

TERMS AND CONDITIONS

1. DEFINITIONS

The following definitions have the following meaning:

Account	the account of the Customer on the Platform.
Agreement	the Order Form including the Terms.
Company	means the relevant legal entity of the Nordhealth Group that provides the relevant Services or Product to the Customer, as specified in the Order Form or subscription details (e.g. EasyPractice ApS, Aspit AS or Nordhealth Therapy Oy), each a member of the Nordhealth group of Companies.
Data	the data as from time to time provided, requested or processed under the Services.
Modification (Modify)	any change, reconfiguration, adjustment, amendment, alteration, correction, update, upgrade, improvement, developments, alterations, changes, patches, enhancement, modification, fixes, translation, supplements, transformation, update, upgrade, (re)new(ed) version or improvements, or any new work(s) or derivative work(s).
Order Form	the (online) sign up, order and/or subscription form.
Platform	the websites and apps of the Company on which the Services are offered.
Privacy Statement	the privacy statement of the Company.
Products	the relevant products as from time to time made available and/or offered through the Services and purchased, used and/or obtained by the Customer (whether through the Order Form or otherwise), including <ul style="list-style-type: none">- Physica and Psykbase;- Easypractice, and- Diarium.
Services	the relevant services as from time to time rendered by the Company, including the services in respect of the Products and the offer and enabling of the relevant platforms (including apps) related to the Products (including any customer service or customer support).
Terms	these terms and conditions (including the Privacy Statement), all as amended or supplemented from time to time.
Customer	the entity which has signed up on the Order Form and/or the Customer of the Platform, Platform and/or the Services.

2. APPLICABILITY TERMS AND PRODUCT SPECIFIC TERMS

2.1 Terms

- 2.1.1 The Terms apply to the legal relationship between the Company and Customer and to the Products and Services as – from time to time – offered, managed, maintained, supplied and/or made available by the Company (including the use of the Platform).
- 2.1.2 By visiting the Platform, registering as Customer, opening an Account, using the Platform and/or the Services, submitting an Order Form and/or ordering or purchasing a Product or Service, the Customer agree to and accept the Terms that will govern the Agreement (including the privacy statement).

2.2 Product specific terms

- 2.2.1 For certain Products and Services, you understand, agree and accept that the additional terms as set out in Clause 11 shall apply.

- 2.2.2 In the event of a conflict or discrepancy between the Clauses below and Clause 11, Clause 11 shall prevail and apply.

3. ACCOUNT, PLATFORM AND LICENSE

3.1 Account and Platform

- 3.1.1 In order to use the Platform, Products and Services, you must log in to the Platform and create an Account. The Customer shall keep and treat its login details strictly confidential and not to share them with third parties and promptly inform the Company of any loss of log in details or unauthorized access of the Account. The Customer shall immediately notify the Company in the event of an (alleged) data security breach or misuse of log in details.
- 3.1.2 Unauthorized use or sharing of login details is prohibited. The Company is at all times entitled to (temporarily) suspend the Account or Customer in the event of a breach of these Terms or unlawful use of the Account or Platform.
- 3.1.3 The Customer is free to delete and/or cancel its Account at any time (without the right to refund of any paid fees).
- 3.1.4 The Customer is responsible for ensuring that its login credentials of the Platform(s) (including its Account) are kept secure and confidential by all of its staff, personnel, agents, representatives and employees (who need to have access to the Platform), and preventing unauthorised use or disclosure of the Customer's account (including log in details). The Customer shall notify the Company without undue delay of any unauthorised use of the Platform (including the Account) and any security breaches that the Customer becomes aware of.
- 3.1.5 The Company applies customary industry standard data security practices and controls to protect the confidentiality of the data stored by the Customer in the Service and to prevent unauthorized access to the Platform and Account (including its systems).

3.2 License

- 3.2.1 The Customer is granted for the term of the Agreement a limited, revocable, non-exclusive, non-assignable, non-transferable, worldwide and non-sublicensable license to access and use the relevant Platform (as applicable) in which respect it purchased a Product (including the relevant functionalities, services, systems and tools as available) for its own internal business purposes.

