

EXTENDAGO POS

ExtendaGO POS Subscription Terms and Conditions (updated January 3, 2023)

Introduction

These terms and conditions (the “**T&Cs**”) form an integral part of the agreement (the “**Agreement**”) governing the purchase and use of the ExtendaGO POS software and any modifications made to the software (collectively referred to as the “**Software**”) provided by Extenda Retail AS, corporate registration no: 954165892 (the “**Supplier**”) and used by the customer (the “**Customer**”). The T&Cs are accepted by checking the box “I have read and accepted the terms and conditions” on the Supplier’s website extendago.com and subscribing to the Software.

Authorized Partner Customers

The terms set out in this document apply to direct customers of Extenda Retail who have created their Account on extendago.com. Other terms may apply to customers purchasing their ExtendaGO PAY, ExtendaGO POS, ExtendaGO POS co-branded, or white-labeled solution from Extenda Retail’s partners. Partners can be found on www.extendago.com/partners. In such cases, the agreement is entered into between the customer and the partner and Extenda Retail is not a party to such end-user agreement. However, Extenda Retail requires that the end user must apply and accept the general terms of condition of usage of the Software. As such, the registration, activation, payment, support etc. is handled by the partner.

1. License and Usability

- 1.1. Subject to these T&Cs, the Supplier gives the Customer a non-transferable, non-exclusive, limited-in-time license to use the Software for its business purposes in accordance with the provisions of these T&Cs (the “**Subscription License**”). The Subscription License is conditioned on that the Customer has paid all fees for the Subscription Licence (the “**Subscription Fee**”).
- 1.2. The Software consists of ExtendaGO POS for iPad including possibilities for Kitchen Display and a web-based back office. Functionality is dependent on the relevant subscription type (described on the website <https://www.ExtendaGO.com>).
- 1.3. The Customer undertakes to not:
 - a) modify, reproduce, develop or compile, reverse engineer or otherwise deduce the source code of the Software;
 - b) remove, alter, conceal or obscure any notice of copyright, trademarks or other proprietary rights belonging to the Software; or
 - c) create or attempt to create software that is similar and/or can be confused with the Software.

2. Registration

- 2.1. To obtain the Subscription License, the Customer is required to create and activate a subscription account (the “**Account**”).
- 2.2. The Customer is only entitled to disclose Account information to its users registered on the Account (“**Customer Representative**”).
- 2.3. The Customer is entitled to create user accounts that are linked to the Customer’s Account (“**Sub-accounts**”), for use by the Customer’s Representatives in accordance with these T&Cs. Sub-accounts are created by the Customer itself through the ExtendaGO POS back office. For each Sub-account created, the Subscription Fee increases by a certain amount (specified prior to creating the Sub-accounts). The Customer is fully responsible and liable for the use of the Sub-accounts and that the use is compliant with the T&Cs as if the Customer used the Sub-accounts itself.

3. Free Trial

The free trial is for test usage only, using the free trial for commercial purposes will obligate the Customer to one (1) month of payment for applicable Subscription Fees. This payment includes the right to use the Software for a total of 60 days counted from the commencement of the free trial period.

4. Provision of Support

- 4.1. Basic user support is available via the Supplier’s website and email. Relevant Supplier e-mail address is provided on the support page for each operating country. Such support is included in the Subscription Fee. The Supplier’s ambition is to answer inquiries within a reasonable time.
- 4.2. Unless the Customer has signed a custom-designed agreement for the Software, the Supplier is not responsible for any errors or deficiencies in the technical support, or for any loss or damage of any description, the Customer may incur as a result.

5. Security and Data

- 5.1. The Customer shall ensure (and maintain) the Account’s confidentiality and security for any activity in or through the Account.
- 5.2. The Customer guarantees that the Customer is entitled to upload, transmit and store the information (e.g. in the form of text, images, audio-visual material et al) that it uploads, transmits or stores via the Software.

