

1 Baggrund, formål og omfang

1.1 Nærværende driftsaftale regulerer de ydelser, som Beierholm er ansvarlig for i relation til kundens anvendelse af Beierholm BeJour Online Service.

1.2 Omfanget af den ydelse, der leveres, er nærmere angivet i aftalebrev samt eventuelle skriftlige ændringer hertil, men vil omfatte følgende nedenstående elementer til understøttelse af den aftalte ydelse, jf. Aftalen.

2 Browsers og styresystemer

2.1 Beierholm BeJour Online Service er en online tjeneste. Brugen forudsætter, at Kunden gør brug af en fungerende, tilstrækkelig internetforbindelse samt anvender:

- a) En internetbrowser i form af enten Microsoft Explorer, Microsoft Edge, Google Chrome, Safari eller Mozilla Firefox i en version, der fortsat supporteres af udgiveren, eller
- b) En version af Android, som Google Play fortsat tillader frigivelse af nye apps til, eller
- c) En version af iOS, som App Store fortsat tillader frigivelse af nye apps til.

3 Adgang

3.1 Kundens brugere logger på Beierholm BeJour Online Service ved hjælp af e-mailadresse og password. Brugernes passwords skal behandles strengt fortroligt og må ikke oplyses til andre. Såfremt Kunden eller Kundens bruger bliver bevidst om eller mistænker, at tredjemand har fået kendskab til en brugers password, bør dette straks ændres.

3.2 Ved aftaleindgåelse opretter Beierholm en administratorbruger for Kunden i Beierholm BeJour Online Service. Administratorbrugeren administrerer øvrige af Kundens brugere, herunder forestår administratorbrugeren oprettelse og nedlæggelse af brugere samt tildeling og ændring af adgangsrettigheder til Kundens brugere af Beierholm BeJour Online Service. Kunden er ansvarlig for, at Kundens brugere har korrekte adgangsrettigheder, eventuelt efter Beierholms anvisninger, og enhver brug af Beierholm BeJour Online Service, som foretages af Kundens administratorbruger eller øvrige af Kundens brugere, er alene Kundens ansvar

3.3 Kunden er berettiget til at lade andre juridiske personer/enheder få adgang til de i Aftalen angivne ydelser/funktioner, jf. dog pkt. 10.2. Kunden skal i så fald oprette

1 Background, purpose and scope

1.1 The present Operating Agreement governs the services for which Beierholm is responsible in relation to the Client's use of Beierholm BeJour Online Service.

1.2 The scope of the service provided is specified in the engagement letter and any written amendments thereto, but will include the following elements to support the agreed service, see the Agreement.

2 BROWSERS AND OPERATING SYSTEMS

2.1 Beierholm BeJour Online Service is an online service. Use of the service requires that the Client makes use of a functioning, sufficient Internet connection and uses:

- a) an Internet browser in the form of either Microsoft Explorer, Microsoft Edge, Google Chrome, Safari or Mozilla Firefox in a version that is still supported by the developer, or
- b) a version of Android for which Google Play continues to allow the release of new apps, or
- c) a version of iOS for which App Store continues to allow the release of new apps.

3 Access

3.1 The Client's users log on to Beierholm BeJour Online Service using email address and password. User passwords must be kept strictly confidential and must not be disclosed to others. If the Client or the Client's user becomes aware of or suspects that a third party has gained access to a user password, this should be changed immediately.

3.2. On conclusion of the Agreement, Beierholm creates an administrator user for the Client in Beierholm BeJour Online Service. The administrator user manages the Client's other users, meaning, among other things, that the administrator user is responsible for user creation and deletion as well as for the granting and changing of access rights to the Client's users of Beierholm BeJour Online Service. The Client is responsible for ensuring that the Client's users have the correct access rights, possibly on Beierholm's instructions, and any use of Beierholm BeJour Online Service by the Client's administrator user or the Client's other users is solely the Client's responsibility.

3.3 The Client is entitled to grant other legal persons/entities access to the services/functions specified in the Agreement, see, however, clause 10.2. In such case, the

brugernavn og password til sådanne personer, som herefter betragtes som Kundens brugere, for hvilke Kunden er ansvarlig.

