

LICENSE TERMS

Mugato ApS

1. ACCEPTANCE OF THE TERMS

1.1 These License Terms (Terms) constitute a contract between You and Mugato as it has been promoted by a seller of Mugato and govern Your use of and access to Service whether in connection with a paid subscription to the Service or a free trial of the Service.

1.2 By accepting the Terms, or by accessing or using the Service or authorizing or permitting any end-user to access or use the Service, You agree to be bound by these Terms. If You are entering into these Terms on behalf of a legal entity, You agree to the Terms for that legal entity and warrant Mugato that You have the authority to bind such legal entity and its Affiliates to the Terms. You should not use the Service if You do not have such authority or if You do not agree with the Terms.

2. DEFINITIONS

When used in the Terms with the initial letters capitalized, in addition to the terms defined elsewhere in the Terms, the following terms have the following meanings:

2.1 Account: means any accounts or instances created by or on behalf of You within the Service.

2.2 Affiliate: means any company controlled by Licensee by ownership of more than 50% of the shares or the voting rights in such company.

2.3 App: means an application developed by Mugato to be downloaded onto Devices in order to use the Service.

2.4 Confidential Information: means all information disclosed by You to Mugato or by Mugato to You which is in tangible form and labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. For purposes of the Terms, Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving party at the time of disclosure by the disclosing party; (b) was or is obtained by the receiving party by a third party not known by the receiving party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of the Terms or another valid agreement between the Parties; or (d) was or is independently developed by the receiving party without use of the disclosing party's Confidential Information.

2.5 Data: electronic data, text, messages, communications or other materials submitted to and stored within the Service by You and End-Users in connection with Your use of such Service.

2.6 Device: means any electronic device to be used in connection with the Service.

2.7 Documentation: means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Service provided or made available by the Mugato to You or End-Users through the web-app or otherwise.

- 2.8** End-User: means any person or entity other than You with whom You interact using the Service.
- 2.9** Personal Data: means any information relating to an identified or identifiable natural person where an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity.
- 2.10** Terms: means the License Terms including Annex A You accept when using the Service.
- 2.11** Service: means the product(s) and services provided to You by Mugato.
- 2.12** Subscription Term: means the period during which You have agreed to subscribe to the Service.
- 2.13** Mugato: means Mugato ApS together with all our Affiliates. Our address is: Fruebjergvej 3, 2100 København Ø, Denmark. We can be reached by phone: +45 89 80 88 81 and by e-mail: info@Mugato.com. Please check our website www.Mugato.com for more information about Mugato and the contact details of our other offices.
- 2.14** You/Your: means a legal entity or entities or a natural person(s) that Mugato has expressly authorized on an individual name basis to use the Service.

3. USE OF THE SERVICE

- 3.1** During the Subscription Term and subject to compliance by You and End-Users with the Terms, You have the limited right to access and use a Service consistent with what You have subscribed to, for Your internal business purposes.
- 3.2** In addition to complying with the other terms, conditions and restrictions set forth below in the Terms, You agree not to:
- (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than authorized End-Users in furtherance of Your internal business purposes as expressly permitted by the Terms;
 - (b) use the Service to process data on behalf of any third party other than End-Users;
 - (c) modify, adapt, or hack the Service or otherwise attempt to gain unauthorized access to the Service or related systems or networks;
 - (d) falsely imply any sponsorship or association with Mugato,
 - (e) use the Service in any unlawful manner, including but not limited to violation of any person's privacy rights;
 - (f) use the Service to send unsolicited or unauthorized bulk mail, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages;
 - (g) use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights;
 - (h) use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and its components;

- (i) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Service;
- (j) use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory;
- (k) use the Service to knowingly post transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("Malicious Software");
- (l) attempt to use, or use the Service in violation of these Terms.

3.3 Without prejudice to anything in the foregoing, You agree to a fair use of the Service meaning that the frequency, quantity and complexity of the rappsports run on the Service will not cause an unreasonable strain of the Service infrastructure. In case Mugato finds your usage to be incompliant with such fair use, You undertake to enter into good faith discussions with Mugato for the purpose for avoiding such use for the future, and, if required and possible, in good faith arrive at a solution to solve the situation arisen, should it have a permanent character.

