

## TERMS AND CONDITIONS AND PRIVACY POLICY

Vocean AB ("**Licensor**") runs and operates Software, and offers licenses to Software on the terms and subject to the conditions set out in these Terms and Conditions. Accessing Software or authorizing or permitting anyone to access or use Software, shall be understood as an acceptance to be bound by these Terms and Conditions, including the Privacy Policy and Personal Data Processor Agreement set forth herein,, as they may stand from time to time. If you ("**Licensee**") accept these Terms and Conditions on behalf of a company, organization or another legal entity (an "**Entity**"), these Terms and Conditions shall be applied between Licensor and such Entity, and you represent to Licensor that you have the authority to bind such Entity to these Terms and Conditions, in which case the term "**Licensee**" herein shall refer to such Entity and not to you. If you do not have such authority, or if you do not agree with these Terms and Conditions, you must not accept these Terms and Conditions and may not use the Software or any service provided hereunder.

Updates to these Terms and Conditions, including the Privacy Policy and Data Processing Agreement, are published on [www.vocean.com](http://www.vocean.com). Licensee's continued use of the Software following the posting of changes to these Terms and Conditions, including the Privacy Policy and Data Processing Agreement, shall be deemed as Licensee's acceptance of those changes. The Terms and Conditions were last updated on 2018-12-10.

### DEFINITIONS

The following terms are defined thus:

"**Authorized User**" refers to a person authorized to use the Software on behalf of the Licensee, directly specified to Licensor by Licensee as set out in section 4.3 below.

"**Terms and Conditions**" refers to these terms and conditions, including the Privacy Policy and Personal Data Processor Agreement, as well as any and all attachments thereto.

"**Licence**" refers to the right to access and use the Software and to receive updates and support for the Software as set out by these Terms and Conditions, pursuant to section 1.1.

"**Licensee Data**" refers to any and all data entered into the Software by Licensee or Authorized user.

"**Licence period**" refers to the time period for which Licensor has agreed to provide a Licence to Licensee subject to Licensee's payment of the licence fee.

"**Licence plan**" refers to the scope of the Software Licensed, e.g. the specification of a software or app or other product or service, which the Licensor offers to the Licensee individually or as a part of a package, and the specification of the licence fee payable for the Licence.

"**Party**" refers to Licensor or to Licensee, respectively.

"**Parties**" refers to Licensor and Licensee collectively.

"**Personal Data**" refers to the meaning attributed to it in the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)

"**Software**" refers to any cloud solution provided by Licensor, including but not limited to the online platform Vocean, Apps distributed by Licensor, or any other product, and to services provided by Licensor, to which Licensee has access pursuant to a License granted by Licensor under section 1.1.

### 1. GENERAL LICENSE INFORMATION

**1.1** Licensor hereby grants to Licensee a limited right to access and use the Software and to access and use support as set out by these Terms and Conditions during the Licence period, pursuant to the Licence plan agreed between the Parties.

**1.2** Licensee is entitled to an extension of the License period without any additional cost to the Licensee, if the License cannot be used because of:

a) Software failure in accordance with section 5.1, or

b) Software restriction in accordance with section 7.1 (collectively referred to below as "Error").

**1.3** Licensee is only entitled to an extension of the Licence period at no additional charge under section 5.1 or 7.1, if the Error lasts for more than ten (10) working days and Licensee addresses a claim to

Licensor of an extension of the License period within thirty (30) business days of the Error being rectified. The extension of the License period shall be no longer than the total number of days of which the Licence could not be used due to the Error.

**1.4** Any data Licensee enters into the Software and any configurations or customizations made to the Software by or for Licensor, during Licensee's free trial will be permanently lost unless Licensee purchases a Licence to the same Software as covered by the trial, or exports such service data, before the end of the trial period.

