TERMS OF SERVICE (KEEPIT A/S)

Last updated May 2022

1. BACKGROUND AND PURPOSE

1.1.　Keepit is a software company specializing in cloud-to-cloud back-up and recovery services.

1.2.　The Agreement sets forth the legally binding terms and conditions governing the Customer's right to use the Services.

2. DEFINITIONS

2.1.　In these Terms all capitalized terms used shall have the meanings given to them below:

2.2.　**Agreement** means the Order Form and all annexes and schedules thereto, including these Terms.

2.3.　**Account** means a unique user identification name and password assigned to the Customer to enable an admin account in connection with the provision of the Services.

2.4.　**Affiliate** means, with respect to a Party, any corporation or other business entity controlled by, controlling or under common control with that Party whereby control means (i) the direct or indirect ownership of more than 50 % (fifty percent) of the equity interest in such cooperation or business entity, or (ii) the ability in fact to control the management decisions of such corporation or business entity.

2.5.　**Authorized Reseller** means an entity appointed by Keepit to resell the Services to the Customer.

2.6.　**Confidential Information** means any information of a confidential or non-public nature disclosed by one Party as a disclosing Party to the other Party as a receiving Party that is either designated as confidential or proprietary at the time of disclosure or should be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure.

2.7.　**Customer** means the Customer identified in the Order Form.

2.8.　**Customer Content** means all data, including text, sound, video or image files, and software that the Customer stores, generates, accesses, imports, exports, receives or sends through the Customer's use of the SaaS Workload(s). For example, Customer Content will include emails and attachments, SharePoint Online site content, or instant messaging conversations.

2.9.　**Fees** means the fees set forth in the Order Form.

2.10.　**Keepit** means Keepit A/S, Per Henrik Lings Allé 4, 7th floor, 2100 Copenhagen OE, Denmark.

2.11.　**Managed Service Provider** means an Authorized Reseller that in addition to reselling the Services remotely manages the Customer's IT infrastructure, and through access to the Customer's SaaS Workload(s) and the Services provides ongoing and regular support and active administration of the aforementioned.

2.12.　**Order Form** means an ordering document specifying the Services to be provided to the Customer entered into between the Customer and Keepit or between the Customer and an Authorized Reseller. By entering into such ordering document, the Customer agrees to be bound by the Agreement.

2.13.　**Party** means either the Customer or Keepit individually; **Parties** means the Customer and Keepit jointly.

2.14.　**Representatives** means employees, agents, suppliers and other third parties collectively.

2.15.　**SaaS Workload(s)** means the third-party cloud solution(s) mentioned in the Order Form for which the Customer can use the Services to provide backup and recovery, such as Microsoft 365.

2.16.　**Seats** means the metric Keepit uses to measure the Customer's consumption of the Services as well as representing the Customer's entitlement to use the Services. The Seats the Customer is entitled to use is stipulated in the Order Form. (Please see "Keepit Service Guide" for more information on how Keepit counts Seats).

2.17.　**Service Credits** means additional days of service which are added to the term of the relevant Order Form.

2.18.　**Services** means the Keepit cloud backup and recovery services, supplied by Keepit to the Customer, as identified in the Order Form.

2.19.　**Terms** mean these Terms of Service.

2.20.　**Use Limitations** means any use limitations or restrictions with respect to the Customers use of the Services set forth in the applicable Order Form or these Terms

2.21.　**User(s)** means user accounts with different privileges of access and usage to the Services under the Account.

2.22.　**UserID** means a unique user identification name and password which each User will receive in order to access the Services.

3. SERVICES

3.1. The Services provide cloud-to-cloud backup and recovery for the SaaS Workload(s) stated in the Order Form. In accordance with the Agreement the Customer will have access to the specified Services for the duration of the term set out in the Order Form and any renewals thereof.

3.2. The Services, generally stated, enable the Customer through the Services to extract Customer Content from the SaaS Workload(s) and create backups on the Keepit platform, recover Customer Content from such backups, restore Customer Content back to where the Customer Content originally resided and download Customer Content using the export/restore tools offered.

3.3. Keepit will use commercially reasonable efforts to make the Services available to the Customer, subject to the terms of the Agreement. In order to provide the Services to the Customer, the Customer will be responsible for maintaining valid and active access to SaaS Workloads(s) and paying all costs for such SaaS Workload(s).

