

# LICENSE TERMS FOR ONLINE PRODUCTS

KARNOV GROUP DENMARK A/S

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# LICENSE TERMS FOR LICENSING KARNOV GROUP DENMARK A/S ONLINE PRODUCTS

## 1. Introduction

The license terms set out the terms and conditions that apply to the licensing of Karnov Group Denmark A/S (Karnov Group) Online Products. If the Licensee purchases additional services from the Licensor, such services are automatically covered by the License Terms, unless separate terms apply to the purchased service.

### 1.1 Definitions

The license terms use the following definitions:

"The Agreement"	The agreement of the parties as issued at the time of the conclusion of the agreement.
"Licensor"	Karnov Group Denmark A/S
"Licensee"	The Customer who has entered into an agreement with the Licensor for the supply of the Licensed
"Users"	Anyone who has access to the Licensed Product, including employees, students and other users.
"Licensed"	The Licensor's online products for which Licensee pays a license fee and which are subject to these License Terms.
"License Law"	The Licensee's right to use the Licensee, which the Licensee obtains upon acceptance of the License Terms and payment of the license fees associated with the License, cf. section 2.1 of the License Terms and the appendices attached to the Agreement.
"License Terms(s)"	These licence terms, appendices thereto and any subsequent additions or changes, including price changes, cf. section 13 of the Licence Terms.
"Licence fee"	The fee paid by the Licensee for access to the Products during the subscription period
"Subscription Period"	The period during which the Licensee has purchased access to the product

## **2. Scope of license**

### **2.1 Right to Use the Licensed Products**

Upon acceptance of the License Terms and payment of the license fees associated with the License, the Licensee obtains a time-limited, non-transferable and non-exclusive right to use the Licensed and any subsequent updates to the Licensed in accordance with the License Terms.

The Right of Use entitles the Licensee, among other things, to perform, in connection with the usual use of the Licensed, the following actions, among others:

- to conduct searches;
- to print physically and electronically;
- to make electronic copies to your own documents,
- to copy physical content for internal use by Licensee;
- to share content with other Users of Licensee;
- to download portions of the Licensed;
- to add notes for your own or the company's use, where possible;
- to create notifications about new and changed content in the Licensed;
- create folders for relevant documents that can be shared with the Licensee's other Users using the Licensee;
- to participate in digital or physical training courses and in connection with this, obtain and download diplomas and certifications.

Additional rights of use may follow from the license terms for separate products, cf. the appendices attached to the license terms.

Information and data constituting all or part of the Licensed Assets retrieved by Licensee may not be used in or for any business that competes with the Licensor's business areas at any given time.

The Licensed or any part thereof may not be disclosed or otherwise made available to any third party. However, the Licensee may disclose to third parties collections of materials or the like, which the Licensee has compiled using the Licensed, if disclosure of such material is necessary for the Licensee's advice to clients, including in connection with disputes and in pleadings.

Unless expressly stated otherwise, Licensee may not - and shall not permit any third party - to modify in any way the Licensed or other materials provided by Licensor.

### **2.2 Technical Prerequisites for Use of the Licensed**

Licensee is responsible for obtaining and installing the applicable browser software for displaying the Licensed. Licensee is aware that the possibilities of using the Licensed Facility depend on Licensee's choice of browser software. Licensor ensures that commonly used browsers are supported. The Licensee will be able to obtain information from the Licensor on request which browser software can be used to display the Licensed. The Licensor is entitled to modify its software with the effect that the Licensee has to acquire and install new browser software in order to be able to use the Licensed. The Licensee is also responsible for establishing a connection to the Licensor's server and for maintaining and maintaining this connection.

### **2.3 Compliance with the License Terms**

Licensee is obliged to ensure that Licensee's Users are informed of and comply with the License Terms and respect the Licensor's intellectual property rights, including copyrights. The Licensor continuously checks that the license terms are complied with. If the Licensor has reasonable grounds to suspect that the Licensee is in breach of the terms of the licence, the Licensee shall, at the Licensor's request, provide a written account of circumstances of importance for the assessment of whether the licence terms have been violated. Licensee is always responsible for Licensee's User's use of the Licensed.

### **2.4 Right of withdrawal**

If the Licensee is a consumer, the Licensee generally has 14 days to cancel the purchase of the Licensed, according to the Consumer Contracts Act. Licensee acknowledges that any right of withdrawal ceases when the Licensed Product is put into use. The Licensee thus agrees that the right of withdrawal can only be exercised until the time when the use of the Licensed is activated. If the Licensee is not a consumer, the Licensee does not have the right to withdraw from the purchase of the Licensed

## **3. Access to the Licensed**

Depending on the type of subscription, access to the Licensed Domain is obtained either through an access from the Licensee's IP address, via the individual User's personal password, or a combination thereof.