Client must create user names and passwords for such persons, who will then be considered as the Client's users for whom the Client is responsible.

4 Tilgængelighed

4.1 Inden for den primære driftstid, som er mandag til fredag kl. 08.00 - 16.00, tilstræber Beierholm at tjeneren er tilgængelig i minimum 99 % af den primære driftstid målt over én kalendermåned. Fra den primære driftstid fragår officielle danske helligdage samt juleaftensdag og nytårsaftensdag. Uden for den primære driftstid tilstræbes en tilgængelighed på 90% målt over én kalendermåned.

4 Availability

4.1 Within the primary operating time, which is Monday to Friday from 8.00 to 16.00, Beierholm endeavours to ensure that the service is available for at least 99% of the primary operating time measured over one calendar month. Official Danish holidays, 24 December and 31 December are not included in the primary operating time. Outside the primary operating time, the aim is to reach an availability of 90% measured over one calendar month.

5 Sikkerhed

5.1 Beierholm skal i forbindelse med Beierholm BeJour Online Service som minimum iagttage de nedenfor anførte sikkerhedsforanstaltninger.

5 Security

5.1 In connection with Beierholm BeJour Online Service, Beierholm must as a minimum observe the security measures mentioned below.

5.2 Beierholm skal til enhver tid have systemer og procedurer til beskyttelse af sine ydelser og de på ydelserne lagrede data mod virus, malware og hacking mv. Dette omfatter bl.a. installation og opdatering af antivirusprogrammel, ligesom driften af Beierholm BeJour Online Service er placeret bag opdaterede firewalls.

5.2 Beierholm must at all times have systems and procedures for the protection of its services and the data stored in relation to the services against viruses, malware, hacking etc. This includes, among other things, installing and updating antivirus software, and that the operation of Beierholm BeJour Online Service is placed behind updated firewalls.

5.3 Driften af Beierholm BeJour Online Service sker til enhver tid fra dupliserede, geografisk adskilte driftslokationer.

5.3 Beierholm BeJour Online Service is at all times operated from duplicated, geographically separated operating facilities.

5.4 Beierholm skal til enhver tid anvende systemer og procedurer, som sikrer, at der foretages backupkopiering af de af Kunden i Beierholm BeJour Online Service lagrede data.

5.4 Beierholm must at all times use systems and procedures that ensure that data stored by the Client in Beierholm BeJour Online Service is backed up.

Backup foretages løbende og minimum én gang dagligt. Backups gemmes i 30 dage, hvorefter de slettes. Beierholm foretager med jævne mellemrum test af restore af backups.

Backups are made on an ongoing basis and at least once a day. Backups are stored for 30 days, after which they are deleted. Beierholm regularly tests the restore of backups.

Såfremt et datatab skyldes forhold, som Beierholm er ansvarlig for, foretages restore af data fra seneste fungerende backup snarest muligt uden beregning for Kunden. Skyldes et datatab forhold, som Kunden er ansvarlig for, foretages restore af Kundens data efter aftale og mod vederlæggelse af Beierholm på baggrund af medgået tid med de i henhold til Beierholms almindelige timepriser.

If loss of data is due to circumstances for which Beierholm is responsible, data will be restored from the most recent working backup as soon as possible, free of charge to the Client. If loss of data is due to circumstances for which the Client is responsible, the Client's data will be restored according to agreement and against payment to Beierholm on the basis of time spent according to Beierholm's ordinary hourly rates.

5.5 Beierholm skal til enhver tid have beredskabsplaner med tilhørende systemer og procedurer, som sikrer, at der kan ske genetablering af driften snarest muligt, såfremt

5.5 Beierholm must at all times have contingency plans with related systems and procedures to ensure that operations can be reestablished as soon as possible if

Beierholm BeJour Online Service har været udsat for brand, oversvømmelse, lynnedslag eller lignende ekstraordinære begivenheder.

