

Fenerum Master Subscription Agreement

1. Definitions

1.1 “**Master Subscription Agreement**” shall mean these present terms and conditions.

1.2 “**Fenerum**” shall mean Fenerum ApS, Hermodsvej 22, 8230 Åbyhøj, Denmark. CVR (VAT) no. 40430989.

1.3 “**Subscriber**” shall mean a customer who has ordered the Service from Fenerum or who has been provided with the Service by Fenerum free of charge or as a trial version.

1.4 “**Service**” shall mean the services and/or products ordered by the Subscriber from Fenerum, as well as services and/or products provided to the Subscriber free of charge.

1.5 “**Order Confirmation**” shall mean an Order Confirmation sent by Fenerum to Subscriber (or made available through self service checkout) detailing and confirming the individual terms agreed to between Fenerum and Subscriber regarding the use of the Service.

1.6 “**Agreement**” shall mean the agreement entered into between Fenerum and Subscriber regarding Fenerum providing the Service to Subscriber including Order Confirmation and this Master Subscription Agreement.

1.7 “**Free Trial**” shall mean a period of maximum 14 days or an otherwise agreed period of time where the Subscriber can evaluate the Service free of charge and without any commitment.

1.8 “**Beta Version**” and “**Beta Features**” shall mean new Services and features that may be provided to the Subscriber free of charge in addition to the Services stated in the Agreement pursuant to section 3.11.

1.9 “**Initial Subscription Term**” shall mean the period from the commencement of the Agreement and until it can be terminated by Subscriber or Fenerum according to the Order Confirmation.

1.10 “**Renewal Term**” shall mean the subsequent period after the Initial Subscription Term.

1.11 “**Subscription Period**” shall mean the full period where the Agreement is in place including the Initial Subscription Term and following Renewal Terms.

1.12 “**Confidential Information**” means any and all information disclosed by either party that is deemed or by nature is considered to be confidential due to the nature of the information and the circumstances of the disclosure.

1.13 “**MRR**” (Monthly Recurring Revenue) shall mean the total amount invoiced per month, in the scenario that all the Subscribers subscriptions were to be invoiced monthly.

1.14 “**Users**” shall mean individuals working for the Subscriber or authorized 3rd parties granted access to Fenerum by the Subscriber

1.15 “**Customers**” shall mean the Subscriber’s customers invoiced through Fenerum’s Service.

2. General Provisions

2.1 The terms set forth in the Master Subscription Agreement shall apply to Fenerum’s delivery of the Service.

2.2 By ordering the Service, the Subscriber accepts the Master Subscription Agreement which will apply to any use of the Service. The Master Subscription Agreement apply in full, unless otherwise stated in a specific written agreement with the Subscriber which should be duly signed by the legal representative of Fenerum.

2.3 Each Order Confirmation entered into by the Subscriber shall form a separate contract, incorporate this Master Subscription Agreement and the prices listed on Fenerum’s website. In the event of any conflict between the documents, the following order of precedence shall prevail (in descending order of priority):

- 1) The Order Confirmation;
- 2) Master Subscription Agreement; and
- 3) Prices listed on Fenerum’s website.

2.4 The Service shall be delivered to business Subscribers only.

3. Fenerum’s Service

3.1 Fenerum’s Service enables the Subscriber to automate

financial processes, including invoicing and reconciling payments. The Service is delivered as a subscription in accordance with the Agreement.

3.2 Fenerum’s Service is in constant development and the Service is provided “as is” at any given time.

3.3 Subject to the remainder of this section 3, Fenerum warrants that it will use its reasonable effort to deliver the Service: (i) materially in accordance with its description and continuously without significant interruptions or delays; and (ii) with reasonable care and skill. Fenerum’s warranty under this section 3.3 is subject to the Subscriber using the Services in accordance with this Agreement under normal use and normal circumstances during the Subscription Period.

3.4 The Service may be subject to error, failure or interruption or other problems resulting from use of the internet or public electronic communications networks used by the Parties or third parties. The Subscriber acknowledges that such risks are inherent in cloud services and that Fenerum shall have no liability for any such error, failure or interruption or other problems and Fenerum does not warrant a specific uptime for the Service. In case of error, failure or interruption of the Service, Fenerum shall initiate remedy within commercially reasonable time. The Subscriber shall assist Fenerum’s efforts to a reasonable extent. To the maximum extent permitted by law, this section 3.4 sets out the Subscriber’s sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in this section 3.

