



## Automated ESRS E1 Data, Guaranteed Compliance

### Terms & Conditions

v241030

#### **GENETIX COMPUTING APS**

CVR-no. 33860390

Fruebjergvej 3

2100 Copenhagen OE

("Genetix")

#### **Changes since v240826**

15. *Appendix A – Price List* has been updated to only list USD and use of non-English decimal comma corrected.

## 1. Introduction

1.1. These service terms (“Terms”) regulate the client’s (“Client”, “you”) agreement (“Agreement”) on use of Genetix’s Automated ESRS E1 Data solution and services (“Service”) by your appointed operators (“End-user”) and shall, at any End-user’s digital acceptance of the Terms within the Service, be mutually binding on Genetix and the Client. The Service can be viewed without accepting Terms, but cannot be used in full without accepting.

1.1.1 Terms may be updated by Genetix at any time, although we strive to warn End-users in due time, with the End-users then notified in the Service about the updated Terms, their effective date and the specific changes, and after the effective date the End-user’s will then only be able to view the Service but not use it in full until the new Terms are accepted. Updated Terms can never incur Clients a direct cost by accepting them (although may update the prices for future use), nor remove Client’s right to their data, nor remove Client’s right to refund of money deposits or Credits purchased but not yet used.

1.2. Genetix is a company that is engaged with, amongst others, software development in relation to decision making tools that use automated data collection and automated complex data analysis to optimize processes and/or improve the basis for strategic decisions of business organizations, and has developed the uniquely powerful and transparent analysis technology, Genetix Decision Intelligence (GDI) – on top of GDI the Service has been developed to interpret and calculate ESRS data on the basis of End-User’s bookkeeping, which allows Clients to compile data to comply with ESRS requirements.

1.3. The Service is for use with the Client’s bookkeeping after agreement with Genetix. Use with bookkeeping not approved in advance by Genetix may give none or odd results.

1.4. Disclaimer: Genetix does guarantee that if the Client cannot use the data gained from Genetix’s Automated ESRS E1 Data, Genetix will return the Client’s payment in full. Genetix does not guarantee that End-user Data from all bookkeeping sources can be obtained, nor that all End-User Data is meaningful or useful for ESRS compliance. Genetix does however guarantee that Client by using the Service will get the data needed for ESRS compliance, insofar as Client can deliver the necessary bookkeeping for the Service to function and that the Client does not unnecessarily pause Automated ESRS E1 Data during its run on compliance-giving data.

## 2. Use of the Service

2.1. The Service is used by the End-user (representing Client) via the web-based interface provided by Genetix, as well as through a series of API endpoints provided at the Client's request and extra cost for use with the Client’s own Business Intelligence solutions or infrastructure. Results are currently emailed to End-users, although a central web platform is under consideration.

2.2. As part of using the Service, Client imports bookkeeping data to the Service through one or several methods provided by Genetix.

2.3. The Client's accounting data is owned solely by the Client, and Genetix may not use the bookkeeping data for anything else than ESRS interpretations and calculations, may not share the bookkeeping data with any entity except the owning Client and must delete the accounting data within 72 hours of the client's written request. Genetix will then delete the requested data after 72 hours, but the data can still be un-deleted on Client request, due to soft-delete, for 7 days (to the precise second) after deletion. No employee nor associate of Genetix may look at the bookkeeping data unless explicitly requested by Client in writing to Genetix.

2.4. In case of use for Scope 3, the result of the Client's scope 3 CO<sub>2</sub>e emissions (upstream and downstream) to Client's suppliers or clients are stored by Genetix. These outgoing emissions (total and CO<sub>2</sub>eq/EUR) may be included in the analysis to Client's suppliers or customers when these suppliers or customers use the Service, as part of improving understanding of the CO<sub>2</sub>e emission flow throughout the value chain. Only the emission share going to/from Client directly to/from another user of the Service is shown, not Client's full scope 3 nor any other data from Client. Client is shown the same scope 3 emissions data from other users of the Service. There are no GDPR data in the stored data.

