

Sign In Workspace

SCHEDULE 1: TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ARE A LEGAL AGREEMENT (THE “**AGREEMENT**”) ENTERED INTO BETWEEN THE INDIVIDUAL OR ENTITY IDENTIFIED ON ANY ORDER FORM (“**YOU**” or “**CUSTOMER**”) AND SIGN IN WORKSPACE ApS, A DANISH CORPORATION WITH OFFICES AT NOERGAARDSVEJ 7, 2800 KGS. LYNGBY, DENMARK (“**SIS**”) RELATING TO PURCHASE OF ANY PRODUCTS. BY (I) YOU CLICKING THROUGH THIS AGREEMENT ELECTRONICALLY, OR (II) EXECUTION OF AN ORDER FORM, OR (III) USING THE PRODUCTS, YOU AND SIS MUTUALLY AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU PURCHASE THE PRODUCTS THROUGH A SIS AUTHORISED PARTNER (THE “**RESELLER**”), THE ORDER FORM MAY BE ENTERED INTO BETWEEN YOU AND THE RESELLER FOR THE PURCHASE OF THE PRODUCTS, AND YOUR USE OF THE PRODUCTS WILL BE SUBJECT TO SIS’S END USER LICENSE AGREEMENT AND ANY OTHER TERMS AGREED TO BETWEEN YOU AND RESELLER. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE PRODUCTS. IF YOU ARE ENTERING INTO THIS AGREEMENT AS AN AGENT, EMPLOYEE OR REPRESENTATIVE OF THE CUSTOMER, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ACT ON SUCH PARTY’S BEHALF.

In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SIS and You agree as follows:

1. PRODUCTS AND SERVICES

- 1.1. **Products.** SIS offers a range of digital products including the **Sign In Enterprise** visitor management solution, **Sign In Workspace** workplace management solution, **Sign In Compliance** security compliance solution, and **Companion App** mobile sign-in solution, each of which are offered as a subscription service (each a “**Product**” and, collectively, the “**Products**”). Additional terms may apply to your use of the Products and those additional terms are incorporated into this Agreement by reference.
- 1.2. **Professional Services, Equipment Rental or Third Party Hardware.** You may opt to purchase additional services or hardware from SIS, including Professional Services, Equipment Rental, or Third Party Hardware, all of which may be subject to additional terms and conditions.
- 1.3. **Performance by Affiliates.** SIS may perform some or all of its obligations under this Agreement through an Affiliate(s) or may exercise some or all of its rights under this Agreement through an Affiliate(s), provided that SIS shall remain responsible for the performance of such obligations by its Affiliates and shall cause its Affiliates to comply with the provisions of this Agreement.

2. PURCHASE AND USE OF THE PRODUCTS

- 2.1. **Subscription.** In order to access and use the Products, You shall be required to purchase a Subscription through an Order Form. The Order Form will specify, among other things, (i) the number of users or licenses (as applicable to the Product), (ii) duration of Subscription Term, or (iii) any other entitlements or restrictions.
- 2.2. **License.** Subject to Your and Your Authorized Users compliance with all the terms and conditions of this Agreement, SIS hereby grants You a revocable, non-exclusive, non-transferable license to access and use the Products during the Subscription Term, solely for Your own internal use and business operations.
- 2.3. **Open Source.** The Products may include code and libraries licensed to SIS by third parties, including open-source software. Open-source software may be used according to the terms and

conditions of the specific licence under which the relevant open-source software is distributed, but is provided "as is" and expressly subject to the disclaimer under Section 12.1.

