

Corporate Account – Commercial Terms of Use.

Thanks for using uQualio corporate products and services (“Services”).

These Additional Terms of Use (“ATOUs”) contain the terms under which uQualio and its affiliates provide their Services to you and describe how the Services may be accessed and used.

When creating a personal account, you accept our Terms and conditions of use, <https://app.uqualio.com/assets/privacy/terms-and-conditions-of-use.pdf>, and our Privacy and cookies policy, <https://app.uqualio.com/assets/privacy/privacy-and-cookies-policy.pdf>.

When you in addition create a corporate account, you indicate your acceptance of these ATOUs, and you hereby also indicate that you act on behalf of an organization, you agree to these ATOUs on behalf of that organization and you represent that you have the authority to do so. In such case, “you” and “your” will refer to that organization.

Definitions:

User: Registered users of our Services are “Members” and unregistered users are “Visitors”. A user which is registered can be logged in or not logged in. A registered user who isn’t logged in and an unregistered user are considered anonymous until they login.

Learning campaign: A learning campaign (campaign) can consist of multiple videos or other types of files + associated quiz, and 1 (one) test.

User clicks: When a user clicks a video, a quiz or a test. If a user clicks a video, a quiz or a test, previously clicked, it is registered as an additional click.

Campaigns can be made available to a targeted group of users (called private or “by-invitation-only”), or to all users.

1. Fees and Payments

- 1.1. Fees for Services. You agree to pay to uQualio any fees for each Service you purchase or use (including any overage fees), in accordance with the pricing and payment presented to you for that Service. Where applicable, you will be billed using the billing method you select through your account management page. Fees paid by you are non-refundable, except as provided in these ATOUs or when required by law.
- 1.2. Subscription. Some of our Services are billed on a subscription basis (“Subscriptions”). This means that you will be billed in advance on a recurring, periodic basis (each period is called a “billing cycle”). Billing cycles are typically monthly, 6 monthly or annual, depending on what subscription plan you select when purchasing a Subscription. **Your Subscription will automatically renew at the end of each billing cycle unless you cancel auto-renew.** You may cancel auto-renewal on your Subscription at any time, in which case your Subscription will continue until the end of that billing cycle before terminating. You may cancel auto-renewal on your Subscription immediately after the Subscription starts if you do not

want it to renew. Your subscription will in most cases be paid via your credit card, which you have registered on your account.

- 1.3. Taxes. Unless otherwise stated, you are responsible for any taxes (other than uQualio's income tax) or duties associated with the sale of the Services, including any related penalties or interest (collectively, "Taxes"). You will pay uQualio for the Services without any reduction for Taxes. If uQualio is obliged to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide uQualio with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged. uQualio will not charge you VAT if you provide us with a VAT number issued by a taxing authority in the European Union, are purchasing the Services from uQualio Europe for business reasons, and are located in a different European Union member state from uQualio Europe. If you are required by law to withhold any Taxes from your payments to uQualio, you must provide uQualio with an official tax receipt or other appropriate documentation to support such payments.
- 1.4. Price Changes. uQualio may change the fees charged for the Services at any time. The change will become effective only at the end of the then-current billing cycle of your active campaign. uQualio will provide you with reasonable prior written notice.
- 1.5. Overage Fees. Unless otherwise stated, any overage fees incurred by you will be billed in arrears. Overage fees which remain unpaid for 30 days after being billed are considered overdue. Failure to pay overage fees when due may result in the applicable Service being limited, suspended, or terminated (subject to applicable legal requirements), which may result in a loss of your data associated with that Service.

2. Privacy

- 2.1. Privacy. In the course of using the Services, you may submit content to uQualio (including your personal data and the personal data of others) or third parties may submit content to you through the Services (your "Content"). We know that by disclosing your Content to us, you are trusting us to treat it appropriately. uQualio's Privacy and cookies policy detail how we treat your Content and personal data and we agree to adhere to this Privacy and cookie policy. You in turn agree that uQualio may use and share your Content in accordance with our Privacy and cookie policy.
- 2.2. Confidentiality. uQualio will treat your Content as confidential information and only use and disclose it in accordance with these ATOU (including our privacy policy). However, your Content is not regarded as confidential information if such Content: (a) is or becomes public (other than through breach of these ATOU by uQualio); (b) was lawfully known to uQualio before receiving it from you; (c) is received by uQualio from a third party without knowledge of breach of any obligation owed to you; or (d) was independently developed by uQualio without reference to your Content. uQualio may disclose your Content when required by law or legal process, but only after uQualio, if permitted by law, uses commercially reasonable efforts to notify you to give you the opportunity to challenge the requirement to disclose.
- 2.3. Security. uQualio will store and process your Content in a manner consistent with industry security standards. uQualio has implemented appropriate technical, organizational, and administrative systems, policies, and procedures designed to help ensure the security, integrity, and confidentiality of your Content and to mitigate the risk of unauthorized access to or use of your Content.

