

Notisums generelle vilkår for netværkstjenester

Gældende fra og med 2023-12-01 og indtil videre.

1. Generelt

1.1. Disse generelle vilkår gælder for den eller de internettjenester, konsulentprodukter samt lignende tjenester og produkter, som til enhver tid håndteres af Notisum ApS, organisationsnummer 36 02 01 56, ("**Notisum**").

1.2. Notisum opdaterer løbende deres udbud af tjenester og produkter og forbeholder sig retten til at ændre, fjerne eller tilføje oplysninger til de udbudte tjenester og produkter, samt til at ophøre med at håndtere disse.

1.3. Aftale om adgang til tjenester og produkter, der håndteres af Notisum indgås af en virksomhed eller anden juridisk person ("**Licenstageren**") for dennes ansattes [og entreprenørens] ("**Brugerne**") anvendelse af tjenesterne og produkterne. Første gang der logges ind i Tjenesterne (defineret nedenfor), skal samtlige Brugere godkende disse generelle vilkår.

1.4. Abonnementsaftalen imellem Notisum og Licenstageren ("**Abonnementsaftalen**") omfatter de tjenester og produkter, der til enhver tid er omfattet af Abonnementsaftalen ("**Tjenesterne**") og håndteres på de økonomiske vilkår, som parterne er blevet enige om i Abonnementsaftalen samt i medfør af disse generelle vilkår.

1.5. Licenstageren må i henhold til abonnementsaftalen ikke stille tjenester eller produkter til rådighed eller overdrage sine rettigheder iht. Abonnementsaftalen til tredjepart uden forudgående skriftligt samtykke fra Notisum. Ved eventuel overdragelse skal den nye part til aftalen skriftligt bekræfte, at denne accepterer bestemmelserne i Abonnementsaftalen og disse generelle vilkår.

2. Rettigheder

2.1. Samtlige rettigheder til Tjenesterne og deres indhold, inklusive ophavsret og alle andre immaterielle rettigheder, tilhører Notisum og/eller tredjepart, som Notisum har indgået aftale med. Oplysninger om ophavsret/copyright og andre bekendtgørelser om ejerskab i Tjenesterne eller om leverede produkter og dertil hørende dokumentation skal bibeholdes af Licenstageren og må ikke fjernes eller gøres ulæselige.

2.2. Licenstageren og Brugerne opnår ikke nogen ret til Tjenesterne udover det, som udtrykkeligt er angivet i Abonnementsaftalen og disse generelle vilkår.

2.3. Notisum stiller en ikke-eksklusiv og ikke-overdragelig ret til rådighed for Licenstageren til under Abonnementsaftalens gyldighed at lade Brugerne anvende Tjenesterne i medfør af Abonnementsaftalen og disse generelle vilkår og i forbindelse dermed at kopiere, redigere eller fremstille oversigter over indholdet i Tjenesterne, såsom holdlister og andre lignende arbejdsprodukter, som helt eller delvist er baserede på Tjenesterne ("**Resultat**"). Resultatet er udelukkende til Licenstagerens interne brug og i medfør af Abonnementsaftalen og disse generelle vilkår.

2.4. Med "**Licenstagerens interne brug**" menes anvendelse af Tjenesterne og Resultatet til Licenstagerens egen virksomhed, men ikke at Licenstageren videregiver eller videreformidler Tjenesterne til tredjepart. Yderligere om grænserne mellem tilladt og utiladelig anvendelse af Tjenesterne og Resultatet angives nedenfor.

3. Yderligere om anvendelse af Tjenesterne

3.1. Tjenesterne må udelukkende anvendes af Brugere til det formål, som de er skabt og udelukkende til lovlige endemål. Brugere må ikke stille til rådighed eller overdrage deres ret til anvendelse af Tjenesterne, dele deraf eller på anden vis disponere eller råde over Tjenesterne. Hvis en Bruger ophører med at være ansat eller entreprenør hos Licenstageren ophører dennes ret til at anvende Tjenesterne i forbindelse dermed.

3.2. Brugere har ansvar for at opbevare adgangskode eller andre brugeroplysninger på et sikkert sted. Brugere kan begære, at Notisum spærre Tjenesterne, eller at Notisum giver Brugeren en ny adgangskode.

3.3. Brugere må ikke, udover hvad der kræves til Brugers egen anvendelse af Tjenesten, overlade, stille til rådighed eller på anden vis udbrede adgangskoder eller andre brugeroplysninger, som Notisum har tildelt dem.

3.4. Ved anvendelse af Tjenesterne er det desuden Brugers ansvar at iagttage øvrige forskrifter, anvisninger og begrænsninger for de respektive Tjenester, samt øvrige anvisninger udfærdiget af Notisum eller tredjepart, som Notisum har indgået aftale med.

3.5. Notisum har ret til uden forudgående varsel at spærre en Bruger fra videre brug af Tjenesterne, hvis der er mistanke om, at denne anvender Tjenesterne i strid med disse generelle vilkår.

3.6. Brugere kan inden for rammerne af Tjenesterne og i medfør af de nærmere begrænsninger, som meddeles af Notisum, gemme Resultater samt dokumenter, som Brugeren har uploadet hos Notisum. Licenstageren har ansvar for at al sådan lagring og behandling af materialet sker i medfør af den til enhver tid gældende lovgivning. Notisum skal behandle sådant materiale fortroligt. Licenstageren skal holde Notisum skadesløs for alle erstatningskrav, omkostninger og andre eventuelle skader, som sådant materiale kan forårsage for Notisum. Notisum forbeholder sig retten til at slette sådant materiale ved mistanke om, at det ikke lagres og/eller behandles i medfør af gældende lovgivning, og hvis Brugers ret til at anvende Tjenesterne ophører. Brugeren er ansvarlig for at sikkerhedskopiere Resultaterne og dokumenterne, der er uploadet af Brugeren.