- 2.4. **Restrictions.** You shall not use the Products for any purposes beyond the scope of the access granted in this Agreement. You and your Authorized Users shall not: (a) copy, modify, or create derivative works of the Products in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Products; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Products, in whole or in part; (d) remove any proprietary notices from the Products; or (e) use the Products in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, data privacy right, or any other right of any person, or that violates any Applicable Law.
- 2.5. **Use Policy.** You shall at all times:
- 2.5.1. be responsible for the accuracy, quality and legality of Customer Data and Personal Data, the means by which You acquired it, and Your use of Customer Data and Personal Data with the Products;
 - 2.5.2. use commercially reasonable efforts to prevent unauthorized access to or use of the Products, and notify SIS promptly of any such unauthorized access or use;
 - 2.5.3. use the Products only in accordance with Documentation and Applicable Laws;
 - 2.5.4. comply with terms of service of any Customer Integrations with which You use the Products; and
 - 2.5.5. be responsible for (i) all hardware devices needed to access or use the Products, such as display devices, iPads, and the like; and (ii) internet access to such devices.
- 2.6. **Access to Products.** You are solely responsible and liable for all uses of the Products resulting from access provided by You. You shall ensure that only appropriate Authorized Users have access to the Products, and, without limiting the generality of the foregoing, You are responsible for all acts and omissions of such Authorized Users. You acknowledge and agree that SIS shall not be liable for any loss or damage arising from unauthorized access to, or use of, the Products from Your account due to your failure to comply with this provision.
- 2.7. **Prohibited Acts.** You shall not (a) use the Products to engage in any deceptive, misleading, illegal or unethical marketing activities or activities that otherwise may be in breach of Applicable Law; (b) upload to, or store within, the Products any infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (c) use the Products to store or transmit any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines or code that may damage or detrimentally interfere with the Products; (d) send or (cause to send) Sensitive Data through the mail or text message relay functionalities available through the Products; or (e) conduct any scans or other intrusion testing on or to the Products, or publish any document in this regard without obtaining the prior written consent of SIS.

3. SUSPENSION OF PRODUCTS

- 3.1. Notwithstanding anything to the contrary in this Agreement, SIS may directly or indirectly by any lawful means suspend, either temporarily or permanently, Your access to or use of all or any part of the Products, without incurring any resulting obligation or liability if:
- 3.1.1. SIS receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires SIS to do so;
 - 3.1.2. Subject to Applicable Law, You cease to continue Your business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or
 - 3.1.3. Your use of the Products places SIS at risk of non-compliance with Applicable Law;
 - 3.1.4. SIS believes in its good faith and reasonable discretion:

- 3.1.4.1. You or any Authorized User has failed to comply with any material term of this Agreement, or has accessed or used the Products beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirements;
 - 3.1.4.2. You or any Authorized User is, has been or is likely to be involved in any fraudulent, misleading, or unlawful activities; or
 - 3.1.4.3. Your use of the Products disrupts or poses a security risk to Products or to any other customer or vendor of SIS.
- 3.2. Any such suspension described in Section 3.1 is a “**Service Suspension**”. This Section 3 does not limit any of SIS’s rights or remedies whether at law, in equity, or under this Agreement.
- 3.3. SIS shall use commercially reasonable efforts to provide written notice of any Service Suspension to You and to provide updates regarding resumption of access to the Products following any Service Suspension. SIS shall use commercially reasonable efforts to resume providing access to the Products as soon as reasonably possible after the event giving rise to the Service Suspension is cured. SIS will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that You may incur as a result of a legitimate Service Suspension.

4. FEES AND PAYMENT

- 4.1. **Fees.** All Products are provided on a subscription basis (a “**Subscription**”) for the duration of the Subscription Term. All Fees are payable in advance and are non-refundable, save as expressly stated in this Agreement or Order Form. You shall pay SIS the Fees as set forth in the applicable Order Form and in accordance with this Section 4 without off-set or deduction.
- 4.2. **Payment:** You shall pay all Fees in accordance with the payment terms noted on the Order Form. The Fees will be invoiced in advance on an annual subscription model basis, unless otherwise expressly agreed by the parties.
- 4.3. **Taxes.** All Fees and other amounts payable by You under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local government, financial institution or regulatory authority on any amounts payable by You hereunder, other than any taxes imposed on SIS’s income. If at any time any Applicable Law requires You to make any deduction or withholding from payment of the Fees, the sum due from You with respect to such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, SIS receives a net sum equal to the sum which SIS would have received had no deduction or withholding been required.
- 4.4. **No Deductions or Setoffs.** All amounts payable to SIS under this Agreement shall be paid by You to SIS in full without any setoff, recoupment, counterclaim, deduction, debit, or withhold for any reason.
- 4.5. **Bank Charges.** You are responsible for Your own electronic funds transfers, transfer or other related service fees or charges related to payment to SIS.
- 4.6. **Expenses:** You will reimburse expenses related to SIS’s performance of on-site services as requested under an applicable Order Form and in accordance with Your travel policies (where agreed to apply). SIS will provide such reasonable receipts or other documentation of expenses as You may reasonably request.
- 4.7. **Late or Non-Payment.** Failure to make any undisputed payment when due shall constitute a material breach of this Agreement. In addition to all other remedies available to SIS under this Agreement or under Applicable Law:
 - 4.7.1. You shall reimburse SIS for all reasonable costs incurred by SIS in collecting any late payments or interest, including attorney’s fees, court costs, and collection agency fees;
 - 4.7.2. If such failure continues for five (5) days following written notice thereof, SIS may (i) suspend Your Subscription to the Products until all past due amounts have been paid, or

