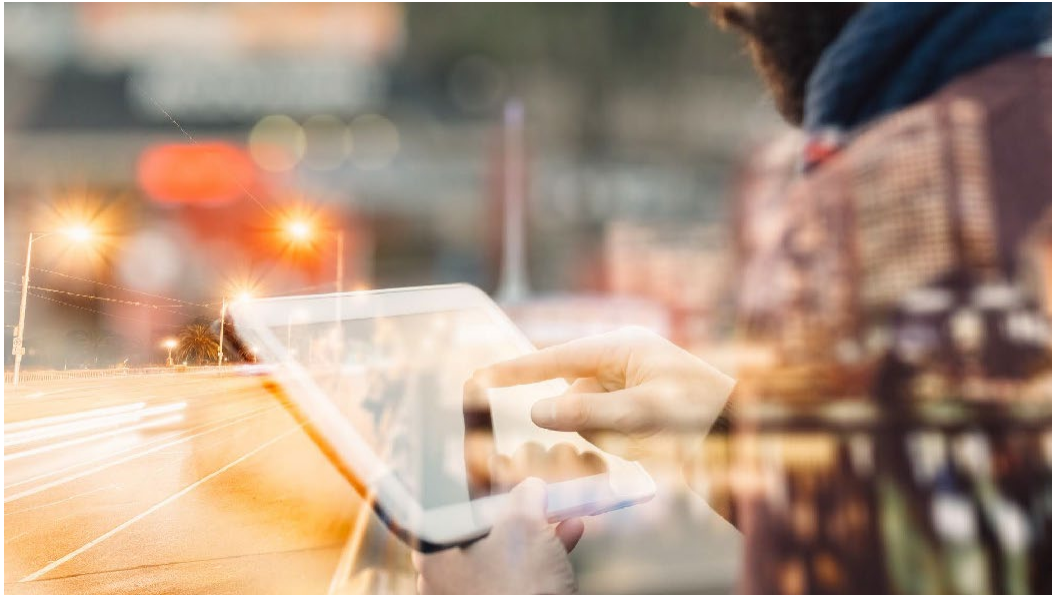


## THANK YOU FOR YOUR INTEREST IN EHS COMPASS!



This document includes:

**Appendix 1: EHS COMPASS Service Description**

**Appendix 2: EHS COMPASS SaaS Application Overview**

**Appendix 3: Data Processing Agreement**

**Appendix 4: EHS COMPASS General Terms of Software Supply**

Version Dated: 26.01.2022

## APPENDIX 1

# EHS COMPASS SERVICE DESCRIPTION

### SERVICE PROVIDER

The service is provided by Ramboll Finland Oy (hereafter "Service Provider").

### DEFINITION OF THE SERVICE

EHS COMPASS (hereafter "Service"), is a cloud-based SaaS service that provides Clients with a variety of digital tools to manage environmental and health and safety-related regulations & requirements, guidance & mandatory documentation, hazards & risks, findings & tasks etc. A detailed description of the application features can be found in the *EHS COMPASS SaaS Application Overview* (See Appendix 2 above).

### LIMITATIONS

The service and all information and other content included in or accessible from the service are provided on an "as is" basis. The service does not constitute or provide legal advice. The Service Provider will make all reasonable efforts to ensure that the content of the service includes all the most significant elements applicable to the operations of the client in the field of HSE requirements in the jurisdictions agreed to. However, it must also be noted that the accuracy of the Service also relies on the accuracy of the information provided by the Client. Hence, the possibility of gaps in the information provided cannot be entirely ruled out.

The various content packages that can be subscribed to are described in more detail at: <https://digitaledu.ramboll.com/ehscompass/>

### ACCESS TO THE SERVICE

In principal, the Service is accessible online at all times. However, despite the best efforts of the Service Provider, there may be short periods of time when there is a temporary disruption to the service due to system maintenance, general system or communication network failures or other so-called force majeure circumstances. Users cannot be guaranteed totally unobstructed access to the system at all times. Users create their initial Client Account (aka. Home Account) directly online after which the system automatically configures the initial settings and sends out an activation email with information required to active the account. Administrators i.e. employees of the Service Provider that have "Account administrator" permissions have the possibility to manage initial tailoring, other user accounts, subsidiary accounts and information attached to the client account. Where required, the Administrators of the Service Provider have the capability to manage the accounts of all users and clients, account settings, access rights to accounts and data attached to client accounts.

### TECHNICAL HELPDESK

The Technical Helpdesk Service is accessible by sending an email to [helpdesk@ehscompass.ramboll.com](mailto:helpdesk@ehscompass.ramboll.com). All emails are handled by a dedicated technical maintenance team.

### CONTENT HELPDESK

The Content Helpdesk Service is also accessible by sending an email to [helpdesk@ehscompass.ramboll.com](mailto:helpdesk@ehscompass.ramboll.com). All emails are handled by a dedicated technical maintenance team.

The Content Helpdesk service can be used for any kind of enquiry related to the scope of services subscribed to. For example:

- advice and guidance on how to interpret regulatory requirements as they pertain to client operations;
- providing tips on how to implement regulatory requirements in practice in order to ensure compliance;
- sharing best practice examples gained from experiences and authority guidance documents.
- Enquiries that are anticipated to take more than the hours available will be discussed with the client and offered by separate agreement where requested.

## TRIAL SUBSCRIPTION

New clients have the opportunity to familiarise with the system for a trial period that is free of charge (free trial subscription). To continue using the Service after the free trial subscription, the client must enter into a Service Agreement with the Service Provider.

## THIRD PARTY CONTENT

The Service includes links and references to third party websites. All the content, services and any applications provided by such third parties are subject to the terms and conditions defined by such parties. Where links are provided, the Service Provider takes no responsibility for the external websites and their potential downtime.

## PROCESSING OF CLIENT INFORMATION AND PROTECTION OF PERSONAL DATA

Client information refers to all data that the client adds or uploads into the tool while using the Service. Personal data refers to all data that relates to an identified natural person or a natural person that can be identified. A person that can be identified is defined as a person that can be identified either directly or indirectly based on information such as a name, social security number, location, IP address or one or more physiological, genetical, psychological, financial, cultural or social characteristic. Client information can include personal data such as that belonging to serviceusers or other personal data that the user may insert into the tool.

## PERSONAL DATA IN THE TOOL

The Client controls the personal data that is added or uploaded into the tool, how it is used in the tool and for what purposes. Where possible, the Client is advised to avoid adding or uploading data of a sensitive nature or data that could jeopardise the right to privacy of a natural person into the tool. The Client is also advised to minimise, as far as possible, the processing of personal data in the tool and in accordance with regulatory requirements relating to data protection.

The tool permits the processing of at least the following types of personal data:

- Contact details of a person including name, email address, telephone number, employer
- Information added or uploaded to the tool by the service users such as messages, comments, reminders and notes
- Qualifications, permits and licenses as documented in the registers
- Requirements, findings and tasks that have been assigned to given persons using the service and various notes made into the registers

Stored personal data relates to the following groups of registered persons:

- Persons registered to use the service such as the employees of clients and partners as well as their contractors / partners
- Personal data relating to users and other persons in the case that a client adds such data into the tool
- Persons who develop and maintain the tool and service

For data security and data protection purposes we collect and process:

- Electronic identifiers and addresses of users of the service such as usernames, IP-addresses, information about the used browser and cookies

Stored security data relates to the following groups of registered persons:

- Persons accessing the service

## PROCESSING OF PERSONAL DATA

The Service Provider handles the personal data added or uploaded by the Client into the tool in accordance with the data protection regulations currently in force and particularly having regard to the requirements laid out in European Regulation EU/2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. With regard to processing of personal data, the Client acts as the Data Controller as defined in legislation and is responsible for the legality of the data collection, the appropriate communications made as regards the data and ensures that the rights to privacy as well as any other duties are complied with.

With regard to processing of personal data, the Service Provider acts as the Data Processor as defined in legislation and processes personal data on behalf of the controller, i.e. the Client, in order to be able to provide to the Client the Service in accordance with the Service Agreement entered into. The right to process the data added into the tool is always based on the right of the Client to process such data. In the event that the business sector to which the Client belongs is subject to special provisions as regards data protection, the Client must inform the Service Provider and provide guidance on any additional or different requirements that may become applicable.

## ACCESS TO CLIENT INFORMATION

The Client, any users authorised by the Client, persons developing and maintaining the tool and service and any persons requested to provide expert support or advice have access to client information. The authorized users of the Service have as data subjects the right to access their personal data by addressing a request to [info@ramboll.fi](mailto:info@ramboll.fi). Data subjects have the right to request amendment or deletion or to restrict or object to such processing, the right to portability of personal data, the right to withdraw a consent and the right to lodge a complaint with a supervisory authority.