5.6 Konstaterer Beierholm en sikkerhedsbrist, som har påvirket Beierholm BeJour Online Service, skal Beierholm uden unødigt forsinkelse underrette Kunden herom. I det omfang det er muligt, ledsages sådan underretning af Beierholms anbefaling af skadesbegrænsende foranstaltninger, som det anbefales Kunden at tage. Der henvises i øvrigt til Databehandleraftalen i de tilfælde, hvor Beierholm er databehandler for Kunden.

5.7 Kundens interne sikkerhedspolitikker og -procedurer bør tilpasses i overensstemmelse med de ydelser og funktioner, Kunden opnår gennem Aftalen. Beierholm er ikke ansvarlig for tilstrækkeligheden og effektiviteten heraf.

Kunden skal til enhver tid sikre at opdatere anvendt programmel, herunder webbrowsere og styresystemer.

6 Support

6.1 I det omfang der er behov for teknisk og/eller brugssupport, tilstræbes dette at være tilgængeligt inden for den primære driftstid, jf. pkt. 4.1. Det tilstræbes, at behandling af enhver supporthenvendelse sker inden for rimelig tid. Såfremt den tekniske og/eller brugssupport kræver involvering fra tredjepartsleverandører, kan en længere responstid forventes.

7 Udlevering af data

7.1 På Kundens begæring skal Beierholm udlevere en kopi af alle eller dele af de af Kunden i Beierholm BeJour Online Service lagrede data, herunder alle de for Kunden relevante logfiler, på et IT-læsbart medie i sædvanlige formater. Udleveringen skal ske inden for en rimelig frist under hensyn til arten og omfanget af, hvad der ønskes udleveret. Udlevering kan efter Kundens ønske ske til Kunden eller en af Kunden udpeget tredjemand, ligesom Beierholm efter Kundens ønske medvirker til overlevering af Kundens data til tredjemand.

7.2 Udlevering af Kundens data faktureres af Beierholm på baggrund af tids- og materialeforbrug i henhold til Beierholms almindelige timepriser. Udlevering af Kundens data, kan af Beierholm betinges af, at Kunden foretager forudbetaling for det forventede arbejde i forbindelse med udlevering af Kundens data eller stiller fornøden sikkerhed herfor.

Beierholm BeJour Online Service has been exposed to fire, flooding, lightning or similar extraordinary events.

5.6 If Beierholm discovers a security breach which has affected Beierholm BeJour Online Service, Beierholm must without undue delay notify the Client of such breach. To the extent possible, such notification must be accompanied by Beierholm's recommendation of damage control measures, which the Client is recommended to take. Reference is also made to the Data Processing Agreement in cases where Beierholm is the processor for the Client.

5.7 The Client's internal security policies and procedures should be adapted in accordance with the services and functions that the Client obtains through the Agreement. Beierholm is not responsible for their adequacy and effectiveness.

The Client must at all times ensure to update the software used, including web browsers and operating systems.

6 Support

6.1 To the extent that there is a need for technical and/or user support, the aim is to make such support available within the primary operating time, see clause 4.1. The aim is for any support incident to be handled within a reasonable period of time. If the technical and/or user support requires the involvement of third-party suppliers, a longer response time may be expected.

7 Handover of data

7.1 At the Client's request, Beierholm must hand over a copy of all or part of the data stored by the Client in Beierholm BeJour Online Service, including all the log files relevant to the Client, on a computer-readable medium in the usual formats. Such handover must be made within a reasonable period of time, taking into account the nature and scope of the requested handover. At the Client's request, such handover may be made to the Client or to a third party designated by the Client, and, at the Client's request, Beierholm will participate in the transfer of the Client's data to a third party.

7.2 Any handover of the Client's data will be invoiced by Beierholm on the basis of time spent and material consumed according to Beierholm's ordinary hourly rates. Beierholm may make it a condition for the handover of the Client's data that the Client makes advance payment for the expected work in connection with the handover of the Client's data or provides the necessary security for such work.

7.3 Såfremt udlevering af Kundens data sker i forbindelse med ophør af Aftalen eller ophør af den del af Aftalen, som omfatter Beierholm BeJour Online Service, er Beierholm herefter ikke på nogen vis ansvarlig for genetablering af Kundens data.