## **2. GENERAL SOFTWARE INFORMATION**

**2.1** Licensor shall:

- a)** from the agreed start date, assist with the setup of the Software and provide the Software to Licensee with the service levels specified for the Software in these Terms and Conditions. Assistance with the setup will be provided in the form of access to the Vocean help centre or email support available to Licensee;
- b)** otherwise provide the Software in a professional manner;
- c)** provide support regarding the use of the Software according to these Terms and Conditions;
- d)** correct faults in the Software pursuant to these Terms and Conditions, as well as
- e)** ensure that the Software complies with applicable legal and contractual requirements.

## **3. LICENSEE COMMITMENT**

Licensee shall:

- a)** provide Licensor with the information required for the setup of the Software if requested by Licensor, review actions, make decisions and otherwise continue to provide the information requested by Licensor in order for Licensor to fulfil its obligations under the Terms and Conditions;
- b)** have a working internet connection, equipment and software required to be able to use the Software, and have access to the other services required to use the Software;
- c)** ensure that Licensee's data is (i) free from viruses, trojans, worms or other harmful software or code, (ii) in an agreed format, and (iii) not, intentionally, going to otherwise damage or negatively affect the Licensor's system or Software.

## **4. LICENSEE'S USE OF SOFTWARE**

**4.1** Licensee is granted the non-exclusive right to use the

provided Licences and Software solely for Licensee's own use.

**4.2** Licensee may not copy, decompile or otherwise modify the supplied Software to any extent other than that permitted by law. Licensee may not transfer or sublicense their rights.

**4.3** Licensee is responsible for specifying each Authorized user to Licensor, and for keeping Licensor updated on its number and specifics of Authorized users of the Software. Licensee may not allow anyone other than Authorized user to use the Software. Licensee is fully responsible for all use of the Software by Authorized user, and undertakes to inform each Authorized user of these Terms and Conditions as they may stand from time to time. Any breach of these Terms and Conditions made by Authorized user shall be understood as a breach made directly by Licensee.

**4.4** The licensee hereby grants to Licensor a limited, non-transferable, non-exclusive, revocable and royalty-free license to use Licensee's trademarks and logos solely for the purpose of portraying such visual adjustments of the Licensee user profile as have been set up in the Software by Authorized person.

## **5. FAULTS AND DEFECTS IN THE SOFTWARE**

**5.1** Save as specifically exempt under section 5.2, in the event of a Software error that in a significant way causes Licensee to not be able to use the Software according to the services included in a Licence or Licence plan as agreed between the Parties, Licensor shall rectify the problem without delay and without charge to Licensor.

**5.2** Licensor is not responsible for errors caused by:

- a)** Licensee's use of the Software in any way other than as stated in the current documentation, Licensor's written instructions or according to these Terms and Conditions;
- b)** viruses or other external attacks;
- c)** flaws or bugs in the Software
- d)** circumstances for which Licensee is responsible.

## **6. CHANGES TO THE SERVICE**

**6.1** Licensor may make changes to the Software or how the Software is provided without prior notice to Licensee.

## 7. LIMITATION OF ACCESS TO THE SERVICE

**7.1** Licensor has the right to end or restrict access to the Software if the provision of the Software entails serious damage or risk of serious damage to Licensor. Licensor may not in connection to such measures take any other action than what is justifiable under the circumstances.

**7.2** Licensor shall notify Licensee as soon as possible of any restriction of access to the Software.

**7.3** Without affecting service levels, Licensor has the right to take action affecting the availability of the Software if required for technical, maintenance, operational or security reasons. Licensor shall take such action promptly and in such a way as to limit the disruption. Licensor shall notify the Licensee within a reasonable period of time before such action.

## 8. AVAILABILITY OF SUPPORT AND SOFTWARE

### 8.1 SOFTWARE

**a)** The Software must be available to Licensee for at least 99.5% of the total operational time during a calendar month.

**b)** Licensor has the right to exclude the following from total operational time of Software availability (exemptions):

(i) Scheduled maintenance windows or required maintenance windows communicated to Licensee at least one week before the occurrence, or other downtime at the request of Licensee or with Licensee's approval.

