

# Seluxit Wappsto Applications Terms and Conditions

## Preamble

This Agreement comprises the terms and conditions that rule the use of and access to Seluxit Products (as defined below) which shall be entered into by and between Seluxit (“we”, “us”, “our”) and Seluxit customers (“Customer”, “you”, “your”), to which the Agreement shall be binding. Please read these Terms carefully before agreeing to them.

## Definition of terms

**Application** refers to Wappsto and the selected add-on modules/Wapps.

**Content** refers to all data including, but not limited to, any software, text, audio, video, or images.

**Contribution** refers to all suggested improvements, comments, and feedback which you provide to us related to the Products.

**Documentation** refers to guides, as they may be revised from time to time, provided in connection to the use of the Products, some of which can be found on our website [www.seluxit.com](http://www.seluxit.com) (and at any other related locations, which we might designate).

**End User** refers to the individual or entity using the applications or products created by you or on your behalf and which are based on or using Seluxit Products.

**Original Content** refers to the Content as presented or delivered by Seluxit irrespective of its time of creation or publication.

**Products/s** refers to Seluxit’s IoT solution portfolio of Wappsto products and modules. The three main components comprise:

- **Wappsto.** Seluxit offers an IoT end to end platform called Wappsto. Wappsto is a powerful, intelligent application which easily can be set up to automatically draw data from various sources. It has an integrated standard dashboard for monitoring and analyzing your data.
- **Wappsto Marketplace:** Wappsto also offers tools that allow developers to create IoT applications as web apps with integrations and automations. Integrated in Wappsto there is also a marketplace, where developers and users can share their Apps.
- **Wappsto Wapps:** With Wappsto there are several Wapps or Modules which provides different functionality. The Seluxit standard Add-on Wapps are covered by these Terms & Conditions.

**Product Content** refers to any Content which Seluxit provides or creates, related to the Products or on the affiliated websites, in order to allow access to and use of the Products, such as, but not limited to: Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology. Product Content does not include the Products or Third-party Content.

**Parties** Individually a Party, together Parties refers to the parties of this Agreement: Seluxit and the Customer who registers or is given access to use any of the Seluxit Products.

**Third-Party Content** means Content made available to you by any third party on the Seluxit and Wappsto websites or in relation to the Products and the use of the Products.

**Your Content** Refers to Content which is transferred by you, your affiliates, or any End User, to us for the purpose of processing, storage, or hosting, in connection with your account or accounts and/or the use of any of the Products, as well as any computational results that you or any End User derive from the foregoing through the use of any of the Products. Your Content excludes the information related to the creation and administration of your account such as your email address and your billing information for example.

## 1 Registration and Accept of Terms & Conditions

- 1.1 The main requirement in order to receive access to Seluxit's Products is to register successfully. During registration, the Customer checks the box "I have read and agreed to the Wappsto Terms & Conditions and DPA".
- 1.2 Available data: After you register, you may have a monthly limit of data on your account. When you have reached the limit of your data, you can continue to use our Products after you provide your payment details and pay the desired amounts according to our Pricing Scheme.

## 2 Duration and Invoicing

- 2.1 The subscription takes effect upon order and runs until terminated in accordance with these Terms. The first billing period runs from the order date to the end of a calendar month or year, whichever is chosen upon subscribing. Thereafter, it is invoiced in advance according to the chosen billing period, unless otherwise provided by the agreement or the terms of the specific product.
- 2.2 Taxes. Each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement.

## 3 Scope and use of the Subscription.

- 3.1 In accordance with these Terms, the Customer obtains a non-exclusive access to use Wappsto and selected add-on modules (hereinafter referred to as an "Application"), which are made available online as "Software as a Service". The Customer does not acquire the Application or a copy or part thereof and does not obtain a license to run the Application except as Software as a Service.
- 3.2 The Customer's subscription gives the Customer access to the Application as it is and to use it within the consumption limits and to the number of users, data, add-on modules, etc. that appear on the specific products at any given time. If the Customer needs additional capacity or functionality, the Customer is prompted to upgrade the subscription and accepts that the price will be increased accordingly. If the Customer does not choose to upgrade the subscription when prompted, the functionality of the Product will be reduced until upgrade is made.

- 3.3 3.3. The Customer is responsible if the payment details provided stops working, is blocked, the payment is not working, your account is depleted or any other reasons that make payment not possible.
- 3.4 In the Application itself or Seluxit's website, there is an overview of subscription types and selected add-on modules. For individual functions, services and additional modules, independent conditions may be attached, which must be accepted in addition to these Terms before they can be used.
- 3.5 The Customer is responsible for and has the full responsibility for the third parties who the Customer gives access to the Application or who use the Customer's login details.
- 3.6 The Customer is not entitled to transfer the subscription to third parties, either in whole or in part, or to provide access to the Application to third parties.

#### 4 Prices and Terms of Payment

- 4.1 Subscriptions are prepaid according to the selected payment scheme upon registration.
- 4.2 If the subscription is not paid on time, a notice is sent out to the mail given by the Customer. 7 days after the due payment the account is blocked until payment is made. Access to the Application will be reopened after payment has been received, unless Seluxit has previously canceled the subscription.
- 4.3 The customer accepts that invoices and reminders sent by e-mail to the e-mail address specified by the Customer must be considered delivered when sent by Seluxit.
- 4.4 The current prices can be found on Seluxit website and can be changed with 30 days' notice. The same applies to changes to the composition and content of subscription types and add-on modules. All prices are excl. VAT.