3.4 You are responsible for compliance with the provisions of the Terms by End-Users and for any and all activities that occur under Your Account, as well as for all Service Data. Without limiting the foregoing, You are solely responsible for ensuring that use of the Service to store and transmit Data is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations You may maintain or enter into with End-Users. You also maintain all responsibility for determining whether the Service or the information generated thereby is accurate or sufficient for Your purposes. Subject to any limitation on the number of connected machines which You connect, access to and use of the Service is restricted to the specified number of machines permitted under Your subscription to the Service. You agree and acknowledge that each End-User will be identified by a unique username and password ("Login") and that a Login may only be used by one (1) individual. You will not share a Login among multiple individuals. You are responsible for maintaining the confidentiality of all Login information for Your Account. Mugato shall be entitled to immediately suspend Your access to the Service in case of any breach of these Terms.

3.5 Mugato reserves the right in their reasonable discretion, to temporarily suspend Your access to and use of a Service: (a) during planned downtime for upgrades and maintenance to the Service (of which Mugato will use commercially reasonable efforts to notify You in advance) ("Planned Downtime"); (b) during any unavailability caused by circumstances beyond Mugato' reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond Mugato' reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties, including without limitation, distributed denial of service attacks; or (c) if Mugato suspects or detect any Malicious Software connected to Your Account or use of the Service by You or End-Users.

3.6 Mugato reserves the right to add or remove features or functions to or from the Service. When installed the Service will periodically communicate with our servers to request automatic updates when Mugato releases new versions of the Service, or when we make new features available. You agree that Mugato may automatically download and install updates to the Service, from time to time, without prior notification. These updates are designed to improve, enhance and further develop the Service and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates as part of Your use of the Service.

4. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

4.1 You agree that all rights, title and interest in and to the Service or any other materials, including all related intellectual property rights, are the property of Mugato or the property of Mugato's licensors. Except as expressly stated herein, this Subscription does not grant You any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether

registered or unregistered), or any other rights in respect of Mugato. If and in so far as Mugato provides You with software of any third party, the terms and conditions of business of such third party shall apply with respect thereto and supersede the provisions hereof.

- 4.2** Any disregard of the rights of Mugato, including inappropriate access to the Service, shall be deemed to be a material breach of the Subscription and shall entitle Mugato to terminate any Subscription for cause, as mentioned in clause 10 and pursue all remedies available to it.
- 4.3** Except if so notified to Mugato within 14 days after Your acceptance of the Terms, Mugato may use Your company name, trademarks, trade names or logos in external communications, presentations and marketing materials, and on its website and to describe the solution provided to You in these external communications. You are at any time entitled to withdraw your acceptance by notifying Mugato via email at info@mugato.com.
- 4.4** Mugato shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit, and/or incorporate into Mugato or otherwise use any suggestions, enhancement requests, recommendations or other feedback Mugato receives.
- 4.5** You represent and warrant that You are either the owner or an authorized user of the computer where the Service is installed. You may use the Service only for lawful purposes. The Service is subject to, and You agree that You shall at all times comply with, all local state, national, and international laws, statute, rules, regulations, ordinances and the like applicable to the use of the Service. You agree not to use the Service to conduct any business or activity or solicit the performance of any activity, which is prohibited by law or by any contractual provision by which You are bound.

