SaaS Subscription Agreement

This Subscription Agreement is a legal agreement between you (**Subscriber)** and ExpandIT International A/S, registered in Denmark with CVR-number 21389781 whose registered office is at Slotsmarken 12, 2970 Hørsholm, Denmark (**Supplier**)

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"Authorised Users" those employees, agents and independent contractors of the Subscriber who are authorised by the Subscriber to use the Services from time to time.

"Back-Up Policy" means the policy available at the Website. Such document may be amended by the Supplier in its sole discretion from time to time.

"Business Day" a day other than a Saturday, Sunday or public holiday in Denmark when banks are open for business.

"Confidential Information" information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.5 or clause 10.6.

"Data Protection Legislation" means the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

"Documentation" the documents and video made available to the Subscriber by the Supplier online via the Website which sets out a description of the Services and the user instructions for the Services.

"Effective Date" the date the Subscriber requests the Services from the Supplier by accepting this Agreement.

"Initial Subscription Term" means 12 months from the Effective Date.

"Named users" is a specific person working on one hardware device at a time of which only one can have offline use enabled.

"Normal Business Hours" are listed on the Website.

"Renewal Period" the period described in clause 13.1.

"Services" the subscription services provided by the Supplier to the Subscriber under this Agreement via the Website as more particularly described in the Documentation.

"Software" the online software applications provided by the Supplier as part of the Services named ExpandIT Essentials.

"Subscriber Data" the data inputted by the Subscriber, Authorised Users, or the Supplier on the Subscriber's behalf for the purpose of using the Services or facilitating the Subscriber's use of the Services.

"Subscription Fees" the subscription fees payable by the Subscriber to the Supplier for the User Subscriptions as set out in the Supplier's Pricelist.

"Subscription Term" has the meaning given in clause 13.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

"Supplier's Pricelist" means the current pricelist available at the Website from time to time.

"Support Services Policy" the Supplier's policy for providing support in relation to the Services as made available at www.expandit.com or such other website address as may be notified to the Subscriber from time to time.

"User Subscriptions" the user subscriptions purchased by the Subscriber pursuant to clause 8.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Agreement.

"Website" means the ExpandIT self-service portal available at www.expandit.com or any other website notified to the Subscriber by the Supplier from time to time.

"Virus" any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. USER SUBSCRIPTIONS

2.1 Subject to the Subscriber purchasing the User Subscriptions in accordance with clause 8.1, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Subscriber a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Subscriber's internal business operations.

2.2 In relation to the Authorised Users, the Subscriber undertakes that:

(a) 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;

(b) it will not allow or suffer any User 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; and

(c) each Authorised User shall keep a secure password for his/her use of the Services and Documentation and that each Authorised User shall keep his/her password confidential.

2.3 The Subscriber shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

(a)   is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b)   facilitates illegal activity;

(c)   depicts sexually explicit images;

(d)   promotes unlawful violence;

(e)   is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f)   is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Subscriber, to disable the Subscriber's access to any material that breaches the provisions of this clause.

2.4   The Subscriber shall not:

(a)   except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

(i)   attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(b)   access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c)   use the Services and/or Documentation to provide services to third parties; or

(d)   subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

(e)   attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; or

(f)   introduce or permit the introduction of any Virus into the Supplier's network and information systems.

2.5   The Subscriber shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

2.6 The rights provided under this clause 2 are granted to the Subscriber only and shall not be considered granted to any subsidiary or holding company of the Subscriber.

3. MANAGING USER SUBSCRIPTIONS

3.1 The Subscriber may manage the Authorised Users within the maximum number of User Subscriptions via the Website.

3.2 Subject to clause 3.3, the Subscriber may, from time to time during any Subscription Term, purchase additional User Subscriptions and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Agreement.

3.3 If the Subscriber wishes to purchase additional User Subscriptions, the Subscriber shall place an order online via the Website. Where the Supplier approves the request, the Supplier shall activate the additional User Subscriptions without undue delay.

4. SERVICES

4.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Subscriber on and subject to the terms of this Agreement.

4.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

(a) planned maintenance carried out during maintenance windows listed on the Website; and

(b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Subscriber at least 6 hours' notice in advance.

4.3 The Supplier will, as part of the Services and in consideration of the support fees set out in clause 8, provide the Subscriber with the Supplier's standard Subscriber support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time. The Subscriber may purchase enhanced support services separately at the Supplier's then current rates.

5. DATA PROTECTION

5.1   The parties agree to comply with the Data Protection provisions outlined in Schedule 1.

6.   SUPPLIER'S OBLIGATIONS

6.1   The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

6.2   The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Subscriber with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Subscriber's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1.

6.3   The Supplier:

    (a)   does not warrant that:

    (i)   the Subscriber's use of the Services will be uninterrupted or error-free;

    (ii)   that the Services, Documentation and/or the information obtained by the Subscriber through the Services will meet the Subscriber's requirements.

    (iii)   the Software or the Services will be free from Viruses; or

    (b)   is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Subscriber acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.4   In the event that the Subscriber provides written documentation justifying that there is a significant error in the Services which in the Supplier's opinion may be characterized as a "fatal" error, i.e. an error characterized by the fact that one or more of the Software's main functions do not work, the Supplier may at its discretion:

    (a)   Deliver an update to the Software without the error free of charge.

