



Software as a Service Agreement - 3rd edition

Concerning; Subscription and implementation agreement for delivery of CostBits SAAS solution.

This Software as a Services Agreement (the "Agreement") is entered into by and between

Company name

CostBits ApS

Company address

Applebys Plads 7, 1411 København K, Denmark

Company ID no.

40694773

Hereinafter referred to as

Supplier

Hereinafter referred to as

Customer

(each a "Party" and collectively the "Parties")

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CHAPTER I – INTRODUCTION



1. Introduction

- 1.1. **Background and purpose.** This Agreement sets out the terms and conditions for the delivery of the Services by the Supplier to the Customer Group Entities.
- 1.2. **Definitions.** Definitions used in this Agreement shall have the meaning ascribed to them in Schedule 1 (Definitions).

CHAPTER II – FINANCIAL MANAGEMENT

2. Term and termination for convenience

- 2.1. **Term.** This Agreement will commence on the Signature Date and will unless terminated in accordance with the Agreement, remain in force for months 36 (“Initial Term”). The Agreement cannot be terminated within the initial signed period.
- 2.2. **Renewal Term.** Unless renewal is terminated for convenience by the Customer in accordance with clause 2.3, the Agreement shall automatically renew months before expiry for an additional 24 months (“Renewal Term”) on the terms and conditions, including pricing and discounts, in effect as of the otherwise applicable expiry date. The Agreement cannot be terminated within the renewed signed period.
- 2.3. **Customer’s right to terminate renewal of the agreement for convenience.** The Customer shall have the right to terminate the renewal of the Agreement wholly or partly with no less than 12 months’ written notice before the expiry of the Initial Term set out in clause 2.1 or any Renewal Term as set out in clause 2.2.
 - 2.3.1. **Supplier’s right to termination for convenience.** The Supplier shall have the right to terminate the Agreement for convenience with no less than one months’ notice before the expiry of any Term.
- 2.4. **Minimum amount of users.** The minimum amount of users at any point in time is 5 users. It is agreed that the Customer start the engagement with 5 users which will be initiated and charged together with the maintenance fee upon implementation completion.

3. Usage rights and restrictions

- 3.1. **The Customer’s usage rights.** The Supplier hereby grants to the Customer Group Entities a non-exclusive, irrevocable, worldwide right during the Term to access and use the Services.
- 3.2. **Restrictions.** The Customer Group Entities shall not and shall not permit any Authorised Users to:
 - 3.2.1. modify the software or Documentation comprised in the Services; and
 - 3.2.2. use the Services for purposes of reselling the Services outside the scope of the Customer Group Entities’ ordinary course of business.

4. Charges

- 4.1. **Charges for implementation and consultancy services.** The Charges for the delivery of the implementation of the Services or any consultancy services will accrue and be payable in accordance with the mutually agreed payment schedule. The total time for implementation of the Services is estimated in the table in section 5 is payable by the client at the agreed rate. Any increase in the estimated total cost for implementation of the services must be notified to the Customer without undue delay.
- 4.2. **Charges for use of the Services.** The Charges for the delivery of the Services will accrue and be payable in accordance with the applicable fee models set out in Schedule 5 (Charges excl. of VAT, paid monthly in advance). The Supplier is not entitled to charge the Customer for use of the Services until the Supplier has successfully delivered the implementation of the Services.
- 4.3. **No adjustment of Charges in the Initial Term.** The Charges will be subject to the yearly price adjustment indicated in Schedule 5 during the Initial Term.
- 4.4. **Payment Terms.** Invoicing for the Service will take place monthly in arrears and are due 15 days following the Customer’s receipt of a valid and correct invoice. The Customer is entitled to reasonably withhold payment of an invoice under the Agreement if the invoice is being disputed in good faith or the Customer deems that the Supplier is or has otherwise been in breach of any contractual obligation under the Agreement (including

mistakes in prior invoices). The amount withheld may only concern the disputed part of the invoice. In case of such withholding, the Supplier cannot claim that the Customer is in default with its payment, but the Customer shall at the same time, in good faith, enter into discussion to find a solution to the disagreement.

- 4.5. **Currency and tax.** All fees are in DKK and are exclusive of any sales taxes and value-added taxes (VAT), but inclusive of all other government levies, duties, surcharges, and taxes.

