Medezide® – Subscription & Service Terms (B2B), Version 1.0 of 25.04.2026
Contents

1. The Medezide® Website 2
2. Website User Undertakings & Commitments - Professional Use Only 3
3. Subscription and professional services 3
4. Licence grant and permitted use 4
5. Copyright and licence to Medezide® content 4
6. Medezide® accounts 5
7. Groups and Community Features 5
8. General use of the Website – permissions and restrictions 6
9. User Content 7
10. Data protection 7
11. Additional terms and service-specific conditions 8
12. Removal of User Content and suspension 8
13. Notice and takedown for alleged copyright infringement 8
14. Access and Account Termination 9
15. Disclaimer and limitation of liability 9
16. Governing law and disputes 11
17. Indemnity 11
18. Assignment 11
19. Revisions 11
Annex 1: InterMark Privacy Policy / Clause 10.2 of Medezide®'s Subscription & Service Terms Version 1.0. 13
1. Introduction 13
2. Data controller and contact details 13
3. Categories of personal data, purposes and legal bases 13
3.1 User account administration and provision of services 13
3.2 Billing and financial administration 13
3.3 Security and abuse prevention 14
3.4 Product development and service improvement 14
3.5 Marketing and communication. We may process: 14
4. Processing as data processor on behalf of Subscribers 15
5. Recipients and disclosure of personal data 15
6. International transfers 15

7. Retention periods 16
8. Your rights as a data subject 16
9. Obligation to provide personal data 17
10. Automated decision-making 17
11. Changes to this Privacy Policy 17
Annex 2: InterMark Data Processing Agreement (DPA) / Clause 10.3 of Medezide®'s Subscription & Service Terms Version 1.0. 18
1. Parties and roles 18
2. Subject-matter, duration, nature and purpose; categories of data and data subjects 18
3. Instructions and compliance 18
4. Confidentiality 18
5. Security of processing 18
6. Sub-processors 19
7. Assistance to the Controller 19
8. Personal data breaches 19
9. Deletion or return of personal data 19
10. Audits and information 20
11. Miscellaneous 20

1. The Medezide® Website

1.1 The Medezide® Website (the "Medezide® Website" or the "Website"), including without limitation the text, software, scripts, graphics, photos, sounds, videos, templates, models and other content and the trademarks, service marks and logos contained therein ("Medezide® Content" and "Marks"), are owned by or licensed to Holländer Healthcare ApS, CVR No. DK 2653 9536, ("InterMark"), Strandvejen 19, DK-4600 Køge, Denmark, and are protected by Danish copyright law and other applicable intellectual property laws. This Website is under continuous development and may be updated, modified or discontinued at any time. Discontinuation may take place to the end of a subscription period or against reimbursement of a pro rata subscription fee.
1.2 The Medezide® Website includes the family of Medezide® web pages, features and services available on the medezide.com root domain (and any successor or related domains) that are branded as Medezide®.
1.3 References in these Subscription & Service Terms (the "Terms") to "InterMark", "Medezide®", "the Medezide® Website" or "the Website" shall be construed accordingly and may be used interchangeably where the context permits.
1.4 Data relating to Subscriber's use of the Website will generally be stored and processed within the European Economic Area. If Subscriber access the Website from outside the European Union/EEA, Subscriber's use of the Website may involve the transfer of data to the EU/EEA. Such transfers will take place in accordance with applicable data protection laws and as further described in InterMark's Privacy Policy, see clause 9.2 below.

2. Website User Undertakings & Commitments - Professional Use Only

2.1 Parts of the Medezide® Content is available for free to any natural and legal person creating a Website account without taking out a Subscription ("Registered User(s)"), whereas other parts of the Medezide® Content may be accessed subject to the user taking out a paid Subscription as per clauses 2.2 and 3.1 below.
2.2 Access to certain features or modules of the Services (including, without limitation, specific business development programs, matchmaking services and premium content) require a paid subscription ("Subscription"). The applicable Subscription plan, fees, billing period and any additional commercial terms will be set out in an order form, online sign-up flow or separate agreement between Subscriber and InterMark.
2.3 By accessing and/or using this Medezide® Website and such of its content, which as per clause 2.2 above is reserved for Subscribers, you, including any successor officer or designate, (hereinafter referred to as "You") represent and warrant that: (a) You in your capacity as a natural person have full legal capacity and are authorised to represent and for the purpose of accessing this website do represent a legal entity, e.g. without limitation a corporation (a business registered as a legal entity), Government Bodies (e.g. agencies or departments), Non-Profit Organisations (e.g. Charities or Foundations), or Partnerships or Trusts (hereinafter the "Subscriber" as represented by You), (b) Subscriber is hereby taking out a subscription from InterMark, (c) Subscriber, by Subscriber accessing and using this Medezide® Website and/or its content, agrees for these Terms to apply to the subscription taken out and to Medezide®'s services and facilities rendered to Subscriber through the access made available to Subscriber by means of the subscription, (d) Subscriber, through Subscriber's acceptance of and consent to these Terms acknowledges to be bound thereby, and (e) that Subscriber is not a consumer or acting in a consumer capacity.
2.4 If You do not meet the above requirements, You must only access and/or use the Website in a capacity as Registered User.

3. Subscription and professional services

3.1 Subscription fees are payable in advance for each billing period (e.g. monthly, calendar quarterly or annually) and are non-refundable, except where expressly stated otherwise in these Terms or in the applicable order form or agreement.
3.2 Subscriber's Subscription will, unless otherwise agreed, automatically renew at the end of each billing period for a further billing period of the same length at the then-current fees, unless Subscriber or InterMark terminates the Subscription in accordance with clause 3.3 or 14.
3.3 Subscriber's Subscription may be terminated with effect from the end of the then current billing period by providing written notice to the other party at least thirty (30) days before the end of that billing period, unless a different notice period is specified in the applicable order form or separate agreement.
3.4 InterMark may change the fees for any Subscription with effect from the beginning of a new billing period by giving Subscriber at least thirty (30) days' prior notice and/or by adjusting the fees as published at the Website. If Subscriber does not agree to the fee change, Subscriber may terminate Subscriber's Subscription with effect from the end of the then current billing period by providing written notice to InterMark before the fee change takes effect.
3.5 If Subscriber fails to pay any fees when due and such failure continues for more than fourteen (14) days after InterMark has notified Subscriber thereof, InterMark may, without prejudice to any other rights and remedies, suspend or restrict Subscriber's access to the Subscription-based features of the Services until all outstanding amounts have been paid in full.
3.6 Consultancy Services, Letter of Engagement: Separate from the Medezide® Content and Website Subscription, Subscribers and Registered Users of the Website may acquire consultancy services from InterMark. Such services shall be rendered under separate agreement between the Subscriber or Registered User on the one side and InterMark on the other side, and will be rendered by InterMark as per InterMark's

Letter of Engagement (the "LoE") available from www.intermark.dk, which terms shall prevail over these Terms, including any Additional Terms applicable as per clause 11 below, in case of conflict.
3.7 All fees are exclusive of VAT and any other applicable taxes, which shall be added to the invoice at the appropriate rate and paid by Subscriber or registered user, unless otherwise stated in the applicable order form or separate agreement.