## PROVIDING SUPPORT TO THE CLIENT

The Service Provider can provide support to the Client when separately requested to do so. These can include:

- requests concerning the level of granted authorisations of registered users
- requests concerning the addition or removal of users
- requests concerning the investigation or notifications required in the case of data protection breaches

## SUBCONTRACTING

In order to provide the service, the Service Provider may contract third parties for the provision of content and IT-related services. Only approved partners are used as subcontractors. Approved partners have been assessed to be reliable and have committed to comply with confidentiality provisions as well as to operate in accordance with the requirements relating to data protection. Approved partners are re-assessed on a regular basis.

The services potentially provided by subcontractors can include, for example, advisory consulting or support services, the management of end-user services, telecommunications and data centre services, services for backing up data as well as services for managing servers and maintaining services. Information detailing the use of subcontracted services are available upon request. The use of subcontractors is always subject to the prior approval of clients. Clients are notified of any changes to the subcontractors used. Client information is not released to third parties or to the authorities unless the Client advises otherwise or prevailing legislation so requires.

## COOKIES AND NETWORK ANALYTICS

The webpages associated with the service utilise cookies and network analytics. Further information relating to the use of cookies and data protection can be found at: <https://ramboll.com/terms-of-use-and-privacy-policy>

## PHYSICAL LOCATION OF CLIENT INFORMATION

In terms of client and service data, platform and back-up services, data is in data centres located within the EU. Client information is not transferred outside of the EU when using any part of the service (including during maintenance, data recovery or data destruction).

## RETENTION PERIOD FOR CLIENT INFORMATION

Client information is retained of a period of 60 days after the expiry of the service agreement or the end of the trial period. After this period, the data is automatically deleted. In addition, back-ups and change logs of the system are permanently deleted 2 months after the data is automatically deleted. Deleted information cannot be retrieved.

Data security and data protection related logs are kept as long as deemed necessary in case they are needed to identify or resolve potential data breaches. Requests for support, contracts, orders and other messages sent to the Helpdesk are retained in case they are needed to resolve potential conflicts after a service agreement has expired or a trial period has ended.

## LOGS MAINTAINED BY THE PROCESSOR

The Service Provider maintains a log in accordance with article 30, paragraph 2 of the EU Data Protection Regulation of the data processing it has carried out and can make it available to the client or the authorities upon request.

## POTENTIAL BREACHES OF DATA PROTECTION PROVISIONS

Any identified breaches of data protection provisions are notified by email to the Account Administrators of the relevant client account or to an email address specified by the Client.

## PROTECTION OF DATA

The protection of data is defined as the protection of information, information systems and services in order to prevent damage to the business or clients. The aim is to protect information and systems from unauthorised access and any deliberate or unintentional processing, amendment, transfer, release or deletion of information in order to maintain:

- confidentiality - information is only accessible to authorised persons
- completeness - the correctness, reliability and currency of the information is not changed inadvertently or on purpose
- accessibility - the information is available and usable when it is needed

These principles of the protection of data are applied to all client information whether they include personal data or not. In addition to the principles described here, the Service Provider also applies general protection of data procedures which are available upon request.

## ORGANISATION AND MANAGEMENT OF DATA PROTECTION

The Service Provider has a designated person responsible for the implementation of required of data protection procedures. The roles and responsibilities of the persons who maintain equipment and systems containing personal data and client information are defined and their task descriptions take account of the rights and duties arising from protection of data provisions.

## STAFF SECURITY

The confidentiality of data and the nature of the tasks undertaken are taken account of in the selection of staff. The importance of maintaining confidentiality is outlined in work contracts or a separate non-disclosure agreement. Rules relating to data processing and protection of data are available to all staff. Staff is trained in appropriate procedures and methods to process personal and client data safely. Staff are informed of any potential threats to protection of data (in connection with computers, networks, email, programs and web services).

## PHYSICAL SAFETY

The location of servers hosting personal data and client information have been located in areas designed for the purpose taking into account dust, temperature, humidity, fire and water protection as well as protection against theft. The operation of servers is ensured by reserve power and protected from power surges, outages and other electrical failures. Areas where data systems containing personal data and client data are located have restricted access to named authorised personnel.

## SECURITY OF EQUIPMENT

The processing of personal data or client information is only done using equipment that is intended for business use, that meets business requirements (relating to e.g. compatibility, data protection and management) and that has been checked for safety. The safe use of server equipment, network equipment and end-user equipment is ensured by careful installation, controlled start-up and continuous maintenance. Unauthorised access to equipment is ensured by password protection. Critical servers and network equipment have been twinned with secondary equipment. Secondary equipment can be used as reserve equipment in case of need. All equipment in use has been listed and their expected life span is reviewed regularly taking account of manufacturer guarantees and service agreements. Protection of data is taken account of in the servicing of equipment and when equipment is decommissioned and recycled.

## SECURITY OF SOFTWARE

Only verified software and their official versions are used. These include operating systems, data connection systems and applications. The security features of software relating to identification and protection of data as well as supervision and change log tracking are taken advantage of to the extent necessary. Protection against virus and malware intrusion has been arranged by using a centralised, continuously updated, protection software. Equipment is continuously maintained and monitored in terms of software updates and their successful installation. By managing licenses and agreements appropriately, the Service Provider ensures that required the software in use remains operational and supported.

## SECURITY OF DATA CONNECTIONS

The Service is provided and client information is stored in a separate network protected by firewalls. All connections are secured by SSL/TLS-coding.

## MANAGING CONTINUITY AND EXTRAORDINARY CIRCUMSTANCES

A plan has been prepared for the reinstatement of information from back-up systems and the plan is regularly tested. The operation and accessibility of the system is monitored using monitoring software. As part of the maintenance and development work of the Service, risks are assessed based on collected information and experience and preventive actions are taken to minimise risks.

## CONTACT DETAILS

- All enquiries relating to the Service and Service Agreements should be directed to: [helpdesk@ehscompass.ramboll.com](mailto:helpdesk@ehscompass.ramboll.com)
- Enquiries relating to Ramboll Finland Oy, including questions relating to the implementation of protection of data provisions and requests to data subject requests to access personal data" should be directed to: [info@ramboll.fi](mailto:info@ramboll.fi)



## APPENDIX 2

### EHS COMPASS SAAS APPLICATION OVERVIEW

Ramboll's digital solution for HSE compliance assurance is a software solution in the cloud called EHS COMPASS that has been developed in-house and includes the following key products/features that are made available to clients either separately or in combination:

#### REGULATORY MONITORING MODULE

##### Legal Registers

Legal Registers are useful in high level reviews of regulatory compliance and regulatory change. Legal Registers allow the user to identify which regulations apply to its operations. The Legal Register allows the user to review general applicability as defined in legislation and include site-specific applicability in a free text field. A regulatory monitoring service is part of Legal Registers. The Regulatory Update Reports allows the user to create a static report on the regulatory changes that have occurred during a selected time period. The system sends out an email notification to subscribers to inform them of the availability of new reports.

##### Requirement Registers

Requirement Registers are useful for the more detailed everyday management of HSEQ compliance allowing the user to understand the most important requirements laid out in regulations and to continuously monitor performance and evaluate compliance. Requirement Registers allow the user to identify which specific requirements within applicable regulations apply to its operations. The user has the ability to access summaries of the regulations as well as the individual requirements, assess compliance and make notes. The user can search and filter requirements by content package, specific topic area or assigned responsible person. A regulatory monitoring service is part of Requirement Registers. The Requirement Update Reports allows the user to create a static report on the regulatory changes that have occurred during a selected time period. The system sends out an email notification to subscribers to inform them of the availability of new reports.

#### ASSESSMENT MODULE

The Assessments module allows the user to either carry out a customised assessment in which the user can define a number of assessment parameters and/ or to use a pre-made checklist included in the system for a given type of assessment. Pre-made assessment types that are available to users are:

- Risk Assessments
- Compliance Assessments
- System Evaluations

##### Risk Assessments

Risk Assessment checklists allow the user to carry out a hazard identification exercise and provide a risk rating to identified hazards using a risk matrix that can be selected according to preference. The checklist allows for the organisation to identify risks as well as opportunities and set recommended corrective actions with defined priorities accordingly.

##### Compliance Assessments

Compliance Assessment Checklists provide the user with the opportunity to carry out a compliance audit using a pre-prepared and up-to-date checklist that is designed to capture the key regulatory requirements that the organisation is expected to comply with. The audit event is saved as a stand-alone event and the consequent results are saved only in the audit event in question. The system allows the user to generate an audit report of the event.

