

Neurons Inc Platform

Terms & Conditions

PURCHASE TERMS

These purchase terms (defined as the Agreement) are a legally binding contract between Neurons and our Clients. The Agreement sets out rules under which we provide our Clients with our SaaS product, Neurons AI, using applied neuroscience and AI to better predict and understand the customer experience.

This Agreement is made in consideration of the nature of our SaaS products, which are designed to be used by multiple clients simultaneously. This is commonly referred to as a "one to many" service. As a result, changes to this Agreement may be challenging to incorporate.

1. ACCEPTANCE

- 1.1 By using the Neurons Inc ApS (hereafter "Neurons") Service, the Client (hereafter "**Client**") is agreeing to be bound by this agreement (this "**Agreement**") and the terms contained herein, unless the terms have been expressly deviated from or modified through another written agreement between both Parties. A final agreement between the Client and Neurons is considered to have been finally concluded on these terms when the Client has accepted this Agreement electronically or otherwise accepted by Neurons in writing via Quote. None of the Client rights and entitlements in this Agreement shall however apply for free versions, trials and/or pilots as the rights and entitlements are considered valid for purchased Subscriptions only.

Neurons and the Client are also hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

2. DEFINITIONS

- 2.1 "Affiliate(s)" shall mean any person(s) or entity/entities that directly or indirectly controls, or is controlled by, or is under common control with, a Party.
- 2.2 "Business Relationship" shall mean the business, professional or commercial relationship between the Client and Neurons for which they have entered into this Agreement.
- 2.3 "Clause" shall mean a clause of this Agreement.
- 2.4 "Confidential Information" shall mean any information, whether oral or written, communicated between the Parties, excluding information that has been

expressly stated to not be confidential or which falls within any of the situations listed in Clause 14.3(i) to (vi).

- 2.5 “Client’s Affiliates” shall mean any Affiliate(s) of the Client.
- 2.6 “Client Data” shall mean any data, content, materials, information, intellectual property which specifically belongs to the Client.
- 2.7 “Custom Clause(s)” shall mean any Clause of this Agreement that has been custom made/amended/edited/added and differs from the version of this Agreement found on the official website at <https://www.neuronsinc.com/>.
- 2.8 “Customer Success Manager” shall mean the customer success manager assigned to the Client, to provide customer support and assist on onboarding the Client. The Customer Success Manager shall be the main point of contact for the Client after they have signed this Agreement.
- 2.9 “Data Processing Agreement” shall mean the data processing agreement found here <https://www.neuronsinc.com/legal/data-processing-agreement>
- 2.10 “Disclosing Party” shall mean the Party disclosing Confidential Information to the Receiving Party.
- 2.11 “Indemnified Party” shall mean the Party (either Neurons or the Client) that is being defended, held harmless, or compensated for losses by the other Party under the terms of this Agreement.
- 2.12 “Indemnifying Party” shall mean the Party (either Neurons or the Client) that has the obligation to defend, hold harmless, or compensate the other Party for losses under the terms of this Agreement.
- 2.13 “Initial Subscription Term” shall mean the first Subscription Term the Client enters into upon signing the Agreement.
- 2.14 “Intellectual Property Rights” shall mean and include, but not be limited to all software, codes, logos, name, designs, websites including designs of the websites, products, service, patents, inventions, trademarks, copyright, database rights, domain name, and other similar rights a Party or Third-Party may own.
- 2.15 “Internal Business Purpose” shall mean the use of the Service by the Client and its employees, and authorized User(s) for the Client’s own internal business purposes, including the use of the Service to provide services to the Client’s own customers.