- (ii) terminate Your Subscription to the Products immediately on notice (which may be sent by electronic means to the account administrator), without incurring any obligation or liability to You by reason of such suspension or termination.
- 4.8. **Fee Increases.** SIS reserves the right to increase the Fees on each renewal of the Subscription Term. Fees for all Products will increase by the percentage noted on the Order Form.
- 4.9. **Subscription Upgrades.** During a Subscription Term, You may upgrade your existing Subscription by either: (i) adding additional licenses, sites, or users (as applicable); (ii) upgrading to a different Subscription tier; (iii) adding additional features and functionalities to an existing Products; (iv) adding one or more additional Products; or (v) upgrading to a longer Subscription Term (collectively, "**Subscription Upgrades**"). Upon a Subscription Upgrade, You will be billed for the applicable increased amount of Fees at the then-current rates (unless indicated otherwise in the new Order Form), which shall be pro-rated for the remainder of the then-current Subscription Term.
- 4.10. **Currency.** All monetary amounts in this Agreement are stated and shall be paid in the currency noted on the Order Form.

5. CONFIDENTIALITY

- 5.1. **Confidential Information.** In connection with this Agreement each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). Subject to Section 5.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, Intellectual Property, Customer Data, Personal Data, pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated, or otherwise identified as "confidential".
- 5.2. **Exclusions.** Confidential Information does not include any information that (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; (d) was or is independently developed by the Receiving Party or its Representatives without reference to or use of any Confidential Information; (e) was at the time of disclosure in the possession of the Receiving Party or any of its Representatives and was obtained without an obligation of confidence; or (f) is intentionally released for disclosure by the Disclosing Party or with the Disclosing Party's prior written consent.
- 5.3. **Protection of Confidential Information.** As a condition to be provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
- 5.3.1. not make any unauthorized use or disclosure, in whole or in part, of the Confidential Information or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- 5.3.2. Except as may be permitted under Section 5.4, not to disclose or permit access to Confidential Information other than to its Representatives who:
- 5.3.2.1. need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights and performance of its obligations under and in accordance with this Agreement;
- 5.3.2.2. have been informed of the confidential nature of the Confidential Information; and

- 5.3.2.3. are subject to confidentiality duties or obligations to the Receiving Party which are no less restrictive than the terms applicable to the Confidential Information under this Agreement.
- 5.3.3. Protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; and
- 5.3.4. Promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure.
- 5.4. **Permitted Disclosure.** Notwithstanding the foregoing, SIS may access or disclose Your Confidential Information if: (a) to perform under or enforce the terms of this Agreement, including instructing a third party for collection of outstanding amounts owed by You under this Agreement; (b) to protect the security or integrity of the Products; (c) to respond to an emergency which SIS believes in its reasonable opinion requires SIS to disclose information to assist in preventing a death or serious bodily injury; (d) in connection with a change of control or a potential change of control of SIS or a SIS Affiliate; or (e) compelled by Applicable Law, provided that reasonable measures are used to preserve the confidentiality of the Confidential Information being disclosed and the Disclosing Party is provided reasonable notice of same. In each of the foregoing cases, SIS will disclose only such Confidential Information as SIS believes, in good faith, is necessary.
- 5.5. **Publicity.** You hereby grant SIS a non-exclusive, worldwide, royalty-free and fully paid license to use, display, mention Your name, logo and/or mark in SIS marketing material and statements (whether oral or in writing) including any press release, external advertising, marketing or promotion materials regarding the Service or its business for the duration that You are in contract with SIS. You may withdraw this license at any time by emailing legal@signinsolutions.com.
- 5.6. **Case Study.** You hereby agree to participate in the development of a case study (or a similar asset) highlighting the success of your use of the Products that may be used by SIS for business development purposes. You shall have the right to approve the case study materials prior to any publication, but such approval shall not be unreasonably delayed or withheld. Notwithstanding the foregoing, SIS shall have no obligation to develop or publish a case study with respect to Your use of the Products.

