

DATA TALKS AB

General Terms

These General Terms govern the Customer's use of the Subscription Software provided by Data Talks AB. By ordering the Subscription Software, the Customer agrees and accepts that it is bound by these General Terms.

1. DEFINITIONS

1.1 The definitions below shall apply for the interpretation of the provisions set forth in the Agreement and shall have the meanings given to them, unless the context obviously requires otherwise. The definitions shall apply whether or not used in plural or singular, in definite form or not.

"Affiliate" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Data Talks.

"Agreement" means these Data Talks General Terms and the Specific Terms. In the event of a conflict between the General Terms and the Specific Terms, the Specific Terms shall take priority over the General Terms.

"Authorized Users" means: (i) Customer's employees; and (ii) contractors authorized by Customer to access the Subscription Software who, prior to obtaining access to the Subscription Software, have executed a non-disclosure agreement that protects Data Talks' Confidential Information to the same extent as in this Agreement, in each case registered in the database with a unique UserID and a unique password.

"Confidential Information" means (i) the contents, terms and conditions of the Agreement, (ii) any and all technical, financial, commercial or other information and data relating to a Party or a company belonging to the same group of companies as the Party or their customers, contractors and other business partners or their respective businesses, financing, planning, facilities, products, techniques and processes, and shall include, but is not limited to, the Documentation, the Subscription Software, the Customer Data any and all discoveries, ideas, concepts, know-how, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, strategic, financial or commercial information and intellectual properties, whether in tangible or intangible form, (iii) output from an audit review, and (iv) any other information that is identified as confidential by the disclosing Party at the time it is disclosed. Confidential Information does not include information that: (i) has been developed independently by the Party; (ii) has been rightfully obtained by the Party from a third party without restriction from the third party; (iii) is publicly available other than through the fault or negligence of the other Party; or (iv) must be disclosed pursuant to applicable law, or by order of a court or a government agency or authority, provided that the disclosing Party gives notice to the other Party of such obligation of disclosure.

"Consulting Services" means consulting services offered by Data Talks that are related to Data Talks CDP, e.g. integration, onboarding and modeling services as well as marketing automation and other digital marketing services.

"Customer" means the company entering into this Agreement and that is granted a right to use the Subscription Software by Data Talks in accordance with the Agreement.

"Customer Data" or **"Data"** means information provided, entered, transferred or uploaded for use by or with the Subscription Software by the Customer (including its Authorized Users).

"Customizations" means any components deployed in the hosted environment for the Subscription Software other than the generally available Subscription Software or components that Customer may deploy via the standard user interface or tools included in the generally available Subscription Software. Customizations may include, without limitation, code, databases or third party extensions that are not included in the generally available Subscription Software.

"Data Talks" means the developer of Data Talks CDP, i.e. Data Talks AB, company reg. no. 556744-6736.

"Data Talks CDP" means the Data Talks CDP software application designed to collect and compile data from multiple sources store it in a database management system and visualizes this data in one or more

web-based visualization panels provided by Data Talks. The software application compiles data from multiple sources and visualizes this data into one or more web-based visualization panels.

“Documentation” means the then-current Data Talks provided documentation relating to the features, functions, specifications and use of the Subscription Software.

“Documented Defect” means a material deviation between the then-current, general release version of the Subscription Software and its Documentation.

“Initial Subscription Term” means the initial subscription period for the Subscription Software which shall amount to twelve (12) months unless otherwise agreed.

“Intellectual Property Rights” means any and all rights in patents (including design patents, patent applications and utility models issued or pending), copyrights (including the right to amend and assign one’s right to a third party as well as copyrights in Software in any form and moral rights), registered and unregistered design rights, database rights, trade secrets, know-how, registered and unregistered trade names, trademarks and service marks, domain names, chip topography and other intellectual property or industrial rights related thereto, as well as any other form of statutory or contractual protection of any kind and applications for any of the foregoing respectively.

“License Restriction” means any limitation on the use of the Subscription Software identified in the Agreement (including but not limited to the number of Authorized Users, locations, connections).

“Parties” means Data Talks and the Customer jointly.

“Party” means Data Talks or the Customer separately.

“Personal Data” means information provided to Data Talks by or at the direction of Customer, or to which access was provided to Data Talks in the course of Data Talks performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Personal Data shall include any non-public personal information regarding any individual that is subject to applicable national, state, regional, and/or local laws and regulations governing the privacy, security, confidentiality and protection of non-public personal data.

