sub-supplier”** means a supplier providing communication, hosting support or other services to Wolters Kluwer.

**“Virus”** means any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device, prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise), or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**“Wolters Kluwer Cloud Services”** means the Services provided by Wolters Kluwer under the Agreement to Customer, which may include installation, hosting and maintenance by Wolters Kluwer, or a sub-supplier on behalf of Wolters Kluwer.

**“Wolters Kluwer Software Licenses”** means Software licences provided by Wolters Kluwer to Customer that

require installation at a Customer's site and which are to be hosted and maintained by Customer. Unless otherwise agreed in writing, these General Terms are not applicable for Wolters Kluwer Software Licenses.

**“Wolters Kluwer Price List”** means at the prevailing time the applicable prices payable for the Services and subject to the payment terms provided by Wolters Kluwer.

1.2. In the Agreement, unless the context requires otherwise: a) words importing the singular number include the plural number and vice versa; b) the headings to the sections of the Agreement are not to affect the interpretation; c) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or by law made under that enactment; d) a reference to writing or written includes e-mails.

## 2. The Agreement

2.1. This agreement (“Agreement”) consists of the following documents:

- 1) Signature Page of Agreement (*if applicable*)
- 2) Additional Service Terms (*if applicable*)
- 3) Wolters Kluwer General Terms
- 4) [Appendix 1 – Data Processing Agreement](#)
- 5) [Appendix 2 – Service Level Agreement](#)
- 6) [Appendix 3 – Security Measures Description](#)
- 7) Any other addenda or additional documents agreed between the Parties in writing from time to time, to be part of the Agreement.

2.2. The purpose of the Agreement is to state the terms and conditions for the provision of the Services from time to time. Unless otherwise agreed in writing, Wolters Kluwer agree to provide and Customer agree to take and pay for the Services subject to the General Terms set out in the Agreement.

2.3. In case of any inconsistency or conflict between the documents forming the Agreement, the order of the documents shall be as listed in section 2.1.

## 3. Contact persons

- 3.1. Customer shall appoint one or more individual(s) responsible for the communication and business dialogue with Wolters Kluwer (“Business Contact Person”). Customer shall provide contact information for the Business Contact Person to Wolters Kluwer.
- 3.2. The Business Contact Person shall serve as a primary point of contact with Wolters Kluwer and shall be authorized and entitled to represent Customer in all matters concerning the implementation and the use of the Services. Further, the Business Contact Person shall be authorized to receive all communications from Wolters Kluwer and is responsible to distribute relevant information to the relevant recipients within Customer's business.
- 3.3. If relevant to the Services, Customer shall in addition to Business Contact Person appoint one or more individual(s) with suitable training and experience as its local administrator, responsible for administration of the Services and/or the Authorized Users (“Super User”).
- 3.4. The appointment of each Super User is subject to the consent or approval of Wolters Kluwer, not to be unreasonably withheld. Wolters Kluwer may suspend or withdraw its approval if a Super User is reasonably deemed unfit by Wolters Kluwer.
- 3.5. Customer shall promptly and without delay notify Wolters Kluwer in writing in event of any changes or updates regarding the contact details for the Business Contact Person or the Super User.

## 4. Performance of the Services

- 4.1. Wolter Kluwer shall endeavor to make the Services available 24 hours a day, seven days a week except for maintenance and improvement work. The Services are provided for the benefit of Customer, on an "as is", "as available" basis and Wolters Kluwer do not warrant: a) that Customer's use of the Services will be

uninterrupted or error-free; or b) that the Services, Documentation and/or the information obtained by Customer through the Services will meet Customer's requirements.

