

Vidda Solutions AS – Terms of Service

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Definitions

Terms may also appear in the plural, e.g. "Parties" or "Users".

Subscription Period	The period during which the customer has the right to use the software pursuant to the order confirmation. The subscription period continues until one of the parties terminates the licence agreement (defined in section 1.1.4) in accordance with section 5.6.
API	Application Programming Interface– programming interface.
API Credentials	Keys, tokens or other credentials used to authenticate, access and use a Vidda Solutions AS API.
API Documentation	Documentation, data and information relating to the use of an API.

Fee(s)	The compensation the customer is obliged to pay to Vidda Solutions AS for one or more limited licence(s) pursuant to the order confirmation and Vidda Solutions AS's current price list.
Limited Licence	A limited, non-transferable, non-exclusive and revocable right.
Data Controller*	The entity that determines the purposes, conditions and means of processing personal data.
Order	An order for software (including users and modules), including self-service ordering in the software, or registration of a developer account.
Order Confirmation	A confirmation from Vidda Solutions AS specifying software (including users and modules) and fees for the customer's order, indicating the name of the Vidda Solutions AS company the customer is contracting with, and any additional terms that may apply.
Personal Data Breach*	A security breach resulting in accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data.
Use	Any lawful action performed in or with the software by the customer (including users) or on their behalf.
User	A named individual user of the software. Users may be employees of the customer, or persons to whom the customer has assigned a user account, e.g. a consultant or accountant, or a user of a developer account.
Usage Data	Certain data collected from and/or generated by the software and its use.
Data Processor*	The entity that processes personal data on behalf of the data controller.
Data Processing, Processing, Process or Processes*	Any processing activity carried out on personal data, whether by automated means, e.g. collection, recording, organisation, structuring, storage, adaptation, alteration, erasure or destruction, etc.
Data Subject*	The natural person to whom the personal data being processed relates.
Intellectual Property Rights or IPR	All intellectual and industrial property rights, whether registered or registrable, including but not limited to: (i) patents, processes and technology (regardless of whether patentable); (ii) know-how, trade secrets, business models and other confidential information; (iii) copyrights (e.g. to software, object and source code, documentation, or other works), design rights, database rights, data compilations and technical information of all kinds and in all forms; (iv) trademarks, trade names and domain names; and (v) other similar rights, including all applications or rights to apply for, and renewals or extensions of such rights and all similar and equivalent rights.
Included	Unless the context clearly indicates otherwise, "included" means "included, but not limited to".

Integrated Application	A software application or service from a party other than Vidda Solutions AS integrated with the software using a Vidda Solutions AS API, subject to specific terms.
Internal Business Operations	Use of the software solely to support the customer's own internal operations and administration, such as accounting and payments. Internal business operations does not include operations and activities related to offering or making the software available to third parties, or similar activities.
ISV	Independent Software Vendor.
Client	A customer of a Distributor. Clients may also be customers of Vidda Solutions AS, and vice versa.
Customer	The entity defined in the order confirmation that has entered into this agreement.
Customer Data	Data belonging to the customer (or its users) that is processed by the software.
Module	A functional package within the software, e.g. a report builder. Modules may need to be ordered separately.
Data	A collective term for customer data and usage data, including personal data and datasets, depending on the context.
Party	Vidda Solutions AS or the customer as defined in the order confirmation.
Partner	A company that is not part of Vidda Solutions AS and that has been certified as a partner by Vidda Solutions AS.
Personal Data*	All information relating to an identified or identifiable natural person (the data subject).
Software	Software applications and associated services described in the order confirmation, including modifications, new features, upgrades and data storage.
Software Documentation	Documentation describing the software's functions, functionality and configuration, e.g. manuals and help files.
Special Categories of Personal Data*	Racial or ethnic origin• Political opinions and affiliations• Religious beliefs or similar convictions• Trade union membership• Physical and mental health, including sexual orientation• Genetic and biometric data
Third-Party Component	Software or IPR from a third party provided by Vidda Solutions AS as part of or in connection with the software.
Affiliated Company	A legal entity that directly or indirectly: (i) is controlled by a Party; (ii) controls a Party; or (iii) is under common control with a Party. "Control" means in this context more than 50% of the votes in the legal entity or otherwise the power to direct the business of the legal entity.

Development Environment	A software development and operations environment created by Vidda Solutions AS for testing, developing and supporting integrated applications, subject to specific terms.
Developer Account	An account through which an ISV is given access to development environments for the purpose of testing, developing and supporting Integrated Applications, subject to specific terms.
Vidda Solutions AS	The company Vidda Solutions AS as defined in the order confirmation, with which the customer has entered into this licence agreement.
Vidda Solutions AS API	The programming interface for the software provided by Vidda Solutions AS to enable integration of third-party applications and services.