- 2.16 “Invoice” shall mean the invoice received by the Client upon each Subscription Term, which shall mention the fee for the Service, along with any special or Custom Clauses which may govern the Business Relationship.
- 2.17 “Neurons Account” shall mean a shared workspace where any and all User(s) have visibility into each other's assets.
- 2.18 “Quote” shall mean the quote provided to the Client for the Initial Subscription Term with details of their Service Package and Subscription.
- 2.19 “Personal Data” shall mean any information relating to an identified or identifiable individual where (i) such information is contained within the login details for a User(s) as provided by the Client and (ii) is protected as personal data, personal information, or personally identifiable information under applicable Data Protection Laws (as defined in the Data Processing Agreement).
- 2.20 “Platform” shall mean the medium provided by Neurons to the Client through which the Client is able to use the Service.
- 2.21 “Receiving Party” shall mean the Party receiving Confidential Information from the Disclosing Party.
- 2.22 “SaaS” shall mean software-as-a-service.
- 2.23 “Service” shall mean, the service provided by Neurons, and for which the Client obtains a Subscription.
- 2.24 “Service Package” shall mean the category of Subscription of Service the Client has agreed to take, and shall include the number of accounts and/or licenses and any add-ons for the Service.
- 2.25 “Sub-Processor” shall mean any person(s) or entity/entities appointed by or on behalf of Neurons to process Personal Data on behalf of the Client in connection with the Agreement.
- 2.26 “Subscription” shall mean the subscription of the Service as mentioned in the Quote, and subsequent invoices.
- 2.27 “Subscription Term” shall mean the term of the Subscription of the Client to the Service and Platform.
- 2.28 “Third-Party” shall mean any person or entity other than the Parties, or the Client's Affiliates.

- 2.29 “Third-Party Tools” shall mean the tools Neurons employs in order to provide the Service, and include Sub-Processors appointed by Neurons.
- 2.30 “User(s)” shall mean person(s) who will have access to the Service, and for whom the Client shall take full responsibility.
- 2.31 “User Information” shall mean the username, password and other data/information about the Client used to identify or sign into the Platform.
- 2.32 “Unauthorized Use” shall mean any use of the Service that is not in accordance with this Agreement and shall also include use of the Service that has not been authorized by the Client.
- 2.33 “Unauthorized Third-Party” shall mean any person who may have gained access to the Service, but who is not authorized to use the Service.

3. SERVICE

- 3.1 Neurons is a SaaS company that provides its clients with a service using applied neuroscience and AI to better predict and understand the customer experience. The Service is delivered to the Client as a SaaS application branded 'Neurons AI', in accordance with the Subscription agreed upon and as described in this Agreement, the Quote, or otherwise agreed in writing.
- 3.2 The Client shall receive a Quote which shall specify, among other things, the exact Service being availed by them, the billing details, and the length of time for which the Service is being provided.
- 3.3 Subject to the terms and conditions of this Agreement, Neurons grants to the Client, a non-exclusive, non-transferable, non-licensable/sublicensable, limited right to access and use the Service for its own Internal Business Purpose during the Subscription Term, and in accordance with applicable Service Package/order agreed upon.
- 3.4 The Client shall ensure that they are not in any way, shape, or form, legally prohibited from receiving or using the Service under the laws of the Country in which they are residing, or from which they have access to the Service.
- 3.5 The Client will be provided with a Neurons Account through which their User(s) shall use the Service. The Client shall be charged a fee for each Neurons Account, along with any add-ons they may wish to obtain over the course of the Subscription Term.
- 3.6 The Client acknowledges and agrees that User access credentials (including any account, User ID, password, or multi-factor authentication (“MFA”) credential) are personal to each Authorized User, and Authorized Users shall not share, transfer, disclose, or otherwise make available any such User

access credentials to any other person, including other Authorized Users, employees, contractors, Affiliates, or Third Parties. The Client further acknowledges and agrees that MFA is a mandatory security requirement for any and all User(s). Neurons reserves the right to enforce MFA on all accounts, including those established prior to the implementation of this policy. The Client is solely responsible for maintaining the confidentiality of all passwords and MFA credentials associated with the Neurons Account. Any loss or damage arising from the use of any password or access credential by any person other than the Authorized User to whom such credential was assigned shall be the sole responsibility of the Client and shall not be borne by Neurons.

- 3.7 The Client acknowledges that Neurons may require that the passwords be changed from time to time.
- 3.8 The Client shall ensure that if there is any change to the Client's or any User(s)'s registered email address, the same shall be updated immediately by the Client to the Platform.
- 3.9 The Client shall ensure that any and all User(s) shall access and use the Service in compliance with this Agreement and shall notify Neurons immediately if the Client becomes aware of any Unauthorized Use of the Service, or the login details for the Service, or if the Client believes that any such login details may have become known to an Unauthorized Third-Party.
- 3.10 The Client understands that, unless written consent is given by Neurons, this Agreement does not give the Client's Affiliates any right to use the Service and the Neurons Account assigned to the Client.
- 3.11 The Client shall understand that other than the rights expressly specified in this Agreement and the Quote, no other right or interest is granted to the Client in connection with the Service. The Client shall ensure that they shall not:
 - i. Use the Service for purposes other than as stated in this Agreement or the agreed Service Package;
 - ii. Rent, lease, sell, distribute, transfer in whole or in part, the right to use the Subscription/Service Package as mentioned in the Quote or otherwise agreed upon in writing or any part thereof to any Third-Party;
 - iii. Input, upload, transmit or otherwise provide to or through the Service any information or materials that are unlawful or injurious, threatening,