4. Licence grant and permitted use

4.1 Subject to Subscriber's timely payment of all applicable fees and Subscriber's continued compliance with these Terms, InterMark hereby grants to Subscriber a limited, non-exclusive, non-transferable and non-sublicensable licence to access and use the Medezide® online platform, including the business development programs made available via the Website (the "Services"), solely for the internal business purposes of Subscriber's organisation and/or for the provision by Subscriber of advisory services to Subscriber's own clients.

4.2 Except as expressly permitted under clauses 4.1, 5.2 or by mandatory law, Subscriber shall not, and shall not permit any third party to: (a) copy, modify, adapt or create derivative works of the Services or any software, templates, models or other content provided by InterMark ("Medezide® Content"); (b) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of any software used to provide the Services, except to the extent permitted by applicable law and then only after having given InterMark prior written notice; (c) use the Services to develop or offer a competing product or service; (d) remove, alter or obscure any copyright, trademark or other proprietary notices on or in the Services or Medezide® Content; or (e) provide access to the Services to any third party other than as per clause 5.1 (b) below.

4.3 All rights not expressly granted to Subscriber in these Terms are reserved by InterMark and its licensors.

5. Copyright and licence to Medezide® content

5.1 The materials on the Medezide® Website, including without limitation text, software, scripts, graphics, photos, sounds, videos, templates, models, tools and other content, as well as the trademarks, service marks and logos contained therein ("Medezide® Content" and "Marks"), are owned by or licensed to InterMark and are protected by copyright law and other applicable intellectual property laws.
5.2 Subject to Subscriber's continued compliance with these Terms and payment of all applicable fees, InterMark grants Subscriber a limited, non-exclusive, non-transferable and non-sublicensable licence to access and use the Medezide® Website and Medezide® Content solely for: (a) the internal business purposes of Subscriber's organisation; and/or (b) the provision of advisory services by Subscriber to Subscriber's own clients, in each case in accordance with any applicable service description or order form.
5.3 Except as expressly permitted in clause 2.2 or by mandatory law, Subscriber shall not, and shall not permit any third party to: (a) copy, modify, adapt or create derivative works of the Medezide® Website or any Medezide® Content; (b) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of any software used to provide the Medezide® Website, except to the extent permitted by applicable law and then only after having given InterMark prior written notice; (c) use the Medezide® Website or Medezide® Content to develop or offer a competing product or service; (d) remove, alter or obscure any copyright, trademark or other proprietary notices on or in the Medezide® Website or Medezide® Content; or (e) reproduce, distribute, transmit, display, publish or broadcast Medezide® Content in any form or by any means other than as expressly authorised in these Terms.
5.4 Subscriber may not alter or remove any trademark, copyright or other notice from copies of any Medezide® Content. All rights not expressly granted to Subscriber in these Terms are reserved by InterMark and its licensors.

6. Medezide® accounts

6.1 In order to access certain features of the Website or the Services, Subscriber will be required to register and create an account. Different services or functionalities may require separate accounts.
6.2 When creating an account, Subscriber must provide accurate, current and complete information, and Subscriber must keep such information up to date at all times.
6.3 Subscriber is responsible for all activities that occur under Subscriber's account(s), whether carried out by Subscriber, Subscriber's employees, contractors or other persons acting on Subscriber's behalf, including without limitation You. Subscriber must keep Subscriber's password(s) confidential and take reasonable steps to prevent unauthorised access to Subscriber's account(s).
6.4 Subscriber may not use another person's account without that person's express permission and InterMark's authorisation. Subscriber agrees to notify InterMark promptly if Subscriber become aware of any unauthorised use of Subscriber's account or any other breach of security relating to the Website.
6.5 Subscriber is responsible for ensuring that only authorised users within Subscriber's organisation access and use the Website and the Services under Subscriber's account and that such users comply with these Terms and any LoE, which as per clause 3.6 above may have been entered between Subscriber or a registered user, and InterMark.

7. Groups and Community Features

7.1 Types of Groups. The Website may offer different types of groups or community features, each with distinct access and visibility settings: (a) Public Groups – Open to all Registered Users (i.e., individuals who have created an account on the Website without taking out a Subscription), where content is visible to all Registered Users of the Website, regardless of group membership; (b) Restricted Groups – Require approval from a group administrator designated as per clause 7.2 below, to join, but content is visible to all Registered Users of the Website, regardless of group membership; (c) Private Groups – Require approval from a group administrator to join, and content is visible only to members of that group; (d) To join a Restricted or a Private Group, a Registered User may be required to provide certain information to the group administrator, such as their name, professional role, or Subscriber affiliation.
7.2 Group Administrators. Each group may have one or more group administrators, who are responsible for managing the group and its members. Administrators may be: (a) Designated by a Subscriber (e.g., an employee or representative of a Subscriber); or (b) Registered users themselves, granted administrative privileges by the Website or by a Subscriber.
7.3 Administrator Roles and Responsibilities. Group administrators are granted the following rights and responsibilities: (a) Member Management: Add, remove, or modify roles for group members (e.g., editors, authors, readers); (b) Content Management: Create, edit, approve, and delete content (e.g., articles, posts, media) within the group's scope; (c) Moderation: Approve or reject content submitted by other group members or users before publication; (d) Group Settings: Customise group settings, including visibility, access levels, and notifications; (e) Enforcement of Rules: Ensure compliance with the Website's terms of use and group-specific guidelines, including the right to remove content or members that violate these rules; (f) Delegation of Roles: Assign specific roles or permissions to other group members, as needed for the group's operation.
7.4 Administrator and Subscriber Relationship: (a) Administrators may be designated by a Subscriber or may be Registered Users themselves, depending on the group type and the Website's policies; (b) The Subscriber or administrator is responsible for registering users to join the group, unless otherwise specified by the Website; (c) The Website reserves the right to oversee the registration process and administrator designations to ensure compliance with these terms and applicable laws.
7.5 Subscriber is responsible for ensuring that any information, including personal data, that Subscriber shares within a group is shared in compliance with applicable laws and with any confidentiality obligations Subscriber may have towards Subscriber's clients, employer or other third parties.