6. YOUR DATA

- 6.1. **Use of Data.** You own all Intellectual Property Rights relating to Customer Data and Personal Data. You hereby grant to SIS all such rights and permissions in or relating to Customer Data and Personal Data as are necessary or useful to SIS and its Representatives to (i) enforce this Agreement; (ii) provide the Products to You; and (iii) exercise SIS's rights and perform its obligations hereunder. The terms applicable to the processing of Personal Data by SIS are set out in the Data Processing Addendum.
- 6.2. **Aggregate Information.** You agree that SIS may collect, use, store and disclose Aggregate Information derived from your use of the Products for analysis, analytics, marketing, or other business purposes. All Aggregate Information will be used in an aggregate and anonymous form only and will not contain any Personal Data.

7. INDEMNIFICATION

- 7.1. **Indemnification by You.** You shall defend, indemnify, and hold SIS and SIS Representatives harmless against any loss, damage, or cost (including reasonable attorneys' fees) incurred in connection with a claim, demand, suit, or proceeding by a third party alleging that Your use of the Products (i) infringes upon the privacy rights of a third party, (ii) is in violation or alleged violation of any Applicable Laws, or (iii) is a result of Your or Your Authorized User's negligence,

wilful misconduct, or use of the Products in a manner not authorized by this Agreement, provided You are notified in writing by SIS as soon as reasonably practicable as to any such claim. SIS shall provide reasonable information, cooperation and assistance in defending any such claim.

- 7.2. **Indemnification by SIS.** SIS shall defend, indemnify, and hold You, your directors, officers, employees, and Affiliates harmless against any loss, damage, or cost, and any lawsuit to the extent based thereon, that is brought by a third party against You alleging that the Products infringe any patent, trade secret, copyright or other Intellectual Property Rights (“**Infringement Claim**”), so long as SIS is notified in writing by You as soon as reasonably practicable as to any such Infringement Claim. If SIS believes that the Products may be subject to an Infringement Claim, or Your use of the Products is held to infringe and its use is enjoined, or threatened to be enjoined, then SIS will, at SIS’s own expense and option: (i) procure for You the right to continue using the Products; or (ii) replace same with non-infringing Products; or (iii) modify the Products so that it becomes non-infringing. If none of the foregoing is available on terms that are commercially reasonable for SIS, then SIS may terminate Your rights to access and use those portions of the Products that are subject to such Infringement Claim, in which case SIS will refund You a pro rata amount of any prepaid fees applicable to the unutilized portion of the Subscription Term of the terminated Products. THIS SECTION 7.2 REPRESENTS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU AGAINST SIS FOR ANY INFRINGEMENT CLAIMS. Notwithstanding the foregoing, SIS has no obligation with respect to any actual or claimed infringement if the Infringement Claim is solely caused by Your data, use of the Products other than as specified in Documentation, or Your combination of the Products with any other products, software, services, data or other materials not provided by, required by, or approved by SIS, unless such use is necessary in order to use the Products as instructed by SIS.

