

FieldTechie subscription terms

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1. The parties and the agreement

1.1 **Supplier:** FieldTechie ApS, CVR 46686721, Mispelvej 1, 9500 Hobro, Denmark ("FieldTechie").

Customer: the business that creates a subscription (the "Customer").

1.2 **The agreement consists of** the following documents. In case of conflict they take precedence in this order:

1. a separate written agreement between the parties, if one has been made;
2. the data processing agreement with Appendices A–D, as regards the processing of personal data;
3. these subscription terms;
4. the price list in force at fieldtechie.com.

1.3 A separate agreement may depart from these terms, for example with a price guarantee. It applies only if it is in writing.

1.4 The agreement is made when the Customer accepts these terms and the data processing agreement when creating its account. FieldTechie records the time, the versions accepted and who accepted. The Customer may have a copy at any time.

2. Businesses only

2.1 FieldTechie is sold **to businesses only**. Consumer protection legislation does not apply.

2.2 The person creating the account confirms that they act on behalf of the Customer and are authorised to bind it.

2.3 The Customer provides a valid CVR number, VAT number or equivalent business identifier no later than when the trial converts to a paid subscription.

3. Definitions

- **The Service:** FieldTechie's software as made available from time to time as an online service, including the web and mobile apps.
- **User:** a named person with their own login to the Service.
- **User type:** the category a User is created in (for example office, technician, apprentice, subcontractor). The user types and what each may access are described in the price list.
- **Active User:** a User who has not been deactivated.
- **Customer Data:** all data that the Customer or its Users enter into the Service or bring in through integrations.
- **Billing period:** the period an invoice covers: 1 month when paying after each month, or 3, 6 or 12 months when paying in advance (section 7.5).
- **Working day:** Monday to Friday, except Danish public holidays, 24 and 31 December and Constitution Day (5 June).

4. Trial

4.1 The Customer may try the Service **free of charge for 30 days** without providing a payment card. Up to 25 Users may be created during the trial.

4.2 The trial does **not convert automatically** into a paid subscription. The Customer chooses to continue by entering payment details in the Service.

4.3 If the Customer does not continue:

- the account becomes **read-only**: data can be viewed and lists exported until the account is deleted;
- the account and all Customer Data are deleted **30 days after a 14-day read-only period**, that is no earlier than 44 days after the trial ends;
- FieldTechie gives warning by two emails before deletion.

4.4 During the trial the Service is provided as it is.

5. Users and right of use

5.1 The Customer receives a non-exclusive, non-transferable right to use the Service in its own business for the term of the subscription.

5.2 **Each User is a named person.** A login may not be shared by several people. The Customer may

freely create, deactivate and replace Users.

5.3 The Customer must have at least one Active User of the office type.

5.4 **How use is counted:** for each calendar month the Customer pays for **the highest number of Active Users of each user type who were active at the same time** during the month. A deactivated User is not counted from the moment of deactivation. **A User who changes user type during the month is counted for the whole month under the most expensive of the user types they have had.**

5.5 The Customer is responsible for its Users' use of the Service and for keeping login details secure.

6. Prices

6.1 Prices are set out in the price list and are **exclusive of VAT**. VAT is charged under the applicable rules.

6.2 **Onboarding fee:** depending on the number of Active Users when the trial converts to a paid subscription, a one-off fee under the price list may apply. It is invoiced at conversion and is not refundable.

6.3 **Annual price adjustment.** Prices are adjusted once a year on 1 January by the increase in Statistics Denmark's net price index from October to October, with a minimum of 3 %. The adjustment is notified in writing at least 30 days before it takes effect. As the subscription has no binding period, the Customer may terminate with effect from the end of the current billing period if it does not accept the adjustment.

6.4 **Other price changes** are notified in writing at least **60 days** before they take effect. The Customer may terminate the subscription with effect from that date. Price changes never apply retroactively.

6.5 Work beyond the subscription is carried out only by agreement and charged at the hourly rate in the price list.

7. Payment

7.1 **After each month.** The subscription is invoiced **monthly, after the month it covers**: on the 1st of the month for the previous month, unless the Customer has chosen payment in advance under section 7.5.

7.2 **Payment terms: 10 days** from the invoice date.

7.3 Payment methods:

- **Payment card:** the amount is charged on the invoice date – either after each month or in advance under section 7.5.
- **Invoice:** paid by bank transfer – either after each month or in advance under section 7.5.

7.4 The first, partial month after the trial is charged pro rata by days.

7.5 **Payment in advance.** Instead of paying after each month, the Customer may choose to pay **in advance for 3, 6 or 12 months** – by payment card or invoice. The price per month is the same. A prepaid period starts on the 1st of a month and is invoiced at its start, based on the number of active Users of each type on the invoice date. Users added during a prepaid period are charged pro rata for the rest of the period in whole months, invoiced on the 1st of the following month. Prepaid amounts are not refunded on termination or when Users are removed.