The difference between using a Compliance Assessment Checklist rather than the Requirement

Assessment Tool is that the Requirement Assessment Tool allows the user to assess compliance against every individual requirement included in the Requirement Register whereas the Compliance Assessment Checklist allows the user to assess compliance against requirements that have been collated into one requirement due to covering broadly the same requirements in numerous regulations. Using the compliance assessment checklist allows the user to carry out a compliance assessment more efficiently.

## **Systems Evaluations**

System evaluation checklists allow the user to carry out a gap analysis against specific criteria such as, for example, ISO standards. A gap analysis is undertaken when an organisation is in the process of building or reviewing their own or their suppliers or other stakeholder operations against set criteria that results in a rating of those operations.

## **ACTION MANAGEMENT MODULE**

The Action Management module includes the ability to collect all findings and tasks generated in either the Action Management module itself and/or in the other tools described above such as in the Assessments module. Findings collated in the Action Management module are made up of recommended corrective actions from any number of assessments. The tool allows Findings to be further defined as Tasks with assigned responsible persons, deadlines and an approval process for verifying task completion and the consequent closure and archiving of completed and verified tasks and findings. It is also possible to generate a management review report which includes data from a chosen time period and for chosen accounts.

## **DEFAULT FEATURES**

In addition to the key products/features, several default features are available to all users. These include:

### **Dashboard Landing Page**

The Dashboard Landing Page allows users to customize their own view by choosing widgets that will include different types of charts, diagrams, calendar views etc. The data from the dashboard will provide an at-a-glance view of performance.

### **Technical Helpdesk Service**

The Technical Helpdesk Service is accessible from the digital tool by clicking a link that directly sends an email to Ramboll's central ServiceNow ticket-handling system. All technical -related tickets are handled by the dedicated technical maintenance team.

## **ADD-ON FEATURES**

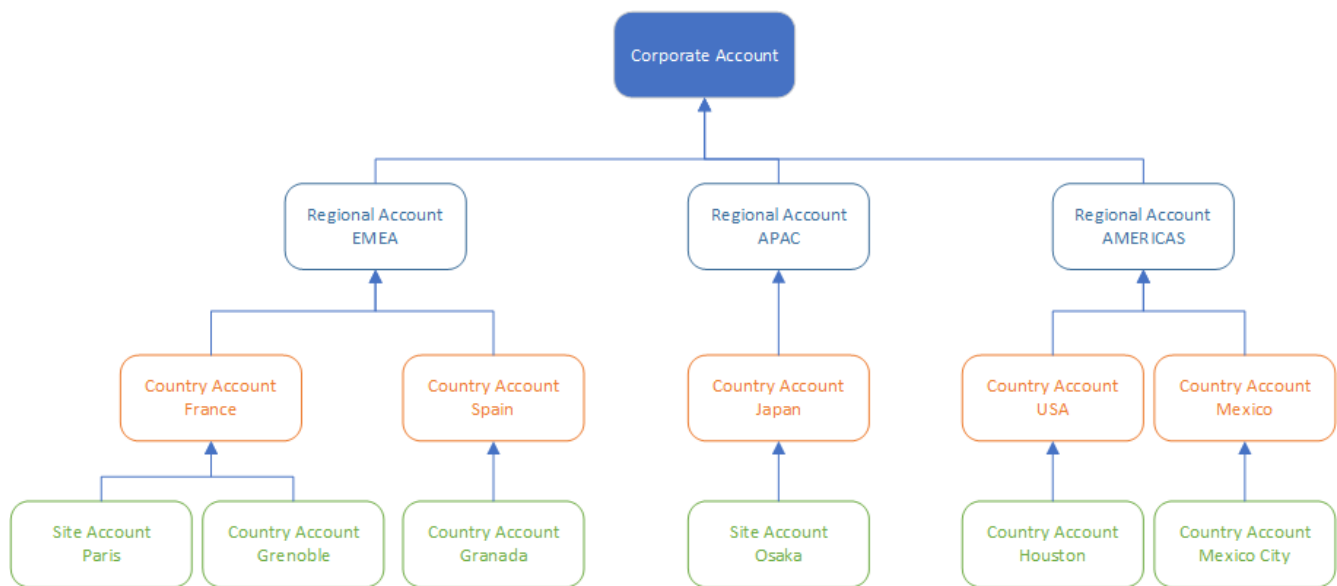
Add-on features include the EHS Toolbox which includes the following tools that can each be opted for separately and used to manage different types of data related to the environmental and health and safety management:

- Training Register
- Permit Conditions Register
- Maintenance Schedule
- Chemical Register
- Document Register
- Stakeholder Management
- Internal Requirements

## **ORGANISATIONAL MODELS**

The application supports any organisational model the Client may have, such as simple, single site organisations to complex, global, multi-tier organisations. All application modules support a top-down view of data, meaning that for each level of organisation, the user will be able to view data and generate reports not only at the level of a specific account but also for a whole branch of the organisation with potentially multiple accounts attached.





**Figure 1: Example organisation structure**

## CONFIGURABLE ACCESS CONTROL

Access to account data is controlled separately for each user, account and organisation level. The fully configurable per-account Role-Based Access Control (RBAC) authorisation model allows the user to define and implement fine-grained access control in order to be sure which data can be accessed and by whom.

## CHANGE LOGS AND ARCHIVING

The application stores all changes to key data elements – including requirements, findings, tasks, assessments – in a version history, along with information on who made the change. A complete audit trail of changes is kept allowing the user to see who changed what and when. By default, the version history of an object is kept until the object is deleted from the system. By default, the application administrators will not delete any data unless the user explicitly requests something to be deleted and confirms the operation. The application also supports archiving of data, for example, archiving a completed assessment will keep the data but hide the assessment and any related findings so that they are not visible in dashboards or reports, or included in the KPI metrics and indicators.

## USABILITY AND SUPPORTED PLATFORMS

The applications runs in a web-browser and, thus, requires javascript enabled in the browser and a network connection to work. The application supports Google Chrome, Firefox and Microsoft Edge browsers (Chromium-based). Legacy browsers and versions are not supported. The application user interface is designed to render well on a variety of devices and windows sizes, including tablets and smart phones.

## IT SECURITY

The solution is built using state-of-the-art cloud technologies and hosted in Microsoft Azure cloud. By default, all data is hosted in European data centers and the processes and processing of personal data complies with GDPR. The application follows Microsoft Azure best practices and the solution, system architecture and development processes have been reviewed by IT security experts. We follow latest recommendations and best practices when developing the applications, including but

not limited to OWASP and SANS20 guidelines. Geo-redundant backups and the infrastructure-as-code approach ensures customer data is not lost and operations will continue as soon as possible in case of catastrophic failure. Cybersecurity training is mandatory for all Ramboll employees, and all access to IT systems and cloud resources requires Multi-Factor Authentication (MFA).

## APPENDIX 3

### DPA DATA PROCESSING AGREEMENT

This Data Processing Agreement ("DPA") comprises part of the Supply Agreement between Ramboll Finland Oy (Business ID 0101197-5, P.O. Box 25, 02601 Espoo) ("Ramboll or Supplier") and the Client.

#### 1. Definitions

"**Client**" shall mean the customer specified in the Supply Agreement.

"**Subcontractor**" shall mean a data processor Processing Personal Data under the Supply Agreement entirely or partly on behalf of the Data Processor and under assignment from same.

"**Personal Data**" shall mean any information pertaining to an identified or identifiable natural person.

"**Data Processor**" shall mean the Supplier, processing Personal data upon under assignment from the Data Controller, solely for carrying out the Delivery and for the duration of the Supply Agreement.

"**Processing**" shall mean any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. "Software" shall mean the software version and scope of the Supplier's off-the-shelf software specified in the Supply Agreement.

"**Parties**" shall mean the Supplier and Client jointly, each of them separately being a "Party".

"**Services**" shall mean consulting or other services pertaining to the Software, specified in the Supply Agreement.

"**Data Controller**" shall mean the Client, who determines the purposes and methods of Processing.

"**Data Protection Legislation**" shall mean the EU General Data Protection Regulation (Regulation 2016/679 EU) as well as data protection laws in force from time to time, applicable to the Supply Agreement and the Processing under this DPA.

"**Delivery**" shall mean the supply of the Software and Services specified under the Supply Agreement.

"**Supply Agreement**" shall mean the agreement for the Delivery concluded between the Supplier and the Client.