### **3.1 Access via personal password**

Entitled to use the Licensed is only the User(s) to whom the Licensor has issued a personal password in accordance with the Agreement with the Licensee and the License Terms. A User may only log in to the Licensed from three devices at a time.

Licensee and its Users may not give third parties access to the Licensed via online service, internet, intranet or in any other way, nor may Licensee and its Users disclose the password(s) issued by the Licensor to third parties.

If the Licensee is a company, public or private institution, organisation, etc., the Licensee may not give other employees than the User(s) to whom the Licensor has issued a password, access to the Licensed via an online service, internet or intranet, just as the Licensee may not in any other way disclose the password(s) issued by the Licensor to other employees.

### **3.2 Access via IP address**

The Licensee can only access the Licensed by logging in from the IP address and the physical address(es) provided in the order confirmation.

An Agreement on access to the Licensed via the Licensee's IP address allows, under certain conditions, the Licensee's employees to have a personal password created for the acquired products.

A personal password is active until the termination of the Agreement, unless the employee's employment relationship with the Licensee has previously ended. It is the Licensee's responsibility to inform the Licensor of a terminated employment relationship, as the right to use the personal password ceases as of the date of termination of the employment relationship.

#### **4. Updating and Modifying the Licensed**

The Licensor has the right to update and update the Licensed Properties on an ongoing basis when the Licensor deems it necessary. Such update and update shall not entail any limitation or change in Licensee's obligations to Licensor, including such changes to the Licensed.

The Licensor is also entitled to make changes to the functionality of the Licensed, including removing and/or changing features that the Licensor deems necessary in order to generally provide the best possible service to its customers. Such changes to the functionality of the Licensed also do not entail any restrictions or changes in the Licensee's obligations to the Licensor, nor do such changes to the Licensed Property entitle the Licensee to assert remedies against the Licensor. However, the removal of essential features, such as functions that support document retrieval, monitoring and printing, shall be deemed to constitute a change to the License Terms. In the event of such removal, all of the provisions of section 13 of the Licence Terms apply, from which it follows, among other things, that the removal must be notified as described in more detail in section 13.

#### **5. Rights**

##### **5.1 Rights to the Licensed**

The Licensor, or any third party from whom the Licensor derives its rights, holds copyright and any other rights to the Licensed, including to html code, text, images or other elements that the Licensee may access through the Karnov Group Online Products. The copyright also includes any physical material, including user manuals and educational materials, provided by the Licensor to the Licensee. Finally, text, graphics, images, sound and other content that is made available are protected under the Copyright Act. Thus, the licensor reserves all rights to the content, including the right to exploit the content for the purpose of text and data mining, cf. section 11 b of the Danish Copyright Act and Article 4 of the DSM Directive.

Licensee must respect the Licensor's rights, and Licensee shall be liable without limitation in amount for any breach of these rights, including unauthorised transfer of the Licensed Property to third parties.

The Licensee may not breach or alter any security mechanisms, including security codes, just as the Licensee may not change or remove any information in the Licensed Facility regarding rights, trademarks, product information or the like.

##### **5.2 Notes Rights**

Licensee and its Users have the opportunity to write their own notes in the Online Services. The Licensee and its Users dispose of their own notes. Thus, the Licensor does not use notes prepared by the Licensee or its Users for its own purposes.

The Licensee agrees that the Licensor deletes all notes prepared by the Licensee or its Users upon termination of the Agreement, and that individual Users' notes will be deleted upon termination of the employment relationship between a User and the Licensee and in continuation of notification from the Licensee of termination of the employment relationship, see section 3.

The Licensee shall ensure that the Licensee's Users are informed that the Users' notes will be deleted upon termination of the Agreement and upon termination of employment with the Licensee. Any disputes between the Licensee and its Users regarding the right to notes and the deletion of notes are thus irrelevant to the Licensor.

## **6. Payment for the Licensed**

### **6.1 Payment deadline**

The licence fee is paid in advance for subscription periods of 12 months at a time. The Licensor's payment terms are in cash 14 days from the date of invoice.

If the Licensee does not make payment within the specified payment deadline, the outstanding amount will accrue default interest in accordance with the rules of the Danish Interest Act.

The Licensor reserves the right to temporarily close access to the Licensed, if the Licensor does not receive timely payment of the license fee from the Licensee. Licensee is not entitled to a refund of license fee due to lack of access to the Licensed when termination of access to the Licensed is due to Licensee's failure to pay license fee.

