

MyBlueLabel Compliance Services A/S Standard Terms - Solution

1. MyBlueLabel Solutions and Services

- 1.1 MyBlueLabel Compliance Services A/S (MBL) offers solutions and services. The solutions are hosted and managed online platforms (the "Solution"). Advisor services offered by MBL include pre-analysis, knowledge transfer, continuous consulting and other services. Features and services available for the Customer will depend on the version of the System licensed by the Customer and agreements around services.
- 1.2 The SaaS agreement (the "Agreement") related to the software, sets forth the license terms and conditions under which MBL will provide its services and make the Solution available to the Customer.
- 1.3 MBL may replace advisors, instructors, suppliers and partners on a given assignment with due notice. The client will have the opportunity to approve new advisors in the event of such a change. The client cannot enter contractual agreements with MBL's advisors, instructors, suppliers or partners for a period of 12 months following the termination of co-operation with MBL.

2. License

- 2.1 Contingent upon the Customer paying the applicable license fees and complying with the entire Agreement, the Customer is granted a specific, non-transferable, non-sublicensable and non-exclusive right to access and use the Solution for the specified products from the manufactory mentioned in the invoice in the period of time for which the Customer has paid the relevant license fee(-s).
- 2.2 The Customer may, however, provide access for employees of the Customer and for a third party (e.g. professional surveyor) to the Solution on behalf of the Customer. The access and use of the Solution by any such employee or third party shall be subject to the Agreement, and the access to the Customer's data and files in the Solution shall be at the sole responsibility of the Customer. The Customer shall be liable for payment of all fees relating to the employees and a third party's usage of the Solution. The Customer shall be responsible for terminating the use of the Solution by an employee and/or a third party when the use is no longer relevant for the Customer.
- 2.3 In so far as the license offers to the Customer access to integrate/interface the Solution in conjunction with the Customer's own proprietary application, program and/or services, the Customer shall be responsible for the use of the Customer's own proprietary application and any integration with the Solution portal. MBL may at any time alter the integration facilities of the Solution during the term of the Agreement.

3. Description of the Task

- 3.1 The quote/offer is described in the agreement – this term sheet is an integrated part of the agreement. All prices quoted are exclusive of VAT. The invoice will be sent to the Customer electronically in PDF format.

- 3.2 The license fee is invoiced from the date where the customer has full access to the agreed products with monthly recurrence. The invoice will be sent to the Customer electronically in PDF format.
- 3.3 MBL may change the list of features and prices, cf. Quote without notice in so far as such change is advantageous for the Customer. Reversely, the Customer will be notified of a change to the disadvantage of the Customer, including increased fees, with a minimum of one months' notice.
- 3.4 In case of delay in payment, MBL is entitled to monthly interests from the date of maturity in accordance with the rate of the Danish law on interest.
- 3.5 The license fees may be adjusted automatically and without notice on a yearly basis with effect from the 1st of January in accordance with the annual increase of the Danish Net Price Index (in Danish: Danmarks Statistiks Nettoprisindeks) by December for the year in question or by 2% (the highest figure will apply).
- 3.6 The Customer's license right to access and use the Solution is at all times depending on a punctual payment of the license fees. An extensive delay in payment may lead MyBlueLabel A/S to suspend or, at the exclusive choice of MyBlueLabel A/S, to terminate the Customer's access and use of the Solution.

4. Service, Maintenance and Support

- 4.1 There may be short intervals of time where the Solution may not be accessible due to maintenance or service. In so far as possible such maintenance will be announced in advance at the Solution website. If access to the Solution should fall below [99%] for the calendar year, excluding periods of service and maintenance which have been notified in advance, the Customer will be offered a compensation in the form of a credit for the forthcoming license fee payment corresponding to the percentage of time (on an annual basis) the Solution has not been accessible.
- 4.2 In association with license rights to the Solution, cf. clause 3, MyBlueLabel A/S may, if explicitly agreed by the parties, offer certain consultancy services against service fees billed by the hour or by quote. Such services may e.g. consist of assisting in setup and implementation of the Solution through screen sharing, emails and phone calls, and for certain customers onboarding as well as onsite training, ii) providing report template design and application hereof, iii) custom development for customers with the need to make custom integrations, and iv) assisting in re-exporting data from the Solution to a database chosen by the Customer.

5. Intellectual Property Rights

- 5.1 MBL holds all rights, including copyrights, title and interest in and to the Solution and all material presented/provided by MBL, and any part and amendment hereof and addition hereto. MBL can choose to transfer copyright and the rights to the contract to another legal entity during the contract period.
- 5.2 No other rights to the Solution has been granted, transferred or conveyed other than as explicitly provided in the Agreement. The Customer is not permitted to copy, reproduce, decompile, disassemble, reverse engineer, distribute, sell, license, display, modify, upload, store, transmit, create derivative works from or in any other way exploit the Solution if such use is not directly related to the permitted use according to the Agreement.

- 5.3 If Document Templates (i.e. including but not limited to Quality Manual, SOPs, Design & Development files) are purchased as part of the solution, the customer must not copy, sell or otherwise transfer the information or in any other way exploit the Templates.

