

KVANTIFY - TERMS AND CONDITIONS

Kvantify ApS

1 KVANTIFY APS TERMS OF SERVICE

1.1 These terms and conditions ('Terms') apply between Kvantify ApS, company reg. no. (CVR) 42958093, Rosenvængets Allé 25, st., 2100 København Ø ('Kvantify') and the Customer. The Terms govern the Customer's use of Kvantify's software and consulting services (the 'Service'). By using the Service, the Customer agrees to be bound by the Terms, and acceptance of the Terms is a condition for the grant of access to the Service.

2 DEFINITIONS

2.1 '**Agreement**' shall mean the order form including any attached schedules.

2.2 '**Affiliate(s)**' shall mean any corporation, company, partnership, joint venture or other entity which controls, is controlled by, or is under a Party's common control. For purposes of this definition, 'control' of an entity means the ownership, directly or indirectly, of more than fifty percent (50 %) of the outstanding voting securities or capital stock of such entity, or the legal power to direct or cause the direction of the general management and policies of such entity.

2.3 '**Confidential Information**' shall mean any and all information, including all know-how, disclosed or otherwise made available by or on behalf of a Party ('Discloser') to the other Party ('Recipient') under these Terms and the Agreement, whether written, oral or in any other form, including any compilations and summaries containing such information, regardless of whether such information is designated as 'confidential'.

2.4 '**Intellectual Property Rights**' shall mean any intellectual property right (whether registered or unregistered), including, but not limited to, copyrights, design rights, trademarks, patent rights, utility model rights, catalogue rights, database rights, sui generis rights, domain rights, protection under the Danish Trade Secrets Act, goodwill, and similar rights, as well as applications for and the right to apply for such rights in any country or jurisdiction in the world.

- 2.5 **'Platform'** shall mean Kvantify's proprietary software ordered by the Customer and made available by Kvantify.
- 2.6 **'Users'** shall mean the authorized users, who are granted access to the Platform by the Customer via authorized user accounts as necessary in connection with the Customer's business purposes.
- 2.7 **'Work Materials'** shall mean material relating to the Customer's business (e.g. documentation and other work products) generated via the Platform or provided to the Customer under the Agreement. Work Materials excludes pre-existing intellectual property of Kvantify such as Kvantify's general documentation, templates, models etc.

3 GRANT OF LICENSE

- 3.1 If the Service include a software license, Kvantify grants to the Customer a non-exclusive right to use the Service on the terms and conditions set out in the Agreement and these Terms.
- 3.2 The Customer acknowledges and agrees that Kvantify (or Kvantify's licensors and their suppliers, as applicable) own all legal rights, title and interest in and to the Service, including any intellectual property rights that subsist in the Service, including but not limited to software, source code, documentation, report formats, and other related materials.
- 3.3 The Customer is not (by itself or any third party) entitled to change or remove any notice on copyright, trademarks or any other rights marked on the Service.
- 3.4 The Customer may not (by itself or any third party) remove, copy or modify any of Kvantify's intellectual property rights.
- 3.5 The Customer may not (by itself or any third party) decompile, reverse engineer, disassemble, attempt to derive the source code, modify, or create derivative works of the Platform.
- 3.6 The Customer acknowledges and agrees that Kvantify will retain all intellectual property rights, title and legal rights relating to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the Customer or any third party relating to the maintenance, updating or improvement of the Platform. The Parties intend that such contributions shall be shared in good faith and be assigned to Kvantify.
- 3.7 The Customer may not (by itself or any third party) create derivative works of the Platform.
- 3.8 Notwithstanding clause 3.7, the Customer may develop, integrate and use supporting software to the Platform. The rights, title and legal ownership to such supporting software remain with the Customer.

3.9 The rights, title and legal ownership to Work Materials uploaded or entered into the Platform by the Customer remain with the Customer.

4 RESTRICTIONS

4.1 The Service is licensed for the Customer's use only. The Customer may not sell, distribute, license, rent, lease, lend, pledge or otherwise transfer or assign the license or the related rights of use to a third party without Kvantify's prior written permission.

4.2 Notwithstanding clause 4.1, the Customer is entitled to assign the Agreement to (I) its affiliates, (II) entities that purchase all or a substantial part of the Party's assets and liabilities, or (III) subsequent owners due to restructuring, merger, demerger or takeover of the Customer provided the assignment does not have a negative impact on the fulfilment of the Agreement and that the assigned party enters into the Agreement in full.

4.3 The Customer and the Users may only use the Service within the scope of the Agreement and solely for the Customer's business purposes.

4.4 The Customer may not use the Service to provide hosting services or any other fee or transaction-based services.

4.5 The Customer may not use the Service or any output deriving from the Service in the development of any software, service or model having the same functionality or characteristics as the Service, or in the development of competitive or derivative products. The Customer may not in any way, including by decompilation, reconstruction or disassembly of the Service, examine or remake the source code or object code of Kvantify's software or its structural framework.

