Genetix ESRS.tools Terms & Conditions

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GENETIX COMPUTING APS

CVR-no. 33860390

Fruebjergvej 3

2100 Copenhagen OE

("**Genetix**")

1. Introduction

1.1. These service terms ("Terms") regulate the customer's ("Customer", "you") agreement ("Agreement") on use of Genetix's ESRS.tools solution and services ("Service") and shall at the first occurrence of using the service or in writing accepting an offer from Genetix regarding the Service, be mutually binding on Genetix and the Customer.

1.2. Genetix is a company that is engaged with, amongst others, software development in relation to decision making tools that use automated data collection and automated complex data analysis to optimize processes and/or improve the basis for strategic decisions of business organizations, and has developed the uniquely powerful and transparent analysis technology, Genetix Decision Intelligence (GDI) – on top of GDI the Service has been developed to interpret and calculate ESRS data on the basis of end-user bank transactions provided access to through Aiia/Mastercard ("Aiia"), which allows Customers to compile data to comply with ESRS requirements.

1.3. The Service is for use with the Customer's financial institutions registered in the European Union (EU) and approved by Aiia. Use with Banks outside EU/Aiia approval may give none or odd results.

1.4. Disclaimer: Genetix does not guarantee that End-User Data from accounts in all financial Institutions can be obtained, nor that all End-User Data is meaningful or useful for ESRS compliance.

2. Use of the Service

2.1. The Service is used by the End-user (representing Customer) via the web-based interface (ESRS.tools) provided by Genetix, as well as through a series of API endpoints provided at the Customer's request and extra cost for use with the Customer's Business own Intelligence solutions. Results are currently emailed to End-users, although a central web platform is under consideration.

2.2. As part of using the Service, Customer uses BankID/MitID to give Aiia's transaction data aggregation service and Genetix's analysis service temporary read-only access to make automated ESRS analysis and calculations on the transaction data from all the provided accounts in all supported Financial Institutions. All services regarding the bank transactions are governed by PSD2 EU regulations.

2.3. The Customer's transaction data is owned solely by the Customer, and Aiia and Genetix may not use the transaction for anything else than ESRS interpretations and calculations, may not share the transaction data with any entity except the owning Customer and must delete the transaction data before end of the 24 hours period starting from user giving consent at the start of the Aiia flow. No employee of Aiia and/or Genetix may look at the transaction data unless explicitly requested by Customer in writing with either Aiia or Genetix.

2.4. The result of the Customer's scope 3 CO_2e outgoing emissions (upstream and downstream) to Customer's suppliers or customers are stored by Genetix. These outgoing emissions (total and per CO_2e/EUR) may be included in the analysis to Customer's suppliers or customers when these

suppliers or customers use the Service (ESRS.tools), as part of improving understanding of the CO2e emission flow throughout the value chain. Only the emission share going to/from Customer directly to/from another user of the Service is shown, not Customer's full scope 3 nor any other results data from Customer. Customer is shown the same scope 3 emissions data from other users of the Service. There are no GDPR data in the stored data.

2.5. Customer is responsible for its ability to connect with and use the Service, including acquiring, installing and maintaining usable software, web-services and operating systems and hardware that are needed in order for the Customer to use the Service. Customer is also responsible for compatibility between Customer's updates or new versions of software and hardware where this is necessary for Customer to use the Service.

2.6. Customer will do its utmost to abide by, and is solely responsible for complying with, all applicable laws when using the Service.

2.7. The Service is provided "as-is", and Genetix makes no warranty as to the Customer's use of the Service. The Customer assumes any and all risks of using the Service. Genetix provides no guarantee that the Service meets the Customer's specific requirements or for data quality, uptime, or other metrics except as specifically described in these Terms. Genetix has done its utmost to ensure that the Service abides by all applicable laws in Denmark and EU.

2.8. Changes and updating of the Service

2.8.1. Genetix will continuously and at its sole discretion change and update the functionality of the Service, including by modifying, adding or removing functionality of the Service, when Genetix deems such changes necessary in order to provide the best possible Service to its customers or as dictated by authorities. If such changes etc. are deemed material for Customer by Genetix or the authorities, Genetix will inform the Customer of the changes with a reasonable advance notice. Such changes do not imply any restriction or changes in the Customer's obligations towards Genetix, nor shall they be considered errors, defects or a breach of contract.

