

# LICENSE AND SERVICES AGREEMENT

Data: 2019-12-15

## Version OL1.0

This License and Services Agreement (the "Agreement") is between NORD HMS AS, Org. No. 918 113 231, registered office at Fredheimgutua 12, 2070 RÅHOLT, Norway ("Nord"), contact address: NORD HMS AS, Romerikssenteret, [Trondheimsvegen - Kløfta 86, 2040 KLØFTA](#), Norway, email: [post@nordhms.no](mailto:post@nordhms.no), and the person agreeing to this Agreement ("Client"). By clicking "I have read the Agreement and agree", and/or signing Your agreement for any Program and/or Services, and/or using any Program and/or Services, You (i) agree to this Agreement and the Privacy Policy defined below as a Client, (ii) confirm that You have read, become familiar with and understood the contents of this Agreement and accept the terms and conditions that apply, and (ii) agree with Nord for the transfer of Personal Data to processors.

If you are agreeing to this Agreement on behalf of a person, you represent that you have the authority to bind such person to the Agreement and the Privacy Policy, and, in such event, "You" and "Your" as used in this Agreement shall refer to such person. If you do not have such authority, or if you or such person do not agree to follow and be bound by the Agreement and the Privacy Policy, you shall not order Programs or Services, or use Programs or Services. Hereinafter Nord and the Client each referred to as a "Party" and collectively the "Parties".

Nord and the Client hereby agree, at a free will, as follows:

## 1. SUBJECT MATTER

1.1 This Agreement governs (a) access to and use of the Programs and (b) provision of Services. Nord makes available Programs for use and provides Services in accordance with this Agreement and Norwegian health, safety and environment laws within the boundaries of Nord's competence.

1.2 The Client has the sole responsibility and liability for implementation, compliance, control and consequences of provided Programs and/or Services as administration, recommendations, and/or suggested measures. The Client has the sole responsibility for all accidents, injuries and any violations of requirements of laws and regulations, as well as any other laws.

1.3 If the Client orders any Program, Nord grants to the Client during the Term a limited non-exclusive license to use the Program solely in accordance with this Agreement. This licence is non-transferable (subject to Section 12.4) and non-sublicensable.

## 2. PAYMENT

2.1 In consideration for the Programs and Services, the Client shall pay Nord all applicable Fees for the Programs and Services, in accordance with prices set forth by Nord in the currency indicated on the Invoice. Fees are non-refundable except as required by law or as otherwise specifically permitted in this Agreement. The Client authorises Nord to charge the Client for all applicable Fees using the Client's selected payment method. The Fees are subject to adjustment each year, with the month's written notice, in accordance with the change in the consumer price index.

2.2 The Client shall pay Nord invoices according to the payment terms set forth in the invoice. The Client shall pay Nord invoices according to the payment interval set forth in the Order Form, Nord invoices and/or otherwise specified by Nord. Nord may immediately suspend or terminate the Programs and/or Services if Fees or costs are overdue. The Client shall provide complete and accurate billing and contact information to Nord. In addition to any other forms of acceptance, the Client shall be deemed to have accepted the Services provided by Nord as appropriate if invoice for the Services has been paid.

2.3 Fees are exclusive of taxes and the Client is responsible for all Taxes. Nord will charge Taxes when required to do so. The Client shall pay Nord net of any applicable Withholding Taxes.

2.4 Nord may charge automatically for the renewal of Term and/or making the Programs available for use of the Client during each Renewal Term, unless the Client duly notifies Nord that the Client wants to terminate this Agreement in accordance with Section 4.3.

2.5 Nord may revise Program and/or Services rates by providing the Client at least 30 (thirty) calendar days' notice prior to the next charge; in such a case the Client can terminate the Agreement according to Section 9.3.

2.6 The Client shall also cover travelling expenses and hotel accommodation expenses related to provision of Services, if applicable.

2.7 Subject to mandatory provisions of Norwegian law, if the Client fails to duly and timely pay any amount payable by the Client under the Agreement, then the Client shall pay default interest of 0,25% per calendar day on any overdue amount, plus all expenses of collection. We may refer to a debt collection company in case of delays in payments, that will apply their charges. The Client undertakes to cover such debt collection company charges.

