GENERAL SUBSCRIPTION TERMS AND CONDITIONS

Version 2.2, October 2026

These terms and conditions apply to the Customer's use of the Software and MinRefusion's delivery of Services, etc.

1 DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions, the following expressions have the following meanings:

"Confidential Information":	Any information relating to a Party (or one of its affiliated entities) (whether in written, oral, or any other form), which is shared with the other Party as part of the Contract, except for information that (a) is already publicly available (other than as a result of a breach), (b) is received from a third party without confidentiality obligations, or (c) is developed by the other Party without breaching the Contract.
"Contract":	The agreement that includes these General Subscription Terms and Conditions and the Data Processing Agreement, including any appendices, annexes, and amendments.
"Customer":	The Party identified in the Contract who requests the delivery of Software and Services from MinRefusion.
"Customer Data":	Data, text, drawings, diagrams, images, or audio (together with any associated database), provided to MinRefusion by the Customer and/or an End User in connection with the use of the Software and/or the Services.
"Data Processing Agreement":	The agreement between MinRefusion and the Customer regarding MinRefusion's processing of personal data on behalf of the Customer as part of the Contract, including appendices and annexes.
"Documentation":	The documentation available online as part of the Software, updated and amended by MinRefusion as needed.
"End User":	Any person who is either (i) employed by the Customer, (ii) a third-party consultant working for the Customer at the Customer's premises, or (iii) a user working at the Customer's customers, and who is created as a user in the Software with a unique user ID and approved by MinRefusion.
"Event":	Any action, occurrence, omission, or circumstance.
"Fees":	The fees payable for the Software and Services as specified in the Contract, with any amendments in accordance with the Contract.

"Force Majeure":	Events beyond a Party's control, including, but not limited to, natural disasters (such as fire, flood, earthquake, hurricane), government actions, war, invasion, hostilities (whether or not war is declared), civil war, rebellion, revolution, military force or confiscation, terrorism, nationalization, government sanctions, strikes or other labor disputes, power outages, hacking, denial-of-service attacks, nationwide blockade, or embargo.
"General Subscription Terms and Conditions":	This document, which specifies the terms and conditions for the Contract regarding the Customer's use of the Software and MinRefusion's delivery of Services.
"Lock-in Period":	An irrevocable period of 12 months, commencing on the Subscription Effective Date.
"Intellectual Property Rights" (IPR):	All patents, trademarks, trade names, copyright, moral rights, design rights, database rights, know-how, and other intellectual property rights, whether registered or capable of registration, and existing globally, as well as any goodwill associated therewith.
"Parties":	MinRefusion and the Customer.
"Party":	MinRefusion or the Customer.
"MinRefusion":	MinRefusion ApS, Roarsvej 24, 2000 Frederiksberg, Denmark - CVR 33746636.
"Services":	The services that MinRefusion agrees in writing to provide to the Customer as set forth in the Contract.
"Software":	The reimbursement software called "MinRefusion" and all related Software and Documentation that MinRefusion provides to the Customer as specified in the Contract.
"Subscription Effective Date":	The date on which the Software or Services are first made available to the Customer or another date as specified in the Contract, whichever occurs first.
"Subscription Period":	A period of 12 months, calculated from the Subscription Effective Date or from the expiration of the preceding Subscription Period.
"Term":	The period during which the Contract is valid.
"Data Provider":	The third-party software chosen by the Customer, which, through integration with MinRefusion, provides absence data and/or master data to the Software, and is used for the delivery of the Services.

2 SCOPE AND INTERPRETATION

2.1 The intention of the Contract is to govern MinRefusion's delivery of Software and Services to the Customer. This includes the definition of the license terms for the Customer to use the Software and the Services offered.

2.2 MinRefusion commits to performing the Services in accordance with the Contract and according to recognized industry standards.

2.3 The term "including" and similar phrases shall be interpreted as "including, but not limited to".

2.4 Words shall be understood in both singular and plural, depending on the context.

2.5 The headings in the Contract and in the General Subscription Terms and Conditions are for guidance only and have no effect on the interpretation of its content.

3 SOFTWARE DESCRIPTION

3.1 The Software is created by MinRefusion. The Customer's access to updated information about the Software's features and the latest user manual is secured via https://minrefusion.dk/support or an alternative URL that MinRefusion may designate.