2.4.X OPTIONAL CLAUSE NOT IN USE FOR THIS PARTICULAR AGREEMENT. It has been agreed with the specific Client of this agreement that upstream and/or downstream data will not be collected. If client wants upstream and/or downstream data to be collected again, Client must contact Genetix and make the request clear in writing.

2.5. Client is responsible for its ability to connect with and use the Service, including acquiring, installing and maintaining usable software, web-services and operating systems and hardware that are needed in order for the Client to use the Service. Client is also responsible for compatibility between Client's updates or new versions of software and hardware where this is necessary for Client to use the Service.

2.6. Client will do its utmost to abide by, and is solely responsible for complying with, all applicable laws applying to the Client when using the Service.

2.7. The Service is provided "as-is", and Genetix makes no warranty as to the Client's use of the Service. The Client assumes any and all risks of using the Service. Genetix provides no guarantee that the Service meets the Client's specific requirements or for data quality, uptime, or other metrics except as specifically described in these Terms. Genetix has done its utmost to ensure that the Service abides by all applicable laws in Denmark and EU.

## 2.8. Changes and updating of the Service

2.8.1. Genetix will continuously and at its sole discretion change and update the functionality of the Service, including by modifying, adding or removing functionality of the Service, when Genetix deems such changes necessary in order to provide the best possible Service to its clients or as dictated by authorities. If such changes etc. are deemed material for Client by Genetix or the

authorities, Genetix will inform the Client of the changes with a reasonable advance notice. Such changes do not imply any restriction or changes in the Client's obligations towards Genetix or vice versa, nor shall they be considered errors, defects or a breach of contract for either party.

2.8.2. Genetix may choose to add new functionality to the Service, which may be connected to but is not part of the Service as described in these Terms. Genetix shall at its discretion decide whether the use of such new functionality shall require that Client to enter into a supplement agreement on the use of such functionality in order for such new functionality to be part of the Client's Right of Use according to these Terms. Never can such an update remove existing and/or already paid for by the Client, functionality from the Service.

### 2.9. Error correction

2.9. If the Client experiences errors or defects in the Service, which are solely attributable to Genetix, the Client shall inform Genetix of these in writing and provide reasonable details as to how and when such error or defect occurs. Genetix shall, as soon as reasonably possible, remedy such errors or defects. Remedy may include reasonable work-arounds, provided these do not have a substantial negative impact on the use of the Service.

## 3. Right of Use

### 3.1. Extent

3.1.1. Genetix grants the Client a right to use the Service in accordance with these Terms and the Agreement (hereinafter the "Right of Use"). The Right of Use is a non-exclusive and non-transferable right to use the Services agreed upon in accordance with these Terms.

3.1.2. Clients are at all times responsible for their employees', consultants or other attached third parties' concrete use of the Service as End-users and that such use is conducted within the limits as set out in these Terms and the Agreement.

### 3.2. Restrictions

3.2.1. It is prohibited for the Client to use the Service for anything other than what is provided for in these Terms and the Agreement.

3.2.2. DELETED CLAUSE.

3.2.3. Client may not (directly or indirectly); (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the

Service (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Service; or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that Client receives hereunder. Client may copy the results and log tables presented to Client, incl. texts accompanying the results and logs, but only for Client's own use of the results and not for any activity in competition with the Service.

3.2.4. Genetix reserves the right to suspend and/or withhold the provision of the Service in its entirety or in part where (i) Genetix reasonably believes that the Client's use of the Service is in violation of these Terms, or (ii) Genetix reasonably believes that the Client's use of the Service poses a risk to an end-user, a Financial Institution or Genetix itself or its services, including the Service. If the Service is suspended or withheld, pursuant to this section 3.2.5 Genetix shall contact the Client setting out the reasons for the suspension or withholding of service.

## 4. Hosting and Operations

4.1. Genetix operates the Service by use of Google Cloud services, using EU data centers in accordance with GDPR. The Service employs redundancy on multiple levels to ensure continued operations, and Genetix has extensive operational measures to ensure high operational stability. No guarantee on a specific uptime or other performance metrics is however given.

## 5. Service Fees and payment

5.1. Access to the Automated ESRS E1 Data platform is free, with no fees or other payment required to create users and view the demonstration content of the platform.

