

## HYPERGENE PLANNING AI SERVICE TERMS

### 1. INTRODUCTION AND SCOPE

- 1.1 These Hypergene Planning AI Service Terms (“**Hypergene Planning AI Service Terms**”) sets forth the special terms and conditions for the Supplier’s supply of Hypergene Planning AI. These Hypergene Planning AI Service Terms supplement the General Business Terms, and together with the other Terms they constitute an integrated part of the Agreement. The Terms shall apply in full also for Hypergene Planning AI except as specifically amended or supplemented in these CFO Platform Terms.
- 1.2 Any deviations, clarification, or supplement to these Hypergene Planning AI Service Terms shall be agreed in the Order Form in order to be valid. In case of any conflicting terms between the Terms, these Hypergene Planning AI Service Terms shall take precedence over the General Business Terms and other Service Terms.
- 1.3 These Hypergene Planning AI Service Terms, as valid from time to time, are made available at <http://www.hypergene.com/terms>.

### 2. SUPPLY AND USE

- 2.1 Hypergene Planning AI is an optional supplementary functionality which is intended to support the Hypergene User in its use of the Hypergene Planning platform. The functionality of the Hypergene Planning AI, at any given time, is specified in the Service Description for Hypergene Planning AI.
- 2.2 The Customer may order Hypergene Planning AI by contacting its contact person or the sales department at Hypergene. After the Supplier’s approval of the Customer’s order, the Supplier undertakes to supply the Hypergene Planning AI without undue delay, as part of Hypergene Planning, and in accordance with the Agreement and the Terms, including these Hypergene Planning AI Service Terms and the Service Description for Hypergene Planning AI. Hypergene Planning AI shall be considered delivered to the Customer when the Supplier has made Hypergene Planning AI available for the Customer’s use of the Hypergene Planning platform (the “**Start Date**”).
- 2.3 Each User’s access to data in the Hypergene Planning platform via Hypergene Planning follows each User’s authorisation rights for the Hypergene Planning platform and for each module.
- 2.4 The Customer acknowledges and agrees that (a) the Customer needs to fulfil the at each time applicable technical conditions and/or specifications set forth in the Service Description for Hypergene Planning AI, and (b) the Customer is liable for its own compliance with Applicable Law, and undertakes to comply with Applicable Law, including the EU AI Regulation, when using Hypergene Planning AI.

- 2.5 The Customer undertakes to only use Hypergene Planning AI for the intended purpose and area of use set forth in the Service Description for Hypergene Planning AI. The Customer shall not input any AI Input Data that is not relevant or needed for the intended purpose or area of use. The Customer acknowledges and agrees that Hypergene Planning AI is not designed for automatic decision making and that the Customer under no circumstances shall use Hypergene Planning AI in such way that Hypergene Planning AI would classify as a high-risk AI-system under the EU AI Regulation.
- 2.6 In the event that the Customer breaches its obligations according to Section 2.5 above, the Customer shall (a) assume all liability resulting from Hypergene Planning AI being classified as a high-risk AI-system under the EU AI Regulation, and (b) indemnify and hold the Supplier harmless in relation to all damage and cost that the Supplier may incur as a result of Hypergene Planning AI being classified as a high-risk AI-system under the EU AI Regulation.
- 2.7 Each Party undertakes, to a reasonable extent, to provide the other Party with such information that is reasonably necessary for the other Party to comply with Applicable Law when using Hypergene Planning AI, including compliance with the EU AI Regulation.
- 2.8 The Supplier may temporarily suspend or restrict a User's and/or the Customer's access to Hypergene Planning AI, in accordance with Section 2.9 of the General Business Terms, including if the Customer's use of Hypergene Planning AI violates Applicable Law, including the EU AI Regulation.