pornographic, violent, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially/ethnically/or otherwise objectionable, or that contain, transmit, or activate any harmful code. Neurons reserves the right to remove any site hosting such content from the Service without notice;

- iv. Attempt to discover or gain access to the source code for the software of the Service, understand the Service or reverse engineer, decode, modify, decrypt, extract, disassemble, or decompile such software, or replicate a product providing the same Service, build a product using similar ideas, features, functions or graphics of the Service, or any competitive product or service, or copy any ideas, features, functions or graphics of the Service.

3.12 Neurons reserves the right to develop and improve its products and Service, including their functionality in such a way as deemed appropriate or necessary by Neurons. Neurons may suspend the subscribed products and Service if it is a matter of short-term maintenance, support and service. In all such cases Client will be provided adequate notice.

3.13 Where the Platform is in need of immediate repair, Neurons may suspend the Service in order to repair the defect immediately without providing notice.

3.14 By utilizing the Service, the Client acknowledges and agrees to adhere to the Neurons' ethical policies, as detailed on the Neurons ethical policies page (the "Ethical Policies"). The Ethical Policies encompass industry restrictions, regional constraints, and guidelines for ethical business practices. It is the Client's sole responsibility to ensure full compliance with the Ethical Policies when using the Service and when granting access to others. The Client acknowledges that any failure to adhere to these policies may result in the suspension or termination of the Client's access to the Service.

3.15 Personal Data

- i. Neurons may require Personal Data of User(s) of the Service in order to create an account to use the Platform. By using the Service, the Client agrees that Neurons may process the Personal Data of the User(s) in order to provide the Service and in accordance with the Data Processing Agreement found here and with the consent of the Client.
- ii. Where Neurons is processing Personal Data under this Agreement and the Data Processing Agreement, the Client shall be the Data Controller (as defined in the Data Processing Agreement) and Neurons shall be the Data Processor (as defined in the Data Processing Agreement).

4. PRICING

- 4.1 The Client shall be charged a yearly non-refundable fee for the Subscription, exclusive of any taxes, levies and duties, that shall be based on the agreed-upon Subscription. The Neurons licenses are measured on the agreed number of activated unique User(s) within the yearly period of Subscription. Payment obligations of the Client are non-cancellable.
- 4.2 The Subscription Fee shall remain constant during the Subscription Term. Any discounts, promotional pricing, or free add-ons granted during the Initial Subscription Term apply only to the Initial Subscription Term unless expressly stated otherwise in writing. Upon renewal of the Subscription in accordance with this Agreement, where the renewed Subscription includes the same Service, features, functionality, components, usage limits, and scope as set out in the original Quote, the Subscription Fee shall be subject to an increase over the Subscription Fee applicable during the immediately preceding Subscription Term.
- 4.3 Should the Client opt for any add-ons or additional components of the Service, the same shall be charged to the Client separately in addition to the applicable Subscription Fee.
- 4.4 Neurons may, from time to time, modify, update, or enhance, the Service, including by introducing new features, functionality, components, security measures, compliance-related requirements, or other improvements applicable generally to its customers. The Client acknowledges and agrees that Neurons may implement such changes without obtaining the prior consent of the Client.
- 4.5 The Client shall be responsible for providing complete and accurate billing and contact information to Neurons and such other information required by the agreed Subscription.
- 4.6 Fair Usage and Excess Cost:
 - i. Although the Subscription is described as offering "unlimited" usage per license, this does not constitute a literal unlimited consumption entitlement. Neurons may identify excessive use by reference to significant variations from the average consumption of comparable Clients. Where Neurons reasonably determines that the Client's use is excessive, the following shall apply:
 - a. Neurons shall first notify the Client in writing and allow a reasonable period for the Client to bring its usage back to normal levels;

