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Asset Platform Terms and Conditions

SlideHub ApS
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(“SlideHub”)

and the physical or legal individual who orders or uses SlideHub's Asset Platform
(“Customer”)

1. Introduction

- 1.1. SlideHub operates a PowerPoint Asset Platform ("**Asset Platform**") that consists of a customer facing website <https://app.slidehub.io> ("**Client Platform**") and a PowerPoint Add-in ("**SlideHub PPT Add-in**"). The Asset Platform is proprietary software developed by SlideHub. The SlideHub Add-in is available for download in the Microsoft Office AppSource. The Asset Platform provides access to the solutions outlined in section 2.
- 1.2. These terms and conditions ("**Terms**") govern the Asset Platform solutions provided by SlideHub to Customer. It does not govern any add-on services provided by SlideHub to Customer. The terms and conditions of such services are governed in a separate file set of terms.
- 1.3. Each individual who is granted access to the Asset Platform via their personal login credentials or via a single-sign-on solution ("SSO") further accept the SlideHub End-User License Agreement ("**EULA**") as available on <https://slidehub.io/eula>
- 1.4. The SlideHub Data Processing Agreement ("**DPA**") governs how SlideHub processes personal data as per the General Data Protection Regulation (GDPR) and is available on <https://slidehub.io/gdpr>

2. Access to Asset Platform

2.1. Generic Slide Library

- 2.1.1. As part of the Asset Platform, SlideHub hosts and maintains a cloud-based digital asset library dedicated to reusable PowerPoint Slides ("**Generic Slide Library**"). SlideHub provides Customer access to the Generic Slide Library in accordance with the Terms. Users access the content of the Generic Slide Library through the Asset Platform.
- 2.1.2. The Generic Slide Library contains more than 3,000 Generic Inspiration PowerPoint Slides ("**SlideHub Slides**"). SlideHub endeavors to maintain and improve existing SlideHub Slides in the Generic Slide Library and add new slides on an ongoing basis.
- 2.1.3. Customer is entitled to download and modify SlideHub Slides from the Generic Slide Library in strict accordance with the Slide IP License in clause 12.3.
- 2.1.4. Downloads of Slides from the Generic Slide Library counts towards the weekly maximum user specific maximum of non-company specific asset downloads (see section 4)

2.2. Customer Asset Library

- 2.2.1. SlideHub hosts and maintains a cloud-based digital asset library dedicated to Customer Asset Library ("**Customer Asset Library**"). SlideHub provides Customer access to the Customer Specific Library in accordance with the Terms. Users access the content of the Generic Slide Library through the Asset Platform.
- 2.2.2. The Customer Asset Library contains different digital asset categories including: PowerPoint slides, images, and SVG icons ("**Customer Assets**"). Additional digital asset categories may be added to the Asset Platform without any additional cost to Customer.

- 2.2.3. Customer is entitled to upload and store digital assets and SlideHub Slides in Customer Asset Library in strict accordance with the Slide IP License granted in clause 12.3 and the EULA.
- 2.2.4. Each active user in Customer organization can download an unlimited number Customer Assets per week and do NOT count towards the weekly maximum as per section 3

2.3. Third Party Digital Assets

- 2.3.1. Via the Asset Platform SlideHub provides access to a set of digital assets enabled via integrations with 3rd party integration partners ("**Third Party Assets**").
- 2.3.2. Third Party Assets enable of the following features:
 - 2.3.2.1. A feature for searching and inserting SVG icons. The feature provides two groups of functionalities: 1) a library of Standard icons that are shared across SlideHub customers provided via 3rd party icon API provider and paid by SlideHub, and 2) a flag specific icon search feature
 - 2.3.2.2. A feature for searching and inserting high quality, license free images. The feature provides access to a library of high-quality images provided by Unsplash.com. The library is not specific to any specific SlideHub customer
 - 2.3.2.3. A feature for searching and inserting vector illustrations. The illustrations are provided via a 3rd party illustration API paid by SlideHub.
- 2.3.3. SlideHub provides Customer access to the Third-Party Assets in accordance with these terms. Third Party Assets is directly accessible via the SlideHub PPT Add-in. Each feature enabled by the Third-Party Asset can be disabled by Customer via Customer specific settings on the Asset Platform.
- 2.3.4. Due to the license agreement with some 3rd party asset providers, not all Third-Party Asset features are available via the Client Platform, but only via the SlideHub PPT Add-in.
- 2.3.5. SlideHub can add, modify, and remove any specific asset or feature enabled by the Third-Party Assets without approval from Customer.
- 2.3.6. Downloads of any Third-Party Asset counts towards the weekly maximum user specific maximum of non-company specific asset downloads (see section 4)

