

# Standard Terms & Conditions

Version 3.0.1 | Appendix 2 to Master Subscription Agreement

Appendix 2: Employers standard terms and conditions

Version 3.0.1

## 1. Introduction

1.1. These T&Cs govern Customer's use of Simplayer's software products and related services for HR and personnel management. The T&Cs include the executed Order Form and its Appendices, the Service Level Agreement, the Data Processing Agreement, and the Documentation (together called the "Agreement"), unless otherwise specified in the Order Form.

## 2. Definitions and interpretation

### 2.1. Definitions:

"**Affiliate**" means in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with a Party. "Control" means the ownership of, or the power to vote, fifty percent (50%) or more of the voting stock, shares, or interests of such entity.

"**Agreement**" shall have the meaning as set out in section 1.1.

"**Appendix**" means a document attached to the Order Form.

"**Customer**" means the entity identified as such in the Order Form.

"**Customer Data**" means the data inputted through the Subscription Services by the Customer or the Users, excluding data submitted through Simplayer Expert.

"**[Data Processing Agreement]**(<https://www.simplayer.com/support/documentation/simplayer-trust-center/other-useful-content/agreements/data-processing-agreement/data-processing-agreement-eng>)" means the terms governing Simplayer's processing of personal data on behalf of the Customer.

"**Documentation**" means material made available to the Customer by Simplayer that describe the features, functionalities, system requirements, and usage guidelines of the Subscription Services procured by the Customer, including general product descriptions available on Simplayer's official website and release notes, as may be amended from time to time.

"**Exit Assistance**" mean assistance to be provided by Simplayer as set out in section 18 .

"**GDPR**" means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

"**Implementation Services**" means the assistance with the implementation of the Subscription Services, as applicable, that may, if so specified in an Order Form, be provided by Simplayer as Professional Services.

"**Laws**" means applicable laws, regulations and other legal requirements enacted or issued by any governmental authority having jurisdiction over the Parties or the Subscription Services.

"**Order Form**" means the document or electronic form completed by the Customer to request and authorize the purchase of Subscription Services or other services and deliverables from Simplayer. The Order Form outlines the commercial details agreed between the Parties, including the description of the Subscription Services, quantities, pricing, and any specific terms or conditions applicable to the order.

"**Open-Source Software**" means a program in which source code is made publicly and freely available for use and modification pursuant to certain license terms.

"**Party/Parties**" means either Simplayer or the Customer, or Simplayer and the Customer collectively.

"**Professional Services**" means consultancy services and support outside the scope of the Subscription Services, e.g., on-site training, integration services, implementation services, data migration, and/or other technical or professional services provided by Simplayer.

"**Security Program**" means Simplayer's at any time applicable description of measures implemented by Simplayer to protect the integrity, confidentiality, and availability of the Subscription Services and Customer Data, available at [Simplayer's Information security policy](<https://www.simplayer.com/support/documentation/simplayer-trust-center/security-and-it/information-security-policy>) and [Information Security Measures](<https://www.simplayer.com/support/documentation/simplayer-trust-center/security-and-it/it-security-policy>).

"**[Service Level Agreement]**(<https://www.simplayer.com/support/documentation/simplayer-trust-center/other-useful-content/agreements/service-level-agreement/service-level-agreement-eng>)" means the service level agreement referenced in the Order Form and available on Simplayer Trust Center.

"**Simplayer**" means the Simplayer entity identified in the Order Form.

"**Simplayer Expert**" means the specialized advisory and support services provided by Simplayer to the Customer if procured under the Order Form, designed to assist the Customer with professional inquiries and challenges within specified domains.

"**Subscription Services**" means the software solution(s) or services provided by Simplayer as specified in the Order Form.

"**Subscription Term**" means the period during which the Customer is entitled to access and use the services provided under this Agreement, as set out in section 17.

"**T&Cs**" means these terms and conditions including its attachments.

"**Third-Party Deliverables**" means standard services or software incorporated in the Subscription Services not provided by Simplayer or its Affiliates.

"**Users**" means individuals or entities authorized by the Customer to access and utilize the Subscription Services.

