

# Licence Terms

## Mentor+Universe™

### 1. INTRODUCTION

- 1.1. These licence terms (“Licence Terms”) shall apply to the use of the software platform Mentor+Universe™ and the software and data included therein (“Service”) available at the website designated by KMP+ from time to time (“Website”). The Service is developed, owned and made available by KMP+ House of Mentoring ApS (“KMP+”) and made available subject to the agreement hereon by the customer of KMP+ (“Customer”).
- 1.2. If Customer does not accept and/or comply with these Licence Terms, Customer is not permitted to use the Service.
- 1.3. KMP+ may amend these Licence Terms at any time by reasonable notice to Customer. Customer agrees that the amended Licence Terms shall be binding.
- 1.4. The applicable Licence Terms will from time to time be available at the Website. The License Terms are only available in English.
- 1.5. These Licence Terms constitute an appendix to the licence agreement entered into between the parties (“Agreement”).

### 2. THE SERVICE

- 2.1. The Service is an electronic internet-based platform with the purpose of assisting Customer’s end users (“End User”) with mentoring. “End User” shall mean each individual person accessing the Service from time to time with an active user profile in the Service.
- 2.2. The functions and services available to Customer via the Service, are described on the Website.
- 2.3. KMP+ will provide an End User Licence Agreement (“EULA”) at the Website which shall be accepted by each End User before access is granted to the Service. Customer and its End Users’ use of the Service shall take place in compliance with the EULA. In the event of discrepancy between these Licence Terms and the EULA the latter shall prevail.
- 2.4. Customer and End Users shall not be permitted to use or access the Service in any other way or format than as provided by KMP+.

### 3. THE LICENCE

- 3.1. Customer is granted a non-exclusive, non-assignable licence to access and use the Service as well as the software included in the Service at the terms and conditions set out in these Licence Terms, and subject to Customer’s compliance herewith.

### 4. AVAILABILITY, CHANGE AND UPGRADES

- 4.1. KMP+ will use commercially reasonable efforts to make the Service available at all times, except for planned downtime and any unavailability caused by external events, incl. force majeure

circumstances, and to provide the Services in accordance with applicable laws and government regulations.

- 4.2. Notwithstanding the foregoing, the Service is provided “as is” without warranty of any kind. KMP+ does not warrant that the Service will be error-free or that the Service will work without interruptions.
- 4.3. The Service may at the sole discretion of KMP+ be subject to changes from time to time, including by addition or removal of features. Such changes may occur without notice. However, KMP+ will use reasonable efforts to notify Customer in advance.
- 4.4. KMP+ will use its best efforts to correct any incidents, but expressly disclaims any legal obligations to do so, as stated above.

## **5. USER RESPONSIBILITIES**

- 5.1. If Customer experiences any service outages, delays, unavailability, loss of data or incidents in general, Customer is required to immediately report such incidents to KMP+ using the contact details located on the Website.
- 5.2. Customer shall in all respects be directly responsible for the acts and omissions of End Users, including compliance with the EULA.
- 5.3. Customer shall indemnify KMP+ for any damages directly and immediately resulting from noncompliance with the provisions of this Clause 6.

## **6. FEE AND PAYMENT**

- 6.1. Customer’s permitted use of the Service is subject to payment of a licence fee as set out in the Licence Agreement (“Licence Fee”).
- 6.2. Withholding taxes, costs relating hereto, and other taxes imposed on payments to KMP+ under these Licence Terms (if any) is of no relevance to KMP+ and Customer shall pay such taxes and indemnify KMP+ for any such payments.
- 6.3. In case of termination of these Licence Terms (for any reason), KMP+ shall not be obligated to repay any part of the Licence Fee (or any other charges pursuant to these Licence Terms) invoiced and paid.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. Customer recognizes that KMP+ (and its licensors) holds any and all copyrights and other intellectual property or industry rights in and to the Service, including but not limited to the code to the software. This also applies to any changes, adjustments etc. to the Service. Customer shall respect KMP+’s (and its licensors’) rights and Customer shall be responsible for any breach of such rights, including unauthorized passing-on of the Service to a third Party.
- 7.2. Customer shall not reverse engineer, disassemble or decompile the Service, except where and only to the extent that such operations are permitted according to the applicable mandatory, statutory legislation nor modify, copy or reproduce the Service, the data or the organization hereof in any way outside the purpose of these Licence Terms.

