

#### TERMS OF USE FOR TRICENT'S SERVICES

## 1. INTRODUCTION TO TRICENT'S SERVICES

- 1.1 **Permission**: THESE TERMS AND CONDITIONS (the "**Terms of Use**") govern the relationship between Customer and Tricent for the use of Tricent's Services. By using Tricent's Services, Customer is accepting that the Terms of Use apply to Customer's use of Tricent's Services.
- 1.2 **Definitions**: The capitalized terms used herein shall have the meanings given to them in Section 16 of the Terms of Use or as otherwise set forth in the Terms of Use.
- 1.3 **Revision**: Tricent may amend the Terms of Use to reflect changes to Tricent's Services and its business. Tricent will provide Customer with reasonable advance notice and with the opportunity to review the changes, and If Customer cannot accept the revised Terms of Use, Customer may terminate the Subscription in accordance with Article 14.1.
- 1.4 **Effect**: The aforesaid amendments under Article 1.3, will come into effect as follows:
  - (i) If notice is not provided during the Customer's renewal period as defined in Article 14.1, the changes will come into effect at the first renewal date of the Subscription(s) following the notice; or
  - (ii) If notice is provided during the Customer's renewal period as defined in Article 14.1, the changes will come into effect at the second renewal date of the Subscription(s) following the notice.

The foregoing notification requirements do not apply if; (1) Tricent launches new features or services to Tricent's Services, or (2) in urgent circumstances, where Tricent acts to avoid abuse or to adhere to legal requirements.

- 1.5 **Description of Service**: Tricent delivers a cloud-based platform (SaaS) to monitor, analyze, manage, and mitigate internal and external data shared with cloud-based storage and content providers (the "**Tricent's Services**").
- 1.6 **Subscription Term**: Except as otherwise agreed, the Subscription(s) will commence at the date referenced in the applicable Order, or, if no date is specified on such Order, then the Subscription(s) will commence on the earlier date of:
  - (i) the date on which Customer or its Affiliate begin using Tricent's Services; or
  - (ii) sixty (60) calendar days following Customer or its Affiliate's execution of such Order

(collectively the "Subscription Term")

1.7 **Renewal**: Unless expressly agreed otherwise, the Subscription Term will continuously and automatically renew for additional subsequent terms equal in length to (i) the length of the first Subscription Term, or (ii) as otherwise agreed in writing by the Parties, until the Subscription(s) is canceled in accordance with the Terms of Use.



#### 2. USE OF TRICENT'S SERVICES

- 2.1 **License**. Subject to the Terms of Use, Tricent hereby grants to Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable right and license to use and access Tricent's Services during the Subscription Term.
- 2.2 **Use**: Tricent's Services may only be used for its intended purpose and in accordance with the Terms of Use. As such, Tricent's Services do not permit Customer to; (i) assign or transfer the Subscription or Tricent's Services (ii) sub-license the Subscription or any part of Tricent's Services, (iii) copy or decompile any part of Tricent's Services, (iv) infringe Tricent's Intellectual Property Rights, (v) or use Tricent's Services to violate personal rights, Intellectual Property Rights, or use Tricent's Services in any immoral or illegal way.
- 2.3 **Affiliates**: Tricent shall provide Tricent's Services on a Subscription basis to such business units and Affiliates of Customer as the Parties have agreed to. Such access will be subject to the Terms of Use.
- 2.4 **Access**: Access to Tricent's Services requires the issuing of Credentials. Tricent will issue Credentials to Customer's User(s). Customer is solely responsible for keeping Credentials confidential and secure and preventing such Credentials from being disclosed to or used by any person or party other than the User(s) to whom the Credentials are issued.
- 2.5 **Data Content Provider**: To use Tricent's Services, Customer must have access, and maintain access, to the cloud-based storage and content provider

- used by Customer, and, if agreed, grant Tricent domain wide delegation access to Customer's cloud-based storage and content provider's environment. As such, Customer is solely responsible for updating all permissions to the cloud-based storage and content provider used by Customer.
- 2.6 **Update**: Tricent may make available and/or implement future updates to Tricent's Services. Any updates will be subject to the existing Terms of Use.
- 2.7 **Monitoring**: Tricent may collect logs and data regarding the performance and Customer's use of Tricent's Services.
- 2.8 **Enrollment of New User:** Customer shall sign up new User(s) to a Subscription for Tricent's Services, and all new User(s), will be subject to the Terms of Use.
- 2.9 **User-Information:** Tricent has created an online support area to enhance the experience with Tricent's Services. The area sets out guidance for using Tricent's Services and the technical aspect of Tricent's Services and may be found support.tricent.com. Tricent is constantly developing new technologies and features to improve Tricent's Services. Tricent may therefore regularly update the area's content to reflect its services.

