

SCHEDULE 4 GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("GTC") apply between the Parties in all matters under the Agreement in addition to the terms and conditions stipulated elsewhere in the Agreement.

DEFINITIONS

In addition to definitions defined elsewhere, the following definitions shall apply:

Agreement	cf. the main body of the Agreement.
Auditdata Systems	the it-systems used by Auditdata to provide the Services to Customer and Clinics under this Agreement, including to store Customer Data.
Clinics	Retail audiology clinics in which audiology professionals serve individuals with hearing disorder challenges, and which are either (i) directly or indirectly controlled by Customer or (ii) franchisees of Customer, which Customer takes full responsibility of in relation to compliance with this Agreement. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of a Clinic.
Client	a natural person who has been registered by Customer and/or Clinics in databases made available to them by Auditdata under this Agreement.
Customer	cf. the main body of the Agreement.
Customer Data	any data and information submitted or processed by or for Customer in relation to the Services.
Devices	any physical product(s) which is part of the Subscription and delivered by Auditdata to Customer, including the Primus device.
Documentation	documentation of the Services as may be provided to Customer by Auditdata from time to time or be accessible by Customer on Auditdata's websites from time to time.
Malicious Code	harmful or malicious code, files, scripts, agents, programs, etc., e.g., viruses, trojan horses, keyloggers.
PC Software	The PC software specified in Schedule 1 (Specification of Services) for the Primus Devices.
Primus Devices	cf. Schedule 2 (Subscription and Pricing).
Quarter	cf. Schedule 2 (Subscription and Pricing).

Server-based Software and Tablet App Services	cf. Schedule 1 (Specification of Services). The hardware, software and services specified in Schedule 1 (Specification of Services) and as included in a Subscription pursuant to Schedule 2 (Subscriptions and Pricing).
Subscription	cf. Schedule 2 (Subscriptions and Pricing).
Subscription Fee	cf. Schedule 2 (Subscription and Pricing).
SWAP Service	cf. Schedule 1 (Specification of Services).
Term	the term of the Agreement cf. Schedule 2 (Subscription and Pricing).
Territory	Global.
Test Period	cf. Schedule 2 (Subscription and Pricing).
Third-Party Licenses	the third-party software licenses referred to in Schedule 1 (Specification of Services) and any other third-party software licenses made available to Customer under this Agreement.
Third-Party Products	services, hardware, software and tools provided by third parties which might be used by the Customer in relation to the Services, e.g., NOAH software, a PC, system software, IOS, Android, etc.
User	Individuals who are authorized by Customer or a Clinic to use the Services and for whom Subscriptions have been purchased. Users may include but are not limited to employees, consultants, contractors, and agents of Customer or Clinics.

1. SERVICES

- 1.1 Auditdata shall make the Services available to the Users pursuant to this Agreement and any additional orders pursuant to Schedule 2 (Subscription and Pricing) during the Term.
- 1.2 Customer agrees that its purchase of Subscriptions under this Agreement and any subsequent orders for any additional Subscriptions or other items are neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Auditdata with respect to future functionality or features.

2. GRANT OF RIGHT AND USAGE RESTRICTIONS

- 2.1** Under each Subscription, Auditdata grants a Clinic of Customer's choice a non-exclusive, non-transferable, time-limited license territorially limited to the Territory and with the usage limitations set out in Schedule 2 (Subscriptions and Pricing), to access and use the Services in accordance with their instructions manual and other documentation associated with the Services, including to download, install and use any IOS or Android applications or PC Software intended for local installation on a IOS or Android tablet respectively PC, and to use the Primus Devices; solely for their intended audiological purposes, i.e. to help and manage individuals with hearing disorders and the audiological business in relation thereto.
- 2.2** Subscriptions are for Clinics only. A Clinic's Subscription cannot be shared with other Clinics of Customer or used by more than one Clinic.
- 2.3** Only Users may access and use the Services.
- 2.4** Customer assumes responsibility for ensuring that the Services are used solely for Customer's internal business purposes as contemplated by this Agreement.
- 2.5** Customer shall be prohibited from: (i) licensing, sublicensing, selling, reselling, renting, leasing, transferring, assigning, distributing, time sharing or otherwise commercially exploiting or making any part of the Services, including for avoidance of doubt the Primus Devices, available to any third party, other than to Users or as otherwise contemplated by this Agreement; (ii) using the Services to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) using the Services to send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material that is harmful to children or violates Third-Party privacy rights; (iv) using the Services to send or store Malicious Code; (v) using the Services to interfere with or disrupt the integrity or performance of the Services or the data contained therein; (vi) attempting to gain unauthorized access to any part of the Services or its related systems or networks, (vii) permitting direct or indirect access to or using the Services in a way that circumvents a contractual usage limit or causes excessive use in general.
- 2.6** In respect of Third-Party Products for Auditdata has provided Customer with Third-Party Licenses under this Agreement, Customer acknowledges, agrees, and assumes full responsibility for complying to the terms and conditions of such Third-Party Licenses.

