



Terms & Conditions

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Schedules

Schedule I	Definitions
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1. Definitions and interpretation

- 1.1 This Agreement shall be interpreted in accordance with the provisions of Schedule I.

2. General Conditions

- 2.1 This Agreement sets forth the terms under which Effectmanager will provide Subscriber with access to and use of the Services as specified in the applicable Ordering Document.
- 2.2 Subscriber's Affiliates may also purchase a subscription to the Services under this Agreement provided that Subscriber or such Affiliate executes a separate Ordering Document for such Services. By entering into an Ordering Document hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Subscriber also agrees that it will be responsible for its Affiliates' compliance with the Agreement.
- 2.3 By entering into this Agreement, Subscriber irrevocably permits Effectmanager to extract, compile, synthesise, analyse and publish (in an anonymised form) any Subscriber Data or information resulting from Subscriber's use of the Services and Software. To the extent that any such data is collected by Effectmanager, such data shall be solely owned by Effectmanager and may be processed and used by Effectmanager for statistical purposes.

3. Authorised User Subscription

- 3.1 During the Term and subject to compliance by Subscriber and any Authorised Users with this Agreement, Subscriber is granted a worldwide non-exclusive, non-transferable and royalty-free license to permit Authorised Users to use the Services and the Documentation for Subscriber's internal business purposes.
- 3.2 The Subscriber shall not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, Services and/or Documentation (as applicable) in any form or media or by any means, or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.

- 3.3 In relation to the Authorised Users, the Subscriber undertakes (a) to ensure that the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of user subscriptions it has purchased from time to time and (b) that it will not allow any subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation.
- 3.4 Subscriber may, at any time during the Term, request access to the Services for one or more additional Authorised Users ("Additional User") by notifying Effectmanager hereof. Any incremental Fees associated with the Additional Users' access to the Services will be prorated for the remainder of the Term. Such incremental Fees will be due and payable at the end of the month in which the Additional User(s) were given access to the Services. The Additional User access will apply automatically to future Terms.
- 3.5 Subscriber is responsible for all activities conducted by its Authorised Users, its Authorised Users' Electronic Communications and for its Authorised Users' compliance with this Agreement, including the content of all Subscriber Data. Subscriber and its Authorised Users will comply with all applicable local, state, and foreign laws, treaties, regulations, and conventions in connection with its use of the Services, including without limitation those related to privacy, electronic communications and anti-spam legislation.

4. Support Services

- 4.1 As part of the Services, Effectmanager will provide Subscriber with Documentation and other online resources to assist Subscriber in its use of the Services. These Support and Maintenance Services are described in the Master Support Agreement attached as Schedule II hereto.

5. Intellectual Property Rights

- 5.1 Each Party shall retain all rights, title and interest in and to all its respective Intellectual Property Rights. The rights granted to Subscriber to use the Services under this Agreement do not convey any additional rights in the Services or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Services as expressly stated herein, all rights, title and interest in and to the Services and all hardware,

software and other components of or used to provide the Services, including all related Intellectual Property Rights, will remain with Effectmanager and belong exclusively to Effectmanager.

- 5.2 Effectmanager shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, and/or incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback Effectmanager receives from Subscriber, Authorised Users or other third parties acting on Subscriber's behalf.
- 5.3 Subscriber agrees that Effectmanager may use Subscriber's and its Affiliates names and logos on Effectmanager websites and social media platforms for use and reference in corporate, promotional and marketing material.

6. Third Party Services

- 6.1 Subscriber's enablement, access or use of Third Party Services are governed solely by the terms and conditions of such Third Party Services. Effectmanager does not endorse, are not responsible or liable for, and make no representations as to any aspect of such Third Party Services.
- 6.2 Effectmanager cannot guarantee the continued availability of such Third Party Service features, and may cease enabling access to them without entitling Subscriber to any refund, credit, or compensation, if, for example and without limitation, the provider of a Third Party Service ceases to make the Third Party Service available for interoperation with the Services in a manner acceptable to Effectmanager.
- 6.3 Effectmanager is not liable for any damage or loss caused or alleged to be caused by or in connection with Subscriber's enablement, access or use of any such Third Party Services, or Subscriber's reliance on the privacy practices, data security processes or other policies of such Third Party Services. By enabling any Third Party Services, Subscriber expressly permits Effectmanager to disclose its login details and all other relevant data as necessary to facilitate the use or enablement of such Third Party Services.