4. Testperiode

4.1. Hvis Notisum og Licenstageren træffer en særskilt aftale om en testperiode i forbindelse med Tjenesterne gælder følgende:

4.2. Aftalte og navngivne Brugere får under den begrænsede tid, som angives i aftalen ("**Testperiode**"), adgang til Tjenesterne med formål at teste disse. Notisum kompenseres ikke for en sådan anvendelse af Tjenesterne.

4.3. Ved al anvendelse af Tjenesterne under Testperioden gælder disse generelle vilkår med undtagelse af betalingsbestemmelser, punkt 9.

5. Behandling af personoplysninger

5.1. Notisum er dataansvarlig for de personoplysninger, som indgives af Licenstageren og/eller Brugere i forbindelse med bestilling og/eller anvendelse af Tjenesterne. Yderligere oplysninger om hvordan Notisum behandler personoplysninger findes i [Notisums privatlivspolitik](#).

5.2. I det tilfælde, at Notisum og Licenstageren har aftalt at personoplysninger må lagres i Tjenesterne, bliver Notisum i medfør af Databeskyttelsesforordningen databehandler i forhold til Licenstageren som dataansvarlig. I sådanne tilfælde gælder Bilag 1, 'Data Processing Agreement (Databehandleraftalen)', såfremt Notisum behandler personoplysninger efter instruks fra Licenstageren.

6. Tekniske krav

6.1. Se Notisums hjemmeside [www.notisum.dk] for de til enhver tid gældende tekniske krav, som skal være opfyldte for at Brugere må få adgang til Tjenesterne og Tjenesternes korrekte funktioner.

6.2. Licenstageren og Brugeren har ansvar for, at de tekniske krav er opfyldte, og at der findes en fungerende opkobling imellem Brugeren og Tilslutningspunktet (se definition nedenfor). Licenstageren og Brugeren er desuden ansvarlige for dertil knyttede omkostninger og for installation af al nødvendig software.

7. Levering og support

7.1. Tjenesterne håndteres i et af Notisum anvist tilslutningspunkt ("**Tilslutningspunktet**"). Hvis ikke andet er aftalt mellem parterne, er Tilslutningspunktet det punkt eller punkter, som Notisum anvender til at koble Tjenesterne sammen med internettet.

7.2. Se Notisums hjemmeside [www.notisum.dk] for Tjenesternes åbningstider m.m. Under kontraktperioden har Notisum ret til helt eller delvist at lukke ned for en eller flere Tjenester for at udføre opdateringer, vedligeholdelse og lignende tiltag (se [Notisums hjemmeside](#) [https://www.notisum.com/da/] for yderligere oplysninger om planlagte vedligeholdelsestiltag).

7.3. Teknisk support og brugersupport, (sammen "**Support**") for Tjenesterne håndteres af Notisum eller af tredjepart for Notisums regning på hverdage og i kontortid (se Notisums hjemmeside [https://www.notisum.com/da/] for den lokale supports kontaktoplysninger og åbningstider m.m.) Indtil andet angives af Notisum håndteres Support uden særskilt vederlag.

7.4. Support omfatter ikke support, vedligeholdelse, fejlsøgning/fejlfhjælpning eller lignende tiltag med henblik på Licenstagernes eller Brugernes soft- eller hardware, internetforbindelser og/eller produkter/tjenester, som ikke håndteres af Notisum eller for hvilke Notisum ikke udtrykkeligt hæfter for. Support omfatter heller ikke spørgsmål vedrørende anvendelse af den lovgivning og andre regler, som omfattes af leveringen af Tjenesterne.

8. Fejl eller mangler

8.1. Ved fejl eller mangler i Tjenesterne ved Tilslutningspunktet skal Licenstageren kontakte Notisum for afhjælpning (se Notisums hjemmeside [https://www.notisum.com/da/] for kontaktoplysninger til fejl-anmeldelse).

8.2. Notisum hæfter for fejl eller mangler i Tjenesterne, som indebærer at Tjenesternes indhold eller funktionalitet ikke i væsentlig henseende opfylder Notisums til enhver tid gyldige tjenestebeskrivelser, og at fejlen eller manglen kan henføres til Notisum. Notisum hæfter ikke for fejl eller mangler, der kan henføres til Licenstageren, Brugere eller tredjepart, som Notisum ikke udtrykkeligt hæfter for.

8.3. Da Tjenesterne er afhængige af internet, er Licenstageren indforstået med, at afbrydelser, forsinkelser, fejl og lignende hindringer imellem Tjenesterne og Brugeren, såsom på internettet, ikke udgør fejl i Tjenesterne.

8.4. Ved fejl eller mangler i Tjenesterne, som ikke afhjælpes inden for rimelig tid, og som indebærer, at Brugerens anvendelse af Tjenesterne påvirkes væsentligt i negativ retning, har Licenstageren ret til rimelig prisnedsættelse fra tidspunktet for fejlmeddelelsen indtil fejlen eller manglen er afhjulpet. Hvis fejlen eller manglen er væsentlig og ikke afhjælpes inden for en rimelig frist, har Licenstageren ret til at opsige Abonnementsaftalen helt eller delvist. Dette udgør sammen med bestemmelserne i punkt 11 udtømmende Notisums ansvar for fejl eller mangler i Tjenesterne.

9. Betaling

9.1. Licenstageren er ansvarlig for at betale de aftalte, eller i andet tilfælde til enhver tid gældende, afgifter for al anvendelse af Tjenesterne.

