

# RavensAI ChemX

## Terms & Conditions

### Software as a Service & Licensing agreement

These terms and conditions outline the rules and regulations for the use of RavensAI ChemX, reference to Raven biosciences' website, located at [RavensAI ChemX website](#). The system is a data analysis tool which is offered to customers as a 'Software as a Service' or Software licencing Solution. This Software as a Service & Software licencing Agreement ("Agreement") is entered into between "Customer" and Raven biosciences ApS ("The Company"), owner RavensAI ChemX and with headquarter in Aarhus, Denmark. The Company and Customer agree that the following terms and conditions will apply to the Services provided under this Agreement and orders placed thereunder.

We kindly ask you to read this agreement before using our services. By accessing or using our software or service offering, you accept and agree to the terms and conditions of this agreement.

BY CLICKING THE "I ACCEPT" BUTTON, SIGNING (EXECUTED IN ONE OR MORE COUNTERPARTS), OR OTHERWISE ACCEPTING THIS AGREEMENT AS SET FORTH IN ANY ONLINE, PRINTED ORDER FORM REFERENCING THIS AGREEMENT, OR OTHER PRINTED OR ELECTRONIC FORM, YOU AND ANY THE COMPANY YOU REPRESENT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOUR THE COMPANY, YOU ARE REPRESENTING TO US THAT YOU HAVE THE AUTHORITY TO BIND YOUR THE COMPANY TO THIS AGREEMENT, AND THE TERM 'YOU' SHALL REFER TO YOUR THE COMPANY.

## 1. DEFINITIONS

**1.1** For purposes of this Agreement, the definitions set forth below apply:

**"Customer"** means you and any Company you represent

**"Authorized User"** means any of Customers, employees, consultants, contractors or agents authorized by Customer to access and use the Services on behalf of Customers, in each case

subject to such person's agreement to be bound by the terms of this Agreement.

**"Software"** means the object code version of any software Customer is provided and given access by The Company as part of the Service, under this Agreement, including any updates or new versions.

**"Data"** means all data and materials provided by Customer to The Company for use in connection with the Services, including, without limitation, personal data (name, surname, email, organization, role, physical address, credit card and billing details, etc), datasets including genetic data, analyses' results, graphics, images etc.

**"Personal Data"** means all data which is defined as 'personal data' under General Data Protection Regulation (EU) 2016/679 and to which General Data Protection Regulation (EU) 2016/679 apply and which is provided by the Customer to The Company, and accessed, stored or otherwise processed by The Company as a data processor as part of its provision of the Service to Customer;

**"GDPR"** means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 25 May 2018 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data);

**"processing", "data controller", "data subject", "supervisory authority" and "data processor"** shall have the meanings ascribed to them in General Data Protection Regulation (EU) 2016/679.

**"Security Breach"** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by The Company, its sub-processors, or any other identified or unidentified third party.

**"Verified Technical Resource"** means a category, in accordance with Article 13(1)(e) of the GDPR, of technical contractors verified by The Company to be able to technically adhere to the security provisions of this agreement and the GDPR, have entered an agreement with The Company at least as restrictive as this agreement; and may provide services to The Company when requested.

**"Registration"** refers to the sign-up flow, in which Customer needs to create an account to use Software. Customers need to provide relevant Data before accessing the software and then the Customer receives a verification email, in order to set up his account.

**"Order Form"** means any online or written order form for Services, submitted by Customer either during an online order process (via The Company website, via email or pdf), or separately signed by Customer and submitted to The Company, and any future purchase order or order form that makes reference to this Agreement.

**“Documentation”** means the reference manuals/materials, online presentations, and other information describing the SaaS and/or Services provided or otherwise made available to Customer. Documentation includes specifications for the Services set forth in any Order Form.