2.8.2. Genetix may choose to add new functionality to the Service, which may be connected to but is not part of the Service as described in these Terms. Genetix shall at its discretion decide whether the use of such new functionality shall require that Customer to enter into a supplement agreement on the use of such functionality in order for such new functionality to be part of the Customer's Right of Use according to these Terms.

2.9. Error correction

2.9. If the Customer experiences errors or defects in the Service, which are solely attributable to Genetix or Aiia, the Customer shall inform Genetix of these in writing through support@ESRS.tools and provide reasonable details as to how and when such error or defect occurs. Genetix shall as soon as reasonably possible remedy such errors or defects. Remedy may include reasonable work-arounds, provided these do not have a substantial negative impact on the use of the Service.

3. Right of Use

3.1. Extent

3.1.1. Genetix grants the Customer a right to use the Service in accordance with these Terms and the Agreement (hereinafter the "Right of Use"). The Right of Use is a non-exclusive, non-transferable and time-limited right to use the Services agreed upon in accordance with these Terms. The Right of Use is conditioned upon the Customer's timely payment of Service Fees.

3.1.2. Customers are at all times responsible for their employees', consultants or other attached third parties' concrete use of the Service as End-users and that such use is conducted within the limits as set out in these Terms and the Agreement.

3.2. Restrictions

3.2.1. It is prohibited for the Customer to use the Service for anything other than what is provided for in these Terms and the Agreement.

3.2.2. The Right of Use is limited to the Customer's legal entity, defined by the Customer's business registration number and majority owned entities with which the Customer's legal entity shares bank accounts. The Customer shall not facilitate or allow for any third party to use the Service and shall not make use of the Service on behalf of any third party, or make use of the Service as a subcontractor to any third-party, except as provided for in these Terms and the Agreement.

3.2.3. Customer may not (directly or indirectly); (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Service; or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that Customer receives hereunder. Customer may copy the results and log tables presented to Customer on ESRS.tools, incl. texts on the page showing the results and logs, but only for Customer's own use of the results and not for any activity in competition with the Service.

3.2.4. Genetix reserves the right to suspend and/or withhold the provision of the Service in its entirety or in part where (i) Genetix reasonably believes that the Customer's use of the Service is in violation of these Terms, or (ii) Genetix reasonably believes that the Customer's use of the Service poses a risk to an end-user, a Financial Institution or Genetix itself or its services, including the Service. If the Service is suspended or withheld, pursuant to this section 3.2.5 Genetix shall contact the Customer setting out the reasons for the suspension or withholding of service.

4. Hosting and Operations

4.1. Genetix operates the Service by use of Microsoft Azure cloud services, using Azure's North Europe and West Europe data centers in accordance with GDPR. The Service employs redundancy on multiple levels to ensure continued operations, and Genetix has extensive operational measures to ensure high operational stability. No guarantee on a specific uptime or other performance metrics is however given.

5. Service Fees and payment

5.1. The Customer's Right of Use regarding the Service is subject to the Customer having a valid and timely payment of service fees (the "Service Fee") incl. applicable VAT. Specified invoice is provided for all purchases.

5.2. The amount of the Service Fee may be dependent upon the number of banks or transactions Customer requests interpreted. In all cases Customer will always be given a fixed price and right of refusal before payment is required.

5.2. Genetix may at any time adjust any Service fee. Any fixed price shown will be valid for as long as noted in the written offer.

6. Intellectual Property Rights

6.1. Genetix's Intellectual Property Rights

6.1.1. Genetix, or any third-parties from whom Genetix derives its rights, has and shall retain all proprietary rights, copyrights, design rights and similar rights (hereinafter the "Intellectual Property Rights") to the Service and any changes thereto including HTML and other front-end code, all documentation and material made available, source code, content text, images, designs, trademarks and other items that Customer may access by using the Service. Genetix's Intellectual Property

Rights also include content in any physical media and material relating to the Service that has been delivered to Customer. The exception to this is the Customer's own data and/or data based on Customer's transactions, as noted under section 2.

6.1.2. If the parties agree on any development works, the Intellectual Property Rights to such works shall solely belong to Genetix unless otherwise explicitly derogated from in a written agreement.

6.2. Customer's Intellectual Property Rights

6.2.1. Customer has and shall retain the Intellectual Property Rights to all data and materials produced to the Customer by using the Service, to the extent such data and material do not overlap any of Genetix's Intellectual Property Rights as described in section 6.1 and 3.2.3.