3. OBLIGATIONS OF AUDITDATA

- 3.1** Auditdata shall (i) make the Services available to Customer pursuant to this Agreement and any additional orders placed by Customer with Auditdata, (ii) make the Services available materially in accordance with Schedule 1 (Specification of Services) and any Documentation of the Services provided to or accessible by Customer on Auditdata's websites, (iii) maintain the security and integrity of the Services and Customer Data, (iv) make reasonable efforts to make the Services available as specified in Schedule 3 (Service Level Agreement), (v) in addition to its confidentiality obligations hereunder, not use, modify or disclose the Customer Data to anyone other than Users, official representatives of Customers and Auditdata's employees or consultants in charge of maintaining the Services.
- 3.2** Notwithstanding clause 4, Auditdata withholds the right to, at the sole discretion of Auditdata, amend the Services at any time, always provided that the functionality offered via the Services is not materially decreased or that such change is not otherwise reasonably to the detriment of the Customer.
- 3.3** During the Term, Auditdata shall, unless otherwise agreed, deliver Primus Devices to the address of Customer as stated in the main body of the Agreement or such other address/es as agreed between the Parties. Customer shall be responsible for the distribution of Primus Devices to its Clinics. The Primus Devices shall be delivered to Customer within the time frames set out in Schedule 2 (Subscription and Pricing).
- 3.4** Auditdata undertakes to replace defect Primus Devices free of charge under the same procedure, terms and conditions as set out in Schedule 2 (Subscription and Pricing) for the SWAP Service. Customer shall bear all cost for transportation of return goods to Auditdata unless under such conditions as specified in clause 14.3 is met.

4. CUSTOMER RESPONSIBILITIES

- 4.1** The Customer shall (i) be responsible for having adequate internet connections as required for the adequate use of the Services, (ii) be responsible and liable for all Clinics and their use of the Services in accordance with this Agreement; (iii) be responsible and liable for all Users' compliance with this Agreement; (iv) be responsible for the legality of all Customer Data and the means by which Customer acquired Customer Data; (v) be responsible to use or install such bug fixes, patches, modifications, updates, upgrades, new releases, releases to standard system software, PC Software or tablet applications as made available by and/or instructed by Auditdata; (vi) use the Services only in accordance with this Agreement, Documentation and applicable laws and government regulations; (vii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services by any third parties and notify Auditdata promptly of any such unauthorized use.

5. RESTRICTION OF ACCESS TO THE SERVICES

- 5.1** In the event that Customer's negligent misuse of the Services cause damage, risk of damage or poor performance for Auditdata or customers of Auditdata, e.g. in the event of a denial of service-attacks, introduction of Malicious Code, unusual and/or excessive use by the Services by Users or personnel for which Customer is responsible, Auditdata shall without delay initiate a discussion with Customer and following which may restrict the Customer's access to the Service without any obligation to compensate the Customer.

6. THIRD-PARTY PRODUCTS

- 6.1** To the extent that usage of the Services is dependent on Third-Party Products, Customer acknowledges and agrees that Auditdata does not warrant the availability or functionality of such Third-Party Products and that Auditdata does not assume any liability whatsoever for such Third-Party Products, even if they were recommended by Auditdata as suitable to use with the Services.

7. FEES AND PAYMENT

- 7.1** Customer shall pay all fees as set out in Schedule 2 (Subscriptions and Pricing). Unless otherwise explicitly agreed, fees are based on services purchased and not actual usage. Save for a force majeure event, payment obligations are non-cancellable, fees paid are non-refundable, and the number of Subscriptions cannot be decreased.
- 7.2** The Subscription Fees are stated exclusive of value-added tax.
- 7.3** If Customer's account is 30 (thirty) days or more overdue, except with respect to charges then under reasonable and good faith dispute, Auditdata shall in addition to any of its other rights or remedies, be entitled to suspend the Services without liability to Customer, until such amounts are paid in full. Auditdata must provide a minimum of eight (8) working days' written notice of its intent to suspend the Service for overdue payment.