4 LICENSE TO THE CUSTOMER AND USER RIGHTS

4.1 MinRefusion grants the Customer a non-exclusive and limited right of use as specified in the Contract, providing access to and use of the Software that MinRefusion makes available as a cloud service, exclusively for use on the Customer's own systems during the Contract's Term. This license is non-transferable, unless the Contract expressly permits it, for example if the Customer has the right to allow its own customers to use the Software and Services.

4.2 Unless permitted by applicable law or expressly authorized by the Contract, the Customer is prohibited from (i) copying, correcting errors, modifying, decompiling, decrypting, reverse engineering, disassembling, adapting, or otherwise transforming the Software into a human-readable format, or (ii) transferring, assigning, storing, reproducing, sublicensing, publishing, renting, leasing, distributing, selling, printing, displaying, performing, or creating derivative works of the Software, or (iii) commercializing the Software, information, or products obtained from the Software. Should any of these actions involve third-party material, the Customer must obtain written permission from the relevant third-party owner before such activities are commenced.

4.3 The Customer is not permitted to reproduce, distribute, display, sell, publish, broadcast, or transfer material from MinRefusion or material obtained via the Software (such as advice and security updates) to third parties, including the Customer's associated companies or group-related entities, or to make such material available for third-party use.

4.4 The Software may only be used by the legal entity that has acquired a license or otherwise has been expressly granted the right to use the Software, and there must be no shared use with other legal entities, including the Customer's associated companies or group-related entities.

4.5 The Customer may not remove, hide, or modify any copyright notices contained in the Software or in material from MinRefusion or material provided as part of the Software or Services.

4.6 The Customer and any individual End User shall avoid exceeding or circumventing the permitted use as defined in the Contract.

4.7 MinRefusion will continuously maintain the Software throughout the Contract's Term, including installing new versions and releases (updates) of the Software.

5 CUSTOMER OBLIGATIONS

5.1 The Customer shall:

a. at all times comply with all laws and regulations and any requirements or instructions that may be given by MinRefusion in connection with the Software and Services,

b. immediately provide MinRefusion (at the Customer's expense) with all information, resources, and assistance that MinRefusion has reasonably requested in connection with the performance of its obligations under the Contract,

c. ensure that the necessary information for reimbursement applications is in MinRefusion's possession no later than 2 (two) working days before the reporting deadline,

d. at all times ensure that MinRefusion has access to appropriately qualified and experienced customer representatives, as MinRefusion reasonably requires in connection with the performance of its obligations under the Contract. The Customer will ensure that such customer representatives have immediate access to all necessary information and resources,

e. encourage End Users to use the latest version of their web browser to access the Software and Services. We recommend that the browser be updated within the last two (2) years,

f. allow MinRefusion to audit the Customer's and End Users' use of the Software and/or Services to verify that the Customer's obligations are performed in accordance with the Contract as further specified in section 11,

g. ensure that each End User uses a secure password for their use of the Software and Services, and that each End User keeps their password confidential.

6 SUPPORT

6.1 Upon request, MinRefusion will provide ordinary customer support in connection with the Software to the Customer within a reasonable time during MinRefusion's normal business hours as specified on MinRefusion's website.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights, including patents, copyright, trademarks, and know-how related to the Software, Services, and all material delivered or created in connection with this Contract, belong to MinRefusion. The Customer and End Users have no rights to the Software or Services unless otherwise specified in the Contract. This applies to both existing and newly developed intellectual property, except for Customer Data, which remains the Customer's property.

7.2 Use of MinRefusion trademarks requires prior written consent from MinRefusion.

7.3 Customer Data is owned by the Customer, who is also the data controller.

8 PERFORMANCES AND WARRANTIES

8.1 MinRefusion ensures that the Services are performed with appropriate professionalism and care, and that the Software will be without fundamental defects in design and function.

8.2 Subject to the above, the Parties declare that all other terms, warranties, and obligations, whether expressly stated or implied, statutory or otherwise, are excluded, to the extent legally possible.

