

Master Subscription Agreement

MASTER SUBSCRIPTION AGREEMENT

Date last modified: March 12, 2024

This Master Subscription Agreement contains the terms and conditions applicable for the online Services provided by Airtame ApS or Airtame Inc (Airtame) unless otherwise agreed in the Order Form. In the event of any conflict between the Order Form and this Master Subscription Agreement this agreement shall prevail.

If the Customer registers for a Free Trial of a Service, the applicable provisions of this Master Subscription Agreement will also govern such Free Trial.

1. DEFINITIONS

1.1 "Data Processing Addendum B" means the Airtame Data Processing Addendum B attached as Addendum B to this Master Subscription Agreement

1.2 "Device" means a supported Airtame device

1.3 "Free Trial" means a limited free trial for a given period set out on Airtame's website from time to time providing an opportunity to try out the Software for free

1.4 "Order Form" means an analog or digital agreement (e.g. online purchase order on Airtame's website) between the Customer and Airtame containing the Customers name etc., start date, Subscription Fees and Period, Service Packages included in the subscription, number of seats/licensers/Devices etc.

1.5 "Reseller" means a company which, in accordance with an agreement with Airtame, has the right to sell a Device and the related Service Packages for the first Subscription Period.

1.6 "Service" means the software and functionality made available online by Airtame as a "Software-as-a-Service" product covered by the subscription

1.7 "Service Package" means different software and functionality bundled in specific packages made available as a Service

1.8 "Subscription Fee" means the fee for a Subscription Period

1.9 "Subscription Period" means the period for which the Customer is granted a right to use the Service, starting at the commencement/start date stated in the Order Form, and if not stated then per default the date of the order confirmation. If no commencement date has been agreed upon, the start date shall be the time at which devices are registered in the cloud platform.

2. SUBSCRIPTION THROUGH A RESELLER

2.1 If the Customer acquires the subscription through a Reseller will (i) this Master Subscription Agreement constitutes the entire contractual relationship between the Customer and Airtame regarding the Service and Customers right to use the Service and the obligations of Airtame as set forth herein; and (ii) the terms and conditions of any purchase order or any other agreement between the Customer and the Reseller are not binding to Airtame. Furthermore, (iii) the Reseller is not authorized to alter, amend or modify this Master Subscription Agreement or to otherwise grant any license or other rights or any obligations relating in any way to the Service. The Customer further acknowledges (iv) that Airtame makes no representation or warranty, nor incurs an obligation in relation to any services or other products provided by any Reseller, or any actions or failure to act by any Reseller.

2.2 The Customer accepts that any renewal of a Subscription according to clause 6.2.2 will be made directly with Airtame.

3. SUBSCRIPTION SERVICE

3.1 The Customer is granted a non-transferable and non-exclusive right to use the Service for a limited period of time (the Subscription Period) subject to the provisions of this Master Subscription Agreement and on an "as is" basis, as the functionality and type of service made available is the standard services not customized to a specific customer.

3.2 The user-right is limited to the chosen Service Package and the number of active seats/Devices stated in the Order Form. If the number of active seats/Devices are not stated in the Order Form the user-right is limited to 1 seat/Device.

3.3 Some Service Packages are mandatory bundled with specific Devices and consist of more underlying Service Packages.

3.4 The use-right is granted to the Customer as the legal entity stated in the Order Form and the Customer is not entitled to sublicense the right to use the Service. Except for the express

user-right granted, no other rights or license, express or implied, is granted by Airtame to the Customer.

3.5 The Service is only delivered online as a Software-as-a-Service operated by Airtame and requires access to the internet and can be accessed through a web browser supported by desktops and laptops and to some extent mobile devices. In order to use the Service, running the latest version of a common, generally acknowledged, web-browser is required, i.e. Microsoft Edge, Firefox, Chrome or Safari. Web-browsers not listed are not supported.

3.6 The Customer may be provided with an interface for the Service. Such an interface may be updated on a continuous basis. Updates will neither reduce or interfere with the quality of the Service nor the contractual obligations between the Customer and Airtame.

3.7 The Service is delivered with a user interface (UI) in the English language. Airtame provides no guarantee, warranty nor support for other languages than English.

