

## Standard Contractual Clauses

For the purposes of Article 28(3) of Regulation 2016/679 (the GDPR)

between

[COMPANY NAME]

[CVR / VAT / Company reg number]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[COUNTRY]

(the data controller)

and

Actee Aps

CVR 39188392

Kornerups Vænge 12

4000 Roskilde

Denmark

(the data processor)

each a 'party'; together 'the parties'

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to meet the requirements of the GDPR and to ensure the protection of the rights of the data subject.

Instructions - Delete this box upon completion

**Yellow markings** are filled out by the company that wants to have a Data Processing Agreement (DPA) with Actee.

Actee uses the generic Standard Contractual Clause that the Danish Data Protection Authorities have provided. The **Green Markings** are Actee's customizations/specifications to this generic template.

Remove yellow and green markings, along with this box, before you sign and send back to Actee.

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1. These Contractual Clauses (the Clauses) set out the rights and obligations of the data controller and the data processor, when processing personal data on behalf of the data controller.
2. The Clauses have been designed to ensure the parties' compliance with Article 28(3) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
3. In the context of the provision of fulfilment of the Parties' 'Master Agreement'. Actee's "Terms of Subscription" commencing on date of sign-up on the Actee Hub the data processor will process personal data on behalf of the data controller in accordance with the Clauses.
4. The Clauses shall take priority over any similar provisions contained in other agreements between the parties.
5. Four appendices are attached to the Clauses and form an integral part of the Clauses.
6. Appendix A contains details about the processing of personal data, including the purpose and nature of the processing, type of personal data, categories of data subject and duration of the processing.
7. Appendix B contains the data controller's conditions for the data processor's use of sub-processors and a list of sub-processors authorised by the data controller.
8. Appendix C contains the data controller's instructions with regards to the processing of personal data, the minimum security measures to be implemented by the data processor and how audits of the data processor and any sub-processors are to be performed.
9. Appendix D contains provisions for other activities which are not covered by the Clauses.
10. The Clauses along with appendices shall be retained in writing, including electronically, by both parties.
11. The Clauses shall not exempt the data processor from obligations to which the data processor is subject pursuant to the General Data Protection Regulation (the GDPR) or other legislation.

## 3. The rights and obligations of the data controller

1. The data controller is responsible for ensuring that the processing of personal data takes place in compliance with the GDPR (see Article 24 GDPR), the applicable EU or Member State<sup>1</sup> data protection provisions and the Clauses.

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<sup>1</sup> References to "Member States" made throughout the Clauses shall be understood as references to "EEA Member States".

2. The data controller has the right and obligation to make decisions about the purposes and means of the processing of personal data.
3. The data controller shall be responsible, among other, for ensuring that the processing of personal data, which the data processor is instructed to perform, has a legal basis.

#### **4. The data processor acts according to instructions**

1. The data processor shall process personal data only on documented instructions from the data controller, unless required to do so by Union or Member State law to which the processor is subject. Such instructions shall be specified in appendices A and C. Subsequent instructions can also be given by the data controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically, in connection with the Clauses.
2. The data processor shall immediately inform the data controller if instructions given by the data controller, in the opinion of the data processor, contravene the GDPR or the applicable EU or Member State data protection provisions.

#### **5. Confidentiality**

1. The data processor shall only grant access to the personal data being processed on behalf of the data controller to persons under the data processor's authority who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and only on a need to know basis. The list of persons to whom access has been granted shall be kept under periodic review. On the basis of this review, such access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.
2. The data processor shall at the request of the data controller demonstrate that the concerned persons under the data processor's authority are subject to the abovementioned confidentiality.

#### **6. Security of processing**

1. Article 32 GDPR stipulates that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the data controller and data processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

The data controller shall evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. Depending on their relevance, the measures may include the following:

- a. Pseudonymisation and encryption of personal data;
- b. the ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

- d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
2. According to Article 32 GDPR, the data processor shall also – independently from the data controller – evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. To this effect, the data controller shall provide the data processor with all information necessary to identify and evaluate such risks.
3. Furthermore, the data processor shall assist the data controller in ensuring compliance with the data controller's obligations pursuant to Articles 32 GDPR, by *inter alia* providing the data controller with information concerning the technical and organisational measures already implemented by the data processor pursuant to Article 32 GDPR along with all other information necessary for the data controller to comply with the data controller's obligation under Article 32 GDPR.

If subsequently – in the assessment of the data controller – mitigation of the identified risks require further measures to be implemented by the data processor, than those already implemented by the data processor pursuant to Article 32 GDPR, the data controller shall specify these additional measures to be implemented in Appendix C.

## 7. Use of sub-processors

1. The data processor shall meet the requirements specified in Article 28(2) and (4) GDPR in order to engage another processor (a sub-processor).
2. The data processor shall therefore not engage another processor (sub-processor) for the fulfilment of the Clauses without the prior **general** written authorisation of the data controller.
3. The data processor has the data controller's general authorisation for the engagement of sub-processors. The data processor shall inform in writing the data controller of any intended changes concerning the addition or replacement of sub-processors at least **2 months** in advance, thereby giving the data controller the opportunity to object to such changes prior to the engagement of the concerned sub-processor(s). Longer time periods of prior notice for specific sub-processing services can be provided in Appendix B. The list of sub-processors already authorised by the data controller can be found in Appendix B.
4. Where the data processor engages a sub-processor for carrying out specific processing activities on behalf of the data controller, the same data protection obligations as set out in the Clauses shall be imposed on that sub-processor by way of a contract or other legal act under EU or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Clauses and the GDPR.

The data processor shall therefore be responsible for requiring that the sub-processor at least complies with the obligations to which the data processor is subject pursuant to the Clauses and the GDPR.

5. A copy of such a sub-processor agreement and subsequent amendments shall – at the data controller’s request – be submitted to the data controller, thereby giving the data controller the opportunity to ensure that the same data protection obligations as set out in the Clauses are imposed on the sub-processor. Clauses on business related issues that do not affect the legal data protection content of the sub-processor agreement, shall not require submission to the data controller.
6. The data processor shall agree a third-party beneficiary clause with the sub-processor where – in the event of bankruptcy of the data processor – the data controller shall be a third-party beneficiary to the sub-processor agreement and shall have the right to enforce the agreement against the sub-processor engaged by the data processor, e.g. enabling the data controller to instruct the sub-processor to delete or return the personal data.
7. If the sub-processor does not fulfil his data protection obligations, the data processor shall remain fully liable to the data controller as regards the fulfilment of the obligations of the sub-processor. This does not affect the rights of the data subjects under the GDPR – in particular those foreseen in Articles 79 and 82 GDPR – against the data controller and the data processor, including the sub-processor.