    (b)   Correct the error free of charge; or

    (c)   Terminate the Services.

Error Correction may also be in the form of statement of procedures or manners of application ("work arounds") whereby the error will have no significant effect on the Subscriber's use of the Services.

The Subscriber shall have no further claims against the Supplier in this connection.

6.5 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

6.6 The Supplier shall follow its archiving procedures for Subscriber Data as set out in its Back-Up Policy.

7. SUBSCRIBER'S OBLIGATIONS

7.1 The Subscriber shall:

(a) provide the Supplier with:

(i) all necessary co-operation in relation to this Agreement; and

(ii) all necessary access to such information as may be required by the Supplier;

in order to provide the Services, including but not limited to Subscriber Data, security access information and configuration services;

(b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

(c) carry out all other Subscriber responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Subscriber's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

(e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

(g) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Subscriber's network connections or telecommunications links or caused by the internet.

7.2 The Subscriber shall configure the Software to in accordance with the Documentation to suit its business model at its own costs and risk.

7.3   The Subscriber shall own all right, title and interest in and to all of the Subscriber Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Subscriber Data.

8.   CHARGES AND PAYMENT

8.1   The Subscriber shall pay the Subscription Fees to the Supplier for the User Subscriptions in accordance with this clause 8 and the Supplier's Pricelist.

8.2   The Subscriber shall on the Effective Date provide to the Supplier valid, up-to-date and complete credit card details or approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Subscriber provides:

(a)   its credit card details to the Supplier, the Subscriber hereby authorises the Supplier to bill such credit card:

(i)   on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

(ii)   subject to clause 13.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;

(b)   its approved purchase order information to the Supplier, the Supplier shall invoice the Subscriber:

(i)   on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

(ii)   subject to clause 13.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,

and the Subscriber shall pay each invoice within 30 days after the date of such invoice.

8.3   If the Supplier has not received payment within the due date, and without prejudice to any other rights and remedies of the Supplier:

(a)   the Supplier may, without liability to the Subscriber, disable the Subscriber's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b)   the Supplier may charge interest which shall accrue on a daily basis on such due amounts at a monthly rate equal to 2%, commencing on the due date and continuing until fully paid.

8.4   All amounts and fees stated or referred to in this Agreement:

(a)   shall be payable in in line with the Supplier's Pricelist;

(b)   are, subject to clause 12.3(b), non-cancellable and non-refundable;

(c)   are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate where applicable.

8.5   If, at any time whilst using the Services, the Subscriber exceeds the amount of disk storage space specified in the Documentation, the Supplier shall charge the Subscriber, and the Subscriber shall pay, the Supplier's then current excess data storage fees as set out in the Supplier's Pricelist from time to time.

8.6   The Supplier shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.2, or the excess storage fees payable pursuant to clause 8.5 at the start of each Renewal Period upon 30 days' prior notice to the Subscriber.

9.   PROPRIETARY RIGHTS

9.1   The Subscriber acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Subscriber any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

9.2   The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

10.   CONFIDENTIALITY

10.1   Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

(a)   is or becomes publicly known other than through any act or omission of the receiving party;

(b)   was in the other party's lawful possession before the disclosure;

(c)   is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

(d)   is independently developed by the receiving party, which independent development can be shown by written evidence.

10.2   Subject to clause 10.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

10.3   Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

10.4   A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10.5   The Subscriber acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

10.6   The Supplier acknowledges that the Subscriber Data is the Confidential Information of the Subscriber.

10.7   No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

10.8   The above provisions of this clause 10 shall survive termination of this Agreement, however arising.

11.   INDEMNITY

11.1   The Subscriber shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Subscriber's use of the Services and/or Documentation, provided that:

(a)   the Subscriber is given prompt notice of any such claim;

(b)   the Supplier provides reasonable co-operation to the Subscriber in the defence and settlement of such claim, at the Subscriber's expense; and

(c)   the Subscriber is given sole authority to defend or settle the claim.

11.2   The Supplier shall defend the Subscriber, its officers, directors and employees against any claim that the Subscriber's use of the Services or Documentation in accordance with this Agreement infringes any patent effective as of the Effective Date, copyright, trademark, database right or right of confidentiality, and shall indemnify the Subscriber for any amounts awarded against the Subscriber in judgment or settlement of such claims, provided that:

(a)   the Supplier is given prompt notice of any such claim;

(b)   the Subscriber provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

(c)   the Supplier is given sole authority to defend or settle the claim.

11.3   In the defence or settlement of any claim, the Supplier may procure the right for the Subscriber to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Subscriber without any additional liability or obligation to pay liquidated damages or other additional costs to the Subscriber.

11.4   In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Subscriber to the extent that the alleged infringement is based on:

(a)   a modification of the Services or Documentation by anyone other than the Supplier; or

(b)   the Subscriber's use of the Services or Documentation in a manner contrary to the instructions given to the Subscriber by the Supplier; or

(c)   the Subscriber's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

11.5   The foregoing and clause 12.3(b) state the Subscriber's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

12.   LIMITATION OF LIABILITY

12.1   Except as expressly and specifically provided in this Agreement:

(a)   the Subscriber assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Subscriber, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Subscriber in connection with the Services, or any actions taken by the Supplier at the Subscriber's direction;

(b)   all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

(c)   the Services and the Documentation are provided to the Subscriber on an "as is" basis.

