
TERMS AND CONDITIONS

APPLIES TO ALL SALES ENABLEMENT, RAINMAKER SOLUTIONS PURCHASED ON
AGNITIO.COM

By clicking or checking the "sign-up" button/box or utilizing the Agnitio services you agree to the terms and conditions and all exhibits in this License agreement. The terms and conditions in apply to both free and paid versions of the Agnitio Software and Services purchased online.

If You accept the Terms & Conditions on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this Agreement for that Entity and representing to Agnitio that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms "Customer," "You," "Your" or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not use or authorize any use of the Services.

Agnitio A/S, Dampfærgevej 10, 5. ,2100 København Ø,Denmark, CVR no. 26042925 (herein-after "Agnitio") is the owner of the software sold on Agnitio.com.

Agnitio and the customer each a "Party" and together the "Parties"

1. DEFINITIONS

1.1 In these Terms & Conditions , unless the context requires otherwise:

"Affiliate" means any corporation, business or entity, which controls, is controlled by or is under common control by a Party. An entity is deemed to be in control of another entity if the former owns directly or indirectly more than fifty per cent (50 %) of the outstanding voting stock of that corporation or in the absence of ownership has the power, directly or indirectly, to direct the management and policies of such corporation by contract or otherwise as set out in Clause 7 of the Danish Companies Act (in Danish: "Selskabsloven").

"Confidential Information" means any information and data furnished by the disclosing Party to the receiving Party, directly or indirectly, hereunder in tangible or intangible form, including, but

not limited to, trade secrets, know-how, ideas, copyrighted material, software code and software specifications, business methods, business activities, inventions and concepts, technical, marketing, operating, performance, cost and process information as well as customer and supplier information whether it is market confidential or otherwise should be understood to be confidential.

“Effective Date”

means the first day of the License Period as specified in clause 12.1.

“IPR”

means all types of intellectual property rights, whether registered or not, including, but not limited to, patents, patent applications, utility models, utility model applications, trademarks, trademark applications, designs, design applications, copyrights and neighbouring rights, rights in know-how, trade secrets and rights under the Danish Marketing Practices Act (“Markedsføringsloven”).

“License Agreement”

means this present agreement, including schedules and modifications concluded subsequent to the Effective Date. This License Agreement is also referred to as the Terms & Conditions for using Agnitio Software sold on Agnitio.com.

“License Fee”

shall have the meaning ascribed thereto in clause 5.2

“License Period”

shall have the meaning set forth in clause 12.1.

“Agnitio IPR”

means Agnitio’s portfolio of IPR regarding Rainmaker, whether legally or beneficially owned by Agnitio or licensed to Agnitio, including future IPR.

"PII"	means personally identifiable information which is any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person, as defined in EU General Data Protection Regulation (EU GDPR).
"Rainmaker"	means Agnitio's software-as-a-service solution called Rainmaker.

The singular shall where the context permits it include the plural, and vice versa.

2. SERVICE DESCRIPTION

- 2.1 The Agnitio Sales Enablement solution consists of the Rainmaker Engager App, which is an app for conducting sales calls/presentations. The app is available for iOS and Windows. Agnitio may, in its sole discretion modify the features of the Services from time to time without prior notice. Limitations on features applies based on the ordered Rainmaker version.

3. GRANT OF LICENSE

- 3.1 Subject to the terms and conditions of the License Agreement, Agnitio will grant to The customer a non-exclusive, non-transferable (except to the extent specifically set out in this License Agreement) license to use the version of Rainmaker ordered online as a software-as-a-service solution, including in relation to the implementation and installation of Rainmaker in different devices such as smartphones and tablets (the "License").

- 3.2 The License is issued on an exclusive named basis. Thus, each person using Rainmaker needs a license. The customer has the right to subscribe for further exclusive user accesses during the License Period.
- 3.3 For the avoidance of doubt, the License shall not include a right to make any amendments to Rainmaker or to use the trademark "Rainmaker" in the entire world without prior written consent from Agnitio.