3. Your Content

- 3.1. **You Retain Ownership of Your Content.** You retain ownership of all of your intellectual property rights in your Content. uQualio does not claim ownership over any of your Content. These ATOU do not grant us any licenses or rights to your Content except for the limited rights needed for us to provide the Services, and as otherwise described in these ATOU.
- 3.2. **Limited License to Your Content.** You grant uQualio a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content, but only for the limited purposes of providing the Services to you and as otherwise permitted by uQualio's privacy policy. This license for such limited purposes continues even after you stop using our Services, with respect to aggregate and de-identified data derived from your Content and any residual backup copies of your Content made in the ordinary course of uQualio's business. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to you. If you provide uQualio with feedback about the Services, we may use your feedback without any obligation to you.
- 3.3. **Customer Lists.** uQualio may identify you (by name and logo) as a uQualio customer on uQualio's website and on other promotional materials. Any goodwill arising from the use of your name and logo will inure to your benefit.
- 3.4. **Copyright Claims.** If you believe that your work has been exploited in a way that constitutes copyright infringement, you may notify uQualio's agent for claims of copyright infringement.
- 3.5. **Other IP Claims.** uQualio respects the intellectual property rights of others, and we expect our users to do the same. If you believe a uQualio user is infringing upon your intellectual property rights, you may report it through our online form.

4. uQualio IP

- 4.1. **uQualio IP.** Neither the ATOU nor your use of the Services grants you ownership in the Services or the content you access through the Services (other than your Content). Except as permitted by uQualio's Brand and Trademark Use Policy, the ATOU do not grant you any right to use uQualio's trademarks or other brand elements.

5. User Content

- 5.1. **User Content.** The Services display content provided by others that is not owned by uQualio. Such content is the sole responsibility of the entity that makes it available. Correspondingly, you are responsible for your own Content and you must ensure that you have all the rights and permissions needed to use that Content in connection with the Services. uQualio is not responsible for any actions you take with respect to your Content, including sharing it publicly. Please do not use content from the Services unless you have first obtained the permission of its owner, or are otherwise authorized by law to do so.
- 5.2. **Content Review.** You acknowledge that, in order to ensure compliance with legal obligations, uQualio may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates the ATOU (such as when unlawful content is reported to us). We may also modify, prevent access to, delete, or refuse to display content that we believe violates the law or these

ATOU. However, uQualio otherwise has no obligation to monitor or review any content submitted to the Services.

- 5.3. Third Party Resources. uQualio may publish links in its Services to internet websites maintained by third parties. uQualio does not represent that it has reviewed such third party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with the Services are the property of their respective owners.

6. Account Management

- 6.1. Keep Your Password Secure. If you have been issued an account by uQualio in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account. You, and not uQualio, are responsible for any activity occurring in your account (other than activity that uQualio is directly responsible for which is not performed in accordance with your instructions), whether or not you authorized that activity. If you become aware of any unauthorized access to your account, you should notify uQualio immediately. Accounts may not be shared and may only be used by one individual per account.
- 6.2. Keep Your Details Accurate. uQualio occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.
- 6.3. Remember to Backup. You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, uQualio will not be liable for any failure to store, or for loss or corruption of, your Content.
- 6.4. Account Inactivity. uQualio may terminate your account and delete any content contained in it if there is no account activity (such as a log in event or payment) for over 12 months. However, we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to your account so that it remains active.