#### 5 Termination

- 5.1 The Customer may in the Application terminate the subscription, downgrade the subscription and / or opt out of additional modules until the end of the payment period (unless otherwise stated in the description or the terms of the specific service).
- 5.2 Seluxit may terminate the subscription with 6 months' notice, or without notice in the event of the Customer's material breach of these Terms or in the event of the Customer's bankruptcy or insolvency.
- 5.3 **Consequences of suspension by Seluxit.** If one or more of these conditions occurs, then we may choose to suspend your access to the Products and take any necessary or appropriate actions to remedy the situation, when relevant. The suspension will be in effect only while the condition or need exists. We will give notice before we suspend, except where we reasonably believe we need to suspend immediately. We will give thirty (30) days' notice before suspending for non-payment. If you do not fully address the reasons for the suspension within thirty (30) days after we suspend, we may terminate your account and delete Your Content without any retention

period and without any liability of any kind. We may also terminate your account if your use of the Products is suspended by Seluxit more than twice in any twelve (12) month period.

## 6 Data protection, Privacy and Safety

- 6.1 **Lawful base.** As a condition to processing (in the sense stipulated in the General Data Protection Regulation) personal data, you must have documentation of the data you are processing and acquire specific consent from the data subject, when relevant, or make sure other lawful base applies, as stipulated in the GDPR (art.6).
- 6.2 **Your Privacy Notice.** Through this Agreement, you also acknowledge and agree to provide the End User with a Privacy Notice, that is compatible with Seluxit's Terms and Conditions and Privacy Notice, and that is available before and at any time after the End User's registration to your service.
- 6.3 **Our Privacy Notice.** The handling of the Customer's personal data and the Customer's rights regarding Seluxit's use of their personal data, are covered by Seluxit's Privacy Notice, which can be found at <https://seluxit.com/privacy/> and is available at any time. We encourage you to read the Privacy Notice before registering to or using any of the Seluxit Products.
- 6.4 The parties agree that the Customer is Data Responsible with regard to any Personal Information that the Customer uploads and processes in the Application and that the Customer owns and can freely dispose of his own data in the Application. As Annex 1 to these Terms, the parties have entered into a data processor agreement (hereinafter "Data Processor Agreement"), to which reference is made as regards additional conditions for the processing of Personal Data.
- 6.5 The Customer will have the option to request the extraction of Your Content from the Services, at a reasonable fee, only if all amounts due under this Agreement are paid.
- 6.6 Seluxit reserves the right to delete Customer Data 90 days after the end of the subscription, regardless of the reason for this, and Seluxit has no obligations to store the data after this time.
- 6.7 Seluxit is entitled to store Customer Data after termination with a view to using these in anonymized form for statistics and analysis of the Application.
- 6.8 Seluxit may provide third parties and authorities with access to Customer Data, however only in accordance with the relevant data protection legislation, in connection with judgments, regulatory claims, the Customer's bankruptcy, death or the like.

## 7 Operational Stability

- 7.1 Seluxit strives for the highest possible operational stability, but is not responsible for breakdowns or operational disruptions, including for operational disruptions caused by factors beyond Seluxit's control. By this is meant e.g., power outages, equipment failures, Internet connections, telecommunications connections, or the like. The application and the service are delivered as they are and exist, and Seluxit disclaims any warranty, assurance, guarantee, claim or other terms, whether direct or indirect.

- 7.2 In the event of a breakdown or disruption, Seluxit strives to restore normal operation as soon as possible.
- 7.3 Planned interruptions will preferably be located in the period at. 21.00-06.00 CET. Should it become necessary to interrupt access to the Application outside the specified time period, this will be notified in advance as far as possible.

## 8 Changes

- 8.1 Seluxit is entitled to continuously make updates and improvements to the Application. Seluxit is also entitled to change the composition and structure of the Application and services. Such updates, improvements and changes may occur with or without notice and may affect services, including information and data uploaded to or provided by the Application.

## 9 Rights granted by the Customers to Seluxit.

- 9.1 **Audit and monitoring.** The Customer hereby grant Seluxit the right to audit and monitor Your Content including code, for the purpose of verifying that you do not break any obligations set through this Agreement or other relevant Seluxit Agreements and policies, and that the handling of personal data is done according to Seluxit's policies. You will not block or interfere with our monitoring. You will cooperate with us to identify the source of any problem with the Products which we believe may be attributed to Your Content or any end user Content that you control.

## 10 Requirements and obligations of the Customer

- 10.1 **Customer accounts.** You are responsible for all the actions and activities that take place under your account regardless of whether such activities have been authorized or undertaken by you, your employees, or other parties such as, but not limited to, your contractors, affiliates, representatives, or End Users. You will not facilitate or provide access to the Products through any means other than through the authentication methods we specify, and you will not disable, circumvent, or avoid any security device, mechanism, or protocol of the Products.
- 10.2 **Security.** You must implement reasonable security measures to ensure that no third party may gain unauthorized access to the Products. Seluxit will not be accountable for any unauthorized access to your account. You shall immediately notify us about any possible misuse of your accounts or authentication credentials or any security incident related to the Products.
- 10.3 **Legality.** You must ensure that Your Content and that your own use and the End Users' use of Your Content and any of the Seluxit Products comply with both legal provisions and Seluxit policies and other terms we will make available. You shall exclusively be responsible for the development, Content, operation, maintenance, and use of Your Content.
- 10.4 **Backup.** We regularly create back up of your accounts and Your Content. However, we also recommend that you take supplementary actions to secure, protect and back up your accounts and Your Content. All online services suffer occasional disruptions and outages, and we make no warranties related to the backed-up data. We will have no liability related to Your backed-up Content and we will not be liable in any circumstances for any loss of data.

