

This license agreement ("Agreement") is entered into as of the date of signature of the Collaboration Agreement.

(1) Kanpla ApS,  
CVR-nr. 40369813  
Søndergade 44, 3  
8000 Aarhus C  
("Kanpla")

(2) The Partner

each individually referred to as "a Party" and collectively as "the Parties"

## 1. BACKGROUND

- 1.1 Kanpla provides a range of software services (collectively referred to as "Services") to the Partner who wishes to use the software. Services are delivered through Kanpla's canteen administration platform, which allows the Partner to plan and manage canteen operations and Users' (as defined below) ability to order and pay for the Partner's canteen services, including food and beverages.
- 1.2 For each Service, a license is issued and, prepaid for a period (hereinafter "license period"), as specified when ordering the respective Service.
- 1.3 The Agreement grants the Partner and the persons using the Partner's services (collectively referred to as "Users") a usage license to use Kanpla's canteen administration platform ("the Platform") and Services in connection with the Partner's canteen operations.

## 2. LICENSE

- 2.1 Subject to the terms and conditions set forth in the Agreement, Kanpla grants the Partner a non-exclusive and time-limited access to use the Platform and the selected Services, which are provided online as software-as-a-service. Access to the Platform and Services is conditional upon the Partner's continued payment of the license. The Partner acquires no rights to the Platform, Services or parts thereof. Any use of the Platform may only be for the Partner's own business and relevant stakeholders, including the Partner's customers and their employees and guests.

### 3. PRICES AND PAYMENT

- 3.1 Kanpla handles User payments on the Platform as a payment agent with limited scope. Payments made via the Platform shall be considered the same as direct payments from the User to the Partner.
- 3.2 The Partner pays an ongoing license fee to Kanpla for the Partner's use of the Platform and Services. In case of changes or additions to Services resulting in price changes for already invoiced periods, the price change will be adjusted in future payments. The license fee amount is specified in the Collaboration Agreement.
- 3.3 All invoices are due for payment no later than 30 days after the invoice date. In case of late payment, Kanpla is entitled to claim interest at a rate of 1% per commenced calendar month from the invoice date. If the Partner has not paid an invoice within 30 days after the due date, Kanpla is also entitled to (i) limit the Partner's access to the Platform, (ii) terminate the agreement and/or (iii) require prepayment for future payments. In those cases where Kanpla considers, or has been entitled to limitation of the Partner's access to Kanpla services/products, it is likely that a limitation will affect the endcustomer and all users of the platform. This may harm Kanpla and the partners reputation. As a preventive measure for such circumstances, both parties are obligated to keep each other informed by nonpersonal email addresses, and follow up by phone. In cases which may lead to a limitation of Kanpla services/products. Preventive actions need to be done before limitation is initiated by Kanpla. The partner will be given the opportunity in all aspects to avoid limitations.
- 3.4 The fees under the Collaboration Agreement and any Order Form(s) will be adjusted once per calendar year on the first day of the first Renewal Period commencing after 1 July of that year (the "Adjustment Date"). On each Adjustment Date, the fees applicable immediately prior to the Adjustment Date will be adjusted automatically, without separate notice, by the positive percentage change in the US Consumer Price Index (CPI) from May of the previous year (old index) to May of the year preceding the Adjustment Date (new index). If the CPI change is zero or negative, no adjustment will be made.
- 3.5 Kanpla is entitled to change the prices stated in the Collaboration Agreement or otherwise materially amend the contractual terms with three (3) months' written notice. In the event of material changes to the terms or changes to the prices (however, not including adjustments under clause 3.5), the Partner may terminate the Agreement or individual Services with a shortened notice period of two (2) months to the end of a month.

#### 4. SETUP AND CHANGES

- 4.1 At the start of the Agreement, the Partner sets up their own locations on the Platform along with all relevant content related hereto, including product range and price information.
- 4.2 The Partner is responsible for ensuring that all Partner content is continuously updated and adjusted to be correct at all times. Where Kanpla assists in the creation or modification of content, the Partner is responsible for verifying that the Partner content is updated or changed correctly.
- 4.3 All administration accounts must be created with individual usernames and passwords. Such usernames and passwords are confidential and must not be disclosed to anyone other than the individual administrator. An unlimited number of administrators are included in the license payment detailed in, point 3.2. The Partner is responsible for any unauthorized use of administration accounts which result from the Partner's and their administrators' own circumstances, including failure to keep the username and password confidential.

#### 5. DURATION, TERMINATION AND EXPIRATION

- 5.1 General information about the contract period and termination can be found in the Collaboration Agreement.
- 5.2 Prior to the termination of the Agreement, regardless of the reason, it is the Partner's responsibility to export their own data from the Platform. To the extent that the Platform does not technically support the Partner's data export, Kanpla must, upon request, export the Partner's data in a recognized format.
- 5.3 After the termination of the Agreement, Kanpla reserves the right to delete the Partner's data without further notice. If the Partner notifies Kanpla that they want their data deleted from the Platform, Kanpla commits to do so without undue delay and within a maximum of one (1) month.
- 5.4 Kanpla is entitled to make non-material changes to the Agreement without notice, to the extent that the Partner's rights under the Agreement are not substantially diminished as a result.

