

On Premises Subscription Agreement

This On-Premises Subscription Agreement ("Subscription Agreement") is entered into between Systemslab ApS, CVR 25716027, Slotsmarken 18, 2., 2970 Hørsholm, Denmark ("Systemslab") and the business customer identified in the accepted Customer Order Form ("Customer"). It sets out the terms on which Systemslab licenses the UXM Software for installation and use in Customer-controlled infrastructure and provides the related Support Services, whether purchased directly or through an authorised Reseller.

The Software, Subscription Level, permitted use, Subscription Term and fees are specified in each Customer Order Form. This Subscription Agreement, the accepted Customer Order Forms, the Data Processing Addendum with Subprocessor Schedule where Systemslab processes Customer Personal Data, the Information Security Addendum and Support Policy as adapted by Sections 10 and 14, and any other expressly agreed documents constitute the Agreement. The listed supporting documents are incorporated by reference in the forms available at <https://www.uxmapp.com/legal> when Customer accepts the Order, unless otherwise expressly agreed. They are available together with this Agreement at <https://www.uxmapp.com/legal> and must be made available or supplied before Customer acceptance. The Order may identify this Agreement together with that legal-documents URL without separately listing each incorporated document. Retain the exact accepted copies. Later website publication does not itself amend accepted terms; changes remain governed by this Agreement, including Section 29 and mandatory transfer requirements. Separately purchased UXM SaaS is governed by the SaaS terms described in Section 20.5; hosted SaaS SLA and SaaS export documents do not apply to a local installation merely because they appear on the legal-documents page.

1 Definitions

"Software" means the UXM programs identified in the Customer Order Form, supplied in object-code form, including the ordered server components, applications, agents and collectors and any patches, corrections, updates or maintenance releases supplied under the Subscription. Software also includes its related Documentation. Source-code rights arise only if expressly agreed or required under an applicable open-source licence. "Subscription" means the licence and included Support Services for the purchased "Subscription Level", edition and capacity during the initial or renewal "Subscription Term" stated in the Order Form.

"Customer Order Form" or "Order Form" means a customer-facing order, quotation or other ordering instrument identifying the Subscription and the applicable Subscription Agreement title and legal-documents URL and its incorporated documents, as identified above. For a direct sale, Customer and Systemslab expressly accept the Order Form. For an authorised reseller sale, Customer accepts the Reseller's customer quote or order and the incorporated Systemslab terms, and Systemslab accepts the matched Reseller Purchase Order as described in Section 2.2. Systemslab need not countersign the Reseller's customer quote or order. The Reseller Purchase Order is a separate Systemslab-Reseller contract and does not replace Customer acceptance or form part of the Customer Agreement.

"Reseller" means a third party authorised by Systemslab to market and resell Subscriptions. "Affiliate" means an entity controlling, controlled by or under common control with a party through more than fifty per cent of voting interests or equivalent ownership rights.

"Content" means data, information, files, logs and other material collected, processed or made available by or on behalf of Customer using the Software. "Customer Information" means Content and other information supplied to Systemslab for support or other services. "Customer Personal Data" has the meaning given in the DPA.

"Documentation" means Systemslab's applicable technical and user documentation for the Software, including documentation at <https://docs.uxmapp.com/> or a notified successor location. The Documentation identifies the supported environment requirements and relevant supported-version information. "Eligible Features and Functions" means the features and functions included in the purchased Subscription Level.

"Support Services" means the product support and included maintenance provided by Systemslab for the purchased Subscription. "Support Policy" means the Systemslab UXM SaaS Support Policy available at

<https://www.uxmapp.com/legal> when Customer accepts the Order, as expressly adapted by Section 10 for on-premises Software. "DPA" means the Systemslab Data Processing Addendum incorporated into this Agreement. "Security Addendum" means the Systemslab Information Security Addendum incorporated into this Agreement.

2 Orders and Reseller purchases

2.1 Order contents and acceptance

The accepted Customer Order records Software and edition, metric and counting rule, quantity, permitted environments and instances, location, dates, fees, billing and any expressly agreed support variation. The renewal rules in Section 6.2 apply unless an expressly accepted Order variation states otherwise. It identifies the applicable Subscription Agreement title and legal-documents URL and its incorporated documents under the incorporation paragraph above and each accepting person, authority, date and evidence.

Systemslab provides installation, activation, licence-validation, supported-version and data-export instructions through its Documentation or customer onboarding, before activation. Material technical requirements and limitations are disclosed before Customer accepts the Order.