# 3. PAYMENT

3.1 **Payment**: Unless agreed otherwise in writing, the Subscription Fees to use Tricent's Services shall be payable annually in advance in the currency and within the number of days stated in the invoice.

- 3.2 **New User**: Tricent will every third (3) month check if Customer has signed up any new User(s) to Tricent's Services.
- 3.3 **Payment Add-on User**: Unless agreed otherwise in writing, for any new Users, Tricent will invoice Customer for the remainder of the current calendar year, if the total number of Users exceeds the number of Users previous invoiced by Tricent. Thereinafter, Tricent will invoice the Customer in advance in accordance with Article 3.1.
- 3.4 **Renewal**: Tricent shall, on a yearly basis, invoice Customer for the renewal of the Subscription(s), unless the Subscription(s) is cancelled in accordance with these Terms of Use.
- 3.5 **Taxes**: Any Subscription Fees are with the addition of any applicable national, federal, state, or local VAT, sales or use taxes, duties, fees, levies.
- 3.6 **Interest**: For any overdue payments Tricent is entitled to interest of 1.5 % per month on the full outstanding and uncollected amount.
- 3.7 **Fee Adjustment**: Tricent may, at Tricent's sole discretion, adjust the Subscription Fees for accessing Tricent's Services to reflect changes to the European Union Consumer Price Index. Customer will be given thirty (30) days' notice by Tricent and will have the option to terminate the Subscription(s) in accordance with Article 14.1. Any changes to the Subscription Fees shall come into effect in accordance with the notice requirement set forth in Article 1.4.

3.8 **Dispute**: If Customer disputes any item of the invoice in whole, or in part, and in good faith, Customer must notify Tricent of the reasons within fifteen (15) business days of the invoice date and reasonably cooperate with Tricent in resolving the dispute. If the Parties are unable to resolve the invoice dispute within fifteen (15) business days of receipt of notice, each Party will have the right to seek remedies pursuant to the Terms of Use. For clarity, any undisputed fees including but not limited to attorney's fees must be paid in full in accordance with this Section.

#### 4. SUPPORT AND INTERRUPTIONS

- 4.1 **Support Request**: Tricent is responsible for providing ongoing support for Tricent's Services as described in the Service Level Agreement (the "SLA"). Customer may therefore submit a request for support in accordance with the SLA. The SLA applicable for Tricent's Services can be found as an appendix to the master agreement, and Tricent may regularly update the SLA, at its discretion, to reflect its services.
- 4.2 **Scope of Support**: The support services only apply to Tricent's Services and do not apply to Third-Party Products, or other services not purchased from Tricent or which are not part of the Subscription(s).
- 4.3 **Planned Interruptions**: Tricent is entitled to interrupt the use of and access to Tricent's Services from time-to-time and at its discretion, to perform routine service or system maintenance, restructuring, or adjustment of the product. For any planned interruptions, Tricent will notify Customer in accordance with the SLA.

4.4 **Unplanned Interruptions**: Tricent may immediately interrupt the use of and any access to Tricent's Services, in; (1) urgent circumstances, where Tricent acts to avoid abuse, security risks, and to adhere to legal requirements, or (2) to cure a malfunction or defect whether caused by Tricent or a third party. If Tricent chooses to interrupt the use of and access to Tricent's Services, Tricent will, as soon as possible, notify Customer of the interruption and provide Customer with a reason for the interruption.

#### 5. SECURITY

5.1 **Security Measures**: Tricent is certified as a Google and Microsoft partner. As such, Tricent regularly reviews and implements reasonable and appropriate security measures designed to protect Customer's Data against unauthorized or unlawful processing, accidental or unlawful destruction, accidental loss, or alteration, and unauthorized disclosure or access.