7.6 **Late payment.** For payment after the due date FieldTechie may charge:

- **interest** under the Danish Interest Act (renteloven): the reference rate plus 8 percentage points;
- a **reminder fee** of DKK 100 per reminder, at most three reminders at least 10 days apart;
- the fixed compensation for recovery costs that the Interest Act grants against businesses.

8. Non-payment and suspension

8.1 If an invoice has not been paid **14 days after the due date**, FieldTechie may **suspend** the Customer's access. Suspension requires at least **10 days'** prior written notice.

8.2 **During suspension** the Service is read-only: Users can view data and export lists but cannot create or change anything. Customer Data is not deleted.

8.3 Access is restored without a fee once the overdue amount has been paid.

8.4 If payment has still not been made **30 days after suspension**, FieldTechie may **terminate** the subscription. Section 14 on export and deletion applies.

8.5 The subscription fee continues during suspension until the subscription ends.

9. Term and termination

9.1 **There is no binding period.** The subscription runs until it is terminated.

9.2 **The Customer** may terminate at any time in the Service or by email. Termination takes effect at **the end of the current billing period**: the end of the month when paying after each month, the end of the prepaid period when paying in advance (section 7.5).

9.3 **FieldTechie** may terminate the subscription on **3 months'** written notice to the end of a month.

9.4 **Material breach.** Either party may terminate the agreement if the other party is in material breach and has not remedied it within 14 days of written notice. Non-payment is handled under section 8.

10. Operation and maintenance

10.1 **No guaranteed availability.** FieldTechie works for stable operation of the Service but does not guarantee that it is always available. Downtime gives no right to compensation, price reduction or termination unless it amounts to material breach.

10.2 **Planned maintenance** is announced at least **3 working days** in advance. Where possible it is scheduled outside 07:00–17:00 on working days. Urgent maintenance to fix security flaws may take place without notice.

10.3 **Development of the Service.** FieldTechie develops the Service continuously and may change features. If a material feature the Customer uses is removed, this is announced at least 30 days in advance, and the Customer may terminate with effect from the change.

11. Support

11.1 Support is provided by email and through the Service on working days, 08:00–15:00 Danish time. Telephone support is by call-back by arrangement. Response times are published at fieldtechie.com.

11.2 Support covers help with using the Service and faults in the Service. Training, data import and customisation beyond what the price list includes are charged under section 6.5.

12. Customer Data

12.1 **Customer Data belongs to the Customer.** FieldTechie uses Customer Data only to provide the Service on the Customer's instructions and under the data processing agreement.

12.2 FieldTechie may use **anonymised, aggregated statistics about use** of the Service, such as which features are used and how much, for operation and development. The statistics contain neither Customer Data nor personal data.

12.3 **FieldTechie does not train artificial intelligence on Customer Data.**

12.4 The Customer may at any time export lists of its data from the Service (for example customers, work orders and time registrations) as CSV or Excel files. When the subscription ends, FieldTechie also provides a complete copy of all Customer Data on request, see section 14.

13. Personal data

13.1 **FieldTechie is processor** for the personal data contained in Customer Data. **The Customer is controller.** The data processing agreement — the Danish Data Protection Agency's standard contractual clauses with Appendices A–D — forms part of the agreement.

13.2 FieldTechie is itself controller for information about the Customer and its contact persons used to administer the customer relationship, for example for invoicing and support. This is described in FieldTechie's privacy policy.

13.3 **The Customer is responsible for its use of the Service being lawful.** This includes:

- having a valid legal basis for the processing;
- informing employees about GPS positions, time registration and other control measures, including under collective agreements and agreements on control measures;
- carrying out impact assessments where required;
- ensuring that Users do not record CPR numbers, diagnoses or other sensitive data in free-text fields, custom fields, chat or photos, see Appendix C.

14. End of subscription, export and deletion

14.1 **When the subscription ends** for any reason, the account is **read-only for 30 days**. Users can sign in, see all Customer Data and export lists. If the Customer asks within those 30 days, FieldTechie provides a **complete copy of all Customer Data, including files**, in a commonly used, machine-readable format, no later than **10 working days** after the request and always before the deletion under 14.2.

14.2 Customer Data, Users' logins and files are then **deleted** within a further **30 days**, so no later than **60 days** after the end. The details about Users that must be kept under 14.4 are anonymised. Data disappears from backups no later than **14 days** after deletion.

