

**BY CLICKING “I AGREE”, BELOW OR BY INSTALLING, COPYING, ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS.**

## **AYELIX TERMS AND CONDITIONS**

These Terms and Conditions (“TC”) governs your access to and use of Ayelix platform as well as any Free and/or Trial Version (as defined below) of the Service. This is a legal agreement between You (either an individual or a single entity, referred to herein as “Customer”) and Apply Capnor AS with the registered office in Sandnes (4313 Sandnes, Norway), registered in the register of entrepreneurs in Norway under the number 980364801, hereinafter referred to as “ACAS”, to provide the Service in accordance with the following terms and conditions.

The administrator of the portal and all its copies is ACAS, which outsources most administration and hosting activities to Apply Capnor Poland sp. z o.o. with the registered office in Kraków (ul. Gabrieli Zapolskiej 44, 30-126 Kraków, Poland), registered in register of entrepreneurs held by the District Court Kraków – Śródmieście in Kraków, XI Commercial Department of the National Court Register under the number 0000244389, hereinafter referred to as “ACP”.

**1. LICENSE GRANT AND LIMITATIONS.** For the duration of Customer’s purchased subscription term, ACAS hereby grants to Customer on the terms and conditions herein a limited, revocable, non-transferable and non-exclusive right to access and use the Service for Customer’s internal business purposes only. This license is for use of the Service by the named Customer only or in the event Customer is a business entity, then for the use by a limited number of authorized users of Customer. In the event Customer is a business entity, Customer may allow its authorized users to use the Service for Customer’s internal business purposes and Customer is responsible for its authorized users’ compliance with this Agreement. Each authorized user will have a unique user ID and password for his or her access to the Service. Customer is responsible for maintaining the security and confidentiality of all usernames and passwords. Customer shall not disclose or make available passwords other than to its authorized users and shall use best efforts to prevent unauthorized access to, or use of, the Service. Customer may allow that his authorized user may assign user IDs and passwords to another authorized user within Customer entity, however it is on Customer risk. In the event Customer makes such passwords available to any third-party, Customer shall be solely liable for all actions taken by such third-party and resulting consequences. Customer agrees to notify ACAS immediately of any unauthorized use, loss or theft of any username, password or access key, or any other known or suspected breach of security. Violation of any of the above provisions may result in immediate termination of this Agreement. Customer has also a right to close and delete user accounts without giving a reason and without additional information to the user. Customer need to notify ACAS about each such case.

Customer will provide its own Internet access and all necessary communications equipment, hardware (including computers), software and other materials necessary for its authorized users to access and use the Service. Customer is responsible for the security of its own computer systems and the security of its access to and connection with the Service. Customer may elect to run the Service on its own server (the “Customer Server”), in which case, Customer is responsible for the security of the Customer Server and the security of its access to and connection with the Customer Server.

To enable ACAS to provide Customer (and where applicable Customer’s authorized users) with the Service, Customer grants ACAS and company responsible for hosting and maintenance (ACP), the right to use, process, transmit, host, copy, and display any Customer Data (as defined below) in accordance with this Agreement, for the duration of the subscription term and any additional post-termination period during which ACAS provides Customer with access to retrieve an export file of Customer Data. In the event ACAS requires access to Customer Data to respond to any technical problems, queries, or requests from Customer, Customer shall ensure that ACAS is permitted to do so.

