Lift Relations Terms and Conditions

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Lift Relations ApS, CVR no. 33356706, Sortedam Dossering 55, 2100 Copenhagen Ø, Denmark ("Lift Relations"), has developed the Lift Relations platform (the "Platform"), an online system for client relationship evaluation, intelligence and benchmarking that helps professional services firms assess risks and opportunities and improve and prolong their client relationships.

These Terms and Conditions ("T&C") govern the Customer's purchase and use of Lift Relations' products and services (the "Services"). The Customer accepts these T&C by executing an Order Form that references them. These T&C, the applicable Order Form(s) and the Data Processing Agreement ("DPA"), including all documents referenced in them, together form a binding agreement (the "Agreement").

1. Definitions

- **"Aggregated Data"** means data derived from Customer Data, combined with data from other customers of Lift Relations, that has been aggregated and de-identified so that it does not identify, and cannot reasonably be used to identify, the Customer, the Customer's clients, any User or any individual.
- **"Customer Data"** means all data and information submitted to the Services by or on behalf of the Customer or its Users, including survey responses, comments, client and team information, and any financial or outcome data the Customer chooses to provide.
- **"Order Form"** means an ordering document executed by the Customer and Lift Relations that specifies the Services, fees and subscription term.
- **"Personal Data"** has the meaning given in the DPA.
- **"Security Incident"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Data.
- **"Usage Data"** means technical, usage and performance data generated through the operation and use of the Services, such as feature usage, response rates, system logs and configuration data, that does not identify the Customer's clients or any individual.
- **"Users"** means the individuals authorised by the Customer to use the Services, and the individuals invited by the Customer to respond to surveys through the Services.

2. Provision of Services

Lift Relations will provide the Services to the Customer pursuant to the applicable Order Form(s) and this Agreement. Subject to the Customer's compliance with this Agreement, Lift Relations grants the Customer a non-exclusive, non-transferable, non-sublicensable licence to access and use the Services during the subscription term solely for the Customer's internal business purposes.

Lift Relations will use commercially reasonable efforts to make the Services available, but cannot guarantee uninterrupted or error-free availability. Errors can be reported to support@lft.ai.

Lift Relations continuously develops the Services and may add, modify, replace or discontinue features at its discretion, provided that it does not materially reduce the core functionality of the Services the Customer has subscribed to during the then-current subscription term. Lift Relations will give at least thirty (30) days' notice before discontinuing a feature the Customer actively uses.

Beta features, and features not included in the fees paid by the Customer, may be modified or discontinued at any time.

3. Use of Services

The Services are purchased as subscriptions for the term specified in the applicable Order Form. The Customer may upgrade its subscription or add services by paying additional fees during the subscription term. The Customer's purchase is not contingent on the delivery of any future features or functionality.

The Services are subject to the scope and limits set out in the Order Form (the "Usage Limits"). If the Customer exceeds the Usage Limits, Lift Relations may require the Customer to reduce its usage or to purchase the additional scope at Lift Relations' applicable rates. Lift Relations may apply reasonable rate limits to API and MCP access. New features, integrations and access methods, including API and MCP (Model Context Protocol) access, may be offered as separately priced add-ons.

The Customer shall not (a) make the Services available to anyone other than its Users; (b) use the Services in violation of applicable law; (c) attempt to gain unauthorised access to the Services or related systems; or (d) use the Services in a manner that infringes the rights of, or damages, Lift Relations or third parties. The Customer is responsible for its Users' compliance with this Agreement.

Lift Relations may suspend access to the Services if the Customer's use imminently threatens the security, stability, integrity or availability of the Services. Lift Relations will use commercially reasonable efforts to notify the Customer in advance and give it an opportunity to remedy the issue before any suspension.