#### 2. Object and purpose

2.1 This DPA shall be applicable to all Processing of Personal Data occurring under the Supply Agreement.

2.2 This DPA shall form a binding agreement between the Parties concerning the Processing of Personal Data, as required under the Data Protection Legislation.

2.3 The Processing carried out by the Data Processor shall be limited to the processing measures set forth under the Supply Agreement and the functionalities of the Software. The Data Controller shall determine the type and volume of the Personal Data to be Processed in the Software, categories of data subjects as well as the purposes and methods of use of the Personal Data.

#### 3. Rights and obligations of the Data Processor

3.1 The Data Processor undertakes to comply with the obligations imposed under the Data Protection Legislation as well as good data processing practice in the Processing of Personal Data.

3.2 The Data Processor shall be obligated to Process the Personal Data saved in the Software in accordance with the documented, lawful and reasonable instructions issued by the Data Controller. It is stated for the sake of clarity that the Data Controller shall always be deemed to have instructed the Data Processor to carry out the processing actions under the Supply Agreement. In the case of a discrepancy between the Data Controller's instruction and a legal obligation stipulated for under the Data Protection Legislation, the Data Processor shall be obligated to primarily comply with the legal requirement stipulated for under the Data Protection Legislation, in which case the Data Processor shall inform the Data Controller of this legal requirement, provided such informing is not prohibited under the Data Protection Legislation.

3.3 The Data Processor shall ensure that persons entitled to Process Personal Data on behalf of the Data Processor have undertaken confidentiality obligations or are subject to an appropriate statutory confidentiality obligation, surviving the termination of the Supply Agreement.

3.4 The Data Processor shall ensure that Personal Data is not disclosed to third parties without the prior written consent of the Data Controller, unless the Data Processor is obligated to disclose the information on the basis of mandatory legislation or an authority order.

3.5 To the extent possible and taking into account the nature of the Processing, the Data Processor undertakes to assist the Data Controller by means of appropriate technical and organisational measures to fulfil the Data Controller's obligation to respond to the data subjects' requests concerning the exercise of their rights under the Data Protection Legislation.

3.6 The Data Processor agrees, taking into account the nature of the Processing and the information available to the Data Processor, to assist the Data Controller to ensure that the obligations imposed upon same under the Data Protection Legislation are complied with. It is stated for the sake of clarity that the Data Processor shall be obligated to assist the Data Controller only in the scope imposed by the obligations of the Data Protection Legislation or other mandatory legislation.

3.7 The Data Processor shall maintain the requisite records of processing activities and shall make available to

the Data Controller all information necessary for the Data Processor in order to evidence compliance with the obligations imposed upon the Data Processor in accordance with the Data Protection Legislation.

3.8 Unless otherwise agreed, the Data Processor shall have the right to charge the costs incurred from the actions described under clauses 3.5 and 3.6 above from the Data Controller.

#### **4. Data Controller's obligations**

4.1 In utilising the Software, the Data Controller undertakes to comply with the obligations imposed under the Data Protection Legislation and other mandatory legislation as well as good data processing practice in the Processing of Personal Data.

4.2 The Data Controller shall be obligated to provide the Data Processor with comprehensive and lawful instructions concerning the Processing in documented form. Any instructions in deviation from the Supply Agreement must always be separately agreed upon between the Parties in writing, and the Data Processor may separately invoice the Data Controller for the carrying out of same.

4.3 The Data Controller shall be responsible for ensuring that all data subjects whose Personal Data is being Processed with the aid of the Software, have been provided with the information required under the Data Protection Legislation and that the Processing of Personal Data, including any transfer of Personal Data to the Data Processor, as required by the use of the Software, is lawful for the entire duration of the validity of the Supply Agreement and this DPA.

4.4 Prior to the conclusion of the Supply Agreement and this DPA, the Data Controller shall be obligated to ensure that the Processing of Personal Data under this DPA meets the requirements imposed upon the Data Controller in relation to the Processing of Personal Data, including the data security requirements.

#### **5. Security of processing and Personal Data breaches**

5.1 The Data Processor shall implement and maintain appropriate technical and organisational measures in order to protect Personal Data from any accidental or unlawful destruction, loss, or alteration, or from any unauthorised disclosure of or access to the Personal Data.

5.2 The Data Processor undertakes to notify the Data Controller without any undue delay of any Personal Data breaches detected by the Data Processor or a Subcontractor retained by same, pertaining to the Personal Data to be Processed under the Supply Agreement. Unless the Parties have otherwise agreed, the notification shall be made to the contact person designated by the Data Controller.

#### **6. Subcontractors**

6.1 The Data Processor shall ensure that any Subcontractors retained by same undertake to Process Personal Data in accordance with the Data Protection Legislation, this DPA and the instructions issued by the Data Controller.

6.2 The Data Processor shall have the right to retain Subcontractors for the Processing of Personal Data under this DPA. When retaining Subcontractors for the Processing under this agreement, the Data Processor undertakes to conclude a written agreement with the Subcontractors. The Data Processor shall be responsible for the fulfilment of the Subcontractors' obligations under the DPA in relation to the Data Controller.

6.3 The Data Processor shall inform the Data Controller of all contemplated changes concerning the adding or replacing of Subcontractors. In case the Data Controller does not accept the contemplated change and a change in the Subcontractor impacts the Processing of Personal Data under the Supply Agreement, the Data Processor shall have the right to terminate the Supply Agreement, subject to a termination notice period of thirty (30) days.

#### **7. Transferring personal data outside of the EU or the EEA**

7.1 The Data Processor may transfer personal data outside of the European Union ("EU"), European Economic Area ("EEA") or other countries which the European Commission has established as guaranteeing an adequate level of data protection (jointly "Approved Territory"), in accordance with the terms and conditions of the Supply Agreement. The Data Processor shall comply with any requirements imposed by the supervisory authorities or other authorities serving as a prerequisite for obtaining an authority order pursuant to which Personal Data may be transferred outside of the Approved Territory.

7.2 Prior to transferring Personal Data outside of the Approved Territory, the Data Processor shall implement the appropriate security measures required under the Data Protection Legislation and, if necessary, shall conclude an agreement with the Subcontractor retained by it regarding the transfer of Personal Data employing the model contractual clauses approved by the European Commission ("Model Contractual Clauses"). The Data Controller shall authorise the Data Processor to agree upon the application of Model Contractual Clauses with the Subcontractor established outside of the Approved Territory on behalf of the Data Controller.

#### **8. Audit**

8.1 The Data Controller shall at its own expense have the right to audit the Data Processor's operations encompassed by the DPA ("Audit"). The Data Controller must also compensate the Data Processor for any costs incurred from the Audit.

8.2 The Parties shall agree upon the timing and other details of the Audit in good time prior to the carrying out of same. All persons participating in the Audit must sign a confidentiality undertaking required by the Data Processor for the benefit of the Data Processor. Unless otherwise required under the Data Protection Legislation, the Data Controller shall have the right to carry out no more than one Audit per each time period of twelve (12) months.

## **9. Liability**

9.1 The Parties shall be liable for the fulfilment of the obligations entailed by the Data Protection Legislation, other mandatory legislation and this DPA in their own operations. Either Party shall, therefore, be itself liable for any administrative fines imposed by the supervisory authority or for any damages awarded by a competent court of law as a result of claims brought by the data subjects or other third parties, which according to the ruling of the relevant authority or court of law follow from an action or omission of a Party in breach of the obligations stipulated for under the Data Protection Legislation or this DPA. In all other respects, liability between the Parties shall be determined in accordance with the terms and conditions governing liability and limitation of liability agreed upon under the Supply Agreement.

## **10. Validity and termination**

10.1 This DPA shall remain in force for as long as the Supply Agreement remains in force, or until the Data discontinues the Processing, whichever is later.

10.2 Upon the termination of the Supply Agreement, the Data Processor undertakes in accordance with the Data Controller's instructions to erase or return all Personal Data to the Data Controller and to delete any existing copies of same, unless the applicable mandatory legislation requires for the Personal Data to be retained. The procedures for the erasure and returning may be agreed upon in more detail between the Parties. In any case, the Data Processor shall have the right to erase the Personal Data without any separate notice latest after two (2) months of the termination of the Supply Agreement.

## APPENDIX 4

### EHS COMPASS GENERAL TERMS OF SOFTWARE SUPPLY

**These General Terms of Software Supply shall be applicable to Supply Agreements between Ramboll Finland Oy (Business ID 0101197-5, P.O. Box 25, 02601 Espoo) (the "Ramboll") and the Customer described thereunder.**

#### BACKGROUND

- (A) Ramboll has developed certain software applications which it makes available to subscribers.
- (B) The Customer wishes to use Ramboll's cloud-based software in its business operations.
- (C) Ramboll has agreed to provide, and the Customer has agreed to take and pay for Ramboll's software and where applicable related services subject to the terms and conditions of this Agreement.