Customer will not take any action that: (a) interferes or attempts to interfere with the proper working of the Service or disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Service; (b) circumvents, disables, or interferes or attempts to circumvent, disable, or interfere with security-related features of the Service or features that prevent or restrict use, access to, or copying of any data or enforce limitations on use of the Service or data; or (c) imposes or may impose, an unreasonable or disproportionately large load on the Service infrastructure. Further, Customer shall not use

or permit use of the Service, including uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that (i) is illegal, unlawful, harassing, defamatory, obscene, pornographic, vulgar, abusive, libelous, fraudulent, tortious, or is otherwise inappropriate as determined by ACAS in its sole discretion; (ii) violates privacy rights or promotes bigotry, racism, hatred or harm; (iv) constitutes unauthorized or unsolicited advertising, junk, "spam" or bulk e-mail; (v) constitutes an infringement of intellectual property or other proprietary rights; or (vi) otherwise violate applicable laws, ordinances or regulations. ACAS reserves the right, but has no obligation, to take remedial action if Customer violates the restrictions set forth herein, including the removal or disablement of access to the Service. ACAS shall have no liability to Customer in the event that ACAS takes such action. Customer agrees to defend and indemnify ACAS against any claim arising out of violation of Customer's obligations under this Section.

Customer agrees not to copy, distribute, modify or create derivative works of, reverse engineer, reverse compile, disassemble, or in any way attempt to derive the source code of the Service. Customer agrees not to (i) sub-license, lease, rent, loan, sell, distribute, transfer, or commercially share (including time-share or electronically transmitting over a network to a third party) or otherwise permit use of the Service in connection with a service bureau or other configuration whereby any third party may use the Service; or (ii) use versions of third party products embedded in Service, if any, for any use other than the intended use of the Service. Customer will comply with all applicable laws, statutes, ordinances or regulations regarding Customer Data, use of the Service, and any content therein posted by ACAS or on its behalf, and/or any content to which Customer may be exposed due to Customer's use of the Service ("Content"). Customer shall not propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data. Customer shall not use the Service in any manner or for any purpose other than as expressly permitted by this Agreement. Violation of any of the above provisions in this Section 1 may result in immediate termination of this Agreement.

**2. USE OF AYELIX.** In order to use Ayelix Customer shall make sure that his authorized users will register into Ayelix account. During registration process end user shall provide certain data. Once the registration process is finished, authorized user shall get an access to the Service. Authorized user shall login each time to access the Service by providing email address and password. Authorized end user shall install Flash plugin and activate it to guarantee the proper use of the Service. In section Data Explorer authorized user may review data collected in Ayelix; in section Support Center are placed all necessary instructions and contact data.

**3. OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS.** The Service is copyrighted and contains proprietary information protected by law. Ownership of and title to the Service, including associated intellectual property rights, are and shall remain with ACAS or its licensors. ACAS may modify, delete, amend or change its applications, products, services and the Service at its sole discretion. Customer shall not remove or modify any of ACAS or its licensors' marks or proprietary notices contained on the Service website or in any documentation or materials available to Customer through use of the Service. Customer acknowledges that ACAS or its licensors own all intellectual property and other rights to the Service website, and to all software, databases and tangible and intangible materials embodied in them or relating to them, including without limitation, all raw, gross or compiled statistical information, aggregate anonymous statistical data regarding use and functioning of its system by users and other data obtained, assembled or developed by ACAS in the course of providing its services during this Agreement, all software modifications, all derivative works, and all copyright, patent, trademark, trade secret and other intellectual property or other rights to them (collectively, the "ACAS Intellectual Property"), without any obligation to Customer or any third party. Nothing contained in this Agreement will be construed to convey any title or ownership right in any of the ACAS Intellectual Property to Customer, or any right to use any of the ACAS Intellectual Property other than as expressly contemplated by this Agreement.

All data entered into the Service by Customer, its representatives or contractors, including all electronic data or information uploaded or otherwise submitted by Customer to the Service ("Customer Data") will remain the sole property of Customer to the fullest extent provided by law and is entered, uploaded or otherwise submitted at Customer's sole risk. ACAS is not responsible for the accuracy, completeness or integrity of any original data from Customer which is entered into the Service by Customer, its representatives or contractors. ACAS does not warrant the accuracy of data in reports generated using Customer

Data and expressly disclaims responsibility for the results obtained through reports designed and generated by Customer using the Service's reporting functionality. Customer is solely responsible for data validation in any reports designed and generated by Customer. Customer is solely responsible for taking appropriate measures to back up its systems to prevent any loss of files or Customer Data during Customer's subscription term (including any applicable Trial and/or Free Version period).