4. SERVICES, MODIFICATIONS AND ERRORS

4.1 Services, Modifications and errors

- 4.1.1 Subject to the terms of the Agreement, the Company undertakes to use commercially reasonable efforts to offer the Services in a good, professional, workmanlike manner with reasonable skill and care, in all material respects.
- 4.1.2 The Company may – from time to time – provide or make (further) Modifications for the Services or Products (including the Platform) to its customers generally without additional charge as deemed necessary or appropriate by the Company in its sole discretion, provided that such Modifications shall not result in the removal of core functionality of the Platform, Products or Services for the Customer. All Modifications will become part of the Platform, Product and/or Services (as applicable) and subject to this Agreement; provided that the Company shall have no obligation under this Agreement or otherwise to provide any such Modifications.
- 4.1.3 If deviation in the Services are caused by errors in third party software and/or services outside of what the Company can control, the Company's obligation to rectify the deviation is limited to reporting the error to the third party in question and keeping the Customer informed about the status of the rectification efforts. The Customer may not invoke non-fulfilment or other requirements of the Agreement in relation to such errors in third party software or services.

- 4.1.4 Customer support and services may be provided by email, telephone or chatbot (as available). The Customer acknowledges that automated chatbot replies (if any) as part of the 1st line support ticketing service may contain errors or omissions or may be misleading. Accordingly, the Company undertakes no obligation or responsibility and excludes all liability, under or in connection with the Agreement in relation to automated chatbot communications.
- 4.1.5 The Company may at any time update, upgrade, renew, modify or change the Product and Service at its sole discretion without prior notification to the Customer, unless agreed otherwise. The Company shall use commercially reasonable efforts to give prior notice (with a reasonable period of time) to the Customer in the event of a material significant change of a Product or Service that may materially and adversely affect the Customer, unless time is of the essence or in the event that the relevant change applies to all customers of the Company.
- 4.1.6 The Customer may request changes or new features to the Service from the Company. After receiving a request, the Company shall at its sole discretion determine whether the relevant request is feasible and can be implemented (including the time line and whether it will affect the price of the Service or require additional payment). No changes will be made or new requested features be released unless agreed in writing between Parties on relevant additional (payment) terms and fees that may apply for such changes or features.

4.2 Use of the Service and Platform

- 4.2.1 The Customer shall be responsible that its use of the Platform and Service (including when offering the Service to and for the benefit of end users and the use thereof by the end users) (i) is in compliance with relevant applicable (privacy and consumer) laws and regulations, and (ii) does not cause disturbance or damage to or detrimentally affect (other) end users, the Company or other third parties.
- 4.2.2 The Customer shall not use the Service to send unsolicited commercial emails (spam) or text messages, including mass messaging, pyramid schemes, chain letters or other communications that violate applicable laws or regulations, nor collect or harvest email addresses or other personal data from the Service.

4.3 Customer service and support

- 4.3.1 Customer support service (help desk) shall be available on weekdays (excluding public holidays and occasional unavailability due to low staffing or extraordinary events) from 8:00 AM to 4:00 PM (Helsinki local time), unless otherwise agreed with the Customer.
- 4.3.2 Customer acknowledges that automatic chatbot responses (if any) as part of the 1st line support service may contain errors or deficiencies or be misleading and Customer cannot derive any rights from this communication.

5. **FEES AND PAYMENT**

5.1 Fees

- 5.1.1 The prices and fees due for the relevant Products and Services (as updated from time to time) shall be payable by the Customer in advance for the relevant subscription period and shall be paid as set out in the Order Form, unless agreed otherwise.
- 5.1.2 The Company may at any time update or adjust the prices or fees at its sole discretion. The Customer shall be given one (1) month's written (email sufficient) notice prior to such price or fee changes are applicable for the Customer.
- 5.1.3 Additional costs may apply if the Customer purchases additional add-ons, Products and/or Services.
- 5.1.4 The Company may from time to time run temporary promotions and offer discounts on the provision of our Services and Products. Such promotions and discounts will be subject to additional terms, restrictions and conditions as specified in the offer.

