

MIKE CLOUD TERMS AND CONDITIONS

1 DEFINITIONS

- 1.1 **Affiliate** - shall mean a corporation, company or other entity, now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with by one of the Parties, but such corporation, company or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For purposes of this definition "control" of a corporation, company or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, whether (i) through the ownership of voting securities entitling to the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise.
- 1.2 **Agreement** – The Agreement is the sum of these Terms and Conditions and the associated Policies and the Data Processor Agreement
- 1.3 **DHI** – In this Agreement, DHI refers to DHI A/S and all of its Affiliates.
- 1.4 **Licensee** – In this Agreement, the Licensee is the physical or legal person entering into the Agreement with DHI.
- 1.5 **Platform** – In this Agreement, Platform refers to the MIKE Cloud Platform infrastructure, as well as the Services and Service Applications that the Licensee subscribes to.
- 1.6 **Policies** – In this Agreement, Policies refers to the Policies set out in Schedule A and the Data Processing Agreement (Schedule B), plus any additional policies that may be added from time to time by DHI at its discretion. DHI will strive to provide advance notice on the Platform of any new Policies.
- 1.7 **Services and Service Applications** – In this Agreement, Services and Service Applications are the tools, model engines, data processing utilities etc that the Licensee has subscribed to.

2 INTRODUCTION

- 2.1 This Agreement between Licensee and DHI sets out the general terms and conditions for DHI's provision of services to Licensee.
- 2.2 When accepting the Agreement, Licensee accepts to be bound by the terms and conditions expressed herein. Licensee confirms that they are authorized to sign for and enter into binding agreements with DHI.
- 2.3 All orders made and order forms issued by Licensee are governed by the terms of the Agreement.
- 2.4 The Agreement is a licence agreement and not an agreement for sale. The Agreement gives Licensee certain limited rights to use certain software and digital documentation. All rights not specifically granted in the Agreement are reserved by DHI and no license is granted by DHI by implication.

3 CHANGES TO THE AGREEMENT

- 3.1 DHI may revise and update these Terms and Conditions and the Policies from time to time at DHI's sole discretion. DHI will strive to provide advance notice on the Platform of any material changes. It is the Licensee's responsibility to monitor for such changes and the Licensee's continued use of the Platform constitutes full acceptance of the updated Terms and Conditions and/or Policies.

4 PRICING AND PRICE CHANGES

- 4.1 DHI charges fees for access to and use of the Platform, including for use of certain Services. DHI reserves the right to change these fees at any time at DHI's discretion.
- 4.2 Certain services may accrue Consumption charges (e.g. CPU cycles or data storage) that are additional to fees for access to the Platform and the use of certain Services. (See Price Policy)
- 4.3 DHI may offer for sale licenses to certain data in the Platform. (see Price Policy).
- 4.4 If Licensee purchases a license to data in the Platform, Licensee is granted a limited, non-exclusive, non-sublicense-able, non-transferable, royalty-bearing, license to use such data for calculations in the Platform. Licensee's license to such data explicitly does not include a right to resell the data.

4.5 By accepting these Terms and Conditions, you agree that DHI may charge your credit card and/or other provided payment account for the applicable fees. (see Pricing Policy)

5 SUPPORT

5.1 DHI will provide support to Licensee while the Licensee's subscription is valid as set out in the Support Policy.

6 TERMINATION

6.1 Access to the Platform and the use of certain Services requires an active subscription. The Licensee is granted this access only until the end of Licensee's current subscription period unless the subscription is renewed. Each subscription period is automatically renewed for a new corresponding subscription period, unless Licensee terminates the Agreement in accordance with this clause 6 or the Agreement is otherwise terminated.

6.2 In the event of Licensee's material breach of the Agreement, DHI shall be entitled to immediately terminate the Agreement. For the avoidance of doubt, Licensee's failure to pay any due sum within fourteen (14) days after written notice being given by DHI to Licensee to the effect that such payment has not been received by DHI, and/or Licensee's breach of Section 8 (Grant of licence and IP) and/or Section 16 (Confidentiality) shall constitute a material breach of the Agreement by Licensee.

6.3 The Licensee can terminate their subscription to the Platform at any time by providing DHI with a Notice of Termination (Notice). Once the Notice has been received, the Licensee will continue to have access until the end of their current subscription period. The Notice must be received by DHI at least fourteen (14) days before the next subscription period (Notice Period). If the Notice is received by DHI less than fourteen (14) days before the next subscription period, Licensee's subscription is automatically renewed for one more subscription period, at the end of which it is terminated.

