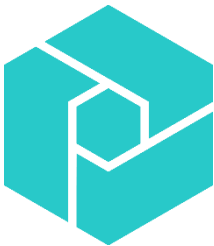


2026

Netcompany License Terms

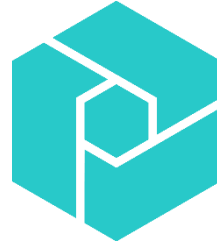


- ❖ Easley
- ❖ Amplio
- ❖ Ami
- ❖ Profits®
- ❖ Perseus
- ❖ Pulse
- ❖ Vera



 EASLEY®

Netcompany



Order Form
EASLEY®

Netcompany

Table of contents

1 NETCOMPANY AND THE CUSTOMER4

2 EASLEY4

3 USE OF EASLEY4

4 MODELS4

5 CONSULTANCY SERVICES4

6 SPECIAL CONDITIONS5

7 CONTACT PERSONS5

8 SIGNATURES.....5

Appendices

Appendix 1 Service Terms

Appendix 2 Data Processing Agreement

Schedule A Information about the Processing

Schedule B Authorised Sub-Processors

Schedule C Instructions pertaining to the Use of Personal Data

Schedule D The Parties’ Terms of Agreement on Other Subjects

Schedule E Overview of Technical and Organisational Security Measures Implemented

Appendix 3 Usage of Artificial Intelligence (schedules attached separately)

Schedule A Request for Information

Schedule B High-risk AI System Evaluation

Appendix 4 Fees & Pricing

Appendix 5 Consultancy Order – Template

Schedule A Specification of Services

Schedule B Time Schedule

Schedule C Pricing

Schedules

- Schedule A
- Schedule B

NETCOMPANY AND THE CUSTOMER

Netcompany	Customer
Netcompany A/S	[●]
Strandgade 3	[●]
DK-1401 Copenhagen	DK-[●]
Denmark	Denmark
Company no.: 14 81 48 33	Company no.: [●]
Contact person: [●]	Contact person: [●]
Email: [●]	Email: [●]
Telephone number: [●]	Telephone number: [●]
hereinafter referred to as "Netcompany"	hereinafter referred to as the "Customer"

EASLEY

- 1.1
- EASLEY is an artificial intelligence (AI) system which uses general-purpose AI model(s) (the Model(s)) and which has the capability to serve a variety of purposes, both for direct use as well as for integration in other AI systems and is developed by Netcompany.
- 1.2
- EASLEY enhances the Model(s) by e.g. integrating external tools or software components with a general-purpose AI Model (the Model(s)) to improve task performance, such as reasoning frameworks, memory, or tool access.
- 1.3
- EASLEY is your all-in-one business advisor, customer service assistant, proposal writer, documentation manager, and software developer. EASLEY operates as a centralised system that provides complete oversight and governance of all AI assistants within your organisation. Through its orchestration capabilities, EASLEY ensures consistent policy enforcement, usage tracking, and compliance monitoring across all AI interactions.

USE OF EASLEY

- 1.4
- By executing this Agreement, Netcompany will provide the Customer access to EASLEY and the Services.
- 1.5
- The Customers' use of EASLEY and the Services performed or provided by Netcompany to or on behalf of the Customer is subject to the terms and conditions as set out in Appendix 1 - Service Terms and Appendix 2 - Data Processing Agreement.
- 1.6
- In addition, the use of EASLEY and the Services is subject to the at all times applicable terms and conditions, including any usage policies or similar, for the used Models that the Customer have subscribed to as set out in Clause 0 and Appendix 3 - Usage of Artificial Intelligence.
- 1.7
- The Customer's use of EASLEY is subsequently subject to proper payment in accordance with the Appendix 4 - Fees & Pricing.
- 1.8
- Lastly, the Customer's use of EASLEY is subject to, where applicable, the special conditions set out in Clause 0.

MODELS

- 1.9
- The Customer has subscribed to the following Model(s) and related Services:

Model	Provider	Subscribed	Commencement Date	Minimum Purchase Obligations
GPT	OpenAI	☐	[Insert Date]	[●] tokens per contract year.
Claude	Anthropic	☐	[Insert Date]	[●] tokens per contract year.
DeepSeek AI	DeepSeek	☐	[Insert Date]	[●] tokens per contract year.
LLaMA	Meta	☐	[Insert Date]	[●] tokens per contract year.
Grok	xAI	☐	[Insert Date]	[●] tokens per contract year.
Gemini	Google	☐	[Insert Date]	[●] tokens per contract year.

OPERATIONS AND HOSTING

Netcompany

1.10 The Customer has subscribed for EASLEY to be hosted in the following way:

Hosting	Subscribed	Commencement Date
On-premises using Customer-owned or Customer-designated infrastructure	☐	[Insert Date]
On-premises using Netcompany's controlled servers in Denmark	☐	[Insert Date]
Via a third-party cloud service provider ¹	☐	[Insert Date]

CONSULTANCY SERVICES

1.11 The Customer may request Netcompany to perform Consultancy Services by filling in the Appendix 5 - Consultancy Order – Template or by requesting it elsehow in writing or orally.

SPECIAL CONDITIONS

#1	[Insert special conditions if applicable]
----	---

CONTACT PERSONS

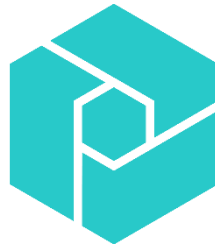
Netcompany	
Contact person:	[•]
Email:	[•]
Telephone number:	[•]
Customer	
Contact person:	[•]
Email:	[•]
Telephone number:	[•]

SIGNATURES

1.14 IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed the Agreement as of the date written below.

Netcompany	Customer
Date: [•]	Date: [•]
Name: [•]	Name: [•]
Title: [•]	Title: [•]

¹ The Customer acknowledges and accepts responsibility for any third country transfers of personal data that may result from Customer's instruction to host via third-party cloud service providers, including but not limited to compliance with GDPR Article 44-49 requirements. The specific arrangements will be documented in Appendix 2 - Data Processing Agreement, in which Netcompany's obligations shall be limited to implementing the Customer's documented instructions.



Appendix 1 Service Terms

EASLEY®

Netcompany

Table of contents

1	DEFINITIONS	9
2	SCOPE OF THE SERVICE TERMS.....	10
3	SCOPE OF ACCESS AND USAGE RIGHTS	10
4	RESTRICTIONS	11
5	END USERS ACCESS TO AND USE OF EASLEY	11
6	OPERATION, SUPPORT, AND MAINTENANCE.....	11
7	CONSULTANCY SERVICES	12
8	SUBCONTRACTORS, SUB-PROCESSORS, AND MODEL PROVIDERS	13
9	INTELLECTUAL PROPERTY RIGHTS	13
10	CUSTOMER DATA	13
11	OBLIGATIONS	14
12	WARRANTIES	14
13	INDEMNIFICATION	15
14	LIMITATION OF LIABILITY	15
15	TERM AND TERMINATION	15
16	TERMINATION FOR CAUSE.....	16
17	CONSEQUENCES OF TERMINATION	16
18	FEES AND PAYMENT	16
19	AUDIT RIGHTS	16
20	FORCE MAJEURE	17
21	AMENDMENTS	17

22 CONFIDENTIALITY17

23 PRESS RELEASE17

24 TRANSFER AND ASSIGNMENT.....17

25 GOVERNING LAW AND ARBITRATION.....18

26 MISCELLANEOUS18

DEFINITIONS

Unless otherwise defined or the context otherwise requires, capitalised terms used in the Agreement shall have the following meaning:

- 1.15 **"Affiliate"** means any person or entity directly or indirectly controlled by or under common control with a Party as of or after the Commencement Date, for so long as that relationship is in effect (including affiliates subsequently established by acquisition, merger or otherwise).
- 1.16 **"Agreement"** means these Service Terms and any Order Form with a reference to these Service Terms, and any other supplements, work order, exhibits or appendices thereto related to EASLEY and the Services, whether attached or incorporated by reference.
- 1.17 **"AI"** means Artificial Intelligence and refers to computer systems capable of performing complex tasks that historically only a human could do, such as reasoning, making decisions, or solving problems.
- 1.18 **"AI Act"** means the EU regulation 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828 (Artificial Intelligence Act) (Text with EEA relevance)
- 1.19 **"Appendix"** means a supplementary document to and forming part of the Agreement and includes any schedules attached to an appendix.
- 1.20 **"Annex"** means a document containing background information related to the Agreement but not forming part of the Agreement.
- 1.21 **"Clause"** means any a clause in the Agreement.
- 1.22 **"Commencement Date"** means the date from when Netcompany shall make EASLEY available to the Customer as set out in the Order Form.
- 1.23 **"Consultancy Order"** means an order, statement of work, or similar between the Customer and Netcompany regarding Netcompany's delivery of Consultancy Services.
- 1.24 **"Consultancy Services"** means the consultancy services to be performed by Netcompany to or on behalf of the Customer in relation to EASLEY. Consultancy Services include all onboarding activities, analysis, testing, workshops, advisory services, additional development, implementation, migration, additional support, and maintenance etc.
- 1.25 **"Confidential Information"** has the meaning ascribed in Clause 1.129.
- 1.26 **"Customer"** means the entity or individual as set out in the Order Form.
- 1.27 **"Customer Data"** means all data, content, materials, video, graphics, recordings, or text, including Personal Data, that are provided to Netcompany by or on behalf of the Customer or its Authorised Users through their use of EASLEY.
- 1.28 **"Data Processing Addendum"** means Appendix 3 and set out the terms and instructions from the Customer, as data controller, to Netcompany, as the data processor.
- 1.29 **"Deliverables"** means the specific deliverables (in whatever form), results and other work products which Netcompany will deliver to or on behalf of the Customer in connection with the Consultancy Services.
- 1.30 **"Disclosing Party"** has the meaning ascribed in Clause 1.129.
- 1.31 **"Downstream Provider"** has the meaning ascribed in Article 3 (68) of the AI Act namely a provider of an AI system, including a general-purpose AI system, which integrates an AI model, regardless of whether the AI model is provided by themselves and vertically integrated or provided by another entity based on contractual relations.
- 1.32 **"End User"** means any users, employee, consultant, or other third party working for and in the interest of the Customer (or its Affiliates, if applicable, see Clause 1.55) using EASLEY.
- 1.33 **"EASLEY"** means the Netcompany developed AI system which uses general-purpose AI model(s) (the Model(s)) and which has the capability to serve a variety of purposes, both for direct use as well as for integration in other AI systems and any related feature and/or the Services Netcompany have provided or will provide to the Customer. Any reference to "EASLEY" shall, where applicable, include a reference to all Consultancy Services and the Services.
- 1.34 **"GDPR"** means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.35 **"Initial Term"** has the meaning set out in the Clause **Error! Reference source not found..**

Netcompany

- 1.36 **"Intellectual Property Rights"** means all intellectual property rights of any kind (whether or not they can be subject to registration and whether or not they are registered or are subject to an application for registration), including, but not limited to, copyrights, patent rights, rights to inventions, rights in designs, trade or business names, domain names as well as rights in proprietary information, technology and knowhow and all other rights or forms of protection of a similar nature.
- 1.37 **"(AI) Literacy"** means the definition of the term given in article 3(56) of the AI Act, according to which: 'AI literacy' means skills, knowledge and understanding that allow providers, deployers and affected persons, taking into account their respective rights and obligations in the context of this Regulation, to make an informed deployment of AI systems, as well as to gain awareness about the opportunities and risks of AI and possible harm it can cause.
- 1.38 **"Minimum Purchase Obligations"** means the minimum purchase obligations that the Customer will have to pay for during a Term as set out in the Order Form.
- 1.39 **"Model"** means the relevant large language model (LLM) used by the Customer in EASLEY and as subscribed for the Order Form.
- 1.40 **"Model Provider"** or **"System Provider"** has the meaning ascribed in the AI Act, Article 3(3), namely a natural or legal person, public authority, agency or other body that develops a general-purpose AI model and places it on the market or puts the AI system into service under its own name or trademark, respectively.
- 1.41 **"Netcompany"** means the Netcompany entity as set out in the Order Form.
- 1.42 **"Order Form"** means the order form entered into between the Customer and Netcompany regarding the Customer's access to EASLEY.
- 1.43 **"Parties"** means Netcompany and the Customer collectively.
- 1.44 **"Party"** means either the Customer or Netcompany.
- 1.45 **"Personal Data"** means any information to an identified or identifiable person in accordance with art. 4(1) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- 1.46 **"Recipient"** has the meaning ascribed in Clause 1.129.
- 1.47 **"Services"** refers to EASLEY, ancillary online or offline products and services, and any Consultancy Services that may be provided.
- 1.48 **"Service Terms"** means these terms and conditions applicable to the Customer's purchase and use of EASLEY.
- 1.49 **"Service Provider"** means a third-party service provider e.g. a Model Provider.
- 1.50 **"System Deployer"** has the meaning ascribed in the AI Act, Article 3(4), namely a natural or legal person, public authority, agency or other body using an AI system under its authority.
- 1.51 **"Term"** means the period from 1 January to the 31 December of an applicable year.
- 1.52 **"Toolkit"** means Netcompany's web application ITSM Service Desk Tool which is fully controlled and hosted by Netcompany in Denmark.

SCOPE OF THE SERVICE TERMS

- 1.53 These general terms and conditions (the Service Terms) cover the use of EASLEY, and the Services performed or provided by Netcompany to or on behalf of the Customer. In addition to the Service Terms, the terms set out in the other appendices as set out in the Order Form applies for the use of EASLEY.

SCOPE OF ACCESS AND USAGE RIGHTS

- 1.54 With effect from the Commencement Date Netcompany grants to the Customer a time-limited, non-transferable, non-exclusive, revocable right to access and use EASLEY. For the purpose of this Clause 1.54, "use" shall mean the right to use EASLEY for the Customer's own internal business purposes as intended, contemplated by and/or set out in the applicable documentation and as permitted by and subject to the terms of the Agreement. Any use of EASLEY outside the permitted use or scope is prohibited, unless expressly authorised in writing by Netcompany.
- 1.55 To the extent that one or more Affiliates of the Customer are specified in the Order Form, the right to use and access EASLEY shall also extend to such Affiliates and their End Users and be part of the Customer's own access and use. The Customer shall in all respects be responsible for the acts and omissions of its Affiliates and of all End Users.
- 1.56 Netcompany provides the necessary application-programming interfaces and administration interfaces for the Customer to use its access and usage rights to EASLEY.

Netcompany

- 1.57 Netcompany is entitled to require that the Customer and/or its End Users accept and acknowledge Netcompany's and, where applicable, the Model Provider(s) (end) user and usage license terms as applicable and updated from time to time.
- 1.58 In order to protect EASLEY against unauthorised use and copying, Netcompany may incorporate controls, which can provide Netcompany with information about the End Users being granted access to and their use of EASLEY.
- 1.59 Netcompany shall be entitled to further develop, enhance, change, or modify EASLEY, provided such development, change, enhancement, or modification does not materially decrease the functionality of such.
- 1.60 Netcompany may develop new modules, features, or products, which may be separately marketed and priced, and which are not part of this Agreement. The Customer is however entitled to purchase such new modules, features, or products by entering into an amendment to the Order Form with specific terms and prices for such new modules, features or products.
- 1.61 The Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with the use of EASLEY. Customer must promptly notify Netcompany customer support team about any possible misuse of the accounts or authentication credentials, or any security incident related to EASLEY.
- 1.62 The Customer is responsible for the completeness, correctness, and legality of its use of the EASLEY, including any information provided, collected, or used in connection with EASLEY. In addition, the Customer is solely responsible for the use of any output generated from EASLEY and agrees to indemnify and hold Netcompany harmless from any claims arising from the Customer's use of EASLEY.

RESTRICTIONS

- 1.63 The Customer and all End Users shall not: (i) use EASLEY in violation of any applicable law, standard, regulation, good practice, against Netcompany's values, against any persons rightful and explicit request, or what could be considered as unethical; (ii) copy, use, distribute, republish, download, display, transmit, sell, rent, lease, host, or sub-license EASLEY; (iii) use EASLEY in the operation of a service bureau, outsourcing or time-sharing service; (iv) use EASLEY to e.g., generate, store, or transmit any messages, content, data or information that is unlawful, abusive, malicious, harassing, tortious, defamatory, explicit, vulgar, obscene, libelous or invasive or any messages, content, data or information in violation of third-party rights, including privacy rights; (v) attempt to interfere with or disrupt the systems, software, network or equipment underlying or connected to EASLEY, (vi) modify, create derivative works of, adapt, translate, reverse engineer, decompile, or otherwise attempt to discover the source code or other technology forming part of EASLEY; (vii) circumvent or disclose the user authentication or security of EASLEY or any host, network, or account related thereto; (viii) remove any copyright notices, trademarks, trademark credits, confidentiality notice, mark, legend or other information included in EASLEY; or (ix) use any copyright notices, trademarks, trademark credits, confidentiality notice, mark, legend or other information in EASLEY that the Customer does not have an explicit right to use.
- 1.64 The Customer is aware that a satisfactory use of EASLEY or the Services may from time to time require certain minimum and compatibility requirements in respect of hardware, IT systems, or third-party licenses. It is the sole responsibility of the Customer and its End Users to meet such requirements, which may be updated from time to time (see also Clause 1.128), unless otherwise is agreed in the Agreement.
- 1.65 Netcompany reserves the right, by providing electronic notice to the Customer, to immediately suspend the Customer's access and use of EASLEY in the event that Netcompany reasonably believes that (i) Clause 1.63 is breached by the Customer and/or an End User, (ii) the access and use of EASLEY by the Customer and its End Users is materially impacting any other customer, natural or legal person, or Netcompany, (iii) the access and use of EASLEY by the Customer or its End Users violates the Agreement or applicable law, or (iv) the Customer or its End Users are the source of any security breach or suspected security breach, or compromise of data. To the extent possible, Netcompany will limit the suspension to the specific feature(s) and End User(s) and Netcompany shall document the reason for such suspension within reasonable time. Netcompany's suspension EASLEY in whole or in part shall not limit Netcompany's rights and remedies set out in the Agreement.

END USERS ACCESS TO AND USE OF EASLEY

- 1.66 The Customer is responsible for its End User's lawful use of EASLEY, including any input provided and out generated.
- 1.67 Netcompany is not responsible for the completeness, correctness, or usability of the data or input which is provided by the End User or generated to the End User.

OPERATION, SUPPORT, AND MAINTENANCE

1.68 GENERAL

- a) Netcompany will provide general support and maintenance services (Services) during the Term as set out below.

Netcompany

1.69 OPERATION AND MANAGEMENT

- a) Netcompany will operate and manage EASLEY, including the underlying technical infrastructure and software, in order to ensure its availability to the Customer and the End Users in accordance with the Agreement.
- b) EASLEY is hosted either (i) on-premises using Customer-owned or Customer-designated infrastructure, ii) on-premises using Netcompany's controlled servers in Denmark, or (iii) via qualified third-party cloud service providers, subject to the Customer's prior written approval of the selected provider and compliance with applicable data protection requirements.
- c) Netcompany will continuously monitor EASLEY for any technical, security, performance or other issues and take appropriate measures to address such issues, including diagnostics/troubleshooting, configuration management, and system repair management in accordance with the service level agreement.
- d) The operation of EASLEY also includes continuous updates of business continuity plans, contingency plans, and disaster recovery plans.

1.70 MAINTENANCE SERVICES

- a) EASLEY will regularly be improved, amended, and enhanced to meet the business demands of the customer base and in accordance with the roadmap of Netcompany.
- b) Netcompany will provide (i) regular scheduled maintenance tasks and activities, and (ii) limited unplanned/emergency maintenance tasks and activities.
- c) The maintenance services are free of charge.

1.71 SUPPORT SERVICES

- a) The Customer and its End Users will have access to Netcompany's support services.
- b) Support services can be accessed via Toolkit. The Toolkit is the central tool that Netcompany uses in collaboration with the Customer to handle tickets, support tasks, and release plans for EASLEY.
- c) Support can also be reached (i) via email to Netcompany's customer team at the email inserted below, or (ii) by phone to Netcompany's customer team inserted below.

Phone: 33 11 13 99

E-mail: servicedesk@netcompany.com

- d) Netcompany's support services will be available between 9 AM and 5 PM GMT, Monday through Friday, excluding United Kingdom national holidays, as part of the Agreement. The support covers 2nd level support to the Customer's End Users and their usage of the administration interfaces and work related to the application-programming interfaces. The Customer is responsible for all 1st Level support within the Customers organisation.
- e) On-site support will be available to the extent specifically agreed with Netcompany.
- f) The support service will be delivered in accordance with Netcompany's standards, unless otherwise agreed.

1.72 SECURITY

- a) The Services provided by Netcompany will be operated and managed in compliance with ISO27001:2013 and in compliance with GDPR to ensure the integrity, privacy, and safety of Customer Data. Services provided by Netcompany's third party providers may be provided subject to other compliance requirements.
- b) Netcompany will upon the Customer's request and free of charge provide the following audit reports:
 - (i) Netcompany ISAE3402 type II related to general IT controls
 - (ii) Netcompany ISAE3000 type II related to GDPR

CONSULTANCY SERVICES

1.73 GENERAL

- a) The Customer may request Netcompany to provide Consultancy Services in writing or orally (a Consultancy Order). A Consultancy Order shall be considered shall be effective when the order is accepted by Netcompany either by Netcompany's oral or written confirmation or by its actions e.g., by starting the provision of the Consultancy Services as requested.
- b) The Consultancy Services will be performed on a time and material basis with an hourly rate as set out in Appendix 5 and invoiced monthly in arrears, unless otherwise agreed in writing. Any changes to the scope of Consultancy Services to be provided by Netcompany shall be agreed in writing between the Parties.

Netcompany

- c) The manner and means by which Netcompany chooses to provide the Consultancy Services are at its sole discretion with due consideration, however, to the obligations set forth in the Consultancy Order.
- d) Netcompany will use all reasonable efforts to perform the Consultancy Services in accordance with the requirements and time schedule agreed between the Parties. However, the Customer accepts and acknowledges that delays may for instance occur, without limitations, as a result of the failure of the Customer and/or third parties for which the Customer is responsible, to perform their obligations in a timely manner or any other unforeseen circumstances.
- e) Unless otherwise agreed between the Parties in writing, delivery will take place when Netcompany has made the Deliverables available to the Customer. The Customer accepts and acknowledges that Netcompany may deliver the Consultancy Services and Deliverables successively as they are completed.

SUBCONTRACTORS, SUB-PROCESSORS, AND MODEL PROVIDERS

- 1.74 Netcompany shall be entitled to use Netcompany's Affiliates, Service Providers, and Model Providers to provide the Services. Service Providers and Model Providers may be considered subcontractors and/or sub-processors and the Customer agrees and consents to such engagement and to any new engagement of additional Netcompany Affiliates (acting as subcontractors and/or sub-processors) and/or Service Providers (acting as subcontractors and/or sub-processors). The above authorisations will constitute the Customer's prior written consent to the subcontracting and processing of any personal data, including any subcontracting and subprocessing necessary for EASLEY to function as reasonably can be expected as set out in the Agreement, as set out in the Data Processing Agreement, Clause 6.2, and if such consent is required under any Standard Contractual Clauses and/or applicable legislation.
- 1.75 Netcompany will make information about the use of Netcompany's Affiliates and Service Providers available to the Customer upon request. Additionally, Netcompany will give the Customer a reasonable notice, and no less than 30 days, if any changes are made to the engaged Service Providers and Model Providers and, as applicable, update EASLEY and related applicable documentation.
- 1.76 Regardless of the use of any Affiliate, subcontractor, sub-processor, Netcompany shall remain responsible for the performance of all its obligations pursuant to the Agreement. For avoidance of doubt, Netcompany shall not be responsible for any performance related to the Service Providers and/or Model Providers.
- 1.77 The Parties have entered into a Data Processing Agreement regarding Netcompany's processing of Personal Data, which is attached to the Order Form as Appendix 3. Netcompany will assist the Customer with its assessment in accordance with GDPR, Article 35, if the Customer access that such is required. Such assistance shall be considered a Consultancy Service.

INTELLECTUAL PROPERTY RIGHTS

- 1.78 All Intellectual Property Rights or other rights in or pertaining to EASLEY and any material related thereto together with any modifications and enhancements and any other deliverables provided by Netcompany under the Agreement are and shall continue to be the sole and exclusive property of Netcompany (and its third-party licensors e.g. the Model Providers), including the right to amend, modify, redistribute, and transfer such Intellectual Property Rights or other rights. Except for the limited rights expressly granted herein, the Agreement does not transfer any such Intellectual Property Rights or other rights to the Customer. Netcompany (and its third-party licensors e.g. the Model Providers) reserves to itself all rights that are not expressly granted pursuant to the Agreement.
- 1.79 Netcompany is entitled to use any ideas, suggestions, etc. provided by the Customer or its End Users to Netcompany, e.g., concerning updates and development of new functions/products. The Customer hereby - and shall procure that its End Users grants Netcompany a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use such ideas, suggestions, etc. for the development of any software or services, without restriction and without any compensation payable by Netcompany.