- 5.1.5 All special offers and promotions are marked as such. If they are not labeled as such, you cannot derive any rights in the event of obvious errors or mistakes. Obvious errors and mistakes (including misprints) or when the mistake is clearly a blunder and you could have known this in advance, are not binding.
- 5.1.6 The Company may charge interest on late payments in accordance with the Interest Act and, for a payment reminder, a handling fee according to the price list, a reactivation fee for reopening a service closed due to delay, and other reasonable and legal collection costs incurred in collecting the invoice. If you fail to pay any sum due and payable under or in relation to the Agreement by the due date, interest shall accrue on the unpaid amount from the due date to the date of actual payment (after as well as before judgment) at the rate of 10% per annum or the maximum amount permitted by law, whichever is the lesser, on the basis of a year of 365 days and for the actual number of days elapsed, accruing day to day.
- 5.1.7 In case of disagreement with an invoice, the Customer shall pay the undisputed part of the invoice in accordance with the payment terms.

5.2 Invoicing and payment

- 5.2.1 All prices are exclusive of VAT (unless stated otherwise).
- 5.2.2 Unless indicated or agreed otherwise, all invoices are due as of the date of invoice and must be paid by the Company within 14 days of the invoice date via credit card, direct debit or the payment methods as indicated in the invoice, unless agreed otherwise.
- 5.2.3 All prices and fees are not (wholly or partly) refundable, reduceable or transferable.
- 5.2.4 All invoices shall be sent by email or made available online on the Platform.

5.3 Collecting agency

- 5.3.1 The Company may from time to time appoint and authorize an affiliated group company or third party to issue invoices and/or collect payments (each a "**Collecting Agency**"). Pursuant to this appointment and authorization, invoices related to the Agreement will be issued by the relevant , and all payments should be made to the designated account of the Collecting Agency as indicated on the invoices or as otherwise instructed by the Company. Payments made in full to the Collecting Agency shall be deemed as full and final settlement of the payment obligations of the Customer under the Agreement and by using the relevant Collecting Agency for payment, the Customer accepts the relevant applicable terms and conditions (including privacy statement) of that Collecting Agency.
- 5.3.2 The Company may from time to time use payment providers (such as Stripe, Inc. or similar payment providers) for its payment processing service on the Platform (each a "**Payment Provider**"). The Customer's use of the service of the relevant Payment Provider may be subject to a further agreement with such Payment Provider (including their relevant terms and conditions). By using and purchasing our payment processing service, the Customer agrees to be bound by the agreement with the relevant disclosed Payment Provider (including their relevant terms and conditions) (collectively the "**Payment Provider Agreement**"). The relevant Payment Provider Agreement will be disclosed to the Customer prior to the Customer's purchase of the payment processing service.

6. **TERM, SUSPENSION AND (CONSEQUENCES OF) TERMINATION**

- 6.1 Unless agreed otherwise, the Customer shall sign up for the relevant subscription as indicated and agreed in the sign up process and shall automatically renew for the same additional periods (each period, the relevant "**Subscription Period**" or "**Billing Period**"). The Customer is entitled to terminate the Agreement at any time and for any reason before the end of the relevant Subscription Period or billing period. The termination shall take effect at the end of the relevant Subscription Period or Billing Period.

- 6.2 Either Party has the right to terminate the Agreement (in whole or a specific module or functionality) for any reason by written notice (email sufficient) at the end of a month with a 3-month notice period.
- 6.3 Each Party may terminate, suspend (in whole or in part) and/or rescind the Agreement with immediate effect and in writing (email sufficient) in the event of a material breach by the other Party that is not remedied within 5 business days after notification, or immediately in the event that the material breach cannot be remedied or in the event of a repeated material breach, or in the event of bankruptcy or suspension of payment in respect of the other Party.
- 6.4 The Company may suspend or delete the Customer's Account if the Customer has not used the Account for 12 months.
- 6.5 In the event of termination, suspension (unless indicated otherwise by the Company) or dissolution of the agreement, the following articles remain in any event in force: 5, 7, 8, 9.3, 10 and such other clauses that by nature survive termination.