CHAPTER III – SERVICE DELIVERY

5. Initial and ongoing Services

- 5.1. **SAAS Services.** The Supplier shall deliver the software Services described in Schedule 2 (Service descriptions) in accordance with the Agreement.
- 5.2. **Support Services.** The Supplier shall provide the Support Services set out in Schedule 4 (Support Services) in accordance with the Agreement.
- 5.3. **Service Levels.** The Supplier shall provide the Services in accordance with the Service Levels set out in Schedule 3 (Service Levels). If the Supplier does not provide the Services in accordance with the Service Levels, the Customer is entitled to a reduction in the Charges, and in case of a material breach of the Service Levels, the Customer is entitled to terminate the Agreement with immediate effect.
- 5.4. **SAAS solution development.** Within viable financial means, the customer and supplier aim to continuously refine and improve the SAAS solution. Where development on the platform is agreed to be commenced an agreement is to be reached for any development cost sharing if relevant. Note that co-development does not obligate a transfer of IP rights. However, as an integrated part of the Services, the Supplier shall keep the SAAS solution updated and upgraded so that the SAAS solution is free from defects and bugs. Furthermore, the Customer will get access to all new versions, updates, service packs, releases, or hot-fix to the SAAS Solution as part of the Services. This however does not include if new modules are being developed which cannot reasonably be considered part of the current Procurement focused SAAS product under this contract.

6. Termination Services

- 6.1. **Termination Services until transfer to a replacement provider.** In the event of termination or expiry of the Agreement, howsoever occurring, the Supplier shall upon the Customer's request provide relevant termination Services. Any such termination Services shall be chargeable by the Supplier on a time and material basis at the rates set out in [Schedule 5 (Charges)].

CHAPTER IV – GENERAL TERMS AND CONDITIONS

7. Intellectual Property Rights

- 7.1. **Supplier to retain ownership of all Intellectual Property Right to the Services.** The Supplier retains all Intellectual Property Rights in the Services.
- 7.2. **Each Party retains all rights to its trade names and trademarks.** The Supplier acknowledges and agrees that the Customer's company name, trade names, and trademarks (together the "Customer Trademarks") are the exclusive property of the Customer. Likewise, the Customer acknowledges and agrees that the Supplier's company name, trade names, and trademarks are the exclusive property of the Supplier.

8. Customer data and processing of personal data

- 8.1. **Data ownership.** The Supplier acknowledges and agrees that Customer Data is the sole and exclusive property of the Customer Group Entities, and the Supplier shall assign (or procure the assignment hereof) of all rights, titles, and interest in the Customer Data. The Customer Group Entities grants the Supplier a right of use to the Customer Data for the purpose of the Supplier's execution of the solution. The supplier may use data of a general nature generated through the performance of services, including price information, contract and supplier information in a fully anonymous manner towards all customers, for purposes of improving the performance of its services and its service offerings. Such use must never include any personal data.
- 8.2. **Legal basis for processing personal data.** The Parties acknowledge and agree that they are each responsible

for ensuring a legal basis for processing personal data, which complies with applicable data protection legislation for the processing of personal data performed by each Party as a data controller in relation to the Agreement. The Parties acknowledge and agree that they are each responsible for being able to document compliance with the data protection legislation towards relevant data protection authorities.

8.3. **Processing as a data controller.** When processing personal data as a data controller each Party is responsible for ensuring the rights of the data subjects as set out in the data protection legislation, including providing data subjects with necessary and relevant information to the data subjects when the personal data are collected from them. The Parties have an obligation to assist each other with ensuring that information is provided with the required information.

8.4. **Processing as a data processor.** To the extent the Supplier will process personal data on behalf of the Customer in relation to the provision of the Services, the Parties shall enter into a Data Processing Agreement governing the Supplier's processing of such personal data.

8.5. **Security in respect of Customer Data.** The Supplier shall implement all necessary physical and digital security to safeguard Customer Data from unauthorized access and preserve the confidentiality of such Customer Data in accordance with the Agreement. The Supplier shall grant the Customer Group Entities access to all Customer Data within its possession or control without undue delay upon request by the Customer Group Entities.

9. Compliance with laws

9.1. Each Party shall remain responsible for its compliance with applicable law and Regulatory Requirements relevant to the performance of this Agreement, including any requirements to hold regulatory approvals.

9.2. The Supplier shall ensure that the SAAS Solution and the Services always comply with applicable laws and Regulatory Requirements to enable the Customer to meet such applicable laws and Regulatory Requirements.

10. Mutual Confidentiality

10.1. **Receiving and Disclosing Party.** For this Clause, the "Disclosing Party" shall mean the Supplier or the Customer Group Entities, as applicable, disclosing Confidential Information, and the "Receiving Party" means the Supplier or the Customer Group Entities, as applicable, receiving Confidential Information.

