SOFTWARE LICENCE AGREEMENT

Version: V2512
Effective from: January 1, 2026

These license terms are an agreement ("Agreement") between PROMISE ApS with Company registration no.: DK43700839 (Hereinafter referred to as "Licensor") and the user of the Software ("Licensee"). Licensor and Licensee are hereinafter jointly referred to as "Parties" or "Party".

1. PREAMBLE

1.1. Licensor has developed several Internet based software applications, including "ActionPlanner" (hereinafter referred to as "the Software") for the purpose of planning, organizing and implementing development plans for corporate as well as private customers.

1.2. All amounts stated in this Agreement are in Euros (EUR) unless otherwise specified in the accepted offer document executed between the Parties (the "Accepted Offer"). Where the Accepted Offer specifies a different currency, all amounts in this Agreement shall be converted to that currency at the European Central Bank reference rate on the invoice date, unless a fixed conversion rate is specified in the Accepted Offer.

2. GRANT OF LICENSE

2.1. The Licensor hereby grants Licensee, a non-exclusive and non-transferable license for the use of the Software for the License Term.

2.2. The Licensee acknowledges that all copyrights and other rights, title and interests in the Software are the property of the Licensor, and that the Licensee gains no right, title or interest in the Software other than explicitly granted in this Agreement.

2.3. Each License to the Software under this Agreement provides access for one End-User who may use the software for planning, organizing and implementing action in accordance with the online help documentation. Using the Software may include provision and submission of data, information or other material ("Licensee Data"), which will be stored by Licensor.

2.4. STORAGE ALLOCATION
The disk storage space provided to Licensees at no additional charge is the lowest of: a) 100 MB per End-User; or b) 25 GB total. For example, an organisation with 100 End-Users has access to 10 GB of storage (100 × 100 MB). An organisation with 400 End-Users has access to 25 GB (capped). The Software is designed for action planning and collaboration, not as a primary document storage system. Licensees requiring extensive file storage are encouraged to use dedicated storage services and link to files from within The Software. Additional storage is available in 10 GB blocks at EUR 100 per block per year. Licensor will use reasonable efforts to notify Licensee when storage usage reaches approximately 80% of the allocated storage.

2.5. This license includes access to the functionality in the Software as is today. Furthermore, the license may give access to additional features and modules as may be provided by the Licensor in the future and listed in the Accepted Offer from the Licensor to the Licensee.

3. TERM OF LICENSE

3.1. The term of license is a subscription with a duration of minimum 12 months, that is automatically renewed at the end of the license period ("License Term"). The License Term's start and end dates are specified in the Accepted Offer.

3.2. No later than 90 days prior to a renewal, Licensee can cancel the subscription if he so wishes. Licensor will automatically issue a renewal invoice 30 days prior to a renewal.

3.3. Upon expiration of the License Term the Licensee and the End-Users will not have access to the Software, until the License is renewed and the payment for the new License Term has been made.

3.4. Licensor reserves the right to impose a reconnection fee in the event Licensee's access to the Software have been suspended and access to the Software is requested by renewing the License.

3.5. The Parties agree and acknowledge that Licensor has no obligation to retain Licensee Data and that such Licensee Data may be irretrievably deleted or otherwise made irretrievably inaccessible and/or anonymous if Licensee does not renew the License within 90 days of expiration of the License Term.

4. SUBSCRIPTION FEE & PAYMENT

4.1. Licensee purchases a yearly subscription for up to the number of Licenses (unique End Users) stated in the Accepted Offer from the Licensor.

4.2. The subscription fee for the first License Term of 12 months is stated in the Accepted Offer from the Licensor

4.3. Licensee can request additional licenses to increase the maximum numbers of users if needed. Additional licenses are charged at full yearly subscription fee if requested 6 months or more prior to a subscription renewal, and at half subscription fee if less than 6 months prior to a subscription renewal. Licensee's notification terms are described in section 3.

