

# ChronosHub

## Master Services Agreement

This Master Services Agreement ("Agreement") between ChronosHub ApS ("ChronosHub") and the [CLIENT NAME] ("Client") outlines the terms and conditions as well as the contractual responsibilities that govern the use and delivery of the licensed products and services (hereinafter the "Product" and/or the "Services") subscribed to by the Client. ChronosHub and Client may each be referred to herein as a "Party" or collectively as "the Parties."

WHEREAS the ChronosHub owns the rights to the Product granted under this License;

AND WHEREAS the Client desires to use the rights granted under this Agreement and ChronosHub desires to grant the Client a license to use the Product for a fee, subject to the terms and conditions of this License.

## Table of Content

1. Parties.....	Fejl! Bogmærke er ikke defineret.
2. Definitions .....	3
3. License Grant .....	4
4. Authorized Users & Product Use .....	5
5. Client Restrictions .....	5
6. Payment Terms .....	6
7. Support and Maintenance .....	6
8. Change Management and Additional Services .....	9
9. Warranties and Limitations of Liability .....	9
10. Terms and Termination .....	10
11. Law and Jurisdiction .....	11
12. General Provisions .....	11

## 1. Definitions

- a) **'Administrator'** means an individual designated by the Client to access and use the Support Services provided by ChronosHub.
- b) **'Authorized User'** means a individual designated by the Client to use the Products and/or Services defined in Appendix I. This may include employees and contractors of the Client as well as customers and end-users, including the Client's authors, reviewers, and editors.
- c) **'Client Information' or 'Content'** means information, data, documents, materials and content that the Client or an Authorized User provides to ChronosHub in connection with this Agreement. Client Information is Client's Confidential Information
- d) **'Confidential Information'** means any and all information (whether written, otherwise recorded or oral) of a Party that the disclosing Party designates as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes: (i) non-public information relating to a Party's technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (ii) third party information that the disclosing Party is obligated to keep confidential; (iii) the terms included in the Order Form; and (iv) any non-public information relating to any activities conducted hereunder. Confidential Information does not include any information or documentation that was: (a) already in the possession of the receiving Party without an obligation of confidentiality; (b) independently developed by the receiving Party without reference to or use of the Confidential Information of the disclosing Party, as demonstrated by the receiving Party; (c) obtained from a source other than the disclosing Party without an obligation of confidentiality; (d) publicly available when received or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of the receiving Party); (e) approved for disclosure by the disclosing Party.
- e) **'Data Processing Agreement'** means the written agreement provided by ChronosHub to the Client, to set out the terms on which personal data will be disclosed to the Data Receiver. The Data Sharing Agreement form is Annex 2 of this Agreement.
- f) **'End User'** refers to any person or machine account that Client permits to use the Products and/or Services or access Client's Information.
- g) **'Licensee'** refers to the Client who is requesting rights to access and use the products and services from the Licensor.
- h) **'Licensor'** refers to ChronosHub ApS ("ChronosHub") who is the owner of the Products and Services and holder of the rights to the license.
- i) **'Platform Activation'** means a confirmation from the Client that the functionality requirements of the platform agreed upon for launch have been met. Once notified by ChronosHub, the Client has 10 working days to confirm.
- j) **Recovery Point Objective (RPO)**
- k) **Recovery Time Objective (RTO)**
- l) **'Service'** and/or **'Product'** or **'Services'** and/or **'Products'** means the ChronosHub products and services used by the Client as specified under '6 Included Services'.
- m) **'Services'** refers to the detailed listing of the products provided by ChronosHub to the Client as defined in Appendix 1. This includes the purpose, requirements, and description of the products to be provided and details the associated fees to be paid by the Client.
- n) **'Statement of Work' or 'SOW'** is a legally binding document that captures and defines any additional work to be carried out in addition to what is listed in the xxx. All SoWs will be governed by the terms of this Agreement; in a conflict the terms of the SoW will prevail. Appendix E lists the SOW template to be used.
- o) **'Term'** refers to the initial period of the license, as set forth in the Order form, or a subsequent renewal period in which the licensee's authorized users continue to use the product and/or services.