## 6. INTELLECTUAL PROPERTY RIGHTS AND DATA

- 6.1 Kanpla owns all rights to the Platform, including all intellectual property rights in the form of, among others, copyright, including source code and documentation, as well as trademark rights to the Kanpla trademark
- 6.2 The Partner acquires no rights over the Platform by virtue of their use thereof, as the Partner is only granted a right of use, cf. point 2.
- 6.3 All content provided by the Partner to the Platform, including in the form of images and text descriptions ("Partner Content"), will remain the property of the Partner. By providing Partner Content, Kanpla is granted a non-exclusive, worldwide, transferable, sublicensable, and royalty-free license to store, use, distribute, modify, execute, copy, publicly play or display, translate, and create derivative works of the Partner Content in connection with the operation of the Platform and the provision of Services to the Partner and Users.
- 6.4 The Partner guarantees that they have the necessary rights to use and license the Partner Content in accordance with the terms of the Agreement.
- 6.5 Kanpla is entitled to use the Partner's data in anonymized form for the purpose of improving the Platform and Services, as well as to use the data for statistics and analysis purposes, including the sale of anonymized statistics and data to third parties.

## 7. BREACH OF CONTRACT

- 7.1 If Kanpla or the Partner commits a material breach of the Agreement, and the breaching party, after receiving a written demand from the non-breaching party, has not taken actions within a period of 30 days to remedy the breach, the non-breaching party may terminate the Agreement without further notice, regardless of the termination provisions in point 5.
- 7.2 In addition, the general rules on liability under the applicable governing law apply, subject to Section 8.

## 8. LIABILITY

- 8.1 The Parties shall be liable to each other in accordance with the applicable law governing this Agreement, subject to the provisions set forth below.
- 8.2 Kanpla is an auxiliary tool that can contribute to enhancing and streamlining workflows around the Partner's handling of canteen operations. The Partner, according to points 4.1-4.2, must ensure that Partner Content is correct at all times. All Partner Content on the Platform is entered or provided by either the Partner or its administrators, and Kanpla consequently cannot guarantee that the data is accurate, correct, or complete.
- 8.3 In no event shall Kanpla be liable for direct or indirect loss, including but not limited to consequential loss, third-party claims, or loss resulting from loss of data beyond what is provided in this Agreement.
- 8.4 If Kanpla becomes liable for damages, Kanpla's liability is always limited to an amount corresponding to the Partner's license payments in the three (3) months preceding the event giving rise to the liability.
- 8.5 The pricing of Services has taken into account the limitation of liability in point 8. It is a prerequisite for the Agreement and the pricing that the limitation of liability is maintained.
- 8.6 Neither party can be held liable for failure to comply with the Agreement or damage that the other party may suffer as a result of the party being affected by force majeure. Force majeure includes, but is not limited to, war, terror, mobilization, natural disasters, strike, lockout, fire, water damage, virus attacks, hacker attacks, breakdowns or errors in IT equipment, force majeure with suppliers, pandemics or epidemics, or other unforeseen circumstances that a party could not have avoided with reasonable efforts.
- 8.7 Kanpla acts solely as an intermediary and payment agent between the Partner and the Users. The Partner agrees to indemnify Kanpla in respect of any liability related to the Partner's canteen operations and other business activities, including but not limited to, issues with deliveries, food safety, quality, and hygiene, etc. Kanpla is entitled to offset any claims from third parties against the Partner's claim for payments under point 3.1.

## 9. CONFIDENTIALITY

- 9.1 The Agreement is confidential, and neither Kanpla nor the Partner is allowed to disclose information about the content of the agreement, in whole or in part, to third parties without the prior written consent of the other party, unless otherwise required by law or administrative practice.
- 9.2 However, the above does not prevent Kanpla from freely using subcontractors, including developers and data processors, who need access to the Platform and, under certain circumstances, the Partner's data to provide the necessary services to Kanpla. Kanpla is obliged to ensure that such subcontractors are subject to confidentiality obligations.

## 10. OTHER PROVISIONS

- 10.1 Communication: The parties have agreed that they can use electronic communication, including e-mail, to send demands and other written notices in accordance with the Agreement. Inquiries to Kanpla can be made using the e-mail address support@kanpla.dk.
- 10.2 Kanpla is entitled to use the Partner's name and logo as a reference for its business and for the Platform.

## 11. CHOICE OF LAW AND JURISDICTION

- 11.1 Any dispute, claim, or controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The Parties agree that any legal action or proceeding shall be brought exclusively in the state or federal courts located in New Castle County, Delaware, and each Party irrevocably submits to the personal jurisdiction and venue of such courts.