12.2   Nothing in this Agreement excludes the liability of the Supplier:

(a)   for death or personal injury caused by the Supplier's negligence; or

(b)   for fraud.

12.3   Subject to clause 12.1 and clause 12.2:

(a)   the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

(b)   the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

13.   TERM AND TERMINATION

13.1   This Agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

(a)   either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

(b)   otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

13.2   Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;

(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party;

(f) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(g) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or

(h) there is a change of control of the other party.

13.3 On termination of this Agreement for any reason:

(a) all licences granted under this Agreement shall immediately terminate and the Subscriber shall immediately cease all use of the Services and/or the Documentation;

(b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c) the Supplier may destroy or otherwise dispose of any of the Subscriber Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Subscriber of the then most recent back-up of the Subscriber Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Subscriber within 30 days of its receipt of such a written request, provided that the Subscriber has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Subscriber shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Subscriber Data; and

(d)   any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. FORCE MAJEURE

The Supplier shall have no liability to the Subscriber under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemic or default of suppliers or sub-contractors, provided that the Subscriber is notified of such an event and its expected duration.

15. CONFLICT

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

16. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties' authorised representatives.

17. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19.   SEVERANCE

19.1   If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

19.2   If any provision or part-provision of this Agreement is deemed deleted under clause 19.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20.   ENTIRE AGREEMENT

20.1   This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2   Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

20.3   Nothing in this clause shall limit or exclude any liability for fraud.

21.   ASSIGNMENT

21.1   The Subscriber shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

21.2   The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

22.   NOTICES

22.1   Any notice required to be given under this Agreement shall be in writing and shall be sent to the party at the address, fax number or email address provided in this Agreement in case of the Supplier and in case to the Subscriber the information provided when subscribing to the Services via the Website or as otherwise notified in writing to the other party.

22.2   This Clause sets out the delivery methods for sending a notice to a party under this agreement and, for each delivery method, the date and time when the notice is deemed to have been received:

   (a)   if delivered by hand, at the time the notice is left at the address;

   (b)   if sent by pre-paid first class or next working day delivery service, at 9.00am on the second Business Day after posting;

   (c)   if sent by pre-paid airmail, at 9.00am on the fifth Business Day after posting; or

   (d)   if sent by email, at the time of transmission; or

   (e)   if sent by fax, at the time of the transmission.

22.3   If deemed receipt under clause 22.2 would occur outside Normal Business Hours in the place of receipt, it shall be deferred until Normal Business Hours resume.

22.4   This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23.   GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Danish law.

24.   JURISDICTION

Each party irrevocably agrees that the courts of Denmark shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Valid from February 2021.

Schedule 1 Data Protection

Within this Agreement the terms "controller", "data subject", "personal data", "personal data breach", "process" ("processed" to be construed accordingly) and "processor" shall have the same meanings as in the Data Protection Legislation.

1   With respect to the Parties' rights and obligations under this Agreement, the parties acknowledge that in relation to any Subscriber Data, the Subscriber is a controller, and the Supplier is a processor.

2   The parties acknowledge their respective obligations under the Data Protection Legislation and shall give each other such assistance as is reasonable to enable each other to comply with such obligations, however, for the avoidance of doubt the Subscriber agrees that where the Supplier has satisfied a contractual obligation under this Agreement, then such satisfaction of the contractual obligation is deemed to satisfy the same or similar requirement under the Data Protection Legislation.

3   The Subscriber warrants, represents and undertakes to the Supplier that it has lawful grounds for processing the Subscriber Data.

4   The Parties confirm that the information relating to the subject matter and duration of the processing; the nature and purpose of the processing; the type of personal data; the categories of data subjects; and the obligations and rights of the Subscriber have been set out in this Agreement and in Annex 1.

5   Where the Supplier processes Subscriber Data under or in connection with this Agreement, the Supplier shall:

5.1   save as required otherwise by law, only process such Subscriber Data as is necessary to perform its obligations under this Agreement, and only in accordance with the Subscriber 's documented instructions;

5.2   put in place appropriate technical and organisational measures to meet its own obligations under the Data Protection Legislation as set out in Annex 1 and which the Subscriber agrees are appropriate measures;

5.3   ensure the Supplier staff who will have access to Subscriber Data are subject to appropriate confidentiality obligations;

5.4   be entitled to engage sub-processors to process Subscriber Data subject to the Supplier ensuring that equivalent requirements to those set out in this clause are imposed on any sub-processor(s), the Supplier remaining fully liable to the Subscriber for the performance of the sub-processor's obligations and where applicable, providing to the Subscriber reasonable prior notice of any addition, removal or replacement of any such sub-processors;

5.5   not process or transfer Subscriber Data outside the European Economic Area without the prior documented consent of the Subscriber;

5.6   have in place the appropriate technical and organisational security measures to protect the Subscriber Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;

5.7   notify the Subscriber without undue delay after becoming aware of any personal data breach involving Subscriber Data, taking into account the nature of processing and the information available to the Supplier.