3.8 Airtame is not obligated to provide or procure any specific updates to the Service, except such updates necessary to keep the Service available for Customers and in an operational state. This entails, inter alia, that Airtame is not obligated to update the functionality of the Service to cater to the Customer's special needs or requirements, regardless of the Customer's needs or requirements being a result of changes to national or international regulations or common practice.

3.9 Airtame can offer new Services or Service Packages, add-ons, modules etc. against separate payment. Unless otherwise specific stated these Terms will also apply for such future new Services, Service Packages, add-ons, modules etc.

4. RESTRICTED USE AND ACTIVITIES

4.1 The Customer is entitled to ordinary usage of the Service for its intended purpose, and the Customer shall not try to copy, modify, reverse engineer, decompile, hack or disassemble the Service or try to circumvent restrictions or limitations in the Service, except and only to the extent that such activity is expressly permitted by applicable mandatory law.

4.2 The Customer is obliged and responsible for that the use of the Service and any content shared is not deemed to be offensive, illegal, inappropriate or that in any way:

- promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- displays pornographic or sexually explicit material;

- promotes any conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes any illegal activities;
- provides instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;
- promotes or contains information that You know or believe to be inaccurate, false or misleading;
- engages in the promotion of contests, sweepstakes and pyramid schemes without Airtame's prior written consent;
- contains any virus or device etc., which may prevent, impair or otherwise adversely affect the operation of Airtame's website; or
- infringes any intellectual property rights or any other proprietary rights of any third party.

4.3 The use of the Service does not impact on the rights to and/or restrictions applicable to the content provided or uploaded by the Customer. In case that any content is owned by somebody other than the Customer, the Customer will be solely responsible for ensuring observance of the relevant license rights and restrictions applicable to any content. Airtame is not granted any rights or obligations towards any content shared by the Customer and is not under any circumstances liable for any losses, damages, costs or expenses incurred by the Customer or third parties arising out of or in connection with the Customer or users' use of any content provided by the Customer through the Service.

4.4 Furthermore, the Customer is obliged to ensure that any user does:

- not use login details with the intent of impersonating another individual;
 - not allow any person other than users authorized by the Customer to use the login details;
 - not do anything that likely can impair, interfere with or damage or cause harm or distress to any person using the Service and Airtame's website or in respect of the network;
 - not use Airtame's website and/or the Service or the content therein if it will infringe any intellectual property right or other rights of any third party and neither do anything that will infringe on such rights;
 - comply with all Airtame's reasonable instructions and policies at any and all times in respect of Airtame's website and the use of the Service;
 - co-operate with any reasonable security or mandatory legal checks or requests for information made by Airtame from time to time; and
- use the information that has been made available when using the Service and on Airtame's website at its own risk.

4.5 In the event that Airtame in its discretionary opinion deems that the Customer's use of the Service is illegal or non-compliant with applicable rules and regulations entailing a legal risk for Airtame being investigated by public authorities, the Service being closed or restricted or Airtame deemed liable for the Customer's use of the Service, Airtame shall be entitled to terminate this Master Subscription Agreement and Customer's access to the Service without the Customer being entitled to any compensation whatsoever. To a reasonable extent and if possible Airtame will try to warn the Customer prior to termination giving the Customer a chance of remedying such problematic activities. The Customer shall without limitation indemnify Airtame for any costs, losses and damages resulting from the above-mentioned activities.

5. SERVICE LEVEL AND REMEDYING DEFECTS

5.1 The service levels are specified in the "Addendum A: Service Level Agreement" (SLA). The SLA must be complied with during the Subscription Period unless otherwise stated in the SLA.

5.2 Airtame will use reasonable endeavors to provide the service levels as stated in the SLA, and to remedy any material defects, malfunctions or lack of performance of the Service without undue delay based on the criticality and the circumstances causing the situation. Taking the Subscription Fees into consideration Airtame is however not offering any payment of penalties, service credits or other kinds of compensation for not observing the service levels as stated in the SLA.

6. PAYMENT AND RENEWAL

6.1 Purchase of the subscription from a Reseller.

Customers purchasing the subscription (first Subscription Period) from a Reseller, acknowledge that payment and delivery terms for the subscription must be established separately and independently between the Customer and the Reseller, see also clause 2 above in respect to purchases from a Reseller.

