

# LICENCE TERMS AND CONDITIONS FOR ONLINE PRODUCTS

KARNOV GROUP DENMARK A/S

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## TERMS AND CONDITIONS FOR LICENSING OF KARNOV GROUP DENMARK A/S ONLINE PRODUCTS

### 1. Introduction

These terms and conditions apply to the licensing of Karnov Group Denmark A/S (Karnov Group) Online Products. If the Licensee purchases additional products and services from the Licensor, such services will automatically be subject to the Licence Terms and Conditions unless specific terms and conditions apply to the additional product or service purchased.

#### 1.1 Definitions

In these Licence Terms and Conditions, the following definitions apply:

"Agreement"	The Parties' agreement to license the Licensed Products issued on conclusion of Agreement.
" Licensor"	Karnov Group Denmark A/S
" Licensee"	The customer who has entered into Agreement with the Licensor for the supply of the Licensed Products
" Users"	All persons who have access to the product licensed products by the Licensee, including employees, students, and other users.
" Licensed Products"	The Licensor's online products for which the Licensee pays a licence fee, and which are subject to these Licence Terms and Conditions.
" Licence"	The right to use the Licensed Products granted to the Licensee through acceptance of the Licence Terms and Conditions and the order confirmation and payment of the relevant licence fees, see clause 2.1 of the Licence Terms and Conditions and the appendices to the Licence Agreement
" (The) Licence Terms and Conditions"	These licence terms and conditions, appendices hereto and any subsequent supplements or amendments, including price changes, see clause 13 of the Licence Terms and Conditions.
"License fee"	The fee the Licensee pays for access to the products during the subscription period
"Subscription period"	The period in which the Licensee has purchased access to the product

## 2. Scope of Licence

### 2.1 Right to use the Licensed Products

By accepting these Licence Terms and Conditions and paying the relevant licence fees, the Licensee is granted a time-limited, non-assignable and non-exclusive right to use the Licensed Products and any later updates or upgrades of the Licensed Products in accordance with the Licence Terms and Conditions.

The licence gives among others the Licensee the right to take the following actions in connection with normal use of the Licensed Products:

- to make searches.
- to make digital and paper prints.
- to copy digitally to own documents.
- to copy physical content for internal use by the Licensee.
- to share content with the Licensee's other Users.
- to download parts of the Licensed Products.
- to add notes for own or the company's use, where possible.
- to set up alerts for new or changed content in the Licensed Products.
- to create folders for relevant documents which can be shared with the Licensee's other Users through the Licensed Products.
- to participate in digital or physical training sessions and in that connection obtain and download diplomas and certificates.

Additional rights of use may follow from the licence terms and conditions for separate products, see the appendices to Agreement.

Information and data constituting the whole or part of the Licensed Products downloaded by the Licensee may not be used in or for any business that competes with the Licensee's current business areas.

Neither the whole nor any part of the Licensed Products may be disclosed or otherwise made available to a third party. The Licensee may, however, disclose to a third party any documentation or similar data compiled by the Licensee using the Licensed Products if such disclosure is necessary for the purpose of providing advice to the Licensee's clients, including in connection with disputes and in pleadings.

Unless otherwise expressly stated, the Licensee may not – and may not permit any third party to – make any changes whatsoever to the Licensed Products or any other documents or data delivered by the Licensee.

### 2.2 Technical requirements for use of the Licensed Products

The Licensee is responsible for procuring and installing browser software suitable for displaying the Licensed Products. The Licensee is aware that accessibility to the Licensed Products depends on the Licensee's choice of browser software. The Licensor will make sure to support browsers in general use. On request to the Licensor, the Licensee will receive information on the browser software that can be used to display the Licensed Products. The Licensor is entitled to change its software which may require the Licensee to buy and install new browser software in order to be able to use the Licensed Products. The Licensee is also

responsible for the connection to the Licensor's server and for keeping up and for maintaining such connection.