(ii) Downtime caused by Licensee or a third party for which Licensee is responsible.

(iii) Downtime caused by Licensee's software or system.

(iv) Circumstances as per paragraph 8.2.

**c)** Calculation of availability is based on total downtime (D), operational time (OT) and exemptions (E) as per section 8.1a and 8.1b. Availability is calculated using the following formula:

$$\text{Availability \%} = \frac{\text{OT} - \text{D}}{\text{OT} - \text{E}} \times 100$$

### 8.2 SUPPORT

**a)** Licensee has access to email support and the Licensor knowledge centre during support working hours between 08:30 - 16:30 (CET) Monday-Friday. Depending on the Licence plan agreed between the Parties, additional support such as phone support and chat support may be available under the Licence plan. Information on the support working hours are provided for the Licensee in the Software.

**b)** Support is closed (i) on all public holidays, pursuant to the Public Holidays Act (1989:253), (ii) on Saturdays and (iii) on Christmas Eve, New Year's Eve, days before public holidays and Midsummer's Eve, and as per the information provided by Licensor through the Software, Licensor's website or Licensor knowledge center.

**c)** Licensee can submit a support request to Licensor via the Licensor knowledge center, and send support requests to the support email provided in the Software.

**d)** The following Service Level Agreement (SLA) levels apply to a support request from Licensee to Licensor, received at the applicable email address as per section 8.2c:

*First response on support request in 80% of the cases within 48 hours during opening hours, as set out in sections 8.2a and 8.2b, and pursuant to the Licensor's undertaking of availability under section 8.1.*

Other SLA levels may apply if the Parties have agreed on a Licence plan with upgraded SLA and services.

**e)** Specific SLA times shall apply when Licensee receives a written confirmation from Licensor that Licensor has received the support request. It is only during support opening hours that the SLA levels apply and are calculated.

**f)** Licensee must restart the Software, update the Software, modify the Software, and assist as much as possible, if Licensor support considers this necessary to solve the problem or help troubleshoot. For the avoidance of doubt, any modification as indicated in this section shall always be considered as authorized by Licensor and thus not in violation of section 4.2 above.

## 9. INDEMNITY, FEES AND TERMS OF PAYMENT

**9.1** Licensor charges licence fees for use of the Software in advance.

**9.2** The fee shall be payable monthly, unless otherwise specifically agreed between the Parties. Invoices are payable in full within thirty (30) days after issuance, unless otherwise specifically agreed between the Parties. Licensor's failure to provide the Licensee with a timely invoice shall not prejudice Licensor's right to collect any fees owed by the Licensee.

**9.3** Subject to what is set out in Section 9.2, any default in payment that persists for longer than fortyfive (45) days will entitle Licensor, upon at least seven (7) days' prior written notice to the Licensee, to suspend the access of the Licensee and any Authorized user to the Software until such time full payment has been made. In the event of any late payment of the fees due under this Terms and Conditions, the Licensee shall be liable to pay interest on the amount of the late payment from the due date to the date of receipt by Licensor, at the maximum rate permitted under Swedish law.

**9.4** Licensor has the right to check that the number of Licences Licensee is charged for, is not less than the actual number of registered Authorized users, available activities or Software products or functions in the Software, under the agreed Licence. Licensor has the right to, within 180 days from the date of payment of the licence fee, charge Licensee for any difference between actual and licensed use during the recent 180 days. Where applicable, Licensee shall pay the difference in proportion to the actual number of Authorized users, activities or functions available throughout the Licence.

**9.6** The Licence is perpetual, and shall be renewed at the end of the License period, unless cancelled. Cancellation of a Licence must be made no later than three (3) months before the end of the License period, unless otherwise specifically agreed between the Parties.