4. PROOF OF CONCEPT AND FREE SERVICES

4.1. Services provided for proof of concept (for trials or evaluations) are provided at no charge, and their use will be for a limited duration solely determined by Keepit.

4.2. From time to time, Keepit may make certain Services available for full use, i.e., not subject to limited proof of concept purposes at no charge. These free Services may have limited features, functions, and other technical limitations compared to paid versions.

4.3. Notwithstanding anything to the contrary in these Terms, Keepit does not provide maintenance and support, warranties, or indemnification for Services provided as part of a proof of concept or as free Services, except for free Services delivered in conjunction with paid Services.

5. USE OF SERVICES

5.1. Keepit grants to the Customer, in accordance with the Agreement and subject to the Use Limitations, a limited, non-exclusive, revocable, non-sublicensable, non-transferable right to use and access the Services solely for the Customer's internal business purposes. The Customer will not be provided with and shall have no right to any software code. In addition, the Customer may, subject to these Terms, permit its Affiliates, third-party contractors, Managed Service Providers, agents and outsourcers to use and access the Services solely on behalf of and for the benefit of the Customer.

5.2. The Customer will be assigned an Account in connection with the provision of the Services. Within the Account, the Customer may create and authorize additional Users, each with a UserID.

5.3. The Customer is responsible for all activities that occur under the Account and any use of any UserID. Keepit reserves the right to suspend and, subject to prior notification, terminate the Account or any UserID that Keepit reasonably determines may have been used by an unauthorized third party or otherwise used improperly. The Customer agrees to immediately notify Keepit of any unauthorized use of an UserID or the Account or any other breach of security.

5.4. The Customer is responsible for maintaining security around credentials for accessing the Services and, when applicable, security around the Customer identity provider which may be used to authenticate against the Services.

5.5. The Customer agrees to: (i) provide and maintain true, accurate, current, and complete information when the Customer registers for the Services; (ii) update such information to keep it true, accurate, current and complete; and (iii) only open up an Account for the Customer. If the Customer provides any information that is untrue, inaccurate, not current or incomplete, or Keepit has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Keepit has the right to suspend and, subject to prior notification, terminate the Account and to refuse to provide the Customer any current or future use of the Services (or any portion thereof).

5.6. The Customer is (i) responsible for any necessary hardware, software and connectivity required to access the World Wide Web and to use the Services, including without limitation, any fees associated with establishing and maintaining such access; (ii) responsible for Users' compliance with the Agreement, (iii) solely responsible for the accuracy, quality, integrity and legality in all applicable jurisdictions of any Customer Content, the means by which the Customer acquired the Customer Content, and for securing Keepit's right to retrieve and store the Customer Content in connection with the Services, (iv) responsible for preventing unauthorized access to or use of the Services, and (v) permitted to use the Services only in accordance with the online materials furnished by Keepit that describe the features, functionality or operation of the Services and in a manner consistent with all applicable laws and regulations.

5.7. The Customer will not make the Services available to any third party for the purpose of selling, reselling, renting or leasing the Services.

5.8. Keepit reserves the right to monitor, collect, and use utilization-related information of the Customer. In addition, Keepit reserves the right to collect other usage-related information from time-to-time, which will be anonymized and aggregated with information collected from other customers, e.g., used for knowledge publications, internal research and development purposes, to electronically verify Customer's compliance with the Use Limitations set forth in the Agreement etc.

6. ACCEPTABLE USE POLICY

6.1. Customer agrees not to use the Services knowingly to collect, upload, transmit, display, or distribute any Customer Content (i) that violates third-party rights; or (ii) that is in violation of any law, regulation, obligations or restrictions imposed by any third party.

6.2. In addition, the Customer agrees to take reasonable precautions to avoid and not knowingly to: (i) upload, transmit, or distribute to or through the Services any computer viruses, worms, time bombs, Trojan horses or any software intended to damage or alter a computer system or data; (ii) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or procedures of such networks; (iii) attempt to gain unauthorized access to the Services (or to other computer systems or networks connected to or used together with the Services), whether through password mining or any other means; (iv) harass or interfere with any other User's use of the Services; or (v) use software or automated agents or scripts to produce multiple Accounts on the Services (except for Users allowed hereunder or otherwise agreed by the Parties). Keepit may, at its discretion, apply automatic monitoring, filtering, and deny performance of activities that do not comply with the Agreement.

