Subscription Agreement – Key Terms

Important documents

Your subscription agreement with us consists of the agreement form, the standard subscription agreement terms and the data protection agreement (appended to the standard terms). Each user's access to the Kognity service is also governed by our Terms of Use.

Trial access

If your agreement form is for a trial to the Kognity service, it is important to remember that the trial is valid for a limited period of time. We want the decision to buy Kognity to be entirely yours, so we do not automatically convert you to a full subscriber at the end of the trial. However, the end of your trial means the end of user access, and after a short period your users' data may also be deleted or anonymized. Please liaise with your Kognity sales contact before the end of the trial to ensure a smooth transition for your users from trial to subscription.

Renewal terms and fees

You will get a message from us well ahead of the end of your subscription period asking you to confirm your subscription numbers for the next period (or cancel the subscription). If we have not heard from you when 30 days remain of the subscription period, we will assume that you have renewed the subscription for another period based on the same student numbers and other service deal details and issue an invoice for the renewed subscription period. Please note that any discounts will not be automatically applied to renewals.

Make sure to pay your invoices on time. We will remind you in case of overdues, but if you do not act timely, user access may be suspended until the overdue amount (even if partial or relating to another year group or curriculum) is settled.

Change in number of students

While access to the service is for a committed number of students, we appreciate that sometimes there may be slightly more students than you anticipated at the start of your subscription. If your student numbers increase by no more than 5% above the amount set out on the agreement form during the subscription period, we will not charge you additional subscription fees for that. If the increase is larger than that, we retain the right to invoice you for the increased usage from the first additional student, i.e. 6% for 106% usage, either at the end of the subscription period or during it. Reductions in student numbers below the committed number are, however, not refundable.

Please review the full legal terms on the following pages.

(Global 2021:1)

1. INTRODUCTION

1.1. Subject to the terms and conditions of this Subscription Agreement and during the Subscription Period, Service Provider will make the subscribed Service available to Subscriber, solely for use according to the Terms of Use, which supplement the terms and conditions of this Subscription Agreement.

1.2. Occasionally Service Provider may, in its discretion, make changes to the Service and the Subscription Agreement. Upon such material changes to the Subscription Agreement or Services, Service Provider shall notify Subscriber. By continuing to use the Service or entitle the Users to continue using the Service after changes are made, Subscriber is expressing and acknowledging its acceptance of the changes.

2. DEFINITIONS

2.1. In this document, unless the context otherwise requires:

"**Confidential Information**" means any information that: (i) if disclosed in writing, is labelled as "confidential" or "proprietary"; (ii) if disclosed orally, is designated confidential at disclosure; or (iii) whether it being written or oral and whether it being designated as confidential or not, by its nature, and/or the circumstances of its disclosure, makes it reasonably likely that it is confidential;

"**Effective Date**" means the date on which Subscriber and Service Provider execute the Subscription Agreement;

"**Intellectual Property Rights**" means all copyright and related rights, design rights, registered designs, patents, trade and service marks (registered and unregistered), database rights, semi-conductor topography rights, know how, rights in confidential information and all other intellectual property rights throughout the world for the full term of the rights concerned;

"**Service**" means any and all educational material, including but not limited to textbooks, videos, animations and other digital media, hosted by Service Provider for different Subject Matters;

"**Service Deals**" means Service Provider's designed product offerings from time to time to Subscriber and its Users as set forth in the agreement form (or, if applicable, in the email from the account manager or other relevant representative of Service Provider);

"**Service Provider**" means Kognity AB, a Swedish limited liability company, Reg. No. 559023-5080, with address Linnégatan 87D, 115 23 Stockholm, Sweden;

"**Subject Matter**" means Services hosted by Service Provider on selected topics from time to time, *inter alia*, biology, chemistry, physics, environmental systems and societies, mathematics, economics and psychology;

"**Subscription Agreement**" means the agreement form (executed in written form online or by other means), these subscription agreement terms and conditions and any supplementary documents referred to in either of these documents;

"**Subscription Period**" means the Service subscription period for each Service Deal as defined by the access start and end dates set out in the agreement form;