## **8. Transfer of data to third countries or international organisations**

1. Any transfer of personal data to third countries or international organisations by the data processor shall only occur on the basis of documented instructions from the data controller and shall always take place in compliance with Chapter V GDPR.
2. In case transfers to third countries or international organisations, which the data processor has not been instructed to perform by the data controller, is required under EU or Member State law to which the data processor is subject, the data processor shall inform the data controller of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest.
3. Without documented instructions from the data controller, the data processor therefore cannot within the framework of the Clauses:
  - a. transfer personal data to a data controller or a data processor in a third country or in an international organization
  - b. transfer the processing of personal data to a sub-processor in a third country
  - c. have the personal data processed in by the data processor in a third country
4. The data controller’s instructions regarding the transfer of personal data to a third country including, if applicable, the transfer tool under Chapter V GDPR on which they are based, shall be set out in Appendix C.6.
5. The Clauses shall not be confused with standard data protection clauses within the meaning of Article 46(2)(c) and (d) GDPR, and the Clauses cannot be relied upon by the parties as a transfer tool under Chapter V GDPR.

## **9. Assistance to the data controller**

1. Taking into account the nature of the processing, the data processor shall assist the data controller by appropriate technical and organisational measures, insofar as this is possible, in the fulfilment of the data controller's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR.

This entails that the data processor shall, insofar as this is possible, assist the data controller in the data controller's compliance with:

- a. the right to be informed when collecting personal data from the data subject
  - b. the right to be informed when personal data have not been obtained from the data subject
  - c. the right of access by the data subject
  - d. the right to rectification
  - e. the right to erasure ('the right to be forgotten')
  - f. the right to restriction of processing
  - g. notification obligation regarding rectification or erasure of personal data or restriction of processing
  - h. the right to data portability
  - i. the right to object
  - j. the right not to be subject to a decision based solely on automated processing, including profiling
2. In addition to the data processor's obligation to assist the data controller pursuant to Clause 6.3., the data processor shall furthermore, taking into account the nature of the processing and the information available to the data processor, assist the data controller in ensuring compliance with:
    - a. The data controller's obligation to without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the personal data breach to the competent supervisory authority, The Danish Data Protection Agency, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons;
    - b. the data controller's obligation to without undue delay communicate the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons;
    - c. the data controller's obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment);
    - d. the data controller's obligation to consult the competent supervisory authority, The Danish Data Protection Agency, prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the data controller to mitigate the risk.
  3. The parties shall define in Appendix C the appropriate technical and organisational measures by which the data processor is required to assist the data controller as well as the scope and the extent of the assistance required. This applies to the obligations foreseen in Clause 9.1. and 9.2.

## 10. Notification of personal data breach

1. In case of any personal data breach, the data processor shall, without undue delay after having become aware of it, notify the data controller of the personal data breach.
2. The data processor's notification to the data controller shall, if possible, take place within 24 hours after the data processor has become aware of the personal data breach to enable the data controller to comply with the data controller's obligation to notify the personal data breach to the competent supervisory authority, cf. Article 33 GDPR.
3. In accordance with Clause 9(2)(a), the data processor shall assist the data controller in notifying the personal data breach to the competent supervisory authority, meaning that the data processor is required to assist in obtaining the information listed below which, pursuant to Article 33(3)GDPR, shall be stated in the data controller's notification to the competent supervisory authority:
  - a. The nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
  - b. the likely consequences of the personal data breach;
  - c. the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
4. The parties shall define in Appendix C all the elements to be provided by the data processor when assisting the data controller in the notification of a personal data breach to the competent supervisory authority.

## 11. Erasure and return of data

1. On termination of the provision of personal data processing services, the data processor shall be under obligation to delete or anonymize all the personal data and to provide all the data to the data controller upon their request unless Union or Member State law requires storage of the personal data.

## 12. Audit and inspection

1. The data processor shall make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 and the Clauses and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller.
2. Procedures applicable to the data controller's audits, including inspections, of the data processor and sub-processors are specified in appendices C.7.
3. The data processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the data controller's and data processor's facilities, or representatives acting on behalf of such supervisory authorities,



with access to the data processor's physical facilities on presentation of appropriate identification.

### 13. The parties' agreement on other terms

1. The parties may agree other clauses concerning the provision of the personal data processing service specifying e.g. liability, as long as they do not contradict directly or indirectly the Clauses or prejudice the fundamental rights or freedoms of the data subject and the protection afforded by the GDPR.

### 14. Commencement and termination

1. The Clauses shall become effective on the date of both parties' signature.
2. Both parties shall be entitled to require the Clauses renegotiated if changes to the law or inexpediency of the Clauses should give rise to such renegotiation.
3. The Clauses shall apply for the duration of the provision of personal data processing services. For the duration of the provision of personal data processing services, the Clauses cannot be terminated unless other Clauses governing the provision of personal data processing services have been agreed between the parties.
4. If the provision of personal data processing services is terminated, and the personal data is deleted or returned to the data controller pursuant to Clause 11.1. and Appendix C.4., the Clauses may be terminated by written notice by either party.
5. Signature

On behalf of the data controller

Name	[NAME]
Position	[POSITION]
Date	[DATE]
Signature	[SIGNATURE]

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On behalf of the data processor

Name	Martin Kristian Hansen
Position	CTO and DPO
Date	[DATE]
Signature	[SIGNATURE]

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### 15. Data controller and data processor contacts/contact points

1. The parties may contact each other using the following contacts/contact points:
2. The parties shall be under obligation continuously to inform each other of changes to contacts/contact points.

Name [NAME]  
Position [POSITION]  
Telephone [TELEPHONE]  
E-mail [E-MAIL]

Name Martin Kristian Hansen  
Position CTO and DPO  
Telephone +45 25 74 90 77  
E-mail [mkh@actee.com](mailto:mkh@actee.com)

### A.1. The purpose of the data processor's processing of personal data on behalf of the data controller is:

- Those of the data controllers employees/clients that plays ActeeChange, ActeeLeadership or ActeeCommunication, or uses any of Actee APS' other tools for education and up-qualification, needs to be logged into the Actee Hub (or a white-label version of this). To login the user needs to sign-up and use a valid email.
- To login the employee also needs to select a password on their own, which should be kept private to them.
- Passwords is handled securely as it is encrypted and will therefore never be visible to Actee APS.
- It is therefore ONLY the email address that is the account identifier at Actee APS, which we demand and have saved in our databases. Which email is used is to us without importance as long it is personal and active.
- The user's profile can contain a variety of OPTIONAL personal data that can be filled out. NONE of these data is of sensitive character.

