Qarma Subscription Terms

1. INTRODUCTION

1.1 These Terms applies to any agreement between Qarma ApS (hereinafter the "Provider") and the subscribing Party, as described in the Order Form (hereinafter the "Subscriber") concerning the use of Qarma's Application.

1.2 Use of the Application is only permitted in accordance with these Terms and to the extent agreed between Provider and Subscriber, including in relation to the functionalities of the Application and other agreed restrictions of use, e.g. regarding quantities, as described in the Order Form.

2. DEFINITONS

2.1 In the Agreement, unless otherwise specifically stated, the following definitions are used:

Application shall be Qarma's services, including connected software services.

Agreement shall be the Order Form, these Terms and other appendices, as described in the Order Form.

Inspections shall be a review of certain properties, as used in the Application. For combined Inspections, each individual inspection is considered and Inspection. An Inspection is considered to be within a specific period, e.g. a subscription period, when its end date is within such period.

Order shall be a Subscriber specific order, with at least one Inspection as used in the Application.

Parties shall be the Subscriber and the Provider together.

Party shall be each of the Subscriber and the Provider

Product shall be a unique item number as used in the Application, which has at least one Order with a date in the subscription period.

Production Unit is a Subscriber specific production unit as used in the Application. A Tier 1 Production Unit is defined as a Production Unit with no downstream relationships as defined in the Application.

Terms are these Qarma subscription terms.

Usage Limitation shall be an agreed limitation of usage based on quantity, e.g. a certain number of Inspections, Orders or Products, cf. the Order Form.

3. ACCESS AND USE

3.1 Through the Agreement the Subscriber is granted a right to access and use the Application in accordance with these Terms and within the agreed Usage Limitation, cf. the Order Form, during the subscription period.

3.2 The Subscriber may only use the Application for its own internal business purposes and to process data related to the Subscriber's own business, unless otherwise is explicitly agreed. The Agreement is for the sole benefit of the Subscriber and the Provider and their permitted assigns, and nothing in the Agreement, is intended to or shall confer upon any other legal or physical person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

4. SUBSCRIPTION PERIOD

4.1 The subscription period is defined in the Order Form, as is the agreed date for commencement of the subscription period. At the expiry of the subscription period, a new 12-month subscription period shall be initiated, unless a) the Agreement has been timely terminated prior to this or b) the Subscriber in writing informs the Provider, that the Subscriber does not wish to continue the subscription, no later than 14 days after initiation of the new subscription period.

4.2 Either Party may terminate the subscription with three months' notice to the expiry of a subscription period.

4.3 If a trial period has been agreed, the first subscription period shall commence, when such trial period ends. During the trial period, the Subscriber may use the Application in accordance with these terms. However, the Provider shall during the trial period have no obligation to provide backup of data and shall have no liability during the trial period. Both the Subscriber and the Provider may at any time end the trial period. The Provider shall however only end the trial period before the agreed expiry of the trial period upon a written notice of no less than 14 days.

5. FEES AND TERMS OF PAYMENT

5.1 All fees amounts and charges are exclusive of VAT (value added tax), sales taxes and other possible direct or indirect taxes of equivalent effect. If such taxes etc. are applicable these shall be paid by the Subscriber.

5.2 All fees and amounts are exclusive of transaction costs and charges of equivalent effect, which if applicable shall be paid by the subscriber.

5.3 Subscription fees shall be paid for in advance.

5.4 The Subscriber shall pay the travel expenses related to training and implementation. All such costs are to be approved by Subscriber before defrayed and shall be invoiced by Provider in arrears.

5.5 All invoices are due for payment 30 days after invoice date. If an invoice has not been paid 30 days after the invoice date, the Provider is entitled

to an interest of 2% per commenced month of non-payment regarding any outstanding amount, from the due date until payment is received. Such interest falls due immediately.

5.6 Non-payment of any outstanding amount is considered material default. Should the Subscriber not have paid a due invoice for 30 days after the due date, cf. section 5.5, the Provider may prevent any use or access to the Application and the data stored in the Application until any due payment has been received in full, including any due interest, without any liability towards the Subscriber.