"**Terms of Use**" means Service Provider's supplementary document "Terms of Use" that Subscriber and Users have to accept to use the Service, available at https://app.kognity.com/terms/ as the same may be updated from time to time;

"**Trial Access**" means trial access for Subscriber and its Users for purposes of evaluating the Service. Trial Access is for such parts of the Service and for the duration as specified on the agreement form;

"**User Account Information**" means information requested by Service Provider on Subscriber's Users in order to setup and register the Users for Services;

"**Users**" means individual students and teachers who are authorized by Subscriber to use the Service, for whom subscriptions to a Service have been procured, and who have been supplied user identifications and passwords by Subscriber (or by Service Provider at Subscriber's request).

3. SUPPLY OF SERVICES

3.1. Service Provider hereby undertakes to procure the supply to Subscriber the subscribed Service Deals on the terms set forth in this Subscription Agreement.

3.2. By subscribing to Services, Subscriber warrants and represents that its representatives are authorized to bind Subscriber to this Subscription Agreement. Subscriber further warrants and represents that: (i) it is registered in its territory and will only grant User access to the Services in that territory; (ii) it complies with and will comply with the subscription requirements set out in the Subscription Agreement; (iii) any registration information that it submits to Service Provider is true, accurate and complete, and it agrees to keep it that way at all times; (iv) it is authorized to grant all permissions and licenses provided in this Subscription Agreement to its Users; (v) it shall comply with any laws and regulations that apply to its use of the Services (in particular local regulatory regimes on privacy and data protection); (vi) it shall not provide any information to Service Provider that it is not permitted to provide under law, regulation or contract or that would require Service Provider to undertake separate measures such as obtaining consent from a User, a User's parent or guardian, or any other third party, and (vii) it shall not use the Services for any other use than set forth herein and shall not allow any third party to do so.

3.3. Use of the Services requires User registration with Service Provider. Such registration is made by Service Provider upon receiving the requested User Account Information from Subscriber.

3.4. Subscriber confirms that it will accept and comply with Service Provider's Terms of Use and other relevant terms, and that Users consent to the processing of any personal data as set forth in this Subscription Agreement. Upon valid User registration, Service Provider will activate the subscribed Subject Matters for the registered User in its system.

3.5. Subscriber is responsible for that its Users at all times comply with the terms of the Subscription Agreement and adhere to Service Provider's requirements and guidelines in relation to use of the Service, as designated by Service Provider from time to time, including applicable Terms of Use and instructions.

3.6. Subscriber or registered Users are responsible for all hardware, communication networks and other equipment necessary for use of Services, and the due installation thereof. Subscriber is solely responsible for all activities conducted by Users, through each of any User's logins. Subscriber is not allowed to engage in service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single User login, or time-sharing of the Service.

3.7. Subscriber shall not and shall not permit Users to: (i) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code or modify the Service in any manner or form; (ii) use the Service in a manner that is contrary to applicable law or in violation of any third party rights of privacy or Service Provider's Intellectual Property Rights; (iii) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Service; (iv) access the Service by any means other than through the interfaces that are provided by Service Provider; or (v) use or allow Users or third parties to use the Services in any unauthorized manner or in breach of the Terms of Use.

3.8. Service Provider will: (i) authorize registered Users access to and assign unique User passwords and usernames; (ii) grant Users access to any subscribed Subject Matter relevant to that User in accordance with the terms and conditions of this Subscription Agreement; and (iii) endeavor that the use of the Service is secure, error-free, or that the Service will meet the subscribed requirements, or that errors in the Service are reasonably resolved and that the overall system hosting of the Service is free of viruses or other harmful components. Service Provider will use its reasonable endeavors to resolve any issues related to the Service as part of its technical support obligations.

3.9. Service Provider reserves the right to make such changes to the features and functionality of the Service, systems and interfaces as it sees fit in its sole discretion. The foregoing notwithstanding, Service Provider will notify Subscriber, or where relevant Users, of any material changes in advance where reasonably practicable and where such prior notice would not adversely affect Service Provider's commercial interests.

3.10. To the fullest extent possible under applicable law, Service Provider does not give any warranty, express or implied, as to the quality, content and availability or fitness for a specific purpose of the Service, or the non-infringement of any third party Intellectual Property Rights.