3.5 The Subscriber acknowledges that the warranties in this section 3 are subject to the limitations set out in section 7 and do not apply: (i) to the extent that any error in the Service arises as a result of (a) incorrect operation or use of the Service by the Subscriber or any Users, (b) use of any of the Service other than for the purposes for which it is intended, (c) use of any of the Service with other software or services or on equipment with which it is incompatible, (d) any act by any third party), (e) any modification of the Service or (e) any breach of the Agreement by the Subscriber or User; and (ii) to any Free Trial, Beta Versions or Beta Features and other Services provided free of charge by Fenerum to the Subscriber.

3.6 The Subscriber acknowledges that Fenerum accepts no liability (howsoever arising whether under contract, tort, in negligence or otherwise) for and provides no warranty that:

- a) the Service shall meet the Subscriber’s individual needs, whether or not such needs have been communicated to Fenerum;
- b) the operation of the Service shall not be subject to minor errors or defects; or
- c) the Service shall be compatible with any other software or service or with any hardware or equipment.

3.7 Other than as set out in sections 3.3 to 3.6 (inclusive) and subject to section 7, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness or any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

3.8 Any personal data on Users and Customers are provided by Subscriber as the data controller according to the GDPR-regulation. Fenerum processes personal data on behalf of Subscriber in accordance with the provisions set forth in **Appendix A**.

3.9 Free Trial and other Services provided free of charge, are covered by the same terms as paid Services with the following modifications:

- a) At the end of the trial/free period, all data collected during said period may be deleted by Fenerum with no warning and with no responsibility for Fenerum.
- b) It is the Subscriber’s sole responsibility to export and safeguard any data Subscriber wishes to save from the systems provided by Fenerum before the end of a Free Trial.
- c) Fenerum provides the Free Trial and any other free of charge Services on an “as is” basis and without warranty to the maximum extent permitted by law.
- d) It is the sole responsibility of Subscriber to purchase access to the correct package(s) of Service used by the Subscriber before the end of the Free Trial, should Subscriber wish to retain its access to the Service and any data collected during Free Trial.
- e) Fenerum may at any time and without any notice to the Subscriber cancel a Free Trial with immediate effect.

3.10 Beta Versions or Beta Features are covered by the same terms as paid Services with the following modifications:

- a) Subscriber understands and agrees, that Beta Versions and

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Beta Features are implemented and used for experimentation and testing only.

- b) Fenerum provides Beta Versions, Beta Features and other free of charge Services on an "as is" basis and without warranty to the maximum extent permitted by law.
- c) Fenerum may at any time and without any notice cancel a Beta Version or Beta Feature with immediate effect.
- d) It is the sole responsibility of Subscriber to purchase access to an updated Service if and when Fenerum implements the Beta Versions and Beta Features into Fenerum's paid Service.

3.11 This section 3 shall survive the termination or expiry of this Agreement.

4. Pricing and Payment

4.1 The Subscriber is charged the at any given time current price for Fenerum's Service as listed on Fenerum's website, unless otherwise stated in the Order Confirmation.

4.2 All prices are exclusive of any applicable VAT unless otherwise specified, and any applicable VAT will be added to the price charged to the Subscriber. Any additional taxes or fees charged by any government or administrative body must be paid for by Subscriber, and Fenerum assumes no responsibility for handling this. Any such taxes or fees may be added to the price if applicable.

4.3 Fenerum shall be entitled to invoice the Subscriber for any transaction fee that Fenerum incurs in relation to payments made to Fenerum under this Agreement, not including standard credit card transaction fees.

4.4 The subscription along with any applicable fees, taxes or VAT is invoiced and must be paid in advance in accordance to the terms set forth in the Order Confirmation.

4.5 Payment can be made by debit card, direct debit or electronic invoicing in accordance with the Order Confirmation. The Subscriber can not change its payments methods unless otherwise agreed in advance with Fenerum in writing.

4.6 If payment is made by credit or debit card, the Subscriber must at all times ensure, that Fenerum has the updated and valid credit card information, and agrees that Fenerum may charge any amounts associated with the subscription to Subscriber. In the event of breach of contract by the Subscriber, the Subscriber explicitly agrees that Fenerum may charge Subscribers credit card or direct debit card with any outstanding amounts owed by Subscriber.