Kommenterede [JF1]: Recommend putting definitions in alphabetical order

Kommenterede [AJ2R1]: Done!

Kommenterede [JF3]: Not attached and not reviewed.

Kommenterede [AJ4R3]: Shared in the folder

Kommenterede [AJ5R3]: JF3 will review and revert end of this week

Kommenterede [JF6]: Does CH want a Client's customers to be considered an authorized user of the CH platform? What about contractors and affiliates?

Recommend limiting the scope of authorized users but open to discussion. If definition is extended to affiliates then affiliates need to be identified at the time of contracting and Client needs to agree to be liable for affiliate's actions.

Kommenterede [JF7]: Will defer to CH staff

Kommenterede [AJ8R7]: @Peter Jacobsen?

Kommenterede [AJ9R7]: Shall this be part of our MSA?

Kommenterede [JF10]: Not attached. Not reviewed.

- p) **'Terms of Use'** refers to the terms and conditions of use posted on the ChronosHub platform, governing the use of the platform by any Authorized User. These can be accessed here: <https://chronoshub.io/terms-of-use/>
- q) **'Use'** means any access to the Services by connecting to the Services via the Internet such as over the Product's User Interface or Application Programming Interface (API).

## 2. License Grant

- a) ChronosHub hereby grants the Client a limited, non-exclusive, non-transferable license to access and use the Products and/or Services described in Appendix I. This license may only be used by Authorized Users of the Client for private, internal business purposes.
- b) ChronosHub will deliver its host software by providing Client with online access. By accessing the hosted software, Client agrees to accept the license terms of use in accordance with this Agreement.
- c) The license is limited to the Client's own use for managing and providing access to its Authorized Users to the Services. The Client may not use the Services to provide services to any third party other than explicitly authorized in this Agreement or without prior written approval from ChronosHub.
- d) The Client does not acquire any ownership rights to the Service, or any other material provided by ChronosHub. All documents, interests and intellectual property rights, including without limitation, trademarks, trade secrets, copyrights and patent rights in the Service or any associated software, systems, documentation, hardware, databases, reports, updates and other materials provided to the Client remain the sole property of ChronosHub.
- e) Any Client Information posted to the Service by the Client or its Authorized Users is owned by the Client or the Authorized User, who grant ChronosHub the following non-exclusive license: a limited, non-exclusive, non-transferable license to process the Client Information solely for the purpose of providing the Services or any Additional Services.
- f) ChronosHub may collect non-personal identifiable information in aggregated and anonymized form related to Client's use of our products, services and data. Furthermore, ChronosHub may use this information to test and improve Its products and services, and to protect and enforce Its rights under the agreement and may pass this information to Its third-party Licensors for the same purposes.
- g) The Client grants ChronosHub the right to mention the Client as a customer, while not disclosing any Confidential Information, and list the customer's name and logo in presentations and on the ChronosHub website. Any other public announcements such as press releases will be approved by both parties.

The ChronosHub hosted software is designed to protect the content uploaded by Clients. This Agreement grants ChronosHub permission to use, store, and process the content of its Clients in accordance with applicable law. Access and use of Client content by ChronosHub, its employees and contractors will be directed by the Client and limited to the extent necessary to deliver the hosted software, including training, research assistance, technical support and other services. ChronosHub will not disclose any Client content except to support the hosted software or unless required by law. ChronosHub may also delete or disable Client content if required under applicable laws or regulations and will use reasonable efforts to provide notice.

**Security.** ChronosHub will inform Client in accordance with applicable law if it becomes aware of any unauthorized third-party access to Client's content and will use reasonable efforts to remedy identifiable security vulnerabilities. If Client's content is lost or damaged, ChronosHub will assist Client in restoring the content to the hosted software from the last available backup copy.