4.4. Subscription fee is paid in advance one time every year and is non-refundable.

4.5. License fee must be paid in full, on the first day of the Term of License. When payment has been completed the requested license for the Licensee will be activated and the Licensee can access the Software.

4.6. LATE PAYMENT AND SUSPENSION OF SERVICE
In the event of a delinquent payment, the Licensor is entitled to interest in accordance with Danish Law (currently the Danish Interest Act, "Renteloven") from the payment due date until payment is received in full.

If payment is not received by the due date, Licensor shall send a written payment reminder to the Licensee's designated contact. The Licensee shall have fourteen (14) days from the date of such reminder to remit payment in full.

If payment remains outstanding thirty (30) days after the due date, Licensor may, upon seven (7) days' written notice, suspend Licensee's and all End-Users' access to the Software ("Suspension"). During Suspension: a) Licensee and End-Users will be unable to log in to or use the Software; b) All Licensee Data will be preserved and remain secure; c) Automated notifications, reminders, and integrations will be disabled; d) The License Term shall continue to run, and fees shall continue to accrue; e) Licensor shall have no liability for any damages arising from the Suspension. Upon receipt of all outstanding payments including accrued interest and any applicable reinstatement fee, Licensor shall reinstate access to the Software within two (2) business days. A reinstatement fee of EUR 500 applies for each Suspension event. If payment remains outstanding for more than ninety (90) days after the original due date, Licensor may terminate this Agreement immediately upon written notice. Upon such termination: a) All outstanding fees for the full License Term shall become immediately due and payable; b) Licensee Data shall be handled in accordance with the "Erasure and return of data" provisions of the Data Processor Agreement; c) Licensor reserves all rights to pursue collection of outstanding amounts through appropriate legal channels.

4.7. INVOICE DISPUTES

If Licensee disputes any invoice in good faith, Licensee must notify Licensor in writing within fourteen (14) days of the invoice date, specifying the disputed amount and the reason for the dispute. Failure to dispute within this period constitutes acceptance of the invoice as accurate and payable. Licensee shall pay all undisputed amounts by the original due date regardless of any dispute. Withholding payment of undisputed amounts shall be deemed a material breach of this Agreement. Licensor shall not suspend service solely for non-payment of genuinely disputed amounts while the Parties work in good faith to resolve the dispute, provided that: a) Licensee has paid all undisputed amounts when due; b) The dispute was raised within the required fourteen (14) day period; c) Licensee is participating in good faith in resolving the dispute; and d) The disputed amount does not exceed twenty-five percent (25%) of the total invoice amount. If the disputed amount exceeds twenty-five percent (25%) of the invoice, Licensor may require Licensee to pay the disputed amount into an escrow account pending resolution, or may suspend service upon the standard notice period. If a dispute cannot be resolved within thirty (30) days, either Party may escalate per Section 17 of this Agreement. If a dispute is determined to be frivolous or made in bad faith, Licensee shall pay the disputed amount within seven (7) days, plus interest from the original due date, plus Licensor's reasonable costs up to a maximum of EUR 2,500.

4.8. Licensee shall review each invoice upon receipt. An invoice shall be deemed accepted and accurate if Licensee does not submit a written dispute notice within fourteen (14) days of the invoice date. Licensee's payment of an invoice shall constitute final acceptance of the amounts stated therein, except to the extent of any pending dispute properly raised under Section 4.7.

4.9. PRICE ADJUSTMENTS FOR MULTI-YEAR AGREEMENTS

Where the Accepted Offer specifies a multi-year commitment with price adjustments for inflation:

(a) **Index.** Unless otherwise specified in the Accepted Offer, price adjustments shall be based on any increases in the Harmonised Index of Consumer Prices (HICP) for the Euro Area as published by Eurostat.

(b) **Calculation.** Any increase adjustments shall be calculated by comparing the HICP value for October of the year preceding the invoice date with the HICP value for October of the year in which the Agreement commenced (the "Base Year"). For example, for an agreement commencing in 2026, the Year 2 invoice (January 2027) would be adjusted based on the percentage increase change between October 2025 HICP and October 2026 HICP.

