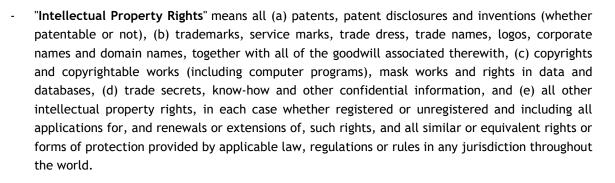# Schedule 1: Digizuite Standard Terms & Conditions

1   Introduction

1.1   The Agreement and Schedules govern the Licenses and the provision of the Services.

1.2   The Agreement supersedes all other agreements and understandings between the Parties with respect to the Licenses and the Services. This shall include promotion material, quotations, standard terms and conditions of both Parties, negotiations and any other communication between the Parties, unless such are specifically incorporated into the Agreement.

2   Definitions

2.1   When used capitalized in the Agreement or any of its Schedules, including this Schedule 1 (Digizuite Standard Terms and Conditions), the following terms and phrases shall have the following meanings:

- **"Affiliate"** means any other individual or legal entity in relation to the Customer, which directly or indirectly controls, is controlled by, or is under direct or indirect common control with that Customer. In case of change of control or such other event in relation to an Affiliate, such Affiliate shall retain its status as an affiliate and shall remain subject to this Agreement for a transitional period of three months after such relation to Customer ceases to exist.

- **"Agreement"** means the Master License and Services Agreement between Digizuite A/S and Customer, including its Schedules.

- **"Customer"** means the individual or legal entity identified on the cover/first page of the Agreement.

- **"Documentation"** shall mean the information regarding the Software provided to Customer pursuant to the Agreement and Section 4 of this Schedule 1.

- **"End-user"** or **"User"** means any individual who utilizes the Software via a login. Users are divided into the following categories:

- (i) **"Light User"** means a User who has access restricted to read & download only in Media Manager and access to MS Office connector or Mobile.

- (ii) **"Adobe CCC Full User upgrade"** means a Full User who has access to Adobe Creative Cloud Connector.

- (Iiii) **"Full User"** means User who has access to edit, upload or administrate in DAM Center or Media Manager and access to DAM for Sitecore or DAM for Optimizely.

- "**Intellectual Property Rights**" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law, regulations or rules in any jurisdiction throughout the world.

- **"Party"** or **"Parties"** means either or both of Digizuite A/S and Customer or either of their successors in interest.

- **"Software"** means any Digizuite™ software, including but not limited to DAM Center; DAM for Sitecore; DAM for Optimizely; Microsoft Office Connector; Adobe Creative Cloud Connector; and/or API Integration Points; as applicable and specified in the Agreement.

- **"Subscription Services"** means the Licenses, Support and Stay Current Services, and Cloud Services provided as subscriptions pursuant to the Agreement.

3   The License

3.1   Customer and each of Customer's authorized (as specified in Section 3 of the Agreement) Users of the Software, whether Customer's employees, agents and contractors acting on Customer's behalf, shall be granted a global, limited, non-exclusive and non-assignable License to use the Software for the Term in accordance with the Agreement.

3.2   Customer shall not acquire a greater right to the further developments or adaptions of the Software, including source code, documentation etc., than the right Customer has been granted to the Software, unless otherwise set out in this Agreement.

3.3   The Software may at Digizuite A/S's sole discretion be subject to changes from time to time, including by addition or removal of features. Such changes may occur without notice however, Digizuite A/S will use reasonable efforts to notify the Customer in advance.

3.4   The Software may be used for Customer's benefit only, such as processing of Customer's data as part of the administration of Customer's business and/or the operation of Customer's business. In addition, Customer may only make and install copies of the Software for development, testing, disaster recovery, backup or archive purposes, provided such copies shall not be used for commercial or production purposes.

3.5   The License shall include a right for Customer to, on the same terms as applies to Customer (including compliance with the license metrics),
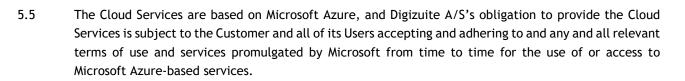
a. allow any Affiliate (as defined below) within the same corporate group as Customer to use the Software for the Affiliate's own benefit, and

b. allow any third party to host and operate the Software on behalf of Customer and solely for Customer's benefit.

