



Service Level Agreement and General Terms and Conditions of Sale and delivery for AskCody services

1. Scope of Applicability

- 1.1 This Service Level Agreement and terms and conditions of sale and delivery (hereinafter referred to as the "Service Agreement") apply to all contracts for the AskCody's (Company registration number DK-33757891), ("the Service Provider") services in the field of digital wayfinding, meeting room signs, meeting activity signs, visitor registration and booking solutions to business customers ("Purchaser").
- 1.2 **Note:** The Purchaser acknowledge that AskCody services and solutions comes as Software As A Service (SaaS) billed yearly. The SaaS fee on AskCody products and solutions covers 12 whole months + the current month where the Subscription Services is available to the Customer.
- Each year the agreement is automatically extended for a new period. 1 month before a period expires a new invoice will be forwarded covering the following 12 months.
- A service agreements must be terminated no later than 3 months before the expiration. If the service agreement is terminated later than this, it will be renewed for a new period. The Service Provider does not refund payments for service agreements, provided it is terminated during an agreement period.
- Termination can only be done in writing by letter or email to AskCody.**

2. Contractual basis

- 2.1 This Service Agreements applies unless a written agreement has been drawn up between the Service Provider and the Purchaser, (hereinafter referred to as "the Parties") stating differently. If such written agreements between the Parties clearly stipulates differently than the Terms and Conditions specified below, the terms of such written agreements shall be given priority.
- 2.2 The Parties agree to cooperate in a positive, professional and responsible manner during the entire process, and to make an effort, in order to achieve the best result possible. Furthermore, the Parties and the Service Provider shall exhibit reasonable flexibility.
- 2.3 The Parties shall on a regular basis inform each other about any relation, which is considered likely to affect the completion of an efficient contractual process.
- 2.4 Purchasers Users may access and use the Subscription Services during the Term solely for Purchasers's internal business purposes, which means that neither the Users nor Purchaser shall sell, resell, license, sublicense, distribute, rent, lease or otherwise commercially exploit the Subscription Services except as contemplated by this Service Agreement. Purchaser and the Users may not decompile, disassemble, translate or reverse engineer the Subscription Services; nor remove from the Subscription Services any language or designation indicating the confidential nature thereof or the proprietary rights of Service Provider or its suppliers.
- 2.5 "Customer Data" means data, information or material uploaded or routed to the Subscription Services, transmitted using the Subscription Services or otherwise provided to Service Provider in any medium by Purchaser or third parties, together with any derivative works made therefrom. Purchaser warrants and represents that it owns all right, title and interest in and to the Customer Data, or possesses or will possess all legally valid rights in the Customer Data.
- 2.6 Purchaser is solely responsible for the accuracy, quality, integrity, reliability and appropriateness of the Customer Data. Unless otherwise specifically stated in the Order Form, Customer Data is deemed to be the Confidential Information of Purchaser. During the Term of this Service Agreement, Purchaser grants to Service Provider a limited, non-exclusive, non-sublicensable, non-transferable license to capture, copy, store, transmit, maintain, access and display the Customer Data solely to the extent necessary to provide the Subscription Services to Purchaser under this Agreement. Service Provider may not use the Customer Data for any other purpose.
- 2.7 Service Provider will maintain the security and integrity of the Subscription Services and the Customer Data and will inform Purchaser of any third party who requests or obtains access to the Customer Data. Service Provider will be responsible for backing up the Customer Data on an agreed schedule. Upon termination or expiration of this Agreement for any reason, Service Provider will provide Purchaser with the Customer Data, destroy all copies thereof and upon Purchaser's request certify the same to Purchaser in writing, provided that Customer Data on back-up media may be destroyed or recycled according to Service Provider's retention schedule for such media.