6.3. Subject to the following, Keepit reserves the right to modify or discontinue any features, functionality, and other attributes of the Services at any time in its sole discretion. Keepit will provide written notice to the Customer prior to any discontinuation or any material changes to the Services. Keepit will not be obliged to provide such notice, if the discontinuation is necessary to address an emergency or threat to the security or integrity of the Services, respond to claims or litigation, or comply with any appliable law or regulatory requirements or requests of a government entity. Keepit will not be liable in connection with its modification or discontinuation of the features, functionality, and other attributes of the Services. Keepit's right under this Section will not limit the Customers ability to perform back-ups of the SaaS Workload(s).

7. FEES, PAYMENT AND VERIFICATION

7.1. As consideration for Keepit's provision of the Services under the Agreement, the Customer will pay the Fees. Keepit reserves the right (in addition to any other rights or remedies Keepit may have) to discontinue the Services and suspend all UserID's and the Customer's access to the Services upon prior written notice if any Fees owed are overdue and the Customer fails to pay the default payment within ten (10) days of written request to do so until such amounts are paid in full.

7.2. Each Party shall individually bear the bank charges levied by their own bank in connection with the transfer, payment of or receipt of any Fees.

7.3. Keepit and/or the Authorized Reseller is entitled to conduct true-up adjustments based on the Customers actual consumption of the Services compared to the Customer's entitlement of Seats stated in the Order From. If the Customer exceeds the amount of Seats specified in the Order Form, Keepit and/or the Authorized Reseller will notify the Customer hereof. From the receipt of such notification the Customer will have 30 days to reduce the amount of Seats to fit the entitlement. Keepit and/or the Authorized Reseller shall have the right to invoice the Customer additional fees related to such true-up adjustments, which shall be payable in accordance with the payment terms set out in the Order Form at list price and shall take effective the following month from when the exceeded usage was identified.

8. DATA RETENTION

8.1. The Customer can configure data retention rules for the Customer Content within the Services. Data retention refers to the amount of time a data object remains in the backup after being deleted from the Customer's SaaS Workload(s) backed up by the Services. The Order Form will describe the data retention included in the Agreement.

9. DATA LOCATION

9.1. Keepit's data centers are located as follows:

Continent	City, Country
Asia-Pacific	**Sydney**, Australia
Europe	**Copenhagen**, Denmark (EU)
	Frankfurt, Germany (EU)
	London, United Kingdom (UK)
Americas	**Ashburn**, Virginia (USA)
	Toronto, Canada

9.2.   The Customer determines on the Order Form from which location the Services shall be provided by Keepit.

9.3.   The Customer appoints Keepit to transfer Customer Content to the Services which will be stored exclusively in the location chosen by the Customer.

9.4.   It is the responsibility of the Customer to choose a location suitable for the storage of Customer Content. For example, if Customer Content may not be exported out of the EU, then the Customer must choose the EU location for the Services.

9.5.   Keepit does not control or limit the locations from which the Services can be accessed by the Customer, and to or from which location transfers can be made by the Customer.

10.   SERVICE LEVEL AGREEMENT (SLA)

10.1.   Access to the Services relies on the Keepit web application and the API front-end servers providing data thereto, in the data center location where the Customer has chosen to have the Services delivered.

10.2.   Keepit will monitor the availability of the API front-end servers. In the event that all front-end servers for the location chosen by the Customer are unavailable for HTTPS services for more than one full minute, this will count as "downtime". Scheduled maintenance windows are excluded from this downtime. Keepit will notify any significant outage in availability known to Keepit, including scheduled maintenance, on its website, at https://status.keepit.com/. The Customer must subscribe there to receive direct notifications regarding availability. In case product functionality is unavailable and this is not covered by the aforementioned monitoring, this must be raised as a support issue instead and will not count as "downtime". Keepit will upon request provide access to an automated availability report. See Section 19 for details on support.

10.3.   The Services availability goal for Keepit is to deliver 99.9% uptime (0.1% or less downtime as defined above) over any calendar quarter.