**Kommenterede [JF11]:** Expect that some clients might want to limit this right and only grant it upon giving written permission.

**Kommenterede [AJ12R11]:** Agree. Should consider a rewrite of the clause

**Kommenterede [AJ13R11]: Marketing Incentives**  
Client agrees to allow ChronosHub to produce a press release/detailed reference/case study outlining the nature of the Services provided to the Customer under the Agreement, provided however that the Customer will have final approval of the content before the press release/detailed reference/case study is published by ChronosHub. Other than this, ChronosHub may not use Customer's company name, logos and emblems in connection with any other marketing campaigns and PR activities without the Customer's prior written consent.

**API license.** Client may use ChronosHub APIs to enable authorized users to use the products and services in accordance with the agreement in conjunction with Client's technology systems provided ChronosHub approved accreditations remain visible at all times. ChronosHub API keys must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used to create products or services detrimental to or competing with ChronosHub, and its affiliates. Client must also demonstrate interfaced systems upon request by ChronosHub.

**Kommenterede [JF14]:** Probably should be a separate section and enumerated.

**Kommenterede [AJ15R14]:** Agreed, will correct

### 3. Authorized Users & Product Use

The Client and its Authorized Users agree to the terms and conditions of this License when accessing the Products and/or Services. Authorized Users for the Services are the Client's direct and affiliated staff members and other associated Authorized Users like authors and administrators from the Client's customers.

**Kommenterede [JF16]:** Refer back to definition of Authorized User and affiliates. Can probably remove.

Accordingly, the Client will notify its Authorized Users of the ChronosHub Terms of Use when accessing the Services. By accessing the Service, each Authorized Users shall be deemed to be personally bound by the ChronosHub's Terms of Use. The Client must immediately notify ChronosHub if the Client reasonably believes its secure access method(s) are being misused.

- a) Materials above refer to the software, code, specifications, brands, trademarks and similar for ChronosHub or any third party that is integrated with the Service.
- b) For the avoidance of doubt, the Client is authorized to make any use of the content processed by their use of ChronosHub (e.g. manuscripts, review comments, correspondence between publishing users). All content associated with the Authorized Users' articles is owned in accordance with the applicable license agreement between the Client and its Authorized Users.

**Kommenterede [JF17]:** Think this should be removed or at least edited by CH staff to make it applicable. If CH staff decide to keep or edit then remove (a) and (b) bullets.

### 4. Client Restrictions

Except as expressly stated in this Agreement or otherwise permitted in writing by ChronosHub, the Client will:

- a. limit the direct and indirect use of the Service to its Authorized Users, except for information provided by public access or pulled via the ChronosHub API.
- b. not re-distribute the materials retrieved from the Services or provide access to the Services to third parties, or use such materials within third party services, whether for-profit or non-profit, either directly or indirectly, unless specifically authorized in this Agreement.
- c. not publish, post, broadcast or sell any materials (including without limitation marketing materials, reports, business intelligence and technology) retrieved through the Services or use the materials in any manner that will infringe the copyright or other proprietary right of ChronosHub or its licensors.
- d. not remove, obscure or modify in any way copyright notices, trademarks, or other proprietary notices or disclaimers as they appear in the Services or Products from ChronosHub.
- e. not modify, translate, duplicate or create any derivative work based on the Service or any material retrieved from the Service. This includes not creating products or perform services which may or do compete or interfere with the services or products of ChronosHub.
- f. not use the Service to execute denial of service attacks nor perform automated searches against the ChronosHub platform to the extent such searches unduly burden the platform including, but not limited to automated "bots", link checkers or other scripts.
- g. not use the Service to violate the ChronosHub Terms of Use applicable to other licensed databases.
- h. not publish or share any details about this Agreement with any third party.