2.2 Reseller purchases

Customer and Reseller separately agree retail prices, payment and independent Reseller services. Systemslab provides the Software licence and included support under this Agreement and is not responsible for Reseller acts, omissions or commitments it has not expressly accepted. Customer shall accept Systemslab's terms and subscription details before activation; Reseller may transmit acceptance but cannot replace it. Variations require Systemslab's and Customer's express written acceptance. Customer's express acceptance may be recorded in Reseller's own quote or order incorporating the applicable Systemslab terms, or in the Systemslab Reseller Customer Subscription Acceptance template. Systemslab's written acceptance of the matched Reseller Purchase Order confirms the Customer, deployment, product scope, quantity, term, region or local location, applicable Systemslab documents available at the legal-documents URL when Customer accepted and any expressly approved variations. Together with Customer's acceptance, that confirmation establishes the Customer Agreement for the matched Subscription. Reseller shall communicate the supply confirmation to Customer before delivery or activation, without disclosing confidential purchase prices. Systemslab does not thereby accept Reseller's separate retail pricing, billing or service commitments, except for the Customer retail fee basis and financial protections expressly provided in this Agreement. Reseller shall supply the required Customer acceptance evidence; neither delivery nor activation may precede Customer acceptance and Systemslab's supply acceptance.

Systemslab shall not suspend or terminate solely for Reseller non-payment if Customer reasonably proves full payment to its authorised Reseller for that period. Its licence and included support continue through the paid period without payment again.

Before suspension solely for Reseller non-payment, Systemslab shall give Reseller 30 calendar days' written notice to remedy overdue undisputed payment and Customer at least 30 calendar days' written notice to provide payment evidence or agree alternative supply or billing. Notices may overlap; the licence and included support continue during Customer's notice period. If Customer has not paid and no alternative is agreed, suspension requires expiry of both notices and unresolved Reseller non-payment, subject to Section 19 and law. Future supply or billing changes require Customer's written acceptance. Customer need not settle Reseller's debt. Reseller non-payment is not itself Customer's breach; other permitted suspension or termination grounds remain available.

2.3 Separately ordered services

Systemslab installation, migration, configuration, training, managed updates and other professional services are outside this Agreement and require a separately accepted Services Statement of Work with its own terms, scope, fees and liability provisions. They are not purchased under a Subscription Order Form. Included product support and retrieval assistance remain governed by this Agreement. Reseller's independent services use its own Customer contract and do not bind Systemslab.

3 Affiliates and contractors

"Authorised Users" are Customer's and its Affiliates' employees, contractors and service providers, including a Reseller appointed by Customer, whom Customer authorises to use the Software on its behalf. Customer shall ensure their compliance with the Agreement and is responsible for their acts and omissions in that use. Their combined use must remain within the licence metric, quantity and deployment scope purchased and serve Customer's or its Affiliates' internal business purposes. Infrastructure supplied by a hosting provider engaged and controlled by Customer remains Customer's environment.

4 Customer administration and access

Customer is responsible for administration of its installation, Authorised Users, permissions and credentials and for preventing unauthorised access. Customer shall promptly notify Systemslab of known or reasonably suspected unauthorised access affecting the Software or Systemslab-controlled processing. Systemslab shall provide the licence and support credentials required for its agreed delivery.

Systemslab remote access requires Customer's authorisation and an agreed secure method. Customer controls access to its environment. A support request does not grant unrestricted or permanent access. Systemslab remains responsible for its personnel and authorised providers.

5 Software licence and updates

Subject to compliance and payment, Systemslab grants a limited, non-exclusive, non-transferable, non-sublicensable licence to install and use the ordered object-code Software during the Subscription Term for Customer's and its Affiliates' internal business purposes through Authorised Users. Capacity, counting rules, level and permitted environments are those expressly ordered. Ownership remains with Systemslab; no perpetual licence is granted.

Customer may make installation, backup and recovery copies within that scope and internal Documentation copies for authorised use, retaining proprietary notices. Backup copies grant no extra concurrent production use.

Production, test, development and standby installations must be permitted by the Order. Extra entitlement requires an accepted Order; no additional metric, automatic true-up or overuse premium is created here.

Included generally available patches, corrections, updates and maintenance releases form part of the Software. New products, editions and separately priced features require an Order. Updates grant no perpetual rights and may not impose new fees or restrictions on purchased use, change the agreed liability allocation or materially reduce purchased core functionality or contractual security protection during the term, unless expressly agreed by the relevant parties or required by mandatory law.

Unless separately engaged to do so, Systemslab does not test or apply Customer's updates. Customer shall test and install them and maintain supported versions. Systemslab shall provide reasonable version and requirement information and may reasonably require an available update for vulnerabilities, issue resolution or compatibility. Supported-version information and update delivery instructions are provided under Section 2.1.

6 Subscription term and renewal

6.1 Initial term

The initial Subscription Term shall be twelve (12) months unless a longer term is stated in the applicable Order Form. No Subscription is supplied on a perpetual basis.

Mandatory termination and other statutory rights remain unaffected by the minimum term and renewal requirements.

6.2 Renewal

Unless the Order states otherwise, Subscriptions renew for successive 12-month terms unless either party gives written non-renewal notice at least 90 days before expiry. Any alternative renewal term must be at least 12 months.

