

HALOPV
Software as a Service (SaaS) Agreement

by and
between

CUSTOMER

(hereinafter: “the **Customer**”)

and

Insife ApS

(hereinafter: “the **Supplier**”)

- both together hereinafter also referred to as “the **Parties**”

1. Definitions

"**Account**" means an account enabling a person to access and use the Hosted Services;

"**Agreement**" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in

"**Business Hours**" means the hours of [08:00 to 17:00 EST] on a Business Day;

"**Customer Data**" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Supplier for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer (but excluding analytics data relating to the use of the Platform and server log files);

"**Customer Personal Data**" means any Personal Data that is processed by the Supplier on behalf of the Customer in relation to this Agreement;

"**Data Protection Laws**" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"**Documentation**" means the documentation for the Hosted Services produced by the Supplier and delivered or made available by the Supplier to the Customer;

"**Effective Date**" means the date of execution of this Agreement;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Hosted Services**" means HALOPV with enabled processes/modules as specified in separate Service Order, which is made available by the Supplier to the Customer as a service via the internet in accordance with this Agreement;

"**Hosted Services Defect**" means a defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Customer or any person authorized by the Customer to use the Platform or Hosted Services;
- (b) any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorized by the Customer;
- (c) a failure of the Customer to perform or observe any of its obligations in this Agreement;

"Hosted Services Specification" means the specification for the Platform and Hosted Services set out in Service Order (As per 05-JUL-2019);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Maintenance Services" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

"Personal Data" has the meaning given to it in the Data Protection Laws as applicable in Copenhagen, Denmark;

"Platform" means the platform managed by the Supplier and used by the Supplier to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"Services" means any services that the Supplier provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;

"Support Services" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

"Supported Web Browser" means the current release from time to time of Mozilla Firefox, Google Chrome, Microsoft Edge or Apple Safari, or any other web browser that the Supplier agrees in writing shall be supported;

"Term" means the term of this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"Update" means a hotfix, patch or minor version update to any Platform software;
and

"Upgrade" means a major version upgrade of any Platform software.

2. Term

- 2.1 This Agreement shall come into force upon the Effective Date.
- 2.2 This Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 7 or any other provision of this Agreement.
- 2.3 In the event of a new Service Order between the parties, which directly impacts the scope of the Hosted Services, this Agreement shall be terminated and a new Agreement with the updated scope shall be provisioned.
- 2.4 Term of license and payment is described in a separate Service Order. Utilization of system / user licenses and / or processes in excess of initially agreed license terms will be handled as per Service Order conditions.
- 2.5. If the excess utilization is not described in Service Order, The Supplier will initiate a Service Order amendment. In case the excess utilization is not agreed in a Service Order or Service Order amendment, the Supplier may suspend the provision of the Maintenance Service provided the Supplier has given to the Customer at least 30 days' written notice, following its intention to suspend the Maintenance Services on this basis.

3. Hosted Services

- 3.1 The Supplier shall ensure that the Platform will, on the Effective Date, generate an Account for the Customer and provide to the Customer login details for that Account.
- 3.2 The Supplier hereby grants to the Customer a worldwide, non-exclusive license to use the Hosted Services by means of a Supported Web Browser, for the business purposes of the Customer, during the Term.
- 3.3 The license granted by the Supplier to the Customer under Clause 3.2 is subject to the following limitations:
 - (a) the Hosted Services may only be used by the officers, employees, agents and subcontractors of the Customer;

- (b) the Hosted Services may only be used by the configured named users providing that the Customer may change, add or remove a designated named user;
- 3.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by the Supplier to the Customer under Clause 3.2 is subject to the following prohibitions:
- (a) the Customer must not sub-license its right to access and use the Hosted Services;
 - (b) the Customer must not permit any unauthorized person to access or use the Hosted Services;
 - (c) the Customer must not use the Hosted Services to provide services to third parties;
 - (d) the Customer must not republish or redistribute any content or material provided from the Supplier as part of the Hosted Services;
 - (e) the Customer must not make any alteration to the Platform, except as allowed by front-end configuration; and
 - (f) the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services without the prior written consent of the Supplier.
- 3.5 The Customer shall use reasonable endeavors, including reasonable security measures relating to account access details, to ensure that no unauthorized person may gain access to the Hosted Services using an account.
- 3.6 The Supplier shall use reasonable endeavors to maintain the availability of the Hosted Services to the Customer.
- 3.7 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:
- (a) a Force Majeure Event;
 - (b) a fault or failure of the internet or any public telecommunications network;
 - (c) a fault or failure of the Customer's computer systems or networks;
 - (d) any breach by the Customer of this Agreement; or
 - (e) scheduled maintenance carried out in accordance with this Agreement.