3. Warranties, Services and obligations regarding AskCody solutions

- 3.1 The Service Provider warrants that all services, are carried out in accordance with good computing practice, as well as the Service Provider guarantee for that the products described in the order confirmation or offer provided to the Purchaser, at any time in good quality can fulfill the specific purposes for the product.
- 3.2 Built on Microsoft Azure, Service Provider is leveraging Microsoft's scale and experience running trusted enterprise cloud services around the globe. We leverage Microsoft's deep investments in technology, operational processes, and expertise to provide a trusted platform for the Service Provides solutions and platform. With Microsoft as our supplier of cloud services, we take advantage of the Microsoft Azure cloud while reducing security and compliance costs and minimizing risk to your organization.
- 3.1 Due to Service Provider being built on Azure Service Provider leverage Microsofts compliance program. Microsoft enterprise cloud services are independently validated through certifications and attestations, as well as third-party audits. In-scope services within the Microsoft Cloud meet key international and industry-specific compliance standards, such as ISO/IEC 27001 and ISO/IEC 27018, FedRAMP, and SOC 1 and SOC 2. They also meet regional and country-specific standards and contractual commitments, including the EU Model Clauses, UK G-Cloud, Singapore MTCS, and Australia CCSL (IRAP). Learn more about the different supported infrastructure compliances here: <https://www.microsoft.com/en-us/trustcenter/Compliance>
- 3.2 Service Provider shall provide the Subscription Services during the Term of this Agreement on a 24/7 basis according to the service levels set forth, it being understood that the Subscription Services may be inaccessible or inoperable from time to time for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Service Provider may undertake from time to time; or (iii) causes beyond the control of Service Provider or which are not reasonably foreseeable by Service Provider, including, without limitation, interruption or failure of telecommunication or digital transmission links, delays or failures due to Purchaser's Internet access connections, hostile network attacks, network congestion or other Force Majeure Events (defined in Section 9 of this Agreement). Purchaser agrees that Service Provider has no control over the stability and throughput speed of the Internet or other data transmission systems used by Purchaser.
- 3.3 Service Providers service targets follows Service Provider's Cloud and Infrastructure Provider (Microsoft Azure) and guarantee at least 99.9% availability. <https://azure.microsoft.com/en-us/support/legal/sla/summary/>
- 3.4 For each product/service that requires a connection to the internet, the Service Provider guarantees an uptime for each of these hosted products on 99.9% of the time per month.
- Uptime:** defined as the amount of time the system/product is up and running and available for use. Uptime is measured per month and is calculated from the following formula:
$$\% \text{ uptime/month} = 100 - ((24 * \text{number of days in the month}) - \text{total downtime in month}) / (24 * \text{number of days in the month})$$
- Downtime:** defined as the number of hours the system/product is not up and running and available for use during one month.
- 3.5 The following conditions shall not mean that the system/product is considered out of reach, and thus not included in the definition of downtime:



- Maintenance and migration at the Service Provider or its hosting provider (Windows Azure). Per definition All service windows are included in the uptime guarantee, but cases notified a minimum of 24 hours in advance of execution is not defined as system out of reach.
- Errors and crashes for any reason, that occurs in the Purchaser's own network, power-or IT-system, hardware, including system software, as well as lack of access to the Purchaser's network and an active Internet connection
- Errors and crashes for any reason that occurs because of an incompatibility between the Purchaser's IT system and the products/services.
- 3.6 If not the product/services are available in 99.9% of the time per month, the Service Provider is obliged to provide the Purchaser a compensation equal to 5%, per each 1% points below the service target of 99.9% of the time per month for one-twelfth of the annual remuneration referred to in paragraph 2.1., as regards the product/services in question.
- 3.7 However, the Service Provider can in no instant, except for gross negligence and intent, be obliged to provide the Purchaser compensation greater than 75% of one-twelfth of the annual remuneration of downtime per month, as regards the product/services in question.
- 3.8 The parties settle the calculation of downtime each the first day in a month for the previous month. Downtime, not covered by point 3.6, must be claimed by the client.
- 3.9 The Service Provider reserves the right at any time to develop and improve the products/services, as well as change of hosting provider, if this can be done without inconvenience and without the error or deficiency within reasonable time to the Service Provider, it cannot later be invoked. The Purchaser shall provide the Service Provider with all information about any error or deficiency, the Service Provider asks for.
- 3.10 Information concerning the Service Providers hosting provider is available at www.askcody.dk. If the Service Provider changes to another hosting Service Provider after the conclusion of an agreement the Service Provider will inform the Purchaser prior to this change.
- 3.11 The Service Provider's warranty does not include errors or omissions due to misuse in accordance with the Service Provider's instructions, standard practice or not-agreed purposes, repair or alteration performed by other than the Service Provider, or any other conditions which the Service Provider is not responsible for.
- 3.12 The Service Provider holds no responsibility that the service meets national legislation or standards or may be used for specific purposes, unless the parties have agreed otherwise in writing.
- 3.13 Should the Purchaser discover a defect or deficiency, which Purchaser wants to claim, it must be in reasonable time communicated to the Service Provider. If the Purchaser fails to claim the error or deficiency within reasonable time to the Service Provider, it cannot later be invoked. The Purchaser shall provide the Service Provider with all information about any error or deficiency, the Service Provider asks for.
- 3.14 Within a reasonable time after the Service Provider has received notice from the Purchaser about an error or deficiency and examined the claim, the Service Provider notifies the Purchaser if the fault or defect is covered by the warranty.
- 3.15 In cases that are not to be classified as emergency issues that requires an extraordinary service window, services or maintenance windows are to be windows are to be announced at least 10 working days in advance.

