Context&

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a. Errors, interruptions of use, loss or inaccuracy of data, corruption of the Software or Documentation, or the data or information provided on or via the Software or Documentation;
b. Special, incidental, indirect, or consequential damages, including but not limited to loss of business, loss of profits, business interruption, loss of business information, loss or unavailability of or damage to data, software restoration costs, or damages for personal injury, even if Licensor has been advised of the possibility of such damages;
c. Any matters beyond Licensor's reasonable control, including acts of God, natural disasters, war, civil disturbance, governmental action, or failure of third-party services;
d. Any amounts that exceed the total fees paid by Licensee for the Software during the twelve (12) months immediately preceding the event giving rise to such liability.

6 SERVICE LEVEL AND UPDATES

6.1 The Service Level of the platform or connected service (for example, Microsoft Azure) is outside the control of the Licensor. Any downtime on this platform or connected service is subject to Microsoft's relevant SLA. While Licensor will take every precaution and expend all necessary effort to minimize the risk of a breach of the SLA, there may be circumstances outside of the Licensor's control or the occurrence of unlikely events that may cause the threshold to be reached. Since the Software is not typically characterized as 'Mission Critical', the Licensor does not provide any remedy, compensation, or refunds for charges already paid.

6.2 Licensor may periodically update and upgrade the software at its discretion. It is the Licensee's obligation to ensure that the Software is updated to the latest version.

6.3 Operating with an older version of the Software is at the Licensee's discretion and will be deemed unsupported by Licensor. Support for older versions of the Software can be provided on a case-by-case basis – and based on a separate agreement. This is solely determined by Licensor.

6.4 In the event of a breach of the foregoing warranty, the Licensor shall, at its discretion,

a. Deliver a new copy of the Software without the defect or error, or
b. Remedy or correct the defect or error free of charge if the Licensee provides reasonable information (e.g., error logs) for the Licensor to assess and remedy the breach.

6.5 Reporting an error in the licensed Software, including error logs, is done through the Context& Ticket Management System (TMS), for which Licensee can provide further information on the error. TMS provides the ability to follow the progress of the remedy process.

6.6 Licensee must provide Context& with reliable, accurate, and complete information as required and must ensure that all assumptions are correct.

a. If Context& concludes a bug or error not to originate from the Context& Software, Licensee accepts to cover costs (consumed time) related to the reported ticket. Cost pertaining to consumed time is invoiced at a negotiated rate pr. hour. Examples of such incidents are:
    i. Errors in a third-party application, product, or service, e.g., a product update or undocumented error.
    ii. Issues defined as an error in existing customization or configuration, a mistake made by a person, or a faulty process.

7 CONFIDENTIALITY

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of the Licensor includes non-public information regarding features, functionality, and performance of the Software and its codes. Proprietary Information of the Licensee includes non-public data provided by the Licensee to the Licensor to enable the provision of the Software. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply concerning any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public or (b) was in its possession or known by it before receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without the use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

8 TERMINATION

8.1 Unless otherwise agreed in writing, Licensee's subscription period is for twelve (12) months.

8.2 If this Agreement is terminated by Licensee under Clause 8.3, Licensor will refund Licensee any prepaid

license fees covering the remainder of the subscription term after the effective date of termination.

8.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

a. The other party commits any material breach of this Agreement, and the breach is not remediable; or

b. The other party commits a material breach of this Agreement, and the breach is remediable, but the other party fails to remedy the breach within 30 days following the giving of a written notice to the other party requiring the breach to be remedied or

c. The other party persistently breaches this Agreement (irrespective of whether such breaches collectively constitute a material breach).

8.4 Termination for Convenience: Either party may terminate this Agreement for any reason by providing 120 days' written notice to the other party. In such cases, any prepaid fees covering the subscription period beyond the termination date will be refunded to the Licensee.

8.5 No matter the reason for terminating this Agreement, the other party must destroy all copies of the Software and Documentation in its possession.