4.6 The Customer cannot:

- (1) publish or disclose any benchmarks, performance tests, functional results, or other confidential information from the use of the Platform or Kvantify's Services without Kvantify's prior written permission;
- (2) train, fine-tune, or disclose machine learning models on or derived from the Platform data, files, or outputs from Kvantify's Services;
- (3) circumvent or tamper with licence management or security features.

5 CUSTOMER RIGHTS AND OBLIGATIONS

5.1 The Customer is responsible for maintaining all necessary and compatible hardware, software/browser and any systems for the Customer's use of the Platform under a license granted in accordance with clause 3.

- 5.2 The Customer has the sole responsibility for the Customer's compliance with any relevant applicable legislation and security measures when using the Platform.
- 5.3 The Customer acknowledges that the Platform constitutes a valuable intellectual property right for Kvantify, and the Customer guarantees that it will take reasonable measures to prevent any unauthorized access to or sharing of the Platform.
- 5.4 The Customer shall not export, distribute or make available the Platform, any docker image or image layer or any files extracted therefrom in whole or in part to any third party.
- 5.5 The Customer shall ensure a sufficient level of cyber security and confidentiality when using the Platform, and the Customer shall without undue delay inform Kvantify of any unauthorized use, misuse or security breach, which may affect the integrity of the Platform.
- 5.6 The Customer is responsible for any development of APIs or integrations of the Platform with the Customer's IT solutions and systems. The Customer obtains the right, title and legal ownership to any such developments made by the Customer.

6 LIMITED WARRANTY

- 6.1 The Customer expressly understands and agrees that the use of the Service is at the Customer's sole risk, and that the Service is provided "as is" and "as available".
- 6.2 Kvantify strives to ensure that critical errors preventing normal use of the Service are addressed immediately and will strive for finding a solution as quickly as possible. Kvantify also strives to ensure the best possible operating reliability, to keep the Service updated, and to make sure that information made available to the Customer is given as correct and accurate as possible to the best knowledge and belief; however, Kvantify cannot be held responsible for breakdown or operational disruptions.
- 6.3 To the maximum extent permitted by applicable law, Kvantify disclaims any and all other warranties, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In particular, Kvantify does not represent nor warrant to the Customer that:
- (1) the use of the Service will meet the Customer's requirements;
 - (2) the use of the Service will be uninterrupted;
 - (3) the information obtained by the Customer as a result of the use of the Service will be accurate or reliable.

7 LIMITATION OF LIABILITY

- 7.1 Kvantify shall not be liable for any loss suffered in connection with using the Service.
- 7.2 Kvantify shall not be liable for any indirect loss, including but not limited to punitive damages, consequent losses, business interruption, loss of data, loss caused by non-availability of the Service or incorrect information in the Service, operating loss, loss of profits or any other indirect economic loss, even if Kvantify has been advised of the possibility of such losses or damages.
- 7.3 Kvantify shall only be subject to product liability provided that such liability follows from mandatory rules under applicable law. The liability of Kvantify shall be limited to an amount equal to the yearly service fee paid by the Customer the year in which the event incurring liability took place.
- 7.4 Kvantify disclaims responsibility for any breach of laws applicable for the use of the Service. The Customer is therefore solely responsible for compliance with any applicable legislation in the use of the Service.
- 7.5 Kvantify disclaims liability for the availability, performance, accuracy, security, or results of any third-party compute services, including any services accessed or integrated through the Platform. The Customer's use of such third-party services is entirely at the Customer's own risk and subject exclusively to the terms of the relevant third-party provider.
- 7.6 If the Customer transmits or processes data through third-party compute services accessed via the Platform, Kvantify shall have no responsibility nor liability for the processing, storage or security of such data.

8 INDEMNIFICATION

- 8.1 Each Party shall hold harmless and indemnify the other Party against any third-party claims, including reasonable expenses (including agreed attorney fees and costs), losses, damages and liabilities (collectively 'Losses'), resulting from the indemnifying Party's breach of the Agreement or these Terms. Any obligations under clause 8.1. shall not apply if any such third-party claims are attributable to the other Party's material breach of these Terms or the Agreement, gross negligence or willful misconduct or breach of applicable law.
- 8.2 In the event that a Party intends to claim indemnification under clause 8.1, it shall promptly notify the other Party in writing of the Losses in respect of which it intends to claim indemnification. The Party claiming indemnification shall have sole control of the defence and any settlement thereof, provided that the other Party has given prior written consent to any terms of settlement.

9 AUTHORIZED USERS AND ADMINISTRATORS

- 9.1 In order to use the Platform if granted a license in accordance with clause 3, the Customer must grant access to the Customer's authorized Users. An authorized User's access to the Platform is strictly personal and cannot be shared with or used by other unauthorized personnel within or outside the Customer's organization.
- 9.2 The Customer is responsible for authorizing Users within the Customer's organization.
- 9.3 The Customer may only grant authorization to Users who are bound by confidentiality.
- 9.4 The Customer shall appoint one or more Users as administrators of the Platform. The administrators have the right to authorize other Users in the organization and to review the usage of all the other users on the account.