(c) **Minimum and Maximum.** Annual price increase adjustments shall be subject to a floor of 0% (prices shall not decrease) and a ceiling of 5% per year. Adjustments exceeding 5% in any single year shall be capped at 5%, with any excess carried forward to subsequent years.

(d) **Notification.** Licensor shall notify Licensee of any price increase adjustment at least sixty (60) days prior to the invoice date for the adjusted period.

5. ADDITIONAL FEATURES AND MODULES

5.1. Licensee has the right to purchase one or more additional features and modules to the product, on conditions and to license fees according to Licensors then current rates.

6. TECHNICAL SUPPORT

6.1. Licensor will supply E-mail support, included in the License fee, with a guaranteed answer within 24 hours (within normal European working hours).

6.2. Licensee has the right to purchase additional Live chat and Telephone support for his Super Users within normal European working hours. The price for this support is stated in the Accepted Offer.

6.3. The technical support also covers any additional modules purchased.

6.4. TIME ZONE CONSIDERATIONS

Licensee acknowledges that Licensor's support operations are based in Central European Time (CET/CEST). For Licensees located outside Europe:

(a) The 24-hour response time guarantee in Section 6.1 is measured in business hours based on CET/CEST, Monday through Friday, excluding Danish public holidays.

(b) Support requests submitted outside CET/CEST business hours will be addressed on the next business day.

(c) For time-sensitive implementation support, Licensee may request scheduled support sessions outside normal CET/CEST business hours. Such sessions are subject to availability and may be charged at 1.5 times the standard consulting rate specified in the Accepted Offer.

(d) Self-service resources including online documentation, video tutorials, and a knowledge base are available 24/7.

7. LICENSEE'S OBLIGATIONS

7.1. The Licensee acknowledges that it does not have the right to grant sub-sublicenses nor have the right to copy, modify, reverse engineer, lease, mirror or rent the Software.

7.2. Accordingly, the Licensee shall have no right to grant any third party access to the Software or data by the means of the Software, and Licensee may only use the Software for purposes inside own organization and legal entity.

7.3. Passwords are issued by the Licensor to the End Users, appointed by the Licensee. Licensee and the End-Users do not have the right to transfer the passwords to any third party.

8. INTELLECTUAL PROPERTY INDEMNITY

8.1. Licensor shall according and limited to clause 8.2 below, indemnify Licensee against claims, liabilities, losses, damages, costs and expenses directly related to any actual or claimed infringement of any patent, copyright, trademark, trade secret or other intellectual property, proprietary or contractual right of any third party, with respect to the Software provided that Licensee promptly (a) give written notice of the claim to Licensor; (b) give Licensor control of the defence and settlement of the claim (provided that Licensor may not settle or defend any claim unless it unconditionally releases of all liability) and (c) provide to Licensor all available information and assistance in connection with such claim.

8.2. In the event that a third party objects to the use of the Software and an infringement is constituted, Licensor shall either (a) obtain the continued right to use the Software or (b) bring the infringement to an end or (c) replace the Software with another product which in general possesses the same functions as the Software or (d) terminate the Agreement without notice and return the License fee paid by the Licensee the last 12 months before termination to the Licensee.

8.3. EXCLUSIVE REMEDY AND LIMITATION
The indemnity and remedies set out in this Section 8 are Licensee's sole and exclusive remedies in respect of any actual or alleged infringement of third-party intellectual property rights by the Software and are subject to the exclusions and limitations of liability in Section 11.

9. COPYRIGHTS AND TRADEMARKS

9.1. All materials contained on the Web Site are Copyright October 1, 2010, PROMISE ApS. All rights reserved.

9.2. No person is authorized to use, copy or distribute any portion the Web Site including related graphics except for graphics and other elements that The Software functionality makes possible e.g. print to pdf file.