- 4.2. If applicable for the Services, Wolters Kluwer shall aim for the performance to be in accordance with the relevant Service Level Agreement ("SLA"), as shown in *Appendix 2 – Service Level Agreement*.
- 4.3. If any deviation is identified in the Services prohibiting Customer from using the Services ("Error") Customer shall promptly notify Wolters Kluwer. Wolters Kluwer shall endeavor to remedy the Error with the urgency required by the circumstances and Customer undertakes to provide all relevant information in relation to the Error and, if necessary, on request assist Wolters Kluwer to perform an analysis by demonstrating how the Error occurred.
- 4.4. Wolters Kluwer shall have no liability or responsibility to attend to an Error in any circumstances if an Error occurred or was caused directly or indirectly by: a) circumstances within the responsibility of or caused by Customer or its infrastructure, systems or network communication or by any other party used by Customer or any of its suppliers; b) Virus, malware or other security interference provided that Wolters Kluwer has implemented security measures in accordance with the Agreement; or c) any circumstances outside the Wolters Kluwer's area of responsibility for the Services.
- 4.5. Wolters Kluwer shall when performing maintenance and improvement work, if appropriate, perform such work outside of office hours or otherwise aim to limit the impact on Customer.
- 4.6. Customer is aware of and agrees to that the Services excludes back-up, unless otherwise is directly stated by Wolters Kluwer.
- 4.7. The Parties agree that the Services may change over time, including but not limited to the Services offered and functionality and design of the Services.
- 4.8. If Services are provided in different versions, any obligations for Wolters Kluwer shall be applicable only for the latest version of the Services offered to other customers, unless otherwise agreed in writing.

## 5. Rights and obligations

- 5.1. Subject to Customer's full compliance with its obligations stipulated in the Agreement, Wolters Kluwer hereby grants Customer a personal, non-exclusive, non-transferable and time limited right (without the right to grant sub-licenses) to permit the Authorized Users to use the Services in accordance with the Documentation solely for Customer's internal business operations and limited to the defined number of Authorized Users, and/or objects for calculation stipulated in the Agreement.
- 5.2. Customer shall provide Wolters Kluwer with all necessary co-operation and necessary access to such information as may be required by Wolters Kluwer to perform according to the Agreement.
- 5.3. If the Services are based or priced on the number of users, objects or other parameters, Customer shall promptly report any increases of the number to Wolters Kluwer. Wolters Kluwer is entitled to verify, or request Customer to provide basis to verify, the correctness of the information.
- 5.4. Customer shall ensure that only Authorized Users have access to the Services and takes full responsibility for its Authorized Users' use of the Services and Documentation and to inform them of these General Terms. In relation to the Authorized Users, Customer undertakes that each Authorized User shall keep access credentials confidential.
- 5.5. Customer is responsible for all communication between Customer and the Services, including but not limited to all network communication and any loss or damage arising from such communication. It is within the responsibility of Customer to verify solutions and devices used are compatible with the Services and in addition meet, at the relevant time, the applicable Services implementation dependencies or other requirements as communicated by Wolters Kluwer via the Wolters Kluwer website or any other channels.
- 5.6. Customer must not alter or modify or permit the Services (whether whole or any part) to be combined with or become incorporated in any other software or service without Wolters Kluwer's prior written consent
- 5.7. Customer agrees to assume sole responsibility from its use of the Services and Documentation by Customer, and for results obtained from the use of the Services and Documentation, and for any conclusions drawn from such use. Customer shall also be responsible for any damage or loss caused by errors or omissions in any information, instructions or scripts Customer provided to Wolters Kluwer in connection with the Services or the Agreement, or any actions taken by Wolters Kluwer at Customer's

direction. Customer shall ensure that any material, information, instructions or scripts communicated to Wolters Kluwer shall not breach the Intellectual Property Rights of any third party and agrees to fully indemnify and hold Wolters Kluwer harmless in the event of such breach occurring or alleging to have occurred.