### **3. CUSTOMER AI-DATA**

- 3.1 The Customer shall be the owner of the Customer's AI Data. The Supplier receives under these Hypergene Planning AI Service Terms a limited, non-exclusive and non-transferable right to use, edit, and modify the Customer AI Data, however only to the extent necessary for fulfilling its obligations under the Agreement, including for the supply of Hypergene Planning AI. For the avoidance of doubt, the Supplier is entitled to sublicense the Customer's AI Data on corresponding terms to any sub-contractor used by the Supplier for the supply of Hypergene Planning AI.
- 3.2 The Customer acknowledges and agrees that (a) the use of Hypergene Planning AI can result in incorrect AI Output Data that wrongfully reflects the AI Input Data, (b) the Customer is solely liable for evaluating all AI Output Data, (c) the Customer shall not rely on the functionality of Hypergene Planning AI for professional advice, including financial advice, and (d) the AI Output Data is not necessarily unique or exclusive to the Customer, and Hypergene Planning AI can generate the same or similar output data or result for other customers.

### **4. FEES AND DURATION**

- 4.1 The Customer shall pay the Supplier the fees set forth in the applicable Order Form for the Customer's use of Hypergene Planning AI. The basic fee will be invoiced in advance, while the actual consumption-based fee will be invoiced in arrears based on the actual consumption.

4.2 In addition, the terms concerning invoicing and payment set forth elsewhere in the Agreement shall apply.

4.3 The duration of Hypergene Planning AI shall be the same as the duration of Hypergene Planning.

## **5. PROCESSING OF PERSONAL DATA AND INFORMATION SECURITY**

5.1 The Data Processing Terms shall also apply to the processing of Customer Personal Data, which is stored and processed by Hypergene Planning AI.

5.2 The Instructions to the Data Processing Terms are hereby supplemented with the attached Instructions to Hypergene Planning AI, see **Schedule A**.

5.3 The Supplier undertakes to manage the Customer's AI Data separately from other customers' data and ensure that the Customer's AI Data is not used to train AI models included in Hypergene Planning AI. Further, the Supplier undertakes to ensure that the Customer's AI Data only is used during ongoing sessions and thereby not saved by any third-parties supplying AI models included in Hypergene Planning AI.

## **6. LIMITATIONS OF LIABILITY**

6.1 Hypergene Planning AI is supplied "as-is" and without implied or expressed warranties, including but not limited to warranties in regard to accuracy, completeness, suitability to certain areas of use, non-infringement or compliance with applicable law. The Supplier expressly disclaims all liability for defects and damage caused by the Customer's use of Hypergene Planning AI.

6.2 The Customer acknowledges and agrees that Hypergene Planning AI may contain bugs, defects, deficiencies or limitations, and may generate AI Output Data, that is incomplete, incorrect or misleading. All AI Output Data is preliminary and non-binding and needs to be reviewed, validated and approved by the Customer before decisions are made or measures are taken. The Customer's use of Hypergene Planning AI does not replace a human review, professional judgement or common sense.

## **7. THIRD-PARTY SOFTWARE**

7.1 The Customer acknowledges and agrees that Hypergene Planning AI, from time to time, may contain AI-models and other software provided by a third-party ("**Third-Party Software**"). Any Third-Party Software is listed in the Service Description for Hypergene Planning AI. The Supplier reserves the right, at any time, to replace or in any other way change Third-Party Software by changing the Service Description for Hypergene Planning AI. Further, the Customer acknowledges and agrees that the Supplier may need to supplement these Hypergene Planning AI Service Terms with further terms or instructions based on demands from the third-party that provides Third-Party Software. Any such amendments shall be made in accordance with Section 8 (Amendments) below.

7.2 The Supplier is not liable for the Third-Party Software’s availability or compliance with Applicable Law or for any defects arising due to such Third-Party Software.

## 8. CHANGES

8.1 The Customer acknowledges and agrees that the Supplier continuously develops Hypergene Planning AI. Regardless of what otherwise follows from the Agreement, the Supplier reserves the right to continuously change Hypergene Planning AI and these Hypergene Planning AI Service Terms.

8.2 The Supplier shall notify the Customer in writing about material changes to these Hypergene Planning AI Service Terms at least three (3) months before the changes take effect. In the event that the changes to these Hypergene Planning AI Service Terms would introduce new and materially burdensome obligations for the Customer, the Customer has the right to terminate Hypergene Planning AI and these Hypergene Planning AI Service Terms prematurely, before the notified change take effect.

## 9. DEFINITIONS

In these Hypergene Planning AI Service Terms, the following defined words and phrases shall have the meanings set out below.

