

Comparing the Old and New Agreements

Subject: We've updated our agreements and policies for SuperOffice CRM Online

SuperOffice is committed to protecting and safeguarding your personal data. As part of this commitment, we have updated our Terms of Service, and Data Processing Agreement to meet the high standards of the new European data protection law, known as the General Data Protection Regulation (GDPR). Effective from May 25th 2018, the updated agreements automatically replace the current versions that your company have.

The 2 new Agreements affected by changes are:

- **CRM Online Master Subscription Agreement**
We've updated your existing "SuperOffice CRM Online Agreement" so that it is in accordance with the GDPR and current local laws. You'll find that it is simplified, modernized and contains all the terms of use of your CRM Online service.
- **Data Processing Agreement**
As the data processor (the entity that stores personal data), it is our duty to protect our customers' personal data. We describe how we do that in the Data Processing Agreement. This was previously Clause 9 of the old "SuperOffice CRM Online Agreement". We have moved this section to a separate document; the Data Processing Agreement.

On the following pages you will find a detailed and commented description of the changes we have made.

Master Subscription Agreement. To give you an overview of the changes in the documents, we have made a comparison between the old and new agreements below. In this comparison we have highlighted the key changes to note. This comparison is only in English. The **Data Processing Agreement** is commented in section 9 in the table below.

Section	New Agreement (Master Subscription Agreement – MSA)	Old Agreement (CRM Online Agreement)
1 Scope of the Agreement	<p>The Agreement governs Customer access and use of the SuperOffice CRM Online service. The Service is operated on SuperOffice-controlled servers and infrastructure and the Customer gets access to the Service via the Internet. SuperOffice retains all rights to all elements that the Service consists of. The Customer is not awarded any license or any usage right beyond what is expressly stated in this Agreement. As an integral part of this Agreement, the Customer shall have the right to receive support as defined in clause 6 of this Agreement.</p> <p>This Agreement is effective from the date of acceptance. Acceptance is deemed to take place when the Customer starts using the Free Trial or by the Customer entering into a paid subscription of the Service by signing the Initial Order Form and a Data Processing Agreement.</p>	<p>The Agreement gives the Customer access and right to use the SuperOffice Software (access to Software subsequently referred to as “Service”) during the Agreement term with such functionality as the Service has at any time.</p> <p>The Service is installed on a server at SuperOffice’s facilities and the Customer gets access to the Service via the Internet, by logging in using an assigned username and password. SuperOffice retains all rights to all elements that the Service consists of. The Customer is not awarded any license or any usage right beyond what is expressly stated in this Agreement. As an integral part of this Agreement, the Customer shall have the right to receive support as defined in clause 6 of this Agreement.</p>
2 Free Trial	<p>If the Customer registers for a Free Trial of the Service, one or more of the services will be enabled, free of charge until the earliest of a) the free trial ends after 30 days or b) the date of entering into a paid subscription to the Service. This Agreement also governs the Free Trial.</p> <p>PLEASE NOTE: Any data entered into the Free Trial Service, configurations made or 3rd Party Add-ons (Third Party Services) activated in the Free Trial will be permanently lost unless Customer signs a standard Subscription Agreement of the same services as in the Free Trial. Data can be exported before the end of the Free Trial Period. When signing up for a standard Subscription Agreement, the Customer may decide whether to start with a new /clean database, or to continue with the data already entered during the Free Trial.</p> <p>You may not use Free Trial if you are a competitor of SuperOffice without a prior written consent from SuperOffice. Accessing the Service for purposes of monitoring the Service’s availability, performance or functionality, or for any other benchmarking or competitive purposes is prohibited</p>	<p>If you register on our website for a Free Trial of our services, we will enable one or more of our services for you, free of charge until the earliest of a) the free trial ends or b) the date for any services you purchase. This Agreement will also govern the Free Trial.</p> <p>PLEASE NOTE: Any data you enter into the services, or configurations you do during the free trial, will be permanently lost unless you purchase a subscription of the same service before the Free Trial ends. If you decide to purchase the same services you have in the Free Trial before your Free Trial ends, you can continue the use of your data and configurations after the Free Trial. Before your Free Trial ends, you can decide to start from scratch with a new database for the services you purchase.</p> <p>You may not access the Service if you are a competitor except with our prior written consent. You may not access the Service for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.</p>

Commented [SO1]: This is a formal clarification added to the new MSA

Commented [SO2]: The old agreement did not point out that if you add 3rd party apps to your free trial, the data you enter into them also will be lost, unless you purchase a description within the free trial period.

<p>3 Definitions</p>	<p>“Agreement date” is the date you sign the Initial Order form. The Customer is from this date a customer and we will enable our Service without unnecessary delay.</p> <p>“Agreement period” is the current Agreement period you are in. This means the initial Agreement period of 12 months, before it changes to match the Invoice interval you are in.</p> <p>“Customer Data” shall in this Agreement mean all data that the Customer stores on SuperOffice’s or any of SuperOffice’s sub-contractor’s servers.</p> <p>“Initial Order form” is used to describe the documents (which include information about number of User Plans, Invoice interval, prices, Data Processing Agreement, etc.) signed when ordering the Service.</p> <p>“Invoice interval” is the payment period specified in the Initial Order form or when agreed changed, in writing, at later date. Invoice interval can be annual, bi-annual, quarterly or monthly.</p> <p>“Metered Services” is the term used for measuring system resources consumed by Customer. Such resources can be: storage volume, mass mailings monthly volume or Customer Center unique monthly logins.</p> <p>“Pay-per-use” is used when actual use of “Metered Services” are exceeding the limits included in the Service.</p> <p>“Service” means SuperOffice CRM Online - the software-based services that are ordered by Customer via the Initial Order Form or provided under a Free Trial as described. “Services” exclude content and Third Party Services.</p> <p>“Subscription fee” is the total amount charged for using the Service according to the Invoice interval.</p> <p>“Third Party Services” means products, services, functionality or content provided by Third Party Service providers. These services are designed to be used in conjunction with the SuperOffice Service and most of them are available in the SuperOffice App Store. Third Party Services are not governed by this Agreement, but requires separate agreements between Customer and Third Party Service providers.</p> <p>“User Plan” is the name of the plan assigned to an individual user for a specific set of functions.</p>	<p>“Agreement date” is the date you sign the order form. You are from this date our customer and we will enable our Service to you without unnecessary delay.</p> <p>“Annual agreement” means that you sign up for 12 months at a time, with automatic renewal for the same length. The Annual agreement is counted from the annual start of the month after Agreement date.</p> <p>“Agreement period” is the current agreement period of 12 months you are in.</p> <p>“Invoicing period” is three months and covers the actual monthly subscription cost times three.</p> <p>“Current invoicing period” is used when invoicing additional users.</p>
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Commented [SO3]: We have added a number of new definitions to make the agreement easier to read and introduced new terms (like “Metered Services”).