5.7 Under no circumstances shall prepaid fees be refunded.

5.8 The Provider may change the agreed fees with a 4 months' written notice. Such change in fees shall be effective as of commencement of the subsequent subscription period. Any concerns of the Subscriber related to fee changes, should be raised with the Provider in due time before commencement of the subsequent subscription period. If the Subscriber cannot accept the fee-change, the Subscriber may at any time terminate the Agreement, in accordance with section 4.2.

6. USAGE LIMITATION

6.1 Unless a fixed fee for the subscription period has been agreed, the subscription includes an Usage Limitation. Regardless that such Usage Limitation in the Agreement may be indicated for a different period, e.g., on a monthly basis, the included Usage Limitation is always calculated for a 12 months subscription period.

6.2 During the subscription period, if the Subscriber exceeds the annual Usage Limitation agreed for the subscription period, additional use will be invoiced at a fee equal to the average fee for use during annual period in which the Usage Limitation was exceeded. The Parties shall, in such situations, renegotiate the annual Usage Limitation and the adhering fees for the remainder of the subscription period.

6.3 The Subscriber cannot change the Usage Limitation within a subscription period but may request a renegotiation of the Agreement with a 1 month notice for the following subscription period. If the Usage Limitation has been, or must be expected to be, exceeded by the Subscriber by 30% or more, the Parties are to re-negotiate the Usage Limitation and associated fees for the subsequent subscription period.

7. AVAILABILITY AND SERVICE LEVEL

7.1 The Provider aims at providing the best possible availability of the Application but does not issue any guarantees in this regard .

7.2 All scheduled maintenance will be done, as far as possible, with minimum disturbance to the Subscriber. Scheduled maintenance will be performed, to the extent possible, during weekends (Saturday 00h00 until Sunday 23h59

(UTC+1)) or on weekdays between 19h00 (UTC+1) and 00h00 (UTC+1) (hereinafter the Service Window). The Application may be unavailable during the Service Window, and the Provider may be forced to make the Application partly or entirely unavailable due to security reasons or to correct critical errors outside of the Service Window in order to protect the system, the Application or the Subscribers data. If the Application will be unavailable during a Service Window, the Provider will, to the extent possible, advice the Subscriber online or by prior e-mail.

8. SECURITY MEASURES

8.1 The Provider shall implement appropriate technical and organisational security measures in relation to the Application and the operation thereof. The provider is, and shall continue to be, ISO 27001 certified, and shall ensure, that all organisational and technical controls from ISO 27001 are implemented. Regarding security measures in place, to protect personal data, please refer to the Qarma Data Processor Agreement, cf. appendix 2.

8.2 If the Provider becomes aware of any breach of security in relation to the Application or services, the Provider shall notify the Subscriber without undue delay of such breach. Such notification shall, to the extent possible, describe the nature of the breach, any mitigating measures performed or planned to be performed by the Provider. For notification in relation to personal data breach, please refer to Qarma Data Processor Agreement, cf. appendix 2.

9. SUPPORT

9.1 The Provider provides support by e-mail, unless otherwise agreed with the Provider. Support is available during Support hours; Monday-Friday from 09h00 (CET) to 16h00 (CET) and 09h00 (GMT+8) to 16h00 (GMT+8). The Provider will respond as quickly and reasonably possible. Support is available via https://support.qarmainspect.com/ and support@qarmainspect.com.

9.2 Support is limited to replies to questions regarding the behaviour and functionality of the Application and does not include training or consultancy on what the Application is used for. Questions regarding data and data integrations with Qarma are also supported.

10. CORRECTION OF ERRORS

10.1 Any experienced problems, defects or errors regarding the Application or the operating thereof, shall be notified to the support team of the Provider, cf. section 9, as soon as possible. The Subscriber shall specify the problem, defect or error and if necessary, show how it occurs.

10.2 The Provider aims to maintain continuous operation, including to continuously maintaining the Application by correcting errors and

inconveniences. Errors or defects shall be corrected by the Provider as soon as reasonably possible, also taking into account the seriousness of the error or defect in question and the possible consequences of the error or defect, for the Subscriber. No specific time-limit for error-correction is guaranteed.

11. MODIFICATION OF THE SERVICE

11.1 The Provider may continuously make smaller modifications to the Application including its functionality, provided that such modifications does not cause material inconvenience for the Subscriber. Also, the Provider may make modifications to the Application, which may cause inconvenience to the Subscriber, if this is due to changes in legislation, security reasons or other major external factors. Such modifications are accepted by the Subscriber by acceptance of these Terms.

