

April 14 2021

Standard Terms and Conditions

Toldbodgade 95A, 1
Copenhagen K 1253
Denmark
CVR: 37549223

(“NoMore”)

and

the physical or legal individual who orders or uses NoMore’s services and/or software solution.

(“Customer”)

1. Introduction

- 1.1. NoMore operates a customer facing website <https://app.nomorehours.com> (**“Client Platform”**) and a PowerPoint Add-in (**“NM PP Add-In”**). The NM PP Add-In is a proprietary software developed by NoMore which is available for download in the Microsoft Office AppSource. The Client Platform and NM PP Add-in in combination is referred to as the **“Software”**. The Software provides to the solutions outlined in section 2,3,4.
- 1.2. These terms and conditions (**“Terms”**) govern the Service and Software solutions provided by NoMore to Customer.
- 1.3. Each individual who is granted access to the Software via their personal login credentials further accept the NoMore End-User License Agreement (**“EULA”**) as available on <https://nomorehours.com/eula>
- 1.4. The NoMore Data Processing Agreement governs how NoMore processes personal data as per the General Data Protection Regulation (GDPR) and is available on <https://nomorehours.com/gdpr>

2. Access to PowerPoint slide libraries

- 2.1. Generic Slide Library
 - 2.1.1. NoMore hosts and maintains a cloud-based software library dedicated to reusable PowerPoint Slides (**“Generic Slide Library”**). NoMore provides Customer access to the Generic Slide Library in accordance with the Terms. Users access the content of the Generic Slide Library through the Software.
 - 2.1.2. The Generic Slide Library contains more than 1,000 NoMore Slides. NoMore endeavours to maintain and improve existing NoMore Slides in the Generic Slide Library and add new slides on an ongoing basis.
 - 2.1.3. Customer is entitled to download and modify NoMore Slides from the Generic Slide Library in strict accordance with the Slide IP License in clause 15.2.
 - 2.1.4. Each user in Customer organization can download up to 100 slides per day from Generic Slide Library
- 2.2. Customer Specific Library

- 2.2.1. NoMore hosts and maintains a cloud-based software library dedicated to Customer Slides ("**Customer Specific Library**"). NoMore provides Customer access to the Customer Specific Library in accordance with the Terms. Users access the content of the Generic Slide Library through the Software.
- 2.2.2. Customer is entitled to upload and store PowerPoint slides in the Customer Specific Library ("**Customer Slides**") and slides from the Generic Slide Library ("**NoMore Slides**") in strict accordance with the Slide IP License granted in clause 15.2 and the EULA.
- 2.2.3. Each active user in Customer organization can download an unlimited number Customer Slides per day

3. Access to Consulting Toolkit

- 3.1.1. Via the NM PPT Add-in NoMore provide access to a set of productivity enhancing tools referred to as "**Consulting Toolkit**". NoMore provide Customer access to the Consulting Toolkit in accordance with these terms. The Consulting Toolkit is directly accessible via the NM PPT Add-in and can be customized via the Client Platform.
- 3.1.2. The Consulting Toolkit contains multiple Tools developed by NoMore. The Customer has access to all tools within the Consulting Toolkit and will by default gain access to new tools without extra fees as these are released.
- 3.2. Customer can modify the experience and availability for certain tools for users within the Customer organization via the Client Platform.
- 3.3. NoMore can add, modify, and remove tools within the Consulting Toolkit without approval with Customer
 - 3.3.1. In order to protect long term sustainability, for some Tools, NoMore can limit the daily, weekly or monthly access to each tool for Customer or any member of Customer organization without pre-approval by the Customer or any consequence to these Terms and the EULA
 - 3.3.2. Each active user in Customer organization can download up to 100 items across the tools in the Toolkit per day.