“Renewal Term” means any renewal or extension of Customer’s right to use the Subscription Software following the expiration of the Initial Subscription Term.

“Specific Terms” means the specific terms entered into by and between Data Talks and the Customer detailing e.g. the price, Subscription Term and payment terms for the Customer’s purchase of Data Talks CDP.

“Subscription Fees” means the fees for the Subscription Software as apparent from the Specific Terms.

“Subscription Software” means Data Talk CDP (including other Third Party Products).

“Subscription Term” means the Initial Subscription Term or any Renewal Term, as applicable.

“Support Services” means support services offered by Data Talks or Third Party Licensor (whichever is applicable).

“Third Party Licensor” means a third party whose software products (**“Third Party Products”**) have been made available to Data Talks for distribution and licensing under the terms of its agreement with Data Talks (a **“Third Party Agreement”**).

“Updates” means generally available updates, enhancements or modifications to the then-current, general release version of the Subscription Software that are not separately priced or licensed as new products.

“UserID” means a unique user identification credential used in combination with a unique password to access the Subscription Software.

2. THE SUBSCRIPTION SOFTWARE AND LICENSE GRANT

- 2.1 Subject to the terms and conditions of this Agreement, Data Talks hereby grants to Customer a non-exclusive, non-transferable, limited license (without the right to sublease or sublicense) to use the Subscription Software during the Subscription Term in an operating environment hosted by Data Talks, for Customer's own internal use.
- 2.2 Customer acknowledges that Data Talks is responsible for providing the Subscription Software and that the Subscription Software in all material aspects conforms with the Documentation. Should the Customer claim errors or defects in the Subscription Software, the Customer shall claim such errors or defects with the developer of the Subscription Software (i.e. Data Talks).
- 2.3 Data Talks warrants that that it owns all right, title and interest in and to the Subscription Software or has obtained rights in such Subscription Software sufficient to grant the license to the Customer under this Agreement. Customer's exclusive remedy, and Data Talks exclusive obligation, for a breach of this warranty is set forth in Section 11.

3. ACCESS TO THE SUBSCRIPTION SOFTWARE

- 3.1 Data Talks will provide the application hosting environment, including the hardware, equipment, and systems software configuration on which Data Talks supports use of the Subscription Software and, on servers located at a facility selected by Data Talks.
- 3.2 Data Talks will be responsible for maintaining connectivity from its network to the Internet which is capable of servicing the relevant Internet traffic to and from the hosted environment. Customer is responsible for providing connectivity to the Internet for itself (including its Authorized Users). Customer shall also be responsible for ensuring that latency and available bandwidth from the Authorized Users' desktops to Data Talks hosted routers is adequate to meet Customer's desired level of performance. If Customer requires a VPN or private network connection to the Subscription Software, Customer is responsible for all costs associated with any specialized network connectivity required by Customer.
- 3.3 Customer shall provide Data Talks with such information as is necessary to enable Data Talks to provide and implement the Subscription Software. Customer agrees that Customer will only make a reasonable number of copies of the Documentation for the Subscription Software for its internal use in accordance with the terms of this Agreement.
- 3.4 Data Talks shall install generally available Updates and use reasonable efforts to correct or circumvent any material deviation between the then-current, general release of the Subscription Software and its Documentation.

4. RESTRICTIONS ON USE

- 4.1 Customer agrees to use the Subscription Software in accordance with the terms and conditions set forth in this Agreement, any terms of use applicable to any Third Party Product included in the Subscription Software and in accordance with applicable legislation.
- 4.2 Customer agrees that it shall not access the Subscription Software on any environment outside the hosted environment selected by Data Talks. In no event shall Customer possess or control the Subscription Software or any related software code. Customer is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Subscription Software.
- 4.3 The Customer may not itself or appoint a third party to make any Customizations to the Subscription Software without Data Talks' prior written consent. If permitted, Customizations may only be created and deployed by Data Talks and shall be subject to a separate agreement between Data Talks and Customer. Support Services or other Consulting Services for Customizations are not available under this Agreement or included as part of the Subscription Fees and shall also be subject to separate agreement between Data Talks and Customer.
- 4.4 Customer agrees that is shall not use the Subscription Software to provide service bureau services to third parties. Customer will not allow the Subscription Software to be used by or disclose all or any part of the Subscription Software to any third party. Customer further acknowledges and agrees

that Swedish export control laws and other applicable export and import laws govern its use of the Subscription Software and Customer will neither export or re-export, directly or indirectly, the Subscription Software, nor any direct product thereof in violation of such laws or use the Subscription Software for any purpose prohibited by such laws.