4. DELIVERY OF AND ADJUSTMENTS TO RAINMAKER

- 4.1 Upon accepting the terms & conditions of this License Agreement, Agnitio will deliver to The customer access to Rainmaker including updates to components hereof, which are included in the ordered version of Rainmaker.
- 4.2 To the extent possible and reasonable, Agnitio will ensure that Rainmaker continuously supports new technologies which is technically predictable for a professional vendor of solutions such as Agnitio and which is required in order to continuously ensure a working solution for the Customer.
- 4.3 To the extent possible and reasonable, Rainmaker will be updated to ensure compatibility with new developments in technology.

5. NO WARRANTY

- 5.1 The customer expressly acknowledges and agrees that use of Rainmaker is the Customer's sole risk. To the maximum extent permitted by applicable law, Rainmaker is provided "as is" and "as available".

6. CONSIDERATION

- 6.1 Unless the Customer has chosen a free version, The customer shall pay a license fee to Agnitio which is displayed on Agnitio.com, when ordering the service.
- 6.2 The customer shall pay a license fee (hereinafter "License Fee") per exclusive user access. The license fee is due in full upon commencement of your subscription Term.
- 6.3 All the amounts mentioned in this Clause 5 are exclusive of value added tax. When making any payment under this License Agreement, the customer shall in addition to payments due also pay any applicable value added taxes.

6.4 Any fee, including the License Fee, will be invoiced to The customer and paid no later than 8 days after the date of the invoice.

7. PERSONALLY IDENTIFIABLE INFORMATION

7.1 As long as Agnitio processes PII, Agnitio shall employ and maintain reasonable security to ensure that all PII is protected from unauthorized use, alteration, access or disclosure, and to protect and ensure the confidentiality, integrity and availability of PII, consistent with EU GDPR.

7.2 Where PII furnished to a third party originates from and/or will be processed in a member country of European Economic Area, Agnitio certifies compliance with relevant EU legislation.

8. THE CUSTOMER'S USE OF RAINMAKER

8.1 The customer is obligated to use Rainmaker in good faith and under observation of the general duty of loyalty to Agnitio.

8.2 The customer shall under no circumstances be entitled to use the Rainmaker platform to store, distribute or in any other way deal with or share illegal or inappropriate material. Any kind of illegal or inappropriate behavior will lead to immediate termination of this License Agreement and will be reported to the authorities. In such case, Agnitio will be entitled to damages for any losses incurred (not limited by clause 13).

8.3 For the avoidance of doubt, nothing in this License Agreement shall prohibit The customer from using Rainmaker when offering its products and services to the Customer's collaborates and customers, provided that the use follows the terms of this License Agreement. The customer's collaborates and customers shall obtain their own license to Rainmaker from Agnitio in order to use the services and solutions provided by Agnitio.

8.4 Limitations on content applies to each of the Rainmaker versions. These limitations are accepted as part of the ordering process online. Agnitio reserves the right to change these limitations, or introduce other limitations on features and functions.

9. CONFIDENTIALITY

- 9.1 The receiving Party shall copy Confidential Information only to the extent necessary for the purposes of this License Agreement and shall not use Confidential Information for any other purposes without the prior written permission of the disclosing Party.
- 9.2 The receiving Party shall keep all Confidential Information strictly confidential and shall not disclose it to third parties without the prior written consent of the disclosing Party. Notwithstanding the aforesaid, the receiving Party may disclose Confidential Information to its employees, consultants, legal advisors and other such representatives who need to know to fulfil the purpose and provided that the receiving Party ensures that they comply with similar confidentiality requirements as laid out in this License Agreement.
- 9.3 The receiving Party may disclose Confidential Information to its Affiliates and subcontractors for use only in connection with the purpose of this License Agreement. The receiving Party shall be responsible for observance of the provisions of this License Agreement by its Affiliates and subcontractors and that its subcontractors accept confidentiality obligations similar to those contained in this License Agreement.
- 9.4 The receiving Party shall take all reasonable precautions to safeguard any Confidential Information by handling such Confidential Information with at least the same degree of care as the receiving Party normally employs to safeguard its own information of equivalent importance from unauthorized disclosure, publication, dissemination, or use, never, however, less than with reasonable degree of care.
- 9.5 The receiving Party shall not be restricted from disclosing Confidential Information pursuant to a judicial or governmental order, but any such disclosure shall be made only to the extent so ordered.
- 9.6 Upon termination or expiry of this License Agreement, the receiving Party shall promptly cease using Confidential Information and, upon receipt of a written demand from the disclosing Party:
- (i) return or destroy all material incorporating any Confidential Information; and
 - (ii) to the extent technically practical expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the receiving Party or on its behalf other than copies made solely for back-up or archive purposes.