**“SaaS Services”** refer to the specific internet-accessible software licensing and delivery model in which The Company’ Software that is hosted by The Company or external providers is licensed on a subscription basis to Customer. The Company makes SaaS Services available to Customer over a network on a term-use basis. SaaS Services under this Agreement include cloud computing, along with infrastructure as a service (IaaS) and platform as a service (PaaS).

**“Other Services”** means all technical and non-technical services performed or delivered by The Company under this Agreement, including, without limitation, implementation services and other professional services, training and education services but excluding the SaaS Services and the Maintenance Services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in an Order Form and mutually agreed to by the parties.

**“Services”** means all services, not limited to SaaS Services, and Other Services delivered by The Company to Customer under this Agreement.

**“Materials”** refer to the algorithms, code, scientific papers and publications, case studies, visual interfaces, graphics, design, compilation, products, software, services, templates and every content visible in the website and in the software of The Company.

**“Subscription Term”** shall mean the period specified in an Order Form during which Customer will have on-line access and use of Services. The Subscription Term shall renew for successive 12-month periods unless either party delivers written notice of non-renewal to the other party at least 30 days prior to the expiration of the then current Subscription Term.

**“Subscription Service”** refers to the Customer’s licensed use of the Services.

**“Subscription Fee”** refers to applicable fee for the current or future subscription period

**“Subscription Billing Date”** refer to the date when you purchase your first subscription for the Service.

## 2. SAAS SERVICES & ACCESS RIGHTS

**2.1** During the Subscription Term, Customer will receive a nonexclusive, non-assignable, non-sublicensable, permission and right to use the services solely for personal and internal use and subject to the terms of the agreement.

**2.2** Customer may allow Authorized Users to use the services of the Software. Customer is responsible for its Authorized Users' compliance with the agreement. Each Authorized User shall be bound by the terms and conditions of this agreement. Customer shall be obligated to enforce such terms and conditions against each Authorized User and shall be responsible and liable for any breach by an Authorized User.

**2.3** The Company shall, in accordance with all terms and conditions set forth in this Agreement and each applicable Order Form, provide to Customer and its Authorized Users the following services ("Services"):

(a) the operation and management of the Software and other consulting services for remote access by the Customer and its Authorized Users ("Services")

(b) Maintenance services including:

- all updates, bug fixes, new releases, and other improvements to the Services, that The Company provides at no additional charge to its existing customers
- all such services and repairs that are required to maintain the Services or are ancillary, necessary, or otherwise related to Customer's or its Authorized Users' access to the Services, so that the Services operate properly in accordance with this Agreement.

(c) availability and support services, specified in detail in section 5

(d) other services and customizations, specified in the separate Order Forms.

### 3. STATUS OF THE PARTIES

**3.1** Each party warrants in relation to Personal Data that it will comply (and will procure that any of its personnel comply and use commercially reasonable efforts to procure that its sub-processors comply), with General Data Protection Regulation (EU) 2016/679. As between the parties, the Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which the Customer acquired Personal Data.

**3.2** In respect of the parties' rights and obligations under this agreement regarding the Personal Data, the parties hereby acknowledge and agree that the Customer is the data controller or processor, and The Company is the data processor or sub-processor, as applicable, and accordingly The Company agrees that it shall process all Personal Data in accordance with its obligations pursuant to this agreement. The Customer agrees that, regarding the Personal Data received from The Company, the Customer is the data processor and The Company the data controller and the Customer agrees that it shall process all Personal Data in accordance with its

obligations pursuant to this agreement and that it has all the obligations described in article 4 below.

**3.3** Where and to the extent that The Company processes data which is defined as 'personal data' under EU Data Protection Laws as a data controller as set out in The Company Privacy Policy available at [RavensAI ChemX website](#). The Company will comply with applicable General Data Protection Regulation (EU) 2016/679 in respect of that processing

**3.4** The Company shall appoint a Data Privacy Officer within its organization authorized to respond from time to time to enquiries regarding Personal Data.