9.2. Notisum kan til enhver tid øge afgifterne med direkte virkning, såfremt forøgelsen direkte kan henføres til eksterne faktorer såsom ændret valutakurs, skat eller lignende generelle afgifter samt ved andre lignende omstændigheder af økonomisk betydning for Tjenesten, der er uden for Notisums kontrol, og som påvirker omkostningerne ved opretholdelse af Tjenesterne. Medmindre andet fremgår af Abonnementsaftalen eller disse generelle vilkår, skal Notisum informere om afgiftsændringer, der ikke kan henføres til eksterne faktorer, senest (30) tredive dage inden afgiftsændringer træder i kraft, hvorved Licenstageren har mulighed for at opsige Abonnementsaftalen med (30) tredive dages opsigelsesvarsel.

9.3. Afgiften betales forud for abonnementet med betalingsbetingelse på (30) tredive dage netto fra fakturadato. Eventuelle særskilte afgifter for tilslutning og anvendelse af visse typer Tjenester betales som restance imod faktura iht. til de netop nævnte betalingsvilkår.

9.4. Såfremt Licenstagere ikke foretager betaling inden for den anførte betalingsfrist, påløber der det udestående beløb morarente i overensstemmelse med rentelovens regler herom. Ved fremsendelse af rykker tilføjes rykkerafgift. Såfremt, der ikke modtages betaling, forbeholder Notisum sig retten til midlertidigt at lukke for adgang til tjenesterne indtil samtlige forfaldne beløb er betalt og/eller opsige Abonnementsaftalen til ophør (14) fjorten dage efter rykkeren er fremsendt.

9.5. Samtlige beløb i Abonnementsaftalen og Notisums prisliste angives eksklusive moms. Kunden har pligt til at betale moms, andre skatter og offentlige afgifter, som udgår fra eller kan komme til at udgå fra Tjenesterne.

9.6. Ved opsigelse tilbagebetales allerede indbetalt fast afgift ikke med undtagelse af ved opsigelse iht. punkterne 8.4, 14.3 og 16. Ved opsigelse skal Kunden betale eventuelle særskilte udgifter, som faktureres som restance til Notisum iht. punktet 9.3.

10. Force majeure

10.1. Ingen af parterne hæfter overfor den anden part for gennemførelse af forpligtelser, iht. Abonnementsaftalen eller disse generelle vilkår, som forhindres af omstændigheder uden for partens eller dennes leverandørers kontrol ("**Force Majeure**"), indbefattet men ikke begrænset til krig og mobilisering, naturkatastrofer, epidemier, lockout eller anden arbejdskonflikt, mangel på naturressourcer, brand, beskadigelse på anvendt udstyr, ændrede myndighedsbestemmelser, statslig indgriben, afbrydelser i offentlig forsyning, herunder energiforsyning og computervirus i tjenesterne samt import- og eksportforbud og andre forbud uden for partens kontrol.

10.2. Det påligger den part, som ønsker at påberåbe Force majeure, at underrette den anden part uden forsinkelse om dens forekomst og ophør.

10.3. Hvis fuldbyrdelsen af Abonnementsaftalen og opfyldelsen af disse generelle vilkår umuliggøres på under halvfems (90) dage på grund af Force Majeure, har hver part ret til gennem skriftlig meddelelse til den anden part at opsige Abonnementsaftalen.

11. Ansvarsbegrænsning og reklamation

11.1. Licenstagere skal erstatte Notisum for skader, som Notisum udsættes for, der skyldes at Licenstagere og/eller Brugere anvender Tjenesterne i strid med Abonnementsaftalen og disse generelle vilkår eller på en måde, der skader Notisum.

11.2. Udover hvad der angives under punkt 8, har Notisum ikke noget ansvar for Tjenesternes funktionalitet eller kvalitet. Notisum hæfter ikke for faktuelle fejl eller andre fejl i Tjenesterne eller for de skader, der kan opstå som et følge deraf. Notisum hæfter desuden ikke for råd eller oplysninger, som Licenstagere eller Brugere har fået mulighed for at få fra en af Notisum ansat konsulent eller tredjepart i forbindelse med Tjenesterne.

11.3. Notisum hæfter ikke for tab af produktion, tab af fortjeneste, tabt indkomst, følgeskader eller anden indirekte skade eller tab.

11.4. Notisums samlede ansvar over for Licenstagere er, med undtagelse af tilfælde af grov uagtsomhed eller forsæt, begrænset til den compensation, som Notisum har modtaget i løbet af de sidste tolv (12) måneder fra Licenstagere i henhold til Abonnementsaftalen. Notisum hæfter ikke over for nogen anden end Licenstagere, som f.eks. Brugere, Licenstagernes kunder, leverandører, partnere eller myndigheder, der overvåger Licenstagere.

11.5. Reklamation og andre krav skal indgives skriftligt og uden forsinkelse fra det tidspunkt, hvor parten opdagede eller burde have opdaget den omstændighed, der giver anledning til kravet, dog senest inden seks (6) måneder fra, at omstændigheden opstod, hvorefter kravet ellers bortfalder.

12. Kundedata

12.1. Notisum er ikke berettiget til at anvende data, som Licenstagere selv eller gennem Brugere sender til Notisum, eller som Notisum på anden måde modtager gennem Licenstagernes brug af Tjenesterne ("**Kundedata**"), medmindre andet er angivet i denne Aftale.

12.2. Notisum må anvende Kundedata til at udføre opgaven, til statistiske endemål samt til at forbedre og udvikle Notisums Tjenester.

12.3. Notisum må også overføre kundedata til koncernvirksomheder og leverandører, hvis dette er nødvendigt for at kunne levere eller udvikle Tjenesterne.

12.4. Licenstagere skal sikre sig, at Kundedata er fri for virus, trojanere, orme eller anden software eller kode, der kan skade Tjenesterne eller Notisums IT-miljø.