7.6 A group, or Subscriber's membership in a group, may be discontinued at any time at the discretion of the group administrator or InterMark. InterMark may, but is not obliged to, monitor or moderate group activity.
7.7 Liability: InterMark does not assume any liability for any content provided by Subscribers, administrators, and/or registered users. The responsibility for the accuracy, legality, and appropriateness of all content rests solely with the user who created, posted, or shared it.

8. General use of the Website – permissions and restrictions

8.1 Subscriber agrees that Subscriber will not systematically retrieve data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory without the prior written consent of InterMark. Subscriber also agrees not to use the Website for any use or purpose not permitted within these Terms without the prior written authorisation of InterMark. Prohibited uses include, without limitation, any of the following actions taken without the express approval of InterMark: (a) sale of access to the Website; (b) use of the Website or its related services for the primary purpose of gaining advertising or subscription revenue; (c) the sale of advertising on the Website; (d) the sale of advertising on any third-party website targeted to the content of specific User Content or Medezide® Content; and (e) use of the Website, the Services or any Medezide® Content to systematically copy, extract, reproduce or re-use substantial parts of Medezide® Content, or to develop, train, commercialise or make available any online platform, software or service that competes with Medezide®, where such use involves unauthorised reproduction, adaptation or re-use of Medezide® Content, software or confidential information of InterMark, or otherwise infringes InterMark's intellectual property rights. For the avoidance of doubt, nothing in this clause 8.1 (e) prevents Subscriber from independently developing or offering products or services that compete with Medezide®, provided that Subscriber does not use Medezide® Content, software or confidential information in breach of these Terms or applicable intellectual property laws. Advertising on the Website and sale of advertising on any third-party website targeted to the content of specific User may take place subject to separate agreement between the Subscriber and InterMark.
8.2 Subscriber agrees not to use or launch any automated system, including without limitation "robots", "spiders" or "offline readers", that accesses the Website in a manner that sends more request messages to the Medezide® servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser, unless Subscriber has entered into a written agreement with InterMark permitting such actions. Notwithstanding the foregoing, InterMark grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for the creation of publicly available searchable indices of the materials, but not for the creation of caches or archives of such materials. InterMark reserves the right to revoke these exceptions either generally or in specific cases.
8.3 For the avoidance of doubt, and without limiting any other restriction in these Terms, Subscriber shall not, and shall not permit any third party to, use any automated means (including, without limitation, robots, spiders, crawlers or similar tools) to access, extract, copy or analyse Medezide® Content or any part of the Website for the purposes of text- and data-mining, machine learning, training of artificial intelligence models or other large-scale analytical or profiling activities, except to the extent expressly permitted in a separate written agreement with InterMark or required by mandatory law. InterMark expressly reserves all rights to Medezide® Content for such purposes in accordance with applicable copyright laws, including § 11b of the Danish Copyright Act and any equivalent provisions under applicable law.
8.4 Subscriber agrees not to collect or harvest any personally identifiable information, including account names and e-mail addresses, from the Website, or to use the communication systems provided by the Website for any unsolicited or unauthorised commercial solicitation purposes.
8.5 In order for InterMark to provide reliable, continuous and timely access to the Website for all users, InterMark may require that Subscriber configure any offline browser or similar tools to request no more

than one page per minute. Non-compliance with this rule may result in Subscriber's access to the Website being blocked until the issue has been resolved to InterMark's reasonable satisfaction.

9. User Content

9.1 Where the Website allows, Subscriber and Subscriber's authorised users may upload, submit or otherwise make available text, images, documents, data and other materials ("User Content").
9.2 Subscriber retains any intellectual property rights Subscriber may hold in Subscriber's User Content. InterMark does not claim ownership of Subscriber's User Content.
9.3 By uploading or submitting User Content in areas of the Website that are designated as public or shared (such as community forums or public groups), Subscriber: (a) acknowledge that such User Content may be visible to and accessible by other users of the Website; and (b) grant InterMark a worldwide, non-exclusive, royalty free, transferable and sublicensable licence to host, store, display, reproduce and distribute such User Content as reasonably necessary to operate, maintain, improve and promote the Website and related services, including making such User Content available to other users of the relevant public or shared area.
9.4 By uploading or submitting User Content in private workspaces, private groups or other non-public areas of the Website, Subscriber grant InterMark a worldwide, non-exclusive and royalty free licence to host, store, transmit, back up and otherwise process such User Content solely for the purpose of: (a) providing the Website and the related services to Subscriber; (b) ensuring security, availability and integrity of the Website; (c) providing support and maintenance; and (d) generating aggregated and anonymised statistics about the use of the Website.
9.5 Subscriber may grant other users of the Website a non-exclusive licence to access and use Subscriber's User Content in public or shared areas of the Website only to the extent such access and use is enabled by the functionality of the Website and in accordance with these Terms.
9.6 Subscriber is solely responsible for Subscriber's User Content. Subscriber represents and warrants that: (a) Subscriber has all rights, consents and permissions necessary to upload and use the User Content and to grant the licences set out in this clause 9; (b) Subscriber's User Content does not infringe any third party's intellectual property rights, privacy rights or other rights; and (c) Subscriber's User Content complies with applicable laws and with any acceptable use guidelines notified by InterMark from time to time.
9.7 Subscriber must not submit User Content that: (a) contains any material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless Subscriber is the owner of such rights or have permission from their rightful owner to submit the material and to grant the licences set out in this clause 9; (b) is offensive, derogatory, obscene, discriminatory, defamatory, or otherwise unlawful; or (c) is contrary to any applicable local, national or international laws or regulations.
9.8 InterMark may, in its reasonable discretion, remove or disable access to any User Content, in whole or in part, that it believes infringes third party rights or is unlawful, offensive or otherwise inconsistent with these Terms, or that InterMark otherwise considers inappropriate in the context of the Website.