6. Data

- 6.1 Data stored by the Customer in the Solution shall belong exclusively to the Customer, and the Customer may request for the data, or parts hereof, to be wire-exported to a database of the Customer. MBL has the right, however, to retain the Customer's data stored in the Solution until all due fees have been paid by the Customer. Also, MBL may choose to delete all the Customer's data in the event that the Customer has failed to pay any fees for more than 60 days after such fees have fallen due. Such deletion shall not affect MBL's claim for fees. The Customer accepts that MBL may use the data for trending purposes and for analysis to improve the services of MBL, provided that such data is anonymized and bears no reference to the Customer.
- 6.2 By virtue of the Customer transferring data to the Solution, MBL may come into possession of personal data relating to the employees of the Customer and other physical persons. Under the Danish Act on Protection of Data (in Danish: "Persondataloven") MBL shall be regarded as the data processor of such data. Hence, MBL undertakes to handle the data with due respect to the instructions of the Customer and according to the provisions of the Agreement. MBL undertakes to ensure the technical and organizational security measures necessary in order to prevent the data from being unlawfully deleted, lost, abused, passed on to third parties or otherwise handled in violation of the Danish and European mandatory law. Upon request, MBL shall provide the Customer with the information necessary to ensure that the necessary technical and organizational security measures have been taken. MBL will promptly notify the Customer in the event of any accidental leakage of personal data.
- 6.3 MBL uses a storage solution based on redundancy whereby the storage architecture will automatically move data around in the event of a hardware breakdown. The physical servers are placed within the EU. The data storage location will not be changed unless the Customer has accepted a new storage location. The Customer may choose an alternative storage facility to that offered by MBL at an additional cost billed according to quote.
- 6.4 Data file storage and Database storage: Up to 200 GB of storage storage is included in as part of the annual subscription fee. Extra storage can be purchased at the following rates:

Storage	Total number of Files	Price (annually)
200 GB	1.500 (Unique Records)	Included in subscription fee*
300 GB	3.000 (Unique Records)	+ 25.000 DKK
Per 100 GB extra	1.000 (Unique Records)	+ 10.000 DKK

*) 200 GB storage will typically hold 30.000 draft document versions.

MyBlueLabel will announce for the customer the exceeding of the data storage before charging the extra data storage fee.

7. Termination

- 7.1 Unless otherwise explicitly agreed by the Parties in the specific agreement, the Agreement shall continue until terminated by either Party. Both Parties may terminate the Agreement with an advance written notice of a minimum of 1 (one) month.
- 7.2 Both Parties may terminate the Agreement with immediate effect in the event that the other Party fails to comply with the terms and conditions of the Agreement, and if such breach is not remedied completely within a period of 5 days after written notice of default.

8 Validity

- 8.1 Offers are valid for a period of 28 days from the date of tender, unless otherwise stipulated in the agreement. These terms of agreement are valid for all agreements between the client and MBL, regardless of whether they are in contravention of the client's normal terms of agreement, unless otherwise stipulated in writing.

9. Liability and limitations of liability

- 9.1 MBL shall not be liable for any consequential loss arising out of or related to the Agreement, including any loss resulting from the output (reports, images/pictures, etc.) of the Solution and the Customer's usage hereof, or for any other loss of profit for the Customer whether direct or indirect.
- 9.2 MBL shall not be liable for any loss of data stored in the Solution or transmitted in or out of the Solution unless such loss can be attributed to gross negligence by MyBlueLabel A/S.
- 9.3 MBL's total liability to the Customer shall be limited to the total fees (excluding all taxes) paid or payable by the Customer during the 12-month period prior to the date on which any such claim arose.
- 9.4 The Customer shall not be entitled to raise any claims of liability against MBL when more than 1 year has elapsed since the discovery of the circumstances giving rise to a claim; or (ii) the effective date of termination or expiry of the Agreement.
- 9.5 MBL shall, at its own option and at its own expense, be entitled to defend or settle any claim brought against the Customer by a third party on the basis of an infringement of any IPR by the Solution. MBL shall in such an event have sole control of the defense and/or settlement, and the Customer must fully co-operate and provide all reasonable assistance to MBL for the defense or settlement. The Customer is obliged to notify MBL promptly of any such claim from a third party.
- 9.6 The Customer is solely responsible for lawfulness of the data and procedures transmitted through and stored in the Solution by the Customer or any person granted access to the Solution by the Customer, and the Customer shall hold MBL harmless from and against any costs, losses, liabilities and expenses, including reasonable legal costs arising out of any claim relating to the unlawfulness of the Customer's data and the use hereof in connection with the Solution.

10. Confidential Information

- 10.1 Each Party is obligated to observe absolute mutual confidentiality regarding any information on the other Party, which is not publicly available. MyBlueLabel may use client's name and logo as reference in the marketing of MBL, without prior consent of the client. Specific information/quotes/endorsements will only be used after prior written consent from the client.

11. Force Majeure

- 11.1 Neither party shall be liable for any damage suffered by the other party as a direct or indirect consequence of a force majeure situation causing delay or prevention of the party's fulfilment of his/her obligation under the Agreement.
- 11.2 Force majeure includes – but is not limited to – war, acts of terror, riots, mobilization, natural disasters, strikes, lockout, fire, water, power and other supply damage or breakdown, import and export restrictions, virus attacks and other unforeseeable events which the affected party is unable to prevent by taking responsible measures.

12. Applicable Law, Jurisdiction and Notification

- 12.1 This Agreement shall be construed in accordance with and governed by the laws of Denmark.
- 12.2 MBL may provide valid notification to the Customer through email.

13 Contact and Registration details

- 13.1 MyBlueLabel Compliance Services, DTU Science Park, Agern Alle 5A, 2970 Hørsholm, Denmark. CVR no. 39341735.