

PROCEEDY APS  
GENERAL SUBSCRIPTION CONDITIONS  
(Time line)

### Section 1 Basis of agreement

These Terms describe the framework for how Proceedy provides services to the Customer, as well as operations, support, updates and troubleshooting to the Customer, hereinafter collectively referred to as the SaaS Service. These terms and conditions together with the order document accepted by the customer constitute the entire agreement for the customer's use of the SaaS service.

### Section 2 The SaaS service

The details of the SaaS service are set out in these terms, the Proceedings website and the parties' ordinal document. The order document will specify which access to the SaaS service the customer has acquired.

A description of the functionality of the solution can be found on the Proceedings website. The functionality provided to the customer is a standard functionality that is continuously updated.

The customer is invited to check for himself whether the functionality is appropriate for the customer and can meet the customer's needs, as Proceedy does not assume this responsibility.

No documentation is provided for the use of the SaaS service, which has been made as intuitive as possible. Introduction and other help can be found on the Proceedings website and on the associated support page — [www.proceedy.dk/support](http://www.proceedy.dk/support). If the customer needs training or support in the use of the service, Proceedy can always be contacted and we will then agree specifically what is needed.

### Section 3 Establishment

The establishment of the customer's access to the SaaS service is done by the customer itself and as further described on the Proceedy's website.

### Section 4 Scope of the right of use

As long as this agreement is in force, the customer acquires, upon payment of the invoiced usage fee, a non-exclusive and time-limited right to the acquired solutions in the SaaS services Proceedy with the functionality present in the solution at all times.

Customer's right under this Agreement is linked to a unique sign-in which is non-transferable and which grants the right only to the use of the SaaS Service specified in the Order Document, for Customer's own business or organisation, and solely for the purpose of servicing Customer's customers. Customer may not use the SaaS Service to perform service bureau activities for third parties unless specifically agreed with Proceedy.

In the event of a merger or other amalgamation, where the company is merged with another CVR number, the agreement must be renegotiated.

### Section 5 Service Level

Proceedy provides server capacity that Proceedy deems necessary for the customer to achieve reasonable response times measured on the outside of the firewall of Proceedy's hosting partner, but Proceedy

makes no guarantees in this regard. Server capacity is provided via a subcontractor in Denmark.

Proceedy can never be held responsible for a lack of connection to the SaaS service, to the covered hosting environment or for poor response times, unless this is due to significant errors in the Proceedy services themselves.

Proceedy has no obligations in relation to problems that are not due to circumstances at Proceedy, such as errors or lack of capacity.

There may be a need for immediate bug fixing or implementation of changes that cannot wait for security reasons. In such situations, Proceedy may be required to take all or part of the SaaS Service out of service. Proceedy will attempt to minimize the inconvenience of such remediation to the extent possible and will provide advance notice of such maintenance.

### Section 6 Support and troubleshooting

As part of the service, the Customer has access to a support page with video introductions and FAQ. To the extent Customer cannot get its support question answered on this page, Customer may contact Proceedy for English language hotline support regarding the functionality of the SaaS Service during Proceedy's normal business hours, Monday through Friday, 8 a.m. to 4 p.m.

Examples that — as a rule — are not covered by the free support include the following;

- caused by third party software or hardware
- due to a change of interface or data format by the customer
- not related to the SaaS service functions
- which may be considered as professional advice

Proceedy will be happy to assist in resolving issues not covered by the free support under this Agreement, but reserves the right to invoice for this in accordance with Proceedy's general terms and conditions for the provision of consultancy services.

### Section 7 Reporting of errors

Correction of errors is done by the customer reporting to the support according to the specified guidelines, where an error is understood as the situation that a functionality of the SaaS service does not work as described by Proceedy. It is not considered a fault that a non-described functionality is missing or that the SaaS service responds slower than the customer might expect. Errors will be notified at [www.proceedy.dk/support](http://www.proceedy.dk/support)

### Section 8 Hosting and security

The SaaS service is hosted by third parties in the EU. Access to the server, backup, monitoring, security including virus protection, etc. is in accordance with the hosting partner's conditions, which the customer can obtain by contacting Proceedy. A more detailed security description can be found on the Proceedy's website.

### Section 9 Updates

The Service is updated on an ongoing basis and the Customer will automatically have access to the updated solution. Updates may include new or changed

functionality, but Proceedy may also remove legacy functionality that is no longer deemed appropriate if that functionality is deemed not to add value.

Proceedy endeavours to continuously develop the SaaS Service, including correcting errors and inadequacies, but Proceedy has no obligation to release new versions.

### Section 10 Prices and payment

The price for the customer's use of the acquired solutions in the SaaS service is stated in the order document.

Invoices are issued from the date of commissioning until the end of the calendar year. Thereafter, invoices are issued annually in advance on 1 January.

All prices are quoted exclusive of VAT and other taxes.

Proceedy is entitled, without notice to the customer, to adjust the prices annually with effect from 1 January in proportion to the increase in the wage index for the private sector published by Statistics Denmark or the index that may replace this index. The regulation is done according to the following formula: (new index — old index) divided by old index x 100% = percentage increase. The adjustment will take place in December on the basis of the index published in Q3.