### **6.2 Deregistration, transfer or purchase of user access**

A cancelled user access will not be credited regardless of when in the subscription period the cancellation occurs. Licensee has the option to transfer a cancelled user access to another User during the remaining part of the subscription period.

The licensee has the option of purchasing additional user access. These will be invoiced in connection with the creation of the user access, and billing will cover the remaining part of the subscription period.

## **7. Error Correction**

The Licensed is licensed "as is" without warranty of any kind. Thus, the Licensor makes no guarantee that the execution of the Licensed and the connection to the Licensed will be uninterrupted and error-free. The Licensor conducts regular testing of the Licensed, but cannot exclude that the Licensed - like any other software made available online - contains errors and inconveniences. Such errors do not give rise to cancellation and do not entitle the Licensee to remedies or other remedies. The same applies to substantive errors. The Licensor strives to ensure that all errors and inexpediencies in the Licensed are corrected on an ongoing basis, but makes no guarantee that all errors and inappropriateness will be corrected.

## **8. Support**

Licensee is entitled to both telephone support and email support from Licensor's customer service. This support only applies in relation to the Licensed and not in relation to the interaction with the Licensee's IT equipment, browser, programs, etc.

The Licensor provides support during the Licensor's normal business hours, as stated at all times on the Licensor's website. The Licensor aims to respond to all inquiries as quickly as possible and confirms receipt within one working day. A response to the inquiry can be expected within 3 working days. If an enquiry is of such a nature that further enquiries are required, the Licensee/User will be notified within 3 working days with an estimate of when the enquiry can be answered.

## **9. Liability and indemnity**

The Licensor is liable for product damage in accordance with the provisions of the Product Liability Act that cannot be waived by agreement, but disclaims product liability on any other basis.

In no event shall the Licensor be liable to the Licensee for any indirect or consequential loss arising in connection with the use of the Licensed, including but not limited to business interruption, loss of anticipated profits, loss and/or recovery of data, loss of goodwill and other consequential damages. The Licensor is not liable to the Licensee for errors in the Licensee's advice to third parties that are due to errors or omissions in the Licensed.

The Licensor's liability for loss or damage under the Agreement may in no event exceed the amount paid by the Licensee to the Licensor for the subscription period during which the damage occurred.

The Licensor disclaims any liability for loss or damage that can be attributed to the Licensee's own connection to the Licensor's service, including lack of connection, system breakdown, etc. The same applies in relation to the Licensee's other IT equipment, browser, software, etc.

In the event of the Licensee's breach of the License Terms, the Licensor is entitled to compensation in accordance with the general rules of Danish law, in addition to any claim for compensation for unauthorised use of the Licensed.

## **10. Force majeure**

Neither party shall be deemed liable to the other party under the Agreement in respect of matters beyond its control which it should not have taken into account at the time of entering into the Agreement nor should it have avoided or overcome, including but not limited to war and mobilisation, civil unrest; natural disasters, strikes, lockouts, failure of supplies of raw materials, epidemics, pandemics or other outbreaks of serious human disease, fire, damage to production equipment, disruption of general transport, including energy supply, and import and/or export bans. Circumstances at the premises of a party's supplier shall be deemed to be force majeure for that party pursuant to this section 10 if there is a corresponding obstacle for the supplier and the supplier should not have avoided or overcome it, possibly by using an alternative supplier.

## **11. Transfer**

Neither party may assign its rights and obligations under the Agreement to any third party without the written consent of the other party. However, the Licensor may, without the Licensee's consent, assign its rights and obligations under the Agreement to a group company.

## **12. Duration and termination**

The Agreement is effective from the date on which both parties have signed it or is confirmed by e-mail or other written documentation and runs for the agreed subscription period or until either party terminates it under the Agreement.

Termination of the Agreement must, unless otherwise agreed, be made no later than 14 days before the end of the current subscription period. If a termination is not received in time, the Licensee will be bound for a further subscription period.

Termination must be made in writing either by letter, e-mail or other written indication to customer service, e-mail: [kundeservice@karnovgroup.com](mailto:kundeservice@karnovgroup.com) or by letter to Karnov Group Denmark, Skt. Petri Passage 5, stuen, 1165 Copenhagen K.

If the Licensee or its Users do not comply with the License Terms, the Licensor is entitled to terminate the Agreement without notice and to immediate termination. In such case, Licensee is entitled to receive excess prepaid license fees for the remaining subscription period as defined in the Agreement.

