

# Subscription agreement

This Subscription Agreement governs your subscription and use of Ledidi's paid services. By accepting this Agreement, you accept the terms in our User Agreement and Privacy Policy. If the use of our Services includes processing of personal data, you also accept the principles in our template Data Processing Agreement (DPA). A DPA will be entered for each project that includes personal data.

If you are accepting this Agreement on behalf of a company or other legal entity, you warrant that you have the authority to bind the entity and its affiliates to these terms and conditions.

This Agreement takes effect when you click an "I Consent" or "I Accept" checkbox or button presented with this Agreement.

**This agreement was implemented on 10<sup>th</sup> September 2021.**

## 1. Subscription

Subscribed Services are purchased as subscriptions for the terms stated in Ledidi's online purchasing portal.

We offer our Services through different subscription plans, and the access to the Services depends on your type of subscription. Information about the different subscription plans is provided on our website.

Subscriptions for Services may be added during a subscription term according to the price list at the time the subscriptions are added. Any added subscriptions will terminate on the same date as the underlying subscriptions.

## 2. Subscription owner

Paid subscriptions may be managed by you or provided through a third party, i.e. your employer. The subscription owner is responsible for maintaining accurate billing information in the Ledidi application, including name, email and payment details. If the subscription owner is a legal entity it should include the name, email, telephone number and billing address of an authorized billing contact.

## 3. Subscription term

Paid subscriptions may be purchased on a monthly or annual basis. Subscriptions are automatically renewed at the end of a term unless terminated.

#### **4. Price and payment**

The Fees payable for the Subscribed Services are set out in the price overview communicated by Ledidi on Ledidi.com. Ledidi's Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. You are responsible for paying all such taxes, levies, or duties. In Norway the Subscription owners will have to pay VAT in addition to the Fees. Any non-Norwegian Subscription owners will be billed excluding VAT.

Payment shall be made by use of credit card or via electronic money transfer (e.g., ACH). Ledidi is permitted to process such payment on the date of Ledidi's invoice and any Renewal Service Term(s).

Payments of Fees are non-cancellable, and all payments are non-refundable. Payments must be made without set-offs, withholdings or deductions of any kind.

If the Subscription owner is an individual, the Subscription owner shall pay up-front by credit card for all annual/monthly Service Terms according to the ordering procedure when ordering a subscription.

If the Subscription owner is a legal entity, the Subscription owner shall pay all Fees up-front for each annual Service Terms within thirty (30) days after the Subscription owner receives each invoice (invoices are deemed received when Ledidi emails them to the Subscription owner's designated billing contact); and all payments shall be in the currency denounced when signing up to the Subscribed Services.

Ledidi charges and collects in advance the fees for use of the Subscribed Services based on the Services subscribed to by the subscription owner.

#### **5. Termination**

You may terminate your subscription for any reason by failing to renew at the end of your term or by deleting your account.

#### **6. Change of subscription plans**

Ledidi reserves the right to make changes to the subscription plans offered at any time, which may include changes in functionality and features in each subscription plan, as well as the prices. Subscription owners will be informed of any changes affecting their paid subscriptions with at least one month's notice. Changes in subscription plans or prices will not take effect within a term.

## 7. Consequences of Non-Payment

If the Subscription owner fails to make any payments required under this Agreement, then in addition to any other rights Ledidi may have under this Agreement or applicable law.

- Ledidi may charge an interest penalty of one and one-half percent (1.5%) per month on any outstanding balance under each delinquent invoice, or the maximum permitted by law (whichever is less);
- Ledidi will be entitled to recover its reasonable attorneys' fees, other legal expenses (including expert witness fees and expenses on appeal) and other reasonable costs to collect such amounts; and
- Ledidi may temporarily suspend the Subscription owner's access to the Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination of the Agreement. The Subscription owner will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such the Subscription owner delinquency.

## 8. Reduction of the Subscription Fee

If one or more of Subscribed Services are inaccessible for more than 24 hours continuously during a period of one calendar month, and this is caused by errors in Ledidi's environment, equipment or software, the Subscription owner can demand a proportional reduction of the subscription fee for the affected service for the relevant calendar month. Other circumstances, e.g. errors and inaccessibility caused by communication lines, third party software or platform providers (e.g. AWS), external elements or the Subscription owner or the users' use, equipment or software cannot be used as a basis for requesting reduction of the subscription fee.

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# Ledidi User Agreement

This User Agreement was last updated on 26th August 2021.