Each Party shall, however, be entitled to retain copies required by law or regulation, as well as a copy to be retained by a Party's legal department for archive purposes.

10. OWNERSHIP OF IPR AND RIGHTS TO DEVELOPMENTS

- 10.1 Agnitio is and shall in any respect remain the full owner of Agnitio's proprietary rights, including IPR to Rainmaker and shall at its sole discretion be in control of the prosecution of any applications for registration of patents, trademarks, copyrights or other rights.
- 10.2 If the customer learns of any infringement or threatened infringement anywhere by a third party of Agnitio IPR or if The customer is confronted with or learns of any problems as to the enforceability or validity of Agnitio IPR, The customer shall without undue delay notify Agnitio. The customer has an obligation at its own cost to diligently provide reasonable assistance to Agnitio in any matters concerning potential infringements of Agnitio IPR in regard to this Agreement and generally assist in order to facilitate Agnitio's defense, prosecution, filing and/or maintenance of Agnitio IPR to the extent that such assistance is reasonable and does not incur The customer cost to external advisors.

11. INFRINGEMENT OF THIRD PARTY'S RIGHTS AND INDEMNIFICATION

- 11.1 Agnitio warrants that to the best of Agnitio's knowledge as per Effective Date the use of Rainmaker under the License does not infringe any third party IPR.
- 11.2 If a third party makes a claim towards the Customer that the use of Rainmaker (either as a whole or parts thereof) under the License constitutes an infringement of a third party's IPR, Agnitio shall indemnify The customer for any damages, see Clause 10.4. Such indemnification shall only apply where the Customer has otherwise complied with its obligations under this Agreement to the extent relevant for the claim in question. Agnitio shall in no event be liable for any other loss or damages resulting from infringement of third party IPR to the extent such losses exceed the liability cap set out in Clause 11 (Liability).
- 11.3 The customer shall promptly and, if possible, no later than 14 (fourteen) days after having obtained knowledge thereof inform Agnitio of any potential or actual claims of alleged infringement of IPR related to Rainmaker. Agnitio shall in the same manner inform the Customer promptly and, if possible, no later than 14 (fourteen) days after having obtained knowledge of any potential or actual claims from a third party of alleged infringement of IPR related to Rainmaker.
- 11.4 Agnitio shall have the right and obligation to take charge of the defense against such claims mentioned in Clause 12.2 and at Agnitio's account. The customer shall provide

reasonable assistance in relation to such defense at The customer's own account. The Customer shall not agree to any settlement without the prior written consent of Agnitio. Further, Agnitio shall have the right and obligation, where commercially reasonable, to prepare adjustments to Rainmaker that may steer free of such alleged infringements.

11.5 Upon receiving notification of an alleged infringement of IPR related to Rainmaker, either from The customer or from a third party, Agnitio shall exhaust all commercially reasonable efforts to adjust Rainmaker to ensure that the Customer can continue to use Rainmaker in accordance with the terms of this License Agreement. Agnitio must loyally take into consideration any reasonable requirements from the Customer in this connection.

11.6 If Agnitio is unable to ensure the Customer's continued use of Rainmaker without infringements of third party rights, the Customer is entitled to terminate this License Agreement and have the License Fee for the applicable License Period refunded.