5.8   take appropriate technical and organisational measures, insofar as is possible, to assist the Subscriber in responding to requests for data subjects for access to or rectification, erasure or portability of Subscriber Data or for restriction of processing or objections to processing of Subscriber Data (but the Supplier will not itself respond to any such data subject request except on written instructions from the Subscriber). Furthermore, the Supplier will, upon the request of the Subscriber, provide assistance to the Subscriber relating to Subscriber's security; impact assessment; data breach reporting requirements; and data protection or data privacy authority consultation obligations under the Data Protection Legislation taking into account the information available to the Supplier. the Supplier may charge the Subscriber its reasonable costs (or the rates otherwise agreed between the parties) for its time spent and expenses incurred in providing the Subscriber with co-operation and assistance as required by this clause;

5.9   make available to the Subscriber such information as the Subscriber reasonably requests and the Supplier is reasonably able to provide, and permit and contribute to such audits, including inspections, conducted by the Subscriber (or the Subscriber's appointed auditors), as is necessary to demonstrate the Supplier's compliance with the Data Protection Legislation. The Subscriber will give reasonable notice of any audit and will be fully liable for any associated costs (including those of the Supplier); and

5.10   save as may be required by law to retain the Subscriber Data for a period of 5 years upon expiry or termination of this Agreement, at the Subscriber's cost and option either delete or return the Subscriber Data to the Subscriber on expiry or termination of this Agreement,

provided always that nothing in this clause shall oblige the Supplier to provide assistance which does not relate directly to the Services performed pursuant to this Agreement.

6   The Supplier shall inform the Subscriber in writing if, in the Supplier's opinion, an instruction from the Subscriber infringes the Data Protection Legislation but only in relation to a breach of the General Data Protection Regulation ((EU 2016/679)) and/or other European Union or Member State data protection provisions and not jurisdictions outside of these areas. However, the Subscriber acknowledges that:

6.1   any information the Supplier provides is not legal advice or guidance in anyway whatsoever, and that the Supplier makes no warranty or representation regarding the information (express or implied); and

6.2 this clause shall not relieve the Subscriber of its obligation to ensure that all instructions to the Supplier comply with all applicable legislation, including all Data Protection Legislation; and

6.3 the Supplier may charge the Subscriber its reasonable costs (or the rates otherwise agreed between the parties) for its time spent and expenses incurred in providing the Subscriber with co-operation and assistance as required by this clause.

7 Notwithstanding anything to the contrary in this Agreement, if any of the following occur:

7.1 any changes/modifications to the Data Protection Legislation including the requirement to amend, update, modify or replace any systems the Supplier use to process the Subscriber Data;

7.2 any new, clarified or amended guidance or polices issued by a supervisory authority;

7.3 any direction or instruction issued by a supervisory authority (whether relating to Subscriber or the Supplier in respect of the Services,

then any increased effort or costs incurred by the Supplier in association with the aforementioned shall be additionally chargeable to the Subscriber.

8 The Subscriber shall indemnify and keep indemnified the Supplier against any liability, fines, claims, demands, expenses and costs (including legal fees) arising as a result of any breach of Data Protection Legislation by the Subscriber, or the Supplier acting in accordance with any instruction, policy or procedure of the Subscriber.

9 The Subscriber warrants and represents that any Subscriber instruction, policy or procedure shall be lawful.

Subject matter of the processing	The licensed program known as ExpandIT Essentials
Duration of the processing	Data will be processed for the duration of the Agreement and records retained for 5 years thereafter
Nature and purpose of the processing	As required in relation to the provision of services offered by the Supplier and the operation of ExpandIT Essentials.
Type of personal data	Including but not limited to: subscriber and/or username, title, phone number and email address.
Categories of data subjects	Customers Users Suppliers
Obligations and rights of the Subscriber	As per Agreement

Terms and Conditions – Saas

GENERAL

These terms and conditions shall apply to all proposals, offers, orders, sales and deliveries from ExpandIT International A/S (Danish business registration number 21389781) or a group company (ExpandIT) of ExpandIT Premium products. Any purchase conditions that the customer may have shall not be valid unless otherwise agreed expressly in writing by ExpandIT.

A current version of the terms and conditions is also available on the ExpandIT Extranet at www.expandit.com

PROJECT PROPOSAL AND ACCEPTANCE

A project proposal consists of an agreement, a Workshop Report, a list of Hardware and Software Requirements, a number of estimates, prices and an estimated time schedule.

Project proposals are valid for thirty (30) days for acceptance by the customer unless otherwise stated. Proposals are not final and may be subject to changes.

The customer's acceptance of the project proposal by returning a signed copy of the project proposal or ExpandIT's commencement of work pursuant to the project proposal shall form the contract for the supply of

ExpandIT's services (the Contract).

ESTIMATES

An estimate covers the development of a described functionality and the testing of this.

ExpandIT shall inform the customer without undue delay if an estimate will be exceeded by more than 20%.

It is a condition for all estimates that the customer makes all necessary resources available for the project on time. The time schedule set out in the project proposal may be subject to changes if the provision of any of the customer's resources is delayed.

CUSTOMER'S OBLIGATIONS

The customer shall (a) co-operate with ExpandIT in all matters relating to the Contract and appoint a project manager, who shall have the authority to contractually bind the customer on matters relating to the Contract; (b) provide in a timely manner such access to the customer's premises and data as requested by ExpandIT; (c) provide in a timely manner such information as ExpandIT may request; and (d) ensure that such information is accurate in all material respects.