13. Immaterielle rettigheder

13.1. Disse generelle vilkår og betingelser betyder ikke, at ophavsret eller andre intellektuelle ejendomsrettigheder til Tjenesterne overføres til Licenstagere, Brugere eller anden tredjepart. Licenstagere og Brugere må ikke kopiere, ændre eller på anden måde håndtere software eller andet materiale, der tilhører Tjenesterne, og heller ikke overføre eller give ret til sådan software eller materiale til en anden, medmindre det følger af disse generelle betingelser eller på anden måde, er aftalt skriftligt med Notisum.

13.2. Licenstagere forpligter sig til at forsvare Notisum for egen regning, hvis der fremsættes krav, eller der anlægges sag om lovovertrædelse på grund af Licenshavers eller Brugers brug af Tjenesterne i

strid med disse generelle betingelser. Licenstagere forpligter sig yderligere til at godtgøre Notisum for alle de omkostninger og skader, som Notisum måtte være forpligtet til at betale gennem forlig eller dom.

14. Kontraktperiode

14.1. Medmindre andet aftales gælder Abonnementsaftalen fra underskrivelsestidspunktet og tolv (12) måneder frem.

14.2. Hvis Abonnementsaftalen ikke opsiges senest tres (60) dage inden udløb af kontraktperioden, ved at Licenstagere senest på dette tidspunkt underretter Notisum om opsigelsen, forlænges Abonnementsaftalen automatisk med tolv (12) måneder eller med den forlængelsesperiode, der er blevet aftalt, med en tilsvarende opsigelsesperiode. Ved forlængelse af Abonnementsaftalen anvendes Notisums til enhver tid gældende generelle vilkår og priser. Opsigelsen skal være skriftlig.

14.3. Ud over hvad der ellers er angivet i Abonnementsaftalen og disse generelle vilkår, har en part ret til at opsiges Abonnementsaftalen med øjeblikkelig virkning, hvis modparten (a) misligholder kontrakten og undlader at afhjælpe misligholdelsen inden for tyve (20) dage efter modtagelse af den anden parts skriftlige påmindelse om overtrædelsen eller (b) indleder en likvidationsprocedure, ansøger om eller erklæres konkurs, suspenderer betalinger eller på anden måde kan påtvinges insolvens.

14.4. Fra og med datoen for opsigelsen af Abonnementsaftalen har Licenstagere ikke længere nogen ret til at anvende Tjenesterne. I det omfang Notisum har gemt Resultater fra Brugere eller andet materiale i forbindelse med Tjenesterne, har Notisum ret til at slette sådant materiale efter halvfems (90) dage fra Abonnementsaftalens ophør.

15. Fortrolighed

15.1. "**Fortrolige oplysninger**" henviser til enhver information af økonomisk, teknisk, kommerciel eller anden art, der kan tilskrives parterne og deres beslægtede virksomheder, uanset om oplysningerne er dokumenteret på skrift eller ej. Fortrolige oplysninger betragtes dog ikke som information, der er almindeligt kendt eller er kommet offentligheden til kendskab på nogen anden måde end gennem den modtagende parts overtrædelse af disse generelle vilkår.

15.2. Parterne forpligter sig hverken helt eller delvist at afsløre Fortrolige oplysninger, der er indhentet i forbindelse med Abonnementsaftalen og disse generelle vilkår, der kan tilskrives den anden part eller tredjemand, medmindre den anden part har givet sit forudgående skriftlige samtykke, eller hvis den part, der videregiver fortrolige oplysninger er forpligtet til at gøre dette i overensstemmelse med gældende lovgivning, håndhævet dom, bindende myndighedsafgørelse eller iht. forskrifter eller gældende regler for regulerede markeder. Parterne må ikke anvende Fortrolige oplysninger til andet formål end at udøve deres rettigheder og forpligtelser i henhold til Abonnementsaftalen og disse generelle vilkår. En part skal træffe alle nødvendige foranstaltninger for at forhindre sine ansatte eller kontrahenter i på uautoriseret vis at formidle eller anvende Fortrolige oplysninger.

15.3. Parternes fortrolighedsforpligtelser gælder uden tidsbegrænsning.

15.4. Notisum kan i markedsføringsøjemed - efter særlig aftale med Licenstagere - angive, at Licenstagere er brugere af Tjenesterne.

16. Ændring af generelle vilkår

Notisum har ret til at ændre disse generelle vilkår uden forudgående godkendelse fra Licenstagere. Licenstagere vil blive informeret om eventuelle ændringer, der udgør en væsentlig ulempe for denne, og sådanne ændringer vil træde i kraft tredive (30) dage efter, at Licenstagere er blevet underrettet om ændringen. Ved ændringer, der udgør en væsentlig ulempe for Licenstagere, har denne ret til senest fjorten (14) dage før ændringen træder i kraft at informere Notisum om, at Licenstagere opsiges Abonnementsaftalen fra og med datoen for ændringens ikrafttræden. Opsigelsen skal være skriftlig.

17. Beskeder

17.1. Notisum giver Licenstagere besked via Tjenesterne, breve til den adresse, der er angivet af Licenstagere, e-mails til den e-mailadresse, der er angivet af Licenstagere eller på anden vis, som parterne er blevet enige om.

17.2. Besked til Licenstagere om en ændring af vilkår og andre mulige beskeder i overensstemmelse med disse generelle vilkår anses for at være modtaget af Licenstagere senest tre (3) dage efter, at beskeden er blevet sendt med posten til den adresse, som Licenstagere senest har informeret Notisum om. Beskeder, der skrives i Tjenesten eller sendes via e-mail til den e-mailadresse, der er den seneste, som Licenstagere har informeret Notisum om, anses for at have nået Licenstagere med det samme.

17.3. Licenstagere er forpligtet til i Tjenesten at underrette Notisum om opdateringer til sin adresse, e-mailadresse eller andre kontaktoplysninger, der stilles Notisum til rådighed.

17.4. Licenstagere kan sende beskeder til Notisum angående disse generelle vilkår ved at anvende Notisums brugersupport i Tjenesterne.

