

END-USER LICENSE AGREEMENT

By deploying or using the licensed software service owned by SimplySo, End-User is agreeing to be bound to this End-User License Agreement.

1. Definitions

- **“Agreement”** shall mean this End-User License Agreement.
- **“Authorized Re-seller”** means an authorized distributor, authorized reseller or dealer of the Service.
- **“Confidential Information”** shall have the meaning as described in section 13.
- **“Customer”** shall mean the Authorized Resellers customers, which may acquire one or more licenses from Reseller.
- **“End-user”** shall mean the user actually deploying the Service. End-user can be identical with Customer and/or an employee of Customer.
- **“EULA”** shall mean this End-User License Agreement, which are mandatory for End-Users to approve and sign before deploying the Service. – “Part or Parties” shall mean one of the Agreements Parts and/or Parties if mention in combination.
- **“Service”** shall mean the software developed by SimplySo to ease the usage of Microsoft SharePoint software in Office 365.
- **“SimplySo”** shall mean the legal entity owning all rights to Service, duly registered as a company under Danish law, having its principle address at Viborgvej 159A, DK-8210 Aarhus V.

2. Field of use

These terms shall apply for all sale, delivery and provisioning of any current or future software Service produced and/or offered for sale by SimplySo directly or through a SimplySo Authorized Reseller.

3. Licensed Service

3.1 Grant

Subject to all terms and conditions in this Agreement, SimplySo grants Customer and/or End-User a nonexclusive, non-transferable, non-sublicensable right and license to use the Service without modification.

3.2 Limitation

The licensed Service may only be used for Customer and/or End-Users internal business purpose, but not by more than the number of End-Users for which all fees have been paid by or on behalf of End-User.

3.3 License Control

Customer and/or End-User acknowledges that the Service may contain code or require devices that detect or prevent unauthorized use of, or disable, the Services, and Customer and/or End-User agree not to circumvent or disable such code or devices.

4. Services

SimplySo and/or SimplySo' Authorized Reseller will within reasonable scale assist Customer and/or End-User with assistance and service when provisioning and using the Service. Customer and/or End-User are, however requested to seek answers on Authorized Resellers website where videos and FAQ will be available for Customer and/or End-User. Questions regarding provisioning or use of the Service can be send to the Authorized Reseller. All questions will be answered within 48 hours. Public holidays and weekends may result in an extended response time.

5. Updates

SimplySo seeks to update and perform services on the Service when needed. SimplySo is however not required to perform such updates. Developments, add-on', new functionalities etc. will be added to the Service when SimplySo finds it beneficial. SimplySo is entitled to remove functionalities from the Service by giving Customer and/or End-User 1-month written notice hereof. Such notice will appear as a push notice. Any disturbance that might arise as a result of SimplySo' support or update of the Service will be attempted rectified as soon as possible. SimplySo and/or Authorized Reseller are under no circumstances liable for any loss Customer and/or End-User may have due to disturbances.

6. Price

The price paid for the Service is the price informed by Authorized Reseller to Customer and/or End-User before provisioning. The price and payment terms are as stated in Authorized Resellers terms for sale to Customer and/or End-User.

7. Intellectual property rights

All right, title and interest in and to SimplySo and the Services (including any and all modifications, adjustments, updates etc.) are and shall remain the exclusive property of SimplySo.

Customer and/or End-User agrees and acknowledges that SimplySo owns all right, title and interest in and to, and is the sole and exclusive owner of:

- a. all software, firmware, source codes, binary codes, object codes, algorithms, trade secrets and knowhow and all other information or materials of any nature or form made accessible to Customer and/or End-User;
- b. all modifications, developments, additions, enhancements and adaptations related to any of the information or materials mentioned in (a) above made by SimplySo (whether at the request of Customer or not, and whether paid for by Customer or not); and
- c. all Intellectual Property related to any of the information or materials mentioned in (a) or (b) above.
Customer and/or End-User only acquires the right to use the supplied Service and documentation, as described in section 3 above. This applies to both standard Services as well as adjustments to the Services and for any special developments.

8. Warranty

The Service are delivered to Customer and/or End-User 'as is' and SimplySo and/or Authorized Reseller shall have no liability for special, incidental, indirect or consequential damages (including loss of profits) arising out of this agreement or with respect to Customers and/or End-Users provisioning, installation, use, malfunction, operation or support of the Service or any updates thereof.

SimplySo and/or Authorized Reseller, makes no warranty of any kind, whether express or implied, regarding the Service, service or functionality of the Service and specifically disclaims the warranties of merchant ability, fitness for a particular purpose and against all infringement, to the maximum extent possible by law. SimplySo and/or Authorized Reseller does not warrant that the Service will meet Customers' and/or End-Users requirements or that Customer's and/or End-Users access to and use of the Service will be uninterrupted or free of errors or omissions.

SimplySo and/or Authorized Reseller cannot and does not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through, or stored in any system connected to, the Internet. However, except as expressly set forth herein SimplySo and/or Authorized Reseller shall not be responsible

for any delays, errors, failures to perform, or disruptions in the Service caused by or resulting from any act, omission or condition beyond SimplySo and/or Authorized Resellers reasonable control.