- 5.8. Customer takes full responsibility of that Authorized Users use of the Services and Documentation adhere to the terms of the Agreement, including but not limited to Documentation, applicable law and/or legislation and adequate security level.
- 5.9. Customer is aware of and agrees that any use of third-party applications and/or solutions may be required for the use of the Services or certain functionality. Unless otherwise agreed, if the use of a third-party application and/or solution is required it is within the responsibility of Customer to obtain licenses for and sign relevant agreements with any such third party and to pay any relevant fees. Wolters Kluwer shall have no part or liability in relation to the content or use of any such third-party application and/or solution, any transactions completed, or any contract entered into by Customer with any such third party.
- 5.10. Wolters Kluwer is not responsible for any connection or integration with a third party. Wolters Kluwer make no commitment and shall have no liability or obligation in relation to Customer or its Authorized Users ability or availability to connect to another service and/or with a relevant third party. Customer accepts that in this respect Wolters Kluwer depends on such other party and the latter's security, availability and/or infrastructure to provide, maintain or offer such a connection.
- 5.11. Should Wolters Kluwer be of the opinion that any nuisance, harm or other threat exists which may compromise the Services (in part or in full) or other environment and/or devices belonging to Wolters Kluwer or any other party and/or the provision of services through the internet, in particular, due to the excessive transmission of email messages or other data, denial of service, attacks, poorly secured systems or the activities of a Virus, trojan or similar software, Wolters Kluwer shall be entitled to take any action (including Services suspension) which it deems necessary to counter or avoid such threat. For the avoidance of doubt, Customer hereby authorizes Wolters Kluwer to take such action as Wolters Kluwer deems necessary in the circumstances and Wolters Kluwer shall not be deemed to be in breach of the Agreement or the SLA in such a case. Any result of such action shall not be deemed to have effect on the performance of the Services according to the SLA (irrespective of the duration of any suspension and until the Services can resume as normal). Wolters Kluwer may recover any costs which may reasonably be expected to be associated with such action from Customer.

## 6. Additional Services

- 6.1. Customer may during the Agreement Period order new, complementary or extended Wolters Kluwer Cloud Services and Additional Services subject to terms and conditions and fees prevailing at the time at which the order is received.
- 6.2. If Wolters Kluwer offers Customer access to Additional Services where additional terms ("Additional Service Terms") are applicable, existence of such terms shall be indicated in the order confirmation and/or List of Services or in other way be available to Customer. By ordering any Additional Service or starting to use any Additional Service, Customer agrees to the Additional Service Terms prevailing at the time. In event of any inconsistency between the Wolters Kluwer General Terms and the Additional Service Terms, the latter shall take precedence.
- 6.3. Wolters Kluwer may in its sole discretion accept or decline the order referred to at section 6.2 at which point Customer shall be informed accordingly. Where Customer identifies any error within an order confirmation for an accepted order, Customer shall inform Wolters Kluwer within five (5) days of receipt following which the order shall be deemed to be correct.
- 6.4. Customer shall ensure that orders for new, complementary or extended Services are only placed by directors, employees or other representatives that are duly authorized by Customer to enter into agreements with Wolters Kluwer.
- 6.5. Unless otherwise agreed in writing, any time, date or deadline for the performance of any Wolters Kluwer obligation under the Agreement shall not be deemed a condition but shall only serve as an estimate or

otherwise be indicative of the time, date or deadline of performance of such obligation.