## **2.3 Compliance with the Licence Terms and Conditions**

The Licensee is obliged to ensure that the Licensee's Users are informed of and comply with these Licence Terms and Conditions and respect the Licensor's intellectual property rights, including copyrights. The Licensee will carry out continuous compliance checks to ensure compliance with the Licence Terms and Conditions. If the Licensor has good reason to believe that the Licensee is not complying with the Licence Terms and Conditions, the Licensee is obliged to account in writing for circumstances of relevance to the assessment of compliance with the Licence Terms and Conditions if the Licensor so requests. The Licensee is always responsible for the Licensees Users 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 in accordance with the Consumer Contracts Act. Licensee acknowledges that any right of withdrawal ceases when the Licensed Product is put into use. Licensee thus agrees that the right of withdrawal can only be exercised until such time as use of the Licensed is activated. If Licensee is not a consumer, Licensee does not have access to cancel the purchase of the Licensee.

## **3. Exercise of the Licence**

Depending on the subscription type, access to the Licensed I obtained either via an access from the Licensee's IP address, via the individual User's personal password or any combination of the two.

### **3.1 Password-based access**

Only User(s) to whom the Licensor has issued a personal password according to agreement with the Licensee and the Licence Terms and Conditions may use the Licensed Products. A User may log in to the Licensed Products from only three devices at a time.

The Licensee and its Users may not allow third parties to access the Licensed Products via an online service, the Internet, an intranet or otherwise, nor may the Licensee or its Users disclose the password(s) issued by the Licensor to a third party.

If the Licensee is a business, public or private institution, organisation, etc., the Licensee may not allow other employees than the User(s) to whom the Licensor has issued password(s) to access the Licensed Products via an online service, the Internet or an intranet. Nor may the Licensee otherwise disclose the password(s) issued by the Licensor to other employees.

### **3.2 IP address access**

The Licensee is allowed access to the Licensed Products only when logging in from the IP address and the physical address(es) stated in the order confirmation.

With an Agreement on access to the Licensed Products, employees of the Licensee will be entitled (under certain conditions) to create a personal password for the purchased products.

A personal password is active until the earlier of (a) termination of the Agreement and (b) termination of the relevant employee's employment relationship with the Licensee. It is the Licensee's responsibility to notify the Licensor of a terminated employment, as the right to use the personal password ceases as of the date of termination of the employment.

On termination of the employment relationship between the employee and the Licensee, the employee will no longer be entitled to use the personal password as from the date of termination of the employment.

#### **4. Updating and changing the Licensed Products**

The Licensor has the right to update and upgrade the Licensed Products as and when deemed necessary by the Licensor. Any such updating or upgrading will not restrict or change the Licensee's obligations to the Licensor and will not entitle the Licensee to exercise remedies for breach as against the Licensor.

The Licensor is further entitled to modify the functionality of the Licensed Products, including removing and/or changing functions, that the Licensor considers necessary for the purpose of generally providing the best possible service to its customers. No such changes to the functionality of the Licensed Products will restrict or change the Licensee's obligations to the Licensor; nor do any such changes to the Licensed Products entitle the Licensee to exercise remedies for breach as against the Licensor. The removal of key functions, including functions that support document searches, monitoring, or printing, must, however, be deemed to constitute an amendment to the Licence Terms and Conditions. In case of such removal, the full wording of clause 13 of the License Terms and Conditions applies, meaning that the removal is subject to the notice set out in clause 13.

### **5. Rights**

#### **5.1 Rights in the Licensed Products**

The Licensor or its third-party assignor owns the copyrights and any other rights in the Licensed Products, including html code, text, images, or other elements to which the Licensee may obtain access through Karnov Group Online Products. The copyrights also include any physical records, including user manuals and course material provided by the Licensor to the Licensee. Finally, text, graphics, images, sound and other content on the licensed are protected by copyright law. The licensor thus reserves all rights to the content, including the right to exploit the content for the purposes of text and data mining, cf. Section 11 b of the Copyright Act and Article 4 of the DSM Directive.

The Licensee must respect the Licensor's rights, and the Licensee is liable (without any limitation as to amount) for any failure to respect such rights, including any unauthorised disclosure of the Licensed Products to a third party. The Licensee may not break or alter any security mechanisms, including security codes, nor may the Licensee change or remove notices in the Licensed Products concerning rights, trademarks, product details or similar information.

#### **5.2 Rights in notes**

The Licensee and its Users can write their own notes in the online services. The Licensee and its Users have the right of control over their own notes at their discretion. Thus, the Licensor will not use notes prepared by the Licensee or its Users for its own purposes.

