Software as a Service Agreement

This software agreement ("Agreement") is made and entered into by and between Devine Publishing (hereinafter referred to as "Provider"), with its principal place of business at Lindevej 8, Langå, Denmark, and the Subscriber (hereinafter referred to as "Customer").

RECITALS

A. Provider provides software services as a software as a service (SaaS) platform.

B. Customer desires to use Provider's software services.

C. The parties desire to enter into this Agreement for the purpose of governing the terms and conditions of Customer's use of Provider's software services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Agreement" means this Software Agreement, including all attachments and exhibits.

1.2 "Customer" means the individual or entity using the Provider software services.

1.3 "Provider" means Provider Publishing, its officers, directors, employees, agents, and affiliates.

1.4 "Software Services" means the software services provided by Provider on its SaaS platform.

2. LICENSE GRANT

2.1 Provider grants to Customer a non-exclusive, non-transferable, limited license to use the Software Services for the term of this Agreement.

2.2 Customer may not use the Software Services for any purpose other than the purpose for which they were designed.

2.3 Customer may not sublicense or transfer the Software Services to any third party.

3. SUPPORT

3.1 Provider shall provide reasonable support and maintenance services for the Software Services during the term of this Agreement.

3.2 Customer shall promptly report any defects or errors in the Software Services to Provider.

3.3 Provider shall use commercially reasonable efforts to correct any defects or errors in the Software Services.

4. FEES

4.1 Customer shall pay Provider the fees set forth in the pricing plan selected by Customer.

4.2 Fees are due and payable in advance of the term selected by Customer.

4.3 Provider may suspend or terminate the Software Services if Customer fails to pay any fees due and payable under this Agreement.

5. TERM AND TERMINATION

5.1 This Agreement shall commence on the date of execution and shall continue until terminated by either party.

5.2 This Agreement may be terminated by either party upon 90 days written notice.

5.3 Upon termination of this Agreement, Customer shall immediately cease using the Software Services and Provider shall delete all of Customer's data stored on its SaaS platform.

6. INTELLECTUAL PROPERTY

6.1 Customer acknowledges that Provider retains all right, title, and interest in and to the Software Services, including all intellectual property rights therein.

6.2 Customer shall not use or reproduce the Software Services in any manner except as expressly authorized by this Agreement.

7. CONFIDENTIALITY

7.1 Each party agrees to maintain the confidentiality of any proprietary or confidential information disclosed to it by the other party in connection with this Agreement.

7.2 The obligations of confidentiality set forth in this section shall survive the termination of this Agreement.

8. DISCLAIMER OF WARRANTIES

8.1 Provider provides the Software Services on an "as is" and "as available" basis, without any warranties or representations of any kind.

8.2 Provider disclaims all warranties, express or implied, including without limitation any warranties of merchantability, fitness for a particular purpose, or non-infringement.

9. LIMITATION OF LIABILITY

9.1 In no event shall Provider be liable to Customer for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement, including without limitation damages for lost profits, loss of business, or any other loss.

10. GOVERNING LAW.

10.1 This Agreement shall be governed by and construed in accordance with EU law.