12. LIABILITY

12.1 The customers total aggregated liability under this License Agreement shall be limited to an amount corresponding to the License Fees paid in the current License Period and ultimately no more than License Fees paid by the Customer in the foregoing 12 months.

13. LICENSE PERIOD AND TERMINATION

13.1 This License Agreement shall become effective when access has been granted to the Rainmaker Platform and shall remain in force in 12 months (a "License Period"). At the end of a License Period, the License Agreement including the License shall automatically be prolonged with 12 months until the Agreement is terminated by The customer in accordance with clause 13.2. The License period is stated on the invoice covering the specific licenses.

13.2 The License Agreement can be terminated for convenience with effect of the end of a License Period. To avoid the License Agreement to be prolonged in accordance with clause 13.1, The customer must give notice of termination for convenience to Agnitio no later than 45 days before the end of a License Period.

13.3 Agnitio can immediately terminate the License Agreement without notice if the Customer does not pay a due License Fee. Further, termination of this License Agreement for cause may be made by either Party through a written termination notice

sent to the other Party in the event (i) the other Party is in material breach of its obligations under this License Agreement, which default has not been remedied by the defaulting Party within fourteen (14) days after written notice of such default is given by the other Party, or (ii) the other Party becomes insolvent or has a receiver, administrator, liquidator or other similar officer appointed.

13.4 In case the License Agreement is rightfully terminated for cause by the Customer in accordance with clause 13.3, Agnitio must refund to the Customer the License Fee paid for the applicable License Period.

13.5 Termination of the License Agreement shall not have effect on those provisions in the Agreement that, due to their nature, shall continue to apply after termination, including, but not limited to, clause 8 (Confidentiality) and clause 12 (Liability). Such provisions shall survive termination of the License Agreement and shall continue to be in force in accordance with their intended purpose and scope.

14. ASSIGNMENT

14.1 Unless otherwise specified in this License Agreement, a Party shall not be entitled to assign any of its rights and obligations under this License Agreement to a third party without the prior written consent of the other Party.

15. NO PARTNERSHIP OR AGENCY

15.1 Nothing in this License Agreement shall constitute establishment of a partnership or an agency relationship between the Parties.

16. MISCELLANEOUS

16.1 In the event of a conflict between provisions in the Terms & Conditions and its Schedules, the provisions of the Terms & Conditions shall prevail. Agnitio reserves the right to change/update/modify the Terms & Conditions.

16.2 Failure of either Party to exercise or enforce any of its rights under this License Agreement shall not constitute a waiver of that right or operate to hinder such Party's subsequent exercise or enforcement of that right. No waiver of any provision by either Party shall be effective, unless given in writing and duly signed by the Party to be obliged thereby.

17. GOVERNING LAW AND VENUE

- 17.1 This License Agreement shall be governed by and interpreted in accordance with Danish law, exclusive of its choice of law provisions.
- 17.2 Before entering into legal proceedings, the Parties shall first seek to obtain an amicable solution to any dispute. Upon receipt a written notice of a party involved in the Dispute, each party shall appoint a knowledgeable, responsible representative to negotiate in good faith to resolve any unresolved disputes or claims arising under this Agreement. The parties intend that these negotiations be conducted by experienced business representatives empowered to decide the issues. The business representatives shall meet and attempt to resolve the Dispute within 15 Business Days of receiving the written request. If they can resolve the Dispute within that time period, it will be memorialized in a written settlement, executed within five Business Days thereafter. A representative from the senior executive management of each party should be informed and knowledgeable of the dispute before Clause 17.3 is activated. If disagreement is not solved through this escalation procedure, Clause 17.3 in the section "Governing law and venue" of the License Agreement is followed.
- 17.3 In case a dispute regarding a legal or technical question arises between the Parties and such dispute cannot be resolved amicably by the Parties in accordance with Clause 17.2, either Party may request an opinion from an independent expert in accordance with the Rules regarding Legal/Technical Opinions in IT cases adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced.
- 17.4 If the proceedings according to the Rules regarding Legal/Technical Opinions in IT cases are terminated without a settlement, the dispute shall be settled by arbitration administrated by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced
- 17.5 The decision by the Institute may be enforced according to the Danish Act on Procedures (Retsplejeloven) Clause 478.

