

Contractpedia EULA

Effective as of 6 December 2016

Thank you for using Contractpedia Service. Please read this End User Licence Agreement (EULA) carefully. This Agreement governs your use of Contractpedia ApS products and specifies your rights and obligations. Use of any Contractpedia ApS products constitutes acceptance to the terms of this EULA.

The terms of this EULA apply to the use of Contractpedia ApS (headquartered in Denmark) products by an end user customer ("Customer" or "You"). For purposes of this agreement, a Customer is any person or entity purchasing or licensing products from Contractpedia ApS or one of its authorised resellers, distributors or agencies. For purposes of this agreement the Contractpedia ApS products include SaaS subscriptions and/or Consultancy services provided directly by Contractpedia ApS or one of its authorised resellers, distributors or agencies.

1. Scope of Terms

1.1 Contractpedia ApS sells, warrants and licenses products in accordance with these terms. These terms set forth your rights and obligations with respect to Contractpedia ApS products.

1.2 Contractpedia ApS shall not be bound by any additional and/or conflicting provisions in any order, release, acceptance or other written correspondence or other written or verbal communication unless expressly agreed to in writing signed by the Director of Contractpedia ApS.

1.3 These terms may be revised or supplemented by Contractpedia ApS from time to time. Notwithstanding the foregoing, Contractpedia ApS shall honour all terms in effect at the time of purchase. Revised or supplemental terms will be distributed by posting on Contractpedia ApS official website and are incorporated by reference herein. Initial and continued use of Contractpedia ApS products constitutes acceptance of these terms, including any revised or supplemental terms as may be from time to time in effect.

2. Definitions

2.1 "Documentation" means Contractpedia ApS published product specifications at the time of purchase and other Contractpedia ApS publications relating to use of the Products, such as reference, user, installation, resellers, systems administrator and guides provided to You by Contractpedia ApS or published on the Contractpedia ApS websites.

2.2 "Product" means Contractpedia ApS product (and upgrades thereto) including, standalone Software, Service (including SaaS subscriptions), consultancy and any accompanying Documentation.

2.3 "Service" means Contractpedia ApS support, maintenance, other consulting services or processing services, including services provided under maintenance services agreements, time & materials billing or subscription billing.

3. Licence Grant & Proprietary Rights

3.1 Licence Grant. Contractpedia ApS grants to You a personal, non-exclusive, non-sub licensable, non-transferable licence to use its Product for your own internal use (provided that if a substantial portion of your business is to provide consultancy services to your end-user customers You may use the Product to provide those services, subject to the payment of required licensing fees and other restrictions in this Agreement). The licence shall be perpetual unless the Product is provided for a specified term or on periodic licence basis. You may make a single copy of any non-embedded Software and the Documentation solely for archival, emergency back-up and disaster recovery purposes provided that all copyright and other proprietary notices of Contractpedia ApS and its licensors are reproduced. Contractpedia ApS retains all rights not specifically granted to You herein.

3.2 Proprietary Rights. Contractpedia ApS alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Contractpedia Technology, the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Contractpedia Technology or the Intellectual Property Rights owned by Contractpedia ApS. The Contractpedia name, the Contractpedia logo, and the product names associated with the Service are trademarks of Contractpedia ApS or third parties, and no right or licence is granted to use them. You acknowledge that no title to the intellectual property or Software is transferred to You and You will not acquire any rights to use the Product except for the specific licence as expressly set forth in section 3.1 ("Licence Grant") above.

3.3 Use Restrictions. You shall not alter, deface, discard, or erase any media, documentation, licences, copyright, trademark or proprietary rights notices of Contractpedia ApS or any third party licensor. Except as expressly authorised herein. You shall not copy, in whole or in part, the Product, including any provided Software. You shall not (i) attempt to disassemble, decompile or otherwise reverse engineer the Product, including the Software, or otherwise attempt to learn the circuit, logic, or system design, source code, structure, algorithms or ideas underlying the Product including the Software; (ii) modify or create derivative works of the Product, including the Software; (iii) attempt to circumvent any password embodied in the Product, including the Software; (iv) install any other software to act on the Product; (v) publish or provide any results of benchmark tests run on the Product to any third party; or (vi) use Product to create or enhance your own product or a third party's product; or (vii) use the Product other than in accordance with this EULA.