- 5.3. The Customer shall use the Software only for business-appropriate and legal purposes and is not entitled to use the Software for other measures (including but not limited to uploading, transmitting, delivering, running, or saving malicious code, malware, or illegal content).
- 5.4. The Customer is required to comply with at each time the applicable software or hardware guidelines for ExtendaGO POS and third-party suppliers. Any violation of these T&Cs (including mentioned guidelines) will entitle the Supplier to terminate the Customer's Account.
- 5.5. Any information the Customer submits to the Supplier's website or via the Software can be intercepted by others, even if such information is encrypted. The Customer bears the full risk of hacking, viruses or breaches in relation to its submission and shall indemnify the Supplier in case of any damages caused under such circumstances.
- 5.6. When the Customer creates an account, the Customer simultaneously uploads various requisite business information that is needed to use the Software ("**Account Content**"). The Customer ensures not to, either through its Account or Sub-accounts, upload or allow to be uploaded content to the Software, unless the Customer is entitled to upload the relevant information and use it within the Software. Also, the Customer ensures that such information uploaded shall be free from bugs, viruses or similar interruptions.
- 5.7. The Customer grants the Supplier an unrestricted, non-exclusive, royalty-free, fully-paid, transferable right to use, reproduce, modify, adapt, publish, prepare derivative work of, distribute, publicly perform and publicly display any Account Content and transaction data, worldwide on/in all media to provide and promote the Software and the Supplier's business.
- 5.8. The Customer agrees that the Supplier may collect, use and disclose quantitative data derived from the use of the Software for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed must be in aggregate form only and must not identify the Customer or its users

6. Consulting Services

- 6.1. The Customer may request consulting services to be delivered by the Supplier on a time and material basis or if specifically agreed, at a fixed price, including for example installation, modifications, training, phone support, etc. Supplier shall reply to such requests without unreasonable delay with a high-level description of the service scope, a non-binding price estimate and any conditions regulating the relevant consulting service.
- 6.2. If a delay in the Supplier's delivery has been caused by circumstances relating to the Customer, the Supplier shall be entitled to postpone its obligations within a reasonable time, corresponding to the delay and to

invoice any additional work performed by the Supplier, or for idling resources that could not be reallocated, due to such delay caused by Customer, on a time and material basis.

- 6.3. In the event Customer should find that the Supplier has not delivered consulting services as agreed, Customer shall promptly, and not later than ten (10) business days of becoming aware thereof, notify the Supplier of such deviations and grant the Supplier opportunity to verify such deviations. The Supplier shall, at no additional charge to the Customer, make reasonable efforts to remedy such deviations as soon as possible.
- 6.4. The Customer shall be responsible for providing the necessary resources, personnel as well as technical or other, at the appropriate time, necessary for the Supplier to deliver the consulting services according to the agreed plan. This shall also include the Customer's responsibility for any additional services that need to be in place for which the responsibility lies with the Customer.

7. Customer Obligations

- 7.1. In order for the Supplier to be able to perform its obligations under the Agreement, Customer undertakes, at its own expense, to:
- comply with the Supplier's from time to time applicable security instructions and procedures for using the Software;
 - be responsible for all third-party software and equipment within the Customer's internal IT, web browsers, firewalls etc.;
 - provide all information affecting the Software or required in order for the Supplier to be able to perform its obligations pursuant to the Agreement;
 - perform its obligations and duties with qualified and skilled personnel and sufficient resources;
 - facilitate contacts and escalation with any third parties (if required) for the Supplier's provision of the Software under this Agreement; and
 - restrict access to copies of the Supplier's Software products or any third-party software provided by the Supplier.
- 7.2. The Customer undertakes not to use the Software and in such a manner that prevents or disrupts other computer communications or prevents or disrupts the equipment employed in order to provide and use the Software services. The customer shall not force any electronic barriers or locks which have been adapted for the purpose of protecting the Software.
- 7.3. The Customer shall take all necessary precautions to prevent the introduction of viruses to the Supplier's software products, and to prevent any unauthorized access. Customer must promptly provide the Supplier with any and all details if Customer becomes aware of any unauthorized access, copying, modification or use of the Supplier software products.
- 7.4. The Customer agrees to use the Software for its

intended purposes and shall not use the Software for any unlawful purpose or purpose that could create damage for the Supplier or any third party. The customer shall ensure that all data transferred using the Software complies with all applicable laws and regulations.