5.2. The Client's access to make Runs (uploading accounting data and receive ESRS E1 Data as well as audit trail) is subject to the Client having a valid and timely payment of applicable service fee (the "Service Fee") incl. applicable VAT, as specified to the customer upon the payment request upon starting a Run within the Service. Specified invoice is provided for all purchases.

5.3. The amount of the Service Fee is dependent upon the size and complexity of the bookkeeping that Client requests processed. The price list is found in Appendix A – Price List. In all cases Client will always be given a fixed price, explanation for the price and right of refusal before payment is required.

5.4. The Service provides different payment options depending on the Client's means of accessing the service (such as through Google Cloud Marketplace) and Clients can inquire with the support for payment options not available as standard, such as prepayment by cash transfer for credits to use for Runs. Some payment options may have discounts or rebates.

## 6. Intellectual Property Rights

### 6.1. Genetix's Intellectual Property Rights

6.1.1. Genetix, or any third-parties from whom Genetix derives its rights, has and shall retain all proprietary rights, copyrights, design rights and similar rights (hereinafter the "Intellectual Property Rights") to the Service and any changes thereto including HTML and other front-end code, all documentation and material made available, source code, content text, images, designs, trademarks and other items that Client may access by using the Service. Genetix's Intellectual Property Rights also include content in any physical media and material relating to the Service that has been delivered to Client, such as PDFs. The exception to this is the Client's own bookkeeping data and/or results data based on Client's bookkeeping, as noted under section 2.

6.1.2. If the parties agree on any development works, the Intellectual Property Rights to such works shall solely belong to Genetix unless otherwise explicitly mentioned otherwise in a written agreement between the parties.

### 6.2. Client's Intellectual Property Rights

6.2.1. Client has and shall retain the Intellectual Property Rights to all data and materials produced to the Client by using the Service, to the extent such data and material do not overlap any of Genetix's Intellectual Property Rights as described in section 6.1 and 3.2.3.

### 6.3. Third-party Intellectual Property Rights

6.3.1. Genetix guarantees that the Service to the best of Genetix's knowledge does not infringe any third-parties' Intellectual Property Rights.

6.3.2. If a third-party submits a claim of infringement of its Intellectual Property Rights towards Client in respect of Client's use of the Service, Client shall immediately notify Genetix. Genetix may, at its own expense, and, if the circumstances permit it, choose to take over and settle the matter with the third-party claiming infringement in the manner that Genetix considers appropriate.

6.3.3. If a third-party, by a final, enforceable judgment or arbitration award finds that the Service and Genetix's commercial use hereof constitutes an infringement of said third party's Intellectual Property Rights, Genetix is obliged to do either of the following at its own expense: (i) obtain right or permission from the third-party in question to use the relevant Intellectual Property Rights in the Service, (ii) stop the infringement by altering the Service, (iii) replace the infringing elements of the Service with any other software that essentially contains the same functionality as the infringing component or (iv) provided that none of the options listed in the sections above (i-iii) are commercially reasonable for Genetix's continued provision of the Service: terminate the agreement with the Client, including the Client's Right of Use, with effect for the future and reimburse Client of

prepaid Service Fee. The Client shall have no other remedies, than the above (i)-(iv), available in such a situation.

## 7. Processing of personal data

7.1. Genetix processes personal data, including End-user data, and as such act as Data Processor. The Client is always Data Controller regarding personal data originating from the Client or the Client's bookkeeping. When providing End-user data, bookkeeping data or results to the other party or End-users of the Service, such as between Google Cloud and Genetix, or either and the Client, this is a transfer between two independent Data Processors. From the moment a party receives personal data, including End-user Data and bookkeeping data, via the Service, the receiving party becomes a Data Processor regarding such data.

7.2. All parties are to process personal information regarding users of the Service in accordance with the General Data Protection Regulation (GDPR - The European Parliament and the Council's Regulation 2016/679 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).

## 8. Liability

### 8.1. Generally

8.1.1. Each party is liable to the other party in accordance with the general rules under EU law unless otherwise provided in these Terms.

### 8.2. Product liability

8.2.1. To the extent permitted by law, Genetix disclaims all product liability and can thus only be held responsible and liable for product liability to the extent that such product liability follows from mandatory provisions of applicable law.