4.7 The applicable price depends on the MRR associated with the Service provided to Subscriber.

4.8 If the MRR exceeds the amount stated by Subscriber, the price shall be increased accordingly. Fenerum reserves the right to charge the Subscriber for any additional MRR detected with effect from the month they first appeared as MRR.

4.9 For the avoidance of any doubt, MRR is calculated at the end of month and any subscriptions that have been invoiced for a period covering the end of the month are included, even if they are scheduled to be canceled at a later date.

4.10 Delay in payment shall be charged interest with 1.5 % per month or the maximum rate permitted by the applicable statutory law, whichever is lower, from the due date up to and including the date of actual payment.

4.11 In case of late payment of more than 20 days from the due date, or from the date of an unsuccessful charge to a debit/credit card, Fenerum, without limiting its other rights to legal remedies, reserves the right to disconnect the Service without any notice until payment has been made. Furthermore, Fenerum is entitled to demand a security deposit be paid, change the future payment terms or terminate the contract with immediate effect, cf. section 7. The Subscriber is under no circumstances entitled to any compensation or remedies due to the potential disconnection of the Services.

4.12 With 30 days' notice to the Subscriber, Fenerum reserves the right to change the price of the Service. The price will take effect to the next Renewal Term.

4.13 Fenerum reserves the right to reduce any discounts agreed on the Order Form by 5 percentage points, for each Subscription package, every January 1st.

5. Subscriber's Obligations

5.1 The Subscriber warrants that it shall not circumvent or use Fenerum's Services in a way that is designed to circumvent the

way Fenerum calculates MRR, for instance by manually invoicing customers the same amount every month, without using a subscription in the Service.

5.2 It is the sole responsibility of the Subscriber to ensure that the Subscriber's use of the Service and the Subscriber's own systems are in compliance with (i) the Subscriber's internal guidelines (ii) local legislation including but not limited to local privacy laws and (iii) customary and reasonable security procedures for the protection of systems and data.

5.3 The Subscriber undertakes to use the Service only as intended, and will not let any unauthorized parties use or have access to the Service provided to Subscriber. The Subscriber must ensure that any 3rd parties given access to The Subscribers account follows the terms and conditions set forth in this Agreement.

6. Confidentiality

6.1. Each Party retains all ownership to its Confidential Information.

6.2. Each Party undertakes and warrants that they will handle all Confidential Information with the same degree of care that the Party uses to protect its own confidential information.

6.3. All Confidential information provided by a party hereto may solely be used by the other party for the purpose of providing the Service under this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party.

6.4. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed by or to any bank examiner of the any regulatory authority, any auditor of the parties hereto, or by judicial or administrative process or otherwise by applicable law.

7. Limitation of Liability

7.1 Fenerum shall under no circumstances be liable for any consequential, indirect or special losses, including but not limited to operating losses, loss of profits, loss of goodwill, loss of turnover or similar suffered by the Subscriber.

7.2 Fenerum shall not be held responsible for loss or alteration of the data received or transmitted to/from the Subscriber by use of the Service, nor shall Fenerum be held responsible for loss due to unauthorized access to the Subscriber's data and/or systems.

7.3 Fenerum shall not be held responsible of termination or cease of delivery from any third party which services may be designed to interoperate with Fenerum's Services, i.e. if one of Fenerum's cooperation partners ceases to deliver the necessary data or allow Fenerum to push the necessary data used or implemented in Fenerum's Services.

7.4 Subject to the remainder of this section 7, Fenerum's total aggregate liability (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall, in all circumstances, be limited to the amounts paid by Subscriber during the last 12 months of the Subscription Period.

7.5 Notwithstanding any other provision of the Agreement, Fenerum's liability shall not be limited in any way in respect of the following:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any other losses which cannot be excluded or limited by applicable law.

7.6 This clause shall survive the termination or expiry of the Agreement.

8. Duration and termination of the Agreement and subscriptions

8.1 The Agreement commences on the date agreed to by the parties as stated in the Order Confirmation, or from when the Initial Subscription Term begins, whichever is first, and continues until all subscriptions governed by the Agreement have expired or have been terminated. If the Agreement expires or otherwise terminates, all subscriptions still in effect under that Agreement shall terminate at the same time the Agreement does.

