REFERANZA
TERMS AND CONDITIONS

This Agreement governs your use of our Services. By accepting this agreement, either by clicking a box indicating your acceptance or by completing an online registration that references this Agreement, you agree to the terms hereof.

This Agreement was last updated on 2018-05-24.

1 Definitions

“Affiliate” means any entity directly or indirectly controlling, controlled by, or under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Agreement” means these Terms and Conditions.

“Documentation” means the applicable Service’s documentation, and its usage guides and policies, as updated from time to time, accessible via www.referanza.com.

“External Content” means information We obtain from publicly available sources or third party content providers and make available to You through the Services.

“Non-Referanza Application” means a web-based, mobile, online, offline or other software application functionality that is provided by You or a third party and interoperates with a Service.

“Personal Data” means any information relating to an identified or identifiable person under applicable data protection laws, where such data is submitted to the Services as comprising part of Your Data.

“Services” means the products and services You have signed up for, and made available online by Us. “Services” exclude External Content and Non-Referanza Applications.

“User” means an individual authorized by You to use a Service, for whom You have purchased a subscription (or in the case of any Services provided by Us without charge, for whom a Service has been provisioned), and to whom You (or, when applicable, Us at Your request) have supplied a user identification and password (for Services utilizing authentication).

“We”, “Us” or “Our” means Referanza AB, a company incorporated in Sweden with registration no. 556956-9907.

“You” or “Your” means the company or other legal entity for which you are accepting this Agreement.

“Your Data” means data and information submitted by You to the Services, excluding External Content and Non-Referanza Applications.

2 Our Responsibilities

2.1 Provision of Services

We will:

(a) make the Services available to You pursuant to this Agreement; and
(b) provide limited support for the Services to You at no additional charge (see Appendix A), and/or upgraded support if purchased.

2.2 Protection of Your Data

We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include measures for preventing unauthorized access, use, modification or disclosure of Your Data by Our personnel. We are committed to process Personal Data in accordance with applicable data privacy legislation (see further in Section 4 and Appendix B) and will respect your control over Your Data (see further in Section 3.3).

2.3 Availability of Services

You agree that the Services may be unavailable at times. Reasons for such unavailability may be related to security, technical, or legal issues. You agree that We are not required to inform You of any such periods of unavailability even if anticipated or planned, and release Us from any liability relating to such unavailability. Without limitation on the generality of the foregoing, We shall generally attempt to inform You of such planned or anticipated periods of unavailability prior to their occurrence unless there is good reason not to do so.

3 Use of the Services

3.1 Subscriptions and Usage Limits

Unless otherwise agreed in writing, the Services are purchased as subscriptions, which may be subject to usage limits. If You exceed an usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If You are unable or unwilling to abide by a usage limit, You must upgrade the Service for additional quantities of the applicable Services promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 6.2 (Invoicing and Payment).

3.2 Your Obligations

You: (a) are responsible for Users’ compliance with this Agreement, (b) are responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) must use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, (d) must use the Services only in accordance with this Agreement and applicable laws, and (e) must comply with terms of service of any Non-Referanza Applications with which You use the Services.

You must not: (a) make any Service or External Content available to, or use any Service or External Content for the benefit of, anyone other than You or Users, unless expressly stated otherwise in the Documentation or agreed in writing, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or External Content, or include any Service or External Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libellous, threatening, pornographic, racist, hateful, or otherwise, in Our judgement, objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of any Service or data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Service or External Content in a way that circumvents a usage limit, or use any of the Services to access or use any of Our intellectual property except as permitted under this Agreement, (h) copy a Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of
any Service, (j) access any Service or External Content in order to build a competitive product or service, (k) reverse engineer any Service (to the extent such restriction is permitted by law), or (l) use any Service to facilitate a business or business practice which is fraudulent, unfair, deceptive, or otherwise prohibited by consumer protection or other legislation.

