

Plecto Master Subscription Agreement

1. Plectos MSA

1.1 Plectos latest and most current MSA can always be found on www.plecto.com/legal/. The online MSA takes precedence over any previous MSA, a customer may have received. Unless otherwise expressly set out in this MSA, in the event of conflict between the documents making up the Contract the order of precedence shall be: (1) Latest MSA, (2) Amendments, (3) Order Confirmation

1.2 Plecto will provide prior notice of any amendments to its Master Service Agreement (MSA) and Data Processing Agreement (DPA). The customer is responsible for keeping itself up to date with, and reviewing, any changes made thereto

1.3 Oral agreements or amendments are invalid unless confirmed in writing.

1.4 By accepting this Master Services Agreement ("MSA"), the Customer acknowledges and agrees to be bound by Plecto's separate Data Processing Agreement. The Data Processing Agreement is a standalone document and is not part of this MSA.

2. Definitions

2.1 **"Master Subscription Agreement"** shall mean these present terms and conditions.

2.2 **"Plecto"** shall mean Plecto ApS, Hermodsvvej 22, 2., 8230 Åbyhøj, Denmark. CVR (VAT) no. 34737460.

2.3 **"Subscriber"** shall mean a customer who has ordered the Service from Plecto or who has been provided with the Service by Plecto free of charge or as a trial version.

2.4 **"Service"** shall mean the services and/or products ordered by the Subscriber from Plecto, as well as services and/or products provided to the Subscriber free of charge.

2.5 **"License"** shall mean the persons whose data is transmitted and/or received to/from Plecto in connection with the Service provided to the Subscriber.

2.6 **"Order Confirmation"** shall mean an Order Confirmation sent by Plecto to Subscriber detailing and confirming the individual terms agreed to between Plecto and Subscriber regarding the use of the Service.

2.7 **"Agreement"** shall mean the agreement entered into between Plecto and Subscriber regarding Plecto providing the Service to Subscriber including Order Confirmation and this Master Subscription Agreement.

2.8 **"Free Trial"** shall mean a period of maximum 14 days or an otherwise agreed period of time where the Subscriber can evaluate the Service free of charge and without any commitment.

2.9 **"Beta Version"** and **"Beta Features"** shall mean new Services and features that may be provided to the Subscriber free of charge in addition to the Services stated in the Agreement pursuant to section 3.11.

2.10 **"Initial Subscription Term"** shall mean the period from the commencement of the Agreement and until it can be terminated by Subscriber or Plecto according to the Order Confirmation.

2.11 **"Renewal Term"** shall mean the subsequent period after the Initial Subscription Term.

2.12 **"Subscription Period"** shall mean the full period where the Agreement is in place including the Initial Subscription Term and following Renewal Terms.

2.13 **"Confidential Information"** means any and all information disclosed by either party that is deemed or by nature is considered to be confidential due to the nature of the information and the circumstances of the disclosure.

3. General Provisions

3.1 The terms set forth in the Master Subscription Agreement shall apply to Plecto's delivery of the Service.

3.2 By ordering the Service, the Subscriber accepts the Master Subscription Agreement which will apply to any use of the Service. The Master Subscription Agreement applies in full, unless

otherwise stated in a specific written agreement with the Subscriber which should be duly signed by the legal representative of Plecto.

3.3 The Service shall be delivered to business Subscribers only.

3.4 No competitor of Plecto may use the Service in any way, shape or form. Plecto is entitled to terminate any subscription, paid or free of charge, ordered by, or entered into with, a competitor as the Subscriber without warning, responsibility or refund.

4. Plecto's Service

4.1 Plecto's Service enables the Subscriber to measure and optimize their organization's performance compared to the Subscriber's defined goals. The Service is delivered as a subscription in accordance with the Agreement.

4.2 Plecto's Service is in constant development and the Service is provided "as is" at any given time.

4.3 Subject to the remainder of this section 4, Plecto warrants that it will use its reasonable effort to deliver the Service: (i) materially in accordance with its description and continuously without significant interruptions or delays; and (ii) with reasonable care and skill. Plecto's warranty under this section 4.3 is subject to the Subscriber using the Services in accordance with this Agreement under normal use and normal circumstances during the Subscription Period.