- b. If the Client does not adjust its usage within the period specified in the notice, Neurons may limit or withdraw the Client's access to the Service with immediate effect, and shall promptly notify the Client of the action taken;
 - c. Where the Client's usage causes, or is reasonably likely to cause, immediate harm or material cost to Neurons or its infrastructure, Neurons may limit or withdraw access without prior notice, with prompt written notification to the Client thereafter.
 - ii. Where the Client's excessive usage of the Platform has resulted in a cost to Neurons, Neurons shall be entitled to charge the Client for the losses suffered by Neurons as a direct result.
- 4.7 Neurons shall invoice the Client for all charges incurred by the Client and its User(s) in accordance with the Subscription purchased, irrespective of the Client's or User(s)' actual usage of the Service.
- 4.8 Unless otherwise agreed upon, all charges shall be paid within 14 days on receipt of invoices. Interest shall accrue on any overdue amount that is not disputed by the Client in good faith, and on any disputed amount once finally determined to be payable, at a rate of 8% above the official discount rate of the Danish National Bank from time to time.
- 4.9 If the Client requires certain prerequisites (such as, but not limited to, purchase orders or vendor set up forms) prior to the issuance of invoice from Neurons, such prerequisites must be provided to Neurons within 5 working days from the date of signing this Agreement. In the event the Client does not provide the prerequisites within the specified timeframe, Neurons reserves the right to either refuse to render the Service to the Client, or to independently send an invoice for the products or Service rendered, which shall be payable by the Client within 14 days on receipt of the invoice, or within the timeframe as agreed upon between the Client and Neurons.
- 4.10 Neurons reserves the right, upon issuing a written warning, to suspend access to the Service to the Client and all User(s) for late payment of any sum due (excluding amounts disputed in reasonable and good faith) from the Client under any contract between the Client and Neurons, or for any breach of the terms of this Agreement.
- 4.11 The Client understands that they are responsible for all payments being made to Neurons, and any agreements between the Client and a Third-Party for payment of the Client's Subscription to the Service shall not affect the Client's payment obligations under this Agreement.

- 4.12 Payment of all charges shall only be made in the currency in which they are invoiced and shall not be subject to any deductions whatsoever.
- 4.13 The Client shall bear and be responsible for all bank charges, transfer fees, intermediary bank fees, foreign exchange costs, remittance charges, and any other similar costs associated with the payment of Fees, and shall ensure that the Company receives the full amount due without deduction.

5. CLIENT DATA

- 5.1 The Client owns and retains all rights to the Client Data. This Agreement does not grant Neurons any ownership rights to Client Data. The Client grants permission to Neurons and Neurons' Sub-Processors to use the Client Data as is necessary to provide the Service.
- 5.2 The Client represents and warrants that they have all sufficient and necessary rights and permissions to use the Service, and the Client Data.
- 5.3 The Client understands that Neurons uses Third-Party Tools in order to provide the Service, such as its Sub-Processors as stated in the Data Processing Agreement, and large language models (commonly known as LLMs) such as, but not limited to, Claude AI and Gemini. The Client further understands that Neurons cannot provide its Service without the employment of these Third-Party Tools, which will process the Client Data. Neurons ensures that Third-Party Tools that Neurons employs shall not use the Client Data for machine learning or benchmarking purposes or to improve their services.
- 5.4 Notwithstanding the restrictions imposed on Third-Party Tools under Clause 5.3, and subject to the Data Processing Agreement, the Client grants Neurons permission to:
- i. Collect, store, and process Client Data;
 - ii. Allow its Third-Party Tools, including Sub-Processors to collect, store and process the Client Data in order to provide the Service;
 - iii. Monitor the Client's use and Client Data uploads on the Platform for servicing purposes and maintenance; and
 - iv. Use Client Data for machine learning to support and improve Neurons' own services, and for benchmarking purposes. The Client may withdraw their consent for Neurons to use their data for machine

learning and benchmarking purposes at any time by providing written notice to their Customer Success Manager via email communication;

6. SUPPORT

- 6.1 The Client's administrators will have access to online support via the designated Customer Success Manager who shall be available during normal Danish business hours Monday to Friday CET time zone excluding any Danish public holidays.