2.2 In the event of any conflict or inconsistency between the terms and conditions of these T&Cs and any other documents or agreements referenced herein, the following order of precedence shall apply, with each document taking precedence over those listed below it:

- The Order Form where deviations from these T&Cs are specifically agreed
- The Data Processing Agreement for all matters concerning Simplayer's processing of personal data on behalf of the Customer.
- These T&Cs
- The Service Level Agreement
- Any referenced policies or external documentation.

### 3. Grant of usage rights

3.1 During the Subscription Term and granted Customer complying with the terms of the Agreement, Customer receives a limited, non-exclusive, non-assignable and non-transferable right to access and use the Subscription Services online solely for Customer's internal business operations.

3.2 Simplayer may further provide the Customer with access to Documentation, training materials, and any other resources necessary for the effective use of the Subscription Services, including as part of the Simplayer Expert. The Customer is granted a limited, non-exclusive, non-transferable right to use these materials solely for internal business operations.

3.3 Customer is granted access to and use of the Subscription Services through one or more User accounts. The number of User accounts included upon entering the Agreement, is specified in the Order Form. Customer shall ensure that each User account is utilized only by the designated individual and shall not share or otherwise allow multiple individuals to use a single User account. If additional user accounts are required by the Customer and its users, the Customer shall contact Simplayer or order additional accounts in the system where available. Additional user accounts will be invoiced in accordance with section 12 Usage Review unless otherwise agreed to.

3.4 Any use of the Subscription Services by an Affiliate of the Customer shall always be subject to the relevant Affiliate being listed in the Order Form, or subject to prior written approval by Simplayer. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.

3.5 With respect to Simplayer Expert, the Customer shall for the avoidance of doubt not request advice or ask questions on behalf of any third party, such as a client or business partner of the Customer. The Customer may order the supplementary service Third-Party Support, which allows the Customer to request advice or ask questions on behalf of its own client or business partner. Users of such third parties shall be regarded as Users, and the Customer is responsible for ensuring that they comply with the terms of this Agreement.

### 4. Implementation Services

4.1 The Customer is responsible for all activities connected to implementation of the Subscription Services that is not included under the Implementation Services procured by the Customer under an Order Form. If agreed in the Order Form, Simplayer will provide Implementation Services to the Customer. The scope and timing of the Implementation Services will be set out in the statement of work appended to the Order Form (if relevant).

4.2 Where Simplayer provides Implementation Services, the Parties shall jointly confirm the implementation plan and Go-Live Date during a Kickoff Meeting. The confirmed implementation plan will serve as the reference for project execution, unless otherwise mutually agreed in writing.

4.3. The Customer undertakes to provide sufficient resources and to cooperate with Simplayer in connection with the Implementation Services.

4.4 If the Customer fails to comply with its obligations in accordance with the applicable implementation plan, section 7.3 shall apply. Should Implementation Services be delayed by more than twenty (20) days from the agreed Go-Live Date due to circumstances for which the Customer is responsible, Simplayer may, at its discretion, reassign resources and adjust the project timeline accordingly. In addition, Simplayer may choose to deliver the Subscription Services on the agreed delivery date, incorporating only the content and specifications based on feedback received from the Customer by the deadlines established in the implementation plan.

### 5. Requirements to the Subscription Services

5.1 The Subscription Services shall meet the functional, content, quality, and system requirements specified in the Order Form and the Documentation in all material respects.

5.2 Simplayer will provide the Customer with support and maintenance services in accordance with the Service Level Agreement.

5.3 The availability of the Subscription Services, including planned downtime, is governed by the Service Level Agreement.

5.4 Simplayer may change and update the Service Level Agreement. However, the Parties must agree in writing with respect to any change that would materially lower the quality of the Service Level Agreement.

5.5 Simplayer may be required under applicable Laws to provide the Customer with certain information about the Subscription Services. Such information is available on Simplayer's Trust Center and the Customer confirm that they have read and understood the information provided. The information will be updated regularly to reflect Simplayer's practices and legal requirements.

## 6. New releases, changes, etc.

6.1 Simplayer will regularly update, test and issue new releases of the Subscription Services in line with its internal road maps.

6.2 To ensure ongoing innovation and development in relation to the Subscription Services, Simplayer may without notice or approval:

- add or update functionality and features of the Subscription Services from time to time;
- remove functionality or features from the Subscription Services that do not materially affect the use thereof to the Customer's detriment.