The Service may operate or interface with software or other technology which is not proprietary to ACAS and is licensed to ACAS by third parties ("Third Party Licensors"), but which ACAS has the necessary rights to license to Customer ("Third Party Software"). Customer agrees that (i) Customer will use such Third Party Software in accordance with this Agreement, (ii) no Third Party Licensor makes any warranties, conditions, undertakings or representations of any kind, either express or implied, to Customer concerning such Third Party Software or the Service itself, (iii) no Third Party Licensor will have any obligation or liability to Customer as a result of this Agreement or Customer's use of such Third Party Software, (iv) such Third Party Software may be licensed under license terms which grant Customer additional rights or contain additional restrictions in relation to such materials, beyond those set forth in this Agreement, and such additional license rights and restrictions are described within or linked to the applicable documentation, the relevant webpage, or within the Service itself. The Third Party Software owner or provider shall retain all ownership and intellectual property rights in and to such Third Party Software.

**4. TRIAL AND/OR FREE VERSION.** From time to time, ACAS may make available a "Trial and/or Free Version" of the Service, which is a version of the Service that may be used by Customer for the duration of the trial period set forth by ACAS for internal noncommercial evaluation, demonstration and review purposes only, and not for general production use. The Trial and/or Free Version of the Service is provided "as is" and "as available" during the trial period. Before Customer's trial period expires, ACAS may contact Customer and invite Customer to purchase a subscription to the commercially available version of the Service. If Customer does not purchase a subscription to the Service, this Agreement will terminate upon expiry of the trial period.

**5. TERM; TERMINATION.** This Agreement shall become effective on the date Customer first accepts this Agreement and shall continue for the duration of the subscription term which Customer has purchased, unless sooner terminated by either party upon 30 calendar days' prior written notice to the other party. Notwithstanding the foregoing, ACAS may terminate this Agreement immediately upon written notice to Customer if Customer violates the scope or any restriction/limitation on its license under Section 1 above or its obligations hereunder with respect to Confidential Information.

Customer's right to access and use the Service shall terminate upon expiration or termination of this Agreement. In no event will termination relieve Customer of its obligation to pay any fees payable to ACAS for the period prior to the effective date of termination.

Upon written request by Customer made within reasonable time after expiration or termination of this Agreement, ACAS will make available to Customer for the purpose of retrieval, Customer Data in ACAS standard machine-readable format as may be maintained by ACAS from time to time. Except as may be required by law, ACAS shall have no obligation to maintain or provide any Customer Data and shall thereafter be entitled to dispose of, destroy or otherwise render inaccessible any Customer Data in ACAS possession or under ACAS control.

ACAS may temporarily suspend Customer's access to or use of the Service if Customer or Customer's authorized users violate any provision of these Terms and Conditions. ACAS will provide advance notice to Customer of any such suspension in ACAS reasonable discretion based on the nature of the circumstances giving rise to the suspension. ACAS may terminate the Service if any of the foregoing causes of suspension is not cured within 7 days after ACAS initial notice thereof. Any suspension or termination by ACAS under this paragraph shall not excuse Customer from Customer's obligation to make payment(s) under this Agreement. In the event that ACAS suspends, terminates or prevents access to Customer's account, Customer must not attempt to re-register or submit content or Customer Data (e.g., using a third party's registration). The period of any suspension will be determined in ACAS sole discretion based on the applicable facts and circumstances.

Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, confidentiality, ownership, payment and others which by their nature are intended to survive. Upon termination, ACAS will be

entitled to discontinue prospective hosting of Customer Data or submissions.