4. Third-Party Products and Services

Any acquisition by the Customer of third-party products or services, including applications that interoperate with the Services, and any exchange of data between the Customer and a third-party provider, is solely between the Customer and that provider. If the Customer enables a third-party application for use with the Services, the Customer authorises Lift Relations to allow that application to access Customer Data as required for the interoperation. This includes AI assistants and other tools the Customer connects to the Services through an API, an MCP (Model Context Protocol) server or a similar integration; Customer Data retrieved through such a connection is processed by the Customer's chosen provider under the Customer's own terms with that provider. Lift Relations is not responsible for any disclosure, modification or deletion of Customer Data resulting from such access. Third parties engaged by Lift Relations to process Personal Data on its behalf are sub-processors and are governed by the DPA, not by this section.

5. Fees and Payment

Fees. The Customer shall pay all fees set out in the Order Form(s). Unless the Order Form states otherwise, fees are non-refundable and payment obligations are non-cancellable during a subscription term.

Invoicing and payment. Fees are invoiced annually in advance upon signature of the Order Form and, for any renewal term, ahead of the start of that term. Payment is due before the start of the subscription term, and cleared funds must be received in Lift Relations' account no later than the last

banking day before the subscription start date. Fees for upgrades or additional services agreed in writing are invoiced when they start.

Taxes. Fees exclude all taxes, levies, duties and similar governmental assessments, including value-added and sales taxes ("Taxes"). The Customer is responsible for all Taxes except those based on Lift Relations' net income.

Overdue payments. Overdue amounts accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is lower. If payment is fourteen (14) days or more overdue, Lift Relations may suspend the Services after giving the Customer at least seven (7) days' written notice.

Price adjustments. Lift Relations may increase fees at the start of a renewal term by giving written notice at least sixty (60) days before the end of the current term. Any increase for the same Services shall not exceed five percent (5%) of the fees for the preceding term. If the Customer does not accept the increase, its sole remedy is to give notice of non-renewal under section 12.

6. Intellectual Property Rights

Lift Relations Materials. Lift Relations owns and retains all rights, title and interest in and to the Services, the Platform and all software, code, user interfaces, documentation, survey frameworks, scoring methods, algorithms, models, signals, benchmarks, Aggregated Data, methodologies and other materials created, licensed or developed by Lift Relations, whether before or during this Agreement, including all improvements and derivative works ("Lift Relations Materials"). No rights in Lift Relations Materials are granted to the Customer except as expressly set out in this Agreement.

Customer Data. As between the parties, the Customer owns all Customer Data. The Customer grants Lift Relations a worldwide, non-exclusive, royalty-free licence during the term to host, copy, process and display Customer Data to provide, secure and support the Services, and, during and after the term, to use Customer Data as permitted by section 7.

Customer deliverables. Reports and outputs generated for the Customer through the Services may be used freely by the Customer for its internal business purposes. The underlying Lift Relations Materials remain the property of Lift Relations.

Feedback. The Customer grants Lift Relations a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate into its services any suggestions, enhancement requests or other feedback provided by the Customer or its Users.

7. Customer Data, Aggregated Data and Security

7.1 Use of Customer Data. Lift Relations will use Customer Data only to provide, secure, maintain and support the Services, to comply with law, and as set out in sections 7.2 and 7.3.

Insights and recommendations. As part of the Services, Lift Relations analyses Customer Data, including scores and free-text comments, to provide the Customer with insights, scores, risk and opportunity indicators, reports and recommended actions about its client relationships, its clients and the individuals involved, including client contacts and the Customer's own team members. These outputs are decision support for the Customer. The Customer is responsible for how it uses them and shall not use them as the sole basis for decisions with legal or similarly significant effects on individuals, including employment decisions.

7.2 Aggregated Data and benchmarks. The Customer acknowledges that industry benchmarks are a core part of the Services and depend on contributions from all customers. The Customer authorises Lift Relations to create Aggregated Data from Customer Data and to use Aggregated Data to provide benchmarks, analytics and insights within the Services, and to develop, improve and commercialise its products and services, during and after the term of this Agreement. This authorisation is perpetual and irrevocable, and Lift Relations may use and transfer Aggregated Data for any lawful purpose, including in connection with a sale or reorganisation of its business. Lift Relations will:

1. never disclose the Customer's name, the names of the Customer's clients, or any Personal Data as part of Aggregated Data;
2. only publish or display a benchmark value where it is calculated from data relating to at least five (5) different customers of Lift Relations within the peer group for which that value is shown; and
3. not attempt to re-identify the Customer, its clients or any individual from Aggregated Data, and contractually prohibit any recipient from doing so.