8. THIRD PARTY DEVELOPERS

- 8.1. The Products may include the ability for You to integrate with Customer Integrations that are developed by third parties (“**Third Party Developers**”). You acknowledge and agree that:
- 8.1.1. SIS is not such Third Party Developers and is not an Affiliate of such Third Party Developers;
 - 8.1.2. To the extent that You authorize the use of the Products in connection with Customer Integrations, You consent to SIS releasing to Third Party Developers any Confidential Information reasonably required by such Third Party Developers for the proper use of such Customer Integrations, and such Third Party Developer’s use of such Confidential Information shall be governed by Your agreement with such Third Party Developers;
 - 8.1.3. SIS does not monitor or have any control over, and makes no claim or representation regarding Customer Integrations or Third Party Developers and SIS is not responsible or liable, directly or indirectly, for any damage, loss or liability caused or alleged to be caused by or in connection with any use of or reliance on any of the foregoing; and
 - 8.1.4. You may use Customer Integrations with the Products at your sole risk and SIS shall have no liability for any failure of Customer Integrations and/or the Products based on Your failure to properly develop, program, install, configure, or monitor Your use of the Customer Integrations with the Products.
- 8.2. SIS makes no representations or warranties regarding Third Party Developers, Customer Integrations, or their use of Confidential Information, to anyone, express, implied or statutory (including warranties of design, operation, or fitness for any use or purpose). No representation or warranty by such Third Party Developers is binding on SIS nor shall breach of such representation or warranty relieve You of your obligations to SIS. Third Party Developers may require You to enter into license agreements or pay license fees for the use of Customer Integrations, which, unless expressly set out herein, are not included in the Fees.
- 8.3. The Products may contain features designed to interoperate with Customer Integrations. To use such features, You may be required to obtain access to such Customer Integrations directly from

the provider or through SIS as a reseller. If the provider of any such Customer Integrations ceases to make the Customer Integrations available for interoperation with the corresponding Product feature, SIS may cease to provide such Product features without any obligation of a refund, credit or other compensation to You.

9. INTELLECTUAL PROPERTY

- 9.1. **Ownership.** Except as expressly set forth herein, no express or implied license or right of any kind is granted to You regarding the Products, SIS Intellectual Property, or any part of the foregoing, including any right to obtain possession of any source code, data or other technical material relating to SIS Intellectual Property. All Intellectual Property made available or disclosed to You in the provision of the Products are and shall remain the sole and exclusive property of SIS and, except for the limited license to use the Intellectual Property as part of your use of the Products in accordance with this Agreement, no right, title, or interest is granted in the Intellectual Property.
- 9.2. **Feedback.** From time to time, You may choose to submit comments, information, questions, data, ideas, description of processes, or other information to SIS ("**Feedback**"). SIS may in connection with the Products freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information or Intellectual Property, and nothing in this Agreement limits SIS's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

10. TERM AND TERMINATION

- 10.1. **Term.** This Agreement shall commence on the Effective Date and continue in effect until the expiry of all Order Forms (the "**Term**"), unless terminated earlier pursuant to the terms of this Agreement.
- 10.2. **Subscription Term.** The length of the Subscription Term shall be as specified in the applicable Order Form. The Subscription Term will automatically renew for an equivalent length of time as the immediately preceding Subscription Term, unless (i) either party provides written notice of non-renewal at least 90 days prior to the expiration of the then current term, or (ii) as otherwise agreed in an Order Form.
- 10.3. **Termination.** In addition to any other express termination right set forth elsewhere in this Agreement:
- 10.3.1. SIS may terminate this Agreement, effective on written notice to You, if You breach any of Your obligations under Section 2.4-2.7.
- 10.3.2. Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and
- 10.3.3. Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files, or has filed against it, a petition for voluntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (c) makes or seeks to make a general assignment for the benefit of its credits; or (d) applies for or has appointed a receiver, trustee custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business (e) there is a force majeure (as specified in Section 13.10) event lasting more than 30 days.

11. EFFECT OF TERMINATION

- 11.1. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:
 - 11.1.1. all Subscriptions, rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;
 - 11.1.2. You shall immediately discontinue use of the Products on all devices and You shall delete or destroy all electronic and physical stand-alone copies of the Products.
- 11.2. Except for termination by You in accordance with Section 10.3.2 or 10.3.3, under which You shall be entitled to a pro-rated refund of any unused portion of the Fees, termination will not relieve You of Your obligation to pay any Fees accrued or payable to SIS under the terms of this Agreement and You shall remain obligated to pay all Fees owed for the remainder of any Subscription Term for the Products, all of which shall become immediately due and payable.
- 11.3. SIS will make available Your Confidential Information entered into the Products for 30 days following termination or expiration of this Agreement. SIS will have no obligation to retain, maintain or provide You with such data after 30 days from termination, unless otherwise agreed to in writing between the parties. After the 30-day retention period, SIS may, in its sole discretion, delete or destroy all copies of Your Confidential Information in its possession or control. In the event You continue to use the Products following the 30-day retention period, Your Subscription shall be deemed to be automatically renewed for the same length as the immediately preceding Subscription Term, and You shall be liable for the Fees associated therewith.
- 11.4. Notwithstanding anything to the contrary in this Agreement, SIS may retain the Confidential Information (a) solely to the extent and for so long as required by Applicable Law; or (b) in its backups, archives, and disaster recovery systems until such Confidential Information is deleted in the ordinary course, provided all such information described in this section remain subject to the confidentiality requirements of this Agreement.