- 10.5 **End Users.** You will ensure that all of your End Users comply with your obligations under this Agreement and that the terms of your agreement with your End Users are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately notify us. We then may choose to suspend their access to Your Content and the Products. Unless we have a separate agreement with you or an End User obliging us to provide support to the End User, we will not provide any support to End Users.
- 10.6 **Log-In Credentials and Account Keys.** Log-in credentials and private keys generated by the Products are for your use only and you will not sell, transfer, or sublicense them to any other entity or person.

## 11 Proprietary Rights

- 11.1 **Seluxit Ownership.** Seluxit holds and will continue to hold all right title and interest in and to any and all of Seluxit Products, their affiliated websites, the Product Content including Original Content, updates and updated versions, source code, features, and functionality in all copies, modifications, and derivative works of the aforementioned including, without limitation, copyright, trade secret, trademark and other proprietary or intellectual property rights. The Products shall not be copied, distributed, downloaded, transmitted, reproduced, or transferred without Seluxit's prior written consent.
- 11.2 **Software as a Service.** Subject at all times to your full compliance with these terms, and subject to the contractual permissions granted to you by Seluxit, Seluxit hereby grants you a world-wide, non-exclusive, revocable, non-sublicensable, non-transferable, Software as a Service subscription to (i) access and use Seluxit Products in compliance with this Agreement; and (ii) copy and use Product Content, testing environments, scripts, pieces of code and Interface, only in connection to your permitted use of the Products. Seluxit has no obligation to provide any type of support or service in connection to the Products and the use of the Products, unless otherwise agreed to in writing by the Parties.
- 11.3 **Other licenses.** The Products may include third party open-source software components and such third-party components shall be licensed to you under the terms of the applicable open-source license conditions and/or copyright notices.
- 11.4 **License to Seluxit.** (i) For the purpose of **performing this Agreement** and **maintaining** and further **developing** the Seluxit Cloud Solutions, you hereby grant us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive and non-transferable license under all intellectual property rights that are or would be necessary for us to access and use the Customer's derived data; (ii) For **marketing** purposes, you hereby grant us a worldwide, royalty-free, revocable, non-exclusive and non-transferable license under all intellectual property rights that are or would be necessary for us to make copies and display the Customer's names and logos.
- 11.5 **Warranty.** You hereby warrant us that: (i) you or your licensors own all right, title, and interest in and to Your Content and Contributions; and (ii) you have all rights in Your Content and Contributions necessary to grant the rights stated in this Agreement.

- 11.6 **Contributions.** Whenever you provide us with a Contribution, you are giving us the right to use such Contribution without any restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Contribution you provide us.
- 11.7 **Unlawful use.** Neither you nor any End User will, or will attempt to (i) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Seluxit Products, (ii) reverse engineer, disassemble, or decompile any of the Products or apply any other process or procedure to derive the source code of any software included in the Products , (iii) access or use any of the Seluxit Products in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (iv) resell or sublicense any of the Seluxit Products.
- 11.8 **Our relationship.** You will not misrepresent or overstate the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement, or as otherwise agreed upon in writing by the Parties.

## 12 Disclaimer and Limitation of Liability

- 12.1 **No warranty.** Your use of the Product or Products and the affiliated webpages is at your own risk. Seluxit does not warrant the consistent availability, correctness, accuracy, veracity, or completeness of the provided data. All information is provided `in good faith´ on an `as is´ basis.
- 12.2 **Exclusion of liability.** The Products are not specifically created for use in applications such as but not limited to life-support, or safety devices or systems, medical devices, nuclear facilities, applications related to the deployment of airbags, or any other applications that could lead to death, personal injury or severe property or environmental damage, or for use in any applications that affect control of a vehicle or aircraft (collectively, "critical applications"). You further agree to assume the sole risk and liability of any use of the Products in critical applications. You shall defend, indemnify, and hold us harmless from any claims with respect to or arising from such use. Seluxit, its employees, management and directors, shall not be liable for any direct or indirect, special, consequential or incidental damages or injuries, nor for any economic loss such as, but not limited to, income, profits, data, data use or business interruption, brought upon the Customer, end-user or any third party, that may arise from the access to, or use of, any of the Products, and their affiliated websites, or resulting from, but not limited to: non-functioning of the software due to the unavailability of the internet, system crashes which are not resolved in a reasonable time, errors, inaccuracies of Content, any bugs, viruses or similar malware, which may be transmitted, for example, through the site by any third party or any errors or omissions in any of the Product or Products and their associated websites' Content. Seluxit will not be responsible in any circumstances for any and all damages, losses or injuries that are a result of hacking, or any unauthorized access of the Product or Products, accounts, and the Content of the accounts. Seluxit will, however, take reasonable measures in order to prevent such cases.
- 12.3 **Limitation of liability.** Except for liability brought by intellectual property claims, as described in Section 13, our cumulative liability, for any claim, regardless of its nature, whether in contract or otherwise is limited only to direct damages up to the amount paid under this agreement for

the specific part of the Product or Service on which the claim is based on, during the twelve (12) months before the cause of action arose.