## **10. INTELLECTUAL PROPERTY RIGHTS**

**10.1** Licensor owns all intellectual property rights in and to the Software.

**10.2** Licensor takes responsibility, and shall save, defend and hold Licensee and Licensee's employees, officers, and directors harmless, should Licensee's use of the Software infringe on third party copyright, patent or other intellectual property rights.

**10.3** Licensor's commitment as per paragraph 10 applies if:

**a)** Licensor, without undue delay, but no later than two (2) weeks after Licensee became aware of the alleged infringement, is notified in writing by Licensee of any claim alleged or action brought; and

**b)** Licensee has used the Software in accordance with these Terms and Conditions.

**10.4** In the event of an infringement of third party's intellectual property rights, Licensor has the right, at its own expense, to take over the dispute and bring proceedings on behalf of Licensee. Licensor, as far as legally possible and after consultation with Licensee, may then decide on the defense against such action and conduct negotiations concerning settlement or resolution.

**10.5** If an infringement is found to exist or it is likely that such an infringement exists Licensor shall at its own expense and according to Licensee's wishes:

**a)** ensure for Licensee the right that has been restricted by the infringement so that the Software can be used unhindered; or

**b)** replace or make any technical and other changes to Software, required to ensure that infringement as described above no longer exists and that Licensee may thereby use the Software in accordance with these Terms and Conditions.

**10.6** If Licensee intends to display information or third party information feeds through the Software for Licensee's own purposes, Licensee shall obtain written consent from that third party. If Licensee has not obtained such consent, Licensee shall hold Licensor harmless from all third party claims.

## **11. LICENSEE DATA**

Licensee owns and retains any and all rights to Licensee Data within the Software, and nothing herein shall be deemed as granting or transferring to Licensor any express or implied license or other right whatsoever to Licensee Data. Licensee is responsible for ensuring that the handling of Licensee data within the Software does not infringe on third parties' rights or otherwise violate applicable laws.

## **12. CONFIDENTIALITY**

**12.1** Each Party undertakes not to disclose any confidential information without the other party's prior written consent, for the duration of the Agreement and for a period of five (5) years thereafter. Any information, whether written or oral, including but not limited to any and all financial, technical marketing, commercial, legal or other information of whatever nature irrespective of whether such information has been or will be disclosed in writing, verbally or in any other form disclosed to the Party under this Agreement ("**Confidential Information**"). Licensor price information, as well as any other information which Party has indicated to be confidential, shall always be considered Confidential Information.

**12.2** Regardless of the above, the term Confidential Information shall not include any information which the Party receiving the information can clearly establish by documented evidence (i) was at the time of disclosure to it, in the public domain; (ii) was after disclosure of it, published or otherwise becomes part of the public domain through no fault or breach of the receiving Party; (iii) was known to the receiving Party prior to such disclosure, without any undertaking towards a third party to keep such information confidential; (iv) was provided to it from a third party who had a lawful right to disclose such information to it and which was disclosed by such third party without any obligation for the receiving Party to keep such information confidential; or (v) was independently developed by the receiving Party without use of the Confidential Information of the disclosing Party

**12.3** Any Party shall be entitled to disclose Confidential Information in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or if such disclosure is otherwise required by law or by any binding applicable stock exchange rules, provided that the party shall first, to the extent possible, notify the other Party of the required disclosure and make reasonable efforts to reduce any damage to the other Party resulting from such disclosure.

**12.4** The Parties undertake to ensure that any person, including any subcontractor or other third party, given access to Confidential Information will comply with the confidentiality undertakings set out in this Agreement.

**12.5** When Licensee no longer uses any Software, service or Licence from Licensor or one Party receives a reasonable request from the other Party, the Party shall without undue delay return all Confidential Information to the other Party and provide a written certificate stating that it has destroyed or returned all documents and other property belonging to the other Party.