6.3 Simplayer may remove functionality or features from the Subscription Services outside what is permitted in section 6.2 if Simplayer deems it necessary due to changing demands, competitive reasons, changes of Laws, or circumstances related to subcontractors or third parties outside Simplayer's reasonable control (such as termination of the agreement with relevant third parties). As a condition for removing functionality under this section 6.3, the Customer shall be given 3 months' notice and the option of obtaining reduced charges for the Subscription Services with an amount proportional to the Customer's decreased utility value of the Subscription Services reasonably determined by Simplayer (and a pro-rata refund of an amount corresponding to such reduction for any prepaid charges).

## 7. Professional Services

7.1 Implementation Services are charged on a fixed price basis unless otherwise is set out in the Order Form. The Customer may order other Professional Services as an add-on on a time and material basis in case Customer needs consultancy services beyond standard support included in the Subscription Services. Unless hourly rates are specified in the Order Form, Simplayer's at any time applicable list prices shall apply for Professional Services.

7.2 The Professional Services will commence on the scheduled start date as agreed and Simplayer will use reasonable efforts to complete the Professional Services on the scheduled end date. Professional Services shall be provided in a sound professional manner and in accordance with recognized methods and standards.

7.3 The Customer shall provide the relevant approvals, data, information and background material, access to Customer's premises, personnel and equipment, in addition to all other forms of assistance specified by Simplayer in connection with the order for Professional Services or as otherwise reasonably required by Simplayer for the satisfactory and timely performance of the Professional Services and must do so in a timely manner. If Customer's failure to comply with its obligations leads to delays or additional work for Simplayer, Simplayer reserves the right to invoice for the Professional Services in accordance with any applicable payment milestones and/or invoice the Customer for any additional work

required to complete the Professional Services in accordance with the at any time applicable list prices, or the rates agreed in the Order Form.

7.4 In the event of a default in the provision of Professional Services, Simployer shall, after having received a correct and adequate written description of the default from the Customer, as promptly as required by the circumstances, and with respect to the nature of the default and other circumstances, use reasonable commercial endeavors to rectify such default or provide an alternative means of accomplishing the desired performance. As long as Simployer will rectify the default or provide an alternative solution in accordance with this section, Customer cannot claim damages or other remedies for breach.

## 8. General obligations of Simployer

8.1 Simployer shall:

- Provide the Subscription Services in accordance with section 5 with reasonable skill and care;
- Comply with all Laws applicable to Simployer with respect to its obligations under the Agreement in the jurisdiction in which it is established; and
- Maintain adequate business continuity and disaster recovery plans intended to restore normal operations and proper provision of the Subscription Services in the event of an emergency.

8.2 Simployer has documented security policies and procedures that define information security rules and requirements for the Subscription Services that are reviewed at least annually and updated as necessary, and commits to comply with its Security Program.

## 9. General obligations of Customer

9.1 Customer has exclusive control and responsibility for determining what Customer Data is submitted to the Subscription Services, and for obtaining all necessary consents and permissions for submission of Customer Data and processing instructions to Simployer.

9.2 The Customer is responsible for complying with and must procure that each User of the Subscription Services complies with, the Agreement. The Customer shall maintain the confidentiality and integrity of any credentials, password or User IDs. The Customer shall promptly notify Simployer of any unauthorized use of any credentials, password or User ID or any other known or suspected breach of security and use reasonable efforts to stop any unauthorized use of the Subscription Services that is known or suspected by the Customer or any User.

9.3 The Customer shall:

- comply with all Laws with respect to its activities under the Agreement;
- be solely responsible for determining which Laws apply to its own activities and for maintaining ongoing compliance;
- if relevant, promptly provide Simployer with clear written instructions, information and/or authorisations reasonably required for Simployer to perform the Services in a manner that enables the Customer to be in compliance with relevant Laws.
- carry out its obligations under the Agreement in a timely and efficient manner;
- be responsible for its own, and its own third party, equipment, hardware, and software that Customer uses in relation to the Subscription Services;

9.4 Customer must not, and must not permit anyone to:

- Copy or republish the Subscription Services nor underlying software code or the Documentation;
- Permit any person other than a User to use or gain access to the Subscription Services;
- Use or access the Subscription Services to provide computer hosting services to third parties;

- Remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Subscription Services or the Documentation;
- Reverse engineer or otherwise through similar measures attempt to derive the source code of the software included in the Subscription Services; or
- Use the Subscription Services or Documentation in order to build a similar product or competitive product.