## **Thank you for signing up for a Ledidi user account!**

This User Agreement (also referred to as the “Agreement”) describes the terms and conditions that apply to your use and access to Ledidi’s Services. This is an agreement between Ledidi (also referred to as “we,” “us,” or “our”) and you (“you”, “your” or “User”) and takes effect when you click an “I Consent” or “I Accept” checkbox or button presented with this Agreement when you register for a Ledidi user account. Any signed Data Processing Agreement (DPA) is part of this agreement.

If you represent an entity, you confirm to us that you have the legal authority to bind that entity. This Agreement commences on the date you accept the User Agreement and continues as long as you have a valid Ledidi user account. Both paid and free services are subject to the terms and conditions in this Agreement. By accepting this Agreement, you also consent to [Ledidi’s Privacy Policy](#).

## 1 Description of the services

### 1.1 The Services

Ledidi provides online cloud software applications designed for creating data registries, data capture, statistical and graphical data analysis, performing surveys, facilitating research collaboration, data sharing and project management. Depending on your subscription, you may have access to all or parts of our Services. A detailed description of the Services and additional resources can be found on our website.

### 1.2 Support

Technical support is available for all users via email or our online support chat. Ledidi may also provide educational and onboarding support through digital material published on our website or inside the applications. Our newsletter, which includes information on new features and useful educational material, is distributed by email to all users, unless you unsubscribe in your account settings. Customized onboarding, educational programs and scientific support may be purchased at additional cost.

### 1.3 Subscriptions

We offer our Services through different subscription plans, and the access to the Services depends on the active subscription related to your account. Information about the different subscription plans is provided on our website.

Ledidi Free is the default subscription setting. If a paid subscription connected to your account is cancelled or failed to renew (either by you or your subscription provider), your subscription will be set to a Ledidi Free subscription with settings for free subscription in effect at that time. If your account is not set with a subscription covering the amount of content in it, the content overriding the limits will be deleted after 90 days. You will be notified in advance about forthcoming deletion of your user content by email.

## 2 Ledidi's responsibilities

### 2.1 Provision of the Services

(a) Ledidi will use reasonable skill and care to ensure that the Services are available to you according to this Agreement and any applicable documentation, including any service description or user guide made available by Ledidi.

(b) We will provide applicable technical support for the Services to you at no additional charge. Upgraded technical support, customized onboarding, educational programs and scientific support may be purchased at additional cost.

c) We will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for; (i) planned downtime (which Ledidi shall attempt to schedule outside the core time (from 8.00 am until 4.00 pm on working days CET) and in such a way that the accessibility of the affected Service is impacted as little as possible, and (ii) in circumstances that according to Norwegian law is considered "force majeure". The user acknowledges and agrees that the Services may be subject to limitations, failures, delays and other problems inherent in the use of facilities accessed across the Internet and that, if necessary, maintenance may also be carried out during the core hours. Such activity shall not constitute a breach of this Agreement.

d) Ledidi will use reasonable skill and care to provide the quality and functionality of our Services but provides no warranty with respect to any given availability or functionality of the Services or that the Services at any time will be free of failures or defects.

e) In the event that the Services are not available, there is a lack of functionality or there are failures or defects, Ledidi will make reasonable efforts to correct the non-conformity. If Ledidi is unable to correct the non-conformity within sixty (60) days after receipt of written notice, you have the right to terminate the Agreement and receive a refund, on a pro rata basis, of any annual fees prepaid that are unused.

### 2.2 Security and protection of User Content

Ledidi will maintain administrative, physical, technical, organisational and other security measures to protect against unauthorised access to, or destruction, loss, unavailability or alteration of, any User Content processed or stored by any of the Services. Ledidi will be responsible for unauthorised access and damage to, and for unauthorised disclosure, deletion, destruction and loss of User Content to the extent this is caused by Ledidi's breach of its obligations under this Agreement. Ledidi encourages the user to make use of available export option for back up. Ledidi deploys and operates its Services at data centres provided by

Amazon Web Services (AWS). The infrastructure that AWS provides is designed and managed in alignment with security best practices and internationally recognised IT security standards.

### 2.3 Audits

Ledidi regularly conducts security audits through a third-party auditor on our organisational, technical and security measures.

## 3 Your responsibilities

You are responsible for your compliance with this Agreement and complying with all laws and regulations applicable to the use of the Services.

### 3.1 Contact information and notifications

When signing up to any of Ledidi's Services, you are required to provide your full name, email address and phone number. This information must be updated in your user account whenever there are any changes. We will use this email address to provide you with any notice under this Agreement or by posting a notice on our website.

### 3.2 Your user account and your content

You are responsible for all activity occurring under your user account (except to the extent any such activity is caused by Ledidi), and you have the ownership and are responsible for your User Content.

