

# Bright-Minded Subscription Agreement

## 1. Introduction

1.1 This subscription agreement (“Terms”) govern your (“Customer”) subscription for and use of the Bright-Minded portal (“Product”) made available by Brightminded IVS, having its registered office in Denmark (business registration number: 38276557) (“Company”).

1.2 The Terms are accepted by the Customer upon registration or ordering of the Products or renewal of any such subscription. Latest applicable version is always available at the Company’s website.

1.3 This subscription agreement is valid from March 1st 2020 and supersedes any prior general subscription agreements.

## 2. The subscription

2.1 The Product is accessible to the Customer at specific URLs designated by the Company in its sole discretion.

2.2 Subject to the Customer's acceptance of and compliance with the terms and conditions of these Terms, the Company grants to the Customer a limited, non-exclusive, non-transferable and non-perpetual right to access and use the Product for the agreed number of licenses and solely for internal business operations of the Customer. The Customer is not allowed to install, copy, use or otherwise exploit the Product in any other manner than set forth in these Terms. All rights not expressly granted are reserved by the Company.

2.3 Users can be either employees of the Customer or users not employed by the Customer. More users may not use the same license.

2.4 Legislation prohibits sending e-mails to individuals who have not consented to receive such emails. The customer will be held responsible for any claims raised

against the Company or any direct or indirect damage to the Company due to the Customers improper or illegal use of the e-mail facilities of the Product.

### 3. Service objectives

3.1 The Company aims to provide operation stability and to make all reasonable efforts to make the Product available to the Customer on the terms and conditions set out herein. The Company's services will be provided in accordance with good IT practice.

3.2 The Company will use best efforts to inform the Customer of any known defects which may interfere with the stability of operation or the function of the Product and to remedy and solve such defects.

The Company aims to perform planned service and maintenance on weekends or between 8 p.m. and 6 a.m. on weekdays (CET). The Company will publish a note on [bright-minded.com/status](http://bright-minded.com/status), with a 48 hour notice, if a scheduled service and maintenance is expected to cause interruptions outside these hours. Bright-Minded.com/status will also publish information on any and all operational issues.

3.4 The Company will perform a back-up of the Customer's data once every 2nd hour. Back-ups are saved for 2 weeks. Subject to separate payment, the Customer can request that a back-up is restored.

3.5 The Company will keep the Product compatible and operational with the at any time most recent official versions of the Internet browsers Google Chrome, Microsoft Edge and Firefox for Windows and Safari for Mac - and will make reasonable efforts to keep the Product compatible and operational with most other at any time most recent versions of other Internet browsers but does not guarantee that the Product will work identically and reliably with all Internet browsers.

### 4. Features requirements, upgrades, maintenance and services

4.1 The Customer acknowledges and accepts that it is the sole responsibility of the Customer to investigate and assess the Product in order to ensure that it can

operate and function in conjunction with the Customer's needs and requirements, including the Customer's Internet access, hardware and software.

4.2 The Company may in its sole discretion decide to make available upgrades, patches, fixes or the like in connection with the Product to the Customer, and the Customer accepts such upgrades, patches, fixes or the like to continue operability.

4.3 The Company undertakes no obligations or liability with respect to the provision of telecommunication lines, Internet subscriptions or connections or any other technical means necessary for the Customer to access and use the Product or its data and any and all costs and risks in this respect remains solely with the Customer.

4.4 Non-commercial news will be sent to Admin users in the Customers system (Access level 99).

There must be at least one receiver at the Customer; however, the Customer can choose not to receive mails to more persons.

## 5. Support

5.1 The Company is entitled to use agents and sub-contractors for provision of support and consultancy services to the Customer.

5.2 The support comprised by the subscription fee includes:

5.2.1 Response to reported errors in the Product

5.2.2 Answers to questions regarding the use of the Product provided each answer takes no more than a few lines of email text. This can be supplemented by referring to video's and other written documentation.

5.3 For services not comprised by clause 5.2, the Company is entitled to invoice support or consultancy services according to the then-current prices. Any such invoicing must be accepted by the Customer prior to the service being delivered.