12. LIMITATION OF LIABILITY AND DISCLAIMERS

- 12.1. **Disclaimer Of Warranties.** EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN: (1) THE PRODUCTS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND; AND (2) TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIS AND ITS AFFILIATES EACH EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE PRODUCTS, WHETHER MADE BY A REPRESENTATIVE OF SIS OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY SIS FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF SIS WHATSOEVER. EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN, SIS SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE.
- 12.2. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR IT’S AFFILIATES BE LIABLE TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ALL APPLICABLE ADDENDUMS) OR ITS SUBJECT MATTER UNDER ANY LEGAL OR THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION.

- 12.3. EXCEPT FOR (A) A BREACH OF YOUR LICENSE TO USE THE INTELLECTUAL PROPERTY AS SET OUT IN SECTION 2 OF THIS AGREEMENT, (B) YOUR OBLIGATION TO PAY THE FEES UNDER THIS AGREEMENT, (C) EITHER PARTY'S LIABILITY FOR CLAIMS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (D) ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY (AND ITS RESPECTIVE AFFILIATES) TO THE OTHER PARTY ARISING UNDER OR RELATED TO ANY SUBJECT MATTER OF THIS AGREEMENT (INCLUDING ALL APPLICABLE ADDENDUMS) EXCEED THE AMOUNTS ACTUALLY PAID OR PAYABLE BY YOU TO SIS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13. GENERAL PROVISIONS

- 13.1. **Export Compliance.** The Products and SIS Materials, technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. SIS and You each represent that it is not named on any U.S. government denied-party list or similar list in any other jurisdictions. You will not permit any Authorized User to access or use any Products in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation or in violation of any other country's export laws or regulations directly applicable to SIS or its Affiliates.
- 13.2. **Outage Policy.** YOU ACKNOWLEDGE AND UNDERSTAND THAT SIS DOES NOT WARRANT THAT THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE AND THAT SIS MAY OCCASIONALLY EXPERIENCE DISRUPTION DUE TO INTERNET DISRUPTIONS OR DISRUPTIONS THAT ARE NOT WITHIN SIS'S CONTROL. ANY SUCH DISRUPTION SHALL NOT BE CONSIDERED A BREACH OF THIS AGREEMENT.
- 13.3. **Subcontractors.** SIS may from time to time in its reasonable discretion have third parties perform any part its obligations hereunder. SIS will at all times remain responsible for such third parties and their compliance with this Agreement.
- 13.4. **Evaluations, trials and betas.** SIS may provide access to trial accounts and Beta Versions to You and this Agreement shall apply to your use of the same and may be subject to any additional terms that SIS may specify. SIS may modify or terminate Your right to use trial accounts and Beta Versions at any time and for any reason in its sole discretion, without liability to you. You understand that Beta Versions are still under development, and may be inoperable or incomplete and are likely to contain more errors and bugs than the generally available Products. SIS makes no representations that any Beta Versions will ever be made generally available. To the maximum extent permitted by Applicable Law, SIS disclaims all obligations or liabilities with respect to trial accounts and Beta Versions including any support, warranty and indemnity obligations.
- 13.5. **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- 13.6. **Anti- Slavery and Sanction.** You shall ensure that You have in existence, and have maintained and enforced an adequate anti- slavery and human trafficking policy with required procedures in place to ensure compliance with all applicable legislations, statutes and codes from time to time in force under Applicable Law including but not limited to the Modern Slavery Act 2015. You shall (i) upon request by SIS, certify in writing that You remain in compliance with this Section 15.9; and (ii) not directly or indirectly, engage in or conspire to engage in any transaction that violates, or attempts to violate, any of the material provisions set forth in any applicable economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by Her Majesty, the European Union, the US Government (including those administered by OFAC), the United Nations or any other relevant sanctions authority.