CHANGE REQUESTS

If, after the Contract has been made, new tasks or requests emerge, ExpandIT shall provide an estimate to the customer. A change request shall be agreed upon separately by the parties. ExpandIT reserves the right not to start a new task before the change request is accepted in writing by the customer.

TIME SCHEDULE

After the completion of the workshop, the parties shall agree on the final time schedule for the delivery and implementation of the project proposal. If any delivery is delayed at the request of the customer, or because of the customer's acts or omissions, the implementation plan shall be amended to take account of such delay. The parties agree to communicate any delays immediately in writing.

PROJECT MANAGEMENT AND MEETINGS

Project management is charged per hour unless otherwise stated in writing. Project management is budgeted to 15% of the total estimate but may exceed the budget. ExpandIT's participation in meetings is by request and expenses are charged according to our price list applicable from time to time. Our current price list is attached as Annex 1 and can also be found at the ExpandIT Extranet.

DELIVERY

The customer is notified in writing when a delivery of software is made available for testing (typically on a test server) and the customer must test and review the software within fourteen (14) days.

After fourteen (14) days, if no issues have been notified to ExpandIT, the delivery will be deemed as complete and approved by the customer.

Any issue notified by the customer after fourteen (14) days, will be chargeable at ExpandIT's standard hourly in accordance with our price list.

BROWSER TEST

ExpandIT software is tested to work in the latest version of Chrome at the time of installation. ExpandIT software may function within other browsers but may encounter formatting issues and potentially other unexpected behaviours.

If a particular browser and\or version is required by the customer, ExpandIT will provide you with an estimate of any additional work needed.

CUSTOMER'S ERP-SYSTEM

ExpandIT is not responsible for any missing data and/or licenses in the customer's ERP-system.

The ExpandIT solution includes ERP-objects that can be used as a basis for integration, but the specific integration to the customers' ERP is **not** part of the ExpandIT delivery. The customer should allocate its own technical resources for the integration.

Any work related to the customer's ERP-system is charged separately by ExpandIT.

EXPANDIT SAAS

ExpandIT SaaS is sized and priced based on average usage. If the customer's usage materially exceeds the average usage, ExpandIT retains the right to change the terms and conditions for the service, including the pricing with 30 days' notice.

If the customer's usage is beyond the scope for which the ExpandIT software was designed, ExpandIT reserves the right to terminate the hosting immediately. Such usage includes but is not limited to uploading large data files or illegal content.

In case the customer is on a Microsoft Azure platform, the customer buys this service directly from Microsoft, and ExpandIT should be noted as Digital Partner of Record, ID 1075850.

SERVERS

ExpandIT Cloud uses commercially available hosting services and proprietary services to enhance security and to ensure the ability to replace hosting providers. ExpandIT expects in average 99% availability, but the customer should not make dispositions based on such availability.

SECURITY

It is the responsibility of the customer to ensure that solution data is backed up and can be restored. See also ExpandIT SaaS Backup Policy on the ExpandIT Extranet.

UPGRADING, EXPANDIT ESSENTIALS

ExpandIT upgrades the service regularly.

UPGRADING, EXPANDIT PREMIUM

ExpandIT upgrades the customer's instance several times a year and uses version control tools including GIT to identify if customizations can be replaced partly or completely by the standard software. The customer decides whether to incur the cost associated with this or whether to continue to use the customized components.

SMS SERVICE

A SMS is 160 ASCII (not regional) characters. Using regional characters double the SMS count. The SMS count is also a multiple of 160 characters.
Examples:

- 140 characters ASCII only = 1 SMS
- 180 characters ASCII only = 2 SMS
- 180 characters with non-ASCII characters = 4 SMS

PRICES

All prices are excluding value added taxes, sales tax and all other taxes and are adjusted at year-end or with at least three months' notice. Prices are increased by 2-3% (rounded to the nearest whole multiple of 5) annually each January.

Travel costs are invoiced weekly in accordance with local rates.

SUPPORT - ERRORS

Error reporting with proper documentation attached should be emailed to support@expandit.com. Corrective action will commence within normal working hours and according to the ExpandIT End-User License Agreement.

Support is charged at the applicable rates and is invoiced weekly. Please refer to our price list.

CONFIDENTIALITY

Each party shall, during the term of this license and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this license) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the

other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this license, or subsequently comes lawfully into the possession of such party from a third party.

Each party shall use its reasonable efforts to prevent the unauthorized disclosure of any such information.

EXCLUSION AND LIMITATION OF LIABILITY

ExpandIT shall not in any circumstances be liable for indirect loss, including consequential loss, loss of profit, loss of data, corruption of data, incorrect data due to loss, increased internal work and costs or damages.

ExpandIT shall not be liable for any delays unless this is due to gross negligence by ExpandIT.

ExpandIT's total liability shall be limited to the price paid for the particular delivery. ExpandIT's End-User License Agreement may further limit ExpandIT's liability. A copy is available on the ExpandIT Extranet.