8.3 MinRefusion does not warrant that:

a. the Software's functions will meet the Customer's or End User's needs, or that the use of the Software will be without interruptions or errors,

b. the Software or Services will be without viruses, inaccuracies, errors, bugs, or interruptions, or that they will be reliable, accurate, complete, or valid.

9 FINANCIAL TERMS

9.1 The Customer shall pay MinRefusion for the use of the Software and Services as described in the Contract.

9.2 MinRefusion invoices in advance for Fees and other amounts on a monthly basis or as otherwise specified in the Contract.

9.3 The Customer is invoiced from the Subscription Effective Date for the remaining period of the current month. If the Subscription Effective Date occurs after mid-month, the following month is invoiced on the same invoice. After that, the Customer is invoiced on the first of the following month.

9.4 All Fees and other amounts are exclusive of VAT, which the Customer must pay if MinRefusion submits a valid invoice.

9.5 Fees and other amounts for the delivery of the Service are continuously adjusted according to information about the number of employees at the Customer from Det Centrale Virksomhedsregister (CVR.dk). There may be a delay of 3 (three) months in updating information about the number of employees at the Customer from CVR.dk. The payable Fees and other amounts are then automatically adjusted for the next invoice according to the terms of the Contract.

9.6 MinRefusion may change the Fees annually, with an increase of the higher of 5% or the annual change in the net price index (nettoprisindekset).

9.7 Changes to Fees take effect after the specified notice period or on a later specified date.

9.8 Outstanding Fees accrue interest at 2% per month from the due date. MinRefusion may charge an administration fee of DKK 100 for late payments.

9.9 In case of non-payment, MinRefusion may suspend its services after seven days' notice, including deactivating access to the Software and suspending the Services. In case of suspension or deactivation, the Customer remains obliged to pay the agreed Fees until the Contract has terminated in accordance with section 18.

9.10 Upon expiration or termination of the Contract, there is no right to a refund of prepaid Fees or other payments.

10 RIGHTS TO MODIFICATION AND SUSPENSION

10.1 MinRefusion has the right to make changes to the Software and Services, including specifications and Documentation, at its discretion and without liability to the Customer, for example to comply with legislation or protect intellectual property rights.

10.2 In certain cases, MinRefusion may suspend or discontinue the delivery of the Software and Services without notice or liability to the Customer, such as in case of non-payment, legal requirements, cyber attacks, harassment, breach of contract by the Customer, or other situations requiring protection of the Software, Services, or MinRefusion's systems.

10.3 MinRefusion may share usage data and Customer Data with public authorities if required to do so.

10.4 If the suspension is due to circumstances attributable to the Customer, including non-payment or breach of contract, the Customer has no right to a refund of prepaid Fees and remains obliged to pay until the Contract has terminated in accordance with section 18.

10.5 MinRefusion may need to continuously amend the terms of the Contract or circumstances affecting the functions of the Software or Services. Such changes will be notified at least three months before they take effect. During the notice period, the Customer has the right to terminate the Contract with two (2) months' notice, effective no later than the date the change takes effect. If the Customer continues to use the Software or Services after the effective date of the change, MinRefusion will consider this an acceptance of the change. Changes in favor of the Customer may be implemented by MinRefusion without prior notice, and these changes do not give the Customer the right to terminate. Notice is given to the Customer's specified email address.

11 AUDIT AND MONITORING

11.1 MinRefusion may monitor the use of the Software and Services to ensure compliance with the Contract's terms and that the Software and Services are used in the intended manner.

11.2 With 30 days' notice, MinRefusion may conduct audits to confirm that the Contract's terms are complied with, and that the Customer uses the Software and Services in the intended manner; including complying with all laws and regulations.

12 LIMITATION AND DISCLAIMER OF LIABILITY

12.1 The Software is provided "as is" and without warranties of any kind, either express or implied. MinRefusion does not ensure that the Software's functions will be uninterrupted or error-free, or that they will function together with other software or systems that the Customer uses.

12.2 Information from MinRefusion is general and should not be considered advice. Although MinRefusion strives for accuracy, the company does not assume responsibility for losses related to the use of or reliance on this information, unless otherwise specified in the Contract.

12.3 MinRefusion is not liable for indirect damages, including, but not limited to, loss of data, revenue, profit, or business opportunities that may arise from the use of the Software and Services.