6.3. Third-party Intellectual Property Rights

6.3.1. Genetix guarantees that the Service to the best of Genetix's knowledge does not infringe any third-parties' Intellectual Property Rights.

6.3.2. If a third-party submits a claim of infringement of its Intellectual Property Rights towards Customer in respect of Customer's use of the Service, Customer shall immediately notify Genetix. Genetix may, at its own expense, and, if the circumstances permit it, choose to take over and settle the matter with the third-party claiming infringement in the manner that Genetix considers appropriate.

6.3.3. If a third-party, by a final, enforceable judgment or arbitration award finds that the Service and Genetix's commercial use hereof constitutes an infringement of said third party's Intellectual Property Rights, Genetix is obliged to do either of the following at its own expense: (i) obtain right or permission from the third-party in question to use the relevant Intellectual Property Rights in the Service, (ii) stop the infringement by altering the Service, (iii) replace the infringing elements of the Service with any other software that essentially contains the same functionality as the infringing component or (iv) provided that none of the options listed in the sections above (i-iii) are commercially reasonable for Genetix's continued provision of the Service: terminate the agreement with the Customer, including the Customer's Right of Use, with effect for the future and reimburse Customer of prepaid Service Fee. The Customer shall have no other remedies, than the above (i)-(iv), available in such a situation.

7. Processing of personal data

7.1. Genetix and Aiia processes personal data, including End-User Data, and as such act as Data Processors. The Customer is always Data Controller regarding personal data originating from the

Customer or the Customer's transactions. When providing End-User Data and transaction data to the other party or End-users of the Service, such as between Aiia and Genetix or either and the Customer, this is a transfer between two independent Data Processors. From the moment a party receives personal data, including End-User Data and transaction data, regarding end-users via the Service, the receiving party becomes a Data Processor regarding such data.

7.2. All parties are to process personal information regarding users of the Service in accordance with the General Data Protection Regulation (GDPR - The European Parliament and the Council's Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data).

8. Liability

8.1. Generally

8.1.1. Each party is liable to the other party in accordance with the general rules under EU law unless otherwise provided in these Terms.

8.2. Product liability

8.2.1. To the extent permitted by law, Genetix disclaims all product liability and can thus only be held responsible and liable for product liability to the extent that such product liability follows from mandatory provisions of applicable law.

8.3. Limitation of liability

8.3.1. Subject to section 8.5, neither party is liable to the other party for indirect losses or consequential damages arising from the use of the Service, including operating loss, loss of profit, loss and/or recovery of data, loss of goodwill, third-party losses or damages and other forms of indirect or consequential damages. In addition, neither party is liable for any loss resulting from the other party being unable to use the Service or provide its own services for any reason whatsoever and irrespective of whether the other party has been advised of the possibility of such losses.

8.3.2. Genetix disclaims any liability for losses or damages attributable to products or services for which the Customer is responsible and for connection to and running of such services, including lack of internet access, system breakdown or other matters relating to Customer's IT equipment, infrastructure operations, software and/or services.

8.3.3. Genetix disclaims any liability for losses or damages relating to Financial Institutions' services, running of their API's, IT operations and other circumstances with the Financial Institutions that may affect Genetix's ability to provide the Service, including with respect to timeliness, accuracy or completeness of End-User Data or resulting interpretations and calculations.

8.3.4. Genetix's liability towards the Customer for any and all claims (cumulative) under the agreement and these Terms is limited to an amount equal to the total Service Fee paid by Customer to Genetix in the 12 months prior to the incident that gives rise to a claim. If the Agreement has not been in force for 12 months, the limitation of Genetix's liability shall be calculated proportionately based on the payments of Service Fee during the period in which the Agreement has been in force.

8.4. Force Majeure

8.4.1. Neither of the parties shall be held liable to the other party in respect of matters beyond the first party's control that could not reasonably have been taken into account, avoided or overcome at the conclusion of the agreement (hereinafter a "Force Majeure Event"). A Force Majeure Event with a sub-supplier shall also constitute a Force Majeure Event for the party using said sub-supplier.