8.2 The Initial Subscription Term of the Service under the Agreement is specified in the Order Confirmation.

8.3 Each Subscription Term will automatically be renewed

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for the same period as the Initial Subscription Term, or for 12 months, whichever is shorter, ("Renewal Term") unless Subscriber in writing has given notice to Fenerum at least 30 days before the end of any such Initial Subscription Term, that Subscriber does not wish to renew the subscription. Correspondingly, a new Renewal Term will automatically take place if the Agreement has not been terminated at least 30 days before the end of the Renewal Term.

8.4 Subject to section 8.3, the Agreement may be terminated by the Subscriber at any time up to 30 days before the end of any Initial Subscription Term or Renewal Term by giving Fenerum a written notice of termination, with effect from the end of any already commenced Initial Subscription Term or Renewal Term. If for example the Initial Subscription Term of the Service is 12 months from 1st January to 31st December, and the termination notice is received by Fenerum on the December the 1st, the Agreement will be terminated when the subscription ends on December 31st.

8.5 Fenerum may terminate the Agreement at any time, with effect from 180 days from the notice of termination.

8.6 Fenerum or Subscriber may terminate the Agreement with immediate effect if the other party is in material breach of the Agreement, i.e. the Subscribers lack of payment and has failed to remedy the breach within 30 days after being given notice of the breach and the intention to terminate, if the breach is not remedied. If the breach cannot be remedied, or if a party becomes the subject of a petition in bankruptcy or any other insolvency procedures, the party not in breach may terminate the Agreement with immediate effect.

8.7 Fenerum reserves the right to demand payment of the entire Subscription Period in advance, if the Agreement is terminated by the Subscriber or terminated by Fenerum due to the Subscriber's breach of the Agreement.

8.8 At the end of the Subscription Period, all data collected during said period may be deleted by Fenerum with no warning and with no responsibility for Fenerum.

8.9 It is the Subscriber's sole responsibility to export and safeguard any data Subscriber wishes to save from the systems provided by Fenerum before the end of the Subscription Period.

9. Intellectual Property Rights

9.1 Fenerum explicitly reserves all rights to its intellectual property rights associated with Fenerum and with the Service, and no rights are granted to the Subscriber and its Users unless expressly stated in these Master Subscription Agreement.

9.2 Fenerum retains all rights to the Service and to any modifications or adaptations made to the Services, even if made specifically for Subscriber. Fenerum owns and may freely use, modify, license or sell such modifications and adaptations, to and with other customers and third parties before, during and after the Agreement.

9.3 The Subscriber agrees to grant Fenerum a royalty-free, non-exclusive licence to use the Subscriber's name and logo for marketing purposes including but not limited to use on Fenerum's website and social media accounts and in doing so informing the public that Subscriber is a customer at Fenerum.

9.4 This section 9 shall survive the termination or expiry of the Agreement.

10. Notices

10.1 All notices, invoices or other messages from Fenerum to the Subscriber are sent to the email-address provided by the Subscriber. Subscriber is responsible for always having a functional email-address and it is the sole responsibility of the Subscriber to inform Fenerum about their, at any time valid e-mail address. Any message, invoice, notice, or similar sent from Fenerum to the email-address provided by Subscriber shall be regarded as received by the Subscriber with at least the same legal as if it was received by regular mail.

10.2 Any notices from Subscriber to Fenerum related to breach of contract, privacy and data protection must be sent to Fenerum's official email-address, support@fenerum.com

11. Changes to Master Subscription Agreement

11.1 Any non-material changes to Master Subscription Agreement may be made by Fenerum with 30 days' notice on Fenerum's website.

11.2 Any material changes to Master Subscription

Agreement may be made by Fenerum with 30 days' notice to Subscriber.

11.3 If Subscriber cannot accept changes made to Master Subscription Agreement, Subscriber must provide notice hereof to Fenerum before the end of the 30 days' notice-period. If no notice is provided by Subscriber within the 30 days' notice-period, the new Master Subscription Agreement will be in effect from the end of the notice-period.

11.4 If notice is received by Fenerum within the notice period, that the changes cannot be accepted, Fenerum has the right to choose freely between continuing to provide the Service on the original Master Subscription Agreement or to terminate the Agreement with Subscriber.

