

Terms and Conditions – Plecto ApS

(Last updated 23/05-2018)

1. Preamble

1.1 The General Terms & Conditions shall apply to Plecto ApS' ("Plecto") delivery of services for sales optimization ("Service"). The Service shall be delivered to business customers only.

1.2 By ordering the Service the customer ("Subscriber") accepts the General Terms & Conditions which will apply to the use of the Service for the full length of the subscription. The General Terms & Conditions apply in full, unless otherwise stated in Plecto's order confirmation or other specific written agreement with the Subscriber.

1.3 All notices, invoices or other messages from Plecto to the Subscriber are sent to the email-address given by the Subscriber. It is the sole responsibility of the Subscriber to inform Plecto about their, at any time valid e-mail address. Any message, notice, or similar from Plecto sent to the, by the Subscriber designated email-address has the same legal effect as if it was sent by regular mail.

2. Plecto's Services

2.1 Plecto delivers web-based services that allow the Subscriber to measure and optimize their organization's performance compared to the Subscriber's defined goals. Plecto's Service is delivered as described on Plecto's website with the modifications described in the order confirmation, should one be issued.

2.2 Plecto's Service is in constant development and the Service is provided as is in the at any given time current version.

2.3 Plecto aims to deliver the Service continuously without significant interruptions or delays, however, Plecto does not warrant a specific uptime for the Service. In case of error, failure or interruption of the Service, Plecto shall initiate remedy within reasonable time. The Subscriber shall assist Plecto's efforts to a reasonable extent.

2.4 Plecto's Service is for the sole use of the Subscriber. The Subscriber is not entitled to make the Service available for any third parties.

2.5 Plecto processes Personal Data, in accordance with the provisions set forth in Appendix A.

3. Pricing and Payment

3.1 The at any given time current price for Plecto's services can be found on Plecto's website unless otherwise agreed on the order confirmation. For companies registered in Denmark, an extra VAT of 25% is added to the price. The subscription along with any extra fees is invoiced monthly in advance. Payments by debit card, direct debit or electronic payment is charged along with invoicing monthly in advance. Plecto reserves the right to charge an additional fee for invoicing.

3.2 The price depends on the number of users using the Service for adding or receiving data to the Service. By entering this agreement, the Subscriber shall truthfully state the number of expected users and the price shall be based on that number. If an increase in users is detected the price shall be adjusted accordingly. Plecto reserves the right to charge the Subscriber for any additional users detected with effect from the month they are initially detected.

3.3 The number of users is determined by the maximum number of users on any given day during the course of a month.

3.4 A "User" is defined as one of the Subscriber's employees from whom Plecto has received data. It is of no importance whether the User has been logged in to the Service or whether the User has any login access to the Service. Furthermore, it is irrelevant whether the User is presented on any of the dashboards provided by the Service.

3.5 With 30 days notice on Plecto's website, Plecto reserves the

right to change the price of the Service. Any changes to the existing Terms and Conditions shall be given with the same notice.

3.6 Delay in payment shall be charged interest according to the Danish "Renteloven" ("Bekendtgørelse af lov om renter og andre forhold ved forsinket betaling"). In case of late payment, Plecto reserves the right to disconnect the Service without any notice.

4. Subscriber's Obligations

4.1 The Subscriber shall truthfully inform Plecto about the number of users using the Service.

4.2 It is the sole responsibility of the Subscriber to ensure that Plecto only has limited access to the customers passwords, data and/or other information and only what is necessary to deliver the Service. It is the sole responsibility of the Subscriber to ensure that the Subscriber's use of the Service and the Subscriber's own systems are in compliance with (i) the Subscriber's internal guidelines (ii) local legislation including local privacy laws and (iii) customary and reasonable security procedures for the protection of systems and data.

4.3 The Subscriber agrees to Plecto's use of the Subscriber's name and logo for marketing purposes including but not limited to Plecto's website.