10.4.   If Keepit does not meet such an availability goal during a calendar quarter falling within the term of an Order Form, the Customer will be eligible for receiving Service Credits as per Table 1 below. In order for the Customer to receive such Service Credits, the Customer must claim the Service Credits by sending an email, during the term of such Order Form, to Keepit at business.support@keepit.com. Keepit will then provide the Customer with Service Credits according to Table 1 below. The Service Credits may only be applied to the Order Form with respects to which the Services availability goal was not met, have no cash value, and shall be the sole and exclusive remedy for a failure by Keepit to meet the stated availability goal.

Table 1: Service Credits

Availability	Service Credits
100 % – 99,90 %	N/A
99,89 % – 99,8 %	1 day added to the Customer's current Order Form term (1 free day)
99,79 % – 99,0 %	5 days added to the Customer's current Order Form term (5 free days)
98,99 % – 95,0%	10 days added to the Customer's current Order Form term (10 free days)
Lower than 95,0%	20 days added to the Customer's current Order Form term (20 free days)

10.5.   Unless the Customer chooses different parameters for back-ups in the Services (including scope and timing), Keepit's policy is to provide at least one (1) back-up per day. In the event a backup is already in progress, a new backup will not start until the already running backup is completed. Initial upload, large dataset changes, significant backup reconfigurations and other events may cause a backup to run for longer than usual.

10.6.   The operational status of the data centers and incident reports are available at https://status.keepit.com/.

11. SLA EXCLUSIONS

11.1. The SLA does not apply to any performance or availability issues due to:

a) factors outside Keepit's reasonable control (for example outage by an infrastructure provider or a SaaS Workload(s), or a force majeure event);

b) the Customer's, end-user's, or any third-party's equipment, services, actions or lack thereof; and/or

c) Keepit's scheduled maintenance or version upgrades.

12. INDEMNIFICATION

12.1. Keepit will defend, indemnify, and hold the Customer harmless from any claim asserting that the Services infringe any intellectual property right of a third party. In such an event Keepit will pay any and all damages awarded by a court and actually paid by the Customer or agreed to in settlement by Keepit and attributable to such claim. Customer shall promptly notify Keepit of any such claims. Keepit shall, in any event, have an irrevocable right to take over the matter at its own expense and thus institute proceedings or enter into settlements concerning the alleged infringements.

12.2. If the Services are found to infringe, or if Keepit determines in its sole opinion that the Services are likely to be found to infringe the intellectual property right of a third party, then Keepit will either; a) obtain the right for the Customer to use the Services; b) bring the infringement to an end by modifying or replacing the Services with another service which possesses substantially the same functions as the Services, or c) if a or b are not commercially reasonable Keepit may terminate the Agreement with immediate effect against repayment of the remaining unused portion of the Fees prepaid by the Customer from the date of termination.

13. LIMITATION OF LIABILITY

13.1. No limitation on liability shall apply to Keepit's liability to pay damages finally awarded pursuant to Section 12 (Indemnification).

13.2. The aggregated liability of each Party for any non-performance of its obligations under the Agreement shall in no event exceed an amount equal to the Fees paid during the twelve (12) months immediately preceding formal written notice of the claim for liability. Under no circumstances, including any infringement claims, shall the Parties be liable for any loss of profit or indirect or consequential losses, including but not limited to: re-procurement costs, interrupted communications, loss of goodwill, loss of revenue or profits, or for any other special, incidental, punitive or consequential damages, or lost profits, even if a Party has been advised of the possibility of such damages.

13.3. Nothing in this Section shall limit the Customer's payment obligations under the Agreement.

14. FORCE MAJEURE

14.1. Neither Party shall be in breach of the Agreement nor be considered liable towards the other Party for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond the reasonable control of the relevant Party which could not have been taken into account at signing and could not reasonably have been avoided nor surmounted by the relevant Party.

14.2. The following circumstances are considered force majeure: war, civil war, natural disasters, or other extraordinary events outside of the Party's reasonable control.

14.3. If either Party is prevented from or delayed in performing any of its obligations under the Agreement by reason of a force majeure, such Party shall notify the other Party in writing as soon as practicable after the onset of such force majeure. The Party's obligations will be suspended until the time when the Party is again able to meet its obligations. If the obstacle lasts more than sixty (60) days, the other Party will be entitled to terminate the Agreement by providing one (1) month notice in writing if the force majeure circumstances exist at the time of the notice.