The end of a Reseller appointment does not end or amend Customer's Subscription. A renewal through the former Reseller needs Systemslab's transaction-specific written approval and Reseller's written acceptance. Changes to Customer's seller, billing or commercial terms need Customer's written acceptance. Systemslab shall notify proposed supply or billing changes and, before Customer's non-renewal deadline, secure an accepted renewal or binding continued-supply arrangement, or give valid non-renewal notice.

Systemslab shall honour already-binding renewals, including where the notice deadline has passed, and promptly arrange supply and billing. Customer's term and prices continue, Section 2.2 applies and Customer shall not pay twice for the same entitlement and period.

6.3 Renewal pricing

Systemslab may adjust Subscription fees for a renewal term by providing Customer with written notice at least thirty (30) days before the applicable non-renewal deadline. With the standard ninety (90) day non-renewal deadline, notice must therefore be given at least one hundred and twenty (120) days before expiration of the then-current Subscription Term.

For Subscriptions purchased through a Reseller, Customer renewal pricing is determined independently by the Reseller under its agreement with Customer. The Reseller shall provide the required renewal-price notice within the same period.

A fee increase notified after the applicable deadline shall take effect only for a later renewal term unless Customer expressly agrees otherwise in writing. Any increase by Systemslab materially exceeding its generally applicable price adjustment for the relevant Subscription should be identified specifically to Customer.

6.4 Upgrades

Customer may upgrade its Subscription Level during a Subscription Term by entering into an additional or replacement Order Form.

Unless otherwise agreed, upgrades shall not shorten the existing Subscription Term.

7 Customer infrastructure and availability

Customer supplies and secures its infrastructure, capacity, connectivity and third-party products and maintains tested local backups and recovery. Systemslab supplies documented installation and environment requirements. These responsibilities do not reduce its Software warranty, duties for processing under its control or other contractual liability.

SaaS availability, credits, maintenance windows, cloud backup and hosting recovery commitments do not apply to Customer-controlled installations. Managed hosting, backups, recovery or specific availability require an expressly accepted scope and commitment. Customer shall coordinate local maintenance with support where reasonably necessary. Separately ordered SaaS uses its own Customer Agreement, SLA and Export Guide.

8 Delivery and activation

Systemslab supplies the ordered Software, installation Documentation and licence or activation information. The Subscription starts on its ordered date; Customer installation or use delays do not move it unless agreed.

Validation is limited to disclosed information reasonably needed to establish entitlement and administer the Subscription. Material validation requirements, information transmitted through licence validation and expiry restrictions are disclosed before Customer accepts the Order; practical instructions are provided under Section 2.1. No undisclosed Content collection or remote access is authorised. Open-source and third-party licences govern their components to the extent of conflict; Systemslab supplies applicable notices with Software, Documentation or at a designated location.

9 Customer Content

9.1 Ownership and control

Customer retains all right, title and interest in its Content and controls data held in its environment. Systemslab does not host or routinely receive that data merely because Customer licences the Software. Systemslab does not acquire ownership of Content.

9.2 Processing by Systemslab

Customer grants Systemslab and its authorised providers a limited, non-exclusive right to process Customer Information actually supplied or accessed solely as necessary to provide the agreed support or services, maintain security and service integrity, follow Customer's lawful instructions or comply with law. Personal-data processing remains subject to Section 14 and the DPA. This right does not authorise access to all data processed locally by Customer.

9.3 Customer responsibilities

Customer is responsible for the legality and accuracy of Content, obtaining the permissions and legal bases necessary for its monitoring and for supplying information to Systemslab, lawful use of the Software and its local backup and retention arrangements. Customer shall limit support materials to information reasonably necessary for the case.

9.4 Export and deletion

Customer may export and retain its locally held Content using the documented methods. Expiry retrieval is governed by Section 20.4. Customer controls deletion of data in its own environment. Systemslab shall return or delete Customer Information in its possession under Section 20.4 and the applicable DPA; it has no general right to delete Customer's local data.

10 Product support

Systemslab provides included product support directly under the versioned Support Policy. For this deployment, its production SaaS references mean supported production Software in Customer's environment and its Subscription Agreement references mean this Agreement. Its scope, exclusions, hours, targets, channels, escalation and cooperation terms apply; SaaS references create no on-premises SLA or credits.

Standard initial-response targets are Urgent 4, High 8, Medium 12 and Low 24 business hours, using commercially reasonable efforts during the Policy's Copenhagen support hours. Customer shall provide reasonably available diagnostics, authorised contacts and troubleshooting cooperation. Remote access follows Section 4. Infrastructure administration, training and professional services are separate. Policy updates may not materially reduce included support during the current term.

11 Fees payment and taxes

11.1 Payment and annual commitment

For direct purchases, Systemslab invoices Customer as stated in the Order Form. Customer shall pay undisputed invoices within thirty (30) days from the invoice date unless the Order Form states otherwise, in the stated currency. For Reseller purchases, Customer pays Reseller under their separate agreement. The Order Form shall state annual billing and payment dates.