4. FEES AND PAYMENT

4.1. The Services are provided in Service Deals, the prices and conditions for which are based on Subscriber's choice as set forth in the agreement form. The User numbers in the agreement form are final and not subject to reductions during the Subscription Period. There is no right to refund, whether due to a reduction in User numbers or non-use of the Service. The prices and conditions for each Service Deal are however subject to review from time to time in connection with renewals, and Service Provider reserves the right to propose adjustments to the prices at the latest two (2) months prior to the expiration of a Subscription Period. Unless Subscriber cancels the subscription pursuant to the terms set forth herein, the adjusted prices for the subscribed Service Deals will apply when the subscription is renewed for a subsequent successive Subscription Period.

4.2. Unless otherwise agreed in writing, Service Provider will invoice Subscriber for the full Subscription Period at the start of the Subscription Period for new subscriptions. For renewed Subscription Periods, the invoice will be sent once the last day to give notice of cancellation has passed. Invoiced amounts are in the currency set out in the Subscription Agreement, and exclude taxes, levies or duties of any nature, including value-added, sales use or withholding taxes.

4.3. To the extent Subscriber's use of the Service exceeds the parameters of the Service Deal (e.g. due to exceeding the allocated number of student Users), Service Provider reserves the right to issue additional invoices for fees due for such excess use based on the same pricing structure as the relevant Service Deal. Additional invoices will be issued at the end of the Subscription Period or during it. Subscriber will however be permitted up to 5% excess use for a single Service Deal subscription type (e.g. one curriculum) without additional fees provided such excess use is in good faith. If the excess use is more than 5%, Service Provider's right to issue additional invoices will be for the full excess use without deduction of the 5% buffer. Please note that reductions in user numbers does not result in a right to refund (see section 4.1).

4.4. All invoices are payable within thirty (30) calendar days from the relevant invoice date, unless otherwise agreed in the Subscription Agreement. All amounts owed hereunder, not paid when due, will be subject to penalty interest at a rate of four (4) per cent per annum calculated and compounded daily on the amount overdue, as well as compensation for costs for recovery of late payment. If amounts to be paid are overdue (whether fully or partially), Service Provider

may, at its own discretion, temporarily restrict Subscribers' and/or Users' access to the Service until payment has been received in full. For the avoidance of doubt, Subscriber being late with payment for one subscription or invoice may result in Service access under other subscriptions being suspended until payment has been received.

5. SUBSCRIPTION, TRIAL ACCESS AND CANCELLATION

5.1. Unless otherwise agreed in the Subscription Agreement, the Subscription Period shall be twelve (12) months commencing on the Effective Date. Unless Subscriber cancels the subscription pursuant to the terms set forth herein, a subscription is automatically renewed for a subsequent successive Subscription Period based on the same Service Deal (e.g. number of students, price and length of Subscription Period) excluding any introductory or otherwise time-limited discounts.

5.2. From time to time Service Provider may grant Trial Access to Subscriber. During Trial Access, Subscriber and its Users are granted access to use Services for all Subject Matters available to Users at the Effective Date. Unless otherwise agreed, the Trial Access shall be for four (4) weeks commencing on the Effective Date, after which Trial Access will automatically end unless Subscriber has entered into a Service Deal with a start date on or before the last day of the trial period. Trial Access may be granted subject to Service Provider charging a set-up fee for its trial onboarding and training costs. Such set-up fee is non-refundable and must be paid in full regardless of whether Subscriber actually uses the Service during the trial period.

5.3. The subscription is binding during the full duration of the Subscription Period. Subscriber may avoid automatic extension of the Subscription Period pursuant to the terms set forth in this Subscription Agreement by submitting a cancellation note to Service Provider at the latest thirty (30) calendar days prior to expiration of a Subscription Period.

5.4. Any Subscriber requests for modification of the Service's scope or cancellation of the Subscription Period must be submitted in writing to their account manager or to contact@kognity.com

5.5. Upon the termination of this Subscription Agreement for any reason, any sum owing or due to Service Provider shall be immediately payable and the rights of Subscriber and Users herein shall be immediately cancelled.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Service Provider and its affiliates and licensors, as applicable, shall remain the exclusive owners of all Intellectual Property Rights in the Service (including the underlying technology, software and content). Subscriber may not remove any legends or statements in the Service or any materials provided with such legends regarding Service Provider's and its licensors' proprietary rights.