## 4. THE COMPANY'S OBLIGATIONS

With respect to all Personal Data, The Company warrants that it shall:

**4.1** only process Personal Data in order to provide the Service, and shall act only in accordance with: (i) this agreement, (ii) the Customer's written instructions as set forth in the Order Form, and (iii) as required by applicable laws

**4.2** implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the processing of Personal Data, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.

**4.3** take reasonable steps to ensure that only authorized personnel have access to such Personal Data and that any persons whom it authorizes to have access to the Personal Data are under obligations of confidentiality

**4.4** without undue delay after becoming aware, notify the Customer of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by The Company, its sub-processors, or any other identified or unidentified third party (a "**Security Breach**");

**4.5** promptly provide the Customer with reasonable cooperation and assistance in respect of a Security Breach and all reasonable information in The Company's possession concerning such Security Breach insofar as it affects the Customer, including, to the extent then known, the following:

1. the possible cause and consequences for the Data Subjects of the Security Breach;
2. the categories of Personal Data involved;
3. a summary of the possible consequences for the relevant data subjects;

4. a summary of the unauthorized recipients of the Personal Data; and
5. the measures taken by The Company to mitigate any damage;

**4.6** not make any public announcement about a Security Breach without the prior written consent of the Customer, unless required by applicable law;

**4.7** promptly notify the Customer if it receives a request from a data subject of Customer to access, rectify or erase that individual's Personal Data, or if a data subject objects to the processing of, or makes a data portability request in respect of, such Personal Data (each a "**Data Subject Request**"). The Company shall not respond to a Data Subject Request without the Customer's prior written consent except to confirm that such request relates to the Customer, to which the Customer hereby agrees. To the extent that the Customer does not have the ability to address a Data Subject Request, then upon Customer's request The Company shall provide reasonable assistance to the Customer to facilitate such Data Subject Request to the extent able and in line with applicable law. To the extent the Customer does not respond, The Company may respond to the Data Subject Request in any manner it deems appropriate. Customer shall cover all costs incurred by The Company in connection with its provision of such assistance or response;

**4.8** other than to the extent required to comply with applicable law, following termination or expiry of the Main Agreement or completion of the Service, The Company will delete all Personal Data (including copies thereof) processed pursuant to this agreement, according to its retention policy;

**4.9** taking into account the nature of processing and the information available to The Company, provide such assistance to the Customer as the Customer reasonably requests in relation to The Company's obligations under General Data Protection Regulation (EU) 2016/679 with respect to:

1. data protection impact assessments (as such term is defined in the GDPR);
2. notifications to the supervisory authority under General Data Protection Regulation (EU) 2016/679 and/or communications to data subjects by the Customer in response to any Security Breach; and
3. the Customer's compliance with its obligations under the GDPR with respect to the security of processing;

provided that the Customer shall cover all costs incurred by The Company in connection with its provision of such assistance.

## 5. SUB-PROCESSING

**5.1** The Customer grants a general authorization to The Company to appoint any Affiliate as sub-processors, and (b) to The Company and any Affiliate to appoint any Verified Technical Resource to act as third party data center operators, and outsourced marketing, business, engineering and customer support providers as sub-processors to support the performance of the Service.

**5.2** The Company will only use a Verified Technical Resource as sub-processors of any Personal Data. If The Company is reasonably able to provide the Service to the Customer in accordance with the Main Agreement without using the sub-processor and decides in its discretion to do so, then the Customer will have no further rights under this clause 4.2 in respect of the proposed use of the sub-processor. If The Company requires use of a sub-processor at its discretion and Customer does not want The Company to use a Verified Technical Resource as a sub-processor, Customer may provide written notification of any objections to The Company. Within ninety (90) days from the Customer's notification of objections, the Customer may within thirty (30) days following the end of the ninety (90) day period referred to above, terminate the applicable Order Form without refund. If the Customer does not provide a timely objection to the use of a Verified Technical Resource in accordance with this clause 4.2, the Customer will be deemed to have consented to the use of any Verified Technical Resource as a sub-processor and waived its right to object. The Company may use a new or replacement Verified Technical Resource as a sub-processor whilst the objection procedure in this clause 4.2 is in process.