### 8.3. Limitation of liability

8.3.1. Subject to section 8.5, neither party is liable to the other party for indirect losses or consequential damages arising from the use of the Service, including operating loss, loss of profit, loss and/or recovery of data, loss of goodwill, third-party losses or damages and other forms of indirect or consequential damages. In addition, neither party is liable for any loss resulting from the

other party being unable to use the Service or provide its own services for any reason whatsoever and irrespective of whether the other party has been advised of the possibility of such losses.

8.3.2. Genetix disclaims any liability for losses or damages attributable to products or services for which the Client is responsible and for connection to and running of such services, including lack of internet access, system breakdown or other matters relating to Client's IT equipment, infrastructure operations, software and/or services.

8.3.3. Genetix disclaims any liability for losses or damages relating to Bookkeeping Systems' and Financial Institutions' services, running of their API's, IT operations and other circumstances with the Bookkeeping Systems or Financial Institutions that may affect Genetix's ability to provide the Service, including with respect to timeliness, accuracy or completeness of data or resulting interpretations and calculations.

8.3.4. Genetix's liability towards the Client for any and all claims (cumulative) under the agreement and these Terms is limited to an amount equal to the total of Service Fees paid by Client to Genetix in the 12 months prior to the incident that gives rise to a claim. If the Agreement has not been in force for 12 months, the limitation of Genetix's liability shall be calculated proportionately based on the payments of Service Fee during the period in which the Agreement has been in force.

#### 8.4. Force Majeure

8.4.1. Neither of the parties shall be held liable to the other party in respect of matters beyond the first party's control that could not reasonably have been taken into account, avoided or overcome at the conclusion of the agreement (hereinafter a "Force Majeure Event"). A Force Majeure Event with a sub-supplier shall also constitute a Force Majeure Event for the party using said sub-supplier.

#### 8.5. Indemnification

8.5.1. The Client shall defend, indemnify, and hold harmless Genetix, its affiliates and each of Genetix's employees, contractors, directors, suppliers or representatives from all damages, losses, liabilities, claims, and costs and expenses, including all attorneys' fees, that arise from or relate to; (i) the Client's use or misuse of, or access to, the Service; (ii) the Client's violation of these Terms; (iii) any content, information or materials provided by the Client or the Client's end-users or clients; (iv) disputes or issues the Client's end-users or clients may have with respect to the Client's or any of the Client's products or services or content; (v) disputes or issues the Client's end-users may have with respect to any End-User Data (including, without limitation, with respect to the timeliness, accuracy or completeness thereof); (vi) infringement by the Client, or any third-party using the Client's account or identity in the Service, of any Intellectual Property Rights or other right of any person or entity. Genetix is entitled to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Client, in which event the Client shall assist and cooperate with Genetix in asserting any available defenses.



## 9. Terms and termination

9.1. This Agreement runs from the time of Client entering into agreement on the Service with Genetix. During the agreement the results are made available to Client by Genetix and the Client may keep the results indefinitely.

9.2. The Agreement on this service will automatically terminate when the Client has made use of the Service for 24 consecutive months, after which the Client's results are deleted, except for scope 3 emissions stored as of 2.4. The Client may delete results and/or scope 3 emissions stored as of 2.4 as well as all other Client data by contacting Genetix in writing. Genetix will then delete the requested data after 72 hours, but the data can still be un-deleted on Client request, due to soft-delete, for 7 days (to the precise second) after deletion.

9.3. Both parties may terminate the Agreement upon the other party's material breach of the Terms in accordance with the general rules under Danish law. A breach shall not be considered material if the party in breach remedies said breach within 30 days from receiving a written notice of the breach from the other party.

9.4. The Client's Right of Use expires without notice at the date of termination of the agreement between Genetix and the Client, irrespective of the grounds for such termination.

## 10. Confidentiality

10.1. Unless otherwise specifically agreed in writing and signed by the parties' authorized officers, both parties shall keep and treat all exchanged data, documents, materials and any other exchanged information about the other party, its end-users, clients and other affiliated parties strictly confidential, except for use for its intended purpose. Both parties are liable for their employees' negligent or intentional breach of this duty of confidentiality.