7. User Requirements

- 7.1. Legal Status. If you are an individual, you may only use the Service if you have the power to form a contract with uQualio. None of the Services are intended for use by individuals less than 13 years old. If you are under 13 years old or do not have the power to form a contract with uQualio, you may not use the Services. We recommend that parents and guardians directly supervise any use of the Services by minors. If you are not an individual, you warrant that you are validly formed and existing under the laws of your jurisdiction of formation, that you have full power and authority to enter into these ATOU, and that you have duly authorized your agent to bind you to these ATOU. You represent and warrant that you will comply with all laws and regulations applicable to your use of the Services.

8. Acceptable Uses

- 8.1. Legal Compliance. You must use the Services in compliance with, and only as permitted by, applicable law.

- 8.2. Your Responsibilities. You are responsible for your conduct, Content, and communications with others while using the Services. You must comply with the following requirements when using the Services:
- (a) You may not purchase, use, or access the Services for the purpose of building a competitive product or service or for any other competitive purposes.
 - (b) You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.
 - (c) You may not circumvent or attempt to circumvent any limitations that uQualio imposes on your account (such as by opening up a new account to create a campaign that we have closed for a violation of the ATOU).
 - (d) Unless authorized by uQualio in writing, you may not probe, scan, or test the vulnerability of any uQualio system or network.
 - (e) Unless authorized by uQualio in writing, you may not use any automated system or software to extract or scrape data from the websites or other interfaces through which we make our Services available.
 - (f) Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services, or attempt to do so.
 - (g) You may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.
 - (h) You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. uQualio will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to uQualio.
 - (i) You may not use the Services to infringe the intellectual property rights of others, or to commit an unlawful activity.
 - (j) Unless authorized by uQualio in writing, you may not resell or lease the Services.
 - (k) If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless uQualio has agreed with you otherwise. You may not use the Services in a way that would subject uQualio to those industry-specific regulations without obtaining uQualio's prior written agreement. For example, you may not use the Services to collect, protect, or otherwise handle "protected health information" (as defined in 45 C.F.R. §160.103 under United States federal regulations) without entering into a separate business associate agreement with uQualio that permits you to do so.

9. Suspension and Termination of Services

- 9.1. By You. If you terminate a subscription during the subscription period, you will not receive a refund, unless you are terminating the subscription for any of the following reasons: (a) we have materially

breached these ATOUs and failed to cure that breach within 30 days after you have so notified us in writing; or (b) a refund is required by law.

- 9.2. By uQualio. uQualio may terminate your account by providing at least 30 days' prior written notice to you. uQualio may terminate your campaigns for any reason by providing at least 90 days' written notice to you. uQualio may suspend performance or terminate your account for any of the following reasons: (a) you have materially breached these ATOU and failed to cure that breach within 30 days after uQualio has so notified you in writing; (b) you cease your business operations or become subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (c) you fail to pay fees for 30 days past the due date. Additionally, uQualio may limit or suspend the Services to you if you fail to comply with these ATOU, or if you use the Services in a way that causes legal liability to us or disrupts others' use of the Services. uQualio may also suspend providing the Services to you if we are investigating suspected misconduct by you. If we limit, suspend, or terminate the Services you receive, we will endeavor to give you advance notice and an opportunity to export a copy of your Content from that Service. However, there may be time sensitive situations where uQualio may decide that we need to take immediate action without notice. uQualio will use commercially reasonable efforts to narrow the scope and duration of any limitation or suspension under this section as is needed to resolve the issue that prompted such action. uQualio has no obligation to retain your Content upon termination of the applicable Service.
- 9.3. Further Measures. If uQualio stops providing the Services to you because you repeatedly or egregiously breach these ATOU, uQualio may take measures to prevent the further use of the Services by you, including blocking your IP address.
- 9.4. If for any reason we are not able to collect the associated fee for your subscription, access for users to your material or active campaigns, will be suspended automatically until payment has been made.