### A.2. The data processor's processing of personal data on behalf of the data controller shall mainly pertain to (the nature of the processing):

- That the Data Processor makes available the Actee Hub to the Data Controller and hereby stores personal data about the Data Controller's members/employees on the company servers.

### A.3. The processing includes the following types of personal data about data subjects:

- Name, e-mail address, telephone number, address, payment details, Position of employment.  
Eg. ONLY non-sensitive normal personal data.

### A.4. Processing includes the following categories of data subject:

- Persons who have registered for the Actee hub from the Data Controller.

### A.5. The data processor's processing of personal data on behalf of the data controller may be performed when the Clauses commence. Processing has the following duration:

- Processing shall not be time-limited and shall be performed until this Data Processing Agreement is terminated or cancelled by one of the Parties.

**B.1. Approved sub-processors**

On commencement of the Clauses, the data controller authorises the engagement of the following sub-processors:

NAME	CVR/ORG. NO.	ADDRESS	DESCRIPTION OF PROCESSING
Microsoft	13612870	Microsoft Denmark ApS Kanolvej 7 2800 Kgs. Lyngby	Hosting of cloud servers and database services in The Netherlands.
ObjectFrontier AS	913 294 777	Point of contact: Universitetsgata 22/24, 0162 Oslo Norway Location of Developers: Ascendas IT Park, Zenith Building, Unit No: 1 & 4, 12th Floor, Taramani, Chennai India	American/Indian software development company with local office in Norway

The data controller shall on the commencement of the Clauses authorise the use of the above-mentioned sub-processors for the processing described for that party. The data processor shall not be entitled – without the data controller’s explicit written authorisation – to engage a sub-processor for a ‘different’ processing than the one which has been agreed upon or have another sub-processor perform the described processing.

### C.1. The subject of/instruction for the processing

The data processor's processing of personal data on behalf of the data controller shall be carried out by the data processor performing the following:

- Those of the controller's employees that plays ActeeChange, ActeeLeadership or ActeeCommunication, or uses any of Actee APS' other tools for education and up-qualification needs to be logged into our Actee Hub (or a white-label version of this). To login the employee needs to sign-up (register) and use a valid email. By doing this they as individuals sign off on our "Terms of Use". This is an individual agreement. Users can see their date of consent and review our terms under "Profile" once logged in.
- **Actee's Terms of Subscription – The Master Agreement**  
Consent to our "Terms of Subscription" is given the first time you enter your subscription or partner admin module upon registration of this.  
Withdrawal of consent to our Terms of Subscription happen automatically upon request for deletion of the Actee subscription or Partner Admin Module.  
The Terms of Subscription is an agreement made between the subscription owner on behalf of the purchasing company and Actee.

### C.2. Security of processing

The level of security shall take into account:

- **Optional and Derived data:**  
**Optional:** There is a list of optional personal data that the employee can choose to fill out. These are helpful to fill out to enable us to create better profiles for the attached employees.  
These are only of "ordinary personal information" status in accordance to article 6 of GDPR law. Our system do not carry any sensitive personal information.  
**Derived data:** When using the Actee hub and tools data is generated and we call this derived data. We use this data to generate profile and data-views that is valuable for the user. This data is also all anonymously pooled for use to comparing for other users. Company clients are able to see the individual derived data of their attached employees inside Actee.  
Personal and derived data shall never be given to third parties outside Actee APS without the user knowingly accepts this. In accordance to article 44 of GDPR and our Terms of Subscription.

The Data Processor shall hereafter be entitled and under obligation to make decisions about the technical and organisational security measures that are to be applied to create the necessary (and agreed) level of data security.

The Data Processor shall however – in any event and at a minimum – implement the following measures that have been agreed with the Data Controller (on the basis of the risk assessment that the Data Controller has performed):

- Login details that is in use is converted to a anonymized / pseudonymized code upon login. This code links the logged in user to its different data on the encrypted database server (Azure Cloud). All this happens by a secure SSL connection so

traffic from end-user to server is not easily picked up/intercepted by malicious parties.

- Only employees at Actee APS and their development team in India have access to systems that contain data on data controllers employees/clients. All have signed NDA agreements.
- Our data and server are situated with Microsoft in their cloud-based solution Azure. Automatic back-up is in place, so data is always recoverable 30 days back in time.
- We run a GDPR-check every half year where we go through the different procedures that is deemed necessary to maintain a proper level of data security.
- Actee APS secures our digital online systems against loss, changes, deletion, unauthorized use and further distribution by limiting access to data and systems to only Actee APS employees and their developers in India. A concurring control that only the right employees have access is performed and passwords to all these systems are changed, at a minimum, every 6<sup>th</sup> month.
- The signed up user can always ask to get a digital record of all the data that is associated to that said user. Derived data is included here. All requests regarding users right to review should go to info@actee.com.
- Ensuring portability; We do our best that above digital record is readable / importable. Derived data cannot be expected to be imported anywhere as it is data that is unique in our system and setup.
- Actee APS do not carry any physical materials or records for our online customers such as the data controller of this agreement.
- Home / remote working is used of Actee APS. The same computers are used as the ones used in the office. Unknown and/or unsecure networks are never used on these computers, both when in office or working remotely.
- Actee APS' database setup at Microsoft Azure logs changes in our database, which contains the few person data that the Actee system requires. These are non-sensitive in nature.

### C.3. Assistance to the data controller

The data processor shall insofar as this is possible – within the scope and the extent of the assistance specified below – assist the data controller in accordance with Clause 9.1. and 9.2. by implementing the following technical and organisational measures:

- Inquiries from the data controller regarding matters covered by section 9.1. or 9.2. shall be answered as soon as possible and no later than 24 hours after receipt of the inquiry.
- If the data processor receives an inquiry from a data subject or a third-party regarding matters covered by section 9.1. or 9.2., the inquiry shall be forwarded to the data controller as soon as possible and no later than 24 hours after receipt of the inquiry.

### C.4. Storage period/erasure procedures

- Data material in Actee APS' system is deleted / anonymized so that it can never be linked up to the clients employees again, if they choose to no longer have this data active. For example if they delete their account.
- The signed up user can always ask to get their account deleted with us. This will delete the account completely. At the same time, derived data will be anonymized for continued use by Actee APS. (This is accepted in our Terms of Subscription at sign-up.) All requests for deletion should go to [info@actee.com](mailto:info@actee.com).