Any use of the Services in breach of this Agreement, by You or Users, that in Our judgment threatens the security, integrity or availability of Our services, may result in Our immediate suspension of the Services provided to You, however We will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

3.3 Removal of Your Data

You may at any time request that We remove and destroy Your Data as stored or processed by Us and We undertake to comply with such request without undue delay, unless legally prohibited from doing so. You accept that such removal or destruction may require that You terminate the relevant Services and that removal and destruction across all systems may take up to 30 days to fully effectuate. For the avoidance of doubt, Our right to use Generic Meta Data and/or Feedback as set out in section 7.3 and 7.4 is not affected by Your rights under this Section 3.3.

Unless otherwise agreed in writing all Personal data will be deleted after at most three years.

3.4 Removal of External Content and Non-Referanza Applications

If We are required by a licensor or any other third party to remove External Content or a Non-Referanza Application, or receive information that External Content or a Non-Referanza Application may violate applicable law or third-party rights, We may remove or disable such External Content or Non-Referanza Application from the Service without further notice and without entitling You to any refund, credit, or other compensation.

4 PROCESSING OF PERSONAL DATA

4.1 Our processing of Personal Data

Our Privacy Policy, applies in relation to any processing of Personal Data by Us in the capacity of data controller towards You (as defined by applicable data protection legislation for Referanza). In addition, as part of the provision of the Service hereunder, Referanza may process Personal Data on behalf of You as outlined in Section 4(8).

4.2 Processing instructions

When Personal Data is processed by Referanza as part of the provision of Services to You hereunder, Referanza shall:

a) process Personal Data only if and to the extent necessary for the provision of the Services;

b) process Personal Data in accordance with Your documented instructions (see Appendix B); and

c) implement and maintain appropriate technical and organizational measures to protect such Personal Data from unlawful and unauthorized access and use.
Should Referanza find that the given instructions are in breach of applicable legislation or that further instructions are needed for the processing; Referanza shall without undue delay notify You of this and await further instructions from You.

4.3 Assistance with Your responsibilities

Referanza shall assist You in fulfilling Your responsibilities towards individuals whose Personal Data is processed by Referanza on your behalf (the “data subjects”) regarding e.g. access, rectification, erasure and limitation of processing their Personal Data to the extent reasonably required under data protection legislation. Referanza shall also assist You in the fulfilling Your responsibilities regarding e.g. conducting data protection impact assessments, notification of data breaches to the supervisory authority taking into account the nature of processing and the information available to Referanza and if applicable to the concerned data subjects.

4.4 Disclosure of Personal Data and audits.

Referanza commits to disclose Personal Data which is processed on behalf of You only to the personnel and third parties to which a disclosure is necessary for the purpose of fulfilling the obligations under this Agreement. Referanza also commits to ensure that all the personnel to whom Personal Data may be disclosed, commits to comply with provisions regarding confidentiality.

Referanza shall allow such audits as may be requested by You or by a third party that is not a direct competitor of Referanza assigned to conduct the audit You request.

4.5 Subcontractors

You authorize Referanza to use subcontractors to process Personal Data. Referanza has and will enter into a written agreement with the subcontractor in which the subcontractors agree to comply with terms and conditions that corresponds to the terms and conditions of this Section. A list of subcontractors is available here. If You require prior notification of any updates to the list of subprocessors, You can request such notification in writing by emailing compliance@referanza.com. Referanza will update the list within thirty (30) days of any such notification if You do not legitimately object within that timeframe. Legitimate objections must contain reasonable and documented grounds relating to a subcontractor’s non-compliance with applicable Data Protection Legislation. If, in Referanza’s reasonable opinion, such objections are legitimate, You may, by providing written notice to Referanza, terminate the Agreement.

4.6 Third Countries

You authorize Referanza to provide the Services from any country, which means that information (including Personal Data) can be moved to, operated and supervised both from any country within the EU/EEA and from any country outside such areas (a “Third Country”). Prior to the transfer of Personal Data to any Third Country, You agree to negotiate in good faith and enter into, the EU standard contractual clauses for transfer of Personal Data to a Third Country, with You as exporter and the processor in the Third Country as importer of the Personal Data. You authorise Referanza to enter into such agreement in the name of and behalf of You.