12.4 MinRefusion is not responsible for any consequences, including failure to obtain reimbursement, if the public reporting portal NemRefusion is unavailable at the time of data exchange. In case of prolonged downtime at NemRefusion that prevents timely submission of reimbursement requests, MinRefusion will, however, seek dispensation from the relevant public authority with a view to obtaining reimbursement.

12.5 The Software can be integrated with external systems, e.g., via API to a Data Provider as specified at MinRefusion.dk/integrationer or directly to the Customer's own system via an API endpoint provided by the

Customer. MinRefusion is not responsible for any losses, including lost reimbursement, that may arise if the Data Provider's API or the Customer's API endpoint fails at the time of data exchange, thereby preventing the Software from delivering the Services as agreed by the Parties in the Contract. MinRefusion is not responsible for any losses, including lost reimbursement, that may arise if the Customer's choice of Data Provider changes settings and/or makes changes that affect the delivery of data, preventing the Software from delivering the service and Services as agreed by the Parties in the Contract. As data controller, the Customer is responsible for notifying MinRefusion of changes at the chosen Data Provider, so that MinRefusion has the opportunity to restructure the delivery of data, and so that the connection between MinRefusion and the Data Provider can be reestablished. If downtime at the Data Provider or the Customer prevents timely data exchange, MinRefusion cannot be held responsible for the consequences thereof. MinRefusion commits to notifying the Customer of prevented data exchange no later than five (5) working days after the first occurrence via electronic communication.

12.6 If a loss can be proven to be caused by MinRefusion, the total liability that MinRefusion has to the Customer will be limited to an amount equal to the average of the monthly Fees paid by the Customer to MinRefusion during the last 12 (twelve) months before the act or omission giving rise to the claim, multiplied by 6 (six). This liability limitation is cumulative and not per incident (i.e., the occurrence of two or more claims will not extend this limit). The liability limitation is reset at the end of each consecutive 12-month Subscription Period.

12.7 MinRefusion is not responsible for errors or problems that arise from using the Software for unintended purposes.

12.8 The limitations of liability in this section 12 do not apply in cases of gross negligence or willful misconduct by MinRefusion, or where mandatory law, including product liability legislation, provides otherwise.

12.9 The provisions of this section 12 remain in effect after the termination of the Contract.

13 CONFIDENTIALITY TERMS

13.1 The Parties commit to keeping each other's Confidential Information secret both during and after the Contract's duration. This information may not be shared with third parties or used in any way that is not authorized by the Contract or necessary for the intended use of the Software.

13.2 Exceptions to this confidentiality obligation apply to information that is already publicly available without breach by the recipient, or if the law requires disclosure. In such cases, the Party that must disclose shall inform the other Party and cooperate to limit the disclosure as much as possible.

13.3 MinRefusion may share Confidential Information with its regulatory authorities, subcontractors, or service providers, provided that these parties comply with confidentiality agreements.

14 MARKETING REFERENCE

14.1 The Customer grants MinRefusion permission to use the Customer's name and logo, as well as the fact that the Customer is a customer of MinRefusion in marketing materials, on MinRefusion's website, and general customer and reference lists, provided this is done in a fair, loyal, and standard practice manner.

15 CUSTOMER DATA AND RECOVERY

15.1 The Customer has full ownership and control over Customer Data and is responsible for the data's legality and quality. If Customer Data is lost or damaged, MinRefusion will endeavor to restore data from the most recent backup, but is not obliged to restore more than the most recent full version or individual files.

15.2 MinRefusion is not responsible for loss or damage to Customer Data caused by third parties, unless these are subcontractors engaged by MinRefusion for maintenance and backup.

15.3 MinRefusion may remove or stop processing Customer Data that may bring MinRefusion into conflict with the law or is otherwise deemed harmful to the Software, Services, or MinRefusion's systems.

16 PERSONAL DATA HANDLING

16.1 It is acknowledged by both Parties that MinRefusion may come into possession of personal data entered by the Customer in the Software or transferred to the Software via a third party on the Customer's and/or End User's instructions. The processing of this data is subject to a separate Data Processing Agreement.

