

SUBSCRIPTION AGREEMENT

BETWEEN Capturi A/S
Ankersgade 12E, 1. tv
8000 Aarhus C
CVR-nr. 41 18 35 27

(hereinafter referred to as Capturi)

AND [Customer name]
[Address]
Company registration number/VAT no.[x]

Contact: [name of primary contact person]

Invoice e-mail: [e-mail]

(hereinafter referred to as the Customer, and together with Capturi
the Parties)

1 BACKGROUND

- 1.1 By entering into this agreement, the Customer has subscribed to Capturi's platform (hereinafter referred to as the "Agreement"), which is a software solution for analyzing customer communication for the purpose of obtaining insights about possible improvements to the customer journey and customer services, as well as input for employee training, etc. (hereinafter referred to as the "Solution"), on the following terms.

2 THE SOLUTION

- 2.1 Upon entering into this Agreement, the Customer obtains a non-exclusive and time limited right to use the Solution for an agreed number of users within the Customer's organization. The Customer is not entitled to resell, transfer or lease this right of use to anyone.
- 2.2 The solution is available through the web via Capturi's webpage, and on app as a feature minimized version.
- 2.3 The Customer is responsible for ensuring that the Customer's IT environment is sufficient in relation to the Solution. Capturi is not responsible for the Customer's IT platforms, including contact center solutions, communication platforms, and the like. For optimal use of the Solution, the latest version of the following browsers is recommended; Google Chrome, Mozilla Firefox, Microsoft Edge, Apple Safari and Opera. The app is best on the most recent iOS version, as well as the second previous versions of iOS.
- 2.4 The Customer is responsible for their own data and external physical conditions that are suitable for influencing the quality and use of the Solution, as well as the results thereof, including the quality of e.g. the recording of customer conversations.
- 2.5 The Solution uses speech recognition technology, and as a technology it will never be able to perform 100%, as there will always be words that are not recognized because they are not in the technology's vocabulary, or are not recognized 100% of the times they are used in conversations, because there is, for example, mumbling, strong dialect or extraordinary background noise.

In the same way, the artificial intelligence used in the Solution is not 100% either, as e.g. hallucinations may occur. In certain instances, the Solution anonymises the Customer's data. This includes the irrevocable deletion of common names, addresses and all numbers, which will basically mean that the remaining data cannot be traced back to a specific individual. However, this cannot be guaranteed 100% due to the double meaning of words and any special cases of combination of very specific information.

The Customer accepts these uncertainties with the Solution.

- 2.6 Capturi reserve the right to use third-party solutions as part of the Solution which will be independently regulated in a sub-processor agreement, if personal data is processed. The Customer does not obtain any rights beyond the applicable terms for these third-party deliveries.
- 2.7 By entering into this Agreement, the Customer accepts that Capturi sends e-mail messages and notifications to users for the purpose of sharing data with such users of the Solution as selected by the Customer. Such messages are only sent on the basis of the Customer's use of the platform, e.g. when creating a user or when a manager shares comments on a given customer communication with an employee, who then receives an email with a link to the platform and the comment.
- 2.8 The Customer further accepts that the data recorded, entered, integrated, uploaded or otherwise added to the Solution by the Customer is processed by Capturi or its subcontractors as

separately agreed, as part of Capturi's delivery of the Solution to the Customer. This involves accessing the data that is added to the Solution, including listening to recordings or reading written communication.

3 RIGHTS

- 3.1 The Solution is copyrighted. Capturi has all intellectual property rights for software and solutions developed by Capturi, business concepts and the like, as well as written material, including documentation, user manuals and educational material prepared by Capturi, without limitation. This applies to both current and future releases and versions.
- 3.2 Capturi does not obtain the right of ownership to data added to the Solution by the Customer. Capturi cannot sell Customer's data. Further, Capturi also waives any right to withhold Customer's data.
- 3.3 Capturi is entitled to analyze and use the Customer's data, usage statistics and usage patterns for continuous development and improvement of the Solution for the Customer. This involves accessing the data that is added to the Solution, including possibly listening to recordings.
- 3.4 Customer's data will be deleted 30 days after the end of the license period as specified in this Agreement and/or after the expiration of the Agreement, in accordance with known standards for deletion of data, or as otherwise agreed between the Parties in connection with the Customer's termination. Ongoing deletion of the recordings added by the Customer to the Solution takes place in accordance with Capturi's default deletion policy or in accordance with a deletion policy decided by the Customer for the data in the Solution.
- 3.5 The Customer is responsible for the legality of the data that the Customer adds to the Solution as well as responsible for ensuring a legal basis for their and Capturi's processing of such data. Further, the Customer is responsible for ensuring that the Customer's use of the Solution is in accordance with the Customer's own systems, including (i) the Customer's internal guidelines, (ii) applicable legislation at any time, including personal data regulation, and (iii) customary and sound security procedures for systems and data protection.
- 3.6 If a case is brought against the Customer for infringement of third-party rights as a result of the Customer's use of the Solution, the Customer is obliged to notify Capturi in writing and let Capturi take over the case, if Capturi so wishes.
- 3.7 The Customer is not entitled to breach or change security, access and login mechanisms or otherwise change the Solution. The Customer is furthermore not entitled to translate the Solution object code into source code (reverse engineering).