FORCE MAJEURE

Neither party shall be liable for any damage which may be suffered by the other party as a direct or indirect consequence of the non-performing party being delayed, prevented, or hindered in the performance of its obligations as a result of a force majeure event. A force majeure event may be – but are not limited to - war and mobilization, cyber-attacks, natural, strikes, lock-out, fire, import and export regulations, pandemic, epidemic and other unforeseeable circumstances beyond the control of the party concerned.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Danish law without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction.

JURISDICTION

Each party irrevocably agrees that the Maritime and Commercial Court in Copenhagen, Denmark shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Valid from May 2021.

Terms and Conditions – Supply of IT Services

GENERAL

These terms and conditions shall apply to all proposals, offers, orders, sales and deliveries from ExpandIT International A/S (Danish business registration number 21389781) or a group company (ExpandIT) of ExpandIT Premium products. Any purchase conditions that the customer may have shall not be valid unless otherwise agreed expressly in writing by ExpandIT.

A current version of the terms and conditions is also available on the ExpandIT Extranet.

PROJECT PROPOSAL AND ACCEPTANCE

A project proposal consists of an agreement, a Workshop Report, a list of Hardware and Software Requirements, a number of estimates, prices and an estimated time schedule. Project proposals are valid for thirty (30) days for acceptance by the customer unless otherwise stated. Proposals are not final and are subject to changes.

The customer's acceptance of the project proposal by returning a signed copy of the project proposal or ExpandIT's commencement of work pursuant to the project proposal shall form the contract for the supply of ExpandIT's services (Contract).

ESTIMATES

An estimate covers the development of a described functionality and the testing of this.

ExpandIT shall inform the customer without undue delay if a cost estimate will be exceeded by more than 20%.

It is a condition for all estimates that the customer makes all necessary resources available for the project on time. The time schedule set out in the project proposal may be subject to changes if the provision of any of the customer's resources is delayed.

CUSTOMER'S OBLIGATIONS

The customer shall (a) co-operate with ExpandIT in all matters relating to the Contract and appoint a project manager, who shall have the authority to contractually bind the Customer on matters relating to the Contract; (b) provide in a timely manner such access to the customer's premises and data, as is requested by ExpandIT; and provide in a timely manner such information as ExpandIT may request, and ensure that such information is accurate in all material respects.

CHANGE REQUESTS

If, after the Contract has been made, new tasks or requests emerge, ExpandIT shall provide an estimate to the customer. A change request shall be agreed upon separately by the parties. ExpandIT reserves the right not to start a new task before the change request is accepted in writing by the customer.

TIME SCHEDULE

After the completion of the workshop, the parties shall agree on the final time schedule for the delivery and

implementation of the proposal. If any delivery is delayed at the request of the customer, or because of acts or omissions, the implementation plan shall be amended to take account of such delay. The parties agree to communicate any delays immediately in writing.

PROJECT MANAGEMENT AND MEETINGS

Project management are charged pro rata unless otherwise stated in writing. Project management is budgeted to 15% of the total estimate but may exceed the budget. Participation in various meetings are on request and expenses are charged according to our price list.

DELIVERY

The customer is notified in writing when a delivery of software is made available for testing (typically on a test server) and the customer must test and review the software within fourteen (14) days.

After fourteen (14) days, if no issues have been notified ExpandIT, the delivery will be deemed as being complete and approved by the customer.

Any issue notified by the customer after fourteen (14) days, will be billable at ExpandIT's standard hourly rates. Please refer to our price list.

BROWSER TEST

ExpandIT software is tested to work in the latest version of Chrome at the time of installation. ExpandIT software may function within other browsers but may encounter formatting issues and potentially other unexpected behaviours.

If a particular browser and\or version is required by the customer, ExpandIT may provide you with an estimate of any additional work needed.

CUSTOMER'S ERP-SYSTEM

ExpandIT is not responsible for any missing data and/or licenses in the customer's ERP-system.

The ExpandIT solution includes ERP-objects that can be used as a basis for integration, but the specific integration to the customers' ERP is **not** part of the ExpandIT delivery. The customer should allocate its own technical resources for the integration.

Any work related to the customer's ERP-system is charged separately by ExpandIT.

HARDWARE AND SOFTWARE REQUIREMENTS

It is condition for the use of ExpandIT software that the customer as a minimum complies with the Hardware and Software Requirements provided by ExpandIT. A current version of ExpandIT's Hardware and Software Requirements is available on the ExpandIT Extranet.

The perceived quality of the individual user depends on the user's internet connection and computer power and also the underlying server farm. ExpandIT is not obliged to correct any performance issues unless these are errors in the ExpandIT software. ExpandIT is not responsible for issues relating to the customer's hardware and related systems, to related software, to other IT components or to the IT-staff employed by the customer.

Any work related to hardware and related software issues is charged separately by ExpandIT.

EXPANDIT HOSTING

This clause is only applicable to customers who have opted for ExpandIT Hosting. ExpandIT hosting is sized and priced based on average usage. If the customer's usage materially exceeds the average usage, ExpandIT retains the right to change the terms and conditions for the hosting, including the pricing with 30 days' notice.

If the customer's usage is beyond the scope for which the ExpandIT software was designed, ExpandIT reserves the right to terminate the hosting immediately. Such usage includes but is not limited to uploading large data files or illegal content.