#### Agreed terms

##### 1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

**Agreement** means the Supply Agreement and these General Terms of Software Supply together, including all appendices. In the event of any conflict, the Supply Agreement shall prevail.

**Applicable Law:** means the laws of Finland, excluding the Finnish Sale of Goods Act and its provisions for the choice of law.

**Authorised Users:** the main user and any additional accounts who are authorised by the Customer to use the Software and Documentation, as detailed in the Supply Agreement.

**Business Day:** a day other than a Saturday, Sunday or public holiday in the country of the Applicable Law.

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.5, including but not limited to all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Ramboll's Confidential Information includes, but is not limited to, the Services and all Software (including APIs, software tools, etc.), equipment, processes and facilities utilised by or on behalf of Ramboll to provide the User Subscriptions and the Services, including but not limited to all source code, development plans, screen displays and documentation related thereto

**Customer Data:** the data inputted by the Customer, Authorised Users, or Ramboll on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

**Data Protection Legislation:** the data protection legislation of the governing law of this Agreement, any other European Union legislation (including without implying limitation the General Data Protection Regulation ((EU) 2016/679); the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) relating to personal data and all other applicable global legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

**Documentation:** shall mean the user and administrator manuals for the Software, as made available at the following location <https://digitaledu.ramboll.com/ehscompass/introducing-ehscompass/> and attached at Appendix 1, in addition to the application overview attached at Appendix 2

**Effective Date:** is the date the Supply Agreement is concluded by the Customer accepting the terms

**Emergency Maintenance** shall mean unscheduled periods of time that Ramboll temporarily interrupts the Services in order to patch or fix security issues or any other major issues that have been discovered

**Initial Subscription Term:** the initial term of this Agreement as set out in the Supply Agreement

**Intellectual Property Rights** shall mean all industrial rights and copyrights, as well as other intangible rights, such as copy rights, trademarks, trade names, patents, inventions, utility models, domain names, software, source codes, databases, catalogues, along with other registered and unregistered exclusive rights.

**Licensed Use** shall mean:

**a)** in respect of Software which is not accessed remotely and is instead directly installed on the Customer's system (for example, a downloadable executable file), only the acts of storing, loading, displaying, running, transmitting and operating it which are necessary or reasonably incidental to the use of that Software contemplated by the applicable Documentation;

**b)** in respect of Software which is hosted remotely (i.e. Software-as-a-Service or "SaaS"), only the acts of accessing it, interacting with it and operating it, across a network, which are



necessary or reasonably incidental to the use of that Software contemplated by the applicable Documentation, and which are permitted by the technical measures and restrictions in operation in respect of that Software or its underlying platforms and technologies; and

c) in respect of Services, only those acts of copying, distribution and communication that are necessary or reasonably incidental to the Use of the corresponding Software.

**Major Version** shall mean a version of the Software introducing significant new functionality (excluding a New Module) generally made available by Ramboll, typically designated by the first digit in the version number.

**Normal Business Hours:** the hours specified in the Supply Agreement;

**New Module** shall mean an optional add-on for the Software, for which an additional or increased Subscription Fee may be payable, as determined in Ramboll's sole discretion.

**Open-Source Software** shall mean open-source software as defined by the Open Source Initiative (<http://opensource.org>) and/or free software as defined by the Free Software Foundation (<http://www.fsf.org>), in each case that is distributed with the Software.

**Renewal Period:** the period described in clause 12.1.

**Services:** shall mean professional consulting or other additional professional services pertaining to the Software, if applicable and as specified as an addendum to this Agreement, but not the Software itself.

**Scheduled Outages:** shall mean periods of time scheduled in advance that Ramboll temporarily interrupts the Services for updates, upgrades, maintenance or for any other identified reason or purpose including an established framework for scheduling and managing such outages

**Software** shall mean Ramboll's EHS COMPASS software specified in the Supply Agreement, including Major Versions. For the purposes of this Agreement, Software shall be construed widely to include the Documentation;

**Specification** shall mean:

(a) in the case of Software, the specification as made available at the following location <https://digitaledu.ramboll.com/ehscompass/introducing-ehscompass/> and attached at Appendix 1, in addition to the application overview attached at Appendix 2; or

(b) in the case of a deliverable under the Services, the description of that deliverable set out in or referred to in the Supply Agreement under "Other wishes and comments" and as agreed with Ramboll.

**Subscription Fees:** the subscription fees payable by the Customer to Ramboll for the User Subscriptions, as set out in the Supply Agreement.

**Subscription Term:** has the meaning given in clause 12.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

**Supply Agreement** shall mean the Agreement for the Services and supply of the Software concluded between Ramboll and the Customer which references or attaches these General Terms.

**Support Services Policy:** Ramboll's policy for providing support in relation to the Services as described in the Supply Agreement or as may be notified to the Customer from time to time.

**System Requirements** shall mean the minimum system requirements for the Software as set out in or referred to in the Documentation.

**Third Party Data** shall mean data sourced from a third party that is distributed with or otherwise used by the Software.

**User Subscriptions:** the user subscriptions purchased by the Customer which entitle Authorised Users to access and use the Software and the Services in accordance with the application overview attached at Appendix 2.

**Warranty Non-Conformance** has the meaning given to it in clause 10.1.

**Warranty Period:** means the period of six (6) months as of the day of delivery of the Software for which the warranty set out in clause 10.1 remains effective.

## 2. User Subscription

2.1 Subject to the Customer purchasing the User Subscriptions, Ramboll hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Software during the Subscription Term solely for the Customer's internal business operations for the Licensed Use in accordance with the rights and obligations set out in this Agreement. Customer may purchase subaccounts for their related business units as long as business units also agree to these terms.

2.2 In relation to the Authorised Users, the Customer undertakes that:

- (a) the maximum number of Authorised Users that it authorises to access and use the Software shall not exceed the number of User Subscriptions stated in the Supply Agreement;
- (b) it will not allow any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Software;
- (c) each Authorised User shall keep a secure password for his use of the Software; and
- (d) it shall maintain a written, up to date list of current Authorised Users and provide such list to Ramboll within 10 Business

Days of Ramboll's written request at any time or times;

2.3 The Customer is entirely responsible for any and all activities which occur related to the Software under its User Subscriptions and its corresponding Authorised Users, and for any and all activities of its employees, agents, representatives, and clients, whether or not such employees, agents, representatives, and clients are designated to use the Software.

2.4 The Customer shall use the Software solely for its internal business use and shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the parties and except to the extent expressly permitted under this Agreement:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or

(ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, disassemble the Software or otherwise attempt to discover the source code to the Software or any components thereof, nor permit any third party to do so. The Customer may not reproduce or copy the Software, in whole or in part.

(i) access all or any part of the Software in order to build a product or service which

competes with the Software; or

(c) subject to clause 18.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available to any third party except the Authorised Users, or

(d) attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this clause 2; or

(e) introduce or permit the introduction of, any virus or vulnerability into Ramboll's network and information systems;

(f) use the Software to harass, threaten, or cause damage or injury to any person or property;

(g) use the Software to publish, send, or store any material that is infringing, false, defamatory, obscene, or otherwise illegal or tortious or that violates privacy rights;

(h) send or store malicious code;

circumvent or attempt to circumvent any technical measures or restrictions controlling access to or use of the Software, or gain or attempt to gain any greater level of access to the Software than is permitted by this Agreement

(j) interfere with or disrupt the integrity or performance of the Software or the data contained in it;

(k) attempt to gain unauthorised access to the Software or its related systems or networks;

(l) perform or disclose any benchmarking, availability, or performance testing of the Services; and

(m) use any device, software, or routine or attempt to interfere with the proper functioning of the Software

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, promptly notify Ramboll.

2.6 The Customer agrees that it shall not use or permit to be used the Software for any time critical or mission critical or legal functions usage. No warranty is provided as to the accuracy of the information generated by the Software. The Customer shall not remove alter or obscure proprietary or trademark notices on any screens, data or reports generated by the Software.

2.7 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary, affiliate or holding company of the Customer. Customer may purchase subaccounts for their related business units as long as business units also agree to these terms.

### 3. Additional user subscriptions

3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in Appendix 2. Supply Agreement and Ramboll shall grant access to the Software to such additional Authorised Users in accordance with the provisions of this Agreement.

3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify Ramboll in writing. Ramboll shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld). Where Ramboll approves the request, Ramboll shall activate the additional User Subscriptions within 5 days of its approval of the Customer's request.