7. DEFECTS AND DELAYS

- 7.1 The Client shall, in writing, inform Neurons as soon as possible, about any critical defect and/or delay in the Service (e.g., the Platform is inaccessible or other issues causing a severe impact on delivery of agreed products and Service). In such a circumstance, Neurons shall confirm receiving the complaint as soon as possible, and after analyzing the situation itself, and reaching a conclusion, shall inform the Client as soon as possible about the complaint regarding the defect and/or delay, and in the circumstance that Neurons has concluded that there is in fact a defect and/or delay in the Service, shall commit to start remedying the problem immediately thereafter. If Neurons cannot remedy the defect and/or delay within 2 weeks after the Client's written complaint, the Client is entitled for a period of 2 weeks thereafter to cancel the Agreement with effect from the date of the complaint and will in such case not be obliged to pay Neurons for the period after the date of the complaint, and any prepayment for the Subscription agreed shall be refunded for the period after the date of the complaint.
- 7.2 The Client understands and agrees that they have no other legal remedies for breach of contract in the event of defects and/or delays, except for the right to cancel the Agreement as described in Clause 7.1 and Clause 13, or if any such remedies are included in a service plan agreed, with service levels and compensation, that is in effect and paid. The Client understands and agrees that the products and Service may from time to time contain minor software bugs, as the products and Service are in ongoing development and ongoing feature updates will be provided.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Neurons holds all Intellectual Property Rights to the Service, including all copyrights, exclusive rights to trademarks, code and graphic elements constituting the Service, its products, software, code, logo, name, design, and website including design of the website, which all make up valuable trade secrets and Confidential Information of Neurons. The Client acknowledges and accepts that this Agreement does not grant the Client any Intellectual Property Rights whatsoever in the Service, products, code, logo,

name, design, website including design of the website and its related software, and all rights are reserved by Neurons. The Client may only use such Intellectual Property Rights in compliance with this Agreement or the subscribed package. Any form, database, or software that is altered, conceived, made or developed in whole or in part by Neurons during or as a result of the Business Relationship with the Client shall become and remain the sole and exclusive property of Neurons. The Client agrees to make no claim in the rights or ownership of any such form, database or software.

- 8.2 Neurons acknowledges and accepts that the Client is the owner of all rights to the Client Data and content created by the Client using the Service.

9. INDEMNIFICATION

- 9.1 The Client shall indemnify, defend and hold Neurons, and any of its Affiliate(s), harmless, at the Client's expense, against any Third-Party claim, suit, action or proceeding (each an "Action") brought against Neurons and its officers/directors/employees/agents/service providers/licensors by any Third-Party not affiliated with Neurons to the extent that such Action is based upon or arises out of the following:

- i. Unauthorized or illegal use of the Subscription and/or Service by the Client or the Client's Affiliates;
- ii. The Client or the Client's Affiliates' non-compliance with or breach of this Agreement;
- iii. The Unauthorized Use of the Service and/or the Subscription by any other person using the Client's User Information; or
- iv. The Client's misappropriation or violation of any Third-Party's Intellectual Property Rights where such claims are made against Neurons as a result of the Client's use of the Service.

- 9.2 Neurons shall defend, indemnify and hold the Client harmless, at Neurons' expense against any Action brought against the Client and its officers/directors/employees/agents/service providers/licensors by any Third-Party not affiliated with the Client to the extent that such Action is based upon or arises out of an allegation that the Service infringes a Third-Party's Intellectual Property Rights.

- 9.3 Where such a situation as illustrated in Clauses 9.1 or 9.2 arises, the Indemnifying Party shall not, without first obtaining permission from the Indemnified Party, enter into any settlement that:

- i. Imposes an obligation on the Indemnified Party;

- ii. Requires the Indemnified Party to make an admission;
- iii. Imposes liability on the Indemnified Party not covered by these indemnifications or places restrictions on Indemnified Party.