CUSTOMER DATA

- 1.80 The Customer owns and shall retain all right, title, and interest in and to the Customer Data. The Customer represents and warrants that none of the Customer Data violates the Agreement and that it has all necessary right, title, interest, and consent necessary to allow Netcompany to use Customer Data for the purposes of fulfilling its obligations under the Agreement.
- 1.81 The Customer bears the full responsibility for errors in (i) Customer Data, and (ii) input sent to EASLEY by the End Users, and (ii) output generated by EASLEY, including the Customer and its End Users use of the output.
- 1.82 Netcompany may use aggregated and statistical information about the Customer and its End Users in EASLEY to improve and develop EASLEY. The information may further be used as anonymous information for Netcompany's other purposes, e.g., statistical purposes.

Netcompany

- 1.83 Netcompany receives a non-exclusive, royalty free, perpetual, and irrevocable right to use Customer Data and data regarding the Customer's and the End Users' use of EASLEY solely (a) to perform Netcompany's obligations to the Customer during the Agreement; and (b) to improve, optimise, and develop Netcompany's existing or future modules, products, and features. The use under sub-paragraph (b) shall be limited to metadata and the use shall be in accordance with applicable law.

OBLIGATIONS

1.84 GENERAL

- 1.85 The Parties shall actively and loyally participate to the extent required and the Parties agree to work and cooperate loyally and in good faith during Netcompany's performance of the Consultancy Services.
- 1.86 The Parties shall promptly inform each other about any matters, which may reasonably be expected to influence their respective performance of their obligations set out in these Service Terms.

1.87 CUSTOMER SPECIFIC OBLIGATIONS

- a) In addition to any specific obligations agreed between the Parties, the Customer shall assist Netcompany in the performance of the Services as can reasonably be expected or requested by Netcompany.
- b) Without limitations, the obligation in Clause a) includes making relevant documentation/information available to Netcompany, and/or ensuring cooperation from third parties for which the Customer is responsible. Furthermore, the Customer shall procure all necessary rights and consents from third-party suppliers of the Customer in order for Netcompany to perform the Services.
- c) The Customer shall no later than at the end of November during a Term provide Netcompany with the Customer's expected use of EASLEY in the renewed Term e.g., the number of tokens to be used each month.
- d) A failure by the Customer to assist Netcompany as set out in Clause 1.87 shall not constitute a breach but shall be deemed to excuse Netcompany from failure to perform of its obligations as set out in the Agreement, including any service levels provided that the non-performance by the Customer results in Netcompany being unable to perform in accordance with the Agreement or is restricted in its proper planning of necessary server load or similar. Further, Netcompany shall be entitled to compensation for any documented direct costs arising out of the Customer's failure to perform.
- e) Netcompany does not assume any responsibility or liability in respect of any Customer's obligations.

WARRANTIES

- 1.88 Netcompany warrants to the Customer: (i) it is duly organised, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or organization, and that it has all requisite power and authority to carry out its obligations described in the Agreement; (ii) it will render EASLEY, including the support and maintenance, in a professional manner in accordance with industry standards using qualified personnel with the necessary skills, qualifications and experience; (iii) that EASLEY will substantially operate according to the specifications stated in the applicable documentation; (iv) before deployment, any new versions, updates, service packs, releases or hot-fixes have been tested by software generally used in the industry for such purposes to determine that they are free from viruses and other malicious code; and (v) it will comply with laws applicable to Netcompany in its role as a service provider.
- 1.89 In the event that EASLEY does not substantially operate according to the relevant service description as set in the warranty in Clause 1.88, Netcompany will repair the relevant part of EASLEY. If Netcompany is unable to repair the particular part within thirty (30) days of receiving notice of the defect, the Customer will have the right to terminate its subscription to that particular feature and receive a full refund of any related prepaid fees.
- 1.90 Except as expressly provided in this Agreement, Netcompany makes no representations, warranties, or statements, express or implied, statutory, or otherwise regarding any matter, including the accuracy, reliability, merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of EASLEY, especially regarding the output generated by EASLEY or the use of such output, and EASLEY, including the operation of such, is provided on an "as is" and "as available" basis, and Netcompany does not guarantee uninterrupted or error-free access to EASLEY nor is Netcompany responsible for downtime, response time, or incidents related to any third-party service.
- 1.91 The Customer has a duty to thoroughly examine EASLEY, and any Services provided to the Customer immediately following Netcompany's delivery of such.
- 1.92 Any claim regarding defects must be notified by the Customer to Netcompany immediately after the Customer has discovered or ought to have discovered the defect and, in any event, no later than six (6) months from delivery of the relevant Services, see Clause 2.4. In the negative, the Customer shall not be entitled to advance a claim for defects.

Netcompany

- 1.93 The Customer explicitly warrants to Netcompany that it will comply with the AI Act in its intended and actual use of EASLEY and the Consultancy Services (the Services).

INDEMNIFICATION

- 1.94 Netcompany will defend, indemnify, and hold harmless the Customer and its respective directors, officers, employees, and agents from and against any third-party claims (including reasonable attorney's fees incurred in responding to such claim) that EASLEY (the system and excluding any output generated), infringe(s) or violate(s) any third-party Intellectual Property Rights.
- 1.95 In case of a third-party claim, Netcompany may, at its sole option and expense: (i) replace the relevant infringing part with a comparable non-infringing part; or (ii) procure for the Customer the right to continue using the relevant infringing part.
- 1.96 The Customer acknowledges and accepts that the remedies in Clauses 1.94 and 1.95 are the Customer's sole and exclusive remedies and Netcompany's sole liability regarding any third-party Intellectual Property Rights infringement claim.
- 1.97 Netcompany, however, shall have no liability for any infringement claim if and to the extent that it arises from any: (i) use of EASLEY in violation of the Agreement; (ii) output generated by EASLEY and/or the use of such output; (iii) modification of EASLEY by anyone other than Netcompany; or (iv) third-party products, services, hardware, or other materials used in combination with EASLEY - which are not approved by Netcompany - if EASLEY would not be infringing without this combination; or (v) failure by the Customer to install any new versions, updates, service packs, releases or hot-fixes recommended by Netcompany, if such installation will rectify the infringement.
- 1.98 The Customer will indemnify and hold harmless Netcompany and its respective directors, officers, employees, and agents for any and all expenses and any third-party claims (including reasonable attorney's fees incurred in responding to such claim) due to (i) any use of EASLEY in violation of any applicable law or regulation, (ii) any unauthorised use of EASLEY by the End Users, or (iii) the collection, transmittance, use or storage of Customer Data through EASLEY, including if this infringes or misappropriates the rights of a third party.
- 1.99 In case of a third-party claim, Clause 0 is conditional upon the Party against whom a third-party claim is brought: (i) promptly notifies the other Party in writing of such claim, provided however that any failure or delay in providing such notice shall not relieve the other Party of its obligations under this Clause 0, except to the extent such failure or delay prejudices the defence; (ii) refrains from making any admissions; (iii) grants the other Party the right and authority to fully control and settle the claim; and (iv) reasonably cooperates in the defence of such claim.

LIMITATION OF LIABILITY

- 1.100 In case of Netcompany's non-material breach of the Agreement, the Customer's sole remedy is Netcompany's remedial and/or corrective action of the breach in question within thirty (30) days or a pro rata return of the fees paid for the Services to which the non-material breach relates if such remedial action proves unsuccessful.
- 1.101 The aggregate liability of each Party to the other for any and all losses or damages whatsoever arising out of or in connection with a particular feature and related Services or a specific Consultancy Order shall not exceed an amount equal to 100 % of the fees paid by the Customer in the twelve (12) months prior to the date of the first event giving rise to liability or as set out in the specific Consultancy Order.
- 1.102 Under no circumstances shall either Party be liable to the other or any other party, for any loss or damage (whether or not the other Party had been advised of the possibility of such loss or damage) in any amount, to the extent that such loss or damage is (i) consequential, indirect or special or punitive; (ii) for any loss of profits, loss of business, loss of business opportunity, loss of goodwill, or loss of revenue or anticipated savings; or (iii) related to any use of output generated by EASLEY.
- 1.103 To the maximum extent permitted under the applicable law, Netcompany disclaims any product liability.
- 1.104 The foregoing exclusions and limits of liability will not apply to: (i) either Party's fraud, wilful misconduct, or gross negligence, or (ii) the Customer's breach of the access and usage rights or non-payment of fees.

TERM AND TERMINATION

- 1.105 The Agreement shall be effective when the Order Form is signed by both Parties. Netcompany shall deliver EASLEY from the Commencement Date as set out in the Order Form. The Initial Term shall for EASLEY be the period from the Commencement Date and until 31 December of the year EASLEY were purchased in.
- 1.106 Any applicable Minimum Purchase Obligations applies in the Initial Term on a pro-rata basis for the remaining full months until the end of the Initial Term as set out in clause 3.1 e.g., if the Customer subscribes for the EASLEY in May, the pro-rata period commences from June to December for a total of seven (7) months and the pro-rata Minimum Purchase Obligations is 7/12 of the stated amount in clause 2.1.

Netcompany

- 1.107 Unless the Customer's subscription to EASLEY is terminated by either Party in accordance with Clause 1.108, the Customer's subscription will automatically renew for periods of twelve (12) months following (i) the Initial Term set out in the Order Form or (ii) any subsequent renewal period.
- 1.108 Either Party is entitled to terminate a subscription to EASLEY for convenience by providing a written notice of least six (6) months to take effect at the end of the applicable Term. However, if a Party terminates the Customer's subscription to EASLEY, the entire Agreement, excluding any Consultancy Services, unless otherwise agreed, shall be terminated for convenience to expire at the same time as the subscription to the EASLEY expires.

TERMINATION FOR CAUSE

- 1.109 Either Party may terminate a subscription to EASLEY and the related Services, and/or a specific Consultancy Order, if applicable, with immediate effect, if the other Party is in material breach of its obligations in relation to such Services, however, if the breach is capable of cure, provided that the Party in breach has failed to remedy the breach within thirty (30) days of receipt of written notice of the breach from the other Party. However, if a Party terminates the Customer's subscription to EASLEY for cause, the entire Agreement including all Consultancy Services and Services shall be terminated for cause (cross default).
- 1.110 Any failure by the Customer to pay outstanding invoices shall always be considered a material breach of the Agreement by the Customer provided that Netcompany has sent one reminder granting a period of at least thirty (30) days to settle the outstanding invoice.

CONSEQUENCES OF TERMINATION

- 1.111 In case of whole or partial termination of the Agreement, the Customer shall - in any event - immediately stop using the Services.
- 1.112 If requested by the Customer, Netcompany will provide necessary termination assistance as a Consultancy Service in accordance with Clause 0.

FEES AND PAYMENT

- 1.113 The relevant fees for the use of EASLEY, and, if applicable, the Consultancy Services, are set forth in Appendix 5 – Fees & Pricing and, if applicable, the Consultancy Order(s).
- 1.114 If the Customer's consumption during a contract year is below the Minimum Purchase Obligation set out in the Order Form, Netcompany will invoice the Customer the remaining part of the Minimum Purchase Obligation at the end of the applicable Term.
- 1.115 The fees are exclusive of relevant costs (e.g., to third-party suppliers) and disbursements, including reasonable travel costs. Mileages will be calculated using the mileage allowance rates published by the Danish Tax Authorities applicable from time to time.
- 1.116 Any invoice shall be paid no later than 30 days from the date such invoice was issued.
- 1.117 In case of delayed payment, Netcompany is entitled to interest on the outstanding amount from the due date until the date of payment at the then applicable interest prescribed by the Danish Interest Act.
- 1.118 Netcompany may increase all fees once a year with effect as of 1 January with the higher of (i) the development in the net price index published by Statistics Denmark by comparing the index for October in the year prior to the yearly adjustment with October the year before, or (ii) 3% without notice.
- 1.119 In addition, if the costs of producing or providing EASLEY increase due to new regulatory requirements or other costs reasonably outside the control of Netcompany, including if the cost increases are related to ancillary services e.g., token costs, Netcompany may increase the fees correspondingly by a reasonable notice.
- 1.120 If any sales taxes, including VAT, are imposed by reason of the Agreement, the Customer agrees to pay such taxes. Furthermore, the Customer agrees to pay all imposts, taxes and dues imposed in connection with the Agreement. Netcompany will be responsible for all taxes related to its personnel or business operations, including taxes based on the net income of Netcompany and any taxes payable upon the payroll of Netcompany personnel.

AUDIT RIGHTS

- 1.121 The Customer shall without undue delay provide all documentation and information reasonably requested by Netcompany in order for Netcompany to verify the Customer's compliance with the Agreement.
- 1.122 Netcompany may also at its own expense engage an independent auditor to audit the Customer's use of EASLEY, including by visits to the premises of the Customer. Any such audit will be conducted upon reasonable notice to the Customer and during Customer's normal business hours. Customer shall reasonably cooperate in such audit. If the audit uncovers material non-compliance on the part of the Customer, the Customer shall pay Netcompany's expenses for the execution of the audit.

FORCE MAJEURE

- 1.123 Either Party is entitled to suspend the performance of its obligations under this Agreement (without any liability) if such performance is impeded due to force majeure, meaning any extraordinary circumstances beyond the reasonable control of such Party.
- 1.124 The Party claiming to be affected by any circumstance referred to in Clause 1.123 shall, without undue delay, notify the other Party of the intervention and of the cessation of such circumstance.
- 1.125 Notwithstanding any other provisions of this Agreement, either Party is entitled to terminate this Agreement without liability if the performance of this Agreement has been suspended under Clause 1.123 for more than sixty (60) days.

AMENDMENTS

- 1.126 Any amendments to the Agreement shall be agreed to in writing between the Parties. Notwithstanding the prior, Netcompany may make amendments without the Customers' acceptance if such amendments are general amendments to the Agreement applicable for all customers of EASLEY in which case Netcompany shall notice the Customer without undue delay and such changes to have effect from the next Term.
- 1.127 Notwithstanding the above, if revisions are strictly necessary to ensure compliance with applicable law, standards, or any third-party rights or is revisions of the Service terms, the Customer is obliged to accept and adhere to such revisions in writing with immediate effect.
- 1.128 For the avoidance of doubt, Netcompany may without the acceptance of the Customer with 90 days prior written notice change, amend and update any technical and functional aspects, specifications and/or requirements related to EASLEY, however, subject to the limitation in Clause 1.59. For avoidance of doubt, any changes related to third-party suppliers and being necessary to provide the Services may be provided without prior notice.

CONFIDENTIALITY

- 1.129 For this Agreement, "**Confidential Information**" means all commercial and operational information and knowhow together with any other information not generally known or reasonably ascertainable, including the existence of this Agreement and its terms and, whether in writing, orally, visually, electronically, or otherwise, disclosed by or on behalf of one Party (the "**Disclosing Party**") to the other Party (the "**Recipient**").
- 1.130 Confidential Information does not include information that (i) is or becomes a matter of public knowledge through no fault of the Recipient, (ii) was rightfully in the Recipient's possession free of any obligation of confidence, (iii) was rightfully disclosed to Recipient by a third party without restriction as to use or disclosure, or (iv) is independently developed by the Recipient without use of or reference to the Disclosing Party's Confidential Information.
- 1.131 The Recipient shall not disclose Confidential Information to any third Party. The Recipient shall limit use and access to Confidential Information to such persons, who have a need to know, and who are bound by confidentiality obligations no less protective than the Agreement.
- 1.132 The Recipient will protect the Disclosing Party's Confidential Information by using the same degree of care as the Recipient uses to protect its own confidential or proprietary information of a like nature (but not less than a reasonable degree of care). The Recipient will promptly notify the Disclosing Party upon learning of any misappropriation or misuse of Confidential Information disclosed hereunder.
- 1.133 Notwithstanding the foregoing, the Recipient will be permitted to disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided that the Recipient provides the Disclosing Party with prompt prior notice (to the extent legally permitted to do so), and the scope of such disclosure is limited to the extent possible.
- 1.134 The Parties shall ensure that their employees also observe this Clause 0, and any breach by an employee of a Party shall be deemed a breach by such Party.
- 1.135 The provisions of this Clause 0 apply indefinitely.

PRESS RELEASE

- 1.136 The Customer acknowledges that it is a prerequisite for Netcompany, that the Parties jointly prepare a press release regarding the Customer's decision to use EASLEY immediately following the Parties signature of the Agreement. Further, Netcompany shall be entitled to use the Customer's logo and name at its website (Netcompany.com) and the Customer's use of EASLEY for general marketing purposes.

TRANSFER AND ASSIGNMENT

- 1.137 The Customer shall not be entitled to assign its rights and obligations under the Agreement without Netcompany's express written consent.

Netcompany

- 1.138 Netcompany is entitled to assign its rights and obligations under the Agreement to a third party or an Affiliate that agrees to assume Netcompany's obligations under the Agreement.

GOVERNING LAW AND ARBITRATION

- 1.139 The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Denmark (disregarding choice of law rules and CISG).
- 1.140 If the Parties disagree on a legal or technical matter relating to the Agreement, either Party may request that a legal/technical opinion is obtained from an independent expert in accordance with the Rules regarding Legal/Technical Opinions in IT cases issued by the Danish Institute of Arbitration. The Parties agree that Section 21(5) of the Danish Statute of Limitation Act shall apply. If either (i) none of the Parties have requested an opinion within ten (10) business days as of the dispute having arisen (or request of such opinion has been waived), or (ii) a dispute has not been resolved on the basis of such expert opinion rendered, either Party may seek to resolve the dispute through arbitration, see Clause 1.141.
- 1.141 Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity, or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.
- 1.142 The language of the tribunal shall be English, and the place of arbitration shall be Copenhagen, Denmark.
- 1.143 The Parties shall keep the arbitration proceeding, the subject thereof as well as any award confidential.

MISCELLANEOUS

- 1.144 Notices from Netcompany to the Customer and other customers of EASLEY in relation to general changes or for informative purposes may be provided directly, on the EASLEY website, or in the EASLEY.
- 1.145 If any provision under the Agreement is found to be inconsistent with or void under any applicable law, the validity of the other provisions shall not be affected thereby. In such case, the Parties or the arbitration tribunal shall replace the ineffective provision with a provision of fundamentally the same content and effect, also taking into consideration any amendments to the Agreement, which, however, is legally valid, binding, and enforceable under the said law.
- 1.146 The Agreement between Netcompany and the Customer regarding the use of EASLEY consists of and is governed by the following documents (and in the following order of precedence):
- (iii) The Order Form;
 - (iv) Appendix 1 (Service Terms);
 - (v) Appendix 2 (Data Processing Addendum), including its sub-appendices;
 - (vi) Appendix 4 (Fees & Pricing);
 - (vii) Appendix 3 (Usage of Artificial Intelligence), including its schedules;
 - (viii) Any Consultancy Order agreed upon in accordance with the template provided as Appendix 5 (Consultancy Order(s)), including its schedules, or orally; and
 - (ix) Any other document referred to in the Agreement, the appendices, and/or the schedules.
- 1.147 Any terminology used in the Agreement shall follow the definitions given in Clause 1, implied in the applicable wording, or, where applicable, in accordance with the IT framework 'ITIL', the GDPR, the AI Act, or other relevant EU legislation where definitions are provided.
- 1.148 No waiver by either Party shall be effective unless made in writing. No waiver by either Party of a breach of the Agreement shall constitute a waiver of any subsequent breach.
- 1.149 The Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications between the Parties.



Appendix 2

Data Processing

Addendum

EASLEY®

Netcompany

Table of contents

1	PREAMBLE.....	21
2	THE RIGHTS AND OBLIGATIONS OF THE CUSTOMER.....	21
3	NETCOMPANY ACTS ACCORDING TO INSTRUCTIONS.....	21
4	CONFIDENTIALITY.....	21
5	SECURITY OF PROCESSING	22
6	USE OF SUB-PROCESSORS.....	22
7	TRANSFER OF DATA TO THIRD COUNTRIES OR INTERNATIONAL ORGANISATIONS 23	
8	ASSISTANCE TO THE CUSTOMER	23
9	NOTIFICATION OF PERSONAL DATA BREACH	24
10	ERASURE AND RETURN OF PERSONAL DATA.....	24
11	AUDIT AND INSPECTION.....	24
12	THE PARTIES' AGREEMENT ON OTHER TERMS	24
13	COMMENCEMENT AND TERMINATION.....	25
	SCHEDULE A – INFORMATION ABOUT THE PROCESSING.....	26
	SCHEDULE B – AUTHORISED SUB-PROCESSORS	27
	SCHEDULE C – INSTRUCTION PERTAINING TO THE USE OF PERSONAL DATA.....	28
	SCHEDULE D – THE PARTIES' TERMS OF AGREEMENT ON OTHER SUBJECTS	29
	SCHEDULE E – OVERVIEW OF TECHNICAL AND ORGANISATIONAL SECURITY MEASURES IMPLEMENTED IN NETCOMPANY	30

1 PREAMBLE

- 1.1 This Data Processing Addendum is based on the standard contractual clauses provided by the Danish Data Protection Agency, which has been approved in accordance with the GDPR article 28(8) after review by the European Data Protection Board.
- 1.2 The Data Processing Addendum set out the rights and obligations of the Customer as the Data Controller and Netcompany as the Data Processor when processing personal data on behalf of the Customer.
- 1.3 The Data Processing Addendum have been designed to ensure the Parties' compliance with article 28(3) of the GDPR.
- 1.4 In context of the provision of the Agreement between the Parties regarding EASLEY, Netcompany will process personal data on behalf of the Customer in accordance with the Data Processing Addendum when the Customer uses EASLEY.
- 1.5 If additional obligations have been imposed on Netcompany by other agreements between the Parties, for example by standard contractual clauses pursuant to article 46(2)(c) and (d) GDPR, these obligations shall apply in addition to the Data Processing Addendum.
- 1.6 Four sub-appendices are attached to the Data Processing Addendum and form an integral part of the Data Processing Addendum.
- 1.7 Schedule A contains details about the processing of personal data, including the purpose and nature of the processing, type of personal data, categories of data subjects and duration of the processing.
- 1.8 Schedule B contains the authorised Sub-Processors.
- 1.9 Schedule C contains the Customer's instructions with regards to the processing of personal data, the minimum-security measures to be implemented by Netcompany and how audits of Netcompany and any sub-processors are to be performed.
- 1.10 Schedule D contains provisions for other activities which are not covered by the Data Processing Addendum.
- 1.11 Schedule E contains an overview of the technical and organisational security measures that are already implemented by Netcompany.
- 1.12 The Data Processing Addendum along with appendices shall be retained in writing, including electronically, by both Parties.
- 1.13 The Data Processing Addendum shall not exempt Netcompany from obligations to which Netcompany is subject pursuant to the GDPR or other legislation.

THE RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- 1.14 The Customer is responsible for ensuring that the processing of personal data takes place in compliance with the GDPR (see article 24 GDPR), the applicable EU or Member State² data protection provisions and the Data Processing Addendum.
- 1.15 The Customer has the right and obligation to make decisions about the purposes and means of the processing of personal data.
- 1.16 The Customer shall be responsible, among other, for ensuring that the processing of personal data, which Netcompany is instructed to perform, has a legal basis.

NETCOMPANY ACTS ACCORDING TO INSTRUCTIONS

- 1.17 Netcompany shall process personal data only on documented instructions from the Customer, unless required to do so by EU or Member State law to which Netcompany is subject. Such instructions shall be specified in Appendices A and C. Additional instructions outside the scope of this Data Processing Addendum require prior written agreement between the Parties. The Customer is entitled to terminate the Agreement between the Parties if Netcompany declines to follow instructions requested by the Customer that are outside the scope of, or changed from, those given or agreed to be given in this Data Processing Addendum.
- 1.18 Netcompany shall immediately inform the Customer in writing if instructions given by the Customer, in the opinion of Netcompany, contravene the GDPR or the applicable EU or Member State data protection provisions, to which Netcompany is subject.

CONFIDENTIALITY

- 1.19 Netcompany shall only grant access to the personal data being processed on behalf of the Customer to persons

² References to "Member States" made throughout this Data Processing Addendum shall be understood as references to "EEA Member States".