15. CONFIDENTIAL INFORMATION

15.1. Each Party shall comply with these legal requirements pertaining to Confidential Information and treat Customer Content as such.

15.2. Each Party undertakes to not disclose Confidential Information to any third party at any time without the other Party's prior written consent, except as otherwise permitted hereunder.

15.3. Each Party undertakes to implement the necessary measures in order to prevent unauthorized third-party access to such Confidential Information and to only use Confidential Information for the performance of these Terms.

15.4. Each Party shall ensure that access to Confidential Information is limited to authorized Representatives on a need-to-know basis and that such Representatives are subject to confidentiality obligations at least as restrictive as the terms of the Agreement (provided that the Party disclosing the Confidential Information to its Representatives shall be responsible for any actions of its Representatives).

15.5. Either Party may disclose certain Confidential Information of the disclosing Party, without violating the obligations of the Agreement, to the extent such disclosure is required by a valid and effective subpoena, order or other document issued by a court, governmental body or competent jurisdiction or stock exchange, provided that the receiving Party provides the disclosing Party with a prompt and practicable written notice of the existence, terms and circumstances of such a disclosure and makes a reasonable effort to obtain, or to assist the disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or waiving the receiving Party's compliance with the provisions of the Agreement. In the event that such protective order or other protection is denied and that the receiving Party or any of its Representatives are nonetheless legally compelled or requested to disclose such information, it or its Representatives, as the case may be, will furnish only that portion of the Confidential Information that its legal counsel advises it as being required and will exercise all commercially reasonable efforts to preserve the confidentiality of the remainder of the Confidential Information.

15.6. The confidentiality obligations in this Section do not apply with respect to information that:

a) is already lawfully known to the receiving Party as of the date of disclosure hereunder; or

b) is documented to have been disclosed to the other Party by a third party that has not been subject to a confidentiality obligation; or

c) is already in the public domain or public knowledge at the time of receipt by the receiving Party or comes into the public domain other than through a breach of the terms of the Agreement by the receiving Party or by any recipient to whom disclosure of Confidential Information by the receiving Party is permitted; or

d) is independently developed by the receiving Party without the use of the Confidential Information received from the disclosing Party.

15.7. The confidentiality obligations in this Section shall survive the termination of the Agreement.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. The Customer acknowledges that Keepit and its Affiliates retains all rights, title and interest in and to the Services, as well as to all proprietary software, materials, formats, interfaces, information, data and content used by Keepit or provided to the Customer in connection with the Services, and that these are protected by intellectual property rights owned by or licensed to Keepit. Other than as expressly set forth in the Agreement, no license or other rights in the Services are granted to the Customer, and all such rights are hereby expressly reserved by Keepit and Keepit's Affiliates.

16.2. The Customer retains all rights, title, and interest in and to the Customer Content. The Customer grants Keepit a fully paid-up, non-exclusive, royalty-free, non-transferable license to use the Customer Content for the term of the Agreement for the sole purpose of providing the Services to the Customer.

16.3. The Customer agrees that Keepit will have the unrestricted right to use any feedback and related information the Customer provides regarding the Services, including without limitation, any flaws, errors, bugs, anomalies, comments on the community forum, and problems with and/or suggestions for the Services.

17. PROCESSING OF CUSTOMER CONTENT

17.1. The Parties shall comply with their data protection obligations set out in the Data Processing Agreement.

18. COMPLIANCE WITH LAWS AND REGULATIONS

18.1. Keepit will comply with all relevant laws and regulations applicable to the Services. However, Keepit is not responsible for compliance with laws or regulations that apply to the Customer or to the Customer's use of the Services that are not generally applicable to online services or service providers. Keepit cannot and shall not attempt to determine if the Customer Content may be subject to any additional laws or regulations.

18.2. The Customer must comply with all applicable laws and regulations surrounding its use of the Services. The Customer is responsible for determining if the use of the Services is appropriate for storage and processing of the Customer Content.

19. SUPPORT

19.1. Keepit provides different tiers of support depending on the Services purchased by the Customer. The support tiers are further described in the "Keepit Service Guide".