4.7 Deletion of Personal Data

When this Agreement is terminated or expires, Referanza shall, upon and in accordance with Your request, delete all Personal Data or delete and return all Personal Data to You, unless data protection legislation require Referanza to store Personal Data. For the avoidance of doubt, deletion shall mean the irreversible erasure
of Personal Data in digital formats and the destruction of any hard copies or printouts of such copies. Referanza shall provide You upon request with a certificate of deletion appropriately evidencing the deletion.

4.8 **Personal Data and processing activities concerned**

You undertake to obtain any and all necessary permits and consents for the processing of Personal Data included in Your Data, prior to Your Data being transmitted via Services.

The following Personal Data will be processed by Referanza under this Agreement:

- Full name, email address, physical address, date of birth, gender, telephone number, IP-address, web cookies, browser information, customer IDs, social network login IDs, pictures and videos.

- The Personal Data concerns the following data subject categories: Customers and Employees.

- The Personal Data will be used for the following processing activities and purposes:
  - Storing and analysing: customer feedback, loyalty and social media recommendations.

You shall, in Your use of the Services, process Personal Data in accordance with the requirements of any applicable data protection laws and regulations. For the avoidance of doubt, Your instructions for the processing of Personal Data shall comply with such applicable data protection laws and regulations. You have the sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which You acquire Personal Data.

5 **NON-REFERANZA APPLICATIONS**

5.1 We or third parties may make available Non-Referanza Applications. Your use of such, and any exchange of data between You and a Non-Referanza Application, is solely between You and the third party provider. We do not warrant or support Non-Referanza Applications.

5.2 If You choose to use a Non-Referanza Application, You grant Us permission to allow the Non-Referanza Application and its provider to access Your Data as required for the interoperation of that Non-Referanza Application with the Service. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by such Non-Referanza Application or its provider.

5.3 The Services may contain features designed to interoperate with Non-Referanza Applications. To use such features, You may be required to obtain access to such Non-Referanza Applications from their providers, and may be required to grant Us access to Your account on such Non-Referanza Applications. We cannot guarantee the continued availability of such Service features, and may cease providing them without further notice and without entitling You to any refund, credit, or other compensation.

6 **FEES AND PAYMENT**

6.1 **Fees**

The fees for the Services are stated on our web page, as amended from time to time in accordance with Section 12.2. Except as otherwise specified herein or agreed separately in writing: (a) fees are based on Service subscriptions purchased, (b)
payment obligations are non-cancellable and fees paid are non-refundable, and (c) quantities purchased cannot be decreased during the relevant subscription term.

6.2 **Invoicing and Payment**

You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services you have signed up for. Such charges shall be made in advance, either annually or in accordance with any different billing frequency agreed separately in writing. If it is agreed that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with such agreement. Unless otherwise agreed in writing, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

6.3 **Overdue Charges**

If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies: (a) those charges may accrue late interest at the annual rate set out in section 6 of the Swedish Interest Act (1975:635), and/or (b) We may condition future subscription renewals and additional Services on payment terms shorter than those specified in Section 6.2 (Invoicing and Payment).

6.4 **Suspension of Service and Acceleration**

If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the Services to You until such amounts are paid in full.

6.5 **Payment Disputes**

We will not exercise Our rights under Section 6.3 (Overdue Charges) or Section 6.4 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

6.6 **Taxes**

Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

7 **Proprietary Rights and Licenses**

7.1 **Reservation of Rights**

Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their right, title and interest in and to the Services and External Content including all of Our/their related Intellectual Property Rights ("IPR"). No rights...
are granted to You hereunder other than as expressly set forth in this Agreement. IPR means any and all now or hereafter known tangible and/or intangible: (a) intellectual property rights; (b) all registrations, initial applications, renewals, extensions, continuations, divisions or re-issues thereof now or hereafter in force; and (c) derivatives thereof.