7. INTELLECTUAL PROPERTY RIGHT, DATA AND PRIVACY

7.1 Intellectual Property Right

- 7.1.1 All Intellectual Property Rights belonging to a Party prior to this Agreement shall remain vested and remain the property of that Party.
- 7.1.2 The Platform (including the Products and Services and the associated, related or supporting systems, functionalities, tools, modules, applications and software, as well as all brand names, logos, content (pictures, videos, etc), information, images, code and design) (including any Modifications thereof) are the intellectual property rights of and owned by the Company (or its licensors) (collectively, the "**Company Property Rights**"). Unless agreed otherwise, the Company Property Rights may not be copied, Modified or otherwise used in any way without written permission from the Company.
- 7.1.3 Unless agreed otherwise, the Customer shall not in any form or fashion reproduce, Modify, copy, publish, (reverse) engineer, (reverse) assemble, disassemble, (de-/reverse-)compile, access modify, distribute, use or make available to the public for any reason whatsoever (whether in print or electronic form) the Company Property Rights or otherwise attempt to derive or create any source code, derivative works, or new works from any portion of the Company Property Rights, nor shall you permit or facilitate any such actions by others. The Customer shall not attempt to obtain or access the source code of our Platform or Products (including underlying software).
- 7.1.4 To the extent that the Customer would own or hold any intellectual property right in the Platform, Service and/or Product (including any Modifications, derivatives or new works thereof), it hereby transfers, assigns and sets over (free of charge and free of encumbrance) all right, title and interest into such intellectual property rights to the Company, unless agreed otherwise by Parties. For any intellectual property rights that cannot be transferred by Customer to Company, the Customer hereby authorizes and gives an irrevocable, unconditional, unlimited, royalty free, fully paid up, perpetual and worldwide right and license to the Company to use and utilize (all in the broadest sense) such intellectual property rights.
- 7.1.5 To the extent the Customer provides any suggestions or comments or requests any changes related to the Platform or other parts of the Services or Products, the relevant changes made in this respect shall be regarded as Company Property Rights, and the Company shall have the right to retain and use any such suggestions or comments in current or future software, products or services, free from any encumbrances and without any specific approval or additional compensation.

7.2 Data (excluding personal data)

- 7.2.1 The Company collects and processes the Data to render and provide the Services (including customer service and customer support) and may use and utilize the Data (including usage

and log data) for machine learning, business intelligence, research, (data) security/breaches, benchmarking, fraud investigation, investigations, analytical and other internal purposes. The Company may further use (aggregated and anonymized) data for improving the Services.

- 7.2.2 The Customer shall own all raw Data provided or made available to the Company. The Company shall own all aggregated, anonymized and/or calculated Data it has processed and/or generated under or pursuant to the Services (including the results and outcome), including any aggregated or statistical output data which comes into existence through the Customer's use of the Services.
- 7.2.3 The Company grants a limited, royalty free and fully paid up right and license to the Customer to use and utilize the Data as generated under or pursuant to the Services for its own purposes and interest. Save for the use in accordance with the aforementioned right and license, the Customer shall not sell, monetize, transfer, publish or otherwise disclose the Data to any third party without the Company's prior written approval.
- 7.2.4 In order to fully benefit from the Services, the Customer shall ensure that the Data provided or otherwise made available on the Platform or Services is true, accurate, complete, up-to-date and correct and shall be promptly updated as and where needed.
- 7.2.5 The Company has access to Customer data only to the extent necessary to enable the Company to perform its obligations pursuant to this Agreement and may only process such data for other purposes subject to the prior written consent of the Customer. The Company shall under no circumstances have the right to withhold the Customer's data.
- 7.2.6 Save as set out otherwise, all Customer related data provided by Customer (or its end users) under the Agreement (including the Data) shall be regarded as Confidential Information of the Customer and treated as such by the Company, unless agreed otherwise.
- 7.2.7 In the event of the loss or destruction of the Customer's data, the Company will assist the Customer by restoring the Customer's data from the last available back-up. If the loss or destruction in question is caused by circumstances for which the Customer is responsible, such assistance will be provided on a time and materials basis pursuant to the Company's standard hourly rates, at the Customer's cost.

