

Milva Standard SaaS Agreement

1. Scope of the Agreement

This agreement (the "agreement") governs our customers' implementation and use of Milva Service (the "service") with the tier selected by the customer from time to time.

The elements included in the implementation are described in Schedule A. Further details on the functionalities and features within the tier included in the service can be found on <https://milva.io>.

This agreement has three schedules:

Schedule A - Prices

Schedule B - Milva General Terms and Conditions

Schedule C - Data Processing Agreement (upon request)

In case of conflicting terms, the order of precedence shall be:

1. This document (excluding schedules)
2. Schedule B
3. Schedule A
4. Schedule C (upon request)

However, for terms related to data protection, Schedule C shall always prevail.

This Agreement including the schedules listed above and their respective appendices (collectively "the Agreement") and any other documents referred to in any of these schedules forms the entire agreement and supersedes any and all prior contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained herein.

2. Term and termination

The Agreement shall commence on the date of the Customer receiving access to our Services and remains in force until terminated by either Party in accordance with the provisions on termination found in section 17 of Schedule B.

3. Fees

The fees to be paid by the Customer depends on the service plan and price tier selected by the Customer from time to time, as well as certain variables that are payable on a consumption basis. The Customer may change its selection of service plan and tier from time to time. However, downgrading to a cheaper tier will not trigger any refund of any fees already paid.

Charges for the service plan is based on the tier with the highest price that has been activated by the Customer during a given calendar month or invoice periode (monthly, quarterly or yearly).

Add-ons are charged if they have been activated at any time during a calendar month or invoice periode.

Schedule A outlines the service plans, tiers, analysis, add-ons and other fees available at the time of this Agreement being entered into, as well as the variables affecting the yearly license fee.

If the commencement date is not on the 1st of the month, the license fee for the first month shall be calculated pro rata. The license fee consists of a basic subscription fee and a usage project fee, which might exceed the included amount in the basic subscription fee.

Usage fees such as samples and analysis are invoiced at every order unless otherwise agreed. Additional fees might apply according to

Schedule A, which can either be per order or follow the subscription interval.

4. Changes to the agreement

Milva may modify any part or all of the Agreement by posting a revised version at <https://milva.io/termservice>. The revised version will become effective and binding the next business day after it is posted. We will provide you notice of this revision by email. In case of modification of licence fees, we will notify you with a minimum of 30 days, according to Schedule B.

5. Contact information

Each Party is obligated to provide to the other Party the name and contact details for at least one contact person and is obligated to inform the other Party of any changes of this information without undue delay and in accordance with the relevant provisions of Schedule B.

At the time of entering into contract, the designated contact persons are:

For Milva ApS (Company reg. nr. DK34720932)

Name: Martin Mikkelsen

Position: Head of Commercial

Business address: Den hvide facet 1, 1 7100 Vejle, Denmark

Email: martin@milva.dk

Phone number: +45 51 91 49 99

For customer [company name]

Name:

Position:

Business address:

Email:

Phone number: