

Terms & Conditions

Terms & Conditions for usage of the Admin By Request Zero Trust Platform
(software-as-a-service)

Agreement

between

[Your company name goes here after log in]
(Hereinafter "Customer")

and

Admin By Request Aps
VAT No DK31938112
Ved Stranden 10
9000 Aalborg
Denmark
(Hereinafter "Admin By Request" or "ABR")

each a "**Party**" and together the "**Parties**".

Version 5.2.2

Date of version: July 15th, 2025

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PREFACE

The Admin By Request Zero Trust Platform is provided as a suite of standard SaaS Product which are the same product(s) for all customers. This means that ABR does not provide its customers with any custom deliverables, professional services, custom software development or any services on-site. To be able to provide standardized products such as those that together constitute the Admin By Request Zero Trust Platform, it is imperative that ABR offers the same terms for all of its customers to ensure most possible predictability in contractual matters and reduce the complexity of introducing new features, changing internal security procedures, etc. This Agreement has been developed, adjusted, and assessed by our risk advisors, external legal counsel, internal legal counsel, and compliance department, not to mention reviewed by thousands of customers. This way, our customers can be certain that this Agreement reflects a set of fair and balanced terms for both parties in line with market practice.

For other relevant documents, such as ISO certification, Data Processing Agreement, Data Privacy options and penetration tests, please refer to the Trust Center (<https://www.adminbyrequest.com/TrustCenter>).

Note that section 5 does not apply to you, if you are licensed or have a proof-of-concept license.

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1. DEFINITIONS

1.1 Except to the extent expressly provided otherwise in this Agreement:

- "Affiliate" means any entity, including without limitation, any individual, corporation, company, partnership, limited liability company or group which on or after the Effective Date, directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Customer.
- "Affiliate Partner" means a company which ABR has appointed as an approved partner to market and sell its SaaS Product.
- "Agreement" means these terms including any schedules, orders of license and any amendments to this Agreement from time to time;
- "Applicable Data Protection and Privacy Laws" means the legal regulations, statutes, and provisions that pertain to the Services provided under this Agreement.
- "Business Day" means Monday through Friday;
- "Business Hour" means 08:00 AM to 05:00 PM in Customer's timezone.
- "Confidential Information" means:
 - any information disclosed by or on behalf of a Party to the other Party during the Subscription Term (whether disclosed in writing, orally or otherwise) which at the time of disclosure:
 - was marked as "confidential"; or
 - should have been reasonably understood by the other Party to be confidential;
 - the Customer Data;
 - the ABR's software code (including but not limited to object code, intermediate code, source code and Documentation)
- "Customer Data" means all data, works and materials: uploaded to or stored on the SaaS Product by the Customer; transmitted by the SaaS Product at the request of the Customer; supplied by the Customer to ABR for uploading to, transmission by or storage on the SaaS Product; or generated by the SaaS Product as a result of the use of the SaaS Product by the Customer;
- "Documentation" means the documentation for the SaaS Product produced by ABR and delivered or made available by ABR to the Customer, including user guides, installation documents and security fundamentals documentation;
- "Effective Date" means the date on which the Customer either accepts the Agreement or the SaaS Product is made available to Customer (whichever happens first);
- "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, pandemics, floods, riots, terrorist attacks and wars);
- "Free Plan Services" has the definition as outlined in section 5 of this Agreement.
- "Information Security Incident" means confirmed or reasonably suspected compromises to the SaaS Product, that causes domain downtime or that significantly increase the risk of leakage, disclosure or destruction of customer information (including confidential information in accordance with any applicable NDA).
- "Information Security Vulnerability" means a substantial weakness inherently embedded within the computational logic (such as code) of software components. This weakness, if reasonably and feasibly exploited under realistic conditions, holds the potential to significantly compromise the confidentiality,

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integrity, or availability of the SaaS Product or Customer Data. It excludes vulnerabilities that necessitate unrealistic prerequisites.

