

1. Preamble

1.1 The General Terms & Conditions shall apply to Fenerum ApS' delivery of services for recurring billing, expense management and real time reporting ("Service"). The Service shall be delivered to business customers only.

1.2 By ordering the Service the customer ("Subscriber") accepts the General Terms & Conditions which will apply to the use of the Service for the full length of the subscription. The General Terms & Conditions apply in full, unless otherwise stated in Fenerums order confirmation or other specific written agreement with the Subscriber.

1.3 All notices, invoices or other messages from Fenerum to the Subscriber are sent to the email-address given by the Subscriber. It is the sole responsibility of the Subscriber to inform Fenerum about their, at any time valid e-mail address. Any message, notice, or similar from Fenerum sent to the, by the Subscriber designated email-address has the same legal effect as if it was sent by regular mail.

2. Fenerums Services

2.1 Fenerum delivers web-based services that allow the Subscriber to manage their subscription business, including, but not limited to, billing, expense management and reporting. Fenerums Service is delivered as described on Fenerums website with the modifications described in the order confirmation, should one be issued.

2.2 Fenerums Service is in constant development and the Service is provided as is in the at any given time current version.

2.3 Fenerum aims to deliver the Service continuously without significant interruptions or delays, however, Fenerum does not warrant a specific uptime for the Service. In case of error, failure or interruption of the Service, Fenerum shall initiate remedy within reasonable time. The Subscriber shall assist Fenerums efforts to a reasonable extent.

2.4 Fenerums Service is for the sole use of the Subscriber. The Subscriber is not entitled to make the Service available for any third parties.

2.5 Fenerum processes Personal Data, in accordance with the provisions set forth in Appendix A.

2.6 The Subscriber retains full ownership of the data sent to Fenerum. Fenerum is to treat the data with full confidentiality and may only use any data for the specific purposes requested by the Subscriber, except in the case where the data is used anonymously for benchmarking and/or statistics.

3. Pricing and Payment

3.1 The at any given time current price for Fenerum's services can be found on Fenerum's website unless otherwise agreed on the order confirmation. For companies registered in Denmark, an extra VAT of 25% is added to the price. The subscription along with any extra fees is invoiced monthly in advance. Payment by debit cards, credit cards, direct debit or similar is charged as the invoice is sent. Fenerum reserves the right to charge an additional fee for invoicing.

3.2 An Active Subscriberer is defined as an account that exists in the Subscribers instance of Fenerum with at least one (1) active subscription, meaning that the start date of the subscription is in the past and the end date is in the future, or the subscription does not have an end date.

3.3 With 30 days notice on Fenerums website, Fenerum reserves the right to change the price of the Service. Any changes to the existing Terms and Conditions shall be given with the same notice.

3.4 Delay in payment shall be charged interest according to the Danish "Renteloven" ("Bekendtgørelse af lov om renter og andre

forhold ved forsinket betaling"). In case of late payment, Fenerum reserves the right to disconnect the Service without any notice.

4. Subscriber's Obligations

4.1 The Subscriber shall truthfully inform Fenerum about the number of active customers they are billed on recurring basis with Fenerum.

4.2 It is the sole responsibility of the Subscriber to ensure that Fenerum only has limited access to the customers passwords, data and/or other information and only what is necessary to deliver the Service. It is the sole responsibility of the Subscriber to ensure that the Subscriber's use of the Service and the Subscriber's own systems are in compliance with (i) the Subscriber's internal guidelines (ii) local legislation including local privacy laws and (iii) customary and reasonable security procedures for the protection of systems and data.

4.3 The Subscriber agrees to Fenerums use of the Subscriber's name and logo for marketing purposes including but not limited to Fenerums website.

5. Liability

5.1 Fenerum is liable for acts or omissions under Danish law concerning damages. Fenerum shall not be held responsible for indirect losses, including operating losses, loss of profits, loss of turnover or similar.

