

# Standard Terms

Between the parties:  
Vaimero ApS  
Central Business Register (CVR) no. 44837498  
Vesterbrogade 74, 3. sal  
DK-1620 Copenhagen V  
(hereinafter referred to as “Vaimero”)  
&  
Customer name  
Reg. no.  
Address  
Country and city  
(hereinafter referred to as the “Customer”)

Vaimero and the Customer (individually referred to as a “party” and jointly as the “parties”) have entered into these Standard Terms (hereinafter referred to as the “Agreement”).

## Definitions:

- The “Customer” means a business, an organization or other legal entity for which an employee of the business, organization or other legal entity has accepted this Agreement either directly or by accepting Vaimero’s order confirmation.
- The “Platform(s)” means the Platform(s) on which Vaimero delivers digital services under the actual Agreement between Vaimero and the Customer.

## 1. Application and extent

1.1. This Agreement gives the Customer access to Vaimero’s Platform(s) where the Customer can access the agreed services. Within the Platform(s), the Customer has the possibility to process its own leads under the type of subscription chosen.

1.2. The Agreement applies to delivery of the Platform(s) and supplementary services from Vaimero to the Customer, unless the Agreement has otherwise expressly been deviated from or modified through another written Agreement and it can be established with certainty that it was the intention to deviate from this Agreement.

1.3. The parties want to start collaboration where Vaimero is to deliver the Platform(s) to the Customer. The purpose of the Agreement is to set out the terms of the delivery of the Platform(s) to the Customer.

1.4. Vaimero reserves the right to unilaterally modify any unsubstantial provisions of the Standard Terms so the Standard Terms correctly reflect the product, as long as they do not concern the provisions 3.1-3.8, 4.1-4.9, 10.1-10.5, 16.1-16.4. Any such changes shall be notified to the Customer thirty (30) days prior to the change.

## 2. The products

2.1. The Platform(s) is offered to the Customer as a Software as a Service (“SaaS”) to the effect that the Customer – via the internet – can connect to Vaimero’s server and get access to the Platform(s).

## 3. Term and termination of the agreement

3.1. The Agreement enters into force on the date when the Customer accepts Vaimero’s order confirmation or otherwise accepts the Agreement (the “Commencement Date”).

3.2. The period of commitment, agreed in the order confirmation or the invoice, will apply to access to the Platform(s) (subscription) from the Commencement Date.

3.3. Either Party may terminate the Agreement by written notice of one (1) month prior to the end of the subscription commitment period. Unless otherwise agreed, the notice period shall be the current month plus one (1) additional month. If the Agreement is not terminated no later than one (1) month before the expiry of the commitment period, a new commitment period shall automatically commence, corresponding to the commitment period agreed in the most recent order confirmation or invoice.

3.4. The Commencement date and subsequent subscription commitment period will change if the Customer signs an updated order confirmation or any additional terms which materially change their original contractual terms.

3.5. All the Customer’s data is stored in Vaimero’s Platform(s) under the standard retention period, unless the Agreement is terminated in the meantime. In such a case, the provisions in clauses 3.6-3.8 apply. The Customer’s data is only stored in addition to the retention period if a special Agreement has been concluded between the Customer and Vaimero about such storage.

3.6. Upon expiry of the data retention period, Vaimero undertakes to retain all the Customer’s data which Vaimero is in possession of for another period of ninety (90) days.

3.7. During the period stated in clause 3.6, the Customer has at all times access to extract its data or delete its data in whole or in part from its account with Vaimero. The Customer’s data is handed over or extracted in the format used in Vaimero’s or its sub-supplier’s system(s), and

thus no processing/conversion of data is made unless otherwise expressly agreed between the Customer and Vaimero.

3.8. Delivery of the Customer's data in a processed or converted form can be specifically agreed against payment.

## 4. Fees and terms of payment

4.1. The fees of the Customer's use of the Platform(s), onboarding and other services from Vaimero are specified and accepted by the payment of the invoice sent by Vaimero to the Customer.

4.2. Any discounts in the order confirmation or the invoice only apply to the first-year subscription period, unless otherwise specifically agreed in writing.

4.3. All fees referred to in clause 4.1 are non-refundable. The Customer's use of the Platform(s) must correspond to the subscriptions and additional services agreed upon in the order confirmation or the invoice. Misuse of the Platform(s) is considered a material breach under clause 16.1.

4.4. Consultancy, development, or other additional services may be provided separately by Vaimero, against payment by the Customer. The terms and fees of these additional services will be agreed specifically between the Customer and Vaimero, upon the request of the Customer.

4.5. The fees are inclusive of all taxes, except for VAT, at the time of commencement of the Agreement.

4.6. Payment terms are net cash + fourteen (14) days from the invoice date at the payment place designated by Vaimero. Payment must be made without fees or costs to Vaimero. On payment after the due date, the Customer must pay interest at 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, per commenced month on the due balance from the latest timely payment date and until payment is made. The Customer cannot set off the remuneration for the service originating from specified claims from other legal matters.