12. Other General Provisions

12.1 The Subscriber and the signatory of the Subscriber represents that it has legally entered into the Agreement and has the legal power to do so, and that any signatories have the legal capacity to bind the relevant party.

12.2 No delay or failure in exercising a right under the Agreement will constitute a waiver of said right.

12.3 If any provision of the Agreement is found to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the Agreement will remain in effect.

13. Assignment

13.1 Subscriber party may not assign any of their rights and obligations under the agreement without Fenerum's prior written consent, which Fenerum may not unreasonably withhold.

13.2 Fenerum may assign their rights and obligations according to the Agreement and/or individual subscriptions under the Agreement without the Subscriber's consent to an affiliated company or in connection with a merger, acquisition, corporate reorganization, or sale of all or some all of its assets.

13.3 Subject to the foregoing, the Agreement will bind and inure to the benefit of Fenerum and Subscriber, their permitted assigns and their respective successors.

14. Primary Language, Venue and Choice of Law

14.1 The Agreement and any disputes, claim or lawsuit arising out of or in connection with the agreement or the Service will be decided exclusively by the ordinary Danish courts and in accordance with Danish law, except for the Danish rules concerning choice of law. The exclusive venue for any such dispute shall be the District Court of Aarhus, Denmark as first instance and the language of the proceedings shall be Danish.

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Appendix A

1. Processing of Personal Data

1.1 **Roles of the parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Subscriber is the Controller, Fenerum is the Processor and that Fenerum will engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors" below.

1.2 **Subscriber's Processing of Personal Data.** The Subscriber shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Subscriber's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. The Subscriber shall have sole responsibility for the accuracy, quality, and legality of the Personal Data and the means by which the Subscriber acquired the Personal Data.

1.3 **Fenerum's Processing of Personal Data.** Fenerum shall only Process Personal Data by documented instructions from the Subscriber, unless required by EU-law or the national law of the Member States to which Fenerum is subject; In that case, Fenerum shall notify the Subscriber of this legal requirement before Processing, unless a court of competent jurisdiction prohibits such notification for reasons of important social interests, cf. Article 28 (3) a.

1.4 **Fenerum's information duty.** Fenerum shall immediately inform the Data Controller if the Data Controller's instructions, in the opinion of Fenerum, contravene the General Data Protection Regulation or data protection provisions contained in EU-Law or the national law of the Member States to which Fenerum is subject.

1.5 **Details of the Processing.** The subject-matter of Processing of Personal Data by Fenerum is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed are specified in Appendix B (Details of the Processing).

2. Rights of the Data Subjects

2.1 Fenerum shall, taking into account the nature of the Processing, assist as far as possible the Subscriber by appropriate technical and organizational measures, with the obligation of Subscriber to respond to requests for the exercise of the data subjects' rights as laid down in Chapter 3 of the Data Protection Regulation.

2.2 Fenerum shall assist the Subscriber in ensuring compliance with the Subscriber's obligations pursuant to Article 32-36 of the Data Protection Regulation, taking account of the nature of the Processing and the information available to Fenerum, as referred to in Article 28 (3) f.

2.3 Should the Subscriber need the assistance of Fenerum, in ensuring compliance with the obligations set forth in Article 32-36, Fenerum retains the right to charge the Subscriber reasonable costs associated with the assistance, including the hours spent by Fenerum personnel.

3. Fenerum personnel

3.1 Fenerum shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Fenerum shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

3.2 Fenerum shall take commercially reasonable steps to ensure the reliability of any Fenerum personnel engaged in the Processing of Personal Data.

3.3 Fenerum shall ensure that the access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

4. Processing security

4.1 Fenerum shall implement all measures required by Article 32 of the Data Protection Regulation, which shall include, appropriate technical and organizational measures, to ensure a level of safety fitting these risks.

5. Sub-processors

5.1 Fenerum shall comply with the conditions referred to in Article 28 (2) and (4) of the Data Protection Regulation, to use another Data Processor (Sub-processor).

5.2 Fenerum maintains an updated list of Sub-processors on [this link](https://www.fenerum.com/company/legal/subprocessors/): <https://www.fenerum.com/company/legal/subprocessors/>.

5.3 The Subscriber gives Fenerum a general approval, to use the Sub-processors defined in the link in section 5.2 including any future sub-processors added to the link in section 5.2.