4. Access to NoMore Services

- 4.1. In order to ensure a good experience for both Customer and NoMore, access to NoMore Hourly Services requires manual approval by a member of NoMore. Thus, until approved Customer cannot access any of the services described in clause 4.2, 4.3 and 4.4.
 - 4.1.1. In order to access the services described in clause 4.3 and 4.4 the Customer must have been approved and have purchased minimum 10 Credit Hours (see section 10)
- 4.2. Account Setup Assistance
 - 4.2.1. NoMore supports Customer with initial setup of the Customer Specific Library, including to:
 - Define and structure relevant slide labels (categories, sub-categories, bullets, tags)
 - Implement the structure as agreed with Customer
 - Teach Customer how to manage labels

- Teach Customer how to populate and edit slides
- 4.2.2. NoMore supports Customer with populating the Customer Specific Library with PowerPoint slides (NoMore Slides and Customer Slides), including to:
- Categorize and label up to 500 slides provided by the Customer
 - Ensure that up to 500 slides are visually consistent before the slides are added to the Customer Specific Library
- 4.2.3. NoMore provides up to five onboarding sessions with Customer at a length of up to 1 hour per session. The agenda for onboarding sessions will be tailored to align with these Terms and the services agreed with NoMore. The onboarding sessions are performed by either a member of NoMore's customer success team or project manager team. The scope of the onboarding sessions is limited to topics related to how to use the services and does not cover other training topics.
- 4.2.4. NoMore develops a set of PowerPoint guidelines for Customer. The scope of the guidelines is limited to provide detailed instructions ensuring a consistent design experience when using the Design Service or the Slide Maintenance. To support the guidelines a small number (less than ten) slides are developed for illustration purposes.
- 4.2.5. NoMore creates one new (or improves an existing) PowerPoint template for Customer upon request. The template includes up to five common slide layouts and ten examples slides.
- 4.3. Slide Maintenance
- 4.3.1. NoMore provides services related to maintenance of the Customer Slides and NoMore Slides stored in the Customer Specific Library in accordance with the Slide IP License (clause 15.2), e.g. alignment and update of format, colour and fonts ("**Slide Maintenance**").
- 4.3.2. Unless otherwise agreed, Customer requests from time to time (ad hoc) when NoMore should be involved in Slide Maintenance.
- 4.4. Design Service
- 4.4.1. NoMore provides services related to visual improvements of Customer Slides ("**Design Service**") or development of new slides in accordance with specific instructions from Customer. Customer can enable Design Service for all or selected users within Customer's organisation.
- 4.4.2. Slides developed as part of the Design Service are treated as Customer Slides and placed in the Customer Specific Library and/or emailed to Customer.

5. Orders and order Confirmations

- 5.1. Customer orders Design Service and/or Slide Maintenance (collectively "**Hourly Services**") from NoMore through the Software or e-mail (request@nomorehours.com or similar email operated by NoMore that includes the word "request", e.g. requests@no-more.dk) (an "**Order**" or "**Request**"). The Order is an offer to purchase an Hourly Service from NoMore via the pre-paid Credit Hours. NoMore accepts the Order by sending an order confirmation (hereafter "**Order Confirmation**"). If requested by the Customer, each Order Confirmation specifies NoMore's estimated price and/or the estimated time of delivery.
- 5.2. Unless otherwise agreed in writing in advance, any drafts, drawings and similar material created by NoMore and used in connection with the preparation of an Order Confirmation shall be regarded at all times the property of NoMore.
- 5.3. The validity of all quoted prices shall be based on the material received prior to the Order Confirmation.

6. Cancellations and adjustments

- 6.1. Customer is entitled to cancel confirmed Orders via the Software. If an Order is cancelled by Customer before delivery, NoMore is entitled to charge a fee reflecting all work conducted up until the time of cancellation. The fee cannot exceed the price stated in the Order Confirmation or if no price is stated in the Order Confirmation the price that can be derived from the number of hours presented in the Software.
- 6.2. Customer is entitled to request changes to an Order only in writing to NoMore at request@nomorehours.com. In case NoMore accepts such changes, NoMore reserves the right to adjust the price and delivery time accordingly.
- 6.3. NoMore is entitled to charge Customer for any adjustments requested by Customer and completed by NoMore after delivery of the project if such adjustments differ from what was ordered from Customer originally.