### 3. INTELLECTUAL PROPERTY RIGHTS

3.1 Except as expressly set forth in the Agreement, this Agreement does not grant the Client any Intellectual Property Rights in the Services, Programs or Nord trademarks and brand features.

3.2 Nord or its licensors retain all ownership and intellectual property rights to Materials, Programs and Services. Nord retains all ownership and intellectual property rights to anything developed by Nord and delivered to the Client under this Agreement resulting from the Services and/or Programs (including, without limitation, databases). If third party technology that may be appropriate or necessary for use with some Nord Programs (if applicable) is delivered by Nord, it is licensed to the Client under the terms of the specified third party technology license agreement and not under the terms of this Agreement. If such third party technology is delivered by a third party then the Client and such third party shall separately agree on the applicable license terms and Nord shall have no liability with respect to the use of such third party technology. The Client may not:

3.2.1 remove or modify any Program markings or any notice of Nord's or its licensors' proprietary rights, original titles, trademarks or copyright notices;

3.2.2 make the Programs, Materials, or deliverables resulting from the Programs and/or Services available in any manner to any third party;

3.2.3 contribute to or allow the Program to be decompiled or edited for the purpose of reconstructing the source code; and/or cause or permit reverse engineering (unless required by law for interoperability), disassembly or de-compilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs); or

3.2.4 disclose results of any Programs or Services performance and/or benchmark tests without Nord's prior written consent.

### 4. TERM AND TERMINATION. SUSPENSION

4.1 This Agreement shall remain in effect for the Term, and cannot be terminated before the end of the then-current Program Term and Service Term, except termination under provisions of Section 4.

4.2 Subject to terms and conditions of this Agreement and terms of payment in Section 2, Nord will provide the Services to the Client for the Services Term, and provide access to and make available for use of the Programs for the Program Term.

4.3 Following the Initial Term or a Renewal Term, the Agreement will be renewed automatically under the same terms and conditions (subject to provisions of this Agreement) for a Renewal Term, unless either Party gives the other written notice of termination 90 (ninety) calendar days prior to the expiry of the then-current Program and/or Services term. All Client's Program subscriptions and provision of access to and making available for use of the Programs to the Client under this Agreement will be renewed for each Renewal Term. Renewal does not imply any deferment of existing obligations.

4.4 Either Party may terminate this Agreement if: (i) the other Party is in material breach of the Agreement and fails to cure that breach within 30 (thirty) calendar days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 (ninety) calendar days. Nord may terminate this Agreement and suspend the Client's access to the Programs and/or Services if required to do so by law or for a violation by the Client of the Agreement.

4.5 If the Client terminates the Agreement, it shall to pay to Nord the following:

4.5.1 Any amounts due for Programs and/or Services rendered up to the end of the Term; and

4.5.2 Any unpaid amount under the Agreement remaining to the end of the then-current Program and Services term.

4.6 Effects of termination. If this Agreement is terminated: (a) except as set forth in this Section, the rights and licences granted by Nord to the Client will cease immediately; and (b) Nord will terminate (i) access to the applicable Client and End User accounts, (ii) access to any Programs, and (iii) Services to the Client. The following sections will survive expiry or termination of this Agreement: 2 (Payment), 3 (Intellectual Property Rights), 5 (Confidentiality), 8 (Third-party Requests), 4.6 (Effects of termination), 10 (Indemnification. Disclaimers and Limitation of Liability), 11 (Applicable Law) and 12 (Miscellaneous Provisions). Notwithstanding the foregoing, Section 8 (Third-party Requests) shall not survive termination if Nord has exercised a right to terminate the Agreement. The Client confirms its understanding that termination of this Agreement shall result in termination of all representation of the Client by Nord in any public institutions.

4.7 If a Client and/or an End User: (a) violates this Agreement and/or fails to duly and timely pay any amount payable by the Client under the Agreement and/or any Nord's invoice; or (b) uses the Programs and/or Services in a manner that Nord reasonably believes will cause it liability, Nord may suspend or terminate (a) the applicable Client and/or End User accounts, (b) access to any Programs, and/or (c) Services to the Client (including issuance of any course certificates and/or evidence of completion).