## 5. Payment Terms

- a) Invoices for the one-time fees for setup and the annual fees for Support & Maintenance and Data & Reporting will be issued upon contract signature, pro-rated for the remaining months for the first calendar year. For the following years, the invoices will be issued in January each year. Invoices are due within 15 days of receipt.
- b) The per article processing fees for Submission are charged as an annual payment based on estimates. If the actual number of articles is more than 10% over the amount estimated, the additional amount will be charged at the end of the year. If the actual number of articles is within 10% of the amount estimated, no additional amount will be charged. If the actual number of articles is less than the amount estimated, no refunds or credit notes will be given. The invoices for these fees will be issued upon Platform Activation, pro-rated for the remaining months of the first calendar year. For the following years, the invoices will be issued in January each year.
- c) M&A. The charges remain payable notwithstanding your mergers, acquisitions or divestitures. We may change the charges if your mergers, acquisitions or divestitures give additional access to our products, services or data.
- d) Invoices are due for payment within 15 days of receipt. ChronosHub may levy a service charge of 1% per month or the highest lawful interest rate (whichever is lower) for late payment plus reasonable collection costs, including attorneys' fees.
- e) Any credit card fees charged by the payment gateway Licensor (for example Stripe) are separate.
- f) Each year, ChronosHub reserves the right to increase the prices by the official inflation rate for the euro area for the previous year according to Eurostat:  
<https://ec.europa.eu/eurostat/databrowser/view/tec00118/default/table?lang=en>
- g) ChronosHub agrees to increase the annual fees by no more than 4% each year (outside any increases based on increased publishing output).
- h) The Client will pay the fees for the Services as indicated in the Statements of Work (SOW). All amounts are indicated excluding VAT, WHT and local taxes.
- i) Fees for any additional services or travel ordered by the Client to support the implementation or later during operation will be charged on an hourly basis per the following rates. (Travel time is charged with 50% of the standard daily rates. Development (for example custom integrations): €185 for senior team members, and €140 for other team members. Consultancy (for example custom training material): €210 for senior team members, and €140 for other team members. All invoices for the Client shall be sent to: **[name & email of invoice contact]**

**Kommenterede [JRB18]:** Move to an appendix/rate card

**Kommenterede [AJ19R18]:** Agreed, should be part of commercial details in order document (appendix 1 or what ever we call it)

## 6. Support and Maintenance

The Client is responsible for direct support to any of its Authorized Users. ChronosHub provides support to the Client's designated administrators (max 5). The Client will benefit from ChronosHub's support as long as the Client pays the applicable annual fees set out in this Agreement. Support services provided by ChronosHub are intended to assist the Client in realizing the full potential of the Services by answering questions on its use, fixing any identified bugs or erroneous functionality.

**Kommenterede [JF20]:** New term that needs to be defined and added to definitions. Will defer to CH staff to provide

The following resources are included as part of the support services and maintenance provided to Clients:

- a) Access to the support portal for the Client's designated administrators (5 max) via personal login, where Client can submit support request tickets and view the status of tickets. When submitting a new ticket, administrators are asked to indicate the priority status of the status (see 'Severity Classification' below). The support portal is monitored weekdays (Mon-Fri) from 9am-4pm CET (Normal Business Hours). The ChronosHub Customer Care team evaluates each issue and may ask further questions. The Client logging the issue may also receive

questions for clarification. The portal is also used for submitting tasks and change requests which are excluded from severity classification