- "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, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);
- "Minor Maintenance Services" means the general maintenance of the SaaS Product including Updates and Upgrades (below 15 minutes downtime per maintenance window);
- "Major Maintenance Services" means substantial changes to the SaaS Product and/or the underlying infrastructure (15 minutes or above per maintenance window). Collectively, Minor Maintenance Services and Major Maintenance Services may be referred to as "Maintenance Services" where applicable throughout the Agreement.
- "Material Breach" shall mean a substantial violation or failure to perform an essential obligation of this Agreement, which has a material adverse impact on the intended purpose of the Parties' obligations outlined herein.
- "Non-Renewal" means the customer has not accepted a quote for renewal or submitted an agreed purchase Order for the renewal of the service within 30 days of the anniversary date. Such anniversary may be extended upon a written and accepted agreement to do so.
- "Order" means the purchase of licenses listed in an order, purchase order or order confirmation;
- "Payment" means the following amounts:
 - the amounts specified in the Order;
 - such amounts as may be agreed in writing by the parties from time to time; and
 - amounts calculated by multiplying ABR's standard time-based charging rates by the time spent by ABR's personnel performing any time-based Services;
- "Permitted Purpose" means with respect to the other Party, the purposes of:
 - carrying out its obligations under this Agreement;
 - exercising its rights under this Agreement; and
 - complying with its obligations under applicable laws;
- "Personal Data" mean any information relating to an identified or identifiable natural person in accordance with Applicable Data Protection and Privacy Laws.
- "SaaS Product" means the software-as-a-service product(s) that is provided on the "Admin By Request Zero Trust Platform", as specified in the Order and in the Documentation (including any Updates and Upgrades to the SaaS Product provided by ABR at its sole discretion, and any software, systems and locally-installed software agents and connectors which interact with the SaaS Product as may be provided by ABR in connection with the SaaS Product).
- "SaaS Product Defect" means a defect, error or bug in the SaaS Product having a material adverse effect on the operation, functionality or performance of the SaaS Product, but excluding any defect, error or bug caused by or arising as a result of:
 - any act or omission of the Customer;
 - any use of the SaaS Product contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;

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- a failure of the Customer to perform or observe any of its obligations in this Agreement; and/or
- an incompatibility between the SaaS Product and any other system, network, application, program, hardware or software not specified as compatible in the SaaS Product specification;
- "SaaS Product Scope" means the scope and purpose of the SaaS Product. The scope varies depending on the product license(s):
For the Endpoint Privilege Management product, the scope is limited to management of privileged access by "Just In Time" privilege elevation on a per application or time limited session basis and does not extend to the actions or uses by the User once such access has been granted.
For the Secure Remote Access product, the scope is limited to management of access to remote devices and does not extend to the actions or uses by the User once such access has been granted.
- "Services" means any services which ABR provides to the Customer, or has an obligation to provide to the Customer, under this Agreement. This includes providing the SaaS Product, Maintenance Services and Support Services.
- "Subscription Term" means the period of time during which the Customer subscribes to the SaaS Product, as specified in the Order and which shall begin upon the first day of the respective Subscription Term as specified in an Order.
- "Support Services" means technical support assistance provided by ABR to Customer for problem resolution, bug reporting, and technical assistance.
- "Supported OS" means the operating systems Microsoft Windows, macOS and Linux;
- "Update" means a hotfix, patch or minor version update to the SaaS Product;
- "Upgrade" means a major version upgrade of the SaaS Product;
- "User" means employees, agents, consultants, contractors, or vendors authorized by the Customer to use the SaaS Product solely for the internal use of the Customer and its Affiliates, subject to the terms and conditions of this Agreement; and
- "User Account" means an account enabling a person to access and use the SaaS Product, including both administrator and user accounts.

2. BACKGROUND AND PURPOSE

- 2.1 This Agreement sets out the terms and conditions for the delivery of the SaaS Product by ABR to the Customer.
- 2.2 Notwithstanding any specifications or details in the Customer's Order confirmation, invoice or the Customer's general sales and delivery conditions, similar documents or schedules, this Agreement shall prevail and apply to any delivery or service performed by ABR.
- 2.3 By clicking the box indicating acceptance via the Service upon first sign-in, the Customer agrees to adhere to the terms of this Agreement. The individual accepting this Agreement on behalf of an organization or legal entity confirms that they have the authority to bind that organization to this Agreement, thereby making the term "Customer" refer to the organization, and its Affiliates, if applicable. If the individual does not have such authority or disagrees with the terms, they must not accept this Agreement and cannot use the Services.
- 2.4 If you are an end-customer who has been provided with the Services through a managed service provider, you acknowledge that these terms apply to you as the "Customer".