6.2. Service Provider's trademarks, service marks, trade names, logos, domain names, and any other features of the Service are the sole property of Service Provider and its licensors. The license granted to Subscriber and its Users herein does not grant any rights to use Intellectual Property Rights or any other features of the Service, whether for commercial or non-commercial use.

6.3. It follows from Service Provider's Terms of Use that Subscriber and/or its Users shall remain the owner of any posted content, as defined in the Terms of Use. Notwithstanding the aforesaid, Service Provider is hereby granted a license to use said posted content on the terms set forth in the Terms of Use. Without prejudice to applicable data protection and privacy laws, Service Provider shall in all other respects be the owner of any Intellectual Property Rights arising under this Subscription Agreement. Any such Intellectual Property Rights created by Subscriber or its Users, if any, shall immediately, finally and irrevocably be assigned to Service Provider upon creation thereof.

7. CONFIDENTIALITY AND PRIVACY

7.1. Any and all Confidential Information exchanged between Service Provider, Subscriber and Users shall be keep strictly confidential and not disclosed to any third party without prior written consent of the owner of the Confidential Information. At all times, Confidential Information shall be treated and stored carefully and appropriately so that the Confidential Information is not inadvertently made available to any third party or otherwise disclosed in breach of this Subscription Agreement.

7.2. Notwithstanding the aforesaid, this Subscription Agreement shall not prohibit the disclosure of Confidential Information to the extent that such disclosure is permitted or required by law, regulation or order of a court or other governmental authority. Furthermore, Service Provider may disclose Confidential Information on a need to know basis to its contractors and service providers who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the Services.

7.3. Subscriber and its Users may not copy, make transcriptions or recordings or in any other way reproduce or duplicate any document or other medium containing Confidential Information or Intellectual Property Rights, without Service Provider's written consent.

7.4. Service Provider will comply with applicable Data Protection Regulation as well as with its own, at each time applicable, Privacy Policy in relation to any Subscriber or User personal data that it may collect and process for the purposes of supplying the Service. Service Provider will process any such personal data in accordance with the Data Processing Agreement between Service Provider and Subscriber set out in Appendix 1 and Service Provider's Privacy Policy, available online at http://www.kognity.com/privacy-policy/

8. LIMITATION OF LIABILITY

8.1. Service Provider shall not be liable for any loss of profits, business, goodwill, revenue, sales, or data, or for any indirect, consequential, incidental or special loss or damages of any kind under or in connection with this Subscription Agreement, save where such loss or damage is due to Service Provider's gross negligence or willful violation of the terms of this Subscription Agreement. In addition to any other limitations of liability set forth in this Subscription Agreement, Service Provider's maximum liability due to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of the Service, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, tort, statutory duty, or otherwise, shall in no case exceed the equivalent of the lower of the actual subscription fees due for the relevant Subscription Period and twenty four (24) months in subscription fees. Subscriber shall not have the right to terminate this Subscription Agreement unless such loss or damage is due to Service Provider's gross negligence or willful violation of the terms of this Subscription Agreement.

8.2. Service Provider shall not be liable for damages for any delay or default in performance of its undertakings of obligations under this Subscription Agreement, if such delay or default is caused by force majeure, including without limitation wars, insurrections, fires, passing of laws or any governmental order, regulation or ruling, or any other acts or circumstances beyond the reasonable control of Service Provider, and Subscriber shall not have the right to terminate this Subscription Agreement unless such delay or default in performance is caused by force majeure for a period of more than six (6) months. During the force majeure event, Service Provider will use all reasonable efforts to avoid, reduce or eliminate the force majeure event's prevention, restriction or delay of the performance of its obligations under this Subscription Agreement.

9. MISCELLANEOUS

9.1. Any notice or other communication to be given or served under or in connection with this Subscription Agreement shall be in writing and shall be sent by e-mail to the other party's contact person set forth in the subscription service form.