6.4 The Licensee is not entitled to any refunds or credits for partial billing periods.

6.5 It is the responsibility of the Licensee to download any data the Licensee would like to keep prior to termination. Upon the effective date of termination, DHI will delete the Licensee's account and all associated data.

6.6 DHI may terminate this Agreement without notice if the Licensee is or becomes subject to sanctions or penalties imposed by the United Nations, the European Union, or other international organization or any government or similar public authority, or if access and use of the Platform violates applicable laws.

6.7 In the event DHI decides to terminate the Platform or discontinue certain Services on the Platform, DHI will notify the Licensee by email at least 90 days prior to the date that DHI will stop providing the Services.

6.8 Provisions in the Agreement relating to obligations which have accrued or explicitly or by implication have application beyond the term of the Agreement, including but not limited to Section 8 (Grant of licence and IP) and Section 16 (Confidentiality) and any provision required to interpret and enforce the Parties' rights and obligations under the Agreement shall survive any termination or expiration of the Agreement to the extent required for the full observation and performance of the Agreement.

7 USER ACCOUNTS

7.1 Licensee has the right to create the number of user accounts that they have purchased a subscription for. It is the Licensee's responsibility to manage these user accounts. Each user account created by Licensee may be assigned to one named, physical person only. Only the named, physical person to whom a user account is assigned may use that user account to access and use the Platform. The Licensee can add, delete or transfer user accounts as they wish within their available number of users. The addition of users beyond the available number of users is covered by the Price Policy.

7.2 User accounts may, subject to the terms of the Agreement, including without limitation the limitations set out in Sections 7.1 and 8, be assigned by Licensee to:

- a. Licensee's employees for Licensee's internal use;
or

- b. Third parties assisting Licensee solely for the purpose of assisting Licensee with its internal use of the Platform, or for the purposes of a specific project performed for the Licensee.

7.3 Licensee is responsible for the conduct of any person to whom Licensee grants access to use the Platform and will be liable if users to whom a user account has been assigned in accordance with Section 7.2 do not use the Platform in accordance with the terms of the Agreement.

8 GRANT OF LICENCE AND IP

8.1 Subject to Licensee's compliance with the Agreement, Licensee is granted a limited, non-exclusive, non-sublicense-able, non-transferable, royalty-bearing, license to let its users access and use, at any time, the current and available version of the Platform and the associated Services that have been subscribed to.

8.2 All rights, title and interest, including without limitation all patent rights, proprietary rights, trade secrets, trademarks, copyrights (whether national and international) in and to the Platform and the related documentation, are owned by DHI and/or its licensors, and, as applicable, their structure, organisation and code are the valuable trade secrets and proprietary information of DHI and/or its licensors.

8.3 No title to the intellectual property in the Platform is transferred to Licensee. Title and full ownership rights to the Platform and related documentation will remain the exclusive property of DHI or its licensors, and Licensee will not acquire any rights to the Platform or the documentation except as expressly set out in the Agreement.

8.4 Licensee will not dispute or contest, directly or indirectly, DHI's right, title and interest in and to the Platform and related documentation.

8.5 Except as expressly permitted by mandatory applicable law, and in such case only after providing written notice to DHI, as expressly authorised by the Agreement or by DHI in writing, Licensee may not in any form or by any means (i) copy, make error corrections to, or otherwise modify, decompile, decrypt, reverse engineer, disassemble, adapt or otherwise reduce all or any portion of the Platform to human-

readable form or use the Platform in any way to develop, test, enhance, or calibrate, on behalf of itself or for any other party, any models, system, or services that are similar to any component(s) of the Platform; (ii) transfer, assign, store, reproduce, sublicense, publish, rent, lease, lend, time-share, distribute, sell, print, display, perform, or create derivative works from any part of the Platform or documentation; or (iii) commercialise and/or provide any software, information or products obtained from any part of the Platform or documentation.

8.6 Notwithstanding section 8.5.iii above Licensee shall be permitted to use the Platform to process and make calculations on data provided by Licensee itself and to commercialize output based solely on processing of and calculations on such data.

8.7 Licensee may not in any way without the explicit written authorization from DHI act as a service bureau or commercial application service provider (ASP) that allows third-parties access to the Platform, any services based on the Platform or the documentation. Licensee will not use the Platform, other services provided by DHI, or documentation for a site or service allowing access for anyone other than the Licensee and/or its end users for which a valid license has been obtained.

8.8 Notwithstanding Section 8.6 and 8.7, the Licensee may subscribe to API services and use these to build applications and make these applications available to third parties so long as the Licensee maintains a valid subscription to the Platform and the associated API services. (See Pricing Policy).