### C.5. Processing location

Processing of the personal data under the Clauses cannot be performed at other locations than the following without the data controller's prior written authorisation:

- Microsoft Azure Cloud Servers in The Netherlands, Europe
- Actee Aps offices in Roskilde, Denmark, Europe
- Development team in India (Sumedha Softtech, in Janipur), whom Actee have Standard Contractual Clause signed with.

### C.6. Instruction on the transfer of personal data to third countries

- No data from Actee APS systems are transferred to third countries or parties without consent.
- If such transfer commences, then written notice and updated DPA is sent out.
- If the Data Controller does not in this clause or by subsequent written notification provide instructions or consent pertaining to the transfer of personal data to a third country, the Data Processor shall not be entitled within the framework of this Data Processing Agreement to perform such transfer.

### C.7. Procedures for the data controller's audits, including inspections, of the processing of personal data being performed by the data processor

- The Data Controller or the Data Controller's representative is invited to perform a yearly physical inspection with regards to the compliance of this Data Processing Agreement at the Data Processor's facilities.
- In addition to the planned inspection, the Data Controller shall be entitled to inspect the Data Processor when the Data Controller deems that this is required.
- The Data Controller's costs, if applicable, relating to physical inspection shall be defrayed by the Data Controller. The Data Processor shall, however, be under obligation to set aside the resources (mainly time) required for the Data Controller to be able to perform the inspection.

**D.1. TERMS OF SUBSCRIPTION**

for [www.actee.com](http://www.actee.com)

**1. TERMS OF SUBSCRIPTION**

1.1 This is a legally binding agreement for Subscription to the Actee's LM Concept available via the Sub-Domain designated for each Subscriber and via Actee's Apps, governing the terms of the granted Subscription.

1.2 Only the Danish version of the Terms of Subscription is legally binding. Translations into other languages have been provided purely for Subscriber's convenience. In the event of any discrepancy between a translation and the Danish version, the Danish version shall prevail.

1.3 The use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps and any additional Services is subject these "Terms of Subscription" as amended from time to time, the "Terms of Use" as amended from time to time, and the "Disclaimer" as amended from time to time.

1.4 Subscriber further accepts to be bound by Actee's other policies that are relevant for the use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, including its Privacy Policy and Cookie Policy, which are available on the Website.

1.5 The Terms of Subscription, together with the Terms of Use and the Disclaimer, constitute the entire agreement of the Parties on the subject matter hereof and supersedes all prior understandings and instruments on such subject matters. Except as permitted by the Terms of Use and the Terms of Subscription, the Subscription may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

1.6 No waiver of any provision of the Terms of Subscription shall, unless expressly agreed in writing, constitute a waiver of any other provision(s) of the Terms of Subscription or of the same provision on another occasion. Failure of either Party to enforce any provision of the Terms of Subscription shall not constitute a waiver of such provision or any other provision(s) of the Terms of Subscription.

1.7 Should any provision of the Terms of Subscription be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law, giving effect to the intent of the Parties, and enforced as modified.

All other terms and conditions of the Terms of Subscription shall remain in full force and effect and shall be construed in accordance with the modified provision.

1.8 These Terms of Subscription as well as the contents and functionality of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps may be amended by Actee from time to time. Subscriber can review the most current version of the Terms of Use and the Disclaimer on the Website, while the Terms of Subscription will be available via the Subscriber's login on the designated Sub-Domain. The Subscriber will be notified directly of any amendments made to the Terms of Subscription.

1.9 Please read the entire Terms of Subscription, the Terms of Use, and the Disclaimer carefully before accepting their terms.

**2. DEFINITIONS**

2.1 The Definitions used in the Terms of Use and the Disclaimer shall, unless otherwise defined herein, apply to the these Terms of Subscription. Additionally the following terms shall have the following meaning:



“Subscription” means the grant by Actee to the Subscriber under the Terms of Subscription to use the designated Sub-Domain, the LM Concept and/or Actee’s Apps and such additional Services as Actee may offer to the Subscribers from time to time;

“Terms of Subscription” shall mean these terms of Subscription, as amended from time to time;

“Subscriber” means the Party who enters into a Subscription for the designated Sub-Domain, the LM Concept and/or Actee’s Apps;

“Disclaimer” shall mean the disclaimer, as amended from time to time, posted on [www.Actee.com](http://www.Actee.com),

“Basic Support” includes the support services as described on the Website from time to time.

“Terms of Use” shall mean the terms of use posted on [www.Actee.com](http://www.Actee.com) as amended from time to time, which are applicable to the Website, the Sub-Domains, the LM Concept and/or Actee’s Apps;

“Cookie Policy” shall mean the cookie policy posted on [www.actee.com](http://www.actee.com), as amended from time to time.

“Confidential Information” means any and all information that is disclosed by one Party to the other Party that relates to a Party’s business or the Parties’ business relationship hereunder, including, but not limited to, information concerning a Party’s finances, products, services, customers and suppliers. Confidential Information shall not include information which: (i) is in or comes into the public domain without breach of the Terms of Subscription by the receiving Party; (ii) was in the possession of the receiving Party prior to receipt from the disclosing Party and was not acquired by the receiving Party from the disclosing Party under an obligation of confidentiality or non-use; (iii) is acquired by the receiving Party from a third party not under an obligation of confidentiality or non-use to the disclosing Party; or (iv) is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party;

“Effective Date” means the date when the Subscription comes into full force and effect, and shall be the date of Subscriber’s approval of these Terms of Subscription, unless another date is agreed between the Parties;

“Privacy Policy” shall mean the privacy policy posted on [www.relationstechnologies.com](http://www.relationstechnologies.com), as amended from time to time.

“Services” shall have the meaning set out in Actee’s Terms of Use;

“Extended Support” means any support over and above the Basic Support, as further described on the Website from time to time. Extended Support is available at different levels and at different cost, as further specified on the Website.

### **3. DELIVERY**

#### **3.1 Delivery**

On the Effective Date Actee shall convey to Subscriber information of its Subscription account in order for Subscriber to create its own User ID and password to be used for access to the designated Sub-Domain accessible by Subscribers and their employees only. Subscriber and its employees may commence use of the Sub-Domain immediately after having created its own User ID and password.

In respect of Subscriber’s and Users’ upload of information, incl. information for use of the LM Concept, as well as possible own employee-training tools for the designated Sub-Domain, the LM Concept and/or Actee’s Apps, such information and own training tools shall be subject to Actee’s system requirements, incl. structuring and classification of such information, so that it meets the requirements of the Sub-Domain, the LM Concept’s and/or Actee’s Apps’.