The Licensee agrees that the Licensor will delete all notes prepared by the Licensee or its Users on termination of the Agreement, and that the notes of individual Users will be deleted on termination of the

employment relationship between a User and the Licensee and in continuation of notification from the Licensee about termination of employment, see point 3.

The Licensee will ensure that its Users are given notice that their notes will be deleted on termination of the Agreement and on termination of the employment relationship with the Licensee. Any disputes between the Licensee and its Users concerning the right in notes and deletion of notes are thus of no concern to the Licensor.

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

### **6.1 Time allowed for payment**

Licence fees are payable in advance for subscription periods of twelve (12) months. All invoices are payable in cash 14 days from the date of invoice.

If the Licensee fails to make payment within the time allowed for payment, default interest will accrue in accordance with the applicable rules of the Danish Interest Act ("*renteloven*").

The Licensee reserves the right to suspend access to the Licensed Products if the Licensor does not receive timely payment of licence fees from the Licensee. The Licensee is not entitled to a refund of licence fees as a result of lack of access to the Licensed Products where the suspension of access to the Licensed Products is due to the Licensee's failure to pay licence fees.

### **6.2 Disabling, transferring or adding users**

No payments will be refunded where a user is disabled regardless of when in the subscription period the user is disabled. The Licensee may transfer a disabled user to another User during the remaining part of the subscription period.

The Licensee may purchase access for additional users. Any such access for additional users will be invoiced when created, and invoices will cover the remainder of the subscription period.

## **7. Rectification of errors**

The Licensed is licensed as is without warranty of any kind. Licence to the Licensed Products is granted on an 'as is' basis and with no warranty whatsoever. Consequently, the Licensor gives no warranty for uninterrupted and error-free running of or connection to the Licensed Products. The Licensor will continuously test the Licensed Products but cannot rule out the risk of errors or malfunctions in the Licensed Products – like in any other software made available online. Any such errors or malfunctions do not give the Licensee the right to terminate for breach, remedial action or other remedies for breach. The same applies to errors in content. The Licensor endeavours to remedy error and malfunctions in the Licensed Products on a continuous basis, but does not guarantee that all bugs, errors or other vulnerabilities will be remedied.

## **8. Support**

The Licensee is entitled to both telephone and email support from the Licensor's customer service. Such support is provided solely for the Licensed Products and not for their interaction with the Licensee's hardware, browsers, software, etc.

The Licensor will provide support within the Licensor's normal opening hours as announced on the Licensor's website. The Licensor will endeavour to respond to all queries as promptly as possible and acknowledge receipt of any query within one business day. The Licensee can expect a response within three business days. In case a query requires further investigations, the Licensee/User will be given notice within three business days with an estimate of when a response will be given.

## **9. Liability and damages**

The Licensor is liable for injury or damage caused by a defective product under the mandatory provisions of Danish product liability legislation but accepts no liability for injury or damage caused by a defective product on any other basis.

The Licensor is under no circumstances liable to the Licensee for indirect loss or consequential damage arising in connection with the use of the Licensed products, including but not limited to operating loss, loss of expected profit, loss and/or restoration of data, loss of goodwill and other forms of consequential damage. This specifically implies that the Licensor is not liable to the Licensee for errors the Licensee's advice to third parties that are due to errors or deficiencies in the Licensed products.

The Licensor's liability for loss or damage may, according to the License Agreement, under no circumstances exceed the amount that the Licensee has paid to the Licensor for the subscription period in which the damage occurred

The Licensor accepts no liability for any loss, damage or injury attributable to the Licensee's own connection to the Licensor's service, including lack of connection, system breakdown, etc. The same applies in respect of the Licensee's other IT equipment, browser, software, etc.

In case of the Licensee's breach of these Licence Terms and Conditions, the Licensor is entitled to damages in accordance with the general rules of Danish law in addition to any claim for compensation for unauthorised use of the Licensed Products.

## **10. Force majeure**

Under the Agreement, neither party will be deemed to be liable to the other party for failure to perform its obligations under the Agreement if such failure is due to causes beyond the party's control which could not reasonably have been anticipated, avoided or overcome by the party at the time of contracting, including, but not limited to, war and mobilisation, civil unrest, natural disasters, strike, lockout, raw material shortages, epidemic, pandemic or other outbreak of serious human disease, fire, damage to production facilities, interruption of normal traffic, including energy supply and import and/or export embargos. The circumstances affecting a party's supplier are only deemed to constitute a force majeure event under this clause 10 if the supplier is affected by a comparable hindrance which should not have been anticipated, avoided or overcome by the supplier, for example by using an alternative supplier.