<p>4. Customer Responsibilities</p> <p>4.1 Limited access to use and use of the Service</p>	<p>The right of access to the Service is at any given time limited to the number of Users for which the Customer is subscribing and paying.</p> <p>If the Customer needs to expand the Agreement with additional Users, the subscription for additional Users shall be ordered from SuperOffice according to the procedure in clause 12. Subscriptions under this Agreement is limited to the Customer's employees or consultants who according to an agreement with the Customer are performing services for the Customer. The Customer shall require the users to commit themselves to be legally bound by the terms and conditions included in this Agreement. The Customer shall not allow other persons or entities directly or indirectly to gain access to or use the Service or the documentation, other than what is expressly set out in the Agreement. The Customer may only use the Service for the Customer's internal purposes. The Customer is not entitled to perform data processing on behalf of a third party using the Service. The Customer commits to use the Service according to the applicable law and regulations, permissions, limitations and requirements in the Agreement. The Customer is responsible for the data, materials and the information that the Customer or its Users process with the Service. The Customer shall not use the Service to send illicit spam or otherwise unlawful material using the Service. The Customer shall not store, process or send material containing software viruses and similar harmful computer codes, scripts, files, or programs. Customer must respect all parts of the SuperOffice Public Facing Policy (SPFC, ref. 4.2). The Customer shall not attempt to gain unauthorized access to the Service or its related networks or systems. The Customer is at all times responsible to not interfere with or disrupt the security, integrity or performance of the Service or the data it contains. A high speed Internet connection is required for proper transmission of the Services. Customer is responsible for the network connections that connect customer's network to the Service, including "browser" software supported by SuperOffice. Such infrastructure should support HTTP over Transport Layer Security (TLS). SuperOffice assume no responsibility for the reliability or performance of any connections as described in this section.</p> <p>In case of breach of these conditions, SuperOffice is entitled to immediately terminate the Agreement and shut down the Customer's access to the Service with immediate effect. Such actions from SuperOffice shall not release the Customer from the obligation to pay for the whole current Agreement period.</p>	<p>The right to access the Service is limited to such number of Users as specified on the Agreement's Order Form.</p> <p>If the Customer needs to expand the Agreement to cover additional Users, then the usage right for additional Users shall be ordered from SuperOffice according to the procedure in clause 12.</p> <p>The Users should only be Customer's employees or consultants who according to a further agreement are performing services for the Customer. The Users shall commit themselves to follow these conditions. The Customer shall commit itself to not let others gain access to the Service or the documentation, either directly or indirectly, by other means than what expressly follows from the Agreement.</p> <p>The Customer can solely use the Service for the Customer's internal purposes. The Customer is not entitled to perform data processing on behalf of a third party using the Service. The Customer commits itself to use the Service according to the applicable law and regulations, permissions and requirements in the Agreement. The Customer is responsible for the data, materials and the information that the Customer or its Users process with the Service. The Customer shall not use the service to send illicit spam or otherwise unlawful material using the Service. The Customer shall not store or send material containing software viruses and similar harmful computer codes, scripts, files, or programs. The Customer shall not attempt to gain unauthorized access to the Service or its related networks or systems. The Customer is at all times responsible to not interfere with or disrupt the integrity or performance of the Service or the data it contains.</p> <p>In case of breach of these conditions, SuperOffice is entitled to immediately terminate the Agreement and shut down the Customer's access to the Service with immediate effect. Such actions from SuperOffice shall not release the Customer from the obligation to pay for the whole current Agreement period.</p>
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Commented [SO4]: The old agreement did not describe the situation where the no. of users change. The new agreement does.

Commented [SO5]: This is a new policy that makes it easier to understand what the requirements are in practice.

Commented [SO6]: We have added a description on what you as a customer is responsible for in regards to the Internet connections.

<p>4.2 Public Facing Services</p>	<p>If Customer subscribes to a Service for sending electronic messages (i.e. Mailings) or for the creation and hosting of content on public facing websites, such use is subject to the SuperOffice Public Facing Services Policy (available on the SuperOffice Trust Center). Customer is also solely responsible for complying with applicable law in the use of any cookies or other tracking technologies related to such services.</p> <p>If SuperOffice is required by a third party to remove Content, or receives information that Content provided by Customer may violate applicable law or third-party rights, SuperOffice may notify Customer which promptly must remove such Content.</p>	<p>(4.1) The Customer shall not use the service to send illicit spam or otherwise unlawful material using the Service. The Customer shall not store or send material containing software viruses and similar harmful computer codes, scripts, files, or programs.</p>
<p>4.3 Third Party Services</p>	<p>Customer may integrate Third Party Services (Applications) with the Service. Any acquisition or development by Customer of such Applications, and any exchange of data between Customer and 3rd party, is solely between Customer and the applicable Third Party Service provider. SuperOffice does not warrant or support Third Party Services, whether or not they are “certified” by SuperOffice, unless expressly provided otherwise in an Order Form.</p> <p>If SuperOffice receives information that a Third Party Service may violate the SuperOffice Public Facing Service Policy, App Store Terms of Use, applicable law or third-party rights, SuperOffice will notify Customer who promptly will have to disable or modify such Third Party Service to resolve the potential violation. If Customer does not take required action in accordance with the above, SuperOffice may disable the applicable Content, Service and/or Third Party Service until the potential violation is resolved.</p> <p>Customer Data.</p> <p>If Customer chooses to use a Third Party Service with the Service, Customer grants SuperOffice permission to allow the Third Party Service and its provider access to Customer Data as required for the interoperation of that Third Party Service with the Service. SuperOffice is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Third Party Service or its provider. Data Processing Agreements must be signed between Customer and such Third Party Service providers. Customer is responsible for informing Users of any disclosure of their personal data to a Third Party Service provider. SuperOffice Expander Services</p>	<p>← New section</p>

Commented [S07]: This area has become increasingly important in marketing and email-based communication. A more practical and detailed description of the rules that apply are necessary in today's world.

Commented [S08]: The old agreement did not have any description of responsibilities related to the use of 3rd part applications or customized apps added to CRM Online. The new agreement has introduces this. Btw, as a Customer you should read this carefully and provide attention to the use and risks related to such integrations.