7.3 Privacy and personal data

- 7.3.1 To the extent permitted by law, the Customer hereby agrees to the processing of personal data of its staff, employees and other personnel in accordance with the [Privacy Statement](#) and shall inform its personnel and Customers of the Privacy Statement (including the purpose of processing of their personal data).
- 7.3.2 The process of personal data of end users shall be in accordance with the data privacy agreement, whereas the Customer shall act as data controller and the Company shall act as data processor and the process of the relevant end user data shall be in accordance with the data processing agreement attached as [Annex 1](#).
- 7.3.3 The Company has the right to check the Customer's credit information.

7.4 AI and machine learning

- 7.4.1 The Company may deploy tools in providing and seeking to improve and develop our services that utilise algorithms and machine learning (including tools operating on a predictive basis and tools deploying generative AI algorithms to create new content). These tools may interact with the Customer (e.g., through chatbots or similar technology) and analyze user preferences, usage and data.
- 7.4.2 The Company is dedicated to ensuring that every aspect of our AI solutions — from infrastructure to personnel — meets the prevailing industry standards of privacy, confidentiality and security.
- 7.4.3 The Platform leverages AI to enhance user experience, such as optimizing tools and functionalities. While these tools enhance user experience and AI is deployed with oversight,

the Company disclaims liability for any inaccuracies in automated outputs or from algorithmic recommendations or limitations of automated processes.

- 7.4.4 To the extent required, the Customer acknowledges that any data used through the AI tool will be transferred to and processed by the Company. This data will be stored and used according to the Company's (privacy and data security) policies and terms (as amended).
- 7.4.5 The Company has no obligations or responsibilities regarding the AI services, including but not limited to: (a) failure to provide the AI services, (b) withdrawal, suspension or restrictions on access to the AI services or data, (c) delays in making the AI services or results available, (d) the quality, accuracy or reliability of results generated by AI tool, or (e) any damages, losses or liabilities arising from the use or inability to use the AI Services or any reliance on the results produced by the AI tool.
- 7.4.6 If we reasonably believe that the use of the AI tool violates this agreement, we may: (a) permanently withdraw access to the AI tool, or (b) suspend access until it is satisfied that the unauthorized use has stopped and will not continue.

8. DISCLAIMER, LIABILITY AND INDEMNIFICATION

8.1 Disclaimer

- 8.1.1 Except as otherwise expressly provided in this Agreement, neither Party makes any representation or warranty, express or implied, in connection with the subject matter of this Agreement (including that the platform, integration, software or service shall be uninterrupted, error-free, completely secure, safe from breaches or hacks) and hereby disclaims any and all implied warranties, including all implied warranties of merchantability, non-infringement, title, error free, hack safe or fitness for a particular purpose regarding such subject matter.
- 8.1.2 Each Party acknowledges the difficulties inherent to the use of the (mobile) Internet, communication and broadband, in particular, varying speeds and congestion in the (mobile) network, connections, (API/XML) integrations, software, systems and servers can cause interruptions, delays and difficulties in accessing, browsing, navigating or using a platform or service. Each Party excludes any and all liability in respect of the other Party which is related to any (un-)planned or (un-)scheduled (wholly or partial) outage, downtime, interruption, breakdown or unavailability (whether for maintenance, upgrades, updates or otherwise) of its services, software, platform, integration (including due to bugs, system errors, server issues, cyberattacks, cyber theft and/or hacking).
- 8.1.3 The Company offers the Platform, Products and Services (including the Data) on an "as is" and "as available" basis, subject to the terms of this Agreement. The Company does not assume any responsibility for the Data generated, processed or otherwise made available on or through the Platform. The Customer accepts that the Platform (including Products and Services) (in whole or in part) may be (temporarily) unavailable due to maintenance, update, upgrade, downtime, malfunction, outage, interruption, bugs, errors, force majeure or improper functioning (for whatever reason).
- 8.1.4 Parties acknowledge and agree that the uptime and availability of the services, platform, software, integration, widget or (API) integration of or with the other Party can be negatively or adversely affected by the following factors and elements:
 - scheduled maintenance and repairs (with commercially reasonable efforts to keep scheduled maintenance to a minimum and at least to off-peak hours, unless time is of the essence);
 - urgent repairs and (quick) fixes (which may be completed at any time);
 - network or internet provider problems: any downtime caused by problems with third party services and third party software, such as power failure, electricity or internet outages, DNS problems or service provider problems (including failures and breakdowns due to server up-time (AWS));