10.2. The Recipient:

10.2.1. may use the Confidential Information only for and in accordance with the Agreement;

10.2.2. shall at all times hold the Confidential Information in safe custody and keep the Confidential Information strictly confidential and secure and shall not disclose any Confidential Information to any natural or legal person other than to its employees, directors, Group Entities, the Supplier's Sub-Contractors, and professional advisers and any other party to whom the Agreement expressly permits disclosure ("**Permitted Users**");

10.2.3. shall only disclose Confidential Information to its Permitted Users to the extent they strictly need to know such information for the purposes of the Agreement and shall ensure that its Permitted Users use Confidential Information only for, and in accordance with, the Agreement;

10.3. Exceptions

10.3.1. **Permitted use and disclosure of Confidential Information.** The restrictions on the use and disclosure of Confidential Information shall not apply to any part of the Confidential Information which:

10.3.1.1. was generally available to the public at the time of its use or disclosure;

10.3.1.2. subsequently becomes generally available to the public other than as a result of any non-compliance with the terms of this Agreement by the Recipient or any of its Permitted Users;

10.3.1.3. is disclosed to the Recipient or any of its Permitted Users by a third party who is in lawful possession thereof and has a lawful right to disclose to the general public;

10.3.1.4. was already in the possession of the Recipient or any of its Permitted Users, or has been derived from other sources (other than as a result of any non-compliance with the terms of this Agreement) by the Recipient or any of its Permitted Users before its disclosure in connection with the Proposed Transaction;

10.3.1.5. has been independently developed without access to Confidential Information;



- 10.3.1.6. is disclosed by the Recipient or any of its Permitted Users after having obtained prior written permission from the Disclosing Party;
- 10.3.1.7. is disclosed to the court or arbitration tribunal in connection with court or arbitration proceedings taking place to resolve a conflict between the Parties.

10.3.2. **Legally Legal compelled disclosure.** If the Recipient or any of its Permitted Users become legally compelled to disclose any part of the Confidential Information, the Recipient will promptly and before any such disclosure is made notify the Disclosing Party thereof, thus permitting the Disclosing Party to seek a protective order or take appropriate legal action. Any disclosure to be made shall be limited to the extent directly required by law, applicable regulation, and/or court order.

11. Warranties

11.1. During the Initial Term and any Renewal Term, the Supplier warrants that:

- 11.1.1. the Supplier will perform its obligations under the Agreement in a timely and highly professional manner, with all reasonable skill, care, and diligence in accordance with best industry practice;
- 11.1.2. the SAAS Solution and the Services will be delivered and performed in accordance with the description of the Services in Schedule 2 and in accordance with best industry practice;
- 11.1.3. the SAAS Solution and the Services do not infringe the intellectual property rights of any third party.

11.2. The Supplier shall at its expense remedy any breach of the warranties in Clause 11.1.

12. Liability and limitation of liability

12.1. Liability

12.1.1. **Liability for direct damages.** Except as deviated from under the Agreement, the Parties will be liable for any direct damages arising out of or relating to the acts or omissions of their respective obligations under the Agreement in accordance with the general principles of Danish law.

12.2. Limitation of liability

12.2.1. **Aggregated financial limitation.** The Supplier's aggregate liability in respect of loss arising in any Contract Year is limited to one hundred percent (100 %) of the Charges for the use of the Services paid by the Customer for the SAAS Services in the Contract Year.

12.2.2. **No liability for indirect losses.** In no event will the Supplier be liable for:

- 12.2.2.1. loss of profits, business, revenue, and goodwill;
- 12.2.2.2. the third party claims unless otherwise provided in the Agreement;
- 12.2.2.3. punitive or exemplary damages; or
- 12.2.2.4. any indirect loss

however, this shall not apply to the failure of (i) the Supplier to pay service credits or penalties; or (ii) the Customer's payment of the Charges.

13. Indemnification

13.1. A Party shall indemnify the other Party and its Group Entities in respect of fines, penalties, damages awarded or any settlement amount agreed and reasonable legal and other professional fees and any other documented costs incurred by or awarded against the relevant Party in connection with a third party claim relating to (i) infringement of third party intellectual property rights, including patents and copyrights concerning hardware, software and other material provided by or through the other Party under this Agreement, (ii) breach of personal data protection requirements for the which the other Party is liable, or (iii) breach of Regulatory Requirements for which the other Party is liable.