- 4.5 Customer is responsible for managing the UserID of its Authorized Users and shall keep safe the details of any such user account (including the passwords of user accounts). The Customer shall also ensure that confidentiality and sufficient security measures are taken by the Authorized Users in order to keep the UserID from being accessed or used by a third party. Customer is responsible for all uses of and activities undertaken with UserIDs registered on Customer's account. Customer agrees to immediately notify Data Talks of any unauthorized use of any Authorized User's UserID of which Customer becomes aware.

5. CONSULTING SERVICES

- 5.1 Subject to separate agreement between the Parties, Data Talks may provide Consulting Services to the Customer.
- 5.2 Data Talks does not provide any warranty, express or implied, regarding the appropriateness of the Consulting Services for a particular purpose or that Consulting Services may lead to an increased profitability or increased sales for the Customer.

6. SUPPORT SERVICES

- 6.1 Data Talks shall provide Support Services to the Customer in regard to any material deviation between the then-current general release of the Subscription Software and its Documentation. Support Services is provided via the internet, telephone or other means established by Data Talks. Support Services are included in the Subscription Fee.
- 6.2 Data Talks provides Support Services and by e-mail during the times notified by Data Talks from time to time. Support Services are generally available during weekdays between 09:00 and 16:00 (CET). However, deviations may occur and the availability of the Support Services are not warranted. As multiple support issues can be carried out simultaneously, Data Talks does not guarantee that Customer will receive support within any specific time. However, Data Talks shall always strive to provide Support Services to the best of its ability. Data Talks shall have no obligation to provide Support Services if the issue reported by the Customer is caused by the Customer's negligence, Customer's equipment malfunction or other causes beyond the reasonable control of Data Talks.
- 6.3 Support Services provided by any Third Party Licensor are generally available 24/7. However, deviations may occur and the availability of the Support Services is not warranted. As multiple support issues can be carried out simultaneously, it is not guaranteed that Customer will receive Support Services within any particular time. Support Services will be provided to the best of the Third Party Licensor's (whichever is applicable) ability.

7. SERVICE LEVELS AND SERVICE CREDITS

- 7.1 Data Talks warrants to Customer that, Data Talks will render the Subscription Software with commercially reasonable care and skill. Data Talks further warrants that the hosted environment will be available at all times throughout the Subscription Term, subject to the exceptions and allowances described below. The level of unavailability shall not exceed one half of one percent (0.5%) per month, excluding scheduled maintenance as notified by Data Talks. In the event of a breach of the foregoing warranty, Data Talks shall apply service level credits based on the actual availability measure for the applicable period as follows:

Availability	Service Level Credit
99.500% or greater	No Service Level Credit
99.499% - 99.000%	2% of the monthly prorated subscription fee

98.999% - 98.500%	10% of the monthly prorated subscription fee
98.499% - 95.000%	15% of the monthly prorated subscription fee
Below 95.000%	25% of the monthly prorated subscription fee

- 7.2 Service level credits for Subscription Fees paid on an annual basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual subscription fee shall be 5% of 1/12 of the annual Subscription Fee. Service level credits shall be applied to Customer's next invoice or, if Customer has paid the final invoice under this Agreement, service level credits shall be paid to Customer within thirty (30) calendar days following the determination that the credit is due. The service level credit is the exclusive remedy for any deviations from the agreed availability in the table above.

