Subscription License Agreement for SaaS solutions

This SOFTWARE AS A SERVICE AGREEMENT (this "Agreement") is entered into on the ___ day of _____ (the "Effective Date") by and between Add-On Products, a Limited Company whose registered address is located at Roms Hule 8, 7100 Vejle, Denmark ("Vendor") and the entity _____ executing this Agreement ("Customer "). Customer 's use of and Vendor's provision of Vendor's System (as defined below in Section 1.6) are governed by this Agreement.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON CUSTOMER 'S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT.

1. DEFINITIONS

The following capitalized terms will have the following meanings whenever used in this Agreement.

1.1. "AUP" means Vendor's acceptable use policy currently posted at as set forth in Article 5.

1.2. "Customer Data" means data in electronic form input or collected through the System by or from Customer, including without limitation by Customer 's Users.

1.3. "Documentation" means any operating manuals, user instructions, online help material, technical literature and other related materials of Vendor as may be supplied to the Customer (from time to time) to assist the Client in its use of the System.

1.4. "Order" means an order for access to the System.

1.5. "Privacy Policy" means Vendor's privacy policy, currently posted at www.add-on.com.

1.6. "System" means any systems used by Vendor in the provision of services under this Agreement, including those systems used to store, process or transmit any data or information whether held electronically on paper or in any other form.

1.7. "SLA" means Vendor's Service-level agreement (SLA) & Response Times - Add-On Products.

1.8. "Term" is defined in Section 11.1 below.

1.9. "User" means any individual who uses the System on Customer 's behalf or through Customer 's account or passwords, whether authorized or not.

2. THE SYSTEM

2.1. **Use of the System.** During the Term, Customer may access and use the System pursuant to the terms of any effective Order, including such features and functions as the Order requires.

2.2. **Service Levels.** Vendor shall provide the remedies listed in the SLA for any failure of the System listed in the SLA. Such remedies are Customer's sole remedy for any failure of the System, and Customer recognizes and agrees that if the SLA does not list a remedy for a given failure, it has no remedy. Credits issued pursuant to the SLA apply to outstanding or future invoices only and are forfeit upon termination of this Agreement. Vendor is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of this Agreement.

2.3. Documentation: Customer may reproduce and use the Documentation solely as necessary to support Users' use of the System.

2.4. System Revisions. Vendor may revise System features and functions or the SLA at any time, including without limitation by removing such features and functions or reducing service levels. Features and functions that are removed may not be of a significant nature. If it is significant changes Vendor shall notify Customer with a 45 day written notice. If any such revision to the System materially reduces features or functionality provided pursuant to an Order, Customer may terminate this Agreement in accordance with Section 11.1.

3. SYSTEM FEES

Customer shall pay Vendor the fee set forth in each Order (the "Subscription Fee") for each Term. Vendor will not be required to refund the Subscription Fee under any circumstances.

4. CUSTOMER DATA & PRIVACY

4.1. Use of Customer Data. Unless it receives Customer 's prior written consent, Vendor:

4.1.1. shall not access, process, or otherwise use Customer Data other than as necessary to facilitate the System;

4.1.2. shall not intentionally grant any third-party access to Customer Data, including without limitation Vendor's other Customer s, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Vendor may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Vendor shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer 's expense.

4.2. Privacy Policy. The Privacy Policy applies only to the System and does not apply to any third-party website or service linked to the System or recommended or referred to through the System or by Vendor's staff.

4.3. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the System, Customer assumes such risks. Vendor offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

4.4. Data Accuracy. Vendor will have no responsibility or liability for the accuracy of data uploaded to the System by Customer, including without limitation Customer Data and any other data uploaded by Users.

4.5 Data History Storage and Availability. The Processor ensures a 24-month period of data history storage and access starting from the Subscription Start Date as listed in the End User License Agreement issued by the Processor. If the Company requires data storage and access extending further than 24 months, this can be provided for an additional ongoing cost depending on the requirements of the Company. The Company must notify such a need to the Processor directly before the initial period of 24 months expires.

4.6. Data Deletion. Vendor may, without any responsibility or liability to the Customer, permanently erase Customer Data if Customer 's account is delinquent, suspended, or terminated for 30 days or more.

4.6.1 Excluded Data. Customer represents and warrants that Customer Data does not and will not include, and Customer has not and shall not upload or transmit to Vendor's computers or other media, any data ("Excluded Data") violative of Danish law concerning the use of information, data, privacy, and personally identifiable information (the "Excluded Data Laws").

4.7. CUSTOMER RECOGNIZES AND AGREES THAT:

>   4.7.1. VENDOR HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND

>   4.7.2. VENDOR'S SYSTEMS ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.