## **11. Assignment**

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

## **12. Term and termination**

The License Agreement is valid from the date on which both parties have signed it or are confirmed via e-mail or other written documentation and runs for the agreed subscription period or until one of the parties terminates it in accordance with the license agreement.

Termination of the License Agreement must, unless otherwise agreed, take place no later than 14 days before the end of the current subscription period. If a termination is not received in time, the Licensee is bound for another subscription period.

Notice of termination must be given in writing either by letter or email 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, ground floor, 1165 Copenhagen K, Denmark.

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

## **13. Amendment of the Terms and Conditions**

### **13.1 Changes to the General Terms and conditions**

The Licensor may, at any time, make amendments to the Licence Terms and Conditions, as such changes must be notified to the Licensee no later than 30 (thirty) days before the changes takes effect, unless it concerns a change that is necessary for Karnov Group Denmark to comply with applicable law and where a shorter notification period is necessary to ensure compliance with the legislation. Notice by the Licensor to the Licensee shall indicate the changes that have been made.

If the Licensee does not what 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. Licensor will then consider the Agreement terminated at the time of notice of the changes to the License Terms.

If the Licensee have not within thirty (30) days of notification of the changes, have notified the Licensor that the change to the License terms is not acceptable, the Agreement will continue in accordance with the amended License Terms and conditions.

### **13.2 Price adjustment**

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

Notification of the price adjustment can be seen via sending an invoice no later then the month before the end of the relevant subscription period. If the price changes cannot be accepted, the Licensee 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 invoice date.



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

In connection with the delivery of the licensed products, the Licensor will collect and process information about the use of the licensed products by Licensee and its Users. In addition, the Licensor will process personal data, including data about personally owned companies, which Users may enter into the Licensee's system.

Unless otherwise expressly stated, the Licensor is an independent data controller and collects and processes personally identifiable information about Users to the extent necessary to provide the Licensed products. The Licensor alone determines the purposes and means used for the processing of 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 terms apply to the use of special products under the GDPR, these will be set forth in the appendices to this license terms.

The Licensee and this Users can at any time read about the Licensor's processing of personal data in its privacy policy. This can be found on <https://karnovgroup.dk/databeskyttelsespolitik>.

## **15. Obligations of disclosure under the Danish E-Commerce Act**

The Licensor will comply with all obligations of disclosure imposed on service providers under the Danish Act on Services in the Information Society ("*lov om tjenester i informationssamfundet*"), including certain aspects of e-commerce (the Danish E-Commerce Act ("*e-handelsloven*"). 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 fullest extent permitted by law, see section 13(2) of the Act.

## **16. Confidentiality and security**

### **16.1 Confidentiality**

Karnov Group Online Products, including notes and collections of records, is treated confidentially and not disclosed to unauthorized persons.

The Licensor will further ensure that access to user generated content is given solely to employees of the Licensor who require such access in order to perform their job functions with the Licensor. The Licensor will thus ensure that employees who are given access to user generated content sign a confidentiality clause to keep secret all information obtained through access to user generated content.

### **16.2 Security**

The Licensor will ensure that user generated content is stored in a data environment that meets security requirements comparable to the requirements for storage of personal data, see clause 14 of the Licence Terms and Conditions.

## **17. Entire agreement**

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

In the event of a conflict, the following order of precedence shall apply between documents:

1. Agreement (agreement, receipt, e-mail or other written documentation)
2. The Licence Terms and Conditions

### **18. Choice of law and venue**

Agreement is subject to Danish law. Any dispute arising in connection with Agreement, including disputes relating to the existence or validity of Agreement, must be decided by the City Court of Copenhagen.

## APPENDIX 1: SPECIFIC LICENCE TERMS AND CONDITIONS FOR KARNOV GUIDES

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

As part of the Karnov Guides online service, the Licensee and its Users can make calculations and – after having entered certain data – access corporate document and letter templates customised based on the information entered.