6.2 Purchase of the subscription from Airtame

6.2.1 Subscription Fee.

Customers will be charged the Subscription Fee for the first Subscription Period at the time of entering into the Order Form. Upon renewal, the subscription fee for the forthcoming year shall take into account devices activated automatically upon registration in the cloud platform, and thus applying a credit (prepaid amount) to the renewal invoices matching the period of unused service, if

any.

6.2.2 Prices & Payment.

All prices stated by Airtame do not include any shipment costs, VAT, levies, duties or other taxes, and the Customer is responsible for paying such costs associated with the purchase. If the payment is not performed online by credit card when placing the order but instead invoiced by Airtame, Airtame may suspend access to the Service until full payment has been received. Payment terms are net cash + 14 days from the invoice date, and the Customer cannot set off or deduct any amounts in the invoiced amounts.

6.2.3 Automatic renewal

Renewal of subscriptions will always take place between the Customer and Airtame even if the subscription for the first Subscription Period originally was purchased through a Reseller.

Either party may cancel the automatic renewal by terminating the subscription in accordance with clause 10.

Automatic renewal (contract). Unless otherwise agreed in the Order Form, all subscriptions will automatically be renewed (without the need to go through the services-interface "check-out" or execute a renewal Order Form) for an additional period equal to the original Subscription Period stated in the Order Form.

Automatic renewal (credit card payment). Unless otherwise agreed, all subscriptions signed will automatically be renewed (without the need to go through the services-interface "check-out") for additional periods equal to the Subscription Period depending on Customers selected billing period.

6.3 Refund and cancellation

If the Customer terminates this Master Subscription Agreement in accordance with clause 10, already paid Subscription Fees will not be refunded and already due Subscription Fees must be paid except for the first 30 days in accordance with the return policy in the general terms and conditions.

Ongoing subscriptions cannot be canceled and the Customer may only terminate this Master Subscription Agreement in accordance with clause 10 and by this way stopping future renewal.

6.4 Late Payment

Due date will be stated on the invoice.

If any invoiced amount is not received by the due date, then without limiting Airtame's rights or remedies, those charges may accrue late interest at the rate of 2% of the outstanding balance per

month, and Airtame may, without limiting Airtame's other rights and remedies without further notice suspend Customers access to the Service until all such due amounts are paid in full.

7. CHANGE OF FUNCTIONALITY, SERVICE AND FEES

7.1 Airtame reserves the right, in its sole discretion to alter, introduce or delete any functionality contained in the Services and the different Service Packages at any time. In the event such changes materially reduce a core function Service, then Customer may terminate this Master Subscription Agreement with effect from the expiry of the following month, but any objection or termination under this clause may only be raised within thirty (30) days of receiving notice of such change. The Customer is based on such termination entitled to a proportional reimbursement of already paid Subscription Fees for the rest of the current Subscription Period.

7.2 Airtame may increase the then current Subscription Fee once a year with the effect of 1st of January according to the development in the US Producer Price Index (PPI). Furthermore, Airtame may increase the then current Subscription Fee at the start of each new renewal period by giving not less than 90 days' prior written notice to the Customer, giving the Customer the possibility to terminate this Master Subscription Agreement if such increase cannot be accepted by the Customer.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Airtame retains all rights, title and interest, including, but not limited to, all intellectual property rights, trademarks, know-how and copyrights, in and to the Service and underlying software and any copies thereof and any and all other rights to the Service and related documentation, except for third party components of software to which Airtame's suppliers hold all rights. Any non-compliance with Airtame or its suppliers' rights, including careless use of the Service which might render copying of the Service or underlying software possible for third parties, shall be deemed in breach of this Master Subscription Agreement.

8.2 If the Customer becomes aware of any infringement or threatened infringement by a third party of the Software, the Customer shall promptly notify Airtame ApS by email: support@airtame.com.