13.2. The obligations under this Clause 13 are conditional upon (a) the Party against whom a third party claim is brought timely notifying the other Party in writing of any such claim, provided however that a Party's failure to provide or delay in providing such notice shall not relieve a Party of its obligations under this Clause 13 except to the extent such failure or delay prejudices the defense; (b) the Party who is obligated hereunder to defend a claim having the right to fully control the defense of such claim; and (c) the Party against whom a third party

claim is brought reasonably cooperating in the defense of the such claim. Neither Party shall undertake any action in response to any infringement or alleged infringement that is prejudicial to the other Party's rights.

14. Force majeure

14.1. **No liability in the event of force majeure.** Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under the Agreement when such delay or failure is directly due to any unforeseeable cause arising from acts, events, omissions, happenings, or non-happenings beyond its reasonable control, including regulations by any government authority, embargoes, war, war-like actions, civil commotions, riots, uprising, revolutions, epidemics, pandemics and fires ("Force Majeure Event"). Such temporary exemption from default and liability shall solely apply for the duration of the force majeure events and only until such time when the event is no longer considered force majeure, or the affected Party could reasonably be expected to have overcome the event.

15. Governing law, venue and dispute resolution



15.1. **Danish law applies.** Without regard to international private law regulations or principles of Danish law leading to the application of laws other than substantive Danish law, this Agreement and any non-contractual obligations, arising out of or in connection herewith, is governed by and construed in accordance with the laws of Denmark.

15.2. **Jurisdiction.** Each Party irrevocably submits to the exclusive jurisdiction of the courts of Denmark over any claim or matter arising under or in connection with this Agreement.

15.3. **Venue.** If the Parties do not succeed in solving a dispute amicably, the dispute shall be settled by a Danish court of law. The City Court of Copenhagen shall be the court of the first instance.

16. Counterparts and signatures

16.1. **Two counterparts.** The Agreement will be executed and delivered in two (2) counterparts, all of which taken together will constitute one single agreement between the Parties hereto.

<p>On behalf of CostBits ApS</p> <p>Representative title Founder</p> <p>Company representative Thomas S. Heller-Njor</p> <p>Email tn@costbits.com</p> <p>IP Address -</p>	<p>On behalf of</p> <p>IP Address -</p>
 <p>Signature will appear here</p>	 <p>Signature will appear here</p>

Schedule 1 (Definitions)

"Authorised Users"	mean any employee of the Customer Group Entities, the Customer Group Entities' auditors, and other advisors, consultants, and contractors.
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"Agreement"	means this Software as a Service Agreement including Schedules and Attachments entered into under Schedule 9 (Terms for implementation and consultancy Services).
"Charges"	means the charges paid by the Customer Group Entities under the Agreement.
"Contract Year"	means any period of twelve (12) months commencing on the Signature Date or any anniversary thereof of the Agreement.
"Customer Data"	means any data or information stored, processed, obtained, generated, acquired, or derived in relation to the Agreement or the Customer Group Entities all data or generated or obtained by the Supplier or any sub-contractor on behalf of the Customer, as applicable, as part of delivering the Services under the Agreement.
"Confidential Information"	<p>means the following information and Documentation of the Customer Group Entities and the Supplier, respectively, whether disclosed to or accessed by the Customer Group Entities or the Supplier in connection with the Agreement: (i) all information or Documentation concerning the Customer Group Entities and the Supplier, including their employees, products, services, customers, suppliers, contractors and other third parties conducting business with the Customer Group Entities or Supplier; (ii) the terms of the Agreement; (iv) any information or Documentation developed by reference to or use of the Customer Group Entities' or the Supplier's information or Documentation referenced above; and (v) any information or Documentation which according to applicable law is confidential including personal data under the Act on Processing of Personal Data.</p> <p>Information or Documentation will not be deemed Confidential Information merely due to such information or Documentation being identified or marked as confidential unless said information or Documentation qualifies as Confidential Information in accordance with the above.</p>
"Control"	means any of the following: (i) direct or indirect ownership of more than fifty percent (50%) of the share capital or other ownership interest in any other Person; (ii) the right to exercise more than fifty percent (50%) of the votes in any other Person; or (iii) the contractual right to designate more than half of the members of such Person's board of directors or similar executive body.
"Deliverables"	means each item contracted to be delivered to the Customer and/or Customer Group Entities by or on behalf of the Supplier pursuant to this Agreement entered into under the Agreement.