In case the customer is on a Microsoft Azure platform, the customer buys this service directly from Microsoft, and ExpandIT should be noted as Digital Partner of Record, ID 1075850.

SERVERS

ExpandIT Cloud uses commercially available hosting services and proprietary services to enhance security and to ensure the ability to replace hosting providers. ExpandIT expects in average 99% availability but the customer should not make dispositions based on such availability.

SECURITY

It is the responsibility of the customer to ensure that solution data is backed up and can be restored. However, ExpandIT takes weekly backups, the platform provider takes daily backups and the storage consists of redundant arrays of independent disks.

UPGRADING, ESSENTIALS

ExpandIT upgrades the service regularly.

UPGRADING, PREMIUM

ExpandIT upgrades the customers installation several times a year and uses version control tools including GIT to identify if customizations can be replaced partly or completely by the standard software. The customer decides whether to incur the cost associated with this or whether to continue to use the customized components.

SMS SERVICE

A SMS is 160 ASCII (not regional) characters. Using regional characters double the SMS count. The SMS count is also a multiple of 160 characters.
Examples:

- 140 characters ASCII only = 1 SMS
- 180 characters ASCII only = 2 SMS
- 180 characters with non-ASCII characters = 4 SMS

PRICES

All prices are excluding value added taxes, sales tax and all other taxes and are adjusted at year-end or with at least three months' notice. Prices are increased by 2-5% (rounded to the nearest whole multiple of 5)

annually each January.

Travel costs are invoiced weekly in accordance with local rates.

INVOICING AND PAYMENT

Invoicing of work is done weekly, and the customer undertakes to raise any objections immediately in writing. Payment terms are net 30 days. In the event of non-payment, ExpandIT reserves the right to stop work immediately without further notice.

Software licences invoiced per user per month are billed 12 months in advance. If the number of users increases during a 12 months' period, then the additional number of users may be invoiced separately for the remainder of the period or may be including in the following period. The number of users will be adjusted immediately when increasing and at the end of the period when decreasing. Software as a Service may be terminated with three months written notice expiring at the end of a period.

For customized solutions, the licenses and first year's Software Assurance, see below, are invoiced upon the customer's acceptance of the proposal.

SOFTWARE ASSURANCE

Software Assurance (SA) is a subscription for license use, software maintenance and updates for ExpandIT Premium. SA is mandatory and will continue automatically until the customer ceases to use the software.

SA is 16% of the current list price of the total licence sum annually.
SA including hosting and bi-annual updates is 26% of the current list price of the total licence sum annually

OWNERSHIP

Ownership is according to the ExpandIT End-User License Agreement. ExpandIT reserves the right to deliveries until the purchase price has been fully paid. ExpandIT reserves the right to uninstall deliveries if the customer fails to pay.

SUPPORT - ERRORS

Error reporting with proper documentation attached should be emailed to support@expandit.com. Corrective action will commence within normal working hours and according to the ExpandIT End-User License Agreement.

Support is charged at the applicable rates and is invoiced weekly. Please refer to our price list.

SUPPORT - DATA

Issues are, where possible, corrected in the customer's development and test environment. If it is necessary that ExpandIT works on a server installed copy, then this copy will be stored on a secure, central server. If a developer works on a local copy, this copy will be deleted immediately after the issue has been fixed. The copy on the server will be deleted upon request but no later than five years after the latest request from the customer for maintenance of customization of the customer's solution.

PRIVACY POLICY

ExpandIT's Privacy Policy is available on www.expandit.com. For information ExpandIT stores only customer data for licensing and accounting purposes.

CONFIDENTIALITY

Each party shall, during the term of this license and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this license) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this license, or subsequently comes lawfully into the possession of such party from a third party.

Each party shall use its reasonable efforts to prevent the unauthorized disclosure of any such information.

WORKING HOURS

Normal working hours are Monday-Thursday 9am – 4.30pm, Friday. 9am – 2.30pm (except holidays). Work, including telephone support, outside normal working hours is charged at the hourly rate plus 100%. Please refer to our price list.

EXCLUSION AND LIMITATION OF LIABILITY

ExpandIT shall not in any circumstances be liable for indirect loss, including consequential loss, loss of profit, loss of data, corruption of data, incorrect data due to loss, increased internal work and costs or damages.

ExpandIT shall not be liable for any delays unless this is due to gross negligence by ExpandIT.

ExpandIT's total liability shall be limited to the price paid for the particular delivery. ExpandIT's End-User License Agreement may further limit ExpandIT's liability.

FORCE MAJEURE

Neither party shall be liable for any damage which may be suffered by the other party as a direct or indirect consequence of the non-performing party being delayed, prevented or hindered in the performance of its obligations as a result of a force majeure event. A force majeure event may be – but are not limited to - war and mobilization, cyber-attacks, natural, strikes, lock-out, fire, import and export regulations, pandemics, epidemics and other unforeseeable circumstances beyond the control of the party concerned.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Danish law without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction.

JURISDICTION

Each party irrevocably agrees that the Maritime and Commercial Court in Copenhagen, Denmark shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Valid from June 2021.

Security Statement and Backup Policy

This Security Statement and Backup Policy is aimed at being transparent about our security and integrity infrastructure and practices, to help reassure you that your data is appropriately protected.