5. LIMITED WARRANTY

- 5.1** Your access to and use of the Service, including all features, functionality and content therein are at Your sole risk. The Service is provided on an "as is" and "as available" basis, without any warranties of any kind to the fullest extent permitted by law. We expressly disclaim any and all warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose and non-infringement. We don't warrant that the Service will be uninterrupted, timely, secure, error free. No information or advice obtained by You from Mugato or through the Service shall create any warranty not expressly stated in these Terms.
- 5.2** Under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will Mugato be liable to the other party or any third party for any indirect, incidental, special, exemplary, consequential, punitive or other similar damages, including lost profits, lost sales or business, lost data, business interruption or any other loss incurred by such party or third party in connection with these Terms or the Service, web-app and app, regardless of whether such party has been advised of the possibility of or could have foreseen damages. To the maximum extent permitted by applicable law, Mugato disclaims any product liability as a consequence of loss or damage to property which, in view of its nature, is normally intended for commercial use. Mugato shall have no responsibility or liability for any adjustments or other modifications in the Service performed by licensee itself or provided by third parties or partners of Mugato. Further, Mugato shall have no responsibility or liability for any defects which are a consequence of external factors, including other programs, or a consequence of the integration of or interaction between the Mugato software and licensee's own hardware and software environments.
- 5.3** Notwithstanding anything to the contrary in these Terms, our aggregate liability to You or any third party arising out of these Terms or otherwise in connection with any use or employment of the Service, shall in no event exceed the subscription charges for such Service paid by You during twelve (12) months prior to the first event or occurrence giving rise to such liability.

6. CONFIDENTIALITY AND PRIVACY

- 6.1** Subject to the express permissions of these Terms, each Party will protect each other's Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, each of Mugato and You may use each other's Confidential Information solely to exercise our respective rights and perform our respective obligations under these Terms and shall disclose such Confidential Information (a) solely to those of our respective employees, representatives, subcontractors and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this clause shall supersede any non-disclosure agreement by and between the Parties that would purport to address the confidentiality and security of Data and such agreement shall have no further force or effect with respect to Data.
- 6.2** You agree that Mugato shall process personal data necessary to execute this agreement. You and Mugato agree that Mugato is the data processor and You are the data controller. Any personal data processed by Mugato on Your behalf under these Terms shall be processed according to the data processing Agreement in annex A.
- 6.3** You agree with the Privacy and Cookie statement of Mugato as published on the website <http://Mugato.com/privacy/>.

7. DATA

You shall own all Data that it is generated from the Service, and all intellectual property rights therein. Mugato shall be entitled to store these Data in the systems it uses to provide the Service and make available Data to any End-User that is authorized to use the Service. Mugato may collect and utilize Your Data, provided such Data is permanently de-identified and anonymized. Mugato obtains a worldwide, royalty-free and non-exclusive license to use, modify, distribute and create derivative works from Your Data, including also, but not limited to, for the purpose of benchmarking, statistics, metadata maintenance and/or training.

- 7.1** In order for Mugato to provide the Service to You, Mugato requires that You grant Mugato certain rights with respect to Your Data. For example, we need to be able to transmit, store and copy Your Data in order to display it to You and End-Users, to index it so You are able to search it, to make backups to prevent data loss, and so on. Your acceptance of these Terms gives Mugato the permission to do so and grants Mugato any such rights necessary to provide the Service to You, only for the purpose of providing the service (and for no other purpose). This permission includes allowing Mugato to use third-party service providers in the operation and administration of the Service and the rights granted to Mugato are extended to these third parties to the degree necessary in order for the Service to be provided.
- 7.2** Mugato will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Data.
- 7.3** Mugato are not responsible for the accuracy, appropriateness, or legality of Your Data or any other information You and End-users may be able to access using the Service.

8. MISCELLANEOUS

- 8.1** These Terms are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. All waivers and modifications to these Terms must be approved by both parties, except as otherwise provided herein.
- 8.2** If any provision in the Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.
- 8.3** You may not assign these Terms without the prior written consent of Mugato, except, if You are a company or other legal entity, You may assign these Terms in connection with a merger, re-organization or acquisition of all or a substantial portion of Your assets by another company, but only upon 30 days prior notice to Mugato. However, Mugato may impose financial consequences to such transfer.
- 8.4** Except as otherwise set forth herein, all notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.
- 8.5** You must comply with all domestic and international (export) laws and regulations to the Service and destination restrictions issued by governments. You must at Your own expense obtain and arrange for the maintenance of any government approval and comply with all applicable laws and regulations necessary for Your performance of the Terms. You acknowledge that You are responsible for obtaining any licenses to export, re-export or import the Service as may be required. You will defend, indemnify, and hold harmless Mugato from and against all fines, penalties, liabilities, damages, costs and expenses incurred by Mugato as a result of any violation of export (control) laws or regulations by You.