- b) Continuous monitoring and maintenance of the Services ensuring that any errors get corrected as quickly as reasonably possible. Clients receive continuous monitoring services 24 hours a day, seven days a week throughout the year.
- c) Email updates sent to the Client's designated administrators to inform about added or removed content or functionality, or anything else related to the Services. The Client's designated administrators are expected to inform its Authorized Users when applicable.
- d) The working language is English.
- e) ChronosHub shall make the ChronosHub Platform available for normal use 24 hours a day, seven days a week, with a minimum commitment to 99.9% uptime annually (Uptime Target), except for Scheduled Maintenance. ChronosHub will monitor its performance against the Uptime Target and will provide the Client with access to its monitoring tool to enable the Client to assess against the Uptime Target.
- f) Scheduled maintenance and network upgrades will be performed outside normal business hours when possible, provided that ChronosHub has used reasonable endeavours to give the Client advance notice of at least 12 business hours. If the maintenance can or will interrupt normal operations of the platform to end users, ChronosHub will notify Client by placing a banner on the site.
- g) In the event of the platform being unavailable due to events not within ChronosHub's control, i.e. unscheduled maintenance, the Client's designated administrators will be notified of service disruption by email within 1 hour during working hours, and within 6 hours if outside normal business hours (elapsed time). Regular communication will be delivered by ChronosHub to these administrators until the platform is fully operational again.
- h) Unless attributable to a Client or an integrated 3rd party failure, if the Client experiences uptime of less than 99.9% in a month, ChronosHub will provide the Client with a credit equal to:

**Metric**

≥ 99% but < 99.9%  
 <99%

**Availability**

Ten percent (10%) of the pro rata Annual Subscription Fee  
 Thirty percent (30%) of the pro rata Annual Subscription Fee plus an additional 1% for each percentage point below 99.0%

- i) Any service credits that are deducted and/or paid are not to be taken into account for the purposes of the limitation of liability provisions set out in this agreement. The payment of service credits is without prejudice to any other remedy available to the Client. Anything not included above is considered an additional Service, as described in section 8. *Change Management and Additional Services*. The implementation of each additional service is subject to a cost if the Client confirms that the service request should be carried out.
- j) All issues should be reported to ChronosHub via the support channel described above.

**Issue Severity Classification**

When the issue is reported, the Client is asked to indicate the priority of the issue as Urgent, High, Normal or Low as described in the table below.

Priority	Issue Description	First Response Time	Resolution Target Time
<b>Urgent</b>	if it stops a critical business process (e.g. login server does not	within 2 hours of issue ticket filed	ASAP, but release defined by ChronosHub

**Kommenterede [JF21]:** Confirm CH wants to provide continuous monitoring 24 hours a day, 7 days a week throughout the year. If so, write out 24/7 as written above in this comment.

**Kommenterede [AJ22R21]:** Write it out

**Kommenterede [JF23]:** Probably can combine this with section (b) above

**Kommenterede [AJ24R23]:** @Peter Jacobsen - what is our historic uptime and are you comfortable with this?

**Kommenterede [JF25]:** New definitions. Needs to be defined. Defer to CH staff to provide.

**Kommenterede [AJ26R25]:** Can we solve it by combining with e) where the uptime target is mentioned?

**Kommenterede [AJ27]:** @Peter Jacobsen - can you confirm that we do this currently or plan to?

**Kommenterede [JRB28]:** This needs to be modified to address Atul's concerns.

**Kommenterede [AJ29R28]:** @Jessica Rucker - what is the concern from Atul?

**Kommenterede [JF30]:** Same comment above.

**Kommenterede [AJ31R30]:** Same answer as above? :-)

**Kommenterede [RB32]:** Jess to say we also need to include RCA (root cause analysis) and when we would share that

	authenticate users, publications can no longer be added)		
<b>High</b>	if it stops any non-critical business processes (e.g. certain configuration functionality)	within 8 hours*	ASAP, but release defined by ChronosHub
<b>Medium</b>	if it reduces the efficiency (e.g. minor performance issue)	within 24 hours*	Release defined by ChronosHub
<b>Low</b>	if the impact is negligible (e.g. a design issue, feedback, queries or an issue for an Authorized User)	within 24 hours*	Release defined by ChronosHub

Kommenterede [RB33]: 3 business days

Kommenterede [RB34]: 10 business days

Kommenterede [RB35]: 20 business days

Business Hours are weekdays (Mon-Fri) from 9am-4pm CET.