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3. TERM

- 3.1 This Agreement comes into force upon the Effective Date.
- 3.2 This Agreement will continue in force indefinitely, subject to termination in accordance with Clause 7, and will govern the provision of any SaaS Product Order placed hereunder.

4. ACCESS AND USE

- 4.1 Subject to Payment of all applicable fees set forth in the Order or Payment in accordance with an indirect order through ABR's Affiliate Partners and the terms and conditions of this Agreement, ABR grants the Customer, during the Subscription Term, a non-exclusive, non-transferable right to access and use the SaaS Product and applicable Documentation solely for Customer's internal business purposes in accordance with the Documentation and in the quantity specified in the applicable Order. Except for the licenses granted under this Agreement, all rights, title, and interest in and to the SaaS Product, Intellectual Property Rights and Documentation are hereby reserved by ABR.
- 4.2 The Customer will operate the SaaS Product in accordance with the Documentation and is responsible for the acts and omissions of its Users.
- 4.3 The SaaS Product is compatible with the Supported OS.
- 4.4 Except to the extent expressly permitted in this Agreement, the access granted by ABR to the Customer is subject to the following prohibitions:
- the Customer must not sub-license its right to access and use the SaaS Product, except to its Affiliates;
 - the Customer must not permit any unauthorized person to access or use the SaaS Product;
 - the Customer must not republish or redistribute any content or material from the SaaS Product; and
 - the Customer must not make any alteration to the SaaS Product.
- 4.5 The Customer shall use reasonable endeavours, including reasonable security measures relating to administrator login details, to ensure that no unauthorized person may gain access to the SaaS Product using an administrator account.
- 4.6 The Customer must comply with these terms and must ensure that all Users using the SaaS Product with the authority of the Customer or by means of an administrator account comply with these terms.
- 4.7 The Customer must not use the SaaS Product in any way that causes, or may cause, damage to the SaaS Product or impairment of the availability or accessibility of the SaaS Product.
- 4.8 The Customer must not attempt to gain unauthorized access to the SaaS Product or perform unauthorized penetrating testing on the SaaS Product.
- 4.9 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the SaaS Product, either during or after the Subscription Term.
- 4.10 ABR may suspend the provision of the SaaS Product if any amount due to be paid by the Customer to ABR or its Affiliate Partner under this Agreement is overdue, and ABR or its Affiliate Partner has given

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to the Customer at least 14 days' written notice, following the amount becoming overdue, of its intention to suspend the SaaS Product on this basis.

5. FREE PLAN

NOTE THAT THIS SECTION DOES NOT APPLY IF YOU ARE ON A PAID PLAN

- 5.1 If the Customer is using the SaaS Product on any free-of-charge basis as specified in the Order including any related Support Services to the extent provided by ABR at its sole discretion (collectively, "Free Plan Services"), ABR makes such Free Plan Services available to Customer until the earlier of
- the end of the free plan specified in the Order,
 - the Effective Date of any purchased version of the SaaS Product, or
 - written notice of termination from ABR ("Free Plan Services Period").
- 5.2 ABR grants the Customer, during the Free Plan Services Period, a non-exclusive, non-transferable right to access and use the Free Plan Services for the Customer's business purposes in accordance with the Documentation and subject to the access and usage restrictions set forth in this Agreement.
- 5.3 The number of granted licenses to the Customer under the Free Plan Services are maximized to 25.
- 5.4 Any data entered by the Customer into the Free Plan Services and any configurations made to the Free Plan Services by or for Customer during the term of such Free Plan Services will be permanently lost unless the Customer
- has purchased a subscription to the same SaaS Product as covered by the Free Plan Services or;
 - exports such data or configurations before the end of such free period.
- 5.5 There is no guarantee that features or functions of the Free Plan Services will be available, or if available will be the same, in the general release version of the SaaS Product, and Customer should review the SaaS Product features and functions before making a purchase. ABR reserves the rights at any time to, solely at its own discretion, determine, which features will be included in the Free Plan Services.
- 5.6 **ABR WILL BE UNDER NO OBLIGATION TO PROVIDE ANY MAINTENANCE, MAINTENANCE SERVICE OR SUPPORT SERVICES WITH RESPECT TO THE FREE PLAN SERVICES TO THE CUSTOMER. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ABR PROVIDES THE FREE PLAN SERVICES "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND. TO THE EXTENT PERMITTED BY LAW, ABR DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
- 5.7 The Customer assumes all risks and pays all costs associated with its use of the Free Plan Services. The Customer's sole and exclusive remedy in case of any dissatisfaction or ABR's breach of the Agreement with respect to such Free Plan Services is termination of the Free Plan

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Services. Any obligations on behalf of ABR to indemnify, defend, or hold harmless under this Agreement are not applicable to Customers using Free Plan Services.

