

These Terms of Use (the "Terms") which govern the use of our Services (as defined below) have been entered into between Dcipher Analytics AB ("DA", "we", "us" or "our") and affiliates, Swedish registration number 559169-9268, a company incorporated under the laws of Sweden, and you or the entity you represent ("Customer", "User" or "you").

1 DEFINITIONS

- 1.1 The following words and phrases shall, in this Agreement, have the meaning assigned below:

the "Site" refers to the domain and all eventual sub-domains of dcipheranalytics.com

"Dcipher" refers to our company; our Site; our Service; or a combination of all or some of them, depending on the context in which the word is used.

the "Service" refers to any of the services that we provide.

"User" refers to any user of the Service

"User Account" refers to the personal password protected account used to identify specific Users of the Service.

"Subscription" refers to the Customer's right to use the Service, and the individual conditions that apply for such Customer.

"Content" refers to all texts, graphics, videos, pictures and all other information that the Customer, as well as its Users, uploads, publishes or in other ways makes available for others at or via the Service.

"Original Content" refers to original content of the Service, such as code, texts, graphics, videos, pictures and all other information provided by Dcipher.

"Security Assessment" refers to performed application security audits and adaptations according to requirements in Application Security Verification Standards.

"Subscription period" starts from the day of subscribing to Dcipher (or acceptance of a Main Agreement when applicable) and continues in force until terminated by either the Customer or DA.

"Third Party Sites" refers to any site not provided by Dcipher.

2 THE SCOPE OF THE SERVICE

- 2.1 The Service is offered as a SaaS service available through the site www.dcipheranalytics.com, tailored sites, or mobile apps. The Service is a technical platform built on both inhouse-developed and open-source machine-learning algorithms that allows users to analyse structured and unstructured data (text, voice, images etc), build models, and visualise results.

- 2.2 Dcipher is provided as a Software as a Service-solution (SaaS) and local installation is not necessary for using the Service. However, it requires the latest versions of browsers Internet Explorer, Microsoft Edge, Firefox, Chrome or Safari for optimal functionality. Dcipher owns the right to discontinue support for older versions of browsers and mobile operative systems (such as iOS and Android) when updating Dcipher.

- 2.3 The Customer is granted a non-exclusive and non-transferable Subscription to use the Service. The Subscription may consequently only be used for the specific Customer's internal purposes and may not be resold.

- 2.4 The Customer shall use the Site and the Service in accordance with the Agreement, instructions from Dcipher as well as in accordance with applicable law, rules and regulations. You shall furthermore ensure that you and each of your designated Users accept and comply with the Agreement.

- 2.5 The Customer are responsible for obtaining and maintaining all hardware, software, communications equipment and network infrastructures required to access and use the Site and the Service, as well as paying all third-party fees and access charges incurred while using the Service.

3 USER ACCOUNTS

- 3.1 The Customer is solely responsible and liable for all access to and all actions and activities conducted under any of the Customer's designated User Accounts, as well as the Customer's designated Users' use of the Service. The Customer undertakes to immediately inform Dcipher of any unauthorized use of your User Accounts.

- 3.2 Dcipher reserves the right to suspend any User or terminate any User Account if activities occur which constitutes or may constitute a violation of the Agreement, our instructions or of any applicable local or international law, rule or regulation. Each User may however cancel their own User Account at any given time, without regard to any period of notice.

4 USER DATA

- 4.1 Users data (which shall also be known and treated by Dcipher as Confidential Information) is and shall remain the sole and exclusive property of the User. This Section shall survive the termination of this Agreement.

- 4.2 Dcipher is provided a limited license to Users Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Users Data only to the extent necessary in the providing of the Services and keep and maintain Users Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss. This Section shall survive the termination of this Agreement.

- 4.3 Dcipher shall, within seven (7) business day of Users request, provide User, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Dcipher), an extract of the User Data in the format specified by User.

- 4.4 As a part of the Services, Dcipher is responsible for maintaining a backup of User Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted.

- 4.5 In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of User Data or the physical, technical, administrative, or organizational safeguards put in place by Dcipher that relate to the protection of the security, confidentiality, or integrity of User Data, Dcipher shall, notify User as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence and cooperate with User in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by User.

5 PAYMENT & FEES

- 5.1 Any price indicated in the Main Agreement is based on the account plan of the User with log of Active users per month.

- 5.2 By registering for a Dcipher Subscription, the Subscription and payment to Dcipher will automatically renew at the end of the Subscription period, unless the agreement is cancelled by contacting an account representative before the end of the current subscription period.

- 5.3 Dcipher may index prices for Subscriptions once a year according to the labour cost index for private sector services, AKI, published by Statistics Sweden (Statistiska Centralbyrån, SCB).

- 5.4 The fees are exclusive of VAT and any other applicable sales or use taxes or duties. VAT will be added in accordance with applicable laws and regulation. Dcipher accepts payments by invoice, and payments shall be made within thirty (30) days from the invoice date.