18. Lovvalg og jurisdiktion

Dansk materiel lovgivning skal være gældende for disse vilkår. Tvister vedrørende disse vilkår skal afgøres af Københavns byret som første instans.

Annex 1 Data Processing Agreement

This Data Processing Agreement is between the Licensee, Data Controller, and Notisum, Data Processor, each a “Party” and collectively the “Parties”.

The parties HAVE AGREED on the following Standard Contractual Clauses (the Clauses) in order to meet the requirements of the GDPR and to ensure the protection of the rights of the data subject.

1 Preamble

- 1.1 These Contractual Clauses (the Clauses) set out the rights and obligations of the data controller and the data processor, when processing personal data on behalf of the data controller.
- 1.2 The Clauses have been designed to ensure the parties’ compliance with Article 28(3) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.3 In the context of the provision of using Notisum’s internet services, the data processor will process personal data on behalf of the data controller in accordance with the Clauses. The Clauses shall take priority over any similar provisions contained in other agreements between the parties.
- 1.4 Four appendices are attached to the Clauses and form an integral part of the Clauses.
- 1.5 Appendix A contains details about the processing of personal data, including the purpose and nature of the processing, type of personal data, categories of data subject and duration of the processing.
- 1.6 Appendix B contains the data controller’s conditions for the data processor’s use of sub-processors and a list of sub-processors authorised by the data controller.
- 1.7 Appendix C contains the data controller’s instructions with regards to the processing of personal data, the minimum-security measures to be implemented by the data processor and how audits of the data processor and any sub-processors are to be performed.
- 1.8 Appendix D contains provisions for other activities which are not covered by the Clauses.
- 1.9 The Clauses along with appendices shall be retained in writing, including electronically, by both parties.
- 1.10 The Clauses shall not exempt the data processor from obligations to which the data processor is subject pursuant to the General Data Protection Regulation (the GDPR) or other legislation.

2 The rights and obligations of the data controller

- 2.1 The data controller is responsible for ensuring that the processing of personal data takes place in compliance with the GDPR (see Article 24 GDPR), the applicable EU or Member State data protection provisions and the Clauses.
- 2.2 The data controller has the right and obligation to make decisions about the purposes and means of the processing of personal data.
- 2.3 The data controller shall be responsible, among other, for ensuring that the processing of personal data, which the data processor is instructed to perform, has a legal basis.

3 The data processor acts according to instructions.

- 3.1 The data processor shall process personal data only on documented instructions from the data controller, unless required to do so by Union or Member State law to which the processor is subject. Such instructions shall be specified in appendices A and C. Subsequent instructions can also be given by the data controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically, in connection with the Clauses.
- 3.2 The data processor shall immediately inform the data controller if instructions given by the data controller, in the opinion of the data processor, contravene the GDPR or the applicable EU or Member State data protection provisions.

4 Confidentiality

- 4.1 The data processor shall only grant access to the personal data being processed on behalf of the data controller to persons under the data processor's authority who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and only on a need-to-know basis. The list of persons to whom access has been granted shall be kept under periodic review. On the basis of this review, such access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.
- 4.2 The data processor shall at the request of the data controller demonstrate that the concerned persons under the data processor's authority are subject to the abovementioned confidentiality.

5 Security of processing

- 5.1 Article 32 GDPR stipulates that, taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the data controller and data processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
- 5.2 The data controller shall evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. Depending on their relevance, the measures may include the following:
 - 5.3 Pseudonymisation and encryption of personal data.
 - 5.4 The ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services.
 - 5.5 The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
 - 5.6 A process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 5.7 According to Article 32 GDPR, the data processor shall also – independently from the data controller – evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. To this effect, the data controller shall provide the data processor with all information necessary to identify and evaluate such risks.
- 5.8 Furthermore, the data processor shall assist the data controller in ensuring compliance with the data controller’s obligations pursuant to Articles 32 GDPR, by inter alia providing the data controller with information concerning the technical and organisational measures already implemented by the data processor pursuant to Article 32 GDPR along with all other information necessary for the data controller to comply with the data controller’s obligation under Article 32 GDPR.
- 5.9 If subsequently – in the assessment of the data controller – mitigation of the identified risks requires further measures to be implemented by the data processor, than those already implemented by the data processor pursuant to Article 32 GDPR, the data controller shall specify these additional measures to be implemented in Appendix C.

6 Use of sub-processors

- 6.1 The data processor shall meet the requirements specified in Article 28(2) and (4) GDPR in order to engage another processor (a sub-processor).
- 6.2 The data processor shall therefore not engage another processor (sub-processor) for the fulfilment of the Clauses without the prior general written authorisation of the data controller.
- 6.3 The data processor has the data controller's general authorisation for the engagement of sub-processors. The data processor shall inform in writing the data controller of any intended changes concerning the addition or replacement of sub-processors at least 3 months in advance, thereby giving the data controller the opportunity to object to such changes prior to the engagement of the concerned sub-processor(s). Longer time periods of prior notice for specific sub-processing services can be provided in Appendix B. The list of sub-processors already authorised by the data controller can be found in Appendix B.
- 6.4 Where the data processor engages a sub-processor for carrying out specific processing activities on behalf of the data controller, the same data protection obligations as set out in the Clauses shall be imposed on that sub-processor by way of a contract or other legal act under EU or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Clauses and the GDPR.
- 6.5 The data processor shall therefore be responsible for requiring that the sub-processor at least complies with the obligations to which the data processor is subject pursuant to the Clauses and the GDPR.
- 6.6 A copy of such a sub-processor agreement and subsequent amendments shall – at the data controller's request – be submitted to the data controller, thereby giving the data controller the opportunity to ensure that the same data protection obligations as set out in the Clauses are imposed on the sub-processor. Clauses on business related issues that do not affect the legal data protection content of the sub-processor agreement, shall not require submission to the data controller.
- 6.7 If the sub-processor does not fulfil his data protection obligations, the data processor shall remain fully liable to the data controller as regards the fulfilment of the obligations of the sub-processor. This does not affect the rights of the data subjects under the GDPR – in particular those foreseen in Articles 79 and 82 GDPR – against the data controller and the data processor, including the sub-processor.