11.2 The Provider may introduce major modifications to the Application, which may even cause material inconvenience for the Subscriber, with 6 months' written notice. If the Subscriber cannot accept such major modifications, the Subscriber may terminate the Agreement no later than 60 days after the date of the notification, for expiry at the expiry of the above 6-months' notice. When terminating in such situation the Subscriber is, regardless of section 5.7, entitled to a proportional refund of prepaid subscription fees, but is not entitled to any other payment or compensation, including for damages.

12. DATA EXTRACTION AND DELETION OF THE CUSTOMER'S DATA

12.1 The Subscriber can at any time, until such time, where the data is deleted, order an extract of the Subscriber's data stored in the Application to be provided in a standard format chosen by the Provider. After having received such request from the Subscriber, the data extraction shall be provided within reasonable time, which shall not be longer than 14 days. For providing such extract of the Subscribers data, the Provider is entitled to a payment equal to one month's subscription fee.

12.2 Following termination or expiry of the Agreement, the Subscriber's data shall be deleted after 30 days, unless the Subscriber in writing request the Provider to store the data for longer. The Provider may require a fee for such prolongation of storage. Such deletion shall include any backups of the Subscriber's data. The Provider may retain any anonymised data for use, cf. section 14.5. Processed personal data is handled in accordance with the Qarma Data Processor Agreement.

12.3 Any logging of use of the Provider's Application, is stored for a period of 120 days after the logged action have taken place. Following termination or expiry of the Agreement, the last entry of the Subscribers use of the Application will be deleted 120 days after the termination or expiry.

13. PERSONAL DATA

13.1 When the Provider, as part of providing the Application and its services to the Subscriber, processes personal data on behalf of the Subscriber, the Provider is a data processor in the sense of EU personal data legislation. In this regard, the Qarma Data Processor Agreement, which can be found at the address stated in the Order Form is an integral part of the Agreement.

14. CONFIDENTIALITY

14.1 Both the Provider and the Subscriber shall keep confidential the other Party's Confidential Information unless such information is already publicly known. In this regard, "Confidential Information" shall mean information in any form, whether oral, written, electronic, or on another medium, which is confidential or proprietary, including information consisting of or relating to the other Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, strategic partners, and any other information, which must reasonably be considered to be confidential, regardless whether the information is marked, designated or otherwise identified as 'confidential', including any information being processed by the Provider on behalf of the Subscriber. The Provider may use the subscriber's confidential data, as described in section 15.2.

14.2 The Provider may make public information on the Subscriber being a customer of Provider's. The Provider is not allowed, without consent of the Subscriber, to refer potential customers to contact the Subscriber.

14.3 Any Subscriber-specific terms of the Agreement shall be treated confidentially and shall not be disclosed by the Subscriber to any third party.

14.4 The Subscriber is obliged to keep usernames and passwords confidential and is responsible for any user designated by the Subscriber keeping such credentials confidential. If the Subscriber or a user loses their username or password, or if there is a risk that these have been disclosed to unauthorised persons, these can be changed by contacting the Provider's support, cf. section 9.

14.5 The Provider shall notwithstanding the above and section 15.2, be entitled to collect data for developing, improving and maintaining the Application, developing new functionalities, and for statistical purposes provided the Subscriber's data is duly anonymised, meaning that no person or entity can be directly or indirectly identified from the data.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Copyright and all other intellectual property rights to the Application, printed materials and any copy of the Application, including images, photos, animations, video, sound, music, text and other programs incorporated in the Application are the

property of the Provider or its respective owner, from which the Provider has obtained a right of use.

15.2 The rights to the data entered by the Subscriber into the Application shall remain with the Subscriber. The Provider may however use such data as described in the Agreement, including for providing the Application and its services to the Subscriber.

15.3 The Provider warrants that the Application and services provided do not infringe on the intellectual property rights of any third parties. The warranty is subject to the condition, that the Subscriber notifies the Provider immediately in writing, should the Subscriber in any way become aware of any infringement of such rights, and that the Subscriber provides the Provider with any necessary assistance for the purpose of any proceedings.