- 5.5 Interest on overdue payment shall accrue according to the Swedish Interest Act (Sw. räntelag (1975:635)), and collection fees will be charged when applicable. Dcipher shall, in addition to other remedies, be entitled to suspend or terminate the Customer's and its Users' access to the Service, until payment is made.

6 DURATION AND CANCELLATION

- 6.1 Failure of payment is not considered a cancellation of a subscription or a termination of the Agreement.

- 6.2 Users can cancel their accounts at any time by contacting a Dcipher Account Representative. Cancelling the service means that you will not be billed at your next billing date, if the cancellation occurs no later than thirty (30) days before the beginning of the next period. No refund will be given if the service is cancelled within a partial period of the User's current subscription period.

- 6.3 If the Customer terminates the Agreement in advance, there will be no refund of payment for the ongoing Agreement period, however the Customer's access to the Service during the time left of the subscription will remain.

7 PROHIBITED USE OF THE SERVICE

- 7.1 The Customer shall use the Service for lawful purposes only. The Customer agrees not to use the Service for posting, transmitting or otherwise distributing illegal material.

- 7.2 The Customer agrees to, within the scope of the Service and in relation to Dcipher, not defame, abuse, harass, threaten or otherwise violate the legal rights of others, including Dcipher; not publish, post or in any other way express any topic, material or information that is inappropriate, defamatory, infringing, obscene, pornographic, racist, terrorist, or unlawful; not contribute to destructive activities such as dissemination of viruses, spam or any other activity that might harm Dcipher, the Service or the Users in any way; and

not use programming codes or commands when communicating in the Service.

8 CONTENT

8.1 The Service includes functions for using published content and for uploading content. The Customer is always responsible for the Content uploaded or otherwise made available by its designated Users.

8.2 By uploading Content to the Service, the Customer warrants that it is either the owner of the Content or that it holds a valid permission to such Content from the appropriate rights holder and that the Content, or the Customer's use thereof, is in no way a violation of any national or international legislation.

8.3 Dcipher makes no representation or warranty as to the accuracy, timeliness, quality, completeness, suitability or reliability of any information or data accessed on or through the Service. No information obtained from Dcipher or the Service shall create any warranty if not expressly stated in the Agreement. Dcipher does not examine or take any responsibility regarding the validity of information provided by Customers and their Users.

9 USER INFORMATION

9.1 User Information and Content related to a User submitted in the User interface will only be visible to the Customer who submitted the Information (and its designated Users) and will not be shared with third parties.

10 PERSONAL DATA

10.1 Dcipher will process personal data regarding Users on the Customer's behalf. Hence, the Customer is considered the data controller whereas Dcipher is the Customer's data processor. The Customer's instructions, if any, are therefore applicable to the processing of personal data executed by Dcipher on the Customer's behalf, in the extent such have been announced to and accepted by Dcipher.

10.2 Upon starting a subscription for Dcipher, the Customer agrees to the privacy policy regarding personal data protection.

10.3 For the sake of clarity, Dcipher may also process data regarding User on its own behalf or on behalf of other customers of the Service.

11 INTELLECTUAL PROPERTY

11.1 Your access to The Service provided by DA is subscribed and not sold. Upon your registration for a Dcipher Account, Dcipher grants you a revocable, non-exclusive, non-transferable right to access and use of the service. All content originating from DA that is made available to view and/or download in connection with use of the Service is owned and is the copyrighted work of Dcipher.

11.2 Except for the limited subscriptions expressly granted herein, Dcipher reserves all right, title and interest in and to the Service and all processing, analytics, and other software and technology used by Dcipher in the provision of the Service. All content on the site and the service (including text, graphics, logos, images) is the exclusive property of Dcipher and is protected by international copyright laws. You may not systematically retrieve data or content from the Site or the Service to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation or directory whether by manual methods or using automated systems such as bots or crawlers or otherwise.

11.3 Furthermore, you must not (i) attempt to reverse engineer, or compromise any aspect of the Dcipher technology (ii) use, reproduce, modify or create derivative works of the Dcipher technology (iii) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service (iiii) reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purpose, any portion or use of, or access to, the Service.

11.4 All types of content that a Dcipher Customer submits into the platform remain the property of the Customer and will not be sold, distributed, or made available to other parties by DA. Content can be accessed for support purposes unless otherwise agreed through a separate agreement between DA and the Customer.

11.5 The Site, the Service or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any purpose inconsistent with the limited rights granted to the Customer under the Agreement.

12 THIRD PARTY SERVICES

12.1 Dcipher assumes no responsibility for the content, advertising, goods or services, privacy policies or other practices of any Third-Party Site that may be reached by links presented in the Service. The Customer and its Users are responsible for evaluating whether to access or use a Third-Party Site or to be bound by any applicable terms found therein. Furthermore, the

Customer agrees that Dcipher is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Third Party Site.

13 LIABILITY

13.1 Dcipher gives the Customer a tool to analyse and visualize large amounts of data. Before publicly displaying or distributing any collected content, the Customer confirms that it has the right to reproduce and display collected content. DA can at no point be held responsible for any copyright infringements caused by such collection.