9.2. Subscriber may not assign, mortgage, charge any of its rights or sub-contract or otherwise delegate any of its obligations under this Subscription Agreement, except with the written consent of Service Provider.

9.3. This Subscription Agreement constitutes the entire agreement between the parties and supersedes any previous agreement and no modification of this Subscription Agreement shall be effective unless it is made in writing and executed by or on behalf of the parties unless otherwise set forth in this Subscription Agreement.

9.4. No failure or delay by any party in exercising any of its rights under this Subscription Agreement shall be deemed to be a waiver of that right, or otherwise prejudice, affect or restrict the rights or remedies of that party in relation to the other party, and no waiver by any party of a breach of any provision of this Subscription Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision of this Subscription Agreement.

9.5. All provisions of this Subscription Agreement that can be reasonably interpreted as surviving upon the full performance, expiry, termination, cancellation or voidance of the Subscription Agreement (in particular provisions on intellectual property rights and confidentiality) shall survive said performance, expiry, termination, cancellation or voidance.

10. APPLICABLE LAW AND DISPUTE RESOLUTION

10.1. This Subscription Agreement shall be governed by the substantive laws of Sweden.

10.2. Any dispute, controversy or claim arising out of or in connection with this Subscription Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be the English language.

APPENDIX 1 TO STANDARD SUBSCRIPTION AGREEMENT TERMS (GLOBAL 2021:1)
Data Processing Agreement

1. Background

1.1. Capitalized terms used but not defined in this Appendix 1 shall have the meaning ascribed to them in the Subscription Agreement. Service Provider, hereinafter referred to as the "**Processor**", and Subscriber, hereinafter referred to as the "**Controller**", jointly referred to as the "**Parties**", have under the Subscription Agreement agreed that the Processor shall provide Services to the Controller. The Processor will process personal data on behalf of the Controller when providing the Services. This data processing agreement (this "**DPA**") specifies the terms and conditions applicable to the processing of personal data performed by the Processor when providing the Services.

2. Applicable Law and Definitions

2.1. "**Applicable Law**" shall mean all laws, rules and regulations that apply to or govern the processing of personal data from time to time, including, but not limited to, the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council ("**Data Protection Regulation**"), the Swedish Electronic Communication Act (2003:389) and all laws, rules and regulations supplementing the Data Protection Regulation and implementing the E-privacy Directive 2002/58/EC and any amendments to or replacements of such laws, rules and regulations including, but not limited to, the Regulation on Privacy and Electronic Communications, and rules and regulations adopted by competent supervisory authorities.

2.2. The definitions defined in Applicable Law and which are used in this DPA shall have the same meaning even if they do not begin with capital letters in this DPA such as the terms "registered", "personal data", "processing" and "third-country".

3. Purpose of the Processing

3.1. The purpose of processing personal data is to provide the Services in accordance with the Subscription Agreement ("**Purpose**").

3.2. The Processor may only process personal data for the Purpose and to the extent necessary to fulfill Processor's obligations under this DPA, the Subscription Agreement and written instructions.

4. Controller's Certain Obligations

4.1. The Controller undertakes to:

(a) ensure that there is a legal basis for the processing of personal data, and keep a record of this,

(b) notify the Processor of incorrect, corrected, updated, or deleted personal data which is subject to the Processor's processing,

(c) document and, upon the Processor's, request, inform about the categories of registered persons and categories of personal data that will be processed,

(d) provide, if necessary, documented instructions to the Processor regarding the Processor's processing of personal data, and

(e) comply with Applicable Law.

5. Processor's Certain Obligations

5.1. The Processor undertakes to:

(a) process the personal data only in accordance with Applicable Law, this DPA and documented instructions from the Controller,

(b) ensure that persons authorized to process the personal data have received training and instructions regarding the processing of personal data, and have undertaken to observe confidentiality or are under an appropriate statutory obligation of confidentiality,

(c) take all measures required pursuant to Article 32 of the Data Protection Regulation, to protect personal data,

(d) considering the nature of the processing, assist the Controller by implementing appropriate technical and organizational measures, insofar as this is possible, for the purpose of fulfilling the Controller's obligation to respond to requests for exercising the data subject's rights,

(e) assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the Data Protection Regulation taking into account the nature of processing and the information available to the Processor,

(f) provide the Controller with all information required to demonstrate that the obligations set forth in this DPA have been fulfilled and enable and contribute to audits, including inspections carried out by the Controller, or by another third party authorized by the Controller. The Controller shall notify the Processor at least 48 hours prior to such audit in order to provide the Processor with a reasonable amount of time to compile information. An inspection will take place during normal working hours,

(g) inform the Controller if the DPA or the documented instructions conflict with Applicable Law.