7 Transfer of data to third countries or international organisations

- 7.1 Any transfer of personal data to third countries or international organisations by the data processor shall only occur on the basis of documented instructions from the data controller and shall always take place in compliance with Chapter V GDPR.
- 7.2 In case transfers to third countries or international organisations, which the data processor has not been instructed to perform by the data controller, is required under EU or Member State law to which the data processor is subject, the data processor shall inform the data controller of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest.
- 7.3 Without documented instructions from the data controller, the data processor therefore cannot within the framework of the Clauses:
- 7.4 Transfer personal data to a data controller or a data processor in a third country or in an international organization.
- 7.5 Transfer the processing of personal data to a sub-processor in a third country.
- 7.6 Have the personal data processed in by the data processor in a third country?
- 7.7 The data controller's instructions regarding the transfer of personal data to a third country including, if applicable, the transfer tool under Chapter V GDPR on which they are based, shall be set out in Appendix C.6.
- 7.8 The Clauses shall not be confused with standard data protection clauses within the meaning of Article 46(2)(c) and (d) GDPR, and the Clauses cannot be relied upon by the parties as a transfer tool under Chapter V GDPR.

8 Assistance to the data controller

- 8.1 Taking into account the nature of the processing, the data processor shall assist the data controller by appropriate technical and organisational measures, insofar as this is possible, in the fulfilment of the data controller's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR.

This entails that the data processor shall, insofar as this is possible, assist the data controller in the data controller's compliance with:

- a The right to be informed when collecting personal data from the data subject.
- b The right to be informed when personal data have not been obtained from the data subject.
- c The right of access by the data subject
- d The right to rectification
- e The right to erasure ('the right to be forgotten')
- f The right to restriction of processing
- g Notification obligation regarding rectification or erasure of personal data or restriction of processing
- h The right to data portability
- i The right to object
- j The right not to be subject to a decision based solely on automated processing, including profiling.

- 8.2 In addition to the data processor's obligation to assist the data controller pursuant to Clause 5.3., the data processor shall furthermore, taking into account the nature of the processing and the information available to the data processor, assist the data controller in ensuring compliance with:

- a The data controller's obligation to without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the personal data breach to the competent supervisory authority, The Danish Data Protection Agency, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons;
- b The data controller's obligation to without undue delay communicate the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.
- c The data controller's obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment).
- d The data controller's obligation to consult the competent supervisory authority, the Danish Data Protection Agency, prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the data controller to mitigate the risk.

- 8.3 The parties shall define in Appendix C the appropriate technical and organisational measures by which the data processor is required to assist the data controller as well as the scope and the extent of the assistance required. This applies to the obligations foreseen in Clause 8.1. and 8.2.

9 Notification of personal data breach

- 9.1 In case of any personal data breach, the data processor shall, without undue delay after having become aware of it, notify the data controller of the personal data breach.
- 9.2 The data processor's notification to the data controller shall, if possible, take place within 36 hours after the data processor has become aware of the personal data breach to enable the data controller to comply with the data controller's obligation to notify the personal data breach to the competent supervisory authority, cf. Article 33 GDPR.
- 9.3 In accordance with Clause 9(2)(a), the data processor shall assist the data controller in notifying the personal data breach to the competent supervisory authority, meaning that the data processor is required to assist in obtaining the information listed below which, pursuant to Article 33(3) GDPR, shall be stated in the data controller's notification to the competent supervisory authority:
- a. The nature of the personal data including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned.
 - b. The likely consequences of the personal data breach.
 - c. The measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 9.4 The parties shall define in Appendix C all the elements to be provided by the data processor when assisting the data controller in the notification of a personal data breach to the competent supervisory authority.

10 Erasure and return of data.

- 10.1 On termination of the provision of personal data processing services, the data processor shall be under obligation to delete all personal data processed on behalf of the data controller and certify to the data controller that it has done so unless Union or Member State law requires storage of the personal data.

11 Audit and inspection

- 11.1 The data processor shall make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 and the Clauses and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller.
- 11.2 Procedures applicable to the data controller's audits, including inspections, of the data processor and sub-processors are specified in appendices C.7. and C.8.

- 11.3 The data processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the data controller's and data processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the data processor's physical facilities on presentation of appropriate identification.

12 The parties' agreement on other terms

- 12.1 The parties may agree other clauses concerning the provision of the personal data processing service specifying e.g., liability, if they do not contradict directly or indirectly the Clauses or prejudice the fundamental rights or freedoms of the data subject and the protection afforded by the GDPR.

13 Commencement and termination

- 13.1 The Clauses is an integrated part of the general terms of conditions and is valid from the acceptance of those.
- 13.2 Both parties shall be entitled to require the Clauses renegotiated if changes to the law or inexpediency of the Clauses should give rise to such renegotiation.
- 13.3 The Clauses shall apply for the duration of the provision of personal data processing services. For the duration of the provision of personal data processing services, the Clauses cannot be terminated unless other Clauses governing the provision of personal data processing services have been agreed between the parties.
- 13.4 If the provision of personal data processing services is terminated, and the personal data is deleted or returned to the data controller pursuant to Clause 10.1. and Appendix C.4., the Clauses may be terminated by written notice by either party.

Appendix A - Information about the processing

A.1. The purpose of the data processor's processing of personal data on behalf of the data controller is:

The Data Processor is delivering internet services to the Data Controller to support regulatory monitoring and handling legal compliance matters.