6. SERVICE LEVEL

- 6.1 The SaaS Product is hosted by Microsoft Azure. ABR provides the Customer access to the SaaS Product with a monthly uptime percentage (defined below) of at least 99,9%.

Monthly uptime percentage will be calculated as follows: The number of minutes the SaaS Product is accessible and not suffering from a service outage as reported to ABR by the Customer during each calendar month, divided by the total number of minutes in the calendar month. If the Customer fails to report a service outage within five (5) days of the occurrence of such, the Customer shall not be entitled to any service credits. A monthly uptime percentage of 99.9% means that ABR guarantee the Customer will experience no more than 43 minutes and 49.7 seconds per month of service outage.

Monthly uptime percentage	Rating	Service credits
99,9% or above	Meets or exceeds target	None
Between 99.0% and 99.9%	Below target	10 % of monthly subscription
At or below 99.0%	Unacceptable	25 % of monthly subscription
At or below 98.0%	Unacceptable	100% of monthly subscription

The Customer must submit a claim by submitting a support ticket. If the monthly uptime percentage of such request is confirmed by ABR and is less than the service commitment, ABR will confirm a service credit to the Customer within seven (7) days. The operational status and history of downtime, Information Security Vulnerabilities and Information Security Incidents is documented at <https://status.adminbyrequest.com/>.

- 6.2 ABR may, without prior notice to Customer, schedule Minor Maintenance Services on the SaaS Product on Saturdays or Sundays, which is excluded from counted monthly uptime. However, in case of scheduled Major Maintenance Services, ABR must provide Customer notice at least 5 Business Days prior to the scheduled Major Maintenance Services window.
- 6.3 Microsoft warrants that the underlying infrastructure is available to ABR with uptime of 99.99%. In the event that this is not the case, and a documented Microsoft Azure outage is documented at <https://status.azure.com/enus/status>, such outage is excluded from monthly uptime, as this is not within ABR's reasonable control.
- 6.4 For the avoidance of doubt, downtime caused directly or indirectly by any of the following will not be considered an outage in accordance with this Section 6 or breach of this Agreement:

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- a Force Majeure Event;
- a fault or failure of the Internet or any public telecommunications network;
- a fault or failure of the Customer's computer systems, networks or scheduled Maintenance Services carried out in accordance with this Agreement.

6.5 ABR may rely on certain third-party services to deliver certain features and functionalities within in the SaaS Product. Any interruptions, delays, or outages caused by the performance, availability, or downtime of third-party services shall not be considered a service outage and therefore not be included in monthly uptime percentage calculation set out in 6.1

7. TERMINATION

- 7.1 The Customer's Subscription Term is set for 12 months at a time, unless otherwise specified in the Order. If Customer terminates this Agreement for convenience during the Subscription Term, the termination will take effect upon expiration of the Subscription Term set out in the Order
- 7.2 At least 30 days prior to the end of the Subscription Term, ABR will contact the Customer for renewal of the SaaS Product. In the event of Non-Renewal, the Agreement will expire at the end of the Subscription Term.
- 7.3 Either party may terminate this Agreement for cause immediately by giving written notice of termination to the other party if the other party commits a Material Breach of this Agreement and the breaching Party fails to cure such breach within thirty (30) days of its receipt of written notice from the other Party outlining the nature of the breach.
- 7.4 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party:
- is dissolved;
 - ceases to conduct all (or substantially all) of its business;
 - is or becomes unable to pay its debts as they fall due; or
 - becomes insolvent or is declared insolvent.

8. EFFECTS OF TERMINATION

8.1 Upon termination or expiration of this Agreement:

- Customer will have no further right to access or use the SaaS Product; and
- Subject to any law, regulation, judicial or governmental order or request, each Party shall within thirty (30) days after written request return or destroy any tangible Confidential Information of the other Party within its possession or control which is not contained in the SaaS Product.