5.4 Based on the Customer's error reporting, the Company will in its sole discretion (i) perform identification of the reported error, (ii) provide instructions to the

Customer on the use of the Product in order to minimize the impact of a reported error until a fix may be released, and/or

(iii) correct the errors. The Company shall endeavor to revert to the Customer's error reporting no later than 24 hours on business days from receipt of the report.

5.5 The support is provided primarily to the Customer's designated Product administrator (the Admin user), who is the single point of contact with respect to the Customer in this regard. It does not include support for all the Customer's users unless otherwise agreed.

5.6 The Company will use its best efforts to reply to the Customer's support queries within one business day.

## 6. Maximum disk storage space

6.1 The maximum disk storage space provided for the Customer's data and documents at no additional charge is defined in the at any time current price list available at the Company's website. If the used amount of disk storage space exceeds this limit, the Customer will be charged the then-current storage fee. The Company will notify the Customer of current storage use approx. 6 weeks prior to each license renewal. If the Company fails to provide such notice, and/or if the Customer has exceeded the storage limit, the Customer must in any case either delete the data or pay the storage fee from the beginning of the next license renewal.

## 7. Prices and payment

7.1 The Customer shall pay the fees in accordance with the price list set out on the Company's website and these Terms, unless a special agreement has been reached.

7.2 The Company is entitled in its sole discretion to change the prices and the Terms. Changes will be notified in writing to the Customer no later than four weeks before such changes take effect, which will be at the earliest from the following subscription period. The changes are deemed accepted by the Customer unless the Customer terminates the subscription agreement with usual notice, cf. clause 9, to

expire at the end of the then-current subscription period. Expiration or renewal date is shown at any time under 'license' in the Customers system.

7.3 In addition to the above, the Company is entitled to change its prices according to changes in currency rates and general price changes (inflation). Such price adjustments will not be notified to the Customer before taking effect.

7.4 The Customer must pay invoices no later than the due date of the Company's invoice.

7.5 If the Company's invoice is not duly paid after three reminders, the Company is entitled to suspend the Customer's access to the Product and the Customer's data without further notice.

The suspended access does not release the Customer from its obligation to pay the invoice and other accruing fees thereafter including possible debt collection cost.

7.6 In the event of late payment, the Company will charge interest in accordance with the Danish Interest Act.

7.7 If the Customer creates more users in addition to the tier comprised by the subscription, upgrades the license type or subscribes to optional modules, an invoice will be issued for the additional subscription fee for the remaining current subscription period calculated from the beginning of the month of ordering. Invoicing will be based on prices as informed at the Company's website at time of invoicing.

7.8 If the Customer reduces the number of licenses outside the tier comprised by the subscription, changes the license type and/or adds/deletes additional modules, the subscription fee will be adjusted accordingly beginning at the time of the following subscription period. Prepaid subscription fees for the then-current subscription period will not be refunded. License type and the number of 'Maximum users' shown under 'licenses' in the Customers system will dictate the type and number of licenses which will be invoiced for the following subscription period

7.9 The Customer accepts to receive invoices and reminders sent by email.

7.10 Customers with residence outside the EU will not pay VAT. Danish VAT will be added to the license price for all Danish based customers. For customers with other EU residence and a valid VAT number no Danish VAT will be added to the license price. For customers with other EU residence and no valid VAT number Danish VAT will be added to the license price.

## 8. Free trial

8.1 The Company may offer the Customer one trial subscription for the Product. The trial subscription is not subject to payment of subscription fees by the Customer.

8.2 If the Customer does not subscribe to the Product before the trial period expires, the Customer's access to the Product will cease upon expiry of the trial period. The Customer's trial account and data will be deleted shortly hereafter.

8.3 Subject to clauses 8.1 - 8.2, these Terms apply to the trial period of the Product. However, the Company does not have any obligations during the trial period and undertakes no liabilities for access and use or inability or failure to access or use of the Product.

## 9. Term and termination

9.1 The initial subscription period is six months from the ordering date of the Product. Hereinafter, the subscription period is automatically renewed for successive periods of 12 months unless otherwise agreed. The Company will send the Customer a notice by email approx. 6 weeks prior to the commencement of a new subscription period. The Customer is entitled to terminate the subscription agreement no later than two weeks before the commencement of a new subscription period. If the subscription is not terminated within this timeframe, it is automatically renewed.