7.2 **License to Host Your Data and Applications**

You grant Us, Our Affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Your Data, and program code created by or for You using a Service or for use by You with the Services, as reasonably necessary for Us to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, We acquire no right, title or interest from You or Your licensors under this Agreement in or to any of Your Data.

7.3 **Right to Use Generic Meta Data**

You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, transferrable, royalty-free license to use and incorporate into Our and/or Our Affiliates’ existing and/or future services any Generic Meta Data provided by You or Users or others pursuant to the use of or otherwise relating to the operation of Our or Our Affiliates’ services by You and/or your customers (and You shall ensure that You have obtained such persons’ consent as necessary to permit Our use as set forth herein). “Generic Meta Data” is information aggregated as a result of Your, the Users’, your customers’ or others’ interactions with Our Services; however, without capturing specific identifiable Personal Data-related information about the respective person that engaged in such interactions and/or decisions.

7.4 **Right to Use Feedback**

You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, transferrable, royalty-free license to use and incorporate into Our and/or Our Affiliates’ existing and/or future services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users pursuant to the use of or otherwise relating to the operation of Our or Our Affiliates’ services by You.

8 **CONFIDENTIALITY**

8.1 **Definition of Confidential Information**

“Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all separate written agreements (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

8.2 The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than
reasonable care) to protect the confidentiality of the Confidential Information of the Disclosing Party. Notwithstanding the foregoing, We may disclose the terms of this Agreement to a subcontractor or Non-Referanza Application Provider to the extent necessary to perform Our obligations to You under this Agreement, under terms of confidentiality materially as protective as set forth herein.

8.3 Compelled Disclosure
The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9 WARRANTIES AND INDEMNIFICATIONS
9.1 Our Warranties
We warrant that during an applicable subscription term: (a) this Agreement and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Services and (c) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty above, Your exclusive remedies are those described in sections 11.4 (Termination).

9.2 Disclaimers
Except as expressly provided herein, We make no warranty of any kind, whether express, implied, statutory or otherwise, and we specifically disclaim all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. External Content is provided “as is,” exclusive of any warranty whatsoever. We further disclaim all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers.

10 LIMITATION OF LIABILITY
10.1 In no event shall Our aggregate liability arising out of or related to this Agreement exceed the total amount paid by You hereunder for the Services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose.

10.2 We are under no circumstance liable for indirect, incidental, punitive, special or consequential damages, including loss of data, profit, revenue or use, or damages for loss of goodwill, even if We have been advised of the possibility of such loss or damages.

10.3 You agree that We are not responsible to You for anything that We may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, war, insurrection, riots, terrorism, crime, labour shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, unavailability of payment processors, failure or shortage of infrastructure, shortage of materials, or any other event beyond Our control.
11    Term and Termination

11.1 Term of Agreement
This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

11.2 Your Termination for Convenience
You may terminate the Services at any time by cancelling your account. Any fees paid are non-refundable.

11.3 Our Termination for Convenience
We may terminate the Services at our discretion without explanation, though We will strive to provide a timely explanation in most cases. Our liability for refunding You, if You have paid anything to us, will be limited to the amount you paid for Services which have not yet been and will not be delivered, except in cases specified in section 11.4.

11.4 Termination for Cause
A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

If this Agreement is terminated by You in accordance with this Section 11.4, We will refund You any prepaid fees covering the remainder of the term of all Services after the effective date of termination. If this Agreement is terminated by Us in accordance with this Section 11.4, You will pay any unpaid fees covering the remainder of the term of all Services. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

11.5 Your Data Portability and Deletion
Unless agreed in writing, We have no obligation to maintain or provide any of Your Data after the effective date of termination or expiration of this Agreement, and We will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession, custody or control, unless legally prohibited from doing so.