10. Data protection

10.1 InterMark and Subscriber shall each comply with all applicable data protection laws, including the EU General Data Protection Regulation (Regulation (EU) 2016/679) and the Danish Data Protection Act, in connection with the processing of personal data under or in relation to the Services.
10.2 InterMark acts as an independent data controller in relation to personal data InterMark processes about Subscriber's authorised users for account administration, billing, security, product development and marketing, as described in InterMark's Privacy Policy attached hereto as Annex 1.
10.3 To the extent that Subscriber upload or otherwise make available personal data relating to Subscriber's own clients or other third parties as part of Subscriber's use of the Services, Subscriber will generally act as data controller in respect of such data, and InterMark will act as Subscriber's data processor. In such case, the parties shall enter into and comply with the separate Data Processing Agreement drafted in accordance

with Article 28 of the GDPR and attached hereto as Annex 2, which shall form an integral part of these Terms.
10.4 InterMark will implement appropriate and proportional technical and organisational measures to ensure a level of security appropriate to the risk, as required by Article 32 of the GDPR, including measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed via the Services.
10.5 InterMark may process personal data in the European Economic Area ("EEA"). Any transfer of personal data to recipients located outside the EEA will only take place in compliance with Chapter V of the GDPR, including on the basis of an adequacy decision or the use of standard contractual clauses or other appropriate safeguards.
10.6 By using areas of the Services that are designated as public or shared, Subscriber acknowledge that any personal data included in User Content Subscriber choose to publish in such areas may be visible to other users. Subscriber must ensure that Subscriber has an appropriate legal basis for including personal data in such User Content and that Subscriber does not disclose personal data about third parties in violation of applicable data protection laws.

11. Additional terms and service-specific conditions

11.1 Certain features, services or modules offered via the Website (including, without limitation, specific business development programs, forums or integrations) may, if provided by a third party, be subject to additional terms and conditions, service descriptions and/or rules of conduct ("Additional Terms").
11.2 Any applicable Additional Terms will be made available to Subscriber in connection with the relevant feature, service or module (for example in an order form, online sign-up flow or separate agreement). Subscriber must agree to and comply with such Additional Terms in order to register for and/or use the relevant feature, service or module.
11.3 In the event of any conflict or inconsistency between these Terms and any applicable Additional Terms, the Additional Terms shall prevail in relation to the relevant feature, service or module, unless expressly stated otherwise.
11.4 For advisory services positively provided by InterMark under separate agreement, InterMark's LoE shall apply and shall prevail over these Terms, including any Additional Terms, in case of conflict.

12. Removal of User Content and suspension

12.1 Without prejudice to clause 9.8, InterMark may, in its reasonable discretion, remove or disable access to any User Content, in whole or in part, or temporarily suspend or restrict Subscriber's access to the Website or the Services, if InterMark believes that: (a) Subscriber's User Content infringes third-party rights or is unlawful, offensive or otherwise inconsistent with these Terms; or (b) Subscriber's use of the Website or the Services poses a security risk, may adversely impact the Website or other users, or may subject InterMark to liability.
12.2 Unless prohibited by law or where immediate action is required to prevent harm, InterMark will use reasonable efforts to notify Subscriber before removing or disabling access to Subscriber's User Content or suspending Subscriber's access and will provide Subscriber with information about the reasons for such action.
12.3 InterMark shall not be liable for any loss or damage arising out of any removal, disabling of access or suspension carried out in good faith under this clause 12.

13. Notice and takedown for alleged copyright infringement

13.1 InterMark respects the intellectual property rights of others and expects users of the Website to do the same. If Subscriber believes that any User Content or other material on the Website infringes Subscriber's copyright or other intellectual property rights, Subscriber may submit a written notice to InterMark containing the following information:

- Subscriber's physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that Subscriber has a good faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content;
- Subscriber's name, address, telephone number, and e-mail address, a statement that Subscriber consents to the jurisdiction of the Danish Maritime and Commercial High Court in Copenhagen, Denmark; and,
- a statement that Subscriber will accept service of process from the person who provided notification of the alleged infringement.

13.2 Upon receipt of a notice that complies with clause 13.1, InterMark will review the notice and may, in its reasonable discretion, remove or disable access to the allegedly infringing material, without prejudice to any other rights or remedies it may have. InterMark may contact the user who submitted the material in order to seek comments or clarifications.
13.3 This clause 13 does not limit any rights or remedies that InterMark or any third party may have under applicable law in relation to alleged infringements of intellectual property rights.

14. Access and Account Termination

14.1 InterMark may terminate or suspend Subscriber's access to the Website or close Subscriber's account, in whole or in part, if: (a) Subscriber materially breach these Terms and, where the breach is capable of remedy, fail to remedy such breach within a reasonable period after having been notified thereof; or (b) InterMark is required to do so by law, court order or a competent authority.
14.2 InterMark may also terminate or suspend Subscriber's access to free or trial features of the Website at any time and for any reason, including where InterMark decides to discontinue or materially change the Website or the relevant feature.
14.3 Upon termination of Subscriber's access or account: (a) Subscriber's right to access and use the Website and the Services will cease; and (b) InterMark may delete or anonymise Subscriber's User Content in accordance with its data retention policies and applicable law.
14.4 Termination of Subscriber's access to the Website under this clause 14 shall be without prejudice to any rights or remedies which have accrued to either party as at the date of termination and to any provisions of these Terms that are expressed or implied to survive termination, including clauses relating to intellectual property, confidentiality, limitation of liability and indemnity.