## 10. Subcontractors, third party-deliverables and Open Source

10.1 Simpløyer reserves the right to utilize subcontractors to assist with fulfilling its obligations under this Agreement, assuming Simpløyer remains liable for the performance of subcontractors as if itself performed the relevant parts of the services. Simpløyer shall at all times have available an [overview of applicable subcontractors](<https://www.simpløyer.com/support/documentation/simpløyer-trust-center/gdpr-and-privacy/sub-processors>) on Simpløyer's Trust Center.

10.2 Subcontracting where subcontractors are provided with access to personal data shall be governed by the Data Processing Agreement.

10.3 With respect to any Third-Party Deliverables included in the Subscription Services, Simpløyer cannot be held liable for errors or unavailability solely arising from Third-Party Deliverables, unless Simpløyer reasonably could have limited to scope and/or consequences of such errors.

10.4 Certain Open-Source Software libraries, components and utilities not owned or developed by Simpløyer may be embedded in the Subscription Services. The publicly available open-source license terms governing the Open-Source Software shall take precedence over this Agreement to the extent that the Agreement imposes greater restrictions on Customer. Simpløyer shall not be liable for claims that may arise with respect to such Open-Source Software.

10.5 Simpløyer may offer integration services with third-party providers to the Customer. Integration services are governed by the terms and conditions of the respective third parties, and Simpløyer does not control or assume responsibility for the functionality, content, or performance of third-party integration services. Integrations may access the Customer's data, including personal data stored or processed within Simpløyer's systems and databases, and may not have the same privacy controls and mechanisms as those provided by Simpløyer. The Customer is responsible for conducting necessary legal and technical assessments before utilizing any integration services.

## 11. Fees and payment terms

11.1 Customer must pay the fees as set out in the Order Form. All fees and any other amounts stated or referred to in the Order Form are exclusive of value added tax and similar transaction taxes.

11.2 Unless otherwise agreed in an Order Form, Simpløyer will invoice the Customer annually in advance (as from the date of the applicable Order Form) for the Customer's access and use of the Subscription Services.

11.3. Implementation Services are charged on a fixed price basis. Unless a fixed price or other terms to the contrary is agreed, other Professional Services will be charged on a time and material basis monthly in arrears in accordance with the applicable rate card, with expenses charged in addition. If an estimated total amount is stated by Simpløyer, such amount is only a good faith estimate for Customer's budgeting and Simpløyer's resource scheduling purposes, and the final aggregate fee for the Professional Services may be higher or lower.

11.4. Simpløyer may adjust any fees once each calendar year by an amount equal to (i) the percentage increase in the consumer price index of Statistics Norway, Statistics Sweden or Statistics Denmark as determined by the country in which Simpløyer is established, plus (ii) a further 3% of the then-current fee.

11.5. In addition, Simpløyer may with 90 days' notice adjust any fees to reflect (i) increased costs in providing the Subscription Services, such as costs resulting from price increases by subcontractors, suppliers of Third-Party Deliverables or hosting providers; (ii) additional costs resulting from changes in or new rules or administrative decisions

pertaining to public taxes or which otherwise require modifications of the Subscription Services; or (iii) additional costs resulting from investments in new technologies or infrastructure upgrades to enhance service delivery or security. Simpløyer's notice shall include a reasonably detailed rationale for the price increase.

11.6 If the Customer does not pay at the due date of an invoice, Simpløyer may claim interest on the overdue amount at the statutory rate applicable in country in which Simpløyer is established. If no such statutory rate applies, the Norwegian Interest Act (Act no. 100 of 17 December 1976) shall apply. Any dispute in relation to an invoice must be made in good faith and Customer must notify Simpløyer no later than on due date of the relevant invoice and specify and explain the reason for disputing the invoice. Simpløyer reserves the right to suspend or disable access to the Subscription Services if any invoice that has not been disputed in good faith is not paid within 30 days of its due date. Suspension shall remain in effect until payment is received or the dispute is settled.