**12.4 Term.** Actions of any kind, arising from the current Agreement, brought by the Customer or on their behalf, shall be initiated no later than twelve (12) months after the cause of action first arose. All actions initiated after the twelve (12) months term shall be void.

**12.5 Third-Parties.** Seluxit has no control over, nor it shall be responsible for, the Content, privacy policies, practices or any other Agreements of any third-party websites, services, or products. Seluxit shall not be responsible or liable, in any way, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such websites or services.

The aforementioned limitation and exclusion of liability will apply whether the alleged liability is based on contract, tort, strict liability, or any other basis, to the fullest extent permitted by law.

### 13 Duty to defend and indemnify.

**13.1 Indemnification.** To the fullest extent permitted by law, you shall indemnify, defend and hold harmless Seluxit and its employees, management and directors, from and against any and all associated costs, demands, damages, settlements, judgements, fees (including attorney), losses, liabilities and expenses that can emerge out of, or can be in connection with any claims from third parties related, but not limited to, your breach of this Agreement, your and/or your employees' work and performances, or your hired independent contractors.

**13.2 Notification.** In the aforementioned cases, Seluxit will send you a written notification, informing you about the claim. Potential litigation expenses acquired before the notice has been delivered, shall also be covered by you. If such notification fails to be delivered, you will not be considered to be relieved of any liability.

### 14 Intellectual property indemnification

**14.1 By Seluxit.** We will defend you if a third-party action, suit, or proceeding is brought against you ("Claim") to the extent such Claim is based upon an allegation that our Product, as of the Effective Date under this Agreement, infringes a valid European Union patent or copyright. We will hold you harmless against any costs awarded by final judgment in such an action, proceeding or suit (or agreed upon in a settlement to which we consent) to the extent directly and solely attributable to infringement by the Product, as provided in this Section 13.

**14.2 Exclusions.** We will have no obligation or liability to you under this Section: (1) if we are not: (i) promptly notified in writing of the Claim, (ii) given the sole right to control the defense and settlement of such Claim, including the selection of counsel, and (iii) given your full reasonable assistance and cooperation in such defense and settlement; (2) in case of unauthorized use or distribution of the Product or use beyond the Product's specifications; (3) to the extent that any such Claim arises from your use of the Product after we give you notice that you should cease any such activity because the Product is, or is reasonably likely to become, the subject of a Claim of infringement; (4) if you have not fully and promptly paid in full for the Products subject to the Claim, or if you are using the Products free of charge; (5) if the



Claim arose because you or your customer brought a claim, suit, or proceeding against a third party;(6) if the underlying allegation arises from your breach of the Agreement; (7) for any costs, losses, expenses or damages resulting from your willful acts, or any settlement or compromise you incurred or made without our prior Written consent; and (8) to any Claims of infringement: (i) involving Products we made, provided or modified in compliance with your or a third party beneficiary's requirements or specifications with your consent; (ii) deriving from your combination or use of a Product with any other product, device, equipment, software, service, or technology, even if such Product has no substantial use other than as part of such combination or use; (iii) deriving from our compliance with any industry or proprietary standard or your use of the Product to enable the implementation of any such industry or proprietary standard; (iv) based upon your use of the Products in a process, including a manufacturing process;

- 14.3 **By the Customer.** If any Claim of infringement is brought against us as a result of your actions in connection with items (2), (3), (4), (5), (6), (7) or (8) (i), (ii), (iii), (iv) of the Exclusions Section, you will: (i) defend us against any such Claim; (ii) hold us harmless against any costs awarded by final judgment in such third-party action, suit, or proceeding (or agreed upon in a settlement) to the extent directly and solely attributable to infringement by the Product ; and (iii) indemnify us for costs arising from or connected with such Claim of infringement and will reimburse all our incurred costs in defending any Claim, demand, suit or proceeding for such infringement, provided we give you Written notice of any such demand, suit or proceeding for infringement.
- 14.4 **Remedies.** In the event that a third party makes such Claim alleging that Products, infringe the third party's intellectual property rights, we may, but have no obligation to: i) obtain a license that allows you to continue the use of the Products; ii) if you are enjoined from using the Product, replace or modify the Products so as to be non-infringing, but in a manner that does not materially affect the functionality of the Products, or iii) if neither (i) nor (ii) is available to us at a commercially reasonable expense, then we may terminate your access to the Products without being in breach of this Agreement.
- 14.5 **Indemnity obligation.** The foregoing indemnity is personal to you and is not assignable, transferable, or subject to passthrough to any third party including your customers.
- 14.6 **Liability cap.** Our entire liability, including any judgment, settlement, and reasonable attorney fees, under this Section 13 will not exceed 100.000 EUR.
- 14.7 **Sole Rights and Obligations.** Without affecting either Party's termination rights, this Section states our entire liability and obligation to you or your customers and your sole and exclusive remedy with respect to any actual or alleged infringement of any intellectual property rights of any kind.

## 15 Confidentiality

- 15.1 **Confidentiality.** The Parties are subject to a common duty of confidentiality with regard to any information, data or proprietary information of the disclosing Party that is not generally known to the public, whenever and however disclosed, regarding the affairs, business, operations or plans of the disclosing Party, its subsidiaries, affiliates, and business divisions which is by its nature confidential or specified as confidential by the disclosing Party. Unless otherwise agreed

to in advance and in writing, the Parties will not use the confidential information for any purpose whatsoever other than the performance of this Agreement and will not disclose the Confidential Information to any third party. Upon the termination of the agreement, the Parties shall return all confidential material, related to the other Party, and in their possession, to the other Party. The confidentiality duty will survive the termination of this Agreement. A potentially stricter duty of confidentiality may come from a separate agreement.