15.4 If the Provider is met with or has substantiated reason to suspect that it will be met with claims, sanctions, or enforcement of any kind, due to the Subscriber's use of the Application or services provided, the Provider is entitled to either suspend the Subscriber's use of the Application and services, and/or to terminate the Agreement. The Provider shall to the extent reasonably possible, provide the Subscriber with a warning of such suspension or termination, but may both suspend the Subscribers use of the Application and services and/or terminate the Agreement without warning or notice, if deemed necessary by the Provider. Should the Provider suspend the Subscriber's use of the Application and services or terminate the Agreement by the Provider in situations covered by this section 15.4, the Subscriber shall, notwithstanding section 5.7 be entitled to a proportional refund of any prepaid subscription fee, based on the period in which the Application and services cannot be used by the Subscriber for such reason, but shall have no other claims towards the Provider. Such suspension or termination shall not in any way be considered default of the Provider, and the Provider shall not be liable for any damages or losses due to this.

16. FORCE MAJEURE ETC

16.1 The Provider shall not be liable for any damages or losses, which are direct or indirect consequence of the Provider not being able to fulfil its duties according to the Agreement due to a force majeure event. Force majeure events are e.g., war, mobilisation, terror attacks, natural disasters, strikes, lockouts, fire, flooding, weather conditions or other external water damage, import and export restriction or other restrictions by authorities, virus- and cyber-attacks, power failure, failure in and/or breakdown of a third party´s teleconnections and other unforeseen events that the Provider could not have prevented with reasonable measures including force majeure of a sub-contractor.

17. DEFAULT

17.1 If either of the parties materially defaults on the Agreement, including these Terms, the non-defaulting Party is entitled to terminate the

Agreement for cause upon written notice provided the default has not been rectified, or the use of the Application restored within 30 days, from notifying the defaulting Party of the default in writing.

17.2 If the Agreement is terminated by the Subscriber for cause, cf. section 17.1, the Subscriber is, regardless of section 5.7, entitled to a proportional refund of the prepaid subscription fee.

18. LIMITATION OF LIABILITY

18.1 The Provider disclaims any responsibility or liability in relation to the Subscribers use of the Application, including the Subscribers use of data and results deriving from it, as well as unforeseen consequences of using the Application. The Provider further disclaims any responsibility or liability in relation to translations provided in either the Application or otherwise.

18.2 The Provider disclaims any liability regarding special, consequential or punitive damages or indirect losses, including, but not limited to, for lost earnings, interruption of business, lost business information, as well as other losses resulting from the use of the Application, difficulties with, or lack of possibility of using the Application, as well as losses resulting from defects or errors in the Application. This also applies if the Provider has been notified of the possibility of such losses occurring.

18.3 Except where a liability of the Provider towards the Subscriber follows from gross negligence or wilful misconduct of the Provider, the Provider's total aggregate liability towards the Subscriber is limited to an amount, equal to the subscription fee which the Subscriber has paid to the Provider during the 12 months prior to the event giving rise to the liability.

19. TRANSFER OF RIGHTS AND OBLIGATIONS

19.1 At any time, the Provider shall have the right to transfer its rights and obligations according to the Agreement in full or in part to any third party. The Subscriber shall only be allowed to transfer its rights and obligation to a third party with the prior written consent of the Provider. Such consent is not to be unreasonably withheld by Provider.

20. CHANGES TO THESE TERMS

20.1 The Provider may make changes to these terms with a 4 months' written notice. Such revised terms shall be effective as of commencement of the subsequent subscription period.

20.2 Any specifically agreed changes or variations to these terms, shall be agreed in writing between the Subscriber and the Provider.

21.   DISPUTES

21.1   Any legal dispute deriving from the Agreement, these Terms, or the use of the Application shall be settled in accordance with this section 21, and shall be settled in accordance with the material law of the jurisdiction of the Provider, except for such law's rules on international choice of law.

21.2   Any dispute, cf. section 21.1, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. Unless otherwise specifically agreed between the Parties, the matter shall be settled by one arbiter, the language of the arbitration shall be English, and the place of arbitration shall be Copenhagen, Denmark.

21.3   Notwithstanding the above section, if the subject matter of a dispute between the Parties, has a value, which is equal to or less than either EUR 35.000 or USD 35.000, the Party filing the matter, may choose to do so with the ordinary Danish courts, at the legal venue of the Provider.