7. Quality assurance and complaints

- 7.1. NoMore performs with care and accuracy, and in accordance with the delivery date and time stipulated in the Order Confirmation respectively the Order.
- 7.2. In the event Customer believes the delivered service(s) are not in conformity with these Terms, Customer must submit a written complaint to NoMore within five business days from receipt of the service. Customer cannot raise issues related to the services after this period.
- 7.3. If a complaint is valid, NoMore shall, at Customer's discretion, either remedy such non-conformity free of charge or credit the Customer.
- 7.4. NoMore is not liable for any errors or omissions resulting from the incorrect treatment, transportation, filing or storage or other neglect outside of NoMore's reasonable control.

8. Format and delivery

- 8.1. Delivery shall be made electronically via e-mail designated by Customer or via the Software. The format shall be the format specified in the Order Confirmation or as later amended in writing by mutual agreement between the parties.
- 8.2. Unless otherwise agreed in writing, services received in PowerPoint format will be returned in PowerPoint (.pptx)

9. Prices

- 9.1. Customer pays a monthly fee of 14 USD per Monthly Active User. A “**Monthly Active User**” is a User who has used, logged into or ordered a service during the month. Users added during the month are charged in full. Users discontinued during a calendar month are not charged at the end of the month. Monthly Active User fees are invoiced at the end of each month. If a Monthly Active User ceases to work for the Customer, the Customer can delete the user’s account and will not be invoiced for the given user as of the following calendar month.
- 9.2. Customer pays for **a minimum of 3 Monthly Active Users** regardless of the actual number of Monthly Active User in a given month.
- 9.3. Customer pays an hourly rate is 35 USD per hour for Hourly Services. Hourly Services (see clause 5.1) are pre-paid in the form of “**Credit Hours**” (see section 10), in which one Credit Hour equals one hour of work. The hourly rate is a mixed rate that covers the time conducted by both NoMore’s project managers and design work conducted via NoMore’s design platform.
- 9.4. The standard start-up fee (the “**Start-up Fee**”) is 0 USD and assume that the client is not granted access to the Hourly Services (see clause 4.3 and 4.4) and do not require any form of onboarding, library management or other Account Setup Assistance (see 4.2 and 4.3.)
- 9.5. All prices are exclusive of VAT and any applicable fees, e.g. transaction fees associated with bank transfers.
- 9.6. NoMore reserves the right to adjust prices due to external price increases, changes in compensation levels, exchange rate changes, and changes to statutory regulations.

10. Credit Hours

- 10.1. Customer purchases Credit Hours at its discretion. The Customer must purchase a minimum of 10 Credit Hours in any given purchase.
- 10.2. The number of Credit Hours available to Customer is automatically deducted whenever Customer initiates a Request for NoMore’s Hourly Services. The deduction takes place when a Request has been scoped by NoMore’s project managers.
- 10.3. If Customer submits a Request to spend Hourly Services which exceeds the number of available Credit Hours, NoMore has the right to reject the Request or suggest a solution covered by the remaining number of Credit Hours.
- 10.4. Customer can subscribe to NoMore’s automatic Credit Hours top-up feature, in which Customer automatically purchases additional Credit Hours when the number of available Credit Hours is below a predetermined threshold (previously agreed between by both parties or selected by Customer via the Client Platform).

11. Invoice

- 11.1. Customer is invoiced upon agreeing to these Terms. The initial invoice includes the User Fees equivalent to one month of access with the minimum number of active users.
- 11.2. Customer is subsequently invoiced upon purchase of Credit Hours.
- 11.3. Customer is invoiced monthly for Active Monthly Users.
- 11.4. In calendar months in which Customer has used Credit Hours, NoMore issues an invoice with a total amount of 0 USD which summarizes the use of Credit Hours during the calendar month.

12. Payment

- 12.1. Customer pays by credit card via the NoMore Client Platform
- 12.2. NoMore 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. NoMore relies on the external payment card processing provider, Stripe Inc (www.stripe.com) for managing the storing and processing of the transaction.
- 12.3. Customer's payment card is automatically charged within the first 2-3 days business days of the invoice being issued.
- 12.4. In the event of payment delay of more than 15 days, NoMore charges interest at a rate of two per cent (2%) per month. NoMore is entitled to condition delivery on advance cash payment or security in the event NoMore has reason to believe that the Customer is or will be unable to meet its payment obligations.