8.2 Any Customer Data contained in the SaaS Product will be deleted within sixty (60) days of termination/expiration of Customer's Subscription Term. Customer acknowledges that it is responsible for exporting any Customer Data to which Customer desires continued access after termination/expiration, and ABR will have no liability for any failure of Customer to retrieve such Customer Data and no obligation to store or retain any such Customer Data after such sixty (60) day

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period. Following termination of the SaaS Product, ABR may immediately deactivate Customer's User Account.

9. PAYMENTS AND PRICE ADJUSTMENTS

- 9.1 ABR or an Affiliate Partner will invoice you 12 months of subscription at a time in advance.
- 9.2 The Customer must pay the Payment to ABR or its Affiliate Partner in accordance with the payment and invoice terms set out in the invoice.
- 9.3 The annual price adjustment for the SaaS Product under this Agreement shall be determined by the preceding calendar year's United States Consumer Price Index (CPI-U) average (published by U.S. Bureau of Labor Statistics) with an additional two (2) percentage points added. For example, if the US CPI-U for the preceding calendar year is 1.5%, the price adjustment for the current year shall be 3.5%. However, the annual price adjustment shall not be less than zero (0) percent or higher than seven (7) percent.

10. SUPPORT SERVICES

- 10.1 ABR will provide the Support Services on Business Days and during the Business Hours to the Customer during the Subscription Term. ABR aims at making first response within one business hour and guarantees that first response is a maximum one business day.

11. DATA PROTECTION

- 11.1 The Customer warrants to ABR that it has the legal right to disclose all personal data that it does in fact disclose to ABR under or in connection with this Agreement, and that the processing of that personal data by ABR for the Permitted Purpose in accordance with this Agreement will not breach any Applicable Data Protection and Data Privacy Laws.

11.2 To the extent that ABR will process personal data disclosed by the Customer, ABR warrants that:

- it will act only on instructions from the Customer in relation to the processing of that Personal Data;
- it has in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing of that Personal Data and against loss or corruption of that personal data;
- it will not substantially diminish the security measures during the Subscription Term
- it will not pass on or sell personal data to any third party

The security measures described herein are outlined in detail within the Data Processing Agreement, Appendix 3: Technical & Organizational Measures.

11.3 The Parties must also agree to the Data Processing Agreement for this Agreement to be valid.

Archived PDF copies of both agreements, signed by ABR's CEO, issued to you, are legally binding at

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any time in the future. Such PDF copies can be downloaded at <https://www.adminbyrequest.com/trustcenter>. ABR reserves the right at any time to adjust or make changes within both agreements. Any changes must be accepted by the Customer. If the Customer cannot agree to the changes, the Customer has 180 days to discontinue the use of the SaaS Product, in which term existing Agreements are valid.

11.4 ABR is obliged to take all necessary and reasonable measures to promptly mitigate and address Information Security Incidents. In such event, ABR shall, at its sole discretion, determine the nature and severity of the incident. ABR will make reasonable efforts to notify the Customer as promptly as possible considering the severity and potential impact. However, the determination of whether an event qualifies as an Information Security Incident is at the sole discretion of ABR.

11.5 ABR decides at its own discretion whether a weakness is considered an Information Security Vulnerability. Further, ABR reserves the right to categorize, and address identified Information Security Vulnerabilities at its sole discretion. ABR must notify Customer of Information Security Vulnerabilities. Such notifications will be sent to Customer as soon as the specific circumstances surrounding the Information Security Vulnerability have been sufficiently uncovered by ABR.

ABR retains the sole discretion to determine how to mitigate identified Information Security Vulnerabilities.

11.6 Notification if accordance with 11.4 and 11.5 of this Agreement will be provided to the email address which has been provided by the Customer in the relevant SaaS Product settings. If no email address is provided therein, notifications shall be sent to the email address listed for the Customer's subscriber account.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Nothing in this Agreement operates to assign or transfer any Intellectual Property Rights from ABR to the Customer, or from the Customer to ABR.

12.2 The Customer owns all right, title and interest in all Customer Data. Nothing in this Agreement shall be construed as granting ABR any rights in Customer Data beyond those expressly provided herein.

13. ASSIGNMENT

13.1 Neither party may assign any of its obligations or rights under this Agreement to a third party without the prior written consent of the other party, except in the case of a merger, acquisition, corporate reorganization or sale of assets.