\* *First Response time is measured in business hours. \*If the issue is submitted before or after normal business hours, the same response times apply from the next point in time that normal business hours start.*

\**Resolution time is measured in calendar hours, counting 24 hours a day, from the actual time the ticket was submitted to the time the ticket was marked as resolved.*

\*\**Target times are ideal resolution times that we strive towards but depending on the issue might not always be able to meet those times.*

ChronosHub will monitor its performance against the response and resolution target times described above. Within five (5) business days after the end of each month, ChronosHub shall prepare and submit to the Client a report showing its performance against the target times in the previous month, and analysis of compliance with the target times (**Monthly Performance Report**).

If ChronosHub fails to resolve issues within the response times for immediate and urgent issues, ChronosHub will provide the Client with a service credit in the amount of £30 for each issue after discussion with the system business owner.

Kommenterede [JRB36]: This whole section needs to be updated to address ACS's concerns as customer, but doesn't need to hold up legal drafting the rest of this agreement.

### Disaster Recovery

ChronosHub has a defined process to support its ability to respond to and recover from an event or events that negatively impacts their ability to carry out the Services (**Disaster Recovery**). The platform infrastructure is based on a two-site Azure architecture. Site one (Primary) is based in the Netherlands. Site two (Active failover) is based in Ireland.

Kommenterede [JF37]: Is this necessary to mention? Will defer to CH staff.

In case of infrastructure failure at the primary site, traffic is automatically directed to the active failover which under normal circumstances will result in unnoticeable switch over without loss of data.

Kommenterede [AJ38R37]: Since the tech will develop, security will be enhanced, etc I normally have a link to an information security documentation where this is updated. Lets discuss

In case of data corruption or loss of the same node on both sites

SQL databases:

RPO - 0.5 hour

RTO 2 hours

Virtual Machines/Services:

RPO - 24 hours

RTO 2 Hours

The RPO figure does not involve the loss of any data. The 24 hours relates to the age of the snapshot that will be used to restore the machine. If patches have been applied since, they will need to be re-applied.



File Share:  
RPO - 4 hours

This includes article bundles residing on the FTP server. Given the difference between this and SQL Server, articles will need to be re-exported from ScholarOne to ensure consistency.

Single file Versioning – RTO 0.5 hour  
Full restore - RTO - 2 hour

A failure to meet RTO and RPO times will amount to a material breach for the purposes of this Agreement.

**Kommenterede [JF39]:** Will defer to CH staff, outside of Legal's purview

**Kommenterede [AJ40R39]:** Same as above. I would prefer to have such information in a separate document.

## 7. Change Management and Additional Services

- a) The Client may request additional services by submitting a Change Request to ChronosHub through the support queue/ticketing system. The implementation of Change Requests is not covered by the annual fees and is considered an additional Service.
- b) ChronosHub reserves the right to charge the Client for any such additional Service which may include requests like changing existing functionality, design or navigation, but also development of new features, integrations, data handling, providing statistics or resolving issues outside of ChronosHub's reasonable control.
- c) ChronosHub shall carry out an initial assessment of each Change Request submission, including seeking further information from Client where required, and shall respond to the Client stating whether ChronosHub is prepared to carry out the requested service. ChronosHub reserves the right to reject any and all Change Requests.
- d) The Client shall co-operate with and provide such information and assistance (including making appropriate personnel of the Client available for meetings) as is reasonably requested by ChronosHub in order to respond to a Change Request as soon as reasonably practicable.
- e) Where ChronosHub agrees in principle to a change, ChronosHub shall prepare and submit a new SOW with a description of the change, the timetable and an estimated cost to the Client for signature. All SOWs are covered by terms and conditions of this Agreement. No requested change shall have effect unless and until each Party has confirmed the SOW.