5. Liability

5.1 Plecto is liable for acts or omissions under Danish law concerning damages. Plecto shall not be held responsible for indirect losses, including operating losses, loss of profits, loss of turnover or similar.

5.2 Plecto shall not be held responsible for loss or alteration of the data received or transmitted from the Subscriber nor shall Plecto be held responsible for loss due to unauthorized access to the Subscriber's data and/or systems except to the extend that Plecto's negligence caused such loss, alteration of the data or unauthorised access.

6. Duration of the Agreement

6.1 The agreement with Plecto can be terminated by the Subscriber or by Plecto at any time. The agreement stays in effect until the end of the paid period after which it automatically terminates.

6.2 Plecto reserves the right to charge the Subscriber the full amount for the number of users above the number agreed upon until the termination of the agreement.

7. Primary Language, Venue and Choice of Law

7.1 Any disputes and discrepancies will be decided exclusively by the ordinary Danish courts and in pursuance of Danish law, except for the Danish rules concerning choice of law. The venue for any dispute or discrepancies shall be the Regional Court of Aarhus, Denmark.

Appendix A

1. Processing of Personal Data

1.1 Roles of the parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Subscriber is the Controller, Plecto is the Processor and that Plecto will engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors" below.

1.2 Subscriber's Processing of Personal Data. The Subscriber shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Subscriber's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. The Subscriber shall have sole responsibility for the accuracy, quality, and legality of the Personal Data and the means by which the Subscriber acquired the Personal Data.

1.3 Plecto's Processing of Personal Data. Plecto shall only Process Personal Data by documented instructions from the Subscriber, unless required by EU-law or the National Law of the Member States to which Plecto is subject; In that case, Plecto shall notify the Subscriber of this legal requirement before Processing, unless that court prohibits such notification for reasons of important social interests, cf. Article 28 (3) a.

1.4 Plecto's information duty. Plecto shall immediately inform the Data Controller if instructions in the opinion of Plecto contravene the General Data Protection Regulation or data protection provisions contained in EU-Law or the National Law of the Member States to which Plecto is subject.

1.5 Details of the Processing. The subject-matter of Processing of Personal Data by Plecto is the performance of the Services pursuant to the Terms and Conditions. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed are specified in Appendix B (Details of the Processing)

2. Rights of the Data Subjects

2.1 Plecto shall, taking into account the nature of the Processing, assist as far as possible the Subscriber by appropriate technical and organizational measures, with the obligation of Subscriber to respond to requests for the exercise of the data subjects' rights as laid down in Chapter 3 of the Data Protection Regulation.

2.2 Plecto shall assist the Subscriber in ensuring compliance with the Subscriber's obligations pursuant to Article 32-36 of the Data Protection Regulation, taking account of the nature of the Processing and the information available to Plecto, as referred to in Article 28 (3) f.

2.3 Should the Subscriber need the assistance of Plecto, in ensuring compliance with the obligations set forth in Article 32-36, Plecto retains the right to charge the Subscriber reasonable costs associated with the assistance, including the hours spent by Plecto personnel.

3. Plecto personnel

3.1 Plecto shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Plecto shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

3.2 Plecto shall take commercially reasonable steps to ensure the reliability of any Plecto personnel engaged in the Processing of Personal Data.

3.3 Plecto shall ensure that the access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

4. Processing security

4.1 Plecto shall implement all measures required by Article 32 of the Data Protection Regulation, which shall include, appropriate technical and organizational measures, to ensure a level of safety fitting these risks.

5. Sub-processors

5.1 Plecto shall comply with the conditions referred to in Article 28 (2) and (4) of the Data Protection Regulation, to use another Data Processor (Sub-processor).

5.2 Plecto maintains an updated list of Sub-processors on this link: <https://www.plecto.com/legal/subprocessors/>

5.3 The Subscriber gives Plecto a general approval, to use the Sub-processors defined in the link in section 5.2 including any future sub-processors added to the link in section 5.2

5.4 The Subscriber may contact Plecto to be signed up for an email notification list, that provides notice, in case Plecto changes any of their Sub-processors.