18. SUPPORT

- 18.1 If you experience issues / bugs in the software please send an email to support@agnitio.com

19. OFFER AND ACCEPTANCE

- 19.1 This License Agreement is considered an offer from Agnitio to the Customer.
- 19.2 The Customer can accept the offer to enter into and be bound by the License Agreement by a declaration of acceptance through the website.

Schedule 1

Data Processing Agreement in accordance with Article 28 General Data Protection Regulation (GDPR)

Between

The Controller, who has ordered licenses and accepted the General Terms & Conditions which applies to the Software offered on Agnitio.com, (hereinafter the "**Customer**")

and

Agnitio A/S
CVR no. 26042925
Dampfærgevej 10,
2100 Copenhagen
Denmark

(hereinafter the "**Agnitio**")

ON AGNITIO'S PROCESSING OF
PERSONAL DATA
ON BEHALF OF THE CUSTOMER

(HEREINAFTER THE "**Agreement**")

Customer and Agnitio also referred to individually below as "**Party**" or jointly "**Parties**".

1. Data processing agreement

In connection with the Service Agreement between the Parties, the following Agreement shall be applicable as of the date of signature between the Data Processor, Agnitio A/S and the Controller, the Customer, unless otherwise is explicitly stated in other agreements between the Parties.

The purpose of the data processing agreement is to regulate compliance with the at all times applicable personal data protection legislation in the processing of personal data that Agnitio performs on behalf of the Customer, and to ensure that the Customer's Personal data is processed in accordance with guidelines and instructions as well as applicable law on data protection.

Subject matter and term of this Data Processing Agreement as well as a description of scope and purpose of the processing of personal data, including the type of personal data and categories of data subjects, are set out in the Agreement and Appendix A.

2. Definitions

The definition of Personal Data, Special Categories of Personal Data (Sensitive Personal Data), Processing of Personal Data, Data Subject, Controller and Processor is equivalent to how the terms are used and interpreted in applicable privacy legislation, including the General Data Protection Regulation (GDPR).

3. The Controllers obligations

The Controller is responsible for the processing of Personal Data to meet the requirements of the General Data Protection Regulation (GDPR).

If using the services provided by the Data Processor under the Agreement, the Controller is obliged to process Personal Data in accordance with the provisions of applicable law on the processing of personal data.

The Controller is responsible for, inter alia, the existence of a legal basis for the processing performed by the Data Processor on behalf of the data controller.

4. The Processors obligations

The Processor shall only Process Personal Data on behalf of and in accordance with the Controller's instructions.

Processing of Personal Data in the following manner:

- Only in accordance with applicable law,
- to fulfil all obligations according to the Agreement,
- as further specified via the Controller's ordinary use of the Processor's services and
- as specified in this Data processing agreement.

The Processor shall, upon becoming aware of it, notify the Controller of instructions or other Processing activities by the Controller which in the opinion of the Processor, infringes applicable privacy legislation.

The Processor shall ensure the confidentiality, integrity and availability of Personal Data according to privacy legislation applicable to the Processor.

The Processor and its staff shall ensure confidentiality concerning the Personal Data subject to Processing in accordance with the Agreement. This provision also applies after the termination of the Agreement.

The Data Processor ensures that the persons authorized to process Personal Data on behalf of the Data Manager have committed to confidentiality or are subject to appropriate statutory confidentiality.

The Processor shall assist the Controller by appropriate technical and organizational measures insofar as possible and considering the nature of the Processing and the information available to the Processor, in fulfilling the Controllers obligations under applicable privacy legislation with regards to request from Data Subjects, and general privacy compliance under the GDPR article 32 to 36.