8.9 If Licensee provides DHI with any feedback on DHI's products and services, Licensee grants DHI the right to use and let others use it to develop their services and products and to create and own derivative works based on such feedback.

9 DATA AND DATA PROCESSING

9.1 With regards to personal data, DHI will act as a processor in accordance with Licensee's instructions and in accordance with the Data Processer Agreement (Schedule B).

9.2 In case of conflict between the provisions of the Data Processer Agreement and the rest of the Agreement,

provisions of the rest of the Agreement shall prevail.

9.3 Any data including personal data entered into the Platform by the Licensee is the Licensee's property. The Licensee grants DHI and its sub suppliers the right to collect data related to the usage of the Platform and related Services for optimization purposes and for the purpose of preparing usage statistics and metrics subject to applicable law.

9.4 DHI will not access user data stored in the platform directly, unless specifically authorized by the Licensee, for example to facilitate technical support.

10 CHANGES TO THE PLATFORM AND MAINTENANCE

10.1 DHI may make changes to the Platform without notice. Changes may include, without limitation, bug corrections, improvement, introduction of or disablement of specific features. DHI will strive to not introduce changes which entail a net deterioration of Licensee's user experience (e.g. by offering an alternative if a widely used function is disabled).

10.2 DHI discretionarily decides the frequency and scope of changes to the Platform (if any).

10.3 In connection with changes and/or maintenance, DHI may have to, and is entitled to, disable access to the Platform. DHI will strive to provide advance notice of any major changes and/or of any disablement of access.

11 SUB-SUPPLIERS AND THIRD-PARTY LICENCE CONDITIONS

11.1 DHI may from time to time make use of such sub-suppliers which DHI deems adequate for providing DHI's services.

11.2 The Platform may include components developed by a third party or by third parties and included in the Platform in accordance with a special agreement between DHI and the relevant third party or third parties. Specific license conditions may apply for each third-party component. See Third-party License Policy.

11.2.1 Third-party providers may have the right to require that DHI restrict, suspend or terminate Licensee's

access to that third-party provider's information, materials, or services. If DHI takes any such action, it will (a) use reasonable efforts to provide Licensee with prior notice and (b) not be liable for any resulting damages Licensee may suffer.

12 MICROSOFT CLOUD SERVICES

12.1 DHI relies on the Azure™ Cloud Platform provided by Microsoft™. Access to, and the use of, the Azure Platform is governed by Microsoft's Terms and Conditions. By accepting the Agreement, the Licensee agrees to be bound by Microsoft's Terms and Conditions.

12.2 The Licensee acknowledges that DHI provides no warranty for, or additional obligations with respect to, the Azure Platform beyond those provided to DHI by Microsoft.

12.3 Microsoft's Terms and Conditions are available at: <http://www.microsoftvolumelicensing.com/> (Microsoft Azure service)

13 DISCLAIMER

13.1 THE PLATFORM IS PROVIDED "AS IS". DHI MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY AS TO THE PLATFORM, THE DOCUMENTATION OR ANY OTHER SERVICES PROVIDED BY DHI (INCLUDING ANY SUPPORT SERVICES) IN RELATION TO MERCHANTABILITY, FITNESS FOR ANY INTENDED USE OR PARTICULAR PURPOSE. FOR THE AVOIDANCE OF DOUBT, DHI DOES NOT REPRESENT, THAT (A) OPERATION OF THE PLATFORM SHALL BE UNINTERRUPTED OR ERROR FREE, (B) THAT THE FUNCTIONALITIES OF THE PLATFORM SHALL OPERATE IN SPECIFIC COMBINATIONS OR MEET LICENSEE'S REQUIREMENTS.

13.2 TO THE EXTENT PERMITTED BY LAW, ANY CONDITION, WARRANTY OR REPRESENTATION WHICH WOULD OTHERWISE BE IMPLIED INTO THE AGREEMENT INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A

PARTICULAR PURPOSE OR USE IS HEREBY EXCLUDED.