"Documentation"	means all documents, records, written material, and other copies whether in physical or electronic form, specifications, and technical manuals documenting the Services or any Deliverables prepared or delivered in the course of or related to the Services.
"Group Entities"	means the Customer or Supplier as applicable and (i) entities directly or indirectly majority owned (or minority-owned by the Customer or Supplier where there is a legal prerequisite under local law for local majority ownership), or (ii) any other entity over which the Customer or Supplier has an identical or corresponding influence as that over a subsidiary or (iii) any entity under common Control by the Customer or Supplier or under common Control by a person or entity under the direct or indirect Control of the Customer or Supplier, or (iv) any entity under the direct or indirect Control of a person or entity that has the direct or indirect control of the Customer or Supplier.
"Intellectual Property Rights"	means copyrights and related rights, patents, utility models, trademarks, service marks, trade names, topography rights, design rights and rights in databases, domain names, rights in know-how, trade secrets, and all applications or pending applications in each case whether or not registerable in any country and all rights and forms of protection of a similar nature or having equivalent or similar effect anywhere in the world.
"Regulatory Authority"	means any government authority, organization, or regulatory authority having jurisdiction over a Party.
"Regulatory Requirements"	means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding requirement of or by any Regulatory Authority applicable to the Customer Group Entities and/or the Supplier respectively.
"Services"	means all services, including implementation services, consultancy services, support services, and Deliverables and access rights to be provided by the Supplier to the Customer pursuant to the Agreement.
"Service Levels"	means the service levels set out in Schedule 3 (Service Levels).
"Signature Date"	means the date of the latest signature of the Agreement
"Term"	means the Initial Term and any Renewal Terms collectively.

"Work Day"	means weekdays excluding weekends and official public holidays in Denmark, 24 December, and 31 December.
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Schedule 2 (Service Description)

The supplier grants limited access to the CostBits platform with the existing processes and visuals relevant to the platform including:

- Data capture: Data will be captured from [xxx] as a single data source presented and owned by the Customer. The data capture [does/does not] include categorization done by
- Data cleaning: The specific Customer data cleaning mechanisms will be co-developed together with the customer during the implementation phase. The cleaning process will likely include, data exemption handling, mechanical and repetitive data removal, and customer-specific taxonomy application. Should the data cleaning mechanism need changing post-implementation this is to be handled as a new separate project on T&M with the customer.
- Data stitching: Data files from the customer is to be stitched together before the in-tool visualization. The data stitching process includes but is not limited to; file stitching and completeness check.
- Data enrichment: As per customer specifications, the data enrichment is limited to [the contract data overlay]. It is noted that the customer retains full responsibility for updating the data enrichment sources and providing them to CostBits in a timely manner. Should other enrichment types be requested, then this is to be handled as a separate project with the customer
- Data hosting: The data submitted by the customer is fully hosted by CostBits post-capture, cleaning, enrichment and stitching. All data is hosted within the EU in order to with current GDPR rules.
- User profile management is currently done as part of the implementation setup.

Schedule 3 (Service Levels)

The supplier and customer agree to the following service levels for the CostBits SAAS platform. The platform is to be accessed via Google Chrome:

- Best efforts to ensure continuous uptime of 99% outside of maintenance, developments requested by the Customer, or agreed off-line periods
- Response time to incidents within 24 hours for workdays
- Resolution time for the incident to be estimated within 48 hours of the incident

Schedule 4 (Support Services)

The supplier has an established support setup with the approved sub-suppliers of the CostBits platform. The support setup is as follows:

- Incident ticket creation is done by the customer via email or in-app to the supplier
- The ticket is validated by the supplier and sub-suppliers as per issue hypothesis and criticality.
- The incident resolution estimate is provided back to the customer for information.
- Upon incident completion incl. testing the resolution state is communicated to the customer.
- For incidents that upon investigation are shown to be either no-incident or a change request this is communicated back to the customer for further discussion.

Schedule 5 (Charges excl. of VAT, paid monthly in advance)

Schedule 6 (Data Processing Agreement)

Handled as a separate document with Customer

Schedule 7 (Approved sub-contractors and locations)

Approved sub-contractors	The sub-contractor location



[WeCode A/S]	[Denmark]
[Inviso by Devoteam]	[Denmark]
[Microsoft]	[Ireland]
[Amazon Web Services]	[Ireland]

Schedule 8 (Implementation support)

The resource allocation from customer and supplier is critical to the success of the implementation phase and will need to be continuously monitored for issues and rectification if needed.

The governance model is based on fixed meetings with a pre-set progress reporting format.

The action ownership and deadlines are stipulated within the progress report if such is found applicable.

The Implementation plan timeline is continuously discussed with the customer and changes to the plan are to be mutually agreed upon between all parties.

If the Supplier uses subcontractors in connection with the implementation, the Supplier will be responsible for the services performed by the subcontractor as if they were performed by the Supplier itself.

Schedule 9 (billing information)

The supplier will issue the invoice to the customers invoice entry point at siting the customer purchase number or text of on the invoice.