The Processor will, by notifying the Controller without undue delay, enable the Controller to comply with the legal requirements regarding notification to data authorities or Data Subjects about incidents.

Further, the Processor will to the extent it is appropriate and lawful notify the Controller of:

- requests for the disclosure of Personal Data received from a Data Subject,
- requests for the disclosure of Personal Data by governmental authorities, such as the police.

The Processor will not respond directly to requests from Data Subjects unless authorised by the Controller to do so.

The Processor will not disclose information about this Agreement to governmental authorities such as the police, including Personal Data, except as obligated by law, such as through a court order or similar warrant.

5. Security – Technical and organizational measures

The Processor shall implement systematic, organisational and technical measures to ensure an appropriate level of security, considering the state of the art and cost of implementation in relation to the risk represented by the Processing, and the nature of the Personal Data to be protected.

The Processor is committed to provide a high level of security in its products and services. The Processor provides an appropriate security level through organisational, technical and physical security measures, according to the requirements on information security measures outlined in GDPR article 32.

Further, the internal privacy framework developed by Agnitio aims to safeguard the confidentiality, integrity, resilience and availability of Personal Data. The following measures are of particular importance in this regard:

- Classification of Personal Data to ensure implementation of security measures equivalent to risk assessments.
- Assess use of encryption and anonymization as risk mitigating factors.
- Limiting access to Personal Data to those that need access to fulfil obligations according to this Agreement or the Service Agreement.
- Manage systems that detects, restore, prevents and reports privacy incidents.
- Security procedures as specified in Appendix C.

If the Controller requires information about security measures, documentation or other forms of information regarding how the Processor processes Personal Data, and such requests exceed the standard information provided by the Processor to comply with applicable privacy legislation as Processor, and imposes additional work on the Processor, the Processor may charge the Controller for such additional services.

6. Audit

The Controller may audit the Processor's compliance with this Agreement up to once a year. If required by legislation applicable to the Controller, the Controller may request audits more frequently.

To request an audit, the Controller must submit a detailed audit plan at least four weeks in advance of the proposed audit date to the Processor, describing the proposed scope, duration, and start date of the audit.

If any third party is to conduct the audit, it must as a main rule be mutually agreed between the Parties. However, if the processing environment is a multi-tenant environment or similar, the Controller gives the Processor authority to decide, due to security reasons, that audits shall be performed by a neutral third-party auditor of the Processor's choosing.

If the requested audit scope is addressed in an ISAE, ISO or similar assurance report performed by a qualified third-party auditor within the prior twelve months, and the Processor confirms that there are no known material changes in the measures audited, the Controller agrees to accept those findings instead of requesting a new audit of the measures covered by the report.

In any case, audits must be conducted during regular business hours at the applicable facility, subject to the Processors policies, and may not unreasonably interfere with the Processors business activities.

The Controller shall be responsible for any costs arising from the Controller's requested audits. Assistance from the Processor that exceed the standard service provided by the Processor and/or Agnitio to comply with applicable privacy legislation, will be subject to fees.

7. Use of subcontractors and transfer of data

As part of the delivery of services to the Controller according to the Service Agreement and this Data Processor Agreement, the Processor may make use of subcontractors. Such subcontractors can be external third-party subcontractors.

The Processor shall ensure that subcontractors agrees to undertake responsibilities corresponding to the obligations set out in this Agreement. All use of subcontractors is subject to Agnitio Privacy Statement.

The Controller may request to include an overview of the current subcontractors with access to Personal Data in an Appendix B. The Controller may also request a complete overview and more detailed information about the subcontractors involved in the Agreements at any time.

The Controller shall be notified in advance of any changes of subcontractors that Process Personal Data. The Controller may object to changes if the Controller has reasonable, specific and practical reasons.

The Processor may not allow processing of Personal Data outside the EU/EEA without the consent of the Controller. If the Controller in the instructions in Appendix B or otherwise has given permission to a transfer of Personal data to a third country or to international organisations, the Processor must ensure that there is a legal basis for the transfer, e.g. the EU Commission's Standard Contractual Clauses or Privacy Shield for the transfer of personal data to third countries.