- 7.5. The Customer is obliged to obtain and maintain all authorizations and regulatory approvals required by it for the purpose of the parties' cooperation pursuant to the Agreement and any ordered consulting services.

8. Subscription Fees, Invoicing and Payment Terms

Payment

- 8.1. In connection with the registration of the Account, the Customer is obliged to register a debit or credit card, from which the Subscription Fee will be charged on a monthly basis in advance. By purchasing a subscription and entering debit or credit card details, the Customer agrees that the Supplier may withdraw the Subscription Fee in accordance with the selected subscription.
- 8.2. The Customer guarantees that the Customer's debit- or credit card information is correct and up to date. In the event of any change in the Account information or suspicions of abuse, breach of Customer's card security, etc. the Customer shall without delay notify the Supplier.
- 8.3. The Customer authorizes the Supplier to receive payment through a third-party payment provider. If there is any possibility of a chargeback (i.e. a Customer pays with a credit card and subsequently denies the payment) from the Supplier's third-party payment provider (currently ePay), the Customer shall immediately pay to the Supplier the amount that the third party demands, regardless of the reason. In the event of fraud or abuse, it is the Customer's responsibility and duty to reimburse the Supplier for any damage caused to the Supplier due to the fraud or abuse so that the Supplier is fully indemnified.

Invoicing

- 8.4. If the Customer wishes to pay the Subscription Fee through invoicing, this must be separately agreed upon between the Customer and the Supplier. In such case, each invoice shall be due and payable net thirty (30) days from the date of the invoice.
- 8.5. If the Customer fails to make payment by the agreed time, the Supplier shall be entitled to claim interest on any overdue amount, pursuant to the Act No. 100 of 17 December 1976 relating to Interest on Overdue Payments, etc. (Late Payment Interest Act).
- 8.6. If the Customer requests specific invoicing information or a purchase order number for its supplier invoices, such purchase order shall be provided to the Supplier at the latest fifteen (15) days before the date the invoice shall be issued. If such invoicing information has not been duly received, an additional amount corresponding

to 10% annual interest as well as an administrative fee of EUR 50 will be added until the purchase order has been received.

- 8.7. The Customer is the invoicing party for all applicable benefitting parties and/or affiliates under the Agreement. If the Customer requests individual invoicing for beneficiaries and/or affiliates under the Agreement, an additional 7 % of the invoiced amount will be added to each invoice.
- 8.8. Fees for consulting services and expenses shall be invoiced by the Supplier monthly in arrears.

Subscription Fees

- 8.9. All fees are set out in the applicable currency specified when entering into the Agreement.
- 8.10. The Subscription Fee and all other charges are non-refundable.
- 8.11. The Subscription Fee and other charges exclude taxes (such as VAT) and fees outside Norway.
- 8.12. The Supplier reserves the right to change the Subscription Fee at its own discretion taking into account a ninety (90) days' notice period. If the Customer does not accept the change, the Customer must cease to use the Account and the Software, including all Sub-accounts within ninety (90) days from the final date of the notice period. Continued use of the Software beyond the 90-day notice will be deemed acceptance of the announced change in Subscription Fees.

9. Publicity

The Customer agrees that the Supplier may use the Customer's name and logo in press releases, product brochures, financial reports, websites, social media and other promotional materials in any media indicating the collaboration between the Customer and the Supplier.