A.2. The data processor's processing of personal data on behalf of the data controller shall mainly pertain to (the nature of the processing):

Notisum's internet services may be used to collect, process, and store personal information as part of the data controllers work with legal compliance matters. The Data Processor will only process personal data according to the Instruction from the Data Controller.

A.3. The processing includes the following types of personal data about data subjects:

The categories of personal data that are processed constitute all types of information that could potentially be relevant for handling compliance matters, e.g., personal data in connection with:

- a. identifying responsible natural persons for legal monitoring, auditing and other processes assisted by Notisum's internet services,
- b. storage of compliance audit proof documents and photos, permits and other internal documents,
- c. other information that appears from the content of data material that can be used in the process of regulatory monitoring and legal compliance audits.

The abovementioned list is a non-exhaustive list, and the data controller has the overall responsibility to ensure, that they have the right to process the personal data, which is uploaded to Notisum's internet services. The data processor does not control the types of documents and their content.

A.4. Processing includes the following categories of data subject:

The data subjects to whom the personal data relate will be parties who have or have had a relationship with the Data Controller and whose information is relevant to process by the Data Controller when conducting its process of regulatory monitoring and legal compliance audits, including among others.

- a. management, employees, and advisors,
- b. parties who assist the Data Controller with tasks within the area of regulatory monitoring and legal compliance audits from a practical, technical, economic, or legal perspective,
- c. parties whose information may prove relevant in connection with the conduct of compliance audits, or
- d. information about parties who send or receive e-mails from the Data Controller, or whose information appears inside such e-mails, if such emails are store in Notisum's web services.

The abovementioned list is a non-exhaustive list, and the data controller has the overall responsibility to ensure, that they have the right to process the personal data, which is uploaded to Notisum's internet services. The data processor does not control the types of documents and their content.

A.5. The data processor's processing of personal data on behalf of the data controller may be performed when the Clauses commence. Processing has the following duration:

The processing is not time-limited and lasts until the Clauses are terminated or terminated by one of the Parties.

Appendix B - Authorized sub-processors

B.1. Approved sub-processors.

On commencement of the Clauses, the data controller authorises the engagement of the following sub-processors:

NAME	ORG NO:	ADDRESS	DESCRIPTION OF PROCESSING
Karnov Group Denmark	10361990	Sankt Petri Passage 5, St. 1165 Copenhagen	E-mail handling and data storage. Karnov Group Denmark uses Microsoft Azure as cloud computing platform and data is stored on servers inside the EU (Microsoft West Europe (Netherlands) Microsoft North Europe (Ireland)).
Notisum AB	556516-2467	Norra Vallgatan 70, 211 11 Malmö, Sweden	Using the Notisum platform and content in Sweden
Echoline SAS	517886990	5, esplanade Compans Caffarelli – CS 57130 – Bâtiment A - 31071 TOULOUSE Cédex 7. FRANCE	Using the Notisum platform and content in France
DL Moberg AB	559132-7324	Vattenverksvägen 8, 184 33 ÅKERSBERGA	Database development and maintenance, customer support and customer implementation projects.
Mandoit AB	556063-8644	Sköldvägen 17. 187 36 TÄBY	Database development and maintenance, customer support and customer implementation projects.
Kopparklinten AB	556703-5612	Vindarnas väg 8, 42935 KULLAVIK	Database development and maintenance, customer support and customer implementation projects.

The data controller shall on the commencement of the Clauses authorise the use of the abovementioned sub-processors for the processing described for that party. The data processor shall not be entitled – without the data controller’s explicit written authorisation – to engage a sub-processor for a ‘different’ processing than the one which has been agreed upon or have another sub-processor perform the described processing.

B.2. Prior notice for the authorisation of sub-processors

The data processor's request for authorisation of a different sub-processor or change of processing activities must be received by the data controller at least 3 months prior to the application or change will commence. The data controller may only refuse approval if the data controller has reasonable, specific reasons for this.

Appendix C - Instruction pertaining to the use of personal data.

C.1. The subject of/instruction for the processing

The data processor's processing of personal data on behalf of the data controller shall be carried out by the data processor performing the following:

The data processor delivers Notisum's internet services, where personal information is collected, processed, and stored. The data processor may only process such personal data to the extent necessary to perform the tasks described in this appendix and the instructions documented by the data controller at any time.

The data processor is delivering the Notisum's internet services to the data controller to support the data controller's regulatory monitoring and handling of legal compliance matters.

C.2. Security of processing

The level of security shall take into account:

The nature, scope context and purposes of the processing activity as well as the risk for the rights and freedoms of natural persons, the data processor shall maintain an appropriate level of data security in accordance with best practice.

The Data Processor implements the following measures, which have been agreed with the Data Controller:

- a. At all times comply with the provisions described in the General Data Protection Regulation.
- b. Ensure the necessary technical and organizational measures against information being accidentally or illegally destroyed, lost, or impaired and that it comes to the knowledge of unauthorized persons, misused, or otherwise processed in violation of the General Data Protection Regulation.
- c. Protection of data where it is transmitted and stored. Data is encrypted in the transfer between the data controller and the data processor.
- d. Access to personal data is ensured only to relevant users.
- e. The ability to ensure the ongoing confidentiality, integrity, availability and robustness of processing systems and services.
- f. Using logging
- g. Remote security of premises where personal data is processed.
- h. Perform annual risk assessments to determine if the agreed measures are sufficient.

C.3. Assistance to the data controller

The data processor shall insofar as this is possible – within the scope and the extent of the assistance specified below – assist the data controller in accordance with Clause 8.1. and 8.2. by implementing the following technical and organisational measures:

The data processor shall assess the need for, and to the extent necessary implement, processes that ensure assistance to the data controller in fulfilling its obligations to respond to requests for the exercise of the data subject's rights.