8.3 Airtame will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the use of a Service in accordance with this Master Subscription Agreement and applicable Order Forms infringes or misappropriates such third

party's valid United States, United Kingdom or EU/EEA Member State copyright, trademark or patent (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement of, a Claim Against Customer, provided Customer (i) promptly gives Airtame written notice of the Claim Against Customer, (ii) gives Airtame sole control of the defense and settlement of the Claim Against Customer (except that Airtame may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (iii) give Airtame all reasonable assistance, at Airtame's expense. If Airtame receives information about an infringement or misappropriation claim related to the Service, Airtame may in Airtame's discretion and at no cost to Customer (i) modify the Service so that it no longer infringes or misappropriates such third party rights, (ii) obtain a license for Customer's continued use of that Service in accordance with this Master Subscription Agreement, or (iii) terminate Customer's obligations for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the Subscription Period of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from a) Customer content b) use of Services with Non-Airtame devices and/or software or any other third party product or service not embedded into the Services; c) Customer's breach of this Master Subscription Agreement or any Order Forms; or d) claims arising from the subsequent modification of the Services or devices by any party other than Airtame or its authorized contractors acting on its behalf. The foregoing remedies constitute the Customer's sole and exclusive remedies and Airtame's sole liability with respect to any third party infringement claim.

9. WARRANTIES

9.1 Airtame warrants that:

- a) Airtame has the right to grant the Customer user-rights and access to the Service as set out in this Master Subscription Agreement; and
- b) the Service and Service Packages substantially includes the functionality set out on Airtame's website <https://airtame.com/airtame-cloud/pricing> and materially will perform in accordance with the descriptions of the Services, Services Packages and the SLA.

For any breach of warranty the Customers sole and exclusive remedy shall be to, within a commercially reasonable time, remedy or replacement of the defective or bad performing part of

the Services.

9.2 The warranties set out in clause 9.1, shall not apply in the event that:

- a) the Customer does not implement such updates as described in clause 3 or firmware updates made available for a Device or does not use a newer version or updated version of approved internet-browsers;
- b) the Service, or any part thereof, is used other than in accordance with the documentation, manuals and other written material provided to the Customer therewith;
- c) the Service, or any part thereof, is altered, modified or converted by any party other than Airtame;
- d) an error in any other non Airtame supported software or device used with the Service which causes as a result the Service or a part thereof to not function properly; or
- e) a malfunction in the Customer's equipment results in the Service or any part thereof not functioning.

9.3 Disclaimer of warranties

9.3.1 Airtame does not warrant that the Service is compatible with all Devices and in case of lack of compatibility between the Device and a Service, it is the sole responsibility of the Customer to upgrade the Device or buy a new Device in order to get the full benefit of the Service.

9.3.2 AIRTAME DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT AIRTAME WILL CORRECT ALL SERVICE ERRORS. CUSTOMER ACKNOWLEDGES THAT AIRTAME DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. AIRTAME IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS OR PROVISION OF THE SERVICES IN ACCORDANCE WITH CUSTOMER INSTRUCTIONS AND THE SERVICE IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY. TO THE EXTENT NOT PROHIBITED BY LAW, THE WARRANTIES AND ANY WARRANTIES IDENTIFIED AS AN EXPRESS WARRANTY IN THIS MASTER SUBSCRIPTION AGREEMENT ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY BREACH OF WARRANTY MUST BE REPORTED TO AIRTAME WITHIN ONE YEAR AFTER THE INITIAL PROVISION OF THE SERVICE.

10. TERMS AND TERMINATION

10.1 This Master Subscription Agreement shall commence as of the date stated in the Order Form, or upon registering devices in the cloud platform, and it will continue in effect and be automatically renewed, cf. clause 6.2.2, until terminated.

10.2 This Master Subscription Agreement and the subscriptions may be terminated before automatic renewal upon written notice to the other party at least ninety (90) days before the end of the Subscription Period. The written notice from the Customer must be an e-mail to support@airtame.com, and the e-mail shall include the following information: Legal customer name, VAT or EAN number and Service-ID. Automatic renewal with automatic credit card payment. Under clause 6.2.2. may by the Customer be canceled by unsubscribing through self-service under Account, Your plan in <https://airtame.cloud/login> at least one (1) day before the end of the Subscription Period.

10.3 Some Service Packages are bundled and cannot be terminated separately, and the Customer should be aware that after terminating the Master Subscription Agreement or a Service Package, the Customer will not have access to the Service and the functionality and usability of other Services and Devices will be reduced.

10.4 The Customer may re-enter into a subscription by entering into a new Order Form at the then current prices and terms.