4.4 The Service may be subject to error, failure or interruption or other problems resulting from use of the internet or public electronic communications networks used by the Parties or third parties. The Subscriber acknowledges that such risks are inherent in cloud services and that Plecto shall have no liability for any such error, failure or interruption or other problems and Plecto does not warrant a specific uptime for the Service. In case of error, failure or interruption of the Service, Plecto shall initiate remedy within commercially reasonable time. The Subscriber shall assist Plecto's efforts to a reasonable extent. To the maximum extent permitted by law, this section 4.4 sets out the Subscriber's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in this section 3.

4.5 The Subscriber acknowledges that the warranties in this section 4 are subject to the limitations set out in section 9 and do not apply: (i) to the extent that any error in the Service arises as a result of (a) incorrect operation or use of the Service by the Subscriber or any License, (b) use of any of the Service other than for the purposes for which it is intended, (c) use of any of the Service with other software or services or on equipment with which it is incompatible, (d) any act by any third party), (e) any modification of the Service or (e) any breach of the Agreement by the Subscriber or User; and (ii) to any Free Trial, Beta Versions or Beta Features and other Services provided free of charge by Plecto to the Subscriber.

4.6 The Subscriber acknowledges that Plecto accepts no liability (howsoever arising whether under contract, tort, in negligence or otherwise) for and provides no warranty that:

- a) the Service shall meet the Subscriber's individual needs, whether or not such needs have been communicated to Plecto;
- b) the operation of the Service shall not be subject to minor errors or defects; or
- c) the Service shall be compatible with any other software or service or with any hardware or equipment.

4.7 Other than as set out in sections 4.3 to 4.6 (inclusive) and subject to section 9, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness or any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

4.8 Any personal data on License are provided by Subscriber as the data controller according to the GDPR-regulation. Plecto processes personal data on behalf of Subscriber in accordance with the provisions set forth in the data protection agreement

4.9 Free Trial and other Services provided free of charge, are covered by the same terms as paid Services with the following modifications:

- a) At the end of the trial/free period, all data collected during said period may be deleted by Plecto with no warning and with no responsibility for Plecto.

Plecto Master Subscription Agreement

Regarding Personal Data. At the end of the trial/free period, all personal data collected during said period will be deleted in accordance with the Data processing agreement between Plecto and the customer.

- b) It is the Subscriber's sole responsibility to export and safeguard any data Subscriber wishes to save from the systems provided by Plecto before the end of a Free Trial.
- c) Plecto provides the Free Trial and any other free of charge Services on an "as is" basis and without warranty to the maximum extent permitted by law.
- d) It is the sole responsibility of Subscriber to purchase access to at least the same amount of Service used by the Subscriber before the end of the Free Trial, should Subscriber wish to retain its access to the Service and any data collected during Free Trial.
- e) Plecto may at any time and without any notice to the Subscriber cancel a Free Trial with immediate effect.

4.10 Beta Versions or Beta Features are covered by the same terms as paid Services with the following modifications:

- a) Subscriber understands and agrees that Beta Versions and Beta Features are implemented and used for experimentation and testing only.
- b) Plecto provides Beta Versions, Beta Features and other free of charge Services on an "as is" basis and without warranty to the maximum extent permitted by law.
- c) Plecto may at any time and without any notice cancel a Beta Version or Beta Feature with immediate effect.
- d) It is the sole responsibility of Subscriber to purchase access to an updated Service if and when Plecto implements the Beta Versions and Beta Features into Plecto's paid Service.

4.11 This section 4 shall survive the termination or expiry of the Agreement

5. Pricing and Payment

5.1 The Subscriber is charged the at any given time current price for Plecto's Service as listed on Plecto's website, unless otherwise stated in the Order Confirmation.

5.2 All prices are exclusive of any applicable VAT unless otherwise specified, and any applicable VAT will be added to the price charged to the Subscriber. Any additional taxes or fees charged by any government or administrative body must be paid for by Subscriber, and Plecto assumes no responsibility for handling this. Any such taxes or fees may be added to the price if applicable.

5.3 Plecto shall be entitled to invoice the Subscriber for any transaction fee that Plecto incurs in relation to payments made to Plecto under this Agreement, not including standard credit card transaction fees.

5.4 The subscription along with any applicable fees, taxes or VAT is invoiced and must be paid in advance in accordance with the terms set forth in the Order Confirmation.