## 7. Prices and payments terms

- 7.1. Customer shall pay the prices and fees according to the Wolters Kluwer Price List prevailing at the time of the order or renewal of the Service, unless otherwise agreed.
- 7.2. Customer agrees that Wolters Kluwer may without notifying Customer in advance increase the prices and fees by a maximum of five (5) percent per Services and/or chargeable event. Where Wolters Kluwer would like to increase prices and fees by more than five (5) percent Wolters Kluwer shall provide at least 30 (thirty) days' notice. If Customer objects to the increase in the prices or fees it shall inform Wolters Kluwer accordingly and the Parties shall endeavor to agree the percentage to be applied. Where no such agreement is reached Customer shall have the option to terminate the Agreement with effect from the date at which the increase will apply.
- 7.3. All prices are exclusive of VAT and/or any other applicable taxes or levy and invoice fees, which shall be charged in addition at the rate in force at the date any payment is required from Customer and other taxes, duties, invoice fees and charges. If not otherwise specified in relating to the Services, invoicing will be conducted in advance and Customer undertakes to make payment within ten (10) days from the date of invoice.
- 7.4. If the invoice is disputed by Customer, Customer shall notify Wolters Kluwer within ten (10) days of receipt of invoice, detailing the nature of the dispute.
- 7.5. In event of delay of payment, interest shall be paid according to applicable law. In event of unpaid amounts remaining after thirty (30) days, Wolters Kluwer is entitled to withhold all further delivery of Services until Customer fully pays the outstanding amounts, including interests and charges.
- 7.6. Customer agrees to accept invoices in electronic format and to keep Wolters Kluwer informed of any change to the email address at which electronic invoices are to be issued.
- 7.7. Any cost or fees for services not defined as included in the Services including complementary work, consultancy assignments, provision of support or training will be invoiced in arrears according to the Wolters Kluwer Price List, unless otherwise agreed in writing.

## 8. Sub-suppliers

- 8.1. Wolters Kluwer shall be entitled to engage Sub-suppliers for the performance of the Services.

## 9. Notices

- 9.1. Any notice or consent, including notice of termination according to section 12, shall be in writing and sent by courier, registered post or receipted email to the other Party's contact person at the address provided by such Party. The other Party shall be deemed to have received such notice: a) at the time of delivery, if delivered by courier; b) 5 days after dispatch, if sent by registered post; c) at the time of transmission to the correct email address of the addressee save that if notice is served outside of normal business hours' notice shall be deemed served the next day, if sent by receipted email.
- 9.2. Subject to section 12, formal notice of termination of the Agreement shall be sent to [kundeservice@wolterskluwer.dk](mailto:kundeservice@wolterskluwer.dk) in order to be valid.

## 10. Confidentiality

- 10.1. Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under the Agreement. A Party's Confidential Information shall not be deemed to include information that: a) is or becomes publicly known other than through any act or omission of the receiving Party; b) was in the other Party's lawful possession before the disclosure; c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or d) is independently developed by the receiving Party, which independent development can be shown by written evidence.
- 10.2. Each Party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party (save that disclosure is permitted for Wolters Kluwer to share Confidential Information within Wolters Kluwer's group and to Wolters Kluwer's professional



advisers, agents and (sub)contractors), or use the other's Confidential Information for any purpose other than the implementation of the Agreement, or as may be required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.

- 10.3. Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 10.4. Customer acknowledge that details of the Services and/or Documentation, and the results of any performance tests of the Services, constitute Wolters Kluwer's Confidential Information.
- 10.5. The above provisions of this section 10 shall survive termination of the Agreement, however arising, for a period of 5 (five) years but shall not restrict Wolters Kluwer's freedom to copy and to re-use Services and techniques or functionality developed by Wolters Kluwer for or with Customer whether or not based upon Confidential Information disclosed to Wolters Kluwer by Customer.

### 11. Intellectual property rights

- 11.1. Wolters Kluwer is the sole owner of all rights of whatever nature, including Intellectual Property Rights, relating to the Services and Documentation. Nothing in the Agreement shall be interpreted as to any transfer of any right, title or interest to Customer or other party.
- 11.2. The Wolters Kluwer name, the Wolters Kluwer logo, and the product names associated with the Services are trademarks of Wolters Kluwer or third parties and can only be used with Wolters Kluwer's prior written consent.