11. BREACH AND REMEDIES FOR BREACH

11.1 Airtame may terminate this Master Subscription Agreement and thus the subscription and access to the Service upon fourteen (14) days written notice to the Customer if the Customer is in material breach of any of its obligations under or in relation to this Master Subscription Agreement.

11.2 The Customer may terminate this Master Subscription Agreement and thus the subscription forthwith by written notice to Airtame if Airtame is in material breach of any of its obligations under or in relation to this Master Subscription Agreement which has not been rectified within sixty (60) days of written notice of such breach being given to Airtame.

11.3 Where termination is due to material breach of the Master Subscription Agreement by the Customer the Customer shall immediately discontinue all use of the Service and terminate any integration with the Service.

11.4 Where termination is due to material breach of the Master Subscription Agreement by Airtame

the Customer shall immediately discontinue all use of the Service and terminate any integration with the Service, and it entitled to a proportional reimbursement of already paid Subscription Fees for the rest of the current Subscription Period and the Customer is entitled damages and indemnification from Airtame in accordance with the limitations set out in this Master Subscription Agreement, see clause 12.

11.5 Material breach of this Master Subscription Agreement shall include, but not be limited to, (i) the Customer neglecting to pay any sums owed and due under this Master Subscription Agreement, or (ii) the Customer using or permitting any use of the Service that is contrary to the provisions of this Master Subscription Agreement.

11.6 The Customer is solely responsible and liable for all such Customer's activities on the Service and the use of the Service. The Customer will thus be liable for any breach of the obligations by any of the Customer's users as if the Customer had breached the Customer's obligations.

11.7 Furthermore, the Customer is responsible for the user's passwords and all activity carried out in relation to the user's Software account, including any potential use by third parties that take place through the user's account. The Customer and the user must keep logins and passwords confidential, and the Customer undertakes to immediately shut down accounts of users that are no longer employed with the Customer. The Customer must notify Airtame immediately in case of any possible misuse of user login or passwords or any security incident related to the Software.

Airtame is not responsible in any way regarding the creation of such logins.

11.8 The Customer warrants and represents that it owns, is authorized or otherwise has a right to use any and all intellectual property rights in relation to any content that has been submitted to the Service. The Customer agrees to indemnify and hold Airtame harmless against any and all damages, losses, costs and expenses (including reasonable legal expenses) incurred or suffered by Airtame as a consequence of or in connection with any claim made against Airtame by a third-party arising out of or in connection with the Customer's use or possession of any content.

12. LIABILITY AND LIMITATION OF LIABILITY

12.1 The Parties are liable for damages in accordance with the general rules of Danish law for any loss that the other Party may suffer subject to the limitations set out below.

12.2 The Customer is solely responsible and liable for all such Customer's activities on the Service and the use of the Service. The Customer will thus be liable for any breach of the obligations by any

of the Customer's users as if the Customer had breached the Customer's obligations.

12.3 IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR (i) ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY OR (ii) FOR ERROR OR INTERRUPTION OF USE, INACCURACY OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE OR TECHNOLOGY, OR LOSS OF BUSINESS OR DATA, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AIRTAME MAKES NO WARRANTY AND SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY, INCLUDING WITHOUT LIMITATION CUSTOMER OR ITS AFFILIATES HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. CUSTOMER AGREES THAT THE SERVICE IS PROVIDED "AS-IS" WITH NO WARRANTIES WHATSOEVER AND AIRTAME SHALL NOT BE LIABLE FOR CUSTOMERS USE OF MATERIALS FURNISHED THROUGH THE SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR ANY CLAIM ARISING FROM CUSTOMER'S INDEMNITY OBLIGATIONS, NEITHER PARTY'S AGGREGATE TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS MASTER SUBSCRIPTION AGREEMENT AND THE USE OF THE SERVICE WILL EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE FIRST INCIDENT GIVING RISE TO THE CLAIM. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION X. WITH RESPECT TO EITHER PARTY'S OBLIGATIONS WITH RESPECT TO INDEMNITY, OR ACTS OF GROSS NEGLIGENCE OR WILFUL INTENT, FRAUD.