8.6 In addition to the foregoing, either Licensee or Context& may immediately terminate any executed Agreement and this specific Agreement by written notice to the other party if: (i) the other party ceases to do business or becomes insolvent; (ii) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debt; (iii) upon the institution of such proceedings against the other party, which are not dismissed or otherwise resolved in such party's favor within sixty (60) days after that; or (iv) upon the other party making a general assignment for the benefit of creditors. In any such case, no Fees paid hereunder shall be subject to repayment or credit in whole or in part in connection with any such termination, nor relieve Licensee of its obligations to make all payments due hereunder without deduction, offset, setoff, counterclaim, or reduction, recoupment, or other charges.

8.7 All sections of this Agreement, which by their nature should survive termination or expiration, will survive termination or expiration, including, without limitation, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, limitations of liability, and miscellaneous provisions.

9 GENERAL

9.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

9.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted. The rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

9.3 This Agreement may not be varied except by a written document signed by or on behalf of each party.

9.4 Either party may assign, delegate, or otherwise transfer all or any part of this Agreement without prior written consent from the other party to any affiliate, provided that the assigning party shall be responsible for any failure of such affiliate to perform its obligations under this Agreement. Any other assignation, delegation, or transfer is subject to the other party's approval, which shall not be unreasonably withheld.

9.5 This Agreement and the associated Software Subscription Agreement, quote, invoice, or order form, is the entire agreement between Licensor and Licensee regarding the Licensee's use of the Software and Documentation and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be (1) the applicable Software Subscription Agreement, quote, invoice, or order form, (2) any exhibit, schedule, or addendum to this Agreement, (3) the body of this Agreement, and (4) the Documentation.

9.6 The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

9.7 This Agreement and all matters arising out of or relating to it shall be governed by and construed exclusively under the laws of Denmark, without giving effect to any choice or conflict of law provision or rule.

9.8 Audit. Except for the use of a Trial License during the Subscription Period, Context& may, no more than once every 12 months, upon seven (7) days prior written notice to Licensee, appoint Context& personnel or an independent third-party auditor (who is obliged to maintain confidentiality) to inspect Licensee records, systems, and if necessary only, its facilities to verify that Licensee's installation and use of Software conform with the license(s) granted by Context&. If the audit discloses a shortfall in licenses for the Software, Licensee will immediately acquire any necessary licenses and subscriptions and pay applicable fees.

9.9 The courts in Copenhagen, Denmark, will have exclusive jurisdiction over any dispute relating to this Agreement, and each party consents to the exclusive jurisdiction of those courts.

9.10 Both parties must comply with the 'GDPR' (the General Data Protection Regulation (Regulation (EU) 2016/679).

10 INVOICING AND SYSTEM DATA

10.1 Licensor might collect usage data from the Software to calculate license-based consumption, operate effectively, and optimize the Software. Collected usage data does not include data that can identify or be reverse-engineered to identify a person, such as ID, name, or initials. The Software does not contain or collect data about ethnicity, religious or political beliefs, sexual orientation, or any health information. As such, this form of data cannot be included in usage data.

10.2 Licensor collects data about how the Licensee interacts with the Software. This data collection complies with GDPR and other applicable data protection laws and does not include personally identifiable information. The data collection can include:

a. A number of resources, time registrants, users, projects, etc., as outlined in the Software Subscription Agreement, order form, quote, or invoice, as the case may be.
b. Product use data: how features are used by the Licensee and how often they are used.
c. Platform: the Licensee's platform, operating system, and browser used to connect to the Software. This includes version information.
d. Error reports and performance data: data about the software's performance and any problems the Licensee might experience.

10.3 Licensor uses the data collected to improve the Software and provide product functionalities and solution performance enhancements - general usability of the solution for end-users, including behavioral and user interface optimizations, general statistical performance optimizations, and optimized BOT, AR, AI, and Machine Learning improvements for the benefit of the industry.