### **13. Modification of the license terms**

#### **13.1 Amendment of the General Terms and Conditions**

The Licensor may change the Terms of the License at any time, such changes must be notified to the Licensee no later than 30 (thirty) days before the change takes effect, unless it relates to a change that is necessary for Karnov Group Denmark to comply with applicable law and where a shorter notice period is necessary to ensure compliance with the law. The Licensor's notice to the licensee shall indicate the changes made.

If Licensee does not wish to be bound by the amended License Terms, Licensee shall, within thirty (30) days of notification of the change, notify Licensor in writing that the amended License Terms are not accepted. The Licensor will then consider the Agreement terminated at the time of notification of the change to the License Terms.

If, within 30 (thirty) days of notification of the change, the Licensee has not notified the Licensor that the amendment to the License Terms is not acceptable, the Agreement shall continue in accordance with the amended License Terms

#### **13.2 Price adjustments**

Licensor has the right to make price adjustments in accordance with Section 13.1.

Notification of price changes can be notified by sending an invoice no later than the month before the end of the relevant subscription period. If the price changes cannot be accepted, the Licensee in this case has the right to withdraw from the Agreement at the end of the current subscription period by written notice to the Licensor within 14 (fourteen) days from the date of invoice.

### **14. Processing of personal data**

In connection with the provision of the Licensed, the Licensor will collect and process information about the Licensee and its Users' use of the Licensed. In addition, the Licensor will process personal data, including data about personally owned companies, that the Users may enter into the Licensee's system.



Unless expressly stated otherwise, the Licensor is an independent data controller and collects and processes personally identifiable information about Users to the extent necessary to provide the Licensed. The Licensor alone determines the purposes and means used when processing personal data, just as it is the Licensor's responsibility to ensure that personal data is processed in accordance with the rules of the European General Data Protection Regulation (GDPR) and the Data Protection Act. If special conditions apply for the use of special products under the GDPR, these will be stated in the appendices to these license terms. The Licensee and its Users can read about the Licensor's processing of personal data at any time in its data protection policy. This can be found on <https://karnovgroup.dk/databeskyttelsespolitik>.

## **15. The E-Commerce Act's information obligations**

The licensor complies with all the information obligations imposed on service providers by the Act on Services in the Information Society, including certain aspects of electronic commerce (the E-Commerce Act). However, in order not to complicate the communication between the Licensee and the Licensor, the application of sections 10, 11(1) and 12 of the E-Commerce Act is waived to the greatest extent possible, cf. section 13(2) of the Act.

## **16. Privacy and security**

### **16.1 Confidentiality**

Karnov Group Online Products, including notes and collections of materials, are treated with confidentiality and are not disclosed to unauthorized persons.

Licensor further ensures that access to user-generated content is only granted to those employees of the Licensor for whom such access is necessary for the performance of the employee's job functions with the Licensor. The Licensor ensures that employees who access UGC sign a confidentiality clause regarding the confidentiality of knowledge obtained in connection therewith.

### **16.2 Security**

The Licensor ensures that user-generated content is stored in a data environment that meets security requirements corresponding to the requirements for the storage of personal data, cf. section 14 of the Licence Terms.

## **17. Basis of agreement**

The agreement consists of the parties' written agreement (agreement, receipt, e-mail or other written documentation) and the License Terms in force from time to time.

In the event of doubts of interpretation, the following order of precedence between the documents shall apply:

1. The agreement (agreement, receipt, e-mail or other written documentation)
2. License terms

## **18. Applicable law and jurisdiction**

The agreement is subject to Danish law. Any dispute that may arise in connection with the Agreement, including disputes regarding the existence or validity of the Agreement, shall be decided by the City Court of Copenhagen.

## **APPENDIX 1: SPECIFIC LICENSE TERMS & CONDITIONS FOR KARNOV GUIDES**

### **1. Rights to results and documents prepared in Karnov Guides**

As part of the online service Karnov Guides, the Licensee and its Users have the opportunity to make calculations and, on the basis of the information entered, to access standard company documents and letters, which have been corrected on the basis of the information entered.

Licensee and its Users acquire the rights to the results and documents produced by Licensee and its Users in connection with the use of Karnov Guides for the purposes that Licensee may deem necessary. It is the responsibility of the Licensee and its Users to agree on the detailed distribution of the rights among themselves. Any dispute regarding this is therefore irrelevant to the Licensor.

However, the Licensor retains all rights to the formulas, calculation methods and the like that form the basis for the calculations that the Licensee may make in Karnov Guides.

### **2. Availability**

Results and documents generated by Licensee or its Users in Karnov Guides will be deleted after 1 year from the date of creation, unless Licensee or its Users themselves delete results or documents in the Licensor's system.