Benchmarks compare the Customer's results with a peer group defined by one or more criteria, such as the industry or size of the Customer or its clients, region, relationship driver or time period. The threshold in point 2 applies only to the criteria used for the benchmark shown; for example, a benchmark for clients in the insurance industry requires data from at least five (5) customers with insurance clients, but not that those customers are of the same size as the Customer unless size is also a criterion of that benchmark. Lift Relations decides at its sole discretion which benchmarks and peer groups are offered, and may combine or broaden criteria (such as wider size bands, related industries, larger regions or longer time periods) to meet the threshold. Where the threshold is not met for a peer group, no benchmark is shown for it. The availability of a benchmark for any particular peer group, client, industry or segment is not guaranteed.

7.3 Service improvement and models. The Customer authorises Lift Relations to use Customer Data in pseudonymised form to develop, train, test and improve the scoring, predictive and analytical models and features of the Services, provided that:

1. models developed under this section do not contain or reproduce Customer Data in a form that identifies the Customer, its clients or any individual;
2. free-text comments are used only after names, company names and other direct identifiers have been removed;
3. Customer Data is not used to score or profile any individual for another customer of Lift Relations; and
4. Lift Relations does not permit any third-party AI provider to use Customer Data to train that provider's own models.

Models, weights, signals and other outputs developed under this section 7.3 are Lift Relations Materials and may be retained and used after expiry or termination of this Agreement.

Usage Data. Lift Relations may collect and use Usage Data to operate, secure, analyse and improve the Services, during and after the term of this Agreement. Usage Data is not Customer Data.

7.4 Data protection. To the extent Lift Relations processes Personal Data on the Customer's behalf, the DPA applies and forms part of this Agreement. Lift Relations acts as processor (and as service provider under applicable US privacy laws) for that processing. For the processing described in sections 7.2 and 7.3, Lift Relations acts as an independent controller, as set out in section 2.3 of the DPA. The Customer is responsible for having a lawful basis, and for giving any notices required, for the Personal Data it submits to the Services, including notice of the processing described in sections 7.2 and 7.3.

7.5 Security. Lift Relations will maintain the technical and organisational measures described in Schedule 3 of the DPA, designed to protect the security, confidentiality and integrity of Customer Data. Lift Relations will not materially decrease the overall level of security during a subscription term. The Customer is responsible for keeping its Users' credentials secure, for configuring access within the Services, and for retaining its own copies of reports and exports it needs. In the event of any loss or corruption of Customer Data, Lift Relations' sole obligation, and the Customer's exclusive remedy, is for Lift Relations to use commercially reasonable efforts to restore the affected Customer Data from its most recent available backup.

7.6 Security Incidents. Lift Relations will notify the Customer without undue delay after becoming aware of a Security Incident affecting the Customer's Customer Data. It will take reasonable steps to contain, investigate and remediate the Security Incident and give the Customer the information it reasonably needs to meet its own obligations.

7.7 Return and deletion. The Customer may export its Customer Data at any time during the subscription term through the Services. For thirty (30) days after expiry or termination of the Agreement, the Customer may request in writing a one-off export of its Customer Data in CSV or another commonly used format. Lift Relations will then delete Customer Data from the Platform within thirty (30) days, and from backups in accordance with its standard backup retention cycle, unless retention is required by law or the Customer requests in writing, before deletion, that Lift Relations retain its Customer Data for a specified period of up to twelve (12) months so that the Customer can resume the Services. Lift Relations has no obligation to retain Customer Data after the applicable period. Aggregated Data, Usage Data and models trained in accordance with section 7.3 are not Customer Data and are not subject to deletion. Customer Data held in pseudonymised form for the purposes of section 7.3 may be retained for as long as needed for those purposes.