- 13.3 LICENSEE ACCEPTS THAT ANY INFORMATION PROVIDED BY DHI IS GENERAL INFORMATION ONLY AND IS NOT TO BE DEEMED AS ADVICE. DHI DOES NOT WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF ANY INFORMATION PROVIDED BY DHI. ACCORDINGLY, DHI DOES NOT ACCEPT RESPONSIBILITY OR LIABILITY FOR ANY LOSS SUFFERED AS A RESULT OF LICENSEE'S USE OF OR RELIANCE ON THE INFORMATION PROVIDED BY DHI, WHETHER PROVIDED BY, CONTAINED IN, OR ACCESSED THROUGH THE PLATFORM, AS IT REMAINS LICENSEE'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ANY SUCH INFORMATION.
- 13.4 NO PERSON, DEALER, OR COMPANY MAY EXPAND OR ALTER THIS DISCLAIMER.
- 13.5 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE. IN SUCH CASE TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED TO NINETY (90) DAYS OR THE SHORTEST PERIOD ALLOWED (WHICHEVER IS SHORTER).
- 13.6 THE PLATFORM SHALL TO THE BEST OF DHI'S KNOWLEDGE NOT CONTAIN ANY CODES, COMMANDS OR INSTRUCTIONS, INCLUDING VIRUSES, TIME BOMBS, WORMS, AND TROJAN HORSES, THAT MAY DAMAGE THE PLATFORM, OTHER INSTALLED PLATFORM PRODUCTS, LICENSEE'S PERSONAL INFORMATION, DATA OR OTHER PROPERTY.
- 13.7 IN THE EVENT OF ANY BREACH BY DHI, THE ENTIRE LIABILITY OF DHI AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY SHALL BE TERMINATION OF THE AGREEMENT AND THE LICENCE IN WHICH CASE LICENSEE SHALL BE ENTITLED TO A RETURN OF ANY FEES PAID BY THE LICENSEE FOR THE PLATFORM OR SERVICE THAT DOES NOT MEET THE REQUIREMENTS OF THE AGREEMENT DURING THE PRECEDING 12 MONTHS' PERIOD. THIS SECTION IS VOID IF

FAILURE OF THE PLATFORM OR SERVICE HAS RESULTED FROM ABUSE, MISUSE OR MISAPPLICATION OF THE PLATFORM OR FROM AN ACCIDENT THAT IS BEYOND THE CONTROL OF DHI, AS DHI MAY DETERMINE IN ITS SOLE DISCRETION.

14 LIMITATION ON LIABILITY

- 14.1 IN NO EVENT SHALL DHI OR ITS REPRESENTATIVES (INCLUDING DHI'S OFFICERS, AFFILIATES, DIRECTORS, EMPLOYEES AGENTS AND SUPPLIERS) BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF BUSINESS PROFITS OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS ARISING IN CONNECTION WITH THE AGREEMENT, E.G. OUT OF LICENSEE'S USE OF OR THE INABILITY TO USE THE PLATFORM, OR ANY PROPORTIONATE REDUCTIONS OR ANY OTHER COMPENSATORY PRINCIPLES UNDER APPLICABLE LAW EVEN IF DHI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.2 THIS LIMITATION SHALL APPLY TO CLAIMS OF PERSONAL INJURY TO THE EXTENT PERMITTED BY LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL DAMAGES AND, ACCORDINGLY, SOME PORTIONS OF THESE LIMITATIONS MAY NOT APPLY.
- 14.3 NOTWITHSTANDING THE ABOVE, DHI'S TOTAL LIABILITY (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL IN AGGREGATE DURING THE TERM NOT EXCEED THE LESSER OF EUR 10.000 OR THE FEES PAID BY LICENSEE UNDER THE AGREEMENT DURING THE 12 MONTHS' PERIOD PREVIOUS TO THE EVENT GIVING RISE TO A CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

14.4 LICENSEE ACKNOWLEDGE THAT THE LIABILITY LIMITATIONS AND EXCLUSIONS SET OUT IN THE AGREEMENT REFLECT THE ALLOCATION OF RISK NEGOTIATED AND AGREED BY THE PARTIES AND THAT DHI WOULD NOT ENTER INTO THE AGREEMENT WITHOUT THESE LIMITATIONS AND EXCLUSIONS ON ITS LIABILITY. THESE LIMITATIONS AND EXCLUSIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

15 INDEMNITY

15.1 Licensee will indemnify, defend and hold harmless DHI and its licensors against any loss, including without limitation payment of any fees for use outside the scope or term of the license granted hereunder, as well as any claims, damages, obligations, liabilities, expenses and costs (including attorneys' fees and costs) arising out of or related to Licensee's use (including use of the output of the use) of the Platform and related documentation in violation of the license granted and/or the terms set out in the Agreement.

16 CONFIDENTIALITY

16.1 Subject only to the exceptions in this Section 16, all information relating to mediation, arbitration or court proceedings between the parties related to the Agreement, all information disclosed by DHI and/or its representatives to Licensee and/or its representatives, including economic, technical, scientific, operational, administrative, financial and commercial information as well as any other information, data related to DHI and/or its affiliates and its and their activities and data which Licensee knows or ought to know is confidential irrespective of whether such information is disclosed orally, visually, in writing or by electronic transfer, and irrespective of the media used, is confidential.