Each accepted Order Form is a binding commitment for the full fees for the agreed Subscription Term. Except as expressly provided in this Agreement or required by law, commitments are non-cancellable and fees are non-refundable. Customer may not cancel or reduce a Subscription for convenience. Reduced usage, cessation of use or removal of the Software does not reduce fees. Section 11.5 governs early termination.

11.2 Disputed invoices

Customer shall notify Systemslab promptly of any good-faith invoice dispute and shall pay all undisputed amounts when due.

The parties shall cooperate in good faith to resolve disputed amounts.

11.3 Taxes

Fees exclude applicable VAT, sales, use and similar transaction taxes.

Customer shall pay applicable taxes properly imposed on the transaction, excluding taxes based on Systemslab's net income.

Where withholding is legally required, the parties shall cooperate reasonably regarding available exemptions, reductions or documentation.

11.4 Refunds and cancellation

Subscription refunds and fee cancellations shall be calculated on the corresponding recurring subscription charges paid or payable by Customer to Systemslab for direct purchases or to its authorised Reseller for Reseller purchases, including Reseller margin. The subscription Order records only the applicable subscription charges; separately ordered professional services and training use their own Services Statement of Work. Qualifying charges include recurring platform charges supplied as part of the Subscription and exclude taxes and those separate items. Applicable tax adjustments shall be made separately.

Where a valid termination entitles Customer to a refund or charge cancellation, Customer shall receive a refund of unused prepaid subscription charges pro rata by time and cancellation of unpaid subscription charges for that unused period from the effective termination date. No refund arises merely because Customer changes its mind or for services already delivered, except where an express remedy or law requires otherwise.

Systemslab shall promptly communicate the affected Subscription, effective termination date and unused period and shall not unreasonably withhold or delay confirmation. Confirmation is not an additional condition for exercising an otherwise valid termination or refund right. Adjustments shall be processed within thirty (30) calendar days after the termination giving rise to them takes effect. Refunds shall be paid in cash and shall not depend on renewal.

Systemslab shall provide refunds and charge cancellations for direct purchases. For Reseller purchases, Reseller shall provide them under its agreement with Customer, and Customer seeks payment or invoice adjustment from Reseller. Systemslab shall require Reseller to include and perform these obligations within the same deadlines. This Section does not exclude other liability or override mandatory law. No standard availability service credit arises for on-premises use.

Contractual subscription refunds and Service Credits where applicable are subject to, and consume, the shared liability cap in Section 18.2, using the Customer fee basis stated there. They do not create an additional or uncapped liability allowance. Cancellation of unpaid unused-period fees takes effect in full and does not consume that cap. Applicable tax adjustments follow the adjustment actually made. Mandatory-law remedies and the exceptions in Section 18.3 prevail.

11.5 Financial effect of early termination

(a) Customer breach. If Systemslab validly terminates for Customer's material breach under Section 20.1, including non-payment, prepaid subscription fees are not refunded and unpaid fees committed for the rest of the current Subscription Term remain payable on the agreed billing dates. No fees arise for an uncommenced renewal term. No separate penalty or automatic acceleration of future instalments applies. Mandatory law and overriding statutory termination rights remain unaffected.

(b) Systemslab breach, insolvency and specified remedies. If Customer validly terminates for Systemslab's uncured material breach under Section 20.1 or qualifying insolvency under Section 20.2, unused prepaid subscription fees shall be refunded pro rata by time, subject to the shared cap in Section 18.2, and unpaid subscription fees for the period

after termination shall be cancelled in full. Express remedies under Sections 15 and 16 remain applicable. Section 11.4 governs administration and Section 18 governs other liability and its exceptions.

(c) Other termination rights. Termination solely under DPA Section 5.4 does not itself create a prepaid-fee refund, additional termination charge or acceleration of future fees; unpaid subscription fees attributable to periods after that termination are cancelled. Other valid early terminations follow their express remedy provisions and mandatory law. The general annual commitment alone does not create a separate statutory-exit charge.

(d) No double recovery. Any permitted termination charge shall be credited with prepaid amounts for the same unused period. Fees for services supplied through termination, retained prepayments and additional amounts collected shall not recover the same amount twice. Separately ordered services and training remain subject to their own terms.

12 Intellectual property and acceptable use

12.1 Ownership

Systemslab and its licensors retain all rights in the Software, Documentation, support materials, technology, enhancements, derivative works and trademarks. Customer receives only the licence and other rights expressly granted in this Agreement. No ownership or intellectual property right is transferred to Customer.

12.2 Restrictions

Except as expressly permitted by this Agreement or mandatory law, Customer shall not, and shall not permit Authorised Users or others acting on its behalf to, reverse engineer, decompile or disassemble the Software; make unauthorised copies, modifications or derivative works; resell, sublicense, rent, lease or commercially provide it to third parties; circumvent licence or security controls; remove proprietary notices; operate an unauthorised competing hosted service; attempt unauthorised access or disruption; or conduct or publish competitive benchmarking primarily to develop or promote a competing commercial product without Systemslab's prior written consent. Rights that cannot lawfully be restricted remain unaffected.