15. Disclaimer and limitation of liability

15.1 The Website, the Services and all Medezide® Content are provided "as is" and "as available". To the fullest extent permitted by law, InterMark disclaims all warranties, representations and conditions of any kind, whether express, implied or statutory, including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, quiet enjoyment and accuracy.
15.2 InterMark does not warrant that the Website or the Services will be uninterrupted or error-free, or that they will meet Subscriber's specific requirements. Subscriber acknowledges that complex software and internet services are never wholly free from defects, errors and security vulnerabilities and that InterMark gives no warranty in this regard.
15.3 Nothing in these Terms shall operate to exclude or limit: (a) either party's liability for death or personal injury caused by its negligence; (b) either party's liability for fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited under mandatory applicable law.
15.4 Subject to clause 15.3, InterMark shall not be liable to Subscriber for any loss of profits, loss of revenue, loss of anticipated savings, loss or corruption of data, loss of goodwill, or for any indirect or

consequential loss or damage, in each case arising out of or in connection with the Website, the Services, these Terms or any breach thereof, whether in contract, tort (including negligence) or otherwise.
15.5 Subject to clauses 15.3 and 15.4, InterMark's aggregate liability arising out of or in connection with the Website, the Services and these Terms, whether in contract, tort (including negligence) or otherwise, shall in no event exceed an amount equal to the fees actually paid by Subscriber to InterMark for the Services during the twelve (12) months immediately preceding the event giving rise to the claim.
15.6 Subscriber remains responsible for verifying that the outputs, recommendations and results generated by the Website and the Services are suitable for Subscriber's specific use cases and for the advice Subscriber provides to Subscriber's own clients. InterMark shall have no liability for any decisions made by Subscriber or Subscriber's clients based on the use of the Website, the Services or any Medezide® Content.
15.7 The Website includes curated news, articles, data and other content sourced from third-party websites, publications and databases ("Third-Party News Content"). Such Third-Party News Content is provided solely for general information purposes. InterMark does not create, verify, update or endorse the underlying Third-Party News Content and does not assume any responsibility or liability for its accuracy, completeness, timeliness, legality or fitness for any particular purpose. Subscriber's reliance on any Third-Party News Content is entirely at Subscriber's own risk. InterMark's responsibility is limited to providing appropriate source attribution and, where available, information about the original author and/or publisher.
15.8 InterMark does not provide, and does not assume any responsibility or liability for, any advisory rendered by InterMark to the Subscriber through the Website, except where such advisory services are expressly agreed in an LoE entered by the Subscriber or registered user, and InterMark
15.9 The Website may provide tools and features for identifying or facilitating contact between users of the Website and third-party providers of products or services, including, without limitation, consultants, laboratories, contract research/development/manufacturing, etc. organisations, development partners and potential investors ("Third-Party Providers"). Unless expressly stated otherwise in a separate written agreement, InterMark does not act as an agent, representative or advisor of any Third-Party Provider and does not endorse, guarantee or assume any responsibility or liability for any interaction, negotiation, agreement or transaction between Subscriber and any Third-Party Provider. Any such interaction, negotiation, agreement or transaction is solely between Subscriber and the relevant Third-Party Provider.
15.10 The Website may display or otherwise make available advertisements, offers, campaigns or other promotional content from third parties ("Third-Party Promotions"). Such Third-Party Promotions are provided by the relevant third party, and InterMark does not endorse, guarantee or assume any responsibility or liability for any products, services, information or claims made in connection with any Third-Party Promotions. Subscriber's participation in any Third-Party Promotions is solely between Subscriber and the relevant third party.
15.11 Neither party shall be liable for any failure or delay in performing its obligations under these Terms (other than payment obligations) to the extent such failure or delay is caused by an event or circumstance beyond that party's reasonable control, including but not limited to war, acts of terrorism, riot, civil commotion, acts of government, strike or other labour disputes (not involving the workforce of the affected party), epidemics or pandemics, failure of utilities or telecommunications, denial-of-service attacks or other cyber-attacks, fire, flood or other natural disasters ("Force Majeure Event").
15.12 The party affected by a Force Majeure Event shall: (a) promptly notify the other party of the Force Majeure Event and its expected duration; and (b) use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable.
15.13 If a Force Majeure Event continues for a period of more than sixty (60) consecutive days and substantially prevents either party from performing a material part of its obligations under these Terms, either party may terminate Subscriber's Subscription and/or these Terms, in whole or in part, upon thirty (30) days' written notice to the other party.

16. Governing law and disputes

16.1 These Terms, including Additional Terms if applicable, the LoE and any dispute arising out of or in connection with them, the Website or the Services shall be governed by and construed in accordance with the laws of Denmark, excluding its conflict of laws rules (renvoi).
16.2 Any dispute, controversy, or claim arising out of or relating to these Terms, including contract formation, validity, performance, or termination, shall first be attempted resolved through mediation in Copenhagen, Denmark. The mediation shall be conducted in accordance with the mediation rules of the Danish Institute of Arbitration (DIA). If the dispute is not resolved through mediation within 60 days of the commencement of the mediation, the dispute shall be finally settled by arbitration in Copenhagen, Denmark, under the Expedited Procedure of DIA. The arbitration shall be conducted by one arbitrator. The language of the mediation and of any arbitration shall be English or, if agreed to by the parties, Scandinavian, i.e. Danish, Norwegian and/or Swedish. The arbitral award shall be final and binding upon the parties.
16.3 Any claims Subscriber may have against InterMark arising out of or in connection with the Website, the Services, or these Terms must be brought: i) No later than 12 months after the termination of the Subscription, and, ii) In any event, no later than within 3 years from the event triggering the claim having taken place. Failure to bring a claim within the above time limits shall result in the forfeiture of such claim.

17. Indemnity

17.1 To the extent permitted by applicable law, Subscriber shall indemnify, defend and hold harmless InterMark and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with: (a) Subscriber's use of the Website or the Services in breach of these Terms or applicable law; (b) Subscriber's User Content, including any allegation that such User Content infringes or misappropriates any intellectual property right, privacy right or other right of any third party; or (c) any breach by Subscriber of any representation, warranty or obligation under these Terms.
17.2 InterMark shall promptly notify Subscriber of any claim for which it seeks indemnification and shall provide reasonable cooperation at Subscriber's expense. Subscriber may not settle any such claim without InterMark's prior written consent, which shall not be unreasonably withheld or delayed, if the settlement imposes an obligation on InterMark or does not include a full and final release of InterMark from all liability in respect of the claim.
17.3 This indemnity obligation shall survive termination of these Terms and Subscriber's use of the Website.

18. Assignment

18.1 Subscriber may not assign, transfer or delegate these Terms, or any of Subscriber's rights or obligations hereunder, without the prior written consent of InterMark. Any attempted assignment in violation of this clause 18.1 shall be null and void.
18.2 InterMark may assign, transfer or delegate these Terms, in whole or in part, and may assign its rights and obligations hereunder, without Subscriber's consent, to: (a) any affiliate of InterMark; or (b) any third party that acquires all or substantially all of the shares or assets of InterMark or any business to which these Terms relate, whether by merger, sale of assets, sale of shares or otherwise.
18.3 Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

19. Revisions

19.1 InterMark may, from time to time, modify or revise these Terms, including any Additional Terms, any LoE and any policies referenced therein, including the privacy policy. Such modifications or revisions will enter into force on the date specified in the notice provided in accordance with clause 19.2.