### **13. LIMITATION OF LIABILITY**

**13.1** If Party is prevented from fulfilling its obligations under the terms and conditions due to circumstances which the Party could not reasonably have had control over, such as lightning strikes, labour conflicts, fire, government intervention and failure or delay in subcontractor services due to circumstances specified herein, this shall constitute an exemption which extends the performance period and grants immunity from damages and other possible penalties. In the event that execution of the agreement is to a substantial extent prevented for more than three (3) months due to the circumstances mentioned above, each party may, without any liability, withdraw in writing from any Agreement thereby affected.

**13.2** Should liability be incurred, unless intentional or gross negligence exists, party's liability per calendar year shall be limited to direct damage and to a total amount corresponding to 100 percent of the annual license fee to which Licensor is entitled excluding any liability based on any indemnity for which full liability shall apply.

**13.3** Unless intentional or gross negligence occurs, Party is not responsible in any case for loss of data, loss of profits or other indirect damage or loss including the other Party's liability to third parties excluding any liability based on any indemnity for which full liability shall apply.

**13.4** In order not to lose its right to compensation, Party shall make a claim to the other party within six (6) months from the date when the damage is discovered or should have been discovered.

### **14. CHOICE OF LAW AND DISPUTE SETTLEMENT**

**14.1** This Agreement shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

**14.2** If a Party considers that a dispute has arisen in respect of this Agreement, the Party shall give written notice to the other specifying the nature of the dispute. The Parties shall use reasonable endeavors and negotiate in good faith to resolve any dispute arising in respect of this Agreement.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, which cannot be amicably settled shall be finally resolved by arbitration in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce. The



seat of arbitration shall be Stockholm, Sweden and the language to be used in the arbitral proceedings shall be English unless the Parties agree otherwise. All costs for arbitration shall be borne by the losing Party.

Arbitral proceedings, information disclosed and documents submitted or issued by or on behalf of either Party or by the arbitrators in such proceedings, as well as decisions and awards made or declared in the course of such proceedings, shall be kept strictly confidential and may not be used for any other purpose than these proceedings, nor be disclosed to any third party without the prior written consent of the Party to which the information relates.

## 15. PREMATURE TERMINATION

**15.1** Each Party has the right to immediately terminate the Agreement

**a)** If the other Party substantially violates its obligations under the Agreement and has not taken corrective action within 30 days of a written request, addressed to the other Party with reference to this paragraph; or

**b)** If the other Party is bankrupt, entering into liquidation, initiating formal or informal business reconstruction or otherwise likely to be in a state of, or on its way to, insolvency.

## 16. PRIVACY POLICY

**16.1** This Privacy Policy addresses Licensor's processing, including the collection, use, maintenance and disclosure of Personal Data of Licensee, Authorized user and other persons being invited by an Authorized user to submit information for the purpose of use within the Software (each below a "User") of the Software. This privacy policy applies to the Software provided under these Terms and Conditions.

**16.2** All Licensor processing of Personal Data is in accordance with this Privacy Policy and current data protection legislation, such as the General Data Protection Regulation (EU) 2016/679 ("GDPR"). Licensor asks Users to carefully read this Privacy Policy before sharing any Personal Data with us.

**16.3** Licensor may collect Personal Data from Users in a variety of ways, including, but not limited to, when Users visit the Software and in relation to other activities, services, features or resources Licensor make available through the Software. Users may be asked to provide,

optionally as appropriate, name, email address, mailing address, personal options and phone number.

**16.4** In the event User declines to supply Personal Data, it may prevent them from using all Software functions otherwise available.

**16.5** Licensor may collect data about Users when they interact with Software. Such data may include the browser name, the type of computer and other technical information about Users, means of connection to our Software, such as the operating system and the Internet service providers utilized, and other similar information.

**16.6** Software may use "cookies" to enhance User experience. User's web browser places cookies on User's hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert User when cookies are being sent. With such settings, please note that some parts of the Software may not function at an optimum.