1. General Terms

1.1. Orders

1.1.1. The customer orders the software from Vidda Solutions AS through an order, either directly via telephone, e-mail, websites, in-product online stores or through a partner, which has its own procedures for granting the client access to the software.

1.1.2. These Terms of Service ("Terms of Service") are standard terms governing use of the Software. By (i) placing an order, (ii) signing the order or the Terms of Service, or (iii) clicking or marking "I accept", the customer understands and accepts that they are entering into a legally binding Licence Agreement (as defined below) with Vidda Solutions AS which, unless otherwise agreed in the order confirmation, takes effect when Vidda Solutions AS has issued an order confirmation. Vidda Solutions AS is not bound by the licence agreement until an order confirmation has been issued and may at its sole discretion choose not to enter into an agreement with the customer at any time before the order confirmation is issued. Only persons authorised to enter into agreements on behalf of their companies may do so. For trial customers, the procedure in section 2.4 applies.

1.1.3. The following information appears on the order confirmation and invoice, depending on the Software:

- Vidda Solutions AS, the company the customer is contracting with.
- Which software, users and modules the customer has ordered.
- The fee for the ordered software.
- Terms for cancelling a subscription or the customer relationship.
- Any additional terms and services agreed between the parties.

1.1.4. Unless otherwise agreed in writing, the Terms of Service and the order confirmation constitute the entire agreement for the software (collectively referred to as the "Licence Agreement"). In the event of any conflict between the licence agreement and another agreement entered into between the parties regarding matters governed by the licence agreement, the licence agreement shall take precedence. Other services from Vidda Solutions AS or a partner, such as training, implementation or customisation, are not covered by the licence agreement. Vidda Solutions AS may transfer its

rights and obligations under the licence agreement to a third party without the customer's consent.

1.1.5. Vidda Solutions AS may amend the licence agreement at any time in accordance with sections 1.3.1 and 1.3.2. Such amendments will take effect at the time specified in the relevant notice of changes. The customer's continued use of the software after the amendments take effect constitutes the customer's acceptance of the amendments. If the customer does not accept the amendments to the licence agreement, the customer may terminate the licence agreement in accordance with section 5.6.1. The latest version of the Terms of Service is at all times available at <https://www.vidda.io>.

1.2. Fees

1.2.1. Customers shall promptly pay all fees pursuant to the order confirmation and the current prices made available to the customer online or in the software.

1.2.2. Unless otherwise agreed in writing (as set out for example in sections 1.4.4 and 1.4.5), all fees are due on the date stated on the customer's invoice and are non-refundable, and there are no refunds for unused transactions, users, software or remaining days in a subscription period, unless the availability of the software has been materially reduced for reasons solely attributable to Vidda Solutions AS. Vidda Solutions AS may, at its sole discretion and as the sole remedy, offer a reasonable refund of fees accrued during such a period of reduced availability. The customer has no right to further remedies.

1.2.3. Fees are exclusive of all taxes and duties. Unless otherwise agreed, Vidda Solutions AS will add applicable VAT to the invoice.

1.2.4. Vidda Solutions AS reserves the right to change fees and/or the fee model with three months' notice in accordance with section 1.3.1, up to twice per year for each individual software, and with one month's notice if a sub-contractor increases its prices to Vidda Solutions AS. Furthermore, Vidda Solutions AS has the right to adjust prices annually in accordance with general price and cost developments, without notice and with effect from 1 January each year.

1.2.5. In the event of the customer's failure or late payment, Vidda Solutions AS reserves the right to suspend the customer's access to the software or limit access to read-only, charge statutory default interest, and send unpaid invoices to a debt collection agency. If not resolved within a reasonable time, Vidda Solutions AS reserves the right to terminate the customer's right of use of the software, cf. section 5.6.

1.3. Notices

1.3.1. Information about new features, price changes or planned maintenance is posted in the Software, on the software's websites, community forums or sent by e-mail.

1.3.2. Notices regarding order confirmations, agreement amendments (beyond the changes referred to in section 1.3.1), information of particular importance, security or privacy are sent to the customer's e-mail address.

1.3.3. The customer is responsible for keeping contact information up to date at all times, including their primary e-mail address.

1.3.4. All notices are considered received and effective immediately after Vidda Solutions AS has sent or published them.

1.4. The Software

1.4.1. The customer purchases a right of use and is given access to the software as specified in the Terms of Service, as made available online by Vidda Solutions AS or installed on the customer's computers. Software installed on the customer's computers may contain embedded web-based components and software. The customer must not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code from the software or any part thereof.

1.4.2. Vidda Solutions AS offers free operational support for login, account or functionality issues in the software within what must be considered reasonable. Additional support, such as user training, advisory services or implementation, may be purchased separately from Vidda Solutions AS or a partner.

1.4.3. The software is delivered "as is" as standard software without any express or implied warranties of any kind. The customer is given access to and may use web-based software as offered at any time; such software is not conditional on a specific version or publications or materials. When software is installed on the customer's computers, the customer is responsible for using a supported version.