The Licensee agrees that it is not possible to upload documents to Karnov Guides.

The licensor is not in any way responsible for the availability of results and documents produced in Karnov Guides. It is thus the responsibility of the Licensee and its Users to ensure that the results and documents that are to be preserved are stored securely on the Licensee's own systems or otherwise stored so that they are available to the Licensee at all times.

Nor is the licensor liable for any loss and/or corruption of results or documents in the Karnov Guides for any reason.

Licensee agrees that Licensor will delete all results and documents generated in Karnov Guides by Licensee or its Users upon termination of the Agreement, and that individual Users' results and documents will be deleted upon termination of the employment relationship between the User and Licensee in question.

## **APPENDIX 2: SPECIFIC LICENSE TERMS & CONDITIONS FOR THE COLLECTION OF RECORDS**

### **1. Use of Collection of Records**

The Collection of Records gives Licensee and its Users the right to compile electronic collections of materials for use in litigation and arbitration. The Collection of Records is built up of literature and practice that the Licensee and its Users access via the Licensed, as well as of literature and practice that the Licensee and its Users themselves upload to the service in the form of PDF documents.

The Collection of Records may only be used by the Licensee and its Users to compile a material collection consisting of literature and practice for use in litigation and arbitration. Thus, it is not permitted to use the Collection of Records for other forms of document storage or compilation of documents, including for the preparation of extracts.

If any literature or practice that Licensee or its Users upload to the Collection of Records contains personal data, it is Licensee's responsibility to ensure that the personal data is anonymised in accordance with applicable data protection legislation. The Licensor thus does not act as a data processor for the Licensee.

Licensee and its Users warrant that material uploaded by Licensee and its Users to the Collection of Records will not:

- is incorrect or misleading;
- infringes any third party's copyright, right of publicity, patent, trademark, trade secret or other right, and privacy;
- violates any applicable law, government regulation, or court order (including, but not limited to, provisions governing export control, consumer protection, unfair competition, anti-discrimination, or misleading advertising);
- is, or could reasonably be considered to be, libelous, defamatory, hateful, racially or religiously biased or offensive, unlawfully threatening or harassing towards any individual, partnership or company;
- contains viruses or is suitable for distributing malware;
- damage the Materials Collection or impair anyone else's use of the Materials Collection;
- assists others in or encourages them to perform any of the above actions.

### **2. Indemnification**

Licensee agrees to indemnify Licensor for all claims arising from a breach of Licensee's warranty pursuant to the last paragraph of Section 1.

### **3. Consequences of using the Collection of Records in violation of the License Terms**

The Licensor reserves the right to change, block or delete any content that the Licensee uploads to the Collection of Records and that the Licensor in its sole discretion deems to be in violation of the Agreement. In this connection, the Licensee accepts that the Licensor monitors compliance with the license terms and that the Licensor in this connection obtains insight into material uploaded to the Collection of Records.

Suspicion or violation of this may result in the suspension of the Collection of Records and termination of the Agreement with the Licensee. Unless Licensor believes that immediate suspension is required, Licensor will provide reasonable notice prior to suspension of the Collection of Records and termination of the Agreement.

#### **4. Rights to Collection of Records**

Licensee and its Users acquire the rights to the Collection of Records that they create in connection with the use of the Collection of Records for such purposes as Licensee may deem necessary. It is the responsibility of the Licensee and its Users to agree on the mutual distribution of the rights. Any dispute regarding this is thus irrelevant to the Licensor.

#### **5. Availability**

The Licensee agrees that the Licensor will delete material uploaded to or created by the Licensee or its Users in the Collection of Records upon termination of the Agreement, and that material uploaded to or created by individual Users in the Collection of Records will be deleted upon termination of the employment relationship between the User in question and the Licensee.

Licensor is not in any way responsible for the availability of collections of materials created in the Collection. It is thus the responsibility of the Licensee and its Users to ensure that the collections of materials and documents that are to be preserved are stored securely on the Licensee's own systems or otherwise stored so that they are available to the Licensee at all times.

Nor is the Licensor responsible for any loss and/or corruption of documents in the Collection of Records, regardless of the reason for this.

Licensee agrees that Licensor will delete all collections of materials as well as notes and documents created in the Collection of Records by Licensee or its Users upon termination of the Agreement in accordance with the above time limits for deletion, and that individual Users' results and documents will be deleted upon termination of the employment relationship between the relevant User and Licensee.

## **APPENDIX 3: SPECIAL LICENSE TERMS & CONDITIONS FOR KARNOV BUSINESS OPTIMISER**

### **1. Use of and rights to data**

Licensee and its Users are entitled to use Karnov Business Optimiser to make calculations and, based on the information entered, access analyses and reports.