**6. DISCLAIMER; LIMITATION OF LIABILITY.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ACAS DOES NOT WARRANT THAT THE SERVICE (A) WILL OPERATE ERROR-FREE OR UNINTERRUPTED (INCLUDING WITHOUT LIMITATION DUE TO NETWORK OUTAGES OR THIRD PARTY FAILURES AND/OR DELAYS) OR THAT ACAS WILL CORRECT ALL SERVICE ERRORS; OR (B) WILL MEET CUSTOMER'S REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS, AND CUSTOMER AGREES THAT IT WILL MAKE NO CLAIM AGAINST ACAS BASED ON USE OF THE SERVICE. CUSTOMER ACKNOWLEDGES THAT ACAS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ACAS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ACAS IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICE THAT ARISE FROM CUSTOMER'S DATA, APPLICATIONS, CUSTOMER SERVERS, THIRD-PARTY SERVERS OR THIRD PARTY CONTENT. ACAS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT OR SERVICES (INCLUDING THIRD PARTY HOSTING PROVIDERS), AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT OR SERVICES (INCLUDING THIRD PARTY HOSTING PROVIDERS). CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS ACAS FROM ANY LIABILITY ARISING FROM CUSTOMER'S USE OF THE SERVICE ON A CUSTOMER SERVER.

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, BUSINESS INTERRUPTION, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE, EVEN IF ACAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. ACAS AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER TO ACAS FOR THE SERVICE GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE CAUSE OF ACTION.

**7. CONFIDENTIALITY.** "Confidential Information" means (i) all components of the Service, including without limitation, all non-public information and all access codes and identification numbers issued to Customer; (ii) ACAS Intellectual Property, including any Improvements; (iii) all other proprietary documentation and information relating to or exchanged during the subscription term; (iv) the terms of this Agreement; (v) all Customer specific information, including information regarding Customer's clients, customers or vendors; and (vi) any other information or material disclosed or made available by either party relating to that party and its business, that is identified as confidential at the time it is disclosed or that should reasonably be understood to be confidential.

Neither ACAS nor Customer will disclose to any entity (except to its employees representatives, agents or contractors having a need to know the Confidential Information and who are subject to confidentiality obligations no less restrictive than those herein) or use, except as permitted by this Agreement, any Confidential Information it receives pursuant to this Agreement. ACAS and Customer will each exercise reasonable efforts, but in no event less than the same degree of diligence as it exercises in protecting its own trade secrets, to safeguard the Confidential Information and to prevent its unauthorized use or disclosure.

Confidential Information does not include information already known to the receiving party before the date of disclosure; information generally available to the public; or information received from a third party who is not bound by an obligation to keep it confidential.

**8. MAINTENANCE AND SUPPORT.** ACAS will provide to Customer standard electronic technical support for the Service during its normal business hours in response to email queries at no additional charge (if not specified otherwise in EULA and/or dedicated Ayelix Service Catalog).

ACAS will not be responsible or liable with respect to any Service problems or issues arising from: (i) unauthorized or improper

use of the Service; (ii) modification, alteration or configuration of the Service by or for Customer that has not been authorized in writing by ACAS; (iii) hardware, software, technology or intellectual property which has not been provided by ACAS pursuant to this Agreement; (iv) communications facilities or equipment not provided by ACAS; (v) any breach of this Agreement by Customer or any act or omission of any authorized user which, if performed or omitted by Customer, would be a breach of this Agreement, and/or (vi) any act or omission of Customer or any authorized user that prevents, delays, disturbs or interferes with ACAS performance of its obligations hereunder. Customer understands that the Service may be unavailable at times to conduct routine service maintenance and repairs. Neither ACAS nor its third party providers shall be responsible or liable for any interruptions to the Service due to routine maintenance and repairs.

Customer is required to accept all patches, bug fixes, updates, maintenance and service packs (collectively "Patches") necessary for the proper function and security of the Service, as such Patches are generally released by ACAS. ACAS is not responsible for performance or security issues encountered with the Service that result from Customer's failure to accept the application of Patches that are necessary for the proper function and security of the Service.