11.6 Surviving Provisions
The Sections 3.4 (Removal of External Content and Non-Referanza Applications), 6 (Fees and Payment), 7 (Proprietary Rights and Licenses), 8 (Confidentiality), 9 (Warranties and Indemnifications), 10 (Limitation of Liability), 11.5 (Your Data Portability and Deletion), 11.6 (Surviving Provisions) and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12    General Provisions

12.1 Notices
Any notice to us shall be addressed to: P.O. Box 3230, 103 64 Stockholm, Sweden. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon: (a) personal delivery, (b) the third business day after due and proper addressing and mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to You
will be addressed to the relevant billing contact designated by You. All other notices to
You will be addressed to the relevant Services system administrator designated by
You.

12.2 Amendments

We reserve Our right to make changes to this Agreement, any price lists and other
instructions, policies, service descriptions and similar documentation that relates to the
Services. We will announce such changes on Our web site prior to effecting them. Your
continued use of the Service after such change is introduced will be considered an
acceptance of the change.

12.3 Governing law and disputes

The governing law of this Agreement shall be the laws of Sweden, given no effect to
any conflict of law provisions. Any dispute, controversy or claim arising out of or in
connection with this Agreement, or the breach, termination or invalidity thereof, shall
be finally settled by arbitration in accordance with the Arbitration Rules of the
Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration
shall be Stockholm, Sweden.

12.4 Entire Agreement and Order of Precedence

This Agreement is the entire agreement between You and Us regarding Your use of
Services and supersedes all prior and contemporaneous agreements, proposals or
representations, written or oral, concerning its subject matter. Except as otherwise
provided herein, no modification, amendment, or waiver of any provision of this
Agreement will be effective unless in writing and signed by the party against whom the
modification, amendment or waiver is to be asserted. The parties agree that any term
or condition stated in Your purchase order or in any other of Your order documentation
is void.

12.5 Assignment

Neither party may assign any of its rights or obligations hereunder, whether by
operation of law or otherwise, without the other party’s prior written consent (not to
be unreasonably withheld); provided, however, either party may assign this
Agreement in its entirety, without the other party’s consent to its Affiliate or in
connection with a merger, acquisition, corporate reorganization, or sale of all or
substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by,
sells substantially all of its assets to, or undergoes a change of control in favour of, a
direct competitor of the other party, such other party may terminate this Agreement
upon written notice. In the event of such a termination, We will refund to You any
prepaid fees allocable to the remainder of the term of all subscriptions for the period
after the effective date of such termination. Subject to the foregoing, this Agreement
will bind and inure to the benefit of the parties, their respective successors and
permitted assigns.

12.6 Waiver

No failure or delay by either party in exercising any right under this Agreement will
constitute a waiver of that right.

12.7 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be
contrary to law, the provision will be deemed null and void, and the remaining
provisions of this Agreement will remain in effect.
APPENDIX A

SUPPORT

Referanza shall put forth reasonable commercial efforts to provide, under this Agreement, the following Support, via email, to You, as further detailed below and in accordance with the Service selected by You.

- Error correction
- Updates of Service

HELPDESK

Help desk is not covered under Support in that it pertains to assisting customers with using the Services and does not relate to error correction. Help desk can be provided under a separate written agreement.

SUPPORT

Support is available Business Days between 0800 (8:00 AM) and 1700 (5:00 PM), Central European Time (CET).

Support is limited to Your designated support contact persons for issues not capable of resolution by You or otherwise pursuant to the information contained in the Documentation or as a result of Your representative training from Referanza. To clarify, You must put forth Your best efforts to resolve such issue prior to referring the issues to Referanza. You shall ensure all Your support personnel (including independent contractors) contacting Referanza possess the requisite skill necessary to effectively understand and implement Referanza’s Support assistance. In addition, You agree the number of contact points shall at no time exceed an aggregate number of two (2) such named persons for Support. Any and all contact persons and email account information shall be provided by You in writing or as otherwise instructed by Referanza.

It is understood that Referanza puts forth concerted efforts to ensure the accuracy of any support-related information made available on-line or in written Documentation, including, without limitation, any help forum or frequently ask questions content. With this said, however, You understand and agree such information may contain errors and is provided on an “as is” basis, expressly excluding any and all express or implied warranties and/or representations of any kind such as, without limitation, the implied warranties of merchantability or fitness for a particular purpose. It is understood and agreed any Referanza reference to “response” time in this Agreement refers to Referanza initiating the investigatory process with regard to a TR (defined below).