Netcompany

under Netcompany's authority who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and only on a need-to-know basis. The list of persons to whom access has been granted shall be kept under periodic review. On the basis of this review, such access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.

- 1.20 Netcompany shall at the request of the Customer demonstrate that the concerned persons under Netcompany's authority are subject to the abovementioned confidentiality.

SECURITY OF PROCESSING

- 1.21 Article 32 GDPR stipulates that, taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Customer and Netcompany shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
- 1.22 The Customer shall evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. Depending on their relevance, the measures may include the following:
- a. pseudonymisation and encryption of personal data;
 - b. the ability to ensure ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
 - c. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - d. a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 1.23 According to article 32 GDPR, Netcompany shall also – independently from the Customer – evaluate the risks to the rights and freedoms of natural persons inherent in Netcompany's processing activities on behalf of the Customer and implement measures to mitigate those risks. To this effect, the Customer shall provide Netcompany with all information necessary to identify and evaluate such risks.
- 1.24 Furthermore, Netcompany shall assist the Customer in ensuring compliance with the Customer's obligations pursuant to article 32 GDPR, by inter alia providing the Customer with information concerning the technical and organisational measures already implemented by Netcompany pursuant to article 32 GDPR, cf. Schedule D, along with all other information necessary for the Customer to comply with the Customer's obligation under article 32 GDPR.

USE OF SUB-PROCESSORS

- 1.25 Netcompany shall meet the requirements specified in article 28(2) and (4) GDPR in order to engage another Data Processor (a sub-processor).
- 1.26 Netcompany has the Customer's general authorisation for the engagement of sub-processors. Netcompany shall inform in writing the Customer of any intended changes concerning the addition or replacement of sub-processors at least 10 days in advance, thereby giving the Customer the opportunity to object to such changes prior to the engagement of the concerned sub-processor(s). The Customer may only object to the use of a sub-processor if specific data protection issues related to the intended use of the sub-processor may constitute a violation of the Customer's obligations under applicable EU or Member State data protection provisions. If the Customer wishes to object to the use of a new sub-processor, the Customer may do so by terminating the Agreement. Netcompany must notify the Customer in writing upon termination of the use of a sub-processor. Longer time periods of prior notice for specific sub-processing services may be applicable. The list of sub-processors already authorised by the Customer may be requested in accordance with the Service Terms.
- 1.27 Where Netcompany engages a sub-processor for carrying out specific processing activities on behalf of the Customer, the same data protection obligations as set out in the Data Processing Addendum shall be imposed on that sub-processor by way of a contract or other legal act under EU or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Processing Addendum and the GDPR. Netcompany shall therefore be responsible for requiring that the sub-processor at least complies with the obligations to which Netcompany is subject pursuant to the Data Processing Addendum and the GDPR. In connection hereto, Netcompany may forward this Data Processing Addendum, except any business-related information, to any sub-processors that are engaged by Netcompany.
- 1.28 In case the Customer accepts or instructs Netcompany to engage a specific sub-processor and if said sub-processor's privacy terms are pre-determined Netcompany shall in good faith aim to impose on that sub-processor the same data protection obligations as set forth in this Data Processing Addendum. If Netcompany, despite its negotiations with the sub-processor, cannot impose the same data protection obligations as set forth

Netcompany

in this Data Processing Addendum, the Customer acknowledges and accepts that the Data Processing Addendum under these circumstances, do not impose further data protection obligations on Netcompany than those set out in the agreement between Netcompany and sub-processor. Furthermore, the Customer acknowledges and accepts that this authorisation also applies to the approved sub-processors as set out in Service Terms at the time of conclusion of this Data Processing Addendum.

- 1.29 A copy of such a sub-processor data processing agreement and subsequent amendments shall – at the Customer's request – be submitted to the Customer, thereby giving the Customer the opportunity to ensure that the same data protection obligations as set out in the Data Processing Addendum are imposed on the sub-processor. Data Processing Addendum on business related issues that do not affect the legal data protection content of the sub-processor data processing agreement, shall not require submission to the Customer.
- 1.30 If the sub-processor does not fulfil its data protection obligations, Netcompany shall remain fully liable to the Customer as regards the fulfilment of the obligations of the sub-processor. This does not affect the rights of the data subjects under the GDPR – in particular, those foreseen in articles 79 and 82 GDPR – against the Customer and Netcompany, including the sub-processor.

TRANSFER OF DATA TO THIRD COUNTRIES OR INTERNATIONAL ORGANISATIONS

- 1.31 Any transfer of personal data to third countries or international organisations by Netcompany shall only occur on the basis of documented instructions from the Customer and shall always take place in compliance with Chapter V GDPR. If Netcompany asks the Customer for instructions to transfer personal data to a new recipient in a third country the Customer may only decline from giving the instruction if specific data protection issues related to the intended transfer may constitute a violation of the Customer's obligations under applicable EU or Member State data protection provisions. If the Customer declines from giving the instruction, the Customer shall be deemed to terminate the Agreement.
- 1.32 In case transfers to third countries or international organisations, which Netcompany has not been instructed to perform by the Customer, is required under EU or Member State law, to which Netcompany is subject, Netcompany shall inform the Customer in writing of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest.
- 1.33 Without documented instructions from the Customer or a specific requirement under EU or Member State law which Netcompany is subject, Netcompany cannot within the framework of the Data Processing Addendum:
 - a. transfer personal data to a data controller or a data processor in a third country or in an international organisation;
 - b. transfer the processing of personal data to a sub-processor in a third country; or
 - c. have the personal data processed by Netcompany in a third country.
- 1.34 The Customer's instructions regarding the transfer of personal data to a third country including, if applicable, the transfer tool under Chapter V GDPR on which they are based.
- 1.35 The Data Processing Addendum shall not be confused with standard data protection clauses within the meaning of article 46(2)(c) and (d) GDPR, and the Data Processing Addendum cannot be relied upon by the Parties as a transfer tool under Chapter V GDPR.

ASSISTANCE TO THE CUSTOMER

- 1.36 Taking into account the nature of the processing, Netcompany shall assist the Customer by appropriate technical and organisational measures, insofar as this is possible, in the fulfilment of the Customer's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR.
- 1.37 This entails that Netcompany shall, insofar as this is possible, assist the Customer in the Customer's compliance with:
 - a. the right to be informed when collecting personal data from the data subject;
 - b. the right to be informed when personal data have not been obtained from the data subject;
 - c. the right of access by the data subject;
 - d. the right to rectification;
 - e. the right to erasure ('the right to be forgotten');
 - f. the right to restriction of processing;
 - g. notification obligation regarding rectification or erasure of personal data or restriction of processing;
 - h. the right to data portability;

Netcompany

- i. The right to object; and
 - j. the right not to be subject to a decision based solely on automated processing, including profiling.
- 1.38 In addition to Netcompany's obligation to assist the Customer pursuant to Clause 1.24, Netcompany shall furthermore, taking into account the nature of the processing and the information available to Netcompany, assist the Customer in ensuring compliance with:
- a. the Customer's obligation to without undue delay and, where feasible, no later than 72 hours after having become aware of it, notify the personal data breach to the competent supervisory authority unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons;
 - b. the Customer's obligation to without undue delay communicate the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons;
 - c. the Customer's obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment); and
 - d. the Customer's obligation to consult the competent supervisory authority prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the Customer to mitigate the risk.
- 1.39 The Parties shall define in Schedule C the appropriate technical and organisational measures by which Netcompany is required to assist the Customer as well as the scope and the extent of the assistance required. This applies to the obligations foreseen in Clause 1.36 - 1.38.

NOTIFICATION OF PERSONAL DATA BREACH

- 1.40 In case of any personal data breach, Netcompany shall, without undue delay after having become aware of it, notify the Customer of the personal data breach.
- 1.41 Netcompany's notification to the Customer shall, if possible, take place within 72 hours after Netcompany has become aware of the personal data breach to enable the Customer to comply with the Customer's obligation to notify the personal data breach to the competent supervisory authority, cf. article 33 GDPR.
- 1.42 In accordance with Clause 1.38(a), Netcompany shall assist the Customer in notifying the personal data breach to the competent supervisory authority, meaning that Netcompany is required where possible to assist in obtaining the information listed below which, pursuant to article 33(3) GDPR, shall be stated in the Customer's notification to the competent supervisory authority:
- a. the nature of the personal data including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
 - b. the likely consequences of the personal data breach; and
 - c. the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 1.43 The Parties shall define in Schedule C all the elements to be provided by Netcompany when assisting the Customer in the notification of a personal data breach to the competent supervisory authority.

ERASURE AND RETURN OF PERSONAL DATA

- 1.44 On termination of the Agreement, Netcompany shall be under obligation to delete all personal data processed on behalf of the Customer and certify to the Customer that it has done so unless EU or Member State law requires further storage of the personal data by Netcompany.

AUDIT AND INSPECTION

- 1.45 Netcompany shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in article 28 GDPR and the Data Processing Addendum and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.
- 1.46 Procedures applicable to the Customer's audits, including inspections, of Netcompany and sub-processors are specified in Schedule B.
- 1.47 Netcompany shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the Customer's and Netcompany's facilities, or representatives acting on behalf of such supervisory authorities, with access to Netcompany's physical facilities on presentation of appropriate identification.

THE PARTIES' AGREEMENT ON OTHER TERMS

- 1.48 The Parties may agree other clauses concerning the provision of the personal data processing service

specifying e.g., liability, as long as they do not contradict directly or indirectly the Data Processing Addendum or prejudice the fundamental rights or freedoms of the data subject and the protection afforded by the GDPR.

COMMENCEMENT AND TERMINATION

- 1.49 The Data Processing Addendum shall become effective on the same date as the effective date of the Agreement.
- 1.50 Both Parties shall be entitled to require the Data Processing Addendum renegotiated if changes to the law or inexpediency of the Data Processing Addendum should give rise to such renegotiation. The Customer is entitled to terminate the Agreement between the Parties if an agreement cannot be reached.
- 1.51 Netcompany shall also be entitled to make amendments to the Data Processing Addendum if Netcompany deems these amendments necessary due to e.g., changes to the law or due to decisions from the competent authorities. Netcompany shall inform the Customer of potential amendments at least 30 days in advance and the Customer shall be entitled to terminate the Agreement if the Customer cannot accept the amendments.
- 1.52 The Data Processing Addendum shall apply for the duration of the provision of personal data processing services. For the duration of the provision of personal data processing services, the Data Processing Addendum cannot be terminated unless other Data Processing Addendum governing the provision of personal data processing services have been agreed between the Parties.
- 1.53 If the provision of personal data processing services is terminated, and the personal data is deleted or returned to the Customer pursuant to Clause 11 and Schedule B, section B.4, the Data Processing Addendum may be terminated by written notice by either Party.

SCHEDULE A – INFORMATION ABOUT THE PROCESSING

Please note that the processing activities carried out by Netcompany on behalf of the Customer only concerns the actual processing activities of Netcompany, which is limited to the processing activities related to the Customer's use of EASLEY and Netcompany's provision of Services to the Customer in accordance with the Agreement.

Due to the nature of EASLEY as a standard solution the Data Processing Addendum are intended to cover data processing activities for multiple customers. For the same reason it is assumed that all types of personal data are processed as part of Netcompany's processing activities although it may in actuality only be a limited number of the types of data listed in section A.1, that is being processed for a specific customer, and/or the processing activities may cover other types of personal data than listed.

1 – The instruction for the processing

Netcompany's processing of personal data on behalf of the Customer shall be carried out by Netcompany performing the following processing activities:

Description (nature of processing)	Processing activities	Purpose of the processing	Types of personal data	Categories of Data Subjects	Duration of processing
EASLEY <i>(the functionalities inherent in EASLEY and any other Services)</i>	• Transmission of data • Testing on data • Access to data • Logging of data • Alteration of data • Erasure of data • Transfer of data • Storage of data • Use of data	To deliver the services related to the use of EASLEY and the Services	Ordinary personal data	• Physical persons • End Users	The processing is <u>not time limited</u> and will continue for the duration of the Agreement between the Customer and Netcompany.
			Names, address, phone no. e-mails, birthdates, pictures		
			Login information		
			IP addresses		
			Financial information		
			Social relations		
			Other personal information (please specify below):		
			Whatever is contained in the input/output (prompts)		
			Sensitive personal data		
			National identification no. (i.e., social security no., tax no. or similar)		
			Information on criminal offences (criminal record)		
			Special categories of personal data		
			Racial or ethnic background		
			Religious or philosophical beliefs		
			Political affiliation		
			Trade union affiliation		
			Health information		

SCHEDULE B – AUTHORISED SUB-PROCESSORS

1 - Approved Sub-processors

On commencement of the Agreement, the Data Controller authorises the engagement of the following Sub-processors:

NAME	COMPANY REG. NO.	ADDRESS	DESCRIPTION AND LOCATION OF PROCESSING ACTIVITY(-IES)	LEGAL BASIS FOR DATA TRANSFERS OUTSIDE EU/EEA (IF RELEVANT)
Netcompany Affiliate(s)			Netcompany Affiliate(s) may perform the same processing activities as Netcompany from the locations of the Netcompany Affiliate(s)	Standard Contractual Clauses
Service Provider(s) acting as a cloud provider and/or Model Provider			Service Provider may perform the same processing activities as Netcompany or substitute Netcompany's processing activities from the locations of Service Provider. Where possible, Netcompany will instruct such Service Provider to perform its processing activities within EU, if the Service Provider has an EU cluster available.	Standard Contractual Clauses

SCHEDULE C – INSTRUCTION PERTAINING TO THE USE OF PERSONAL DATA

1 - The instruction for the processing

Netcompany's processing of personal data on behalf of the Customer shall be carried out by Netcompany performing the processing activities as listed in Schedule A.

In addition, the Customer instructs Netcompany to process personal data and perform the necessary processing activities as required by Union or Member State law to which Netcompany, Customer or data subject is subject. This instruction applies to the personal data listed in Schedule A.

2 - Security of processing

The level of security shall take into account the nature, scope, context, and purpose of the processing activities as well as the risk for the rights and freedoms of natural persons.

The processing might - in relation to some customers – may involve a large volume of personal data which are subject to article 9 GDPR on 'special categories of personal data'. Therefore a 'high' level of security is established. Netcompany is certified under the ISO/IEC 27001 and the security measures implemented on EASLEY are all based on the assumption that all data processed within the system concerns both special and sensitive categories of personal data thus ensuring the highest levels of both technical and organisational security measures.

Netcompany shall hereafter be entitled and under obligation to make decisions about the technical and organisational security measures that are to be applied to create the necessary level of data security. In connection hereto, Netcompany will as a minimum adhere to the security measures listed in Schedule D.

Based on the above the Customer does not require further security measures to be implemented.

3 - Assistance to the Customer

In case of a personal data breach, Netcompany will to the extent possible supply the Customer with the following information free of charge insofar that the personal data breach is caused by the actions of Netcompany:

- The nature of the personal data breach;
- The categories and approximate number of data subjects concerned; and
- The categories and approximate number of personal data records concerned.

Any additional services will be provided as Consultancy Services, including services provided to the Customer regarding personal data breaches (Clause 10) that are not caused by the actions of Netcompany.

4 - Storage period/erasure procedures

Unless instructed to delete the personal data earlier, Netcompany will delete the data after 90 days from the termination of the Agreement.

5 - Processing location

Subject to Clause 7, processing of the personal data under the Data Processing Addendum cannot be performed at other locations than the locations of Netcompany's Affiliates, its data centre locations, and any external subcontractors and sub-processors applicable for the provision of the Services, as well as any processing locations of Service Providers and Model Providers.

6 - Instruction on transfer of personal data to third countries and international organisations

Netcompany is hereby authorised and instructed to transfer personal data to sub-processors located outside the EU/EEA as the case may be for the Netcompany Affiliates and external subcontractors and sub-processors applicable for the provision of the Services and as approved in Service Terms, and/or to Service Providers or to independent data controllers. Netcompany is free to choose a valid legal basis for transfer of personal data in accordance with Clause 1.34, which is specified for the specific sub-processor.

SCHEDULE D – THE PARTIES' TERMS OF AGREEMENT ON OTHER SUBJECTS

1 - Consequences resulting from a potential illegal instruction

In the event that Netcompany has informed the Customer that an instruction is unlawful, and the Customer does not agree, the Customer shall in writing explain why the Customer considers the instruction to be legal.

If the Parties continue to disagree, each Party shall draw up a note indicating their position, as well as sign and date it. The notes shall be exchanged between the Parties and shall be kept at least for the duration of the data processing, as referred to in Schedule A.

If it turns out that an instruction and/or processing was unlawful, the Customer shall indemnify Netcompany against any claims made against Netcompany related to the unlawful instruction.

2 - Netcompany's services

All services provided by Netcompany in accordance with this Data Processing Addendum, that are not separately described and priced in the Data Processing Addendum shall be considered Consultancy Services.

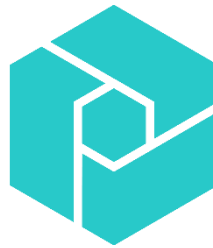
Where changes to existing laws and regulations, new interpretations, and/or case law relating to data protection legislation, may give rise to new and/or additional obligations for the Customer and Netcompany each Party shall bear their own financial costs to such additional obligations relating to their own compliance as Data Controller and Data Processor, respectively.

SCHEDULE E – OVERVIEW OF TECHNICAL AND ORGANISATIONAL SECURITY MEASURES IMPLEMENTED IN NETCOMPANY

Technical and organisational security measures		
Area:	Measure:	Description:
Access control	Access codes	All employees are required to make secure access codes to all systems where it is required e.g., mobile phones, computers etc. Employees are also required to lock their devices when left unattended.
	Access from external locations	To be able to access internal Netcompany systems, users are required to log in with an internal NCLAN account and be approved via VPN software.
	Access to internal server rooms and main network switches	Access to server rooms for external parties are only permitted when accompanied by a Netcompany employee. Only selected Netcompany employees have access to the rooms.
	Antivirus	Antivirus programs are installed on all computers, Windows servers and Linux servers and are updated regularly.
	Anti-spam and anti-phishing	Anti-spam and anti-phishing software are implemented on the internal mail system.
	Authorisation system	An authorisation system is implemented in the organisation securing only relevant personnel has access to the different systems. The system is based on the principle of least access.
	Clean desk policy	Physical documents are rarely used, and, in such cases, all physical documents are securely stored away when not used.
	DDoS attacks	Netcompany has purchased DDoS protection from Netcompany's ISP for the Internet lines.
	Disposal of physical material	All physical material e.g. documents containing personal data are disposed of in locked bins and shredded.
	Encryption	All computers, e-mails and back-ups are encrypted, and guidelines are implemented to secure that data on mobile devices are encrypted as well. Furthermore, AES-128 encryption is used on printers.
	Endpoint security	Endpoint security is established through anti-virus programmes, weekly system updates, software alerts with more.
	Firewalls	Firewalls are installed to protect against unauthorised access.
	IAM	Identity and Access Management is implemented by use of individual user accounts.
	Information exchange	In relation to data hosted by Netcompany, data is encrypted and encryption keys is communicated separately or in a different manner with respect to the data content and as agreed with the customer/stakeholder. An MPLS connection will always be the preferred form of connection. Alternatively, a site-2-site VPN connection may be set up between the customer and their environment at Netcompany.
	Logging	Information about user identity and time of action is logged and takes place on all customer systems, as well as internal systems where access to sensitive information is possible.
	Network segmentation	All systems are kept isolated from each other and all network equipment is provided by Cisco.
	Non-disclosure agreements	NDA's form part of the agreements with employees, external consultants and other business partners that processes personal data on behalf of Netcompany.
	Protection from malware	Antivirus software is installed on all computers and all downloaded software is monitored.
	Registration of guests	All guests must wear a visible badge stating that they are visitors.
	Secure disposal of equipment	All disposable equipment is properly cleaned of all information before disposal.
	Separation of development, test, and production	Development, test, and production environments are separated from each other in accordance with contractual obligations and relevant risk assessments.
	Withdrawal of access rights	Access rights are withdrawn when an employment or business relationship is terminated or if an employee is transferred to a different project.

Netcompany

Data availability	Back-up	Netcompany works with a complete solution for backup, restore and archiving operations. A combination of local and remote backup is key to the architecture. Thus, data is protected at Netcompany's primary data centre, while a full copy is always kept at Netcompany's secondary data centre. Netcompany makes one daily backup of agreed systems. Six incremental backups and one full backup are made each week. Netcompany saves backup data for 35 days – this can be adapted to suit the customer.
	Maintenance of equipment and systems	All Netcompany equipment is maintained on an on-going basis.
	Power supply security	The data centres have redundant solutions for mains power, UPSs and cooling. Guidelines for cabling to power supplies for equipment, together with the annual testing of A/B feed, ensure correct function and setup. Regarding internal servers, main power and UPSs are not redundant in the server room. Cooling uses the same refrigerant strand but is redundant at both ends of this.
	Server rooms	Best Practice is applied when siting IT equipment in server rooms/on data centre premises.
	Software updates and patching	All computer software is regularly updated and patched.
	Code Review	All new code or changes to existing code is appropriately reviewed and approved by another employee than the developer.
	Testing of code	The extent of testing is agreed with the customer individually.
Personnel	Awareness	All employees are obligated to read and confirm that they have read Netcompany's security policy, procedures, and privacy policies.
	Criminal records	Clean criminal records are required for critical positions.
Physical security	Burglar alarms	Alarms are installed at all physical premises to prevent theft or vandalism.
	Fire prevention	Fire extinguishers are placed at all of Netcompany's offices.
	Video surveillance	All entrances on Netcompany's premises are monitored by video surveillance.
Policies, procedures, and security organisation	Laws and regulation	Continuous follow-up on current and new legislation and practices.
	Policies regarding use of electronic devices	Guidelines are implemented to secure a safe use of electronic devices and all employees are required to read and follow the guidelines.
	Privacy Policy	All employees are required to read and follow Netcompany's Privacy Policy containing guidelines on how to process personal data in compliance with the GDPR and national regulations.
	Security incidents	Netcompany has implemented a strict security incident procedure, which all employees are obligated to read and follow.
	Security policy	The security policy is revised annually and updated as needed.
	Security organisation	Consisting of a security committee, security officers and security managers who meet on a regular basis to discuss the general security.



Appendix 3

Usage of Artificial Intelligence

EASLEY®

Netcompany

Table of contents

1 INTRODUCTION.....34

2 ROLES AND RESPONSIBILITIES34

3 AI LITERACY34

4 PROHIBITED AI PRACTICES35

5 HIGH-RISK AI SYSTEM35

6 TRANSPARENCY OBLIGATIONS35

7 POWER TO REQUEST DOCUMENTATION AND INFORMATION.....36

1 INTRODUCTION

- 1.1 This Appendix aims to describe the roles and responsibilities of the Customer and Netcompany, the classification of EASLEY as an AI system given the Customer's intended use as set out in Clause 5.4 of Appendix 3 – Usage of Artificial Intelligence, and Netcompany's general approach to compliance with the requirements of the AI Act to AI literacy, transparency, prohibited AI practices, and documentation for EASLEY.
- 1.2 The following clauses in the AI Act are considered in connection with the description, classification, assessment, and documentation of EASLEY:
 - a) Article 3 – Definitions
 - b) Article 4 – AI Literacy
 - c) Article 5 – Prohibited AI practices
 - d) Article 6 – Classification rules for high-risk AI systems
 - e) Article 50 – Transparency obligations for providers and deployers of AI systems
 - f) ANNEX I – List of Union harmonisation legislation
 - g) ANNEX III – High-risk AI systems referred to in Article 6(2)
- 1.3 Furthermore, in order to comply with the GDPR and to support the Customer's use of EASLEY as Data Controller, the Parties have entered into the Appendix 2 - Data Processing Agreement as part of the Agreement.
- 1.4 Further details about Netcompany's approach to AI systems are provided in the joint whitepaper "Responsible Use of AI Assistants in the Public and Private Sectors" offering guidance and in-depth descriptions of how AI assistants, such as EASLEY, can be developed, implemented, and used both innovatively and responsibly within existing legislation, such as the GDPR and the AI Act.