1.4.4. Vidda Solutions AS reserves the right at its sole discretion to make improvements, add, modify or remove functionality, or correct errors or omissions in the software without incurring any obligations or liability. Should a change permanently deactivate functionality that constitutes a material part of the software, or deactivate it for more than two months, the customer may terminate the subscription to the affected software and request a pro-rata refund for any remaining prepaid fees for the affected software.

1.4.5. Vidda Solutions AS has the right to discontinue the software or its availability in a specific market with twelve months' notice, unless the reason for discontinuation is force majeure events as specified in section 5.4, in which case a shorter notice period may apply. The customer has the right to request a pro-rata refund of prepaid fees for the period after discontinuation. The customer must cease using the software after the notified discontinuation date and has no right to bring further claims against Vidda Solutions AS.

1.4.6. Certain software may be subject to additional terms or limitations, e.g. limitations on storage space or transactions. For example, some features may require separate registration on websites, as specified in the Order Confirmation or in the Software.

2. Right of Use

2.1. Customer

2.1.1. Provided that the customer at all times complies with its obligations under the licence agreement, Vidda Solutions AS grants the customer, and the customer's affiliated companies (if this follows from the payment confirmation), a limited licence to use the software, solely for Internal Business Operations. For partners and Clients, section 2.2 applies.

2.1.2. The customer is responsible for the legality of users' actions and administration, third-party integrations and customer data. The customer must not, and undertakes to ensure that users and other third parties for which the customer is responsible also do not, transfer malicious code, unlawful data or viruses to or with the software, or use the software in an unlawful manner or for an unlawful purpose or in breach of the licence agreement.

2.1.3. User accounts are for named individuals only, and may only be assigned to third parties who use the software for normal purposes on behalf of the customer, e.g. auditors and consultants.

2.1.4. The customer shall not share usernames and passwords for user accounts with third parties without the written consent of Vidda Solutions AS.

2.1.5. For the avoidance of doubt: the customer, the customer's affiliated companies or other third parties for which the customer is responsible, may not in any way, in whole or in part, transfer a limited licence to the software to anyone else, including in connection with mergers, demergers, bankruptcy or to the customer's stakeholders, without the written consent of Vidda Solutions AS.

2.2. Trial Customer

2.2.1. The customer is granted a limited licence to use the software registered on a trial account for a limited period of time, solely for the purpose of evaluating the software's suitability for the customer's internal business operations and always in accordance with the Licence Agreement.

2.2.2. Unless otherwise agreed in writing between the parties, the trial period begins from the moment Vidda Solutions AS issues the order confirmation and lasts for the period agreed between the parties in writing upon registration of the trial account. If the parties have not agreed on the duration of the trial period at registration, Vidda Solutions AS has the right, but not the obligation, to end the trial period and revoke the limited licence three weeks after the order confirmation was issued.

2.2.3. Without prejudice to section 3, customer data processed during the trial period is deleted after the trial period ends, unless it was stated during the registration process that customer data may be transferred to a regular paid customer account.

3. Use of Data

3.1. By using the software, the customer, users, clients and other third parties using the software on behalf of the customer, including affiliated companies, will upload and add customer data and generate usage data, collectively referred to as data. Data may contain both personal data and other information. For further information about how Vidda Solutions AS processes personal data, see section 4.

3.2. Data consists of:

a) Technical information and traffic data (usage data)– e.g. operating system type, browser type, device, browser language and IP address;

b) Customer- or user-generated data (usage data)– e.g. page views, clicks, inactivity, session duration, password resets, context and content of support requests, chat boxes, security logs and similar; and

c) Production data (customer data)– data the customer has added to the software as part of its use of the software.

3.3. The customer grants Vidda Solutions AS and its affiliated companies a non-exclusive and transferable right to access and use the data solely for the following purposes:

a) Improvement of software and user experience– typically by collecting and analysing usage patterns and indicated needs from users, the customer and the client to enable individual or customised user experiences, e.g. by offering activation of relevant add-on modules or services

based on usage patterns, suggesting more efficient ways of utilising the software or otherwise improving the software and related features and services.

b) Marketing and displaying relevant information– e.g. complementary or value-adding software or new features, to avoid marketing software the customer already subscribes to, and to provide relevant market updates or information in the software.

c) Security and related purposes– e.g. by analysing session and login data, event logs and similar to prevent, investigate and document security issues and incidents and improve the software's security.

d) Compliance– Vidda Solutions AS may use data for compliance purposes, e.g. by logging when a customer accepts the Terms of Service, for KYC or credit check purposes pursuant to applicable legislation, or as part of Vidda Solutions AS's security programme.

e) Contractual obligations– Vidda Solutions AS may use data to fulfil its contractual obligations to the customer.

3.4. Vidda Solutions AS may also use relevant data from publicly or commercially available sources and registers, and combine such data with the data.