	<p>Expander Services contain features and tools designed to interoperate with Third Party Services (i.e. API's, plugins, CRM Scripts, etc.). To use such features, Customer may be required to obtain a separate license from SuperOffice and sign Expander Services Terms of Service. SuperOffice cannot guarantee the continued availability of such Service features, and may change or cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Service features in a manner acceptable to SuperOffice.</p>	
<p>5. Service availability</p>	<p>The Service availability level is 99.8%. The monthly availability percentage is defined as the total number of minutes in a given calendar month minus total number of minutes of Service Unavailability in the same period over the total number of minutes in the period. Service Unavailability is defined as a period of time when the Customers are unable to read or write any data for which they have appropriate permission.</p> <p>Some type of Service maintenance will result in disruptions in operation of the Service and is not included in Service Unavailability as defined above. To the extent, it is possible; the Customer shall be informed of such maintenance with a sufficient notice. Such maintenance shall preferably be attempted performed outside normal office hours and in such way that the Service is disrupted as little as possible. Nevertheless, the maintenance can be performed with a short notice or without notice and can be carried out during office hours, if this is necessary to correct errors in the Service or to prevent errors in the Service from occurring. The Service availability is dependent upon the use of the Internet, which may be subject to limitations, delays and other problems outside SuperOffice control. Delays, delivery failures or unavailability resulting from such problems are not included in the Service Unavailability as defined above.</p> <p>If the Service is available for less than 99.8% during a given calendar month and this is caused by a failure in the SuperOffice's environment, equipment or software, the Customer can claim proportionate reduction of the subscription fee calculated for the relevant calendar month. Other situations, e.g. unavailability caused by communication facilities, external factors or the</p>	<p>The Service availability level is 99.8%. The monthly availability percentage is defined as the total number of minutes in a given calendar month minus total number of minutes of Service Unavailability in a given calendar month over the total number of minutes in a given calendar month. Service Unavailability is defined as a period of time when the Customers are unable to read or write any data for which they have appropriate permission.</p> <p>Some type of Service maintenance will result in disruptions in operation of the Service and is not included in Service Unavailability as defined above. To the extent, it is possible; the Customer shall be informed of such maintenance with a sufficient notice. Such maintenance shall preferably be attempted performed outside normal office hours and in such way that the Service is disrupted as little as possible. Nevertheless, the maintenance can be performed with a short notice or without notice and can be carried out during office hours, if this is necessary to correct errors in the Service or to prevent errors in the Service from occurring. The Service availability is dependent upon the use of the Internet, which may be subject to limitations, delays and other problems outside SuperOffice control. Delays, delivery failures or unavailability resulting from such problems are not included in the Service Unavailability as defined above.</p> <p>If the Service is available for less than 99.8% during a given calendar month and this is caused by a failure in the SuperOffice's environment, equipment or software, the Customer can claim proportionate reduction of the subscription fee calculated for the relevant calendar month. Other situations, e.g. unavailability caused by communication facilities, external factors or the</p>

	<p>Customer's equipment or software, do not entitle the Customer to claim for reduction of the subscription fee.</p> <p>To be eligible to submit a claim, the Customer shall notify SuperOffice if the Service is unavailable by submitting a new support request on our support center <u>within 5 working days</u> following an incident. The Customer must provide all relevant information of the incident, including, but not limited to, a detailed description, the number of affected users and the location of these users and any attempts made by the Customer to resolve the incident. The calculation of unavailability starts after the Customer has notified SuperOffice thereof or after SuperOffice otherwise becomes aware of the unavailability. SuperOffice will use its best efforts and available information to validate a claim and make a good faith judgment on whether the claim is eligible. SuperOffice will use its best efforts to process a claim within 30 days.</p>	<p>Customer's equipment or software, do not entitle the Customer to claim for reduction of the subscription fee.</p> <p>To be eligible to submit a claim, the Customer shall notify SuperOffice if the Service is unavailable by submitting a new support request on our Support Center at www.superoffice.com within 3 working days following an incident. The Customer must provide all relevant information of the incident, including, but not limited to, a detailed description, the number of affected users and the location of these users and any attempts made by the Customer to resolve the incident. The calculation of unavailability starts after the Customer has notified SuperOffice thereof or after SuperOffice otherwise becomes aware of the unavailability. SuperOffice will use its best efforts and available information to validate a claim and make a good faith judgment on whether the claim is eligible. SuperOffice will use its best efforts to process a claim within 30 days.</p>
<p>6. Support</p>	<p>The Customer is granted access to the SuperOffice Community where resources for education, help, frequently asked questions, training and inspiration are available. A Forum for communication with all users of SuperOffice CRM is also available.</p> <p>Support also includes online case submission – via the CRM Online Service or via SuperOffice Customer Community. Our support team works for Customer success Monday thru Friday during normal business hours (8 hours per day / 5 days per week, CET +1) except on public holidays.</p> <p>Support includes SuperOffice's best effort in solving software problems based on a detailed description of the problem, provided by the Customer. Finding a solution cannot be guaranteed.</p> <p>Support shall be made available in accordance with the following guidelines:</p> <ul style="list-style-type: none"> * Customers with more than <u>five users</u> must nominate a support contact, who will then act as the Customer's contact point with SuperOffice. * The Customer will use its best effort and most qualified personnel to search the source of the problem and to share detailed information with the support personnel. 	<p>The Customer shall have the right to receive support during normal working hours (08.00-16.00 Monday to Friday with the exception of Christmas Eve, New Year's Eve and other public holidays), or at specific times indicated by SuperOffice. Contact with SuperOffice' support function should be made via our web based Support centre. The Customer can enter into an additional Support Agreement upon which the Customer may also contact SuperOffice support.</p> <p>Support includes SuperOffice's best effort in solving software problems based on a detailed description, provided by the Customer, of the problem. Finding a solution is not guaranteed. <u>Administration or configuration of the Service for the Customer is not included in the Agreement.</u></p> <p>Support shall be made available in accordance with the following guidelines:</p> <ul style="list-style-type: none"> * Customers with more than three users must nominate a support contact, who will then act as the Customer's contact point with SuperOffice. * The Customer will use its best effort and most qualified personnel to search the source of the problem and to share detailed information with the support personnel.

Commented [SO9]: We have given you 2 more days to react...

Commented [SO13]: We removed this clause to avoid confusion and unwanted discussions.

Commented [SO10]: It used to be 3, now it's 5 users before you must appoint a Super User. In any case; it's a good idea to have one ...