# 6. AUDIT

6.1 Audit: Each Party has the right to perform an audit of the other Party to ensure compliance with the Terms of Use. The Party who is being audited ("Non-Auditing Party") shall permit the Party who is auditing and its representatives ("Auditing Party"), reasonable notice, no less than fourteen (14) business days, and during normal business, hours to access and inspect copies of the Non-Auditing Party's records and to meet with the Non-Auditing Party's personnel for the purpose of auditing the Non-Auditing Party's compliance with its obligations under the Terms of Use. The Non-Auditing Party shall give all necessary and reasonable assistance to the Auditing Party, free of charge, to conduct such audits. Such audit rights shall continue for one-year (1) after termination or expiration of the Subscription.

#### 7. INSURANCE

- 7.1 **Coverage**: Tricent and Customer shall maintain levels of insurance sufficient to cover their respective liabilities and obligations under the Terms of Use. As such, Tricent will maintain the following insurances with reputable insurers, to the extent that such insurances are relevant for Tricent's Services:
  - (i) General Third-Party Liability: DKK 7,000,000 in the annual aggregate;
  - (ii) Products Liability: DKK 7,000,000 in the annual aggregate;
  - (iii) Professional Indemnity: DKK 7,000,000 in the annual aggregate.

# 8. PRIVACY

- 8.1 Data Privacy: Each Party shall comply with the applicable set of Data Protection Laws which applies. Tricent may collect information for the purpose of providing Tricent's Services. Tricent has created a privacy policy. The privacy policy is meant to help the Customer understand what information is being collected, why Tricent is collecting it, and how Customer may export, and delete its information. The found privacy policy may be tricent.com/legal/privacy-policy.
- 8.2 **Data processing**: If Personal Data is being processed by using Tricent's Services, the Parties agree that Tricent is a Data Processor and Customer is a Data Controller. Tricent will process the data in accordance



with Tricent's data processing agreement, which may be found at: <a href="mailto:tricent.com/legal/data-processing-agreement">tricent.com/legal/data-processing-agreement</a>

#### 9. CONFIDENTIALITY

- 9.1 **Confidential**: Tricent and Customer shall during the Subscription Term and up to five (5) years after termination of the Subscription(s) not:
  - (i) disclose to any person, any Confidential Information concerning the business, affairs, customers, clients, or suppliers of the other Party, except with the other Party's prior written consent or except as permitted hereunder;
  - (ii) use the other Party's Confidential Information for any purpose other than in relation to using or providing Tricent's Services.
- 9.2 **Permitted Disclosure**: The foregoing confidentiality obligation set forth under 9.1, shall not apply to: (i) information that is lawfully known at the time of disclosure; (ii) already public knowledge or becomes so at a future date (not as a result of a breach); (iii) may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority; (iv) to the disclosing Party's employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the Party's obligations under these Terms of Use (provided that each Party shall procure the compliance of its employees, officers, representatives, or advisers, with all the confidentiality obligations herein); (v) information the disclosing Party deems necessary to defend itself in a suit in a court of law, or; (vi) as required to secure its rights under this agreement.

- 9.3 Return of Confidential Information: Each Party may request after termination or expiration the Subscription(s), that the Confidential disclosed Information during the Subscription Term be returned or destroy / erase, except that each Party shall be entitled to retain, for its records:
  - (i) one copy of Confidential Information for archival purpose to assure compliance or any applicable governmental requirements or to resolve any disputes arising from the Terms of Use; and
  - (ii) Confidential Information made as a matter of routine information technology backup.

Any Confidential Information or copies thereof retained shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein until erased or returned.

#### 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 **Customer's Data**: Customer retains all right, title, and interest (including any Intellectual Property Rights) in and to Customer's Data. Customer hereby grants to Tricent a non-exclusive, worldwide, non-revocable, royalty-free right to collect, use, modify and process Customer's Data solely for the purpose of: (i) providing Tricent's Services and related services hereof, and (ii) to generate anonymous data to improve Tricent's Services and related services hereof.
- 10.2 **Intellectual Property Rights**: Tricent and Customer each retain all rights to their respective Intellectual Property Rights, and

Tricent's Services shall remain the property of Tricent including all Intellectual Property Rights deriving from, or related to, improvement of Tricent's Services, including any new features created or developed in connection with these Terms of Use, or related services in whatever nature.