5.5 Payment can be made by debit card, direct debit or electronic invoicing in accordance with the Order Confirmation. The Subscriber can not change its payments methods unless otherwise agreed in advance with Plecto in writing.

5.6 If payment is made by credit or debit card, the Subscriber must at all times ensure that Plecto has the updated and valid credit card information, and agrees that Plecto may charge any amounts associated with the subscription to Subscriber. In the event of breach of contract by the Subscriber, the Subscriber explicitly agrees that Plecto may charge Subscribers credit card or direct debit card with any outstanding amounts owed by Subscriber.

5.7 The applicable price depends on the number of Licenses associated with the Service provided to Subscriber. The Subscriber warrants that it shall provide Plecto with an accurate and up-to-date number of License and the price shall be based on that number. No discount or refund to the price will be provided, if the number of License is lower than that stated by Subscriber. Subscriber must inform Plecto if the stated number of License is exceeded or expected to be in the near future.

5.8 If the number of License exceeds the amount stated by Subscriber, the price shall be increased accordingly. Plecto reserves the right to charge the Subscriber for any additional License detected with effect from the month they first appeared as License.

5.9 The number of License is determined by the maximum number of License Plecto has received data points for on any given day during the course of a month.

5.10 In determining the number of License, it is of no importance whether a User has been logged in to the Service or whether the User has any login access to the Service. Furthermore, it is irrelevant whether the User is presented on any of the dashboards provided by the Service.

5.11 Delay in payment shall be charged interest with 1.5 % per month or the maximum rate permitted by the applicable statutory law, whichever is lower, from the due date up to and including the date of actual payment.

5.12 In case of late payment of more than 10 calendar days from the due date, or from the date of an unsuccessful charge to a debit/credit card, Plecto, without limiting its other rights to legal remedies, reserves the right to disconnect the Service without any notice until payment has been made. Furthermore, Plecto is entitled to demand a security deposit be paid, change the future payment terms or terminate the contract with immediate effect, cf. section 5.7. The Subscriber is under no circumstances entitled to any compensation or remedies due to the potential disconnection of the Services.

5.13 Plecto shall increase the price of the Service with effect from 1 January each year by the greater of (i) 4%; or (ii) the percentage increase in the Danish net price index during the previous year. Plecto may also adjust the price of the Service at any time on three calendar months' notice to the Subscriber.

6. Subscriber's Obligations

6.1 The Subscriber warrants that it shall inform Plecto about the expected and actual number of Licensed using the Service, as well as any changes to such number.

6.2 It is the sole responsibility of the Subscriber to ensure that Plecto only has limited access to the Subscriber's passwords, data and/or other information and only what is necessary to deliver the Service. It is the sole responsibility of the Subscriber to ensure that the Subscriber's use of the Service and the Subscriber's own systems are in compliance with (i) the Subscriber's internal guidelines (ii) local legislation including but not limited to local privacy laws and (iii) customary and reasonable security procedures for the protection of systems and data.

6.3 The Subscriber undertakes to use the Service only as intended, and will not let any unauthorized parties use or have access to the Service provided to Subscriber. The Subscriber must ensure that any 3rd parties given access to The Subscribers account follows the terms and conditions set forth in this Agreement.

6.4 The Subscriber acknowledges that the Subscriber is prohibited from reselling the Service or any data produced or obtained by the Service unless the Subscriber has a separate Partner Agreement with Reseller privileges.

6.5 Subscriber shall not, directly or indirectly, use, download, or otherwise access the Service in violation of any applicable export control laws or regulations, or in a country subject to a comprehensive trade embargo or sanctions by the United Nations, the European Union, or Denmark. Subscriber represents and warrants that it is not located in, under the control of, or a national of any such sanctioned or embargoed country.

7. Confidentiality

6.1. Each Party retains all ownership to its Confidential Information.

6.2. Each Party undertakes and warrants that they will handle all confidential information with the same degree of care that the Party uses to protect its own confidential information.

6.3. All Confidential information provided by a party hereto may solely be used by the other party for the purpose of providing the Service under this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party.

6.4. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is

Plecto Master Subscription Agreement

required to be disclosed by or to any bank examiner of the any regulatory authority, any auditor of the parties hereto, or by judicial or administrative process or otherwise by applicable law.