4.7. An invoice is sent electronically to the email address or the EAN number which the Customer has provided to Vaimero.

4.8. Vaimero adjusts all prices in accordance with the Danish Net Price index published by Statistics Denmark. The prices of Vaimero's services are adjusted on renewal of the Agreement. The adjustment is calculated as the difference between the index from October to October each year. The adjustment has an effect on the Customer's next period of commitment the following year without further notice.

4.9. Vaimero may give notice of other price adjustments at three (3) months' notice before the start of a new period of commitment.

4.10. If the Customer exceeds the number of leads included in the subscribed package, Vaimero is entitled to charge an overage fee of DKK 30 per lead. Overage usage is calculated on a monthly basis unless otherwise agreed in writing. The fee for overage usage will be invoiced separately or added to the Customer's next invoice. All overage fees are considered part of the Customer's contractual payment obligations and are non-refundable.

## 5. Operational stability and support

5.1. Vaimero ensures stable operations, but is not liable for disturbances caused by factors outside Vaimero's control. Disturbances outside Vaimero's control is i.a., but not limited to, disturbances with phone service providers, internet providers and other 3rd party providers etc. Vaimero restores normal operations as soon as possible.

5.2. Vaimero complies with accessibility to the Platform(s) during the term of the Agreement as stated below:

5.2.1. Uptime at 99.9 %

5.2.2. The uptime is measured and calculated per calendar month based on uptime 24/7. On calculation of the uptime, downtime is not included which has been lawfully notified under the Agreement or otherwise expressly accepted by the Customer.

## 6. Safety regulations

6.1. All communication to and from Vaimero's server(s) is encrypted, and firewalls etc. have been established to secure the data in the Platform(s). However, Vaimero cannot make guarantees against hacker attacks that cause system breakdown and/or loss of data.

## 7. Maintenance

7.1. To be able to provide the best possible service, it is necessary periodically to extend/replace technical equipment and to make software updates etc. Therefore, Vaimero performs maintenance and updating of the Platform(s).

7.2. The Customer is advised to sign up for notifications of maintenance and/or updates.

7.3. Vaimero's API is offered in different versions. When a new version is released, Vaimero endeavors that the new version has no impact on previous versions. However, Vaimero cannot guarantee that new versions of APIs do not require new development with the Customer. In cases where Vaimero no longer supports an API version, Vaimero must give at least one (1) months' notice before the said API version is deactivated.

7.4. In connection with maintenance, it may be necessary to interrupt access to the Platform(s). Such interruptions will mainly be scheduled in the period from 21:00 to 06:00 CET. If it becomes necessary to interrupt the access to the Platform(s), outside the stated hours, this will be given prior notice of, unless technical or safety reasons necessitate changing the system at immediate notice.

## 8. Error reporting

8.1. If the Customer ascertains errors, failure or irregularities, the Customer may check if the matter has been registered at [vaimero.com](http://vaimero.com).

8.2. If the matter has not already been registered, the Customer must contact Vaimero without undue delay, see clause 8.3.

8.3. In case of an error report, the Customer must describe the error in writing by using Vaimero's online error reporting procedure, as stated on Vaimero's website, to the effect that Vaimero receives the required information to immediately localize the error.

## 9. Support

9.1. Software updates are included in the subscription price. Vaimero makes available a number of support options. Access thereto depends on the selected type of subscription. Particular support inquiries or individual system adaptations are invoiced separately. This applies to both telephone and written support.

## 10. Liability and limitation of liability

10.1. Each party is liable for damages according to the general rules of Danish law with the limitations below, however to the effect that the limitations only apply, if the loss cannot be attributed to gross negligence or intent with the damage-inducing party.

10.2. Vaimero disclaims liability for damages for any indirect loss or consequential loss, including, but not limited to, operating loss, lost profit, loss of the Customer's data and goodwill with the Customer.

10.3. Vaimero disclaims liability for any damages resulting from any changes made by the Customer unilaterally on the Product and which have not been agreed upon in advance by Vaimero. These changes include, but are not limited to; Additional features, integrations, removal of settings.

10.4. It is the sole responsibility of the Customer to ensure the Customer's employees and any third parties follow at all times the relevant proper usage guidelines, and security recommendations of the Platform(s), which are provided by Vaimero.

10.5. The total compensation amount that the Customer can claim from Vaimero under the Agreement is limited to the smallest amount of the following:

- the total payment received by Vaimero from the Customer under this Agreement for the past twelve (12) months or
- DKK 25,000 per loss per year.

## 11. Processing of third-party data

11.1. For the purpose of using the Vaimero Platform, the Customer opens an account with Vaimero. The account contains the Customer's contact information and user information. The Customer then uploads information about leads and other data on an ongoing basis, including personal data, to its Vaimero account for the purpose of processing of the Customer's leads (hereinafter jointly referred to as the "Customer's data").