9.3. ActionPlanner™ and other trademarks and/or service marks (including logos and designs) found on the Web Site are trademarks/service marks that identify the Software and the goods and/or services provided by PROMISE ApS. Such marks may not be used under any circumstances without the prior written authorization of PROMISE ApS.

10. WARRANTY AND LIMITATION

10.1. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Licensor warrants that it will provide the Software in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Software will perform substantially in accordance with the online help documentation under normal use and circumstances.

10.2. Licensee is responsible for all activities occurring during Licensee's or End-User's use of the Software and Licensee shall abide by all applicable local as well as foreign laws in connection with the use of the Software, including those related to data privacy, and the transmission of technical or personal data.

10.3. Data protection is governed solely by Licensor's Data Processor Agreement (DPA).

10.4. Licensee shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property right to use of all Licensee Data.

10.5. In the event that the Software is unavailable to Licensee and the End-users and the unavailability is due to faults of Licensor, Licensor will refund upon a written request from Licensee a proportional amount of the License fee for the period in which the availability was less than 98 percent. The period of (un)availability will be calculated on a monthly basis.

10.6. Except from the above stated the Software is provided "as is" and without any warranty for defects, delay or any specific functions or suitability for specific business purposes, and the warranties and conditions stated herein are exclusive and in lieu of all other warranties and conditions, whether express or implied, including the implied warranties and conditions of merchantability and fitness for a particular purpose. Licensee shall not be entitled to claim remedies for breach or to assert any claim on the Licensor as in this matter, except as described above.

11. LIMITATION OF LIABILITY

11.1. No consequential damages: In no event shall Licensor or its third-party suppliers or licensors be liable for any loss of profits, loss of revenue, loss of business, loss of data, loss of goodwill, business interruption or any other indirect, special or consequential damages, howsoever caused, whether arising in contract, tort (including negligence) or otherwise, and whether or not the possibility of such loss or damage has been notified to Licensor.

11.2. Aggregate cap: Subject to clause 11.4, Licensor's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, and whether arising out of one or more events, incidents or claims, shall in no event exceed an amount equal to the licence fees actually paid by Licensee to Licensor under this Agreement in the twelve (12) month period immediately preceding the event giving rise to the first such claim.

11.3. Internet and communications issues: The access to the Software may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Licensor is not liable for any delays, delivery failures or other damage resulting from such problems.

11.4. Mandatory law carve-out: Nothing in this Agreement shall exclude or limit either Party's liability to the extent such exclusion or limitation would be unlawful under mandatory applicable law, including any liability arising from intentional misconduct or gross negligence to the extent such limitation is not permitted by such mandatory law.

11.5. Regulatory fines: For the avoidance of doubt, Licensor shall not be liable to indemnify or reimburse Licensee for any administrative fines, penalties or similar charges imposed directly on Licensee by any supervisory authority or other public authority in connection with data-protection, privacy or other regulatory matters. This does not affect Licensee's right to claim direct damages (excluding such fines, penalties or similar charges) resulting from Licensor's breach of this Agreement or the Parties' data-processing agreement, subject always to the limitations and exclusions set out in this Section 11.

12. CONFIDENTIALITY

12.1. The Parties will not disclose or use, at any time during or subsequent to the Agreement, any secret or confidential information of the other Party, including without limitation information about inventions, products, processes, methods, techniques, formulas, compositions, projects, development plans, research, data, financial data, investor relations, potential investors, financing, arrangements, personnel data, computer programs, customer and supplier lists unless Party have the other Party's prior written approval or required by government regulation or any competent court.

12.2. The Party's obligation of confidence and limitation hereunder shall not apply to information which the Party can demonstrate: a) is or becomes generally available to the public otherwise than by reason of breach by the Party of the provisions of this Agreement; b) is known to the Party and is at the Party's free disposal (having been generated independently by the Party or a third party, in circumstances where it has not been derived directly or indirectly from the other Party; c) is subsequently disclosed to the Party without obligation of confidence by a third party owing no such obligations to the other Party in respect of that information; d) is required by law to be disclosed.