8. PROPRIETARY RIGHTS AND LICENSES

- 8.1** Subject to the limited rights granted hereunder Auditdata reserves all right and title to the Services including any intellectual property rights related thereto. No rights are granted to Customer other than as expressly set forth herein or as stated in an Order Form or a Statement of Work.

- 8.2** With the exception of any Third-Party Products, Customer intellectual property as clearly stated in an Order Form or a SoW and any Customer Data, Auditdata owns all rights, including intellectual property rights, in and to the Services and all parts thereof as well as in any results arising out of Auditdata's performance of the Services.
- 8.3** Customer shall not (i) modify, copy or create derivative works based on the Services; (ii) frame or mirror any content forming part of the Services other than on Customer's own intranets otherwise for its own internal business purposes; (iii) reverse engineer the Services; or (iv) access the Services in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Services.
- 8.4** Customer grants to Auditdata a worldwide licence to host, copy, transmit and display Customer Data as necessary for Auditdata to provide the Services in accordance with the Agreement.

9. PERSONAL DATA AND INFORMATION SECURITY

- 9.1** The Parties acknowledge that Customer Data will include personal data to be processed within the Customer's use of the Services and that the Customer is the personal data controller with respect to such personal data. Auditdata will maintain administrative and technical safeguards for the protection of the security, confidentiality, and integrity of such personal data and only process said data on behalf of the Customer. If relevant to the Customer, the Parties may enter into Auditdata's standard data processing addendum (the "DPA"), in which case Auditdata shall furthermore adhere to the terms therein when processing personal data for Customer.

10. MONITORING AND AUDIT

- 10.1** Auditdata may monitor Customer's usage of the Services in order to verify that use of the Services is compliant with the terms of the Agreement and to ensure that Customer is sufficiently licensed and otherwise in compliance with the terms specified in the Agreement.
- 10.2** Auditdata may upon reasonable notice (which shall not be less than five (5) business days), subject to Customer's reasonable security procedures and during reasonable business hours, conduct a remote audit to verify that the terms and conditions specified in the Agreement are complied with.

10.3 If monitoring or an audit reveals that Customer is not compliant with its usage rights as set out in this Agreement (primarily in Schedule 2 (Subscriptions and Pricing), Auditdata shall be entitled to recalculate the fees in accordance with the price list in Schedule 2 (Subscriptions and Pricing) based on Customer's actual usage and with the addition of the highest of (i) 100% for the first year thereafter or (ii) retroactively from the time the monitoring or audit reveals that the Customer initially had insufficient licenses. Customer shall pay Auditdata's reasonable costs incurred in respect of such monitoring or audit.

11. CONFIDENTIALITY

11.1 Each Party undertakes not to disclose to any Third-Party without the consent of the other Party any information received from the other Party, including its business, which can reasonably be deemed to be of a confidential nature, including trade secrets and information which is covered by any statutory duty of secrecy. Information stated by one of the Parties to be confidential shall always be deemed to constitute confidential information.

11.2 The Parties' confidentiality obligations under this clause 12 shall not apply to trade secrets or any other confidential information which the receiving Party can demonstrate (i) is already known when received, (ii) is or has become public knowledge other than through breach of this Agreement, (iii) is received from a Third-Party who lawfully acquired it and who is under no obligation restricting its disclosure, or (iv) is to be made publicly available due to a court order, a decision by a public body or as otherwise required by mandatory law.

11.3 Each Party agrees to impose on its employees and consultants, in an appropriate manner, the obligations of confidentiality under this Clause 12. The Parties shall ensure that any subcontractors engaged, together with any of their employees involved in the assignment, sign a confidentiality undertaking containing equivalent provisions to the benefit of the other Party.

11.4 The Parties' obligations under this Clause 12 shall be valid during the term of this Agreement and continue for a period of five (5) years after expiration or termination of the Agreement, regardless of the reason therefor.

12. USE OF ANONYMISED CLIENT DATA

12.1 Notwithstanding Clauses 4.1 and 12.1 and without prejudice to Clause 10, Auditdata shall be entitled to extract data about Clients in an anonymised form, e.g. anonymous data from Manage upon extraction, Auditdata shall become the owner of such data and shall be entitled to use it for any purposes in Auditdata's sole discretion. The correlation between such data and the Customer and Clinic shall remain confidential pursuant to Clauses 4.1 and 12.1.