### 3.3 Privacy laws and Data Processing Agreement

You are the Data Controller of any Personal Data your User Content may contain, and we process your User Content on your behalf and on your instructions in our capacity as a Data Processor. As a Data Controller, you are responsible for complying with applicable privacy laws and regulations, including the accuracy, quality, and legality of any Personal Data collected, stored and processed. When you create a project in our Services, you will be guided by a wizard and asked to enter a Data Processing Agreement (DPA) with us if your project will contain Personal Data. It is your responsibility as a Data Controller to ensure that a DPA is entered into, that you have the legal authority to enter into the DPA, and that you provide the required information for the DPA to be legally valid.

### 3.4 Password and two-factor authentication

Ledidi enforces a strict password policy, and access to the Services requires two-factor authentication with username and password in combination with a code generated by a two-factor authentication app (i.e. Google Authenticator) on your mobile phone. We encourage you to use a strong password to protect your user account from unauthorised access. Do not use the same password to access your Ledidi account as the ones that you may use with other accounts or services and protect your username and password to prevent others from accessing your Ledidi account.

### 3.5 Unauthorised use

The User shall notify Ledidi promptly upon becoming aware of any unauthorised use of any user password or account credentials or any other breach of the security of the Service.

The User shall also notify Ledidi promptly upon becoming aware of, and make a reasonable effort to stop, any unauthorised copying, distribution, or other misuse of any aspect of the Services, including any use of the Services contrary to the User Agreement.

### 3.6 Secure internet connection and browser

The Services are accessed with the necessary equipment and software through the internet, and it is your responsibility to ensure that your connection to the internet is secure (i.e. password-protected and encrypted wi-fi connection), that your browser has the latest security updates and that your security settings in your browser are properly configured and that your connection has sufficient bandwidth for the Services to run smoothly.

The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Ledidi is not responsible for any delays, delivery failures, or other damage resulting from such problems.

### 3.7 Extraction of User Content upon deletion

It is your responsibility to extract all User Content before your account is deleted. Regardless of the basis for expiration or termination of this Agreement, Ledidi will automatically delete all User Content including backups 90 days after any such expiration or termination, unless otherwise agreed in advance by the Parties in writing.

## 4 Privacy

Ledidi and The User warrant to always comply with its obligations under all applicable Data Privacy Laws.

### 4.1 You are the Data Controller of your User Content

You are responsible for all User Content you collect, store and process under your account, and you are the Data Controller of any Personal Data your User Content may contain. We process your User Content on your behalf and on your instructions in our capacity as a Data Processor. If your User Content contains Personal Data, the processing is regulated by a DPA between you as the Controller of Personal Data and Ledidi as the Processor. The DPA should be entered into before any processing takes place by Ledidi.

You are responsible for ensuring that no User Content containing Personal Data is transferred to Ledidi for processing on your behalf before a DPA is signed. In the event of a conflict between this Agreement and the DPA, the DPA shall prevail. If you fail to enter into a DPA with Ledidi when required, you will be in breach of this Agreement.

## 4.2 Ledidi is the Data Controller of personal data about you

Ledidi acts as Data Controller of the personal data about you related to your user account (your name, e-mail, phone number, organisation and payment information). How we process personal data about you is described in our Privacy Policy, which we may update from time to time. By using our Services, you have accepted our Privacy Policy and consented that our data processing may involve transfer of personal information about you to countries outside the EEA.

## 5 Confidentiality

Each Party shall hold the other Party's Confidential Information in confidence and shall not make such information available to any third-party or use such information for any purpose other than to perform its obligations under this Agreement. The confidentiality obligation shall apply to the Parties' employees, subcontractors and any third parties who act on behalf of the Parties in connection with the performance of the Agreement. The Parties may only disclose Confidential Information to such subcontractors and third parties to the extent necessary for the performances under the Agreement, provided that such parties are subject to a confidentiality obligation corresponding to this provision.

The confidentiality obligation pursuant to this provision shall not prevent the disclosure of information if such disclosure is demanded pursuant to laws or regulations. The other Party shall, if possible, be notified prior to such disclosure.

The obligations of confidentiality set out in this section shall apply indefinitely.

## 6 Use restrictions

The Services shall only be used by named users whose identity has been provided to Ledidi when signing up to the Service. Your user account is personal, and you may not share your user account or user credentials with others.