“ <b>AI Input Data</b> ”	means Customer data, information and written questions, which is put in Hypergene Planning AI.
“ <b>AI Output Data</b> ”	means output-data that is generated by Hypergene Planning AI as a result of AI Input Data.
“ <b>Customer AI Data</b> ”	means AI Input Data and AI Output Data.
“ <b>EU AI Regulation</b> ”	means REGULATION (EU) 2024/1689 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828 (the Artificial Intelligence Act)
“ <b>Hypergene Planning</b> ”	means the Supplier’s service that may include support for both financial planning and follow-up for strategic planning and operational reports.
“ <b>Hypergene Planning AI</b> ”	means the Supplier’s optional supplementary functionality for Hypergene Planning that enables functionality based on artificial intelligence on the Hypergene-platform.

**APPENDIX A: DATA PROCESSING TERMS**  
**- INSTRUCTIONS (HYPERGENE PLANNING AI)**

This Schedule sets out additional Instructions applying to Hypergene Planning AI, that are general for all customers of the Supplier, and any specific additional instructions, or deviations from these additional instructions for Hypergene Planning AI, as instructed by the Controller, shall be set out in the Order Form.

<p><b>Nature and purpose of the processing of personal data</b></p>	<p>The processing of Personal Data is made for the purpose of supplying Hypergene Planning AI, which include the measures set forth in the Agreement, and typically includes the following measures:</p> <ul style="list-style-type: none"> <li>• Processing in the Sub-Processor’s data center for the purpose of compiling text content</li> </ul>
<p><b>Categories of Personal Data</b></p>	<p>The Controller decides itself, when using Hypergene Planning AI, what types of Personal Data shall be processed therein. The types of categories of Personal Data that may be included in the processing are such personal data that a User includes in the text content compiled by the service and processed in the Sub-Processor’s data center. Examples of such personal data could be name, e-mail address, and title (e.g. a colleague within the Customer’s organisation).</p>
<p><b>Special categories of Personal Data (also referred to as sensitive personal data, art 9 GDPR)</b></p>	<p>As set forth above, the Controller decides itself when using the Hypergene Planning AI, what categories of Personal Data shall be stored and otherwise processed therein, including any sensitive personal data.</p> <p>Any processing of sensitive Personal Data hereunder, shall be specifically set out in the Order Form.</p> <p>For the avoidance of doubt, the Controller is always liable for ensuring (whether the Personal Data shall be classified as sensitive or not), that the Controller has the full legal right to process them and to request the processor to process them in accordance with the Agreement.</p>
<p><b>Categories of Data Subjects</b></p>	<p>As set forth above, the Controller decides itself, when using the Hypergene Planning AI, what</p>

	<p>Personal Data shall be stored and otherwise processed therein, including what categories of Personal Data and Data Subjects.</p> <p>Categories of Data Subjects typically included:</p> <ul style="list-style-type: none"> <li>• Employees</li> <li>• Suppliers</li> <li>• Customers</li> </ul>
<b>Location of processing of personal data</b>	<p>The personal data shall be processed by the Processor (and its Sub-Processor(s)) within the European Economic Area (i.e. the European Union and the EFTA member states). Processing of Personal Data in a Third Country may only take place in accordance with Sections 6.1 and 6.2 of the Data processing Terms.</p> <p>Hypergene Planning AI is hosted in a Microsoft Azure environment, in data centers located in the EU and operated by a third party, the Sub-Processor Microsoft. Other Sub-Processors are located in the countries set out below under Approved Sub-Processors or as communicated for new Sub-Processors in accordance with Sections 5.1 and 5.2 of the Data Processing Terms.</p>
<b>Duration of processing of Personal Data</b>	<p>Any Personal Data that may occur in the text content, will not be stored but will only be processed in real time.</p>
<b>Approved Sub-Processors</b>	<p>In addition to the Approved Sub-Processors set forth in the Instructions to the Data Processing Terms, the following additional Sub-Processors will be used for Hypergene Planning AI, and shall be deemed to be Approved Sub-Processors:</p> <ol style="list-style-type: none"> <li>1. Microsoft ((i) who supplies the AI-model which is used by Hypergene Planning AI and (ii) hosts Hypergene Planning AI in a Microsoft Azure environment, in data centers within the EU).</li> </ol>