**5.3** The Company will ensure that any sub-processor it engages to provide an aspect of the Service on its behalf in connection with this agreement does so only on the basis of a written contract which imposes on such sub-processor terms substantially no less protective of Personal Data than those imposed on The Company in this agreement (the "Relevant Terms"). The Company shall procure the performance by such sub-processor of the Relevant Terms and shall be liable to the Customer for any breach by such person of any of the Relevant Terms.

## 6. CUSTOMERS OBLIGATIONS

**6.1** Customer shall provide commercially reasonable information and assistance to The Company to enable The Company to deliver the Services.

**6.2** Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that The Company exercises no control over the content of the information transmitted by Customer through the Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

**6.3** Customer represents, covenants, and warrants that Customer will use the Services only in compliance with the purpose the Services are provided for and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless The Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although The Company has no obligation to monitor Customer's use of the Services, The Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

**6.4** Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to User passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

**6.5** Customer is solely responsible for collecting, inputting and updating all Customer Data stored on the Host, and for ensuring that the Customer Data does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious.

**6.6** Customer shall: (i) notify The Company immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to The Company immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by Customer, and (iii) not provide false identity information to gain access to or use the Services.

**6.7** Subject to the terms and conditions of this Agreement, Customer grants to The Company a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Data solely as necessary to provide the Services to Customer.

**6.8** Customer shall not misuse Services, attempting to access them using a method other than through the interfaces and instruction The Company provides

**6.9** Customer shall not use any manual or automated system or software to extract data from the Website or other interfaces through which The Company makes its Services available

**6.10** Customer shall not probe, scan or test vulnerability of any of The Company's system or network



## 7. PRICING AND PAYMENT TERMS

**7.1** The service may include automatically recurring monthly or annual payments (“**Subscription Service**”). If you activate Subscription Service, you authorize The Company to periodically charge, on a going-forward basis and until cancellation of either the recurring billing or your account, all accrued sums on or before the payment due date for the accrued sums.

**7.2** The “**Subscription Billing Date**” is the date when you purchase your first subscription for the Service. You will be charged and billed on the Subscription Billing Date with all applicable fees for the next subscription period. The subscription will continue unless and until you cancel your subscription or The Company terminates it. You need to cancel your subscription before it renews in order to avoid being billed for the next periodic fee (“**Subscription Fee**”).

**7.3** The Company may suspend or terminate access to the Service for any account for which any amount is due, but unpaid.

## 8. ORDERS

**8.1** The Subscription Fees vary according to the subscription plan the Customer chooses and which are available upon request or as updated on the [RavensAI ChemX website](#). For customized services and solutions, the corresponding Subscription fees or services fees are set in the separate Order Form.

**8.2** Subscription Fees’ payment is irrevocable and non-refundable, except as set forth in the Order Form and this Agreement. Customer shall provide The Company with complete and accurate billing and contact information during the registration and invoicing process.

**8.5** Where Customer makes payment through bank transfer, The Company will then invoice Customer on a basis based on the relevant billing period, and all such amounts invoiced will be due within fourteen (14) days of Customers receipt of The Company’ invoice. Late payments shall be subject to a service charge of one and one-half percent (1.5%) per month.

**8.6** Customer shall pay all personal property, sales, use, value-added, withholding and similar taxes arising from the transactions described in this Agreement, even if such amounts are not listed on an Order Form.

**8.7** The Company may terminate or suspend Customers access to Services if the billing or contact information provided by is false. Customer agrees that The Company shall not be liable to User or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the Services resulting from Customers nonpayment.