	<p>* Cases, which do not comply with the above listed conditions, will be invoiced at the applicable SuperOffice hourly consulting fees. <u>Approval of such invoicing should be made in advance.</u></p> <p>The Support only covers the Service when The Service is used in a manner recommended by SuperOffice. The Support does not extend to other applications, configurations, integrations, operating systems and similar. The same applies to Customer’s hardware, internal networks, internet connections or items of peripheral equipment that are independent of the Service.</p> <p>The Support does not cover repairs to or restore of the content of the databases or issues caused by the Customer.</p> <p>SuperOffice reserves the right to recommend a training course or consultancy services if the Support takes the form of general training. SuperOffice similarly reserves the right to send the Customer specifications of possible solutions, which the Customer must attempt to implement in order to solve the problem in question.</p> <p>This Support does not include any form of consultancy services. The Customer may purchase consultancy services in addition to the Support provided according to the Agreement. <u>Such additional consultancy will be made available on a time and material basis on SuperOffice’s from time to time applicable prices.</u></p> <p><u>For more details on the SuperOffice support offering and other programs that enable your success with CRM, visit our customer community or contact us.</u></p>	<p>* Cases, which do not comply with the above listed conditions, will be invoiced at the applicable SuperOffice hourly consulting fees.</p> <p>The Support shall only cover the Service when it is used in a manner recommended by SuperOffice, and as such shall not extend to other configurations in respect of operating systems and browsers and similar. The Support shall also not cover support of anything outside the Service the customer subscribe to, or problems that are only associated to the Customer’s hardware, internal networks and internet connections, and/or items of peripheral equipment that are entirely independent of the Service. The Support shall also not cover repairs to the content of the databases or issues caused by the Customer.</p> <p>SuperOffice reserves the right to recommend a training course or consultancy services if the support takes the form of general training. SuperOffice similarly reserves the right to send the Customer specifications of possible solutions, which the Customer must attempt to, implement in order to solve the current problem.</p> <p>This Support shall not include any form of consultancy services. The Customer can purchase additional professional services as required.</p>
<p>7. Breach of Agreement and limitation of liability</p>	<p>There is a breach of Agreement if one of the parties does not fulfill its obligations as defined in the Agreement. It shall not be regarded as a breach of Agreement by SuperOffice if the Service is unavailable as a result of errors, or has reduced functionality, or the Customer achieves poor response time, in the following cases: i) as a result of circumstances outside SuperOffice’s control, or ii) as a result of circumstances related to the Service, if SuperOffice has corrected or made reasonable efforts to correct the error. SuperOffice’ obligation to correct the error only extends to what is reasonable under the circumstances.</p>	<p>There is a breach of Agreement if the parties do not fulfill the obligations defined in the Agreement. It shall not be regarded as SuperOffice breach of Agreement if the Service is unavailable as a result of errors, or has reduced functionality, or the Customer achieves poor response time as a result of the circumstances outside SuperOffice’s control, or as a result of circumstances related to the Service, given that SuperOffice tries to correct the error within reasonable time. SuperOffice’s obligation to try to correct the error only extends to what is reasonable under the circumstances.</p>

Commented [SO11]: Making agreements in advance is always a good business practise.

Commented [SO12]: A clarification of terms and a reference to more detailed description on the SuperOffice Community.

	<p>SuperOffice does not give any warranty or promise that the functionality in the Software will cover the Customer's individual requirements, expectations or needs. SuperOffice does not warrant nor promise that interruptions or errors will not occur during the operation of the Service.</p> <p>The Customer acknowledges that errors may occur from time to time and waives its right to claim compensation because of errors occurring, except as set out above under clause 5.</p> <p>SuperOffice shall under no circumstances be liable for indirect losses, including, but not limited to lost profits of any kind, losses as a result of delayed startup of operation or operational disruption, lost goodwill and/or third party claims. SuperOffice is only liable for errors in the Software if SuperOffice does not try to correct errors that SuperOffice has confirmed that will be tried corrected. No warranty is given that the error may be satisfactory rectified. Any liability is restricted to the Customers documented direct losses, and such liability shall for the whole lifetime of the Agreement be limited to the compensation for the Agreement period when the error occurred. No liability can be claimed as a result of faults or errors in the Software or the Service, unless expressly stated otherwise in this agreement.</p>	<p>SuperOffice does not give any warranty or promise that the functionality in the Software will cover the Customer's individual requirements, expectations or needs. SuperOffice gives neither any warranty nor any promise that interruptions or errors will not occur during the operation of the Service.</p> <p>The Customer acknowledges that errors may occur from time to time and waives its right to claim compensation as a result of errors occurring (except for reduction of the subscription fee due to lack of Service availability in accordance with the availability level, as set out above under clause 4).</p> <p>SuperOffice shall under no circumstances be responsible for indirect losses, including, but not limited to lost profits of any kind, losses as a result of delayed startup of operation or operational disruption, lost goodwill, deprivation and third party claims. SuperOffice is only liable for errors in the Software if SuperOffice does not try to correct errors that SuperOffice has confirmed that will be tried corrected. No warranty is given that the error may be satisfactory rectified. Any liability is restricted to the Customers documented direct losses, and such liability shall for the whole lifetime of the Agreement be limited to the compensation for one Agreement term. No liability can be claimed as a result of faults or errors in the Software or the Service, unless expressly stated otherwise in this clause 7, cf. however clause 8.</p>
<p>8. Legal Defects</p>	<p>If a third party starts legal action claiming that the Service infringes other's copyright, title or industrial rights, SuperOffice shall at its own expense defend itself and the Customer's interest. This should however only apply to the extent the Customer immediately notifies SuperOffice as soon as it is informed of such claims, that SuperOffice gets full control of the case and that the Customer co-operates with SuperOffice in the negotiations and potential court proceedings. SuperOffice shall in such case cover legal costs and compensation awarded against the Customer. No other claims than those stated in this clause can be put forward against SuperOffice as a result of legal defects.</p>	<p>If a third party starts legal action claiming that the Service infringes other's copyright, title or industrial rights in Norway, SuperOffice shall at its own expense defend the Customer's interest. This should however only apply to the extent the Customer immediately notifies SuperOffice of such claims, that SuperOffice gets full control of the case and that the Customer co-operates with SuperOffice in the negotiations and potential court proceedings. SuperOffice shall in such case cover awarded legal costs and compensation. No other claims than these stated in this clause 8 can be put forward against SuperOffice as a result of legal defects.</p>

Commented [SO15]: Same as «operational disruption» - hence we removed it.