The data processor must assess the need for, and to the extent necessary implement, processes that ensure assistance to the data controller, with all the information available to the data processor that is needed for the data controller to assess the extent of the breach, report the breach to the supervisory authority and notify the data subjects.

In the event of a breach of personal data security, the following information must be submitted to the Data Controller:

Date and time:	The breach of personal data was detected on [date], at [time].
Circumstances of data breach:	The breach is due to [the circumstances of the breach of data security].
The character / nature of the breach:	At present, it is noted that [Insert information about the nature of the breach. As long as it is possible to determine the following: 1) Categories and the approximate number of data subjects involved 2) Categories and the approximate amount of personal data information involved.]
Other relevant information	At this point, it is noted that [Indicate other information about the breach of personal data that may be useful to the data controller's assessment of the impact of the breach].
Actions taken:	In order to limit the extent and consequences of the breach, we have so far [Measures taken by Notisum to address the breach of personal data, including measures taken to limit any harmful effects].
Point of Contact at the data processor:	[Contact information].

The information must be sent to the data controller's contact person as specified in clause 14 of the Clauses.

The data controller has the right at any time to request that answers be specified in the event of any questions of doubt.

C.4. Storage period/erasure procedures

Personal data is stored for up to 12 months after termination of the agreement after which the personal data is automatically erased by the data processor.

Upon termination of the provision of personal data processing services, the data processor shall delete the personal data in accordance with Clause 10.1., unless the data controller – after the signature of the contract – has modified the data controller's original choice. Such modification shall be documented and kept in writing, including electronically, in connection with the Clauses.

C.5. Processing location

Processing of the personal data under the Clauses cannot be performed at other locations than the following without the data controller's prior written authorisation:

Notisum's internet services are hosted in Microsoft azure and are therefore located on Microsoft servers within the EU. Data is located at the datacentre Microsoft EU West in the Netherlands and some of the data is replicated at the datacentre Microsoft EU North in Ireland.

Microsoft Azure uses sub-processors the list can be found at https://aka.ms/Online_Serv_Subcontractor_List, who provides technologies to power or provide ancillary services to certain Microsoft Online Services, or who provides contract staff.

C.6. Instruction on the transfer of personal data to third countries

If the data controller does not in the Clauses or subsequently provide documented instructions pertaining to the transfer of personal data to a third country, the data processor shall not be entitled within the framework of the Clauses to perform such transfer.

NAME	ADDRESS	DESCRIPTION OF PROCESSING	LEGAL BASIS FOR THE PROCESSING
Karnov Group Denmark	Microsoft West Europe (Netherlands) and Microsoft North Europe (Ireland)	E-mail handling and data storage. Karnov Group Denmark uses Microsoft Azure as a sub-processor. Data is stored on servers inside the EU and will generally not be transferred outside of the EU.	Standard Contractual Clauses (SCC) and supplementary measures.

C.7. Procedures for the data controller's audits, including inspections, of the processing of personal data being performed by the data processor.

The data processor shall, at the request of the data controller, submit a management statement declaring the data processor's compliance with the data protection regulation, data protection provisions of other EU or national law and these Clauses.

The data controller may request additional information in the form of a written inspection with a questionnaire or using another method.

In addition, the data controller or a representative of the data controller has access to carry out inspections, including physical inspections, on the premises from which the data processor performs the processing of personal data, including physical premises and systems used for or in connection with the processing. Such inspections may be carried out when the data controller deems it necessary.

In addition to the planned inspection, the data controller may carry out an inspection at the data processor when the data controller deems it necessary e.g., in connection with handling breaches of personal data. Inspection visits can be made by relevant employees.

In addition, the data controller or a representative of the data controller has access to carry out inspections, including physical inspections, on the premises from which the data processor performs the processing of personal data, including physical premises and systems used for or in connection with the processing. Such inspections may be carried out when the data controller deems it necessary, but not without prior notification to the data processor.

In addition to the planned inspection, the data controller may carry out an inspection at the data processor, when the data controller deems it necessary, e.g., in connection with handling breaches of personal data. Inspection visits can be made by relevant employees after prior notification.

Any expenses incurred by the data controller in connection with a physical inspection shall be borne by the data controller itself. However, the data processor is obliged to allocate the resources (mainly the time) necessary for the data controller to carry out his inspection.

The Data Processor is entitled to reasonable remuneration for documented time spent at the hourly rate stated in the main agreement, and costs associated with the assistance regarding the abovementioned inspections written, physical or otherwise, unless otherwise agreed between the Parties.

C.8. Procedures for audits, including inspections, of the processing of personal data being performed by sub-processors.

The data processor is responsible for carrying out the necessary supervision of the sub-processors. Documentation of the performed inspection can be sent upon request, to the data controller.

Based on the results of the documentation submitted, the data controller is entitled to request the implementation of additional measures to ensure compliance with the GDPR, data protection provisions of other EU member states, or national law and this DPA.

The Data Processor is entitled to reasonable remuneration for documented time spent at the hourly rate stated in the main agreement, and costs associated with the assistance regarding the abovementioned inspections written, physical or otherwise, unless otherwise agreed between the Parties.

Appendix D - The parties' terms of agreement on other subjects

D.1 Derogation from standard clauses

The paragraph below, has been deleted from the standard contractual clauses and does not apply to this agreement.

The data processor shall agree a third-party beneficiary clause with the sub-processor where – in the event of bankruptcy of the data processor – the data controller shall be a third-party beneficiary to the sub-processor agreement and shall have the right to enforce the agreement against the sub-processor engaged by the data processor, e.g., enabling the data controller to instruct the sub-processor to delete or return the personal data.

D.2 Remuneration to the data processor

The Data Processor is entitled to reasonably and documented remuneration for time spend at the hourly rate stated in the main agreement, for documented and reasonable costs associated with changes and/or assistance to the Data Controller, unless otherwise agreed between the Parties.