- force majeure events: all unforeseen or uncontrollable events such as natural disasters, power failures or other circumstances that are reasonably beyond or outside the direct influence or control of Onramper;
- any unavailability, error, defect, deficiency, damage, downtime or outage of (or to) the services of a Party caused by the other Party and/or any third party for which a Party is not responsible (including any negligence, act or omission of any of these parties or persons for which these parties are responsible), and
- minor interruptions: all short, periodic disruptions that do not significantly affect the overall availability of the services, platform or underlying system, software or integration of a Party.

8.1.5 The Company shall use commercially reasonable efforts to notify the Customer in advance of any scheduled downtime or maintenance.

8.2 Liability

8.2.1 The Company is only liable towards the Customer in the event of an attributable shortcoming in the performance of its obligations under these Terms.

8.2.2 Save as set out otherwise, the total liability of the Company (whether in contract, for tort or otherwise) for all claims, liabilities, losses and damages under or pursuant to these Terms (or otherwise) shall not exceed the lesser of 3 months of paid fees or EUR 1000 per event or series of related events. The exclusions and limitations referred to in this Clause will not apply for damages caused by the Company's fraud or willful intent.

8.2.3 Neither party is entitled to bring a claim against the other Party after 12 months has elapsed since the cause of action arose or, if later, the party became aware or ought reasonably to have been aware of the cause of action.

8.2.4 Except as expressly required by law, under no circumstances will either Party be liable for any indirect, special, punitive, exemplary, consequential or incidental damages, such as but not limited to loss of revenue, profits, data, business, goodwill, claim, or anticipated savings, and reputational damages however caused (even if advised of the possibility of such damages). All damages are strictly limited to direct damages actually paid, suffered or incurred, subject to this Clause 8.2.

8.2.5 The Customer shall not file or initiate any claim against any individual employee, officer or director of the Company (including its affiliated group companies) in respect of or relating to the performance under the Agreement (including any breach, negligence or omission).

8.3 Indemnification

8.3.1 The Customer shall indemnify the Company and its affiliated group companies, and their respective officers, employees, and agents against any and all claims, liabilities, losses, and damages arising from or connected with any third-party claim related to: (a) the Customer's use of the Services in breach of this Agreement; or (b) the Data provided by the Customer, except to the extent that the claim is due to the Company's fraud, negligence, or breach of this Agreement.

8.4 Company Warranties and remedies for intellectual property

8.4.1 The Company warrants that the provision of the Services, to the best of its knowledge, will not infringe any third party's copyright or similar intellectual property right.

8.4.2 In the event of a breach of the warranty in Clause 8.4.1, the Company's sole and exclusive obligation, and the Customer's sole and exclusive remedy, shall be for the Company, at its own expense and option, to: (a) secure for the Customer the right to continue using the Services; (b) replace or modify the Services to make them non-infringing; or (c) terminate the Agreement and provide a pro-rata refund of any prepaid, unused fees for the infringing portion of the Services.

9. **MISCLEANNEOUS**

9.1 Amendment Terms and notices

9.1.1 The Company may change these terms and conditions at any time with due observance of a term of 15 days after announcement of the change on the Platform or by electronic notification. Changes of minor importance or as a result of changes in applicable laws/regulations can be made at any time. If the Customer does not wish to accept a change or addition, the Customer can - within the 15 days period – terminate the agreement with due observance a notice period not exceeding 30 days.

9.1.2 All notices and communications shall be in writing (email sufficient to relevant designated email address) and in English.

