

DPPNEXUS ApS – MASTER SAAS TERMS AND CONDITIONS

Effective Date: 1st July, 2026

Entity: DPPNexus ApS | CVR: 46301331 | Address: Denmark | Contact: info@dppnexus.dk

1. Scope and Applicability

1.1. These Master Terms and Conditions ("Terms") govern access to and use of the Compliance-as-a-Service (CaaS) platform, APIs, digital product passport (DPP) modules, ESG audit tools, and diagnostic software provided by DPPNexus ApS ("DPPNexus", "We", "Us") to corporate clients, refurbishers, ITAD providers, and MSPs ("Customer", "You").

1.2. These Terms apply exclusively to Business-to-Business (B2B) relationships. The application of any general terms and conditions of the Customer is explicitly excluded.

2. Services and Scope of Platform

2.1. **Platform Purpose:** DPPNexus provides software infrastructure for generating, managing, and auditing Digital Product Passports (DPP), performing circular electronic asset health diagnostics, and compiling Scope 3/ESG report data.

2.2. **License Grant:** Subject to compliance with these Terms and payment of applicable fees, DPPNexus grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide license during the Subscription Term to access and use the platform and APIs solely for Customer's internal business operations.

3. Regulatory and Diagnostic Disclaimers (Core SaaS Disclaimers)

3.1. **No Guarantee of Audit Immunity:** The DPPNexus platform generates audit-ready reports designed to assist with EU regulations (including ESPR and CSRD). However, DPPNexus does not warrant or guarantee that reports or output will prevent regulatory scrutiny, fines, or failed external audits. The Customer remains solely responsible for the legal compliance, verification, and accuracy of all underlying data ingested into or output by the platform.

3.2. **Asset Diagnostic Boundaries:** Diagnostic results (including hardware performance and asset health ratings) depend on raw hardware data provided by third-party tools, hardware sensors, or Customer inputs. DPPNexus does not warrant physical hardware integrity or battery lifespans resulting from diagnostic reads.

3.3. **Data Erasure Certification:** Certified data wipe logs reflect software verification reports from connected wipe utilities. DPPNexus is not liable for physical data leakage resulting from hardware tampering or unhandled storage controller failures occurring outside the software protocol scope.

4. Limitation of Liability

4.1. **Direct Damages Cap:** To the maximum extent permitted under Danish law, the total aggregate liability of DPPNexus arising out of or related to the platform, under any theory of contract, tort, or

strict liability, shall be strictly capped at the total fees actually paid by Customer to DPPNexus in the twelve (12) months preceding the event giving rise to the claim.

4.2. Exclusion of Consequential Losses: In no event shall DPPNexus be liable for indirect, incidental, special, or consequential damages, including loss of profit, revenue, business interruption, loss of data, or regulatory fines imposed on Customer by competent authorities.

5. Service Level Agreement (SLA), Uptime Target, and Remedies

5.1. Target Availability: DPPNexus shall use commercially reasonable efforts to maintain a platform availability target of **99.5%** during each calendar month ("Target Availability"). This target reflects the operational parameters of a single-region cloud hosting architecture.

SINGLE-REGION SLA BENCHMARK	
SLA Target	99.5% Monthly Availability
Max Unplanned Downtime Budget	~3 hours 36 minutes per month
Exclusions	Scheduled Maintenance, Upstream Cloud Regional Outages, Force Majeure, Third-Party Hardware Data

5.2. Calculation of Availability: Availability is measured as a percentage over a calendar month according to the following formula:

Availability (%)=(Total Minutes in MonthTotal Minutes in Month–Unplanned Downtime Minutes)
×100

5.3. Exclusions from Downtime: Unplanned Downtime does **not** include service unavailability resulting from:

- Scheduled maintenance windows pre-announced at least 24 hours in advance (typically scheduled during off-peak hours, e.g., Sundays 01:00–05:00 CET).
- Force Majeure events or broader internet upstream failure outside DPPNexus's immediate infrastructure.
- Failures, degradation, or outages in single-region cloud datacenters operated by third-party infrastructure providers (e.g., regional AWS/Hetzner availability zone outages).
- Outages resulting from Customer's own networks, software, or third-party diagnostic hardware integrations.

5.4. Sole Remedy (Service Credits): If monthly Availability falls below **99.5%**, Customer's sole and exclusive remedy shall be to receive a Service Credit applied against their next monthly billing cycle:

Monthly Availability Achieved	Service Credit Discount (% of Monthly Fee)
99.0% – 99.49%	5% discount on next monthly fee
95.0% – 98.99%	10% discount on next monthly fee
Below 95.0%	15% discount on next monthly fee

5.5. Maximum Credit Cap: The aggregate maximum amount of Service Credits issued to Customer in any single calendar month shall not exceed **15%** of Customer's total subscription fee for that month. Service Credits cannot be converted into cash refunds or transferred.

5.5. Credit Claims: Service credits are not cash refunds and must be claimed by Customer in writing within 30 days following the end of the affected calendar month.

6. Data Protection and DPA Incorporation

6.1. To the extent DPPNexus processes personal data on behalf of Customer in the operation of the SaaS platform, the parties agree that Customer is the Data Controller and DPPNexus is the Data Processor.

6.2. The **Data Processing Agreement (DPA)** available at dppnexus.dk/dpa / dppnexus.com/dpa is hereby explicitly incorporated into these Terms by reference and forms an integral part of this contract.

7. Governing Law and Dispute Resolution

7.1. These Terms and any dispute arising out of or in connection with them shall be governed by and construed in accordance with the laws of **Denmark**, without giving effect to conflicts of law principles.

7.2. Any dispute, controversy, or claim arising out of or relating to this agreement shall be submitted to the exclusive jurisdiction of the **Maritime and Commercial High Court of Denmark (Sø- og Handelsretten)** in Copenhagen, or, if inapplicable, the City Court of Copenhagen as court of first instance.