10. LIMITED LIABILITY

- 10.1 Irrespective of the basis on which a claim is made, hereunder defects, delay, product and service liability etc., neither Party, nor its management and employees are liable to each other or any Third-Party, for any special, incidental, consequential, or exemplary damages, or other indirect loss, damage or injury, including – but not limited to – loss of revenue and/or profits, loss of use, business interruption, loss of data or software, costs in connection with re-establishment and/or updating thereof, loss of contracts, interest, goodwill or anticipated savings, or for indirect liabilities caused by a violation of the rights by any Third-Party, even if the Party has been advised of the possibility thereof and regardless of the legal or equitable theory upon which the claim is based. Nothing in this Clause shall limit or exclude either Party's liability for fraud, willful misconduct, gross negligence, or any other liability that cannot be limited or excluded under applicable law.
- 10.2 Unless otherwise expressly agreed in writing, Neurons gives no warranties, representations, conditions, or guarantees of any kind whatsoever, either express or implied by law (in contract or tort or otherwise) or custom, including – but not limited to – those regarding merchantability, fitness for purpose, correspondence to sample, title, design, condition, or quality. Without limiting the above, Neurons does not warrant that the procurement of the Service shall be free from interruption or errors.
- 10.3 Where materials are uploaded by the Client, or any User(s) on its behalf, Neurons shall have no liability caused by defects in or the unsuitability of such materials so uploaded.
- 10.4 If for any reason a Party becomes liable to the other for direct damages, regardless of the form of action, the aggregate liability of such Party shall be limited to the amounts actually paid by the Client during the twelve (12) months preceding the claim. This limitation shall not apply to the Client's payment obligations, or Neurons indemnity obligations for breach of a Third-Party's Intellectual Property Rights as stated in Clause 9.2.

11. ASSIGNMENT OF RIGHTS

- 11.1 The Parties shall not be entitled to assign their rights and obligations under the Agreement, or the Subscribed Package, without the express written consent of the other Party, to a successor unless by reason of merger, reorganization, sale of substantially all the Party's assets, change of control

or operation of law. Under no circumstances shall the express written consent be unreasonably withheld.

12. LANGUAGE

- 12.1 The Parties expressly acknowledge that this Agreement and all ancillary and related documents thereto are drafted in the English language only, and further acknowledge that all communication between the two Parties must be in the English language.

13. TERMINATION

- 13.1 Either Party may terminate the Subscription and subsequently this Agreement by giving 45 days' written notice. However, said written notice must be given no later than 45 days before the end of the current Subscription Term. In cases where the Client has a multi-year agreement, then a notice for termination must be provided no later than 45 days before the end of the multi-year agreement period. Payments already made, including prepayments or billing, are not reimbursed in the event of termination unless regulated by Clause 7.1.
- 13.2 Both Parties acknowledge that they are obligated to fulfil the full Subscription and/or multi-year agreement/Subscription in case of termination and the Client is obligated to pay any non-billed Subscription within the period. If the Subscription is not terminated by the 45 days' written notice before the end of the Subscription Term, the Client accepts that Neurons will renew the same Subscription under its latest terms and conditions as available on its website.
- 13.3 Neurons retains the right to terminate this Agreement and/or to immediately block access to the Service in the event that the Client is found to be in breach of any of their obligations as set forth in this Agreement, or if the Client infringes upon the Intellectual Property Rights of Neurons. Such termination and blocking of access shall be at the sole discretion of Neurons.
- 13.4 On expiry of the Agreement, irrespective of the cause, the Client has the right to export their own data from Neurons within 30 days after the expiry of the agreement. Neurons can export the data on request for free in standard format and if further assistance is needed, Neurons can assist against an agreed payment. After expiry of the said 30 days, Neurons has the right to delete the Client's data upon the completion of the Term.

14. CONFIDENTIALITY AND NON-DISCLOSURE OF INFORMATION

- 14.1 The Parties undertake to treat and protect any Confidential Information disclosed to them by the other Party, using the same degree of care that they

use to protect the confidentiality of their own Confidential Information of like kind, but in no event less than reasonable care.

14.2 The Parties undertake for a period of 5 years to not use, disclose or transfer any Confidential Information other than as authorized in writing by the Disclosing Party to the Receiving Party, and to otherwise keep secret, vis-à-vis any Unauthorized Third-Party, any knowledge a Party has obtained about the other Party or its activities as a result of the cooperation.