13. FORCE MAJEURE

13.1 If either of the Parties (the "Claiming Party") is prevented from carrying out its obligations (other than payment obligations) under this Master Subscription Agreement (or such are delayed) by circumstances beyond such Party's reasonable control and which could not reasonably be foreseen at the time this Master Subscription Agreement was entered into ("Force Majeure Circumstances") then the Claiming Party shall not be deemed to be in breach of this Master

Subscription Agreement, and shall not be obliged to carry out such obligations until the Force Majeure Circumstances cease to exist. Force Majeure Circumstances include (but are not limited to) natural disaster, terrorism, riots, war, epidemics, any measure taken by public authority, strike, lockout including strike among subcontractors, default in or delay of supplies from subcontractors, issues that are related to external apps or third parties, any products or features identified as alpha, beta or similar, external network or equipment problems outside of our reasonable control including outage of third party power and communication lines, including our third party hosting provider(s), physical impossibility of performance, disruption or similar conditions in the communication infrastructure and circumstances where proper performance will cause disproportionate costs to Airtame.

13.2 In the event that Force Majeure Circumstances continue for a period greater than three (3) months, the non-Claiming Party shall be entitled to terminate this Master Subscription Agreement. Such termination shall be without prejudice to the accrued rights and liabilities of the Parties at the date of the termination.

14. FAIR USE

14.1 Airtame reserves the right to close access to the subscription that violates the applicable terms and conditions, if there is reason to believe that the service is being over-used or misused. By over-consumption it means that conferencing usage per device exceeds 30.000 minutes per quarter.

15. ASSIGNMENT AND TRANSFER

15.1 The Customer may not assign or otherwise transfer this Master Subscription Agreement or any of its rights and obligations hereunder without the prior written consent of Airtame.

15.2 Airtame may transfer and assign this Master Subscription Agreement and or the right to receive payments due under this Master Subscription Agreement to a third party by informing the Customer.

16. SECURITY, PRIVACY AND DATA PROTECTION

16.1 To protect the Customer's data, Airtame takes reasonable precautions and follows industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or

destroyed. The most up-to-date version of Airtame's posture on security, privacy and compliance will be available under Airtame's Security website. <https://airtame.com/legal/>

16.2 Airtame collects and processes personal data in accordance with the enclosed "Addendum B: Data Processing" and is for some of Customers data used in the Service considered a Data Processor under the GDPR.

17. PUBLICITY

17.1 Unless otherwise stated in the order form, the Customer agrees to allow Airtame, and hereby does provide Airtame with the necessary rights and licenses, to use the Customer's name and logo on Airtame's sites, blog and/or in marketing materials, including case studies and press references, to identify the Customer as a customer of Airtame.

18. EXPORT RESTRICTIONS AND COMPLIANCE

18.1 The Service and other technology Airtame makes available, and derivatives thereof may be subject to export laws and regulations of the United States, EU and other jurisdictions. Each party represents that it is not named on any U.S. government or EU denied-party list. Customers shall not permit its users to access or use any part of the Service in a U.S. or EU embargoed country (currently Cuba, Iran, North Korea, Russia, Sudan or Syria) or in violation of any U.S. or EU export law or regulation.

19. APPLICABLE LAW AND VENUE

19.1 This Master Subscription Agreement and any dispute or claim arising out of or in relation hereto and the use/performance of the Service shall be governed by and construed in accordance with Danish law without regard to its principles on choice of law. Notwithstanding the above if the Customer is domiciled in the United States the governing law shall instead be State of [New York].

19.2 All disputes arising between Customer and Airtame that are connected to this Master Subscription Agreement and/or the use of the Service, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules. Arbitration will be binding and will take place in Copenhagen. The arbitration will be conducted in the English language. Notwithstanding the above if the Customer is

domiciled and the Device is shipped to an address in the United States the arbitration will take place in [New York] instead of Copenhagen.

ADDENDUM A: SERVICE LEVEL AGREEMENT

This Airtame Service Level Agreement (SLA) constitutes an appendix to the Master Subscription Agreement. Airtame provides an uptime commitment for customers on the Airtame Cloud Paid plan and above. At any time you can see historical uptime and scheduled maintenance [here](#).

Important to note: It is important to pinpoint that if Airtame Cloud is down this does not mean that your Airtame devices are not functioning for screen sharing. The only implication is that the Airtame Cloud management portal will not be accessible.