19.2 InterMark will notify Subscriber of any material modifications or revisions to these Terms by (a) electronic mail to the e-mail address associated with Subscriber's account, and/or (b) posting a notice on the Website. Unless otherwise stated in the notice, modifications or revisions will take effect thirty (30) days after such notice.
19.3 If Subscriber does not wish to accept a material modification or revision to these Terms, Subscriber may terminate Subscriber's use of the Website and, if applicable, Subscriber's subscription to the Services with effect from the date on which the modification or revision would otherwise have entered into force, by providing written notice to InterMark before that date.
19.4 Subscriber's continued use of the Website and/or the Services after the effective date of any modification or revision shall be deemed to constitute Subscriber's acceptance of the modified or revised Terms.

InterMark, Koege, 25.04.2026

Annex 1: InterMark Privacy Policy / Clause 10.2 of Medezide®'s Subscription & Service Terms Version 1.0.

1. Introduction

1.1 This Privacy Policy explains how Holländer Healthcare ApS, CVR No. DK 2653 9536, ("InterMark", "**we**", "**us**" or "**our**"), Strandvejen 19, DK-4600 Køge, Denmark, processes personal data in connection with (i) authorised users of our services ("**Users**") and (ii) personal data which our customers ("**Subscribers**") upload to or otherwise make available through our services.
InterMark is an independent **data controller** for personal data about Users that we process for account administration, billing, security, product development and marketing, as further described in section 3 below.
1.2 To the extent that a Subscriber uploads or otherwise makes available personal data relating to the Subscriber's own clients or other third parties as part of its use of the services, the Subscriber will generally act as data controller and InterMark will act as its data processor. In such cases, the parties shall enter into a separate data processing agreement in accordance with Article 28 GDPR.

2. Data controller and contact details

The data controller for processing of personal data about Users as described in this Privacy Policy is:

Holländer Healthcare | InterMark ApS
CVR No. DK 2653 9536
Strandvejen 19
DK-4600 Køge
Denmark
Tel.: +45 2256 6000
E-mail: hch@medezide.com

If you have any questions about this Privacy Policy or our processing of personal data, you may contact us at the e-mail or postal address above. InterMark has not appointed a data protection officer (DPO), as InterMark primarily processes standard personal data (such as names, email addresses, and billing information) on a limited scale and in accordance with the requirements of the GDPR and as InterMark's core activities do not involve large-scale processing of special categories of personal data or systematic monitoring of data subjects.

3. Categories of personal data, purposes and legal bases

3.1 User account administration and provision of services
We process the following categories of personal data about Users in order to create, administer and maintain user accounts and to provide our services:

- Identification data (name, username, user ID)
- Contact details (business e-mail, phone number, role/title, employer/Subscriber)
- Login and usage data (login time, IP address, technical identifiers, logs relating to use of the services)

Purpose: To register and authenticate Users, administer access rights, provide the services under the agreement with the Subscriber and provide necessary service notifications.
Legal basis: The processing is necessary for the performance of our contract with the Subscriber and for our legitimate interests in managing the contractual relationship and providing and operating the services (GDPR art. 6(1)(b) and (f)).
3.2 Billing and financial administration
We process:

- Identification and contact data of Users and Subscriber contacts
- Usage data necessary to calculate fees and generate invoices
- Payment and reconciliation data relating to the Subscriber

Purpose: To issue invoices, manage payments, perform bookkeeping and comply with applicable accounting and tax legislation.
Legal basis: The processing is necessary for compliance with legal obligations (e.g. accounting rules) and for our legitimate interests in managing billing and financial administration (GDPR art. 6(1)(c) and (f)).
3.3 Security and abuse prevention
We process:

- Login data, device and technical information, IP addresses
- Logs of access and actions in the services
- Incident reports and related information

Purpose: To ensure the security, integrity, availability and confidentiality of our systems and services, including prevention, detection and handling of unauthorised access, abuse, fraud and other security incidents.
Legal basis: Our legitimate interests in ensuring an appropriate level of security for our services and protecting our rights and those of our Subscribers and Users (GDPR art. 6(1)(f)), and where relevant, compliance with legal obligations regarding information security (GDPR art. 32).
3.4 Product development and service improvement
We may process:

- Aggregated and/or pseudonymised usage data and statistics concerning how Users interact with the services
- Feedback, support requests and survey responses from Users

Purpose: To analyse performance and use of our services, improve functionality and user experience, develop new features and services, and correct errors.
Where possible, we use data in aggregated or pseudonymised form.
Legal basis: Our legitimate interests in developing and improving our products and services (GDPR art. 6(1)(f)).
3.5 Marketing and communication. We may process:

- User and Subscriber contact information (name, e-mail, role, organisation)
- Information on which services the User/Subscriber uses and interactions with our communications (e.g. email opens, clicks)

Purpose: To send information about updates, new features, events, newsletters and other marketing regarding our services, and to manage opt-in/opt-out preferences.
Legal basis: Our legitimate interests in marketing our services to business contacts (GDPR art. 6(1)(f)), and where required by applicable e-privacy and marketing rules, your prior consent. You may at any time object to or opt out of marketing communications, cf. section 8.
We do not use special categories (= Racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic-, biometric- and health data, sex life or sexual orientation or criminal convictions and offenses) of personal data (GDPR art. 9) for marketing.
3.6 Customer Relationship Management (CRM) and customer support. We process the following categories of personal data about Users and relevant contact persons at Subscribers in our customer relationship management (CRM) system (e.g. HubSpot):

- Identification and contact details (name, work e-mail, phone number, role/title, organisation)
- Information about the contractual relationship and interactions with us (e.g. enquiries, meetings, offers, contracts, support tickets and communication history)
- Information about the use of our services where relevant for customer care and account management (e.g. high-level usage indicators, participation in programs or events)

Purpose: To manage our customer and prospect relationships, including:

- registering and maintaining contact persons and organisations in InterMark's CRM;
- managing sales pipelines and pre-contractual discussions;
- planning and documenting customer meetings and follow-ups;
- providing customer service and support (including handling of enquiries, incidents and support tickets); and
- preparing internal reports and analyses for account management, forecasting and resource planning.