5. CUSTOMER 'S RESPONSIBILITIES & RESTRICTIONS

5.1   Acceptable Use. Customer shall comply with the AUP as set forth in this Article 5.
   Customer shall not:
   5.1.1.   allow third parties to exploit the System;
   5.1.2.   provide System passwords or other log-in information to any third party;
   5.1.3.   share non-public System features or content with any third party;
   5.1.4.   access the System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System.

If Vendor suspects any breach of the requirements of this Section 5.1, including without limitation by Users, Vendor may suspend or permanently terminate Customer 's access to the System with an advanced notice of 14 days, in addition to such other remedies as Vendor may have including, but not limited to, termination of this Agreement.

> **5.2.   Unauthorized Access**. Customer shall take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information. Customer shall notify Vendor immediately of any known or suspected unauthorized use of the System or breach of its security and Customer shall use best efforts to stop said breach.

> **5.3.   Compliance with Laws.** In its use of the System, Customer shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.

> **5.4.   Users & System Access**. Customer is responsible and liable for:
>   5.4.1.   Users' use of the System, including without limitation unauthorized User conduct and any User conduct that would violate the AUP or the requirements of this Agreement applicable to Customer; and
>   5.4.2.   any use of the System through Customer 's account, whether authorized or unauthorized.

6. INTELLECTUAL PROPERTY & FEEDBACK

> **6.1**. **Intellectual Property Rights to the System.** Vendor retains all right, title, and interest in and to the System, including without limitation all software used to provide the System and all graphics, user interfaces, logos, and trademarks reproduced through the System. This Agreement does not grant Customer any intellectual property license or rights in or to the System or any of its components.

> **6.2**. The Vendor warrants to Customer that the right of use granted under clause 5 above does not infringe any third party intellectual property rights.

> **6.3.** Any claim from a third party concerning infringement of its intellectual property rights must be notified immediately to the Vendor. The Vendor must defend the claim and at its own cost conduct settlement

negotiations or defend the claim in proceedings against the third party. The Vendor must also indemnify Customer for any costs incurred in connection with such third party claims, including, but not limited to, legal fees or any damages awarded in legal proceedings or agreed during settlement negotiations.

6.4. If the Vendor is responsible for the infringement of a third party intellectual property right, the Vendor must also procure at its own cost either (i) that Customer will be entitled to continue its use of the Services provided, or (ii) to remedy the infringement by changing or replacing the Services provided, always provided, however, that the Services must continue to comply with all requirements agreed between the Parties. The Vendor must indemnify Customer for any costs, including internal costs and claims from third parties, incurred by Customer as a result of changes to or substitution of the agreed Services.

6.5. Customer recognizes that the System and its components are protected by copyright.

6.6. **Feedback.** Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) Customer or Users provide to Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or the User in question. Notwithstanding the provisions of Article 7 below, Feedback will not be considered Confidential Information. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.

7. CONFIDENTIAL INFORMATION

7.1. **"Confidential Information"** refers to the following items disclosed by the Parties:

7.1.1. any document marked "Confidential";

7.1.2. any information a party orally designates as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within 7 business days;

7.1.3. the Documentation, whether or not marked or designated confidential;

7.1.4. any other nonpublic, sensitive information a party should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that:

7.1.4.1. is in a party's possession at the time of disclosure;

7.1.4.2. is independently developed by a party without use of or reference to Confidential Information;

7.1.4.3. becomes known publicly, before or after disclosure, other than as a result of a party's improper action or inaction; or

7.1.4.4. is approved for release in writing by a Party. The parties are aware the Confidential Information may include a party's valuable trade secrets.

7.2. **Nondisclosure.** A party shall not use Confidential Information for any purpose other than for use of the System in accordance with this Agreement (the "Purpose"). A party:

7.2.1. shall not disclose Confidential Information to any employee or contractor of a party unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with a party with terms no less restrictive than those of this Article 7; and

7.2.2. shall not disclose Confidential Information to any other third party without the other party's prior written consent. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A party shall

promptly notify the other part of any misuse or misappropriation of Confidential Information that comes to ones attention.

Notwithstanding the foregoing, a party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The party shall give the other party prompt notice of any such legal or governmental demand and reasonably cooperate with the other party in any effort to seek a protective order or otherwise to contest such required disclosure.

7.3. **Injunction.** Customer agrees that breach of this Article 7 would cause Vendor irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Vendor will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage.

7.4. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 7.2 above (Nondisclosure) will terminate 5 years after the date of termination of this Agreement or Customer 's use of the System; provided that such obligations related to Confidential. Upon termination of this Agreement, Customer shall to Vendor or certify, in writing, the destruction thereof.

7.5. **Retention of Rights**. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Vendor will retain all right, title, and interest in and to all Confidential Information.