10.2. This duty of confidentiality shall survive and continue to oblige the parties after termination of the Agreement, irrespective of the grounds and reasons for the termination.

## 11. Notices

Any and all notices or other communications required under the Agreement shall be in writing and shall be deemed given and effective when using legal@GenetixComputing.dk email address. The use of other communication channels shall not have a legally binding effect on Genetix, unless an authorised representative of Genetix has expressly and in writing confirmed having received such notice.

## 12. Applicable law and arbitration

12.1.1. This Agreement is governed by Danish law, regardless of the consequences of international private law. The parties agree to exclude the application of the United Nations Convention on International Purchasing ("CISG").

12.1.2. If the Client is or becomes obligated by legal requirements regarding outsourcing arrangements for financial institutions, the Client shall immediately contact Genetix, if the Client considers the use of Genetix's services to be critical or important outsourcing, in the sense of such legislation.

### 12.2. Arbitration

12.2.1. In case a dispute regarding a legal or technical question arises between the parties, either party may request an opinion from an independent expert in accordance with the Rules regarding Legal/Technical Opinions in IT cases adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

12.2.2. If the proceedings according to the Rules regarding Legal/Technical Opinions in IT cases are terminated without a settlement, the dispute shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitral tribunal shall be seated with one arbitrator and the arbitration will take place in Copenhagen. The arbitration language shall be English, or Danish provided the parties agree on this.

## 13. Entire agreement

13.1. No additional or different terms or conditions than these Terms will be binding upon Genetix, regarding the Client's use of the Service unless specifically agreed to in writing and signed by an authorized officer of Genetix. Failure of Genetix to object to conditions contained in any other writing or other communication from Client shall neither be construed as a waiver of these Terms nor acceptance of any such other provisions. None of any past practice, industry standards, course-of-dealing or usage of trade shall constitute a modification of any term or condition contained herein, nor shall same add any term not contained herein.

## 14. Changes to the Terms

14.1. Genetix may change the Terms at any time and without prior notice. If you do not agree with the proposed change(s) to the Terms, you must notify Genetix at [legal@GenetixComputing.dk](mailto:legal@GenetixComputing.dk) before that change(s) take effect and you will have the right to terminate the Agreement at any time before the changes enter into force. If you do not contact Genetix to request termination, Genetix will consider that you have accepted the change(s) to the Agreement.

14.2. These Terms were issued 12<sup>th</sup> June 2024 and are valid until new terms are issued. Only changes since Terms 231101 of 1st November 2023 is Appendix A – Price List.

## 15. Appendix A – Price List

Pricing is based on transactions uploaded for each run, using USD as the official currency for Google Cloud Marketplace (your Cloud Marketplace invoice may be in your native currency).

### Scope 1+2 solution:

USD 830 per 100,000 transactions in run  
 (or USD 0.0083 per transaction, paid for each 100,000 transactions begun).

### Scope 1+2+3 solution:

USD 2,900 per 100,000 transactions in run  
 (or EUR 0.029 per transaction, paid for each 100,000 transactions begun).

### Example:

A Scope 1+2 solution run of 2,000,001 transactions will be rounded up to 2,100,000 and cost  
 $EUR\ 830 * 2,100,000 / 100,000 = USD\ 17,430$ .

Example number of transactions in run	Example USD payment for run (Scope 1+2)	Example USD payment for run (Scope 1+2+3)
100,000	USD 830	USD 2,900
1,000,000	USD 8,300	USD 29,000
2,000,000	USD 16,600	USD 58,000
4,000,000	USD 33,200	USD 116,000
8,000,000	USD 66,400	USD 232,000
16,000,000	USD 132,800	USD 464,000
32,000,000	USD 265,600	USD 928,000

If more transactions are added as corrections to a run, the price will increase, although this is rare:

- A run can be continued for free after corrections that do not add transactions.
- If the run cannot reach compliance, it is free under our 'Guaranteed Compliance' policy and the full payment excl. money transfer fees will be returned to Client.
- If user terminates a run that could reach compliance, payment for cost and money transfer fees are deducted and the rest returned to Client.

All prices excl. VAT.