9.2 The Company may terminate the subscription agreement immediately if the Customer materially breaches the Terms.

9.3 In case of termination of the subscription agreement, the Customer will not be allowed to access and use the Product at the time of expiry/termination of the

agreement. The Customer acknowledges and agrees that the Company is entitled to delete the Customer as user and terminate the Customer's access to the Product without further notice.

9.4 Prepaid subscription fees will not be refunded in any circumstances.

9.5 Upon termination of the subscription agreement, the Company will delete the Customer's data immediately if instructed by the Customer to do so. Otherwise the Company will store the Customer's data for a period of not less than 90 days calculated from the day after the termination of the subscription.

9.6 If at the time of 30 days after expiry/termination of the subscription agreement, the Customer has any unpaid invoices, the Company is entitled to delete the data without any further notice.

9.7 Upon termination of the subscription agreement, the Company is obliged to assist the Customer in extracting data from the system. The Customer will be invoiced and must pay for this prior to the extraction the data.

9.8 Termination of the Customers subscription must be confirmed in writing by the Company to be valid.

## 10. Warranties

10.1 The Customer warrants to the Company that its use of the Product is legal in every respect and that the Customer and its users, whether internal or external, adhere to these Terms. The Customer will indemnify and hold the Company harmless from any third-party claims arising out of the Customer's use of the Product, including claims concerning unsolicited emails and other marketing activities.

10.2 The Customer warrants that it is entitled to process its customer data in the Product under applicable law and will indemnify the Company of any claim and/or loss in this regard.

## 11. Disclaimer of warranties

11.1 The Company disclaims any and all warranties, representations and conditions, whether express, implied or statutory, including without limitation any warranties, duties or conditions of or related to merchantability, fitness for a particular purpose, lack of, accuracy or completeness of responses, results, correspondence to description, non-infringement, workmanlike effort and lack of negligence with respect to the Product, and the entire risk related thereto remain solely with the Customer.

## 12. Data protection

12.1 The Customer owns the rights to its data as data controller, and the Company acts as data processor on the Customer's behalf. All processing by the Company of the personal data and other data provided by the Customer shall be in accordance with the applicable laws. The Company's processing of personal data on behalf of the Customer shall therefore only be done in order to provide the Product and shall be subject to the Customer's instructions.

12.2 As the Company is data processor and the Customer is data controller, the parties' obligations regarding the processing of personal data are regulated in the data processor agreement, which at all times is available in the latest, applicable version on the Company's website. By accepting these Terms, the Customer also accepts the data processor agreement.

12.3 The Customer is obligated to keep user logins and passwords to the Product secret from any unauthorized users or third parties.

12.4 The Customer is obligated to ensure that the personal data provided by the Customer and used in the Product is processed by the Customer in accordance with all applicable laws. The Customer is obligated to ensure that the Customer's data provided in the Product, including personal data, do not violate any third-party intellectual property rights and/or any applicable legislation. The Company is entitled to delete any data that in the sole discretion of the Company constitutes a breach of the aforesaid undertaking by the Customer, and the Customer will not be entitled to any compensation in that respect.

## 13. Assignment

13.1 The Company is entitled to assign all of its rights and obligations pursuant to the subscription agreement, including these Terms to a third party.

13.2 The Customer cannot assign its rights and obligations pursuant to the subscription agreement to a third party without the prior written consent of the Company. Such content must not be unreasonably withheld.

## 14. Intellectual property rights

14.1 The Company retains all intellectual property rights, including without limitation copyrights, patent rights, trademark rights, know-how etc., in and to the Product. The Company does in no way assign, transfer or grant any rights to any of its intellectual property rights to the Customer.

14.2 The Customer is not allowed to assign, license, sell, rent out, lend out, hand over, or pass on the license to the Product to a third party without the written consent of the Company.