- 13.7. **Proper Law.** This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Denmark and the parties agree to attorn to the exclusive jurisdiction of the Kingdom of Denmark.
- 13.8. **Assignment.** This Agreement may not be transferred or assigned by either party without the prior written consent of the other party, whose consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may transfer or assign this Agreement (a) to an Affiliate; (b) in the event of a sale, merger or other transfer of substantially all of its business and assets; or (c) in the event of a sale or transfer by SIS of the Products and substantially all of SIS's business components required to operate the Products, without the other party's consent. The terms and conditions of this Agreement shall enure to the benefit of and be enforceable by the parties hereto and their permitted successors and assigns
- 13.9. **Notice.** All legal notices will be in writing and addressed to the attention of the other party's General Counsel (or chief legal officer) of its Legal Department unless notified otherwise. All notices shall be in English and shall be effective upon actual receipt, except for notices sent by e-mail or other electronic means, which shall be deemed to have been received the day after such notices are sent. All legal notices to SIS shall be sent to legal@signinsolutions.com along with a hard copy to Sign In Workspace ApS, Noergaardsvej 7, 2800 Kgs. Lyngby, Denmark.
- 13.10. **Force Majeure.** Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to, pandemic or epidemic, earthquake, flood, fire, storm or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, act of terrorism, disruption of the public markets, war or armed conflict or the inability to obtain sufficient material, supplies, labor, transportation, power or other essential commodity or service required in the conduct of its business, including internet access, or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment or decree.
- 13.11. **Enforceability.** Failure to enforce any provision will not constitute a waiver. If any provision of this Agreement is found unenforceable, the balance of this Agreement will remain in full force and effect.
- 13.12. **Relationship.** The Agreement shall not be construed as creating any partnership, joint venture, or agency among the parties and no party shall be deemed to be the legal representative of any other party for the purposes of the Agreement. No party shall have and shall not represent itself as having, any authority to act for, to undertake any obligation on behalf of any other party, except as expressly provided in the Agreement.
- 13.13. **Interpretation.** In the Agreement, unless the context otherwise requires, the masculine includes the feminine and the neuter genders and the plural includes the singular and vice versa, "or" is not exclusive" and "including" is not limiting, whether or not such non-limiting language (such as "without limitation" or "but not limited to") is used with reference to it, and modifications to the provisions of the Agreement may be made accordingly as the context requires. The headings used in the Agreement are for convenience and reference only and shall not affect the construction or interpretation of this Agreement. It is intended that this Agreement shall not violate any Applicable Law and the unenforceability or invalidity of any provision (in accordance with a court's ruling) shall not affect the force and validity of the remaining provisions and such provisions determined to be invalid shall be deemed severed from this Agreement and, to the extent possible, be replaced with terms which as closely as possible approximate the interest and economic intent of such invalid provisions.
- 13.14. **Survival.** The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement will survive any expiration or termination of this Agreement: Section 4 (Fees and Payment), Section 5 (Confidential Information), Section 6 (Your Data), Section 7 (Indemnification), Section 9 (Intellectual Property), Section 11 (Effects of Termination), Section 12 (Limitation of Liability), Section 13 (General Provisions).

- 13.15. **Entire Agreement.** This Agreement and any referenced exhibits or other Documents therein constitutes the entire understanding of the parties with respect to this subject matter. This Agreement supersedes all previous communications between the parties, whether written or oral, with respect to the subject matter herein. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) any other referenced documentation. If You issue a purchase order in connection with the purchase of a Subscription, such purchase order shall be solely for Your internal administrative purposes and to facilitate payment. In no event shall the terms of such purchase order modify or become part of this Agreement or become binding on SIS even if SIS signs an acknowledgment copy of such purchase order.
- 13.16. **U.N. Convention.** The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to this Agreement and shall not apply to any Order Form issued in connection herewith.
- 13.17. **Planned Maintenance:** planned maintenance shall be carried out between Saturday 10.00 and 12.00 CET.
- 13.18. **Unscheduled Maintenance:** unscheduled maintenance can be performed outside normal business hours, provided that SIS has used reasonable endeavors to give the Customer at least 24 hours prior notice.
- 13.19. **Unscheduled maintenance related to Security:** SIS shall be entitled to deploy any relevant updates or patches relating to the Products without any notice when required for security reasons which could not reasonably be foreseen by SIS.