13. Communication

- 13.1. NoMore may send direct email, text messages, or conduct phone calls within the Customer's business hours, see however clause 13.2.
- 13.2. NoMore 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 NoMore, iii) information about delivery of services, 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.

14. Confidentiality

- 14.1. NoMore keeps confidential any and all information and/or material received from Customer. Upon accepting these terms, Customer accepts that NoMore is entitled to share such material with external suppliers, provided that they undertake a similar confidentiality obligation. Such external suppliers include suppliers contracted to produce Customer's requests, as part of NoMore project management platform. Such suppliers are allowed to receive project specific information without further approval from Customer if they undertake a similar confidentiality obligation. Please see the DPA for further details.

15. Intellectual property

- 15.1. Nothing in these Terms transfers ownership of any intellectual property rights in the Software or NoMore Slides from NoMore or its suppliers to Customer, except as expressly provided for in clause 15.2.
- 15.2. NoMore grants Customer the following license ("**Slide IP License**") under NoMore's intellectual property in and to NoMore Slides:

- 15.2.1. 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 NoMore 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 NoMore Slides. This expressly prohibits Customer from general distribution with or without compensation through its own or a third-party business.
- 15.2.2. An unlimited, royalty-free, non-exclusive, worldwide, perpetual, irrevocable, assignable license (with a right to sublicense) to use, modify and distribute NoMore 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 15.2.1.
- 15.3. The Slide IP License granted in clause 15.2.1 and clause 15.2.2 in no way limits NoMore's right to use, modify and license NoMore Slides.
- 15.4. Customer grants NoMore a limited, irrevocable, worldwide, non-exclusive, sub-licensable, non-assignable, royalty-free right to use (including to reproduce, electronically distribute, transmit, have transmitted, perform, display, store, archive, and make derivative works based thereon) Customer Slides to create NoMore Slides for use in the NoMore business operation, provided always that such use results in no reference to Customer, individuals or other sensitive information, including but not limited to logos, name, fonts, meta-data, or colors that in any way identifies Customer.

16. Termination

- 16.1. In case of material breach by either party, the other party is entitled to terminate the Terms with immediate effect.
- 16.2. Either party is entitled to terminate the Terms at any time to the end of a calendar month. Termination by Customer does not entitle the Customer to any form of repayment of Credit Hours, Start-up Fee or Active Monthly User fees.
- 16.3. In the event of termination for whatever reason, NoMore deletes Customer Slides and user registrations no later than 30 days after the effective date of such termination.

17. Liability

- 17.1. The liability of NoMore is limited to refund or redelivery of non-conforming services. NoMore 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, NoMore's aggregate liability under these Terms is limited to fees received in the calendar year liability incurred.
- 17.2. The Software is maintained and developed based on NoMore's roadmap and provided "as is". NoMore expressly disclaims any warranty for the Software. The Software is provided without any explicit or implied warranty of any kind. NoMore does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software. NoMore makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, or other such computer program. NoMore expressly disclaims any warranty or representation to any third party.

17.3. Customer warrants in relation to NoMore that all documents and materials etc. supplied by Customer for use in connection with any of the services by NoMore, including upload of Customer Slides through the Software or by email to NoMore, do not infringe any third-party intellectual property rights. Customer indemnifies NoMore for any claims for infringement of third-party intellectual property rights made against NoMore.

18. Force majeure

18.1. NoMore is not liable for non-performance due to Force Majeure. For the purpose of these Terms, "**Force Majeure**" are circumstances beyond NoMore'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 NoMore's suppliers in Denmark and abroad. In the event that complete or punctual delivery is hindered temporarily by one or more of the circumstances mentioned above, the time of delivery shall be extended for a period corresponding to the duration of the hindrance, and delivery at the time thus postponed shall be deemed to be punctual. If the delivery hindrance can be anticipated, NoMore shall, however, be entitled to cancel any issued request for service.

19. Governing law and venue

19.1. 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.