12.3 Acceptable use

Customer shall not knowingly use the Software unlawfully, to damage or materially impair Systemslab systems, introduce malware, process Content it has no lawful right to process, or for prohibited high-risk or regulated purposes expressly excluded in the Documentation or Order Form.

13 Confidentiality

13.1 Confidential information

Confidential Information is non-public information disclosed by one party that is identified as confidential or reasonably understood to be confidential. It excludes information the recipient can demonstrate is publicly available without breach, lawfully known before disclosure, lawfully received from an independent third party without restriction or independently developed without use of the discloser's Confidential Information.

13.2 Protection and use

The recipient shall use Confidential Information only for purposes relating to the Agreement, protect it with at least reasonable care and disclose it only to personnel, Affiliates, advisers and contractors with a legitimate need to know and appropriate confidentiality obligations.

13.3 Required disclosure

A recipient may disclose information where legally required, giving reasonable advance notice where permitted and limiting disclosure to what is required.

13.4 Injunctive relief

Unauthorized use or disclosure of Confidential Information may cause irreparable harm. Either party may seek appropriate injunctive or equitable relief in addition to other remedies available at law.

14 Personal data and information security

14.1 DPA and on premises processing details

The DPA applies where Systemslab processes Customer Personal Data on Customer's behalf, including authorised remote support, diagnostics and support records. Processing for separately ordered professional services is governed by the processing terms incorporated into the separate Services Statement of Work. Licensing the Software does not itself place Customer's local data in Systemslab's custody or authorise Systemslab to collect it.

For that on-premises processing, this Section expressly completes the subject matter, purpose, processing operations, data-subject and personal-data details in DPA Annex I for the Subscription. Its purpose is to provide, operate, secure, maintain and support the subscribed Software according to Customer's documented instructions. Applicable processing consists of receipt, access, analysis, storage, communication, return and deletion of the information necessary for that authorised support.

Applicable data consists of business contact details and personal data actually supplied or accessed in authorised support communications, documentation or diagnostics. Data subjects are Customer personnel requesting support and other individuals whose data appears in those materials or environments. Additional processing outside subscription support requires separately accepted processing terms; processing for professional services is identified in its own Services Statement of Work. This Section does not authorise collection of all data processed locally by Customer.

Systemslab and Customer expressly accept these deployment-specific processing details by accepting this Agreement. All other DPA safeguards and mandatory transfer terms remain applicable. DPA Annex III providers apply only to the activities for which they actually process Customer Personal Data; GCP SaaS hosting is not included merely by licensing on-premises Software. References in the DPA to the Subscription Agreement and its Sections 11.4 and 30.6 mean this Agreement for this Subscription. SaaS-specific purpose and export provisions are not applied to Customer's local installation.

14.2 Security responsibilities

Systemslab shall maintain appropriate technical and organisational measures under the Security Addendum and DPA Annex II for processing under its control, including its support repositories and authorised remote access. The Security Addendum's references to the Subscription Agreement mean this Agreement for this Subscription. Customer's local hosting, access controls, administration, backups and recovery remain its responsibility under Sections 4 and 7. Systemslab may update its measures only without materially reducing overall contractual protection during the current term.

Security concerns may be reported to legal@uxmapp.com. Systemslab's incident and Personal Data Breach obligations under the Security Addendum and DPA apply to processing for which it is responsible. Customer remains responsible for lawful monitoring and the security of its own environment.

15 Warranties

15.1 Support Services

Systemslab warrants that Support Services will be performed in a professional and workmanlike manner consistent with generally accepted industry practice.

If Customer gives Systemslab reasonable notice of a material breach of this warranty, Systemslab shall re-perform the affected Support Services where reasonably possible.

15.2 Software

Systemslab warrants that the Software will materially conform to the applicable Documentation during the Subscription Term when used in a supported environment and within the licensed scope. Customer shall notify Systemslab in writing of a material non-conformity. Systemslab shall use commercially reasonable efforts to correct or replace the affected Software at no additional charge.

If Systemslab cannot correct a material non-conformity within thirty (30) days after receiving sufficient written notice and it materially prevents Customer from using the Software, Customer may terminate the affected Subscription. Unused prepaid subscription fees shall be refunded pro rata by time and unpaid subscription fees for that unused period cancelled under Section 11.4.

15.3 Exclusions

The warranties do not apply to the extent the relevant problem results materially from unauthorised modification, misuse, use contrary to Documentation, Customer-controlled infrastructure or third-party products outside Systemslab's control. They continue to apply to Systemslab's Software and performance for which it is responsible.

15.4 Disclaimer

Except for the express warranties stated in the Agreement and to the maximum extent permitted by applicable law, neither party makes additional implied or statutory warranties.

16 Intellectual property indemnity

16.1 Systemslab indemnity

Systemslab shall defend Customer against a third-party claim that Customer's authorised use of the Software infringes the claimant's intellectual property rights and shall pay damages finally awarded against Customer or settlements approved by Systemslab, subject to this Section and Section 18.