Commented [SO14]: A more specific definition of "the period".

<p>9. Personal Data Processing</p>	<p>SuperOffice will process personal data on behalf of the Customer for the purpose of the Agreement. The parties shall enter a separate Data Processing Agreement (DPA) where Customer is the Controller and SuperOffice the Processor.</p> <p>In order to access the Service, the Customer must provide certain data to SuperOffice, including correct name, contact data and email address of the users. This information is used for secure authentication and access to the Service as well as individual support and service. In addition, the Customer allows SuperOffice access to user-statistics for the purpose of improving and optimizing the Service. User-statistics does not contain Personal Data, all data are anonymized. The SuperOffice Privacy Statement is available in the SuperOffice Trust Center.</p> <p>Furthermore, SuperOffice shall comply with the relevant provisions regarding data privacy and information security of EU Regulation 2016/679 (the General Data Protection Regulation) on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as implemented in the country of legal venue and governing law ref. section 19 in the Agreement.</p>	<p>9. Personal data processing</p> <p>9.1 Purpose The purpose of this clause 9 is to regulate SuperOffice’s processing of personal data on behalf of the Customer whilst providing the Service as further described in the Agreement. In this clause 9, the Customer will be named “Controller”, and SuperOffice will be named “Processor”.</p> <p>9.2 Controller’s responsibilities In order to access the Service, the Controller must provide certain data to the Processor, including correct name, contact data and email address of the users. In addition, the users of the Service must allow the Processor to store and retrieve session information through the use of “cookies” which are necessary to enable the login/logout procedures used in the Service and to ensure that unauthorized persons do not gain access to the Services.</p> <p>The Controller acknowledges and accepts that any personal data that the Controller uploads onto the Service, such as uploaded personal data pertaining to the Controller’s own customers, may be transferred to a third party based in Norway which will provide for hosting of the Service, including the provisioning of all hardware, infrastructure, data storage and communication lines. The obligations of the third party in regards to personal data are set forth in a separate data processing agreement between Processor and the third party within the framework of this clause 9. All data in the Service are stored on servers located in EU/EØS.</p> <p>The Controller is responsible for ensuring that all data subjects that are registered in the Service by the Controller are informed of and have given their consent to the personal data to be processed by the Processor as set forth in this Agreement. The Controller shall in its agreements with the data subjects specify that the Processor will have access to their personal data. The Controller shall in its agreements with the data subjects expressly state that the data subjects, by entering into such agreement, actively consent for the Processor to exploit its access to the data to generate statistics of user patterns that may be used by the Processor’s customer support in order to provide targeted support to the Controller.</p> <p>The Controller is responsible for complying with the Service’s procedures, guidelines, updates and changes at any given time.</p>
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Commented [SO16]: The Data Processing Agreement was previously embedded in the CRM Online agreements as clause 9. Now it is a separate document. Comparing the changes to the new Data Processing Agreement is hard as the new agreement has a different structure and is more extensive, comprehensive and detailed. The new agreement is reflecting the requirements in the General Data Protection Regulation (GDPR) and is a “best Practice” in the field of Data Processing Agreements.

Commented [SO17]: This clause confirms SuperOffice’s compliance to GDPR.

		<p>9.3 Processor’s responsibilities</p> <p>The Processor shall only process personal data on behalf of the Controller as set forth in this Agreement and to the extent it is reasonable and necessary in order to perform its obligations under the Agreement.</p> <p>Furthermore, the Processor shall comply with the relevant provisions regarding data privacy and information security of directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as implemented in the Norwegian Personal Data Act 14.4.2000 no. 31, including the Personal Data Regulations of 15 December 2000 No. 1265. Hereunder the Processor is obliged to take the necessary technical and organizational measures in order to protect the personal data against random/illegal destruction, random loss, and against non-authorized change, distribution or access.</p> <p>The Processor shall take all reasonable steps to ensure that the registered personal data is correct and updated at all times. Hereunder the Processor shall cooperate with the Controller when the data subjects exercise their lawful right to access their own personal data. If the data is not correct, the Processor shall ensure that the data is deleted or corrected.</p> <p>Unless otherwise agreed in writing and unless it is not allowed for the data to be kept for an indefinite period of time, the Processor shall take all reasonable steps in order to delete the data within reasonable time taking into account the purposes they are collected or processed for.</p> <p>The Processor shall not give access to or distribute the data to third parties unless it is necessary or allowed for in accordance with this Agreement, or unless the Controller gives its written consent thereto.</p>
10. Processing of Financial information	In the event that the Customer is a financial institution subject to specific rules and regulations, such rules and regulations shall be regulated in Appendix to the Data Processing Agreement between the parties.	← New section
11. Confidentiality	SuperOffice shall secure that everyone who on behalf of SuperOffice receives information about the Customer and the Customer’s business, relations and other data, marked as confidential information, are obliged to not expose such information to third parties without the Customer’s consent. This applies accordingly for the Customer. The Customer shall also provide that everyone	SuperOffice and everyone that on behalf of SuperOffice receives information about the Customer and the Customer’s business, relations and other data, marked as confidential information, are obliged to not expose such information to outsiders without the Customer’s consent. This applies accordingly for the Customer. The Customer shall also protect and keep in

Commented [SO18]: Special rules apply for Financial institutions. We have decided to regulate these terms in an Appendix.