8. PRICES AND PAYMENT

- 8.1 Customer shall pay Subscription Fee for the Subscription Software as apparent from the Specific Terms. Data Talks is entitled to compensation from the date of the signing of the Agreement.
- 8.2 Subscription Fees shall be paid in accordance with the payment terms apparent from the Specific Terms.
- 8.3 In case of late payment, default interest is payable under the Swedish Interest Act (1975: 635). Data Talks also has the right to charge Customer required reminders and collection costs.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Data Talks CDP (and, if applicable, Third Party Licensor) shall remain the owner to any and all of its Intellectual Property Rights included in the Subscription Software, the Documentation and any derivative works thereof. Nothing in this Agreement shall be construed so that any Intellectual Property Rights wholly or partly are transferred to the Customer.
- 9.2 Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in the Subscription Software or that Data Talks otherwise provides. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Documentation.
- 9.3 The Customer remains the owner of any Customer Data that is uploaded or created in the Subscription Software. However, Data Talks may aggregate anonymous statistical data regarding use and functioning of its system by its various Customers, none of which shall be considered Customer Data. Upon termination of the Agreement, any Customer Data will be deleted by Data Talks. Prior to any deletion, the Customer may notify Data Talks that the Customer wishes to download the Customer Data. If Data Talks receives notification from the Customer within reasonable time prior to the expiration of the Agreement, Data Talks shall allow the Customer reasonable time to download the Customer Data.

10. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- 10.1 Data Talks will defend, indemnify and hold Customer harmless from and against any loss, cost and expense to the extent arising from a third party claim against Customer that the Subscription Software infringes any Intellectual Property Rights of others. Data Talks obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify Data Talks of any such claim; (ii) Customer must, in writing, grant Data Talks sole control of the defense of any such claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Customer or an admission of guilt by Customer (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice Data Talks right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must reasonably cooperate with Data Talks to facilitate the settlement or defense of the claim.

- 10.2 Data Talks will not have any liability hereunder to the extent the claim arises from (a) any modification of the Subscription Software by, on behalf of, or at the request of Customer; or (b) the use or combination of the Subscription Software with any computer, computer platform, operating system and/or data base management system other than provided by Data Talks. If any Subscription Software is, or in Data Talks opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then Data Talks, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Subscription Software under the terms of this Agreement; (B) replace the Subscription Software with products that are substantially equivalent in function, or modify the Subscription Software so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the un-used portion of the Subscription Fee, if any, paid to Data Talks for the Subscription Software giving rise to the infringement claim, and discontinue Customer's use of such Subscription Software. The foregoing sets forth Data Talks exclusive obligation and liability with respect to infringement of Intellectual Property Rights.

11. LIMITED WARRANTIES, DISCLAIMER OF WARRANTIES, AND REMEDIES

- 11.1 Data Talks warrants that the Subscription Software licensed to Customer will operate without a Documented Defect for a period of ninety (90) days from the date the Customer is provided access to the Subscription Software. Data Talks sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Subscription Software. If Data Talks is unable to repair or replace such Subscription Software within a reasonable period of time, then, subject to the limitations set forth in Section 12, Customer may pursue its remedies at law to recover direct damages resulting from the breach of this warranty. The remedies in this Section 11.1 are exclusive and in lieu of all other remedies, and represent Data Talks sole obligations, for a breach of the foregoing warranty. Customer must provide notice to Data Talks of any warranty claim within the warranty period.
- 11.2 Data Talks represents that it has used commercially reasonable best efforts utilizing generally accepted industry tools and practices to provide Subscription Software that does not contain any "time bombs," "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are intended to access, modify, delete, damage, deactivate or disable the Subscription Software. As Customer's sole remedy for breach of this representation, Data Talks shall take action immediately to investigate, identify and remove any such programming devices from the Subscription Software.
- 11.3 The Subscription Software is not fault-tolerant and is not designed, manufactured or intended for use as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or aircraft communication systems, mass transit, air traffic control, direct life support machines, or weapons systems, in which the failure of the Subscription Software could lead directly to death, personal injury, or severe physical or environmental damage. Accordingly, the Customer acknowledges and agrees that Data Talks disclaims any express or implied warranty of fitness for high risk activities and that Data Talks shall not be liable for any claims or damages arising from or related to the use of the Subscription Software in such applications.
- 11.4 The limited warranties in this Section 11 are made to Customer exclusively and are in lieu of all other warranties. Data Talks makes no other warranties whatsoever, express or implied, with regard to the Subscription Software. Data Talks explicitly disclaims all warranties of merchantability and of fitness for a particular purpose. Data Talks expressly does not warrant that the Subscription Software, in whole or in part, will be error free, operate without interruption or meet Customer's requirements.
- 11.5 Data Talks shall be free from any responsibility under this Agreement to the extent that any alleged breach of warranty is caused by any modification of the Subscription Software not performed by or on behalf of Data Talks. To the extent that an alleged breach of warranty concerns a Third Party Product that is subject to a more limited warranty under a Third Party Agreement than specified in this Section, Data Talks obligations hereunder will be further limited accordingly.