12.2 Auditdata warrants that upon extraction of Clients' data from the Auditdata Systems, the data will cease to be "personal data" as defined under the General Data Protection Regulation 2016/679.

13. WARRANTIES AND DISCLAIMERS

13.1 Each Party represents and warrants that it has the legal power to enter into this Agreement. Auditdata represents and warrants that (i) it will provide the Services materially in accordance with Schedule 1 (Specification of Services) and the Documentation; (ii) the functionality of the Service will not be materially decreased during the Term; (iii) the Services will not contain or transmit to Customer any Malicious Code (except for any Malicious Code contained in User-uploaded attachments or otherwise originating from Users); (iv) Auditdata owns or otherwise has sufficient rights in the Services to grant to Customer the rights to use the Service granted in this Agreement; and (v) the Services do not infringe any intellectual property rights of any third party.

13.2 Except as expressly provided herein, Auditdata makes no warranty of any kind whether express, implied statutory or otherwise and the Customer hereby, to the maximum extent permitted by applicable law, disclaims all implied warranties such as implied warranties for fitness for a particular purpose, merchantability, and the Service being free from errors and bugs.

13.3 Auditdata will repair or replace free of charge and return, carriage paid, any part of a Device which is defective because of the construction and/or bad workmanship on the part of Auditdata, provided that the defective part of the Device is returned carriage paid to Auditdata within twelve (12) months from the date of delivery. If the Customer has not invoked defects of the product before the expiry of the twelve (12) month time limit, he shall lose his right to have the defective part of the product remedied. For all other transducers and accessories Auditdata provide 3 months warranty from date of delivery.

If Auditdata does not repair or replace the defective part of the product within reasonable time after the Customer has returned the defective part of the product as described above, the Customer shall by notice in writing fix a final time limit (at least fourteen (14) days) for fulfilment. If Auditdata fails to fulfil its obligations before the expiry of such final time limit the Customer is entitled to – in case the defects are considered substantial – terminate the agreement in respect of the defective product by notice in writing to Auditdata. Excluding the right to remedy the Customer is not entitled to claim any other effects of the defective product. Thus, Auditdata shall not be liable to pay damages for working deficit, loss of profits or any other loss.

Complaints shall not entitle the Customer to withhold payment for the delivery or a part hereof.

14. INDEMNIFICATION

- 14.1** Auditdata undertakes to defend Customer where claims are made or actions are brought against Customer for infringement of any third party's intellectual property rights as a consequence of Customer's use in the Territory of any result of the subscribed Services, and to indemnify Customer from any loss, damages or costs (including attorneys' fees) which Customer may incur pursuant to a judgment, arbitral award or settlement; provided, that Customer (a) promptly gives written notice of the Claim to Auditdata; (b) gives Auditdata sole control of the defence and settlement of the Claim; and (c) provides to Auditdata, at Auditdata's cost, all reasonable assistance.
- 14.2** Auditdata's obligation to indemnify as set out in section 14.1 only applies provided that Customer i) has used the Services only in accordance with this Agreement and the Documentation, ii) that the alleged infringement has not been caused by the use of the Services in combination with any other service or software where the infringement would have been avoided but for such combination and iii) that the infringement has not been caused by the Customer's own information.
- 14.3** The provisions of Clauses 15 and 14.2 shall constitute Auditdata's sole and exclusive responsibility and Customer's sole remedy in relation to infringements of Third-Party intellectual property rights.
- 14.4** Any Third-Party Products which form part of the Services are subject to the third party's terms and conditions regarding infringement.
- 14.5** Customer shall defend, indemnify and hold Auditdata harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Auditdata by a Third-Party alleging that the Customer Data or Customer's use of the Services in violation of this Agreement or Customer's use of a Third-Party Product in violation of applicable Third-Party License, infringe the intellectual property rights of, or has otherwise harmed, a third party; provided, that Auditdata (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defence and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Auditdata of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

15. LIMITATION OF LIABILITY

- 15.1** Unless expressly provided herein Auditdata shall be liable for direct losses caused by its negligence and the total liability of Auditdata shall be limited to an amount corresponding to the lowest of (i) USD 500,000.00 and (ii) the total Subscription Fee paid by the Customer during the six (6) months immediately preceding the incident causing the loss.