ROLES AND RESPONSIBILITIES

- 1.5 EASLEY qualifies as an AI system in accordance with the definitions set out in AI Act, Articles 3(1) and 3(3). As Netcompany has developed and implemented the AI System, Netcompany observes and adheres to the obligations of System Providers under the AI Act. EASLEY uses an external AI general-purpose model developed by a third-party Model Provider.
- 1.6 Netcompany recognises its role and responsibility as a downstream AI System Provider along the AI value chain and commits to maintaining a good understanding of the Models available to the Customer in terms of their capabilities, both to enable a responsible and well-documented integration of such Models into EASLEY and to fulfil the applicable obligations under the AI Act.
- 1.7 The Customer acts as the System Deployer and must adhere to the applicable requirements related to such role under the AI Act, as well as any other Customer specific regulation related to the Customer's area of operation.
- 1.8 Netcompany commits to staying aware of the information available at any given time from Model Providers upon request in the form of technical documentation and understands the allocation of legal requirements amongst and between Model Providers (i.e. external developers of the Models), System Providers (i.e. Netcompany), and Systems Deployers (i.e. the Customer) – generally, Model Providers must build the fundamental infrastructure, Systems Providers must adapt these tools for their specific context, and System Deployers must adhere to and apply these rules and guidelines during operation.

AI LITERACY

- 1.9 As set out in the AI Act, System Providers and System Deployers shall take measures to ensure, to their best extent, a sufficient level of AI Literacy of their staff and other persons dealing with the operation and use of AI systems on their behalf, taking into account their technical knowledge, experience, education and training and the context the AI systems are to be used in, and considering the persons or groups of persons on whom the AI systems are to be used.
- 1.10 In connection with the implementation of EASLEY, Netcompany will prepare and deliver relevant training material to the Customer in accordance with the requirements of the AI Act, Article 4, as set out in Clause 3.1 and in consideration of the guidance published by the European Commission ('Living Repository of AI Literacy Practices'³).
- 1.11 If the Customer requires additional assistance or measures to be taken by Netcompany, the Customer can request such which Netcompany will provide as a Consultancy Service.

³ <https://digital-strategy.ec.europa.eu/en/library/living-repository-foster-learning-and-exchange-ai-literacy>

PROHIBITED AI PRACTICES

- 1.12 The AI Act, Article 5, includes a list of certain AI practices which are prohibited.
- 1.13 Based on the Customer's intended use of EASLEY as informed by the Customer to Netcompany through the warranties provided within Schedule A (Request for Information), the explicitly warrants to Netcompany that it will comply with the AI Act, Article 5, meaning that the Customer and its End Users will not use EASLEY for any prohibited AI practice, unless any exception applies to the Customer in which case the Customer shall notify Netcompany by filling out and delivering Schedule B (High-risk AI System Evaluation) to Netcompany as soon as possible and prior to any change in the Customer's actual use of EASLEY (see also Clause 1.2 of Schedule A).

HIGH-RISK AI SYSTEM

- 1.14 As set out in the AI Act, Article 6(1), an AI system is considered to be high-risk where both of the following conditions are fulfilled:
- (i) the AI system is intended to be used as a safety component of a product, for the AI system is itself a product, covered by the Union harmonisation legislation listed in the AI Act, Annex I; and
 - (ii) the product whose safety component pursuant to point (a) is the AI system, or the AI system itself as a product, is required to undergo a third-party conformity assessment, with a view to the placing on the market or the putting into service of that product pursuant to the Union harmonisation legislation listed in the AI Act, Annex I.
- 1.15 In addition, and as set out in the AI Act, Article 6(2), AI systems referred to in Annex III (as may be amended by the European Commission as set out in the AI Act, Article 7) shall be considered high-risk.
- 1.16 Nevertheless, an AI system referred to in the AI Act, Annex III, shall not be considered high-risk where it does not pose a significant risk of harm to the health, safety, or fundamental rights of natural persons, including by not materially influencing the outcome of decision-making. This shall apply where any of the following conditions are fulfilled (as may be amended by the European Commission as set in Article 6 (6)(7) of the AI Act):
- (iii) the AI system is intended to perform a narrow procedural task;
 - (iv) the AI system is intended to improve the result of a previously completed human activity;
 - (v) the AI system is intended to detect decision-making patterns or deviations from prior decision-making patterns and is not meant to replace or influence the previously completed human assessment, without proper human review; or
 - (vi) the AI system is intended to perform a preparatory task to an assessment relevant for the purposes of the use cases listed in the AI Act, Annex III.
- 1.17 Notwithstanding the above, an AI system referred to in the AI Act, Annex III shall always be considered high-risk where the AI system performs profiling of natural persons.
- 1.18 Based on the Customer's intended use of EASLEY as informed by the Customer to Netcompany through the warranties provided within Schedule A (Request for Information), EASLEY as deployed by the Customer shall not be considered a high-risk AI system. As such, the AI Act, Chapter III, does not apply.
- 1.19 If the Customer's intended or actual use of EASLEY classifies EASLEY as a high-risk AI system as set out in the AI Act, Article 6 and as listed above, the Customer shall immediately inform Netcompany of such, due to the additional high-risk obligations imposed on Netcompany and the Customer in accordance with the AI Act, Chapter III.
- 1.20 If EASLEY is (re)classified as a high-risk AI system as set out in Clause 1.19, the Customer's justification for the (re)classification of EASLEY and the applicable compliance with the AI Act, Chapter III, shall be documented in Appendix 3 – Usage of Artificial Intelligence, Schedule B (High-risk AI System Evaluation). Netcompany is required to assist the Customer with filling in the documentation, and such assistance shall be considered a Consultancy Service.

TRANSPARENCY OBLIGATIONS

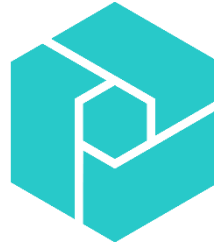
- 1.21 As set out in the AI Act, Article 50, System Providers shall ensure that AI systems intended to interact directly with natural persons are designed and developed in such a way that the natural persons concerned are informed that they are interacting with an AI system, unless this is obvious from the point of view of a natural person who is reasonably well-informed, observant and circumspect, taking into account the circumstances and the context of use.

Netcompany

- a) EASLEY is accessed by an End User through direct interaction with an interface and are presented with AI-generated text and/or code. End Users provide input data through free prompts, to which EASLEY generates output. Input data is not used as training data and output is not published or shared externally. End-users are explicitly informed that they are interacting with an AI system via e.g. a system notice identifying it as a "virtual assistant".
- 1.22 Given the Customer's intended use of EASLEY as informed by the Customer to Netcompany, including, amongst others, the fact that End Users are well-informed, observant, and circumspect, and taking into account the circumstances and the context of use, as well as the indicators in EASLEY, no additional information requirements are necessary.
- 1.23 If the Customer deems it necessary to require additional information in order for the End Users to be fully informed that they are interacting with an AI system through their use of EASLEY, the Customer shall immediately inform Netcompany of such, due to the additional obligations imposed on Netcompany and the Customer in accordance with the AI Act, Article 50. Netcompany is required to assist the Customer with the compliance requirements as set out in the AI Act, Article 50, and such assistance shall be considered a Consultancy Service.

POWER TO REQUEST DOCUMENTATION AND INFORMATION

- 1.24 Netcompany may at any time request the Customer to provide any and all documentation or any additional information for the purpose of assessing the Customer's usage of EASLEY to audit the Customer's compliance with the AI Act and/or for price verification purposes.



Appendix 4 Fees & Pricing

EASLEY®

Netcompany

Table of contents

1 INTRODUCTION.....39

2 USE OF EASLEY39

3 CONSULTANCY SERVICES39

1 INTRODUCTION

- 1.1 The general fees and pricing terms for the Customer's use of EASLEY and set out in Appendix 1 – Service Terms.
- 1.2 The specific fees and pricing for the use of EASLEY are set out in this Appendix 4 – Pricing and may be revised by Netcompany to ensure up-to-date information of current and new features, including applicable pricing e.g. related to fees related to Service Providers and Model Providers.

USE OF EASLEY

1.3 GENERAL

- a) The fee for the Customer's use of EASLEY may vary depending on the Customers intended and actual use of EASLEY.
- b) The fee for the use consists of a subscription fee for EASLEY and, if applicable, third-party costs e.g. token costs.
- c) All fees are in local currency without VAT or other taxes, unless otherwise is stated specifically.

1.4 EASLEY

- a) The Customer shall for the use of EASLEY pay the subscription fee as set out below:

Item	Description	Prices
1	EASLEY subscription fee	[●]

1.5 MODEL USE (TOKENS)

- a) The Customer shall for the use of EASLEY and the underlying Model use pay the at all times applicable third-party cost (token cost) for the use of the subscribed Model. The cost of each token use shall be invoiced as a 'pass-through' fee without any markup by Netcompany, unless otherwise agreed.
- b) If the Customer's consumption during a Term is below the Minimum Purchase Obligation set out in the Order Form, Netcompany will invoice the Customer the remaining part of the Minimum Purchase Obligation based on the price for a token at the end of the applicable Term.
- c) As soon as an output is sent to the Customer (i.e. triggers a use of a token), it is considered delivered by Netcompany and can be invoiced by Netcompany. If an input uses multiple tokens to generate the output (e.g. image generation or similar), such shall be considered as multiple token uses.

CONSULTANCY SERVICES

1.6 PRICE MODELS

- a) Consultancy Services can be provided based on the different price models as set out below.
- b) **Time & Material (T/M)**
 - 1.6.b.1 Consultancy Services delivered under the price model time and material are invoiced based on the actual number of hours and materials spent in delivering the Consultancy Services. To the extent hourly rates are set out in the Agreement, they are used in the calculation.
 - 1.6.b.2 Only effective and necessary time spent by Netcompany in connection with fulfilment of a Consultancy Service may be invoiced. Hours spent by Netcompany personnel shall be registered with a precise specification of the work performed. The specification shall include the name and category of the staff members who have done the work.
 - 1.6.b.3 Netcompany shall use the right categories of employees for Consultancy Services whenever this is appropriate to achieve the lowest possible rates without, however, compromising the quality of the Services.
 - 1.6.b.4 For all Consultancy Orders which are delivered according to time and material, Netcompany shall be obliged to provide the Customer with an estimate of the hours to be spent and the applicable fee. The estimate as well as any revised estimate(s) shall be broken down into the activities to be performed in the Consultancy Order. Netcompany shall seek to ensure that the initial estimate as well as any revised estimate is adequate and reasonable based upon the information provided by the Customer and the Consultancy Services stated in the applicable Consultancy Order.

Netcompany

1.6.b.5 Netcompany shall from time to time reassess the estimate. Every month during the Consultancy Order, as part of the agreed status reporting, Netcompany shall submit a follow up for the previous month and a revised estimate for the remaining period. Any deviation upwards in relation to the initial estimate or the latest revised estimate, whichever is applicable, provided must be substantiated. If the Customer has any comments on the revised estimate, Netcompany shall be notified in writing without undue delay.

1.6.b.6 Netcompany shall notify the Customer if Netcompany expects that the initial or the latest revised estimate, whichever is applicable, will be exceeded. Such notification shall include a detailed explanation of the cause of the expected excess and a detailed revised estimate for the remaining part of the work.

1.7 EXPENSES

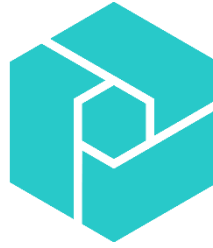
a) Costs, milage, travel costs expenses and outlays e.g. food and accommodation expenses are invoiced in addition to the charges for the Consultancy Services, regardless of the price model. Extraordinary expenses must be approved by Customer in advance. Netcompany must reasonably reduce transport costs.

1.8 RATE CARD

a) All rates are presented in GBP excluding VAT.

Rate Card Level (see definitions below)	DK	PL	GR	VN
Partner, Principal & Manager	[•]	[•]	[•]	[•]
Senior	[•]	[•]	[•]	[•]
Consultant	[•]	[•]	[•]	[•]

Rate Card Level	Definition
Partner, Principal & Manager	This Rate Card level maps to corresponding titles in Netcompany e.g.: <i>Partner, Principal, Principal Architect, Manager, Test Manager, Lead Developer, Managing Architect, Master, Operations Manager</i>
Senior	This Rate Card level maps to corresponding titles in Netcompany e.g.: <i>Senior Consultant, Senior Architect, Senior Business Consultant, Senior Interface Consultant, Operations Senior</i>
Consultant	This Rate Card level maps to corresponding titles in Netcompany e.g.: <i>Analyst, Consultant, Business Consultant, Test Specialist</i>



Appendix 5 Constultancy Order Template

EASLEY®

Netcompany

Table of contents

1 INTRODUCTION.....43

2 STATEMENT OF WORK.....43

3 SIGNATURES.....44

SCHEDULE 6.1. – SPECIFICATION OF SERVICES45

SCHEDULE 6.2. – TIME SCHEDULE46

SCHEDULE 6.3. – PRICING47

1 INTRODUCTION

No.	Title	Customer	Date	Customer responsible	Netcompany responsible
[•]	[•]	[•]	[•]	[•]	[•]

- 1.1 This Consultancy Order is entered into under and as part of the Agreement. Under the Consultancy Order, Netcompany shall deliver the Services as further specified herein.
- 1.2 Except as specifically set out in the Consultancy Order, any and all terms of the Agreement shall apply to the Consultancy Services under the Consultancy Order. Abbreviations and capitalized terms used herein shall, unless otherwise defined herein, have the meaning ascribed to them in the Agreement.

STATEMENT OF WORK

Consultancy Order		
1. Scope of Services <i>(Specifications to be detailed in Schedule 6.1.)</i>	High level description of the objectives, scope, and deliverables:	[•]
2. Sub-contractors <i>(Specifications to be detailed in Schedule 6.1.)</i>	Sub-contractors, their scope of work and responsibilities	[•]
3. Milestones <i>(Time schedule to be detailed in Schedule 6.2.)</i>	Time schedule	[•]
	Essential milestones to be tracked in the SOW.	[•]
	End date:	[•]
4. Tests and acceptance criteria <i>(If relevant)</i>	Type of tests to be performed:	[•]
	Acceptance criteria:	[•]
5. Payment model <i>(Payment model and payment plan (if any) to detailed in Schedule 6.3)</i>	Payment model as described in Schedule 6.3 - Prices.	[•]
	Price/estimate:	[•]
	Geographical split	[•]
	Payment milestones in case of Fixed Price:	[•]
	Agreed expenses subject to Appendix Schedule 6.3 – Prices.	[•]
6. Place of delivery and work hours	Workplace:	[•]
	Service hours: <i>(Specify if other than normal local office hours in Denmark apply)</i>	[•]

Netcompany

7. Project organisation <i>(Organisation diagram may be included in Schedule 6.1)</i>	Netcompany personnel and contact data:	[•]
	Customer personnel and contact data:	[•]
	Meeting frequency:	[•]
	Agreed absence for named resources (specify, if any):	[•]
8. Costumer obligations <i>(Specifications to be detailed in Schedule 6.1.)</i>	Customer obligations to be specified:	[•]
9. External dependencies and assumptions <i>(Specifications to be detailed in Schedule 6.1.)</i>	List, if any:	[•]
10. Deviations to the Agreement	List of deviations to the Agreement:	[•]
11. Appendices <i>(To be finalized based on appendices to final Consultancy Order)</i>	List of appendices to the SOW:	Schedule 6.1: Specification of Services Schedule 6.2: Time Schedule Schedule 6.3: Pricing

SIGNATURES

1.3 Each of the Customer and Netcompany have caused the Consultancy Order to be signed and delivered by its duly authorised representative.

Netcompany		Customer	
Date:	[Insert: Date]	Date:	[Insert: Date]
Name:		Name:	
Title:		Title:	

SCHEDULE 6.1. – SPECIFICATION OF SERVICES

Instruction:

Netcompany to describe and refine the selected work that is to be delivered, including any specific test process to be followed, the detailed project organisation (project managers, project team members, standard reporting and steering group members), documentation and training to the Customer's personnel, and/or any specific assumptions or dependencies on systems, the Customer or other external matters outside Netcompany's control not already described in the main part of the Consultancy Order).

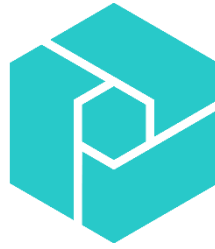
SCHEDULE 6.2. – TIME SCHEDULE

Instruction:

Netcompany to propose and insert a detailed project plan with commencement date, relevant gates, milestones, or critical milestones, as applicable, as well as a high level test schedule, if relevant.

SCHEDULE 6.3. – PRICING

Time and Material	
Service	Estimate (GBP)
[•]	[•]
[•]	[•]
[•]	[•]
Rates (only relevant if other rates than set out in Appendix 5 apply)	
Role [•]	[•]
Role [•]	[•]
Role [•]	[•]
Payment plan	
Monthly in arrears, unless otherwise agreed	
Notes	



Schedule A

Request for Information

EASLEY®

Netcompany

Table of contents

1 INTRODUCTION.....50

2 INTENDED USE50

1 INTRODUCTION

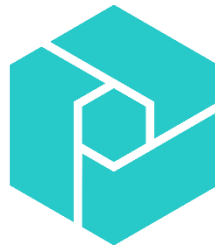
- 1.1 The following information constitutes the information necessary to evaluate whether an AI system is considered high-risk as set out in the AI Act, Article 6 and Annex III. The information is collected to ensure that the Customer's use of EASLEY complies with the requirements to AI systems under the AI Act.
- 1.2 The Customer shall promptly notify Netcompany in case of any changes to the Customer's use of EASLEY i.e. the information provided below. The Customer's notification shall be made to Netcompany by the Customer filling out and delivering Schedule C (High-risk AI System Evaluation) to Netcompany as soon as possible and prior to any change in the Customer's actual use of EASLEY.

INTENDED USE

- 1.3 The Customer and its End Users does not intend to use EASLEY for any prohibited AI practice as set out in the AI Act, Article 5.
- 1.4 The Customer does not intend use EASLEY as a safety component of a product, or a product itself, covered by the EU harmonisation legislation listed in the AI Act, Annex I; and if so, EASLEY is not required to undergo a third-party conformity assessment, with a view to the placing on the market or the putting into service of that product pursuant to the Union harmonisation legislation listed in the AI Act, Annex I.
- 1.5 The Customer does not intend to use EASLEY in connection with biometrics, including remote biometric identification systems, biometric categorisation, or emotion recognition.
- 1.6 The Customer does not intend to use EASLEY in connection with critical digital infrastructure, including but not limited road traffic, supply of water, supply of heating, supply of electricity etc.
- 1.7 The Customer does not intend to use EASLEY in connection with educational and vocational training. This includes but it is not limited to the following types of uses:
 - a) To determine access or admission or to assign natural personal to educational and vocational training institutions at all levels;
 - b) To evaluate learning outcomes, including when those outcomes are used to steer the learning process of natural persons in educational and vocational training institutions at all levels;
 - c) For the purpose of assessing the appropriate level of education that an individual will receive or will be able to access, in the context of or within educational and vocational training institutions at all levels; and
 - d) For monitoring and detecting prohibited behaviour of students during tests in the context of or within educational and vocational training institutions at all levels.
- 1.8 The Customer does not intend to use EASLEY in connection with employment, workers' management and access to self-employment. This includes but it is not limited to the following types of uses:
 - a) For the recruitment or selection of natural persons, in particular to place targeted job advertisements, to analyse and filter job applications, and to evaluate candidates;
 - b) To make decisions affecting terms of work-related relationships, the promotion or termination of work-related contractual relationships, to allocate tasks based on individual behaviour or personal traits or characteristics or to monitor and evaluate the performance and behaviour of persons in such relationships
- 1.9 The Customer does not intend to use EASLEY in connection with access to and enjoyment of essential private services and essential public services and benefits. This includes but it is not limited to the following types of uses:
 - a) by public authorities or on behalf of public authorities to evaluate the eligibility of natural persons for essential public assistance benefits and services, including healthcare services, as well as to grant, reduce, revoke, or reclaim such benefits and services;
 - b) to evaluate the creditworthiness of natural persons or establish their credit score, with the exception of AI systems used for the purpose of detecting financial fraud;
 - c) for risk assessment and pricing in relation to natural persons in the case of life and health insurance; and
 - d) to evaluate and classify emergency calls by natural persons or to be used to dispatch, or to establish priority in the dispatching of, emergency first response services, including by police, firefighters and medical aid, as well as of emergency healthcare patient triage systems.
- 1.10 The Customer does not intend to use EASLEY in connection with law enforcement. This includes but it is not limited to the following types of uses:

Netcompany

- a) by or on behalf of law enforcement authorities, or by EU institutions, bodies, offices or agencies in support of law enforcement authorities or on their behalf to assess the risk of a natural person becoming the victim of criminal offences;
 - b) by or on behalf of law enforcement authorities or by EU institutions, bodies, offices or agencies in support of law enforcement authorities as polygraphs or similar tools;
 - c) by or on behalf of law enforcement authorities, or by EU institutions, bodies, offices or agencies, in support of law enforcement authorities to evaluate the reliability of evidence in the course of the investigation or prosecution of criminal offences;
 - d) by law enforcement authorities or on their behalf or by EU institutions, bodies, offices or agencies in support of law enforcement authorities for assessing the risk of a natural person offending or re-offending not solely on the basis of the profiling of natural persons, or to assess personality traits and characteristics or past criminal behaviour of natural persons or groups; and
 - e) by or on behalf of law enforcement authorities or by EU institutions, bodies, offices or agencies in support of law enforcement authorities for the profiling of natural persons in the course of the detection, investigation or prosecution of criminal offences.
- 1.11 The Customer does not intend to use EASLEY in connection with migration, asylum and border control management. This includes but it is not limited to the following types of uses:
- a) by or on behalf of competent public authorities or by institutions, bodies, offices or agencies as polygraphs or similar tools;
 - b) by or on behalf of competent public authorities or by EU institutions, bodies, offices or agencies to assess a risk, including a security risk, a risk of irregular migration, or a health risk, posed by a natural person;
 - c) by or on behalf of competent public authorities or by EU institutions, bodies, offices or agencies to assist competent public authorities for the examination of applications for asylum, visa or residence permits and for associated complaints with regard to the eligibility of the natural persons applying for a status, including related assessments of the reliability of evidence; and
 - d) by or on behalf of competent public authorities, or by EU institutions, bodies, offices or agencies, in the context of migration, asylum or border control management, for the purpose of detecting, recognising or identifying natural persons, with the exception of the verification of travel documents.
- 1.12 The Customer does not intend to use EASLEY in connection with the administration of justice and democratic processes. This includes but it is not limited to the following types of uses:
- a) by a judicial authority or on their behalf to assist a judicial authority in researching and interpreting facts and the law and in applying the law to a concrete set of facts, or to be used in a similar way in alternative dispute resolution; and
 - b) for influencing the outcome of an election or referendum or the voting behaviour of natural persons in the exercise of their vote in elections or referenda. This does not include AI systems to the output of which natural persons are not directly exposed, such as tools used to organise, optimise or structure political campaigns from an administrative or logistical point of view.



Schedule B

High-risk AI System Evaluation

EASLEY®

Netcompany

Table of contents

1 INTRODUCTION.....54

2 CHANGE IN INTENDED USE.....54

3 EVALUATION OF INTENDED USE56

1 INTRODUCTION

- 1.1 The following is to be used by the Customer to notify Netcompany about a change in the information provided in Schedule A - Request for Information - to allow for a re-evaluation of EASLEY to be conducted based on the change in the Customer's intended use of EASLEY.

CHANGE IN INTENDED USE

- 1.1 The Customer has identified the following intended use(s) of EASLEY:

Type of use	Check box if yes
Prohibited practices (AI Act, Article 5)	
Purposefully manipulative or deceptive techniques with aim or effect of impairing End Users ability to make an informed decision	☐
Exploiting vulnerabilities of a natural person or a specific group of persons due to their age, disability or a specific social or economic situation	☐
Valuating or classifying natural persons or groups of persons over a certain period of time based on their social behaviour or known, inferred or predicted personal or personality characteristics (i.e. social score)	☐
Making risk assessments of natural persons in order to assess or predict the risk of a natural person committing a criminal offence	☐
Creating or expanding facial recognition databases through the untargeted scraping of facial images from the internet or CCTV footage	☐
Inferring emotions of a natural person in the areas of workplace and education institutions	☐
Categorising individually natural persons based on their biometric data to deduce or infer their race, political opinions, trade union membership, religious or philosophical beliefs, sex life or sexual orientation	☐
'Real-time' remote biometric identification systems in publicly accessible spaces for the purposes of law enforcement	☐
High-risk use-cases (AI Act, Article 6)	
Safety component AND required to undergo a third-party conformity assessment	☐
Biometrics	☐
Critical digital infrastructure	☐
Educational and vocational training	☐
Employment, workers' management and access to self-employment	☐
Access to and enjoyment of essential private services and essential public services and benefits	☐
Law enforcement	☐
Migration, asylum and border control management	☐
Administration of justice and democratic processes	☐

Description of new intended use(s):	
Does the intended use involve profiling of natural persons?	Yes ☐ / No ☐
Does the intended use pose a significant risk of harm to the health, safety or fundamental rights of natural persons, including by materially influencing the outcome of decision making?	Yes ☐ / No ☐
Do any of the following apply to the intended use(s)?	Check box if yes
Derogation (AI Act, Article 6)	
The intention is to perform a narrow procedural task	☐
The intention is to improve the result of a previously completed human activity	☐
The intention is to detect decision-making patterns or deviations from prior decision-making patterns and not to replace or influence the previously completed human assessment, without proper human review	☐
The intention is to perform a preparatory task to an assessment relevant for one of the uses listed above (please indicate which use-case)	☐

EVALUATION OF INTENDED USE

- 1.2 Based on the information provided in Clause 2, the following will evaluate whether i) the Customer's intended use of EASLEY constitutes a prohibited practice as set out in the AI Act, Article 5, and/or ii) the Customer's intended use of EASLEY classifies EASLEY as a high-risk AI system due to its status as a safety component as set out in the AI Act, Article 6(1), and/or, ii) the Customer's intended use of EASLEY classifies EASLEY as a high-risk AI system due to its use-case being listed in Annex III as set out in the AI Act, Article 6(2) and 6(3).
- 1.3 Furthermore, if Article 6(2) applies to the Customer's intended use of EASLEY, the following may also include an evaluation of whether the derogation from Article 6(2) as set out in Article 6(3) applies, thereby deeming EASLEY a non-high-risk AI system.