Unless otherwise stated in the order document, Proceedy may additionally adjust the price at any time with 3 months' notice with effect from 1 January of the following year.

Invoices are due for payment 14 days after the invoice date. In the event of late payment, Proceedy is entitled to interest in accordance with the provisions of the Interest Act.

### Section 11 Customer's non-payment

In the event of non-payment by the Customer, Proceedy has the right to suspend the Customer's right to the SaaS Service. If, after 2 payment reminders, the Customer has still not paid the outstanding amount, Proceedy may suspend the Customer's access to the SaaS Service.

### Section 12 Personal data etc.

The Customer agrees, as a condition of access to the Service, to enter into a Data Processor Agreement on Proceedy's standard terms.

To the extent that Proceedy processes personal data for the customer, Proceedy acts solely on the instructions of the customer.

The customer's data will only be processed by Proceedy in Denmark, but may be done using an external hosting partner.

### Section 13 Intellectual property rights

The Customer is granted only a right of use to the specified solutions in the SaaS Service, as the right of use is positively stated in this Agreement.

The right of use is not transferable. The customer does not get any rights to Proceedy's services or to get the source code. All rights underlying the SaaS Services, including copyright, are the sole property of Proceedy.

Customer shall not modify or further develop the SaaS Service or make any additional copies beyond those permitted by this Agreement. Failure to do so shall be considered a material breach.

#### **Section 14 Third party rights**

Should a third party raise objections to the customer's use of the SaaS service or parts thereof, the customer shall immediately notify Proceedy thereof, and Proceedy shall thereupon assume control of the conduct of the case, negotiations in connection therewith and the costs thereof.

Should a third party be prohibited from using the SaaS service, Proceedy will try to obtain the right for the customer to continue using the SaaS service, alternatively replace the solution with another solution of a similar nature, or terminate this SaaS agreement and refund the prepaid fee. The customer cannot make any further claims against Proceedy.

#### **Section 15 Limitations of compensation**

Proceedy cannot be held liable for any losses incurred by the customer, either directly or indirectly, as a result of problems and errors related to the use of the SaaS service, including problems with on-line access, functionality and operation. The customer is responsible for ensuring off-line work with the solution, if necessary.

Under no circumstances, and regardless of the degree of negligence, shall Proceedy be liable for Customer's losses resulting from the SaaS Service's errors, mishandling of data, personal data breach, preparation of time lines, etc. Proceedy shall not be liable for Customer's indirect losses, lost billing or profit, loss of data, losses caused by damage to data, costs of data restoration or costs of third party remediation.

Should Proceedy incur liability towards the customer, this will always, and regardless of the reason for the liability, be limited to 50% of the customer's remuneration paid under this agreement within the last 12 months before the damage occurred, but not more than DKK 100,000.00

The above limitation of liability shall apply irrespective of the degree of negligence on the part of Proceedy's and shall also apply to any product liability.

#### **Section 16 Provisions on amendment and termination**

The Customer may terminate this Agreement at any time upon 1 month's written notice to the end of a calendar month.

The agreement can be terminated by Proceedy's with 12 months' notice to the end of a calendar month. However, Proceedy may give notice of a change in prices and delivery terms with one month's notice to the end of a calendar month.

In addition, the contract may be terminated by rescission if either party is in material breach of its obligations and that breach has not been remedied or made good within 10 working days of receipt of a demand from the party alleging a breach.

Upon termination of the agreement, for whatever reason, the customer must arrange to have the data, etc. stored on the solution retrieved. The customer is responsible for the costs of handling and loading this data. Proceedy can, if the client so wishes, assist with data interception on Proceedy's general terms for the provision of consultancy services.

#### **Section 17 Force Majeure**

Proceedy is not responsible for events that may be considered force majeure, including war, mobilization, terrorism, extraordinary hacker attacks and viruses, failure or breakdown of power supply or communication lines, illness or absence for other reasons of key employees, strike, lockout, fire, flood, torrential rain or other natural disasters.

#### **Section 18 Interpretation**

Unless otherwise specified in this Agreement, the relationship between the parties shall be governed by the general rules of Danish law.

#### **Section 19 Confidentiality and reference**

Both parties may have access to confidential information about the other party in the course of cooperation. Both parties declare to treat such information with the necessary discretion and respect for confidentiality.

Information to the public about a pending conflict between the parties would be considered a breach of the agreed confidentiality.

#### **Section 20 Transfer**

Proceedy reserves the right to transfer the hosting part to another provider in Denmark or the EU without consent, just as Proceedy may transfer the entire agreement without consent in the event of the sale of all or part of Proceedy's business, as part of a restructuring, merger or demerger, etc.

The customer may not assign the agreement without the written consent of Proceedy.

#### **Section 21 Dispute resolution**

If the parties should have a disagreement, either party may request a meeting of the Directors with a view to resolving the disagreement amicably. However, a director may authorise another person to take the meeting.

Any dispute arising out of this Agreement shall be submitted to mediation by the Arbitration Institute in accordance with the rules adopted by the Arbitration Institute in this regard and in force at the time of the submission of the request for mediation.

If the mediation is terminated without the dispute being resolved, or if for any other reason one of the parties wishes to bring the matter before the courts, the dispute must be settled by the District Court in Aarhus.