Enalyzer's General Terms and Conditions

This appendix forms an integral part of the Agreement and the definitions stated in the Agreement shall also apply to this Appendix.

1. **Application**

1. These General Terms and Conditions apply to all software services and consulting services offered and delivered by Enalyzer (collectively referred to as the "Services", which includes the Software Services and the Consultancy Services).

2. The software services and/or the consulting services that Enalyzer is to deliver to the Customer are described in separate service orders that form part of the Agreement between the Parties (the "Service Orders").

3. In addition to the General Terms and Conditions, the terms stated in the Services Orders entered into between the Parties apply.

4. In the event of any conflict, the terms in the Service Orders take precedence over the General Terms and Conditions.

2. **Amendments**

1. Amendments to the General Terms and Conditions are only valid with the explicit written consent of Enalyzer, with reference to the applicable provisions in the terms. Enalyzer explicitly denies the applicability of any other general terms.

2. If and in so far as any provision in the Agreement or in the General Terms and Conditions shall be deemed or judged invalid under the given circumstances, a provision will be applicable between the Parties that, taking all circumstances into account, is acceptable and approaches the scope of the provision deemed non-applicable under the circumstances as closely as possible.

3. **The Software Services**

1. Enalyzer provides various online data processing services including among others a survey and reporting tool. Enalyzer's data processing services consist of software developed by Enalyzer with access to an online platform and a number of servers operated by or on behalf of Enalyzer in the EU (the "Software Services").

2. In addition to the Software Services the Agreement between the Parties may include support services and/or education services, either offered for free or against payment (e.g. as part of a separate Consultancy Service Order).

3. The Software Services are standard services and Enalyzer does not guarantee that the Software Services meets the Customer's particular requirements, nor that use of the Software Services will lead to specific results for the Customer.

4. Enalyzer supports the most common browsers, in their most recent versions. Enalyzer's online platform is continuously updated to support new browsers and new versions of existing browsers, as they become common in the market.

5. The Customer undertakes to give complete and accurate information, when creating a User access to the Software Service. The Customer shall without undue delay inform Enalyzer of any changes in this information.

6. A user license is private and allows personal access to Enalyzer, it may therefore only be used by one person in the organization. An individual username and password per User are allotted.

7. The Customer shall ensure the secure and confidential storage of Username and password for the Software Service. Should the Customer become aware that the Username or password is abused, or should any other unauthorized use of the Software Service take place, the Customer shall inform Enalyzer hereof immediately. If Enalyzer has probable cause to suspect any abuse of the Software Service or missing subscriptions, Enalyzer shall inform the Customer and take the necessary measures, including denial of access to the Software Service.

4. **The Consultancy Services**

1. The Consultancy Services are described in the Service Order(s) made between the Parties.

2. Except for specific deliverables or requirements that have been agreed explicitly, Enalyzer does not guarantee that the Consultancy Service meets the Customer's particular requirements, nor that use of the Consultancy Services will lead to specific results for the Customer.

5. **Prices and payment**

1. The price information is stated in the Service Order(s) made between the Parties. Where prices for services has not been specified in the Service Order(s) the applicable prices may be found in Enalyzer's Consulting Service Pricelist (for Consultancy Services) or on Enalyzer's website (for Software Services) in the indicated currency. Invoicing will include VAT of 25% and other applicable taxes.

2. Enalyzer can adjust the prices on the Software Service to take effect from a new service subscription period, with a written notice to the Customer of minimum 120 days prior to the commencement of a new service subscription period.

6. **Enalyzer's obligations**

1. The Customer's use of the Software Service will imply that Enalyzer will be processing data, including personal data, belonging to the Customer. Consequently, Enalyzer and the Customer hereby enter into the Enalyzer Data Processing Agreement with Enalyzer as the Data Processor and the Customer as the Data Controller. In the event of any conflict between these General Terms and Conditions and the Enalyzer Data Processing Agreement in relation to the processing of personal data, the terms of the Enalyzer Data Processing Agreement shall prevail.

2. Enalyzer uses a third party cloud-platform for hosting of the Software Services and shall store the Customer's data in a secure manner as further described in the Enalyzer Data Processing Agreement. Enalyzer shall not disclose the Customer's data without the written consent of the Customer.

3. Enalyzer shall provide a secure technical platform, which shall be constantly monitored and maintained by a reputable hosting supplier, cf. Enalyzer's Security Policy and Privacy Policy.

4. In case of system failure Enalyzer shall, as quickly as possible, initiate a restart of the Software Services. Enalyzer cannot be held liable for any loss, directly or indirectly attributable to a system failure, unless this failure is due to willful misconduct or gross negligence on the part of Enalyzer.