3. Support and Customer Success

- 3.1. In order to ensure a good experience for both Customer and SlideHub, SlideHub offers unpaid access to Support and Customer Success
- 3.2. Within the limits of capacity of the SlideHub Customer Success team, SlideHub provides an unlimited number of onboarding sessions with Customer. The agenda for onboarding sessions will be tailored to the situation of Customer. The onboarding sessions are performed by either a member of SlideHub's customer success team or project manager team. The scope of the onboarding sessions is limited to topics related to how to populate the Company Asset Library, customize the Customer account, and use the Asset Platform.
- 3.3. Within the capacity of the SlideHub Customer Success and Engineering team, SlideHub provides free technical support as it related to the Asset Platform.
- 3.4. Unless otherwise agreed in writing, Support and Customer Success support provided by SlideHub (as outlined in clause 3.2 and 3.3) do not include any form of unpaid design or consulting support not strictly related to using the features of the Asset Platform.

4. Weekly downloads limits

- 4.1. In order to ensure long term stability, SlideHub can limit the daily, weekly or monthly access to features enabled by Third Party Assets and to the Generic Slide Library for Customer or any specific user of Customer organization without pre-approval by the Customer or any consequence to these Terms and the EULA. These limitations do not apply to content on Customer Asset Library (section 2.2).
- 4.2. Depending on the subscription plan ("Starter" or "Growth") selected by Customer, each paid user in Customer organization can download a maximum of weekly items across the Third Party Assets and Generic Slide Library combined.
 - 4.2.1. The weekly maximum per user on the Starter Plan: 100
 - 4.2.2. The weekly maximum per user on the Growth Plan: 200
- 4.3. SlideHub reserves the right in its sole discretion to limit access for specific users in Customer organization before the limits outlined in clause 4.2

5. General price conditions

- 5.1. The standard start-up fee (the "**Start-up Fee**") is 0 USD and assume that the client is not granted access to any additional add-on services.
- 5.2. All prices are exclusive of VAT and any applicable fees, e.g. transaction fees associated with bank transfers.
- 5.3. SlideHub reserves the right to adjust prices due to external price increases, changes in compensation levels, exchange rate changes, changes to statutory regulations, and internal conditions within SlideHub.

6. Asset Platform Prices – Monthly plan (default)

- 6.1. Unless agreed with SlideHub in a separate proposal or in writing, Customer are to pay the price outline in this section.
- 6.2. Customer pays a monthly minimum base price ("**Base Price**") for access to the Asset Platform. The monthly Base Price depends on the subscription plan ("Starter" or "Growth") selected by Customer:
 - 6.2.1. Base Price on the Starter Plan: 200 USD ex VAT
 - 6.2.2. Base Price on the Growth Plan: 450 USD ex VAT
- 6.3. Each plan includes a number of monthly active users ("**Monthly Active User**"). A Monthly Active User is a User who has used, opened, or logged into the Asset Platform, or ordered any form of paid add-on service from SlideHub during the month.
- 6.4. Users added during the month are included in the number of Monthly Active Users at full if they have been active at least once. Users discontinued during a calendar month are not included in the number of Monthly Active Users.
- 6.5. The number of Monthly Active Users is counted at the end of each 31-day billing cycle.
- 6.6. The selected subscription plan ("Starter" or "Growth") includes the following number of Monthly Active Users as part of the Base Price:
 - 6.6.1. The Starter Plan includes 10 Monthly Active Users
 - 6.6.2. The Growth Plan includes 30 Monthly Active Users
- 6.7. If the number of Monthly Active Users at the end of the invoice cycle is higher than the minimum (as per clause 6.3), the Customer pays an additional amount for each additional Monthly Active User. The additional price per each additional Monthly Active User depends on the subscription plan ("Starter" or "Growth") selected by Customer:
 - 6.7.1. Starter Plan: 20 USD per additional Monthly Active User
 - 6.7.2. Growth Plan: 15 USD per additional Monthly Active User
- 6.8. Monthly plan automatically renew each month unless cancelled via the Asset Platform or via written confirmation to SlideHub.