17 USE OF THIRD PARTIES

17.1 MinRefusion has the right to use third parties to perform tasks in connection with the delivery of the Software and Services without having to obtain the Customer's approval. Where a subcontractor processes personal data, the Data Processing Agreement's rules on notification and objection apply. Responsibility for these third parties' actions in relation to the Contract rests with MinRefusion.

17.2 These third parties' roles and responsibilities are further defined in the Data Processing Agreement.

18 CONTRACT DURATION AND TERMINATION OPTIONS

18.1 The Contract is valid from the Subscription Effective Date and continues through the specified Lock-in Period of twelve (12) months, after which it continues on an ongoing basis unless otherwise agreed or terminated according to the Contract's terms.

18.2 During the Lock-in Period, it is not possible for the Parties to terminate the Contract without special cause.

18.3 No earlier than the expiration of the Lock-in Period, each Party may terminate the Contract with three (3) months' notice to the end of a month.

19 TERMINATION DUE TO BREACH OF CONTRACT

19.1 If MinRefusion commits a material breach of the Contract that is not remedied within 30 days after a written request to do so, the Customer may terminate the Contract with immediate effect.

19.2 MinRefusion may likewise terminate the Contract with immediate effect if the Customer does not pay amounts due within 30 days after the due date, or if the Customer commits a material breach of the Contract that is not remedied within 30 days after a written request to do so.

19.3 After the termination of the Contract, MinRefusion reserves the right to delete all Customer Data no later than five (5) years from the termination of the Contract in order to be able to assist the Customer in case the public authorities initiate a dispute and/or object to the payment of a given reimbursement that MinRefusion has procured for the Customer in connection with the delivery of the Services.

19.4 Termination of the Contract does not affect other rights or remedies that the Parties may have, and it does not affect rights or obligations that have already arisen, or provisions that are intended to continue after the termination of the Contract.

19.5 Provisions that are expressly or implicitly intended to continue after the termination of the Contract will remain in effect after the expiration or termination of the Contract.

20 HANDLING OF UNFORESEEABLE EVENTS

20.1 In case of unforeseeable Events (Force Majeure), the affected Party shall immediately inform the other Party in writing and continue to keep them informed about the development of the situation.

20.2 The affected Party shall do everything to limit the consequences of the unforeseeable Event.

20.3 If an unforeseeable Event persists for 60 days, both Parties may choose to terminate the Contract with 30 days' notice.

20.4 No Party will be considered liable for failure to fulfill the Contract due to an unforeseeable Event.

21 GENERAL PROVISIONS

21.1 Notices shall be sent in writing via email or registered mail to the specified address. Notices are considered delivered five working days after dispatch domestically and ten working days internationally, or the next working day if sent via email.

21.2 In case of discrepancies between the documents in the Contract, the following order of precedence applies:

1. Contract
2. Appendices
3. General Subscription Terms and Conditions
4. Data Processing Agreement
5. Annexes
6. Other documents

The Data Processing Agreement takes precedence in the processing of personal data, but not over the liability provisions.

21.3 The Customer may not transfer or reassign obligations or rights with regard to the Contract without MinRefusion's written consent. MinRefusion may assign, transfer or reassign rights and obligations to third parties after informing the Customer.

21.4 Failure to exercise a right is not considered a waiver of that right.

21.5 The Contract represents the complete agreement between the Parties and supersedes previous agreements. No Party may invoke incorrect information that is not included in the Contract.

21.6 If part of the Contract is declared invalid, the rest will remain valid, and the Parties will attempt to find a valid replacement for the invalid part.

21.7 The Contract is drawn up in Danish. In the event of any discrepancy between the two languages, the Danish version shall prevail.

22 LEGAL AND DISPUTE RESOLUTION PROVISIONS

22.1 The Contract is subject to Danish law, and the UN Convention on Contracts for the International Sale of Goods does not apply.

22.2 In case of disputes regarding the Contract, the Customer can contact MinRefusion by email at support@minrefusion.dk or by phone. If the Customer subsequently does not believe the problem has been resolved, the Customer is asked to send a written complaint via email to support@minrefusion.dk.

22.3 Disputes shall first be attempted to be resolved through negotiations. If this fails, the dispute may be brought before an independent expert or mediation.

22.4 If the dispute cannot be resolved through negotiations or mediation, Danish courts have exclusive jurisdiction to decide the case.