5.5 The Subscriber may object to Plecto's use of a new Sub-processor by notifying Plecto promptly in writing within ten (10) business days after receipt of Plecto's notice in accordance with the mechanism set out in Section 5.4 in the event the Subscriber objects to a new Sub-processor, as permitted in the preceding sentence, Plecto will use reasonable efforts to make available to the Subscriber a change in the Services or commend a commercially reasonable change to the Subscriber's configuration, or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonable burdening the Subscriber. If Plecto is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, the Subscriber may terminate the Agreement. Plecto will refund the Subscriber any prepaid fees covering the remainder of the term of the Agreement following the effective date of termination.

5.6 Plecto shall be fully liable for the acts and omissions of its Sub-processors to the same extent Plecto would be liable if performing the services of each Sub-processors, except as otherwise set forth in the Agreement.

6. Transfer of information to third countries or International Organizations.

6.1 Plecto may process Personal Data only by documented instructions from the Subscriber, including as regards to the transfer and internal use of Personal Data to third countries or International Organizations, unless required under EU law or national law of the Member States, to which Plecto is subject; In that case, Plecto shall notify the Subscriber of this legal requirement before Processing unless that court prohibits such notification for reasons of important social interests, cf. art. 28 (3) a.

6.2 If the list of Sub-processors in accordance to Section 5.2 contains companies located in third countries, The Subscriber with the signing of this DPA will have approved Plecto's use of these

Sub-processors, for Processing of Personal Data, now and henceforth.

7. Breach Notifications

7.1 Plecto maintains security incident management policies and procedures and shall, notify Subscriber without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Subscriber Data, including Personal Data, transmitted, stored or otherwise Processed by Plecto or its Sub-processors of which Plecto becomes aware (a "Customer Data Incident").

7.2 Plecto shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as Plecto deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within Plecto's reasonable control. The obligations herein shall not apply to incidents that are caused by Subscriber or Subscriber's Users.

7.3 Plecto are obligated, to provide the Subscriber with information about such breaches as described in 8.1, within 48 hours of the breach, so that The Subscriber, can inform the supervisory authority within 72 hours, as required by Article 33 (1).

8. Deleting and retrieving information

8.1 Upon termination of the Processing services, Plecto is obliged to delete or return all Personal Data to The Subscriber, as well as to delete existing copies, unless the European Union or national law prescribes the retention of Personal Data.

9. Audit

9.1 Plecto shall make available to The Subscriber all information necessary to demonstrate compliance with Article 28 of the Data Protection Regulation and allow and contribute to audits, including inspections carried out by the Subscriber or other auditor, which is authorized by The Subscriber.

9.2 Plecto is obligated to comply with Article 58, acknowledging the Powers of the Supervisory Authorities.

9.3 Any audits by the Subscriber, has to be announced at least 72 hours in advance, and can not interfere with the people at Plecto or their daily working tasks.

9.4 The Subscriber shall pay all its own costs associated with the Audit.

10. Legal

10.1 Plecto shall promptly inform Subscriber if it becomes subject to any proceedings which may lead to a claim for compensation or an administrative fine under the EU Legislation or national legislation supplementing the EU GDPR. Should such proceedings be initiated, Plecto shall (a) provide Subscriber with the details (including specific infringement allegations); (b) provide Subscriber with such information and assistance that Subscriber reasonably requests; and (c) not hinder or oppose Subscriber from taking an active part in the proceedings (using its own counsel at its own cost).

Appendix B

1. Nature and Purpose of Processing

1.1 Plecto will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Subscriber in its use of the Services.

2. Duration of Processing

2.1 Subject to Section 8 of Appendix A, Plecto will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

3. Categories of Data Subjects

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

- Prospects, customers, business partners and vendors of Subscriber (who are natural persons)
- Employees or contact persons of Subscriber's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Subscriber (who are natural persons)
- Subscriber's Users authorized by Subscriber to use the Services

4. Type of Personal Data

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

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Connection data