3.6   Customer shall in all respects be directly responsible for the acts and omissions of such Affiliates and third parties.

3.7   The License is conditional upon the timely payment of all due License Fees (and any other payments pursuant to the Agreement).

4   Documentation

4.1   The Software shall include the following Documentation:

4.2   User documentation: https://digizuite.atlassian.net/wiki/spaces/DD/overview

4.3   Architecture overview:
https://digizuite.atlassian.net/wiki/spaces/DD/pages/693796914/Architectural+Overview

4.4   API documentation:
https://digizuite.atlassian.net/wiki/spaces/DD/pages/131661842/API+Documentation

4.5   The Documentation shall meet good industry practice and shall enable Customer to utilize the Software according to this Agreement.

5   The Services

5.1   Unless otherwise agreed, in respect of Digizuite's provision of Consultancy Services and Support Services on a time and material basis, Digizuite A/S does not warrant any specific result, functionality or operation efficiency of Services provided.

5.2   Installing new Software releases on customers environments are provided by subscription to Stay Current service, otherwise any installation of new releases shall be at Customer's discretion and cost.

5.3   Unless explicitly agreed as part of the Subscription Services or purchased as a Consultancy Service, Digizuite A/S does not warrant that integrations or customizations shall be operational and/or functional after installation of a new version/release.

5.4   In the specifications for the Cloud Services, Digizuite may define specific service levels. Beyond any such defined levels, Digizuite A/S will use commercially reasonable efforts to make the Software available at all times, except for planned downtime and any unavailability caused by external events, incl. force majeure circumstances and third-party applications cf. Clause 5.5. Digizuite A/S will use reasonable efforts to correct any incidents, but expressly disclaims any legal obligations to do so.

5.5 The Cloud Services are based on Microsoft Azure, and Digizuite A/S's obligation to provide the Cloud Services is subject to the Customer and all of its Users accepting and adhering to and any and all relevant terms of use and services promulgated by Microsoft from time to time for the use of or access to Microsoft Azure-based services.

5.6 Except for Consultancy Services, Business Hours mean Monday - Friday 8:00 a.m. – 5:00 p.m. (CET), and Business Days mean Monday to Friday, except for public holidays in Denmark, December 24th and December 31th. For Consultancy Services the time zone and public holidays in the country from which the Consultancy Services is performed shall be applicable. To the extent that Consultancy Services are to be performed on-site at Customer's location outside of Denmark, the Customer shall, unless otherwise agreed to, in addition to the fees, pay all reasonable travel, accommodation and per diem costs for each consultant, and Digizuite A/S shall in its reasonable discretion assign the required number of consultants to perform such services. Further, Digizuite A/S's obligation to provide Consultancy Services on-site outside of Denmark shall be subject to and contingent on the consultants assigned by Digizuite A/S to perform/provide such services actually being admitted into Customer's jurisdiction/country by the immigration/customs authorities thereof for that purpose.

6   Audit

6.1 Upon request, Customer must provide Digizuite with all documentation reasonably requested by Digizuite for the compliance with the Agreement, including that Customer has purchased licenses for all End-users, and its compliance otherwise with this Agreement. Such can e.g. include list of the End-users and third parties having access to the Software.

6.2 Digizuite shall have the right to verify Customer's compliance with the Agreement at any time and without notification. Customer shall provide Digizuite with reasonable assistance in its verification efforts.

6.3 Without prejudice to any other remedies available to Digizuite, if Customer has more End-users or third party users than the number of purchased licenses, Digizuite shall be entitled to demand payment of the additional Fees for the period Customer has not had the sufficient/correct number of licenses.

6.4 Digizuite A/S shall maintain a reasonable accounting system for tracking the time spent by its employees and subcontractors (if any) on consultancy services provided to Customer for which Customer is obligated to pay hourly rates or otherwise for time spent. Provided the Customer can show reasonable cause, the Customer may request that Digizuite A/S provide Customer with the underlying documentation maintained for Digizuite A/S's billing for such consultancy services.