8. REPRESENTATIONS & WARRANTIES

8.1. **From Vendor.** Vendor represents and warrants that it is the owner of the System and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party; provided, however, Vendor's representations and warranties do not apply to use of the System in combination with hardware or software not provided by Vendor. In the event of a breach of the warranty in this Section 8.1, Vendor, at its own expense, shall promptly take the following actions:

8.1.1. secure for Customer the right to continue using the System;
8.1.2. replace or modify the System to make it non-infringing; or
8.1.3. terminate the infringing features of the Service and refund to Customer any prepaid fees for such features, in proportion to the portion of the Term left after such termination. In conjunction with Customer 's right to terminate for breach where applicable, the preceding sentence states Vendor's sole obligation and liability, and Customer 's sole remedy, for breach of the warranty in this Section 8.1 and for potential or actual intellectual property infringement by the System.

8.2. The Vendor warrants that for the duration of this Agreement, the Services (i) conform to the agreed requirements, (ii) will be provided in accordance with good IT practice and (iii) comply with relevant applicable legislation and official regulations.

8.3. The Vendor declares that the Vendor holds the skills, qualifications, capacity and statutory permits required to undertake and perform the Services in the agreed and in an effective, satisfactory, reliable and professional manner. The Vendor must immediately inform Customer about all matters which may have a significant influence on the Vendors existing or future ability to undertake and perform the Services in accordance with the Agreement.

8.4. If the Services provided do not fulfil the above, the Supplier must free of charge take any such measures as are required for the performance of the Agreement.

8.5. From Customer. Customer represents and warrants that:

    8.5.1. it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement;

    8.5.2. it has accurately identified itself and it has not provided any inaccurate information about itself to or through the System; and (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law.

8.6. Warranty Disclaimers. Except to the extent set forth in the SLA and in Section 8.1 above,

    CUSTOMER ACCEPTS THE SYSTEM "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING

    8.6.1. VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND

    8.6.2. VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

9. INDEMNIFICATION.

9.1. Customer shall defend, indemnify, and hold harmless Vendor and the Vendor Parties (as defined below) against any "Indemnified Claim," meaning any third-party claim, suit, or proceeding arising out of or related to Customer 's alleged or actual use of, misuse of, or failure to use the System, including without limitation:

    9.1.1. claims by Users or by Customer 's employees, as well as by Customer 's own Customer s;
    9.1.2. claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including Customer Data;
    9.1.3. claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the System through Customer 's account, including without limitation by Customer Data; and
    9.1.4. claims that use of the System through Customer 's account harasses, defames, or defrauds a third party or violates any law or restriction on electronic advertising. Indemnified Claims include, without limitation, claims arising out of or related to Vendor's negligence. Customer 's obligations set forth in this Article 9 include retention and payment of attorneys and payment of court costs, as well as settlement at Customer 's expense and payment of judgments. Vendor will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (The "Vendor Parties" are Vendor's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

10. LIMITATION OF LIABILITY

10.1. The Parties are liable under the general rules of Danish law, subject to the amendments and modifications set out in the Agreement.

10.2. Neither Party is liable for any indirect or consequential loss, including, but not limited to, business interruption, loss of profit, loss of sales and interest loss. Loss of or damage to data and costs of re-establishment or recovery of data are considered direct losses.

10.3. With the exception of claims concerning (i) infringement of third-party rights, (ii) breach of confidentiality, (iii) processing of personal data, (iv) product liability, and/or (v) repayment of fees, a Party's total liability pursuant to the Agreement is limited to the total fee paid by CUSTOMER to the Supplier under the Agreement within the twelve (12) months preceding the act giving rise to li-ability, subject to a minimum of DKK [**] (exclusive of VAT).

10.4. The Supplier is liable for defective products under the general rules of Danish law.

10.5. The above limitations of liability do not include gross negligence and deliberate acts.
.

10.6 For the avoidance of doubt Vendor's liability limits and other rights set forth in this Article 10 apply likewise to Vendor's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives

11. Term & Termination

11.1. Term. The term of this Agreement (the "Term") will commence on the Effective Date and continue for the period set forth in the Order or, if none, indefinitely until either party terminates upon thirty (30) days' advance written notice (unless otherwise terminated earlier in accordance with Section

11.2. **Termination for Cause**. Vendor may terminate this Agreement, effective immediately, upon:

11.2.1. Customer 's material breach of this Agreement;
11.2.2. the institution of any insolvency, bankruptcy or similar proceeding by or against the Customer;
11.2.3. an assignment for the benefit of creditors by Customer;

11.3. Effects of Termination. Upon termination of this Agreement, Customer shall cease all use of the System and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement:

11.3.1. any obligation of Customer to pay Subscription Fees, or other fees, incurred before termination;
11.3.2. Articles and Sections 6 (IP & Feedback), 7 (Confidential Information), 8.3 (Warranty Disclaimers), 9 (Indemnification), and 10 (Limitation of Liability); and
11.3.3. any other provision of this Agreement that must survive to fulfill its essential purpose.