9. TERMINATION

- 9.1** You may terminate this Agreement for any reason by: (a) providing Mugato notice and (b) closing your Account for the Service. Unless Your subscription to the Service is so terminated, Your subscription to the Service will renew for a Subscription Term equivalent in length to the then expiring Subscription Term.
- 9.2** No refunds for Subscription charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service prior to the end of Your then effective Subscription Term.
- 9.3** In the event of Your material breach of any obligations, Mugato shall have the right to terminate any use by You of the Service immediately after a written notice of default has been sent to You and You have not remedied within the period given in this notice. Mugato shall have all remedies available at law or in equity available to it. In the event of termination under this clause, Mugato shall not be liable nor have any obligation to refund any paid Subscription Fee(s) whatsoever.
- 9.4** Either party may immediately terminate any Subscription(s) if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any

proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated its business voluntarily or otherwise.

9.5 Within 60 (sixty) days after termination You can ask Mugato to return all Data You stored into the Service. An example of the Data excerpt is available from Mugato on request. After 60 days we reserve the right to remove Your Data from the Service. However, Mugato may keep Your Data for up to 12 months after termination in order to easily on-board You to the Service again. If Mugato makes use of this right, Personal Data will not be stored for longer than 60 days after the termination unless required by Mugato's backup procedures, see also clause 2 of Annex A – Data Processing Agreement below.

10. APPLICABLE LAW & JURISDICTION

10.1 The Terms shall be governed by the laws of Denmark without regard to conflict of laws principles. Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or in-validity thereof, shall in the first instance be submitted to the City Court of Copenhagen, Denmark.

10.2 These Terms are not governed by the 1980 UN Convention on Contracts for the International Sales of Goods.

10.3 This clause does not prevent Mugato from seeking or obtaining injunctive relief or other extraordinary relief in any courts with jurisdiction. To the extent permitted by applicable law, Mugato may take concurrent proceedings for injunctive relief in any number of jurisdictions.

ANNEX A – DATA PROCESSING AGREEMENT

This **Data Processing Agreement** (the “DPA”) governs the processing of Personal Data carried out by Mugato as the “Processor” on behalf of You as the “Controller”. This DPA is an integrated part of the Terms and becomes binding upon entering into the Terms.

1 Subject matter, purpose, and nature of processing, type of personal data and categories of data subjects

The Processor is processing Personal Data on behalf of Controller with the purpose of delivering the Service under the Terms.

The categories of Personal Data processed are name, phone number and e-mail address as well as any Person Data contained in customer support tickets and other requests from Controller and persons with access to the Service.

The categories of data subjects are employees and other persons who at the Controller’s request shall access the Service.

The Processor’s processing activities include collection, storage, use, disclosure and deletion.

2 Duration of the processing

This DPA shall apply during such time the Processor processes Personal Data on behalf of the Controller according to the Terms.

Upon Controller’s request within 60 days after the termination or expiry of this DPA or the Terms, the Processor shall return all the Personal Data to the Controller in an ordinary, machine-readable format, unless the Controller is already in possession of the Personal Data.

After a maximum of 60 days after the termination or expiry of this DPA, the Processor shall delete existing copies of such data, unless otherwise required under the applicable data protection law.

Notwithstanding the above, the Processor is allowed to process Personal Data for a period of three months after the termination of this DPA as part of the Data Processor’s usual backup procedure.

3 Processing of Personal Data – obligations of the processor

The Processor has implemented appropriate technical and organizational measures in such a manner that its processing of Personal Data under this DPA will comply with applicable data protection law, in particular Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 (“GDPR”), and ensure the protection of the rights of the data subject.

The Processor undertakes only to process Personal Data in accordance with documented written instructions communicated by the Controller, unless required to do so pursuant to the applicable law. In such case the Processor shall, to the extent permitted by law, inform the Controller of that legal requirement before such processing takes place. The Processor shall immediately inform the Controller if the Processor does not have an instruction for how to process Personal Data in a particular situation or if any instruction infringes the applicable data protection law.