12. LIMITATION OF LIABILITY

- 12.1 Data Talks' liability for any damage or loss under this Agreement shall, unless intentional or gross negligence exists, be limited to the amount paid by the Customer for the Subscription Service during the last twelve (12) months. The Customer's claim for compensation must be made within

two (2) months of the discovery or should have been discovered. If the Customer fails to make its claim within two (2) months, Data Talks may in its sole discretion choose to deny the claim.

- 12.2 Data Talks is under no circumstances, unless intentional or gross negligence exists, to pay compensation for, inter alia, but not exclusively, loss of income, loss of profits, loss of data or other indirect damages or losses of any kind whatsoever. Thus, the limitation of liability also applies to the Customer's possible liability to third parties.

13. REVIEW OF CONTROLS AND AUDIT

- 13.1 Once in each twelve (12) month period during the Subscription Term, Data Talks shall, at its cost and expense, engage a duly qualified independent auditor to conduct a review of the design and operating effectiveness of Data Talks defined control objectives and control activities in connection with the Subscription Software. Customer shall have the right to request and receive a copy of the audit report and Customer may share a copy of such audit report with its auditors and regulators, provided that, such audit report shall be Data Talks' Confidential Information (as defined in this Agreement).
- 13.2 Data Talks (including any third party auditor retained by Data Talks) may audit the records and systems of Customer to ensure compliance with the terms of this Agreement. Data Talks will notify Customer in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during regular business hours and will not interfere unreasonably with Customer's business activities. Data Talks may audit Customer no more than once in any twelve (12) month period. If an audit reveals that Customer is using the Subscription Software beyond the scope of the license granted herein (for example, in excess of any License Restrictions), then, in addition to any other remedies available to Data Talks, Customer will promptly pay Data Talks the underpaid Subscription Fees associated therewith based on Data Talks then-current list rates, as well as any applicable late charges.

14. TERM AND TERMINATION

- 14.1 This Agreement enters into force when the Customer has accepted the terms and conditions of the Agreement by ordering the Subscription Software and will apply until the Initial Term has commenced unless terminated prematurely in accordance with Section 14.2 – 14.4 below. The agreement will be extended for the same time period as the initial Term unless terminated three (3) months prior to the stated end date in the initial term..
- 14.2 Customer may cancel its purchase of the Subscription Software until the installation and configuration of the Subscription Software has commenced.
- 14.3 Pre-paid Subscription Fees will not be refunded upon termination. If Data Talks terminates the Agreement prior to the expiration of the Initial Term or the Renewal Term, the Subscription Fees for the remaining monthly payments shall be refunded. Termination must be made in writing to be valid.
- 14.4 Data Talks and Customer has the right to immediately terminate this Agreement if Data Talks or the Customer (i) is in default of payment of fees, (ii) does not comply with the terms applicable to any part of the Subscription Software (including any Third Party Licensor's terms) from time to time, (iii) commits a material breach of the Agreement and does not remedy the breach within thirty (30) days, (iv) is declared bankrupt, convenes a meeting of or proposes to make any arrangement or composition with its creditors, suspends its payments, has a liquidator, receiver, administrative receiver, manager, trustee or similar officer appointed over its assets, or (v) is in any other way deemed to be insolvent.

15. COMMUNICATION AND CHANGE OF TERMS

- 15.1 The Customer agrees that all Data Talks communications related to the Subscription Software shall be provided electronically, such as by e-mail or through interfaces in the Subscription Software. Messages may also be found on the Data Talks website (www.datatalks.se). Messages on Data Talk's website and in the Subscription Software are considered delivered upon publishing.

Examples of messages are information about malfunctions, new versions, other information about the Subscription Software and support related matters.

