

DPA.AI

TERMS OF SERVICE

These terms of service (the “**Terms**”) govern the use of DPA.AI, 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 (“**Order**”) constitute an agreement (the “**Agreement**”) between Synch 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 plug-in application (the “**Plug-in**”),
- (b) a webpage (currently <https://dpa.ai>) (the “**Webpage**”), or
- (c) e-mail to a dedicated service email address (“**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. The DPA submitted for review should, for the review to be complete, 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 meeting all its undertakings under this Agreement Customer is granted a right to access and use the Service as set forth in the Order Form. In case Customer shall use the Service through the Plug-in then Customer is granted a limited, non-exclusive, non-transferable, revocable

license to download, install and use the Plug-In in object code form to use the Service. The Plug-in may be updated from time to time and may require Customer to have certain separate licenses for the Plug-in to work properly and/or upgrade such from time to time.

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,
- (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 Synch when any personal data is transferred to Synch prior to such transfer. Such information shall describe the typos of personal data, categories of data subjects, the Customer’s purposes for processing the personal data. Customer undertakes to take all applicable measures to ensure the



safe and lawful processing of personal data, including but not limited to, entering into a written data processing agreement with Synch,

- (g) use commercially reasonable efforts to prevent unauthorised access to or use of the Services and notify Synch promptly of any such unauthorised use,
- (h) not make any Services available to anyone other than users authorised by Synch in accordance with this Agreement, and not lease, sublicense rent distribute or use the Services to benefit of others,
- (i) without undue delay inform Synch 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 Synch, or take any action that imposes or may impose (in Synch's sole discretion) an unreasonable or disproportionate burden on Synch's and/or Synch's supplier's technical infrastructure; and
- (l) not alter, develop, adjust, decompile or reverse engineer the Service to access Synch'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 Synch. 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 Synch with the User Materials and grant Synch the rights set out herein.

Synch 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 Synch.

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 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, the Plug-in, 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. Synch 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, Plug-in, Webpage, and E-mail.

Customer acknowledge and agree 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 other circumstances beyond Synch's control. In addition, Synch reserves the right to modify or discontinue providing the Service at its sole discretion 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 Synch.

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 Synch 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 Synch 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 Synch responsible for any third-party claims made against Customer.

In any event shall Synch's total liability under this Agreement be limited to direct losses caused by Synch'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

Synch 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 Synch, in which case the Agreement shall terminate on the day of entry into force of such updated Terms.

Synch has the right to suspend Customer's or specific user's access to the Service with immediate effect if Synch has reason to believe that Customer or such user (for which the Customer is responsible) are violating these Terms or are abusing the Service. Furthermore, Synch reserves the right to modify, discontinue, temporarily or permanently cease providing the Service at any time without prior notice if it deem 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 Synch shall not be liable to Customer or any third party for such modification, suspension or discontinuance and that Synch will not be obligated to refund any fees.



TRANSFER

Customer may not assign or transfer any rights or obligations under the Agreement. Synch 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 designated as confidential in writing by either 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 sub-contractors 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.

