

January 4, 2024

Asset Platform Terms and Conditions – Annual plan

SlideHub ApS
Flæsketorvet 68, 1
Copenhagen V 1711
Denmark
VAT: DK37549223

(“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 add-ins for PowerPoint, Word, Excel, and Outlook Add-in ("**SlideHub Add-ins**"). The Asset Platform is proprietary software developed by SlideHub. The SlideHub Add-ins are available for download in the Microsoft Office AppSource and via any modern Internet Browser. 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 on a non-refundable annual contract.
- 1.3. The Terms solely govern the Asset Platform solutions provided by SlideHub and 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.
- 1.4. Each individual who is granted access to the Asset Platform via their personal login credentials or via a single-sign-on solution ("SSO") further accepts the SlideHub End-User License Agreement ("**EULA**") as available on <https://slidehub.io/eula>
- 1.5. The SlideHub Data Processing Agreement ("**DPA**") governs how SlideHub processes personal data as per the General Data Protection Regulation (GDPR) and is available at <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 4,400 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 11.3.
- 2.1.4. Downloads of Slides from the Generic Slide Library count 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 can contain different digital asset categories including: PowerPoint slides, images, icons, Word documents, Excel sheets, text snippets, and 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 11.3 and the EULA.
- 2.2.4. Each 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 third-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.
 - 2.3.2.4. A feature for searching organization logos provided via a 3rd party API provider 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 Add-ins.
- 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 count towards the weekly maximum user-specific maximum of non-company specific asset downloads (see section 4)

3. Support and Customer Success

- 3.1. 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 the 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. 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 relates to the Asset Platform.
- 3.4. Within the capacity of the SlideHub Customer Success, a dedicated Customer Manager will be assigned to Customer as the main point of contact. SlideHub can at any time, and without prior notice to Customer, replace the dedicated Customer Success manager assigned to Customer.
- 3.5. Unless otherwise agreed in writing, Support, and Customer Success support provided by SlideHub (as outlined in clauses 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. The weekly maximum per user is 100 downloads.
- 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](#).
- 4.4. Upon request, SlideHub can in its sole discretion temporarily increase the weekly download limits to ensure Customer do not experience unintended limitations.

5. General price conditions

- 5.1. All prices are exclusive of VAT and any applicable fees, e.g. transaction fees associated with bank transfers.
- 5.2. 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 Price – Annual

- 6.1. Unless agreed with SlideHub in a separate proposal or in writing, Customer are to pay the price outlined in this section.
- 6.2. The plan includes a number of user seats ("**Included User Seats**"). Unless otherwise agreed in writing, the Included User Seats are 20.
- 6.3. A user seat ("**User Seat**") shall be defined as a unique and individualized license granting access to a single designated user for the use of the Asset Platform or the SlideHub add-on services. Each User Seat is non-transferable and is intended for use by the specified individual only. The rights associated with a User Seat include the ability to log in, access, and utilize the features and functionalities provided by the Asset Platform in accordance with these Terms.
- 6.4. Customer pays a discounted seat price quoted as USD per User Seat per month ("**Monthly Seat Price**"). The Monthly Seat Price is discounted based on the number of Included User Seats. Unless otherwise agreed the Monthly Seat Price is 12.5 USD per User Seat per month.
- 6.5. Customer pays an annual minimum base price for access to the Asset Platform ("**Base Price**"). The Base Price is calculated as 12 months times the Included User Seats times the Monthly Seat Price. Example: 12 months x 20 User Seats X 12.5 USD per month per user = 3000 USD per year.
- 6.6. During the annual contract period, if the number of User Seats at the end of a calendar month exceeds the Included User Seats, a separate invoice is issued to compensate for the number of additional User Seats in use. Example 1: Customer has 25 User Seats in use at the end of the month, 20 Included User Seats, and thus is issued an invoice for $(25 - 20) * 12.5 = 62.5$ USD. Example 2: Customer has 15 User Seats at the end of the month and thus no additional invoice is issued for that month.
- 6.7. Upon written request, Customer can decide to increase the Included User Seat within the contract period. In this case, an additional invoice is issued in which the additional seats are pro-rated based on the remaining months in the contract period. Example: After 3 months of agreeing to Terms, Customer requests an additional 5 Included User Seats with a Monthly Seat Price of 12.5 USD per month and is thus invoiced: $5 \text{ Seats} * 9 \text{ months} * 12.5 = 562.5$ USD.
- 6.8. Unless canceled by Customer in writing, the annual plan automatically renews 60 days before the end of the contract period.

7. Invoice

- 7.1. Customer is invoiced upon agreeing to these Terms. Unless otherwise agreed, the initial invoice includes only the Base Price as per the selected plan (see clause 6.1)
- 7.2. Customer is invoiced the Base Price annually (every 12 months) for access to the Asset Platform as per the prices described in section 6.
- 7.3. Additional invoices may be invoiced monthly as per clause 6.6.
- 7.4. While the price is set in USD, the Customer can decide to be invoiced in the following currencies instead: EUR, GBP, DKK, SEK, NOK, AUD. If a non-USD currency is selected, the invoiced amount will be calculated using the daily exchange rate as provided by the ECB (<https://www.ecb.europa.eu/stats/eurofxref/eurofxref-daily.xml>)

8. Payment

- 8.1. As long as the invoice amount does not exceed 1000 USD, Customer can decide to pay via bank transfer or via Credit Card. If the amount exceeds 1000 USD the payment must be conducted via bank transfer.
- 8.2. 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.
- 8.3. If Customer provides a valid Credit Card via the Asset Platform, Customer's credit card is automatically charged within the first 1-3 business days of the invoice being issued.
- 8.4. In the event of a payment delay of more than 15 days, SlideHub charges interest at a rate of two percent (2%) per month.
- 8.5. 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. Communication

- 9.1. 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 9.2.
- 9.2. SlideHub limits direct communication to the following: i) the sharing of a monthly newsletter/product update, 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.

10. Confidentiality

- 10.1. SlideHub keeps confidential any and all information and/or Customer Asset received from Customer.
- 10.2. 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.
- 10.3. By 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.
- 10.4. Customer accepts that SlideHub can publicly share via the SlideHub website, social media, or other channels that Customer is a paying customer.
- 10.5. All members of the SlideHub staff are required to sign a non-customer-specific NDA to be allowed access to any Customer information. Additionally, all new members of SlideHub's full-time staff (as of January 2022) are vetted via a 3rd party background check before being given access to any customer information.

11. Intellectual property

- 11.1. 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 11.3.
- 11.2. Customer do NOT transfer the right of Customer Asset to SlideHub when such assets are uploaded to the Customer Asset Library.
- 11.3. SlideHub grants Customer the following license ("**Slide IP License**") under SlideHub's intellectual property in and to SlideHub Slides (see section 2.1):
 - 11.3.1. 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.
 - 11.3.2. 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. colors, content, in accordance with the above use permitted in clause 11.3.1.
- 11.4. The Slide IP License granted in clause 11.3.1 and clause 11.3.2 in no way limits SlideHub's right to use, modify and license SlideHub Slides.

12. Termination

- 12.1. In case of material breach by either party, the other party is entitled to terminate the Terms with immediate effect.
- 12.2. 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 to any form of repayment from annual contracts.
- 12.3. 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.

13. Liability

- 13.1. 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.

- 13.2. 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.
- 13.3. 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.

14. Force majeure

- 14.1. 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.

15. Governing law and venue

- 15.1. 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.