6.5 Neither Party shall be responsible for the other Party's costs associated with this clause 6. Notwithstanding the foregoing, if an audit either (i) reveals that the Customer has had 10% or more End-users or third party Users than the number of purchased licenses for more than 30 consecutive calendar days; or (ii) does not reveal fraud, negligent misrepresentation, and/or overcharges of more than 10% or more on the part of Digizuite, the Customer shall pay all of Digizuite A/S's reasonable costs incurred in the execution of such an audit, including, but not limited to, costs of forensic IT-accounting, travel, accommodation, per diem, and mileage.
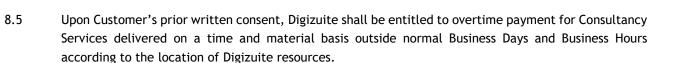
7 Customer Obligations

7.1 Customer shall pay the fees and any other charges, and at the times, as specified elsewhere in this Agreement.

7.2 If Customer experiences any service outages, delays, unavailability, loss of data or incidents in general, Customer is required to immediately report such incidents to Digizuite. Customer's failure to do so shall relieve Digizuite A/S of its obligations, if any, to remedy any such event.

7.3 Customer shall be responsible for adding and removing additional End-users to the Software and assigning access rights to the same in accordance with the license subscription. For security and billing purposes it is important that any and all End-users are kept up-to-date. Digizuite will not be liable for any inaccuracy.

7.4 Customer shall in all respects be directly responsible for the acts and omissions of End-users. Customer shall indemnify Digizuite for any damages directly and immediately resulting from noncompliance with the provisions of this Clause 7.

7.5 Customer shall use the Software in accordance with the provided Documentation, Digizuite's instructions and good industry practice. Digizuite shall not be liable for errors, delays or disruptions in operation occurring as a result of Customer's improper use of the Software, use of the Software in any other way than as described in the Documentation or by good industry practice, or due to negligence on the part of Customer, its staff or any third party.

7.6 To the extent Customer's standard software causes lack of performance in the Services, Digizuite may require that Customer obtains necessary releases and/or new versions of the software as the remedial action. To the extent Customer has not obtained such necessary releases and/or new versions, Digizuite shall not be liable for any lack of performance in or as a result of the Services.

8 Fees and payment

8.1 One-time Fees and Subscription Service Fees, for the first Term, are invoiced and are due and payable upon the Customer's signing of this Agreement, unless otherwise specified.

8.2 All Subscription Service Fees are invoiced and are due and payable at renewal date and all services on T&M are invoiced and are due and payable monthly in arrears on the last business day of each calendar month.

8.3 Unless agreed in writing, Digizuite's provision of Consultancy Services shall be delivered against payment on a time and material basis in accordance with the actual number of hours used in delivering the Services according to ratecard.

8.4 Registration of time worked is done according to the consultant's registration with Digizuite's time registration system.

8.5   Upon Customer's prior written consent, Digizuite shall be entitled to overtime payment for Consultancy Services delivered on a time and material basis outside normal Business Days and Business Hours according to the location of Digizuite resources.

8.6   All fees are stated exclusive of any applicable value added taxes ("VAT"), sales taxes, use taxes and excise taxes, as applicable, and any other similar taxes, duties and charges of any kind (hereinafter jointly "VAT") imposed by any country, state, local or other governmental entity on any amounts payable by the Customer. Any such VAT may be applied and collected by Digizuite A/S as required by the applicable laws of Denmark and/or Customer's or any other applicable jurisdiction, and Customer shall be obligated to pay any such VAT along with the fees; or in the event that Digizuite A/S is subsequently required by any such entity to pay any such VAT, then Customer shall be obligated to pay, or reimburse Digizuite A/S for payment thereof, immediately upon Digizuite A/S's request. Customer shall be responsible for any withholding taxes or other taxes and duties.

8.7   Digizuite is entitled to an interest of 1.5 % per month on all overdue payments.

8.8   Any late payment entitles Digizuite to stop provisioning of services and release of delivery obligations. Any late payments above 10 business days is considered a material breach of this Agreement.

8.9   The Subscription Fee, hourly rates (and any other charges pursuant to the Agreement) may at Digizuite discretion be adjusted according to net price index, once per year, however by a maximum of 5%, without any further notice.