3.5. To the extent that the data contains personal data processed by Vidda Solutions AS on behalf of the customer, Vidda Solutions AS will process the personal data in accordance with the data processing terms in section 4. Personal data shall primarily be anonymised, as identifying named individual users is rarely relevant for these purposes. If anonymisation is not technically or practically possible, Vidda Solutions AS shall implement alternative compensating measures to strengthen protection, taking into account the requirements set out in the data processing terms in section 4.

3.6. Vidda Solutions AS may share data with affiliated companies, suppliers and partners to deliver the software and fulfil the purposes described in section 3.3, including offering add-on modules, services and plug-ins, service improvements and to exercise the rights and obligations under the Terms of Service. Data may be shared with third parties as part of a commercial collaboration related to the software, typically to develop and offer add-on modules or plug-ins.

3.7. Vidda Solutions AS will only share data with authorities or other third parties in the following cases:

- to comply with laws or regulations, or to respond to a legally binding request such as a court order or injunction;
- to deliver the software pursuant to these Terms of Service;
- to investigate or prevent security threats or fraud; or
- a full or partial reorganisation, merger, sale or purchase of Vidda Solutions AS, where confidential information may be disclosed to other companies in the Vidda Solutions AS group, or to potential buyers and trusted advisers, who comply with the obligations set out herein by entering into a confidentiality agreement.

3.8. Vidda Solutions AS shall notify the customer of any request from authorities regarding disclosure of data, unless such notification is prohibited or addressed by the relevant authority.

3.9. Vidda Solutions AS has the right to collect, copy, modify, publish, transmit, combine with other data and otherwise use anonymised and aggregated data generated from or based on data, both

during the contractual relationship and after the licence agreement has ended.

4. Data Processing Agreement

4.1. Processing of Personal Data

4.1.1. This section 4 applies solely to Vidda Solutions AS's processing of personal data as a data processor on behalf of the customer.

4.1.2. Vidda Solutions AS is obliged to ensure that the Software complies with applicable data protection laws and regulations.

4.1.3. Transparency and accountability are important to Vidda Solutions AS. Vidda Solutions AS Trust provides information about how Vidda Solutions AS processes personal data in the software. Vidda Solutions AS Trust also provides up-to-date information about the software, e.g. where our data centres are located and which sub-processors Vidda Solutions AS uses. Vidda Solutions AS Trust also describes our work related to privacy and security. Vidda Solutions AS Trust is available at <https://www.vidda.io>

4.1.4. The categories of data subjects and personal data, the nature of the processing and the duration of the processing appear in these Terms of Service, the order confirmation, Vidda Solutions AS Trust and the customers' use of the software and the document referred to in section 4.1.7 below, or any written amendments to the licence agreement.

4.1.5. It is the customer who adds personal data to the software, and who therefore determines what personal data Vidda Solutions AS processes and who the data subjects are. This may include, but is not limited to, personal data relating to the following categories of data subjects:

- Customers' employees
- Customers' own customers, including clients

4.1.6. The customer may add personal data to the software and processing may include, but is not limited to, the following categories of personal data:

- First and last name
- Contact information (company name, e-mail, telephone and visiting address)
- IP address

4.1.7. The customer undertakes to prepare and keep updated a document that shall only contain the categories of personal data and data subjects processed pursuant to this section 4. The document shall be considered part of the agreement between the parties and supplements the listing of categories of personal data and data subjects set out above. The customer shall not include categories that it is unnatural for the software to process given its purpose, unless otherwise agreed in writing between the parties. Any other information or terms in the document shall not be considered part of the licence agreement between the parties.

4.1.8. The nature of the processing includes collection, structuring, storage, adaptation, alteration, retrieval, use, analysis, disclosure by transfer, anonymisation, erasure and destruction.

4.1.9. The purpose of the processing is the delivery of the software and associated services pursuant to the Licence Agreement. Personal data is processed until the licence agreement ends, unless the customer instructs Vidda Solutions AS in writing to cease processing.

4.1.10. Vidda Solutions AS will only process personal data in accordance with the customer's instructions. The customer hereby instructs Vidda Solutions AS to:

- a) Process the personal data on behalf of the customer, and for the purpose and to the extent necessary to deliver the software, including add-on modules and plug-ins, in a secure and professional manner, in accordance with and to fulfil the Terms of Service, the order confirmation and applicable data protection legislation;
- b) Process personal data as initiated by users through their use of the software;
- c) Use personal data as part of the further development of the software to provide the customer with added value, with the security measures and purpose limitations set out in section 3;
- d) Endeavour to anonymise personal data when used for the purposes set out in section 3.3, so that the data is no longer personal data and data subjects can no longer be identified; and
- e) Process personal data as described in this section 4, which in its entirety represents the customer's instructions for Vidda Solutions AS's processing of personal data on behalf of the customer.