11.2. In the relationship between the Customer and Vaimero, Vaimero is the Data Processor, and the Customer is the Data Controller. Vaimero and the Customer have entered into the data processing agreement with related appendices (hereinafter referred to as the "Data Processing Agreement"), which regulates Vaimero's processing of the Customer's data that comprises personal data.

## 12. Force majeure

12.1. If Vaimero cannot perform its services under this Agreement as a result of force majeure, Vaimero cannot be held liable as a result of losses in that context, and the Customer cannot cancel the Agreement, but see clause 12.3.

12.2. Vaimero must inform the Customer without undue delay if a force majeure situation arises. Force majeure is a matter on which Vaimero has no influence, and which Vaimero cannot circumvent within reasonable financial and practical measures. Force majeure may be war, mobilization, terrorist attack, failure/breakdown of public electricity supply, strike, pandemic, fire, flooding etc.

12.3. If the accessibility of the Platform(s) is materially impossible as a result of force majeure, and this lasts for more than thirty (30) days, each party may terminate the Agreement in writing with immediate effect, but in that connection cannot make any claim against Vaimero.

## 13. Intellectual property rights

13.1. The Customer has been made aware that the Platform(s) are protected by copyright, and that the Customer only acquires a non-exclusive, conditional right of use to the Platform(s). The right of use is conditioned on the Customer's payment and compliance with the Agreement, and the Customer has expressly been informed that the right of use is time-limited, so that it automatically lapses on expiry of the Agreement, irrespective of the reason. The right of use cannot be transferred.

13.2. The Customer is only entitled to use the Platform(s) for the use of the Customer's own business.

13.3. The Customer accepts to respect the intellectual property rights. The Customer is liable for the Customer's employees as well as external advisers' compliance with the rights to the use of the Platform(s), and the Customer is obliged to ensure that the Customer's employees and external advisers are expressly made aware that the Platform(s) are protected by copyright and may only be used in accordance with the terms of this Agreement.

## 14. Confidentiality and duty of non-disclosure

14.1. During the term of the Agreement and after its expiry, the parties undertake, vis-a-vis third parties to keep secret all information received from and about the other party to which a party becomes aware of in connection with the Agreement and delivery of the Platform(s) to the Customer. The parties may only use such information in compliance with the Agreement and may not disclose the information unless disclosure is required under law, a court order or an order of a public authority. However, the above does not apply to information that is generally known or publicly accessible, and which is not subject to such restrictions under the law.

## 15. Marketing and communication between the parties

15.1. Vaimero is entitled to use the Customer as a reference unless the Customer has objected expressly and in writing.

15.2. By accepting the Agreement, the Customer gives Vaimero the right to send service and informative notifications to the Customer via email. The emails may contain newsletters and other marketing and information about the Platform(s) and Vaimero's other products and services from time to time.

15.3. The Customer may always unsubscribe to news emails and other marketing.

15.4. Emails that contain operational information are mandatory as they may be of importance to the Customer's use of the Platform(s).

15.5. The Parties may use emails to send reminders and other written messages in relation to the Agreement.

15.6. An email has been received once it has been received in the recipient's email system and under normal circumstances, will be available to the recipient. The fact that an email, due to problems in the recipient's email system is actually not available, is thus at the recipient's risk. It is the parties' liability to give notification about changes to the above contact information.

## 16. Breach

16.1. In case of one of the parties' material breach of the Agreement, the party not in breach may terminate the Agreement without further notice if the circumstance has not been remedied within ten (10) business days calculated from a written claim to the party in breach.

16.2. In the event of bankruptcy, restructuring, liquidation, compulsory dissolution, the entering into a compulsory arrangement with creditors etc., the other party is entitled to terminate the Agreement at immediate notice.

16.3. If the Customer does not pay for the Platform(s) in compliance with clause 4 of the Agreement, Vaimero is entitled to deactivate access to the Platform(s) giving seven (7) days' prior notice. The Customer's access is not re-established until the amount due has been received by Vaimero.

16.4. If Vaimero terminates the Agreement due to the Customer's breach, including non-payment, Vaimero is entitled to keep the prepayment already paid. If the Customer terminates the Agreement due to Vaimero's breach, the termination is made for the future only, and the Customer may demand that the payment be repaid from and including the month in which the breach took place. Deletion of data on termination of the Agreement as a result of breaches takes place in compliance with the Data Processing Agreement.

## 17. Disputes

17.1. The parties agree that the Agreement has been concluded under Danish law, and that any dispute between the parties must be determined according to Danish law.

17.2. Disputes must be sought to be settled amicably through negotiations between the parties. Where a dispute cannot be settled amicably, both parties are entitled to bring the matter before the City Court of Copenhagen as the court of first instance.

## 18. Other provisions

18.1. If a provision of the Agreement is declared illegal, invalid or without enforceability, the provision must notwithstanding be enforced to the largest extent possible according to applicable law, so that the parties' initial intention is reflected. Such provision does not affect the legality and validity of other provisions.

18.2. Any provision of the Agreement which in its nature extends beyond the time when the Agreement expires in whole or in part, must still be valid and binding on the parties.