## 9. CUSTOMER ASSISTANCE

**9.1** Support services are included in the Service, and The Company shall not assess any additional Fees, costs or charges for such Support Services. The Company shall:

- (a) correct all Service Errors, including providing defect repair and programming corrections
- (b) Respond to and resolve reasonable support requests received by Customer by email or telephone (see [RavensAI ChemX website](#)). For specialized and demanding support requests, The Company preserves the right to charge The Customer, based on a mutual agreement set in a separate Order Form.

**9.2** For reasonable support requests, the response time will be based on the resolving time needed, but will not exceed 48 hours, starting from the receipt of the support request, during a normal working week and - hours.

## 10. DATA OWNERSHIP

**10.1** This vital component of this agreement establishes who retains the responsibilities and the rights to data that is entered into the Software and used by The Company to provide Services.

**10.2** Customer may, but is not required to, provide Data to the Company in connection with this Agreement. As between Customer and The Company, Customer is and will remain the sole and exclusive responsible of Data source and consent of source, and sole and exclusive owner of all rights, titles, and interests in and to all Data, including all Intellectual Property Rights.

**10.3** The Company is not in any way responsible for the source and potential previous transferability of Data that is entered into the Software nor is it liable for any loss or alteration or other damage to the data before entering into the Software. By clicking "I ACCEPT" button through the registration process, The Customer explicitly accepts that he is the Data Subject and owner of the data that is entered into the Software, as "Data Subject" is officially defined by The General Data Protection Regulation 2016/679 in EU law on data protection and privacy in the European Union and the European Economic Area.

## 11. CHANGES POLICY

**11.1** Changes in terms

The Company may change terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to services. The most current version will always be available on the website. In order for changes to become effective, The Company pay ask for your consent or provide you with sufficient notice of them. If you do not agree to any changes made in the terms of our service, you should stop using that service, otherwise you indicate your agreement for the updated terms.

#### **11.2 Changes in Service**

The Company continuously improves and changes its services. The Company may add, remove, alter functionalities from a Service at any time, without prior notice. If the Company discontinuous a service, you will be noticed to have the opportunity to export a copy of your content from that service. The Company may remove content from the Services at any time in our sole discretion, although we will notify you before we do that if it materially impacts you.

## **12. RESTRICTIONS**

**12.1** Customer and Authorized Users shall not, and shall not permit anyone to:

1. copy or republish the Services,
2. reproduce, distribute, publicly display the Service,
3. make the Services available to any person other than Users,
4. use or access the Services for other purposes than provided by this agreement
5. provide services to authorized users,
6. modify or create derivative works based upon the Services,
7. interfere with any feature of the Service
8. remove, modify any copyright, trademark or other proprietary notices contained in the Software or Services or in the Documentation,
9. reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the Services, except and only to the extent such activity is expressly permitted by applicable law
10. access the Services or use the Manual in order to build a similar or competitive product.

**12.2** The Company owns all rights, titles and interests in and to the Software, Services, Documentation, and other deliverables provided under this Agreement, including all modifications,

improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein.

**12.3** Without prior approval and written permission, you may not create frames around our webpage(s) that alter in any way the visual presentation or appearance of our Website.

## 13. LIMITATIONS OF LIABILITY

**13.1** NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, THE COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY:

1. FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA;
2. FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO THE COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
3. INDEMNIFICATION OBLIGATIONS UNDER SECTION 21 (INDEMNIFICATION);
4. LOSSES ARISING OUT OF OR RELATING TO PROVIDER'S UNAUTHORIZED [INTENTIONAL] SUSPENSION, TERMINATION, OR DISABLING OF THE SERVICES IN BREACH OF THIS AGREEMENT;
5. LOSSES ARISING OUT OF OR RELATING TO A PARTY'S GROSS NEGLIGENCE OR MORE CULPABLE CONDUCT, INCLUDING ANY WILLFUL MISCONDUCT OR INTENTIONAL WRONGFUL ACTS;
6. LOSSES FOR DEATH, BODILY INJURY, OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY ARISING OUT OF OR RELATING TO A PARTY'S NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS;
7. LOSSES ARISING FROM OR RELATING TO A PARTY'S VIOLATION OF LAW;

## 14. CONFIDENTIALITY; PROPRIETARY RIGHTS

**14.1** The Company and Customer understand for each other that have disclosed or may disclose business, technical or financial information relating to the each other's business ("Proprietary Information"). Proprietary Information of The Company includes nonpublic information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to The Company to enable the provision of the Services ("Customer Data"). The Company and Customer agree: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information.