16.2 Exclusions

Systemslab has no obligation to the extent a claim arises from Customer modifications, unauthorised combinations with third-party products, use contrary to the Agreement, continued use after Systemslab provides a non-infringing alternative or Content.

16.3 Remedies

If the Software becomes, or Systemslab reasonably expects it to become, subject to an infringement claim, Systemslab may obtain the right for continued use or modify or replace the affected Software with materially equivalent non-infringing functionality. If neither solution is commercially reasonable, Systemslab may terminate the affected Subscription and refund unused prepaid subscription fees pro rata by time and cancel unpaid fees for that unused period under Section 11.4.

16.4 Claim procedure

The indemnified party shall give prompt written notice, reasonable cooperation and control of the defence and settlement to the indemnifying party. No settlement may impose liability, an admission of wrongdoing or material non-monetary obligations on the indemnified party without its prior written consent.

Systemslab's intellectual property indemnity, including contractual refunds, is subject to the shared cap in Section 18 unless an expressly accepted Order Form states a different cap.

17 Customer indemnity

Customer shall defend and indemnify Systemslab against third-party claims to the extent arising from Content infringing third-party rights, Customer's unlawful use of the Software or material violation of the acceptable-use provisions. Section 16.4 applies correspondingly.

18 Limitation of liability

18.1 Excluded losses

To the maximum extent permitted by applicable law and subject to Section 18.3, neither party nor its Affiliates shall be liable under this Agreement for lost profits, revenues or goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, regardless of the form of action or whether advised of their possibility. Covered third-party damages, approved settlements and reasonable defence costs under the express indemnities are recoverable subject to the applicable cap.

18.2 General liability cap

Except as provided in Section 18.3, each party together with its Affiliates shall have one aggregate liability cap under this Agreement equal to the qualifying subscription fees actually paid for the services giving rise to the liability in the twelve (12) months preceding the first incident out of which the liability arose. The cap is shared by all claims relating to those services, including contractual refunds, Service Credits where applicable, indemnification, defence costs, damages and settlements; it is not a separate cap for each claim or Order Form. Related claims arise at their first incident. There is no first-year minimum or committed-fee floor, and fees paid outside that twelve-month period do not count.

The cap applies regardless of whether a claim is in contract, tort or otherwise. Refunds and Service Credits actually provided count towards, and reduce, the remaining cap; the same amount shall not be counted or recovered twice. Cancellation of unpaid fees for a period after valid termination is a release of the corresponding payment obligation and is effective in full without consuming the cap. The cap cannot reinstate cancelled fees or prevent a valid termination, mandatory switching, retrieval or erasure.

For direct purchases, qualifying subscription fees are the amounts actually paid by Customer to Systemslab. For Reseller purchases, they are the amounts actually paid by Customer to its authorised Reseller, including the Reseller's margin. Both bases include recurring platform charges supplied as part of the affected subscription and exclude taxes, separately ordered training or professional services, one-off charges and unrelated products. Payments are counted when actually made and are not allocated pro rata over the periods they cover. Reseller shall apply this Customer fee basis and shared cap to its contractual subscription refunds and Service Credits payable to Customer under Section 11.4. Systemslab's settlement with Reseller is separately governed by the Reseller Agreement and uses Reseller purchase fees.

Separately ordered professional services and training are outside this Agreement and are governed only by the separately accepted Services Statement of Work and its own services terms. Included subscription Support Services remain governed by this Agreement and its subscription cap. The same loss shall not be recovered twice.

18.3 Exceptions

The cap and excluded-loss provisions do not apply to fraud or fraudulent misrepresentation, gross negligence or wilful misconduct, or liability that cannot lawfully be limited. Customer's payment obligations properly due under the Agreement are not limited by the cap, subject to valid fee cancellation and other agreed financial adjustments. Unless Systemslab and Customer expressly accept a different subscription cap in an Order Form, confidentiality, data protection, security and intellectual property indemnification remain subject to the general cap. Any agreed variation must identify the covered risks and state whether contractual refunds and Service Credits remain within that cap.

18.4 No double recovery

Neither party may recover more than once for the same loss.

19 Suspension

Systemslab may suspend the affected Software licence or Support Services where reasonably necessary because undisputed fees are materially overdue, Customer's use creates an immediate material security risk, Customer

materially violates the Agreement, suspension is required by law or continued use threatens the security or integrity of Systemslab systems. Section 2.2 protects Customers who have paid Reseller.

Before suspension for overdue fees, Systemslab shall give Customer at least thirty (30) calendar days' written notice and an opportunity to remedy non-payment or provide payment evidence. The notice may run concurrently with a material-breach cure period; termination is governed by Section 20. For Reseller non-payment, Section 2.2 also applies.

For other grounds, Systemslab shall give reasonable advance notice and an opportunity to remedy except in an emergency or where legally prohibited. Suspension shall be limited, where reasonably possible, to the affected licence, user or support service and lifted promptly when the issue is resolved. Any licence-key restriction shall respect the paid-Customer protections and agreed notice requirements. This Section does not authorise Systemslab to access or delete Customer's locally stored data.