9   Intellectual property rights

9.1   All Intellectual Property Rights in and to the Software and Documentation (including but not limited to any images, photographs, road and address data, animations, video, audio, music, text, and "applets", incorporated into the Software), the accompanying printed materials and any copies of the Software; as well as any subsequent amendments, updated, and/or new versions thereof, are owned by Digizuite A/S or third parties with whom Digizuite A/S has entered into agreements. The Software is protected by copyright laws and international treaty provisions. Therefore, the Customer shall treat the Software like any other copyrighted material. The Customer may not copy the printed materials accompanying the Software.

9.2   The Customer acknowledges and agrees that the Software is being licensed, not sold, to the Customer by Digizuite A/S. The Customer further acknowledges and agrees that it shall not acquire any ownership interest in the Software under this Agreement, and that Digizuite A/S and its licensor(s) reserve(s) and shall retain its/their entire right, title and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software, except as expressly granted to Customer in this Agreement. The Customer shall promptly notify Digizuite A/S if the Customer becomes aware of any possible third-party infringement of Digizuite A/S's or its Affiliate's Intellectual Property Rights arising out of or relating to the Software and fully cooperate with Digizuite A/S and its Affiliates in any legal action taken by Digizuite A/S or its Affiliates against third parties to enforce its Intellectual Property Rights. The Customer shall safeguard the Software (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.

9.3 Customer shall be responsible for any breach of Digizuite A/S's Intellectual Property Rights committed by Customer or any of its owners, shareholders, directors, officers, employees, agents or representatives, including the unauthorized transfer or sub-licensing of the Software to a third party.

9.4 Customer shall not reverse engineer, disassemble or decompile the Software, except where and only to the extent that such operations are permitted according to the applicable mandatory, statutory legislation and subject to Customer's compliance with all aspects of such legislation.

9.5 Customer shall not be entitled to sell, lease, lend, permit the use of or in any other way assign or pass on the right of use of the Software or Documentation to any third party, unless set out otherwise in this Agreement.

9.6 Customer shall not break or change any codes. Nor shall Customer change or remove any marks and/or notices concerning copyright, trademarks or other rights, or references hereto stated in the Software or on the medium upon which the Software may have been delivered.

10 Limited Warranty

10.1 Digizuite warrants to Customer:

a) that the Software will substantially conform to published specifications and to the Documentation, and that all material functions will perform, provided that the Software is used for its purposes, in accordance with the specifications set out in this Agreement, and on the computer hardware and with the operating system for which it was designed;

b) the Services shall be performed by qualified staff who is familiar with the Services, and shall deliver its obligations in accordance with good industry practice;

c) any changes made to the Documentation will not diminish the features and functionality contained in the Software as of the Effective Date;

d) that Digizuite is the owner of the Software or otherwise has the right to grant to Customer the License to use the Software as set out in the Agreement without violating any proprietary rights of any third party;

e) there is no pending or threatened litigation which would have a material adverse effect on Digizuite's ability to perform its obligations under this Agreement;

f) the Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components; and

g) that the Software will not infringe the intellectual property rights of any third party within the European Union or the United States of America (provided this warranty does not apply if the alleged infringement results from (i) Customer's modification of the Software, or (ii) the combination, operation, or use of the Software with any product, data, apparatus, or business method that Digizuite did not provide, or (iii) the distribution, operation or use of the Software for the benefit of a third party) (the "IP Warranty").

10.2   No reseller, consultant or any third party is authorized to make any representation or warranty to Customer regarding the Software. Digizuite further warrants that the IP Warranty will extend for a period of one (1) year from the date any and all updated releases, modifications, upgrades, corrections, fixes and enhancements to the Software is made available to Customer, provided that Customer has an active license subscription.

10.3   THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY DIGIZUITE. DIGIZUITE MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY DIGIZUITE. EXCEPT FOR A BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11   Indemnification

11.1   Subject to Customer's timely payment of all fees and other charges pursuant to this Agreement, Digizuite A/S will indemnify Customer against all costs, losses, damages and expenses arising out of or in connection with a breach by Digizuite A/S of the IP Warranty ("IP Indemnification"); however the IP Indemnification shall not cover or include any events or circumstances outside of Digizuite A/S's commercially reasonable control (including any third-party hardware or software bugs, defects, virus or malfunctions).