16.2 Licensee will use confidential information only to the extent required to accomplish its obligations under the Agreement or as otherwise contemplated herein. Licensee will treat and store confidential information with the utmost care. Confidential information must not be disclosed or made available to any third party, except to the representatives of Licensee who, in each individual case need knowledge of the

confidential information to accomplish Licensee's obligations under the Agreement, or as otherwise contemplated herein.

16.3 If and to the extent the disclosure of Confidential Information is required (i) by a competent court or public authority; or (ii) under mandatory statutory provisions applicable to Licensee, this section 16 will not apply to such disclosure, provided that Licensee must give notice to the Licensor before such disclosure to the extent that such notice is lawful and possible. The parties must agree on the date of disclosure and the extent of the confidential information to be disclosed to the extent that such agreement is lawful and possible.

17 MISCELLANEOUS

17.1 Taxes

17.1.1 All sums payable under the Agreement are exclusive of VAT and any and all indirect or direct taxes and other duties, including but not limited to any relevant or required state or local sales taxes and any all withholding taxes on international purchases. If Licensee is obliged to withhold or deduct any portion of any fees, then DHI will be entitled to receive from Licensee such amounts as will ensure that the net receipt, after tax and duties, to DHI in respect of the fees is the same as it would have been were the payment not subject to the tax or duties.

17.2 Complete agreement

17.2.1 The Agreement embraces the full and complete understanding of the parties as to the subject matter hereof.

17.3 Export Compliance:

17.3.1 Licensee acknowledges that the Platform is subject to all applicable export control laws and regulations, including, without limitation, those of the United States of America and the European Union and its member states. Licensee shall strictly comply with all applicable export control laws and all licenses and authorizations issued under such laws and regulations.

17.4 Licensee agrees that it shall not, and shall cause its representatives and employees, agents, contractors and

customers to agree not to, export, re-export, release, transfer, or disclose the Platform to any prohibited or restricted destination, except in accordance with all relevant export control laws and regulations.

17.5 Assignment

17.5.1 Neither Party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other Party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this section shall be null and void. However, DHI may, without Licensee's consent, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an affiliate; (b) in connection with DHI's or an affiliate's sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition or divestiture of DHI or any similar business transaction.

17.6 Whole or partial

17.6.1 If one or more of the provisions of the Agreement are finally adjudicated to be partially or entirely unenforceable by a court of competent jurisdiction, then the Agreement shall be construed as if such unlawful provision had not been contained herein, but the remainder of the Agreement shall remain in full force and effect. If one or more of the provisions of the Agreement are unenforceable there shall be added automatically as a part of the Agreement a provision as similar in terms as necessary to render such provision legal, valid and enforceable.

17.7 No Partnership

17.7.1 Nothing in the Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, employment relationship or agency between the Parties.

17.8 Waiver

17.8.1 A waiver of any breach or default under the Agreement shall not be a waiver of any other or subsequent breach or default. Failure or delay by any party to enforce compliance with any term or condition of the Agreement shall not constitute a waiver of such term or condition.

17.9 Force Majeure

17.9.1 Neither party will be responsible for any failure to comply with the terms of the Agreement or any loss or damage to the other where such failure, loss or damage is unforeseen and due to causes beyond its reasonable control. These causes include but are not limited to defects or breakdowns of telecommunications networks or lines, server or computer breakdowns (e.g. due to virus or hacker attacks), disruptions of electricity supply, public authority prohibition or enforcement notices, strikes and lockouts, industrial disputes, acts of terrorism, wars, civil wars, riots, insurrections, natural disasters, nuclear accidents, epidemics, pandemic diseases, fires, floods, storms, sabotage, explosions, accidents, criminal damage, acts of God and similar events

17.10 Governing law and venue

17.10.1 The Agreement is governed by and will be interpreted in accordance with Danish law, excluding its conflicts of law rules.

17.10.2 Any dispute arising out of the Agreement, including any dispute concerning the existence or validity hereof, will be decided by mediation by the Danish Institute of Arbitration (Danish Arbitration) unless a party objects thereto. The Danish Institute of Arbitration will apply its own rules of procedure being in force when the application for mediation is submitted.

17.10.3 If a party objects to mediation, or if mediation does not result in a settlement, the dispute will be decided with final effect (i) by simplified arbitration by the Danish Institute of Arbitration (for claims of less than EUR 100,000) or (ii) by arbitration by the Danish Institute of Arbitration (for claims of EUR 100,000 or more). The Danish Institute of Arbitration will apply its own rules of procedure being in force when proceedings are commenced. The arbitration tribunal will sit in Copenhagen, and the language of proceedings will be English unless otherwise agreed between the parties.