7. Asset Platform Prices – Annual plan

- 7.1. If Customer has agreed to an annual plan as per a separate proposal the terms of this section applies.
- 7.2. Customer pays an annual base price ("**Annual Base Price**") for access to the Asset Platform and potential quarterly activity adjustment payments depending on the actual number of Active Users ("**Quarterly Payments**").
- 7.3. The Annual Base Price depends on the agreed number of avg. monthly active users ("**Agreed Avg. Active Monthly Users**") and the agreed price per monthly active users ("**Agreed Price Per Active Monthly User**"). The Annual Base Price is calculated as Agreed Avg. Active Monthly Users times Agreed Price Per Active Monthly User times 12. Example: 50 avg. users * 15 USD per monthly avg. user * 12 = 9000 USD per year

- 7.4. The Quarterly Payments is a mechanism to capture inaccurate forecasts of the Agreed Avg. Active Monthly Users. At the end of each quarter, the Quarterly Payment is only to be paid if the actual avg. number of active users (see clause 6.3 for definition of Active Monthly User) ("**Actual Avg. Month Users**") in the quarter exceeds Agreed Avg. Active Monthly Users by more than 10%. The Quarterly Payment is calculated as the Actual Avg. Month Users minus Agreed Avg. Active Monthly Users times Agreed Price Per Active Monthly User times 3. Example 15 USD per user, 50 avg. agreed users, but an average of 60 users are active in the quarter results in a Quarterly Payment of $(60-50)*15*3 = 450$ USD.
- 7.5. Annual plans automatically renew 60 days prior to the contract end date unless otherwise agreed in writing. The contract end date is by default 12 months after the invoice for the Annual Base Price has been issued to Customer.

8. Invoice

- 8.1. Customer is invoiced upon agreeing to these Terms once a valid Credit Card has been added to the Customer account on the Asset Platform. The initial invoice includes only the Base Price as per the selected plan (see clause 6.1)
- 8.2. Customer is invoiced monthly (31 days) for access to the Asset Platform as per the prices described in section 6.
- 8.3. Customers on annual Growth Plan can decide to be invoiced annually as per separate agreement with the SlideHub sales or Customer Success team

9. Payment

- 9.1. Customer pays by credit card via the SlideHub Client Platform
- 9.2. SlideHub does not store payment card details, but only a credit card token that allows for charging the card via Stripe, the card brand, the last 4 digits and the expiration month. SlideHub relies on the external payment card processing provider, Stripe Inc (www.stripe.com) for managing the storing and processing of the transaction.
- 9.3. Customer's payment card is automatically charged within the first 1-3 business days of the invoice being issued.
- 9.4. In the event of payment delay of more than 15 days, SlideHub charges interest at a rate of two per cent (2%) per month.
- 9.5. SlideHub is entitled to condition delivery on advance cash payment or security in the event SlideHub has reason to believe that the Customer is or will be unable to meet its payment obligations.
- 9.6. Customers on the Growth Plan can decide to pay via bank transfer instead of Credit Card

10. Communication

- 10.1. SlideHub may send direct email, text messages, or conduct phone calls within the Customer's business hours, to Customer or any user within Customer organization. However see clause 10.2.

- 10.2. SlideHub limits direct communication to the following: i) the sharing of a monthly newsletter, ii) sharing relevant onboarding material aimed at educating Customer about the services and products provided by SlideHub, iii) information about technical issues to be solved, iv) information about payment invoices, v) changes to these Terms, vi) updates or changes to the service or product or website, vii) requesting Feedback, viii) following up on a potential interest indicated by Customer.

11. Confidentiality

- 11.1. SlideHub keeps confidential any and all information and/or Customer Asset received from Customer.
- 11.2. Upon accepting these terms, Customer accepts that members of SlideHub's staff have access to the information provided as part of the registration process as further outlined in the SlideHub DPA.
- 11.3. As default, members of SlideHub's staff have access to Customer Assets in order to support Customer with the initial onboarding process. However, Customer can decide to limit the access to Customer Assets to be strictly limited to users within the Customer organization.
- 11.4. Customer accepts that SlideHub can publicly share via the SlideHub website, social media or other channels that Customer is a paying customer.
- 11.5. All members of SlideHub's staff are required to sign a non-customer specific NDA in order to be allowed access to any Customer information. Additionally, all new members of SlideHub's full time staff (as of January 2022) is vetted via a 3rd party background check before given access to any customer information.