7. Fees and Payment Terms

- 7.1 In consideration of the right to use the Services and any associated professional services, Subscriber will pay the Fees within thirty (30) days net of receipt of invoice, unless provided otherwise in the Ordering Document.
- 7.2 All Fees related to the launch and set-up of Subscriber's subscription will be invoiced no later than five (5) days after the Effective Date.
- 7.3 The aggregate monthly subscription Fees for the Initial Term (as specified in the "total initial term" column in the Ordering Document) will be invoiced on the first Business Day of the month following the one in which the Agreement was signed.
- 7.4 Payments which are more than thirty (30) days late will incur a default interest rate equivalent to the official interest rate of the Danish National Bank per month, on such delinquent amount from the due date thereof until the date of payment.
- 7.5 All Fees payable under the Agreement are exclusive of VAT, which will be charged at the prevailing rate where applicable.
- 7.6 Effectmanager may, at its own discretion and subject to three (3) months prior notice, decide to increase the Fees in order to reflect any changes in Effectmanager's standard prices. Any such increase shall be applicable to all existing and future Ordering Documents.

8. Warranties

- 8.1 The Parties hereby represent and warrant that they have the right and authority to enter into this Agreement, to perform the obligations assigned to them and to grant the rights granted by them under this Agreement.
- 8.2 Effectmanager represents and warrants that it will perform the Services set out in the Ordering Document in a professional and diligent manner in compliance with the terms of this Agreement.
- 8.3 Subscriber represents and warrants that it shall abide by all applicable laws and regulations and shall not use the Software or the Services for any purposes that are unlawful, defamatory, obscene or offensive and that nothing

in the Subscriber Data or other materials provided by Subscriber to Effectmanager under this Agreement or used in connection with the Services shall infringe the Intellectual Property Rights of any third party.

- 8.4 The express warranties set out in this section 8 are in lieu of any and all other express or implied warranties of any kind. The Parties hereby disclaim and waive all such other warranties.

9. Indemnification

- 9.1 A Party (the "Indemnifying Party") shall indemnify the other Party (the "Indemnified Party") against:

- (i) any claim brought against the Indemnified Party by a third party alleging that the use of the Software or the Services under this agreement infringes any Intellectual Property Rights of such third party; and
- (ii) any loss, liability or expense incurred by the Indemnified Party resulting from or arising out of the Indemnifying Party's breach or non-fulfilment of this Agreement

- 9.2 Notwithstanding anything else in this Agreement, neither Party shall be liable to the other in contract, tort or otherwise for any indirect, consequential or incidental damages, damage to goodwill, loss of profits, business interruption, loss of anticipated savings or other similar losses or damage.

- 9.3 In no event shall the total aggregate liability of Effectmanager under this Agreement to the Subscriber exceed the total amount paid by Subscriber to Effectmanager hereunder.

10. Term and Termination

- 10.1 For each Ordering Document, this Agreement shall commence on the Effective Date and shall, unless terminated sooner in accordance with its terms, continue for an initial term of the duration set out on the Ordering Document ("Initial Term") and thereafter renew automatically for successive terms of 12 months each (each a "Renewal Term") unless and until terminated by either Party giving the other no less than 90 days' written notice to that effect (such notice to expire at the end of the Initial Term or any

subsequent Renewal Term only) or otherwise terminated under this Agreement.

- 10.2 No refunds or credits for Fees or other payments will be provided to Subscriber (a) if Subscriber elects to terminate the subscription to the Services prior to the end of the Term or (b) if Subscriber elects to decrease the number of Authorised Users during the Term.
- 10.3 A Party may terminate this Agreement for cause (a) upon written notice to the other Party of a material breach if such breach remains uncured at the expiration of thirty (30) days from the date of the breaching Party's receipt of such notice; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 10.4 Upon request by Subscriber made within thirty (30) days after the effective date of termination or expiration of this Agreement, Effectmanager will make Service Data available to Subscriber for export or download as provided in the Documentation. After such 30-day period, Effectmanager will have no obligation to maintain or provide any Service Data, and will delete or destroy all copies of Service Data, unless prohibited by law.

11. Confidentiality

- 11.1 Each Party agrees to keep confidential all Confidential Information and not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this Agreement.
- 11.2 Any conflicting duty of disclosure based on statutory provisions is to override the duty of confidentiality.