8 Samarbejde

8.1 Kunden og Beierholm orienterer løbende hinanden om ethvert forhold, som skønnes at have betydning for opfyldelse af Aftalen. Herunder udveksler Kunden og Beierholm loyalt information, data og dokumentation i det omfang, det er relevant for Aftalens opfyldelse.

8.2 Kunden er forpligtet til at oplyse Beierholm, såfremt der måtte være specifikke krav, herunder lovkrav i Kundens branche, eller vedrørende driftsforhold i øvrigt, som har betydning for Kundens brug af Beierholm BeJour Online Service.

8.3 Kunden kan når som helst, og for egen risiko og regning, inddrage tredjemand til støtte for Kunden i forbindelse med samarbejdet eller dets ophør. Medmindre Kunden skriftligt meddeler Beierholm andet, gives sådan tredjemand adgang til samme oplysninger som Kunden selv, herunder kan tredjemand deltage i møder mv.

8.4 I det omfang Beierholm i forbindelse med samarbejdet eller dets ophør giver Kunden eller tredjemand adgang til erhvervshemmeligheder eller i øvrigt fortroligt materiale eller oplysninger, kan Beierholm betinge sig, at Kunden og eller tredjemand underskriver sædvanlig fortrolighedsaftale.

8.5 På Beierholms begæring skal Kunden bistå med at formidle kontakt direkte mellem Beierholm og Kundens øvrige leverandører, hvis dette er relevant for Beierholms opfyldelse af aftalen.

8.6 Beierholms ydelser efter denne bestemmelse afregnes efter medgået tid i henhold til Beierholms almindelige timepriser.

9 Ændringshåndtering

9.1 Beierholm er berettiget til at foretage opdateringer, forbedringer og ændringer i Beierholm BeJour Online Service, såfremt dette vurderes at være relevant eller nødvendigt, herunder hvor dette er nødvendigt af hensyn til ændringer i lovgivningen. Endvidere er Beierholm berettiget til at foretage ændringer i sikkerhedsforanstaltninger, herunder sine sikkerhedsprocedurer, såfremt dette sker for at overholde

7.3 If the Client's data is handed over in connection with the termination of the Agreement, or if the part of the Agreement that includes Beierholm BeJour Online Service terminates, Beierholm is in no way responsible for restoring the Client's data.

8 Cooperation

8.1 The Client and Beierholm will regularly inform each other of any matters deemed to be of importance for the performance of the Agreement, including that the Client and Beierholm loyally exchange information, data and documentation to the extent that this is relevant for the performance of the Agreement.

8.2 The Client is obliged to inform Beierholm in case of any specific requirements, including statutory requirements in the Client's line of business or other operating conditions, which are important for the Client's use of Beierholm BeJour Online Service.

8.3 The Client may at any time, and at its own risk and expense, involve a third party in support of the Client in connection with the cooperation or its termination. Unless the Client notifies Beierholm otherwise, such third party is given access to the same information as the Client, including that the third party may participate in meetings etc.

8.4 To the extent that, in connection with the cooperation or its termination, Beierholm gives the Client or a third party access to trade secrets or other confidential material or information, Beierholm may stipulate that the Client and/or the third party sign a standard confidentiality agreement.

8.5 At Beierholm's request, the Client must assist in establishing direct contact between Beierholm and the Client's other suppliers if this is relevant for Beierholm's performance of the Agreement.

8.6 Beierholm's services under this provision are settled on the basis of time spent according to Beierholm's ordinary hourly rates.

9 Change management

9.1 Beierholm is entitled to make updates, improvements and changes in Beierholm BeJour Online Service if this is deemed to be relevant or necessary, including where this is necessary due to changes in legislation. Furthermore, Beierholm is entitled to make changes in security measures, including its security procedures, if this is necessary to comply with good IT practice, including good IT

god IT-skik, herunder god IT-sikkerhedsskik. Såfremt det vurderes nødvendigt, kan sådanne ændringer gennemføres uden varsel, f.eks. af sikkerhedshensyn.