11.7. Simpløyer reserves the right to introduce new or enhanced functionalities as separate modules to the Subscription Services. Such modules will be available to the Customer subject to additional fees, as detailed in a new Order Form, or an amendment of the existing Order Form.

11.8. Simpløyer reserves the right, upon 90 days' prior written notice, to require the Customer to migrate to a new package of the Subscription Services as part of a general upgrade or enhancement program where the Customer will obtain expanded functionality compared with what is already included in the Subscription Services. In such event, the Customer shall be provided with a summary of the additional functionalities and the applicable fees. If the Customer does not wish to accept the new package and associated fees, the Customer may terminate the Subscription Services by providing notice of termination within 90 days of receipt of Simpløyer's notice. Continued use of the Subscription Services after the effective date of the migration shall constitute acceptance of the new Subscription Service package and fees.

## 12. Usage review

12.1. Simpløyer reserves the right to periodically review Customer's access to and usage of the Subscription Services to ensure compliance with the user limitations and entitlements specified in the Order Form. If Simpløyer determines that the number of Users (or capacity where applicable) accessing the Subscription Services exceeds the User accounts or limitations set forth in the Order Form, Simpløyer may automatically adjust the fees to reflect the actual usage. The adjusted fees will be calculated based on Simpløyer's standard pricing for additional Users and will be applied retroactively from the date the limitation was first exceeded.

12.2 With respect to Simpløyer Expert, should the Customer's use significantly affect the availability of the service for other customers of Simpløyer, Simpløyer shall be entitled to deprioritize the Customer's cases or impose reasonable limitations on the customer's access to the support service, for example by setting an upper limit for case volume or resource usage. Any such measures shall be proportionate and communicated to the Customer.

## 13. Customer data, user behaviour and personal data

### 13.1 General

13.1.1 Customer owns all rights, title, and interest in and to all Customer Data. The Customer grants Simpløyer a non-exclusive, transferrable, and sub-licensable right to use Customer Data for the purpose of providing the Subscription Services.

13.1.2 Simpløyer may transform Customer Data to data that cannot be linked to any individual or the Customer by Simpløyer ("De-identified Data"), and use De-identified Data and other aggregated data generated by use of the Subscription Services (including usage statistics, volume data, frequency measurements and device IDs) for Simpløyer's legitimate business purposes (such as improving the services), assuming any such processing is conducted in accordance with applicable Laws and good industry practice.

13.1.3 Simplayer's processing of personal data on behalf of the Customer shall be governed by Data Processing Agreement.

### 13.2 Simplayer Expert

13.2.1 Solely with respect to the provision of Simplayer Expert, the Parties agree that Simplayer shall not be regarded as a data processor, and each Party shall be considered independent data controllers as defined in the GDPR. All personal data related to the Customer's use of Simplayer Expert will be processed in accordance with Simplayer's privacy policy, available at [<https://www.simplayer.com/privacy-policy>](<https://www.simplayer.com/privacy-policy>). The Customer shall ensure that its Users are made aware of the privacy policy.

## 14. Intellectual property

14.1 Simplayer (or one of its Affiliates) is and remains the owner of all intellectual property rights in the Subscription Services and other software developed and marketed by Simplayer (including any improvements or modifications thereto), the Documentation, any derivative work developed, generated, or obtained by either Party in connection with the performance of this Agreement and, unless otherwise is specifically agreed, any results which is developed by Simplayer as Professional Services, as may be later modified, amended or developed. Simplayer further owns all material to which Customer is granted access as part of the Subscription Services.

### 14.2 Marketing & Publicity Rights

14.2.1 Customer grants Simplayer a royalty-free, non-exclusive license to display Customer's name, logo and associated trademarks in Simplayer's and its Affiliates' marketing materials solely to identify Customer as a client. Such use shall comply with Customer's reasonable brand-usage guidelines, and Customer may revoke specific use by giving Simplayer written notice, after which Simplayer will cease such use within a commercially reasonable time.

## 15. Confidentiality

15.1 All information entrusted to the other Party and its employees and others acting on the behalf of the Parties in relation with the execution of the Agreement shall be treated confidentially and not made available to any outside party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this section 15 without the prior written consent of the other Party to the Agreement, subject to section 13 .

15.2. The provision in the first paragraph does not prevent the disclosure of information if required by Law or a public authority authorized to do so. When possible, the other party shall be notified before such disclosure of information.