4.8 Notwithstanding anything in this Agreement, if there is a Security Emergency, Nord may suspend use of the Programs and/or Services automatically.

## 5. CONFIDENTIALITY

5.1 The Agreement, subject matter and contents of this Agreement as well as all information related to negotiations between the Parties, execution and/or performance of this Agreement and other matters foreseen in this Agreement, including any written, oral or any other information obtained in any way from any Party, as well as any details regarding the Client's and Nord's business, including, without limitation any information regarding any of the Client's and Nord's customer information, business plans, or price points (the "Confidential Information"), shall be deemed to be confidential, and subject to the exceptions listed below, each Party is prohibited from, at any time, (i) disclosing or using to the detriment of the other Party all or any part of such information, (ii) making copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for own use or for others, and (iii) using Confidential Information other than solely for the benefit of Nord, unless:

5.1.1 the disclosure or use is necessary in order to allow any Party to comply with any Laws to make any announcement or to provide information to any public authority, provided, however, that such Party will consult with the other Parties insofar as it is reasonably practicable before complying with such requirement;

5.1.2 the disclosure is required for (a) purposes of any judicial or arbitration proceedings arising out of or in connection with this Agreement; (b) protection of the rights and lawful interests of the Client; and/or (c) determination and/or recovery of fees and/or costs payable to Nord;

5.1.3 the disclosure to employees of the Party to which the Parties disclose information seeking to make and/or perform this Agreement and fulfil the obligations undertaken hereunder, assuring that such employees maintain confidentiality to the same extent as the disclosing Party is obligated to hereunder. Nord may disclose the Confidential information to its subcontractors specified in Section 12.4 and its contractors;

5.1.4 if due the nature of such information the disclosure has no potential of harming the interests of the Client (e.g. information about provision of Services or Programs to the Client on a website of Nord);

5.1.5 the other Party has given prior written approval to the disclosure or use the information that is already in the public domain for reasons other than the breach of its obligations by any Party.

## 6. CERTAIN CLIENT OBLIGATIONS

6.1 The Client may specify End Users as Administrators via the Administrative Console. The Client is responsible for maintaining the confidentiality of passwords and Administrative Accounts, and managing access to Administrative Accounts. Nord's responsibilities do not extend to the internal management or administration of the Programs and/or Services for the Client.

6.2 The Client shall prevent unauthorised use of the Programs and/or Services by its End Users and terminate any unauthorised use of or access to the Programs and/or Services. End User Accounts may only be provisioned, registered and used by a single End User. The Client shall notify Nord promptly of any unauthorised use of or access to the Services.

6.3 The Client shall not: (a) sell, resell or lease the Services or Programs; (b) use the Services or Programs for activities where use or failure of the Services or Programs could lead to physical damage, death or personal injury; (c) reverse engineer the Services or Programs, or attempt or assist anyone else to do so, unless this restriction is prohibited by law; (d) use the Services or Programs, including the export or re-export of Customer Data, in violation of Export Control Laws; or (e) establish a Nord account as an individual for personal, family or household purposes.

6.4 The Client and its End Users must use the Programs and/or Services in compliance with the Agreement. The Client is responsible for use of the Services by its End Users. The Client shall comply with laws and regulations applicable to the Client's use of the Programs and/or Services. The Client shall not take any action that would cause Nord to violate EU Data Protection Laws, the US Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act of 2010, or any other applicable anti-bribery, anti-corruption or anti-money laundering laws. The Client must satisfy itself that: (i) the Programs and/or Services are appropriate for its purposes, taking into account the nature of the Customer Data; and (ii) the technical and organisational requirements applicable to Nord under EU Data Protection Laws are satisfied by this Agreement. The Client shall obtain and maintain from End Users any consents necessary to allow Administrators to engage in the activities described in this Agreement and to allow Nord to provide the Programs and/or Services.