3.3 If Ramboll approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of Ramboll's invoice, pay to Ramboll the relevant fees

for such additional User Subscriptions as set out in the Supply Agreement and, if such additional User

Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by Ramboll for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

#### 4. Services

4.1 Ramboll shall, during the Subscription Term, provide the Software and the Services to the Customer on and subject to the terms of this Agreement through the delivery method described in the Specification.

4.2 Ramboll will provide the Customer with Ramboll's standard customer support services as defined in the Specification. The Customer may purchase enhanced support services separately at Ramboll's then current rates.

4.3 Ramboll shall use reasonable efforts during Normal Business Hours (taking into account the availability of personnel with a technical knowledge of the Software):

(i) to remedy any Warranty Non-Conformance outside the Warranty Period; or

(ii) respond to any reasonable queries from the Customer's administrator users, provided that (a) those users have appropriate experience with the Software; and (b) such query is not addressed in the Documentation.

4.4 Except where the Software has been customised (whether as Services or otherwise), the Customer may request that Ramboll updates the Software to the latest Major Version. Where it does so, Ramboll shall do so as soon as reasonably practicable, taking into account the volume of requests it has received and Ramboll personnel available to do so. Unless otherwise agreed by the parties in writing, the User Subscriptions shall not include any New Modules to the applicable Software made available by Ramboll to its customers for separate fees unless purchased under a separate written agreement.

4.5 The Third Party Data which is made accessible to the Customer through the Software is licensed to the Customer on the terms offered by the applicable third party provider. The Customer acknowledges and agrees that (i) where it is permitted for Ramboll to grant the Customer a sub-licence to Open Source Software, it does so on the terms of the original licence as provided in the included README file; and (ii) where it is not possible for Ramboll to grant the Customer a sub-licence to Open Source Software, that Open Source Software is licensed directly to the Customer by its vendor(s). In this case, Ramboll will provide the list of licenses for the customer to review.

#### 5. Customer data and Data Privacy

5.1 The Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of the Customer Data, and for obtaining, pursuant to law or regulation, consents from parties that provided the Customer with any of the Customer Data, which will be obtained, used, and disclosed by Ramboll for its required purposes. Company is responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from the Customer Data, including any viruses, disabling devices, trojan horses, worms, or other harmful programming routines contained in the Customer Data, or from the Customer's use of the Software in a manner that is inconsistent with the terms of this Agreement. The Customer acknowledges and agrees that Ramboll shall have the right, at its sole discretion, to remove any Customer Data from the Software with or without notice, including, but not limited to (i) material that infringes the intellectual property rights of third parties, and (ii) malware or material that violates any applicable law.

5.2 The Customer acknowledges that Ramboll is not responsible for backing up or storing any Customer Data or resulting data generated by use of the Software. The Customer shall be solely responsible for backup and storage or any such data.

5.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

5.4 The Customer agrees, represents and warrants that it will limit its disclosure to Ramboll of information that is, or it considers to be, its own or a third party's personal data/information to the minimum extent necessary for Ramboll to provide the Customer with access to and/or use of the Software and Services to the extent to which the Customer is granted access/use hereunder. Subject always to the Data Protection Agreement attached at Appendix 3, the Specification and Ramboll's privacy policy (available here <https://ramboll.com/legal-information>) (hereafter collectively referred to as the "Privacy Policy"), Ramboll may disclose or otherwise use any personal data/information that the Customer discloses to Ramboll as set forth in the referenced Privacy Policy, this Agreement or applicable law. The Customer represents and warrants that, to the extent it provides its own or a third party's personal data/information to Ramboll, that it has received and provided all consent and disclosures/notices required under applicable law. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Ramboll for the duration and purposes of this Agreement so that Ramboll may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf. In case the Customer inserts personal data into the Software, the Customer shall act as the data controller referred to under the Data Protection Legislation and shall be responsible for the statutory

obligations belonging to the data controller. Ramboll shall act as the data processor of the personal data inserted into the Software and shall process personal data on behalf of the Customer solely for the purpose of supplying the Software and for the duration of the Subscription Term. The Parties shall conclude an agreement pertaining to the potential processing of personal data in such form attached as Appendix 3 to this Agreement.

5.5 The Customer retains all ownership and intellectual property rights in and to the electronic data or information submitted by the Customer to the Services. As between the Customer and Ramboll, the Company shall also own all the results in all reports including Customer Data generated by the Customer utilising the Software provided, however, that Ramboll retains ownership of the templates and the technology delivering the reports derived through the use of the Software. The Customer grants Ramboll a worldwide, irrevocable, perpetual non-exclusive licence to host, use, process, display, and transmit the Customer Data to provide the Software pursuant to and in accordance with this Agreement and to use the Customer Data internally for improving the Software. Ramboll shall not release any Customer Data to the public, unless previously agreed to by the Customer in writing.

**6. Customer's obligations**

The Customer shall:

- (a) provide Ramboll with:
  - (i) all necessary co-operation in relation to this Agreement; and
  - (ii) all necessary access to such information as may be required by Ramboll;

in order to provide the Software, including but not limited to Customer Data, security access information and configuration services;

- (b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Ramboll may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Software in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Ramboll, its contractors and agents to perform their obligations under this Agreement that are otherwise not already held by Ramboll;
- (f) ensure that its network and systems comply with the relevant specifications provided by Ramboll from time to time;
- (g) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Ramboll's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
- (h) designate in writing no more than two (2) individuals who shall have the sole authority to serve as points of contact between the Customer and Ramboll;
- (i) be responsible for purchasing, obtaining, managing, and maintaining access to the bandwidth and internet connectivity for all of its Authorised Users to access the Software as contemplated hereunder;
- (j) ;
- (k) be responsible for its actions, products, and services, and the content posted on or transmitted through the Software; and
- (l) training the Authorised Users on proper use of the Software and treatment of Customer Data.

The Customer is further responsible for providing or obtaining the hardware at its location with which to access the Software, as contemplated hereunder. The Customer assumes full responsibility for the proper operations of any of its hardware and software, and under no circumstances shall Ramboll be responsible for any failures of the Customer owned and/or operated hardware/software. Ramboll shall not be responsible for, and may charge its then- current hourly rates for, services required as a result of the Customer's acts or omissions, modifications to or misuse of the Software.

**7. Charges and payment**

- 7.1 The Customer shall pay the Subscription Fees to Ramboll for the User Subscriptions in accordance with this clause 7 and the Supply Agreement.
- 7.2 The Customer shall on the Effective Date provide to Ramboll valid, up-to-date approved purchase order

information acceptable to Ramboll and any other relevant valid, up-to-date and complete contact and billing details. Ramboll shall invoice the Customer:

- (i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
- (ii) subject to clause 12.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,

and the Customer shall pay each invoice within 21 days after the date of such invoice.

7.3 If Ramboll has not received payment within 21 days after the due date, and without prejudice to any other rights and remedies of Ramboll:

- (a) Ramboll may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Software and Ramboll shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 8% over the then current base lending rate of the central bank of the country prescribed by the Applicable Law, commencing on the due date and continuing until fully paid, whether before or after judgment.

7.4 All amounts and fees stated or referred to in this Agreement:

- (a) shall be payable in the currency defined in the Supply Agreement;
- (b) are, subject to clause 11.3(b), non-cancellable and non-refundable;
- (c) are exclusive of value added tax, which shall be added to Ramboll's invoice(s) at the appropriate rate. Subscription Fees do not include applicable taxes. The Customer agrees to bear and be responsible for the payment of all taxes, except for taxes based upon Ramboll's income, including but not limited to, withholding, all sales, use, rental receipt, personal property, customs duties or levies or other taxes, which may be levied or assessed in connection with this Agreement. The Customer shall pay such tax when due or reimburse Ramboll as Ramboll may request. If any tax is required to be paid by Ramboll, the full amount of such tax, including any interest and penalties, will be billed to the Customer separately, whether or not this Agreement is then in effect, and promptly paid by the Customer.

7.5 Ramboll shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.3, the support fees payable pursuant to clause 4.2 at the start of each Renewal Period upon 90 days' prior notice to the Customer and the Supply Agreement shall be deemed to have been amended accordingly.

## 8. Proprietary rights

8.1 Ramboll or its third party licensors retain all ownership and intellectual property rights in and to the Software and the Services, derivative works thereof, related services, work product associated with any Software, algorithms, documentation, licensed materials, as well as anything developed or delivered by or on behalf of Ramboll under this Agreement. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Software or the Services.