**16.7** Licensor may collect and use Personal Data to perform our contract with Licensee or, as regards Authorized users, because we have a legitimate interest in performing our contract with Licensee. Licensor may also collect and use Personal Data to comply with legal obligations, such as book-keeping.

**16.8** Licensor may collect and use Personal Data for the following purposes

**a)** to improve its services (information which the User provides helps Licensor respond to Licensee service requests and support needs more efficiently)

**b)** to improve Software and Software functions and Software reports (Licensor may use feedback you provide to improve our products and services)

**16.9** Licensor shall save Personal Data only for the time necessary to fulfill the purposes of Licensor's processing or for as long as required by law. Licensor does not perform any processing that includes automated decision-making (including profiling).

**16.10** Licensor may use the User's email address and telephone number to send User information and updates pertaining to their use of the Software and to provide support for the use of the Software. It may also be used to respond to User's inquiries, questions, and/or other

requests. User may be included in mailing and telephone list, and receive text messages and emails as regards updates, related product or service information, etc.

**16.11** Licensor is committed to adopting appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure, or destruction of Personal Data, including username, password, transaction information and data stored on our Software.

**16.12** Licensor does not sell, trade, or rent Users' Personal Data to others. Licensor may however share generic aggregated demographic information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above. Licensor may use third party service providers to help us operate our business and the Software, or to administer activities on our behalf, such as providing support, storage, process data and distribute Software.

**16.13** Under the GDPR, User has explicit rights to protect the integrity and freedom when others process User's Personal Data. If User wishes to exercise any such rights, it can easily be done by contacting Licensor (see contact details at the end of this document). If you believe our processing of your Personal Data is not in compliance with the GDPR, you have the right to lodge a complaint with *Datainspektionen*, which is the supervisory authority in Sweden.

## **17. LICENSEE DATA**

**17.1** Licensee retains all right to the Licensee Data and Licensor shall only use the Licensee Data in accordance with these Terms and Conditions and otherwise in order to fulfil its obligations to Licensee and/or to exercise its rights under these Terms and Conditions.

**17.2** Upon termination of the License Period, Licensee will not have access to the Software and Licensor will permanently delete and destroy the Licensee Data in accordance with Licensor' standard procedures for deletion of data, which inter alia includes (i) that Licensor reserves the right to permanently delete and destroy all copies of the Licensee Data the day following the last day of the License Period; and, (ii) that Licensor will, unless otherwise required by mandatory applicable law, permanently delete and destroy all copies of the Licensee Data within a reasonable timeframe, taking into account the backup and administrative procedures applied by Licensor from time to time. It is the sole

obligation of Licensee to ensure that it possesses necessary back-up of the Licensee Data that it desires to retain when the License is terminated.

**17.3** During the License Period, Licensee may export and download all Licensee Data from the Software. If Licensee requires assistance to export and download Licensee Data, Licensee shall provide a written request to Licensor no later than (fifteen) 15 days prior to the end of the License Period. Assistance will be provided against an administrative fee.

## **18. DATA PROCESSING AGREEMENT**

**18.1** In so far as any Licensee Data constitutes Personal Data, Licensee shall be the controller (determining the purposes and means of the Personal Data processing) and Licensor shall be the processor acting on Licensee's behalf. As processor, Licensor will only process Personal Data for the purpose of providing the Software to Licensee and in accordance with Licensee's written instruction. These Terms and Conditions comprise Licensee's complete instruction to Licensor for the processing of Personal Data and any changes to such instruction shall be agreed in writing between the Parties.

**18.2** Licensee shall take full responsibility for all Licensee Data and Personal Data, in particular Licensee's obligations under the applicable laws and regulations relating to privacy and data protection; in relation to the data subjects as well as in relation to authorities, and Licensee commits to being lawful, fair and transparent.

**18.3** If a data subject, the data protection authority, or any other third party requests information from Licensor regarding the processing of Personal Data, Licensor shall forward such request to Licensee. Licensee shall provide prompt and clear instructions to Licensor in respect of dealing with such request and Licensor will, if needed, provide reasonable assistance to Licensee.