5. Enalyzer acknowledges that data is collected on behalf of the Customer and that the rights to this data belong to the Customer. However, Enalyzer has the right to analyze the Customer's use of the Software Services in order to improve the Software Services and develop new services as described in the Privacy Policy regarding use of the Customer Data. For the avoidance of doubt, Enalyzer only be entitled to independently access and analyse the data regarding the Customer's users (that use the Software Service) this purpose. Enalyzer shall not be entitled to independently access and analyse survey data or other data belonging to the Customer in general.

6. Enalyzer endeavors to ensure that the Software Services is run as securely and stably as possible in accordance with good IT practice. Enalyzer has designed the Software Services in accordance with good, professional practice and has implemented appropriate security measures for the operation of Enalyzer's online platform and the Software Services to ensure ongoing confidentiality, integrity, availability and resilience. Enalyzer will use all reasonable means to ensure that the Software Services is at all times operational and accessible to the Customer or respondents, and that specific transactions may at all times, or at any given time, be initiated and/or carried out on the Software Services. Enalyzer's security measures and compliance with the General Data Protection Regulation (GDPR) is described in more detail in Enalyzer's Security Policy. Notwithstanding the foregoing, the Software Services are delivered "as is" and to the extent permitted by law Enalyzer disclaims all guarantees, whether explicit or implied or by law, including but not limited to fitness for a particular purpose, and does not guarantee faultless functionality, including that the Software Services cannot be exposed to hacker attacks, or other unauthorized access to the Software Services, i.e. in the form of forced entry into the IT systems on which the Software Services are based.

7. Enalyzer is entitled to shut off access to the Software Services completely, or in part, due to security or operational reasons. If reasonably possible Enalyzer shall prior here to give the Customer an adequate notice.

8. When providing Consultancy Services to the Customer Enalyzer shall use its best efforts to timely deliver the Consultancy Services to be performed with professional skills and according to best industry standards at all times and shall comply with all applicable laws and regulations. Subject to specific requirements set out in the Service Order Enalyzer is free to design and plan the execution of the Consultancy Services, including working hours and place of work.

7. **The obligations of the Customer**

1. The Customer undertakes to use the Software Services in accordance with the instructions provided by Enalyzer at any time. The Customer shall not attempt to break into the underlying database or any other system resources. Equally, the Software Services must not be used in any way, which can be said to be detrimental to Enalyzer or any third party, and consequently the Customer must not use the Software Servicess for purposes such as spamming.

2. The Customer guarantees Enalyzer that the Customer's use of the Software Services is lawful in respect of all applicable legislation in any country where the Software Services are used, including in compliance with any Marketing Practices Act and any Data Protection Act including the General Data Protection Regulation (GDPR). The Customer is solely liable to respondents and third parties for any claims resulting from the Customer's use of the Software Services.

3. The Software Services are not meant for and must not be used by minors. "Minors" are persons under the age of 13 years (or under such higher age that apply under applicable law in the relevant country to consider a person of legal age).

4. The Customer is obligated to receive the Consultancy Services at the agreed time and place, and shall reimburse Enalyzer for any costs associated with the Customer's delay or failure to receive the Consultancy Services as agreed or otherwise required.

8. **Marketing and service information**

1. Enalyzer may contact the Customer and its Users directly by e-mail for marketing purposes only if they have consented to it. If the Customer or its Users have provided Enalyzer with their e-mail in connection with purchase of the Software Services Enalyzer may also use these e-mails to market similar services. The Customer and its Users can always withdraw a consent to direct marketing by e-mail and/or opt out from our marketing communication to you.

2. Enalyzer may also use the Customer's and its Users' e-mails to provide information about service and support information such as services updates, new features and other information regarding improvement of the Customer's use of the Service and its functionality and features.

3. Enalyzer is entitled to use the name (and the logo, if any, associated with the name) of the Customer, in its customer lists, any sales, marketing or promotional material or presentation, to identify the Customer as one of Enalyzer's customers for the products and services Enalyzer has delivered to the Customer, and provide for a marketing reference.

9. **Intellectual Property Rights**

1. The Customer holds all rights to own content and data, including personal data on the Customer's employees or customers and other respondents and any related analysis.

Enalyzer shall have no rights to use the Customer's content or data except for the limited rights that is acquired to provide the Software Services to the Customer or as otherwise described in the Agreement or Enalyzer's Privacy Policy that may be accessed on Enalyzer's website.

2. Enalyzer holds all rights in and to the Software Services and its individual components, including name, logo, other trademarks, programming, databases, catalogues, design, graphics and texts, unless such material originally belongs to the Customer. This also applies to all other material given to the Customer.