8.2 Ramboll confirms that it has all the rights in relation to the Software and the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

8.3 The Customer grants to Ramboll a royalty-free non-exclusive, irrevocable, worldwide, sublicensable and perpetual licence to utilise the information, data and materials provided to Ramboll by the Customer (including any data the Customer has populated the Software with, but excluding personal data) in order to use, store and copy such information and materials including but not limited to usage for the purpose of improving Ramboll's products and services. Where reasonably possible and necessary, Ramboll shall anonymise the same.

## 9. Confidentiality

9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.



9.2 Subject to clause 9.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

9.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

9.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

9.5 The Customer acknowledges that details of the Software, and the results of any Services, constitute Ramboll's Confidential Information.

**10. Warranties, Disclaimer and Indemnity**

10.1 Subject to clauses 10.2, 10.3 and 10.4, Ramboll warrants that the Software will conform in all material respects to the relevant Specification for the duration of the Warranty Period. If, within the Warranty Period, the Customer notifies Ramboll in writing that the Software does not conform in all material respects to the relevant Specification (each a "Warranty Non-Conformance"), Ramboll shall, at Ramboll's option, do one of the following:

- (i) repair the Software;
- (ii) replace the Software; or
- (iii) if neither of the above is (in Ramboll's absolute discretion) practicable, terminate this Agreement immediately by written notice to the Customer and refund any of the Subscription Fees paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof.

This clause 10.1 states the Client's sole and exclusive remedy in respect of a Warranty Non-Conformance.

10.2 The warranty set out in clause 10.1 shall not apply to the extent that the Warranty Non-Conformance either (a) has been remedied by a Major Version

which Ramboll has made available to the Customer; or (b) is caused by:

- (i) Use of the Software other than in accordance with this Agreement;
- (ii) Use of the Software for a purpose other than that for which it was designed;
- (iii) any failure of the Customer's equipment, including failure of power or other utilities to any of the Customer's equipment;
- (iv) delays, delivery failures or any other loss or damage resulting from the transfer of data over communications networks and facilities outside of Ramboll's control, including the Customer's own private networks and the public internet;
- (v) the Customer's failure to use the Software in accordance with the Documentation;
- (vi) the Customer's failure to implement the System Requirements, or attempting to access the Software from equipment that does not meet the System Requirements; or
- (vii) Use of the Software with any software or system which has not been approved by Ramboll in its Documentation or otherwise in writing;
- (viii) modifications to the Software by anyone other than Ramboll or its contractors;

10.3 Ramboll shall be excused from its obligations under clause 10.1 to the extent that it is prevented from complying with them by the Customer's failure to provide all of the information that is necessary to assist it in resolving the Warranty Non-Conformance, including a documented example of that Warranty Non-Conformance, or sufficient information to enable Ramboll to re-create the Warranty Non-Conformance.

10.4 The warranty under clause 10.1 shall not apply where the Software is provided free of charge.

10.5 Ramboll does not warrant that the use of the Software will be uninterrupted or error-free.

10.6 The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.



- 10.7 The Customer acknowledges that any Open-Source Software provided by Ramboll is provided "as is" and expressly subject to the disclaimer in Clause 10.8.
- 10.8 Except for the warranty set out in clause 10.1, all other conditions, warranties, representations or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law, civil law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality and fitness for purpose.
- 10.9 If Ramboll determines that a malfunction is due to a problem with the Customer's hardware, web site or other software, Ramboll will so inform the Customer, and it will be the Customer's responsibility to obtain and pay for any repairs or modifications required.
- 10.10 This Agreement shall not prevent Ramboll from entering into similar Agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 10.11 Ramboll warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement
- 10.12 The Customer shall defend, indemnify and hold harmless Ramboll against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Software and/or Services.
- 10.13 Each party shall use commercially reasonable efforts to limit on its systems software code whose purpose is to disrupt, damage or interfere with systems, software, or data and to avoid introducing viruses into the other party's systems through the use of the Software. Such efforts shall include, without being limited to, the use of commercially reasonable virus protection, firewall and security software.
- 10.14 Where Ramboll deems the Software of the Services to potentially infringe third party Intellectual Property Rights or other rights, Ramboll shall have the right, at its discretion, to (i) obtain for the Customer the right to continue utilising the Software; (ii) replace the Software or a part thereof with an alternative, provided that it does not materially affect functionality; (iii) modify the Software so as to cause the infringement to cease; or (iv) where (i), (ii) and (iii) are not reasonably practicable, terminate this Agreement immediately by written notice to the Customer and refund any of the Subscription Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's Use of the same to the date of termination) on return of the Software and all copies thereof.
- 10.15 In no event shall Ramboll, its employees, agents and sub-contractors be liable to the Customer to the extent that alleged third party infringement is based on:
- (a) a modification of the Software or Services by anyone other than Ramboll; or
  - (b) the Customer's use of the Software or Services in a manner contrary to the instructions given to the Customer by Ramboll; or
  - (c) the Customer's use of the Software or Services after notice of the alleged or actual infringement from Ramboll or any appropriate authority.
- 10.16 The foregoing clauses 10.14, 10.15 and clause 11.3(b) states the Customer's sole and exclusive rights and remedies, and Ramboll's (including Ramboll's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.
- 10.17 Where Ramboll provides Services as part of this Agreement, Ramboll shall exercise the reasonable skill and care required of a professional consultant in its performance of the Services.
- 11. Limitation of liability**
- 11.1 Nothing in this Agreement excludes the liability of Ramboll:
- (a) for death or personal injury caused by Ramboll's negligence; or
  - (b) for fraud or fraudulent misrepresentation.
- 11.2 Except as expressly and specifically provided in this Agreement the Customer assumes sole responsibility for results obtained from the use of the Software and the Services by the Customer, and for conclusions drawn from such use. Ramboll shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Ramboll by the Customer in connection with the Services, or any actions taken by Ramboll at the Customer's direction
- 11.3 Subject to clause 11.1 and clause 11.2:
- (a) Ramboll shall have no liability arising under or in connection with this Agreement, regardless of the legal theory of liability, for:
    - (i) loss of profits or revenues;
    - (ii) loss of anticipated savings;
    - (iii) loss of business opportunity;
    - (iv) loss of or damage to goodwill or reputation;
    - (v) loss or corruption of data;

(vi) any indirect or consequential loss; or

(vii) any loss arising from use of or reliance on Third Party Data; and

- (b) Ramboll's total aggregate liability in contract, tort including negligence (or equivalent legal theory), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim first accrued. Restrictions do not, however, apply to cases involving malicious intent or gross negligence.

**12. Term and termination**

12.1 This Agreement shall, unless otherwise terminated as provided in this clause 12, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

12.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits

inability to pay its debts or is deemed unable to pay its debts;

- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(d) to clause 12.2(j) (inclusive);
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (m) there is a change of control of the other party; or
- (n) any warranty given by Ramboll in clause 10.1 of this Agreement is found to be untrue or misleading.

12.3 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate and the

Customer shall immediately cease all use of the Software or Services;

- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

12.4 Ramboll may suspend the Customer's access to, or use of, the Software if Ramboll reasonably believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Software or any content, data, or applications in the Software; or (b) the Customer is accessing or using the Software to commit an illegal act. When reasonably practicable and lawfully permitted, Ramboll will provide the Customer with advance notice of any such suspension. Ramboll will use reasonable efforts to re-establish the Software access promptly after Ramboll determines that the issue causing the suspension has been resolved. During any suspension period, Ramboll may, but is not obligated to, make Customer Data (as it existed on the suspension date) available to the Customer, unless otherwise prohibited by law. Any suspension under this clause shall not excuse the Customer from the Customer's obligation to make payments under this Agreement. The Customer may terminate the Software and be refunded all unused and prepaid fees in the event the suspension extends for more than twenty (20) Business Days.

### 13. Service Outages and Usage Monitoring.

13.1 Ramboll shall use commercially reasonable efforts to provide availability to the Software at all times during Normal Business Hours, however Ramboll will have no liability for any failure to provide access to the Software during;

- (a) holidays and weekends;
- (b) any Scheduled Outage or Emergency Maintenance Period;
- (c) unavailability resulting from a force majeure event;
- (d) unavailability of third-party data used in or necessary for accurate use of the Services; or
- (e) unavailability caused, directly or indirectly, by the acts or omissions of the Customer or its employees, agents, contractors, or representatives or by the Customer's or its employees', agents', contractors', or representatives' equipment.

Ramboll shall provide initial notice to a designated Customer representative by telephone, e-mail, or comparable notification service promptly after Ramboll becomes aware of an event that has caused or may require Emergency Maintenance. In the event the Customer first becomes aware of an outage, the Customer shall promptly provide initial notice to Ramboll.