Data Backup and Retention General

• Daily Backup: A daily backup is taken of the entire system and kept for six (6) days. This means that earlier versions of data are retained for at least six (6) days.

Current data is backed up until 93 days after end of service.

• Independent backup: You should, daily, make/have made backup copies of all data you transfer to the ExpandIT cloud server and that may not actually be stored in the database, to ensure the rapid and cost-effective recovery of the data in the event of a system failure.

• Your Data: For an active account that is within its limits of Named Users, instruments and data-storage, your data will continue to be made available to you without archiving or removal.

• Retention: Transactional data is backed up until its five (5) years old. However, some data, such as log files may at ExpandIT's discretion be deleted to reduce the size of the database.

File Restoration Methods and Timeframe

• System Backup: If you need to recover data you will need to contact ExpandIT to request your data to be restored. You can contact us at support@expandit.com and we will make reasonable efforts to have your data restored within 2 working days.

Backup Technologies

• Full system backups are created on the ExpandIT cloud server using a server-based database backup system.

Application and User Security

• SSL Encryption: All user interactions with ExpandIT are done over a Secure Socket Layer (SSL) connection which protects communications by using both server authentication and data encryption. This ensures that user data in transit is safe, secure, and available only to intended recipients.

• User Authentication: Names Users have unique usernames and passwords that must be entered each time a user logs on.

• User Passwords: User application passwords have minimum complexity requirements.

• Credit card information: Credit card information is held independently by payment providers

• Privacy: We have a comprehensive privacy policy – see Schedule 1, ExpandIT Subscription Agreement

• Data Centres: Our primary server is located at Host Europe GmbH in Germany and is designed using the latest technology to specifically guarantee powerful performance, reliability and security.

• Redundancy: Multiple levels of redundancy have been built in to ensure consistent high performance, including multiple paths for cooling and power distribution with emergency backup generators ready to start in the event of power loss.

Network Security

• Security Policies: The server is also fully compliant with the latest security policies and audit guidelines, with a meticulous approach to ensuring private data stays private and protected at all times.

• Security Monitoring: All files stored on the server are continuously monitored for potential security breaches with immediate warning to us in the event of a breach.

Handling of Security Breaches

Despite best efforts, no method of transmission over the Internet and no methods of electronic storage are perfectly secure. We cannot guarantee absolute security. However, if ExpandIT learns of a security breach, we will notify affected users so that they can take appropriate protective steps. Our breach notification procedures are consistent with our obligations under European law, as well as any industry rules or standards that we adhere to. Notification procedures include providing email notices or posting a notice on our website if a breach occurs.

Your Responsibilities

Keeping your data secure also depends on you ensuring that you maintain the security of your account by using sufficiently complicated passwords and storing them safely. You should also ensure that you have sufficient security on your own systems, to keep any data you download to your own computer away from prying eyes. We use SSL encryption to secure the transmission of data, but it is your responsibility to ensure that your systems are configured to use that feature where appropriate.

Know your data	Protect your data	Prevent data loss	Govern your data
Data in ExpandIT	Default Access Class	Backup Policy	Compliance Policy
Customer information	Administrator Admin user Field user Customer	Daily backups by ExpandIT	Earlier versions of data are retained for six (6) days. Current data is backed up until 93 days after end of service. Transactional data is retained for 5 years.
Product base information (number, description, unit of measure, ..)	Administrator Admin user Field user Customer	Daily backups by ExpandIT	Earlier versions of data are retained for six (6) days. Current data is backed up until 93 days after end of service. Transactional data is retained for 5 years.
Product extended information (product images, manuals, files, ...)	Administrator Admin user Field user Customer	**Not** part of ExpandIT Backup Policy.	**Not** part of ExpandIT Compliance Policy
Service Item information	Administrator Admin user Field user Customer	Daily backups by ExpandIT	Earlier versions of data are retained for six (6) days. Current data is backed up until 93 days after end of service. Transactional data is retained for 5 years.
Project/Jobs information	Administrator Admin user Field user Customer	Daily backups by ExpandIT	Earlier versions of data are retained for six (6) days. Current data is backed up until 93 days after end of service. Transactional data is retained for 5 years.

Work Order information	Administrator Admin user Field user Customer	Daily backups by ExpandIT	Earlier versions of data are retained for six (6) days. Current data is backed up until 93 days after end of service. Transactional data is retained for 5 years.
Geo location and time stamps	Administrator Admin user	Daily backups by ExpandIT	Earlier versions of data are retained for six (6) days. Current data is backed up until 93 days after end of service. Transactional data is retained for 5 years.
Forms	Administrator Admin user Field user Customer	Daily backups by ExpandIT	Earlier versions of data are retained for six (6) days. Current data is backed up until 93 days after end of service. Transactional data is retained for 5 years.
Completed forms	Administrator Admin user Customer	Daily backups by ExpandIT	Earlier versions of data are retained for six (6) days. Current data is backed up until 93 days after end of service. Transactional data is retained for 5 years.
Time (payroll) registrations	Administrator Admin user Field user	Daily backups by ExpandIT	Earlier versions of data are retained for six (6) days. Current data is backed up until 93 days after end of service. Transactional data is retained for 5 years.

Revisions

- Published by Otto Strandvig on 2021-02-19