17.10.4 The parties are not entitled to disclose confidential information relating to the mediation or the arbitration proceedings to any third party, including information on any decision or arbitration award, unless the other party has consented in writing to each individual disclosure. However, either party is entitled to disclose information relating to the mediation or the arbitration proceedings to a third party if such disclosure is

made to protect its interests in relation to the other party or to comply with current legislation or public authority decisions, or if such disclosure is required under any listing agreements.

17.10.5 The arbitration clause above shall not restrict or prevent DHI from seeking any interlocutory remedies, including without limitation injunctive relief, available under the Danish Administration of Justice Act or similar remedies available under foreign legislation.

SCHEDULE A – POLICIES

MIKE CLOUD PRICE POLICY

<https://www.mike-cloud.com/price-policy>

MIKE CLOUD SUPPORT POLICY

<https://www.mike-cloud.com/support-policy>

MIKE CLOUD PRIVACY POLICY

<https://www.dhigroup.com/privacy>

MIKE CLOUD THIRD-PARTY LICENSE POLICY

DHI may change the content of this Policy from time to time by providing an updated version on DHI's website.

Google Maps - The Platform may use functionality provided by Google LLC in Google Maps (<https://www.google.com/maps/>). Use of parts of the Platform incorporating functionality from Google Maps may be subject to terms of use for Google Maps.

Open Street Map - The Platform may use functionality provided by OpenStreetMap (<https://www.openstreetmap.org/>). Use of parts of the Platform incorporating functionality from OpenStreetMap may be subject to terms of use for OpenStreetMap. See also <https://www.openstreetmap.org/copyright>.

SCHEDULE B – DATA PROCESSING AGREEMENT

Agreement regarding the Data Processor's (DHI) processing of personal data on behalf of the Data Controller (Licensee).

1. The processed personal data

- 1.1 This Agreement has been entered into in connection with the Parties' conclusion of agreement on usage of DHI's MIKE Cloud services as defined by the MIKE Cloud Terms and Conditions (Main Agreement)
- 1.2 The Data Processor processes the types of personal data on behalf of the Data Controller in relation to the relevant data subjects as specified in Schedule 1. The personal data relates to the data subjects listed in Schedule 1.
- 1.3 The Data Processor may initiate processing of personal data on behalf of the Data Controller after the Agreement enters into force. The processing has the duration as specified in the instructions in Schedule 1 of the Agreement.
- 1.4 The Agreement and the Main Agreement are interdependent and cannot be terminated separately. However, the Agreement may be replaced with another valid Data Processor Agreement without terminating the Main Agreement.
- 1.5 The Agreement is accepted upon acceptance of the MIKE Cloud Terms and Conditions (Main Agreement)

2. Purpose

- 2.1 The Data Processor must only process personal data for purposes which are necessary in order to operate DHI's MIKE Cloud services for the Data Controller in accordance with the Main Agreement and in doing so providing the services set out in the Main Agreement.

3. Obligations of the Data Controller

- 3.1 The Data Controller warrants that the personal data is processed for legitimate and objective purposes and that the Data Processor is not processing more personal data than required for fulfilling such purposes.
- 3.2 The Data Controller is responsible for ensuring that a valid legal basis for processing exists at the time of transferring the personal data to the Data Processor. Upon the Data Processor's request, the Data Controller undertakes, in writing, to account for and/or provide documentation of the basis for processing.
- 3.3 In addition, the Data Controller warrants that the data subjects to which the personal data pertains have been provided with sufficient information on the processing of their personal data.
- 3.4 Any instructions regarding the processing of personal data carried out under this Agreement must primarily be submitted to the Data Processor. In case the Data Controller instructs a sub-data processor, appointed in accordance with clause 5.1 directly, the Data Controller must immediately inform the Data Processor hereof. The Data Processor shall not in any way be liable for any processing carried out by the sub-data processor in accordance with such instructions.

4. Obligations of the Data Processor

- 4.1 All processing by the Data Processor of the personal data provided by the Data Controller must be in accordance with instructions prepared by the Data Controller, and the Data Processor is, furthermore, obliged to comply with any and all data protection legislation in force from time to time.

If Union law or law of a Member State to which the Data Processor is subject to stipulates that the Data Processor is required to process the personal data listed in clause 1.2, the Data Processor must inform the Data Controller of that legal requirement before processing. However, this does not apply if this legislation prohibits such information on important grounds of public interests.