9.2 Invalid terms

9.2.1 If a provision of these Terms is, or at any time becomes, unenforceable, illegal or is found to be invalid, this will not affect the validity of the other provisions. The invalid or severed provision will be replaced by a valid provision that is as close as possible to the same as the old provision.

9.3 Confidentiality

9.3.1 Each Party undertakes to keep, and to procure that its respective affiliates, employees and other parties acting on its behalf keeps, confidential any information of a confidential nature concerning another Party and its products and services that they obtain knowledge of in connection with the Agreement, including but not limited to information about the other Party's administrative, financial or technical matters, as well as any operational and business related matters, including information about the Parties' customers (the "**Confidential Information**").

9.3.2 The confidentiality obligation does not apply to:

- (a) information that is or becomes publicly known for reasons other than by a Party's breach of its obligation to keep such information confidential under the Agreement;
- (b) information that was already in the receiving Party's possession, or
- (c) information developed by a Party independently of the Agreement.

9.3.3 A Party may disclose Confidential Information insofar as this is prescribed by law or regulations, pursuant to an order issued by competent authority or to the extent strictly necessary for a Party to exercise its rights or fulfil its obligations under this Agreement or in furtherance of this Agreement. The Company may share information about the Customer and the Customer's business with third parties when it's necessary to provide the Services to the Customer.

9.3.4 In the event a Party receives a validly issued administrative or judicial process requesting Confidential Information of the other Party, it shall provide prompt notice to the other Party of such receipt. The Party receiving the process shall thereafter be entitled to comply with such process or any other process to the extent permitted by law.

9.3.5 The Confidential Information of the other Party may only be used for the purpose for which the Confidential Information was received, and only to the extent necessary to achieve that purpose.

9.3.6 Upon termination of this Agreement for whatever reason, each Party shall promptly return all documents and other items containing the other Party's Confidential Information, regardless of the media on which the Confidential Information is stored. All Confidential Information that is stored electronically, shall be deleted, and a Party shall upon the other Party's request confirm in writing the full and complete deletion.

9.3.7 The Parties shall take the necessary precautions to prevent third parties from obtaining access to Confidential Information. To the extent that a Party needs to grant subcontractors

or other third parties' access to Confidential Information, the Party in question shall impose a confidentiality obligation on the respective third party, which is at least as strict as the confidentiality obligation to which the Party is subject under this Agreement. If a Party is uncertain whether it needs to give third parties access to Confidential Information, the Party shall first discuss the matter with the other Party.

9.4 Assignment and subcontractors

9.4.1 The Company may from time to time assign and transfer all rights, title and interest in and to the receivables arising from the Agreement to its affiliated group companies and the Customer hereby accepts any such assignment and transfer.

9.4.2 The Company may outsource, use, engage and employ subcontractors, affiliated group companies or other third-party suppliers for use in the fulfilment of the Company's obligations or the performance of its obligations under the Agreement and for the purpose of providing technical or infrastructure-related services (such as hosting, storage, data security, payment, maintenance or support services, e.g. Google, Claude, AWS, Azure, Microsoft, Stripe and such other parties that have or comply with ISO/IEC 27017 (or similar) standards and certificates) or that are set out in the overview as from time to time made available by the Company upon first request of the Customer.

9.5 No waiver

9.5.1 If a Party fails or otherwise neglects to enforce a provision of the Agreement, this shall not be deemed to be or construed as a waiver of the Party's rights under the provision in question, prejudicing that Party's right to take subsequent action or affect the validity of any part of the Agreement.

9.5 Force majeure

9.5.1 If an extraordinary situation outside the control of the Parties should occur, which makes the performance of the obligations under these Terms and Conditions impossible, and which under applicable law must be classified as force majeure (each a "Force Majeure" situations), the other Party shall be notified of this as soon as possible. The obligations of the affected Party shall be suspended for as long as the Force Majeure situation prevails. The corresponding obligations of the other Party shall be suspended for the same period. The aforesaid does not apply in respect of any payment obligations pursuant to Clause 5).