Licensee and its Users acquire the rights to the results and reports they produce in connection with the use of Karnov Business Optimiser for such purposes as Licensee may deem necessary. It is the responsibility of the Licensee and its Users to agree on the mutual distribution of the rights. Any dispute regarding this is thus irrelevant to the Licensor.

However, the Licensor retains all rights to the formulas, calculation methods and the like that form the basis for the calculations that the Licensee may make in Karnov Business Optimiser.

The Licensee must ensure that the Licensee has all rights to all information before storing and processing the information in question in Karnov Business Optimiser. The licensee may not store information, including self-developed notes, comments, etc., in violation of the rights of third parties or in violation of applicable legislation. The Licensor is entitled, but not obligated, to delete any information which, in the opinion of the Licensor, constitutes a breach of contract on the part of the Licensee, and the Licensee is not entitled to any damages in this regard. The Licensee shall indemnify the Licensor for any claims related to illegal information, etc., which are developed and stored in the system by the Licensee.

The Licensee accepts that the Licensee's data will be included in anonymized form in Karnov Business Optimiser both during and after any termination of the subscription to Karnov Business Optimiser. Anonymised data will be used, for example, for statistics, benchmarking, analyses, forecasting, development of new online services and exchange of data with partners. The Licensor cooperates with suppliers of accounting and auditing systems, where the cooperation at the request of the Licensee includes data exchange.

### **2. Availability**

The licensor is not in any way responsible for the availability of results and reports generated in Karnov Business Optimiser. It is thus the responsibility of the Licensee and its Users to ensure that the results and reports that are to be preserved are stored securely on the Licensee's own systems or otherwise stored so that they are available to the Licensee at all times.

The Licensor is also not responsible for any loss and/or corruption of results or reports in Karnov Business Optimiser regardless of the reason for this.

## **APPENDIX 4: SPECIAL LICENSE TERMS & CONDITIONS FOR KARNOV MUNICIPALITY**

### **1. Use of Karnov Municipality**

Karnov Municipality is an information solution for caseworkers and others. The solution contains guides for case processing, annotated laws and executive orders, practice and more. In addition, it is possible to upload the Licensee's own documents to the solution as well as ask questions to legal experts.

### **2. Permitted use of the upload functionality Municipality's own documents**

If Licensee or its Users upload their own documents containing personal data, it is the responsibility of Licensee and its Users to ensure that the personal data is anonymised in accordance with applicable data protection legislation.

Licensee and its Users warrant that material uploaded by Licensee and its Users to the Municipality of Karnov will not:

- is incorrect or misleading;
- infringes any third party's copyright, right of publicity, patent, trademark, trade secret or other right, and privacy;
- violates any applicable law, government regulation, or court order (including, but not limited to, provisions governing export control, consumer protection, unfair competition, anti-discrimination, or misleading advertising);
- is or could reasonably be considered to be libelous, defamatory, hateful, racially or religiously biased or offensive, unlawfully threatening or harassing towards any individual, partnership or company;
- contains viruses or is suitable for distributing malware;
- damages Karnov Municipality or impairs others' use of Karnov Municipality,
- assists others in or encourages them to perform any of the above actions.

### **3. Indemnification**

Licensee agrees to indemnify Licensor for all claims arising from a breach of Licensee's warranty under Section 2.

### **4. Consequences of improper use of the functionality Upload The municipality's own documents**

The Licensor reserves the right to change, block or delete any content that the Licensee uploads to the Municipality of Karnov and which the Licensor, in its sole discretion, finds to be in violation of the Agreement. In this connection, the Licensee accepts that the Licensor monitors compliance with the license terms, and the Licensor in this connection obtains insight into material uploaded to Karnov Municipality.

Suspicion or violation of this Section 3 may result in suspension of functionality and termination of the Agreement with Licensee. Unless Licensor believes that immediate suspension is required, Licensor will provide reasonable notice prior to suspension of functionality and termination of the Agreement.

## **5. Terms of Use of the "Ask the Expert" Feature**

### **5.1 Scope of application**

Licensor customers with subscriptions that include "Ask the Expert" entitlements are eligible to ask legal questions via an online form (limited to up to two questions per user in a year) associated with the region.

"Ask the expert" cannot be used for actual legal case processing or answering questions that are or are in the nature of specific legal advice.

### **5.2 Nature of the questions**

"Ask the expert" only covers legal issues in the area to which the Q&A function is linked. The questions must have a certain substance and not be of a nature where the questioner can find the answer in the Licensor's online services through a simple search. The Licensor reserves the right to shorten or otherwise edit the question before publication.

