

MAIGON DPA

TERMS OF SERVICE

These terms of service (the “**Terms**”) govern the use of MAIGON DPA, a digital artificial intelligence-based tool for review of data processing agreements (“**DPA**”) as further described herein (the “**Service**”). These Terms together with the order for the Service (the “**Order**”) constitute an agreement (the “**Agreement**”) between Maigon and the Customer.

THE SERVICE

The Service is a tool for reviewing data processing agreements based on the requirements stated in Article 28 of the General Data Protection Regulation (EU) 2016/679 (the “**GDPR**”).

The Service may be accessed in three ways, through

- (a) a webpage (currently <https://dpa.ai>) (the “**Webpage**”), or
- (b) e-mail to a dedicated service email address as set out in the Order (“**E-mail**”).

Any DPA to be evaluated must be either a Microsoft Word .DOCX file or a .PDF file (including scanned .PDF files) and be in English. For the review to be complete, the DPA submitted should include the relevant schedules specifying the processing of personal data and the technical and organizational security measures to be implemented. After review of the DPA, a result will be delivered to Customer (“**Result**”).

USE OF THE SERVICE

Subject to Customer fulfilling all its undertakings under this Agreement, Customer

is granted a right to access and use the Service as set forth in the Order Form.

CUSTOMER RESPONSIBILITIES, USAGE AND CONTENT OF THE SERVICES

The Customer will

- (a) only use the Service for its intended purpose as described above,
- (b) pay all fees for the Services as set out in the Order,
- (c) be responsible and liable for all its users’ compliance with this Agreement,
- (d) be solely responsible for the control and verification of any Customer data submitted and/or used by the Customer in connection with the Service,
- (e) procure that all Customer data and Customer’s processing thereof is in compliance with any applicable laws and regulations, including but not limited to any applicable data protection and privacy laws and regulations,
- (f) inform Maigon prior to any transfer of personal data to Maigon. Such information shall describe the types of personal data, categories of data subjects, the Customer’s purposes for processing the personal data. Customer undertakes to take all appropriate measures to ensure the safe and lawful processing of personal data, including but not limited to, entering into a written data processing agreement with Maigon.
- (g) use commercially reasonable efforts to prevent unauthorised access to or use of

the Services and notify Maigon promptly of any such unauthorised use,

- (h) not make the Service available to anyone other than users authorised by Maigon in accordance with this Agreement, and not lease, sublicense rent distribute or use the Service to the benefit of others,
- (i) without undue delay inform Maigon if a user is no longer authorised to use the Service,
- (j) not permit direct or indirect access to or use the Service in a way that circumvents a contractual usage limit,
- (k) not use the Service for any illegal, harmful, offensive, immoral or unauthorised purposes or in a way that violates applicable laws, or creates a material adverse effect on Maigon, or take any action that imposes or may impose (in Maigon's sole discretion) an unreasonable or disproportionate burden on Maigon's and/or Maigon's supplier's technical infrastructure; and
- (l) not alter, develop, adjust, decompile or reverse engineer the Service to access Maigon's intellectual property or to violate the security or integrity of any network, computer or communication system, software, application or network computing device.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the Service belongs, or are licensed, to Maigon. Nothing in this Agreement shall be construed as a transfer of any intellectual property right or any other right to Customer. Customer is only granted the limited license described above.

The DPA and the Result provided based on the content of the DPA constitute user generated materials ("**User Materials**"). Customer warrants that it has all necessary rights to provide Maigon with the User Materials and grant Maigon the rights set out herein.

Maigon does not claim ownership in any intellectual property rights to User Materials, which shall remain with Customer or Customer's licensor, and no such rights are transferred to Maigon.

PROCESSING OF PERSONAL DATA

In connection with the Service, we may collect and process personal data in accordance with our Privacy Notice (available here https://dpa.ai/privacy_policy).

NO WARRANTY

Customer hereby acknowledges that the Service is provided in BETA version and understands that despite the internal testing that has taken place the Service may contain errors, omissions or other malfunctions and that Customer cannot solely rely on the Result as it is developed to be used together with a manual review.

The Service, including but not limited to the Result, and its components, Webpage, and E-mail are provided strictly 'as is' without warranties of any kind. Customer's use of the Service is solely Customer's responsibility and done at Customer's own risk. Maigon does not provide any warranties, express or implied or otherwise, as to the availability, accessibility, quality, fitness for any particular purpose, suitability or accuracy of the Service or any part thereof, including the Result, Webpage, and E-mail.

Customer acknowledges and agrees not to rely on the Service for any purpose which is of importance to Customer since there may be situations where the Service will not be available, e.g. due to planned or unplanned maintenance or circumstances beyond Maigon's control. In addition, Maigon reserves the right to modify the Service at its sole discretion, e.g. by modifying, adding or removing functionality without any prior communication to Customer.