4. Support

- 4.1 Service Provider's telephone support: 08: 00 to 16: 00 Monday – Friday. (Local time Central Europe and Eastern Time, United States)
- 4.2 Calls received outside of business hours will be sent to a mobile phone and best efforts will be made to answer/operation call, but a telephone answer machine will be used as backup.
- 4.3 Service Providers E-mail support (support@askcody.dk/support@goaskcody.com): supervised 08: 00 to 18: 00 Monday – Friday.
- 4.4 Emails received outside of business hours will be collected, but no operation can be guaranteed until the next business day.
- 4.5 In the case on-site assistance is required this consultancy services will be on location within 72 hours.
- 4.6 Should the error and/or support issue be concerning section 3.5 or section 6.5-6.7 then the Purchaser will be held responsible for the cost and will be billed by the hour. The Purchaser will be informed about the potential cost, when relevant, beforehand due to this SLA.
- 4.7 Application related incidents will be prioritized according to their level of Impact and Urgency. The level of 'Impact' is based on the business impact depending on the overall business case and the influence of the incident on Purchaser productivity. 'Urgency' describes the timing when the incident is impacting on the Purchaser's business processes.
- 4.8 Urgency definition
 - Critical: Resources can't be booked or updated
 - High: Adjacent system interface does not work, i.e. catering, visitor registration etc.
 - Medium: Admin module and monitoring module doesn't work
 - Low: Statistical reports can't be generated
- 4.9 The priority is made by the Purchaser from a rational thinking in relation to the fact that work related requests are of a high priority and changes and supplements to standard products and services are of lower priority.

5. Prices and Terms of Payment

- 5.1 The Purchaser will settle remuneration for the Service Provider with respect to the terms and conditions of the pricing in the billing profile.
- 5.2 The Purchasers settlement to the Service Provider will occur at the latest 8 days after the date of the invoice.
- 5.3 If the Purchaser has subscribed and signed up for AskCody services using the signup page and has been granted with a free-trial period, the invoice will be sent to the Purchasers invoice email when 8 days is left of the trial. The Purchaser will settle remuneration for the Service Provider with respect to the terms and conditions of the pricing in the billing profile to keep the AskCody Account and Services operational.

6. Purchasers responsibilities

- 6.1 Purchaser agrees to provide Service Provider with all cooperation and information reasonably necessary or desirable to implement the Subscription Services for Purchaser. Purchaser shall be solely responsible for providing, maintaining and ensuring compatibility with the Subscription Services, including securing Internet access connections. Purchaser will use commercially reasonable efforts to prevent unauthorized access to, or use of the Subscription Services.