## 16 Changes to the Terms and Conditions

- 16.1 **Changes.** Seluxit retains the right, at its sole discretion, to revise, modify, remove elements from or add to the current Cloud Solutions Terms and Conditions for reasons such as, but not limited to, changes to the Products and changes of or in the applicable laws and regulations.
- 16.2 **Notice.** The Customer shall receive notice of such changes from Seluxit thirty (30) calendar days before the changes enter into force. In this mentioned period the Customer has the right to object to the changes, through a written notice. If at the end of the time period, no objections have been received by Seluxit, it would be implied that the Customer acknowledges and agrees to the changes.
- 16.3 **Objection to changes.** In the case that Seluxit receives a written objection in relation to the intended changes to the Terms, from a Customer, the original agreed upon Cloud Solutions Terms and Conditions will continue to apply, however, both Parties hold the right to terminate the Agreement providing thirty (30) calendar days written notice.

## 17 Notices

- 17.1 **General.** Primary communication languages shall be English and Danish.
- 17.2 **To us.** Any and all notices and notifications must be sent in written form to Seluxit.
- 17.3 **To you.** It is your responsibility to keep your email address current. Seluxit's notification obligation shall be regarded as fulfilled when we send the email to the email address associated with your account, or which you otherwise provided to us.

## 18 Amendment and Waiver

- 18.1 **Amendment.** Except as stated in Section 17, any conditions, terms, or provisions may be amended, only in written form, containing a reference to the current Agreement, date and the signatures of the Parties involved.
- 18.2 **Waiver.** Compliance to any of the aforementioned provisions may be waived, only in written form, containing a reference to the current Agreement, date and the signatures of the Parties involved. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the Parties. No waiver of any provision of this Agreement constitutes a waiver of any other provision or of the same provision on another occasion. The failure of either Party to enforce any provision or to exercise any right included in this Agreement, shall not be construed as constituting a waiver of its rights.

## 19 Force majeure

**19.1 Force majeure.** Both Parties have the right to suspend the Agreement, in cases where the performance of their obligations is obstructed or made unreasonably difficult by Force Majeure, which includes but is not limited to circumstances beyond the control of the Parties such as: industrial disputes, war, extensive military mobilization, explosions, fire, riots, strikes, lockouts, natural disasters, acts of state or governmental action, currency and export restrictions, epidemics, pandemics, embargo, seizure, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by the aforementioned circumstances. The Supplier shall not be liable for any losses, costs, damages, or expenses (whether incurred under contract or otherwise) suffered or incurred as a direct or indirect result of an event such as the ones mentioned above, nor shall we be liable to refund any fees.

We shall not be liable or held responsible for any losses, costs, damages, expenses, failures, interruptions, omissions, or delays (whether incurred under contract or otherwise) suffered or incurred as a direct or indirect result of an event such as the ones mentioned above, nor shall we be liable to refund any fees.

**19.2 Notification.** The party claiming to be affected by Force Majeure shall notify the other Party in written form without delay on both the intervention and on the cessation of such circumstance.

## 20 Severability

In any case any term or provision in this Agreement should be found by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced, the validity, legality, and enforceability of all of the remaining provisions contained shall not, in any way, be affected or impaired thereby. In the case that any term or other provision is found to be invalid, illegal, or incapable of being enforced, Seluxit will immediately adjust the specified term or provision in order to reflect the original intent as closely as possible to the fullest extent permitted by applicable law in an acceptable manner.

## 21 Assignment

The rights and obligations of the Customer under the Cloud Solutions Terms and Conditions shall not be transferred or assigned prior to Seluxit's written approval.

We may, however, assign this Agreement without your consent (i) in case of a merger, acquisition, or sale of all or substantially all of our assets, or (ii) to any Affiliate or as part of a corporate reorganization. In case of such situation, the assignee shall take over as a Party to this Agreement and Seluxit shall be fully released from all of its obligations and duties to perform under this Agreement. All assignments or transfers in violation of this Section 22 will be void.

## 22 Order of Agreements

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, and understandings, either oral or written, between the Parties, concerning the subject matter of this Agreement. However, if the Parties have signed a Main agreement, then the order of the agreements shall be Main agreement first, followed by this Agreement wherever there are conflicting clauses or where there are inconsistencies between agreements.

### 23 Disputes and Governing Law

The Parties shall endeavor in good faith to reach an amicable settlement through friendly negotiations regarding any dispute arising out of or in connection with this Agreement, including, but not limited to any disputes regarding the existence, or validity thereof. If no settlement can be reached amicably, such disputes shall then be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Copenhagen.

The Agreement shall be governed by the substantive laws of Denmark. The Parties hereby acknowledge and agree that the provisions of the United Nations Convention on Contracts for Sale of Goods (CISG) are expressly excluded and shall not apply to this Agreement.

### 24 VALIDITY

These Terms are valid from 1 July 2021 and replace previous terms.