14. ACKNOWLEDGEMENTS AND WARRANTIES

14.1 The Customer acknowledges that complex software is never wholly free from SaaS Product Defect; and subject to the other provisions of this Agreement, ABR gives no warranty or representation that the SaaS Product will be wholly free from SaaS Product Defect.

14.2 The Customer acknowledges that complex software is never entirely free from Information Security Vulnerabilities; and subject to the other provisions of this Agreement, ABR gives no warranty or representation that the SaaS Product will be entirely secure.



14.3 The Customer acknowledges SaaS Product Scope.

14.4 The Customer acknowledges that the SaaS Product are designed to be compatible only with that software and those systems specified as compatible in these terms; and ABR does not warrant or represent that the SaaS Product will be compatible with any other software or systems.

14.5 The Customer may not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the SaaS Product, or create derivative works from the SaaS Product.

14.6 Notwithstanding any of the above, ABR warrants that:

- it shall provide the SaaS product in a professional manner consistent with general industry standards and the Documentation
- the SaaS Product, and the use thereof, will not infringe any Intellectual Property Rights of a third party
- it will use industry standard measures designed to detect unintended malicious or destructive code in the SaaS Product, including scanning all released files with VirusTotal's multi-engine scanning

14.7 ABR shall not be liable for a breach of warranty under Section 14.6 that is the result of:

- a defect in any third-party products (including both hardware and software products) not provided by ABR as part of the SaaS Product;
- blocking of the execution of the SaaS Product by third-party products (including both hardware and software products) not provided by ABR as part of the SaaS Product;
- a failure by Customer to perform its obligations expressly stated in this Agreement;
- Customer Data;
- use of the SaaS Product by Customer that is not in conformity with this Agreement.

14.8 Customer shall be required to report any breach of warranty to ABR within a period of thirty (30) days of the date on which the incident giving rise to the claim occurred. ABR's sole and exclusive liability, and Customer's sole and exclusive remedy, for breach of these warranties will be for ABR, at its expense, to use reasonable commercial efforts to correct such nonconformity within thirty (30) days of the date that notice of the breach was provided; and, if ABR fails to correct the breach within such cure period, Customer may terminate the affected order and, in such event, ABR shall provide Customer with a pro-rata refund of any unused pre-paid fees paid for the period following termination.

14.9 Any and all warranties, expressed, incorporated or implied, are limited to the extent and period mentioned in 14.8

14.10 ABR shall, at its own cost, maintain in full force and effect during the Subscription Term of the Agreement the minimum insurance coverage that a prudent person in the business of ABR would maintain. Customer hereby confirms that it has reviewed the Certificate of Insurance made available by ABR. The most recent Certificate of Insurance will always be available in the Trust Center (<https://www.adminbyrequest.com/TrustCenter>). Should ABR at some point in time replace the current insurance, the Customer's sole and exclusive remedy in case of any dissatisfaction with the new insurance, is to terminate the Agreement immediately upon written notice to ABR.

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15. LIMITATIONS OF LIABILITY

15.1 Each party is liable for any damage incurred due to its breach of the Agreement, subject to the limitations in this Section 15

15.2 In no event will either Party's maximum aggregate liability to the other Party for any loss of profits or revenues, loss of goodwill, or for any direct and indirect, special, incidental, consequential or punitive damages arising out of or related to this Agreement, regardless of the cause of action and whether in contract, tort (including negligence), warranty, indemnity or any other legal theory, exceed the total amount paid or payable to ABR under this Agreement during the twelve (12) month period preceding the date of initial claim.

THE FOREGOING DISCLAIMER MUST APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

16. INDEMNIFICATION

16.1 ABR shall defend and indemnify Customer and/or its Affiliate Partners and their officers, directors and employees against all third-party claims, suits and proceedings resulting from the violation, misappropriation, or infringement of such third party's patent, copyright, trademark or trade secret caused by Customer's use of the SaaS Product in accordance with this Agreement and the Documentation, and all directly related losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees). However, the total indemnification obligation for either party is maximized to the subscription amount paid by Customer for the last 12 months. THIS PROVISION SHALL SURVIVE THE EXPIRY OR OTHER TERMINATION OF THIS AGREEMENT.

16.2 If the use of the SaaS product is restricted due to an infringement claim, ABR shall at its cost and expense and at its option:

- procure for Customer the right to continue use; or
- replace or modify the SaaS Product so that they cease to infringe the third party rights, without breaching the Agreement.