The user shall not, without Ledidi's prior written consent, cause or permit the:

(a) use, copying, modification, rental, lease, sublease, sublicense, transfer or other commercial exploitation of, or other third-party access to, any element of the Services, except to the extent expressly permitted by this Agreement

(b) create any modifications or derivative works based on the Services;

(c) reverse engineering of any of the Services;

(d) gain unauthorized access to any of the Services or their related systems or networks (for example, by impersonation of another user of the Services or provision of false identity information);



(e) interference with or disruption of the integrity or performance of the Services or the data contained therein (for example, via unauthorized benchmark testing or penetration testing);

(f) sending, storing or use of any User Content on the Service for which the user lacks sufficient ownership or other rights; or

(g) sending, storing or use of any infringing, obscene, threatening, libellous or otherwise unlawful or tortious material in connection with the Service (including, without limitation, any illegal spam, or any material that is harmful to children or violates any third-party privacy rights). The User must use reasonable security measures to access the Services, and must not knowingly send, store or use any material containing any viruses, worms, Trojan horses or other malicious or harmful computer code, files, scripts, agents or programs in connection with the Services.

Ledidi reserves the right to take all steps reasonably necessary to protect the security, integrity, or availability of the Services (e.g., by temporarily suspending access by anyone who introduces malicious code or attempts to do so), notwithstanding anything to the contrary in this Agreement.

## 7 Termination and deletion of accounts

You can terminate this Agreement for any reason by providing us notice or by deleting your account.

You can delete your account from your user account settings. Your account is set inaccessible at the time you delete it, but any remaining data that you have not deleted is kept so that it can be restored for 90 days after you deleted your account. This is a security measure in case unintended actions led to the deletion. After 90 days, all data is deleted including backups. Any subscriptions connected to your account will run until the end of term, independently of the deletion.

## 8 Cloud service provider

Ledidi deploys and operates its Services at data centres provided by Amazon Web Services, Inc. (AWS). All data stored and processed by Ledidi in our capacity as a Data Processor resides on AWS data centers located in Frankfurt, Germany, unless otherwise specified in writing in any additional agreement (i.e. DPA).

Ledidi reserves the right to change our cloud service provider at any time. However, in such an event, you will be given a minimum of three months' notice, to allow you to evaluate the technical and legal effects of such a change.

## 9 Third-party services

We may provide access to or promote third-party services or products (“Third-Party Services”) that utilize, integrate, or provide additional services to the Services Ledidi provides. These Third-Party Services are optional, and you access and use any Third-Party Service based on your own evaluation and risk assessment.

Any use of Third-Party Services is not governed by this Agreement or our Privacy Policy. If you decide to use a Third-Party Service, you will be responsible for reviewing, understanding and accepting the terms and conditions associated with its use and the Third-Party Service’s own privacy policies. Ledidi disclaims all responsibility and liability for your use of any Third-Party Service.

## 10 Property rights and licenses

### 10.1 Ownership of the Services

Ledidi and its licensors retain all rights, titles and interests in and to the Services (including, without limitation, all Intellectual Property Rights), including all copies, modifications, extensions and derivative works thereof. Your right to use the Services is limited to the rights expressly granted in this Agreement. All rights not expressly granted to you are reserved and retained by Ledidi and its licensors.

### 10.2 Ownership of your User Content

All User Content is your property. We obtain no rights under this Agreement from you to your User Content including all copies, modifications, extensions and derivative works.

### 10.3 Grant of Rights

Subject to the terms and conditions of this Agreement, Ledidi hereby grants you the non-exclusive, non-transferable, worldwide, right to access and use the Services during the term of your subscription.

### 10.4 License by you

By entering into this Agreement, you grant to Ledidi a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by you.

## 11 Liability

In the event of a Party’s breach of the Agreement, the other Party is entitled to claim compensation for direct documented loss that is suffered because of the breach. The Parties are not liable for indirect or consequential losses, such as lost profit, losses caused by delayed start or disruption of production, deprivation or losses caused by lost data.

The maximum compensation during a 12 months' period is under all circumstances limited to the payable fees for this period. The limitations of liability shall not apply in the event of gross negligence or willful misconduct.

## 12 Additional legal terms

### 12.1 Changes and notifications

We reserve the right to make enhancements, modifications, replacements and other changes to the Services, including discontinuation of any of our Services or removal of certain features and functionality from time to time.

Ledidi may also, with three months' notice and solely with prospective effect, modify, change or add to the terms and conditions of this Agreement including prices and subscription plans.

We shall in these cases provide (i) information regarding any matter which we reasonably consider to be non-material on our website; (ii) information regarding any matter which we reasonably consider to be material by sending a message to the email address related to your account.