4.1.11. The customer has the right to give additional written instructions regarding Vidda Solutions AS's processing of personal data after the licence agreement has taken effect, provided that the instructions are reasonable and necessary to comply with relevant data protection legislation and that the customer gives Vidda Solutions AS reasonable time to implement the instructions. Provided that Vidda Solutions AS notifies the customer of this, Vidda Solutions AS has the right, instead of following such subsequent instructions, to cease the processing to which the instructions relate, even if this may affect the software or Vidda Solutions AS's fulfilment of other services or obligations under the licence agreement, or to terminate the licence agreement, without Vidda Solutions AS incurring liability or other remedies. Vidda Solutions AS reserves the right to charge for compliance with subsequent instructions within what is reasonable and proportionate in relation to Vidda Solutions AS's own costs of compliance. Vidda Solutions AS shall notify the customer of such additional costs before complying with subsequent instructions. The customer undertakes to document all subsequent instructions.

4.1.12. The customer confirms that: (i) the customer complies with all relevant obligations under applicable data protection legislation; (ii) has the right to transfer personal data to the software and Vidda Solutions AS for processing pursuant to the licence agreement; and (iii) the instructions the customer gives to Vidda Solutions AS are lawful and in accordance with relevant legislation, including the Personal Data Act.

4.1.13. Vidda Solutions AS undertakes to:

- a) Process the personal data solely in accordance with the customer's instructions as set out in section 4.1.11, and, when Vidda Solutions AS becomes aware of it, notify the customer of instructions that in Vidda Solutions AS's opinion breach applicable data protection legislation; implement technical and organisational security measures to protect personal data against loss and unauthorised processing, to ensure the confidentiality, integrity and availability of personal data in accordance with GDPR Article 32, and, together with the customer, ensure that these measures constitute a level of security appropriate to the risk associated with the processing, taking into account current solutions and the costs of implementation;

- b) Notify the customer without undue delay after having become aware, with a reasonable degree of certainty, of a personal data breach;
- c) In accordance with its obligations as a data processor under applicable data protection legislation, assist the customer in its role as data controller by appropriate technical and organisational measures, as far as reasonably possible and taking into account the nature of the processing and the information available to Vidda Solutions AS, including assisting the customer in responding to requests to exercise data subjects' rights, ensuring compliance with obligations under GDPR Articles 32 to 36, and by providing the information necessary to demonstrate compliance with applicable data protection legislation;
- d) When the customer's instruction to process personal data expires, for any reason, e.g. termination of the licence agreement, Vidda Solutions AS shall return the personal data to the customer and/or delete it from the software in accordance with defined deletion procedures, unless mandatory statutory provisions require Vidda Solutions AS to continue storing the data, or the personal data has been irreversibly anonymised;
- e) Notify the customer of all requests for disclosure of personal data received directly from a data subject or from authorities, unless such notification is prohibited by law. Subject to legal obligations, Vidda Solutions AS will not respond to such requests unless the customer has authorised it to do so. Vidda Solutions AS will only disclose personal data to authorities in response to legally binding requests, e.g. a court order or injunction; and
- f) Ensure that persons authorised to process personal data are subject to a duty of confidentiality or are subject to an appropriate statutory duty of confidentiality.

4.1.14. Vidda Solutions AS will make all necessary information demonstrating compliance with applicable data protection legislation available to the customer. Vidda Solutions AS shall also allow and contribute to specific audits and inspections. To request a specific audit, the customer must submit a detailed audit plan at least four weeks before the proposed audit date. If a requested audit scope has been addressed in an ISAE, ISO or similar assurance report carried out by a qualified third-party auditor within the last twelve months, and Vidda Solutions AS confirms it is not aware of any material changes to the audited measures, the customer agrees to accept those findings instead of requesting a new audit of the measures covered by the report. The customer is responsible for any costs arising from customer-requested audits. Vidda Solutions AS has no intention of profiting from assisting our customers with GDPR compliance. On the contrary, we wish to use our GDPR work as a competitive advantage. However, Vidda Solutions AS acknowledges that customer requests vary in time and scope, and on this basis reserves the right to invoice its assistance, provided that Vidda Solutions AS notifies the customer of this in advance.

4.2. Sub-Processors

4.2.1. The customer consents to Vidda Solutions AS using other Vidda Solutions AS companies and third-party providers for the delivery and development of the software, including processing of personal data. Vidda Solutions AS will always enter into a data processing agreement with such sub-contractors if the sub-contractor processes personal data, to fulfil Vidda Solutions AS's obligations under the licence agreement and GDPR.

4.2.2. Vidda Solutions AS will notify the customer of planned changes in the use of sub-processors in advance through normal communication channels or Vidda Solutions AS Trust. The customer hereby permits Vidda located within the EU/EEA as sub-processors without such company being

listed on Vidda Solutions AS Trust and without further specific notice to the customer beyond this section.