10. Contract Changes

- 10.1. The Supplier has the right to adjust or amend the T&Cs. The Customer is informed of such adjustments or amendments via the Supplier's website <https://www.extendago.com/terms/>. The Customer is responsible for keeping itself updated regarding the at each time applicable T&Cs.
- 10.2. In case of an adjustment or amendment of material effect, the Supplier shall notify the Customer. By such notice, the adjusted or amended T&Cs shall without further measures replace the previous T&Cs and form an integral part of the Agreement.
- 10.3. In the event of material changes to the T&Cs, the Customer is entitled to terminate the subscription to the Software within thirty (30) days of receiving the notice of the material change.

10.4. All other contract changes shall be handled as follows. If a party wishes to make any change to the Agreement, such party shall submit details of the requested change to the other party in writing. The parties shall discuss a requested amendment, modification or change diligently, in good faith and at the pace required taking the potential impact on each of the parties into consideration.

10.5. The Supplier may invoice Customer for the cost of examining requests for changes and for the processing of quotations, as consulting services, subject to Customer's prior approval. Such agreed changes to the Agreement shall be documented in writing by authorized representatives of the parties.

11. Third-Party Functionality and Software

11.1. The Software will only function properly if it is used together with hardware approved by the Supplier. The Customer is responsible for the integration between the hardware and the Software and for any integration between the Software and any third-party software.

11.2. Pre-conditions for Software functionality: The Customer must have at least:

- (a) one iPad,
- (b) a wireless network that is available where ExtendaGO POS devices, e.g. terminals, printers and other hardware, shall be used (printer and cash drawer require a LAN connection), and
- (c) an active Customer Account.

11.3. The software is only compatible with the payment systems and HW-equipment shown and sold in ExtendaGO's web stores (individual per market or country).

11.4. The Software transfers encrypted data between the Customer and the Customer's payment system, including the Customer's payment system's network and bank. The Customer, therefore, accepts that the use of the Software may be subject to terms and conditions in addition to these T&Cs determined by a third party and that the Supplier is not responsible or liable for any performance under such third-party terms and conditions.

11.5. The Supplier is not responsible for any crashes, incompatibility or damage of any kind caused by third-party systems and services, including, but not limited to, operational disruptions for the Customer's mobile devices, mobile operator or payment system.

11.6. By accepting these T&Cs, the Customer also confirms and accepts the linked terms and conditions from third-party suppliers listed below (only if applicable) and the Customer undertakes to inform its users about the content of the third-party terms: Fully integrated loyalty and communication platform, Diller®. Link to terms and conditions: <https://terms.diller.no>

11.7. The Software may contain links to third-party websites as a service to the Customer and does not, therefore, imply that the Supplier has approved the content nor assumes any liability for the legality of the content.

11.8. The use of third-party websites via a hyperlink is at the Customer's own risk as the content is outside the Supplier's control. The Supplier is not liable for any loss or damage due to the use of hyperlinks or third-party websites.

12. Audit Rights

12.1. The Supplier is entitled to audit the Customer's compliance with the Agreement. During such an audit, the Supplier may verify the usage data and other information affecting the calculation of the Subscription Fee. Such an audit will be conducted in a manner that minimizes disruption to the Customer's business and will be conducted during the Customer's normal business hours. The Customer agrees to provide records, system tools output, and other electronic or hard copy system information necessary for such audit. If any deviations are discovered during the audit, the Customer shall pay the costs for the audit.

13. Intellectual Property Rights

13.1. The Supplier, or its group companies, is the sole owner of any and all copyrights and intellectual property rights to the Software. The Software is subject to these T&Cs and is licensed to the Customer, not sold. The Customer acknowledges and agrees that the title to the intellectual property right is not transferred under this Agreement.

13.2. The Supplier explicitly reserves, without limitation, the right to market, promote, distribute, sell, and grant licenses for the Software to other customers. All rights not expressly granted by the Supplier to the Customer under these T&Cs are reserved for the Supplier.

13.3. The intellectual property rights to any developments of the Software (whether ordered by the Customer or not) will be the sole property of the Supplier.