If a question does not meet the conditions for using the service, the expert may refrain from answering. If deemed appropriate, "Ask the Expert" may request that the question be reformulated, specified or delimited.

### **5.3 Reply**

Questions are usually answered within 72 hours. Questions are answered either in writing or by telephone. A selection of questions with corresponding answers can be published in "Ask the Expert" so that the other users of the service can benefit from answered questions of a general nature. Questions and answers are anonymised before publication.

### **5.4 Disclaimer**

The "Ask the expert" function cannot be equated with case processing or binding answers. The answers in the service should be considered as indicative. The Licensor assumes no responsibility for the financial consequences resulting from the answers given and the user's use of them. The Licensor assumes no responsibility in the event of misleading or incorrect information. In no event shall Licensor and its experts be liable to the User for any direct, indirect or consequential damages (including losses, loss of anticipated profits, loss of goodwill or other similar consequential damages) due to the User's use of the "Ask the Expert".

### **5.5 Processing of personal data**

The Users' personal data will be stored in the Licensor's systems for up to 2 years. The Licensor stores the data in accordance with Article 6(1)(f) of the General Data Protection Regulation.

### **5.6 Accessibility**

The Licensee agrees that the Licensor will provide all documents uploaded to or produced by the Licensee or its Users to the Municipality of Karnov upon termination of the Agreement.

The Licensor is not in any way responsible for the availability of documents produced in the Municipality of Karnov. It is thus the responsibility of the Licensee to ensure that documents that are to be preserved are stored securely on the Licensee's own systems or otherwise stored so that they are available to the Licensee at all times.

The Licensor is also not responsible for any loss and/or corruption of documents in the Municipality of Karnov regardless of the reason for this.

## **APPENDIX 5: SPECIAL LICENSE TERMS & CONDITIONS FOR KARNOV HR GUIDE, ASK THE EXPERT**

### **1. Use of Karnov HR guide, the "Ask the Expert" functionality**

Licensee's customers with subscriptions to Karnov HR guide are entitled to ask legal questions via an online form (limited to up to two questions per user in a year) linked to the area.

"Ask the expert" cannot be used for actual legal case processing or answering questions that are or are in the nature of specific legal advice.

### **2. Nature of the questions**

"Ask the expert" only covers legal issues in the area to which the Q&A function is linked. The questions must have a certain substance and not be of a nature where the questioner can find the answer in the Licensor's online services through a simple search. The Licensor reserves the right to shorten or otherwise edit the question before publication.

If a question does not meet the conditions for using the service, the expert may refrain from answering. If deemed appropriate, "Ask the Expert" may request that the question be reformulated, specified or delimited.

### **3. Answer**

Questions are usually answered within 72 hours. Questions will be answered in writing. A selection of questions with corresponding answers can be published in "Ask the Expert" so that the other users of the service can benefit from answered questions of a general nature. Questions and answers are anonymised before publication.

### **4. Disclaimer**

The "Ask the expert" function cannot be equated with case processing or binding answers. The answers in the service should be considered as indicative. The Licensor assumes no responsibility for the financial consequences resulting from the answers given and the user's use of them. The Licensor assumes no responsibility in the event of misleading or incorrect information. In no event shall Licensor and its experts be liable to the User for any direct, indirect or consequential damages (including loss, loss of anticipated profits, loss of goodwill or other similar consequential damages) due to the User's use of the "Ask the Expert" service.

### **5. Processing of personal data**

The Users' personal data will be stored in the Licensor's systems for up to 2 years. The Licensor stores the data in accordance with Article 6(1)(f) of the General Data Protection Regulation.

### **6. Availability**

The Licensor is not in any way responsible for the availability of documents produced in connection with the use of the "Ask the Expert" function. It is thus the responsibility of the Licensee to ensure that documents that are to be preserved are stored securely on the Licensee's own systems or otherwise stored so that they are available to the Licensee at all times.

The Licensor is also not responsible for any loss and/or corruption of documents in the Karnov HR Guide regardless of the reason for this.



## **APPENDIX 6: SPECIAL LICENCE TERMS & CONDITIONS FOR KAILA**

### **1. Using KAILA**

KAILA is an information solution for legal professionals, case workers and more. The solution combines material from the Licensor's online platform, online library, annotated laws and executive orders and practices, and more.

### **2. Restrictions on the use of KAILA**

Users have unlimited access to KAILA during normal use, however, we continuously monitor usage patterns. In case of suspicion of abuse, we reserve the right to apply consumption limits to the user's total consumption per month.