### 12.2 Choice of Law and Dispute Resolution

This Agreement is governed by Norwegian law. The Parties shall attempt to solve any dispute by negotiations. If such negotiations do not result in an amicable settlement, the dispute shall be resolved by arbitration according to the Norwegian act on arbitration. The seat of arbitration shall be in Oslo.

### 12.3 Force Majeure

If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement, other than payment obligations, due to any cause beyond its reasonable control, the affected Party's performance will be excused for the resulting period of delay or inability to perform. Such causes include but are not limited to, war, riots, labour unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, Internet service failures or delays, and denial of service attacks and any other circumstance that according to Norwegian law is considered "force majeure". Each Party is entitled to terminate the Agreement with immediate effect upon written notice to the other Party if one and the same force majeure situation has lasted for a consecutive period of 90 days.

### 12.4 Transfer

Ledidi is entitled to transfer its rights and obligations pursuant to this Agreement to a third party. The User shall not, without the prior written consent of Ledidi, transfer any of its rights or obligations pursuant to this Agreement to a third party.

### 12.5 Termination for Cause

Either Party may terminate the Agreement for cause upon written notice if (i) the other Party fails to cure any material breach of this Agreement within thirty (30) days after receiving

reasonably detailed written notice from the other Party alleging the breach, or (ii) 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.

## 13 Definitions

“Agreement” means the Subscription Agreement, User Agreement, Data Processing Agreements you have accepted

“Confidential Information” means all information and materials disclosed by a Party to the other 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.

“Data Controller” has the same meaning as in GDPR article 4 (1) no 7.

“Data Processor” has the same meaning as in GDPR article 4 (1) no 8

“Intellectual Property Rights” means rights under any copyright, patent, trademark, trade secret and other intellectual property laws worldwide.

“Ledidi” means Ledidi AS, a limited liability company organized under Norwegian law with enterprise number 917137137.

“Parties” means the User and Ledidi (and “Party” shall mean either one).

“Personal Data” means information relating to a natural person as such term is defined by the applicable Privacy Laws, including the General Data Protection Regulation (EU) 2016/679 (GDPR).

“Privacy Laws” means all laws and regulations regarding data privacy and processing of Personal Data that apply to Ledidi’s provision of the Services to the User.

“Services” means all the products and services provided by Ledidi.

“User” means the individual accepting these terms on his or her own behalf. If the User is a legal entity, the “user” means an individual who is authorized by the User to use the Service.

“User Content” means electronic data and information entered by or for the User in the Services.

# Privacy Policy

The privacy and security of the data you entrust us with is our highest priority. This Privacy Policy describes how we collect, use and share information about you when you visit our website, create a Ledidi user account, pay for any of our services, participate in events or otherwise interact with us. We also describe the rights and choices you have regarding the information we collect about you and how you can contact us about any privacy concerns.

By using our website or any of our services, you accept this Privacy Policy. The Privacy Policy describes how we treat your personal information, and we encourage you to read it carefully. We only collect personal information about you when we have a legal basis for doing so, and we only collect the minimum of information required. If you do not agree to this Privacy Policy, you should not use our services.

## **When does it apply**

This Privacy Policy applies to the information we collect about you when you interact with us. It describes how we handle information about you in our capacity as a data controller.

## **When does it not apply**

This Privacy Policy does not apply to the data that you store or process (“user content” or “content”) when you use our software applications related to your Ledidi user account. You are responsible for your content and the data controller of any personal data it may contain. We process your content on your behalf and on your instructions in our capacity as a data processor. The rights and obligations related to your content are governed by the User Agreement that you sign when you create a Ledidi user account. You must enter a data processing agreement with us if your content contains personal data. More information about the security of our services can be found in the security documentation on our website.

## Legal grounds for collecting and using personal information

We rely upon a number of legal grounds to collect and use your personal information such as our contractual obligations to you when you order services from us, compliance with our regulatory and legal obligations, or to pursue our legitimate business interests. In some situations, we rely on your explicit consent. In particular, we will need to ask for your consent to:

- Send you newsletters which may contain elements of marketing.
- Participate in surveys or answer questionnaires.
- Transfer information about you to certain countries outside the European Economic Area (EEA).

In these cases you will be asked to give your consent by clicking an “I consent” or “I accept” button or checkbox.

## The personal information we collect

We collect information about you when you interact with us directly, and irrespective of the type of interaction, we always collect the minimum amount of information required for that specific purpose. We also automatically collect information related to you that is of a technical nature when you visit our website and use our software. The types of information we collect include:

- Identifying information such as your name, email address, phone number, position and organisation
- The content of the messages you send to us such as requests via our website, emails or support tickets
- Payment details including payment card information
- Feedback from surveys or questionnaires
- Information collected automatically when you visit our website or use our software applications

## When and why we collect information about you

Some information is collected automatically when you visit our website, but most of the information we collect about you is information you directly provide us with.