11.2   In the event Customer discovers any failure of the Software to substantially conform to published specifications and Documentation (an "Error"), Customer's sole remedy is to return such Software to Digizuite A/S for correction of such Error, or if Digizuite A/S, after reasonable efforts, is unable to correct such Error, Digizuite A/S shall provide a prorated refund of the License Fees paid by Customer for the Software for the period of time when such Error was not corrected, and proportionally reduced equal to the percentage with which the Error affects the overall functionality of the Software, as reasonably estimated by Digizuite A/S. Because computer programs are inherently complex and may not be completely free from errors, Customer is advised to verify Customer's work and make periodic backups of Customer's data.

11.3   Customer shall indemnify and hold harmless Digizuite A/S, its Affiliates, and their respective officers, directors, employees, agents, and representatives (collectively, the "**Indemnified Parties**") from any third-party claims, damages, losses, liabilities, awards, and costs (jointly "Third Party Claims") arising out of, or resulting from, in whole or in part:

   a)   any combination of the Software with any hardware, system or other software not provided or authorized in writing by Digizuite A/S, if such Claim would not have occurred or been made but for such combination;

   b)   any modification of the Software not provided or authorized in writing by Digizuite A/S,

   c)   the Customer's negligence, abuse, misapplication or misuse of the Software, if such Claim would not have occurred or been made but for such neglect or misuse;

d) any action relating to the Customer's or its Affiliates, and their respective officers, directors, employees, agents, and representatives use of any open-source components included in the Software, if any;

e) any breach by the Customer or its Affiliates, and their respective officers, directors, employees, agents, and representatives of the Customer's obligations set forth in this Agreement;

f) any negligence or willful misconduct of the Customer or its Affiliates, and their respective officers, directors, employees, agents, and representatives.

12 Limitation of Liability

12.1 Except for Digizuite's liability under the IP Indemnification and/or a breach by Digizuite of the IP Warranty, and further excluding each Party's breach of its confidentiality obligations, each Party's aggregated liability for all losses and claims of whatever nature, is limited to all payments made by Customer under the Agreement for the period of 12 months prior to the event(s) having given rise to the claim (the 'Liability Cap'). If 12 months have not passed at the time of such event(s), the Liability Cap will be the average payments per month for the period passed multiplied by 12.

12.2 TO THE GREATEST EXTENT PERMISSIBLE BY LAW, THE SOFTWARE IS PROVIDED "AS IS" and "WITH ALL FAULTS" AND DIGIZUITE A/S EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE (INCLUDING ALL OPEN-SOURCE COMPONENTS), DOCUMENTATION, MEDIA AND ANY OTHER SERVICES AND MATERIALS PROVIDED TO THE CUSTOMER UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, DIGIZUITE A/S PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES (EXCEPT AS EXPRESSLY SET FORTH IN THE DOCUMENTATION), OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE.

12.3 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL DIGIZUITE A/S OR ANY OF ITS AFFILIATES OR ANY OF THEIR REPRESENTATIVES OR LICENSORS BE LIABLE UNDER THIS AGREEMENT TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT OR DIMINUTION IN VALUE, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT DIGIZUITE A/S WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13 Force majeure

13.1 Neither Party shall be held liable for any damage sustained by the other Party as a direct or indirect consequence of the non-performing Party being delayed, prevented or hindered in the performance of its obligations under the Agreement as a result of a force majeure situation. Force majeure situations include war and mobilization, catastrophes of nature, strikes, lock-out, fire, damage to production plant, import and export regulations and other unforeseeable circumstances beyond the reasonable control of the Party concerned.

13.2 Irrespective of clause 13.1, either Party shall be entitled to terminate the Agreement for cause, if a force majeure situation has continued, or will by a reasonable assessment continue, uninterrupted for more than 30 business days.