10.3 **Name and Logo**: Tricent may use Customer's name and logo to generically announce on its website and at non-public sales presentations, that the Customer is using Tricent's Services. For any other use of Customer's name or logo, Tricent must obtain written consent from Customer.

#### 11. WARRANTIES

- 11.1 **Tricent's Warranty**: During the Subscription Term, Tricent warrants to Customer that:
  - (i) Tricent's Services will considerably conform with the specifications provided under the Terms of Use, provided Tricent's Services are used for their intended purposes and in accordance with the Terms of Use;
  - (ii) The personnel which Tricent assigns to perform support shall be competent to perform such support as required hereunder; and
  - (iii) By making Tricent's Services available to Customer, Tricent has not infringed up any third party's Intellectual Property Rights.
- 11.2 **Customer's Warranty**: During the Subscription Term, Customer warrants to Tricent that:
  - (i) it will use Tricent's Services, or related services hereof. in

accordance with the Terms of Use and only for its intended purposes.

- 11.3 **Remedy**: Customer must notify Tricent in writing within thirty (30) days of the discovery of a potential warranty breach. Tricent shall use reasonable efforts, in its discretion, to modify or replace the affected portion of Tricent's Services or related service, or if it determines this remedy is not commercially reasonable, either Party may terminate the Subscriptions with ten (10) days' written notice. termination, Customer will receive a refund of any prepaid and unused Subscription Fees. The aforesaid refund shall Customer's sole and exclusive remedy for breach of warranty under this Section.
- 11.4 **Disclaimer**: Except as otherwise provided in section 11, Tricent's Services and related services hereof are provided "**as is**" and "**as available**" and Tricent, including suppliers, disclaims all warranties express or implied arising out of or related to the use of Tricent's Services, including without limitation, any warranty of merchantability, or fitness for a particular purpose, each of which is hereby excluded by agreement of the parties.

#### 12. INDEMNIFICATION

- 12.1 **Tricent's Indemnification**: Tricent shall indemnify, defend, and hold Customer harmless against damages, costs, expenses, and reasonable attorneys' fees resulting from claims arising out of or in connection with;
  - a third-party alleging infringement of its Intellectual Property Rights to the extent the claim is a direct consequence solely of Customer's use of Tricent's Services. The



foregoing indemnification obligation shall not apply, if the claim arises directly from the combination of the use of Tricent's Services with a Third-Party Product, or by Customer's contributory negligence to the claim; or

(ii) fraud or wilful misconduct of Tricent;

12.2 **Customer's Indemnification**: Customer shall indemnify, defend, and hold Tricent harmless against damages, costs, expenses, and reasonable attorneys' fees resulting from claims arising out of or in connection with;

- (i) Customer's use of Tricent's Services in a prohibited manner; or
- (ii) fraud or wilful misconduct of Customer.
- 12.3 **Notice**: Each Party shall immediately and in no event later than thirty (30) calendar days after becoming aware thereof, notify the other Party, in writing, of any claim, suit or proceeding of actual or alleged infringement, which could give rise to the indemnity obligation.
- Negotiation and Litigation: At the indemnifying Party's request and expense, the non-indemnifying Party shall permit the indemnifying Party to conduct all litigations. negotiations and The non-indemnifying Party shall also provide all reasonable assistance to the indemnifying Party, and the indemnifying Party shall pay the non-indemnifying Party's reasonable costs and expenses so incurred. For the avoidance of doubt, the non-indemnifying Party shall not admit any liability or agree to any settlement in any such claim of actual or alleged infringement of Intellectual Property

Rights, without the prior written consent from the indemnifying Party.

12.5 **Replacement**: Tricent may, at its sole discretion and expense, modify or replace Tricent's Services to avoid any alleged or actual infringement. Any modification or replacement may not substantially affect the functionality of Tricent's Services. If Tricent is unable to modify or replace the part of Tricent's Services subject to the infringement claim, Tricent may terminate Customer's access or remove the affected feature(s) from Tricent's Services and require Customer to do the same on all of its platforms. For any reduction of performance of Tricent's Services or termination, Customer will receive an equal refund of any Subscription Fees it has pre-paid. The foregoing shall be the sole and exclusive remedy available to Customer.