The Licensee and its Users will acquire the rights in the results and documents generated by the Licensee and its Users in connection with their use of Karnov Guides for the purposes deemed necessary by the Licensee. It is for the Licensee and its Users to agree the detailed distribution of the rights between themselves. Any dispute in connection with such distribution is of no concern to the Licensor.

The Licensor will, however, retain all rights in the formulae, methods of calculation, etc., underlying the calculations that the Licensee can make in Karnov Guides.

### 2. Accessibility

Results and documents generated by the Licensee, or its Users in Karnov Guides will be erased one year from their generation unless the Licensee or its Users erase results or documents in the Licensor's system themselves.

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

The Licensor has no responsibility whatsoever for the accessibility of results and documents generated in Karnov Guides. It is therefore for the Licensee and its Users to save any results and documents they want to keep in the Licensee's own systems or otherwise store them in such a way that they are always accessible to the Licensee.

The Licensor is not liable for any loss and/or corruption of results or documents in Karnov Guides, regardless of the cause.

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

## APPENDIX 2: SPECIFIC LICENCE TERMS AND CONDITIONS FOR THE COLLECTION OF RECORDS

### 1. Use of collections of records

The Collection of Records gives the Licensee and its Users the right to create digital collections of records for use in court or arbitration proceedings. The Collection of Records consists of literature and case law which the Licensee and its Users can access through the Licensed Products and of literature and case law uploaded by the Licensee and its User for the service in the form of PDF files.

The Collection of Records may only be used by the Licensee and its Users to put together a collection of records consisting of literature and case law for use in court and arbitration proceedings. The Licensee and its Users are therefore not permitted to use the Collection of Records for other document filing or compilation purposes, including to prepare trial bundles.

If literature or case law uploaded by the Licensee or its Users to the Collection of Records contains personal data, it is the Licensee's responsibility to ensure that the personal data is anonymised in compliance with current data protection legislation. This means that the Licensor is not the Licensee's data processor.

The Licensee and its Users warrant those records uploaded by the Licensee or its Users to the Collection of Records:

- are not inaccurate or misleading.
- do not infringe third party copyrights, publication rights, patent rights, trademark rights, business secrets or other rights or privacy.
- do not violate current legislation, public rules or regulations or court decisions (including, but not limited to, provisions regulating export control, consumer protection, unfair competition, anti-discrimination, or misleading advertisements).
- are not, and cannot reasonably be deemed to be, defamatory, slanderous, hateful, racist, or religiously prejudiced or offensive, unlawfully threatening or harassing to any individual, partnership or business.
- do not contain any virus and are not suitable for distributing malware.
- do not damage the Collection of Records or reduce the value of others' use of the Collection of Records.
- do not help or encourage others to carry out any of the above actions.

### 2. Indemnification

The Licensee agrees to indemnify the Licensor for all claims arising from breach of the Licensee's warranty under the last paragraph of clause 1 above.

### 3. Consequences of using the Collection of Records contrary to the Licence Terms and Conditions

The Licensor reserves the right to change, block or delete all content which is uploaded by the Licensee to the Collection of Records, and which is deemed by the Licensor, in its sole discretion, to be contrary to Agreement. In this connection, the Licensee accepts that the Licensor will monitor compliance with the Licence Terms and Conditions and that by doing so, the Licensor will gain insight into the records uploaded to the Collection of Records.

Any suspected or actual violation hereof may result in suspension of access to the Collection of Records and termination of the Licence Agreement with the Licensee. Unless the Licensor believes that immediate suspension is required, the Licensor will give reasonable notice before the suspension of access to the Collection of Records and termination of the Licence Agreement.

#### **4. Rights in collections of records**

The Licensee and its Users will acquire the rights in collections of records created by them through use of the Collection of Records for the purposes deemed necessary by the Licensee. It is for the Licensee and its Users to agree how to distribute the rights between themselves. Any dispute in this regard is thus of no concern to the Licensor.

#### **5. Accessibility**

The Licensee agrees that the Licensor will delete records uploaded to, or generated by the Licensee or its Users in, the Collection of Records on termination of the Licence Agreement, and that the records uploaded to or generated by individual Users of the Collection of Records will be deleted on termination of the employment relationship between the relevant User and the Licensee.

The Licensor is not responsible for the accessibility of collections of records generated in the Collection of Records. It is therefore for the Licensee and its Users to arrange for the safe keeping of any collections of records and documents they want to keep in the Licensee's own systems or otherwise store them in such a way that they are always accessible to the Licensee.