10 CONFIDENTIALITY

- 10.1 The Confidential Information of a Party as the Discloser shall remain the sole and exclusive property of the Party.
- 10.2 The Recipient undertakes from the date of disclosure and for a period of five (5) years after expiry or termination of the Agreement (I) to treat all Confidential Information of the Discloser as strictly confidential; (II) not to disclose the Confidential Information of the Discloser to any third party; and (III) to use the Confidential Information of the Discloser only for performance of the Agreement.
- 10.3 Notwithstanding anything to the contrary contained herein, the Recipient shall not disclose any Confidential Information of the Discloser for as long as such Confidential Information has trade secret status under law.
- 10.4 The confidentiality obligations set forth under these Terms and the Agreement shall not apply to Confidential Information of the Discloser that the Recipient can demonstrate by competent written records:
- (1) was already in the public domain at the time of disclosure;
 - (2) became part of the public domain through no breach of the Agreement by the Recipient;
 - (3) was already in the Recipient's (or its Affiliates') possession at the time of disclosure;
 - (4) is lawfully disclosed by a third party to the Recipient (or its Affiliates), provided that such third party did not acquire such information under an obligation of confidentiality to the Discloser (or its Affiliates);

- (5) is independently developed by the Recipient (or its Affiliates) without use of the Confidential Information of the Discloser;
 - (6) if and to the extent required by applicable law, legal process or stock exchange rule, provided that the Recipient notifies the Discloser prior to disclosure to afford the Discloser a reasonable opportunity to object to, or seek an appropriate protective order for, such disclosure.
- 10.5 The Recipient is allowed to disclose Confidential Information of the Discloser to its Affiliates, employees, contractors and representatives who need to know such Confidential Information in order to perform the Recipient's obligations under the Agreement ('Authorized Persons'), provided that such Authorized Persons are bound by confidentiality that are equal to the Recipient's obligations under these Terms and the Agreement. The Recipient shall inform its Authorized Persons of the confidentiality and shall be fully responsible for any breach thereof by its Authorized Persons.
- 10.6 The Recipient will promptly notify the Discloser if it becomes aware of a breach or potential breach of the confidentiality obligations by any person to whom the Recipient has disclosed any Confidential Information of the Discloser.
- 10.7 The Recipient will give the Discloser all reasonable assistance in connection with any action, demand, claim or proceeding that the Discloser may institute against such person in respect of such (potential) breach.

11 PRODUCT SPECIFICATIONS

- 11.1 If Kvantify provides any product specifications or requirements for the Platform, such documents shall form an integrated part of the Agreement.

12 SERVICE LEVEL AGREEMENT

- 12.1 If Kvantify provides any service level agreement (SLA), such SLA shall form an integrated part of the Agreement. If no SLA is provided, the Platform is delivered solely on an "as is" and "as available" basis in accordance with clause 6.

13 DEMONSTRATION AND EDUCATIONAL LICENSE

- 13.1 If the Service is obtained as a free trial version, it may not be used for commercial purposes and will only be operational for a limited time.

14 DATA PRIVACY

- 14.1 Kvantify processes no or very limited personal data regarding Users of the Service. To the extent that Kvantify processes personal data regarding the

Customer's employees (e.g. in relation to contract management), Kvantify is the data controller regarding all processing of such personal data, because Kvantify determines the purposes and means of the processing.

- 14.2 Kvantify provides the mandatory information in accordance with the applicable legislation in Kvantify's privacy policy, which has been made available for the Customer with the Agreement and these Terms.

15 FORCE MAJEURE

- 15.1 Neither Party shall be liable for any failure or delay in the performance of its obligations under the Agreement or these Terms to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, government actions, embargoes, strikes, lockouts, pandemics, epidemics, natural disasters, or failure of utilities or telecommunications services ("Force Majeure Event"). The affected Party shall promptly notify the other Party in writing of the Force Majeure Event and its expected duration. During the Force Majeure Event, the affected Party's obligations shall be suspended to the extent impacted. If the Force Majeure Event continues for more than thirty (30) consecutive days, either Party may terminate the Agreement with immediate effect by written notice to the other Party.

16 AMENDMENTS

- 16.1 Kvantify reserves the right to amend these Terms from time to time with at least one (1) month's notice. The Customer will receive notification of upcoming amendments from Kvantify by email.

17 CHOICE OF LAW AND JURISDICTION

- 17.1 The Terms are governed by Danish law. Any dispute between the Parties shall be resolved by the ordinary Danish courts in accordance with Danish law.
- 17.2 The Parties will attempt to settle any dispute by negotiation in good faith.