14 Data

14.1 Customer holds all rights to data entered into, or generated by the Software by Customer or an End-user.

14.2 Digizuite A/S shall be entitled to use statistic information, logs, User behavior information and other data in anonymous form generated by the Software or Services for Digizuite A/S's own internal use.

15 Insurance

15.1 Upon Customer's request, Digizuite shall provide a certificate of insurance to Customer, specifying Digizuite's relevant coverage of insurance.

16 Subcontractors

16.1 Aside from the use of subcontractors to perform onsite Consultancy Services, Digizuite's use of subcontractor under this Agreement not subject to Customer's prior approval.

16.2 For the avoidance of doubt, Digizuite A/S's use of subcontractors shall not relieve Digizuite from fulfilling its obligations under the Agreement.

17 Assignment

17.1 Customer shall not be entitled to assign or otherwise transfer, fully or partially, the Agreement or rights or obligations under the Agreement to a third party without the prior written consent of Digizuite A/S, except to the extent such transfer is caused by Customer's mergers or acquisitions, and Digizuite has no reasonable objection hereto.

17.2 Subject to continuous delivery in accordance with this Agreement, Digizuite A/S reserves the right to transfer, fully or partially, the Agreement and rights and obligations under the Agreement to a third party.

18 Termination

18.1   Each Party shall be entitled to immediately terminate this Agreement for cause

a)   if the other Party commits a material breach of the Agreement, and such material breach has not been remedied either within 60 days of receipt of a written notice from the non-breaching Party to do so, or, if a remedial plan has been agreed, within 60 days following the date of final remedy under the approved remedial plan;

b)   if the other Party commits a material breach of this Agreement, which cannot reasonably be expected to be capable of remedy;

c)   if the other Party files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property, subject (with respect to Digizuite A/S) to the right of the bankruptcy estate to enter the Agreement to the extent permitted under the Danish Insolvency Act, or

d)   to the extent otherwise expressly set out in the Agreement.

18.2   In the event that Customer uses the Software contrary to the license terms of this Agreement, Digizuite may terminate the Agreement for material breach, including the license to the Software, with a notice of 30 days.

18.3   The Subscription Services will automatically renew for an identical Term unless terminated in accordance with this clause 18.

18.4   Each Party shall be entitled to terminate this Agreement with a written prior notice of 3 (three) months.

18.5   Subscriptions Services with prepaid term exceeding termination effective date, continue uninterrupted until term expiration date.

18.6   Customer may terminate the Agreement, or decrease volume or service level of any Subscription Service with a written notice of at least 2 (two) months prior to the expiration date of the then-current Term.

18.7   In case of termination for convenience or Digizuite's termination for cause, Digizuite shall not be obligated to refund any prepaid Subscription Service Fees, and shall be entitled to payment for all Services provided until the effective date of termination. In case of Customer's termination for cause, Customer shall be entitled only to repayment of prepaid fees covering any period of time after the effective date of termination.

18.8   This clause 18 exhaustively sets out the situations in which termination of the Agreement is permitted by either Party.

19   Confidentiality

19.1 Each Party shall treat as confidential and keep secret any knowledge, information or documentation on the other Party's internal affairs, projects, products, financial status, business operations, customers etc., including information contained or embodied in the Services and the Agreement. This obligation shall remain in force after termination of the Agreement.

19.2 Digizuite shall be entitled to state Customer as a reference and to include the name and logo of Customer on its list of references. Any other use of Customer for promotional purpose is subject to Customer's prior written approval.

20 Survival

20.1 Clause 9 and 19 shall remain in force after termination of the Agreement (for any reason).

21 Severability

21.1 If any term or clause of this Agreement is declared void or unenforceable in a particular situation, by an arbitration tribunal or court of proper authority, this declaration shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the void or unenforceable term or clause in any other situation.

22 Governing law and Dispute resolution - Arbitration

22.1 Governing Law: This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and be governed by the substantive laws of Denmark and the parties hereby submit to the non-exclusive jurisdiction of the Danish courts.

22.2 Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Copenhagen, Denmark. The arbitration shall be administered by International Chamber of Commerce - International Court of Arbitration (ICC)] pursuant to its arbitration rules and procedures. ICC shall further determine whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be in Copenhagen, Denmark and in English. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.