6.5 If the Client uses any third-party services or applications with the Products and/or Services: (a) Nord will not be responsible for any act or omission of the third party, including the third party's access to or use of Customer Data; and (b) Nord does not warrant or support any services provided by the third party.

6.6 The Client agrees not to misuse the Programs and/or Services or help anyone else to do so. For example, you must not even try to do any of the following in connection with the Programs and/or Services:

6.6.1 probe, scan, or test the vulnerability of any system or network;

6.6.2 breach or otherwise circumvent any security or authentication measures;

6.6.3 access, tamper with, or use non-public areas or parts of any Programs, or shared areas of any Programs you haven't been invited to;

6.6.4 interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Programs;

6.6.5 access, search, or create accounts for any Programs by any means other than our publicly supported interfaces (for example, „scraping“ or creating accounts in bulk)

6.6.6 send unsolicited communications, promotions or advertisements, or spam;

6.6.7 send altered, deceptive or false source-identifying information, including „spoofing“ or „phishing“;

6.6.8 promote or advertise products or services other than your own without appropriate authorization;

6.6.9 circumvent storage space limits;

6.6.10 sell any Program and/or Services;

6.6.11 harass or abuse Nord personnel or representatives or agents performing services on behalf of Nord;

6.6.12 violate the law in any way, including storing, publishing or sharing material that's fraudulent, defamatory, or misleading; or violate the privacy or infringe the rights of others;

6.6.13 collect information and/or perform any other acts for benefit of competitors of Nord;

6.6.14 publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence or terrorist activity, including terror propaganda; advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual orientation, disability, or impairment.

## **7. DATA PROCESSING AND TRANSFER**

7.1 This Agreement constitutes the Client's instructions to Nord to Process Customer Data. Nord and its Sub-processors will only Process Customer Data to provide the Services and to fulfil Nord's obligations in this Agreement. The Client agrees that Nord and its Sub-processors may transfer, store and Process Customer Data in locations other than the Client's country. Nord will inform the Client of any legal requirement that prevents it from complying with the Client's instructions, unless prohibited from doing so by applicable law or on important grounds of public interest. The parties acknowledge that Customer Data may contain Personal Data, and a description of the Personal Data and further information about the Processing is set out in the Privacy Policy.

7.2 To the extent that Customer Data is subject to EU Data Protection Laws and is processed by Nord on the Client's behalf: (i) Nord will use and process Customer Data as the Client instructs in order to provide the Services and/or Programs and to fulfil Nord's obligations under the Agreement; and (ii) the Client agrees to the Privacy Policy with Nord for the transfer of Personal Data.

## **8. THIRD-PARTY REQUESTS**

8.1 The Client is responsible for responding to Third-party Requests via its own access to information. The Client shall seek to obtain information required to respond to Third-party Requests and shall contact Nord only if it cannot obtain such information despite diligent efforts.

8.2 Nord will make commercially reasonable efforts, to the extent allowed by law and by the terms of the Third-party Request, to: (i) notify the Client promptly of Nord's receipt of a Third-party Request; (ii) comply with the Client's commercially reasonable requests regarding its efforts to oppose a Third-party Request; and (iii) provide the Client with information or tools required for the Client to respond to the Third-party Request, if the Client is otherwise unable to respond to the Third-party Request. If the Client fails to respond promptly to any Third-party Request, Nord may, but will not be obligated to do so.

## **9. MODIFICATIONS**

9.1 If Nord believes the Services or Programs infringe or may be alleged to infringe a third party's Intellectual Property Rights, Nord may: (a) provide a non-infringing functionally equivalent replacement; or (b) modify the Services or Programs so that they no longer infringe.

9.2 Nord may automatically update the Programs and/or Services from time to time.

9.3 Nord may revise this Agreement from time to time and the most current version will always be posted on the Nord website. If a revision, in Nord's sole discretion, is material, Nord will notify the Client (by, for example, sending an email to the email address provided to Nord). Other revisions may be posted to Nord's terms page, and the Client is responsible for checking these postings regularly. By continuing to access or use the Services after revisions become effective, the Client agrees to be bound by the revised Agreement. If the Client does not agree to the revised Agreement terms, the Client may terminate the Agreement within 30 (thirty) calendar days after notice of the change has been emailed to the Client's email specified in this Agreement.