12. Assignment of the agreement and use of sub-supplier

12.1. The Vendor may not assign or otherwise transfer any of its rights and obligations under the Agreement to a third party without Customer 's prior written consent, excluding, however, where such transfer or assignment is to a consolidated company within the meaning of the Danish Financial Statements Act (Årsregnskabsloven), always provided, however, that in case of such transfer or assignment the Vendor will continue to be liable as a guarantor assuming primary liability for the performance of the Agreement.

12.2. Customer is entitled to transfer or otherwise assign its rights and obligations under the Agreement to a third party, always provided that the transfer or assignment forms part of a transfer of a substantial or significant part of Customer 's activities or forms part of a reorganization of Customer 's business, including by transfer or assignment to a company in which the majority of the owners are members of Customer .

12.3. The Vendor is entitled to transfer or otherwise assign its rights and obligations under the Agreement to a sub-supplier subject to Customer 's prior written consent and in compliance with the provisions of the Data Transfer Agreement for Processors - Add-On Products. The Vendor is in all respects liable for the services provided by its sub-suppliers in the exact same way as for its own services. Sub-suppliers must comply with all requirements to security, audits, documentation, confidentiality, access to information, etc. in the same way as if the Party had itself provided the Services in question to Customer .

12.4. Conversion, merger or demerger pursuant to the relevant provisions of the Danish Companies Act (selskabsloven) is considered a transfer within the meaning of this clause 12.

13. MISCELLANEOUS

13.1. **Independent Contractors**. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

13.2. Security Requirements and Contingency. The Vendor warrants that for the duration of the Agreement Vendor will maintain technical and organisational measures to protect Customer's and Customer s' data, including personal information - such measures to be no less restrictive than the requirements outlined in Data Transfer Agreement for Processors - Add-On Products and GDPR - Add-On Products handling of personal confidential data - Add-On Products which have been verified by Customer to be in compliance with Customer's security policies at the time of completion of the Agreement. Vendor acknowledges that Customer may change its security policies and that Customer may be entitled to require further security measures implemented by Vendor, in which case the Vendor is obliged to accommodate this request to support that Customer is able to comply with Customer's security policy at any time. In such case Customer shall indemnify the Vendor for costs which the Vendor may incur due to such changed security requirements from Customer.

13.3. Customer is entitled for Customer's own account to perform penetration tests on the Services to verify that in terms of security the Services are in accordance with good IT practice. Such tests may be per-formed by Customer or a recognized external consultant. The Vendor must remedy free of charge and as soon as possible and in any case without undue delay any security flaws and vulnerabilities found to exist.

13.4. Vendor shall undertake to maintain appropriate contingency plans, which as a minimum complies with the level of contingency plans which was in place at the time of completion of the Agreement, and according to Add-On Products Business Continuity Plan (Business Continuity Plan - Add-On Products) and Add-On Products Disaster recovery Plan (Add-On Products Disaster Recovery Plan - Add-On Products). Vendor undertakes regularly to test their contingency plans and to assist Customer as appropriate in connection with Customer's testing of contingency plans. Vendor's assistance in connection with Customer's testing of their contingency setup may, if reasonably and commercially founded, be subject to separate charging.

Notices. Vendor may send notices pursuant to this Agreement to Customer 's email contact provided by Customer, and such notices will be deemed received upon sending. Customer may send notices pursuant to this Agreement to (which such notices deemed received 72 hours after they are sent):

Add-On Products Roms Hule 8 7100 Vejle Denmark
Email: info@add-on.com

13.5. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of god or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

13.6. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

13.7. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

13.8. Choice of Law & Jurisdiction: This Agreement is governed by and interpreted in accordance with Danish law. Any disputes or claims relating to this Agreement shall be subject to the exclusive jurisdiction of the Danish Courts.

13.9. Conflicts. In the event of any conflict between this Agreement and any Vendor policy posted online, including without limitation the AUP or Privacy Policy, the terms of this Agreement will govern.

13.10. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

13.11. Amendment. Any amendments to this Agreement shall be agreed upon the Parties in writing from time to time by posting an amended version at its Website and sending Customer written notice thereof. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party.

Licensee:	*Vendor:*

	Add-On Products, Roms Hule 8, 7100 Vejle, Denmark
Name in Print:	Name in Print:
Date and Signature:	Title in Print:
Name in Print:	
Date and Signature:	