The Licensor is not liable for any loss and/or corruption of documents in the Collection of Records, regardless of the cause.

The Licensee agrees that the Licensor will delete all collections of records as well as notes and documents generated by the Licensee or its Users in the Collection of Records on termination of the Licence Agreement within the above deadlines for erasure, and that the results and documents of individual Users will be deleted on termination of the employment relationship between the relevant User and the Licensee.

## APPENDIX 3: SPECIFIC LICENCE TERMS AND CONDITIONS FOR KARNOV BUSINESS OPTIMISER

### 1. Use of and rights in data

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

The Licensee and its Users will acquire the rights in the results and reports they create through use of Karnov Business Optimiser for the purposes deemed necessary by the Licensee. It is for the Licensee and its Users to agree how to distribute the rights between themselves. Any dispute in connection with such distribution is thus of no concern to the Licensor.

The Licensor will, however, retain any right in the formulae, methods of calculation, etc., underlying the calculations that the Licensee can make in Karnov Business Optimiser.

The Licensee must ensure that the Licensee has all rights in all information before storing and processing such information in Karnov Business Optimiser. The Licensee may not store information, including proprietary notes, comments, etc., contrary to third party rights or current legislation. The Licensor is entitled, but not obliged, to erase data, which is deemed by the Licensor, in its sole discretion, to constitute breach by the Licensee, and the Licensee is not entitled to damages in that connection. The Licensee is obliged to indemnify the Licensor for any claim relating to unlawful information, etc., developed and stored in the Licensee's system.

The Licensee accepts that its data will be included in anonymised form in Karnov Business Optimiser during and after the end of the subscription period for Karnov Business Optimiser. Anonymised data will, for example, be used for statistical benchmarking, analysis and forecast purposes and for the development of new online services and the exchange of data with partners. The Licensor cooperates with suppliers of accounting and auditing systems where, at the request of the Licensee, the cooperation includes the exchange of data.

### 2. Accessibility

The Licensor is not responsible in any way for the accessibility of results and reports generated in Karnov Business Optimiser. It is therefore for the Licensee and its Users to arrange for safe keeping of any results and reports they want to keep in the Licensee's own systems or otherwise store them in such a way that they are always accessible to the Licensee.

The Licensor is not liable for any loss and/or corruption of results or reports in Karnov Business Optimiser, regardless of the cause.

## APPENDIX 4: SPECIFIC LICENCE TERMS AND CONDITIONS FOR “KARNOV KOMMUNE”

### 1. Use of “Karnov Kommune”

“Karnov Kommune” is an information solution for case officers and other functions. The solution contains guides for administrative procedures, annotated acts and delegated legislation, case law, etc. Also, it is possible to upload the Licensee’s own documents to the solution and ask questions to legal experts.

### 2. Permitted use of the Upload the Municipality’s Own Documents functionality

If the Licensee or its Users upload own documents containing personal data, it is the Licensee’s and its Users’ responsibility to ensure that personal data is anonymised in compliance with current data protection legislation.

The Licensee and its Users warrant those records uploaded by the Licensee or its Users to Karnov Kommune:

- are not inaccurate or misleading.
- do not infringe third party copyrights, publication rights, patent rights, trademark rights, business secrets or other rights or privacy.
- do not violate current legislation, public rules or regulations or court decisions (including, but not limited to, provisions regulating export control, consumer protection, unfair competition, anti-discrimination, or misleading advertisements).
- are not, and cannot reasonably be deemed to be, defamatory, slanderous, hateful, racist, or religiously prejudiced or offensive, unlawfully threatening or harassing to any individual, partnership or business.
- do not contain any virus and are not suitable for distributing malware.
- do not damage Karnov Kommune or deteriorate others’ use of “Karnov Kommune”.
- do not help or encourage others to carry out any of the above actions.

### 3. Indemnification

The Licensee agrees to indemnify the Licensor for all claims arising from breach of the Licensee’s warranty under clause 2.

### 4. Consequences of unauthorised use of the Upload the Municipality’s Own Documents functionality

The Licensor reserves the right to change, block or delete all content uploaded by the Licensee to “Karnov Kommune” and which is deemed by the Licensor, in its sole discretion, to be contrary to the Licence Agreement. In this connection, the Licensee accepts that the Licensor will monitor compliance with the Licence Terms and Conditions and by doing so, the Licensor gains insight into the records uploaded to “Karnov Kommune”.