NO CLIENT-ATTORNEY RELATIONSHIP

Neither the Service nor the Result constitutes legal advice, nor does either establish any form

of attorney-client relationship between Customer and Maigon.

NETWORK FEES AND ACCESS

Customer is responsible for all costs associated with securing its own systems functionality, compatibility with the Service as well as access to the network necessary to use the Service.

INDEMNITY AND LIMITATION OF LIABILITY

Customer shall be liable for any losses caused by its breach of this Agreement, including but not limited to any misuse of the Service, and agrees to indemnify Maigon in relation to any claims, costs (including reasonable legal costs) damages, expenses, liabilities and losses incurred in relation to Customer's breach of this Agreement or any applicable law as well as against any claim of infringement related to the User Materials.

Except for losses which may not be excluded or limited by law Maigon is not liable to Customer or any third party for any lost profits, loss of income, loss of revenue, business interruption or loss of goodwill or any indirect or consequential losses of any kind arising out of, or in connection with, the Service. Neither is Maigon responsible for any third-party claims made against Customer.

In any event shall Maigon's total liability under this Agreement be limited to direct losses caused by Maigon's negligence and shall under no circumstances exceed an amount corresponding to twenty-five percent (25%) of the fees paid by Customer for the Service during the year when the loss occurred.

TERM AND TERMINATION

This Agreement shall enter into force on the date set out in the Order and shall remain in force for a period of twelve (12) months, where after it shall be automatically renewed for consecutive one (1) month periods, unless terminated by either party by giving no less than thirty (30) days' notice, after which notice period the Agreement shall terminate at the expiry of the then current term.

No repayment of fees will be made as a consequence of any termination.

CHANGE OF TERMS AND TERMINATION OF SERVICE

Maigon reserves the right to change or update these Terms at any time in its discretion and undertakes to inform Customer about any such changes in reasonable time before they enter into force by notice on the website or email to Customer. If Customer doesn't accept any such changed or updated Terms, Customer may terminate the Agreement for convenience by notice to Maigon, in which case the Agreement shall terminate on the day of entry into force of such updated Terms.

Maigon has the right to suspend Customer's or specific user's access to the Service with immediate effect if Maigon has reason to believe that Customer or such user (for which the Customer is responsible) is violating these Terms or are abusing the Service. Furthermore, Maigon reserves the right to modify, discontinue, temporarily or permanently cease providing the Service at any time without prior notice if it deems it required by any reason beyond its reasonable control, including without limitation when required by law or decision by an authority. Customer acknowledges and agrees that Maigon shall not be liable to Customer or any third party for such modification, suspension or discontinuance and that Maigon will not be obligated to refund any fees.

TRANSFER

Customer may not assign or transfer any rights or obligations under the Agreement. Maigon may assign or transfer its rights under this Agreement without Customer's consent.

CONFIDENTIALITY

Each Party agrees to keep, and procure to be kept, secret and strictly confidential all information in any form or medium, whether disclosed orally or in writing before or after the execution of this Agreement received from the other Party and designated as confidential in

writing by the disclosing Party together with all other information which relates to the business, affairs, products, developments, trade secrets, know-how, personnel, consultants, sub-contractors, customers and suppliers of either Party, including the terms of this Agreement, or information which otherwise may reasonably be regarded as confidential information of the disclosing Party. For the avoidance of doubt confidential information shall not be used by either Party for any purpose other than fulfilling its obligations and complying with the terms and conditions of this Agreement.

Disclosure of confidential information shall be made only to those affiliates, employees, representatives (including for the avoidance of doubt, auditors and legal advisers) and subcontractors who have a need to know the relevant information in order to further the purposes of this Agreement. The disclosing Party shall ensure that such receivers are bound by confidentiality no less strict than set forth in this Agreement.

The provisions of this clause shall not apply to any confidential information which the receiving Party can demonstrate:

- (a) is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party; or
- (b) is or becomes public knowledge other than by breach of this Agreement; or
- (c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

- (d) is independently developed without access to the confidential information; or
- (e) disclosure of confidential information is required by mandatory law, rule, regulation, applicable stock exchange rules or a court order.

The provisions of this clause shall survive the termination of this Agreement and for a period of three (3) years thereafter.

Upon request by the disclosing Party or upon termination of this Agreement, the receiving Party undertakes to return and/or destroy, as requested, any materials containing confidential Information, as well as any copies of such information. If such confidential information and/or copies thereof cannot be returned, the receiving Party undertakes to destroy it.

APPLICABLE LAW AND DISPUTES

This Agreement shall be governed by and construed in accordance with Swedish law, without regard to its conflict of laws rules.

Any dispute or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by Swedish courts, with the Stockholm District Court as the first instance, unless otherwise provided by mandatory law.