## **10. INDEMNIFICATION. DISCLAIMERS AND LIMITATION OF LIABILITY**

10.1 The Client shall indemnify, defend and hold harmless Nord from and against all liabilities, damages and costs (including settlement costs and reasonable legal fees) arising out of any Claim against Nord and its Affiliates regarding: (a) Customer Data; or (b) the Client's, or the Client's End Users', use of the Programs and/or Services in violation of this Agreement.

10.2 The Party seeking indemnification will notify the other Party promptly of the claim and cooperate with the other Party in defending the claim. The indemnifying Party will have full control and authority over the defence, except that: (a) any settlement requiring the Party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed; and (b) the other Party may join in the defence with its own legal representation at its own expense. The indemnities above are Nord and the Client's only remedy under this agreement for violation by the other party of a third party's intellectual property rights.

10.3 The Programs and Services are provided „as is“ to the fullest extent permitted by law without warranty of any kind. Neither Nord nor its affiliates and suppliers make any warranty of any kind all warranties, whether express, implied, statutory or otherwise, including without limitation, any warranties of merchantability, quality, fitness for a particular purpose, or non-infringement. Nord does not warrant that any Program will be error-free or function without interruption. To the fullest extent permitted by law, in no event will Nord be liable for (i) any indirect, incidental, special, exemplary, punitive or consequential damages, or (ii) damages for loss of profits, revenue, business, goodwill, anticipated savings, data or data use, (in each case whether direct or indirect) incurred by the Client or any third party, whether in an action in contract or other basis of liability (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent) or otherwise, even if Nord knew or should have known that such losses and/or damages were possible. Nord shall bear no liability for the outcomes resulting from the false data or other information provided by the Client (both in writing and orally). To the fullest extent permitted by law, Nord's entire liability for damages under this Agreement, whether in contract or other basis of liability, shall in no event exceed the lesser of NOK 10'000 (ten thousand Norwegian kroner) or the amount paid by the Client to Nord under the Agreement for the respective Service or Program during the twelve months prior to the event giving rise to liability.

## 11. APPLICABLE LAW

11.1 Before filing a claim against Nord, the Client agrees to try to resolve the dispute informally by contacting Nord via email specified above in this Agreement. Nord will try to resolve such a dispute informally by contacting the Client via email. If such a dispute is not resolved within 15 (fifteen) calendar days of submission, the Client or Nord may bring a formal proceeding.

11.2 The Agreement is governed by the laws of Norway and the Parties agree to submit to the exclusive jurisdiction of, and venue in, the courts of Oslo, Norway in any dispute arising out of or relating to the Agreement.

## 12. MISCELLANEOUS PROVISIONS

12.1 Nord's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found to be unenforceable, the remaining provisions of the Agreement shall remain in full effect and an enforceable term shall be substituted reflecting our intent as closely as possible.

12.2 This Agreement constitutes the entire agreement between the Client and Nord with respect to the subject matter of the Agreement, and supersedes and replaces any other prior or contemporaneous agreements, correspondence or terms and conditions applicable to the subject matter of this Agreement. The Privacy Policy and Nord's invoices to the Client (including ones that will be issued in future) are hereby incorporated into the Agreement by this reference. The Client agrees that any terms and conditions given by email and/or phone by the Client will not apply to this Agreement and are null and void. If Client or End Users are required to click through terms of service in order to use the Products and/or Services, those click through terms are subordinate to this Agreement and this Agreement will control if there is a conflict.

12.3 Notices must be sent via email, registered mail or overnight courier. Notices to the Client may be sent to the email address specified in the Agreement and are deemed given when sent. Notices to Nord may be sent to the email address specified in the Agreement and are deemed given when received. Each Party shall inform the other Party on changes of its contact details in the manner specified in this Section 12.3.