	that act on behalf of Customer protect and keep confidential all other information that SuperOffice provides to the Customer, or information that the Customer becomes aware of; to the extent that the Customer understands or should have understood that the information is SuperOffice's confidential information. The obligation to keep information confidential shall remain in force after expiry of this Agreement.	secrecy all other information that SuperOffice provides to the Customer, or information that the Customer becomes aware of; to the extent that the Customer should have understood that the information is SuperOffice confidential information. The obligation to keep confidential information secret shall remain in force after expiry of this Agreement.
12. Fees and payments 12.1 Subscription Fees	<p>The monthly subscription fees payable for access to the Service are specified on the Initial Order form. The price is calculated on the basis of the total number of users in each User Plan in effect at any given time. If the Customer orders access for additional users and User Plans, cf. clause 12.4 below, the price per user is the then current SuperOffice official price or, if applicable, the agreed price. The Customer shall be invoiced for added users according to User Plans for the period from the time the order has been confirmed by SuperOffice and to the end of the current Invoicing interval. For subsequent <u>Invoicing intervals</u>, added users will be included in the total number of users per User Plan, when calculating the Subscription fee.</p> <p>The Agreement shall be invoiced per Invoice interval in advance. <u>The invoice shall cover a period according to the agreed Invoice interval. The first Invoice interval shall be calculated with effect from the turn of the month following the Agreement date.</u></p> <p>The Customer may change the Invoice interval. The change will have effect from the next Invoice interval. Prices and subscription fees will be adjusted according to SuperOffice's official price list.</p> <p>This Subscription Agreement is a continuous agreement that runs until terminated by any of the parties according to the provisions in clause 13.</p> <p><u>The Customer accepts that all sales documents and reminders are sent electronically. When SuperOffice has not been provided with an option to email or e-invoice the sales document, SuperOffice is according to local legislation required to send the sales document per post. In these cases, SuperOffice will charge an invoice fee per sales document.</u></p>	<p>The monthly subscription fee payable for access to the Service is specified on the Agreement's order form. <u>The price is calculated on the basis of the total number of users made available to the Service, times the price in effect at any given time.</u> If the Customer orders access for additional users, cf. clause 12 below, the price per user is the then current SuperOffice standard price or, if applicable, the agreed price. The Customer shall be invoiced for added users for the period from the order has been confirmed by SuperOffice and to the end of the current Invoicing period. Added users will be included in the total number of users based to calculate the invoice fee for subsequent Invoicing periods. <u>If the agreed storage space is reaching the limit according to the agreement, SuperOffice will send a notification as it happens and the invoice fee for additional storage will be included for the subsequent Invoicing periods.</u></p> <p>The Agreement shall be invoiced in advance. The invoice shall cover a period of 3 months. The first invoice period shall be calculated from the turn of the month following the Agreement date. SuperOffice shall deduct any fee reductions as a result of the unavailability of the Service, cf. clause 4.</p> <p>Other amounts shall be invoiced after the relevant service has been performed and at the agreed prices. <u>SuperOffice may change the prices for the Services with 4 months prior notice, with effect from the start of the following Invoice period</u></p>
12.2 Usage Limits	In the Service, some resources/features are limited to a specified usage level. These resources and limits are specified in the official price list (i.e. size of storage, no. of mailings, etc). Usage exceeding these limits, are invoiced on a	← New section

Commented [SO22]: It used to be "Users", now it is "User Plans". This was introduced in 2015 and all our customers are currently using the official pricelist. This clause does not represent any change of terms, pricing or invoicing practice.

Commented [SO19]: It used to called «Invoicing Period», now it is "Invoicing Interval". Basically the same, but according to an improved clause 3 – Definitions.

Commented [SO23]: In the new agreement described as "Metered Service".

Commented [SO20]: A more flexible opportunity than the fixed set of 3 months in the old agreement.

Commented [SO24]: This is moved to Clause 16 in the new agreement. It is still 4 months' notice.

Commented [SO21]: A new section to describe the more state-of-the-art way of digital communication.

Commented [SO25]: Usage Limits and "Metered Services" is something we introduced as new services in 2015, and it is part of our official Price List. We have now included a description of this in the new MSA.

	Pay-per-use principle as a “Metered Service” in addition to the price of Users/User Plans and added to the subsequent Invoicing interval. Actual and current usage of metered services is available for Customer’ administrators in the Service’ Administration module.	
12.3 Additional services	Remuneration for other services, such as approved consulting fees, shall be invoiced after the relevant service has been performed and at the agreed prices.	← New section
12.4 Amendments to the number of users	<p>Customer may expand the Agreement to cover additional users at any time. The order shall be issued by the person with the authority to commit the Customer. The order is binding for Customer when issued and becomes part of the Agreement upon SuperOffice’s confirmation of the order. The order will be implemented after SuperOffice has confirmed the order. Thereafter, the order is part of this Agreement.</p> <p>The Customer can reduce the number of users per User Plan for the Service. The reduction of the number of users covered by this Agreement must be done in writing. Reductions will have effect from the end of the current Invoice interval, under the provision that a written notice of such reduction is sent and received at least 30 days prior to the end of the running Invoice interval. If the reduction notice is not issued in accordance with this provision, the Subscription fee will not be reduced until the subsequent Invoice interval, in which this provision of 30 days’ notice is satisfied. Downgrading a User Plan to a User Plan with less functionality, may cause loss of content, features or capacity of the Service as available to Customer under Customer Account, and SuperOffice does not accept any liability for such loss.</p>	<p>Customer can expand the Agreement to cover additional users at any time. These orders shall be issued by e-mail or by using an order form. The order shall be issued by the person with the authority to commit the Customer, as specified on the Agreement’s order form. The order is binding for Customer when issued, and becomes a part of the Agreement upon SuperOffice’s confirmation of the order via e-mail. The order will be implemented after SuperOffice in writing has confirmed the order. Thereafter, the order is a part of this Agreement.</p> <p>The Customer can reduce the number of users for the service. The reduction of the number of users covered by this Agreement must be done in writing. Reductions will have effect from the end of the current Agreement period, under the provision that a written notice of such reduction is sent and received at least 30 days prior to the end of the running Agreement period. If the reduction notice is not issued in accordance with this provision, the Agreement fee will not be reduced until the subsequent Agreement period in which this provision of 30 days’ notice is satisfied. Downgrading Your Service Plan (From Professional to Standard) may cause loss of content, features, or capacity of the Service as available to You under Your Account, and SuperOffice does not accept any liability for such loss.</p>
13. Termination of Agreement	Each party may terminate the Agreement. The termination of the Agreement must be done in writing and will have effect from the end of the running Agreement period. If the customer terminates before the end of the current Agreement period, the customer will still have to pay for the entire Agreement period. A written notice of termination shall be sent to the other party at least 30 days prior to the end of the Agreement period. The termination shall not involve any form of refund of the compensation and shall only indicate that the Agreement will not be extended for a subsequent Agreement period.	Each party can terminate the Agreement. The termination of the Agreement must be done in writing and will have effect from the end of the running Agreement period. If the customer terminates before the end of the current Agreement period, the customer will still have to pay for the entire Agreement period. A written notice of termination shall be sent to the other party at least 30 days prior to the end of the Agreement period. The termination shall not involve any form of refund of the compensation and shall only indicate that the Agreement will not be extended for the next Agreement period.

Commented [SO26]: To make things clear, we have just added what everybody thinks is fair: as a customer you pay for the service when it’s done and at the price we have agreed.

Commented [SO27]: Same meaning, but the term «User” is changed to the current term “User Plan”.