20 Termination and expiry

20.1 Material breach

Either party may terminate an affected Subscription if the other party materially breaches the Agreement and fails to remedy the breach within thirty (30) calendar days after receiving written notice describing the breach.

A shorter cure period may apply where the breach cannot reasonably remain uncured for thirty days because of security, illegality or other urgent circumstances.

20.2 Insolvency

Either party may terminate an affected Subscription to the extent permitted by applicable law if the other party enters liquidation, bankruptcy or equivalent insolvency proceedings and such proceedings are not dismissed within a reasonable period.

20.3 Effect of termination

On expiry or valid termination of a Subscription, Customer's ordinary licence ends and Customer shall stop using the affected Software, except for the retrieval rights in Section 20.4 and any other agreed or mandatory right. After the retrieval period, Customer shall uninstall or securely delete the Software copies, except legally required retained copies that remain inaccessible for ordinary use. Customer shall give reasonable written confirmation on request. Retaining an installation or licence key creates no perpetual right or renewal entitlement. Section 11.5 governs the resulting payment, refund and cancellation obligations.

20.4 Local data retrieval and return

During the Subscription Term, Customer is responsible for exporting and retaining its locally held Content using the documented methods. Systemslab shall provide documented export methods and reasonable product support. Available export formats, procedures and instructions for any post-expiry licence arrangement are provided through the Documentation or onboarding before activation and remain reasonably available.

For thirty (30) calendar days after expiry or termination, Customer may retain and use the installed Software solely as reasonably necessary to retrieve existing Content, without collecting new monitoring data or performing other production functions. This limited right does not extend the paid Subscription, create a renewal or add a fee. Customer remains responsible for its environment. Systemslab shall provide the licence-key arrangement or documented export method needed to enable that retrieval throughout the period. A longer period applies where required by law or expressly agreed.

Where an export-only mode is supported, it may be used. Otherwise, Systemslab shall provide a temporary licence valid for the retrieval period and restricted by this Agreement to retrieving existing Content. Customer shall disable new data collection during retrieval and shall not use a temporary retrieval licence for production monitoring. The temporary licence expires at the end of that period. Systemslab shall provide activation or replacement instructions in

time to preserve the full retrieval period; Customer shall cooperate reasonably. This clause does not represent that a technical read-only mode is available.

Customer may retain its own data independently of the Software. Removing Software does not transfer ownership of Content or authorise Systemslab to erase Customer-controlled copies. Systemslab shall return or delete Customer Information in its possession at Customer's choice and in accordance with the DPA and applicable retention and retrieval obligations. Required legal retention shall be limited and protected; protected backups shall follow the documented DPA retention and deletion requirements.

Standard product support for documented retrieval and mandatory assistance remain within their applicable scope. Additional migration or project services require a separately accepted scope and price. A cloud export or hosting service is included only if expressly ordered.

20.5 Mandatory rights and separate hosted services

Nothing in the Agreement restricts a mandatory switching, retrieval, erasure or termination right applicable to a service actually supplied by Systemslab. Such a right prevails over inconsistent minimum-term, renewal, fee or expiry provisions to the extent required by law. It does not itself authorise Systemslab to access or delete Customer-controlled local data.

Any separately ordered Systemslab-hosted UXM SaaS shall be supplied under the separately accepted UXM SaaS Subscription Agreement and its applicable SLA and Export Guide. Those hosted-service switching and exit terms govern that service and do not automatically govern the local Software licence. Termination of a hosted service affects this Software Subscription only to the extent expressly agreed or required by law.

20.6 Survival

Provisions intended by their nature to survive remain effective, including confidentiality, ownership, data protection, payment, indemnities, liability limits, governing law and accrued rights.

21 Diagnostics and licence information

Systemslab may process diagnostic information actually provided for authorised support and the entitlement information disclosed for licence validation under Section 8. Such use is limited to the agreed support, security, administration and Customer instructions. This Agreement does not authorise routine transmission of locally collected monitoring data to Systemslab.

Personal data shall be processed under the applicable DPA or other lawful disclosed arrangement for the actual activity. Systemslab may use information lawfully aggregated or anonymised so that it does not identify Customer or an individual for the operation, security, maintenance and support of the Software, without disclosing Customer Confidential Information or expanding its right to collect data.

22 Compliance and export controls

Each party shall comply with laws applicable to its own performance under the Agreement, including applicable export-control and sanctions laws.

Customer shall not use, export, re-export, transfer, disclose or otherwise make available the Software, Documentation or related technology, including through remote access, or obtain or provide related technical assistance, in violation of applicable export-control or sanctions laws. These include EU and Danish rules and, to the extent applicable, the US Export Administration Regulations and US sanctions laws.

Neither party shall be required to perform an obligation where such performance would violate applicable mandatory law.

23 Force majeure

Except for payment obligations already due, neither party shall be liable for delay or failure to perform caused by circumstances beyond its reasonable control, including natural disasters, war, terrorism, governmental action, major telecommunications failures, labour disputes, epidemics or comparable events.