- 7.3. 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 Service to any third party, unless set out otherwise in these Licence Terms.
- 7.4. 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 here-to stated in the Service or on the medium upon which the Service may have been delivered.
- 7.5. In the event that Customer uses the Service contrary to the terms of these Licence Terms, KMP+ may terminate these Agreement for material breach immediately and without notice.

## **8. AUDIT**

- 8.1. KMP+ shall have the right to verify Customer's compliance with these Licence Terms at any time and without notification. Such verification may be in the form of accessing the Service and records contained therein. Customer shall provide KMP+ with reasonable assistance in its verification efforts.
- 8.2. Without prejudice to any other remedies available to KMP+, if Customer is not correctly licensed, KMP+ shall be entitled to demand payment of the additional Licence Fee for the period Customer has not been correctly licensed.
- 8.3. Neither Party shall be responsible for the other Party's costs associated with this Clause 8. Notwithstanding the foregoing, Customer shall be liable for such costs incurred by KMP+, if Customer is not in compliance with these Licence Terms.

## **9. LIMITATIONS OF LIABILITY**

- 9.1. In no event shall KMP+ have any liability for any indirect, incidental, special, or consequential damages, however caused and on any theory of liability, whether for breach of contract, tort (including negligence) or otherwise, arising out of or related to these Licence Terms, including but not limited to loss of anticipated profits or loss or interruption of use of any files, data or equipment, even if advised of the possibility of such damages.
- 9.2. In no event shall KMP+'s liability arising out of or related to these Licence Terms exceed the Licence Fees paid for the Services for a period of 12 months preceding the event(s) having given rise to the claim.

## **10. FORCE MAJEURE**

- 10.1. 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 these Licence Terms as a result of a force majeure situation. Force majeure situations include war and mobilization, catastrophes of nature, strikes, lock-out, fire, damages to production plant, import and export regulations and other unforeseeable circumstances beyond the control of the Party concerned.

## **11. TERMINATION**

- 11.1. The licence granted and any right to use the Service shall cease upon termination of the Agreement, for any reason. Neither Party shall have any claims against each other in case of termination for convenience, except for a claim for unpaid fees.

- 11.2. These Licence Terms may be terminated immediately for cause pursuant to the general rules of Danish Law. In addition, KMP+ may terminate these Licence Terms in the following situations:
- a) If Customer or its End Users violates these Licence Terms, the EULA or other applying conditions. This includes situations where Customer and/or End User is creating problems, legal liabilities (whether they are actual or potential), infringing intellectual property rights, engaging in fraudulent, immoral or illegal activities, or for other similar reasons.
  - b) If Customer does not pay any fees due in accordance with the applicable payment conditions, and in any event if full payment has not been received 10 days following transmission of notice of non-payment to Customer.

## **12. CUSTOMER DATA**

- 12.1. Customer is liable for Customer's and End Users' data ("Customer Data") and use hereof in the Services. Customer grants to KMP+ a non-exclusive right to process Customer Data (including personal data) solely to provide and support the Services in accordance with the License Terms.
- 12.2. Customer is liable for and shall indemnify and hold KMP+ harmless from and against any infringement caused by Customer's Data of any third party right or any other non-compliance with applicable law.

## **13. ASSIGNMENT**

- 13.1. Customer shall have no right to sell/rent out/lend or in any other way transfer or assign the right to use the Service or any right or obligation under these Licence Terms to any third party, except from the use (which for the avoidance of doubt does not include a transfer of the Licence) for the End Users as specified in these Licence Terms.
- 13.2. KMP+ reserves the right to transfer its rights and obligations under these Licence Terms in whole or in part to a third party. However, KMP+'s use of subcontractors shall not disclaim KMP+ from fulfilling its obligations under the Licence Terms.

## **14. GOVERNING LAW AND JURISDICTION**

- 14.1. These Licence Terms are governed by and construed under the laws of Denmark without reference to conflict of laws principles. Any dispute, controversy or claim arising out of or related to these Licence Terms shall be settled by a competent court at KMP+'s venue in Denmark.

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