8. Confidentiality

"Confidential Information" means all non-public information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") that is designated as confidential or should reasonably be understood to be confidential, including the terms and pricing of this Agreement, Customer Data, business plans, technology and product designs. The Services and Lift Relations Materials are Lift Relations' Confidential Information.

Confidential Information does not include information that the Receiving Party can show (a) was rightfully received from a third party without a duty of confidentiality; (b) was known to it before disclosure; (c) was independently developed without use of the Confidential Information; or (d) is or becomes public through no breach of this Agreement. Aggregated Data and Usage Data are not the Customer's Confidential Information, and use of Customer Data in accordance with section 7 is not a breach of this section.

The Receiving Party shall protect the Disclosing Party's Confidential Information with at least reasonable care, use it only for the purposes of this Agreement, and disclose it only to its employees, contractors and advisers who need to know it and are bound by confidentiality obligations no less protective than these. A party may disclose Confidential Information where legally compelled, after giving the other party prompt notice where permitted. These obligations survive for five (5) years after termination, and for trade secrets and Customer Data for as long as they remain confidential.

9. Warranties and Disclaimers

Lift Relations warrants that the Services will perform materially in accordance with their documentation during the subscription term. The Customer must notify Lift Relations in writing of any non-conformity within thirty (30) days of discovering it. The Customer's sole and exclusive remedy, and Lift Relations' entire liability, for breach of this warranty is for Lift Relations to use commercially reasonable efforts to correct the non-conformity and, if it cannot do so within sixty (60) days of written notice, for either party to terminate the affected Services, in which case Lift Relations will refund the prepaid fees for the remainder of the term attributable to those Services.

Each party warrants that it has the authority to enter into this Agreement and will comply with laws applicable to it in performing this Agreement.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, LIFT RELATIONS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. INSIGHTS, SCORES, BENCHMARKS, PREDICTIONS AND RECOMMENDATIONS PROVIDED THROUGH THE SERVICES ARE DECISION SUPPORT ONLY AND DO NOT GUARANTEE ANY BUSINESS OUTCOME.

10. Mutual Indemnification

By Lift Relations. Lift Relations shall defend the Customer against any claim by a third party alleging that the Services, as provided by Lift Relations and used in accordance with this Agreement, infringe that third party's intellectual property rights, and shall indemnify the Customer for damages, costs and reasonable attorneys' fees finally awarded or agreed in settlement. If such a claim is made or likely, Lift Relations may, at its option and cost, (i) modify the Services so they no longer infringe, (ii) obtain a licence for the Customer's continued use, or (iii) terminate the affected subscription on thirty (30) days' written notice and refund prepaid fees for the remainder of the term. Lift Relations has no obligation for claims arising from third-party products, Customer Data, or use of the Services in breach of this Agreement.

By the Customer. The Customer shall defend Lift Relations against any claim by a third party arising from (a) Customer Data, or the Customer's collection or submission of it, including any claim that Customer Data infringes a third party's rights or was collected without a lawful basis; or (b) the Customer's use of the Services in violation of applicable law or this Agreement, and shall indemnify Lift Relations for damages, costs and reasonable attorneys' fees finally awarded or agreed in settlement.

Procedure. The indemnified party shall promptly notify the indemnifying party of the claim, give it sole control of the defence and settlement (provided no settlement imposes liability or admissions on the indemnified party without its consent), and provide reasonable assistance at the indemnifying

party's expense. This section 10 states each party's sole liability and exclusive remedy for the claims it describes.

11. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, LIFT RELATIONS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING UNDER SECTION 10, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY, SHALL NOT EXCEED THE AMOUNTS PAID BY THE CUSTOMER UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL LIFT RELATIONS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF REVENUE, PROFITS, BUSINESS, GOODWILL OR DATA, EVEN IF ADVISED OF THEIR POSSIBILITY.