**Kommenterede [JF41]:** Make sure instructions related to this form are provided to Client. Appendix, index or website.

**Kommenterede [AJ42R41]:** Done, added the reference to FreshDesk

## 8. Warranties and Limitations of Liability

ChronosHub warrants to the Client that:

- i. it has the right, power and authority to grant to the Client and the Authorized Users the rights and to undertake the obligations contemplated in this Agreement;
- ii. the performance of the Services by ChronosHub to the Client and to the Client's Authorized Users does not and shall not infringe the intellectual property rights of any third party;
- iii. the Services will perform in accordance with, and provide all the facilities and functions set out in, the **Proposal**;
- iv. appropriate technical and organizational measures will be maintained against unauthorized or unlawful access to Client Information and against accidental loss or destruction of or damage to Client Information; and
- v. it will perform or make available the Services with all due skill, care and diligence, in a timely and professional manner using appropriately qualified and experienced personnel and in accordance with good industry practice and in accordance with the description of the Services in the Collaboration Proposal.

CHRONOSHUB DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO THE PRODUCT AND ALL INFORMATION SUPPLIED TO LICENSEE OR ITS NAMED USERS PURSUANT TO THESE TERMS OF USE, CHRONOSHUB DOES NOT WARRANT ACCURACY OR COMPLETENESS, IS NOT RESPONSIBLE FOR ERRORS AND OMISSIONS IN SEARCH RESULTS, DOES NOT REPRESENT THAT THE USE OF INFORMATION, PRODUCTS, OR SERVICES PROVIDED PURSUANT TO THESE TERMS OF USE WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY, AND IS NOT LIABLE FOR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) ARISING OUT OF ANY SERVICES RENDERED OR PRODUCTS PROVIDED, OR ANY FAILURE TO RENDER SERVICES OR PROVIDE PRODUCTS PURSUANT TO THESE TERMS OF USE, OR IN ANY WAY ARISING FROM THESE TERMS OF USE OR USE OF THE PRODUCT.

As part of the Product experience, ChronosHub may provide access to third party tools, software, and services, including but not limited to application program interfaces ("Third Party Services"). CHRONOSHUB DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD-PARTY SERVICES. LICENSEE ACKNOWLEDGES, ON BEHALF OF ITSELF AND ITS NAMED USERS, THAT NO REPRESENTATION HAS BEEN MADE BY CHRONOSHUB AS TO THE FITNESS OF THE THIRD-PARTY SERVICES FOR THE LICENSEE'S OR ITS NAMED USERS' INTENDED PURPOSE

ChronosHub's aggregate liability is limited to 1.4 million USD, plus 290,000 USD for cybersecurity breach. For other cases and breaches of section '5. *Restrictions*', ChronosHub's liability is limited to the amount of fees paid by the Client for the Services in the 12 months prior to the breach. The Client's liability is limited to the amount of fees payable for the Services in the 12 months prior to the breach.

Neither party will be liable for any direct or indirect loss or damage arising under the terms and conditions of this agreement or in connection with the Service, whether arising in tort, contract, or otherwise.

Both parties shall indemnify, defend and hold harmless the other party from and against any losses arising from and out of any third-party action arising out of the indemnifying party's breach of these terms. The indemnified party shall promptly notify and cooperate with the paying party for any infringement of intellectual property rights arising from or out of third-party action.

## 9. Terms and Termination

The initial Term of the License is the effective date set forth as indicated on the Cover Page to this Agreement. This license shall automatically renew for a term equal to the immediately preceding Term. Client must notify ChronosHub in writing at least ninety (90) days in advance of renewal if Client does not desire to continue using the Products and/or Services following the end of a Term. Client may not terminate this Agreement for convenience. Client's purchase to access the Product and/or Services represents a commitment as Licensee to pay in full all License Fees for the duration of the Term to ChronosHub. If either Party does not meet an obligation or promise made under these Terms of Use, the other Party may send written notice of the breach, including a reasonable cure period of not less than five (5) business days. If the breach is not cured, or if the Parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching Party may terminate the License effective immediately upon written notice. On the effective date of termination of the License, the License granted to use the Product and/or Services in these Terms of Use is immediately revoked, and Client will have no rights to use the Product and/or Services.