3.4 Third party interactions. During use of the Service, there may be interactions with third party products and/or services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. Contractpedia ApS and its licensors shall have no liability, obligation or responsibility for any such interaction between you, the Service and any such third party. Contractpedia ApS does not endorse any companies, products or services, with the use through the Service. Contractpedia ApS provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third party providers of ancillary software, hardware or services may require your agreement to additional or different licence or other terms prior to your use of or access to such software, hardware or services. When Customer authorises its employees, service providers, and other third parties to access the Services with user credentials, this access must be for the sole benefit of Customer and in compliance with this Agreement. Customer is responsible for such representative compliance with this Agreement.

3.5 Customer Owned Data. Contractpedia ApS does not own any data, information or material that You or end users submit to the Product in the course of using it ("Customer Data"). You, not Contractpedia ApS, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property

ownership or right to use of all Customer Data, and Contractpedia ApS shall not be responsible or liable for the deletion, correction, destruction, calculations, damage, loss or failure to store any Customer Data. Contractpedia ApS reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Contractpedia ApS shall have no obligation to maintain or forward any Customer Data. Customer grants Contractpedia ApS the right to use, store and modify the Customer Data solely for purposes of Contractpedia ApS performing the Services under this Agreement. Customer hereby warrants to Contractpedia ApS that it either owns, or is a licensee, of the Customer Data and has the full requisite power and authority to grant Contractpedia ApS such usage rights in the Customer Data and that there are no additional consents or approvals required for granting such usage rights.

3.6 Reservation of Rights. Contractpedia ApS reserves (to itself and/or its licensors) all right, title and interest in any improvements, modifications and derivative works of licensed Product.

3.7 Maintenance releases and Major releases. Contractpedia ApS will make Software releases that improve any Product You purchase available to You. Contractpedia ApS will develop and distribute such releases only if and when Contractpedia ApS determines that it is commercially feasible to do so. Contractpedia ApS may charge a fee for any releases, it being understood that You are free to elect not to purchase the releases. "Maintenance Release" means a release that corrects errors or bugs, or offers minor improvements in functionality or performance that, taken as a whole, does not materially affect the overall value of the Product. "Major Release" means a release that provides significant improvements in functionality or performance and that, taken as a whole, materially affects the overall value of the Product. A Major Release does not include a new module which may be used in conjunction with the Product but constitutes a new product offering.

4. Payment

Customer shall pay all fees or charges to their account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Customer may pay online, if credit card payment is available and Contractpedia ApS may charge Customer credit card for all purchases and for any additional amounts owed to Contractpedia ApS. Customer must provide a valid credit card that hereby explicitly authorised and empower Contractpedia ApS to use the credit card for such purpose. If a Customer credit card changes or expires, or is revoked, disputed or not valid for any other reason, Contractpedia ApS may suspend, terminate, or both (without liability) Customer's use of the Product upon 10 days' notice sent to Customer via email (using its email address in the Service). Contractpedia ApS charges and collects in advance for use of the Service. Contractpedia ApS will automatically renew and bill your credit card or issue an invoice to you.

Fees for other services will be charged on a quoted basis. Contractpedia ApS fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. In addition to any other rights granted to Contractpedia ApS herein, Contractpedia ApS reserves its right to suspend or terminate this Agreement and Your access to the Product if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 2,5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged fees under this Agreement during any period of suspension. If you or Contractpedia ApS initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the charges and payment of fees. You agree that Contractpedia ApS may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

You agree and acknowledge that Contractpedia ApS has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent. This Agreement will be automatically renewed at the end of the period for a new period, if not terminated by one of the parties 3 months before the end of the contract period. All payments are paid in advance. The number of users will automatically change when the Customer creates new users in Contractpedia or if the Reseller on behalf of the Customer creates new users. The Agreement will be automatically updated to the actual number of users in the system. The user licence will also be automatically updated if the user exceeds the number of contracts included in the original licence.