13.4. The Customer shall not copy, distribute, pledge, lease, transfer or take any other action regarding the Software to any third party except what is allowed under this Agreement. The Customer shall not make changes to, disassemble, develop, decompile or use any other measures to try to recreate the source code of the Software or any part of it.

13.5. The Supplier shall be the sole owner of and shall have the exclusive right to all amendments made to the Software. The Supplier will also retain the intellectual property rights to any updates etc. of the Software.

13.6. Any mark, trademark or other recognition of the ownership of intellectual property rights in the Software cannot be amended or removed by the Customer.

13.7. Any ideas, suggestions, feedback, art or other information or work ("**Feedback**") the Customer

develops during its use of the Software shall be seen as the Supplier's intellectual property.

- 13.8. The Supplier is not obliged to review Feedback; but is free to use, publish and/or redistribute Feedback in whole or in part and in any form for the commercial benefit to improve the Software or for another purpose and will provide no compensation of any kind (e.g. royalties) for such Feedback.
- 14. Term, Termination and Effects of Termination**
- 14.1. This Agreement enters into force on the date the Customer creates the Account.
- 14.2. Where the Customer is paying the Subscription Fee by credit card, either Party may terminate the Agreement at any time by the end of a month subject to 30 days' written notice.
- 14.3. Where the Customer is paying the Subscription Fee by invoice in accordance with Section 8.4, either Party may terminate the Agreement at any time by giving 12 months' prior written notice to the other Party.
- 14.4. In the following situations, the Supplier may, without notice and without liability, terminate and discontinue the Customer's access to the Software and the Customer's Account, including any associated Sub-accounts:
- the Customer violates the T&Cs;
 - upon a request by the police, prosecutor or other public authorities;
 - upon the Customer's own request; or
 - the Customer fails to pay the Subscription Fee in advance for two consecutive months.
- 14.5. If the Customer's access to the Software and/or the Account, with associated Sub-accounts, is interrupted pursuant to section 14.2, the Supplier is entitled to:
- delete the Customer's Account and associated Sub-accounts and discontinue the Customer's access to the Software and any information, features and other data associated with the Account;
 - delete the Customer's password and retain all related information, files and content associated with or within the Customer's Account and associated Sub-accounts (or parts thereof); and
 - actively prevent the Customer's access to the Software in the future, either through an alternative account or otherwise.
- 14.6. Upon termination of an Account, regardless of whether the Customer or the Supplier terminates the account, the associated Sub-accounts will also be terminated.
- 14.7. The Supplier is not liable to the Customer or any third party for consequences of termination pursuant to sections 14.2, 14.3 and 14.4, including information within or associated with the Customer's Account or Sub-accounts, or for any loss or damage of any kind as a result of such termination. As a result, the Customer is

obliged to indemnify the Supplier for any claims made by third parties in connection with the termination.

15. Limitation of Liability

- 15.1. Neither party shall be liable for indirect damages, including but not limited to, loss of data, loss of profit, loss of revenues or expected savings, loss of production, loss of goodwill, third-party losses or other indirect losses, regardless of its nature, under the Agreement.
- 15.2. Each Party's total aggregate liability under the Agreement shall for each contract year be limited to fifteen (15) percent of the total Subscription Fees actually paid by the Customer during the contract year in question for the Subscription License prior to the date on which the event or cause of the claim occurred.
- 15.3. Supplier shall not be liable, i.e. shall not face sanctions, for an incident or a breach of contract, caused as a result of:
- issues with and/or errors in hardware equipment, network components, software or services that lie outside of Supplier's Software, such as disturbance of Customer's access to the Internet or other errors that impede data traffic;
 - customer's use of the Software with equipment, software or accessories other than those prescribed by Supplier in a manner that affects the working of the Software, or alterations or internal adjustment by Customer not in accordance with Supplier's instructions;
 - customer having provided erroneous, incomplete, corrupt or inadequate data to Supplier or into any of the Software;
 - an error in any off-the-shelf third-party software or services provided by Supplier as part of its services that is not possible for Supplier to circumvent using reasonable commercial efforts, thus appropriate to remedy with the assistance from the relevant third-party software provider (e.g. a bug fix);
 - a virus attack or zero-day vulnerability (by which is meant for example the phenomenon initiated by any third party in order to create load, modify, destroy or threaten to destroy data or programs), provided that Supplier has taken adequate protective measures against viruses and used such protection software;
 - negligence on the part of Customers, their staff or a third party;
 - faults in the Software for the Customer's use (including use of its Customer Representatives), or for any loss the Customer may incur in connection with the use of the Software, including, but not limited to, damage to the Customer's other hardware, data loss, etc.; or
 - damage to the Customer's hardware or other property (including information the Customer submits to the Supplier's website or via the