VERIFICATION, CLASSIFICATION AND CORRECTIONS OF ERRORS, TROUBLE REPORTS (“TR”)

You shall report to Referanza any error for which You require correction by using TR as set out below. All TRs shall be sent to Referanza’s designated contact point by electronic mail. During the TR analysis, You undertake to provide Referanza with reasonable assistance in reproducing the error and all necessary equipment and other resources required.

Each TR shall contain the following information:

- Your company name, submitter name, and e-mail address
- Your trouble report identification number
- Probable bug
• Host environment
• Description and logging of the error and its impact on the Service performance (including error log files reasonably establishing that the error originates from the Service and has not been caused by improper use, viruses, external factors, Your failure to implement prior Updates or other software or applications integrated with the Service)
• Description of how to verify/reproduce the problem, including commands and procedures

For each TR, Referanza undertakes to:
• Confirm its receipt of the TR by email,
• Analyse the TR, verify the existence of the errors, and
• Propose a solution.

Support solely covers the generic, unmodified version of Service and errors originating therein. Consequently, support of anything other provided by Referanza under this Agreement (but not explicitly included in Support) shall not be covered under this Agreement but can be offered, subject to Referanza availability, on a time and material basis. Moreover, should Referanza expend time resolving Your TR and later determine the purported error did not originate from the Service itself, Referanza shall have the right to (at its discretion) invoice such time to You according to the terms of this Agreement as well as Referanza’s current professional service rates.
APPENDIX B

DATA PROTECTION POLICY

INSTRUCTIONS FOR PROCESSING OF THE PROCESSED DATA ON BEHALF OF YOU

Referanza shall comply with the instructions set forth below with respect to the processing of the Personal Data under this Agreement.

HANDLING AND PROCESSING OF THE PERSONAL DATA

Security

The premises used by Referanza shall be protected with adequate physical security measures, such as alarms for fires, water damage, burglary, etc. In addition, there should be procedures and equipment for example in the form of alarms, barriers, locks, etc. which control access to the premises. Referanza shall introduce necessary safety routines, such as (i) lock devices on computers and other equipment; (ii) entry control system; (iii) protection gear for power breaks as well as smoke and water damages; (iv) fire extinguishers; (v) safety locks; and (vi) marking of equipment etc.

Referanza should possess an updated and implemented security policy which states for example the manner in which the Personal Data shall be processed, to whom Referanza’s personnel shall turn in the event of a burglary or other incident, which personnel are authorized as regards which type of information, back-up procedures, contingency plans, etc.

Referanza should create a safe IT-environment, which includes, but is not limited to (i) necessary safety routines for avoiding virus attacks or other threats that could be harmful to the IT-environment; (ii) an encryption system and/or other security measures with the purpose of avoiding tapping or revealing signals; (iii) necessary security routines for IT-equipment; (iv) a control system based on user authorization, which enables identification of user identity (through the usage of passwords or such) and prevents unauthorized use of or access to the processed Personal Data; (v) storage of processing history (log data), which shall be sorted out in accordance with Customer’s instructions; (vi) automatic back-up routines, including storage of back-up copies, which shall be sorted out in accordance with Customer’s instructions; as well as (vii) destruction or other means of eradication of all media that has contained Personal Data that no longer is used.

DATA SUBJECTS REQUESTS

Referanza shall make it possible to log and trace processing of the Personal Data, including the disclosure and transfer of the Personal Data.

Referanza shall, subject to the provisions of this Agreement, forward all requests from the data subjects to You and shall only act upon the prior authorization and pursuant to Your instruction.

Subject to the above, Referanza shall rectify, block, delete, modify, or erase the processed Personal Data in accordance with Your instructions.

Subject to the provisions of this Agreement, Referanza shall not maintain the processed Personal Data for longer than is necessary taking into consideration the purpose of the processing.