4 PRICE AND INVOICING

- 4.1 The monthly subscription price is DKK [*](excluding VAT) based on collecting and analyzing recordings from up to [number] users. The price includes support and sparring in the use of the solution for key users. A key user is a user with administrator privileges.
- 4.2 The subscription starts [[date] and is binding for 12 months. Thereafter the subscription runs until it is terminated, cf. section 14 of these terms.
- 4.3 The subscription is invoiced 6 months in advance, first time aligned to the current calendar quarter.
- 4.4 An invoice is issued with a net 30-day payment deadline.

4.5 Further invoice content is agreed between the Parties.

5 NUMBER OF USERS

5.1 The subscription is based on the number of users agreed between the Parties at the start of the subscription, cf. section 4.1 of these terms.

5.2 However, there are no restrictions on the number of users the Customer can collect, import and analyze recordings from using the Solution, and Capturi will continuously monitor that the number of users with recordings in the Solution corresponds with the number of users invoiced, cf. these terms 4.1.

5.3 If it is established that the number of users exceeds the invoiced number of users, Capturi reserves the right to invoice the Customer for the additional number of users at a price per user equal to the price per user the Customer has paid under the Agreement, cf. these terms 4.1. However, such invoicing by Capturi can only be for future invoice periods, and any invoicing is subject to the Customer agreeing to the increase in users.

5.4 "User" means a person's recording or other communication, which has been imported into the Solution for analysis. It is without relevance whether such user has been logged into the Solution.

6 USE

6.1 Capturi collects, uses and processes the following information for the purpose of providing, improving, developing, and protecting the Capturi services:

6.1.1 *User information:* Capturi collects information, such as name, email address, voice, telephone number, photos and account activity with the Customer's account and its users.

6.1.2 *Services:* Capturi stores, processes, manages, records, analyses, anonymise, and transfers the Customer's data, e.g., audio recordings or e-mails, files, written comments and communication via the Solution - as well as related information. The related information can e.g., be the profile information of the Customer's users, or available metadata about the data provided by the Customer.

6.1.3 *Use:* Capturi collects information about how the Customer uses the Solution, including the actions the Customer takes on the Customer's account (such as tracker building, editing, sharing, deleting or commenting). This information may be used to send emails, notifications or other messages to the Customer based on its use and approved settings. Capturi may use this data in accordance with sections 2.7, 2.8 and 3.3 of this Agreement.

6.1.4 *Cookies and other technologies:* Capturi also collect information from and about the devices the Customer uses to access and use the Solution within the limits of current cookie regulation. This includes things like the IP address, browser type and device the Customer uses, as well as the choices and actions the Customer makes when using the Solution services. Customer devices

(depending on their settings) may also send other location information to Capturi. Capturi may use this data in accordance with sections 2.7, 2.8 and 3.3 of this Agreement.

7 SERVICE AND MAINTENANCE

- 7.1 Capturi reserve the right to update and change applications and websites as required for maintenance purposes. These updates are to the best of Capturi's ability performed so that they are not an inconvenience to the Customers. In some cases, however, it may be necessary to block access to applications and our website, including the Solution, while updates are in progress. Capturi strive for the highest possible operational stability for its application and the website, including the Solution, but such is not guaranteed beyond the following.
- 7.2 The Solution is available around the clock, all days of the year. Capturi guarantee that the Solution has an uptime of 99.5% measured daily between 8-24 over a given calendar month.
- 7.3 If the uptime guarantee is not fulfilled for three consecutive months, the Customer is entitled to cancel the Agreement and receive repayment of any prepaid subscription fee. For the sake of good order, it is clarified that downtime only constitutes cases where the Solution is inaccessible to all users of the Solution, regardless of licenses, as caused by circumstances not due to force majeure.
- 7.4 Delivered Solution descriptions, sales material, discussed efficiency opportunities and similar, as discussed prior to entering into the Agreement is the expression of what the Solution looked like at the time of the conclusion of the Agreement. As changes, upgrades and more to the Solution is an ongoing process included in the subscription, the before-mentioned descriptions of the Solution will therefore become outdated over time.

8 LIMITATION OF LIABILITY

- 8.1 Capturi is only obligated to compensate losses under the Subscription that are a result of a significant and documentable Solution defect, that cannot be rectified within a reasonable time by Capturi.
- 8.2 Capturi's liability to pay compensation shall only include the Customer's direct loss, whereas indirect losses and consequential loss, including operating loss, increased operating costs, lost savings, or loss of profit, shall not lead to payment of compensation.
- 8.3 Further, Capturi's liability shall, to the extent permitted by law, be limited to an amount equal to all amounts paid by the Customer to Capturi under this Agreement in the previous 12 months.

