



ELOOMI TERMS AND CONDITIONS

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1. ACCEPTANCE

- 1.1 The customer agrees to be bound by these terms when the customer has accepted the terms electronically or otherwise accepted in writing. eloomi reserves the right to update and change the terms from time to time.

2. SERVICE

- 2.1. eloomi services are delivered as a software as a service application and based on the agreed subscription. eloomi reserves the right to continuously develop and improve its services, including their functionality in such a way as deemed appropriate or necessary by eloomi. eloomi may suspend or discontinue the customer subscribed services if critical short-term maintenance is needed or if customer balance is past due, support or service periods will be communicated to the customer on the eloomi support channels.

3. PRICING

- 3.1. Customer' invoice will be issued at time of contract signing or effective date. The customer can activate users within the agreed limit of users in the subscription period. Active users exceeding the agreed limit of users are automatically billed unless an extension of limit has been agreed upon in writing with eloomi. Other subscriptions than users are billed per service. In cases of subscribed to Extended Enterprise users the customer accepts those to be external users outside the customer's domain, otherwise they will be calculated as a default user.
- 3.2. All prices are in USD, EUR, GBP, or DKK based on the subscription agreed and are exclusive of any taxes, VAT, fees, levies, or duties imposed by tax authorities. eloomi reserves the right to change its prices at renewal.
- 3.3. Terms of payment is in advance of the commencement of the subscription period. In case of a multiyear subscription, the terms of payment are in advance of each 12 months of subscription. Invoices are due upon receipt. If payment is made through credit card services or similar transaction services, related transactions fees will be billed to the customer. For credit card payments, any upgrade in subscription or additional purchases, the credit card provided will automatically be charged the new subscription for the remainder of the subscription period, and for any downgrade in the subscription the charge will be reduced in the next subscription period from renewal, with at minimum one month's written notice before the end of the subscription period. All payments and billing are non-refundable.
- 3.4. In the event of late payment, eloomi may charge interest from the due date at the maximum allowed statutory rate. eloomi reserves the right to close the customer's access to the eloomi services without notice if payment has not been made on time. If the access is closed, the customer is still under an obligation to pay according to the subscription.

4. SUPPORT

- 4.1. If Customer experiences any errors, bugs, or other issues in its use of the Services, then eloomi will use commercially reasonable efforts to respond as soon as possible ("Support") in order to resolve the issue or provide a suitable workaround. The fee for Support is included in the cost of the Subscription set forth on the Order Form or Master Agreement, and will only be available for administrators. Customer will send any Support requests to eloomi via email support@eloomi.com. eloomi undertakes to respond within a reasonable timeframe and no later than next business day, defined as Monday to Friday CET and EST time zones, excluding public holidays.
- 4.2. The service level agreement is informed on the eloomi support channels. Service plan is informed as part of the subscription. In the event of a critical defect (e.g., a main functionality does not work as intended or the platform is inaccessible) the customer can document in writing to eloomi. eloomi shall, as soon as reasonably possible, start remedying the critical defect and will communicate timing and functionality updates with the customer.
- 4.3. Services are provided according to international and recognized standards with a high security focus with among other audited and certified to ISAE3000 and GDPR compliant. eloomi performs 24/7/365 monitoring of services, and eloomi employees are audited and 100% compliant to the IT-Security-Policy and bound by confidentiality clauses in the employee service agreements.

5. INTELLECTUAL PROPERTY RIGHTS

1. The customer acknowledges and accepts that eloomi is the owner of all rights to the eloomi software, the services used and other intellectual property rights. The subscription does not entail any reassignment of such rights but only that the customer can use such rights in compliance with the agreed terms. The customer may not duplicate, copy, or reuse any portion of the eloomi platform, services, visual design elements or concepts without express written permission from eloomi. The customer will be liable by law in case of violation. The customer may not use the service for any illegal or unauthorized purpose. Not, in the use of the service, violate any laws (including but not limited to copyright laws). eloomi acknowledges and accepts that the customer is the owner of all rights to the customer data and content created by the customer and that this subscription does not entail any reassignment of such rights to eloomi.
2. eloomi can offer subscription access to third-party e-learning content providers. The customer acknowledges that eloomi is not the publisher of third-party e-learning content, and the purchase of any content subscription through eloomi and access to this content, quality, features, updates, replacements and similar, are subject to the content providers' separate terms informed on eloomi.com. Moreover, the customer acknowledges that the use of the content is not deemed to create any liability or responsibility for eloomi. Such content providers are not sub-contractors to eloomi, and the customer has the full liability regarding necessary data protection and any data processing performed by such providers under all applicable laws.
3. eloomi reserves the right to remove or delete any unlawful or unapproved content and any content where eloomi determines the existence of potential copyright infringement issues.
4. The customer will indemnify eloomi for any violation of section 5. INTELLECTUAL PROPERTY RIGHTS.