### **Information that is collected automatically When you visit our website**

We use analytical tools for detecting technical issues with our website, to improve performance and better understand our visitors' needs. Our website uses cookies and other technologies (see our cookie policy for more information and how you can configure your preferences) that record information about you, including:

- Browser and device data, such as IP Address, device type, operating system and Internet browser type, screen resolution, operating system name and version, device manufacturer and model, language, plug-ins, add-ons
- Usage data, such as time spent on our website, pages visited, links clicked, and the pages that led or referred you to our website. This information is anonymised.
- Information about your online activities on websites and connected devices over time and across third-party websites, devices, apps and other online services. This information is anonymised.
- Information when you engage with our marketing messages and click on links included in ads for our services.

### **When you use our software applications**

We collect information when you use our software applications. For example, we use analytical tools to monitor the security of our systems, improve performance, uncover technical issues and analyse use patterns. All information is either anonymised or de-identified and used statistically. Our legal basis for collecting this information is our legitimate interest to preserve the security and performance of our systems and to better understand how to improve our services and offerings.

## **Information you provide us with depending on the purpose When you send a request or a message to us**

If you send us a message through the contact forms on our website, we collect your name, email address and the content of your message in order to respond to your request. We encourage you to be careful about disclosing any sensitive information about yourself or others. If you request a copy of our security documentation, we also collect information about your position and organisation. We store this information and any following correspondence in our customer relationship management (CRM) system. The information is deleted three years after your last interaction with us. The lawful basis for this data processing is our legitimate interest to be able to respond to inquiries from you, and to have documentation in case we receive complaints, grievances or legal claims.

## **When you create a user account**

When you create a user account, we collect your name, email address, phone number and organisation to uniquely identify you to provide you with our services. When you have created a user account, we use your email address to send you important service notices and useful information (e.g., updates, new features and improvements) related to our services in accordance with the user agreement. We will also send you information about important changes in our User Agreement or Privacy Policy. When you sign up for a user account, our legal basis for collecting information about you is our contractual obligation to provide you with our services according to the User Agreement.

If you choose to do so, you can provide additional information about yourself in your user profile. This information can be shared with other users and makes it easier for users to recognize each other and establish collaborations. Ledidi may collect this information (e.g., academic degree, position and role) and combine it with information on use patterns as part of our efforts to better understand our users' needs. This information is de-identified and used statistically. Our legal basis for using this information is our legitimate interest to improve our services and offerings.

## **When you pay for our services**

If you buy or subscribe to any of our paid services, either on your own behalf or on behalf of others, we collect your name, email address, phone number, organisation and payment details (payment card information or required information for invoicing). This information is collected and stored both for us to be able to fulfill our contractual obligations with you and to comply with our legal obligations (e.g., accounting, tax purposes and fraud detection).

## **When you sign up to receive our newsletter**

You may subscribe to our newsletter either by signing up on our website or by creating a Ledidi user account. In these cases you consent to receiving our newsletter either through the sign-up form or through the User Agreement. If you sign up on our website, we will collect your name and email address. You may unsubscribe from our newsletter either through the settings in your user account or by clicking "unsubscribe" at the bottom of a newsletter you have received from us.

### **When you register for a Ledidi event**

When you sign up for an event hosted by Ledidi (i.e. webinar, meeting, educational course), we collect your name, email address, position and organisation. We use your personal information to inform you about the event and how to attend. Our legal basis for collecting this information is your consent.

### **When you participate in surveys or answer questionnaires**

If you have a Ledidi user account, we may also send you invitations to participate in user surveys or invite you to answer questionnaires. The legal basis for sending these invitations is our legitimate interest related to improvement of our services. It is optional to respond, and we will ask for your consent to participate, which will include a description of the purpose and how the information will be used.

### **Other purposes**

We do not use personal information in any ways that are not covered by the purposes detailed in this Privacy Policy unless you specifically authorise us to do so. In that case, we will ask for your specific consent.

## **How we share our personal information**

We never sell or share personal information with marketers or unaffiliated third parties. We may share information about you with our trusted service providers for specific purposes such as payment processing, subscription plan management and billing, and to manage our relations with our customers and users. A complete list of our service providers can be found [here](#).