15.2 In no event shall either Party have any liability to the other Party for any lost profits or for any indirect, special, incidental, punitive, or consequential damages, including for any loss of production, loss of business or profit, loss of goodwill, the obligation to compensate a third party, however caused and, whether in contract, tort or under any other theory of liability, whether or not the Party has been advised of the possibility of such damages.

15.3 The above limitations shall not apply in the event of any loss which is caused by a Party's gross negligence, intentional breach or breach of the confidentiality or data protection undertakings set out in this Agreement.

16. TERM AND TERMINATION

16.1 This Agreement shall come into force and may be terminated for convenience as set out in Schedule 2 (Subscriptions and Pricing).

16.2 Either Party may upon written notice to the other Party terminate this Agreement for cause with immediate effect if: (i) the other Party has committed a material breach of this Agreement, and has not rectified the same within thirty (30) days after receipt of a written notice thereof; or (ii) the other Party is wound up or if a trustee in bankruptcy or insolvency, liquidator, receiver, or manager on behalf of a creditor is appointed or if circumstances arises which would entitle the court or a creditor to make a winding-up order, or if it is otherwise likely that the other Party is insolvent.

16.3 Upon termination of the Agreement, the Customer shall not be entitled to any refund of the Subscription Fees paid in advance covering the remainder of the Term of any Subscription, unless Customer is the one terminating the Agreement for cause.

17. NOTICES

17.1 Any notice required or permitted to be given by either Party under this Agreement, shall be in writing and may be delivered by hand or courier or e-mail to the Parties' contact persons or as otherwise agreed between the Parties. Such notice shall be deemed to be given (i) if sent by hand or courier, on the day of delivery to the receiving Party; or (ii) if sent by e-mail, on the day after sending, provided that the sending Party tracks delivery of the message and does not receive any error message and that the sending email account indicates that the email was sent to the correct address.

18. FORCE MAJEURE

- 18.1** If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed due to circumstances beyond the reasonable control of such Party such as, lightning, labour disputes, fire, acts of war, requisition, seizure, currency restriction, riots and civil disorders, shortage of means of transportation, shortage of goods, major internet outages, amendments to regulations issued by governmental authorities, intervention of authorities or defects and/or delays in delivery of its sub-suppliers due to the circumstances here stipulated (each, a "**Force Majeure Event**"), then the non-performing Party shall be excused from any performance of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature thereof. The non-performing Party is, however, always obligated to mitigate the effects of the Force Majeure Events.
- 18.2** Should an event of Force Majeure continue for more than three (3) months, each Party shall have the right to terminate the Agreement for convenience with immediate effect.

19. SUBCONTRACTORS

- 19.1** The Customer may only assign the rights or obligations under this Agreement to a Third-Party with the prior written consent of Auditdata.
- 19.2** Auditdata may engage sub-contractors to execute the Services in its sole discretion.

20. ENTIRE AGREEMENT AND AMENDMENTS

- 20.1** This Agreement, including all schedules hereto and any orders agreed to subsequently by the Parties, constitutes the entire agreement between the Parties, and this Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.
- 20.2** No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted, save however for indexation of fees pursuant to Schedule 2 (Subscriptions and Pricing).

21. CONFLICT

- 21.1** To the extent of any conflict or inconsistency between the provisions in these GTC and other parts of the Agreement, the following order of precedence shall apply: Schedule 2 (Subscriptions and Pricing), main body of the Agreement, Schedule 1 (Specification of Services), these GTC, Schedule 3 (Service Level Agreement).

21.2 Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

22. SURVIVAL OF PROVISIONS

22.1 Any provision in these GTC that to its nature is intended to survive the termination of this Agreement will survive its termination and remain in force without limitation in time.

23. GOVERNING LAW AND DISPUTES

23.1 This Agreement and any non-contractual obligations arising out of or in connection with the same, shall be governed by and construed in accordance with the laws of Denmark, with the exclusion of its conflict of law rules and the United Nations Convention on the International Sale of Goods (CISG, The Vienna Convention).

23.2 Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, 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 place of arbitration shall be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be English.

23.3 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way its rights vis-à-vis the other Party in connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority or similar.

23.4 By submitting to arbitration, the Parties to the arbitration do not intend to deprive any court of its jurisdiction to issue, at the request of one of the Parties, a pre-arbitral injunction, pre-arbitral attachment or any order in aid of the arbitration proceedings and the enforcement of any award.