

# Master Subscription Agreement

## Terms of Service

### 1. Scope and Area of Application

- 1.1. These Terms of Service (the "TOS") are entered into by Precis and Customer and govern Customer's access to and use of the Service. These TOS shall be deemed incorporated by reference into the Agreement, including any Order Form. If there is a conflict between a provision in these TOS and any other terms of the Agreement, the provision in these TOS shall prevail, except to the extent such other terms expressly state otherwise.

### 2. Provision of Service

- 2.1. Precis will provide to Customer the Service specified in the applicable Order Form on the terms and conditions of these TOS. For this purpose, Customer is during the Subscription Term, granted a limited, revocable, non-exclusive, non-sublicensable license to use and, if applicable, access the Service only for its own use and only to the extent purchased under and specified in the Agreement, subject to and strictly in accordance with the terms and conditions of the Agreement, including for the avoidance of doubt these TOS.
- 2.2. In order to provide the Service under the Agreement certain preconditions apply, such as that Customer must at all times ensure that Precis and the Service are granted any accesses to relevant Third Party Services as required to provide the Service and/or that Customer must have in place proper hosting and storage of Customer Content to which the Service are granted necessary access rights and permissions. For this purpose, Customer shall provide Precis with all information and material requested or otherwise required to provide the Service and shall immediately notify Precis of any circumstances or changes that could affect the provision of the Service, such as circumstances related to Third Party Services accounts, domains, websites, technical setup, tracking, targeting, spend budget, etc.
- 2.3. For the avoidance of doubt, the Service does not include any Professional Services. Professional Services not included and specified in the Order Form (or in another Order Form or separate agreement between the Parties) will be charged additionally in accordance with Section 9.1.
- 2.4. If Customer receives free access or a trial or evaluation subscription to the Service (a "Trial Subscription"), then Customer may use the Service in accordance with these TOS for a period of thirty (30) calendar days or such other period granted by Precis (the "Trial Period") specified in an Order Form. Trial Subscriptions are permitted solely for Customer's use to determine whether to enter into a binding subscription to the Service. Trial Subscriptions may not include all functionality and features accessible as part of a paid subscription term. Precis has the right to terminate a Trial Subscription at any time for any reason. If the Customer does not terminate the Trial Period prior to the delivery date specified in the applicable Order Form (the "Subscription Start Date"), the Customer shall be deemed to have entered into the Agreement for a paid term in accordance with Section 9 of the TOS, starting from the Subscription Start Date specified in the applicable Order Form. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PRECIS WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT, OR OTHER OBLIGATIONS WITH RESPECT TO TRIAL SUBSCRIPTIONS.
- 2.5. From time to time, Precis may modify the TOS. Unless otherwise specified by Precis, changes become effective for Customer upon renewal of Customer's current Subscription Term (as

defined in the applicable Order Form), or entry into a new Order Form. Precis will use reasonable efforts to notify Customer of the changes through communications via Customer's account, email or other means.

### 3. Use of Service

- 3.1. Customer will comply with the Agreement and all applicable laws and regulations in Customer's use of and access to the Service and Professional Services. In addition, Customer will not: (a) misappropriate any part of the Service; (b) modify, disassemble, decompile, reverse engineer, otherwise attempt to discover the source code of the Service, copy, reproduce, adapt, translate or otherwise create derivative works from or in respect of the Service, or any part thereof (except to the limited extent that such prohibition is not permitted by applicable law); (c) rent, lease, sell, assign, sublicense, distribute or otherwise transfer rights in or to the Service, or any part thereof, or in any other way allow a third party to use the Service other than as expressly provided for in the Agreement; (d) remove any proprietary notices or labels on or in the Service; (e) damage or tamper with any part of the Service, including use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service; (f) use the Service or interfaces provided with the Service to access any Third Party Service or product in a manner that violates their respective terms or applicable law; (g) breach any of Precis' security measures; (h) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party including but not limited to accessing Third Party Services for which Customer has no rights or in violation of the terms of Third Party Services; (i) input or cause the input of any virus, malware, or other harmful code into the Service.
- 3.2. Precis reserves the right to at any time and without consequence suspend or terminate any part of the Service (including any access) if Precis has legitimate reason to believe that Customer is not complying with these TOS or is otherwise abusing the Service.
- 3.3. Customer agrees not to use the Service to store, process or transmit (or otherwise grant Precis or the Service access to) Sensitive Information. Precis will not have, and hereby specifically disclaims, any liability that may result from Customer's use of the Service to store, process or transmit Sensitive Information. In addition, Customer agrees not to pass to Precis or the Service or to use the Service to pass (or otherwise cause the passing of) any Direct Personal Data to the Service or any Third Party Service unless and only to the extent explicitly allowed to do so and always in accordance with this Agreement and any applicable terms of the applicable Third Party Services. Without limiting the foregoing, Customer agrees that the Service are not designed to comply with industry-specific laws and regulations such as on bank secrecy, patient and health data, Payment Card Industry Data Security Standards and/or similar, and Customer may not use the Service where Customer's usage would risk violating such laws and regulations.

### 4. Third Party Services

- 4.1. The functionality of the Service may allow or require Customer to link to and/or otherwise gather and/or input data from/to multiple Third Party Services. By linking or otherwise connecting the Service to Customer's account or similar on a Third Party



Service, Customer authorises Precis to access Customer's Third Party Service account (and any information, content, materials and features included therein) and use such Third Party Service (with read and write privileges) on Customer's behalf for the purpose of integrating and/or connecting the Service with such Third Party Service in order to provide functionalities and features of the Service, such as to create reports for Customer.

- 4.2. The Third Party Services that are compatible with the Service are selected by Precis at its sole discretion and Precis may, during the Subscription Term, change the Third Party Services that are compatible with the Service. In addition, Precis may discontinue the compatible Third Party Services if the applicable service providers of the Third Party Services discontinue the relevant services or discontinue making such services available to Precis.
- 4.3. Precis assumes no liability whatsoever for Third Party Services, such as Facebook, Google Analytics, Google Ads, Customer's CRM systems, Customer's data warehouses (such as Google Cloud and Google BigQuery), or the data or other content in or from any Third Party Services. The use of Third Party Services is governed solely by the agreement between Customer and the provider of such Third Party Service, and the Third Party Services provider, and not Precis, is solely responsible for such Third Party Service. Customer must comply with all third-party terms applicable to the Third Party Services and as between Customer and Precis, Customer is solely responsible for (i) securing and backing up data stored on Third Party Services, including any Customer Content or any data that is used to create or that is the basis of any Customer Content, (ii) ensuring it has the right to use or direct the Service to connect/link to and process any such data from or in the Third Party Services, and (iii) obtaining any such consents and/or authorizations as may be needed from time to time in relation to such data or other content and their processing by using the Service.

## 5. Modifications to the Service

Precis may make non-material modifications to the Service during the Subscription Term without prior notice. However, Precis will notify Customer of any material changes in advance.

## 6. Proprietary rights

- 6.1. As between Precis and Customer, Customer and its Affiliates retain all rights, title and interest (including all Intellectual Property Rights) in and to the Customer Content. Precis and its Affiliates may only use and disclose Customer Content in accordance with the Agreement (i) as Service statistics, which will not include any Personal Data or information that identifies or would reasonably be expected to identify Customer, (ii) to monitor the Service and provide support, and (iii) to provide the Service and enforce its rights under the Agreement (it being understood and agreed that Customer's non-aggregated data will not be used or disclosed to any third party by Precis or its Affiliates (except to Third Party Services or as otherwise directed by Customer or expressly permitted by the Agreement) without Customer's written consent).
- 6.2. The Service (and any and all modifications, adaptations, or and customisations thereof), and Professional Services (if any), including all associated Intellectual Property Rights are, and will remain, the property of Precis (and its Affiliates and licensors). All rights in and to the Service and Professional Services not expressly granted to Customer in the Agreement are expressly reserved and retained by Precis (and its Affiliates and licensors) without restriction, including, Precis' (and its Affiliates' and licensors') right to sole ownership of the Service and Professional

Services.

- 6.3. Customer is not required to provide feedback; however, if Customer provides any materials, feedback, requests, questions, comments, test results or ideas to Precis or its Affiliates regarding the Service or Professional Services including suggesting or recommending changes, features, functionality or improvements to the Service or Professional Services ("Feedback"), then Customer assigns to Precis all right, title, and interest in that Feedback and Precis may use, disclose or otherwise exploit the Feedback for any purposes without obligation or compensation to Customer provided, however, that Precis does not disclose Feedback to third parties in a manner that would identify Customer without Customer's prior written consent.
- 6.4. Notwithstanding anything to the contrary in these TOS, Customer agrees that Precis and its Affiliates may collect Service Data, and Precis and its Affiliates may use Service Data to develop, improve, support and operate its products and services during and after the Subscription Term. Customer further agrees that Precis and its Affiliates may aggregate and anonymize such data for other business purposes including to create and disclose public statistics, for example, to enable Customer and other customers to benchmark their performance against industry level statistics, provided that such aggregated data does not include any Personal Data or otherwise identify Customer as the source of the aggregate data.
- 6.5. Precis, Precis Digital, the Precis logos, and any other product or service name or slogan contained on or in the Service are trademarks or registered trademarks of Precis and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of the applicable trademark owner. All other trademarks, registered trademarks, product names and company names or logos mentioned on or in the Service are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship, or recommendation thereof by Precis, or vice versa. Customer consents to Precis using Customer (including Customer's name and trademarks) as reference on Precis' website, in marketing material or other types of media. Customer may withdraw (fully or partly) its consent at any time in writing.

## 7. Confidentiality

- 7.1. Each Party agrees (i) to use the other Party's Confidential Information only to the extent necessary to perform its obligations or exercise its rights under the Agreement or, in Precis case, as directed by Customer, (ii) protect the other Party's Confidential Information with the same standard of care it uses to protect its own Confidential Information (but in no event less than a reasonable standard of care), and (iii) subject to the terms of the Agreement (including but not limited to Section 4 of these TOS) or as otherwise required as required to provide the Service or Professional Services, not to disclose the Confidential Information other than to eligible Third Party Services, Affiliates, subcontractors, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. Each Party is responsible for any actions of its Affiliates, employees and agents in violation of this Section 7.1. Upon termination of the Agreement, the Parties will promptly either return or destroy all Confidential Information and, upon request, provide written certification of compliance with this

Section 7.1.

- 7.2. Each Party may disclose the other Party's Confidential Information when required by law but only after it, if legally permissible: (a) gives reasonable notice to the other Party; and (b) uses commercially reasonable efforts to provide the other Party with the opportunity to seek a protective order or the equivalent.

## 8. Privacy and data protection

Annex 1: Data Processing Agreement describes how Precis will process Personal Data on Customer's behalf in connection with the Agreement. The terms of the Data Processing Agreement are incorporated by reference into these TOS and shall apply to the extent any Customer Content includes Personal Data or Precis otherwise processes any Personal Data on behalf of Customer in connection with the Agreement.

## 9. Fees and Payment

- 9.1. Customer agrees to pay to Precis the fees for the Service and agreed Professional Services (if any) in accordance with the fee structure set out in the applicable Order Form, exclusive of applicable third party costs (which apply in addition to the fees for the Service and/or the Professional Services). Any Professional Services provided or other work rendered beyond the scope of Professional Services agreed to in the applicable Order Form will be charged in addition and in accordance with Precis' then applicable price list.
- 9.2. The fees under the Agreement are exclusive of VAT and other additional taxes and charges. Customer shall pay all amounts due within thirty (30) days of the date of Precis' invoice. In case of late payment, interest on the balance owed will be charged at the statutory rate applicable (or, in the absence of any such statutory rate, 10 percent per annum) from the due date until receipt of payment. If a payment reminder is sent by Precis, a reminder fee will also be charged in accordance with applicable law. Unpaid invoices may be submitted for debt collection (Swedish: inkasso). Precis may, in its sole discretion, invoice the Customer from any affiliate within the Precis group for the fees (including license fees and/or other third party costs incurred by Precis) under the Agreement.
- 9.3. In the event of Customer being late with payment for more than thirty (30) calendar days after an invoice is due under the Agreement, Precis shall be entitled to suspend or limit Customer's use of the Service. Any limitation of Customer's ability to use the Service according to the previous sentence does not affect Precis' right to receive any fees under the Agreement or Precis' right to terminate the Agreement in accordance with Section 13.

## 10. Warranties

- 10.1. Customer warrants and agrees that (i) Customer has full power and authority to enter into the Agreement and that the terms of the Agreement are binding upon it and enforceable against it in accordance with its terms, (ii) Customer will comply with the terms of the Agreement, the terms and conditions of applicable Third Party Services, and all applicable laws in connection with Customer's access to and/or use of the Service, and (iii) that no Customer Content will infringe or violate any applicable laws, terms and conditions of applicable Third Party Services, confidentiality obligation, Intellectual Property Rights or any other rights of any person or entity.
- 10.2. Customer further warrants and agrees that Customer will use the Service only in compliance with all applicable privacy laws, rules,

and regulations (including also any applicable terms and conditions of applicable Third Party Services). For this purpose, Customer acknowledges and agrees that Customer is solely responsible for having appropriate privacy notices in place in accordance with applicable law as well as to ensure the legal ground for any processing of Personal Data, including to obtain any necessary consents to the processing of Personal Data in connection with the Service.

- 10.3. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, PRECIS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICE, INCLUDING ALL STATUTORY AND IMPLIED WARRANTIES, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE (EVEN IF PRECIS HAS BEEN MADE AWARE OF SUCH PURPOSE OR USE), ALL WARRANTIES THAT THE USE OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE, ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, OR THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## 11. Indemnification

- 11.1. To the extent permitted by applicable law, Customer will indemnify, hold harmless and defend Precis and its Affiliates, at Customer's expense, from any and all third party claims, actions, proceedings, and suits brought against Precis or any of its Affiliates, and all related liabilities, losses, damages, settlements and settlement amounts, penalties, fines, costs or expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by Precis or any of its Affiliates, arising out of or relating to (a) Customer's violations of applicable laws, rules or regulations in connection with Customer's use of the Service or Professional Services and/or (b) Customer's breach of the Agreement.
- 11.2. Precis will, subject to Customer giving written notice of alleged infringements as soon as possible after learning of such alleged infringements, indemnify, hold harmless and defend Customer from any and all third party claims, actions, proceedings, and suits brought against (including, without limitation, reasonable legal fees and other litigation expenses) that may be awarded to any third party based on the grounds that the Service infringe or otherwise violate the intellectual property rights of a third party, except to the extent that the alleged infringement or violation has been caused by the Customer's use thereof in violation of this Agreement.
- 11.3. The Party seeking indemnification will notify the other Party in writing of any allegations that preceded the legal proceeding and offer the indemnifying Party to join in the defense with its own counsel at its own expense.

## 12. Limitation of liability

- 12.1. Precis' liability shall under all circumstances be limited to direct damages and shall not cover indirect damages, such as loss of sales, loss of profit, or damages that could not reasonably be foreseen by Precis. The total and aggregated liability of Precis, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall be limited to fifty percent (50%) of the fees paid for the Service to which the liability relates during the twelve

(12) month period preceding the claim.

### 13. Term and termination

- 13.1. The term of the Agreement and any applicable Subscription Term(s) are specified in the applicable Order Form. The Agreement will automatically expire or terminate (as applicable) when the last active Subscription Term under the Agreement is expired or terminated in accordance with the Order Form, unless otherwise terminated earlier by either Party in accordance with this Section 13.
- 13.2. Notwithstanding Section 13.1, either Party may terminate the Agreement (or an individual Order Form, as applicable) upon thirty (30) days' written notice, provided that the Agreement (including any Order Form(s)) may not be terminated effective prior to the expiration of three (3) months from the effective date (i.e. from the date of the last signature, unless another effective date has been agreed) of the Agreement.
- 13.3. Either Party may immediately terminate the Agreement for cause upon giving written notice to the other Party: (a) if the other Party is in material breach of any of the terms of this Agreement (including Customer's failure to pay any fees due hereunder within thirty (30) days of the payment due date) and that material breach is not capable of being remedied, or if the other Party has failed to remedy such breach (in the case of a breach capable of being remedied) within thirty (30) days of receiving a written notice requiring it to do so; or (b) if a Party enters into composition negotiation, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent.
- 13.4. In case of termination pursuant to Section 13.3, notice of termination shall be given without undue delay after the circumstance invoked becomes known to the affected Party or when the affected Party should have been reasonably aware of it.

### 14. Miscellaneous

- 14.1. **Force Majeure.** Precis shall not be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond Precis' reasonable control ("**Relieving Circumstances**"). Relieving Circumstances include but are not limited to government action or omission, new or amended legislation, loss of personnel, illness or other impairment of work, death, labour disputes, embargo, war, fire, flood, loss or destruction of data or property of significant importance or accident of significant size. If Precis intends to claim any Relieving Circumstances applicable, Precis shall notify Customer without unreasonable delay. Notwithstanding the foregoing, Precis may under such Relieving Circumstances terminate the Agreement if the execution of an obligation is delayed more than four (4) weeks.
- 14.2. **Survival.** The definitions contained herein and the Data Processing Agreement, Sections 1, 6, 7, 8, 9, 11, 12 and 14 and Sections 3.2, 3.3, 4.3, 4.4, 13.2.4, and 13.6-13.15 of these TOS and Sections 9 (Liability) and 10 (Term and termination) of the Data Processing Agreement shall survive the termination or expiration of the Agreement. All other obligations of Precis under the Agreement will end upon the effective termination or expiration of the Agreement.
- 14.3. **Assignment.** Neither Party may assign any of its rights or obligations under the Agreement without the prior written consent of the other Party. Precis may, however, freely assign any or all of its rights and obligations under the Agreement to a

Precis Affiliate.

- 14.4. **Subcontractors.** Precis may use subcontractors to provide all or part of the applicable Service or Professional Services under the Agreement. Precis is responsible for (i) breaches of the Agreement caused by its subcontractors in relation to the Service, and (ii) the performance of any Professional Services by a subcontractor to the same extent as it would be if performed by its own employees.
- 14.5. **Modification.** Changes to the Agreement shall be agreed to in writing and signed by both Parties (which includes also by "click and accept" in the Service interface). Precis may however upon thirty (30) days' prior written notice to Customer, change these TOS (including any URL referenced in the Agreement).
- 14.6. **Notices.** Any notices under the Agreement shall be in writing and delivered to the Party's email address set forth in an Order Form and/or to the officially stated addresses of a Party from time to time. The notification shall be considered received: (a) if delivered by courier: when handed to the recipient; (b) if sent by registered letter: two (2) days after delivery of mail; or (c) if sent by email; when sent if the receipt has been properly confirmed. Any notices from Customer to Precis must in order to be valid also be sent with a mandatory copy to [notices@precisdigital.com](mailto:notices@precisdigital.com). Any notices from Precis to Customer will be sent to the Customer's contact person's email indicated in the Order Form. Customer must notify Precis of any changes to Customer contact person email. Any notices from Customer to Precis shall be sent to [legal@precisdigital.com](mailto:legal@precisdigital.com).
- 14.7. **Section headings.** Section headings and numbers in the Agreement are for convenience and reference purposes only, and shall not affect the construction or interpretation of the Agreement.
- 14.8. **Severability.** If any provision of the Agreement is held to be wholly or in part invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement, and the application of that provision shall be enforced to the extent permitted by law.
- 14.9. **No-waiver.** A waiver of any breach or obligation of the Agreement is not deemed a waiver of any other breach or obligation.
- 14.10. **Equitable relief.** Nothing in the Agreement will limit Precis' ability to seek equitable relief.
- 14.11. **Independent Parties.** The Parties to the Agreement are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties is created by the Agreement.
- 14.12. **No third-party beneficiaries.** There are no third party beneficiaries to the Agreement, except Precis Affiliates are intended third party beneficiaries of the Agreement.
- 14.13. **Statute of limitation.** Customer must initiate a cause of action for any claim(s) relating to or arising from the Agreement and its subject matter within one (1) year from the earlier of (i) the date Customer knew, or should have known, of the facts giving rise to the claim(s), or (ii) the effective termination or expiration of the Subscription Term of the Service to which the claim relates.
- 14.14. **Entire Agreement.** The Agreement constitutes the complete and exclusive statement of the agreement between Precis and Customer in connection with the Parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions and writings (including any

confidentiality agreements) are merged in and superseded by the Agreement and the Parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both Parties, except as permitted under the Agreement.

## 15. Governing Law and dispute resolution

- 15.1. The Agreement shall be governed by the substantive law of Sweden (excluding its conflicts of law rules or principles). Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").
- 15.2. The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be English.

## 16. Definitions

**"Affiliate"** means any entity, that directly or indirectly (through one or more intermediaries) controls, is controlled by or is under common control with a Party.

**"Agreement"** means the applicable Order Form together with these TOS and any other agreements referenced in or explicitly incorporated under the Order Form or these TOS.

**"Confidential Information"** means the terms of the Agreement and information disclosed by one Party to the other Party under the Agreement that is marked as confidential or would normally be considered confidential (e.g. product or business plans), but does not include information that the recipient already knew, becomes public through no fault of the recipient, is independently developed by the recipient without reference to the discloser's Confidential Information, or is rightfully given to the recipient by a third party without confidentiality obligations.

**"Customer"** means the customer entity that is party to the Order Form referencing these TOS.

**"Customer Content"** means all data, data files and other information that is uploaded, submitted or published, transmitted or stored by or on behalf of Customer in connection with Customer's use of the Service. Customer Content does not include Service Data.

**"Direct Personal Data"** means any Personal Data that can, or reasonably can, be used to directly identify an individual, such as but not limited to names, addresses, email addresses, phone numbers, exact location data, social security numbers, drivers license numbers and passport numbers. Certain Direct Personal Data may also constitute Sensitive Information.

**"Documentation"** means any accompanying documentation made available to Customer by Precis for use with the Service, including any documentation available online.

**"Feedback"** shall have the meaning given to it in Section 6.3.

**"GDPR"** shall have the meaning given to it in Annex 1: Data Processing Agreement.

**"Intellectual Property Rights"** means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, trade secret, know-how or

confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

**"Order Form"** means an order form for the Service and/or Professional Services referencing these TOS and that is signed by both Parties.

**"Party"** or **"Parties"** means Precis and Customer, either collectively or individually.

**"Personal Data"** shall have the meaning given to it in Annex 1: Data Processing Agreement.

**"Precis"** means the Precis Entity that is party to the Order Form referencing these TOS.

**"Precis Entity"** means Precis Digital AB or any other entity that is an Affiliate to Precis Digital AB.

**"Professional Services"** means any implementation services, consultation, support or other related professional services provided under an Order Form.

**"Sensitive Information"** means any special categories of personal data as defined in article 9.1 of the GDPR (such as data concerning health), information about individuals Customer knows or should know are children (children being individuals less than the greater of 13 years of age or the age defined by law in any applicable jurisdiction, or whose information otherwise requires parental consent for processing), payment card information, including credit card numbers and debit card numbers, financial account numbers or wire instructions, government issued identification numbers (such as social security numbers, drivers license numbers and passport numbers), or any other information that is otherwise protected, restricted or similar under applicable laws and regulations, such as the GDPR.

**"Service"** means the cloud platform "Alvie", provided by Precis (including for the avoidance of doubt any and all related and underlying technology, e.g. ASP-services, APIs, dashboards and connectors) that consolidates marketing data from various platforms, enabling tailored attribution models and leveraging AI for data-driven marketing recommendations, that Customer has purchased from Precis under an Order Form, including any Documentation and any derivative works, modifications or improvements of any of the foregoing, including as may be incorporated, Feedback.

**"Service Data"** means query logs, performance data, such as traffic and conversion data, and other information about Customer's use of the Service and Professional Services. Service Data may not include any Personal Data and is not considered Customer Content.

**"Subscription Term"** means the subscription term for the Service and/or (if applicable) recurring Professional Services as set forth in the Order Form.

**"Third Party Services"** means any third-party services and data sources, such as various third-party websites, marketing and analytics platforms, CRM-systems, cloud storage, social and similar services. For the purpose of these TOS, Third Party Services shall also include any of Customer's own systems and accounts, regardless of if such systems or accounts are hosted,



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developed and/or owned by Customer or a third party.

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## Annex 1

### Data Processing Agreement

#### 1. Background

- 1.1. This Data Processing Agreement (“DPA”) is an annex to and shall be deemed incorporated by reference into the TOS. Therefore, it forms an inseparable part of and is governed by the terms of the Agreement.
- 1.2. In its provision of the Service, Precis may process Personal Data on behalf of Customer. The Parties agree that Precis shall be considered a processor under Applicable Law and the Customer, as applicable, a controller or processor. If Customer is a processor, Customer warrants to Precis that Customer’s instructions and actions with respect to the Personal Data, including its appointment of Precis as another processor have been authorised by the relevant controller.

#### 2. Definitions and interpretation

- 2.1. Besides the definitions provided in the TOS or elsewhere in text of this DPA, these definitions shall, for the purpose of this DPA, have the following meanings:

“**Applicable Law**” means for the purpose of this DPA the GDPR and such national legislation implementing the GDPR in Sweden, Denmark, Norway, Finland and/or the United Kingdom as applicable to Precis.

“**Data Subject**” shall have the same meaning as given in article 4 of the GDPR.

“**Data Incident**” means a personal data breach as defined in the GDPR, i.e. a security incident leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, and/or access to, personal data, involving the Personal Data.

“**EU GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

“**EU Standard Contractual Clauses**” means (i) standard contractual clauses (sometimes also referred to as standard data protection clauses) regulating the transfer of Personal Data to third countries that have been adopted by the European Commission or any subsequent version thereof adopted by the European Commission and (ii) any standard data protection clauses for the transfer of Personal Data to third countries adopted by a supervisory authority that have been approved by the European Commission.

“**GDPR**” means as applicable: (a) the EU GDPR; and/or (b) the UK GDPR.

“**Google**” means the Google Entity that is party to an agreement with Precis.

“**Google Entity**” means Google LLC, Google Ireland Limited or any other Affiliate of Google LLC.

“**Personal Data**” means all personal data as defined in the GDPR that is being transferred, stored or otherwise processed by Precis on behalf of Customer under the

Agreement. The Parties acknowledge and agree that anonymized personal data, whereby a Data Subject cannot be identified, shall not be considered Personal Data under this DPA.

“**Sensitive Information**” shall have the meaning given to it in the TOS.

“**Service**” or “**Services**” means for the purpose of this DPA the Service and Professional Services (both as defined in the TOS), either collectively or individually.

“**Subprocessor**” means any third party engaged by Precis to process Personal Data on behalf of the Customer.

“**UK GDPR**” means the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, and applicable secondary legislation made under that Act.

- 2.2. The terms “controller”, “processing”, “processor” and “supervisory authority concerned” as used in this DPA shall have the meanings as given in the GDPR.
- 2.3. If a provision of the TOS conflicts with the terms of this DPA, the terms of this DPA shall prevail in matters concerning data protection. Subject to the amendments in this DPA, the TOS remain in full force and effect.

#### 3. Responsibilities of Customer

- 3.1. Customer is responsible for determining the purposes and means of the processing of Personal Data. It is Customer’s responsibility to ensure that Personal Data have been lawfully collected and that the Data Subjects have been informed of the processing, e.g through appropriate privacy notices and consent requests, in accordance with Applicable Legislation.
- 3.2. Customer shall only provide correct Personal Data to Precis and notify Precis without undue delay of any errors or irregularities that Customer gains knowledge of in connection to the processing of Personal Data under this DPA.
- 3.3. Customer warrants and represents it will: (a) ensure that its processing of Personal Data is carried out only in accordance with, including to comply with its obligations as controller, under Applicable Law; (b) ensure it has a legal basis (in compliance with Applicable Law) for the disclosure and use of all Personal Data for the purposes set out in this DPA. If Customer has not collected Personal Data directly from the Data Subject it pertains to, Customer warrants and represents, without limiting anything in this DPA, that it has all necessary rights and permissions and a lawful basis to disclose and use the Personal Data; (c) provide clear and complete instructions to Precis for the processing of Personal Data, prior to the processing; (d) not instruct Precis to process Personal Data in a manner that would constitute a breach of Applicable Law; (e) not disclose to or otherwise instruct or cause Precis to process any Sensitive Information; and (f) obtain legally valid consents from Data Subjects prior to commencing any processing of Personal Data, if such consents are required by Applicable Law, and provide Data

Subjects any information related to the processing, as required by Applicable Law.

- 3.4. Customer shall without undue delay inform Precis of any action taken by a Data Subject, supervisory authority or other third party in connection to the processing of Personal Data under the Agreement, including this DPA, which may affect the processing of the Personal Data.

#### 4. Processing of Personal Data

- 4.1. The purpose of the processing of Personal Data is to perform the Services pursuant to the Agreement.
- 4.2. The nature and duration of the processing, categories of Data Subjects and types of Personal Data are further described in [Sub-annex 1.1](#).
- 4.3. Precis shall process the Personal Data:
- a) in accordance with Customer's instructions described in this DPA and the Agreement, as well as in accordance with any further documented instructions from Customer that the Parties may agree to from time to time, and not for its own purposes unless required to do so by the laws of the European Union or its member states to which Precis is subject (in such a case, Precis shall inform Customer of that legal requirement before carrying out such processing, unless that law prohibits Precis from doing so); and
  - b) in accordance with Applicable Law.
- 4.4. Precis shall promptly inform Customer if, in its opinion, the Customer's instructions infringe Applicable Law.

#### 5. Security and confidentiality

- 5.1. In order to ensure a level of security appropriate to the risk, Precis will implement and maintain appropriate technical and organisational security measures, in accordance with article 32 of the GDPR, to protect the Personal Data against accidental or unlawful destruction, loss, alteration, and against unauthorised disclosure or access ("**Security Measures**"). Precis may update or modify the applied Security Measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the Services. Precis will provide information on adopted Security Measures upon Customer's request.
- 5.2. Precis will take appropriate steps to ensure that all persons authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 5.3. If Precis becomes aware of a Data Incident, Precis will (a) notify Customer of the Data Incident promptly and without undue delay; (b) promptly take reasonable steps to minimise harm and secure the Personal Data; and (c), upon Customer's request, assist the Customer in accordance with Section 6 below. The Data Incident notification will describe, to the extent possible, details of the Data Incident, including steps taken to mitigate the potential risks and steps Precis recommends Customer to take to address the Data Incident. Precis' notification of or response to a Data Incident under this Section 5.3 will not be construed as an acknowledgement by Precis of any fault or liability with respect to the Data Incident.

#### 6. Precis' assistance to Customer

- 6.1. Upon Customer's request, Precis will:
- a) taking into account the nature of the processing,

assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests from Data Subjects under chapter III of the GDPR; and

- b) assist Customer in ensuring compliance with the obligations pursuant to articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to Precis.

- 6.2. Precis may charge a fee (based on Precis' reasonable costs) for its assistance pursuant to Section 6.1. Precis will provide Customer with further details of any applicable fee, and the basis of its calculation, in advance of any such assistance.

#### 7. Data transfers and Subprocessors

- 7.1. Customer acknowledges and agrees that Precis and/or its Affiliates (or their respective Subprocessor(s), as the case may be), may store and process Personal Data in the countries in which Precis, its Affiliates or any of their respective Subprocessors maintain facilities.
- 7.2. Customer specifically authorises the engagement of (i) Google and Google's Affiliates as Subprocessors and (ii) the Subprocessors listed in [Sub-annex 1.2](#). Information regarding Google's data processing, privacy and security practices is, for example, available at <https://privacy.google.com/businesses/>. In addition, Customer generally authorises the engagement of other Subprocessors, provided that Precis when engaging any Subprocessor:
- a) enters into a written agreement with the Subprocessor setting forth obligations at least as strict as the obligations of Precis as set out in this DPA by imposing the data protection obligations set out in Article 28(3) of the GDPR on the Subprocessor;
  - b) informs Customer of the engagement before any Personal Data is processed by the new Subprocessor (including the name and location of the relevant Subprocessor and the activities it will perform); and
  - c) remains fully liable under this DPA for all obligations subcontracted to, and all acts and omissions of, the Subprocessor.
- 7.3. Customer may object to any new Subprocessor by terminating the Agreement (or affected parts thereof) immediately upon written notice to Precis, on condition that Customer provides such notice within seven (7) days of being informed of the engagement of the new Subprocessor as described in Section 7.2.(b). This termination right is Customer's sole and exclusive remedy if Customer objects to any new Subprocessor.
- 7.4. Precis may transfer personal data to a Subprocessor in a country outside of the EU/EEA or in a country which is not covered by the exception to the prohibition against transfers to third countries according to the GDPR provided that Precis ensures, prior to such transfer taking place, that such transfer takes place under a lawful transfer mechanism (such as by entering into EU Standard Contractual Clauses with the Subprocessor). For clarity, the Parties are aware and agree that it is the responsibility of the Customer to ensure a legal ground for transfers to third countries (i) within or to Third Party Services and/or (ii) that are or take place either as a result of or due to the use of Customer's own systems and accounts, such as in





Customer's utilised third party marketing or analytics platform accounts to which Customer may grant Precis access from time to time.

## **8. Review of compliance and audits**

- 8.1. Precis will, upon Customer's written request, provide Customer with sufficient information and documentation in order to enable Customer to verify that Precis complies with its obligations pursuant to this DPA.
- 8.2. In addition, Precis will allow Customer or a third party auditor reasonably acceptable by Precis (that is not a competitor of Precis as well as suitably qualified and independent) appointed by Customer to conduct audits (including inspections), if and to the extent:
  - a) Precis has not provided sufficient evidence of its compliance through information reasonably requested pursuant to Section 8.1;
  - b) a Data Incident has occurred;
  - c) an audit is formally requested by the supervisory authority concerned; or
  - d) Customer is provided a mandatory audit obligation under Applicable Law and provided that Customer shall only perform such audit on an annual basis, unless Applicable Law provides mandatory requirements for more frequent audits.
- 8.3. Customer shall send any request for an audit under Section 8.2 to Precis at least thirty (30) days' in advance, unless mandatory requirements under Applicable Law require otherwise. Following receipt by Precis of Customer's audit request, Precis and Customer will discuss and agree in advance on the reasonable start date, scope and duration of, and security and confidentiality controls applicable to, any audit under Section 8.2. Customer shall bear all costs and expenses in relation to any such audits.
- 8.4. For the avoidance of doubt, nothing in this DPA will require Precis either to disclose to Customer or its third party auditor, or to allow Customer or its third party auditor to access:
  - a) any data of any other customer of Precis;
  - b) Precis' internal accounting or financial information;
  - c) any trade secret of Precis;
  - d) any information that, in Precis' reasonable opinion, could: (i) compromise the security of Precis' systems or premises; or (ii) cause Precis to breach its obligations under the Applicable Law or its security

and/or privacy obligations to Customer or any third party; or

- e) any information that Customer or its third party auditor seeks to access for any reason other than the good faith fulfilment of Customer's obligations under Applicable Law.

## **9. Liability**

The total liability of Precis under or in connection with this DPA will be limited to the maximum monetary or payment-based amount at which Precis' liability is capped under the TOS (for clarity, any exclusion of indemnification claims from the TOS' limitation of liability will not apply to indemnification claims under this DPA). If there is no monetary or payment-based liability cap under the TOS, then the total liability of Precis under or in connection with this DPA will not exceed 50% of the total amount of fees paid to Precis with respect to the Service during the twelve (12) months before the date when the liability arose.

## **10. Term and termination**

- 10.1. This DPA applies from the effective date of the Agreement and for as long as the Agreement is in force between the Parties.
- 10.2. Upon termination of this DPA, Customer shall ensure proper revocation of Precis' access (if any) to Third Party Services as well as Customer's other systems (including relevant platform accounts) and instruct Precis to, as applicable, return and/or delete all Personal Data (including existing copies) from Precis' systems in accordance with Applicable Law. Precis will comply with this instruction as soon as reasonably practicable and within a maximum period of one hundred eighty (180) days, unless EU or EU Member State law requires storage.
- 10.3. Notwithstanding the above, the terms of this DPA will continue to apply until all Personal Data in Precis' possession has been returned to Customer and/or deleted.

## **11. Governing law and dispute resolution**

- 11.1. This DPA shall be governed by the substantive law of Sweden.
- 11.2. Any dispute, controversy or claim arising out of or in connection with this DPA or the breach, termination or invalidity thereof, shall be settled in accordance with the provisions for dispute resolution in the TOS.

## Sub-annex 1.1

### Processing Activities & Type of Personal Data

*Precis (or "we", "our" or "us") may update this list from time to time in order to keep it updated in relation to the Services and digital marketing platforms.*

#### Subject matter

Precis' provision of the Services and any related support to Customer under the Agreement.

#### Nature and purpose of the processing activities

Precis will process (including, as applicable to the Services and Customer's instructions as set forth in the Agreement, including the DPA, collecting, recording, organising, structuring, storing, altering, retrieving, using, disclosing, combining, erasing and destroying) Personal Data for the purpose of providing the Services, including any related support to Customer, and to fulfil its obligations according to the Agreement, including the DPA.

#### Duration of the processing

The Personal Data may be processed during the term of the DPA plus the period from expiry of the DPA until deletion of all Personal Data by Precis, as applicable, in accordance with the DPA.

#### Categories of data subjects

The Personal Data will concern the following categories of Data Subjects:

- Data Subjects about whom Precis collects Personal Data in its provision of the Services; and/or
- Data Subjects about whom personal data is transferred (including granted access to) to Precis in connection with the Services by, at the direction of, or on behalf of Customer.

Depending on the nature of the Services, these Data Subjects may include individuals: (a) to whom online advertising has been, or will be, directed; (b) who have visited specific websites, platforms or applications in respect of which Precis provides the Services; (c) who are customers or users (including prospective customers or users) of Customer products or services; and/or (d) who are employees or representatives of Customer.

#### Types of Personal Data

In relation to the Agreement with Precis, Personal Data may include following types of personal data (as applicable to the Services and Customer's instructions):

- Client, transaction and online identifiers, such as cookie identifiers, internet protocol addresses and device identifiers;
- Location data;
- Names, email addresses, addresses and other identifiers provided by (or at the direction of) Customer;
- Data relating to Data Subjects provided to Precis via or in connection with the Services by (or at the direction of) Customer, including to create and collaborate on reports, graphs and charts;
- Contact information for matching that includes information that personally identifies individuals, such as online identifiers, names, email addresses, and phone numbers used for matching purposes;
- Event data that includes other information Customer shares or instructs Precis to collect about Data Subjects and the actions they take on or in relation to Customer's websites, social media accounts/pages and apps or in Customer's stores, such as visits to Customer's sites, installations of Customer's apps, and purchases of Customer's products or services;
- Other CRM data that includes any other information provided by (or at the direction of Customer) about Data Subjects and their preferences, interests and attributes or the actions they take on, or in relation to, Customer's websites and social media accounts/pages, apps and communication or media platforms, in Customer's stores or otherwise in relation to Customer's products or services, such as purchases or use of Customer's products or services;
- Other Personal Data that may occur in connection with Services, such as in connection with the Third Party Services in scope of the Services in accordance with the Agreement.



## Sub-annex 1.2

### Ordinary Subprocessors

Precis undertakes to use a commercially reasonable selection process by which we evaluate the security, privacy and confidentiality practices of Subprocessors that will or may have access to or process Personal Data. Precis is using the following ordinary Subprocessors, depending on the scope of the Agreement:

Sub processor	Website	Function
Google	<a href="https://privacy.google.com/businesses/">https://privacy.google.com/businesses/</a>	Infrastructure services, such as for advertising, analysis, reporting, document processing, communication and storage.
Intercom	<a href="https://intercom.com/">https://intercom.com/</a>	Customer support messaging platform
Precis Affiliates	<a href="https://precisdigital.com">https://precisdigital.com</a>	Internal support

This list may be updated from time to time when Subprocessors are added or removed.