	<p>If the notice of termination is not issued in accordance with the provisions in the first paragraph, the Agreement shall be automatically renewed for a new Invoice interval.</p> <p>If the Customer fails to make payments when payments are due, or falls into arrears or otherwise does not fulfill its obligations pursuant to the Agreement, SuperOffice shall have the right to terminate the Agreement with immediate effect. SuperOffice shall have the right to suspend user login, when outstanding payments remain after notice from SuperOffice.</p> <p>Transfer of data The Customer will have an option to receive a copy of its data from the Service and must request this from SuperOffice with at least 3 working days prior notice. Upon the termination of the Agreement, the Customer's main user (the Administrator), will be directed to a web-site where documents in a .zip file and the database in a .bak file can be downloaded. After 30 days following termination, all data belonging to the Customer will be removed from SuperOffice's servers and facilities, unless SuperOffice is obligated to keep data due to requirements set down in mandatory law.</p> <p>SuperOffice may assist the Customer in converting data to another format as specified by the Customer. SuperOffice will invoice accrued time as a result of such provision and conversion of data according to SuperOffice prevailing rates for such assistance. Such assistance requires that all outstanding payments are settled by the Customer.</p>	<p>If the notice of termination is not issued in accordance with the provisions in the first paragraph, the Agreement shall be automatically renewed for a new Agreement period.</p> <p>If the Customer does not pay amounts when due, or otherwise does not fulfill its obligations pursuant to the Agreement, SuperOffice shall have the right to terminate the Agreement with immediate effect. SuperOffice shall have the right to suspend user login, when outstanding payments remain after notice from SuperOffice.</p> <p>Transfer of data The Customer will have an option to retrieve a copy of its data from the Service and must request such retrieval from SuperOffice with at least 3 working days prior notice. Upon the termination of the Agreement, the Customer's main user (the Administrator), will be directed to a special URL when logging in with the option to download documents in a .zip file and the database in a .bak file. After 30 days, all data belonging to the Customer will be removed from SuperOffice's servers and facilities.</p> <p>SuperOffice can consent to assist in converting data to another format as specified by the Customer. SuperOffice will invoice accrued time as a result of such provision and conversion of data according to SuperOffice prevailing rates for such assistance. SuperOffice reserves the right to withhold, Customer data for any breach of this Agreement, including, non-payment.</p>
<p>14. Transfer of Rights</p>	<p>SuperOffice can in whole or partly, transfer its rights and/or obligations pursuant to this Agreement, as long as this does not hinder the performance of the Agreement. This should be announced if possible with a 30 days' notice.</p> <p>The Customer cannot transfer its rights and obligations pursuant to this Agreement without SuperOffice's written approval. Such approval cannot be unreasonably withheld. SuperOffice may in whole or partly let its obligations pursuant to the Agreement be performed by a third party, and SuperOffice may use sub-suppliers.</p> <p>SuperOffice is still fully responsible for the Service towards the Customer also when using such sub-suppliers.</p>	<p>SuperOffice can in whole or partly, transfer its rights and/or obligations pursuant to this Agreement, as long as this does not substantially hinder the performance of the Agreement. The Customer cannot transfer its rights and obligations pursuant to this Agreement without SuperOffice written approval. Such approval cannot be unreasonably rejected. SuperOffice can in whole or partly let its obligations pursuant to the Agreement be performed by a third party.</p>

Commented [SO28]: I.e. the GDPR requirements.

Commented [SO30]: To withhold customer data based on such reasons have been removed from our new agreement.

Commented [SO29]: That is fair, isn't it?

Commented [SO31]: We did not use to have one, so we have set a time-limit to ourselves to provide notice.

Commented [SO32]: This is a GDPR requirement.

<p>15. Customer and user communication</p>	<p>The Customer is obligated to provide SuperOffice with contact details, including full name, email and mobile phone, on primary contacts responsible for system administration, security and agreements. SuperOffice will store contact details on all users of the service. See clause 9 in this agreement, the SuperOffice Privacy Statement and the Data Processing Agreement for further details.</p> <p>All changes in the Customer’s contact information, including address changes and changes of the Customer’s contact person with the authority to commit the Customer, shall be communicated in writing to SuperOffice. The Customer undertakes to provide correct information regarding the User’s identity and a correct and legitimate e-mail address at all times. The Customer agrees that SuperOffice from time to time may send the Customer and Users relevant and/or important information about the service, unless the Customer specifically asks not to receive such information. Note that because this Service is an centralized online software service, it may be necessary from time to time to send all Customers and Users important information or notifications related to the operation of the Service. Such notifications can be sent all users, regardless of their subscriptions preferences and consents.</p>	<p>The Customers agrees that SuperOffice in its marketing can refer to the Customer and its usage of the Software. The Customer agrees that SuperOffice from time to time can send the Customer relevant information, including marketing materials from SuperOffice, unless the Customer specifically asks not to receive such information. Note that because this Service is an online software application, it may be necessary to send all Customers important information or notification related to the operation of the Service from time to time. Such notifications include any who otherwise have opted-out from receiving relevant information. SuperOffice will not at any times provide Customer data or personal information to any third party for any purpose other than assisting SuperOffice in the operation and delivery of the Service.</p> <p>All changes in the Customer’s contact information, including address changes and changes of the Customer’s contact person with the authority to commit the Customer, shall in writing be communicated to SuperOffice. The Customer undertakes to provide correct information regarding the User’s identity and a correct and legitimate e-mail address at all times.</p>
<p>16. Modifications to Terms of Service</p>	<p>SuperOffice reserves the right to make amendments to the terms and conditions of this Agreement with 4 months prior notice. If amendments are governed in a clause of this Agreement, the stated prior notice applies. All Customers will be informed of such amendments by email or through the information being made available on SuperOffice’s websites, Trust Center or Customer Community.</p>	<p>SuperOffice reserves the right to make amendments to the terms and conditions of this Agreement with 4 months prior notice, with effect from the start of the following Invoice period. If amendments are governed in a clause of this Agreement, the stated prior notice applies. All Customers will be informed of such amendments by email or through the information being made available on SuperOffice’s websites or Customer support pages.</p>
<p>17. Intellectual Property and data Ownership</p>	<p>SuperOffice warrants that SuperOffice is the sole owner and holder of any and all the Intellectual Property Rights required for the delivery of the Service to its Customers. SuperOffice warrants that the SuperOffice software will at all times comply with applicable laws and regulations such as laws pertaining to competition, taxation, corruption and accounting and that SuperOffice has all required regulatory licenses, permits and authorizations to provide the Service. Customer shall own the Customer Data. SuperOffice shall not acquire any right, title or interest to the Customer Data and SuperOffice shall not use the Customer Data for any other purpose than as strictly needed to provide the SaaS services in accordance with this Agreement.</p>	<p>← New section</p>

Commented [SO33]: We did not want to assume this was acceptable by everyone, so we removed it from the new agreement.