If this Agreement is terminated, the following applies:

- All rights granted to the Client will cease at the end of the Term.
- The Client will have no further rights or authority to use the Service or Product in any manner.
- The Client will receive an invoice from ChronosHub at the end of the Term with any amounts due, based on the agreed Services.
- ChronosHub will have no further rights or authority to use the Client Information.
- At no additional cost, ChronosHub may provide reasonable assistance to the Client to transfer all Client Information in its possession and control to either the Client or to an alternative third-party supplier as directed by the Client including providing the Client with a complete and secure and appropriately authenticated download file of all Client data held by ChronosHub in a structured industry standard format.

## 10. Law and Jurisdiction

This Agreement shall be governed by and construed under the laws of Denmark. Both parties hereby submit themselves to the non-exclusive jurisdiction of Denmark.

## 11. General Provisions

A Party's delay or failure to perform any provision of this Agreement as a result of force majeure or other circumstances beyond its control (including, but not limited to war, strike, fire, flood, power failure, telecommunications, internet failures or damage to or destruction of any network facilities or servers) will not be deemed a breach of this Agreement. In the event the Products and/or Services cannot be provided for a continuous period of 20 working days, the Client may terminate this Agreement upon written notice and will be entitled to a refund of the proportion of the fee that represents the paid for but unexpired part of the Term.

This Agreement together with the SOW and the Data Sharing Agreement (Annex X) contains the entire understanding and agreement of the parties and replaces and supersedes all prior agreements, communications, and purchase orders whether written or oral with respect to the subject matter contained therein.

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by both Parties.

The Client shall not assign, transfer or license any of rights or obligations under this Agreement unless it obtains prior written consent from ChronosHub.

All notices given in pursuant to this Agreement must be in writing and delivered to the address specified for the corresponding party, or via email, and sent to the contact person(s) listed under section 1. *Parties*.

Any signatures exchanged by electronic means are effective to the same extent as original signatures.

**Kommenterede [JF43]:** Will ask outside counsel for a list of alternative governing laws and jurisdictions that CH could possibly agree to.

**Kommenterede [AJ44R43]:** US alternative?

**Kommenterede [AJ45R43]:** Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the XX Chamber of Commerce. The seat of arbitration shall be XX. The language to be used in the arbitral proceedings shall be English, unless the Customer is incorporated in Denmark in which case it shall be Danish.

**Kommenterede [j\_46R43]:** For US based customers, arbitration shall be administered in accordance with the current commercial arbitration rules of the American Arbitration Association.

For non-US based customers, arbitration shall be administered.... Rules of Arbitration of the International Chamber of Commerce.

Venue for arbitration can be silent in the agreement. DC and NY are preferred for US customers. Denmark is preferred for non-US based customers.

**Kommenterede [JF47]:** Added a Privacy Section that should be in a separate section and not the General Provisions. See below:

Each Party acknowledges and agrees that both Parties may be required to comply with certain data protection, privacy, and/or information security laws, rules, regulations, or guidelines enforced in the jurisdictions in which Client utilize the Product related to the collection and processing of Personal Data, including, without limitation, the European Union General Data Protection Regulation (the "Privacy Laws").

Client agrees that ChronosHub may collect, use, and otherwise process Personal Data in accordance with the ChronosHub Privacy Policy, available at <https://chronoshub.io/privacy-policy/> and incorporated herein by reference.

Each Party agrees to employ appropriate administrative, physical, and technical safeguards designed to protect the Personal Data submitted to ChronosHub or otherwise processed through the Product. Each Party shall promptly notify the other Party in the event of any unauthorized use, disclosure, collection, or access of Personal Data (an "Incident").

**Kommenterede [AJ48R47]:** JF3 to provide example and text to link to DPA