12.4 The Client may not assign or transfer this Agreement or any rights or obligations under this Agreement, and any such attempt will be void. Nord may assign this Agreement or any rights or obligations under this Agreement to any of its Affiliates or subsidiaries, or to any successor in the interest of any business associated with the Programs and/or Services, or in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of its assets without providing notice. This Agreement shall be binding on permitted assignees of the Parties. Nord may involve subcontractors in provision of Services and/or Programs. The Services and/or Programs provided by Nord's subcontractors shall be considered as provision of Services and/or Programs by Nord.

12.5 Nord and Client are not legal partners or agents, but are independent contractors. There are no third-party beneficiaries to this Agreement. Without limiting this Section, a Client's End Users are not third-party beneficiaries to Client's rights under this Agreement.

12.6 Each of the Parties to the Agreement shall bear all costs and expenses incurred or to be incurred by it in connection with the negotiations and conclusion of this Agreement.

12.7 The Client warrants to Nord that:

12.7.1 the Client has the legal capacity and all rights to enter into this Agreement and to perform its obligations under this Agreement, and has taken all required actions necessary to sign this Agreement. This Agreement and performance of this Agreement has been duly authorised by all relevant corporate bodies of the Client. The Agreement has been duly executed by the Client and constitutes the legal,

valid and binding obligations of the Client, enforceable against the Client in accordance with its terms; and

12.7.2 the execution of this Agreement and the performance of the obligations under this Agreement by the Client do not, and will not, conflict with, violate, or constitute a breach of (a) any law applicable to the Client, or (b) any agreement or instrument to which the Client is a party or by which it is bound, or (c) any order, judgment, decree or other restriction applicable to the Client.

## 13. FORCE MAJEURE

13.1 Except for Client's payment obligations, the parties are exempt from penalty for failure to perform certain obligations under this Agreement if such failure is caused by circumstances such as those listed below ("Force Majeure Event") and that these circumstances prevents, considerably complicates or delays the fulfilment of obligations. As a Force Majeure event shall be deemed, circumstances beyond Party's control such as government action or omission, new or amended legislation, conflict, embargo, fire, flood or accident of significant size. To the extent possible, Party shall be liable to take steps to mitigate the consequence of a Force Majeure Event.

13.2 If the Force Majeure Event continues for more than 90 (ninety) consecutive calendar days, either party is entitled to terminate this Agreement with immediate effect without incurring liability to the other Party.

13.3 For the party to be entitled to invoke the Force Majeure Event, the Party shall, in writing, without delay, notify the other Party, specifying when the Force Majeure Event occurred, what the event is, and, where possible, indicate when it can be expected to end.

## 14. DEFINITIONS AND INTERPRETATION

14.1 In this Agreement any reference to:

14.1.1 a person includes a reference to any natural or legal person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns;

14.1.2 a singular form includes a plural form and vice versa;

14.1.3 the word "includes" or "including" means "includes, but is not limited to" or "including, but is not limited to";

14.1.4 this Agreement includes a reference to its Appendices or any other supplements signed by the Parties;

14.1.5 Section, Subsection or Appendix (or any other supplement) is be a reference to Section, Subsection or Appendix (or any other supplement) of this Agreement;

14.2 In interpreting this Agreement there are no benefits or disadvantages to any of the Parties due to the fact that any of the Parties had or may have had the responsibility for drafting this Agreement. This Agreement is an instrument that was negotiated and prepared by all of the Parties hereto.

14.3 The headings of this Agreement are for convenience only and do not affect its interpretation.

14.4 Unless the context requires otherwise, the capitalised terms used in this Agreement shall have the meanings indicated below:

"Account Data" means the account and contact information submitted to the Programs and/or Services by the Client or End Users.

"Administrator" means the Client-designated technical End User who administers the Programs and/or Services to End Users on the Client's behalf. Administrators may be able to access, disclose, restrict or remove Customer Data in or from End User accounts.

Administrators may also have the ability to monitor, restrict or terminate access to End User accounts.

"Administrative Account" means the administrative account provided to the Client by Nord for the purpose of administering the Programs and/or Services.

"Administrator Console" means the online tool provided by Nord to the Client for use in administering the Programs and/or Services.