9 ASSIGNMENT

The Parties shall be entitled to transfer the rights and obligations according to the Agreement to affiliated companies or other third parties, including in connection with a possible merger, business transfer, re-organisation, restructuring, capital increase, or otherwise.

10 CONFIDENTIALTY

Capturi is obliged to keep confidentially all information received in connection with the performance of its services to the Customer under this Agreement, including ensuring the confidentiality of its employees and partners. Capturi undertakes not to pass on or use information that Capturi has received about the Customer by virtue of this Agreement, including trade secrets and

similar confidential knowledge, without a legal basis to do so, or if the services provided requires information to be shared with Capturi's sub-suppliers, cf. section 2.6, or as required by law or public authority.

11 FORCE MAJEURE

- 11.1 The obligations of the Parties according to the Agreement shall be postponed in connection with force majeure, i.e. circumstances beyond the control of a Party, including but not limited to war, riot, terrorism, unrest, strike, fire, natural disasters, foreign exchange restrictions, import or export restrictions, interruption of general communication, interruption or failure of energy supply, public data plants and communication systems, virus, cyber terrorism, hacker attacks and force majeure with sub-suppliers, which the Parties ought not have taken into consideration when entering into the Agreement.
- 11.2 Circumstances with the sub-suppliers of Capturi which mean that Capturi is unable to fulfil its obligations towards the Customer and which cannot be overcome without disproportionate costs to Capturi shall also be considered force majeure.

12 PERSONAL DATA

- 12.1 The Customer shall be data responsible for the personal data added to the Solution while Capturi is a data processor for the Customer and consequently subject to the Customer's instructions.
- 12.2 The requirements regarding Capturi's processing of personal information and the mutual relations of the Parties in this connection are regulated in a separate data processing agreement as attached to this Agreement as Appendix 1 which is to be finalized and entered into in connection with signing of this Agreement.

13 MISCELLANEOUS

- 13.1 By entering into this Agreement, the Customer allows Capturi to use and showcase the Customer's logo on Capturi's website. Subject to prior written approval from the Customer, Capturi shall be entitled to use the Customer for more specific marketing purposes.

14 EFFECTIVE DATE AND TERMINATION

- 14.1 The Agreement shall become effective on the date of signing of this Agreement, however, commence on the date agreed between the Parties, cf. section 4.2.
- 14.2 After the binding period, the Customer may terminate this Agreement with a 1 month notice until the end of an invoicing period. **If this Agreement is not terminated, the Agreement will automatically continue unchanged terms for a subsequent invoicing period. However, such prices can annually - at the discretion of Capturi - be adjusted in accordance with the annual percent changes to the net price index(okt-okt)(<https://www.dst.dk/da/Statistik/emner/oekonomi/prisindeks/nettoprisindeks>), however, with a minimum of 3% and a maximum of 10% increase.**
- 14.3 Capturi may terminate the Subscription with a notice of 3 months until the end of an invoicing period.

After the termination of the Subscription, the provisions that by their nature must be given validity remain, such as pkt. 8, 10 and 15, with passing.

15 GOVERNING LAW AND DISPUTE RESOLUTION

15.1 Governing law

15.1.1 The Agreement shall be governed by Danish law, and any disputes shall be settled in Denmark according to Danish rules by arbitration according to the “Rules of Arbitration Procedure” issued by the Danish Institute of Arbitration.

15.2 Negotiation

In the event of a dispute between the Parties in connection with the Agreement, the Parties shall with a positive, cooperative and responsible approach try to initiate negotiations with a view to settling the dispute. If necessary, the negotiations shall be elevated to a high level in the organisations of the Parties.

15.3 Mediation

If the Parties cannot reach a settlement through negotiation, attempts shall be made to settle the dispute through mediation by a mediator appointed by the Parties.

If the mediation does not result in settlement of the dispute, the dispute shall be settled finally by arbitration according to section 15.4.

15.4 Disputes

Disputes shall be settled by arbitration according to the “Rules of arbitration procedures at the Danish Institute of Arbitration”.

The court of arbitration shall be appointed by the Danish Institute of Arbitration according to the “Rules of arbitration procedures”. When the dispute is to be settled by three arbitrators, the complainant may in his complaint suggest an arbitrator. The defendant may in his reply suggest his arbitrator. The third arbitrator, who shall be the chairman of the court of arbitration, shall be suggested by the Danish Institute of Arbitration, unless the Parties suggest a chairman jointly before the deadline for the defendant’s reply.

The court of arbitration shall meet in the municipality in which Capturi is registered.

SIGNATURES

*, (date)
for Capturi A/S:

*, (date)
[for the Customer]

[name]

[name]

LIST OF APPENDICES

Appendix 1 - Data Processor Agreement