Our service providers are subject to contract terms that limit their use of your personal information in accordance with applicable data protection legislation, and we authorise them to only use or disclose your information to perform services on our behalf or to comply with legal requirements. We require all our service providers to contractually commit to protect the security and confidentiality of the personal data they process on our behalf and to have appropriate safeguards and compliance measures to ensure an adequate level of protection of personal data.

## **International data transfers**

Some of our service providers are registered in the United States (US), and personal information may be transferred and processed outside the EEA. We require all our service providers to contractually commit to protect the security and confidentiality of the personal data they process on our behalf and to have appropriate safeguards and compliance measures to ensure an adequate level of protection of personal data. Ledidi's existing measures to accommodate international data transfers include the EU Commission's approved Standard Contractual Clauses (SCCs). However, the level of data protection in the US is not considered to be equivalent to the level of data protection within the EEA, as public authorities have a broader legal access to personal data. We consider the risk for requests



from US public authorities to access the data Ledidi controls to be low. To the extent we obtain knowledge of any such requests, we will inform you without undue delay.

### **Consent to transfer of personal information outside the EEA**

Your specific consent is our legal basis for transfer of personal information about you to the US, where the level of data protection is not considered to be equivalent to the level of data protection within the EEA. When relevant, we will ask for your consent to proceed with the transfer. You consent by clicking an “I consent” or “I accept” button or checkbox.

## Retention of personal information

We retain your personal information as long as we are providing services to you, or as long as is required for us to fulfill the relevant purposes described in this Privacy Policy. Unless we are required by applicable laws and regulations to keep your information, we will either delete your personal information within three years after your last interaction with us, or earlier if you instruct us to do so in accordance with this Privacy Policy and the User Agreement, if you have a Ledidi user account.

## How we protect your personal information

Ledidi has implemented technical, organisational and administrative security measures to protect your personal information. We continuously seek to ensure that the information we collect is protected against loss, destruction, corruption or unauthorised access. Our security framework is updated regularly in line with technological developments. Your personal information is only accessed by a limited number of personnel who need access to the information to perform their duties. When we share information with our service providers we authorise them to only use or disclose your information to perform services on our behalf or to comply with legal requirements. Before engaging any service provider, we perform a security and data privacy assessment.

## Your rights and choices

You can at any time request information about the personal information we have collected about you, and you have the right to request correction, deletion and restrictions in the processing of your personal information in accordance with applicable data protection laws. Upon your request, we will delete information about you, unless other obligations require us not to do so.

Consents that you have given can be withdrawn at any time. Withdrawal of your consent does not affect the legality of the storing, processing or transfer of your personal information prior to the withdrawal.

Any questions or concerns that you may have regarding this Privacy Policy can be sent to our Data Protection Officer at [dpo@ledidi.no](mailto:dpo@ledidi.no).

If you are of the opinion that we have not complied with your statutory rights in accordance with applicable data protection legislation, you have the right to send a complaint to the

Norwegian Data Protection Authority ([www.datatilsynet.no](http://www.datatilsynet.no)). However, we kindly ask you to contact us first so that we may address your concerns or resolve any misunderstandings.

## Updates to this Privacy Policy

When required by changes in our practice or in privacy legislation, we will update this privacy policy. In the event of material changes to our information practices, we will point out those changes on our webpage and in some cases send you a notification of changes by email. You agree to any modifications or changes by continuing to use our services after such information has been provided to you.

This Privacy Policy was last updated: August 6 2021

# Data Processing Agreement

**Project name**

This Data Processing Agreement (“DPA”) forms a contract between

xxx (legal entity from wizard) (the “Controller”)

and

Ledidi (the “Processor”)

(together referred to as the “Parties”)

The project owner signs and accepts this DPA on behalf of the legal entity the project owner represents, and warrants that he or she has the authority to do so.

## Introduction

This DPA applies where xxx (legal entity from wizard) is the Controller of Personal Data and Ledidi is the Processor. It is an integrated part of the User Agreement and supplements it. In the event of a conflict between this DPA and the User Agreement, this DPA shall prevail.

The parties have agreed to this DPA to establish the respective Parties’ rights and obligations regarding Processing of Personal Data.

All capitalized terms in this Data Processing Agreement relating to the Processing of Personal Data shall have the same meaning as set out in EU Regulation 2016/679 (“GDPR”) and its applicable national implementation.

## Roles and Responsibilities

Ledidi is the Processor of Personal Data as a result of the Controller’s use of Ledidi’s Services. Ledidi is only processing Personal Data on behalf of the Controller in accordance with the Controller’s instructions and this DPA, and will comply with all applicable data protection laws.

The Controller warrants that it has a legal basis for all Data Processing for which Ledidi is instructed to carry out on behalf of the Controller under this DPA.