Software, even if such information is encrypted), regardless of whether it is caused by a virus or similar due to the Customer's access to, or use of, the Supplier's (including its Representatives) website or the Software.

- 15.4. The Supplier is only liable for product liability pursuant to the mandatory provisions under the applicable Product Liability Act. Any liability for product damage on any other basis is hereby explicitly excluded. Any use is at the Customer's own risk.
- 15.5. The Supplier can provide the Customer the opportunity to participate in the beta testing of new features that have not yet been thoroughly quality assurance tested. If the Customer accepts an offer from the Supplier to participate in such a beta test, the Customer may not hold the Supplier liable for any loss or damage the Customer may incur as a result of such participation, including, but not exclusively, damage to computers, mobile phones, tablets or other devices, or data within or associated with the Customer's account.
- 15.6. The Software is provided as is, and the only warranty from the Supplier is that Software substantially functions in accordance with the documentation provided under this Agreement.
- 16. Indemnification**
- The Customer is obliged to indemnify the Supplier from any claim arising from a third party as a result of the Customer's (or its Representatives) use of the Software, violation of these T&Cs or infringement of third party rights.
- 17. Subcontracting**
- The Supplier may use any subcontractor for the performance of its obligations under the Agreement. The Supplier is fully responsible and liable for all acts (including omissions) of its subcontractors and shall cause each of its subcontractors to comply with all applicable obligations, terms and conditions of the Agreement.
- 18. Force Majeure**
- 18.1. If a party is prevented from fulfilling its obligations under the Agreement, due to a circumstance beyond that party's control, including, without limitation, labor conflict, lightning, fire, war, terror attack, hacker attack, data virus, ransomware, malicious code, zero-day vulnerability, natural disasters, confiscation, currency restriction, official decree, riots, public utility failures, amendment of rules to public authorities, interventions by public authorities, new legislation, a decision by a court, limitations regarding transportation, fuel, supplies, connectivity, telecommunication, or energy and fault or delay from supplier or subcontractor for the same reasons as above or any other similar circumstance preventing such party from fulfilling its obligations

("Force Majeure"), then this shall constitute a ground for release resulting in an extension of the deadline for performance and release from liability for damage and other sanctions while such circumstances persist.

- 18.2. In the event it would, due to Force Majeure, be significantly more difficult or financially burdensome for the Supplier to perform its obligations under this Agreement, then this shall constitute a ground for release resulting in an extension of the deadline for performance and release from liability for damage and other sanctions while such circumstances persist.
- 18.3. The party affected by Force Majeure shall without undue delay notify the other party in writing, specifying the reason for the inability to perform in accordance with the Agreement.
- 18.4. If, as a result of Force Majeure, the fulfillment of an obligation is delayed by more than ninety (90) days, either party shall be entitled to terminate this Agreement with immediate effect without incurring any liability.
- 19. Processing of Personal Data and Information Security**
- 19.1. Definitions in this section 19 will, where applicable, have the same meaning as in the General Data Protection Regulation (EU) 2016/679 ("GDPR"). GDPR together with others at each time applicable data protection legislation is jointly referred to as the "Data Protection Legislation".
- 19.2. During the provision of the Software to the Customer, the Supplier will process personal data on behalf of the Customer, whereas the Supplier acts as a processor and the Customer acts as a controller.
- 19.3. By accepting these T&Cs, the Customer instructs the Supplier to process personal data in the following manner: i) only in accordance with the Data Protection Legislation and the decisions and guidelines/general advice published by the supervisory authority; ii) to fulfill the Supplier's obligations under these T&Cs; and iii) in accordance with the provisions of this section 19.
- 19.4. When providing the Software, the Supplier may process the following personal data:
- Categories of data subjects: Customer and Account users.
 - Categories of personal data: contact information.
- 19.5. The Supplier shall ensure confidentiality, integrity and availability of personal data in accordance with the provisions of GDPR and Data Protection Legislation. Further, the Supplier has or will:
- ensure that its employees or consultants who come into contact with personal data processed under these T&Cs are covered by confidentiality agreements that correspond to the confidentiality required under the Data Protection Legislation;