Legal basis: The processing is necessary for the performance of contracts and to take steps at the request of the Subscriber prior to entering into a contract (GDPR art. 6(1)(b)), and for our legitimate interests in managing and developing our business relationships with Subscribers and prospects and providing efficient customer service and support (GDPR art. 6(1)(f)).

4. Processing as data processor on behalf of Subscribers

When a Subscriber uploads or otherwise makes available personal data relating to its own clients or other third parties through the services (for example customer records, project data, documents or communication content), the Subscriber will generally act as data controller for such personal data, and InterMark will act as the Subscriber's data processor.

In such cases:

- The purposes and legal bases for processing are determined by the Subscriber in its capacity as data controller.
- InterMark processes the personal data only on documented instructions from the Subscriber and in accordance with a separate data processing agreement entered into under Article 28 GDPR, which forms an integral part of the Subscription Terms.

Subscribers are responsible for providing appropriate privacy notices to the data subjects and for ensuring that there is a valid legal basis for their processing, including any international transfers.

5. Recipients and disclosure of personal data

We may disclose personal data about Users to the following categories of recipients, to the extent necessary for the purposes described above:

- Our group companies (if any) for internal administrative purposes;
- IT and cloud service providers, hosting providers, email and communication platforms and other suppliers acting as our data processors;
- Professional advisers (lawyers, auditors, accountants); and,
- Public authorities, regulators, courts or law enforcement agencies where required by applicable law or a binding order, or where necessary to establish, exercise or defend legal claims.

We ensure that our data processors provide sufficient guarantees to implement appropriate technical and organisational measures and that processing is carried out in compliance with GDPR, including by entering into data processing agreements in accordance with Article 28 GDPR.

We do not sell personal data to third parties. We may, however, provide paid access to content and services (such as news, articles and publications) in which personal data (for example the names and professional contact details of authors, researchers or other contributors) appear as an integral part of that content. Such personal data is included and made available as part of the editorial or professional content and are processed on the basis of InterMark's legitimate interests and/or those of our Subscribers in accessing and using that content, in line with the purposes described in section 3 above.

6. International transfers

As a main rule, personal data is processed and stored within the EU/EEA. If we transfer personal data to recipients in countries outside the EU/EEA that are not subject to an adequacy decision by the European Commission under Article 45 of the GDPR, we will ensure that appropriate safeguards are in place, e.g. by

entering into the European Commission's Standard Contractual Clauses pursuant to Article 46 of the GDPR, and by implementing supplementary measures where necessary. InterMark is under no obligation to agree to any Subscriber instruction or request requiring the hosting or other processing of personal data with, or the transfer of personal data to, a specific third-country provider or in a specific third country, if InterMark, acting reasonably and in good faith, determines on the basis of a transfer impact assessment that it is not possible to ensure a level of protection for the personal data that is essentially equivalent to that guaranteed within the EU/EEA in accordance with Chapter V of the GDPR, including where (i) appropriate safeguards under Article 46 of the GDPR (such as the European Commission's Standard Contractual Clauses) together with supplementary measures cannot remedy identified risks, or (ii) the applicable laws or practices in the relevant third country provide public authorities with access to personal data to an extent that prevents InterMark from complying with its obligations under Articles 46 and 48 of the GDPR. In such cases, InterMark may refuse or suspend the implementation of the relevant instruction or request without being deemed in breach of these Terms or any applicable data processing agreement.
You may contact us for further information about any such transfers and to obtain a copy of the relevant safeguards.

7. Retention periods

We retain personal data about Users only for as long as necessary for the purposes described in Section 3 above, "Categories of personal data, purposes and legal bases", or as required by applicable law.
In general:

- Account and profile data are kept for the duration of the subscription and for 12 (twelve) months thereafter to manage any follow-up and documentation.
- Billing and accounting data are kept for the current year plus 5 (five) years comprising the mandatory retention period under Danish bookkeeping and tax legislation;
- Security logs are kept for 3 (three) months, unless longer retention is required for investigation of incidents.
- Data processed for marketing purposes is kept until you object to or opt out of such processing, or until we determine that the data is no longer accurate or relevant.

We may retain aggregated or anonymised data that does not allow identification of individuals for a longer period.

8. Your rights as a data subject

Subject to the conditions and limitations in applicable data protection law, Users have the following rights in relation to our processing of their personal data:

- Right of access – to obtain confirmation as to whether we process personal data about you and to receive a copy and certain information (GDPR art. 15).
- Right to rectification – to have inaccurate personal data corrected and incomplete data completed (GDPR art. 16).
- Right to erasure – to request deletion of certain personal data, e.g. where the data is no longer necessary for the purposes for which it was collected or where you withdraw consent, if applicable (GDPR art. 17).
- Right to restriction of processing – in certain cases (GDPR art. 18).
- Right to data portability – to receive certain personal data in a structured, commonly used and machine-readable format and to have it transmitted to another controller where technically feasible (GDPR art. 20).
- Right to object – to processing based on our legitimate interests, including profiling, and to processing for direct marketing purposes, at any time (GDPR art. 21).

If our processing is based on your consent (where applicable), you have the right to withdraw your consent at any time. The withdrawal does not affect the lawfulness of processing based on consent before its withdrawal.
To exercise your rights, please contact us using the contact details in Section 2 above, “Data Controller and Contact Details”. We may need to verify your identity before we can process your request.
You also have the right to lodge a complaint with your local supervisory authority if you believe that our processing of your personal data infringes applicable data protection law. In Denmark, the supervisory authority is Datatilsynet (www.datatilsynet.dk).

9. Obligation to provide personal data

If you are a User, certain personal data (such as your name, business contact details and login data) are necessary for us to create and administer your user account and to provide the services. If you do not provide such information, we may not be able to create your account or give you access to the services.

10. Automated decision-making

We do not use personal data about Users for decisions based solely on automated processing, including profiling, that produce legal effects concerning the User or similarly significantly affect the User (GDPR art. 22).

11. Changes to this Privacy Policy

We may update this Privacy Policy from time to time, for example if we implement new features or if legal requirements change. The current version will always be available at www.intermark.dk. We will notify Subscribers and/or Users of any material changes in an appropriate manner (e.g. via email or in-service notifications).