EXHIBIT A DEFINITIONS

Unless the context requires otherwise, capitalized terms in this Agreement shall have the following meanings:

“**Affiliate**” means, with respect to a party, any person, partnership, joint venture, corporation, or other entity, that directly or indirectly controls, is controlled by, or is under common control with such party.

“**Aggregate Information**” means data and information related to Your use of the Products that is used by SIS in an aggregate and anonymized manner (not including Personal Data), including to compile statistical and performance information related to the provision and operation of the Products. For clarity, Aggregate Information shall be SIS’s Confidential Information.

“**Agreement**” means the entire agreement between SIS and You for the provision of the Products and includes these terms and conditions, any schedules, addendums or exhibits referenced herein, and any Order Form in effect.

“**Applicable Law**” means any local, state, provincial, federal and foreign laws or orders of any governmental or regulatory authority applicable to the provision of the Products and Your use thereof, including without limitation, data protection and privacy laws.

“**Authorized Users**” means Your employees, consultants, contractors, agents or anyone whom You provide access and use of the Products under the rights granted to You pursuant to this Agreement.

“**Beta Versions**” means any pre-release, beta products and/or features of generally available Products that SIS makes available that are still under development.

“**Confidential Information**” has the meaning ascribed to it under Section 5.1.

“Customer Data” means any content, materials, data and information that Authorized Users enter into the Products or otherwise provide to SIS in relation to the functioning of the Products.

“Customer Integrations” means third party applications, APIs, or SDKs, that are not included as part of the Products but may be used in conjunction with the Products through integrations.

“Documentation” means this Agreement, Order Form, statement of work, or any other user documentation related to the use or operation of the Products, each as made available by SIS electronically via the Products or otherwise in writing.

“Effective Date” means the date on the Order Form.

“Equipment Rental” means, to the extent applicable, any hardware or other articles rented by You from SIS under an Order Form, pursuant to the Equipment Rental Addendum.

“Fees” means all amounts payable by You to SIS pursuant to this Agreement, plus all duties, levies, taxes and other fees in association with your use of the Services.

“Intellectual Property” means all systems, applications, software code (in any form, including source code, executable or object code), algorithms, tool-kits, technology, widgets, formulae, programs, concepts, databases, designs, diagrams, documentation, drawings, charts, ideas, inventions (whether or not such inventions are patentable), know-how, trademarks (whether registered or not), brand names, logos, slogans, methods, techniques, models, procedures, and processes.

“Intellectual Property Rights” means all copyrights, moral rights, rights associated with works of authorship, trademark rights, trade name rights, trade secret rights, patent and industrial property rights (whether registered or not), and other proprietary rights, in Intellectual Property.

“Order Form” means an ordering document specifying the Products, Professional Services, Equipment Rental, or Third Party Hardware to be provided hereunder, including any purchase order, statement of work, invoice, or supplements thereto.

“Personal Data” has the meaning ascribed to it under the Data Processing Addendum.

“Professional Services” means, to the extent applicable, any additional services purchased by You in relation to the Products under an Order Form, pursuant to Professional Services Addendum.

“Representatives” means, with respect to a party, that party and its Affiliates’ employees, directors, officers, general partners, shareholders, owners, service providers, sublicensees, independent contractors, subcontractors, agents, advisors, and consultants.

“Sensitive Data” has the meaning ascribed to it under the Data Processing Addendum.

“Security Incident” has the meaning ascribed to it under the Data Processing Addendum.

“Subscription” means the purchase of a Product or Products (on a subscription basis) under an Order Form.

“Subscription Term” means the term of the Subscription to the Products as identified in an Order Form, including any renewals thereto.

“Third Party Hardware” means, to the extent applicable, any product that is purchased by You from SIS under an Order Form, pursuant to the Hardware Addendum.

“SIS Materials” means the Products and SIS Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by SIS or any its third party it appoints in connection with the Products or otherwise comprise or relate to the Products or SIS Systems. For the avoidance of doubt, SIS Materials include Aggregate Information and any information, data, or other

content derived from SIS's monitoring of Your access to or use of the Products, but do not include Your Personal Data.

“SIS Systems” means the information technology infrastructure used by or on behalf of SIS in performing the Products, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by SIS or through the use of third-party services.