#### **3.2 Compatibility**

Actee does not warrant or represent that Subscriber’s hardware, software or other materials, equipment or systems will function or be compatible with the Website, the Sub-Domains, the

LM Concept and/or Actee's Apps, or with any third party LM Concepts that are part of the Website.

Actee shall not be responsible for the functionality and/or the compatibility and/or Subscriber's use of any hardware or software or any other equipment or system when accessing and using the Website, the Sub-Domains, the LM Concept and/or Actee's Apps.

#### **4. SUBSCRIBERS' OBLIGATIONS**

##### **4.1 Use of the Sub-Domain**

Subscriber shall use the Sub-Domain, the LM Concept and/or Actee's Apps only for the purposes for which the Subscription has been granted.

Subscriber becomes the data-controller in respect of all personal information that is transferred from Actee to Subscriber upon a User's creation of a User profile on a designated Sub-Domain, and through any use of the LM Concept, and must treat such information in accordance with applicable laws and regulations.

##### **4.2 Use not permitted**

Subscriber may not modify the Website, the Sub-Domains, the LM Concept and/or Actee's Apps in any way, or link it to other websites or programs without the written approval from Actee, provided however that Subscribers are permitted at all times to link their own websites with their designated Sub-Domain.

The Subscriber may not, without Actee's and the individual User's consent, access User information provided by the individual User via the Website, the Sub-Domains, the LM Concept or via Actee's Apps, except for information that a User uploads through the use of the LM Concept, incl. when creating new tools for the Application.

##### **4.3 Access to and use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps**

In order for Subscriber to access the restricted parts of the the designated Sub-Domain, the LM Concept and/or Actee's Apps, Subscriber must use its User ID and password.

For security reasons Actee has the right at any time, without prior notice, to block Subscriber's User account and/or make an immediate change of the User ID and/or the password.

Subscriber may access the designated Sub-Domain, the LM Concept and/or Actee's Apps at any time, only restricted by scheduled maintenance hours and/or by system interruptions that are outside Actee's control.

Subscriber is responsible and liable for any telephone-, cable- or internet access and transmission charges and any other charges to third parties due to its access to and use of the Website, the designated Sub-Domain, the LM Concept and/or Actee's Apps.

##### **4.4 Prohibited Conduct**

Subscriber agrees (i) not to use the Website, the Sub-Domains, the LM Concept and/or Actee's Apps to upload or distribute in any way files that contain viruses, malware, spyware, corrupted files, or any other similar software, programs or files that may damage the operation of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps or another's computer; (ii) not to interfere or disrupt the Website, the Sub-Domains, the LM Concept and/or Actee's Apps or any networks connected to the Website, the Sub-Domains, the LM Concept and/or Actee's Apps; (iii) not to use any device, software or routine or attempt to interfere with the proper functioning of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps or any transactions being offered at the Website, the Sub-Domains, the LM Concept and/or Actee's Apps; (iv) not to take any action that imposes an unreasonable or disproportionately large load on the Website, the Sub-Domains, the LM Concept and/or Actee's Apps; (v) not to use the Website, the Sub-Domains, the LM Concept and/or Actee's Apps to scrape, collect or harvest Services, Product and/or Supplier information, information of grants, support and scholarships, or personal information, including, without limitation, financial information, about other Subscribers and/or Users of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps;

(vi) not to impersonate any person or entity or falsely state or otherwise misrepresent Subscriber's affiliation with a person or entity, (vii) not to use the Website, the Sub-Domains, the LM Concept and/or Actee's Apps for any purpose other than the permitted use; and (viii) not to use the Website, the Sub-Domains, the LM Concept and/or Actee's Apps and the Services available through the any of these for illegal purposes.

#### 4.5 Security

Subscriber must keep the User account, User ID and password secure and secret at all times and take steps to prevent unauthorized use of them. Subscriber shall inform Actee immediately of any unauthorized access to or use of the restricted parts of the the Sub-Domains, the LM Concept and/or Actee's Apps or any part of the User ID and/or password, which Subscriber knows of, or suspects. In such case, Actee will immediately block Subscriber's User account, and request Subscriber to change its User ID and/or password as it deems necessary. Actee may block Subscriber's further access to the restricted parts of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps until the disclosure and/or unauthorized use of the previous User ID and/or password has been properly investigated.

For the avoidance of doubt, any access to the Website, the Sub-Domains, the LM Concept and/or Actee's Apps by a User using any part of Subscriber's User ID and/or password shall be deemed to be made by Subscriber subject to the Terms of Subscription, and Subscriber is fully responsible and liable for any loss or injury sustained by Actee, third parties or Subscriber arising from disclosure to or use by a third party – whether intentional or incidental – of any part of the User account, User ID and/or the password.

Subscriber shall indemnify and hold Actee harmless against and from any and all claims, damages, losses and expenses (including legal fees and expenses) arising out of or incurred by unauthorized access to or use of the Sub-Domains, the LM Concept and/or Actee's Apps, which is attributable to Subscriber's breach or negligent or deliberate default of the above obligation to safeguard the User account, User ID and password.

#### 4.6 Compliance with Laws

Subscriber shall comply with all applicable laws and regulations relating to any Service, Product, or download or upload associated with the Sub-Domains, the LM Concept and/or Actee's Apps.

### **5. TRANSACTIONS VIA THE WEBSITE, THE SUB-DOMAINS, THE LM CONCEPT AND/OR ACTEE'S APPS**

#### 5.1 Services via the Sub-Domains, the LM Concept and/or Actee's Apps

The Sub-Domains, the LM Concept and/or Actee's Apps offers Subscriber the possibility to offer its own employees access to use the LM Concept for employee- and management training.

Any and all use of the Sub-Domains, the LM Concept and/or Actee's Apps is a transaction between the User and the Subscriber only, and Actee cannot be held liable to Subscriber or its employees for Subscriber's decision to offer its employees to make use thereof.

### **6. FEES AND PAYMENT TERMS**

6.1 Subscription to the LM Concept is subject to a Subscription Fee from the time of entering into the Subscription until expiry or termination of the Subscription in accordance with clause 17. The amount of the Subscription Fee and its payment terms depend on which Subscription the Subscriber has selected. Further details on the various subscription options and the associated Subscription Fees is available on the Website.