InterMark, Koege, 25.04.2026

Annex 2: InterMark Data Processing Agreement (DPA) / Clause 10.3 of Medezide®'s Subscription & Service Terms Version 1.0.

1. Parties and roles

1.1 This Data Processing Agreement ("DPA") forms an integral part of the Medezide® Subscription & Service Terms (the "Terms") between the Subscriber (the "Controller") and Holländer Healthcare ApS ("InterMark" or the "Processor").
1.2 When the Controller uploads or otherwise makes available personal data relating to its own clients or other third parties through the Services (as defined in the Terms), the Controller acts as data controller and InterMark acts as data processor within the meaning of Article 4(7)–(8) and Article 28 of the GDPR.

2. Subject-matter, duration, nature and purpose; categories of data and data subjects

2.1 Subject-matter and duration. The subject-matter of the processing is the personal data uploaded or otherwise made available by or on behalf of the Controller through the Services. The Processor processes such personal data for the duration of the Controller's subscription and any subsequent retention period as set out in the Terms and this DPA.
2.2 Nature and purpose. The processing consists of hosting, storage, transmission, backup and other operations necessary to provide, maintain and support the Services, including security, incident handling and generation of aggregated and anonymised statistics as described in the Terms.
2.3 Types of personal data. The processed personal data may include, as determined by the Controller: identification data, contact details, professional information, project- and case-related information and other data included in documents, records and communication content uploaded by the Controller.
2.4 Categories of data subjects. The processed personal data may relate to, as determined by the Controller: the Controller's own clients, employees, consultants, collaborators and other third parties whose data the Controller uploads or otherwise makes available through the Services.
2.5 The Controller is responsible for ensuring that the personal data and categories of data subjects processed under this DPA are described with sufficient detail in the Controller's own records of processing activities and privacy notices.

3. Instructions and compliance

3.1 The Processor shall process personal data only on documented instructions from the Controller, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by EU or Member State law to which the Processor is subject; in such case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
3.2 The Controller's initial instructions are set out in this DPA, the Terms and the Controller's configuration and normal use of the Services. The Controller may provide additional reasonable instructions, provided they are compatible with the Services and this DPA. If the Processor considers an instruction to be unlawful, the Processor shall promptly inform the Controller.

4. Confidentiality

4.1 The Processor shall ensure that persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5. Security of processing

5.1 Taking into account the state of the art, implementation costs and the nature, scope, context and purposes of processing as well as the risks for the rights and freedoms of natural persons, the Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate

to the risk, as required by Article 32 of the GDPR, including measures to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services.
5.2 A general description of the Processor's security measures is available upon request. The Controller is responsible for evaluating whether the security measures meet the Controller's own requirements and risk assessment.

6. Sub-processors

6.1 The Controller hereby gives the Processor a general written authorisation to engage sub-processors in connection with the provision of the Services, including hosting, cloud, email and IT service providers.
6.2 The Processor shall inform the Controller of any intended changes concerning the addition or replacement of sub-processors, thereby giving the Controller the opportunity to object on reasonable grounds. If the Controller objects reasonably and the parties cannot agree on a solution, the Controller may terminate the affected DPA related Services with reasonable notice.
6.3 The Processor shall ensure that any sub-processor is bound by a written agreement imposing the same data protection obligations as set out in this DPA, in particular providing sufficient guarantees to implement appropriate technical and organisational measures so that the processing will meet the requirements of the GDPR. The Processor remains fully liable to the Controller for the performance of the sub-processor's obligations.

7. Assistance to the Controller

7.1 Taking into account the nature of the processing and the information available to the Processor, the Processor shall assist the Controller, as appropriate, in ensuring compliance with the Controller's obligations under Articles 32 to 36 of the GDPR, including with regard to security, personal data breach notifications, data protection impact assessments and prior consultations with supervisory authorities.
7.2 Taking into account the nature of the processing, the Processor shall assist the Controller, by appropriate technical and organisational measures, insofar as possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights under Chapter III of the GDPR (e.g. access, rectification, erasure, restriction, data portability and objection).
7.3 The Processor may charge the Controller on a time-and-materials basis for assistance under this clause 7 to the extent such assistance goes beyond what is included in the standard Services and this DPA.

8. Personal data breaches

8.1 The Processor shall notify the Controller without undue delay after becoming aware of a personal data breach affecting personal data processed on behalf of the Controller. The notification shall contain the information required by Article 33(3) of the GDPR to the extent such information is available to the Processor at the time of notification.
8.2 The Processor shall cooperate with and assist the Controller in complying with the Controller's obligations under Articles 33 and 34 of the GDPR, taking into account the nature of the processing and the information available to the Processor.

9. Deletion or return of personal data

9.1 Upon termination or expiry of the Controller's subscription under the Terms, the Processor shall, at the choice of the Controller, delete or return to the Controller all personal data processed on behalf of the Controller, and shall delete existing copies, unless EU or Member State law requires storage of personal data.
9.2 Unless otherwise agreed, the Processor may delete or anonymise personal data 60 (sixty) days after termination of the subscription, subject to any longer retention required by applicable law or agreed for backup and audit purposes.

10. Audits and information

10.1 The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and this DPA and shall allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller, as set out in this clause.

10.2 The Controller shall give reasonable prior notice of any audit and shall ensure that audits are carried out in a manner that minimises disruption to the Processor's business and the Services. Audits may be performed no more than once per year, unless otherwise required by a competent supervisory authority.

10.3 The Processor may satisfy its audit obligations under this DPA by providing recent third-party audit reports or certifications (such as SOC 2, ISO 27001 or similar) covering the relevant processing, or by providing other appropriate documentation demonstrating effective implementation of the technical and organisational measures referred to in clause 5. The Controller accepts such reports or documentation as adequate evidence, unless the Controller has reasonable grounds to request additional information or on-site inspections.

10.4 The Controller shall bear its own costs and any costs incurred by the Processor in connection with audits and inspections, unless an audit reveals material non-compliance by the Processor with this DPA or the GDPR.

11. Miscellaneous

11.1 In the event of any conflict between this DPA and the Terms, including the Additional Terms and the LoE, this DPA shall prevail in relation to the processing of personal data where the Processor acts on behalf of the Controller.

11.2 This DPA shall apply for as long as the Processor processes personal data on behalf of the Controller under the Terms, including the Additional Terms, and/or an LoE.

InterMark, Koege, 25.04.2026