Commented [SO34]: This has been removed in compliance with GDPR. You will have to subscribe our newsletters to get “marketing material” these days.

Commented [SO35]: GDPR compliance issues.

18. Disputes	The rights and obligations of the parties under the Agreement shall in their entirety be governed by the national law applicable to SuperOffice. If a dispute arises in connection with the interpretation of the Agreement, the parties shall attempt to resolve the dispute through amicable negotiations. If the dispute cannot be resolved in this way, it shall be referred to the ordinary courts of law <u>at the registered address of SuperOffice entity you are contracting with.</u>	The rights and obligations of the parties under the Agreement shall in their entirety be governed by the national law applicable to SuperOffice. If a dispute arises in connection with the interpretation of the Agreement, the parties shall attempt to resolve the dispute through amicable negotiations. If the dispute cannot be resolved in this way, it shall be referred to the ordinary courts of law at the registered address of SuperOffice as the exclusive venue.																																								
19. Who Customer is contracting with	Below is a table with details of which SuperOffice entity the Customer is contracting with <u>and the corresponding governing law and courts.</u>	<table border="1"> <thead> <tr> <th data-bbox="990 491 1099 528">If you are domiciled in:</th> <th data-bbox="1106 491 1216 528">You are contracting with:</th> <th data-bbox="1223 491 1368 528">Notices should be sent to:</th> <th data-bbox="1375 491 1485 528">The governing law is:</th> <th data-bbox="1491 491 1601 528">The courts having exclusive jurisdiction are:</th> </tr> </thead> <tbody> <tr> <td data-bbox="990 533 1099 576">Denmark</td> <td data-bbox="1106 533 1216 576">SuperOffice Danmark A/S</td> <td data-bbox="1223 533 1368 576">Delta Park 46, DK-2665 Vallensbæk Strand, Danmark</td> <td data-bbox="1375 533 1485 576">Danish</td> <td data-bbox="1491 533 1601 576">Copenhagen, <u>Denmark</u></td> </tr> <tr> <td data-bbox="990 580 1099 624">Finland and Sweden</td> <td data-bbox="1106 580 1216 624">SuperOffice Sweden AB</td> <td data-bbox="1223 580 1368 624">Ynglingagatan 14, SE-113 47 Stockholm, Sverige</td> <td data-bbox="1375 580 1485 624">Swedish</td> <td data-bbox="1491 580 1601 624">Stockholm, <u>Sweden</u></td> </tr> <tr> <td data-bbox="990 628 1099 671">Norway</td> <td data-bbox="1106 628 1216 671">SuperOffice Norge AS</td> <td data-bbox="1223 628 1368 671">Wergelandsveien 27 NO-0167 Oslo, Norge</td> <td data-bbox="1375 628 1485 671">Norwegian</td> <td data-bbox="1491 628 1601 671">Oslo, Norway</td> </tr> <tr> <td data-bbox="990 676 1099 719">Germany</td> <td data-bbox="1106 676 1216 719">SuperOffice GmbH</td> <td data-bbox="1223 676 1368 719">Martin-Schmeißer-Weg 3b, D-44227 Dortmund, Germany</td> <td data-bbox="1375 676 1485 719">German</td> <td data-bbox="1491 676 1601 719">Dortmund, Germany</td> </tr> <tr> <td data-bbox="990 724 1099 767">United Kingdom and Ireland</td> <td data-bbox="1106 724 1216 767">SuperOffice Software Ltd.</td> <td data-bbox="1223 724 1368 767">Cranfield Innovation Centre, Cranfield University Technology Park, University Way, Cranfield, Bedfordshire, MK43 0BT, United Kingdom</td> <td data-bbox="1375 724 1485 767">UK</td> <td data-bbox="1491 724 1601 767">Milton Keynes, UK</td> </tr> <tr> <td data-bbox="990 772 1099 815">Switzerland</td> <td data-bbox="1106 772 1216 815">SuperOffice AG</td> <td data-bbox="1223 772 1368 815">Uferstrasse 90, 4057 Basel, Switzerland</td> <td data-bbox="1375 772 1485 815">Swiss</td> <td data-bbox="1491 772 1601 815">Basel, <u>Switzerland</u></td> </tr> <tr> <td data-bbox="990 820 1099 863">Netherlands, Belgium and Luxembourg</td> <td data-bbox="1106 820 1216 863">SuperOffice Benelux B.V.</td> <td data-bbox="1223 820 1368 863">Emmasingel 29.41, 5611 AZ Netherlands</td> <td data-bbox="1375 820 1485 863">Dutch</td> <td data-bbox="1491 820 1601 863">Eindhoven, <u>the Netherlands</u></td> </tr> </tbody> </table>	If you are domiciled in:	You are contracting with:	Notices should be sent to:	The governing law is:	The courts having exclusive jurisdiction are:	Denmark	SuperOffice Danmark A/S	Delta Park 46, DK-2665 Vallensbæk Strand, Danmark	Danish	Copenhagen, <u>Denmark</u>	Finland and Sweden	SuperOffice Sweden AB	Ynglingagatan 14, SE-113 47 Stockholm, Sverige	Swedish	Stockholm, <u>Sweden</u>	Norway	SuperOffice Norge AS	Wergelandsveien 27 NO-0167 Oslo, Norge	Norwegian	Oslo, Norway	Germany	SuperOffice GmbH	Martin-Schmeißer-Weg 3b, D-44227 Dortmund, Germany	German	Dortmund, Germany	United Kingdom and Ireland	SuperOffice Software Ltd.	Cranfield Innovation Centre, Cranfield University Technology Park, University Way, Cranfield, Bedfordshire, MK43 0BT, United Kingdom	UK	Milton Keynes, UK	Switzerland	SuperOffice AG	Uferstrasse 90, 4057 Basel, Switzerland	Swiss	Basel, <u>Switzerland</u>	Netherlands, Belgium and Luxembourg	SuperOffice Benelux B.V.	Emmasingel 29.41, 5611 AZ Netherlands	Dutch	Eindhoven, <u>the Netherlands</u>
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Commented [SO36]: In the old agreement, the only valid jurisdiction and governing law was the Norwegian. In the new agreement, you can also choose the court in your own country.

Commented [SO37]: The governing law and courts are now defined by the SuperOffice entity you are contracting with. It used to be Norwegian only ...