12. Intellectual property

- 12.1. Nothing in these Terms transfers ownership of any intellectual property rights in the Asset Platform or SlideHub Slides from SlideHub or its suppliers to Customer, except as expressly provided for in clause 12.3.
- 12.2. Customer do NOT transfer the right of Customer Asset to SlideHub when such assets are uploaded to the Customer Asset Library.
- 12.3. SlideHub grants Customer the following license ("**Slide IP License**") under SlideHub's intellectual property in and to SlideHub Slides (see section 2.1):
- 12.3.1. A royalty-free, non-exclusive, worldwide, revocable, non-assignable, license (without the right to sublicense) during the Term to download and modify unlimited copies of SlideHub Slides from the Generic Slide Library exclusively for the purpose of the Customer's use of such slides as templates to be substantially modified and incorporated into specific work products created by Customer for its internal purposes or external customers. Customer is not entitled to resell, distribute or otherwise make invoiced dispositions of SlideHub Slides. This expressly prohibits Customer from general distribution with or without compensation through its own or a third-party business.
- 12.3.2. An unlimited, royalty-free, non-exclusive, worldwide, perpetual, irrevocable, assignable license (with a right to sublicense) to use, modify and distribute SlideHub Slides which Customer during the Term has transferred to the Customer Specific Library and substantially modified, e.g. colours, content, in accordance with the above use permitted in clause 12.3.1.

- 12.4. The Slide IP License granted in clause 12.3.1 and clause 12.3.2 in no way limits SlideHub's right to use, modify and license SlideHub Slides.

13. Termination

- 13.1. In case of material breach by either party, the other party is entitled to terminate the Terms with immediate effect.
- 13.2. Either party is entitled to terminate the Terms at any time to the end of a calendar month. Termination by Customer does not entitle Customer to any form of repayment. For the sake of clarity, termination does not entitle Customer any form of repayment from annual contracts that have been renewed as per clause 7.5
- 13.3. In the event of termination for whatever reason, SlideHub deletes Customer Slides and user registrations no later than 30 days after the effective date of such termination.

14. Liability

- 14.1. SlideHub is not liable for operating loss, loss of time, loss of profit or other indirect losses suffered by Customer or a third party. In any event, SlideHub's aggregate liability under these Terms is limited to fees received in the calendar year liability incurred.
- 14.2. The Asset Platform is maintained and developed based on SlideHub's roadmap and provided "as is". SlideHub expressly disclaims any warranty for the Asset Platform. The Asset Platform is provided without any explicit or implied warranty of any kind. SlideHub does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Asset Platform. SlideHub makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, or other such computer program. SlideHub expressly disclaims any warranty or representation to any third party.
- 14.3. Customer warrants in relation to SlideHub that any digital assets, material etc. supplied by Customer in connection with any of the services by SlideHub, including upload of Customer Assets to the Asset Platform or sent by email to SlideHub, do not infringe any third-party intellectual property rights. Customer indemnifies SlideHub for any claims for infringement of third-party intellectual property rights made against SlideHub.

15. Force majeure

- 15.1. SlideHub is not liable for non-performance or downtime of the Asset Platform due to Force Majeure. For the purpose of these Terms, "**Force Majeure**" are circumstances beyond SlideHub's reasonable control, including, but not limited to, war, riots, civil unrest, government intervention, fire, strike, lockout, export and/or import bans; failed, non-compliant or delayed by suppliers; shortage of labour or power, and infrastructure problems, such as loss of telecommunications. The circumstances mentioned above apply to situations attributable to SlideHub's suppliers in Denmark and abroad.

16. Governing law and venue

- 16.1. Any dispute arising out of this contract shall be settled by the City Court of Copenhagen (Københavns Byret) in accordance with Danish law, irrespective of any conflict-of-laws rules which might refer the dispute to the laws of another jurisdiction.