6.2 To pay the fees and charges for the Subscription and/or other Services, Subscriber may be required to provide a payment method at the time when creating Subscriber's User account for the Sub-Domain, the LM Concept and/or Actee's Apps. Subscriber can access and change its payment information and payment method on the restricted parts of the designated Sub-Domain. Subscriber undertakes at any time to update Subscriber's account

and other information, including Subscriber's email address and payment method details, so that Actee can process Subscriber's transactions and contact Subscriber as needed in connection with Subscriber's transactions.

6.3 When Subscriber purchases a Subscription and/or other Services on a subscription basis, Subscriber acknowledges and agrees that Subscriber is authorizing recurring payment, and payments shall be made to Actee, by the method Subscriber has chosen at the recurring intervals chosen by Subscriber, until the Subscription and/or other Services is terminated by Subscriber or by Actee. By authorizing recurring payments, Subscriber authorizes Actee to process such payments as either electronic debits or fund transfers, or as drafts from Subscriber's designated account. Subscription fees are generally billed or charged at the beginning of the applicable subscription period. Actee reserves its right to suspend the Subscriber's access to the Sub-Domain, the LM Concept and/or Actee's Apps, if the Subscriber repeatedly fails to pay amounts on time. If any payment is returned unpaid, or if any credit card or similar transaction is rejected or denied, Actee and its service providers reserve the right to collect the missing payment and to suspend any further use of the Sub-Domain, the LM Concept and/or Actee's Apps until the subscription payment plus accrued default interest and collection costs due to the delayed payment has been received.

6.4 Unless otherwise provided by law, purchase of Subscriptions and/or other Services are final and non-refundable. If Subscriber believes that Actee has charged Subscriber in error, Subscriber must contact Actee within 90 days of such charge. No refunds will be given for any payments more than 90 days old. Actee reserves the right to issue refunds or credits at our sole discretion. If Actee issues a refund or credit, Actee is under no obligation to issue a refund similar payments in the future. This refund policy does not affect any statutory rights that may apply.

6.5 Actee may change the price of the Subscription and/or other Services at any time. If Subscriber has a recurring purchase, Actee will notify Subscriber by email at least 15 days before a change of prices. If Subscriber does not agree to the change of price, Subscriber must cancel and stop using the Subscription and/or other Services before the price change takes effect, as otherwise the price change will be deemed to have been accepted by Subscriber.

## **7. SUPPORT**

Basic Support is included in the Subscription Fee. Actee accepts online support questions via e-mail or via the Actee App 24 hours per day, 7 days per week. Responses are provided during support hours only, which are stated on the Website. Actee attempts to respond to support questions within one business day, but Actee does not promise or guarantee any specific response time and encourages the use of Actee's online help desk, which can be found at [support@Actee.com](mailto:support@Actee.com).

## **8. DISCLAIMER AND INDEMNITY**

### **8.1 Disclaimer - No warranties**

Any use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps and the Services provided via any of these platforms, as well as any content of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps is subject to the Disclaimer available on Actee's Website. Before using the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, Subscriber should carefully read the Disclaimer.

### **8.2 Indemnity**

Actee will indemnify and hold harmless Subscriber against any direct damages, including costs that may be awarded or agreed in respect of claims that use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps infringes the copyright or other intellectual property rights of any third party, on condition that Subscriber:

8.2.1 promptly notifies Actee of any such claim;

8.2.2 makes no admission whether written or oral in respect of any such claim; and

8.2.3 gives Actee full control of any negotiations or litigation in respect of such claim.

The Subscriber agrees to indemnify and hold harmless Actee and its directors, officers and employees from any and all claims for damages whereby Actee has been found liable to any third party for Subscriber's use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps or their Services in violation of the policies, instructions and guidelines provided by Actee.

## **9. LIABILITY**

9.1 In no event will either Party be liable to the other Party for any claims, suits, causes of action, and/or liability from business interruption; loss of revenue, loss of income, loss of profit or anticipated savings, loss of contracts or business opportunities, and loss of interest; loss of use; loss by reason (in whole or in part) of suspension of operations and/or shutdown; or from any special, incidental, indirect, exemplary, punitive, or consequential damages, regardless of whether based on breach of contract, breach of warranty, tort (including, but not limited to, liability due to negligence or due to strict liability), or otherwise, even if such Party has been advised of the possibility of such damages.

9.2 Without limitation to clause 9.1, in the event that Actee is held liable for a Subscriber's loss or damage, Actee's total maximum liability for all damages, losses and causes of action whether in contract, tort (including but not limited to, liability due to negligence or due to strict liability) or otherwise shall in no event exceed the lesser of (i) the amount paid by Subscriber to Actee during the last 12 months prior to the incident that caused the loss, if any, or (ii) DKK 100,000 per year.

## **10. CONFIDENTIALITY AND PRIVACY**

### **10.1 Subscriber's confidentiality obligations**

Subscriber may not share or disclose its User ID or passwords with others or grant others access to the contents of the restricted parts of the designated Sub-Domain, the LM Concept and/or Actee's Apps

Subscriber's obligation of confidentiality applies for the term of the Subscription and for a period of three (3) years thereafter.

The Subscriber may disclose Confidential Information only to those of its employees or suppliers who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee or supplier, such employee or supplier shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the confidentiality terms of these Terms of Subscription and the Terms of Use. In any event, the Subscriber shall be responsible for any breach of the confidentiality provisions of these Terms of Subscription and the Terms of Use by any of its employees or suppliers.

The Subscriber shall use the same degree of care to avoid disclosure of Confidential Information of the disclosing Party as the Subscriber employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

### **10.2 Actee's confidentiality obligations**

Actee shall keep information of Subscriber's business, which is generated through the Subscriber's use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps confidential, and shall not, except as expressly permitted by these Terms of Subscription or as required by law or court order, disclose it wholly or Partly to any third party without the prior written consent of the Subscriber, except to the extent that such information:

10.2.1 is trivial or obvious;

10.2.2 is or comes into the public domain through no fault of Actee; or

10.2.3 already was in Actee's possession before disclosure by the Subscriber to Actee.

The aforesaid notwithstanding, Actee shall be entitled, on an anonymized basis, to share information about particular features and ways of use of the Sub-Domains, the LM Concept, and/or Actee's Apps by one Subscriber with other subscribers, including any features or functionalities developed by Actee at the request of one Subscriber.