## ANNEX 1

### DATA PROCESSING AGREEMENT

This Data Processing Agreement is entered into by and between:  
(Hereinafter referred to as the “DPA”)

The Data Controller being the Customer.  
(Hereinafter referred to as the “Controller”)

and

The Data Processor:  
Seluxit A/S  
CVR.nr. 29 388 237  
Sofiendalsvej 74  
DK-9200 Aalborg  
(Hereinafter referred to as the “Processor”)

#### 1 Preamble

1.1 This DPA sets out the rights and obligations that apply to the Processor’s handling of personal data on behalf of the Controller.

1.2 The Processor’s processing of personal data shall take place for the purposes of fulfilment of the Parties agreement on ‘Seluxit Wappsto Applications Terms and conditions’.

1.3 This DPA and the ‘Seluxit Wappsto Applications Terms and conditions’ shall be interdependent and cannot be terminated separately. This DPA may however, without termination of the ‘Seluxit Wappsto Applications Terms and conditions’, be replaced by an alternative valid data processing agreement.

1.4 Two appendices are attached and form an integral part of this DPA:

(i) Appendix A of the DPA contains details about the approved Sub-Processor as well as the purpose and nature of the processing, type of personal data, categories of data subjects and duration of the processing.

(ii) Appendix B of the DPA contains the location of the processing as well as the Processor’s technical and organizational measures.

1.5 The DPA and its associated Appendices shall be retained in writing including electronically by both Parties.

1.6 This DPA shall not exempt the Parties from obligations to which the Parties are subject pursuant to the General Data Protection Regulation (GDPR) or other legislation.

## 2 The rights and obligations of the Controller

2.1 The Controller shall be responsible to the outside world (including the data subject) for ensuring that the processing of personal data takes place within the framework of the GDPR and the Danish Data Protection Act (DDPA).

2.2 The Controller shall therefore have both the right and obligation to make decisions about the purposes and means of the processing of personal data.

## 3 Processor's instructions

3.1 The Processor shall solely be permitted to process personal data on documented instructions from the Controller unless processing is required under EU or Member State law to which the Processor is subject; in this case, the Processor shall inform the Controller of this legal requirement prior to processing unless that law prohibits such information on important grounds of public interest, cf. Article 28, sub-section 3, para-a of the GDPR.

3.2 The Processor shall immediately inform the Controller if instructions in the opinion of the Processor contravene the GDPR or data protection provisions contained in other EU or Member State law.

## 4 Confidentiality

4.1 The Processor shall ensure that only those persons who are currently authorized to do so are able to access the personal data being processed on behalf of the Controller. Access to the data shall, therefore, without delay be denied if such authorization is removed or expires.

4.2 Only persons who require access to the personal data in order to fulfil the obligations of the Processor to the Controller shall be provided with authorization.

4.3 The Processor shall ensure that persons authorized to process personal data on behalf of the Controller have committed themselves to confidentiality or are subject to suitable statutory obligation of confidentiality.

4.4 The Processor shall at the request of the Controller be able to demonstrate that the employees concerned are subject to the above confidentiality.

## 5 Security of processing

5.1 The Processor shall take all the measures required pursuant to Article 32 of the GDPR which stipulates that with consideration for the current level, implementation costs and the nature, scope, context and purposes of processing and the risk of varying likelihood and severity for the rights and freedoms of natural

persons, the Controller and Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

5.2 The above obligation means that, depending on their relevance, the measures may include the following:

- (i) Pseudonymization and encryption of personal data;
- (ii) The ability to ensure ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
- (iii) The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (iv) A process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

5.3 Requirements for establishing additional security measures shall be made in writing and shall be done on the expense of the Controller.

## 6 Use of Sub-Processors

6.1 The Processor shall notify the Controller of changes concerning the addition or replacement of other processors (Sub-Processors). The Controller shall then have the right to object to such changes within 30 business days.

6.2 The Processor shall inform the Controller of any planned changes with regard to additions to or replacement of other data processors and thereby give the Controller the opportunity to object in writing to such changes.

6.3 When the Processor uses a Sub-Processor, the Processor shall ensure that the Sub-Processor is subject to the same data protection obligations as those specified in this DPA on the basis of a contract or other legal document under EU law or the national law of the Member States, in particular providing the necessary guarantees that the Sub-Processor will implement the appropriate technical and organizational measures in such a way that the processing meets the requirements of the GDPR.

The Processor shall ensure, on the basis of a Sub-Processor agreement, that the Sub-Processor complies at least with the obligations to which the Processor is subject pursuant to the requirements of the GDPR and this DPA and its associated Appendices.

6.4 A copy of such a Sub-Processor agreement and subsequent amendments shall, at the Controller's request, be submitted to the Controller who will thereby have the opportunity to ensure that a valid agreement has been entered into between the Processor and the Sub-Processor. Commercial terms and conditions, such as pricing, that do not affect the legal data protection content of the Sub-Processor agreement, shall not require submission to the Controller.

6.5 If the Sub-Processor does not fulfil his data protection obligations, the Processor shall remain fully liable to the Controller as regards to the fulfilment of the obligations of the Sub-Processor.

## 7 Transfer of data to third countries or international organizations

7.1 The Processor shall solely be permitted to process personal data on documented instructions from the Controller, including as regards transfer (assignment, disclosure and internal use) of personal data to third countries or international organizations, unless processing is required under EU or Member State law to which the Processor is subject; in such a case, the Processor shall inform the Controller of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest, cf. Article 28, sub-section 3, para a.

7.2 Without the instructions or approval of the Controller, the Processor therefore shall not:

- (i) disclose personal data to a data controller in a third country or in an international organization;
- (ii) assign the processing of personal data to a Sub-Processor in a third country;
- (iii) have the data processed in another of the Processor's divisions which is located in a third country.