8. Term and termination

This Agreement is valid for as long as the Processor processes Personal Data on behalf of the Controller according to the MSA. This Agreement is automatically terminated upon termination of the MSA. Upon termination of this Agreement, the Processor will delete or return Personal Data processed on behalf of the Controller, according to the applicable clauses in the MSA.

Unless otherwise agreed in writing, the cost of such actions shall be based on:

- hourly rates for the time spent by the Processor and
- the complexity of the requested process.

The Processor may retain Personal Data after termination of the Agreement, to the extent it is required by law, subject to the same type of technical and organisational security measures as outlined in this Agreement.

9. Changes and amendments

The Parties may at any time agree to amend this Data Processing Agreement. Amendments must be in writing and executed by duly authorized personnel.

The Processor may not assign or transfer any of its rights or obligations arising from this Data Processing Agreement without the Controllers prior written consent.

10. Liability

The liability for violation of provisions of this Data Processing Agreement shall be regulated by the liability clauses in the Terms & Conditions between the Parties. This also applies to any violation committed by the Processor's sub-contractors.

11. Conflicts, Governing Law and Jurisdiction

If any of the provisions of the Agreement conflict with the provisions of any other written or oral agreement concluded between the Parties, then the provisions of the Agreement shall prevail. This shall, however, not apply to Clause 10.

The Agreement (including any question concerning its validity) is governed by and construed in accordance with the substantive laws of the country of incorporation of the Controller (excluding choice of law rules).

Any dispute arising out of or in connection with this Data Processing Agreement is to be settled by the courts of the country of incorporation of the Controller.

12. Acceptance

This Data Processing Agreement is part of the Terms & Conditions, which must be accepted before using Rainmaker Software purchased online. Both Parties must keep the Agreement for 5 years after the termination of the Agreement.

Appendix A – Data processing details

This appendix includes certain detail of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

a. Subject matter and duration of the Processing of Customer Personal Data

Agnitio will process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

b. The nature and purpose of the Processing of Customer Personal Data

Agnitio will process Personal Data as necessary to perform the Services pursuant to the Agreement.

c. The type of Customer Personal Data to be Processed

The subject matter of the processing of personal data shall be the following categories of data:

Content related:

Personal data of all types that may be submitted by a Data Subject via the Services, which may be in form of questionnaires in a content (e-detailing materials) determined by Customer.

Software related:

- User account – email address
- First name, last name, job title, specialty, phone number, gender, and address
- IP address on the device accessing the Services
- Cookies
- Tracking data

d. The categories of Data Subject of Customer Personal Data to be Processed

The categories of data subjects affected by the handling of their personal data in the context of the processing comprises of the following categories of individuals:

a. Categories of Data Subjects

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- 1) Employees and contractors of Customer – users authorized by Customer to use the Services;
- 2) Healthcare Providers (HCPs) registered with Customer
- 3) Individuals who are in direct contact with the HCP(s)

e. Contact details of data protection officer / data protection contact

For Processor:

Name or title: Security and Privacy Advisor
Address: Dampfærgevej 10, 2100 Copenhagen, Denmark
Email: privacy@agnitio.com
Telephone: +45 70 23 23 12

19.3 Appendix B - Overview current subcontractors

Current subcontractors of the Processor with access to the Controller's Personal Data upon signing this Agreement include:

Name	Location (country)	Legal transfer mechanism if the subcontractor has access to personal data from countries outside the EU	Assisting the Processor with
Amazon Web Services Luxembourg Sarl 26-28 Rue Edward Steichen, Kirchberg, Luxembourg L-2540	Ireland	Not applicable within EU	Hosting
Rackspace Ltd 5 Millington Road Hyde Park Hayes, Middlesex, UB3 4AZ, United Kingdom privacy@rackspace.com	United Kingdom	Not applicable within EU	Hosting
Microsoft Azure Microsoft Ireland Operations, Ltd. Carmenhall Road Sandyford, Dublin 18, Ireland Attn: Data Protection	Ireland	Not applicable within EU	Hosting
Twilio Ground Floor, 4 Crown Place London, EC2A4BT, England DPO/Contact for data protection enquiries Privacy Team, privacy@twilio.com		Twilio uses Amazon Web Services (AWS) to host telephony infrastructure and provide connectivity. Both Twilio and AWS participates in the EU-US Privacy Shield framework. AWS has already obtained approval from EU data protection authorities, known as the Article 29 Working Party, of the AWS Data Processing Addendum and Model Clauses to enable transfer of data outside Europe, including to the U.S.	API for programmable SMS, programmable Video, programmable Voice (used for remote feature)
SparkPost 12 Hammersmith Grove Hammersmith, W6 7AP England c/o Privacy Officer or via email:privacy@sparkpost.com		SparkPost has self-certified under EU-US Privacy Shield. The certification can be verified at https://www.privacyshield.gov/list by searching for SparkPost. Note: SparkPost does not retain the content of the emails.	Email Delivery Notification service (used for remote invitation, approved email feature)

Appendix C – Technical and organizational security measures

The Data Processor will, in regard to the Controller Controlled Data maintain appropriate and sufficient technical and organizational security measures to protect such data or information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. Such measures to include without limitation physical access control, logical access control (i.e. non-physical access control measures such as passwords), data access control, data transfer control, input control, availability measures, and data separation.

Agnitio has taken and will maintain the appropriate administrative, technical, physical and procedural security measures, consistent with international information practices, for protection of the security, confidentiality and integrity of the personal data as described below:

Information Security

Agnitio has implemented policies, controls and processes to cover the information security areas described below to preserve:

- **Confidentiality**
Ensure that unauthorized persons cannot gain access to data that can be abused to harm Agnitio customers, business associates or employees.
- **Integrity**
Ensure that systems provide accurate and complete information.
- **Availability**
Ensure that relevant information and systems are available and systems stable.

Information Risk management

Information security risk management in Agnitio is based on ISO 27005 Information technology — Security techniques — Information security risk management. This implies a continual process consisting of a structured sequence of activities.

Organisation of information security

Agnitio has established a management framework to initiate and control the implementation and operation of information security within Agnitio.

Human resource security

Agnitio has ensured that employees and contractors understand their responsibilities and are suitable for the roles.

Asset management

Agnitio has identified organisational assets and defined appropriate protection responsibilities.

Access management

Agnitio has ensured a secure work-related access to information and information processing facilities; this is ensured by implementing processes and mechanisms related to authentication and authorization.

Cryptography

Agnitio has ensured proper and effective use of cryptography to protect the confidentiality, authenticity and integrity of information.

Physical and environmental security

Agnitio has prevented unauthorized physical access, damage and interference to the organizations information and information processing facilities.

Operations security

Agnitio has ensured correct and secure operations of information processing facilities; this is ensured by a set of documented procedures and processes.

Communication security

Agnitio has ensured protection of information in networks and its supporting information processing facilities.

System acquisition, development and maintenance

All external acquisition or improvement/renewal of information systems, services and components of Agnitio are centralized evaluated and approved to ensure compliance.

Policies for the development and maintenance of services are established and applied to the development within the organisation.

Supplier relationships

Agnitio has ensured protection of the organisations assets that is accessible by suppliers, including regularly monitoring, reviewing and auditing of supplier service deliveries.

Information security incident management

Agnitio has ensured a consistent and effective approach to the management of information security incidents, including communication on security events and weaknesses.

Information security continuity (Business Continuity Management - BCM)

The scope of BCM is to ensure the continuity and timely recovery of business-critical processes and systems in the event of an adverse situation and to ensure that critical processes operate at an appropriate level.

Compliance

Agnitio has implemented procedures to avoid breaches of legal, statutory, regulatory or contractual.