#### 10.3 Registration Information and Privacy

Registration is required for Subscriber to access and use the restricted parts of the Sub-Domains, the LM Concept and/or Actee's Apps. Subscriber must provide certain current, complete, and accurate information about Subscriber as prompted to do so by the Website, the Sub-Domains, the LM Concept and/or Actee's Apps ("Registration Information"), and maintain and update such Registration Information as required to keep the information current, complete and accurate. Subscriber warrants that its Registration Information is accurate and current, and that Subscriber is authorized to provide such Registration Information. Subscriber authorizes Actee to verify Subscriber's Registration Information at any time. If any Registration Information that Subscriber provides is untrue, inaccurate, not current or incomplete, Actee retains the right, in its sole discretion, to suspend or terminate Subscriber's rights to access the restricted parts of the Sub-Domains, the LM Concept and/or Actee's Apps.

To enable Actee to use information that Subscriber supplies to Actee and so that Actee is not violating any rights that Subscriber might have in that information, Subscriber hereby grants to Actee a non-exclusive license to (i) convert such information into digital format such that it can be read, utilized and displayed by Actee's computers or any other technology currently in existence or hereafter developed capable of utilizing digital information, and (ii) combine the information with other content provided by Actee, in each case by any method or means or in any medium whether now known or hereafter devised. Actee's gathering and dissemination of personal information provided by Subscriber is subject to Actee's Privacy Policy which is available on the Website.

To the extent that Subscriber uses third-Party data controllers or data processors in connection with use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps and shares personal information with any such third-party data controllers or data processors, whether it is done directly or via the Subscriber's use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, the Subscriber shall be responsible and liable towards both the owners of such personal information as well as towards any competent authority for such dataprocessing, sharing and storage of personal information, and shall indemnify Actee against any claim by such third parties, owners of the personal information and/or competent authorities.

Actee's and the Subscriber's collection, processing and storage of personal information shall, in addition hereto, be subject to the terms of Actee's Data Processing Agreement that is available on the Website.

#### 10.4 Monitoring

Subscriber acknowledges that Actee and its designees reserve the right to, and may from time to time, monitor any and all activity on the Website, the Sub-Domains, the LM Concept and/or Actee's Apps by Subscriber to ensure that Subscriber is in compliance with the Terms of Subscription.

#### 10.5 Return of Confidential Information

Upon the termination or expiration of the Subscription for any reason, or upon Actee's request, Subscriber shall return to Actee all of Actee's property and/or Confidential Information in tangible form that the Subscriber may have in its possession or control.

Similarly, all Confidential Information in digital or electronic form that is in Subscriber's possession or control shall be permanently deleted.

#### 10.6 Injunctive Relief

Subscriber acknowledges that use by it or communication of Actee's Confidential Information to any third party could cause immediate and irreparable harm to Actee for which money damages would be an inadequate remedy.

Therefore, Actee will be entitled to injunctive relief for Subscriber's breach of any of its obligations hereunder without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such breach, but shall be in addition to all other remedies available at law or in equity.

#### 10.7 Publicity/marketing

Subscriber grants Actee the right to add the Subscriber's name and company logo to Actee's reference list.

### 11. INTELLECTUAL PROPERTY RIGHTS

#### 11.1 Ownership

The Website, the Sub-Domains, the LM Concept and/or Actee's Apps, as well as any modification, is the property of Actee and/or its various third-Party providers and distributors. To the extent that Actee develops modifications to the Website, the Sub-Domains, the LM Concept and/or Actee's Apps at a Subscriber's request, Actee shall retain full ownership to any such modification, regardless of which Party bears the cost of such development, unless otherwise agreed in writing.

Any modification, improvement or other change to the Website, the Sub-Domains, the LM Concept and/or Actee's Apps may be shared with any other Subscriber or User, provided however that disclosure can take place without unauthorized disclosure of Confidential Information belonging to the Subscriber.

#### 11.2 Subscriber Information and Own Tools

Ownership to information made available by the Subscriber through the Website, the Sub-Domains, the LM Concept and/or Actee's Apps remains with the owner of such information, regardless of whether the information has been compiled by the Sub-Domains, the LM Concept and/or Actee's Apps through automatic data-collection from publicly available sources, or whether the information has been uploaded by a Subscriber.

Similarly, the ownership of games and other training tools that the subscriber itself develops through the use of the Sub-domains, the LM concept and/or Actee's Apps ("Own Tools"), remains with the Subscriber, and may be used for training of employees who are affiliated with the Subscriber or other companies in the Subscriber's group. However, such Own Tools may not be transferred or otherwise disclosed to others for use through or in conjunction with the Sub-Domains, the LM Concept and/or Actee's Apps or any copy thereof.

The aforesaid notwithstanding, information, games and tools developed by Actee, whether on the basis of information provided by others or otherwise, as well as all intellectual property rights related to the format in which information, games and tools is presented on the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, is the property of Actee, and may not be used by others, other than in connection with the Subscriber's and its employees' normal use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps.

By submitting information, games, tools and/or other content to Actee for the purpose of making them available and visible to Users of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, Subscriber grants to Actee a perpetual, royalty-free, worldwide and non-exclusive license to disclose and use such information, games, tools and/or other content or any part thereof, in any way that Actee decides.

By submitting any information, games, tools and/or other content to Actee, Subscriber represents and warrants that the information, games, tools and/or other content is owned by the Subscriber or that the Subscriber has the right to submit such information, games, tools and/or other content, that no one else has any rights in the information, games, tools and/or other content and that Actee is free to use the information, games, tools and/or other content if it so desires, as provided or as modified by Actee, without obtaining permission or license from any third party.

#### 11.3 Copying, printing, etc.

Except as stated herein, or where the content is already owned by the Subscriber, none of the content of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or other-wise, without the prior written permission of Actee or the relevant copyright owner, except as set out below in respect of Own Tools. However, Subscriber may print and/or download information available on the Sub-Domains, the LM Concept and/or Actee's Apps for its own personal use in relation to the purpose of the Sub-Domains, the LM Concept and/or Actee's Apps, at all times subject to, without prejudice to, and without waiving or otherwise affecting Actee's or the content owner's copyright, trademark and/or other proprietary rights. In so doing, Subscriber may not modify the information and Subscriber agrees to retain all copyright and other proprietary notices contained in the materials. This permission does not give Subscriber any ownership rights in the information and/or documentation, except to the extent that the information is already owned by the Subscriber. This permission terminates automatically if Subscriber breaches any of the Terms of Subscription.

In respect of Own Tools, the Subscriber is entitled at any time to copy and download such Own Tools and to use them in accordance with clause 11.2 above. Likewise, Actee is permitted to use the Own Tools towards other Customers, in an anonymized form.