15.3. The Parties may disclose information to third parties to the extent necessary for the execution of the Agreement, provided that such other recipient of the information is required to have a corresponding duty regarding confidentiality as set out in this section.

15.4. The provision in this section shall not prevent the Parties from utilizing the knowledge and expertise gained in connection with the execution of the Agreement.

15.5. The duty of confidentiality continues to apply also after the agreement has been ended or otherwise terminated.

## 16. Default and remedies

### 16.1 Default and Notification

16.1.1 A contractual default exists if a Party does not fulfill its obligations as set out in this Agreement.

16.1.2 If a Party becomes aware of or should reasonably become aware of a default or expected default by the other Party, it shall without undue delay notify the other Party in writing of reasonable details of the facts of the default and claims it wishes to raise.

16.1.3 If a Party fails to give notification in accordance with section 16.1.2, the Party loses its right to invoke the default.

16.1.4 Simplayer shall not be liable for defaults caused by:

- 1. modifications or interventions in the Subscription Services made by the Customer without Simplayer's prior written consent;
  - use of the Subscription Services in breach of Simplayer's instructions, or in a manner for which the Subscription Services is not construed or intended;
  - incorrect or negligent use of the Subscription Services, or by use of equipment, peripheral devices or software other than that prescribed by Simplayer; and
  - incorrectly configured or maintained third party software, including but not limited to, databases.

16.1.5 If artificial technology is used as part of the Subscription Services, the Customer acknowledges that it is responsible for all decisions made, advice given, actions taken, and failures to take action based on the Customer's use of artificial intelligence technology and for verifying the truth and accuracy of any output.

16.1.6 With respect to Simplayer Expert, it is acknowledged that, while Simplayer endeavors to provide accurate and reliable advice, all information and guidance provided through Simplayer Expert are intended for informational purposes only and do not constitute legal advice tailored to the Customer's specific circumstances, or a guarantee for a specific outcome. The Customer is advised to seek independent and specific legal advice before making any decisions or taking actions based on the information provided through Simplayer Expert. Simplayer and its Affiliates shall not be liable for any direct or indirect damages, including but not limited to financial loss, legal consequences, or disputes that may arise as a result of the use of Simplayer Expert or related materials/information. The Customer shall indemnify Simplayer and its Affiliates for all claims or losses directed at Simplayer or its Affiliates by any third party that has accessed or used the service or related materials/information via the Customer.

## 16.2 Cure

16.2.1 Upon notification of a default, the non-defaulting Party shall provide the defaulting Party with a reasonable period to cure the default, unless the default is of a nature that renders immediate remedies necessary.

16.2.2 If the defaulting Party fails to cure the default within the specified period, the non-defaulting Party may exercise the rights set out in section 16.3.

## 16.3 Remedies

16.3.1 Either Party may terminate this Agreement for breach if the other Party is in material breach of contract.

16.3.2 Irrespective of section 16.1.3, either Party may terminate this Agreement for breach with immediate effect if the other Party:

- 1. has given notice of suspension of payments; or
  - is the subject of a bankruptcy petition, commences negotiations for a composition with its creditors or applies for company reconstruction, enters into liquidation or otherwise is deemed insolvent.

16.3.3 Irrespective of section 16.1.2, Simplayer may suspend provision of the Subscription Services or suspend individual User's access if:

- 1. The Customer or any User engages in activities that infringe upon Simplayer's intellectual property rights, including unauthorized distribution or modification of the Subscription Services; or

- The Customer or any User creates or contributes to security vulnerabilities, including unauthorized access attempts, data breaches, or actions that compromise the integrity or security of Simplayer's systems.

16.3.4 Subject to section 16.4, a Party may claim damages for loss suffered resulting from the other Party's default.

#### **16.4 Limitation of liability**

16.4.1 Each Party's maximum aggregate liability for all claims arising out of or relating to the Agreement per contract year is limited to an amount corresponding to the total annual fees paid or payable by the Customer for access to the Subscription Services, excluding VAT.

16.4.2 Each Party's liability is limited to direct damages only and does not include any loss of profits, loss of business, loss of savings, depletion of goodwill and/or similar losses or loss or corruption of data or information, or any other indirect loss, including liability to pay compensation to third parties, however arising under the Agreement or otherwise.