14.3 The contents of Clause 14.1 shall not apply in the following situations:

- i. Where the information was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party;
- ii. Where the information becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party;
- iii. Where the information is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure;
- iv. Where the information is obtained by the Receiving Party from a Third-Party without breach of such Third-Party's obligations of confidentiality;
- v. Where the information is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; and
- vi. Where the information is required by law to be disclosed by the Receiving Party, provided that when possible, the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

14.4 Neurons is entitled to publish Client logos and confirm to third parties that the Client is a client of Neurons.

14.5 User(s) may receive emails with information about the Service and Neurons and can always choose preferences and unsubscribe.

15. HEADINGS

- 15.1 The subject headings of these terms and conditions are included for purposes of convenience only and shall not affect the construction or interpretation of any of its conditions.

16. CHOICE OF LAW AND VENUE

- 16.1 Any dispute must be determined in accordance with Danish Law. Each Party submits to the jurisdiction of the District Court of Copenhagen, Denmark. Any dispute proceedings shall be conducted in the English language.

17. DISPUTE RESOLUTION AND SEVERABILITY

- 17.1 Most disputes can be resolved without resort to formal dispute resolution. If the Client takes any issue with Neurons or the Service, the Client agrees that before taking any formal action, the Client shall contact their assigned Customer Success Manager and provide a brief, written description of the dispute. The Parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly, and good faith negotiations shall be a condition to either Party initiating a lawsuit.
- 17.2 The failure of Neurons to exercise or enforce any right or remedy in this Agreement does not waive that right or remedy. If any provision of this Agreement is found to be invalid or unenforceable in a court of law, the Parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the Parties' intentions as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect.

18. MISCELLANEOUS

- 18.1 Amendment
- i. Neurons may revise/modify any part or all of the Agreement by posting updated terms and conditions ("**Updated Terms**") on the official site <https://www.neuronsinc.com>. The Updated Terms will become effective and binding on the Client and Neurons on the next business day after it is posted. However, Neurons will provide notice to the Client either by email or in-app notification (or both) within reasonable time before the Updated Terms are posted and made effective.
 - ii. Unless any Updated Terms by Neurons is required by law, the Client may object to any Updated Terms, and shall notify Neurons in writing within 14 days after receiving notice of the Updated Terms. In such a circumstance, Neurons and the Client will try to mutually agree to any

objections and revisions, however if no mutual agreement can be reached, the Business Relationship between Neurons and the Client shall be governed by this Agreement, until the next renewal date, after which the Client and Neurons shall be bound by the Updated Terms.

- iii. Where the Updated Terms by Neurons is a requirement of law, and the said Updated Terms are not acceptable to the Client, then the Agreement and subscribed package(s) shall be terminated.
 - iv. This Clause 18.1, and any amendments made to the Agreement on the official website during the Subscription Term shall not apply to any Custom Clause(s) in an Agreement, until and unless Neurons is legally obligated to make the amendment/change in the Custom Clause(s). Unless stated otherwise, Custom Clause(s) shall only operate for the Initial Subscription Term, after which Neurons' standard Agreement as found on the website shall govern the Business Relationship between the Parties.
- 18.2 Actions Permitted: Except for actions of non-payment or breach of a Party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued.
- 18.3 Entire Agreement: This Agreement (including the subscribed packages) along with any data processing or data protection policy signed between the Parties shall make up the entire agreement between the Parties for the sake of the Business Relationship, and supersedes all other proposal(s), agreement(s), memorandum(s) of understanding, and non-disclosure/confidentiality agreements between the Parties, whether express or implied, and any and all other such agreements/proposals/memorandums of understanding/non-disclosure agreements between the Parties shall cease to take effect.
- 18.4 Authority: Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such Party and enforceable in accordance with its terms.
- 18.5 Client's Affiliates use: The Client warrants that where it has authorized use of the Service to the Client's Affiliates, or where due to the business/company structure of the Client, the Client's Affiliates have access to the Service, the Client's Affiliates shall be bound by the same terms of this Agreement (or any agreed upon changes in terms after signing of the Agreement), and that the Client shall be legally responsible for any breach of the terms of this Agreement or Unauthorized Use of the Service by the Client's Affiliates, and that Neurons reserves the right to bring any legal action against the Client.

- 18.6 Force Majeure. Except for payment obligations of amounts due under this Agreement, neither Party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated Party; government restrictions; pandemic; or other event outside the reasonable control of the obligated Party. Each Party will use reasonable efforts to mitigate the effect of a force majeure event.