## 8 Assistance to the Controller

8.1 The Processor, taking into account the nature of the processing, shall, as far as possible, assist the Controller, at the Controller's expense, with appropriate technical and organizational measures, in the fulfilment of the Controller's obligations to respond to requests for the exercise of the data subjects' rights pursuant to Chapter 3 of the GDPR.

8.2 The Processor shall assist the Controller, at the Controller's expense in ensuring compliance with the Controller's obligations pursuant to Articles 32-36 of the GDPR taking into account the nature of the processing and the data made available to the Processor, cf. Article 28, sub-section 3, para f.

## 9 Notification of personal data breach

9.1 On discovery of personal data breach at the Processor's facilities or a Sub-Processor's facilities, the Processor shall without undue delay notify the Controller.

The Processor's notification to the Controller shall, if possible, take place as soon as possible after the Processor has discovered the breach to enable the Controller to, if applicable, report the breach to the supervisory authority without undue delay.

9.2 The Processor shall, taking into account the nature of the processing and the data available, assist the Controller in the reporting of the breach to the supervisory authority.

This means that the Processor may be required to assist in obtaining the following information:

- (i) The nature of the personal data breach, including, if possible, the categories and the approximate number of affected data subjects and the categories and the approximate number of affected personal data records;
- (ii) Probable consequences of a personal data breach;
- (iii) Measures which have been taken or are proposed to manage the personal data breach, including, if applicable, measures to limit its possible damage.

## 10 Erasure and return of data.

10.1 On termination of the processing services, the Processor shall be under obligation to erase or return all the personal data to the Controller and to erase existing copies unless EU law or Member State law requires storage of the personal data.



10.2 Copies or duplicates of the data shall not be created without the knowledge of the Controller, with exception of backup copies as far as they are necessary to ensure proper data processing.

## 11 Compliance

11.1 The Processor shall make available to the Controller, at the Controller's expense, all information necessary to demonstrate compliance with Article 28 of the GDPR and this DPA.

11.2 The Controller's inspection of Sub-Processors, if applicable, shall as a rule be performed through the Processor.

11.3 The Processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the Controller's and Processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the Processor's physical facilities on presentation of appropriate identification.

## 12 Claims and penalties.

12.1 In case of claims by a Data Subject or financial penalties imposed by Supervisory Authorities or other competent authorities, each Party shall:

- (i) notify the other Party promptly in writing of any such potential or pending claims or penalties;
- (ii) use reasonable endeavors to reduce or avoid such claims or penalties;
- (iii) allow the other Party to comment on any response, settlement, defense, or appeal in relation to such claim.

## 13 Commencement and termination

13.1 This Agreement shall become effective when the Customer checks the box "I have read and agreed to the Wappsto Terms & Conditions and DPA".

13.2 Both Parties shall be entitled to require this DPA renegotiated if changes to the law or inexpediency of the provisions contained herein should give rise to such renegotiation.

13.3 This DPA may be terminated according to the terms and conditions of termination, incl. notice of termination, specified in the "Seluxit Wappsto Applications Terms and Conditions".

13.4 This DPA shall apply as long as the processing is performed. Irrespective of the termination of the 'Seluxit Wappsto Applications Terms and Conditions' and/or this Agreement, the DPA shall remain in force until the termination of the processing and the erasure of the data by the Processor and any Sub-Processors.

## 14 Applicable Law and Jurisdiction

14.1 This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Denmark.

14.2 The Parties shall endeavor in good faith to reach an amicable settlement through friendly negotiations regarding any dispute arising out of or in connection with this DPA, including, but not limited to any disputes regarding the existence, or validity thereof. If no settlement can be reached amicably, such disputes shall then be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the

rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The place of arbitration shall be Copenhagen.

## 15 Validity

If any provisions of this DPA are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

## 16 Waiver

No provision of this DPA shall be deemed to have been waived by any act or acquiescence on the part of a Party, nor shall any waiver of any provision of this Agreement constitute a waiver of any other provision or of the same provision on another occasion.

## 17 Precedence

This DPA shall take priority over any similar provisions contained in other agreements between the Parties.

## 18 Communications

Any notices or communications required may be delivered e-mail or mailed by registered mail to the following addresses of the Processor/Controller. Any subsequent modification of addresses should be reasonably communicated in advance to the effect of this Agreement.

## Appendix A: Information about the processing

### A.1 Processing

1. The purpose of the Processor's processing of personal data on behalf of the Controller is:  
That the Data Controller is able to access the services on Wappsto.com, which is owned and managed by the Data Processor to collect and process and meta data provided by the Data Controller.
2. The processing of personal data on behalf of the Data Controller shall mainly pertain to (the nature of the processing):  
The use of Wappsto.com will include, but not be limited to, collecting personal data from any user or subject provided by the Data Controller. The Data Controller will, with the Data Subject and the Data Processor, have restricted access to the encrypted data stored on behalf of the Data Controller.
3. The processing includes the following types of personal data about data subjects:  
Possible data types include the following: name, e-mail, address, phone, profile photo, nickname and a various information provided by the Data Controller on the collected data. The Data Processor is not liable for any sensitive personal data submitted by the Data Controller. This includes, but not limited to, text fields and file uploads (documents, pictures, etc.)
4. Processing includes the following categories of data subject:  
Data categories includes data related to the individuals about whom data is provided to Seluxit via the Wappsto Services by (or at the direction of) the Data Controller.
5. The Data Processor's processing of personal data on behalf of the Data Controller may be performed when this Data Processing Agreement commences. Processing has the following duration:  
The Term plus the period from the expiry of the Term until deletion of all Customer Data by Seluxit in accordance with the Terms.