5.2 Fenerum shall not be held responsible for loss or alteration of the data received or transmitted from the Subscriber nor shall Fenerum be held responsible for loss due to unauthorized access to the Subscriber's data and/or systems except to the extent that Fenerums negligence caused such loss, alteration of the data or unauthorized access.

6. Duration of the Agreement

6.1 The agreement with Fenerum can be terminated by the Subscriber or by Fenerum at any time. The agreement stays in effect until the end of the paid period after which it automatically terminates.

6.2 Fenerum reserves the right to charge the Subscriber the full amount for the number of users above the number agreed upon until the termination of the agreement.

7. Primary Language, Venue and Choice of Law

7.1 Any disputes and discrepancies will be decided exclusively by the ordinary Danish courts and in pursuance of Danish law, except for the Danish rules concerning choice of law. The venue for any dispute or discrepancies shall be the Regional Court of Aarhus, Denmark.

Appendix A

1. Processing of Personal Data

1.1 Roles of the parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Subscriber is the Controller, Fenerum is the Processor and that Fenerum will engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors" below.

1.2 Subscriber's Processing of Personal Data. The Subscriber shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Subscriber's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. The Subscriber shall have sole responsibility for the accuracy, quality, and legality of the Personal Data and the means by which the Subscriber acquired the Personal Data.

1.3 Fenerum's Processing of Personal Data. Fenerum shall only Process Personal Data by documented instructions from the Subscriber, unless required by EU-law or the National Law of the Member States to which Fenerum is subject; In that case, Fenerum shall notify the Subscriber of this legal requirement before Processing, unless that court prohibits such notification for reasons of important social interests, cf. Article 28 (3) a.

1.4 Fenerum's information duty. Fenerum shall immediately inform the Data Controller if instructions in the opinion of Fenerum contravene the General Data Protection Regulation or data protection provisions contained in EU-Law or the National Law of the Member States to which Fenerum is subject.

1.5 Details of the Processing. The subject-matter of Processing of Personal Data by Fenerum is the performance of the Services pursuant to the Terms and Conditions. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed are specified in Appendix B (Details of the Processing)

2. Rights of the Data Subjects

2.1 Fenerum shall, taking into account the nature of the Processing, assist as far as possible the Subscriber by appropriate technical and organizational measures, with the obligation of Subscriber to respond to requests for the exercise of the data subjects' rights as laid down in Chapter 3 of the Data Protection Regulation.

2.2 Fenerum shall assist the Subscriber in ensuring compliance with the Subscriber's obligations pursuant to Article 32-36 of the Data Protection Regulation, taking account of the nature of the Processing and the information available to Fenerum, as referred to in Article 28 (3) f.

2.3 Should the Subscriber need the assistance of Fenerum, in ensuring compliance with the obligations set forth in Article 32-36, Fenerum retains the right to charge the Subscriber reasonable costs associated with the assistance, including the hours spent by Fenerum personnel.

3. Fenerum personnel

3.1 Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Fenerum shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

3.2 Fenerum shall take commercially reasonable steps to ensure the reliability of any Fenerum personnel engaged in the Processing of Personal Data.

3.3 Fenerum shall ensure that the access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

4. Processing security

4.1 Fenerum shall implement all measures required by Article 32 of the Data Protection Regulation, which shall include, appropriate technical and organizational measures, to ensure a level of safety fitting these risks.

5. Sub-processors

5.1 Fenerum shall comply with the conditions referred to in Article 28 (2) and (4) of the Data Protection Regulation, to use another Data Processor (Sub-processor).

5.2 Fenerum maintains an updated list of Sub-processors supported by Plecto on this link:
<https://www.plecto.com/legal/subprocessors/>

5.3 The Subscriber gives Fenerum a general approval, to use the Sub-processors defined in the link in section 5.2 including any future sub-processors added to the link in section 5.2

5.4 The Subscriber may contact Fenerum to be signed up for an email notification list, that provides notice, in case Fenerum changes any of their Sub-processors.