7. The Purchaser's obligations

- 7.1 The service fee is paid in advance of 12 months for service, hosting, updates and support.
- 7.2 The fee mentioned in the billing profile shall be paid sequentially to the Service Provider, at the anniversary date/annual day of renewal after respectively the signing of this Agreement / signing up and accepting terms and conditions, or the start time of a new annual period, if the Agreement is not terminated in time, cf. section 9.
- 7.3 In those cases, where the Products mentioned and listed in the enclosed offer are integrated into the Purchaser's IT-system or Calendar System, the Purchaser warrants at any time to meet the requirements regarding the IT-system, in order to ensure that the Service Provider's service and system can be integrated into the Purchaser's IT-system.
- 7.4 The Purchaser shall within reasonable time notify the Service Provider about planned alterations in the Purchaser's IT-system. If the changes impact the services from serving its purpose, then Service Provider shall bear no responsibility in this regard. Due to the circumstances, the Service Provider will furthermore be entitled to terminate the Service Agreement
- 7.5 The Purchaser must give the Service Provider access to staff and provide information to the extent necessary to deliver the services, including access to relevant staff in connection with the setup on the Purchaser's network or integration into the Purchaser's calendar system.



8. Delayed payment

- 8.1 If Purchaser fails to pay any invoice within 8 calendar days of the due date of payment, Service Provider may suspend delivery of any purchase order or any remaining balance thereof until payment is made or terminate delivery of any purchase order or any remaining balance thereof by providing written notice of termination to you within 8 calendar days of the expiration of the grace period.
- 8.2 Further, Service Provider may charge Purchaser interest set in accordance with the Danish Interest Act for each commenced month after the last date on which payment was due.
- 8.3 If the Purchaser fails to pay an overdue invoice within 8 days after receiving a written demand for payment from the Service Provider, the Service Provider is, besides interest rate as described in section 7.2, entitled to (i) discontinue the sales of services which relates to the missing payment, (ii) discontinue the sales of services which have not yet been delivered to the Purchaser or require prepayment thereof or (iii) perform other remedies.

9. Unforeseen events (exemption from responsibility)

- 9.1 The Service Provider cannot be held responsible for violations of obligations, and thus for breach of Agreement, if the violation is caused by conditions beyond their control (force majeure), including – but not limited to – the weather and other natural disasters, terrorist actions, war, acts of the government or public authorities, or strikes.

10. Termination, Bankruptcy and renegotiation

- 10.1 The Service Agreement is running for one year at the time until it is terminated.
- 10.2 The Service Agreement can be terminated by both Parties, in writing, with a notice of at least 3 months.
- 10.3 The Parties shall inform the other Party of the termination no later than 3 months before the end of the annual period. If not, the fee mentioned in the billing profile shall be paid for the new period of a year, no matter when the termination occurs.
- 10.4 The Service Agreement can be terminated completely, with regard to all the delivered products and services, or partially, with regard to certain delivered products and services.
- 10.5 If the Service Provider terminates the Service Agreement, in cases where there is no material breach by the Purchaser, or the Service Provider is declared bankrupt, the Purchaser will be entitled to use the at the time of termination or by the day of decree delivered products to the Purchaser, either by themselves or to let another Service Provider continue the operation of the products. In these cases, the Purchaser will only be entitled to use the products in the order confirmation to the same extent as the products were used on the termination date or by the day of decree. The Purchaser is in no event entitled to resell, develop or supply products to any third party, nor allow any other Service Provider to further develop or resell the products even if the Purchaser continues the operation of the products.
- 10.6 The Purchaser can terminate the agreement and shall be refunded the yearly fee should the service level be less than 95% on average during a period of 3 months.

11. Termination of the Service agreement

- 11.1 At the termination of the Service Agreement, no matter the reason, the Service Provider's obligations regarding the Service Agreement and additional agreements towards the Purchaser ends.
- 11.2 The Service Provider is not obliged to accept hardware for return.
- 11.3 All rights to the Products, including the Products made by the Service Provider from material handed over by the Purchaser, remains with the Service Provider. All rights to the handed over material expire at the termination of the Agreement.
- 11.4 Hereinafter, the Purchaser does not have access to use the products and services.