1.4 PROHIBITED PRACTICE

- 1.5 **[INSERT ASSESSMENT]** – Consider:
- a) The type of prohibited practice
 - b) The likelihood of causing person(s) "significant harm"
 - c) Exceptions/additional conditions e.g. social score must be detrimental/unfavourable, biometrics identification systems for the purpose of law enforcement may be permitted in a number of cases; or inferring emotions in the workplace or education institutions may be permitted if for medical or safety reasons.

[INCLUDE IF PROHIBITED PRACTICE]

- 1.6 As the Customer's intended use of EASLEY is prohibited by the AI Act, Article 5, the Customer is prevented from deploying EASLEY for the intended purpose. The Customer acknowledges this assessment and its obligations under Clause 11.6 of Appendix 1 (Service Terms) to comply with the AI Act in its intended and actual use of EASLEY.

[INCLUDE IF NOT PROHIBITED PRACTICE]

- 1.7 As the Customer's intended use of EASLEY is in fact not prohibited by the AI Act, Article 5, the Customer is not prevented from deploying EASLEY for the intended purpose. The Customer acknowledges this assessment and its obligations under Clause 11.6 of Appendix 1 (Service Terms) to comply with the AI Act in its intended and actual use of EASLEY at all times.

1.8 SAFETY COMPONENT CONDITIONS

- 1.9 **[INSERT ASSESSMENT]** – Consider
- a) Is the "product"/use/safety component covered by one or more of the legislations listed in Annex I or not?

[INCLUDE IF SAFETY COMPONENT]

- 1.10 As the Customer's intended use of EASLEY classifies EASLEY as a high-risk AI system due to its status as a safety component (i.e. listed in Annex I) as set out in the AI Act, Article 6(1), the evaluation does not take into consideration the likelihood of Article 6(2) and Article 6(3) applying.
- 1.11 The Customer's intended use of EASLEY as a safety component means EASLEY must comply with the applicable requirements for high-risk AI systems mentioned in the AI Act, Article 6(1) (i.e. listed in Annex I) as set out in the AI Act, Articles 102 to 109, and Article 112.
- 1.12 The Customer is obligated to inform Netcompany of the resulting compliance requirement arising from other legislation as set out in the AI Act, Articles 102 to 109 and Article 112. Netcompany is required to assist the Customer with changes to EASLEY if necessary to achieve applicable compliance requirements, and such assistance shall be considered a Consultancy Service.

[INCLUDE IF NOT SAFETY COMPONENT BUT ONLY IF RELEVANT, e.g. if box for prohibited practice is ticked but it is also relevant to assess whether it is listed in Annex III.]

- 1.13 As the Customer's intended use of EASLEY does not classify EASLEY as a high-risk AI system on account of its status as a safety component in accordance with Article 6(1) of the Act, the evaluation shall furthermore include consideration of whether Article 6(2) of the AI Act (i.e. high-risk use-cases listed in Annex III) applies.

1.14 ANNEX III USE CASES

- 1.15 **[INSERT ASSESSMENT]** – Consider
- a) Is the use-case actually listed in Annex III? Do any and/or all of the conditions apply/any of the exceptions within Annex III apply?

- b) Does the preamble elaborate on the exact use-case which is covered?
- c) Has the EU Commission provided any guidance on use-case examples (not published at the time of writing this however EU Commission is due to publish by 2 February 2026)?

[INCLUDE IF ASSESSMENT IS HIGH-RISK, i.e. check if exception applies]:

- 1.16** As the Customer's intended use of EASLEY classifies EASLEY as a high-risk AI system on account of its use-case being listed in Annex III of the AI Act, the evaluation shall furthermore include consideration of whether Article 6(3) of the AI Act (i.e. the derogation from paragraph 2) applies.

[INCLUDE IF ASSESSMENT IS NOT HIGH-RISK]:

- 1.17** As the Customer's intended use of EASLEY does not classify EASLEY as a high-risk AI system on account of its use-case being listed in Annex III of the AI Act, the evaluation does not need to take into consideration the likelihood of the Article 6(3) of the AI Act (i.e. the derogation from paragraph 2) applying.

1.18 ARTICLE 6 DEROGATION

- 1.19** [INSERT ASSESSMENT] – Consider

- a) Does the intended use pose a significant risk of harm to the health, safety or fundamental rights of natural persons, including by not materially influencing the outcome of decision making?
- b) The above is defined by one of the following conditions being fulfilled:
 - AI system is intended to perform a narrow procedural task
 - AI system is intended to improve the result of a previously completed human activity
 - AI system is intended to detect decision-making patterns or deviations from prior decision-making patterns and is not meant to replace or influence the previously completed human assessment, without proper human review
 - AI system is intended to perform a preparatory task to an assessment relevant for the purposes of the use cases listed in Annex III.
- c) However, if the AI system performs profiling of natural persons, none of the above can be used as an exception, and the system is considered high-risk regardless.

[INCLUDE IF HIGH-RISK, i.e. exception does not apply]

- 1.20** As none of the conditions within Article 6(3) apply to the intended use of EASLEY by the Customer, it is determined that EASLEY is classified as a high-risk AI system and thereby must comply with the applicable requirements for high-risk AI systems as set out in the AI Act, Chapter 3, including the requirements to registration with the relevant authorities in accordance with Article 49(1), Article 71, and in line with Annex VIII Section A (as well as Article 49(3) and Annex VIII, Section C when and if relevant)⁴.

[INCLUDE IF HIGH-RISK, i.e. exception DOES apply however there is profiling of natural persons]

- 1.21** Regardless of the assessment that the intended use of the Customer would not result in EASLEY posing a significant risk of harm including by not materially influence the outcome of decision-making, the intended use involves the profiling of natural persons which deems EASLEY a high-risk AI system as set out in the AI Act, Article 6(3).
- 1.22** For the reason above, it is determined that EASLEY is classified as a high-risk AI system and thereby must comply with the applicable requirements for high-risk AI systems as set out in the AI Act, Chapter 3 including the requirements to registration with the relevant authorities in accordance with Article 49(1), Article 71, and in line with Annex VIII Section B (as well as Article 49(3) and Annex VIII, Section C when and if relevant)⁵.

[INCLUDE IF NOT HIGH-RISK, i.e. exception applies and there is no profiling of natural persons]

- 1.23** In accordance with the obligations imposed by Article 6(4) of the AI Act the following evaluation shall constitute documentation of the assessment that the Customer's intended use of EASLEY does not classify EASLEY as a high-risk AI system and is to be submitted to the relevant authority in accordance with the registration requirements of a provider of AI Systems set out in the AI Act, Article 6(4), Article 49(2), Article 71, and in line with Annex VIII, Section B.

⁴ Note: only relevant if the Customer (i.e. deployer is a "public authority or EU institution")

⁵ Note: only relevant if the Customer (i.e. deployer is a "public authority or EU institution")

Netcompany



AMPLIO/AMI On-prem License Agreement

1 PARTIES

This agreement including Appendix 1 – Licence Terms ("**Agreement**") regarding Customer's right to use **AMPLIO/AMI** (in its current, future, or any other version) (the "**Licensed Software**") is entered into between:

- (1) Netcompany A/S, CVR-no. 14 81 48 33, Strandgade 3, DK-1401 Copenhagen, Denmark ("**Netcompany**"); and
- (2) [REDACTED], CVR-no. [REDACTED], [REDACTED], [REDACTED] ("**Customer**").

Netcompany and Customer are collectively referred to as the "**Parties**" and separately as a "**Party**".

2 SOFTWARE AND FEES

- 2.1 Customer is granted a right to use the following Licensed Software subject to payment of the license fee as specified below:

SOFTWARE	LICENSE FEE (GBP exclusive of VAT)
Netcompany AMPLIO .NET/JAVA – Version 1.0 Netcompany AMI	GBP [REDACTED] (One-time fee)

- 2.2 Customer may exercise the Agreement's options subject to payment as specified below:

OPTIONS	FEE'S (GBP exclusive of VAT)
Exit option	GBP [REDACTED] (One-time fee)
Software Assurance	GBP [REDACTED] (Monthly fee)

- 2.3 The license fee is invoiced upon execution of the Agreement and exit fee upon Customer's activation of the respective option. Subject to clause 5 in Appendix 1.

3 LICENCE TERMS

- 3.1 Customer's right to use the Licensed Software is subject Appendix 1 – Licence Terms.

4 SIGNATURES

- 4.1 The Parties, each acting under due and proper authority, have executed the Agreement as of the last date written below.

Netcompany A/S	Customer
Date: [Insert: Date]	Date: [Insert: Date]
Name: [Insert: Name]	Name: [Insert: Name]
Title: [Insert: Title]	Title: [Insert: Title]
	Name: [Insert: Name]
	Title: [Insert: Title]

APPENDIX 1 – LICENCE TERMS

WHEREAS Netcompany possesses all legal and beneficial rights to [AMPLIO/AMI] (in its current, future, or any other version) and wishes to grant a licence to the Customer; and

WHEREAS the Customer seeks to obtain a licence to use the Licensed Software under the terms and conditions outlined in these software licence terms;

Upon signing the Agreement or utilising the Licensed Software governed by the Agreement, the Customer shall be deemed to have accepted these Licence Terms.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1 DEFINITIONS

- 1.1 **"Licensed Software"** means the standard software specified in the Agreement, supplied as an on-premise offering at the Customer, and written documentation, manuals, including any internal manual. The Licensed Software is a standard product with out-of-the-box functionality without any additional modules, customer specific developments, adaptations, configurations or similar.
- 1.2 **"Affiliate"** means with respect to any person, any other person directly or indirectly, through one or more intermediaries, Controlling, or Controlled by, or under common Control with such person at any given time.
- 1.3 **"Authorised User"** means any employee, consultant or other third-party working for and in the interest of Customer (or its Affiliates, if applicable).
- 1.4 **"Control"** means the power to direct the management of a person (directly or indirectly), whether through ownership of securities, by contract or otherwise and shall be presumed to exist in relation to a controlled person when another person holds (i) a majority of the voting rights, (ii) the right to control more than half of the voting rights by virtue of an agreement, (iii) the right to direct the financial and operational management by virtue of articles of association or agreement, (iv) the right to appoint or remove the majority of the members of the supreme governing body having a controlling influence, or (v) possession of the actual majority of votes at general meetings or equivalent governance forum and thereby an actual controlling interest in such person; and "Controlled" and "Controlling" shall be construed accordingly.
- 1.5 **"Confidential Information"** has the meaning ascribed in clause 7.
- 1.6 **"Customer Data"** means any data, content, materials, video, graphics, recordings, or text, including personal data, which Customer or its Authorised Users provide(s) to Netcompany through their use of the Licensed Software.
- 1.7 **"Intellectual Property Rights"** means all intellectual property rights of any kind (whether or not they can be subject to registration and whether or not they are registered or are subject to an application for registration), including, but not limited to, copyrights, patent rights, rights to inventions, rights in designs, trade or business names, domain names as well as rights in proprietary information, technology and knowhow and all other rights or forms of protection of a similar nature.
- 1.8 **"Software Assurance"** means a separate agreement between the Parties, or this Agreement, under which Netcompany shall deliver maintenance services for the Licensed Software. These services can encompass minor updates (including patches and bug fixes), security updates, support, new features, and new releases.

2 GRANT OF LICENCE

- 2.1 Subject to the terms and conditions of this Agreement, Netcompany hereby grants the Customer a non-exclusive, non-transferable, and perpetual right to use the current version of the Licensed Software solely for the purpose agreed upon by both parties in this Agreement.
- 2.2 The right to use granted under this Agreement is restricted to the purpose specified as [insert Customer's purpose of use] [OPTIONAL: in the contract regarding [insert contract title and date]] (**"Permitted Purpose"**). Any use of the Licensed Software outside the agreed purpose or scope is prohibited unless expressly authorised in writing by Netcompany.
- 2.3 Customer's right to use the Licensed Software shall extend to Customer's Authorised Users, Affiliates, and their Authorised Users subject to the terms of the Agreement. All obligations imposed on the Customer by these Licence Terms shall equally apply to Authorised Users and Affiliates, should they be granted access to the Software.

- 2.4 The Customer may engage third-party suppliers to provide technical assistance, including maintenance, bug fixes, updates, further development, and hosting, solely for the Customer's Permitted Purpose. The Customer remains fully responsible on a back-to-back basis for the third-party supplier's actions and any third-party supplier engaged by the Customer must adhere to all terms and conditions of this Agreement and be subject to confidentiality and data protection obligations no less stringent than those imposed on the Customer.
- 2.5 The Agreement is strictly confined to granting the right to use the Licensed Software and does not encompass any supplementary or associated services, irrespective of their relevance to the utilisation of the Licensed Software. Unless expressly agreed by the Parties in a separate agreement, the Customer is not entitled to receive future updates, further developments, new versions, or any similar enhancements of the Licensed Software. Furthermore, the Customer is not entitled to receive any assistance with the setup or usage of the Licensed Software, nor any other form of assistance or service related to the Licensed Software, such as support, hosting/operations, infrastructure, customer-specific modifications, installation services, or assistance with the deployment or utilisation of the Licensed Software.
- 2.6 The right to use granted to the Customer under clause 2 does not include access to the Licensed Software's source code, unless the Customer exercises its exit option, as referenced in clause 4.3b) below.

3 USAGE RESTRICTIONS

- 3.1 The software is licensed, not sold. Netcompany reserves all rights (such as rights under intellectual property laws) not expressly granted in this Agreement, whether by implication, estoppel or otherwise, unless applicable law grants Netcompany more rights.
- 3.2 The Customer's use of the Licensed Software shall comply with applicable Danish and European Union laws, including but not limited to intellectual property, privacy, and competition regulations.

3.3 Prohibited Activities

- a) The Customer shall not:
- (a) use the Licensed Software for any unlawful purpose or in a manner that infringes on the intellectual property rights of others; or
 - (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Licensed Software, except as permitted under sections 36 and 37 of the Danish Copyright Act; or
 - (c) sublicense, distribute, sell, lease, rent, or transfer the Licensed Software to any third-party.
 - (d) modify or create derivative works of the Licensed Software without Netcompany's prior written consent; or
 - (e) use the Licensed Software in a manner that violates any applicable data protection laws, including the General Data Protection Regulation (GDPR); or
 - (f) work around any technical restrictions or limitations in the Licensed Software.
 - (g) remove any copyright notices, trademarks, trademark credits, confidentiality notices, marks, legends or other information included in the Software.

3.4 Internal Use Only

- a) The Customer may only use the Licensed Software internally within its own organisation and not for any commercial purposes, including but not limited to providing services to third parties.
- b) The Customer shall refrain from making the Licensed Software (including, but not limited to, programme printouts, object code, and source code) accessible or available, whether in whole or in part, to any individuals other than the Authorised Users, without obtaining prior written consent from Netcompany.

4 TERM AND TERMINATION

4.1 Term

- a) The licence granted under this Agreement shall be perpetual, commencing on the date of the latest signature by the Parties ("Effective Date")

4.2 Termination for Breach

- a) Netcompany may terminate this Agreement immediately upon written notice if the Customer breaches any of its terms and fails to cure such breach within 20 days of receiving notice of the breach.

4.3 Effect of Termination

- a) Upon termination or expiration of this Agreement, and no later than [X days] thereafter, the Customer shall cease all use of the Licensed Software either return or destroy all copies of the Licensed Software in its possession and certify such destruction to Netcompany.

Netcompany

- b) Upon termination, except in instances of breach, and subject to the payment of an exit fee, as detailed in the Agreement, the Customer shall be provided with a copy of the source code in commonly readable digital format to mitigate any potential vendor lock-in concerns, solely to ensure the continued operation of the Licensed Software. The Customer may modify, alter, or amend the source code exclusively for the purposes of bug fixing and maintenance of the Licensed Software. The Customer is expressly prohibited from using the source code to develop similar software or services, or to commercialise the Licensed Software in any manner. The Customer's ongoing right to utilise the source code provided as part of the exit option shall invariably be governed by the terms and conditions outlined in this Agreement, including any restrictions on usage, intellectual property rights, and confidentiality obligations. Upon Customer's request, the Parties may enter into a source code escrow agreement with a reputable escrow agent. All costs related to escrow shall be borne by the Customer.

5 FEES AND PAYMENT TERMS

5.1 Fees

- a) The Customer's right to use the Licensed Software is contingent upon payment of the fee, as detailed in the Agreement.
- b) The Customer agrees to pay a monthly fee for Software Assurance of the Licensed Software, as detailed in the Agreement. This monthly fee entitles the Customer to Software Assurance related to the Licensed Software for a period of 12 months, commencing from the Effective Date or the agreed renewal date.
- c) Netcompany reserves the right to adjust the charges, fees, or other amounts payable under this Agreement on an annual basis. Such adjustments may reflect changes in market conditions, inflation, increased operational costs, or other factors deemed relevant by Netcompany. The annual adjustment of fees shall not exceed [X] % of the fees in effect during the preceding year, unless otherwise agreed upon by both parties in writing, or as required by applicable law.

5.2 Payment Terms

- a) All payments shall be made in GBP and excluded VAT and are due within 30 days of receipt of an invoice from Netcompany.
- b) In the event of late payment, Netcompany reserves the right to charge interest at the rate prescribed by the Danish Interest Act, accruing from the due date until full payment is received. Netcompany may also suspend access to the Licensed Software until all outstanding fees are paid in full.

5.3 Taxes

- a) All fees are exclusive of any applicable taxes, levies, or duties imposed by taxing authorities. The Customer is responsible for paying any such taxes, except those based on Netcompany's income.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership

- a) All rights, title, and interest in and to the Licensed Software, including any intellectual property rights therein, are and shall remain the exclusive property of Netcompany.
- b) Unless expressly stipulated otherwise in a mutual agreement, Netcompany shall retain all intellectual property rights pertaining to any further developments, enhancements, or add-ons of the Licensed Software, including any custom developments tailored to the Customer

6.2 All release(s) and add-ons are considered part of the Licensed Software and are subject to all applicable terms and conditions in this Agreement.

6.3 Customer Data

- a) The Customer shall retain full ownership and all rights, title, and interest in the Customer Data. The Customer warrants that the Customer Data does not infringe upon the terms of this Agreement and affirms that it possesses all requisite rights, title, interest, and consent to permit Netcompany to utilise the Customer Data for the purpose of fulfilling its obligations under this Agreement.

6.4 No Transfer of Rights

- a) Customer acknowledges that nothing in this Agreement shall be construed as transferring any intellectual property rights to the Customer.

7 CONFIDENTIALITY

Netcompany

- 7.1 For the purposes of this Agreement, "Confidential Information" shall refer to all non-public, proprietary, or confidential information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Recipient**"), whether orally, in writing, or in any other form, that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of its disclosure. This includes, but is not limited to, trade secrets, business plans, strategies, financial information, technical data, product designs, software code, and any other materials related to Disclosing Party's business operations, products, or services. 6.2 The Recipient shall not disclose Confidential Information to any third-party. The Recipient shall limit use and access to Confidential Information to such persons, who have a need to know, and who are bound by confidentiality obligations no less protective than the Agreement. Such Confidential Information shall not be disclosed to any third-party without the prior written consent of the Disclosing Party, except as required by law. The obligation of confidentiality shall survive the termination of this Agreement.

8 WARRANTIES AND DISCLAIMERS

8.1 Limited Warranty

- a) Netcompany warrants that any new updates or releases provided under this Agreement will not materially reduce the functionality of the Licensed Software, provided that the Customer has implemented all required previous updates.

8.2 Disclaimer

- a) Except as expressly provided herein, the Licensed Software is provided "as is" without any warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, and without any obligation on Netcompany to provide support, maintenance, bug fixes, or upgrades unless a separate agreement is entered into.
- b) Netcompany reserves the right to declare certain versions of the Licensed Software as end-of-life (EOL) and cease providing Software Assurance for such versions, with a notice period of 12 months.
- c) Provided there is a valid Software Assurance agreement in place, Netcompany shall deliver updates and releases to the Customer on an 'as-is' basis. Netcompany does not warrant the installation process of any kind or related effects within the Customer's environment.
- d) If the Customer or any third-party intervenes in, alters, or modifies the Licensed Software, Netcompany shall no longer be bound by its obligations under the Agreement. Netcompany shall not be liable for errors or defects unrelated to the Licensed Software. Furthermore, Netcompany holds no responsibility for the integration or interaction between the Licensed Software and the Customer's existing hardware or software. Netcompany is not responsible for any effects of updates on other hardware, software or adjustments of the Licensed Software, whether or not such adjustments have been developed by Netcompany. Netcompany disclaims all liability for the consequences of such intervention or modification.

9 INDEMNIFICATION

- 9.1 If Netcompany reasonably believes the Licensed Software may infringe third-party intellectual property rights, or if use of the Licensed Software is or is likely to be prohibited, Netcompany may, at its discretion and cost: (i) secure the necessary rights for the Customer's continued use, (ii) modify or replace the Licensed Software to avoid infringement while maintaining materially equivalent functionality, or (iii) terminate this Agreement with immediate effect by written notice and refund any prepaid fees for the unused period.

9.2 Indemnification by Netcompany

- a) Netcompany shall indemnify and hold the Customer harmless from third-party claims alleging that the Licensed Software infringes intellectual property rights, except where such claims arise from: (i) use outside the authorised scope or against Netcompany's instructions; (ii) modifications made without Netcompany's consent; (iii) third-party materials or systems beyond Netcompany's control; (iv) failure to install updates or replacements provided by Netcompany; or (v) continued use after notice of potential infringement.
- b) Netcompany's management of any third-party claim is subject to the following conditions: (i) the Customer promptly notifies Netcompany of any such claim, (ii) Netcompany has sole control over the defence and settlement of the claim, and (iii) the Customer provides all necessary cooperation and assistance.

9.3 Indemnification by the Customer

- a) The Customer shall indemnify and hold harmless Netcompany from claims arising from: (i) unauthorised use of the Licensed Software; (ii) breach of the Customer's obligations under this Agreement; (iii) infringement caused by the Customer's use of the Software, except where due to Netcompany's materials; or (iv) the Customer's gross negligence or wilful misconduct.

10 LIMITATION OF LIABILITIES

- 10.1 Neither party shall be liable for any consequential, incidental, special, or indirect damages arising out of or related to this Agreement, even if advised of the possibility of such damages.

Netcompany

- 10.2 Netcompany's total liability for any claim arising out of this Agreement shall in no event exceed an amount equal to GBP 1,000,000 (one million).
- 10.3 Netcompany is liable under Danish law for any loss caused by its defective products, but only within the statutory limits. Accordingly, Netcompany disclaims any product liability which is based on case law only.
- 10.4 Nothing in this clause 10 may be taken as limiting the liability of a Party in respect of breach of confidentiality obligations, damages or losses caused by fraud, wilful misconduct or gross negligence, or death or personal injury arising as a result of that Party's negligence.