Processor must immediately inform the Data Controller if, in the Data Processor's opinion, an instruction infringes the EU General Data Protection Regulation or the data protection provisions of a Member State.

- 4.2 The Data Processor must take all necessary technical and organisational security measures, including any additional measures, required to ensure that the personal data specified in clause 1.2 is not accidentally or unlawfully destroyed, lost or impaired or brought to the knowledge of unauthorised third parties, abused or otherwise processed in a manner which is contrary to Danish data protection legislation in force at any time. These measures are described in more detail in Schedule 1.
- 4.3 The Data Processor must ensure that employees authorized to process the personal data have committed themselves to confidentiality or are under appropriate statutory obligation of confidentiality.
- 4.4 If so requested by the Data Controller, the Data Processor must state and/or document that the Data Processor complies with the requirements of the applicable data protection legislation, including documentation regarding the data flows of the Data Processor as well as procedures/policies for processing of personal data.
- 4.5 Taking into account the nature of the processing, the Data Processor must, as far as possible, assist the controller by appropriate technical and organisational measures, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the data subject's rights as laid down in chapter 3 in the General Data Protection Regulation.
- 4.6 The Data Processor, or another data processor (sub-data processor) must send requests and objections from data subjects to the Data Controller, for the Data Controller's further processing thereof, unless the Data Processor is entitled to handle such request itself. If requested by the Data Controller, the Data Processor must assist the Data Controller in answering any such requests and/or objections.
- 4.7 The Data Processor must notify the Data Controller where there is an interruption in operation, a suspicion that data protection rules have been breached or other irregularities in connection with the processing of the personal data occur. The Data Processor's deadline for notifying the Data Controller of a security breach is 24 hours from the moment the Data Processor becomes aware of a security breach. If requested by the Data Controller, the Data Processor must assist the Data Controller in relation to clarifying the scope of the security breach, including preparation of any notification to the Danish Data Protection Agency and/or data subjects.
- 4.8 The Data Processor must make available to the Data Controller all information necessary to demonstrate compliance with article 28 of the General Data Protection Regulation and the Agreement. In this connection the Data Processor allows for and contributes to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller.
- 4.9 In addition to the above, the Data Processor must assist the Data Controller in ensuring compliance with the Data Controller's obligations under article 32-36 of the General Data Protection Regulation. This assistance will take into account the nature of the processing and the information available to the Data Processor.
- 4.10 Data Controller is responsible for all costs and fees related to assisting the Data Processor as described in clauses 4.7, 4.8, and 4.9 including all reasonable costs and fees for any and all time Data Processors expends for any audit/inspection etc. in addition to the rates for services performed by the Data Controller.

5. Transfer of data to sub-data processors or third parties

- 5.1 The Data Processor must comply with the conditions laid down in article 28, paragraph 2 and 4 of the General Data Protection Regulation to engage another data processor (sub-data processor).

This implies that the Data Processor does not engage another data processor (sub-data processor) to performance of the Agreement without prior specific or general written approval from the Data Controller.

- 5.2 The Data Controller hereby grants the Data Processor a general power of attorney to enter into agreements with sub-data processors. The Data Processor must notify the Data Controller of any changes concerning the addition or

replacements of sub-data processors no later than fourteen (14) days prior to change. The Data Controller can make reasonable and relevant objections against such changes. If the Data Processor continues to wish to use a sub-data processor that the Data Controller has objected to, the Parties have the right to terminate the Agreement and, if applicable, the Main Agreement with a shorter notice, cf. 7.2. During this period the Data Controller must not require that the Data Processor do not use the sub-data processor in question.

- 5.3 When the Data Controller has approved that the Data Processor can use a sub-data processor the Data Processor must impose the same obligations on the sub-data processor as set out in the Agreement. This is executed through a contract or another legal act under EU law or the law of a Member State. It must be ensured, i.e., that sufficient guarantees are provided from the sub-data processor to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the General Data Protection Regulation ("back-to-back" terms).
- 5.4 If the sub-data processor fails to fulfil its data protection obligations, the Data Processor remains fully liable to the Data Controller for the performance of the sub-data processor's obligations.
- 5.5 Disclosure, transfer and internal use of the Data Controller's personal data to third countries or international organisations may only take place in accordance with documented instructions from the Data Controller – unless stipulated by EU law or the law of a Member State to which the Data Processor is subject. If so, the Data Processor must notify the Data Controller of this legal requirement before processing, unless the law prohibits such notification for important grounds of public interests.
- 5.6 If the personal data stipulated in clause 1.2 is transferred to foreign sub-data processors, it must, in the said data processor agreement, be stated that the data protection legislation applicable in the Data Controller's country applies to foreign sub-data processors. Furthermore, if the receiving sub-data processor is established within the EU, it must be stated in the said data processor agreement that the receiving EU country's specific statutory requirements regarding data processors, e.g. concerning demands for notification to national authorities must be complied with.
- 5.7 The Data Processor must, on behalf of the Data Controller, enter into written data processor agreements with sub-data processors within the EU/EEA. As for sub-data processors outside the EU/EEA, the Data Processor must enter into standard agreements in accordance with Commission Decision 2010/87/EU of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries ("Standard contracts").
- 5.8 The Data Controller hereby grants the Data Processor a general power of attorney to enter into standard contracts with sub-data processors outside the EU/EEA on behalf of the Data Controller, provided that the Data Controller has given prior written instructions in accordance with clause 5.1 – 5.2.
- 5.9 At the time of the signature of this Agreement, the Data Processor engages the sub-data processors listed in Schedule 2.