6. Subcontractors

6.1. The Processor has the right to engage subcontractors as sub-processors in order to provide the Services.

6.2. The Processor shall ensure that any processing of the personal data by a subcontractor complies with the requirements set out under this DPA and the Processor shall ensure that a data processing agreement is entered into between the Processor and a subcontractor. The data processing agreement shall ensure that such subcontractor is subject to requirements that are as stringent and that offer at least the equivalent level of protection to the Controller and the data subjects, as the requirements that are imposed on the Processor under this DPA.

6.3. The Processor shall be responsible for all actions or omissions by a subcontractor under this DPA, as if they were the Processor's own actions or omissions.

6.4. In case personal data is transferred to a third country, the Processor is responsible to put in place adequate safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals and as regards the exercise of the corresponding rights, such as the EU Commission's Standard Contractual Clauses (the "**EUSCC**") or a Privacy Shield.

6.5. In the event that the EUSCC are to be used, the Controller hereby grants the Processor a power of attorney to enter into the EUSCC on behalf of the Controller.

6.6. The Processor shall maintain a list of all sub-processors it engages in providing Service, and shall make the list available to the Controller upon request. The Controller may subscribe for updates to such list by email notification. To the extent the Controller has a reasonable objection to a change or addition of sub-processors, the Controller shall so notify the Processor in writing within thirty (30) days of the notification being sent to subscribers of sub-processor updates. If the Controller has objected to a new sub-processor in accordance with the foregoing, the Processor may in its sole discretion make alternative arrangements to exclude such sub-processor from the provisioning of Services to the Controller, even if doing so has an adverse effect on the provisioning of Services. To the extent the Processor does not exclude the new sub-processor objected to by the Controller, the Controller's sole remedy shall be to terminate the Agreement by notice to the Processor without any liability for the Processor except reimbursement of fees already paid but due for the remaining part of the Subscription Period.

7. Compensation

7.1. The Processor is entitled to reasonable compensation for direct costs when assisting the Controller with obligations set out in 5(d), (e) and (f) and 8.2 regarding the return of personal data.

8. Term and Termination

8.1. This DPA is effective from the Effective Date and is effective as long as the Processor is processing personal data on behalf of the Controller. If the Subscription Agreement is amended or terminated, this DPA will remain valid provided that the Processor is still processing personal data on behalf of the Controller.

8.2. Upon termination of the Subscription Agreement, the Processor shall discontinue the processing of all personal data that it has received as part of the Services. The Processor shall ensure that the personal data in its possession or control, in accordance with the Controller's instructions and safely, either are returned to the Controller or destroyed, depending on what the Controller decides. The Processor shall, at the Controller's request, confirm in writing that the Processor has returned or destroyed all copies of such personal data.

9. Liability

9.1. The Processor shall indemnify and hold harmless the Controller from and against claims against the Controller by a third party arising from or relating to any breach of the Processor's obligations under this DPA or under Applicable Law. However, this requires that the Controller notifies the Processor of this as soon as the Controller becomes aware of such claims. The liability of the Processor is limited to the actual amount that the Controller has been ordered to pay by competent court or authority.

9.2. In the event a claim, in any part, is related to a breach by the Controller of its obligations under this DPA or Applicable Law, the Processor shall not be liable for such claim or a consequential breach.

10. Governing Law and Legal Venue

10.1. The Parties agree that the provisions on governing law and jurisdiction as set out in the Subscription Agreement shall be applicable to this DPA as if they were included herein.

10.2. Where a dispute concerns personal data from more than one country, the dispute shall be settled taking into account the legislation on the personal data of the respective countries.

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