11 FORCE MAJEURE

- 11.1 Either Party is entitled to suspend the performance of its obligations without incurring liability for damages under this Agreement if and to the extent that such performance is impossible due to extraordinary circumstances beyond the reasonable control of such Party and such circumstances could not have been foreseen and avoided, including by virtue of business continuity plans, disaster recovery plans or other similar preventive measures in accordance with good industry practice.
- 11.2 The Party claiming to be affected by any circumstance referred to in clause 11.1 shall, without undue delay, notify the other Party of the intervention and of the cessation of such circumstance. If the performance of Netcompany is suspended due to circumstance referred to in clause 11.1, Customers obligation to pay the license fee shall be suspended correspondingly.
- 11.3 In addition to any other remedies, either Party is entitled to terminate this Agreement with immediate effect (without the Parties being liable for damages towards each other) by written notice to the other Party if it is clear from the circumstances that the performance of this Agreement will be and is suspended under clause 11.1 either partially or fully for more than 30 Days.

12 GOVERNING LAW AND DISPUTE RESOLUTION

12.1 Governing Law

- a) This Agreement is governed by and construed in accordance with the laws of Denmark without giving effect to any choice or conflict of law provisions or rules that would permit the application of the laws of any other jurisdiction, disregarding the Danish choice of law rules and without regard to the United Nation's Convention of Contracts for the International Sale of Goods (CISG).

12.2 Disputes

- a) The Parties agree to endeavour to resolve any disputes arising between them by engaging in prompt and sincere negotiations at the appropriate level of management.
- b) Any dispute arising out of or in connection with the Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The language of the tribunal shall be Danish or English, and the place of arbitration shall be Copenhagen, Denmark. The Parties shall keep the arbitration proceeding, the subject thereof as well as any award confidential.

13 DATA PRIVACY AND SECURITY

- 13.1 Both Parties acknowledge their respective obligations under the General Data Protection Regulation (GDPR). Netcompany, as a Data Processor, shall enter into a Data Processing Agreement (DPA) with the Customer where personal data processing is involved, ensuring compliance with GDPR Article 28.

14 AUDIT

- 14.1 Netcompany reserves the right, upon reasonable notice, to audit the Customer's use of the Licensed Software to ensure compliance with the terms of this Agreement. The audit will be conducted at the Customer's premises during regular business hours in a manner that minimises disruption to the Customer's operations. Netcompany will use commercially reasonable efforts to avoid interfering unreasonably with the Customer's business activities. The Customer agrees to provide Netcompany or its designated auditor with reasonable access to relevant records, systems, and personnel during the audit. All information obtained during the audit will be considered Confidential Information subject to the confidentiality provisions of this Agreement. This audit right extends to any third-party suppliers of the Customer who utilise the Licensed Software on the Customer's behalf

15 THE PUBLIC STATEMENTS AND REFERENCE

- 15.1 Netcompany is authorised to include the Customer or any of the Customer's Affiliates in its customer list, press releases, marketing materials, and on its website, as well as to reference the existence of the relationship between the Parties, without requiring prior written consent from the Customer.

Netcompany

- 15.2 Upon the execution of this Agreement by the Parties, they shall collaboratively draft a press release concerning the Customer's decision to utilise the Software. Additionally, Netcompany is entitled to compose a success story featuring the Customer, the Software, and the Agreement, which may be published on Netcompany's website and utilised for other marketing purposes. The Customer shall provide approval for the success story.

16 GENERAL PROVISIONS

16.1 Interpretation

- a) The section and subsection headings or captions in this Agreement are for reference only and do not affect the meaning or interpretation of this Agreement.

16.2 Assignment and Transfer

- a) Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Netcompany. However, see section **Error! Reference source not found.** Netcompany may transfer its rights and obligations under the Agreement to a company which is affiliated in whole or in part with Netcompany.

16.3 Compliance

- a) Customer must comply with all domestic and international export laws and regulations that apply to the Licensed Software, which include restrictions on destinations, end users, and end use.

16.4 Entire Agreement and Amendments

- a) These terms constitute the entire agreement between the Parties with respect to the Licensed Software and supersede all prior agreements or understandings.
- b) Either Party may propose an amendment to the Agreement. In such instances, both Parties shall engage in discussions regarding the proposed amendment in good faith, ensuring that neither Party behaves unreasonably. Any modifications to the Agreement must be documented in an amendment to the Agreement and shall require written consent from both Parties.
- c) Netcompany reserves the right to amend, modify, or update the terms of this Agreement at any time in response to mandatory legal requirements. Such amendments, modifications, or updates shall become effective on the date specified by Netcompany, which shall be no less than thirty (30) days from the date of the notice provided to the Customer.

16.5 Other Agreement

- a) Breach of any other agreement(s) made with Customer will not be deemed a breach of this Agreement, regardless of whether the other agreement(s) has any connection or relation to the Agreement.

16.6 Subcontractors

- a) Netcompany shall be entitled to use subcontractors in its provision of the Licensed Software. Regardless of the use of any subcontractor, Netcompany shall remain responsible for the performance of all its obligations pursuant to the Agreement.

Netcompany



AMPLIO/AMI SaaS License Agreement

1 PARTIES

This agreement including Appendix 1 – Licence Terms ("**Agreement**") regarding Customer's right to access **AMPLIO** (in its current, future, or any other version) (the "**Licensed Solution**") is entered into between:

(3) Netcompany A/S, CVR-no. 14 81 48 33, Strandgade 3, DK-1401 Copenhagen, Denmark ("**Netcompany**"); and

(4) , CVR-no. , , ("**Customer**").

Netcompany and Customer are collectively referred to as the "**Parties**" and separately as a "**Party**".

2 SOFTWARE AND FEES

2.1 Customer is granted a right to access and use the following Licensed Solution subject to payment of the license fee as specified below:

SOFTWARE	LICENSE FEE (GBP exclusive of VAT)
Netcompany AMPLIO .NET/JAVA – Version 1.0 Netcompany AMI	GBP (Monthly fee)

2.2 Customer may exercise the Agreement's options subject to payment as specified below:

OPTIONS	FEE'S (GBP exclusive of VAT)
Exit option	GBP (One-time fee)

2.3 The license fee is invoiced upon execution of the Agreement and exit fee upon Customer's activation of the respective option. Subject to clause 5 in Appendix 1.

3 LICENCE TERMS

3.1 Customer's right to access and use the Licensed Solution is subject Appendix 1 – Licence Terms.

4 SIGNATURES

4.1 The Parties, each acting under due and proper authority, have executed the Agreement as of the last date written below.

Netcompany A/S	Customer
Date: [Insert: Date]	Date: [Insert: Date]
Name: [Insert: Name]	Name: [Insert: Name]
Title: [Insert: Title]	Title: [Insert: Title]
	Name: [Insert: Name]
	Title: [Insert: Title]

APPENDIX 1 – LICENCE TERMS

WHEREAS Netcompany possesses all legal and beneficial rights to [AMPLIO/AMI] (in its current, future, or any other version) and wishes to grant a licence to the Customer; and

WHEREAS the Customer seeks to obtain a right to access and use the Licensed Solution under the terms and conditions outlined in these software licence terms;

Upon signing the Agreement or utilising the Licensed Solution governed by the Agreement, the Customer shall be deemed to have accepted these Licence Terms.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

5 DEFINITIONS

- 5.1 **"Licensed Solution"** means the standard software specified in the Agreement, supplied as a software-as-a-service offering, and written documentation, manuals, including any internal manual. The Licensed Solution is a standard product with out-of-the-box functionality without any additional modules, customer specific developments, adaptations, configurations or similar.
- 5.2 **"Affiliate"** means with respect to any person, any other person directly or indirectly, through one or more intermediaries, Controlling, or Controlled by, or under common Control with such person at any given time.
- 5.3 **"Authorised User"** means any employee, consultant or other third-party working for and in the interest of Customer (or its Affiliates, if applicable).
- 5.4 **"Control"** means the power to direct the management of a person (directly or indirectly), whether through ownership of securities, by contract or otherwise and shall be presumed to exist in relation to a controlled person when another person holds (i) a majority of the voting rights, (ii) the right to control more than half of the voting rights by virtue of an agreement, (iii) the right to direct the financial and operational management by virtue of articles of association or agreement, (iv) the right to appoint or remove the majority of the members of the supreme governing body having a controlling influence, or (v) possession of the actual majority of votes at general meetings or equivalent governance forum and thereby an actual controlling interest in such person; and "Controlled" and "Controlling" shall be construed accordingly.
- 5.5 **"Confidential Information"** has the meaning ascribed in clause 7.
- 5.6 **"Customer Data"** means any data, content, materials, video, graphics, recordings, or text, including personal data, which Customer or its Authorised Users provide(s) to Netcompany through their use of the Licensed Solution.
- 5.7 **"Intellectual Property Rights"** means all intellectual property rights of any kind (whether or not they can be subject to registration and whether or not they are registered or are subject to an application for registration), including, but not limited to, copyrights, patent rights, rights to inventions, rights in designs, trade or business names, domain names as well as rights in proprietary information, technology and knowhow and all other rights or forms of protection of a similar nature.
- 5.8 **"Software Assurance"** means that Netcompany shall deliver maintenance services for the Licensed Solution. These services can encompass minor updates (including patches and bug fixes), security updates, support, new features, and new releases.
- 5.9 **"Subscription Period"** means a duration of 12 months commencing from the Effective Date. Upon conclusion of each Subscription Period, the subscription will automatically renew for an additional 12 months unless either the Customer or the Supplier provides written notice of termination at least 60 days prior to the expiration date.

6 GRANT OF LICENCE

- 6.1 Subject to the terms and conditions of this Agreement, Netcompany hereby grants the Customer a non-exclusive, non-transferable, and time-limited to access and use the current version of the Licensed Solution solely for the purpose agreed upon by both parties in this Agreement.
- 6.2 The right to access and use granted under this Agreement is restricted to the purpose specified as [insert Customer's purpose of use] [OPTIONAL: in the contract regarding [insert contract title and date]] (**"Permitted Purpose"**). Any use of the Licensed Solution outside the agreed purpose or scope is prohibited unless expressly authorised in writing by Netcompany.
- 6.3 Customer's right to access and use the Licensed Solution shall extend to Customer's Authorised Users, Affiliates, and their Authorised Users subject to the terms of the Agreement. All obligations imposed on the Customer by these Licence Terms shall equally apply to Authorised Users and Affiliates, should they be granted access to the Software.

Netcompany

6.4 The Agreement is strictly confined to granting the right to access and use the Licensed Solution and does not encompass any supplementary or associated services, irrespective of their relevance to the utilisation of the Licensed Solution.

6.5 The right to access and use granted to the Customer under clause 2 does not include access to the source code or underlying infrastructure of Licensed Solution.

7 USAGE RESTRICTIONS

7.1 The solution is licensed, not sold. Netcompany reserves all rights (such as rights under intellectual property laws) not expressly granted in this Agreement, whether by implication, estoppel or otherwise, unless applicable law grants Netcompany more rights.

7.2 The Customer's use of the Licensed Solution shall comply with applicable Danish and European Union laws, including but not limited to intellectual property, privacy, and competition regulations.

7.3 Prohibited Activities

a) The Customer shall not:

- (h) use the Licensed Solution for any unlawful purpose or in a manner that infringes on the intellectual property rights of others; or
- (i) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Licensed Solution, except as permitted under sections 36 and 37 of the Danish Copyright Act; or
- (j) sublicense, distribute, sell, lease, rent, or transfer the Licensed Solution to any third-party; or
- (k) modify or create derivative works of the Licensed Solution without Netcompany's prior written consent; or
- (l) use the Licensed Solution in a manner that violates any applicable data protection laws, including the General Data Protection Regulation (GDPR); or
- (m) work around any technical restrictions or limitations in the Licensed Solution.
- (n) remove any copyright notices, trademarks, trademark credits, confidentiality notices, marks, legends or other information included in the Software.

7.4 Internal Use Only

- a) The Customer may only use the Licensed Solution internally within its own organisation and not for any commercial purposes, including but not limited to providing services to third parties.
- b) The Customer shall refrain from making the Licensed Solution (including, but not limited to, programme printouts, object code, and source code) accessible or available, whether in whole or in part, to any individuals other than the Authorised Users, without obtaining prior written consent from Netcompany.

8 TERM AND TERMINATION

8.1 Term

a) The licence granted under this Agreement shall be time limited, commencing on the date of the latest signature by the Parties ("**Effective Date**"), subject to timely payment of applicable fees.

8.2 Termination for Breach

a) Netcompany may terminate this Agreement immediately upon written notice if the Customer breaches any of its terms and fails to cure such breach within 20 days of receiving notice of the breach.

8.3 Effect of Termination

a) Upon termination or expiration of this Agreement, and no later than **[X days]** thereafter, the Customer shall cease all use of the Licensed Solution. Netcompany shall ensure secure deletion of Customer Data from its systems in accordance with the DPA. Netcompany shall provide reasonable assistance in transitioning any data or system dependencies related to the Licensed Solution, subject to a separately agreed fee.

Netcompany

- b) **[OPTIONAL]** Upon termination, except in instances of breach, and subject to the payment of an exit fee, as detailed in the Agreement, the Customer shall be provided with a copy of the source code in commonly readable digital format to mitigate any potential vendor lock-in concerns, solely to ensure the continued operation of the Licensed Solution. The Customer may modify, alter, or amend the source code exclusively for the purposes of bug fixing and maintenance of the Licensed Solution. The Customer is expressly prohibited from using the source code to develop similar software or services, or to commercialise the Licensed Solution in any manner. The Customer's ongoing right to utilise the source code provided as part of the exit option shall invariably be governed by the terms and conditions outlined in this Agreement, including any restrictions on usage, intellectual property rights, and confidentiality obligations. Upon Customer's request, the Parties may enter into a source code escrow agreement with a reputable escrow agent. All costs related to escrow shall be borne by the Customer.

9 FEES AND PAYMENT TERMS

9.1 Fees

- a) The Customer's right to access and use the Licensed Solution is contingent upon payment of the fee, as detailed in the Agreement. The Customer agrees to pay the **[monthly]** subscription fee as specified in the Agreement for access to and use of the Licensed Solution. The fee must be paid in advance for each Subscription Period.
- b) In accordance with the monthly fee outlined in clause a), Netcompany shall provide Software Assurance for the Licensed Solution, as specified in the Agreement. This monthly fee entitles the Customer to Software Assurance related to the Licensed Solution under the Subscription Period.
- c) Netcompany reserves the right to adjust the charges, fees, or other amounts payable under this Agreement on an annual basis. Such adjustments may reflect changes in market conditions, inflation, increased operational costs, or other factors deemed relevant by Netcompany. The annual adjustment of fees shall not exceed **[X] %** of the fees in effect during the preceding year, unless otherwise agreed upon by both parties in writing, or as required by applicable law.

9.2 Payment Terms

- a) All payments shall be made in GBP and excluded VAT and are due within 30 days of receipt of an invoice from Netcompany.
- b) In the event of late payment, Netcompany reserves the right to charge interest at the rate prescribed by the Danish Interest Act, accruing from the due date until full payment is received. Netcompany may also suspend access to the Licensed Solution until all outstanding fees are paid in full.

9.3 Taxes

- a) All fees are exclusive of any applicable taxes, levies, or duties imposed by taxing authorities. The Customer is responsible for paying any such taxes, except those based on Netcompany's income.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 Ownership

- a) All rights, title, and interest in and to the Licensed Solution, including any intellectual property rights therein, are and shall remain the exclusive property of Netcompany.
- b) Unless expressly stipulated otherwise in a mutual agreement, Netcompany shall retain all intellectual property rights pertaining to any further developments, enhancements, or add-ons of the Licensed Solution, including any custom developments tailored to the Customer

- 10.2 All release(s) and add-ons are considered part of the Licensed Solution and are subject to all applicable terms and conditions in this Agreement.

10.3 Customer Data

- a) The Customer shall retain full ownership and all rights, title, and interest in the Customer Data. The Customer warrants that the Customer Data does not infringe upon the terms of this Agreement and affirms that it possesses all requisite rights, title, interest, and consent to permit Netcompany to utilise the Customer Data for the purpose of fulfilling its obligations under this Agreement.

10.4 No Transfer of Rights

- a) Customer acknowledges that nothing in this Agreement shall be construed as transferring any intellectual property rights to the Customer.

11 CONFIDENTIALITY

Netcompany

- 11.1 For the purposes of this Agreement, "Confidential Information" shall refer to all non-public, proprietary, or confidential information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Recipient**"), whether orally, in writing, or in any other form, that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of its disclosure. This includes, but is not limited to, trade secrets, business plans, strategies, financial information, technical data, product designs, software code, and any other materials related to Disclosing Party's business operations, products, or services. 6.2 The Recipient shall not disclose Confidential Information to any third-party. The Recipient shall limit use and access to Confidential Information to such persons, who have a need to know, and who are bound by confidentiality obligations no less protective than the Agreement. Such Confidential Information shall not be disclosed to any third-party without the prior written consent of the Disclosing Party, except as required by law. The obligation of confidentiality shall survive the termination of this Agreement.

12 WARRANTIES AND DISCLAIMERS

12.1 Limited Warranty

- a) Netcompany warrants that any new updates or releases provided under this Agreement will not materially reduce the functionality of the Licensed Solution, provided that the Customer has implemented all required previous updates.

12.2 Disclaimer

- a) Except as expressly provided herein, the Licensed Solution is provided "as is" without any warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, and without any obligation on Netcompany to provide support, maintenance, bug fixes, or upgrades unless a separate agreement is entered into.
- b) Netcompany may perform updates, changes or improvements to the Licensed Solution on a regular basis. Netcompany is also entitled to change the composition and structure of the agreed Licensed Solution. Such updates, improvements and changes may be performed with or without notice and may affect the agreed Licensed Solution, including information and data uploaded to or provided by the agreed Licensed Solution.

13 INDEMNIFICATION

- 13.1 If Netcompany reasonably believes the Licensed Solution may infringe third-party intellectual property rights, or if use of the Licensed Solution is or is likely to be prohibited, Netcompany may, at its discretion and cost: (i) secure the necessary rights for the Customer's continued use, (ii) modify or replace the Licensed Solution to avoid infringement while maintaining materially equivalent functionality, or (iii) terminate this Agreement with immediate effect by written notice and refund any prepaid fees for the unused period.

13.2 Indemnification by Netcompany

- a) Netcompany shall indemnify and hold the Customer harmless from third-party claims alleging that the Licensed Solution infringes intellectual property rights, except where such claims arise from: (i) use outside the authorised scope or against Netcompany's instructions; (ii) modifications made without Netcompany's consent; (iii) third-party materials or systems beyond Netcompany's control; (iv) failure to install updates or replacements provided by Netcompany; or (v) continued use after notice of potential infringement.
- b) Netcompany's management of any third-party claim is subject to the following conditions: (i) the Customer promptly notifies Netcompany of any such claim, (ii) Netcompany has sole control over the defence and settlement of the claim, and (iii) the Customer provides all necessary cooperation and assistance.

13.3 Indemnification by the Customer

- a) The Customer shall indemnify and hold harmless Netcompany from claims arising from: (i) unauthorised use of the Licensed Solution; (ii) breach of the Customer's obligations under this Agreement; (iii) infringement caused by the Customer's use of the Software, except where due to Netcompany's materials; or (iv) the Customer's gross negligence or wilful misconduct.

14 LIMITATION OF LIABILITIES

- 14.1 Neither party shall be liable for any consequential, incidental, special, or indirect damages arising out of or related to this Agreement, even if advised of the possibility of such damages.
- 14.2 Netcompany's total liability for any claim arising out of this Agreement shall in no event exceed an amount equal to GBP 1,000,000 (one million).
- 14.3 Netcompany is liable under Danish law for any loss caused by its defective products, but only within the statutory limits. Accordingly, Netcompany disclaims any product liability which is based on case law only.
- 14.4 Nothing in this clause 10 may be taken as limiting the liability of a Party in respect of breach of confidentiality obligations, damages or losses caused by fraud, wilful misconduct or gross negligence, or death or personal injury arising as a result of that Party's negligence.

15 FORCE MAJEURE

- 15.1 Either Party is entitled to suspend the performance of its obligations without incurring liability for damages under this Agreement if and to the extent that such performance is impossible due to extraordinary circumstances beyond the reasonable control of such Party and such circumstances could not have been foreseen and avoided, including by virtue of business continuity plans, disaster recovery plans or other similar preventive measures in accordance with good industry practice.
- 15.2 The Party claiming to be affected by any circumstance referred to in clause 11.1 shall, without undue delay, notify the other Party of the intervention and of the cessation of such circumstance. If the performance of Netcompany is suspended due to circumstance referred to in clause 11.1, Customers obligation to pay the license fee shall be suspended correspondingly.
- 15.3 In addition to any other remedies, either Party is entitled to terminate this Agreement with immediate effect (without the Parties being liable for damages towards each other) by written notice to the other Party if it is clear from the circumstances that the performance of this Agreement will be and is suspended under clause 11.1 either partially or fully for more than 30 Days.

16 GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law

- a) This Agreement is governed by and construed in accordance with the laws of Denmark without giving effect to any choice or conflict of law provisions or rules that would permit the application of the laws of any other jurisdiction, disregarding the Danish choice of law rules and without regard to the United Nation's Convention of Contracts for the International Sale of Goods (CISG).

16.2 Disputes

- a) The Parties agree to endeavour to resolve any disputes arising between them by engaging in prompt and sincere negotiations at the appropriate level of management.
- b) Any dispute arising out of or in connection with the Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The language of the tribunal shall be Danish or English, and the place of arbitration shall be Copenhagen, Denmark. The Parties shall keep the arbitration proceeding, the subject thereof as well as any award confidential.

17 DATA PRIVACY AND SECURITY

- 17.1 Netcompany shall host the Licensed Solution in data centres located in in the United Kingdom. It shall implement appropriate technical and organisational measures to protect Customer Data in accordance with Article 32 of GDPR.
- 17.2 Both Parties acknowledge their respective obligations under the General Data Protection Regulation (GDPR). Netcompany, as a Data Processor, shall enter into a Data Processing Agreement (DPA) with the Customer where personal data processing is involved, ensuring compliance with GDPR Article 28.

18 AUDIT

- 18.1 Netcompany reserves the right, upon reasonable notice, to audit the Customer's use of the Licensed Solution to ensure compliance with the terms of this Agreement. The audit may either (i) be conducted at the Customer's premises during regular business hours in a manner that minimises disruption to the Customer's operations, or (ii) an audit of usage remotely through system logs and telemetry. Netcompany will use commercially reasonable efforts to avoid interfering unreasonably with the Customer's business activities. The Customer agrees to provide Netcompany or its designated auditor with reasonable access to relevant records, systems, and personnel during the audit. All information obtained during the audit will be considered Confidential Information subject to the confidentiality provisions of this Agreement. This audit right extends to any third-party suppliers of the Customer who utilise the Licensed Solution on the Customer's behalf

19 THE PUBLIC STATEMENTS AND REFERENCE

- 19.1 Netcompany is authorised to include the Customer or any of the Customer's Affiliates in its customer list, press releases, marketing materials, and on its website, as well as to reference the existence of the relationship between the Parties, without requiring prior written consent from the Customer.
- 19.2 Upon the execution of this Agreement by the Parties, they shall collaboratively draft a press release concerning the Customer's decision to utilise the Software. Additionally, Netcompany is entitled to compose a success story featuring the Customer, the Software, and the Agreement, which may be published on Netcompany's website and utilised for other marketing purposes. The Customer shall provide approval for the success story.

20 GENERAL PROVISIONS

20.1 Interpretation

- a) The section and subsection headings or captions in this Agreement are for reference only and do not affect the meaning or interpretation of this Agreement.

20.2 Assignment and Transfer

- a) Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Netcompany. However, see section **Error! Reference source not found.** Netcompany may transfer its rights and obligations under the Agreement to a company which is affiliated in whole or in part with Netcompany.

20.3 Compliance

- a) Customer must comply with all domestic and international export laws and regulations that apply to the Licensed Solution, which include restrictions on destinations, end users, and end use.

20.4 Entire Agreement and Amendments

- a) These terms constitute the entire agreement between the Parties with respect to the Licensed Solution and supersede all prior agreements or understandings.
- b) Either Party may propose an amendment to the Agreement. In such instances, both Parties shall engage in discussions regarding the proposed amendment in good faith, ensuring that neither Party behaves unreasonably. Any modifications to the Agreement must be documented in an amendment to the Agreement and shall require written consent from both Parties.
- c) Netcompany reserves the right to amend, modify, or update the terms of this Agreement at any time in response to mandatory legal requirements. Such amendments, modifications, or updates shall become effective on the date specified by Netcompany, which shall be no less than thirty (30) days from the date of the notice provided to the Customer.

20.5 Other Agreement

- a) Breach of any other agreement(s) made with Customer will not be deemed a breach of this Agreement, regardless of whether the other agreement(s) has any connection or relation to the Agreement.