The affected party shall use commercially reasonable efforts to mitigate the impact and resume performance.

24 Future features

Statements regarding planned, future or unreleased functionality are provided for informational purposes only unless expressly included as a binding commitment in an Order Form.

Customer's purchase decision shall be based on functionality generally available at the time of purchase.

25 Feedback

Customer may voluntarily provide feedback concerning the Software.

Systemslab may use such feedback without restriction or payment provided that doing so does not identify Customer publicly or disclose Customer Confidential Information without authorization.

26 Assignment

Neither party may assign the Agreement without the other's prior written consent, which shall not be unreasonably withheld. Either may assign without consent to an Affiliate or successor in a merger, reorganisation or sale of substantially all assets relating to the Agreement, provided the assignee can fulfil the obligations. A permitted contract assignment does not expand the licence scope.

27 Governing law and jurisdiction

The Agreement shall be governed by the laws of Denmark, excluding its conflict-of-law rules.

Any dispute arising out of or relating to this Agreement, including any dispute concerning its existence, validity or termination, shall be subject to the jurisdiction of Byretten København located in Copenhagen, Denmark, as court of first instance, except where mandatory Danish law requires otherwise.

28 Notices

Formal legal notices to Systemslab shall be sent to legal@uxmapp.com and any additional address stated in the Order Form. Notices to Customer go to its designated legal contact in the Order Form or a separate customer contact record supplied to Systemslab. Normal support and security communications may be sent electronically to designated contacts. Before activation, Customer shall provide the names and email addresses of its legal, renewal and technical contacts in either record. One contact may fulfil several roles. Customer may update its contacts by written notice without amending the Order Form.

29 Changes to incorporated policies

Systemslab may update Documentation and operational policies without materially reducing purchased core functionality, contractual security protection, support commitments during the current Subscription Term.

Material contractual changes apply at renewal only after written notice at least 30 days before the applicable non-renewal deadline. A later-notified change applies to a later renewal meeting that notice period unless Customer expressly accepts it. Changes required by law or necessary to address a material security issue may apply sooner. Mandatory transfer terms, DPA notice, objection and consent requirements, and Section 30.6 remain applicable.

30 General terms

30.1 Independent contractors

The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency, employment or fiduciary relationship.

30.2 No waiver

Failure to enforce a right does not waive it. A waiver must be in writing.

30.3 Severability

If a provision is held invalid or unenforceable, it shall be enforced to the maximum extent permitted and the remainder of the Agreement shall remain effective.

30.4 Third party rights

Except where expressly stated or required by applicable law, no third party has a right to enforce the Agreement.

30.5 Entire agreement

The Agreement constitutes the complete agreement between the parties concerning its subject matter and supersedes prior proposals, discussions and representations relating to that subject matter.

Customer purchase-order terms or similar unilateral terms shall not modify the Agreement unless expressly accepted in writing by Systemslab.

30.6 Document priority

The documents shall be read together. In a conflict: (a) applicable Standard Contractual Clauses and other mandatory international transfer terms prevail; (b) subject to those terms, the DPA and its annexes prevail for processing or protection of Customer Personal Data; (c) subject to (a) and (b), the Security Addendum prevails for information security controls; and (d) for other matters, priority is the Customer Order Form, expressly agreed country-specific terms, this Subscription Agreement, the Support Policy and other incorporated operational policies, then Documentation.

Sections 10 and 14 expressly adapt the shared Support Policy, DPA and Security Addendum to the on-premises deployment. Systemslab and Customer accept those specific adaptations by accepting this Agreement. They do not reduce DPA safeguards or mandatory transfer terms. No UXM SaaS availability SLA is incorporated merely by using the shared Support Policy.

Any other negotiated deviation must identify the affected document and provision, expressly state the change and be accepted in writing by Systemslab, Customer and any other party whose consent is required. No deviation may contradict mandatory transfer clauses or applicable law. An Order Form in this Section means the Customer Order Form under Section 1, including a Reseller customer quote or order accepted through Section 2.2. A Systemslab-Reseller Order does not form part of this Agreement or amend Customer rights. Commercial terms accepted solely by Customer and Reseller do not amend Systemslab's obligations.

31 Acceptance

Customer accepts this Agreement and its incorporated documents by signing or otherwise expressly accepting the Customer Order Form identifying this Agreement's title and legal-documents URL and its incorporated documents under the incorporation paragraph above, made available or supplied before acceptance. For direct sales, Systemslab also expressly accepts that Customer Order Form. For authorised reseller sales, Systemslab confirms its acceptance through the matched Reseller Purchase Order under Section 2.2; no Systemslab signature on Reseller's customer quote or order is required. No separate signature of this Agreement is required. Retain the exact accepted versions and acceptance evidence. Reseller cannot accept Systemslab's terms on Customer's behalf without Customer's valid authority, amend those terms or make unapproved commitments for Systemslab.