14.3 The Customer is not entitled to copy, reverse-engineer, disassemble, decompile, change or modify the Product or in any other way attempt to investigate, tamper with and/or discover the source code and/or the structural framework and/or the principles on which the Product is based except as expressly permitted under mandatory applicable law.

14.4 The Customer is not entitled to change or remove any marks and notices concerning copyright, patents, trademarks or other rights placed on, applied to or otherwise implemented in the Product.

## 15. Limitation of liability

15.1 The liability of either party is subject to the ordinary rules of Danish law, save for the exceptions and limitations as expressly set out in these Terms.

15.2 The Company will only be liable for the Product and excludes liability for any other products, services, tasks or services provided by hosting providers and/or

agents acting on behalf of the Company. In no event will the Company be liable for the services, tasks or obligations to be performed by the Customer and/or any third party.

15.3 The Company will not be liable for any direct, indirect, punitive or other damages or losses including, without limitation, damages for loss of profits, business interruption, loss of data or the restoration thereof (except as expressly set out in clause 15.4 below), product liability or personal injury arising out of the use of or inability to use the Product or data, including, but not limited to, business interruption, lost business or lost profits or savings. The aforesaid exclusions and limitations apply irrespective of whether such damages or losses are caused by acts or omissions by the Company attributable to the Company as negligent (including both gross and simple negligence) or incidental.

15.4 As regards loss of data, the sole liability of the Company is - to the extent commercially reasonable - to attempt to restore any lost data based on the most recent back-up copy available. Any and all liability for data irreversibly lost, irrespective of the Company's commercially reasonable efforts to restore such data, is limited in accordance with clause 15.5.

15.5 In addition to the exclusions and limitations of liability set forth in clause 11 and this clause 15, the entire liability of the Company (whether in contract, tort, gross or ordinary negligence, strict liability, breach or termination of contract, claim of repayment or proportionate repayment, by statute or otherwise) to pay any damages, compensation or any other amounts during the term of these Terms is limited and capped to an aggregate amount equal to the total aggregate license fee actually paid by the Customer to the Company for the provision of the Product during the preceding twelve (12) months prior to the act or omission that the liability arises from. Furthermore, the Company's liability towards the Customer cannot in any circumstances, separately or all together, exceed EUR 10,000.

15.6 A party will not be liable for non-performance of its obligations (other than failure to pay any amounts due) in the event that a situation arises beyond its reasonable control including failure or breakdown of telecommunications networks and lines, regulations by government authorities, lock-outs, strikes, infrastructure breakdowns, natural disasters, epidemics, pandemics, acts of terrorism, fires,

floods, storms, fire storms, sabotage, vandalism, damages caused by computer virus, hacking, war, civil wars, riots, nuclear disaster etc. which such party did not take into account prior to the execution of these Terms unless the other party (except if performance is de facto impossible) agrees to compensate the affected party for any additional costs incurred as a consequence of a situation beyond such party's reasonable control.

## 16. Confidentiality

16.1 All confidential information received by either party from the other party must be held in complete confidence by the receiving party and its directors, employees, advisers or representatives, and must not without the prior written consent of the Company be used for any purpose other than in connection with the fulfilment of the subscription agreement.

16.2 Confidential information does not include information which (i) has already passed into the public domain other than through breach of this confidentiality obligation; (ii) has been received from an independent third party other than through breach of a confidentiality obligation; or (iii) the Customer can demonstrate has been independently developed by that party prior to disclosure.

16.3 All advertising, press releases, public announcements and public disclosures by a party relating to the subscription must be approved by both parties prior to release to any third party. This clause does not prevent a party from making such press releases, public announcements or public disclosures as may be required by law or otherwise are reasonably justified to protect a party's legitimate interests.

16.4 The termination of the subscription agreement will not affect the parties' obligations under this clause 16.

## 17. Governing law and venue

17.1 The Customer's subscription agreement, including these Terms, is governed by Danish law, however, excluding (i) any rules concerning choice of law and (ii) the UN Convention on Contracts for the International Sale of Goods ("CISG"), which do not apply.

17.2 Any dispute between the Company and the Customer arising out of the subscription and the Terms will be subject to the jurisdiction of the ordinary courts of Denmark, at the Company's then-current venue.