20. ASSIGNMENT

20.1. Neither Party may assign any of its rights or responsibilities under the Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either Party and its permitted successors and assignees may assign the Agreement in whole or in part without the other Party's consent:

a) to a successor in interest in connection with a merger, acquisition, or sale of all or substantially all assets to which the agreement relates;

b) to an Affiliate; and

c) in connection with a corporate reorganization or divestiture to separate any business unit, product(s) or assets to which the Agreement relates.

21. TERM AND TERMINATION FOR CONVENIENCE

21.1. Unless otherwise set forth in the applicable Order Form, the term will automatically renew for successive terms of equal length to the initial term set forth in the Order Form.

21.2. Either Party may terminate the Agreement by providing notice of termination, cancellation, or nonrenewal at least 90 days prior to the end of the then-current term.

21.3. Either Party may terminate the Agreement by notice in writing to the other Party in the event of the other Party's voluntary or compulsory liquidation, dissolution, insolvency, suspension of its payments, bankruptcy or any statutory or private composition or agreement with its creditors in order to escape a bankruptcy, or if the other Party is placed in the hands of a receiver, assignee or trustee in bankruptcy, whether voluntarily or otherwise.

21.4. For the Customer's termination to be valid, the Customer must send a notice in writing to: dk.billing@keepit.com. The email must contain company name, registration number, contact information, and a statement that the Customer wishes to terminate the Agreement.

21.5. The rights and duties of the Parties under Sections 7, 12, 13, 15, 16, 21.5, 23, 24, 27 and 29 will survive the termination or expiration of the Agreement. Keepit shall have no liability to the Customer as a result of its termination of the Services.

22. TERMINATION FOR CAUSE

22.1. Unless otherwise agreed and/or specifically stated in the Agreement, where either Party materially breaches any of its obligations under the Agreement and the breach cannot reasonably be remedied within thirty (30) days, the Parties shall, in good faith, discuss the possibilities and the time frame for when such remedy can be completed. However, if the Parties cannot agree, the Party not in breach shall be entitled to terminate the Agreement with immediate effect upon written notice to the other Party, if the Party in breach has not rectified the breach within forty-five (45) days after being notified of the breach in writing. The notice shall state the nature of the breach and any claim for compensation.

22.2. Sections 21 and 22 of these Terms shall not affect the right to use other remedies applicable in case of breach.

23. WAIVER

23.1. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing. Any waiver or failure or delay enforcing any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

24. ENTIRE AGREEMENT

24.1. The Agreement constitutes the entire understanding and agreement between the Parties and supersedes and extinguishes all previous and contemporaneous understandings, agreements, proposals or representations, written or oral, between the Parties, as to the subject matter hereof.

24.2. If any provision of the Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of the Agreement will remain in full force and effect. The Parties to the Agreement are independent contractors, and no agency, partnership, franchise, joint venture or employee-employer relationship is intended or created by the Agreement.

25. CHANGES TO THE AGREEMENT

25.1. If the Parties agree on changes to the Agreement, the amendments are only valid if in writing signed by both Parties.

26. ORDER OF PRECEDENCE

26.1. Any ambiguity, conflict or inconsistency between the documents comprising this Agreement shall be resolved according to the following order of precedence:

1. Data Processing Agreement
2. Terms of Service
3. Order Form
4. Any other document (if applicable to the Agreement)

27. NOTICES

27.1. Any notice or other communication required or permitted under the Agreement and intended to have legal effect must be given in writing to the other Party at the address set forth in the Order Form. Each Party may change its address from time to time upon written notice to the other Party of the new address.

28. CODE OF CONDUCT

28.1. Each Party is committed to observe the ten principles of the United Nations Global Compact, i.e., the principles related to (i) Human Rights (ii) Labor (iii) Environment and (iv) Anti-Corruption.

28.2. Keepit's Code of Conduct can be found at https://www.keepit.com/code-of-conduct/.

29. GOVERNING LAW AND JURISDICTION

29.1. Any dispute arising in connection with the Agreement shall be settled by arbitration arranged by the Danish Institute of Arbitration in accordance with the rules and procedures of arbitration exerted by the Danish Institute of Arbitration and in force at the time the dispute commenced. Proceedings will be carried out in the English language. The Agreement is governed by the substantive law of Denmark. For UK based Customers the Agreement is governed by the substantive laws of England and Wales.