6.5 Legally Required Disclosure of Confidential Information. The Receiving Party and/or the Receiving Party's Affiliates may disclose Confidential Information to the extent required by law or regulation or by legal, judicial, regulatory or administrative process or pursuant to an audit or examination by a regulator or selfregulatory organization subject to compliance with this Section. If the Receiving Party is so compelled to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy.

8. Fair Use

8.1 The Service generally does not enforce any restrictions on the amount of data or created objects within the Service but is subject to a Fair Use principle. Should the Subscriber significantly over-use compared to other customers of similar size, Plecto reserves the right to either a) Increase the price as long as the over-use is active or b) require the Subscriber to reduce their usage within a 14 day notice. In the case the Subscriber over-uses in a way that impacts other customers, Plecto may partially temporarily disable the Subscribers Service until the issue is resolved.

8.2 There are specific usage limits for certain features. They can be found at plecto.com/fair-use and may be updated from time to time.

9. Limitation of Liability

9.1 Plecto shall under no circumstances be liable for any consequential, indirect or special losses, including but not limited to operating losses, loss of profits, loss of goodwill, loss of turnover or similar suffered by the Subscriber.

9.2 Plecto shall not be held responsible for loss or alteration of the data received or transmitted to/from the Subscriber by use of the Service, nor shall Plecto be held responsible for loss due to unauthorized access to the Subscriber's data and/or systems.

9.3 Plecto shall not be held responsible for termination or cease of delivery from any third party which services may be designed to interoperate with Plecto's Services, i.e. if one of Plecto's cooperation partners ceases to deliver the necessary data used or implemented in Plecto's Services.

9.4 Subject to the remainder of this section 9, Plecto's total aggregate liability (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall, in all circumstances, be limited to the amounts paid by Subscriber during the last 12 months of the Subscription Period.

9.5 Notwithstanding any other provision of the Agreement, Plecto's liability shall not be limited in any way in respect of the following:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any other losses which cannot be excluded or limited by applicable law.

9.6 This clause shall survive the termination or expiry of the Agreement.

10. Indemnity

10.1 Indemnification by Subscriber

Subscriber shall indemnify, defend, and hold harmless Plecto, its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Subscriber's misuse of the Service; (ii) any breach of this Agreement by Subscriber; (iii) any claim that Subscriber's content or data infringes the rights of any third party; or (iv) violation of applicable law by Subscriber in connection with its use of the Service.

11. Duration, downgrade and termination of the Agreement and subscriptions

11.1 The Agreement commences on the date agreed to by the parties as stated in the Order Confirmation, or from when the Initial Subscription Term begins, whichever is first, and continues until all subscriptions governed by the Agreement have expired or have been terminated. If the Agreement expires or otherwise terminates, all subscriptions still in effect under that Agreement shall terminate at the same time the Agreement does.

11.2 The Initial Subscription Term of the Service under the Agreement is specified in the Order Confirmation.

11.3 Each Initial Subscription Term will automatically be renewed for the same period as the Initial Subscription Term, or for 12 months, whichever is shorter, ("Renewal Term") unless Subscriber in writing has given notice in due time to Plecto before the end of any such Initial Subscription Term, that Subscriber does not wish to renew the subscription. If written termination is not received within the said notice, a new Renewal Term will automatically take place.

11.4 Subject to section 11.3, the Agreement may be terminated or downgraded by the Subscriber with one calendar month's notice

11.5 Termination or downgrade must be made by written notice to Plecto, in due time before the end of any subscription term. If for example the Initial Subscription Term of the Service is 12 months from 1st January to 31st December, and the termination/downgrade notice is received by Plecto on September 30th, the Agreement will be terminated/downgraded when the subscription ends on December 31st. If in the same example the termination/downgrade notice is received by Plecto on November 15th, the Agreement will be terminated/downgraded on December 15th in the year following the termination notice.

11.6 Plecto may terminate the Agreement at any time, with effect from 90 days from the notice of termination.

11.7 Plecto or Subscriber may terminate the Agreement with immediate effect if the other party is in material breach of the Agreement, i.e. the Subscribers lack of payment, reselling, etc., and has failed to remedy the breach one calendar months after being given notice of the breach and the intention to terminate, if the breach is not remedied. If the breach cannot be remedied, or if a party becomes the subject of a petition in bankruptcy or any other insolvency procedures, the party not in breach may terminate the Agreement with immediate effect.