16.4.3 The limitation of liability set out in section 16.4.1 does not apply with respect to a Party's:

- 1. gross negligence or willful misconduct;
  - infringement of the other Party's Intellectual Property;
  - non-payment of fees chargeable by Simplayer.

#### **16.5 Responsibility for Customer content**

16.5.1 The Customer acknowledges that Simplayer does not have any control over information and content submitted to the Subscription Services. Consequently, the Customer shall indemnify and hold harmless Simplayer and its Affiliates from any claims, liabilities, damages, losses, and expenses arising out of or in connection with any information or content submitted by the Customer, including any claims that such information or content infringes upon the rights of any third party or violates any applicable Laws.

#### **16.6 Force Majeure**

16.6.1 Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including strikes, lockouts, and any conditions that under applicable Laws will be regarded as force majeure.

16.6.2 In the event of a force majeure occurrence, the affected Party shall promptly notify the other Party in writing, providing details of the nature and extent of the force majeure event and its anticipated duration.

### **17. Term and termination**

17.1. Unless otherwise is agreed in the Order Form, the Agreement enters into force on the date in which is signed by the Parties, and remain on force for one year from the agreed delivery date of the Subscription Services.

17.2. Upon expiration of the initial term, the Agreement shall automatically renew for successive one-year terms, unless either Party provides written notice of its intention not to renew at least three months before the end of the then current term.

17.3. On the expiry or termination of the Agreement, all terminated rights and licences (if any) granted under the Agreement shall immediately terminate, and each Party shall return and make no further use of any equipment, property, software, documentation, materials, confidential information and other items (and all copies of them) related to the Agreement belonging to the other part.

### **18. Exit assistance**

18.1 Irrespective of the provisions set out in section 17, Simplayer shall grant Customer the right upon request to switch to a data processing service offered by a different provider of data processing services or to port all exportable data and digital assets to an on-premises ICT infrastructure. The Customer may trigger the switching process by providing written notice to Simplayer. The notice period required for initiation of the Exit Assistance shall not exceed two (2) months

18.2 The categories of Customer Data, other data and digital assets available for export ("Exportable Data") is documented at Simplayer Trust Center, as well as data formats, documentation of APIs and known technical challenges for the portability of relevant data, and what categories of data that cannot be exported (e.g. trade secrets). The specification on the Trust Center may be updated from time to time, provided such updates do not reduce the Customer's rights under the Data Act.

18.3 No later than upon expiry of the two (2) month notice period referred to in section 18.1, the Customer may notify Simplayer in writing of its decision to:

- switch to another provider of data processing services, specifying the relevant provider details;
- switch to an on-premises ICT infrastructure; or
- erase its Exportable Data.

18.4 The switching process shall commence upon expiry of the two (2) month notice period. Simplayer shall provide Exit Assistance for a transitional period not exceeding thirty (30) calendar days, unless :

- the Customer and Simplayer agree in writing to a longer period; or
- Simplayer notifies the Customer within fourteen (14) working days of receipt of the switching request that the thirty (30) day maximum is technically unfeasible, in which case Simplayer shall duly justify such technical unfeasibility and indicate an alternative transitional period not exceeding seven (7) months.

18.5 The Customer may once request an extension of the transition period if necessary to ensure service continuity when switching to another provider or on-premises solution. Simplayer shall grant such extension on fair and reasonable commercial terms, in accordance with Article 25(5) of the Data Act. Simplayer shall also, upon Customer's request, provide reasonable assistance to the Customer and third parties authorized by the Customer for the purposes of allowing Customer to port Exportable Data to another service provider or to an on-premise environment.

18.6 The Customer undertakes to take all reasonable measures to achieve effective switching. The Customer undertakes to be responsible for the import and implementation of Exportable Data in their own systems or in the systems of the third party provider.

18.7 The Customer or third parties authorized by them, including where relevant the third party provider to which Exportable Data is ported, undertake to respect the intellectual property rights of any materials provided in the switching process by Simplayer. The Customer undertakes to provide access to and if necessary to sublicense the use of these materials to third parties or to the third party provider only insofar as necessary to complete the switching process until the end of the agreed transitional period, respecting at the same time the confidentiality commitments, as well as the intellectual property rights granted by Simplayer. Simplayer may require third parties authorized by the Customer to enter into reasonable confidentiality undertakings, provided that such undertakings do not prevent or unduly restrict the portability and use of the Exportable Data for the legitimate purposes of service transition.