Any suspected or actual violation of this clause 3 may cause the functionality to be suspended and the Licence Agreement with the Licensee to be terminated. Unless the Licensor believes that immediate suspension is required, the Licensor will give reasonable notice before suspension of the functionality and termination of the Licence Agreement.

## **5. Terms and conditions for the Ask the Expert service**

### **5.1 Use**

Karnov Group's customers with subscriptions including rights to use the Ask the Expert service are entitled to ask legal questions by using an online form (subject to a maximum of two questions per user in one year) which are related to the field.

The Ask the Expert service may not be used for actual legal case work or answers to questions which constitute, or are, specific legal advice.

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

The Ask the Expert service covers only legal questions on the field entered in the settings for the Q&A function. The questions must have some substance and not be of a nature where the person asking the question can find the answer in Karnovs online services by making a simple search. Karnov Group 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, the Ask the Expert service may ask the person asking the question to rephrase, specify or delimit the question.

### **5.3 Answers**

Questions are usually answered within 72 hours. Questions will be answered either in writing or by telephone. A selection of Q&As may be published in the Ask the Expert section in order that other users of the service may benefit from questions of a general nature. Questions and answers will be anonymised before publication.

### **5.4 Disclaimer**

The Ask the Expert service is not comparable to legal case work or binding answers. The answers provided in the online service are intended as a guide. Karnov Group assumes no liability for the financial consequences of the answers given or the user's use of the answers. Karnov Group assumes no responsibility or liability in the event of misleading or false information. In no circumstances are Karnov Group or its experts liable to the user for any direct or indirect loss or consequential loss, including loss of anticipated profits, loss of goodwill or other comparable consequential loss, caused by the user's use of the Ask the Expert service.

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

The Users' personal data will be saved in Karnovs systems for up to two years. Karnov Group will store the data in accordance with Article 6(1)(f) of the General Data Protection Regulation (GDPR).

### **5.6 Accessibility**

The Licensee agrees that the Licensor will surrender, and subsequently delete, all documents uploaded to, or generated by the Licensee or its Users in, "Karnov Kommune" on termination of the Licence Agreement.



The Licensor is not responsible for the accessibility of documents generated in "Karnov Kommune". It is therefore for the Licensee to arrange for the safe keeping of documents they want to keep in the Licensee's own systems or to otherwise store them in such a way that they are always accessible to the Licensee.

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## **APPENDIX 5: SPECIFIC LICENCE TERMS AND CONDITIONS FOR KARNOV HR GUIDE, ASK THE EXPERT**

### **1. Use of Karnov HR Guide, the Ask the Expert service**

Karnov Group's customers with subscriptions for Karnov HR Guide are entitled to ask legal questions by using an online form (limited to up to two questions per user in the course of one year) which are related to the field.

The Ask the Expert service may not be used for actual legal case work or answers to questions which constitute, or are, specific legal advice.

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

The Ask the Expert service covers only legal questions related to labour law. The questions must have some substance and not be of a nature where the person asking the question can find the answer in Karnov's online services by making a simple search. Karnov Group 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, the Ask the Expert service may ask the person asking the question to rephrase, specify or delimit the question.

### **3. Answers**

Questions will usually be answered within 72 hours. Questions will be answered in writing. A selection of Q&As may be published in the Ask the Expert section in order that other users of the service may benefit from questions of a general nature. Questions and answers will be anonymised before publication.

### **4. Disclaimer**

The Ask the Expert service is not comparable to legal case work or binding answers. The answers provided in the online service are intended as a guide. Karnov Group assumes no liability for the financial consequences of the answers given and the user's use of the answers. Karnov Group assumes no responsibility or liability in the event of misleading or false information. In no circumstances are Karnov Group and its experts liable to the user for direct or indirect loss or consequential loss, including loss of anticipated profits, loss of goodwill or other comparable consequential loss, caused by the user's use of the Ask the Expert service.

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

The users' personal data will be saved in Karnov systems for up to two years. Karnov Group will store the data in accordance with Article 6(1)(f) of the General Data Protection Regulation (GDPR).

### **6. Accessibility**

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