**18.4** Licensor shall implement appropriate technical and organizational measures that are no less protective than Licensor's standard procedures for security and back-up, to protect Personal Data processed on behalf of Licensee. Licensor shall make its standard procedures for security and back-up available to Licensee upon request.

**18.5** If Licensor becomes aware of a security incident constituting a security breach and/or unauthorized

access to the Software which results in loss, disclosure, or change of User's Personal Data, Licensor will as soon as reasonably practicable notify User of such security incident. Following such incident Licensor shall, upon request by Licensee, promptly provide Licensee with all information and documentation that Licensor has available regarding the Software relating to the incident.

**18.6** Licensor commits to ensuring that all employees who process Personal Data are obligated to maintain confidentiality and that all employees are under obligation to keep company and trade secrets confidential and to handle data media and files with care.

**18.7** On a confidential need-to-know basis, Licensee shall upon request have a right to audit Licensor's processing of the Personal Data and such audit may be performed as agreed between Licensor and Licensee.

**18.8** Licensor shall at Licensee's cost provide Licensee with reasonable cooperation and assistance needed to fulfil Licensee's obligation under the GDPR to carry out a data protection impact assessment related to Licensee's use of the Software, to the extent Licensee does not otherwise have access to the relevant information, and to the extent such information is available to Licensor. Licensor shall provide reasonable assistance to Licensee in the cooperation or prior consultation with a Supervisory Authority in the performance of its tasks relating to these Terms and Conditions, to the extent required under the GDPR.

**18.9** Licensor shall, to the extent legally permitted, promptly notify Licensee if Licensor receives a request from a User to exercise the right of access, right to rectification, restriction of processing, erasure ("right to be forgotten"), data portability, object to the processing, or its right not to be subject to an automated individual decision making ("**Data Subject Request**"). Taking into account the nature of the processing, Licensor shall assist Licensee by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Licensee's obligation to respond to a Data Subject Request under data protection laws and regulations. In addition, to the extent Licensee, in its use of the Software, does not have the ability to address a Data Subject Request, Licensor shall upon Licensee's request provide commercially reasonable efforts to assist Licensee in responding to such Data Subject Request, to the extent Licensor is legally permitted to do so and the response to such Data Subject Request is required by law or regulation. Licensee shall compensate Licensor for any costs arising from Licensor's provision of such assistance.

**18.10** Licensee acknowledges and accepts that Licensor may enlist sub-contractor(s) to provide certain services, such as providing server hosting, and that such sub-contractor may be considered a sub-processor of Personal Data. Licensor shall with three (3) months' notice, via mail, inform Licensee of any changes of the sub-contractors used. Where Licensee does not accept a change, Licensee shall be entitled, within the aforementioned period of three (3) months, provided that the changes have a material adverse effect on Licensee, to terminate the License with immediate effect. Where this Agreement is not terminated by Licensee within the aforementioned time, Licensee shall be deemed to have accepted the change. The sub-processor shall only process Personal Data in accordance with Licensee's instructions and for the purpose of providing the Software and shall implement and maintain appropriate technical and organization measures to protect the Personal Data. Licensor shall be fully liable for the sub-processor's fulfilment of the aforementioned obligations. Except as set forth in this section 18.10, or as Licensee may otherwise authorize, Licensor will not transfer Personal Data to any third party. Personal Data shall only be processed in a country that has an adequate level of protection or special safeguards protecting the Personal Data and the rights of the data subject (e.g. within the EU/EEA).

**18.11** Licensee acknowledges that some functionality in the Software is dependent on the use of cookies or similar tracking. If Licensee use such functionality, Licensee shall comply with applicable laws and regulations.

**18.12** Licensee may contact the Licensor at the following address regarding matters relating to privacy and Personal Data: Vocean AB, Norra Industrivägen 1B, 824 34 Hudiksvall, Sweden.

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