11.8 Plecto reserves the right to demand payment of the entire Subscription Period in advance, if the Agreement is terminated by the Subscriber or terminated by Plecto due to the Subscriber's breach of the Agreement.

12. Intellectual Property Rights

12.1 Plecto explicitly reserves all rights to its intellectual property rights associated with Plecto and with the Service, and no rights are granted to the Subscriber and its License unless expressly stated in these Master Subscription Agreement.

12.2 Plecto retains all rights to the Service and to any modifications or adaptations made to the Services, even if made specifically for Subscriber. Plecto owns and may freely use, modify, License or sell such modifications and adaptations, to and with other customers and third parties before, during and after the Agreement.

12.3 The Subscriber agrees to grant Plecto a royalty-free, nonexclusive License to use and share the Subscriber's name, logo and public contact information for marketing and networking purposes including but not limited to use on Plecto's website and third-party business networking and/or social media accounts and in doing so informing the public that Subscriber is a customer at Plecto

12.4 This section 11 shall survive the termination or expiry of the Agreement.

13. Notices

13.1 All notices, invoices or other messages from Plecto to the Subscriber are sent to the email-address provided by the Subscriber. Subscriber is responsible for always having a functional

Plecto Master Subscription Agreement

email-address and it is the sole responsibility of the Subscriber to inform Plecto about their, at any time valid email address. Any message, invoice, notice, or similar sent from Plecto to the email-address provided by Subscriber shall be regarded as received by the Subscriber with at least the same legal as if it was received by regular mail.

between them until the force majeure situation has ceased. In case the force majeure situation is not expected to be brought to an end within twenty (20) days, the other Party is entitled to terminate the Contract.

13.2 Any notices from Subscriber to Plecto related to breach of contract, privacy and data protection must be sent to Plecto's official email-address, legal@plecto.com.

14. Changes to Master Subscription Agreement

14.1 If Subscriber cannot accept changes made to Master Subscription Agreement, Subscriber must provide notice hereof to Plecto before the end of the one calendar months' notice -period. If no notice is provided by Subscriber within the one calendar months' notice -period, the new Master Subscription Agreement will be in effect from the end of the notice-period.

14.2 If notice is received by Plecto within the notice period, that the changes cannot be accepted, Plecto has the right to choose freely between continuing to provide the Service on the original Master Subscription Agreement or to terminate the Agreement with Subscriber.

15. Other General Provisions

15.1 The Subscriber and the signatory of the Subscriber represents that it has legally entered into the Agreement and has the legal power to do so, and that any signatories have the legal capacity to bind the relevant party.

15.2 No delay or failure in exercising a right under the Agreement will constitute a waiver of said right.

15.3 If any provision of the Agreement is found to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the Agreement will remain in effect.

16. Assignment

16.1 Subscriber parties may not assign any of their rights and obligations under the agreement without Plecto's prior written consent, which Plecto may not unreasonably withhold.

16.2 Plecto may assign their rights and obligations according to the Agreement and/or individual subscriptions under the Agreement without the Subscriber's consent to an affiliated company or in connection with a merger, acquisition, corporate reorganization, or sale of all or some all of its assets.

16.3 Subject to the foregoing, the Agreement will bind and inure to the benefit of Plecto and Subscriber, their permitted assigns and their respective successors.

17. Governing Law and Jurisdiction

17.1 This Agreement shall be governed by and construed in accordance with the laws of Denmark, excluding its rules on choice of law.

17.2 For customers established within the European Union, any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Danish courts, with the City Court of Aarhus as the court of first instance.

17.3 For customers established outside the European Union, any dispute arising out of or in connection with this Agreement shall be finally settled by arbitration administered by the Danish Institute of Arbitration (Voldgiftsinstituttet) in accordance with its Rules. The seat of arbitration shall be Copenhagen, Denmark, and the language of the arbitration shall be English. The arbitral award shall be final and binding upon the parties.

18 Force Majeure

In case of force majeure defined as an event (i) beyond the control of and (ii) which could not reasonably have been foreseen, avoided, limited or overcome by the Party claiming force majeure, the Parties shall be entitled to postpone their obligations under the Contract