### 14. Conflict

If there is an inconsistency between any of the provisions in the main body of this Agreement, the Supply Agreement and the Schedules, the provisions in Supply Agreement shall prevail.

### 15. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

### 16. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement

### 17. Entire Agreement

17.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

### 18. Assignment

18.1 The Customer shall not, without the prior written consent of Ramboll, assign, transfer, charge, sub- contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

### 19. Third party rights

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns).

### 20. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Applicable Law. Each party irrevocably agrees that the courts of the Applicable Law shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with

this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## 21. Compliance with Laws and Standards of Conduct

21.1 **Bribery, Corruption and in General.** The Customer agrees, represent and warrant that it is in and will maintain compliance with and take reasonable measures to ensure that its personnel, subcontractors, agents and others subject under its control or determining influence are in and maintain compliance with all applicable law, including specifically, but without limiting the foregoing, those relating to bribery or corruption, and that it will inform Ramboll without undue delay if it or any of them have been or are hereafter investigated for or charged with bribery, corruption or similar conduct by any agency or tribunal of competent jurisdiction (e.g., under the US Foreign Corrupt Practices Act or UK Bribery Act). The Customer also agrees, represents and warrants that it is in and will maintain compliance with and take reasonable measures to ensure that its personnel, subcontractors, agents and others subjects under its' control or determining influence are in and maintain compliance with the standards provided in the conventions of the United Nations and OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, to the extent applicable.

21.2 **Export Control and Similar Laws.** As used herein, "Export Control Laws" means (1) all applicable laws of the United States of America relating to the export or re-export of commodities, technologies, products/services and/or information, including, for example, but without limitation, the Export Administration Act of 1979, the International Emergency Economic Powers Act, the Trading with the Enemy Act, the Arms Export Control Act, the International Boycott Provisions of Section 999 of the U.S. Internal Revenue Code of 1986 (as amended), and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Asset Control (a/k/a OFAC), (2) all applicable trade control legislation of the European Union, including, for example, but without limitation, Regulation (EC) No 428/2009 (as amended) on setting up a Community regime for control of exports, transfer, brokering and transit of dual-use items (a/k/a "Dual-use regulation") as well as any applicable rules and regulations laid down or implemented in the member states of the European Union, and (3) to the extent applicable, the analogous laws of any and all other applicable jurisdictions.

The Customer acknowledges that Software (and any direct or indirect product derived therefrom) are or may be subject to Export Control Laws. In turn, and without limiting any other provision of this Agreement, the Customer agrees, represents and warrants that it will not, and that it will take reasonable measures to ensure that its personnel, subcontractors, agents and others subject to its control or determining influence do not, use, distribute, divert, transfer or

transmit, or permit or facilitate any other person or entity to use, distribute, divert, transfer or transmit, any product/service, technology, data, information, material, software or other thing whatsoever derived from the Software (even if incorporated into other products/services, technology, data, information, material, software or other things), except in compliance with and as authorized/permitted by such Export Control Laws, and, if requested by Ramboll, the Customer agrees, represents and warrants that it will execute all documents and provide such other assistance as may be reasonably requested by Ramboll in order to comply with such laws, including obtaining any export licenses or permits as may be required under the applicable Export Control Laws. The Customer further agrees, represents and warrants that it will not, and that it will take reasonable measures to ensure that its personnel, subcontractors, agents and others subject to its control or determining influence do not, use, distribute, divert transfer or transmit, or permit or facilitate any other person or entity to use, distribute, divert transfer or transmit, any product/service, technology, data, information, material, software or other thing whatsoever derived from the Software (even if incorporated into other products/services, technology, data, information, material, software or other things) for the purpose of or in connection with the development, production, handling, operation, maintenance, storage, detection, identification or disseminations of nuclear, chemical or biological weapon proliferation or development of missile technology enabling development, production, maintenance or storage of missiles capable of delivering such weapons.

21.3 **Sanctions Compliance.** To the extent not already covered above, the Customer represents and warrants that neither it, nor, as applicable, any of its employers, affiliates, subsidiaries, agents or parent companies, nor any of its or their shareholders, partners, members, directors, officers, personnel, or other agents, nor any other person or entity having a direct or indirect ownership or controlling interest in the Customer or them, are

(i) a person targeted by economic, trade or financial sanctions laid down, administered or enforced by the United Nations, the United States, the European Union or its Member States, the United Kingdom or any other jurisdiction that is applicable to the Software or its use thereof, including, but not limited to, persons designated on the U.S. Department of the Treasury, Office of Foreign Assets Control's List of Specially Designated Nationals and Other Blocked Persons and Consolidated Sanctions List, the U.S. State Department's Non-proliferation Sanctions Lists, the UN Financial Sanctions Lists, the EU's Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, and the UK HM Treasury Consolidated Lists of Financial Sanctions Targets; or (ii) directly or indirectly owned or controlled by any such person (each a "Restricted Person"). The Customer agrees, represents and warrants that it will notify Ramboll in writing immediately if it or, as applicable, any of its employers, affiliates, subsidiaries, or parent companies, or any of its or their shareholders, partners, members, directors, officers, personnel, or other agents, or any other

person or entity having a direct or indirect ownership or controlling interest in the Customer or them, becomes a Restricted Person or if the Customer or they become directly or indirectly owned or controlled by one or more Restricted Persons.

21.4 In addition, to the extent not already covered above, the Customer agrees, represents and warrants that it will not, and that it will take reasonable measures to ensure that its personnel, subcontractors, agents and others subject to its control or determining influence do not, use, distribute, divert, transfer or transmit, permit or facilitate any other person or entity to use, distribute, divert, transfer or transmit, any product/service, technology, data, information, material, software or other thing whatsoever derived from the Software (even if incorporated into other products/services, technology, data, information, material, software or other things) in activity with, for, on behalf of, or for the benefit of, a Restricted Person or other individual, entity, territory or organization targeted for sanction and/or embargo by European or United States authorities, as applicable, or other applicable sanctions regimes, or, to the extent not already covered above, in activity directly or indirectly involving Cuba, Iran, North Korea, Sudan, Syria or Crimea/Sevastopol.

21.5 **Termination/Indemnification for Non-Compliance with Laws.** Without limiting any other of Ramboll's rights to terminate set forth herein or otherwise, Ramboll may terminate the Customer's use of/access to the Software and all other agreements and relationships with you effective immediately and without liability or obligation whatsoever, if:

i. the Customer, its personnel, subcontractors, agents or others subject to its control or determining influence engage in bribery, corruption or similar conduct, or are charged with such conduct by any agency or tribunal of competent jurisdiction;

ii. the Customer fails to comply with its obligations under the immediately preceding subsections 21.1 through 21.4;

iii. the representations and warranties set forth in the immediately preceding subsections 21.1 through 21.4, at any time, become untrue or Ramboll has reasonable and specific grounds to believe that they have become untrue or to expect that they will become untrue;

iv. Ramboll determines, in its sole and absolute discretion, that, by continuing to provide to the Customer access to/use of the Software or otherwise maintain its relationship with the Customer would (i) contravene, or risk contravening any applicable international, national, state, local or equivalent law, including, without limitation, Export Control Laws or (ii) be sanctionable under the economic, trade and financial sanctions administered and enforced by the United Nations, the United States, the European Union and its Member States, or the United Kingdom; or

v. any transaction related to the Software or the terms under which the Customer is granted access thereto, including, without limitation, this Agreement, is withheld, refused, declined or otherwise prevented by any of Ramboll's or its Affiliates banks or if Ramboll determines in good faith that its credit facilities or other banking relationships may be materially adversely impacted based on concerns that you have engaged in conduct inconsistent with the text or spirit of this clause 21.

In addition, the Customer agree to indemnify and hold harmless Ramboll and its Affiliates from any claims, damages, liabilities, penalties, costs, fees, expenses and other losses whatsoever incurred as a result of:

i. the Customer engaging in bribery, corruption or similar conduct, or being charged with such conduct by any agency or tribunal of competent jurisdiction;

ii. the Customer failing to comply with its obligations under the immediately preceding subsections 21.1 through 21.5; or

iii. the representations and warranties set out in the immediately preceding subsections 21.1 through 21.5, at any time, becoming untrue.

## 22. Limitation Period

To the fullest extent permitted by the Applicable Law, no claim or action (regardless of form) relating to this Agreement shall be brought against Ramboll more than one (1) year after the later of the delivery of the Software or the Services.

This Agreement has been entered into on the date stated on the Supply Agreement.