13. TERMINATION

13.1. The Agreement is valid from the signing of this agreement and until the cancellation of the License Term.

14. TERMINATION FOR CAUSE

14.1. Either Party may terminate this Agreement by written notice to the other having immediate effect in the event of the other party being in material breach of any of the terms or conditions of this Agreement and, only where such breach is capable of remedy, failing to remedy such breach within thirty (30) days of written notice requiring such breach to be remedied.

14.2. Any breach of licensee's payment obligations or unauthorized use of the Software will be deemed a material breach of this Agreement. Licensor, in its sole discretion, may terminate Licensees, account or use of the Software if Licensee breach or otherwise fail to comply with this Agreement. In addition, Licensee agree and acknowledge that Licensor has no obligation to retain the Licensee data, and may delete such Licensee Data, if Licensee has materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

15. FORCE MAJEURE

15.1. Neither Party shall be liable to the other, nor be deemed to have breached this Agreement, for any failure or delay in performing its obligations (other than payment obligations) where such failure or delay results from circumstances beyond the reasonable control of that Party, including but not limited to: (a) acts of God, natural disasters, extreme weather events, earthquakes, floods, or fires; (b) war, armed conflict, invasion, terrorism, or threat thereof; (c) riots, civil unrest, insurrection, or revolution; (d) government actions, sanctions, embargoes, or regulatory changes; (e) epidemics, pandemics, quarantine restrictions, or public health emergencies; (f) strikes, lockouts, or labour disputes (other than those involving the affected Party's own workforce exclusively); (g) failure or interruption of public utilities, telecommunications networks, or internet infrastructure not caused by the affected Party; (h) cyber attacks, distributed denial of service attacks, ransomware, or similar malicious acts by third parties, provided the affected Party has implemented and maintained reasonable security

measures; or (i) failure of third-party cloud infrastructure providers (such as Microsoft Azure, Amazon Web Services, or Google Cloud Platform) to provide services, provided the affected Party has selected reputable providers and has reasonable redundancy measures in place.

15.2. The affected Party shall: (a) promptly notify the other Party in writing of the Force Majeure event and its expected duration; (b) use reasonable efforts to mitigate the effects of the Force Majeure event; and (c) resume performance as soon as reasonably practicable.

15.3. If a Force Majeure event continues for more than thirty (30) consecutive days, either Party may terminate this Agreement upon fourteen (14) days' written notice to the other Party. Upon such termination, Licensor shall refund to Licensee a pro rata portion of any prepaid fees for the period following the effective date of termination.

16. NOTICE

16.1. <u>METHODS OF NOTICE</u>

(a) **Routine Communications.** Routine communications regarding the Software, including feature announcements, scheduled maintenance notifications, and general updates, may be delivered by general notice within the Software or by email to the Licensee's designated contact.

(b) **Formal Notices.** Notices required under this Agreement (including notices of breach, termination, suspension, or dispute) shall be in writing and shall be deemed duly given: (i) upon delivery, if delivered personally; (ii) upon sending, if sent by email to the designated contact with delivery confirmation, provided no bounce-back or failure notice is received within 24 hours; (iii) five (5) business days after posting, if sent by registered mail or internationally recognized courier service with tracking.

(c) **Designated Contacts.** Each Party shall maintain a designated contact for formal notices as specified in the Accepted Offer. Changes to designated contacts must be communicated in writing at least ten (10) days before taking effect.

(d) **Language.** All formal notices shall be in English.

17. GOVERNING LAW AND ARBITRATION

17.1. The Agreement shall be governed by the laws of the Kingdom of Denmark.

17.2. Any dispute arising out of or in connection with this Agreement, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. The arbitral tribunal shall be composed of one arbitrator, the place of arbitration shall be Copenhagen, Denmark and the language to be used in the arbitral proceedings shall be English.