3. The Customer shall not, without a written agreement with Enalyzer, use the Software Services or any other material to which Enalyzer holds the rights. However, the Customer acquires the right of use to graphic elements and text, resulting from analysis carried out on behalf of the Customer.

4. The Customer's License to the Software Services and any other material, to which the Customer acquires the right of use or copyright, is conditional upon the Customer's payment of the remuneration agreed upon.

5. Each party shall indemnify the other party for any loss occurred due to claims from a third party that information, design, specifications, software, data and other entities, delivered by the party in question infringes third party rights.

10. **Limitation of liability and damages**

1. The Parties are liable in damages in accordance with the general rules of Danish law.

2. However, neither party is liable for indirect loss, including loss of data. Thus, Enalyzer is i.e. not liable for any acts carried out on the basis of analysis prepared by way of the Software Services and the Consultancy Services. In respect of data processing subject to the Enalyzer Data Processing Agreement, the terms therein supplement (and in event of conflict prevail over) these general liability terms, and Customer may in such cases be entitled to additional coverage under Enalyzer's cyber insurance.

3. Enalyzer's liability in damages with respect to the Software Services, the Consultancy Services and any other services provided to the Customer is limited to the amount paid to Enalyzer by the Customer, under (i) the relevant Software Service Order for a period of 12 months prior to the accrual of the claim in respect to claims related to the Software Services, or (ii) the relevant Consultancy Service Order for a period of 12 months prior to the accrual of the claim in respect to claims related to the Consultancy Services provided pursuant to the relevant Consultancy Service Order. In the event of free subscription the amount is limited to the lowest applicable price of a paid subscription for a period of 12 months prior to the accrual of the claim.

11. **Force majeure**

1. The Parties are in no event liable for the performance of their obligations under the Agreement, if the failure to perform is due to force majeure. Force majeure shall mean situations such as strike, lockout, rebellion, acts of war, disease epidemics, natural

disasters and fire, outside the parties control and which the parties, when entering into the Agreement, neither could foresee, nor ought to have avoided or overcome.

12. Confidentiality

1. Each Party undertakes to keep know-how, business secrets, personal and customer information or other confidential information, confidential.

2. The duty of confidentiality does not apply to information, which was available to the public at the time of disclosure, or if the other party can prove that the party receiving such information was already familiar with the information when receiving it, or if the information in question was otherwise lawfully available to the recipient at this point in time.

3. Each Party undertakes, in respect of the other party, to impose a similar duty of confidentiality on employees and sub-suppliers.

13. Termination

1. The Parties may terminate individual the Agreement or individual Service Orders as set out in the respective Service Order. Enalyzer may terminate the Agreement or individual Service Order(s) for convenience with a written notice of six months until the end of a month.

2. No refund of prepayments shall take place in case of termination of the Agreement by the Customer, and Customer is obligated to make full payment for all Consultancy Services ordered prior to the termination.

3. Either party can terminate the Agreement with immediate effect in case of the material breach on the part of the other party, which if capable of remedy has not been remedied within the expiry of a written notice of thirty (30) days from the party in breach. Material breach e.g. occurs if: a) the Customer uses the Software Services contrary to their purpose, b) the Customer unlawfully copies trademarks, software or other items belonging to Enalyzer, c) the Customer does not pay the Consultancy Fees and/or the Software Fees at the agreed time, d) the Customer' failure to comply with its obligations provided by clause 8 of these General Terms and Conditions, e) the entire Software Service is unavailable for a continuous period of at least 48 hours due to errors (i.e. excluding unavailability due to scheduled downtime for maintenance or force majeure, cf. clause 11 of these General Terms and Conditions).

4. In case of termination due to the Customer's material breach any prepaid amounts are not refunded.

5. The Customer must notify Enalyzer in writing of any defects or non-conformities in the Services no later than one week after becoming aware of the defect or non-conformity in question. In any event Enalyzer cannot be held liable for any defects or non-conformities in the Services, which the Customer has not notified to Enalyzer within six (6) months after the defect or non-conformity in question first occurred.

14. **Assignment**

1. Each Party is entitled to assign its rights and obligations under the Agreement to any bona fide third parties. Notwithstanding the foregoing, the Customer remains liable for payment for services provided by Enalyzer to Customer regardless of any such transfer.

15. **Governing law**

1. Any disputes related to this Agreement, or agreements to which these terms of Agreement apply, shall be brought before the courts, with the City Court of Copenhagen as the court of first instance.

2. Danish substantive law shall apply without regard to its principles of conflicts of law.