6. LIABILITIES

- 6.1. eloomi's liability for any loss or damage is limited to the sum of the customer's payments received by eloomi in the previous 12-month period of the service on which the claim is based. eloomi and its management and employees are not liable for the customer's indirect, or consequential losses. If customer utilizes the eloomi product and services in an unlawful or unintended manner, eloomi and its management and employees are not liable for the customer's direct, indirect, or consequential losses. The customer understands and agrees that the services may from time to time contain minor software bugs, as services are in ongoing development and ongoing feature updates will be provided. The customer is responsible for maintaining the security of the access and passwords. eloomi cannot and will not be liable for any loss or damage from the customer failure to comply with this security obligation. Neither Party shall be liable in case of force majeure or other circumstances beyond the parties' direct control (except for failure to pay fees), including any liability for free products and services, trials and pilot versions and non-paid subscriptions. As in section 5.2, such circumstances also cover third-party e-learning content providers and other services outside of eloomi control.

7. RIGHTS

- 7.1. The customer is not entitled to assign their rights and obligations under the subscription to a third-party without eloomi's acceptance unless a new assigned third-party acquires the majority of the customer and fulfils the subscription.
- 7.2. The customer and eloomi agree to mutual non-disclosure and confidentiality, and to keep all circumstances secret vis-a-vis any unauthorized third-party to which a party has obtained non-public and confidential knowledge about the other party or its activities because of the cooperation. The customers users with administrator rights may receive e-mails with information and can always choose preferences and unsubscribe.

8. TERMINATION

- 8.1. Either party may terminate the subscription at minimum one month's written notice before the end of the subscription period (Notice Period). Payments already made, including prepayments or billing, are not reimbursed in the event of termination. Both parties are obligated to fulfil the full subscription in case of termination and the customer is obligated to pay any non-billed amounts within the subscription period. On expiry of the subscription the customer has the right to export own data from the services within 20 business days after the expiry of the subscription. eloomi can, on request, export the data in standard format. After expiry of the said period, eloomi has

the right to delete the customer's data, but subject to clause 10. If the subscription is not terminated within the Notice Period, the customer accepts that eloomi will renew the same subscription regardless of whether the services are used or not. The customer is solely responsible for properly cancelling the account.

- 8.2. eloomi, in its sole discretion, has the right to suspend or terminate the services at any time and without prior notice in case of fraudulent, criminal, grossly negligent or otherwise intentional misconduct, or violation of any law or regulation, in connection with the performance of the customer's obligations hereunder, and/or demonstrated usage negatively impacting the performance of the services, and/or grossly negligent breach of the terms. For free versions and trials, eloomi, in its sole discretion, has the right to suspend customer access if the customer has not used the free versions and trials in a 3-month period.

9. LAW AND VENUE

- 9.1. Any dispute must be determined in accordance with the applicable law or jurisdiction as defined in this agreement. Customers may select Danish law, and each party submits to the jurisdiction of the District Court of Copenhagen, Denmark. United Kingdom customers can choose in accordance with the laws of England and Wales. United States customers can choose in accordance with the State of Delaware. Any customer who purchased services online will always be regulated according to Danish law and venue. Any dispute will be carried out in the English language.
- 9.2. If any part of these terms is deemed to be unlawful and invalid and thus unenforceable, this will not affect the validity and the enforcement of the remaining parts of these terms.

10. DATA PROCESSING AGREEMENT

- 10.1. eloomi complies with GDPR regulations and the Data Processing Agreement can be viewed at eloomi.com.