### 12. Agreement Period and termination

- 12.1. The Agreement will enter into force on the date at which Customer: a) accepts the Agreement by clicking on the "OK" button indicating acceptance; b) signs the Signature Page of the Agreement; c) executes an order form; or d) starts use any of the Services, whichever occurs first ("Effective Date").
- 12.2. The initial Agreement Period is twelve (12) months calculated from the Effective Date, unless otherwise agreed. Each Party can in writing provide notice of termination of the Agreement for termination to be effective at the end of the the current Agreement Period provided such notice is given at latest one (3) month before end of the then current Agreement Period. Where no cancellation notice is given in writing or a shorter notice than stipulated above is provided, the notice to terminate shall be invalid and the Agreement shall automatically be renewed for successive periods of twelve (12) months.
- 12.3. If the Agreement covers several Services, the Services can be separately terminated provided the notice period applicable for such Services according to the List of Services, Additional Service Terms or order confirmation is complied with. If no other notice period is stipulated, the notice period defined in section 12.2 shall apply. If any Services remain after termination of certain Services enters into effect, the Agreement shall still be valid during the remaining period for the applicable Services.
- 12.4. In addition to what is stated above, Wolters Kluwer has the right to cancel the provision of Services immediately if a Sub-supplier cancel provision of, in whole or in part, its services to Wolters Kluwer or if the Sub-supplier or Customer become involved or in any capacity in any business concern which in Wolters Kluwer's reasonable opinion, competes with the Wolters Kluwer Group's business, provided Wolters Kluwer shall without delay inform Customer of such cancellations. Further Wolters Kluwer has the right to replace the Services with equivalent services.

### 13. Premature termination

- 13.1. Without prejudice to any remedy it may have against the other Party for breach or non-performance under the Agreement, either Party shall have the right to terminate the Agreement with immediate effect by providing notice to the other Party: a) if the other Party should commit or permit a material breach or non-performance of a material obligation of importance to the other Party and should fail to remedy such breach or non-performance within thirty (30) days after receipt of written notice; or b) if the other Party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate re-organization proceedings or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership.

13.2. Notice of termination according to this section 13 shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved Party.

#### 14. Effect of termination

- 14.1. On termination of the Agreement for any reason: a) all access to and/or use of Services granted under the Agreement shall immediately terminate and Customer shall immediately cease all use of the Services; and b) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 14.2. Calculated from the termination of the Agreement entering into effect, Customer can in writing within sixty (60) days order a copy of Customer's data for transfer according to the Wolters Kluwer Price List, which Customer agrees to pay accordingly. Wolters Kluwer shall provide the copy of the data upon receipt of full payment from Customer, if relevant and to reasonable extent, in Wolters Kluwer's standard format.
- 14.3. After the expiry of the sixty (60) days' time limit stipulated in section 14.2, Wolters Kluwer shall unless otherwise stipulated by law, delete all Customer's data.

#### 15. Transfer of rights or obligations

- 15.1. Customer cannot assign nor transfer any part of its rights or obligations under the Agreement without the prior written consent of Wolters Kluwer. Wolters Kluwer may in whole or part assign, sub-contract, pledge or otherwise encumber any of its rights or obligations under the Agreement to: a) a parent or subsidiary or a company within Wolters Kluwer's group of companies or a Sub-supplier; b) an acquirer of all or substantially all of Wolters Kluwer's assets involved in the operations relevant to the Agreement; or c) a successor by merger or other combination.