NOTHING IN THIS AGREEMENT LIMITS THE CUSTOMER'S PAYMENT OBLIGATIONS, THE CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, THE CUSTOMER'S LIABILITY FOR BREACH OF SECTIONS 3 OR 6, OR LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

12. Term and Termination

Term. Each subscription runs for the term specified in the Order Form. Unless the Order Form states otherwise, the subscription term is twelve (12) months, and subscriptions renew automatically for successive twelve (12) month terms unless either party gives written notice of non-renewal at least sixty (60) days before the end of the current term.

Termination for breach. Either party may terminate this Agreement by written notice if the other party materially breaches it and fails to cure the breach within thirty (30) days of written notice. If the Customer terminates for Lift Relations' breach, Lift Relations shall refund prepaid fees for the remainder of the term. If Lift Relations terminates for the Customer's breach, the Customer shall pay all unpaid fees for the remainder of the term. Termination does not relieve the Customer of its obligation to pay fees accrued before the effective date of termination.

Effect of termination. On expiry or termination, the Customer's right to use the Services ends, and section 7.7 applies to Customer Data.

Survival. Sections 5 (for amounts due), 6, 7.2, 7.3 (for models already trained and Usage Data), 7.7, 8, 9 (disclaimers), 10, 11, 14 and 15 survive expiry or termination.

13. Publicity and Communications

Lift Relations may identify the Customer as a customer, including by its name and logo, on its website, in customer lists and in presentations to customers, prospects and investors. Any case study, press release or quote attributed to the Customer requires the Customer's prior written consent (email is sufficient). The Customer may ask Lift Relations to stop public use of its name or logo at any time, and Lift Relations will do so within a commercially reasonable time.

Lift Relations may send Users service communications about the Services, including product updates, security notices and changes to these T&C, by email or in-app notification. Marketing communications are sent only in accordance with applicable law and the Lift Relations Privacy Policy, available at lft.ai/legal, and Users may opt out at any time.

14. General Provisions

Order of precedence. In case of conflict, the following order applies: (1) the Order Form, (2) the DPA (for the processing of Personal Data), (3) these T&C, unless the Order Form expressly states that it overrides a specific provision of the DPA or these T&C.

Independent contractors. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, fiduciary or employment relationship.

Subcontractors. Lift Relations may use subcontractors to perform the Services and remains responsible for their performance. Sub-processors of Personal Data are governed by the DPA.

Assignment. Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign it in its entirety, without consent, to an affiliate or in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of its assets or business to which this Agreement relates. This Agreement binds and benefits the parties and their permitted successors and assigns.

Force majeure. Neither party is liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, epidemics, governmental action, and failures of public telecommunications or internet infrastructure, provided it gives prompt notice and uses reasonable efforts to resume performance.

Notices. Notices must be in writing and are delivered by email. Notices to Lift Relations, including notices regarding legal matters, disputes or claims, must be sent to legal@lft.ai. Notices to the Customer are sent to the email address of the primary contact in the Order Form, or to another email address the Customer designates in writing.

Waiver and severability. No failure or delay in exercising a right is a waiver of it. If any provision is held invalid or unenforceable, the remaining provisions remain in full force.

Export and sanctions. Each party shall comply with export control and sanctions laws applicable to it in connection with the Services.

Entire agreement. This Agreement is the entire agreement between the parties on its subject matter and supersedes all prior agreements and understandings. Terms in any purchase order or similar Customer document do not apply, even if accepted or signed.

15. Governing Law and Jurisdiction

This Agreement is governed exclusively by the laws of Denmark, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Any dispute that cannot be settled amicably shall be finally settled by arbitration under the Rules of Arbitration of the Danish Institute of Arbitration. The tribunal shall have one arbitrator, the seat of arbitration shall be Copenhagen, and the language shall be English. Either party may seek interim injunctive relief from any competent court.

16. Changes to these T&C

These T&C are identified by their version number and effective date. The version referenced in an Order Form governs that Order Form for its subscription term. Lift Relations may update these T&C by giving the Customer at least thirty (30) days' written notice. Updates that materially reduce the Customer's rights apply from the start of the next renewal term. Changes required by law or to protect

the security of the Services may take effect sooner, on written notice. Any amendment proposed by the Customer must be agreed in writing by both parties.