14.3 FieldTechie confirms deletion in writing if the Customer asks.

14.4 FieldTechie's own accounting records about the customer relationship (invoices, payments) and the evidence of the Customer's acceptance of the agreement are kept under section 13.2 and the privacy policy. They are not deleted with Customer Data.

14.5 Termination does not release the Customer from paying amounts relating to the period before the end.

15. Customer obligations and acceptable use

The Customer and its Users may not:

- use the Service unlawfully or for content that infringes the rights of others;
- try to circumvent the Service's security or gain access to other customers' data;
- carry out load testing, vulnerability scanning or penetration testing without FieldTechie's written consent;
- decompile, copy or imitate the Service;
- resell or rent the Service to third parties;
- share logins or otherwise circumvent the counting of Users.

FieldTechie may temporarily block a User or an integration where necessary to avert a security risk or harm to the Service. The Customer is informed immediately.

16. Integrations and third-party services

16.1 The Customer may connect the Service to its own systems, such as accounting and payroll systems.

The Customer's agreement with the supplier of such a system is the Customer's own. FieldTechie sends and fetches only what the connection is configured for.

16.2 FieldTechie is not responsible for third-party systems, including faults, changes or shutdowns on their suppliers' side.

16.3 FieldTechie may change or discontinue an integration if the supplier changes or closes its interface or its terms. Notice is given as early as possible.

16.4 The Service uses a few third-party services, such as maps and address search from Google. They are listed in Appendix B and in FieldTechie's list of sub-processors.

17. Intellectual property

17.1 All rights in the Service, including software, design and documentation, belong to FieldTechie or its licensors. The Customer receives only the right of use in section 5.

17.2 FieldTechie may freely use the Customer's suggestions and feedback to develop the Service.

18. Confidentiality

The parties treat information about each other's business affairs as confidential, also after the agreement ends. The obligation does not cover information that is publicly available or must be disclosed by law or a decision of an authority.

19. Liability and limitation of liability

19.1 The parties are liable under the general rules of Danish law, subject to the limitations in this section.

19.2 **Neither party is liable for indirect loss**, including operating loss, lost profit, lost turnover, loss of goodwill, third-party claims and loss of data beyond restoration from FieldTechie's latest backup.

19.3 **FieldTechie's total liability can never exceed the smaller of these two amounts:**

- **DKK 15,000**; or
- **50 % of the licence fees** excluding VAT that the Customer has paid for the Service in the **12 months** before the event causing the loss.

The smaller of the two amounts always applies. Licence fees are the payment for Users under the price list; onboarding fees and payment for other work (sections 6.2 and 6.5) are not included. Example: if the Customer has paid DKK 20,000 in licence fees, the cap is DKK 10,000; if it has paid DKK 60,000, the cap is DKK 15,000.

19.4 The limitation also applies to claims between the parties under the data processing agreement.

19.5 FieldTechie has no liability for the Service during the trial, to the extent the law permits.

19.6 The limitations do not apply in case of gross negligence or wilful misconduct.

20. Force majeure

Neither party is liable for circumstances beyond its control that it could not reasonably have foreseen when the agreement was made. Examples are war, terrorism, natural disasters, strikes and lockouts, widespread failure of public infrastructure, power supply or the internet, cyber attacks despite reasonable security measures, and similar circumstances at subcontractors. If the circumstance lasts more than 30 days, either party may terminate the agreement without notice.

21. Subcontractors and assignment

21.1 FieldTechie may use subcontractors to provide the Service. Sub-processors are governed by Appendix B to the data processing agreement. FieldTechie is responsible for its subcontractors as for itself.

21.2 FieldTechie may assign the agreement to a group company or to a buyer of all or a substantial part of FieldTechie's business. The Customer is notified.

21.3 The Customer may assign the agreement only with FieldTechie's written consent.

22. Changes to the terms

22.1 FieldTechie may change these terms on at least **30 days'** notice by email to the Customer's owner.

22.2 The Customer may terminate the subscription with effect from the date the change takes effect if it does not accept the change.

22.3 Changes required by legislation or a decision of an authority may take effect on shorter notice.

22.4 Changes to the data processing agreement follow Appendix D.3. Price changes follow section 6.

23. Notices

Notices to the Customer are sent to the email address registered for the Customer's owner or billing contact. The Customer keeps these details up to date. Notices to FieldTechie are sent to the address given at fieldtechie.com.

24. Governing law and venue

24.1 The agreement is governed by **Danish law**, excluding Danish choice-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

24.2 The parties first try to settle a disagreement by negotiation.

24.3 If they cannot agree, the dispute is decided by **the courts of FieldTechie's registered office, Retten i Aalborg** (the District Court of Aalborg), in the first instance.

25. Language

These terms exist in Danish and English. **The Danish version prevails** in case of discrepancy.