## 13. LIMITATION OF LIABILITY

- 13.1 **Limitation of Liability**: In no event will either Party's total cumulative liability for all claims arising out of or related to these Terms of Use exceed the Subscription Fees payments made by Customer during the twelve (12) months immediately preceding such claim, except for liability for claims arising out of either Party's wilful misconduct, gross negligence, or liabilities that cannot be limited by law. The Parties agree that this Section 13 Limitation of Liability reflects a reasonable allocation of risk and that each Party would not enter into this agreement without these limitations on liability.
- 13.2 **Limitation of Indirect Damages**: In no event will either Customer or Tricent be liable for any consequential, indirect, exemplary,

special, or incidental damages, lost profits, arising from or relating to the Terms of Use.

#### 14. DURATION AND TERMINATION

- 14.1 **Cancellation of Subscription**: Either Party may at its option cancel any or all Subscription(s) by providing written notice to the other Party. Such cancellation notice shall have effect from either:
  - (i) if notice is provided ninety (90) days prior to the renewal date of Subscription(s), the cancellation of the Subscription(s) will be effective at the end of the current Subscription Term, or
  - (ii) if notice is provided with less than ninety (90) days prior to the Subscription(s) renewal date, the cancellation of the Subscription(s) will come into effect at the end of the following Subscription Term.
- 14.2 **Termination for Breach**: Either Party the may terminate Subscription(s) immediately, including any outstanding Order, if the other Party: (i) fails to cure any material breach of the Terms of Use (including a failure to pay undisputed fees) within thirty (30) calendar days after written notice detailing the breach; (ii) ceases operation without a successor; (iii) becomes subject to sanctions or in violation of export control laws; (iv) or if permitted by applicable law, seeks protection under any bankruptcy, creditors' receivership, trust deed. arrangement, composition, or comparable proceeding, or if any of these proceedings are instituted against that Party and not dismissed within sixty (60) calendar days thereafter.

- 14.3 **Suspension**: Tricent may suspend Customer's access to Tricent's Services for failure to pay the Subscription Fees, provided that Tricent gives Customer ten (10) business days' notice to cure the failure to pay the Subscription Fees.
- 14.4 **Transition Assistance**: Through a period of up to ninety (90) days after the date of termination of the last Subscription, Customer may request that Tricent makes Customer's Data available to Customer in a reasonably acceptable industry recognized electronic format. Customer shall pay for such transition assistance on an hourly basis.
- 14.5 **Deletion of Data**: Upon termination of all of the Subscriptions, Customer's Data, including backup will be deleted within sixty (60) calendar days after the termination date of the last Subscription. The foregoing does not apply to Customer's Data which must be kept for legal purposes.

## 15. GENERAL PROVISIONS

- 15.1 **Entire Agreement**: The Terms of Use, including any exhibits and references to other documents, constitutes the entire agreement between the Parties and supersedes all prior agreements and understanding, whether written or oral, relating to the subject matter of the Terms of Use.
- 15.2 **Independent Contractors**: The relationship of the Parties hereunder is of independent contractors. Nothing in these Terms of Use will constitute a partnership, joint venture, or similar relationship. Further, neither Party will be deemed to be an agent of the other Party and have any right, power,

or authority to create any obligation, express or implied, on behalf of the other Party.

- 15.3 **Severability**: Any provisions of Terms of Use found by a court with competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect, provided that any such modification is consistent with the purposes and objectives of the Terms of Use and does not impose upon either Party any obligation that is greater or less than the obligation that would have been imposed by the invalidated or modified provisions.
- 15.4 **Survivability**: The representations, limitation of liability, obligations, and warranties made under the Terms of Use, shall be deemed to be material, and shall survive termination or expiration, to the maximum extent permitted by law.
- 15.5 **No Assignment**: Either Party may not assign its right or obligations under the Terms of Use without prior written consent of the non-assigning Party. Any such assignment in the contravention of the foregoing is hereby declared null and void and will constitute a material breach.
- 15.6 **Headings**: The heading of sections used under the Terms of Use are for convenience of reference only and do not affect or alter the construction or interpretation.
- 15.7 **Notice**: All notices pertaining to the Terms of Use must be in writing and delivered to the contact information provided by each Party. The notice may either by; (a) by registered or certified mail; (b) by email addressed to the authorized representative.