- b) carried out organizational and technical measures to ensure a reasonable level of security in relation to the risk that the processing entails and the type of personal data to be protected, in particular customer and user data;
- c) assist the Customer in ensuring compliance with the obligations pursuant to articles 32 to 36 GDPR, taking into account the nature of processing and the information available to the Supplier;
- d) assist the Customer with appropriate technical and organizational measures, as far as possible, considering the nature of the processing of personal data and the information available to the Supplier, and assist the Customer in its obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR;
- e) promptly and without unnecessary delay, cooperate with the Customer, so the Customer is able to fulfill what is stated in GDPR regarding the disclosure of information to the supervisory authority and data subjects in relation to personal data incidents; and
- f) the Supplier shall, without undue delay, notify the Customer of i) requests from a data subject regarding the disclosure of personal data controlled by the Customer; or ii) requests from the supervisory authority regarding the disclosure of personal data related to the Customer.
- 19.6. The Supplier is given general authorization to engage sub-processors for the performance of the Supplier's processing of personal data in regard to the provision of the Software to the Customer. However, the Supplier shall inform the Customer of any plans regarding the engagement of new sub-processors, or replacement of sub-processors.
- 19.7. In the event that the Supplier engages a sub-processor for the processing of personal data on the Customer's behalf, the Supplier and the sub-processor shall enter into a written data processing agreement that imposes equal obligations on the sub-processor as those specified in this section 19.
- 19.8. If the Supplier, with the Customer's approval, engages a sub-processor outside the EU/EEA, legal grounds for the transfer to a third country shall be secured, for example through a data processing agreement and shall consist of a so-called "**Data Transfer Agreement**" containing the existing standard data protection clauses (adopted by the EU Commission at any given point in time or which has been adopted by a supervisory authority and approved by the EU Commission in accordance with the examination procedure referred to in article 93.2 of the GDPR). The processor is hereby given the mandate and mission to enter into a Data Transfer Agreement on Customer's account in such case.
- 19.9. The Customer confirms that:
- a) it handles the personal data according to the Data Protection Legislation;
- b) it has the lawful basis to process the personal data and submit them to the Supplier (including any sub-processors that the Supplier uses);
- c) it is solely responsible for the accuracy, content, reliability and legality of the personal data processed by the Supplier under the Agreement; and
- d) it has fulfilled its obligations to provide relevant information to data subjects regarding the processing of personal data according to the Data Protection Legislation.
- 19.10. The provisions regarding liability and limitation of liability in these T&Cs apply to damages attributable to the Supplier's processing of personal data in breach of the relevant terms set out hereunder or the Data Protection Legislation.
- 19.11. For the avoidance of doubt, administrative fines are imposed on the party in breach of its obligations and, in consequence, neither party will bear the other party's administrative fines.
- 19.12. The Supplier shall be entitled to remuneration from the Customer if the Customer should request the Supplier's assistance to comply with the Customer's own obligations under the Data Protection Legislation, for example responding to requests from data subjects. The Supplier shall be entitled to compensation on a time and material basis at the hourly rates at each time charged by the Supplier, and shall also be entitled to compensation for any documented direct cost.
- 19.13. This section 19 is valid during the time that the Supplier processes personal data on behalf of the Customer, which shall cease upon the expiry of the Customer's subscription and use of the Software under this Agreement. Upon such expiry, the Supplier will, in accordance with the Customer's instructions, delete or return processed personal data if the Supplier is not obliged to process the personal data under applicable legislation. The Supplier is entitled to compensation for a reasonable cost and time spent deleting/returning processed personal data.
- ## 20. Confidentiality
- 20.1. Each party hereby undertakes not to directly or indirectly exploit or reveal to a third party any Confidential Information that a party has received as a result of or pursuant to the Agreement unless otherwise agreed to by the other party in writing. "**Confidential Information**" means any information in any form, e.g. any technical information, financial information or business information about a party or its affiliates or their users, that is of a confidential nature, whether stated to be confidential or not, that a party receives or gets access to (digitally, orally, in writing or in any other form) in connection with the Agreement.
- 20.2. Confidential Information shall however not include information which (i) is publicly known or available at the