1. SLA BREAKDOWN

1.1 Downtime

1.1.1 Downtime is the overall number of minutes Airtame Cloud was unavailable during the calendar year. Downtime is measured based on server-side error rate.

1.1.2 Downtime excludes the following:

- Slowness or other performance issues
- Issues that are related to external apps or third parties
- Any products or features identified as alpha, beta or similar
- External network or equipment problems outside of our reasonable control, including our third-party hosting provider(s), cf. below
- Scheduled Downtime for maintenance, cf. below
- Downtime caused by events amounting to Force Majeure (as defined in the Master Subscription Agreement))

1.1.3 We are not obligated to investigate and correct all incidents or faults regardless of whether or not such incidents or faults entail Downtime.

1.2 Uptime Commitment

1.2.1 Uptime is the percentage of total possible minutes Airtame Cloud was available during a calendar year. Our commitment is to maintain at least 99% Uptime ("Monthly Uptime Percentage") as of this SLA version but we intend to increase our commitment. Monthly Uptime Percentage means the total number of minutes in a calendar month minus the number of minutes of Downtime

suffered in a calendar month, divided by the total number of minutes in a calendar month.

1.2.2 We are solely liable for Uptime directly related to our services and are not liable for Downtime caused by circumstances outside of our control, including i) our third-party hosting providers, ii) you or your company, or iii) the individuals who use your products and services.

Check Airtame Cloud historical status right here:

<https://status.airtame.com/>

1.3 Scheduled Downtime

1.3.1 Sometimes we need to perform maintenance to keep Airtame Cloud working smoothly. If scheduled Downtime is necessary, we will give you at least 1-week advance notice. We will make our best efforts to limit scheduled Downtime during work hours, i.e. weekdays from 8 a.m. – 5 p.m. in North American and European time zones

1.4 Changes to Uptime Commitment

1.4.1 Adjustments of the Service Level Agreement can be made by us without your consent at all times in accordance with the notice of termination in the applicable Master Subscription Agreement. You cannot request, delete or modify the Service Level Agreement.

1.4.2 We shall provide an e-mail notification to alert you whenever the Service Level Agreement is updated.

2. CUSTOM SLA

2.1 For larger Enterprises and Schools we are offering custom SLAs. Please reach out to your account manager for more information.

ADDENDUM B: DATA PROCESSING

1. INTRODUCTION

This data processing addendum is part of the Master Subscription Agreement, cf. section 14 of the Agreement. The addendum describes how Airtame collects and processes the End User's personal data through Airtame Cloud in connection with the Master Subscription Agreement.

Airtame is the data controller regarding the data processed under the Master Subscription Agreement and Airtame determines the "purposes and means of processing the personal data" in this regard. Airtame collects and processes your (the data subject) personal data as stated below.

2. PERSONAL DATA

2.1 Consent

By agreeing to the Master Subscription Agreement (and creating an Airtame Cloud account) you are consenting to the processing of your personal data as stated in this data processing addendum.

If you wish to withdraw your consent, you can at any time contact Airtame at support@airtame.com.

2.2 Personal Data You Deliver

2.2.1 General

- Airtame Cloud profile information, such as your display name, email, hashed profile password, role/title, and preferences;
- Feedback and correspondence, such as information you provide when you respond to surveys, participate in market research activities, report a problem with, receive customer support or otherwise correspond with us;
- Usage information, such as information about how you use the service and interact with us; and

2.2.2 Information Automatically Collected

Airtame's servers may automatically record certain information about how you use the service, such as your Internet Protocol (IP) address, device and browser type, operating system, the pages or features of the service that you browsed and the time spent on those pages or features, the frequency with which you use the service, search terms, the links that you click on or use, and other statistics. We collect this information in server logs and by using cookies and similar tracking technologies to analyze trends, administer the service, track users' movements around the service.

2.2.3 Information from Integrated Sign-On Services

If you decide to register through or otherwise grant access to a third-party integrated service (what we call an "Integrated Service"), such as Google or similar single sign-on service, Airtame may also collect personal data that is already associated with your Integrated Service account. You may also have the option of sharing additional information with Airtame through an Integrated Service, as controlled through your settings on that Integrated Service. If you choose to provide such information, during registration or otherwise, Airtame will treat the information as personal data and will use it in the ways described in this addendum and the Master Subscription Agreement.