10. Changes and Updates

- 10.1. Changes to ATOU. uQualio may change these ATOU at any time for a variety of reasons, such as to reflect changes in applicable law or updates to Services, and to account for new Services or functionality. The most current version will always be posted on the uQualio website. If an amendment is material, as determined in uQualio's sole discretion, uQualio will notify you by email. Notice of amendments may also be posted to uQualio's blog or upon your login to your account. Changes will be effective no sooner than the day they are publicly posted. In order for certain changes to become effective, applicable law may require uQualio to obtain your consent to such changes, or to provide you with sufficient advance notice of them. If you do not want to agree to any changes made to the ATOU for a Service, you should stop using that Service, because by continuing to use the Services you indicate your agreement to be bound by the updated ATOU.
- 10.2. Changes to Services. uQualio constantly changes and improves the Services. uQualio may add, alter, or remove functionality from a Service at any time without prior notice. uQualio may also limit, suspend, or discontinue a Service at its discretion. If uQualio discontinues a Service, we will give you reasonable advance notice to provide you with an opportunity to export a copy of your Content from that Service. uQualio may remove content from the Services at any time in our sole discretion, although we will endeavor to notify you before we do that if it materially impacts you and if practicable under the circumstances.

11. Disclaimers and Limitations of Liability

- 11.1. Disclaimers. While it is in uQualio’s interest to provide you with a great experience when using the Services, there are certain things we do not promise about them. We try to keep our online Services up, but they may be unavailable from time to time for various reasons. EXCEPT AS EXPRESSLY PROVIDED IN THESE ATOUs AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED “AS IS” AND UQUALIO DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REPRESENTATIONS REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.
- 11.2. Exclusion of Certain Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UQUALIO, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE ATOU, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF UQUALIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 11.3. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EACH OF UQUALIO, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE ATOU WILL NOT EXCEED THE LESSER OF: (A) THE AMOUNTS PAID BY YOU TO UQUALIO FOR USE OF THE SERVICES AT ISSUE DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY; AND (B) US\$200.00.
- 11.4. Consumers. We acknowledge that the laws of certain jurisdictions provide legal rights to consumers that may not be overridden by contract or waived by those consumers. If you are such a consumer, nothing in these ATOU limit any of those consumer rights.
- 11.5. Businesses. If you are a business, you will indemnify and hold harmless uQualio and its affiliates, officers, agents, and employees from all liabilities, damages, and costs (including settlement costs and reasonable attorneys’ fees) arising out of a third party claim regarding or in connection with your or your end users’ use of the Services or breach of these ATOUs, to the extent that such liabilities, damages and costs were caused by you or your end users.

12. Contracting Entity

- 12.1. Who you are contracting with. Unless otherwise specified in relation to a particular Service, the Services are provided by, and you are contracting with, uQualio ApS.
- 12.2. For any Service provided by uQualio ApS, the following provisions will apply to any terms governing that Service:

Contracting Entity. References to “uQualio”, “we”, “us”, and “our” are references to uQualio ApS., located at Egedalsvej 9, 3670 Veksoe Sjælland, Denmark, registration number: 39072858.

Governing Law. These ATOU are governed by the laws of Denmark (without regard to its conflict of laws provisions).

Jurisdiction. Except if prohibited by applicable law, each party submits to the exclusive jurisdiction of the state courts located in Copenhagen, Denmark, with respect to the subject matter of these ATOUs.

13. Other Terms

- 13.1. Assignment. You may not assign these ATOU without uQualio's prior written consent, which may be withheld in uQualio's sole discretion. uQualio may assign these ATOU at any time without notice to you.
- 13.2. Entire Agreement. These ATOU, and the Terms and conditions of use and the Privacy and cookies policy constitute the entire agreement between you and uQualio, and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these ATOU, Terms and conditions of use or the Privacy and cookies policy, and are void.
- 13.3. Independent Contractors. The relationship between you and uQualio is that of independent contractors, and not legal partners, employees, or agents of each other.
- 13.4. Interpretation. The use of the terms "includes", "including", "such as", and similar terms, will be deemed not to limit what else might be included.
- 13.5. No Waiver. A party's failure or delay to enforce a provision under these ATOU is not a waiver of its right to do so later.
- 13.6. Precedence. To the extent any conflict exists, the ATOU prevails over the Terms and conditions of use with respect to the Services to which the ATOU apply.
- 13.7. Severability. If any provision of these ATOUs is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of ATOU will remain in full effect.
- 13.8. Third Party Beneficiaries. There are no third party beneficiaries to these ATOU.
- 13.9. Survival. The following sections will survive the termination of these ATOU: 1, 2, 3.2, 9, 11, 12, and 13.

14. ATOU across Countries

- 14.1. Language. These ATOU are prepared and written in English. To the extent that any translated version conflicts with the English version, the English version controls, except where prohibited by applicable law.