13.2 The Customer is solely responsible for the information aggregated, published or distributed using Dcipher. Dcipher cannot and does not screen content curated or provided by the Customer through Dcipher. Notwithstanding, Dcipher reserves the right to monitor content and remove content, which Dcipher determines to be harmful, offensive or otherwise in violation of this Agreement. The customer warrants and agrees that it will not use Dcipher in a manner that (i) infringes the intellectual property rights or proprietary rights of any third party (ii) violates any law or regulation (iii) is known to be harmful, threatening, abusive, harassing, tortious, vulgar, obscene or pornographic (iv) adversely affect or reflects negatively on Dciphers goodwill, name or reputation or causes discomfort to Dcipher or anyone else.

13.3 Customer shall compensate Dcipher with respect to all direct and indirect liabilities, losses, damages, costs or expenses caused, arising out of, or in connection with (i) the Customer's negligence, (ii) the Customer's breach of the Agreement, or (iii) the Customer's misuse of the Service.

13.4 The Customer has no further rights to compensation, other than what is stated in this clause or eventual separate Service Level Agreement.

14 LIMITATION OF LIABILITY

14.1 Dcipher does not guarantee uninterrupted, secure or error-free operation of the Service. The Service is provided "as is" without warranties of any kind, whether expressed or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. Dcipher is not responsible for neither technical, hardware or software malfunctions, nor lost or unavailable network connections, downtime or disconnections from User Accounts.

14.2 Dcipher frequently conduct Security Assessments according to the requirements of Application Security Verification Standard to verify that authentication & authorization controls are implemented properly in the application, inspect business logic at the design and implementation levels, detect security vulnerabilities at the application level, review the security practices used in configuration of the databases, application servers, and other application-supporting components, modules, or integrated third party components and provide mitigating controls for secured design, implementation and configuration of the product, and should as long as this is verified not be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Service or User Accounts.

14.3 To the maximum extent permitted by applicable law, Dcipher shall in no event be liable for any indirect, incidental, special, consequential or exemplary damages, however caused and under any theory of liability arising out of or in connection with the Agreement. This shall include, but not be limited to, any loss of; profit, goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible losses.

14.4 If Dcipher is found to be liable to the Customer for any damage or loss which arise out of or is in any way connected to the use of the Service, Dciphers liability shall in no event exceed an amount corresponding to the latest twelve (12) months' worth of Service fees paid to Dcipher by the Customer. Such claims must be presented to Dcipher in writing within fifteen (15) days from when such damage or loss was, or should reasonably have been, discovered.

15 COMMUNICATIONS

15.1 Any issues, concerns, or questions should be directed to Dcipher via email to support@dcipheranalytics.com unless it has been specified otherwise in eventual separate SLA agreements.

16 BREACH OF THE AGREEMENT

16.1 Should the Customer, or any of its designated Users, use the Service in violation with the Agreement, Dcipher shall have the right to: i) delete any Content produced by the Customer, ii) terminate the Agreement, and iii) receive a reasonable compensation for its losses connected to the Customer's violation.

- 16.2 Dcipher reserves the right to directly limit the use of or access to the Service and to block, restrict or delete any Content at any time, for any reason and without liability, if such use, access or Content constitutes or may constitute i) a violation of the Agreement in general or of any applicable local or international laws, rules or regulations, or ii) a risk of harming Dciphers trademarks, goodwill or reputation.

17 CHANGES TO & ASSIGNMENT OF THE AGREEMENT

- 17.1 Any amendments and/or additions to the Service must be agreed in writing between the Parties including any updates or changes to the Services included under any other agreements, schedules, or orders as between Dcipher and the Customer.
- 17.2 Neither this Agreement nor any obligation or right hereunder may be assigned or transferred by either party without the prior written consent of the other, provided, however, that either party may assign this Agreement in whole without the other party's prior consent to a successor in connection with a merger, acquisition or sale of all or substantially all of its assets to which this Agreement relates, on condition that such successor agrees in writing to comply with all terms and conditions of this Agreement.

18 FORCE MAJEURE

- 18.1 The parties shall be relieved from any liability for any delay or failure to perform any obligation under this Agreement during such period and to the extent that the due performance thereof by either of the parties is prevented by reason of any circumstance beyond the reasonable control of the party ("**force majeure**"), such as war, warlike hostilities, labour disturbances, burglary, fire, flood, lightning strikes, changing government regulations, government intervention and errors or delays in services from suppliers and other circumstances of similar importance.
- 18.2 The party desiring to invoke an event of force majeure shall immediately provide the other party with a written notice.
- 18.3 If the performance of the Agreement is severely hindered for a longer period than three (3) months due to a force majeure event, either party shall be entitled to terminate the Agreement with immediate effect. Upon termination due to a force majeure event, each party shall bear its own costs incurred by the termination.

19 GOVERNING LAW AND DISPUTE RESOLUTION

- 19.1 The Agreement shall be construed in accordance with, and governed by, Swedish law.
- 19.2 Dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall consist of a sole arbitrator.