9. Limitation of Liability

In no event shall SimplySo or Authorized Reseller be liable concerning the subject matter of this Agreement, regardless of the form of any claim or action, whether in contract, negligence, strict liability or otherwise, for any (A) matter beyond its reasonable control, (B) loss or inaccuracy of data, loss or interruption of use or cost of procuring substitute technology, (C) indirect, punitive, incidental, reliance, special, exemplary or consequential damages including, but not limited to, loss of business, revenues, profits or goodwill or (D) aggregate damages, in excess of the amount paid to SimplySo for the Service out of which the claim arose, during the prior 3 month period, even if SimplySo and/or Authorized Reseller has been advised of the possibility of such damages. These limitations are independent from all other provisions of this agreement and shall apply notwithstanding the failure of any remedy provided herein.

10. Infringement

If a third party initiates a formal lawsuit against Customer and/or End-User, claiming that the licensed Services directly infringe any copyrights or other intellectual property right, SimplySo will pay the costs and damages that a court awards against Customer and/or End-User in the lawsuit, to the extent that the costs and damages directly relate to the claim. Alternatively, SimplySo will pay the cost and damages that SimplySo agrees to in a written settlement of the lawsuit. SimplySo's obligation under this section apply only if Customer and/or End-User (a) promptly notifies SimplySo of the lawsuit in writing, (b) allows SimplySo to control the defense of the lawsuit and any related settlement of the lawsuit. This section states SimplySo's entire liability and Customers and/or End-Users sole and exclusive remedy for infringement claims and actions.

11. Privacy

SimplySo and/or Authorized Reseller will process information about Customer and/or End-User. The

information processed are primarily information about Customer and/or End-User, which Customer have provided to SimplySo and/or Authorized Reseller upon entering into Agreement with Authorized Reseller about purchase of Service. The information includes Customers name, address, number of End-User licenses etc. SimplySo and/or Authorized Reseller will in addition be getting access to relevant information needed to send updates to Customer and/or End-User as well as information and settings needed to track the actual number of licenses provisioned. SimplySo and/or Reseller will only use such information for internal purposes and keep the information strictly confidential. The information will be stored for a period of 5 year following the termination of any agreement between Customer and SimplySo and/or Authorized Reseller.

Customers are at all time allowed to contact SimplySo and/or Authorized Reseller to get information about, which of Customers information is stored.

All personal data are processed in accordance with current law on personal data. SimplySo and/or Authorized

Reseller are entitled to treat all information about Customer and/or End-User, only for the purpose upon

which the information are collected. Any further processing of data about Customer and/or End-User are

performed only to the extent necessary to provide the service specified in this Agreement. SimplySo and/or

Authorized Reseller only transfers personal data to third parties to the extent that this is necessary in order

to improve the service for Customer and/or End-User or to ensure Customers and/or End-Users use of

SimplySo' Service.

12. Rights and remedies

If Customer and/or End-User does not pay due invoices or otherwise not comply with this agreement, and if

this is not due to circumstances which SimplySo and/or Authorized Reseller are responsible for, SimplySo can

without notice terminate Customers and/or End-Users access to the Service and withdraw Customers and/or

End-Users license. Customer agrees that SimplySo and/or Authorized Reseller may communicate with

Customer via e-mail, telephone and SMS.

13. Confidentiality

Confidential Information means all trade secrets, know-how, software and other financial, business or

technical information of SimplySo or any of its Authorized Resellers that is disclosed by or

for SimplySo in relation to this Agreement, but not including any information Customer can demonstrate is (a) rightfully furnished to it without restriction by a third party without breach of any obligation to SimplySo, (b) generally available to the public without breach of this Agreement or (c) is independently developed by Customer without reliance on such information. Except for the specific rights granted by this Agreement, Customer shall not possess, use or disclose any confidential information without SimplySo' prior written consent, and shall use reasonable care to protect the confidential information. Customer shall be responsible for any breach of confidentiality by its employees.

14. Assignment

This agreement and the rights and obligation hereunder are personal to Customer and/or End-User, and may not be assigned or otherwise transferred, in whole or in part, without SimplySo' and/or Authorized Resellers prior written consent.

15. Term and termination

15.1 Term

This agreement shall commence on the effective date, being the day of provisioning and continue in effect until terminated as provided herein.

15.2 Termination

Customer and/or End-User may terminate this Agreement according to the SimplySo Authorized Reseller terms and conditions. This Agreement shall immediately terminate without further notice upon any material breach of this Agreement by Customer and/or End-User. SimplySo shall be entitled to terminate this Agreement with Customer and/or End-User for convenience by given 90 days' written notice.

15.3 Effect of termination.

Upon termination of this Agreement for any reason, all rights, obligations and license of the parties hereunder shall cease.

16. Governing law

This agreement shall be governed by and construed in accordance with Danish law, without regard to its conflicts of law provisions. Any conflict shall be handled by the courts of Copenhagen, Denmark.

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