4.2.3. Vidda Solutions AS endeavours to limit the processing of personal data outside the EU/EEA and will not process personal data in countries outside the EU/EEA that the European Commission has not determined have an adequate level of protection under Article 45 GDPR without the customer's prior permission. To the extent that processing of personal data outside the EU/EEA is necessary, e.g. in connection with the use of certain sub-processors, the customer hereby permits and instructs Vidda Solutions AS to process personal data outside the EU/EEA, provided that such processing is protected by one of the transfer bases referred to in Articles 45 and 46 GDPR (e.g. the European Commission's Standard Contractual Clauses and additional protection measures where necessary).

4.2.4. An up-to-date list of sub-processors is available on Vidda Solutions AS Trust:
<https://www.vidda.io>

4.2.5. The customer may object to Vidda Solutions AS's use of a new sub-processor provided that this is justified by compliance with relevant data protection legislation and that the customer notifies Vidda Solutions AS of this within 30 days of Vidda Solutions AS notifying the customer of the new sub-processor. If the customer objects to the use of a new sub-processor, the parties shall loyally attempt to find a commercially reasonable solution. If the parties cannot agree on such a solution, Vidda Solutions AS may choose between: (i) not engaging the new sub-processor; or (ii) allowing the customer to immediately terminate the services or software to which the new sub-processor will relate or the entire licence agreement, without either party being able to assert liability or other remedies.

4.3. Security

4.3.1. Vidda Solutions AS undertakes to maintain a high level of security in our software, including with regard to personal data and data privacy protection, for example the requirements set out in GDPR Article 32. Vidda Solutions AS maintains appropriate security through organisational, technical and physical security measures, designed to ensure the software's confidentiality, integrity, availability and resilience, and the same applies to the personal data processed using the software.

4.3.2. Due to the dynamic and changing nature of IT security, especially online, our security measures are described in detail on Vidda Solutions AS Trust with contact information.

4.3.3. Whether the security provided for personal data meets the customer's obligations under applicable data protection legislation is the customer's own responsibility. The customer is further responsible for the customer's own secure use of the software, including protecting personal data during transfer to and from the software and secure backup and encryption of personal data to the extent the customer considers this necessary.

5. Additional Terms

5.1. Confidentiality

5.1.1. The parties may exchange information with, or obtain information from, each other that they should reasonably understand is proprietary, confidential or competitively sensitive ("Confidential Information"). The parties shall keep confidential information confidential and take reasonable steps

to protect the other party's confidential information, and not disclose it to third parties unless authorised by the other party to do so, or if required pursuant to mandatory statutory provisions, regulations or court decisions.

5.1.2. Confidential information does not include: a) information the recipient can prove was in the recipient's possession or that the recipient had knowledge of before the Terms of Service were entered into; b) is or becomes publicly available through no fault of the recipient; c) is received by the recipient from a third party without a duty of confidentiality; or d) is independently developed by the recipient.

5.1.3. Vidda Solutions AS may disclose Confidential Information to other companies in the Vidda Solutions AS group, Partners, sub-processors or sub-contractors to the extent necessary to deliver the software pursuant to the Terms of Service. Confidential Information may also be shared for the purposes referred to in section 3.6.

5.1.4. The confidentiality obligations in this section 5.1 cease three years after the end of the licence agreement, unless otherwise required by law or regulation.

5.2. Intellectual Property Rights

5.2.1. Vidda Solutions AS, or Vidda Solutions AS's licensors where applicable, is the owner of and retains ownership of the software and all associated Intellectual Property Rights in and to the software and all other services and products delivered under the licence agreement, including all IPR arising from Vidda Solutions AS's processing of data. Except for the limited licence(s) expressly granted to the customer in the licence agreement, the licence agreement shall not in any way be construed as a transfer of or licence to IPR from Vidda Solutions AS, or Vidda Solutions AS's licensors, to the customer.

5.2.2. The licence agreement also applies to components of the software owned by third parties ("Third-Party Components"), unless Vidda Solutions AS has made separate terms available for the third-party component, in which case those terms shall take precedence. If a third-party component is open source, the software, under no circumstances other than the third-party component, shall be considered open source or publicly available software. Where a third-party component requires Vidda Solutions AS to include licence and/or copyright notices, this is available in the software or software documentation.

5.2.3. To the extent Vidda Solutions AS does not already own this, Vidda Solutions AS receives from the customer a perpetual, worldwide, irrevocable and royalty-free right to: (i) anonymised and aggregated data; (ii) all rights, title and interests, including IPR, in and to all APIs integrating the software with other platforms and software, and other technology developed or designed to enable or improve the interoperability between the software and other platforms and software, unless exclusively developed by the customer. The foregoing includes the right to modify and sub-licence, cf. Section 68 of the Copyright Act (Act of 15 June 2018 No. 40, or equivalent provision upon amendment).

5.2.4. In case of IPR infringement, Vidda Solutions AS and its licensors may take all reasonable steps to protect their interests as permitted by law.