6. Liability

- 6.1 The Parties' liability is governed by the Main Agreement.
- 6.2 The Parties' liability in damages under this Agreement is governed by the Main Agreement.

7. Effective date and termination

- 7.1 This Agreement becomes effective at the same time as the Main Agreement.
- 7.2 In the event of termination of the Main Agreement, this Agreement will also terminate.

However, the Data Processor remains subject to the obligations stipulated in this Agreement, as long as the Data Processor processes personal data on behalf of the Data Controller.

situation as described under clause 5.2, the parties have the right to terminate the Main Agreement and the Agreement with a notice of 1 (one) month ending at the end of a month.

7.3 Upon termination of the processing services the Data Processor is obliged to, upon request of the Data Controller, delete or return all personal data to the Data Controller, as well as to delete existing copies, unless retention of the personal data is prescribed by EU or national law.

8. Governing law and jurisdiction

8.1 Any claim or dispute arising from or in connection with this Agreement must be settled by a competent court of first instance in the same jurisdiction as stated in the Main Agreement.

Schedule 1

Categories of data subjects, Types of personal data and Instructions

1. Categories of data subjects:

Category of data subjects 1: Employees of the Data Controller, consultants hired by the Data Controller.

2. Types of personal data:

Category of data subjects 1:

Regular personal data: e-mail, Name, Personal telephone no., user data such as e.g. data tracking, data downloads etc.

Sensitive personal data: N/A

Personal identification number N/A

Criminal records N/A

3. Instructions

Service

The Data Processor may process personal data concerning the data subjects with the purpose of providing its products and services, for the purpose of effectively responding to queries from the Data Controller and its subjects, for the purpose of complying with legal obligations, for the purpose of improving its services and to execute financial control in accordance with Main Agreement.

Security

The Data Processor is justified and obliged to make further decisions about the necessary technical and organisational security measures that must be implemented to ensure the appropriate (and necessary) security level in regards to the personal data.

The Data Processor's supplier of the MIKE Cloud is Microsoft Azure and reference is made to the Microsoft Azure Trust Center published at <http://azure.microsoft.com/en-us/support/trust-center/> (/en-us/support/trust-center/) where all information on security matters can be found.

Retention period / deletion procedure

The personal data is stored for six (6) months after the data subject is deleted as user by the Data Controller after which the data subject and their related personal data are deleted by the Data Processor.

Location of processing

Processing of the personal data covered by the Agreement must not be done without the Data Controller's prior written consent at locations other than the following:

- Microsoft Azure's "Western Europe Data centres"
- DHI's office locations in Hørsholm, Denmark or Prague, Czech Republic.

Inspection of Data Processor

The Data Processor offers a full transcript of audit logs related to the Data Controller's usage of the Data Processor's products and services.

The Data Controller or a Data Controller representative can also conduct inspections, including physical inspections, at the Data Processor, regarding the Data Processor's compliance with this Agreement and Schedules when the Data Controller assesses a need for this.

Any costs related to such inspection is at the expense of the Data Controller. The Data Processor is obliged to allocate reasonable resources (essentially the time) necessary for the Data Controller to conduct the inspection provided that the Data Controller will cover the costs that the Data Processor expends on such inspections.

Inspection of sub-data processors

At all times, DHI offers all relevant audit reports published by Microsoft (as sub-data processor).

Schedule 2
Sub-data processors

At the time this Agreement enters into force the Data Controller has approved the use of the following sub-data processors:

Name	Company ID	Address	Description of processing
Microsoft Azure	Microsoft	One Microsoft way, Redmond, Washington, USA	Operation of DHI's MIKE Cloud products & services in their "Western Europe" Data center