## Specification of the Data Processing

A specification of Ledidi’s Processing of Personal Data on behalf of the Controller is defined by the Controller below. The Controller has the sole responsibility for the correct and complete

specification of the purpose of the Processing activities and the types of Personal Data and Categories of Data Subjects that will be Processed under this DPA.

Purpose of the Processing of Personal Data:

xxx

Types of Personal Data:

xxx

Categories of Data Subjects:

xxx

## Subprocessors

Ledidi uses Amazon Web Services, Inc. (AWS) as the only subprocessor under this DPA. All data stored and processed by Ledidi resides on AWS data centers located in Frankfurt, Germany.

Ledidi will notify the Controller by email with a minimum of three months' notice in advance of any planned change or replacement of its subprocessor(s) to allow an evaluation of the technical and legal effects of such a change. Ledidi will ensure that the new subprocessor is subject to obligations and limitations at least as strict as those imposed on Ledidi according to this DPA. Ledidi will remain fully liable towards the Controller for the performance of the subprocessor's obligations. The Controller has the opportunity to oppose the change in question. If the Controller has not opposed the change within seven days from receipt of such a notice, the change shall be deemed accepted. If the Controller opposes the change and Ledidi is not able to fulfill the Processor's requirements with measures that are commercially reasonable and technically feasible, Ledidi has the right to terminate the User Agreement with one month's written notice.

## International data transfer

For transfer of Personal Data to subprocessors located in a country which is deemed not to provide an adequate level of protection for Personal Data within the meaning of GDPR (a "third country"), Ledidi will enter into the EU Standard Contractual Clauses ("SCC") with such subprocessors (acting as data importers). Ledidi is currently only using AWS as a subprocessor under this DPA, and has entered into a data processing agreement with AWS which includes the SCC, which is available to the Controller upon request.

## Assistance

Ledidi will assist the Controller as necessary to ensure compliance with its legal obligations under applicable data protection laws, such as in connection with the Controller's compliance with the Data Subjects' rights pursuant to GDPR chapter 3, and with the Controller's compliance with GDPR articles 32 to 36. Compensation for such assistance shall be subject to a reasonable compensation based on Ledidi's standard hourly rates for such assistance, or if no such standard rates exist, based on an hourly

rate as agreed between the parties. Ledidi will keep accurate records of the Processing activities performed on behalf of the Controller in compliance with this DPA and applicable data protection laws.

## Security

Ledidi will, in accordance with the GDPR article 32, implement planned, systematic and appropriate technical and organisational measures to ensure a level of security appropriate to the risk with regard to the confidentiality, integrity and accessibility of the Processing of Personal Data. Information about Ledidi's security measures is provided on Ledidi's website. A more detailed description is available to the Controller upon request.

## Confidentiality

Ledidi will ensure that persons authorised to Process Personal Data, keep confidential all Personal Data and other confidential information provided to them under the User Agreement and this DPA. The duty of confidentiality also applies after termination of the User Agreement and this DPA.

## Personal Data Breach notification

Ledidi shall notify the Controller without undue delay upon Ledidi becoming aware of a Personal Data Breach affecting Controller Personal Data and provide the Controller with sufficient information to allow the Controller to meet any obligations to report or inform relevant Supervisory Authorities and Data Subjects of the Personal Data Breach under applicable data protection laws.

## Audits

Ledidi will, by itself or through a third-party auditor, regularly conduct security audits on its organizational and technical measures relevant for the Processing of Personal Data pursuant to this Data Processing Agreement.

The Controller has the right to demand security audits performed by an independent third party at the Controller's cost. Ledidi will allow for and contribute to the performance of such third-party audits. Ledidi shall be entitled to claim reasonable compensation for assisting the third-party auditor in accordance with an hourly rate as agreed between the Parties.

The results of any audits shall be documented and made available to the Controller upon request. The Controller is entitled to submit the results of the audit to the Supervisory Authority.

Ledidi will make available to the Controller all information necessary to demonstrate compliance with this DPA upon request.

## Changes

Ledidi may change the terms of this DPA upon written notice to the Controller in accordance with the terms regarding changes in the User Agreement.

## Duration

This DPA shall apply for as long as the relevant project is Processed by Ledidi and the User Agreement is in force between the Parties, whichever terminates first.

After termination of the User Agreement, Ledidi will irreversibly delete the project including the Personal Data and all backups in accordance with the data retention policy as set out in the User Agreement.

Date: xxxx

*Signatur*

Name of project owner

Danckert Mellbye

Name of organization

Data Protection Officer  
Ledidi AS