Processing of personal data may continue in cases where it is a legal requirement for the data Processor.

## Appendix B: Terms of the Data Processor's use of sub-processors and list of approved sub-processors

### B.1. Terms of the Data Processor's use of sub-processors, if applicable

The Data Processor has the Data Controller's general consent for the engagement of sub-processors following this agreement. The Data Processor shall, however, inform the Data Controller of any planned changes with regard to additions to or replacement of other data processors and thereby give the Data Controller the opportunity to object to such changes. Such notification shall be submitted to the Data Controller in writing (email to the email address(es) on record in Processor's account information for Controller is sufficient) and must give the Controller the possibility to object against the instruction of the subcontractor within 30 days prior to the engagement of sub-processors or amendments coming into force. If the Data Controller should object to the changes, the Data Controller shall notify the Data Processor of this within 2 weeks of receipt of the notification. The Data Controller shall only object if the Data Controller has reasonable and specific grounds for such refusal.

### B.2 Approved Sub-Processors:

The Data Controller shall on commencement of this Data Processing Agreement approve the engagement of the following Sub-Processor: Hetzner Online GmbH VAT no.: DE812871812 and OVH Hosting Limited Enterprise VAT no. IE 9520632R for Wappsto data, and Stripe VAT no. IE 3206488LH as payment processor Ref. <https://stripe.com/en-dk/privacy>.

**Appendix C: Instruction pertaining to the use of personal data.****C.1. The subject of/instruction for the processing**

The Data Processor's processing of personal data on behalf of the Data Controller shall be carried out by the Data Processor performing the following:

- On basis of the Data Controller's authorization, personal data shall be available for the end users (through the user interfaces or application programming interfaces) to enable auditing of the Data Controller's data within the services and products of the Data Processor (e.g., track changes, log access and decisions made).

**C.2. Security of processing****Internal/direct measures**

The internal or direct technical and organizational measures that Seluxit has in place represent the measures used at Seluxit's headquarters in Aalborg Denmark.

**Control of physical access to premises**

Technical and organizational measures in order to control physical access to premises and facilities, particularly to allow permitted personnel only such as, but not limited to, locked doors on all entrances/exits, burglar alarm systems and locked file cabinets.

**Control of access to IT systems**

Technical and organizational security measures designed to ensure that users with access to the relevant IT systems are identified and authenticated such as, but not limited to, IT security systems requiring the use of strong/complex passwords, additional system log-in requirements for particular applications, encryption applied to all data 'in transit' and encryption applied to all data 'at rest'.

**Control of access to personal data**

Technical and organizational security measures designed to ensure that users with access to personal data are identified and authenticated such as, but not limited to, logging of all attempts to access systems containing personal data, encryption on drives and media containing personal data and secure pseudonymization of data.

**Control of input mechanisms**

Technical and organizational security measures to permit the recording and later analysis of information about when input to data systems (e.g. Editing, adding, deleting etc.) occurred and who was responsible for such input such as, but not limited to, logging of all input actions in systems containing personal data, binding agreements in writing with all employees who process personal data imposing strict confidentiality obligations and regular reviews of compliance with the relevant agreements.

**Control of workflows between controllers and processors**

Technical and organizational measures to segregate the responsibilities between controllers and processors processing personal data such as, but not limited to, binding agreements in writing governing the appointment and responsibilities of processors with access to the personal data and regular reviews of compliance with the relevant agreements.

**Control mechanisms to ensure availability of the personal data.**

Technical and organizational measures to ensure the physical and electronic availability and accessibility of personal data such as, but not limited to, secure backup procedures in place, with full backups run regularly, backup data stored off-site from the main Seluxit IoT Platform, providing geographical redundancy and training for employees regarding backups and disaster recovery.

**Control mechanisms to ensure separation of personal data from other data.**

Technical and organizational measures to ensure that personal data is stored and processed separately from other data, logical separation of live or production data from backup data and development or test data and logical separation of drives containing personal data from systems containing other data.

**Policies**

Organizational measures in order to ensure the fast and efficient responses to security incidents as well as providing guidance on processing of personal data such as but not limited to data documentation, data breach guide and risk assessment.

**c.3. Storage period/erasure procedures**

Personal data is stored according to the agreement with the Data Processor until the Data Controller requests that the data is erased or returned. In the event of termination of the agreement, the Data Controller instructs the Data Processor to delete all Customer Data (including existing copies) from Seluxits systems in accordance with applicable law. Seluxit will, after a recovery period of up to 30 days following such expiry, comply with this instruction as soon as reasonably practicable and within a maximum period of 180 days, unless European or National Law requires storage. The Customer is responsible for exporting, before the Term expires, any Customer Data it wishes to retain.

**c.4 Processing location**

Processing of the personal data under this Data Processing Agreement cannot be performed at locations outside the EU without the Data Controller's prior written consent.

Information about the locations is available at <https://www.seluxit.com/legal/locations/> (and may be updated by Seluxit from time to time).

**c.5. Instruction for or approval of the transfer of personal data to third countries**

The Data Processor is obliged to duly notify and ask for the Data Controller's consent pertaining to the transfer of personal data to a country outside the EU.