10.4 Licensor does not use this data for advertising purposes.

11 LICENSE FEES

11.1 Licensee shall pay to Licensor the then applicable license fees outlined in the Software Subscription Agreement, order form, quote, or invoice, as the case may be. All license fees cover a subscription period of twelve (12) months unless otherwise agreed in writing. To avoid doubt, the parties agree that subscription License Fees are fully earned upon the grant of the Software license. All License Fees are prepaid annually without any deduction, offset, setoff, counterclaim, reduction, recoupment, or other charge and are non-refundable, except as set out expressly in Clause 8, Termination.

11.2 If it is revealed that Licensee has surpassed its applicable usage limits or Permitted Usage for the Software, it shall pay additional Subscription License Fees for the necessary license. The Subscription License Fee increase shall be based on the then-current Subscription License Fees payable by Licensee pro-rated and co-termed to the applicable invoicing schedule in the Software Subscription Agreement. The parties shall work in good faith to execute an updated Software Subscription Agreement to reflect the actual Software License usage and updated Subscription License Fees.

11.3 Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses (including attorneys' fees) of collection and may result in immediate termination of the license granted to Licensee hereunder.

11.4 Licensee is responsible for all taxes associated with the Software, if any, other than domestic taxes based on Licensor's net income.

11.5 All Context& Software Licenses will be invoiced upon Licensee's signing of the Subscription Agreement. If the Context& Software License has a Subscription License Fee, the subscription period will start when the product(s) are installed or when the Software Subscription Agreement is signed, whichever comes first.

11.6 It is the obligation of Licensee to update Context& on any changes required for future invoicing of upcoming subscription periods. This is related to requirements for new PO number(s) and increasing or decreasing the number of users, resources, time-registrants, or any other usage-based fees.

12 ANNUAL PRICE ADJUSTMENT

12.1 The software license fee will be updated yearly, effective every January 1, to reflect inflation rates. The adjustment is calculated based on Denmark's Consumer Price Index. No reductions in the license fee will occur in the event of disinflation.

13 FORCE MAJEURE

13.1 Neither party is liable for a breach or delay in performance that is caused by an event beyond its reasonable control, including a natural disaster, disease outbreak, war, riot, terrorist action, civil commotion, malicious damage, government action, industrial action, or dispute, fire, flood, storm, or failure of third-party telecommunications or other services. To avoid doubt, this Section shall not affect Licensee's or, if applicable, Partner's/Contracting Entity's payment obligations under the Agreement.

14 SPECIAL TERMS: PARTNERS EXECUTING A SOFTWARE SUBSCRIPTION AGREEMENT ON BEHALF OF LICENSEE

14.1 A Partner is a separate legal entity with which Context& has a valid partner contract for promoting and sublicensing the Software and related Services or for placing and processing orders from Licensees identified in a Software Subscription Agreement. The partner shall take on the payment obligations on behalf of the Licensee.

14.2 If a Partner/Contracting Entity is entering into a Software Subscription Agreement on behalf of Licensee, then references in Section 11 (License Fees), Section 8 (Termination), and obligation to provide specific notices relating to the Agreement and use of the Software may be provided by Context& to Partner or Contracting Entity (as applicable), and Licensee may provide notices and communications to Context& through Partner/Contracting Entity. To avoid doubt, any reference to "Licensee" in the sections mentioned herein shall also be deemed to refer to Partner/Contracting Entity as applicable if they have entered into the Software Subscription Agreement on behalf of Licensee.

14.3 To avoid doubt, this Agreement governs Licensee's use of the Software provided by Context& Affiliates only. Licensee acknowledges that Context& or its Affiliates will not be responsible for any terms, conditions, license grant, warranties, pricing commitments, or any additional obligations offered to Licensee by the Partner/Contracting Entity or its Affiliates or any third party in any contract or otherwise if Context& is not a party to that agreement.

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