2.3 How Airtame Uses Your Personal Data

We use your personal data for the purpose of fulfilling the Master Subscription Agreement and provide the service.

2.4 To Provide the Service

If you have an Airtame Cloud account, we use your personal data:

- to operate, maintain, administer and improve the service;
- to manage and communicate with you regarding your service account if you have one, including by sending you Service announcements, technical notices, updates, security alerts, and support and administrative messages;
- to process payments you make through the service;
- to better understand your needs and interests, and personalize your experience with the service;
- to respond to your service-related requests, questions and feedback

2.5 For Security, Compliance, Fraud Prevention and Safety

We may use your personal data as we believe appropriate to (a) investigate or prevent violation of the law or the Master Subscription Agreement; (b) secure the service; (c) protect our, your or others' rights, privacy, safety or property; and (d) protect, investigate and deter against fraudulent, harmful, unauthorized, unethical or illegal activity.

2.6 Cloud Functionality

The data utilized for the functionality of the cloud is stored in separate instances on Amazon Web Service (AWS) servers, cf. section 5. These instances are requested any time a given action is taken, such as change settings, user login, grouping, etc. This data is backed up daily and the backup is kept for seven days. This allows us to restore functionality and recover data.

3. SECURITY

To protect your personal data, Airtame takes reasonable precautions and follows industry best practices

to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

To protect file data in transit between an instance and Airtame's front-end platform, an encrypted connection is negotiated to ensure secure delivery. These connections are encrypted using Transport Layer Security (TLS) to create a secure tunnel protected by 128-bit or higher Advanced Encryption Standard (AES) encryption.

4. DATA SUBJECT RIGHT OF ACCESS

We have outlined the data subject rights that apply to the data subjects below. If you at any time would like to exercise any of the below-outlined rights or have questions regarding them please contact us at data@airtame.com.

- Right of access

The controller shall take appropriate measures to provide any information relating to processing of the data subject in a concise, transparent, intelligible and easily accessible form, using clear and plain language, in particular for any information addressed specifically to a child.

- Right to erasure and to be forgotten

The data subject shall have the right to obtain from the controller the erasure of personal data concerning them without undue delay, unless otherwise required by law.

- Right to rectification

The data subject has the right to have inaccurate personal data rectified. An individual may also be able to have incomplete personal data completed – although this will depend on the purposes for the processing. This may involve providing a supplementary statement to the incomplete data.

- Right to data portability

The data subject has the right to receive personal data they have provided to a controller in a structured, commonly used and machine readable format. It also gives them the right to request that a controller transmit this data directly to another controller.

- Right to restrict processing

The data subject has a right to restrict the processing of any personal data stored by Airtame. In most cases, this cannot be an indefinite restriction, only for a period of time.

- Disclaimer

All of these rights include more detailed stipulations, which need to be assessed before complying with any requests based on the above-mentioned rights. Additionally, we reserve the right to exercise reasonable measures to verify the identity of any data subject putting forward requests based on the above rights. This is to ensure the security of our existing data subjects and to minimize the risk of fraudulent behaviors.

5. EXTERNAL DATA PROCESSORS

Airtame is using the following data processors regarding the Master Subscription Agreement:

5.1 Amazon

Using AWS unlocks the control and confidence needed to securely run a business with the most flexible and secure cloud computing environment available today. As an AWS customer, we benefit from AWS data centers and a network architecture to protect your information, identities, applications, and devices. With AWS, we ensure our ability to meet core security and compliance requirements, such as data locality, protection, and confidentiality with AWS's comprehensive services and features.

5.1.1 Links and files

<https://aws.amazon.com/security/>

<https://aws.amazon.com/rds/features/security/>

https://d1.awsstatic.com/whitepapers/compliance/GDPR_Compliance_on_AWS.pdf

6. AGE OF CONSENT

By creating an Airtame Cloud account and agreeing upon the Master Subscription Agreement, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

7. CHANGES

Airtame reserves the right to modify this data processing addendum. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it, and in some cases, we may ask for a renewed consent.

Airtame ApS

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