**14.2** The Company and Customer agree that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that each other can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from each other, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of each other or (e) is required to be disclosed by law.

**14.3** Notwithstanding anything to the contrary, The Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). The Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other The Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

**14.4** The Company shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendation or other feedback provided by Customer, relating to the operation of the Services.

## 15. INTELLECTUAL PROPERTY AND COPYRIGHT RIGHTS

**15.1** All materials included in the Service are the property of The Company and Customer make not make use of the material without prior approval of The Company. The Company reserves all rights of the Materials.

**15.2** Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. The Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software,

applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

**15.3** The Company shall at all times retain ownership of the Software as originally downloaded by you and all subsequent downloads of the Software by you. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto) are and shall remain the property of The Company.

**15.4** The Service is owned and operated by The Company. The algorithms, code, scientific papers and publications, case studies, visual interfaces, graphics, design, compilation, products, software, services, templates and every content visible in the website and in the software ("Materials") are protected by intellectual property rights law.

**15.5** For any use in papers or any educational document referring on results or piece of work based on The Company, the current agreement obliges you to make references on The Company or its suppliers.

**15.6** The Company reserves the right to grant licenses to use the Software to third parties.

**15.7** All title and copyrights in and to The Company (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into The Company, printed materials, and any copies of the Service, are owned by The Company or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of The Company is the property of the respective content owner and may be protect by applicable copyright or the intellectual property laws and treaties. This agreement grants you no rights to use such content.

## 16. TRIAL USE OF THE SERVICES

**16.1** If specified in the Order Form or elsewhere, Customer may order certain Services for trial, nonproduction purposes subject to the terms and conditions of the Agreement. Services acquired for trial purposes are provided "as is" and The Company does not offer any warranties for such Services.

## 17. TERM AND TERMINATION

**17.1** Subject to earlier termination as provided below, this Agreement is for the initial term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the initial term (collectively, the "Term"), unless either party requests termination at

least three (3) calendar days prior to the end of the then-current term for Terms, and at least fourteen (14) calendar days prior to the end of the then-current term.

#### **17.2 Termination by Customer**

You can terminate your subscription at any time through the account management page. The termination will result in the deactivation of your account and your access to it. The content you collected through use of Services will remain available for trial use, under the functionalities of the free trial use (For further details, please visit the pricing plan page). If you terminate a subscription before the end of the Subscription Period, you will not receive any refund for the remaining period, unless the refund is required by the law.

#### **17.3 Termination by The Company**

The Company may terminate Customer's subscription for any reason by providing at least 14 days' notice to The Customer for any of the following reasons:

1. Customer materially breached this agreement and failed to fix that breach within 30 days of prior writing notification of The Company
2. Customer failed to pay the Subscription Fees for 30 days past the due date
3. Customer uses the Services for illegal purposes
4. The Company investigates suspected misconduct by Customer
5. The Company retains the right to take immediate action of terminating Customer's subscription without notice, in very sensitive and urgent cases.

**17.4** Upon any termination, The Company will make all Customer Data available to Customer for electronic retrieval for a period of ten (10) days, but thereafter The Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **18. WARRANTIES**

**18.1** The Company represents and warrants to Customer that:

1. the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party;

2. when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of The Company, enforceable against Customer in accordance with its terms.