5.5 The Subscriber may object to Fenerum's use of a new Sub-processor by notifying Fenerum promptly in writing within ten (10) business days after receipt of Fenerum's notice in accordance with the mechanism set out in Section 5.4 in the event the Subscriber objects to a new Sub-processor, as permitted in the preceding sentence, Fenerum will use reasonable efforts to make available to the Subscriber a change in the Services or commend a commercially reasonable change to the Subscriber's configuration, or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonable burdening the Subscriber. If Fenerum is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, the Subscriber may terminate the Agreement. Fenerum will refund the Subscriber any prepaid fees covering the remainder of the term of the Agreement following the effective date of termination.

5.6 Fenerum shall be fully liable for the acts and omissions of its Sub-processors to the same extent Fenerum would be liable if performing the services of each Sub-processors, except as otherwise set forth in the Agreement.

6. Transfer of information to third countries or International Organizations.

6.1 Fenerum may process Personal Data only by documented instructions from the Subscriber, including as regards to the transfer and internal use of Personal Data to third countries or International Organizations, unless required under EU law or national law of the Member States, to which Fenerum is subject; In that case, Fenerum shall notify the Subscriber of this legal requirement before Processing unless that court prohibits such notification for reasons of important social interests, cf. art. 28 (3) a.

6.2 If the list of Sub-processors in accordance to Section 5.2 contains companies located in third countries, The Subscriber will have approved Fenerum's use of these Sub-processors, for Processing of Personal Data, now and henceforth.

7. Breach Notifications

7.1 Fenerum maintains security incident management policies and procedures and shall, notify Subscriber without undue delay after becoming aware of the accidental or unlawful destruction, loss,

alteration, unauthorized disclosure of, or access to Subscriber Data, including Personal Data, transmitted, stored or otherwise Processed by Fenerum or its Sub-processors of which Fenerum becomes aware (a "Customer Data Incident").

7.2 Fenerum shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as Fenerum deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within Fenerum reasonable control. The obligations herein shall not apply to incidents that are caused by Subscriber or Subscriber's Users.

7.3 Fenerum are obligated, to provide the Subscriber with information about such breaches as described in 8.1, within 48 hours of the breach, so that The Subscriber, can inform the supervisory authority within 72 hours, as required by Article 33 (1).

8. Deleting and retrieving information

8.1 Upon termination of the Processing services, Fenerum is obliged to delete or return all Personal Data to The Subscriber, as well as to delete existing copies, unless the European Union or national law prescribes the retention of Personal Data.

9. Audit

9.1 Fenerum shall make available to The Subscriber all information necessary to demonstrate compliance with Article 28 of the Data Protection Regulation and allow and contribute to audits, including inspections carried out by the Subscriber or other auditor, which is authorized by The Subscriber.

9.2 Fenerum is obligated to comply with Article 58, acknowledging the Powers of the Supervisory Authorities.

9.3 Any audits by the Subscriber, has to be announced at least 72 hours in advance, and can not interfere with the people at Plecto or their daily working tasks.

9.4 The Subscriber shall pay all its own costs associated with the Audit.

10. Legal

10.1 Fenerum shall promptly inform Subscriber if it becomes subject to any proceedings which may lead to a claim for compensation or an administrative fine under the EU Legislation or national legislation supplementing the EU GDPR. Should such proceedings be initiated, Fenerum shall (a) provide Subscriber with the details (including specific infringement allegations); (b) provide Subscriber with such information and assistance that Subscriber reasonably requests; and (c) not hinder or oppose Subscriber from taking an active part in the proceedings (using its own counsel at its own cost).

Appendix B

1. Nature and Purpose of Processing

1.1 Fenerum will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Subscriber in its use of the Services.

2. Duration of Processing

2.1 Subject to Section 8 of Appendix A, Fenerum will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

3. Categories of Data Subjects

3.1 Subscriber may submit Personal Data to the Services, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Subscriber (who are natural persons)
- Employees or contact persons of Subscriber's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Subscriber (who are natural persons)
- Subscriber's Users authorized by Subscriber to use the Services

4. Type of Personal Data

4.1 Subscriber may submit Personal Data to the Services, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Connection data
- Payment information