"Affiliate" means any entity that controls, is controlled by or is under common control with a Party, where „control“ means the ability to direct the management and policies of an entity.

"Claim" means a claim by a third party, including a regulatory penalty.

"Customer Data" means Stored Data, Account Data, messages, comments, structured data, photos and other content submitted to the Programs and/or Services by the Client or End Users.

"Effective Date" means the date this Agreement is concluded by the Client.

"End Users" means users of the Client's Program account. End Users may include the Client's employees, subject to requirements of the Agreement.

"End User Account" means a Nord hosted account established by the Client for an End User.

"Export Control Laws" means all applicable export and re-export control laws and regulations.

"EU Data Protection Laws" means, to the extent in force and applicable from time to time, those laws implementing EU Data Protection Directive (95/46/EC), the EU General Data Protection Regulation (2016/679) and any implementing laws.

"Fees" means the amounts invoiced to the Client by Nord for the Programs and/or Services.

"Initial Term" means the term for the Programs and Services beginning on the Effective Date and continuing for 36 (thirty six) month.

"Intellectual Property Rights" means current and future worldwide rights under patent, copyright, trade secret, trademark, moral rights and other similar rights.

"Materials" means materials provided or made available to the Client by Nord.

"Order Form" means the Nord's ordering pages in a Program for ordering a Program and/or Services.

"Personal Data", "Process" and "Processing" have the meaning given to those terms in the EU Data Protection Laws.

"Privacy Policy" means the privacy policy with Nord relating to compliance with EU Data Protection Laws set forth at the following



link: [\[Privatumo politika\]](#) or other link that Nord may provide.

"Program" means the computer programs the Client have ordered (including, without limitation, digital NORD HMS internal control (IK) system platform, HMS online courses), documentation and any program updates that the Client have received from Nord.

"Program Term" means the Initial Term and all Renewal Terms for the Programs.

"Renewal Term" means, unless otherwise agreed to in writing by the Parties, the 36 (thirty six)-month renewal term following either the Initial Term or a previous Renewal Term.

"Security Emergency" means: (i) use of the Programs and/or Services that do or could disrupt the Programs and/or Services, other customers' use of the Programs and/or Services, or the infrastructure used to provide the Programs and/or Services; or (ii) unauthorised third-party access to the Programs and/or Services.

"Services" means regular (non-online) courses, consulting services or other services ordered by the Client and provided by Nord to the Client.

"Services Term" means the Initial Term and all Renewal Terms for the Services.

"Stored Data" means the files uploaded to the Programs by the Client or End Users.

"Sub-processor" means an entity who agrees to Process Customer Data on Nord's behalf, or on behalf of another Nord Sub-processor, in order to provide the Programs and/or Services.

"Taxes" means any sales, use, value-added, goods and services, consumption, excise, local stamp or other tax, duty or other charge of any kind or nature excluding tax that is based on Nord's net income, associated with the Services or Programs, including any related penalties or interest.

"Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of: (i) the end of the Program Term and/or Services Term, as applicable; or (ii) the date on which the Agreement is terminated as set forth in the Agreement.

"Third-party Request" means a request from a third party for records relating to an End User's use of the Programs and/or Services including information in or from an End User Account, or from the Client's Program and/or Services account. Third-party Requests may include valid search warrants, court orders or subpoenas, requests from individuals, including End Users, to exercise their rights under EU Data Protection Laws, or any other request for which there is written consent from an End User, or an End User's authorised representative, permitting a disclosure.

"Withholding Taxes" means any income taxes that are imposed on Nord in which the Client is required by law to withhold or deduct from the payment to Nord.

„You“ and „Your“ means the Client that entered into this Agreement.

1212

Vadovo Vardas 2121

Vadovo Pavarde 522222

Įmonės pavadinimas 75774

Įmonės kodas 785242

Darbuotojų skaičius 85445

Adresas 622112

Pašto kodas 654521

Miestas 6544

El. paštas 645

Telefonas 242424

Mano užpildyta informacija yra teisinga ir teisėta. Sutinku, kad mano duomenys bus naudojami sistemos administratorių. Sutarti perskaičiau ir sutinku Ne