time of disclosure or later becomes part of the public domain, other than by breach of this Agreement; (ii) that a party can prove was in its possession before the time of disclosure, other than through a third party's breach of any obligation towards the other party; (iii) is lawfully disclosed to a party by a third party without any duty of confidentiality; or (iv) was developed by a party, independently and without by any means using or relying upon any part of the Confidential Information.

- 20.3. A party shall be entitled to disclose any Confidential Information that such party is required to disclose by (i) law, rule or regulation; (ii) decision of a court or tribunal; (iii) a rule of a listing authority or stock exchange; (iv) a governmental authority or other authority with relevant powers to which such party is subject; or (v) with the other party's written approval.

21. Notices

- 21.1. Any notice required or permitted to be given by either party under the Agreement shall be in writing and may be delivered by hand or courier sent by registered post or sent by e-mail to extendago@extendaretail.com if to the Supplier and to the e-mail address the Customer has at each time provided in its Account, if to the Customer.
- 21.2. A notice shall be deemed to have been received: (i) at the time of delivery, if delivered by hand, registered post or courier; or (ii) at the time of receipt to the recipient's e-mail address if delivered by e-mail.

22. Miscellaneous

- 22.1. **Entire Agreement.** The Agreement constitutes the entire agreement between the parties, and supersedes and extinguishes any and all previous understandings, representations, warranties and agreements between the parties (whether written or oral) relating to its subject matter, except where an express reference is made thereto.
- 22.2. **Assignment.** The Agreement may not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the previously mentioned, the Supplier shall be entitled to assign the Agreement to a company in the Supplier's group.
- 22.3. **Independent Parties.** The parties are independent, and nothing in the Agreement shall be construed to appoint either party as an agent, partner, joint venture or representative of the other party or to grant to either party any right to bind the other party in any way.
- 22.4. **Non-solicitation.** During the term of this Agreement and for a period of six (6) months following termination, neither party shall, without the other party's prior written consent, solicit for employment any employee or other representative of the other party who has at any time been engaged in the performance of any services provided under the Agreement. However, this restriction shall not apply to any person who (without having been

previously approached directly or indirectly) responds to a general recruitment advert placed by (or on behalf of) the new employer. If either party breaches this clause, the breaching party shall pay to the other party liquidated damages in an amount equivalent to two (2) times the employee's new annual gross salary in recognition of the disruption that such breach would cause to the other party's business. Each party acknowledges that this provision is a fair and reasonable term intended to be a genuine assessment of the loss likely to be suffered as a result of a breach of this clause.

- 22.5. **Survival.** The expiration or termination of the Agreement shall not affect or prejudice any provisions of the Agreement that are, expressly or by implication, provided to continue in effect after such expiration or termination.

23. Governing Law and Dispute Resolution

- 23.1. This Agreement shall be governed by Swedish law.
- 23.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. The Parties undertake and agree that all arbitral proceedings conducted with reference to this section 23 will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings.