Milva - Terms and Conditions

1. Definitions

For the purposes of these Terms and Conditions, capitalized terms shall have the meaning assigned to them below:

"Agreement" shall mean any agreement between Milva and the Customer for the Customer to use the Milva service.

"Authorized User" shall mean any person authorized by Customer to access the Service. Only the following categories of persons may be authorized by Customer:
- Employees of Customer, including temporary staff, throughout the term of the employment.
- Business partners, e.g. external employees of companies approved by the Customer.
- Government representatives such as legal officers etc.

"Claim" shall mean a claim, action, demand, damage, loss, liability, cost, charge, expense (including costs on a full indemnity basis), outgoing, fine or payment.

"Customer" shall have the meaning assigned to it in the Agreement, for which these Terms and Conditions form schedule B.

"Expiry" shall mean the end of the notice period for termination of the Agreement.

"GDPR" shall mean Regulation (EU) 2016/679 as amended from time to time.

"Intellectual Property Right" shall mean all present and future rights in relation to copyright, trade marks, designs, patents, semiconductor and

circuit layout rights, trade, business, company and domain names, confidentiality and other proprietary rights, and any rights to registration of such rights whether created before or after the date of the Terms and Conditions.

"Personal Information" shall have the meaning given that term or corresponding terms under GDPR.

"Service" shall mean the Milva platform as provided by Milva from time to time on a Software-as-a-Service basis, including any add-ons purchased by the Customer. The service hosted by Milva, or a subcontractor of its choice.

"Uploaded Data" shall mean any data, information or material that Customer submits to the Service in the course of using the Service.

Terms defined in an agreement, for which these Terms and Conditions form a schedule or an appendix shall have the meaning assigned to them in that agreement.

2. **Milva fees**
   a. **License fee**

   License fee is calculated every month, based on the pricing model applicable on the 1st day of the month. The current pricing model and actual prices are provided separately by Milva as Schedule A. All prices are exclusive taxes (VAT or otherwise), which may or may not be added to the price, depending on applicable law and Customer's legal residence.

   Milva may once per year increase your License Fee and other fees up to our then-current list price. If this increase applies to you, we will notify you at least thirty (30) days in advance and the increased fees will apply at the start of the following billing month. If you do not agree to this increase, either party can choose to terminate your subscription according to our Standard SaaS Agreement.

b. Samples and analysis

Samples and analysis are invoiced separate from subscription/license. Invoiced per order unless otherwise agreed. Special invoice setup is possible against an agreed fee.

c. Other fees

Other fees might be applicable depending on contract and services. Once signing up for Milva services the chosen pricing tier will be disclosed to the Customer as part of the onboarding.
A full overview of fees applicable in other pricing tiers will be provided upon request by the Customer.
Special pricing is available in the Enterprise segment depending on volume etc.

3. Invoicing and payment

Milva may charge a handling fee per invoice for any payments made by other methods than automatic credit card payments as described in Schedule A.

In case of other payment methods, it is the responsibility of the Customer to make such payments and upon request, provide evidence of the payment made within the invoice term.
Standard payment term for other payment methods than credit card is 10 days, unless otherwise agreed with the customer. Other payment terms than 10 days will be charged a credit fee of a minimum of 50 DKK + applicable VAT or otherwise agreed between Milva and The Customer.

a. Invoice payment

Invoices are delivered to the email address provided by the Customer as "invoice email" in the application of the Service or to accounts@milva.dk. Invoices are delivered either on a "pay as you go" scheme or on the subscription contract with either monthly,

quarterly or yearly terms. The Customer is responsible for ensuring that the provided "invoice email" is correct at any time.

Any objections regarding an invoice must be sent to **accounts@milva.dk** no later than 10 days after receiving the invoice.

Unless otherwise agreed, payment will be due 10 days after invoiced. It is the sole responsibility of the Customer to make sure payments are made for as long as the Customer continues using the services.

b. **Credit card payment**

If the Customer has chosen credit card payment, the payment will automatically be charged on the 1st business day of each month to the credit card inserted by the Customer in the Milva platform. The Customer is responsible for ensuring that the credit card information is valid at the day of payment.

The Customer explicitly authorizes Milva to continue billing the credit card on file with Milva
In the event that the credit card on file with Milva is invalid for payment for any reason, then the Customer remains responsible for any unpaid amounts including handling fees.

c. **Late payment**

If the invoice has not been paid on time, Milva will charge a late payment fee of 100 DKK, which will be added to the next invoice.

If the automatic payment by credit card is not successful or documentation of other payment methods is not received, Milva will notify the Customer by email and attempt the charge no later than the last day of the month.
If an undisputed invoice is not paid by the 10th the following month, the Customer account will be locked upon written notice by

email to the Customer, meaning that the Customer will no longer be able to access the Services. The account will - at the Customer's request - be unlocked when all open invoices are paid and an amount has been paid to cover the charges for the following month. Milva reserves the right to charge an unlock fee to reopen the account, upon written notice to the Customer. Such a fee will only become applicable if the Customer continues to miss payments.

4. License

Subject to payment of applicable fees, the Customer is granted a non-exclusive, non-transferable, non-sublicensable license to use the Services, solely for the Customer's own internal business purposes and in accordance with these Terms and Conditions. All rights not expressly granted are reserved by Milva.

5. Customers rights and obligations

The service may not be used in any way that is illegal or promotes illegal activities or in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or is otherwise indecent or in conflict with these Terms and Conditions.

Without limiting the foregoing provisions, it is prohibited for the Customer - with or without assistance from others - to:
1. resell, assign, transfor, distribute or provide others with access to the Service;
2. "frame", "mirror" or serve any of the Service on any web server or other computer server over the internet or any other network;
3. copy, alter, modify, create derivative works from, reproduce, resell, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Service; or

4. alter, remove, tamper with any trademarks, any patent or copyright notices, or any confidentiality legend or notice, or any numbers, or other means of identification used on or in relation to the Service.

The Customer acknowledges that providing access to the Service to any entity whose business is to develop and market software, data and services for external commercial sale and distribution in direct competition with the Service, is de facto a material breach of these Terms and Conditions.

The Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party of the Service in any way; (ii) modify or make derivative works based upon the Service (iii) create internet "links" to the Service or "frame" or "mirror" any content on any other server or wireless or internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions, graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

The Customer may use the Service only for the Customer's internal business purposes and shall not: (i) send spam or otherwise duplicate or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) attempt to gain unauthorized access to the Service or its related systems or networks; or (vi) use the Service, including the content, our Intellectual Property Rights, Milva technology and our trademarks and service marks for any commercial purposes (i.e. soliciting customers, resale, etc.) without our prior written consent.

6. Access

Access to the service is available through user login to <u>pro.milva.io</u> or any subdomains of milva.io and milva.dk.

Milva supports both full and mobile webpage formats. Upon entering into a contract with the Customer, Milva will provide the Customer with an email login and password for accessing the service.

Login information is considered personal and part of the confidential information.

The Customer is at all times fully liable for all acts and omissions by Authorized Users and agrees to indemnify Milva for all claims and losses related to such acts and omissions in accordance with these Terms and Conditions.

7. Service Level - Software

Milva will, at all times reasonably attempt to achieve the highest possible availability and shortest possible access time of the Service, but no warranties of any kind, regarding any specific availability or time of access, is granted.

8. Supplier

Milva uses Eurofins as a supplier for logistics with pickups at both private and public drop points, and lab analysis of samples.

Milva will, through supplier agreements, attempt to achieve the highest possible reliability of the supplier service, but no warranties of any kind, regarding any specific reliability are granted.

9. Customer's responsibilities

Customer is responsible for all activity occurring on Customer's account and shall abide by all applicable local, state, national and foreign laws,

treaties and regulations in connection with the use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

Furthermore, it is the Customer's own responsibility to ensure the Customer can fulfill the regulatory requirements when it comes to keeping historical records of any analysis including reporting.

The Customer shall: (i) notify Milva immediately of any unauthorized use of any password or user account or any other known or suspected breach of security; (ii) report to Milva immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by the Customer to violate these Terms and Conditions or the intellectual property rights of third parties; and (iii) not impersonate another Milva user or provide false identity information to gain access to or use the Service. By accessing the Service, users represent and warrant that they have not falsely identified themselves nor provided any false information to gain access to the Service.

Any acts or omissions by Authorized Users shall be considered the acts or omissions of the Customer.

It is the Customer responsibility that the sample is ready and available for pickup at either public or private drop points, at the agreed time with the supplier through the Milva web application or by phone.

10. Data

Milva does not own any data, information or material that the Customer submits to the service in the course of using the Service ("Uploaded Data").

The Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property

ownership or right to use any and all Uploaded Data that the Customer submits. Milva shall not be responsible or liable for the deletion, correction, destruction, damage or loss or failure to store any Uploaded Data.

If Milva on its own or through any third party has noticed that Uploaded Data stored by the Customer is in violation of any law or infringes third party rights, Milva shall have the unfettered right to - without liability to the Customer - immediately suspend all access to such data without prior notice. The Customer may be notified by Milva of any such action under this Section, when reasonable and possible.

For all accounts, the super user shall have control over all applicable Uploaded Data submitted to the Service, and all Uploaded Data will be deemed to be owned by and the property of the applicable employer. Upon request by the applicable super user, Milva may remove, modify, edit or otherwise alter any applicable Uploaded Data.

11.   Data Protection

In terms of data protection, Milva shall be considered a data processor (as defined by GDPR), and the Customer shall be considered the data controller (as defined by GDPR) for any personal information processed on behalf of the Customer in connection with the service.

Milva's processing of personal data on behalf of the Customer shall be governed in a separate Data Processing Agreement.

For personal data collection by Milva in order to be able to provide the Service to the Customer, Milva shall be considered a data controller in terms of GDPR and shall maintain such data in accordance to Schedule C - Data Processing Agreement, which may be found at https://milva.io/dpa.

12.   Intellectual Property Rights

Milva alone (and its successor or assigns, or its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Milva technology, the contect, except for Uploaded Data, and the service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the Customer or any other party relating to the Service.

These Terms and Conditions do not convey to the Customer any rights of ownership in or related to the Service, Milva technology, or Intellectual Property Rights. The Milva name, the Milva logo, and the product names associated with the Service are trademarks of Milva or its affiliated companies, and no rights or license is granted to use them.

All copyrights and/or other Intellectual Property Rights, title and interests in a) software on which the Service is based and made available, b) source codes or other software components of the Service, c) content of the website of Milva.io and the Service including text and graphics but excluding Uploaded Data, d) trademarks, names etc. are the sole property of Milva and its affiliated companies, and/or third parties having granted Milva license for its use, and the Customer shall gain no rights to said Intellectual Property Rights other than the limited right of use as stipulated in these Terms and Condition. This includes any modifications or additions to the Service that is implemented on request of the Customer, whether the development cost is paid for by the Customer or not.

The Customer shall not reproduce or redistribute any software, content or trademarks, intellectual property in any form, except as allowed in these Terms and Conditions.

The Customer retains all intellectual property rights to Uploaded Data stored by the Customer on the Service.

Milva agrees to defend the Customer against, or settle, any demands, claims, causes of action, suits and proceedings ("IP Claims") against the Customer brought by third party alleging that the Service, to the extent

used in accordance with documentation, infringes or misappropriate such third party's intellectual property rights in the territory and during the term where the Service is utilized by the Customer in accordance with the Agreement, and Milva agrees to indemnify and hold harmless the Customer from any damages, legal costs and reasonable expenses finally awarded against the Customer, or the amounts payable by the Customer under a settlements, as a result of such IP Claim against the Customer; provided that the Customer promptly gives Milva a written notice of such IP Claim, gives Milva sole control of the defense, and provides Milva with reasonable and timely assistance at Milva's expense. Upon becoming aware of any such IP Claim, Milva may, at its option and expense, either: (i) obtain for the Customer the right to continue to use the Service; (ii) replace or modify the Service so it becomes non infringing; or (iii) if Milva determines that the resolutions described in items (i) and (ii) are not commercially practicable, then terminate this Agreement and the licenses granted hereunder with prior written notice to the Customer and refund to the Customer the price paid for its license, provided that if the license was produced on a subscription basis, then Milva shall solely refund to the Customer any prepaid but not used subscription fees.
This section sets out Milva's entire liability and the Customer's sole remedy with respect to any Claims concerning infringement or misappropriation of third-party intellectual property rights.

The Customer agrees to defend Milva against, or settle, any Claims against Milva brought by a third party and that arises from the Customer's breach of this Agreement; and the Customer agrees to indemnify and hold harmless Milva from any damages, legal costs and reasonable expenses finally awarded against Supplier, or the amounts payable by Milva under a settlement, as a result of such Claim against Milva, provided that Milva promptly gives the Customer a written notice of such Claim, gives the Customer sole control of the defense, and provides the Customer with reasonable and timely assistance at the Customer's expense.

13. Representations and Warranties

Milva warrants that (i) any services provided hereunder will be performed in a professional and worklike manner; (ii) the Service will perform substantially in accordance with the applicable descriptions and instructional videos on https://milva.io under normal use and circumstances; and, (iii) the functionality of the Service will not be materially decreased during the term.

Milva's entire liability and the Customer's exclusive remedy under this warranty will be, at the sole option of Milva and subject to applicable law, to provide restored service(s) which conform to these warranties or to terminate the Service.

14. Indemnification

Customer shall defend, indemnify and hold Milva, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with; (i) a claim alleging that use of the Service or any Uploaded Data has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by the Customer including the Customer's representations and warranties made herein; or (iii) a claim arising from the breach by the Customer, including any of the Customer's Authorized Users of these Terms and Conditions.

15. Disclaimer of Warranties

Milva and its licensors make no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content.

Milva and its licensors do not represent or warrant that (a) the use of the Service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the Service will meet the Customer's requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by the Customer through the Service will meet the Customer's requirements or expectations, (e) errors or defects will be corrected, or (f) the Service or the server(s) that make the Service available are free of viruses or other harmful components.

The Service and all content is made available strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights, are hereby disclaimed to the maximum extent permitted by applicable law by Milva and its licensors.
Milva is not responsible for any delays, delivery failures, or other damage resulting from limitations, delays, and other problems inherent in the use of the internet, electronic communications or subcontractors in the delivery of the Service.

16.   Limitation of Liability

In no event shall either party be liable for any indirect, special, consequential or incidental loss, exemplary or other damages related to these Terms and Conditions or whether direct or indirect; (i) loss of data, (ii) loss of income, (iii) loss of opportunity, (iv) lost of profits, and (v) costs of recovery or any other damages, however caused and based on any theory of liability, including, but not limited to, breach of contract, tort (including negligence), statute, or otherwise.

To a maximum extent permitted by applicable law, either party's liability per calendar year hereunder is limited to 1000 DKK.

Nothing in this clause 15 excludes or limits either Party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

17. Force Majeure

Neither Party will be responsible for any delay, interruption or other failure to perform under these Terms and Conditions due to acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events includes but are not limited to natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, internet service providers, and other third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a Party.

18. Termination

The Customer may cancel the Service at any time by contacting Milva by email or phone. The cancellation will be effective from the end of the current subscription period, which will be invoiced and must be paid in full as usual.

If either Party is in material breach of these Terms and Conditions and/or the Agreement and fails to remedy or Persists to be in breach after 10 Business Days of having been required in writing to remedy or desist, the other Party is entitled to terminate the Agreement for cause by providing 10 Business Days' prior written notice to the breaching Party a written notice.

Milva may terminate the Agreement at any time at its sole discretion with a notification period of 30 days from the end of a month.

For the avoidance of doubt, any termination by either of the parties or the expiry of the term of these Terms and Conditions shall only have effect for the future and shall have no retroactive effects.

Notwithstanding the above, the rights and obligations in Sections 3, 4, 10, 11 and 12-16 shall stay in full force and effect after said expiry or termination of these Terms and Conditions.

The Customer agrees and acknowledges that Milva has no obligation to retain the Uploaded Data after Expiry of the Agreement, and that Upload Data therefore may be deleted without further notice upon Expiry of the Agreement. If the Customer requires Milva to assist in restoring the account with all data herein after deletion due to the Expiry of the Agreement, if such recovery is possible, Milva will be entitled to payment, at Milva's standard rates, for such work.

19. Notice

Any notice or other communication must be in writing and in either Danish or English.

The Customer shall send any notice to Milva's contact representative as set out in the Agreement or as notified to the Customer by Milva from time to time.

Milva may give notice by means of general notice on the Service, electronic mail to the Customer's email address on record in Milva's account information and CRM, or by written communication sent by first class mail or pre-paid post to the Customer's address on record in Milva's account information and CRM.

Such notice shall be deemed to have been given upon the expiration of 5 Business Days after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

20. Assignment

These Terms and Conditions may not be assigned by the Customer without prior written approval of Milva but may be assigned without Customer's consent by Milva to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

21.   Confidentiality

Unless expressly authorized in writing by the other Party shall disclose to any third party any Confidential Information of the other Party, nor use such Confidential Information in any manner other than to perform its obligations under the Agreement. Confidential Information means any non-public information and/or materials provided by a Party under these Terms and Conditions to the other Party and reasonably understood to be confidential.

The foregoing restrictions do not apply to any information that (i) is publicly disclosed through no fault of the receiving Party, (ii) is already lawfully in the receiving Party's possession and not subject to a confidentiality obligation to the disclosing Party, (iii) becomes known to the receiving Party from a third party having an apparent bona fide right to disclose the information, or (iv) is Confidential Information that the receiving Party is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided receiving Party supplies disclosing Party with timely notice of such court order or subpoena. Furthermore, the Customer will keep in confidence all passwords and/or other access information related to the Service and will require its Authorized Users to do so as well.

22.   Law and Venue

These Terms and Conditions and any agreement governed by these Terms and Conditions are governed by the Laws of Denmark, and with the courts of Denmark as the exclusive venue for any proceedings.

23.   Changes to these Terms and Conditions

Milva, in its sole discretion, reserves the right to revise, update and change these Terms and Conditions from time to time. The Customer will be notified of such changes no later than one month before the update/change will take effect.

Any new features that augment or enhance the current Service, including the release of new features and resources, Shall be subject to these Terms and Conditions.

The, at any time most current version of these Terms and Conditions is available at https://milva.io/termsofservice