5. Termination

The Initial Term will be as mutually agreed upon, commencing on the date you agree to pay for the Product. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term at Contractpedia ApS then current fees. Either party may terminate this Agreement effective only upon the expiration of the then current Licence Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. You agree and acknowledge that Contractpedia has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

Any breach of your payment obligations or unauthorised use of the Product will be deemed a material breach of this Agreement. Contractpedia ApS, in its sole discretion, may terminate your account or use of the Product if you breach or otherwise fail to comply with this Agreement. You agree and acknowledge that Contractpedia ApS has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

6. Limited Warranty and Exclusions

6.1 Limited Warranty – SaaS. Contractpedia ApS warrants that its SaaS will substantially conform to Contractpedia ApS published Specifications for the SaaS Product in effect at the time the service is rendered, provided the Product is utilized on approved systems and operated as contemplated in its Documentation. (Contractpedia ApS does not warrant that the Product will be provided error-free or uninterrupted, or that Contractpedia ApS will correct all errors. Contractpedia ApS does not control the transfer of data over communication facilities, including the Internet, and the service may be subject to limitations, delays and other problems inherent in the use of such facilities.) The sole obligation of Contractpedia ApS under this limited warranty will be to correct the issue so that the Product substantially complies with the Specifications at no cost to You. Contractpedia ApS reserves the right to terminate the Product and refund to You the remaining portion of the fee paid for the subscription period as its sole and exclusive remedy. This warranty begins on the scheduled start date for the Product and continues for the length of the subscription period.

6.2 Limited Warranty – Other Services. Contractpedia ApS warrants that Contractpedia ApS Product (other than SaaS) will be performed in substantial accordance with Contractpedia ApS published Service Specifications in effect at the time the Service is rendered. (Contractpedia ApS does not warrant that the service will be provided error-free or within a particular time-frame or that Contractpedia ApS will correct all service issues.) This warranty begins on the service date and continues for ninety (90) days. If Service is not provided as warranted, Contractpedia ApS will re-perform the Service. Contractpedia ApS reserves the right to refund to You the amount paid for the Service as its sole and exclusive remedy.

6.3 Warranty Claims; Exclusive Remedy. All warranty claims must be submitted in writing to Contractpedia ApS before the expiration of the warranty term or such claims are waived in full. This limited warranty is subject to the exclusions and warranty claim procedure set forth below. The foregoing is the sole and exclusive warranty provided by Contractpedia ApS and is your sole and exclusive remedy.

6.4 Limitation of liability. In no event shall either party's aggregate liability exceed the amounts actually paid by and/or due from you in the twelve (12) month period immediately preceding the event giving rise to such claim. In no event shall either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this service, including but not limited to the use or inability to use the service, or for any content obtained from or through the service, any interruption, inaccuracy, error or omission, regardless of cause in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

6.5 Representations and warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Contractpedia ApS represents and warrants that it will provide the Product in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Product will perform substantially Contractpedia ApS normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Product and that your billing information is correct.

7. Mutual Confidentiality

7.1 Definition of Confidential Information. Confidential Information means all non-public information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). Provider's Confidential Information includes without limitation the Service and Licensed Software (including without limitation the Service user interface design and layout).

7.2 Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and Providers who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.

7.3 Exclusions. Confidential Information excludes information that: • is or becomes generally known to the public without breach of any obligation owed to Discloser • was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser • is received from a third party without breach of any obligation owed to Discloser • or was independently developed by the Recipient without use or access to the Confidential Information, as can be demonstrated. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

8. External advisers

Contractpedia ApS grants to you the right to give access to your Contractpedia data to up to three external advisers provided that they are approved beforehand by Contractpedia ApS as qualifying to be External adviser Contractpedia users. The External adviser(s) will have access to your data in Contractpedia for the same period as you and there is no charge for their subscription(s). In case Contractpedia ApS detects any misuse of the External adviser free access, it reserves the right to deny access to the External adviser user(s) and remove their account(s) at any time.

9. Modification to Terms

Contractpedia reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Contractpedia web site. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

10. Assignment

This Agreement may not be assigned by you without the prior written approval of Contractpedia but may be assigned without your consent by Contractpedia (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

11. General

This Agreement shall be governed by the laws of Denmark, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the courts of Denmark. No text or information set forth on any other purchase order, pre-printed form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Contractpedia as a result of this agreement or use of the Service. The failure of Contractpedia to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Contractpedia in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and Contractpedia and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.