- 15.2 Messages delivered by e-mail are deemed to be delivered in connection with dispatch, provided that authorized receipt has been received or otherwise confirmed.
- 15.3 Data Talks reserves the right to amend or add to Data Talks General terms (this document) at any time. Any changes will be communicated to the Customer in a written format according to what is described in this Section 15. Unless the Customer has rejected such changes within thirty (30) days from the date of the written communication, the changes shall be binding upon the Parties. Customer's sole remedy in the event of non-acceptance of the changes will be to terminate this Agreement. Changes under this provision may also include price adjustments. In the case of subscription fees, pricing can be adjusted at the time of contract renewal based on changes in the Consumer Price Index (CPI) or a comparable economic index relevant to the Customer's region. These adjustments ensure that subscription fees reflect prevailing economic conditions and inflationary trends while maintaining service continuity.

16. CONFIDENTIALITY

- 16.1 The Confidential Information disclosed under this Agreement may be used, disclosed or reproduced only to the extent necessary to further and fulfil the purposes of this Agreement. The Parties agree:
- a) to hold the Confidential Information in strict confidence and not, without the prior written consent of the Party disclosing the Confidential Information, to disclose any part of it to any third party or to any persons other than those directly concerned with the Parties' dealings with each other and whose knowledge of such Confidential Information is essential for such dealings. The Party receiving the Confidential Information from the disclosing Party shall ensure that those persons comply with the obligations imposed on the receiving Party under this Section 16 and shall be responsible for any breach of this undertaking by such persons;
 - b) to have in effect and maintain adequate technical and organisational security measures to safeguard the Confidential Information from unauthorised access, disclosure, use and/or misappropriation;
 - c) not, without the disclosing Party's prior written consent, to use the Confidential Information for any purposes other than in their dealings with each other under the Agreement;
 - d) not to copy or reproduce Confidential Information in any form except as may be necessary for the purpose of the Agreement;
 - e) to promptly inform the disclosing Party if the receiving Party becomes aware that the obligations under this Section 16 are compromised, regain possession of the relevant Confidential Information, prevent its further unauthorised use and disclosure and take all necessary steps to limit the consequences of such a breach of confidentiality;
 - f) to provide the disclosing Party with prompt notice if the receiving Party or anyone to whom the receiving Party has disclosed the Confidential Information receives a request to or becomes legally compelled to disclose any of the Confidential Information, so that the disclosing Party may seek a protective order or other appropriate remedy or request the receiving Party to take such measures. If such order or remedy is not available in time, the duty of confidentiality shall be waived to the extent necessary to comply with the law; and
 - g) that the obligations under this Section 16 shall apply during the Subscription Term and for an additional period of three (3) years from expiry of the Term.
- 16.2 Notwithstanding the above, Data Talks shall be entitled to use aggregated data regarding the use of the Subscription Software to provide reports or analytics to Customer or to improve the performance of Data Talks products, provided such data does not contain any Personal Data regarding Customer, its employees, customers or Authorized Users.

17. MISCELLANEOUS

- 17.1 The Customer is not entitled to fully or partially pledge or transfer rights and / or obligations under this Agreement. Data Talks always has the right to transfer rights and obligations under this Agreement to another party without the Customer's consent, provided that such transfer is notified prior to the transfer. Data Talks also has the right to transfer rights and obligations to companies included in the Data Talks' corporate group without the Customer's consent. Data Talks also always has the right to transfer the right to payment under the Agreement.
- 17.2 A Party shall be released from liability to compensate loss or from the obligation to perform certain obligations pursuant to this Agreement provided the loss or the omission is due to an event beyond the Party's control ("Force Majeure Events") and the event prevents, significantly obstructs, or delays the performance thereof. The same applies where the loss or the omission is due to delay from a Party's sub-contractors caused by a Force Majeure Event.
- 17.3 A Party which invokes release pursuant to Section 17.2 shall immediately notify, in writing, the other Party thereof. If the circumstances constituting Force Majeure Event continue for more than three (3) months, the non-invoking Party shall have the right to terminate the Agreement in question with immediate effect by written notice.
- 17.4 Processing of Personal Data will be made in accordance with the data processing agreement entered into by and between the Parties.

18. APPLICABLE LAW AND DISPUTE RESOLUTION

- 18.1 This Agreement is governed by the laws of Sweden, without regard to its conflict of law principles.
- 18.2 Disputes arising out of or relating to the Agreement shall be finally settled by arbitration in accordance with the Rules of Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceedings shall be held in Stockholm, Sweden and the language used in the arbitral proceedings shall be Swedish.

* * * *