20.6 Subcontractors

- a) Netcompany shall be entitled to use subcontractors in its provision of the Licensed Solution. Regardless of the use of any subcontractor, Netcompany shall remain responsible for the performance of all its obligations pursuant to the Agreement.



PROFITS® License Agreement

DEFINITIONS

"Backup Environment" means the equipment that has the same/similar functions to the Production Environment, where Copies of the PROFITS® are installed, provided that only two (2) Copies exist at any one moment in time, but these Copies shall not be used for live production Use, unless and only for the time period during which the Production Environment running at the Location is out of order due to reasons for which the End-User is not responsible.

"Contract" means the Contract No. _____ [contract number] signed between NETCOMPANY (on the one hand) and the End-User (on the other hand) on _____, to which this License is attached as part thereof.

"Copy" means each separate occurrence of the PROFITS® or of any portion thereof.

"End-User" means ".....", a savings and credit co-operative society registered and existing under the laws of with registered office at ,

"NETCOMPANY " means NETCOMPANY S.A., a company incorporated under the laws of Luxembourg, with registered office in Luxembourg (2b rue Nicolas Bové, L-1253, Luxembourg).

"PROFITS®" or **"PROFITS"** shall mean the following distinct elements of licensing or of any portion thereof, owned by NETCOMPANY – PROFITS® Core, PROFITS® Messaging and Alerting, PROFITS® Scheduler Engine, iPROFITS® Internet banking and PROFITS® Users.

"License" means this PROFITS® License Agreement.

"Location" means the premises of the End-User, where the Production Environment is located.

"Production Environment" means the equipment consisting of hardware, system software, database management system and networking items as well as any other (layered) hardware and software needed for the operation of PROFITS® in the End-User's production.

"Use" means the execution or wholly or partial operation of each single Copy upon the Production Environment.

NETCOMPANY hereby grants to the End-User a non-exclusive, non-transferable license to use the PROFITS® in accordance with the following terms and conditions:

Subject to full payment of the price corresponding to the license to use fees, as provided for in the Contract, NETCOMPANY hereby grants to the End-User, which acquires, a non-exclusive, non-transferable License to Use PROFITS®, in accordance with the Contract and the following terms and conditions:

1. PROFITS® (including any extensions, modifications, enhancements, and alterations thereof) supplied or to be supplied and/or modified by NETCOMPANY are and shall remain the exclusive property of NETCOMPANY, which is the owner of any and all intellectual and other industrial property rights,

Netcompany

trademarks and trade secrets, and the End-User shall have the right to use them only for its internal business needs and does not hereby acquire any kind of rights except as stated in this License. The End-User acknowledges that NETCOMPANY is the owner of any and all intellectual property rights in PROFITS® and that NETCOMPANY is entitled to enforce provisions under the terms of this License. The End-User shall not remove or delete any proprietary notices or marks from PROFITS® and shall ensure that any such proprietary notices or marks shall be retained on any Copies. This License does not constitute a transfer to the End-User and/or any other third party of any intellectual property right or of any other right whatsoever.

2. For the whole duration of this License, as well as after its termination for any reason whatsoever, the End-User is obliged to ensure the rights of NETCOMPANY stated in Article 1 here above. Furthermore, the End-User in order to assist NETCOMPANY in the protection of its proprietary rights shall permit representatives of NETCOMPANY to inspect (during working days and hours) the Location at which and the equipment upon which PROFITS® and any Copies thereof are being Used or kept, as well as the End-User's records relevant to the Use, storage or destruction of PROFITS® and any Copies thereof. NETCOMPANY will use all reasonable efforts to minimize disruption to the normal business activities of the End-User, during such inspection.

3. The license granted hereby is for the internal business needs of the End-User and the End-User shall not assign, transfer, part with, or sub-let any interest in it or grant any right under it to any third party.

4. The license granted hereby is for the Use of PROFITS® by the End-User only for the purpose of its internal business activities and only in the Production Environment at the Location provided that only one (1) Copy of PROFITS® is running at any one moment in time. The End-User shall notify NETCOMPANY promptly in writing of any actual or suspected unauthorized Use of which it becomes aware.

5. The End-User shall not copy, reproduce, modify, translate, sublicense, distribute, transfer, or otherwise dispose of, or tolerate the Use, by any third party, of the PROFITS®, in whole or in part, without the prior written consent of NETCOMPANY. Additionally, the End-User shall not have the right to prepare any derivative works incorporating, in whole or in part PROFITS® or use the PROFITS® for any purpose other than as specifically authorized herein. Furthermore, reverse engineering or reverse compiling, disassembling, or decompiling of the PROFITS®, for any reason whatsoever, is not permitted.

6. The End-User may make only two (2) Copies of the PROFITS® for testing, training, archive, and security purposes in the Backup Environment, but at all times shall maintain a record of all such Copies made, detailing their Location, Use and ultimate destruction. NETCOMPANY is not responsible to install any such Copies.

7. The End-User shall not Use any Copies of the PROFITS® as per Article 6 above for live production Use, except when, and only for the time period, the corresponding Copy for which the license has been granted, cannot be so Used.

Netcompany

8. NETCOMPANY shall have the right to extend, modify, enhance, alter, or correct the PROFITS®, in order to be Used by the End-User. The PROFITS® and any extensions, modifications, enhancements, alterations, or corrections made thereof, shall be and remain the exclusive property of NETCOMPANY.

9. The End-User shall not have the right to extend, modify, enhance, alter, correct, or otherwise intervene in the PROFITS® or any portion thereof, without the prior written consent of NETCOMPANY. In case the End-User proceeds – under NETCOMPANY's written consent – into any extensions, modifications, enhancements, alterations or corrections, the End-User shall be obliged to provide NETCOMPANY, free of charge, with a copy of such extensions, modifications, enhancements, alterations, or corrections, together with all relevant documentation, before their live production Use.

10. The End-User may not authorize third parties to proceed to extensions, modifications, enhancements, alterations, or corrections of the PROFITS®, without the prior written consent of NETCOMPANY. In the event that NETCOMPANY should give an authorization, the End-User shall require any third party so authorized to be bound by the restrictions of this License.

11. Any extensions, modifications, enhancements, alterations or corrections made to the PROFITS® , either by NETCOMPANY or the End User (with NETCOMPANY 's prior written consent) and/or any other third party (with NETCOMPANY's prior written consent), shall be and remain the property of NETCOMPANY, who shall be the owners and beneficiaries of any and all intellectual property rights and upon their creation, such extensions, modifications, enhancements, alterations or corrections shall become licensed to the End-User for its internal business needs under the terms of this License.

12. Without affecting NETCOMPANY 's other rights or remedies in law or under this License, the End-User shall execute or cause any third party, who has made any extensions, modifications, enhancements, alterations or corrections, to execute such instruments as may be required to vest ownership and proprietary rights of such extensions, modifications, enhancements, alterations or corrections to the PROFITS® in NETCOMPANY and to immediately deliver to NETCOMPANY any source code, documentation, models, diagrams etc. in original form pertaining to it.

13. In the event any extensions, modifications, enhancements, alterations, or corrections have been made to the PROFITS®, which NETCOMPANY has not consented as above mentioned, NETCOMPANY reserves the right to claim full compensation for any damages incurred by it and shall not be obliged to maintain or support such extensions, modifications, enhancements, alterations, or corrections. Furthermore, NETCOMPANY shall not be responsible for any results of such extensions, modifications, enhancements, alterations, or corrections of the PROFITS® or for their impact in the operation of the PROFITS®. In case such extensions, modifications, enhancements, alterations, or corrections cause an infringement of a third-party intellectual property rights, the End-User shall also indemnify and hold NETCOMPANY harmless, against any claim or action finally awarded by an irrevocable court order (including compensation of reasonable legal fees and expenses), arising out of or in connection with such infringement.

Netcompany

14. Any possible future extension, modification, enhancement, alteration, or correction of the PROFITS®, developed by NETCOMPANY, shall be licensed to the End-User, by supplying the End-User with one (1) Copy of such extension, modification, enhancement, alteration, or correction, after full payment of the agreed fee and under the terms and conditions of this License.

15. NETCOMPANY warrants that, to the best of its knowledge and belief, PROFITS® supplied under the Contract and its use for the purpose indicated by or reasonably inferred from the Contract, does not infringe any duly issued patents, copyright, or other similar industrial or commercial or intellectual property right of any third party by reason of the proper use of the PROFITS®. In case of breach of the above warranty, NETCOMPANY shall indemnify and hold the End-User harmless, against any claim or action finally awarded by an irrevocable court order (including compensation of reasonable legal fees and expenses), arising out of or in connection with or incurred by reason of any infringement of intellectual property rights of a third party.

Such indemnity shall not cover any use of the PROFITS® otherwise than for the purpose indicated by the Contract. The End-User shall provide support to NETCOMPANY during such defense or settlement. In the event of any claim being made or action brought against NETCOMPANY arising out of the matters referred to in this Article 15: a) the End-User shall be obliged to notify immediately in writing NETCOMPANY for any claim for infringement of patents, copyright, registered designs or any other intellectual property made by any third party in relation to the PROFITS® against the End-User; b) NETCOMPANY, either alone or in conjunction, shall at its/their own expense, conduct all negotiations for the settlement of the same, and any litigation that may arise therefrom; c) the End-User shall, at the request of NETCOMPANY, afford all reasonable assistance for the purpose of contesting any such claim or action, and shall be repaid by NETCOMPANY for any direct expenses the End-User incurred in so doing; d) the End-User shall not make any admission prejudicial to NETCOMPANY's interests.

NETCOMPANY's obligations under this Article 15 are subject to the following conditions:

- i. PROFITS® is properly used in accordance with the documentation and the purposes contemplated by this License and the Contract; and
- ii. the infringement is not arising out of
 - a) the operation or use of the PROFITS® other than the one agreed hereunder and the Contract,
 - b) the use of the PROFITS® in combination or conjunction with any other hardware or software or the use thereof not supplied by NETCOMPANY and/or manufactured or recommended by NETCOMPANY,
 - c) modifications, enhancements or alterations to the PROFITS® not effected and/or not approved in writing by NETCOMPANY, or performed in accordance with the End-User's instructions, or
 - d) any other use or purpose for which the PROFITS® was not designed or recommended by NETCOMPANY, or
 - e) any breach by the End-User of its obligations under this License or under the Contract. Should PROFITS® or any part thereof become the subject of a claim for such infringement and as a consequence

Netcompany

the End-User cannot use it as provided for in the Contract, NETCOMPANY, at its sole discretion, shall, either (i) procure for the End-User the right to continue using the PROFITS® or infringing part thereof in accordance with this License and the Contract; or (ii) modify it wholly or partly to make it non-infringing.

The foregoing indemnity obligations of NETCOMPANY under this Article 15 constitute NETCOMPANY's sole liability and the End-User's sole remedy for infringement of intellectual property rights brought by a third party by reason of the proper use of the PROFITS®.

This Article 15 shall survive the completion, expiration or termination of the Contract, for so long as this License is in force and effect.

16. NETCOMPANY shall not be responsible for the use or combination of PROFITS® with other End-User's programs, software, or data. NETCOMPANY shall not be responsible for any damage or loss (including loss of anticipated profits) of the End User and/or any third party, by virtue of the PROFITS® performance. NETCOMPANY does not warrant that the operation of the PROFITS® will be uninterrupted or error free, nor does it guarantee that NETCOMPANY's remedial efforts will lead to restoration of any errors. NETCOMPANY warrants that the PROFITS® shall operate substantially in accordance with the relevant specifications included in the PROFITS®'s documentation, for the time period of the Contract. NETCOMPANY makes no other warranties hereunder and the warranties contained herein are instead of all other warranties, express, implied, or statutory, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

17. Subject to Article 15, NETCOMPANY's total aggregate liability to the End-User for any reason whatsoever and howsoever hereunder shall be for direct damages only and shall be limited to the amount paid to NETCOMPANY for the PROFITS® that gave rise to the claim. In no event shall NETCOMPANY be liable to the End-User for any indirect, special, incidental, or consequential damages or losses, even if advised of their possibility and whether in contract, tort or otherwise.

18. The license to Use the PROFITS® shall remain valid for the whole duration of the Contract, as well as after the expiration of said Contract in accordance with its terms; however, it will be automatically terminated at any time in the following cases:

- i. In case the End-User is in breach of any of the terms and conditions of this License, which all of them are hereby agreed as substantial and fundamental, including but not limited to the cases of unauthorized Use and/or not in accordance with the provisions of this License.
- ii. In case the End-User goes into bankruptcy, liquidation, administration, or another similar situation.
- iii. In case this License is terminated in accordance with Contract's terms and conditions.

In the above cases, the End-User shall cease to use the PROFITS® that has been provided to it in the frame of this License and the Contract and shall immediately and in accordance with NETCOMPANY's relevant written instructions, destroy (to extent possible) or return to NETCOMPANY all copies existing in any magnetic media or in the End-User's computers. Furthermore, the End-User shall provide to NETCOMPANY written certification that any and all copies of the PROFITS®, have been returned,

Netcompany

removed, or destroyed in accordance with NETCOMPANY's relevant written instructions. The End-User shall permit on-site inspection by NETCOMPANY, in order to certify the fulfilment of the End User's aforementioned obligations.

19. The End-User shall be obliged to indemnify, without limitation, NETCOMPANY, for any damages and/or losses incurred by NETCOMPANY by reason of termination for End User's breach and/or breach by the End-User of any of the terms and conditions of this License.

20. If any provisions of this License should be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire License, which shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly. The Parties shall endeavor to amend such provisions so that the intent of this License may be preserved.

21. The failure of either Party, at any time, to enforce or require performance of any of the provisions of this License, or to exercise any right or option hereunder provided, shall in no way be construed to be a waiver of that or any other provisions of this License or to affect the right of such Party thereafter to enforce each and every such provision.

22. This License may be modified only by a written instrument duly signed by authorized representatives of both Parties.

23. Articles 1, 2, 12, 13, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27 of this License, as well as all terms pertaining to the protection of the PROFITS®, shall survive termination, for any reason whatsoever, and/or expiration of this License.

24. PROFITS® (including any extensions, modifications, enhancements, alterations, or corrections thereof) constitutes information confidential to NETCOMPANY. The End-User is obliged to hold and protect any information in relation to this License, the PROFITS® in confidence and not to disclose it to any third party and not to use it for any purpose other than as provided in this License, without the prior written consent of NETCOMPANY.

25. This License shall be governed by and construed in accordance with the laws of Luxembourg, without reference to its conflict of laws provisions. For any and all disputes, differences, or questions between any of the Parties with respect to any matter arising out of or relating to this License shall be finally settled by the competent courts of Luxembourg.

26. NETCOMPANY shall be a beneficiary party of this License.

27. This License constitutes the entire agreement between the Parties hereto with regards to the use of the PROFITS® and supersedes any prior relevant agreement or statement, written or oral.

28. This License is attached to the Contract and consist of an integral part of it. In case of conflict between the terms of this License and the Contract terms, the terms of this License shall prevail.



Netcompany SA License Agreement

DEFINITIONS

- "Contract"** means the Contract No. _____ [contract number] signed between Netcompany and the End-User on _____ [date], to which this License is attached as part thereof.
- "Copy"** means each separate occurrence of the Software (as defined below).
- "End-User"** means "xxxxxxxxxxxxxxxxxxxxxxxx", a company registered and existing under the laws of [country] with registered office in [address].
- "Netcompany "** means **Netcompany SA** a company incorporated under the laws of Luxembourg, with registered office in Luxembourg (2b rue Nicolas Bové, L-1253, Luxembourg).
- "License"** this License Agreement".
- "Software"** The software application named (SW name) and provided to the End-User as part of the Contract or of any portion thereof.
- "Site"** means the site of the End- User located at at which the Software will be installed.

1 LICENSE TO USE

- 1.1** Subject to full payment of the respective Software License fees as provided for in the Contract, Netcompany grants to the End-User a non-exclusive, nontransferable license to use the Software in accordance with the Contract and the following terms and conditions. The Software is and shall remain the exclusive property of Netcompany, which is the owner of any and all intellectual and other industrial property rights, trade marks and trade secrets, and the End-User shall have the right to use them only for its internal needs and does not hereby acquire any kind of rights except as stated in this License. The End-User acknowledges that Netcompany is the owner of any and all intellectual property rights in the Software and is entitled to enforce provisions under the terms of this License. The End-User shall not remove or delete any proprietary notices or marks from the Software and shall ensure that any such proprietary notices or marks shall be retained on any copies of the Software. This License does not constitute a transfer to the End-User and/or any other third party, of any intellectual property right or of any other right whatsoever.
- 1.2** The License granted hereby is for the use of the Software by the End-User only for the purpose of its internal business needs and activities (for the avoidance of any doubt, it is agreed that business needs of companies in the End-User group/subsidiaries etc. are not included in the scope of this license) and the End-User shall not assign, transfer, part with or sub-let any interest in it or grant any right under it to any third party.

- 1.3 The License granted hereby allows End-User to use the Software for unlimited number of users and environments/sites.
- 1.4 In case the End-User is sold, transferred, merged or otherwise undergoes a change of control or ownership or in case the End-User acquires another entity, all obligations and the rights of using the Software will pass to the successor subject to payment of an additional fee.

2 TERMS OF USE

- 2.1 The End-User shall not copy, reproduce, modify, translate, sublicense, distribute, transfer, or otherwise dispose of, or tolerate the use, by any third party, of the Software, in whole or in part. Furthermore, reverse engineering or reverse compiling, disassembling or decompiling of the Software, for any reason whatsoever, is not permitted.
- 2.2 The End-User shall notify Netcompany promptly in writing of any actual or suspected unauthorized Software use of which it becomes aware.
- 2.3 For the whole duration of the present License as well as after termination of it for any reason whatsoever, the End-User is obliged to ensure the rights of Netcompany stated in Article 1 here above. Furthermore, the End-User in order to assist Netcompany in the protection of its proprietary rights, shall permit representatives of International to inspect the End-User's records relevant to the use, storage or destruction of the Software and any copies thereof.
- 2.4 The Software (including any released standard extensions, modifications, enhancements, alterations or corrections thereof) constitutes information confidential to Netcompany. The End-User is obliged to hold and protect any information in relation to this License and the Software in confidence and not to disclose it to any third party (subject to the following provisions of this Cause 2.4) and not to use for any purpose other than the one stated in the present License, without the prior written consent of Netcompany.

End-User is entitled to use the services of third parties to configure or extend/customize the functionality of the Software, in which case the End-User undertakes the obligation to commit said third parties with the confidentiality obligations of this License and to obtain the said third parties agreement to and compliance with the following statement:

“All industrial and intellectual property rights and trademarks contained in the Software artifacts provided with every release , as well as, in the Information Portal website of the Software, are under protection of the intellectual property laws and all related intellectual property rights and copyrights are reserved by NETCOMPANY S.A. No part of any information included in release deliverables or the Information Portal website may be copied, reproduced, translated, stored in a retrieval system, sublicensed, distributed, transmitted, transferred, or otherwise be disposed, on any form or by any means, in whole or in part, without the prior written consent of NETCOMPANY S.A.”.

3 WARRANTIES – LIMITATION OF LIABILITY

- 3.1** Neither Netcompany nor its licensors shall be responsible for the use or combination of the Software with other End-User's programs, software or data.
- 3.2** Neither Netcompany shall be responsible for any damage or loss (including loss of anticipated profits) of the End-User and/or any third party, by virtue of the Software performance (e.g. program bugs, wrong calculations etc). The End-User accepts that in no event shall Netcompany be liable for any incidental, indirect, special or consequential losses or damages, whether foreseeable or unforeseeable, or for any claim against the End-User or its customers by any third party, which shall include, without limitation, loss of profit, use or goodwill or similar financial loss and any payment made to a third party. The liability of Netcompany shall be limited to direct damages only which in no case shall exceed the license and maintenance fee paid during the last twelve (12) months to Netcompany for the part of the Software which gave rise to the claim.
- 3.3** Netcompany does not warrant that the operation of the Software will be uninterrupted or error free, nor does it guarantee that Netcompany's remedial efforts will lead to restoration of any errors. Netcompany warrants that the Software shall operate substantially in accordance with the relevant specifications included in the Software's documentation for the time period foreseen in the Contract.
- 3.4** The warranties included herein are instead of all other warranties, express, implied or statutory, including but not limited to any implied warranties of merchantability or fitness of the Software for a particular purpose.
- 3.5** Netcompany shall either defend or settle, at its discretion and at its expense, any action brought against the End-User to the extent that it is based on a claim that the Software, when used as authorized in this License, infringes any duly issued patent or copyright. In such event, Netcompany shall hold the End-User harmless and will pay all damages, attorneys' fees and costs finally awarded by an irrevocable court order by a court of competent jurisdiction in any suit against the End-User, which are attributable to such action. Netcompany's obligations hereunder are conditioned upon the End-User (i) promptly notifying Netcompany of the claim in writing and furnishing a copy of each communication, notice or other action relating to the infringement or alleged infringement; (ii) providing Netcompany with sole control of the defence of the claim and all related settlement negotiations; and (iii) providing Netcompany, upon request, with all information available to the End-User and reasonable assistance, at Netcompany's expense, necessary for Netcompany to defend or settle such claim.
- This obligation excludes infringement arising out of (1) any unauthorized use of the Software; (2) Software modifications not performed by Netcompany; or (3) the combination, operation, or use of the Software with non pre-approved by Netcompany programs, data or specifications if a different combination would avoid the infringement or (4) modifications made in compliance with the End-User's specifications or instructions.
- This obligation is limited to Netcompany's choice of (a) procuring for the End-User the right to continue using the same or (b) replace or modify the Software so that it becomes non-infringing.

THE FOREGOING INDEMNITY OBLIGATIONS OF NETCOMPANY UNDER THIS ARTICLE 3.5 CONSTITUTE NETCOMPANY'S SOLE LIABILITY AND THE END-USER'S SOLE REMEDY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BROUGHT BY A THIRD PARTY BY REASON OF THE PROPER USE OF THE SOFTWARE.

- 3.6** The End-User shall be obliged to indemnify without limitation Netcompany for any damages and/or losses incurred by Netcompany by reason of breach by the End-User of any of the terms and conditions of this License.

4 TERM AND TERMINATION

- 4.1** This License is granted for an indefinite time period (perpetual license) and can be terminated as provided for here below.
- 4.2** The present License shall be automatically terminated at any time in the following cases:
1. In case the End-User is in breach of any of the terms and conditions of this License, which all of them are hereby agreed as substantial and fundamental, including but not limited to the case of unauthorized and/or not in accordance with the provisions of this License use by the End-User of the Software at any time.
 2. In case the End-User goes into bankruptcy, liquidation, administration or other similar situation.
 3. In case this License is terminated in accordance with Contract's terms and conditions.
- 4.3** In case of termination of this License as above, the End-User shall cease to use the Software and shall immediately and in accordance with Netcompany's relevant instructions, destroy or return to Netcompany all copies existing in any magnetic media or in the End-User's computers. Furthermore, the End-User shall provide to Netcompany written certification that any and all copies of the Software, have been returned, removed or destroyed in accordance with Netcompany's relevant instructions.

5 GENERAL

- 5.1** This License shall be governed by and construed in accordance with the laws of Luxembourg. For any and all disputes, differences or questions between any of the Parties with respect to any matter arising out of or relating to this License shall be finally settled by the competent courts of Luxembourg.
- 5.2** The Articles and terms of the present License pertaining to the protection of the Software shall survive termination, for any reason whatsoever, and/or expiration of the present License.
- 5.3** All notifications made between the parties hereto in the context of the present License shall be considered valid only if made in writing (even by e-mail).

- 5.4** If any provisions of this License should be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire License, which shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 5.5** The failure of either party, at any time, to enforce or require performance of any of the provisions of this License, or to exercise any right or option hereunder provided, shall in no way be construed to be a waiver of that or any other provisions of this License or to affect the right of such party thereafter to enforce each and every such provision.
- 5.6** This License constitutes the entire agreement between the parties hereto with regards to the use of the Software and supersedes any prior relevant agreement or statement, written or oral. This License may be modified only by a written instrument duly signed by authorized representatives of both parties.
- 5.7** The present License is attached to the Contract and consist an integral part of it. In case of conflict between the terms of this License and the Contract terms, the terms of this License shall prevail.

**For and on behalf of
Netcompany**

**For and on behalf of
the End-User**

Name:

Title:

Name:

Title:

Netcompany



PULSE/VERA License Agreement

1 PARTIES

This agreement including Appendix 1 – License Terms ("**Agreement**") regarding Customer's right to use the [Pulse/Vera] software platform (the "**Platform**") is entered into between:

(5) Netcompany A/S, CVR-no. 14 81 48 33, Strandgade 3, DK-1401 Copenhagen, Denmark ("**Netcompany**"); and

(6) [...], Registered in England & Wales, Company Number [...] with its registered address at [...]. ("**Customer**").

