TERMS AND CONDITIONS FOR THE USAGE OF SOFTWARE BUILT AND DISTRIBUTED BY ZONIFY.AI

Zonify.ai ApS
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1. GENERALLY

1.1 Defined terms used in the Agreement shall have the same meaning in these SaaS Terms, unless otherwise stated or implied by the context.

2. SOFTWARE LICENSE AND USE OF THE SOFTWARE

2.1 The Provider grants the Customer a non-transferable and non-exclusive right to use the Software and SaaS Services for its own internal business purposes, provided that the Customer i) complies with these SaaS Terms and the Agreement and ii) pays all Fees under the Agreement.

2.2 The Provider may develop new modules, functions or other things for the Software on its own initiative or at the request of a customer ("**Development News**"). Development news may become part of the Software and will be subject to this Agreement. The Provider is not obliged to include Development News in the Software provided to the Customer.

2.3 Customer may not assign, sublicense, rent, lend or otherwise make available the Saas Services or Software in whole or in part or otherwise allow any third party to use or exploit the SaaS Services or Software in whole or in part.

2.4 Customer may not, directly or indirectly, reverse engineer, decompile or disassemble the SaaS Services or the Software.

2.5 The vendor will be able to provide and install certain open-source software components. Use of the Open-Source Components is subject to the terms and conditions applicable in the respective Open-Source License Agreements.

2.6 All rights not specifically granted in these SaaS Terms are expressly reserved.

3. AVAILABILITY AND UPDATES

3.1 Availability

3.1.1 The software is commonly available 24/7/365.

3.1.2 It is the Customer's responsibility to ensure that the Customer's own hardware, operating system and software environment, etc., support the Software, including that network access and IT infrastructure allow the Software to communicate with online servers.

3.1.3 If the Customer can document that the annual average availability percentage has been lower than 95 %, and that this is not due to circumstances on the part of the Customer himself, including cf. clause [3.1.2] above, the Customer may demand a reduction in the price for the month(s) in which availability has been below 95 %. The refusal amounts to an amount equal to 5 % of the monthly remuneration of the Centre concerned for each full percentage point that has been below 95 % in the month(s) in question. In no case can the refusal amount to more than 100% of the monthly remuneration.

3.1.4 The customer cannot invoke other remedies for breach of contract due to a lower availability percentage than those set out in section 3.1.3.

3.2 Maintenance and updates

3.2.1 Updates to the Software, including changes/additions/deletions of functions that the Supplier deems necessary to provide the best possible Software to the Customer, do not entitle the Customer to assert remedies against the Supplier.

3.2.2 Upgrades, development news, and any changes to the Software will be incorporated as either a new version, an updated version, a service pack, a release, or a hot-fix.

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3.2.3   During updates to the Software, it may be temporarily unavailable. If updates are made in service windows, the unavailability will usually be limited to 2 hours and be located outside the hours 09:00 - 17:00 (CET/Central European Time). Service windows that are planned and announced in advance are not deducted from the availability percentage, cf. section 3.1.3 above.

4.   WARRANTIES AND LIABILITY

4.1   Except as otherwise expressly provided in the Agreement or these SaaS Terms, the Software is provided to the Customer "as is" and without any express or implied warranties of any kind. Therefore, the Provider does not warrant (i) that the operation of the Software will be uninterrupted or error-free, or that all defects will or may be corrected, and (ii) as to fitness for a particular purpose or commercial characteristics that the Customer may have.

4.2   1.2.3.The Provider assumes no responsibility for any failure or malfunction(s) of the Software caused by

1)   Any modification to the Software that has not been carried out by the Provider.

2)   Errors, omissions and incidents resulting from the Customer's use of other software in combination with the Software, without being delivered or approved by the Supplier prior to use.

3)   Errors, defects and incidents because of the Customer not maintaining its software and/or installing available updates.

4)   Use and handling of the Software in a manner not intended or other than as permitted by the Agreement or these SaaS Terms.

5)   Lack of internet availability at the Customer and/or Supplier.

6)   External server problems, hacker attacks on the Supplier's or Customer's network, infrastructure or the like.

4.3   The Supplier is not liable for any operating loss, loss of business, earnings, revenue, expected savings or goodwill, nor for loss or destruction of data, loss of use or loss of value in relation to data or equipment, including software, lost management costs and claims from third parties, unless otherwise stated in the Agreement, or for direct or indirect losses and/or consequential damages.

4.4   To the extent permitted by mandatory law, the Customer shall indemnify the Supplier for all claims for compensation for damages, losses, costs and fees/fees made by third parties against the Supplier, to the extent that such claims have been rejected by the Supplier under the Agreement.

4.5   Unless otherwise provided by mandatory legislation, product liability cannot be asserted against the Supplier. Nor can the Supplier be held liable for damage caused by the Software or SaaS Services to the Customer's IT systems or software, etc. Similarly, the Supplier cannot be held liable for damage caused by the Customer's IT systems or software. The Danish product liability rules in force at any given time apply to any disputes regarding product liability.

4.6   The Supplier cannot be held responsible for the possible consequences of the Customer's use, interpretation and analysis of the data and other outputs generated by the Software.

5.   CUSTOMER'S OBLIGATIONS

5.1   To safeguard the Supplier's rights, the Customer is obliged to instruct employees with access to the Software on the Supplier's instructions.

5.2   In cases where the use of the Software may require prior certification, this is a prerequisite for the Customer's purchase of the Software.

5.3   The Customer is obliged to follow the instructions set out by the Supplier regarding the users' skills and use of the Software.

5.4   The Software is made available on an "as is" basis, which means that the Customer is not entitled to access or use any particular version of the Software. The Customer's right to use the Software is limited to the version available at the time.

5.5   The Customer is in all cases responsible for complying with applicable legal, ethical, regulatory and professional requirements when using the Software.