- 15.8 **Third-Party Beneficiary Rights**: No provisions of the Terms of Use are intended, nor shall be interpreted, to provide or create any third-party beneficiary rights or any other rights of any kind in any client, customer, employee, affiliate, stockholder, partner, or any party hereto or any other person unless specifically provided otherwise herein.
- 15.9 **Force Majeure**: Neither Party will be liable for any delay or failure to perform its obligation under the Terms of Use if the delay or failure is due to causes beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, natural disaster, pandemic, failure or reduction of power or telecommunications or data networks or services, or government act.
- 15.10 **Governing Law and Arbitration**: The Terms of Use and the rights and obligations of the Parties hereunder shall be construed in accordance with and be governed by the substantive laws indicated under this section, and each Party agrees and consents to personal and exclusive jurisdiction of the arbitration seat, for any dispute arising out of or in connection with the Terms of Use, as defined in the following manner:

## **Customer's Domicile in the United States:**

The laws of the State of New York shall apply, without recourse to the conflict of law principles, and the place of the arbitration shall be New York City, N.Y., USA under the administration of the American Arbitration Association in accordance with its Commercial Arbitration Rules. The number of arbitrators shall be one (1) arbitrator appointed in accordance with said rules. The language to be used in the arbitral proceedings shall English be as all documents shall be in the English language. The arbitrator shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration.

Customer's Domicile outside of United **States**: The laws of the Kingdom of Denmark shall apply, without recourse to the conflict of law principles, and the place of the arbitration shall be Copenhagen, Denmark under the administration of Danish Institute of Arbitration in accordance with its Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. The number of arbitrators shall be one (1) arbitrator appointed in accordance with said rules. The language to be used in the arbitral English proceedings shall be documents shall be in the English language. The arbitrator shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration.

#### **16. DEFINITIONS**

"Affiliate(s)" means any entity which is controlled by Customer. "Control", for purposes of this definition, shall mean the possession, directly or indirectly, of the power to direct the management and policies of such an entity, whether through ownership of voting securities, by contract or otherwise.

"Confidential Information" means code, inventions, know-how, product plans, and technical, commercial, and financial information exchanged under the Terms of Use, which is identified as confidential at the time of disclosure or should reasonably be considered confidential based on the

circumstances surrounding the disclosure and the nature of the information disclosed.

"**Credentials**" means any log-in credentials (e.g., usernames and passwords) and any other security information required to access or use Tricent's Services.

"Customer" means a legal entity, including legal representatives, Affiliates, successors, and assigns thereof, who is named in the Order form or has obtained authorized access to Tricent's Services by Tricent.

"Customer's Data" means any data or content collected from Customer by Tricent's Services on behalf of Customer and any data or content that Customer provides to Tricent.

"Customer's Domicile" means the country where the Customer named in the Order is incorporated.

"**Data Protection Law**" means all applicable data protection laws and regulations in any jurisdiction.

"Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases, (d) know-how trade secrets, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection



provided by applicable law, regulations or rules in any jurisdiction throughout the world.

"Order" means the ordering document(s) between Tricent and Customer, under which Customer agrees to purchase Subscriptions to Tricent's Services. An Order may be a written, e.g. order form, or an electronic agreement, and may also include online forms, or the act that Customer signs up new Users for Tricent's Services, or terms that have been "accepted" or "agreed" by Customer.

"**Party or Parties**" means either Customer or Tricent, or collectively Customer and Tricent together.

"Personal Data" means data relating to a natural person who can be identified from that data (or from that data and other information in a Party's possession). Personal Data includes factual data (such as a name, address, or date of birth) and opinions/evaluations (such as a performance appraisal).

"**Subscription(s)**" means the Subscription(s) to Tricent's Services or as identified on the applicable Order.

"Subscription Fee(s)" means, collectively, all fees due and payable from Customer, or its Affiliated, to Tricent for the use of Tricent's Services pursuant to the Terms of Use.

"Third-Party Product(s)" means products, applications, services, software, networks, systems, directories, websites, databases, or information not provided by Tricent.

"**Tricent**" means Tricent Security Group A/S with the company registration number: 38450255.

"**User(s)**" means Customer's representatives or employees.