The Processor shall, at the expense of the Controller and taking into account the nature of the processing, assist the Controller with the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights, through appropriate technical and organizational measures as possible given the nature of the processing. The data subject’s rights include hereunder the rights to request information and for Personal Data to be corrected, blocked or erased at their request.

The Processor shall, at the expense of the Controller, assist the Controller in fulfilling specific obligations under applicable data protection laws, taking into account the nature of the processing and the information available to the Processor. Specific obligations are hereunder pursuant to GDPR

art. 32 regarding security of the processing, art. 33 – 34 regarding notification of data breaches and art. 35 – 36 regarding data protection impact assessments and prior consultations.

The Processor undertakes, upon at least 30 days' written request and at the expense of the Controller, to make available to the Controller information and assistance necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including on-site inspections, conducted by the Controller or another auditor mandated by the Controller. The auditor shall be obliged by a non-disclosure agreement towards the Processor. The audit may only include information and material which is deemed to be relevant for the purpose of verifying the Processor's compliance with the requirements of the DPA and shall not include information which is strictly confidential.

4 Sub processors

Processor can retain sub processors. The Processor shall inform the Controller of any sub processors, with a right for the Controller to object within four (4) business days from receiving notification from the Processor. Absence of objections from the Controller shall be deemed a consent to the use of the relevant sub processor.

The Processor shall ensure and upon Controller's request document that sub processors are bound by written agreements that require them to comply with corresponding data processing obligations to those contained in this DPA and applicable data protection law. The Processor shall remain fully liable to the Controller for the performance of the sub processor's obligations.

5 Transfer to third countries

Subject to provisions in this DPA on the use of sub processors, the undertaking of the agreed processing of Personal Data can be carried out within states not members of the European Union (EU) and within states not members of the European Economic Area (EEA). Each and every transfer of Personal Data to a state which is not a member state of either the EU or the EEA shall only occur if the specific conditions in applicable data protection law hereunder articles 44 -50 of the GDPR have been fulfilled.

6 Information security and confidentiality

The Processor shall in accordance with Article 32 of the GDPR maintain adequate security for the Personal Data hereunder protect the personal data against unlawful destruction, modification, dissemination, or access. The Personal Data shall also be protected against all other forms of unlawful processing.

The Processor shall prepare and keep updated a description of its technical, organisational and physical measures to be and maintain compliant with the applicable data protection law.

The Processor undertakes not to, without the Controller's prior written consent disclose or otherwise make Personal Data processed under this DPA available to any third party, except for sub processors engaged in accordance with this DPA.

The Processor shall ensure that any persons involved in the processing of Personal Data have committed themselves to confidentiality or are under proper statutory obligation of confidentiality.

7 Compensation for assistance

The Controller shall compensate the Processor for any costs and time spent related to the Processor's assistance and other services provided to the Controller in accordance with this DPA and the GDPR (including costs and time spent related to a sub processor's assistance) according to the Processor's standard hourly rates, unless otherwise agreed.

The Controller shall compensate the Processor for costs (including implementation costs and additional costs) and time spent changing processing activities in order to comply with changes in the Controller's instructions not required by applicable data protection law.

8 Liability and allocation of responsibilities

Notwithstanding provisions hereon in the Terms, the Parties shall (whether for breach of contract, negligence, tort or otherwise) not be liable for loss of profit due to business interruption, operating losses, loss of data, defective data, corruption of data, the injured party's increased use of internal or external resources, loss of reputation or goodwill, or other indirect losses or damage. The Processor is not liable for economic losses or other negative consequences that standard software, hardware and firmware may cause to the Controller or others, irrespective of whether the Processor is the seller or re-seller of such ware.

The Processor is exempted from liability for non-performance of the Service to the extent such performance would be in conflict with any changed instructions or if contractual delivery in accordance with the changed instructions is not reasonably possible, hereunder in the event the Controller objects against proposed use of sub processor or third country transfer.

The Processor's total liability cannot exceed an amount corresponding to the payment received by the Processor in the 12 months prior to the act or omission that led to liability.

The Processor shall not be liable for any claim unless receiving written notice of the claim within 6 (six) months after the date when the Controller became aware, or should have become aware, of the circumstances giving rise to the claim.