18.8 When providing Exit Assistance, Simplayer shall:

- act with due care to maintain business continuity, and continue the provision of the functions or services under this Agreement;
- provide clear information concerning known risks to continuity in the provision of the functions or services on the part of the Subscription Services; and
- ensure that a high level of security is maintained throughout the switching process, in particular the security of the data during their transfer and the continued security of the data during the retrieval period, in accordance with

applicable Law.

18.9 The Agreement shall be considered to be terminated and the Customer shall be notified of the termination, in one of the following cases:

- where applicable, upon the successful completion of the switching process;
- at the end of the maximum notice period referred to in section 18.1, where the Customer does not wish to switch but to erase its exportable data and digital assets upon service termination.

18.10 Simplifier shall ensure a minimum period for retrieval of Exportable Data of at least thirty (30) calendar days following the termination of the transitional period agreed as per section 18.4.

18.11 Simplifier guarantees full erasure of all Exportable Data generated directly by the Customer, or relating to the Customer directly, after the expiry of the retrieval period or after the expiry of an alternative agreed period at a date later than the date of expiry of the retrieval period referred to in section 18.10, provided that the switching process has been completed successfully.

18.12 Simplifier may charge the Customer for exit assistance services provided during the notice period, the transitional period, and the retrieval period. Exit Assistance charges shall be limited to costs directly incurred by Simplifier in providing such assistance, including but not limited to staff time, technical resources, and reasonable administrative expenses and be presented to the Customer in a transparent and itemized manner prior to commencement of the switching process.

18.13 For clarity, Exit Assistance charges shall be separate from the ongoing Subscription Services fees payable by the Customer for continued access to the Subscription Services during the notice period, the transitional period, and the retrieval period.

18.14 If exercising its rights under this section 18 results in termination of the Agreement prior to expiry of the applicable term under section 17, the Customer shall remain liable to pay all outstanding fees for the remaining duration of the term, nor shall Simplifier be liable to refund any prepaid fees. This applies irrespective of whether services are used during the remaining period, unless otherwise expressly agreed in writing. The Parties agree that the payment obligation is proportionate and reflects the agreed commitment period and the pricing model on which the Agreement is based.

## 19. Amendment of terms

19.1 Simplifier reserves the right to reasonably amend or modify these T&Cs and the Appendices of this Agreement at any time, such as for the purposes of aligning the T&Cs with development of new products development, market development, company changes, unforeseen events or changes in Laws.

19.2 Any amendments will be notified to the Customer at least ninety (90) days prior to the effective date of such changes, unless the Agreement is terminated in accordance with 19.3 below.

19.3 If the Customer reasonably demonstrates that an amendment results in materially adverse effects for the Customer, the Customer may terminate the Agreement with sixty (60) days' notice allowing the Customer time to find an alternative solution if such notice of termination is sent prior to the changes becoming effective.

19.4 The Customer's continued use of the Subscription Services after the effective date of any amendments if the Customer has not terminated the Agreement shall constitute acceptance of the revised terms.

## 20. Assignment

20.1. The Customer may not assign its rights and obligations under the Agreement to any other party without the prior written consent of Simplifier (not to be unreasonably withheld), including as part of a merger with another company (merger) or division of the company (demerger).

20.2. Simplifier may assign its rights and obligations under this Agreement fully or partially to a third party.

## **21. Notices**

21.1. All notices and communications under the Agreement (except for routine communication) must be in writing and shall be provided to the authorized representative of the other Party as identified in the Order Form.

## **22. Entire Agreement**

22.1. The Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter and specific parts of the Subscription Services procured and supersedes all written or oral warranties, commitments, undertakings, and agreements between the Parties which have preceded the Agreement.

## **23. Governing law and disputes**

23.1 This Agreement shall be construed in accordance with the laws of the jurisdiction in which Simplifier is established.

23.2 Any dispute arising out of the Agreement shall be sought to be resolved by negotiation between the Parties.

23.3 If negotiation is unsuccessful, the matter shall be subject to the exclusive jurisdiction of the courts where Simplifier has its domicile.