5.4 The Subscriber may contact Fenerum to be signed up for an email notification list, that provides notice, in case Fenerum changes any of their Sub-processors.

5.5 The Subscriber may object to Fenerum's use of a new Sub-processor by notifying Fenerum promptly in writing within ten (10) business days after receipt of Fenerum's notice in accordance with the mechanism set out in Section 5.4 in the event the Subscriber objects to a new Sub-processor, as permitted in the preceding sentence, Fenerum will use reasonable efforts to make available to the Subscriber a change in the Services or commend a commercially reasonable change to the Subscriber's configuration, or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonable burdening the Subscriber. If Fenerum is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, the Subscriber may terminate the Agreement. Fenerum will refund the Subscriber any prepaid fees covering the remainder of the term of the Agreement following the effective date of termination.

5.6 Fenerum shall be fully liable for the acts and omissions of its Sub-processors to the same extent Fenerum would be liable if performing the services of each Sub-processors, except as otherwise set forth in the Agreement.

6. Transfer of information to third countries or International Organizations.

6.1 Fenerum may process Personal Data only by documented instructions from the Subscriber, including as regards to the transfer and internal use of Personal Data to third countries or International Organizations, unless required under EU law or national law of the Member States, to which Fenerum is subject; In that case, Fenerum shall notify the Subscriber of this legal requirement before Processing unless a court of competent jurisdiction prohibits such notification for reasons of important social interests, cf. art. 28 (3) a.

6.2 If the list of Sub-processors in accordance to Section 5.2 contains companies located in third countries, by signing the Agreement, or in respect of an addition to the list of Sub-processors by not raising an objection to that Sub-processor in accordance with Section 5.5, the Subscriber approves Fenerum's use of these

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Sub-processors, for Processing of Personal Data, now and henceforth.

7. Breach Notifications

7.1 Fenerum maintains security incident management policies and procedures and shall, notify Subscriber without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Subscriber Data, including Personal Data, transmitted, stored or otherwise Processed by Fenerum or its Sub-processors of which Fenerum becomes aware (a "Customer Data Incident").

7.2 Fenerum shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as Fenerum deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within Fenerum's reasonable control. The obligations herein shall not apply to incidents that are caused by Subscriber or Subscriber's Users.

7.3 Fenerum is obligated, to provide the Subscriber with information about such breaches as described in 8.1, within 48 hours of the breach, so that the Subscriber can inform the supervisory authority within 72 hours, as required by Article 33 (1).

8. Deleting and retrieving information

8.1 Upon termination of the Processing services, Fenerum is obliged to delete or return all Personal Data to the Subscriber, as well as to delete existing copies, unless the European Union or national law prescribes the retention of Personal Data.

9. Audit

9.1 Fenerum shall make available to the Subscriber all information necessary to demonstrate compliance with Article 28 of the Data Protection Regulation and allow and contribute to audits, including inspections carried out by the Subscriber or other auditor, which is authorized by the Subscriber.

9.2 Fenerum is obligated to comply with Article 58, acknowledging the powers of the supervisory authorities.

9.3 Any audits by the Subscriber, must be announced at least 72 hours in advance, and cannot interfere with the people at Fenerum or their daily working tasks.

9.4 The Subscriber shall pay all its own costs associated with the audit.

10. Legal

10.1 Fenerum shall promptly inform the Subscriber if it becomes subject to any proceedings which may lead to a claim for compensation or an administrative fine under the EU Legislation or national legislation supplementing the EU GDPR. Should such proceedings be initiated, Fenerum shall (a) provide Subscriber with the details (including specific infringement allegations); (b) provide Subscriber with such information and assistance that Subscriber reasonably requests; and (c) not hinder or oppose Subscriber from taking an active part in the proceedings (using its own counsel at its own cost).

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Appendix B

1. Nature and Purpose of Processing

1.1 Fenerum will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Subscriber in its use of the Services.

2. Duration of Processing

2.1 Subject to Section 8 of Appendix A, Fenerum will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

3. Categories of Data Subjects

3.1 Subscriber may submit Personal Data to the Services, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Subscriber (who are natural persons)
- Employees or contact persons of Subscriber's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Subscriber (who are natural persons)
- Subscriber's Users authorized by Subscriber to use the Services

4. Type of Personal Data

4.1 Subscriber may submit Personal Data to the Services, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Connection data