Netcompany and Customer are collectively referred to as the "**Parties**" and separately as a "**Party**".

2 PLATFORM AND FEES

2.1 Customer is granted a right to use the following Platform subject to payment of the license fee as specified below:

PLATFORM		LICENSE FEE (GBP exclusive of VAT)
Netcompany Pulse – Version [...]		[...]
Netcompany Vera – Version [...]		

2.2 Customer may exercise its exit option (cf. clause 17) subject to payment of the exit fee as specified below:

OPTIONS	EXIT FEE (GBP exclusive of VAT)
Exit option	GBP [...] (One-time fee)

2.3 The license fee is invoiced upon execution of the Agreement and exit fee upon Customer's activation of the exit option. Payment terms are thirty (30) days from date of invoice.

3 LICENSE TERMS

3.1 Customer's right to use the Platform is subject Appendix 1 – License Terms.

4 SIGNATURES

4.1 The Parties, each acting under due and proper authority, have executed the Agreement as of the last date written below.

Netcompany A/S	Customer
Date:	Date:
Name:	Name:
Title:	Title:

Appendix 1 – License terms

5 PARTIES AND ACCEPTANCE

- 5.1 These license terms ("**License Terms**") form part of and apply to the Agreement made between Netcompany A/S, CVR-no. 14 81 48 33, Strandgade 3, DK-1401 Copenhagen, Denmark and Customer stated on the face of this Agreement.

6 DEFINITIONS

- 6.1 "**Platform**" means the standard software specified in the Agreement and written documentation, manuals, including any internal manual. The Platform is a standard product with out-of-the-box functionality excluding any customer specific developments, adaptations, configurations or similar.
- 6.2 "**Affiliate**" means with respect to any person, any other person directly or indirectly, through one or more intermediaries, Controlling, or Controlled by, or under common Control with such person at any given time.
- 6.3 "**Authorised User**" means any employee, consultant or other third party working for and in the interest of Customer (or its Affiliates, if applicable).
- 6.4 "**Control**" means the power to direct the management of a person (directly or indirectly), whether through ownership of securities, by contract or otherwise and shall be presumed to exist in relation to a controlled person when another person holds (i) a majority of the voting rights, (ii) the right to control more than half of the voting rights by virtue of an agreement, (iii) the right to direct the financial and operational management by virtue of articles of association or agreement, (iv) the right to appoint or remove the majority of the members of the supreme governing body having a controlling influence, or (v) possession of the actual majority of votes at general meetings or equivalent governance forum and thereby an actual controlling interest in such person; and "Controlled" and "Controlling" shall be construed accordingly.
- 6.5 "**Confidential Information**" has the meaning ascribed in clause 10.
- 6.6 "**Customer Data**" means any data, content, materials, video, graphics, recordings, or text, including personal data, which Customer or its Authorised Users provide(s) to Netcompany through their use of the Platform.
- 6.7 "**Intellectual Property Rights**" means all intellectual property rights of any kind (whether or not they can be subject to registration and whether or not they are registered or are subject to an application for registration), including, but not limited to, copyrights, patent rights, rights to inventions, rights in designs, trade or business names, domain names as well as rights in proprietary information, technology and knowhow and all other rights or forms of protection of a similar nature.
- 6.8 "**Third Party Services**" means services from third parties (i.e., not Netcompany or Customer) included or embedded in the Platform, or used in relation with the Platform, such as source components, online services, platforms, software, hardware, data, documentation, or other such services.

7 SCOPE OF THE LICENCE

- 7.1 Subject to payment of the license fee, Netcompany grants to Customer a global, time limited, non-transferable, non-exclusive right to use the Platform for Customer's own internal business purposes as contemplated by and/or set out in the documentation and as permitted by and subject to the terms of the Agreement.
- 7.2 Customer's right to use the Platform shall also extend to Customer's Authorised Users, Affiliates, and their Authorised Users subject to the terms of the Agreement. Customer may allow third-party suppliers of Customer to use the Platform in accordance with the Agreement for the sole purpose of providing technical assistance to Customer thereby acting as an Authorised User on behalf of Customer. Technical assistance shall include maintenance, bug fixes, changes, further development, and hosting to the extent such assistance comply with the terms of the Agreement. Customer shall in all respects be responsible for the acts and omissions of its Affiliates and of all Authorised Users. Netcompany is entitled to require that the Authorised Users accept and acknowledge the License Terms as applicable and updated from time to time and regarding third-party suppliers, that such entities are bound by standard confidentiality obligations before being permitted access to the Platform. All obligation applicable to Customer in these License Terms shall similarly apply to Authorised Users and Affiliates if such Authorised Users and Affiliates are granted access to the Platform.
- 7.3 Unless otherwise agreed, the Platform is made available to Customer from the effective date of the Agreement from which moment Customer may access and use the Platform.
- 7.4 Customer undertakes:

Netcompany

- (a) To supervise and control that the Platform is used in accordance with the terms of this Agreement.
- (b) To keep accurate and up-to-date records of the number of Platform copies which are in Customer's possession and where they are located.
- (c) Not to make Platform (including, but not limited to programme print-outs, object code and source code) available or otherwise accessible, neither in whole nor in part, in any form to any persons than the Authorized Users without Netcompany's prior written consent.
- (d) Immediately and no later than two (2) weeks after the date when the Agreement is terminated or expires for whatever reason, to return or destroy (depending on Netcompany's instructions) all Platform and copies of Platform in any form, including partial copies of Platform modifications received from Netcompany or produced in connection with this Agreement as well as all documentation related thereto, and to guarantee to Netcompany that this has been done, unless Netcompany has approved in writing that Customer keeps a copy for filing purposes.

7.5 Customer shall not:

- (a) use the Platform in violation of any applicable law or regulation;
- (b) copy, use, distribute, republish, download, display, transmit, sell, rent, commercialize lease, host, or sub-license the Platform,
- (c) use the Platform to store or transmit any messages, content, data or information that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libellous or invasive or any messages, content, data or information in violation of third-party rights, including privacy rights;
- (d) attempt to interfere with or disrupt the systems, software, network or equipment underlying or connected to the Platform;
- (e) modify, create derivative works of, adapt, translate, reverse engineer, decompile, or otherwise attempt to discover the source code or other technology forming part of the Platform;
- (f) circumvent or disclose the user authentication or security of the Platform or any host, network, or account related thereto;
- (g) remove any copyright notices, trademarks, trademark credits, confidentiality notices, marks, legends or other information included in the Platform.
- (h) In order to protect the Platform against unauthorized use and copying, Netcompany may incorporate controls, which can provide Netcompany with information about the users being granted access to the Platform.

7.6 The Agreement is limited to the provision of a right of use to the Platform and does not include any additional or accompanying services regardless of whether or not such services may be relevant for the use of the Platform. Unless specifically agreed between the Parties in a separate agreement, Customer has no right to receive future updates, further development or new versions, etc. of the Platform. Similarly, Customer is not entitled to receive any assistance in setting up or using the Platform. or any other form of assistance or service related to the Platform, such as support, hosting/operations, infrastructure, customer-specific adaptations, installation services, assistance with the use or deployment of the Platform etc.

7.7 The right to use granted to Customer pursuant to this clause 3 does not includes access to the source- or object code of the Platform, unless Customer has utilized its exit option, cf. clause 17 below.

8 PAYMENT

8.1 The licence fee is specified in the Agreement.

8.2 The licence fee is payable on the date and in the currency specified in the Agreement.

8.3 All amounts payable under the Agreement are exclusive of VAT. If any sales taxes, including VAT, are imposed by reason of the Agreement, Customer agrees to pay such taxes. Furthermore, Customer agrees to pay all imposts, taxes and dues imposed in connection with the Agreement. Netcompany will be responsible for all taxes related to its personnel or business operations, including taxes based on the net income of Netcompany and any taxes payable upon the payroll of Netcompany's personnel.

8.4 Netcompany shall be entitled to increase its fees once a year with effect as of 1 January with the higher of (i) the development in the consumer price index published by the United Kingdom Office for National Statistics by comparing the index for October in the year prior to the yearly adjustment with October the year before, or (ii) 3%.

Netcompany

- 8.5 If the costs of providing the Platform increase due to new regulatory requirements or other costs reasonably outside the control of Netcompany, Netcompany shall be entitled to increase the fees correspondingly by a notice of ninety (90) days.
- 8.6 In case of delayed payment, Netcompany is entitled to interest on the outstanding amount from the due date until the date of payment at the then applicable interest prescribed by the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.7 In case of default in payment of any amount, Netcompany may terminate this Agreement for cause subject to 30 days' written notice and claim full compensation for such default. Such termination shall not extinguish any accumulated rights and obligations owed to Netcompany.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights or other rights in or pertaining to the Platform and any material related thereto together with any modifications and enhancements and any other deliverables provided by Netcompany under the Agreement are and shall continue to be the sole and exclusive property of Netcompany (and its third-party licensors), including the right to amend, modify, redistribute and transfer such Intellectual Property Rights or other rights. Except for the limited rights expressly granted herein, the Agreement does not transfer any such Intellectual Property Rights or other rights to Customer. Netcompany reserves to itself all rights that are not expressly granted pursuant to the Agreement. Customer unconditionally and irrevocably assigns to Netcompany its entire right, title, and interest in any Intellectual Property Rights that Customer may have currently or in the future relating to the Platform or documentation, including any derivative works, improvements, or any similar rights, however held or acquired, unless otherwise agreed between the Parties.
- 9.2 Customer owns and shall retain all right, title, and interest in and to the Customer Data. Customer represents and warrants that none of the Customer Data violates the Agreement and that it has all necessary right, title, interest and consent necessary to allow Netcompany to use Customer Data for the purposes of fulfilling its obligations under the Agreement.
- 9.3 Netcompany is entitled to use any ideas, suggestions, etc. provided by Customer or its Authorised User to Netcompany, e.g. concerning updates and development of new functions/products. Customer hereby, and shall procure that its Authorised Users, grants Netcompany a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use such ideas, suggestions, etc for the development of any software or services, without restriction and without any compensation payable by Netcompany.

10 CONFIDENTIAL INFORMATION

- 10.1 For this Agreement, "**Confidential Information**" means all commercial and operational information and knowhow together with any other information not generally known or reasonably ascertainable, including the existence of this Agreement and its terms and, whether in writing, orally, visually, electronically or otherwise, disclosed by or on behalf of one Party (the "**Disclosing Party**") to the other Party (the "**Recipient**") including but not limited to Customer Data and the Platform. Confidential Information does not include information that (i) is or becomes a matter of public knowledge through no fault of the Recipient, (ii) was rightfully in the Recipient's possession free of any obligation of confidence, (iii) was rightfully disclosed to Recipient by a third party without restriction as to use or disclosure, or (iv) is independently developed by the Recipient without use of or reference to the Disclosing Party's Confidential Information.
- 10.2 The Recipient shall not disclose Confidential Information to any third Party. The Recipient shall limit use and access to Confidential Information to such persons, who have a need to know, and who are bound by confidentiality obligations no less protective than the Agreement.
- 10.3 The Recipient will protect the Disclosing Party's Confidential Information by using the same degree of care as the Recipient uses to protect its own confidential or proprietary information of a like nature (but not less than a reasonable degree of care). The Recipient will promptly notify the Disclosing Party upon learning of any misappropriation or misuse of Confidential Information disclosed hereunder.
- 10.4 Notwithstanding the foregoing, the Recipient will be permitted to disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided that the Recipient provides the Disclosing Party with prompt prior notice (to the extent legally permitted to do so), and the scope of such disclosure is limited to the extent possible.
- 10.5 The Parties shall ensure that their employees also observe this clause 10.
- 10.6 The provisions of this clause 10 apply indefinitely.

11 FUNCTIONALITY OF THE PLATFORM

Netcompany

- 11.1 The Platform is a standard software product made available to Customer "as-is" in the condition it exists at the effective date of the Agreement. The Platform will in all material aspects work in accordance with the specifications set out in the Agreement and any original documentation provided by Netcompany. Netcompany warrants that all material functions work, provided that the Platform is used for the intended purpose in accordance with the specifications and on the computer hardware and with the operating system or infrastructure for which the Platform has been developed. Beyond this Netcompany disclaims all warranties, guarantees, undertakings, representations or other terms or conditions, whether direct or indirect. The Platform is neither fault-tolerant nor without flaws, conflicts or interruptions, and Customer accepts that the Platform may contain minor defects and inconveniences that do not significantly affect the use of the Platform.
- 11.2 Customer is responsible for ensuring that the Platform meets Customer's requirements. Any assistance provided by Netcompany in connection with Customer's choice of Platform is based on Customer's own information. Customer is responsible for both the completeness and the accurateness of this information. Netcompany does not guarantee that the Platform will meet Customer's requirements or live up to Customer's expectations.
- 11.3 Netcompany may perform updates, changes or improvements to the Platform on a regular basis. Netcompany is also entitled to change the composition and structure of the agreed Platform. Such updates, improvements and changes may be performed with or without notice and may affect the agreed Platform, including information and data uploaded to or provided by the agreed Platform.

12 THIRD PARTY SERVICES

- 12.1 The Platform may include Third Party Services, typically in the form of standardised services or products such as open source components, online services, platforms, software, hardware, data, documentation, or other such services.
- 12.2 Notwithstanding anything to the contrary, Netcompany assumes no liability of any kind for any Third Party Services, including concerning availability, functionality, updates, modifications or defects; Third Party Services are delivered strictly "as is", Netcompany's sole responsibility is to forward to the Third Party or distributor hereof any defect report received by Customer. Netcompany can at any time change Third Party Services providers, provided however, that the Platform from an overall point of view does not significantly deteriorate in relation to functionality etc. as a consequence of such a change.
- 12.3 If Third Party Services are subject to the third party's applicable service terms/licence terms, the terms/licence terms will be provided to Customer, e.g. as part of the Agreement, by reference, as part of a software product, by shrink-wrap, click-wrap or browse-wrap licenses or otherwise. All provisions of third party's terms, including rights of use and limitations of liability, takes precedence over the Agreement, and are deemed accepted by Customer as part of Customer's acceptance of an Agreement for Platform, which include Third Party Services.
- 12.4 This clause 12 shall apply for any Third Party Service, whether integrated in the Platform or made available to Customer as a standalone service etc. For the avoidance of doubt, the third party providing the Third Party Services is not considered a sub-supplier.

13 DEFECTS AND REMEDIES

- 13.1 Customer must check and test the Platform without undue delay from the time of delivery. Customer's remedies for breach, including for defects and delay, expires if notice hereof is not received by Netcompany without undue delay and in all circumstances at the latest ninety (90) days after the breach was discovered or ought to have been discovered.
- 13.2 The Platform is considered defective if it does not substantially meet the specifications set out in the Agreement, being understood that IT services are never completely free from errors, defects or interruptions, and such deviation affects the functionality of the Platform as a whole and prevents proper execution of the Platform. If Customer documents in writing that the Platform is defective, Netcompany is obligated and entitled, for a period of up to ninety (90) days after the date of delivery, at its own option to either (a) deliver a new defect-free version of the Platform without charge or (b) to correct the defect without charge or (c) to grant a proportionate reduction of the price, or (d) to terminate Agreement and repay the licence fee received and subject to Customer returning all versions and copies of the Platform, manuals, relevant documentation and other material. Customer shall not be entitled to direct any claim against Netcompany other than the remedies stated in this clause 13.2. Customer accepts that errors which do not fall within the above do not give Customer any additional remedies such as right of termination or any right to claim correction or other remedies for breach.
- 13.3 If Customer or any third party makes an intervention into, changes or makes modification to the Platform, Netcompany will no longer be bound by its obligations under the Agreement. Netcompany is not liable for any error or defects not relating to the Platform. Also, Netcompany is not responsible for the integration or interaction between the Platform and Customer's existing hardware and software. Netcompany is not responsible for any

Netcompany

effects of updates on other hardware, software or adjustments of the Platform, whether or not such adjustments have been developed by Netcompany. Netcompany disclaims all liability for the consequences of such intervention or modification.

14 NETCOMPANY'S LIABILITY

- 14.1 The Parties shall be liable for the performance or non-performance of their respective obligations under this Agreement in accordance with the general principles of laws of England and Wales , except as deviated in this Agreement.
- 14.2 Netcompany is not liable for any loss caused by indirect or consequential damage (including loss of expected profit, loss or recovery of data, system inaccessibility, loss of goodwill or other similar consequential loss) in connection with the use of the Platform or missing functions in the Platform, whether or not Netcompany had notice of the risk of such loss, and whether or not Netcompany has acted negligently.
- 14.3 Netcompany's total liability for loss or damage is limited to GBP 100,000 regardless of whether Netcompany was aware of the risk of such loss, and regardless of whether the loss is attributable to Netcompany's negligence or other acts.
- 14.4 Netcompany is liable under the laws of England and Wales for any loss caused by its defective products, but only within the statutory limits. Accordingly, Netcompany disclaims any product liability which is based on case law only.
- 14.5 Nothing in this clause 14 may be taken as limiting the liability of a Party in respect of breach of confidentiality obligations, damages or losses caused by fraud, wilful misconduct or gross negligence, or death or personal injury arising as a result of that Party's negligence.

15 INFRINGEMENT OF THIRD-PARTY RIGHTS

- 15.1 Netcompany is responsible to Customer for ensuring that the Platform does not infringe any third-party intellectual property rights.
- 15.2 If an infringement claim is made against Customer, Customer must give Netcompany prompt notice. Netcompany will then join the case and pay the costs involved and will have an irrevocable authority to appear as defendant at its own expense or to settle the dispute concerning the alleged infringements. This is subject to the condition that the infringement is not attributable to Customer.
- 15.3 If the third party succeeds in its claim, Netcompany is entitled, at its own option, either to provide Customer with the right to continue to use the Platform or to terminate the infringement by modifying or replacing the Platform with other software with essentially the same functionality as the Platform or to terminate the Agreement with immediate effect and repay any licence fee paid by Customer. In this case, Customer is not entitled to raise any further claim against Netcompany.

16 CUSTOMER RESPONSIBILITIES

- 16.1 Customer shall fulfil any obligation set out in this Agreement and shall perform any action reasonably required by Netcompany or any action which can reasonably be expected in order to ensure the proper performance of the Agreement, including, but not limited to:
 - (a) Make information, employees and third-party services available to the extent required by Netcompany in order for Netcompany to fulfil its obligations under the Agreement;
 - (b) Inform Netcompany of any changes in legislation applicable to Customer to the extent relevant for the performance of the Agreement;
 - (c) Coordinate Netcompany's performance under this Agreement with Customer's other IT-providers and IT-deliverables; and
 - (d) Immediately report any defects in the Platform to Netcompany and under all circumstances no later than one month after the defect was or should have been identified.
- 16.2 Netcompany will be excused from failure to perform its obligations under this Agreement if Customer or its third-party contractors fail to timely and adequately perform its obligations under this Agreement and if such non-performance contributes to Netcompany's failure to perform.

17 EXIT OPTION

- 17.1 By written request to Netcompany, Customer shall have the option to exercise a right to receive the underlying source code to the Platform. Netcompany shall hand-over a copy of the source code at the time specified

Netcompany

between the Parties or if no time has been specified without undue delay (however at minimum ten (10) work days) after Customer has paid the exit fee.

17.2 Payment of the exit fee include a single hand-over of the source code in a format and repository decided by Netcompany, however on the condition that the format and repository chosen by Netcompany are within ordinary market standards allowing Customer to receive and utilize the source code without incurring any extraordinary costs. Any additional or subsequent handover of the source code shall be subject to payment of additional exit fees. The exit option does not include any assistance, guidance or support by Netcompany related to the handover of the source code, including any adjustments or changes to the source code or similar (which may be purchased separately). The code base covered by the exit option shall include extensions, updates, upgrades and/or new versions of the Platform if Customer has purchased and received any such additional updates, upgrades and/or new versions as part of a separate agreement with Netcompany. In such case Customer shall be provided with the source code to the Platform in the form and scope as it exists at the moment of the activation of the option.

17.3 Customer's right to use the source code made available as part of the exit option shall in all circumstances be subject to the terms and conditions set forth in this Agreement, including any limitations in the right to use, intellectual property rights, and confidentiality obligations etc.

18 THE PUBLIC STATEMENTS AND REFERENCE

18.1 Netcompany may refer to Customer, or any Affiliate of Customer on its customers list, press releases, marketing materials, on its website and the existence of the relationship etc. between the Parties, without prior written consent of Customer.

18.2 Following the Parties signature of the Agreement, Netcompany may write a success case story involving the Customer and its use of the Platform. The Customer hereby grants Netcompany the permission to publish the success case on Netcompany's website and for other marketing purposes.

19 NETCOMPANY'S AUDIT RIGHT

19.1 Customer shall without undue delay provide all documentation and information reasonably requested by Netcompany in order for Netcompany to verify Customer's compliance with the Agreement.

19.2 Upon reasonable written notice to Customer and at Netcompany's own expense, an independent IT expert or certified public accountant or Netcompany itself shall have a right to audit Customer's use of the Platform including by visits to the premises of Customer. Customer shall reasonably cooperate in such audit. In the event that Customer's use of the Platform is in violation of the Agreement, Customer shall immediately settle any underpayment on the basis of the current license fee and Customer shall pay all reasonable expenses incurred by Netcompany related to such audit. In addition, Netcompany is entitled to claim additional losses and damages recoverable under law.

20 FORCE MAJEURE

20.1 Either Party is entitled to suspend the performance of its obligations without incurring liability for damages under this Agreement if and to the extent that such performance is impossible due to extraordinary circumstances beyond the reasonable control of such Party and such circumstances could not have been foreseen and avoided, including by virtue of business continuity plans, contingency plans contingency plans, disaster recovery plans or other similar preventive measures in accordance with good industry practice.

20.2 The Party claiming to be affected by any circumstance referred to in clause 20.1 shall, without undue delay, notify the other Party of the intervention and of the cessation of such circumstance. If the performance of Netcompany is suspended due to circumstance referred to in clause 20.1, Customers obligation to pay the license fee shall be suspended correspondingly.

20.3 In addition to any other remedies, either Party is entitled to terminate this Agreement with immediate effect (without the Parties being liable for damages towards each other) by written notice to the other Party if it is clear from the circumstances that the performance of this Agreement will be and is suspended under clause 20.1 either partially or fully for more than 30 Days.

21 GENERAL REGULATION

21.1 **Transfer.** Customer may not assign or transfer its rights or obligations under the Agreement to any third party without Netcompany's prior written approval. Netcompany may transfer its rights and obligations under the Agreement to a company which is affiliated in whole or in part with Netcompany.

Netcompany

- 21.2 **Interpretation.** Agreement supersedes all prior agreements and understandings between the Parties with respect to the Platform. In the event of any conflict between the contract documents, they shall apply in the following order of priority: (a) The main body of the Agreement, (b) Appendix 1 – License Terms and (c) any applicable documentation or technical description of the Platform.
- 21.3 **Severability.** If any of these terms and conditions included in the Agreement are found to be invalid, illegal or unenforceable, such terms, conditions or provisions will be severed from the other terms, conditions and provisions, which remain valid to the extent permitted by law.
- 21.4 **Entire Agreement.** The Agreement constitutes the entire agreement made between the Parties in relation to Customer's right to use the Platform.
- 21.5 **Subcontractors.** Netcompany shall be entitled to use subcontractors in its provision of the Platform. Regardless of the use of any subcontractor, Netcompany shall remain responsible for the performance of all its obligations pursuant to the Agreement.
- 21.6 **Amendments.** Either Party may request an amendment of the Agreement. Both Parties shall in this case conduct discussions relating to the proposed amendment of the Agreement in good faith and neither Party shall act unreasonably. Any changes to the Agreement shall be included in an amendment to the Agreement and shall be agreed in writing by the Parties.
- 21.7 **Other Agreement.** Breach of any other agreement(s) made with Customer will not be deemed a breach of this Agreement, regardless of whether the other agreement(s) has any connection or relation to the Agreement.

22 GOVERNING LAW AND DISPUTE RESOLUTION

- 22.1 This Agreement is governed and construed by and shall be interpreted in accordance with the laws of the England and Wales. The Courts of England and Wales shall have exclusive jurisdiction over any dispute arising in connection with this Agreement.
- 22.2 The Parties shall attempt to settle any dispute between them by entering into good faith negotiations through the appropriate management level in a timely manner.
- 22.3 The Parties shall keep the arbitration proceeding, the subject thereof as well as any award confidential.