3. the Provider Systems and Services are and will remain free of Harmful Code

**18.2** The Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a timely and professional manner, which minimizes errors and interruptions in the Services and shall perform the Services in a competent way, following industry standards and practices for similar services and using personnel with the requisite skill, experience, and qualifications required for this purpose.

**18.3** Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by The Company or by third-party. The Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, The Company DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND ARE PROVIDED "AS IS" AND The Company DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. The Company DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL BE VIRUS-FREE, NOR SHALL The Company BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMERS DATA.

**18.4** Customer acknowledges that The Company has set its prices and entered into this Agreement in reliance upon the Warranty Disclaimer and Limitation of Liability set forth in this Agreement, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitation of liability specified in this Agreement will survive and apply even if the warranty disclaimer or any limitation of remedies is found to have failed of its essential purpose. Notwithstanding the foregoing, nothing contained herein shall limit the Suppliers liability for its own willful or wanton conduct.

## 19. DISCLAIMER

**19.1** To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

1. limit or exclude our or your liability for death or personal injury



2. limit or exclude our or your liability for fraud or fraudulent misrepresentation
3. limit any of our or your liabilities in any way that is not permitted under applicable law
4. exclude any of our or your liabilities that may not be excluded under applicable law.

**19.2** The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty. As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

## 20. INDEMNIFICATION

### **20.1** Indemnification by The Company.

1. If a third party makes a claim against Customer that the Services infringes any patent, copyright or trademark, or misappropriates any trade secret, or that The Company' negligence or willful misconduct has caused bodily injury or death, The Company shall defend Customer and its directors, officers and employees against the claim at The Company' expense and The Company shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by The Company, to the extent arising from the claim.
2. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by The Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by The Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (vi) claims related to Customers Data or (vii) where Customer's use of the Service is not strictly in accordance with this Agreement.
3. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by The Company to be infringing, The Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

## **20.2 Indemnification by Customer.**

1. If a third party makes a claim against The Company that the Customer Data or any portions or components of the Services as mentioned in clause 12.1.2 infringes any patent, copyright or trademark, or misappropriates any trade secret, Customer shall defend and hold harmless The Company and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim.
2. A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

## **21. FORCE MAJEURE**

**21.1** Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, failure or interruption or termination of a necessary third party service, acts of terrorism, or the stability or availability of the Internet or a portion thereof, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.

## **22. GENERAL PROVISIONS**

**22.1 Non-Exclusive Service.** Customer acknowledges that Services is provided on a nonexclusive basis. Nothing shall be deemed to prevent or restrict The Company's ability to provide the Services or other technology, including any features or functionality first developed for Customer, to other parties.

**22.2 Assignment.** Customer may not assign this Agreement or any right under this Agreement, without the consent of The Company, which consent shall not be unreasonably withheld or delayed.

**22.3 Customer Reference.** Customer agrees that The Company may identify Customer as a recipient of Services and use Customer's logo in sales presentations, marketing materials and

press releases.

**22.4 Statistical Information.** The Company may anonymously compile statistical information related to the performance of the Services for purposes of improving the Service, if such information does not identify Customers data or include Customers name.

**22.5 Waiver.** No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

**22.6 Severability.** If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible, the same effect as the original term, and the remainder of this Agreement shall remain in full force.

**22.7 Entire Agreement.** This Agreement (including all Order Forms and exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Agreement. This Agreement may be amended solely in a writing signed by both parties. Terms and Conditions provided by Customers, whether implicit or explicit, are deemed null and void unless such terms and conditions are accepted explicit in writing by The Company.

**22.8 Governing Law.** This Agreement and any dispute arising out of or in connection with it, shall be governed by and construed in accordance with the Danish law, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Customer and The Company agree to submit to the venue in, the courts in Copenhagen, Denmark.

**22.9 Contact details of The Company:**

Raven biosciences ApS

Aabogade 15, Incuba

8200 Aarhus N

Denmark

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Aarhus, Denmark, November 2024