12. Miscellaneous

- 12.1 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the Parties.
- 12.2 Assignment. Subscriber may not assign all or any part of this Agreement or its rights under this Agreement or delegate performance of its duties under this Agreement without Effectmanager's prior consent.

- 12.3 Entire Agreement. This Agreement constitutes the entire agreement and supersede any and all prior agreements between Subscriber and Effectmanager with regard to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order or other order documentation provided by Subscriber (all such terms or conditions being null and void).
- 12.4 Amendments. Effectmanager may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions.
- 12.5 Precedence. In the event of any conflict or inconsistency between these Terms & Conditions and the provisions of any Ordering Document, the provisions of the latter shall prevail.
- 12.6 Governing Law and Venue. This Agreement shall be governed by the laws of Denmark, without reference to conflict of laws principles. Any dispute arising out of or in connection with this Agreement, including its conclusion, construction and end, is to be settled before the City Court in Aarhus, Denmark, as first instance.
- 12.7 Survival. Sections 1, 8-5, 11 and 12 shall survive any termination of this Agreement with respect to use of the Services by Subscriber or its Authorised Users.

Definitions

Schedule I

"Affiliate" means any legal entity directly or indirectly controlled by a Party, whereby "control" means the power to direct, or cause the direction of the management of such entity, whether through ownership of shares or voting rights, by contract, or otherwise.

"Additional User" has the meaning set out in section 3.4.

"Agreement" means these Terms & Conditions, together with any and all Ordering Documents (as defined below), and the Schedules attached hereto.

"Authorised User" means individual(s) who are authorised by Subscriber to use the Services, for whom subscriptions to the Services have been purchased on an Ordering Document.

"Confidential Information" means any non-public information relating to a Party's business activities, financial affairs, technology, marketing or sales plans that is disclosed to, and received by or processed by, the other Party under this Agreement, provided that such information is not deemed to be generally known or publicly available.

"Documentation" means the reference, administrative, and user manuals which are published by Effectmanager and provided by Effectmanager to Subscriber with the Services, which may be updated from time to time, but excluding any sales or marketing materials.

"Effective Date" the date this Agreement is signed.

"Effectmanager" means Effectmanager ApS, Danish CVR no. 35 05 53 20.

"Electronic Communications" means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Software or Services.

"Fees" means the fees and charges payable by Subscriber to Effectmanager in accordance with this Agreement.

"Indemnified Party" means any Party who is entitled to be indemnified by the other Party pursuant to this Agreement.

"Indemnifying Party" means any Party who is required to indemnify the other Party pursuant to this Agreement.

"Initial Terms" has the meaning set out in section 10.1.

"Intellectual Property Rights" means inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

"Ordering Document" means an Effectmanager ordering document for initial or additional purchase or renewal in the name of and executed by Subscriber and accepted by Effect-

manager which specifies the Services to be provided by Effectmanager subject to the terms of the Agreement.

"Party" means either Effectmanager or Subscriber (collectively the **"Parties"**).

"Renewal Term" has the meaning set out in section 10.1.

"Service Data" means any type of electronic data, text, messages, communications or other materials submitted to and stored within the Software by Subscriber and any Authorised Users in connection with Subscriber's use of the Services.

"Services" means the cloud-based software-as-a-service products provided by Effectmanager to the Subscriber under this Agreement via the Software as well as any ancillary services specified in the Ordering Document.

"Software" means the online software applications provided by Effectmanager at www.effectmanager.com or any other website notified to the Subscriber by Effectmanager from time to time, as more particularly described in the Documentation.

"Subscriber" means the subscriber entity that has executed an Ordering Document with Effectmanager.

"Subscriber Data" means all electronic data or information submitted by Subscriber or its Affiliates to and stored by the Software.

"Support and Maintenance Services" means the services described in the Master Support Agreement attached as Schedule II hereto.

"Term" means the duration of this Agreement, consisting of the Initial Term and any Renewal Terms.

"Third Party Services" means third party products, applications, services, software, networks, systems, directories, websites, databases and information which the Services link to, or which Subscriber may connect to or enable in conjunction with the Services, including, without limitation, Third Party Services which may be integrated directly into Subscriber's account by Subscriber or at Subscriber's direction.