5.2.5. The customer, or its Clients where applicable, is the owner of the Customer Data and the IPR in and to the Customer Data.

5.3. Warranty

5.3.1. Vidda Solutions AS will use commercially reasonable efforts to ensure that the software in all material respects functions as described in the software documentation during the subscription period, provided it is properly configured (including the customer's choice of browser) and updated to a supported version. Supported versions may vary and are available in the software documentation. The customer accepts that the software and its delivery will not be entirely error-free and that software improvement is a continuous process.

5.3.2. Vidda Solutions AS does not warrant that the software will meet the customer's requirements, function correctly with the customer's choice of equipment, systems and settings, configurations, modifications, add-ons or integrations not performed or controlled by Vidda Solutions AS, or, if delivered over the internet, that it will be uninterrupted. Vidda Solutions AS is not responsible for the internet, internet service providers or the customer's internet connection.

5.3.3. If the software does not function in accordance with the limited warranty specified in this section 5.3, Vidda Solutions AS shall remedy confirmed defects or deficiencies in the software at its own expense. "Confirmed defects or deficiencies" means defects or deficiencies that Vidda Solutions AS can reproduce and/or that are confirmed through Vidda Solutions AS's support channels, and that arise during the subscription period. Vidda Solutions AS may choose to replace the software or functionality instead of remedying the defect.

5.3.4. If the confirmed defect or deficiency is material, meaning that the customer's ability to use the software is significantly impaired, and Vidda Solutions AS does not remedy confirmed defects or deficiencies or replace the software within a reasonable time, cf. section 5.3.3, the customer may terminate the limited licence to the affected software. In such case, the customer has the right to a pro-rata refund for any fees for the remaining subscription period for the affected software, from and including the month after Vidda Solutions AS has confirmed the defect or deficiency.

5.3.5. Except as expressly stated in section 5.3, the customer has no right to bring claims against Vidda Solutions AS.

5.3.6. Links to websites not controlled by Vidda Solutions AS that are displayed in the software, related websites or documentation are provided for convenience purposes only. Vidda Solutions AS is not responsible for such websites.

5.4. Liability

5.4.1. Vidda Solutions AS is not responsible for customer data, including its content, ownership and entitlement, nor for the use of or other activities carried out on customer data by the customer.

5.4.2. Vidda Solutions AS's liability is limited to direct losses. Vidda Solutions AS is not liable for indirect, incidental, consequential, punitive or special losses or damages, including but not limited to loss of profits, loss of revenue, loss of business, loss of data, lost savings, third-party claims, loss of goodwill, loss of data, etc.

5.4.3. Total accumulated liability for Vidda Solutions AS during the subscription period shall not exceed an amount equivalent to 12 months' fees for the affected software immediately before the event giving rise to the liability.

5.4.4. Neither party shall be liable for delays or failure to perform arising from force majeure, including earthquakes, riots, labour disputes, pandemics, rapidly enacted or new temporary

legislation related to the internet, government or EU sanctions and other comparable events beyond the parties' control. Cyber attacks that Vidda Solutions AS has been unable to prevent with reasonable measures are considered a force majeure event. If legislation, EU directives or regulations are rapidly processed or adopted after the software has been made available and prevent Vidda Solutions AS from fully or partially fulfilling its obligations under the Terms of Service, temporarily or indefinitely, this shall be deemed a force majeure event. If a sub-contractor extraordinarily increases its prices to Vidda Solutions AS partly or entirely due to a force majeure event, or if Vidda Solutions AS, due to a force majeure event, must switch to a sub-contractor with higher prices to maintain delivery of the software, Vidda Solutions AS reserves the right to adjust its fees to the customer accordingly and with notice as specified in section 1.2.4.

5.4.5. The customer acknowledges that the internet is an open system and that Vidda Solutions AS cannot guarantee that third parties cannot intercept or alter data. Vidda Solutions AS is not liable for such misuse, disclosure, dissemination or loss.

5.5. Indemnification

5.5.1. Vidda Solutions AS shall at its own expense indemnify the customer against financial loss resulting from a third party bringing a claim against the customer that the software licensed to the customer under the licence agreement, or the use thereof, infringes the third party's IPR, provided that the claim is finally decided in favour of the third party by a court with jurisdiction to decide the claim or by a settlement that Vidda Solutions AS has pre-approved.

5.5.2. Vidda Solutions AS's obligation to indemnify the customer under section 5.5.1 only applies if: (i) the customer notifies Vidda Solutions AS immediately after becoming aware of the claim; (ii) the customer gives Vidda Solutions AS control of negotiations, legal proceedings and any settlement; (iii) the customer cooperates with Vidda Solutions AS in accordance with Vidda Solutions AS's reasonable instructions; (iv) the claim is not caused by or related to the customer's breach of the licence agreement or Vidda Solutions AS's instructions to prevent or limit a possible or actual infringement of a third party's IPR; and (v) the claim is not caused by or related to use, modification, integration or adaptations not performed or approved in writing by Vidda Solutions AS.