#### 16. Indemnity

- 16.1. Notwithstanding any other provisions in the Agreement, Customer shall defend, indemnify and hold Wolters Kluwer harmless against claims (including any claim brought by a Customer's client or any other third party) arising out of or in connection with Customer use of the Services and/or Documentation outside of that expressly permitted by the Agreement, provided that: a) Customer are given prompt notice of any such claim; b) Wolters Kluwer reasonably co-operate with Customer in the defence and settlement of such claim, at Customer's expense; and c) Customer is given sole authority to defend or settle the claim.
- 16.2. At Customer's request in writing and subject to Customer's compliance with this Agreement, Wolters Kluwer shall defend Customer against any claim that the Services infringes any Danish patent, copyright, trade mark, database right of any third party effective as of the Agreement entering into force, and shall indemnify Customer for any amounts awarded against Customer in judgment or settlement of such claims, provided that: a) Wolters Kluwer are given prompt notice of any such claim; b) Customer reasonably cooperate with Wolters Kluwer in the defence and settlement of such claim, at Customer expense; and c) Wolters Kluwer are given sole authority to defend or settle the claim.
- 16.3. In the defence or settlement of any claim, Wolters Kluwer may procure the right for Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on two (2) business days' notice to Customer without any additional liability or obligation to pay liquidated damages or other additional costs to Customer.
- 16.4. In no event shall Wolters Kluwer, their employees, agents and sub-contractors be liable to Customer to the extent that the alleged infringement is based on: a) a modification of the Services by anyone other than Wolter Kluwer or a person authorized by Wolters Kluwer; or b) Customer use of the Services in a manner contrary to this Agreement or the instructions given to Customer by Wolters Kluwer ; or c) Customer use of the Services, after notice of the alleged or actual infringement from Wolters Kluwer, a claimant or any appropriate authority.
- 16.5. The foregoing state Customer's sole and exclusive rights and remedies, and Wolters Kluwer's entire obligation and liability (including of Wolters Kluwer's employees, agents and Sub-suppliers), for

infringement of any patent, copyright, trademark, database right or right of confidentiality.

#### 17. Limitation of liability

- 17.1. Wolters Kluwer shall have no liability to Customer (or to any other third party) under the Agreement if Wolters Kluwer are prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving their workforce or of any other party), failure of a utility service or transport or telecommunications network, terrorist attacks, act of God, war, riot, civil commotion, armed conflict, imposition of sanctions, embargo, malicious damage, denial of service attack, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, collapse of buildings, fire, flood, storm or default of suppliers or sub-contractors, provided Customer is notified of such an event and its expected duration.
- 17.2. Wolters Kluwer shall in no event be liable to Customer for loss or other indirect damage or for Customer's liability towards any third party.
- 17.3. In all cases, the total aggregate liability of Wolters Kluwer shall, unless intent or gross negligence is proved, be limited and shall not exceed the total fees and prices paid by Customer to Wolters Kluwer for the relevant Services during the twelve (12) months immediately preceding the date on which the claim arose. For the avoidance of doubt, this section 17.3 shall survive the termination of the Agreement howsoever arising.
- 17.4. To have the right to claim for damages or other compensations according to the Agreement, such claim shall be raised at latest six (6) months from the occurrence of the damage.

#### 18. Miscellaneous

- 18.1. The version of documents of the Agreement applicable at the start of each Agreement Period shall be applicable for such Agreement Period. If any changes are made to the terms or prices during an ongoing Agreement Period, such updated terms and prices will apply from the start of the upcoming Agreement Period and if deviating, start or renewal of the period for the applicable Services.
- 18.2. Wolters Kluwer has the right to update the Agreement during an ongoing Agreement Period only if such update is necessary for compliance with applicable law or technical development and to implement or update terms of Acceptable Use of the Services. Wolters Kluwer shall promptly inform Customer of such updates. Customer shall comply with the Acceptable Use of the Services document at all times.
- 18.3. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the Parties, whether written or oral, relating to its subject matter.
- 18.4. Each Party acknowledges that in entering into the Agreement, a Party does not rely on, and shall have no remedies in respect of, any undertaking, promise, statement, representation, assurance, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not), whether made innocently or negligently, that is not set out in the Agreement
- 18.5. If any provision of the Agreement is held to be invalid or unenforceable by any competent court, authority or arbitral tribunal, the remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law, and the Parties shall negotiate any necessary changes to the Agreement to maintain the framework, structure and operation of the transactions contemplated by the Agreement as far as possible.

#### 19. Governing law

- 19.1. This Agreement shall be governed by and construed in accordance with the laws of Denmark, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.
  - 19.2. Any disputes arising out of the Agreement shall be exclusively and finally settled in the District Court of Copenhagen, Denmark.
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