#### 11.4 Infringements

The Subscriber shall promptly notify Actee of any and all infringements, imitations, simulations or other illegal use or misuse of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps which come to the Subscriber's attention. As the sole owner of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, Actee shall determine whether to take any action to prevent infringement, imitation, simulation or other illegal use or misuse of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps. If Actee elects not to take such action, the Subscriber may take such action at the Subscriber's own expense if it has received Actee's prior written approval to take such action. Actee's written consent will only be granted if the infringement affects the Subscriber's rights. In such event, Actee shall, at the Subscriber's expense, co-operate in such action with the Subscriber. Any money recovered by way of damages or otherwise with respect to such action shall be kept by the Party which bore the costs of such action; or, in any case where the Parties have shared the costs, such money shall be shared in proportion to the costs borne by each Party.

Where a third party's infringement concerns the Subscriber's content on the designated Sub-Domain, it is within the sole authority of the Subscriber to initiate any measures to prevent infringement, imitation, simulation or other unlawful use or misuse of the content.

The Subscriber shall render Actee reasonable assistance in connection with any matter pertaining to the protection, enforcement or infringement of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, whether in the courts, arbitration, administrative or quasi-judicial agencies, or otherwise.

## 12. ASSIGNMENT

Subscriber may not without prior written consent by Actee assign or otherwise transfer the Subscription or any rights and obligations attached thereto, or any part thereof, to any third party.

Actee may transfer its rights in the Website, the Sub-Domains, the LM Concept and/or Actee's Apps and its content, or any parts thereof, to a third party.

## 13. RECORDING OF AGREEMENT

Subscriber agrees to assist Actee in recording this Subscription agreement with appropriate government authorities or third-party hardware or software vendors where such recording is



required by law or regulation or by contract, or where such recording is permitted or desired by Actee.

All costs associated with recording Subscription agreement and the rights granted herein, including renewal fees, shall be borne by Actee. The decision to register, maintain, or renew the registration will be made by Actee in its sole discretion.

#### **14. TAXES**

The Fees for the Subscription do not include any taxes, duties, charges or other withholdings levied against such payments. Accordingly, Actee is entitled to add such claims to the demands for payment to the Subscriber.

Subscriber shall furnish to Actee a tax receipt or certificate for its payment of any such taxes, duties, charges or other payments paid on behalf of Actee by Subscriber when Subscriber is required by applicable law or treaty to make such payments to the taxing government, to the extent that Actee is not under a regulatory obligation to charge these together with the Subscription payments.

#### **15. EXPORT CONTROL AND TRADE RESTRICTIONS**

Sale of certain products and services may be subject to export or trade restrictions or embargoes. Likewise, transactions with certain individuals or corporations may be subject to restrictions under applicable laws.

It is the sole responsibility of Subscriber to ensure that its transactions comply with applicable export or trade restrictions or embargoes.

Subscriber undertakes to indemnify and hold harmless Actee from any claim or legal action against Actee, incl. legal cost, as a consequence of Subscriber's transactions in violation of applicable export or trade restrictions.

#### **16. FORCE MAJEURE**

Either Party shall be excused from liability for any delay or failure in performance required under the Subscription agreement if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lockouts or other serious labor disputes, riots, earthquakes, floods, explosions, epidemics, or other acts of nature, or computer hacking.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume. In the event the interruption of the excused Party's obligations continues for a period in excess of sixty (60) calendar days, either Party shall have the right to terminate the Subscription agreement upon seven (7) calendar days' prior written notice to the other Party.

#### **17. TERM AND TERMINATION**

##### **17.1 Term**

The Subscription shall commence on the Effective Date and shall continue until terminated pursuant to these Terms of Subscription.

##### **17.2 Termination by Subscriber**

The Subscription may be terminated by Subscriber by giving 90 days' written notice to Actee. Termination shall take effect from the end of the subscription period in which the notice of termination was given.

### 17.3 Termination by Actee

Actee may, in addition to termination provisions agreed in the Terms of Subscription, terminate or, at its discretion, suspend the Subscription:

17.3.1 forthwith if Subscriber fails to pay any payment on the due date;

17.3.2 forthwith if Actee in its discretion determines that Subscriber's use of the the Website, the Sub-Domains, the LM Concept and/or Actee's Apps is in violation of clause 4.4 herof or clause 5.3 of the Terms of Use, if Actee in its discretion determines that the purpose of the Subscription is for the Subscriber to wholly or partly gather information or data about the restricted parts of the Sub-Domains, the Sub-Domains, the LM Concept and/or Actee's Apps, about other Subscribers and/or of Users, or if the Subscriber otherwise conducts its business in a way that may have an adverse effect on Actee's and/or its sub-suppliers' and/or sub-data processors' business or reputation.

17.3.3 if Subscriber breaches any terms of these Terms of Subscription other than in sub-clause 17.3.1 and sub-clause 17.3.2 above, by giving 30 days' written notice to Subscriber;

17.3.4 by giving 60 days' written notice to Subscriber.

### 17.4 Change of control

If Subscriber, following a transfer of ownership or control over the business, comes under the control of a third party that is a competitor to Actee, Actee shall have the right immediately upon such change of control to terminate the Subscription and to disconnect and bar any further access to the restricted parts of the Sub-Domains, the LM Concept and/or Actee's Apps. In such instance the terms of clause 17.5 shall apply.

### 17.5 Effect of Termination

Upon termination or expiry of the Subscription, Actee may, without prior notice and without incurring any liability as a consequence thereof, immediately remove or block Subscriber's User account, so that further use the restricted Parts of the Sub-Domains, the LM Concept and/or Actee's Apps is prevented.

Subscriber shall, at the option of Actee, within five working days of Termination either, return to Actee any material that it has received due to or in its capacity as a Subscriber, including any copy thereof, or – at Actee's sole discretion - certify in writing to Actee that any material that it has received due to or in its capacity as a Subscriber, and any copy thereof, have been destroyed.

## 18. RIGHTS OF THIRD PARTIES

No third party who is not a party to the Subscription shall have any right under or be entitled to enforcement of any part of the Subscription or the terms of the Subscription.

## 19. LAW AND VENUE

The Subscription as a whole, including these Terms of Subscription, the Terms and Use, and the Disclaimer, shall be governed by and construed exclusively under Danish law without regard to the conflicts of law rules of Denmark or any other jurisdiction and any dispute between the Parties which cannot be settled amicably shall be subject to the sole and exclusive jurisdiction of the District Court of Copenhagen, Denmark, subject to normal appeal under applicable Danish law.