**9. ASSIGNMENT.** Customer may not sublicense, assign, transfer the license or give any third party access to the Service. Any attempt by Customer to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void.

**10. GOVERNING LAW.** This Agreement will be governed by and interpreted in accordance with the laws of the Norway, without regard to conflicts of law provisions thereof. The Uniform Computer Information Transactions Act does not apply to this Agreement or Service subscriptions purchased under it.

#### **11. PRIVACY; DATA PROTECTION.**

ACAS undertakes to comply with its obligations under relevant applicable data protection laws, principles and agreements. To the extent that personal data is processed using the Services, ACAS is a data processor and Customer is a data controller of personal data of its authorized users. Licensor shall comply with the respective statutory data protection obligations. ACAS agrees that it will only process personal data on behalf and in name of Customer. Personal data shall be processed only for the purposes of providing Services. It is Customer responsibility to provide correct data of the user and inform the user about Account creation. Only license administrator - ACAS can add another user. Moreover ACAS may process end users personal data for: account verification (eg checking the possibility of activating the user's account with the contact person indicated by the portal owner and / or user), account activation (eg sending an activation link to an e-mail address provided during registration or providing another message with instructions to the user), current user service (contact from the website administrator's website, e.g. in the case of requests to helpdesk or in other justified cases), service work (e.g., information sent in connection with planned service work or other exclusions of the portal, which may limit users' access to the portal), account closure (owners and / or administrators of the Ayelix portal who has been ordered have the right to inspect the list of users and close / delete their account without asking permission, in particular if employment with a given employer / work on a specific project has stopped), creating portal usage statistics (portal owners have the right to view the activity / statistics of the portal usage in many ways, also having an insight into the activity of individual users - in principle such tracking is only to check the effectiveness / efficiency / profitability of using the ACAS client portal by users to whom has been shared). ACAS is not responsible for any other use of this data.

ACAS confirms that has taken, sufficient technical and organizational measures to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to personal data, having regard to the state of technological development and cost of implementing any measures, to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the personal data to be protected. Customer agrees to provide accurate Account Information and to update Account Information as necessary to keep it accurate. By acknowledging and agreeing to this Agreement, or by using the Services, Customer consent to the transmission of Account Information to ACAS, including its agents and third party partners. Customer by providing ACAS with email address, Customer consent to ACAS using the email address to send Customer Service-related notices, including amongst other things, notices required by law, in lieu of postal mail. If Customer wants stop receiving future Service-related e-mails, Customer may withdraw consent at any time without affecting the lawfulness of processing based on

consent before its withdrawal opt out of Service-related e-mails by clicking the “unsubscribe” link included in our messages or by contacting us however, refusal to provide Customer consent, render impossible to offer Customer Services.

Customer is responsible for any security vulnerabilities and the consequences of such vulnerabilities arising from Customer Data, including any viruses, Trojan horses, worms or other programming routines contained in Customer Data that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

Customer should not maintain in the Service nor provide ACAS access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data without first notifying about that.

## **12. MISCELLANEOUS.**

(a) Force Majeure. Neither party to the Agreement shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage, act of God, pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party, government restrictions (including the denial or cancellation of any export, import or other license); or any other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. This Section does not excuse Customer’s obligation to pay for the Services.

(b) Independent Contractor. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

(c) Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

(d) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the provision will be deemed null and void and shall be replaced with another term consistent with the purpose and intent of this Agreement, and the remaining provisions of this Agreement will remain in effect.

(g) Audit. ACAS may audit Customer’s use of the Service (e.g., through use of software tools) to assess whether Customer’s use of the Service is in accordance with its purchased subscription and the terms of this Agreement. Customer agrees to cooperate with ACAS audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Customer’s normal business operations.