12. Offers, Purchase Orders and Order Confirmations

- 12.1 An offer from the Service Provider is valid in 10 days from the date of issue unless otherwise stated. Acceptance of an offer received after the validity date is not considered binding otherwise confirmed in writing by the Service Provider.
- 12.2 Orders must be sent to the Service Provider in writing (electronic e-mail is accepted). An order shall contain Order Number, Reference, Purchaser attention, contact information, description of service ordered, price, and expected delivery date.
- 12.3 The Service Provider strives to confirm or reject an order for services within 3 working days after receiving the order. Affirmation or refusals of orders must be in writing (electronic e-mail is acceptable) to bind the Service Provider.
- 12.4 The Purchaser cannot modify an order without the Service Providers written consent.
- 12.5 If the Service Provider's confirmation of an order deviates from the Purchaser's order, and the Purchaser want to reject the order due to the discrepancy, the Purchaser must notify the company in writing within 10 working days after receipt of order confirmation. If the Purchaser fails to notify the Purchaser is bound by the order confirmation.

13. Terms of Delivery and Late Delivery

- 13.1 The Service Provider provides the services no later than the time stated in the order confirmation. The Service Provider has the right to deliver before the agreed date, unless the parties have agreed otherwise. An earlier delivery does not affect the payment terms
- 13.2 The Purchaser shall inspect all services delivered. Should a defect be detected or is something missing, the Purchaser must within reasonable time report to the Service Provider. If a defect or missing functionality that is discovered or should have been discovered by the Purchaser, is not reported to the Service Provider it cannot later be claimed.
- 13.3 Should the Service Provider expect a delay in the delivery of the services, the Purchaser must be informed, and a new expected delivery time will be given.
- 13.4 Should the Service Provider fail to deliver the services within 15 days from the delivery date in the order confirmation, and the this happens for reasons that the Purchaser is not liable for and the Purchaser is not notified, The Purchaser are entitled to cancel the delivery by contacting the Service Provider. The Purchaser obtain no other rights in the case of delay.

14. Limitation of liability

- 14.1 Each party is responsible for its own acts and omissions under the law applicable to the limitations under current law.
- 14.2 Claims for compensation or any other economic compensation can in no case exceed 75 % of the agreed annual fee, excluding VAT, in the billing profile.
- 14.3 The Service Provider can in no case be held responsible if a Purchaser or a random user's hardware or system software is not compatible with the products and services.
- 14.4 Notwithstanding any opposing terms in the contractual basis the Service Provider shall not be liable to the Purchaser for any indirect loss, including loss of production, sales, profits, time or goodwill, unless they are caused intentionally or by gross negligence.





15. Intellectual Property Rights Infringement

- 15.1 The full right of all intellectual property arising in connection with the Service Providers execution of services, including patents, designs, trademarks and copyrights are the property of the Service Provider.
- 15.2 The Service Provider is responsible for the provided Services' infringement of third party intellectual property rights. To the extent that the company is met with contention that the delivered Services' infringement of third party intellectual property rights, the Service Provider shall indemnify the Purchaser.

16. Service Requests

- 16.1 In support of the services mentioned in this Agreement, the Service Provider will make an effort to react on service requests from the Purchaser within the following timelines:
- 0-16 hours (during opening hours) if the request is characterized as of high priority, e.g. if the Purchaser needs assistance to change a not critical configuration, configure features or change settings for the solution.
 - Within 48 hours if the request is characterized as of medium priority, e.g. if the Purchaser wants to discuss roadmap or the need for new features or settings for the future, or if the Purchaser needs education or training for the solution.
 - Within 5 working days if the request is characterized as of low priority, e.g. if the Purchaser wants more licenses.
- 16.2 The priority is made by the Purchaser from a rational thinking in relation to the fact that work related requests are of a high priority and changes and supplements to standard products and services are of lower priority.
- 16.3 Distance support will be rendered in line with the time lines mentioned above, and depending on the priority of the service request.

17. Mandatory law and Alterations in legislation

- 17.1 If one or more provisions of this Agreement is declared to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions contained therein shall not in any way be affected. In such event, the Parties shall use its best efforts to immediately and in good faith negotiate a legally valid provision in replacement, without affecting the spirit of this Agreement.