In addition, KAILA must not be used for activities that:

- Automating or repeating queries
- Manipulates the system to circumvent restrictions
- Can harm KAILA's performance

Further, Licensee may not attempt to access the source code of the Product, or modify the Software by any means, including reverse engineering or decompilation of the Code of the Product, in whole or in part.

Licensee is not entitled to modify or distribute all or any part of the Product in a way that infringes Licensor's rights, including intellectual property rights. It is also not allowed to circumvent or break any security mechanisms in the Product.

The Licensee may not use its knowledge of the Product or parts thereof in connection with competition with the Licensor's business activities.

### **3. Training in the use of KAILA**

The Licensor has an exclusive right to teach the use of KAILA, including for public performance. Courses or similar events about KAILA may therefore not take place without the prior specific consent of the Licensor.

### **4. Third Party Rights and Illegal Material**

To the extent that content on the Licensor's online platform, as well as output from KAILA, is subject to third parties' intellectual property rights, the Licensee is subject to the general legal rules for copying and using these.

Licensee or User's inputs (prompts) and the outputs generated therefrom must respect the rights of third parties, including intellectual property rights, and comply with applicable law at all times. Licensee agrees that it is its responsibility to ensure that users within Licensee's organization use the product only in accordance with these terms.

Licensee and its Users undertake not to, knowingly or unintentionally, use KAILA or its outputs in a manner that:

- is incorrect or misleading;
- infringes any third party's copyright, right of publicity, patent, trademark, trade secret or other right, and privacy;
- violates any applicable law, government regulation, or court order (including, but not limited to, provisions governing export control, consumer protection, unfair competition, anti-discrimination, or misleading advertising);
- is or could reasonably be considered to be libelous, defamatory, hateful, racially or religiously biased or offensive, unlawfully threatening or harassing towards any individual, partnership or company;
- damages KAILA or impairs the use of KAILA by others;
- assists others in or encourages them to perform any of the above actions.

## 5. Indemnification

Licensee agrees to indemnify Licensor for all claims arising from a breach of Licensee's warranty under Sections 2 - 4.

## 6. Consequences of improper use of KAILA

The Licensor reserves the right to change, block or delete any content that the Licensee generates through KAILA and that the Licensor deems in its sole discretion to be in violation of the Agreement. In this connection, the Licensee accepts that the Licensor controls compliance with the license terms, and the Licensor in this connection gains insight into the User's input and output.

In the event of repeated or deliberate breaches of the above, the Licensor may:

- Temporarily restrict access to KAILA
- Suspend or terminate the user's account without further notice

Unless Licensor believes that immediate suspension is required, Licensor will provide reasonable notice prior to suspension of functionality and termination of the Agreement.

## 7. Disclaimer

KAILA cannot be equated with legal advice, case management, binding answers or the like. The output of KAILA should be considered indicative and should always be verified by legal professionals.

The Licensor assumes no responsibility for the financial consequences resulting from the answers given and the user's use of them. The Licensor assumes no responsibility in the event of misleading or incorrect information. In no event shall the Licensor be liable to Licensee and its Users for any direct, indirect or consequential damages (including loss, loss of anticipated profits, loss of goodwill or other similar consequential damages) arising out of the use of KAILA.

Licensor cannot be held responsible for any downtime or technical problems affecting the availability of the Service.

## **8. Licensor's processing of Data**

Licensee or its Users' personal data will be processed in accordance with the Licensor's general license terms and conditions section 14 and the Privacy Policy.

If Licensee or its Users' input contains personal data, it is the responsibility of Licensee and its Users to ensure that the personal data is anonymised in accordance with applicable data protection legislation.

Furthermore, the Licensor reserves the right to use the User's input, output and other data regarding the use of KAILA to improve the solution in anonymized form.

## **9. Availability and use of data**

Licensee agrees that Licensor stores all of the User's inputs and outputs in the solution so that it is available to the User. The Licensee deletes all data about the User, and his/her previous searches through KAILA, upon termination of the Agreement, and in addition, the User's input and output are also deleted if the User actively deletes the conversation in KAILA.

The Licensor is in no way responsible for the availability of answers generated in KAILA. It is thus the responsibility of the Licensee to ensure that the outputs that are to be preserved are stored securely on the Licensee's own systems or otherwise stored so that they are available to the Licensee at all times.

Nor is the Licensor liable for any loss and/or corruption of documents in KAILA regardless of the reason for this.

## **10. Changes**

The Licensor reserves the right to update the terms of use of KAILA to reflect changes in our cost structure, technology or user behavior. Any changes will be communicated in the usual way, cf. Licensor's general license terms section 13.