9.5.2 In Force Majeure situations, the other Party may only terminate the Subscriptions with the consent of the affected Party, or by giving 15 calendar days' notice if the Force Majeure situation prevails for more than 90 calendar days.

10. **APPLICABLE LAW AND COMPETENT COURT**

10.1 Save as set out otherwise, the Agreement shall be exclusively governed by the laws of the jurisdiction where the Company is established.

10.2 Save as set out otherwise, all disputes or conflicts arising out or related to the Agreement will be submitted exclusively to the competent court of the jurisdiction where the Company is established.

10.3 Parties agree and acknowledge that notwithstanding this Clause 10, nothing in this Agreement shall prevent or limit the Company to bring or initiate any action or proceeding or seek interim injunctive relief or (specific) performance before or in any competent courts where the Customer is established or registered under the laws of the relevant jurisdiction where such Customer is established or registered and for this purpose, the Customer waive their right to claim any other jurisdiction or applicable law to which they might have a right.

11. **PRODUCT AND SERVICE SPECIFIC TERMS**

11.1 EasyPractice Product and Service

11.1.1 Commercial terms

The Customer shall pay to Company a subscription fee as shown to the Customer upon purchase. The Customer's payment shall be made by credit card through Company's payment gateway. If the Customer has chosen a monthly subscription, the Customer will be charged automatically in advance on a monthly basis. If the Customer has chosen a yearly subscription, the Customer will be charged automatically in advance on a yearly basis. Additional fees may apply.

11.2 Diarium Product and Service

11.2.1 Diarium Service

The Diarium Service refers to the leasing of the right to use an application, located on the Company's server, to the Customer via a data network for the Customer's own internal use related to its business operations for the duration of the Agreement.

The Company is not responsible for any delay in the delivery and making available of the Diarium Service which are caused by or attributable to the Customer or any third party for which the Company is not responsible.

11.2.2 Invoicing

Invoicing shall commence as of receipt of the relevant Diarium Service.

Maintenance fees are normally invoiced 3 months in advance in January, April, July, and October, unless agreed otherwise. The first maintenance fees are invoiced in connection with the delivery of the system.

The Customer is obliged to pay the fees based on the Agreement from the time the Service is available to the Customer.

11.2.3 Obligations Company

The Company is responsible for all tasks related to the implementation and management of the Diarium Service, such as data uploads, system monitoring, user support, backups and restoration of copies if necessary, change management, software and hardware updates and training.

The Company shall ensure the backup of the Customer's data stored in the system in such a way that the data stored in the system can always be restored to a situation at least 24 hours prior. In addition, daily backups are stored separately from the Diarium service's active data storage.

In the event of a defect in the Service, the Company shall use commercially reasonable efforts to correct the defect or renew the defective performance without incurring any costs to the Customer. The Company has the right to refuse correction if the correction cannot take place without unreasonable costs or unreasonable inconvenience. There is a 'defect' in the Service if it deviates materially from the service description and the deviation affects the use of the Service and the defect is not due to an accident, misuse or changes contrary to the Agreement.

11.2.4 Customer rights

The Customer has the right to save, print, display or grant its users access to the content of the Service only in connection with the use of the Diarium Service.

11.2.5 Third party data

With regard to any end user or third party data stored, processed or otherwise made available on or through the Platform or through the Service, the Customer ratifies and warrants that: (i) the Customer is allowed to share it with and make it available to the Company, (ii) the Customer owns (or is allowed to use) any intellectual property rights that it contains, (iii) the Customer is allowed and has the right to store, use and process it on the

Platform in furtherance of and in accordance with the Agreement, and (iv) it does not infringe the privacy rights of other people nor any third party intellectual property rights. The Customer accepts full responsibility for any legal claims against the Company related to it and shall indemnify the Customer in full for such claims.

11.3 **Physica and Psykbase Product and Service**

11.3.1 **Invoicing and payment**

Invoicing shall be on a monthly or annually basis (as agreed). Payments shall be due and payable as of the date of invoice and to be paid in accordance with the terms of the invoice (but in any event within 14 business days).