16.3 ABR shall not be obliged to defend or indemnify Customer to the extent that a claim of infringement results from:

- Customer's unauthorized modifications of the SaaS product;
- Customer's use of the SaaS product in contradiction with the Documentation provided therewith; or
- a combination of the SaaS product and equipment or third party software other than equipment or third party software provided or approved by ABR, to the extent that the infringement is due solely to such combination.

16.4 ABR's defense and indemnification obligations under this Agreement will become effective only upon, and are subject to: (a) Customer's prompt written notice to ABR of any such claim; and (b) Customer granting ABR full control, authority, and access to all necessary information to defend against such claim. However, ABR may not settle any claim or admit fault on behalf of the Customer without the Customer's prior written consent, which shall not be unreasonably withheld. Upon ABR's request, Customer shall reasonably cooperate in the defense or settlement of any such claim.



17. CONFIDENTIALITY

17.1 Any previously executed non-disclosure agreement(s) (NDA/MNDA), if applicable, is understood to apply solely to the initial exchange of Confidential Information in connection with licensing of the SaaS Product. Such NDA/MNDA does not extend to or imply any matters relating to the SaaS Product or any disputes and disclosures arising from the SaaS Product.

17.2 The Parties must:

- keep Confidential Information of the other Party strictly confidential;
- not disclose the Confidential Information to any person without the other Party's prior written consent, and then only under conditions of confidentiality approved in writing by the other Party;
- use the same degree of care to protect the confidentiality of the other Party's Confidential Information as used to protect own confidential information of a similar nature, being at least a reasonable degree of care;
- act in good faith at all times in relation to the other Party's Confidential Information; and
- not use any of the other Party's Confidential Information for any purpose other than the Permitted Purpose.

17.3 Notwithstanding Clause 17.2, the Parties may disclose Confidential Information to the Party's own officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information.

17.4 This Clause 17 imposes no obligations upon the Parties with respect to Confidential Information which:

- is known to the Parties before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
- is or becomes publicly known or otherwise ceases to be secret or confidential through no act or default of the Parties;
- is independently developed by the receiving Party without use of or reliance upon the disclosing Party's Confidential Information, and the receiving Party can provide evidence to that effect; or
- is obtained by the Parties from a third party in circumstances where the Parties has no reason to believe that there has been a breach of an obligation of confidentiality.

17.5 The restrictions in this Clause 17 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request.

17.6 Except for Clause 17.1, the provisions of this Clause 17 shall continue in force for a period of 5 years following the termination of this Agreement, at the end of which period they will cease to have effect.

18. FORCE MAJEURE EVENT

18.1 Neither Party will be liable to the other Party for any Force Majeure Event.

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19. MISCELLANEOUS

- 19.1 If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 19.2 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, understandings, or communications, except that any prior non-disclosure agreements between the Parties, including those mentioned in 17.2, shall remain in full force and effect.
- 19.3 This Agreement may only be modified or amended, and no additional obligations may be imposed on either Party, except (a) through a written agreement that specifically references this Agreement and is signed by authorized representatives of both Parties, or (b) through the Customer's acceptance of a subsequent electronic agreement provided by the Provider relating to the same Product or Services.

20. CONTACT

Contact information:
Admin By Request Aps
VAT No DK31938112
Kalvebod Brygge 1
1560 Copenhagen K
Denmark

Mail: support@adminbyrequest.com

For legal inquiries:
Mail: legal@adminbyrequest.com

For privacy inquiries:
Mail: DPO@adminbyrequest.com

For security inquiries:
Mail: security@adminbyrequest.com

21. GOVERNING LAW AND JURISDICTION

- 21.1 This Agreement is to be governed by and construed in accordance with Danish law.
- 21.2 In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, the Parties shall first seek to resolve the matter amicably and in good faith through prompt and constructive dialogue between senior representatives of each Party.
- 21.3 If the dispute is not resolved within 30 days of the initiation of such discussions, the parties shall refer the matter to mediation. The mediation shall be conducted in good faith in accordance with the rules of a mediation body agreed upon by the parties in English and in a mutually agreed neutral location.

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- 21.4 No Party may initiate court proceedings unless and until the mediation process has been conducted and concluded, or one Party has refused to participate.
- 21.5 The courts of Denmark is to have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

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Wisconsin, New York

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