- 3.8 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
- 3.9 The Customer must not use the Hosted Services:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 3.10 The Supplier may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Supplier under this Agreement is overdue, and the Supplier has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

4. Maintenance and upgrade Services

- 4.1 The Supplier shall provide the Maintenance Services to the Customer during the Term. The Supplier shall operate according own Quality Management System and follow requirements therein.
- 4.2 The Supplier shall where practicable give to the Customer prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Supplier's other notice obligations under this main body of this Agreement.
- 4.3 The Supplier shall give to the Customer prior written notice of the application of a major Upgrade to the Platform. The notice period is described separate Service Level Agreement.
- 4.4 The Customer has the right to cancel an upgrade of their Hosted Services within the notice period of the major Upgrade. This right is forfeited if not communicated in writing before release date of the Upgrade. For maintainability of the Hosted Services, the Customer may not cancel more than one successive Upgrade, hence is committed to at a minimum one annual upgrade.
- 4.5 The Supplier shall give to the Customer written notice of the application of any security/patch Update to the Platform, where practical. However, this may for the sake of platform security be performed immediately with a retrospective notice. The best-intention notice period for security/patch updates is described in separate Service Level Agreement.

4.6 The Supplier may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to the Supplier under this Agreement is overdue, and the Supplier has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

5. Support Services

5.1 The Supplier shall provide the Support Services to the Customer during the Term.

5.2 The Supplier shall make available to the Customer a helpdesk in accordance with the provisions of the Service Level Agreement.

5.3 The Supplier shall provide the Support Services as specified in the Service Level Agreement.

5.4 The Supplier shall respond to requests for Support Services made by the Customer through the helpdesk as described in the Service Level Agreement.

5.5 The Supplier may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Supplier under this Agreement is overdue, and the Supplier has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

6. Force Majeure Event

6.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

6.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

(a) promptly notify the other; and

(b) inform the other of the period for which it is estimated that such failure or delay will continue.

6.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

7. Termination

- 7.1 Either party may terminate this Agreement by giving to the other party at least 90 days' written notice of termination.
- 7.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.
- 7.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- 7.4 Customer Data will at service Termination be offered to Customer as a secure transfer. This will be secured by Supplier's delivery of a privileged access to the AWS S3 bucket where Customer Data are located. Customer Data including backups will be deleted 60 days after terminated services and will be handled according to GDPR provisions.

8. Security, Customer Data, Storage and Protection

- 8.1 Customer data is, unless otherwise specified by the Customer, stored in a Customer-dedicated RDS Oracle database and backups and attachments in a Customer-dedicated AWS S3 Bucket
- 8.2. Any changes to data storage must be at the accept of Customer.
- 8.3 The Parties agree to comply with the GPDR-rules. The Platform and Hosted Service has been assessed by Supplier to comply with GDPR. The Supplier's commitments to Data Privacy is described further in "Insife Data Privacy Policy", available on insife.com

- 8.4 To the extent Customer data is made accessible to the Supplier, e.g. for reasons of application support, this must be clarified and agreed upon in the Data Processing Agreement.
- 8.5 Supplier acknowledges that the Customer Data and all rights of whatever nature in and/or in relation to Customer Data shall at all times be and remain the sole property of Customer and Customer hereby reserves all Intellectual Property Rights or other proprietary rights which may subsist in Customer Data. Supplier shall:
- (a) not delete or remove any proprietary notices or other notices contained within or relating to Customer Data; not alter, store, copy, disclose or use Customer Data, except as necessary for the performance by Supplier of its obligations under this Agreement or as otherwise expressly authorized by this Agreement in compliance with the provisions of this Agreement;
 - (b) take all precautions necessary to preserve the integrity of Customer Data and to prevent any loss, corruption, disclosure, theft, manipulation or interception of Customer Data;
 - (c) make secure back-up copies of Customer Data on such regular basis as is reasonable for the particular data concerned as required by the Disaster Recovery and Business Continuity Plan or as otherwise instructed by Customer; and
 - (d) immediately notify Customer if any of the Customer Data is lost, becomes corrupted, is damaged or is deleted accidentally.

As part of the Services Supplier shall:

- (a) take such steps as are necessary to ensure that, in the event of any corruption or loss of Customer Data howsoever caused, it is in a position to restore or procure the restoration of Customer Data;
- (b) at the request of Customer in the event of any corruption or loss of Customer Data and without prejudice to any other remedies that may be available to Customer either under the Agreement or otherwise, restore or procure the restoration of Customer Data to its state immediately prior to the said corruption or loss;
- (c) notify Customer no later than one (1) day from the date of obtaining actual knowledge of any Data Security Breach and, at Supplier's cost and expense, assist and cooperate with Customer concerning any disclosures to affected parties and other remedial measures as requested by Customer or required under applicable law.

Signatures

Place: _____

Place: _____

Date: _____ 2020

Date: _____ 2020

For: CUSTOMER (Customer)

For: Insife (Supplier)

[Authorized signature]

[Authorized signature]