8.5. Indemnification

8.5.1. The Customer shall defend, indemnify, and hold harmless Genetix, its affiliates and each of Genetix's employees, contractors, directors, suppliers or representatives from all damages, losses, liabilities, claims, and costs and expenses, including all attorneys' fees, that arise from or relate to; (i) the Customer's use or misuse of, or access to, the Service; (ii) the Customer's violation of these Terms; (iii) any content, information or materials provided by the Customer or the Customer's end-users or customers; (iv) disputes or issues the Customer's end-users or customers may have with respect to the Customer's or any of the Customer's products or services or content; (v) disputes or issues the Customer's end-users may have with respect to any End-User Data (including, without limitation, with respect to the timeliness, accuracy or completeness thereof); (vi) infringement by the Customer, or any third-party using the Customer's account or identity in the Service, of any Intellectual Property Rights or other right of any person or entity. Genetix is entitled to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Customer, in which event the Customer shall assist and cooperate with Genetix in asserting any available defenses.

9. Terms and termination

9.1. This Agreement runs from the time of Customer entering into agreement on the Service with Genetix. During the agreement the results are made available to Customer by Genetix and the Customer may keep the results indefinitely.

9.2. The Agreement on this service will automatically terminate when the Service has provided the results to the user, after which the Customer's results are deleted, except for scope 3 emissions stored as of 2.4. The Customer may delete results and/or scope 3 emissions stored as of 2.4 by contacting support@ESRS.tools.

9.3. Both parties may terminate the Agreement upon the other party's material breach of the Terms in accordance with the general rules under Danish law. A breach shall not be considered material if the party in breach remedies said breach within 30 days from receiving a written notice of the breach from the other party.

9.4. The Customer's Right of Use expires without notice at the date of termination of the agreement between Genetix and the Customer, irrespective of the grounds for such termination.

10. Confidentiality

10.1. Unless otherwise specifically agreed in writing and signed by the parties' authorized officers, both parties shall keep and treat all exchanged data, documents, materials and any other exchanged information about the other party, its end-users, customers and other affiliated parties strictly confidential, except for use for its intended purpose. Both parties are liable for their employees' negligent or intentional breach of this duty of confidentiality.

10.2. This duty of confidentiality shall survive and continue to oblige the parties after termination of the Agreement, irrespective of the grounds and reasons for the termination.

11. Notices

Any and all notices or other communications required under the Agreement shall be in writing and shall be deemed given and effective when using legal@GenetixComputing.dk email address. The use of other communication channels shall not have a legally binding effect on Genetix, unless an authorised representative of Genetix has expressly and in writing confirmed having received such notice.

12. Applicable law and arbitration

12.1.1. This Agreement is governed by Danish law, regardless of the consequences of international private law. The parties agree to exclude the application of the United Nations Convention on International Purchasing ("CISG").

12.1.2. If the Customer is or becomes obligated by legal requirements regarding outsourcing arrangements for financial institutions, the Customer shall immediately contact Genetix, if the Customer considers the use of Genetix's services to be critical or important outsourcing, in the sense of such legislation.

12.2. Arbitration

12.2.1. In case a dispute regarding a legal or technical question arises between the parties, either party may request an opinion from an independent expert in accordance with the Rules regarding Legal/Technical Opinions in IT cases adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

13.2.2. If the proceedings according to the Rules regarding Legal/Technical Opinions in IT cases are terminated without a settlement, the dispute shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitral tribunal shall be seated with one arbitrator and the arbitration will take place in Copenhagen. The arbitration language shall be English, or Danish provided the parties agree on this.

13. Entire agreement

13.1. No additional or different terms or conditions than these Terms will be binding upon Genetix, regarding the Customer's use of the Service unless specifically agreed to in writing and signed by an authorized officer of Genetix. Failure of Genetix to object to conditions contained in any other writing or other communication from Customer shall neither be construed as a waiver of these Terms nor acceptance of any such other provisions. None of any past practice, industry standards, course-of-dealing or usage of trade shall constitute a modification of any term or condition contained herein, nor shall same add any term not contained herein.

14. Changes to the Terms

14.1. Genetix may change the Terms at any time and without prior notice. If you do not agree with the proposed change(s) to the Terms, you must notify Genetix at legal@GenetixComputing.dk before that change(s) take effect and you will have the right to terminate the Agreement at any time before the changes enter into force. If you do not contact Genetix to request termination, Genetix will consider that you have accepted the change(s) to the Agreement.

14.2. These Terms were issued in May 2023 and are valid until new terms are issued.