5.5.3. If Vidda Solutions AS becomes aware of a possible or actual IPR infringement, Vidda Solutions AS has the right to: (i) modify the software so that the IPR infringement no longer exists; (ii) replace the software, or parts thereof, with functionally equivalent software; (iii) obtain a licence for the customer's continued use of the software; or (iv) revoke the limited licence to the software against a refund of prepaid fees for the part of the subscription periods exceeding the termination date. The customer may not bring other claims based on infringement of third-party rights.

5.5.4. The customer shall at its own expense indemnify Vidda Solutions AS and defend Vidda Solutions AS against claims and disputes arising from a third party claiming that data, or the use thereof pursuant to the licence agreement, or the customer's use of the software in breach of the licence agreement: (i) conflicts with or infringes a third party's IPR or other rights; or (ii) conflicts with applicable legislation. Vidda Solutions AS shall within a reasonable time notify the customer of the claim, cooperate with the customer, at the customer's expense, within what is reasonable, and give the customer control of the legal process and any settlement negotiations.

5.6. Termination

5.6.1. The customer and Vidda Solutions AS may in writing terminate the licence agreement or individual software in accordance with the terms set out in the order confirmation. Terms may vary from software to software. Unless otherwise stated in the order confirmation or agreed in writing between the parties, the parties may terminate the licence agreement with 3 months' notice effective on the last day of the third month after such notice was given.

5.6.2. Vidda Solutions AS has the right to terminate the licence agreement with immediate effect if: (i) the customer or its management has been convicted of or is suspected of acting in violation of applicable legislation; or (ii) the customer or its management is or becomes subject to, or operates in a country that is or becomes subject to, sanctions from the EU or UN.

5.6.3. If a breach of the customer's obligations under the licence terms is confirmed or is reasonably suspected, or if the customer becomes bankrupt or insolvent, assigns a substantial part of its assets to creditors, or commits or threatens to cause Vidda Solutions AS to commit unlawful or offensive acts, Vidda Solutions AS may suspend the customer's access to the software or limit access to read-only until the matter is resolved. Vidda Solutions AS will give the customer prior notice and reasonable time to respond before access is restricted, and reserves the right to terminate the limited licence and the licence agreement if the customer does not correct or change its conduct. Vidda Solutions AS may at its sole discretion terminate the limited licences granted under the licence agreement with immediate effect if the customer materially breaches the licence agreement.

5.6.4. Upon termination, or when the customer instructs Vidda Solutions AS in writing to cease processing personal data on behalf of the customer, Vidda Solutions AS shall within a reasonable time delete personal data processed on behalf of the customer from its systems, unless mandatory statutory provisions, regulations or court decisions require otherwise. If Vidda Solutions AS must continue processing personal data based on statutory provisions, regulations or court decisions, Vidda Solutions AS shall continue to maintain the security of personal data as set out in the Terms of Service. The timing for deletion of personal data varies from software to software. After personal data has been deleted, Vidda Solutions AS has no further obligations to the customer with respect to personal data processed on behalf of the customer.

5.6.5. The customer may request that personal data is returned within 30 days of termination; otherwise the data will be irreversibly deleted. The format, timing and method for return of personal data is determined by Vidda Solutions AS and may vary from software to software. Vidda Solutions AS reserves the right to invoice its current standard rates at the time of return for the return of data.

5.6.6. All licences, including limited licences, granted to the customer under the licence agreement are immediately and automatically revoked upon termination of the licence agreement, regardless of the basis for such termination, and the customer undertakes to cease using the software immediately.

5.7. Governing Law and Dispute Resolution

5.7.1. The customer enters into a contract with the Vidda Solutions AS company from which the right of use to the software was ordered, as indicated on the order confirmation and invoice.

5.7.2. The licence agreement is governed by and shall be interpreted in accordance with the legislation applicable in the country where Vidda Solutions AS has its registered office, regardless of that country's conflict of law rules. Any disputes relating to the licence agreement or use of the software shall be sought resolved through amicable negotiations, and the customer consents to

participating in such negotiations, including by e-mail and in oral meetings/telephone calls in accordance with Vidda Solutions AS's requests. If amicable negotiations do not lead to a mutually acceptable solution, the dispute shall be referred to the courts in the jurisdiction where Vidda Solutions AS has its registered office, which shall be the exclusive venue.

5.7.3. The parties agree not to bring claims relating to the licence agreement or use of the software when more than one year has passed since termination of the licence agreement.

Customers understand and agree that they are solely and independently responsible for their own compliance with applicable laws and regulation

Vidda Solutions AS | Ostadalsveien 3A, 0753 Oslo, Norway | support@vidda.io | vidda.io

Solutions AS to engage other companies in the Vidda Solutions AS group