9.2 Ændringer, der har væsentlig betydning for Kundens brug af Beierholm BeJour Online Service, f.eks. ændringer, som medfører, at bestemte funktionaliteter ikke længere er tilgængelige eller kræver en betydelig ændring i arbejdsgange, og som ikke kan håndteres gennem en simpel work-around, skal af Beierholm varsles i rimelig tid. Såfremt der varsles en ændring, der har sådan væsentlig betydning for Kundens brug af Beierholm BeJour Online Service, er Kunden berettiget til at opsiges Aftalen til udløbet af sådant varsel, men har herudover ikke andre beføjelser.

9.3 Såfremt Kunden ønsker ændringer i Beierholm BeJour Online Service, herunder i de af Beierholm anvendte sikkerhedsforanstaltninger, skal Kunden orientere Beierholm om sådant ønske. Såfremt Beierholm ønsker at imødekomme Kundens ændringsønske (Beierholm kan i sådan anledning bede Kunden uddybe sit ændringsønske), fremsender Beierholm inden for rimelig tid løsningsforslag og forventet implementeringstidspunkt, ligesom Beierholm fremsender forventet pris for ændringen for Kunden. Ved beregning af prisen tages højde for, om ændringen vil finde anvendelse for Kunden alene, flere kunder eller alle kunder, som anvender Beierholm BeJour Online Service. Beierholm er til enhver tid berettiget til at lade ændringer foreslået af Kunden komme alle kunder, der anvender Beierholm BeJour Online Service, til gode.

10 Rettigheder til programmel, dokumentation mv.

10.1 Beierholm – eller Beierholms licensgivere – har og bevarer alle immaterielrettigheder, herunder ophavsret til Beierholm BeJour Online Service og de tilhørende moduler, samt dokumentation, værktøjer, funktioner og metoder, som stilles til rådighed for Kunden.

10.2 Kunden opnår ved Aftalens indgåelse en ikke-eksklusiv, uoverdragelig brugsret til Beierholm BeJour Online Service i det omfang, dette er anført i Aftalen. Herunder er de moduler til Beierholm BeJour Online Service, som fremgår af Aftalen, og senere bestillinger omfattet af brugsretten. Brugsretten omfatter alene Kundens interne brug, jf. dog pkt. 3.3, og ophører ved Aftalens ophør.

10.3 Beierholm kan frit anvende den generelle viden og know-how, der opnås i forbindelse med arbejde for Kunden, forudsat aftalt og lovpligtig fortrolighed overholdes.

security practice. If deemed necessary, such changes may be implemented without notice, for example for security reasons.

9.2 Beierholm must in reasonable time give notice of changes which have a significant impact on the Client's use of Beierholm BeJour Online Service, e.g. changes which mean that certain functionalities are no longer available or require significant changes in working procedures, and which cannot be handled through a simple workaround. In the event of notice of a change which has such a significant impact on the Client's use of Beierholm BeJour Online Service, the Client is entitled to terminate the Agreement to end at the expiry of such notice, but the Client has no other remedies.

9.3 If the Client wants changes in Beierholm BeJour Online Service, including in the security measures applied by Beierholm, the Client must inform Beierholm of such wish. If Beierholm wishes to accommodate the Client's change request (in such case, Beierholm may ask the Client to elaborate on its change request), Beierholm will forward a suggested solution and an expected implementation date within a reasonable period of time, and Beierholm will furthermore forward the expected price of the change to the Client. When calculating the price, Beierholm will take into account whether the change will apply to the Client alone, to several clients or to all clients using Beierholm BeJour Online Service. Beierholm is at any time entitled to let changes proposed by the Client benefit all clients using Beierholm BeJour Online Service.

10 Rights to software, documentation etc.

10.1 Beierholm – or Beierholm's licensors – has and retains any and all intellectual property rights, including copyright in Beierholm BeJour Online Service and the related modules, as well as documentation, tools, functions and methods made available to the Client.

10.2 At the conclusion of the Agreement, the Client is granted a non-exclusive, non-transferable right of use to Beierholm BeJour Online Service to the extent specified in the Agreement. The right of use includes the modules to Beierholm BeJour Online Service stated in the Agreement and subsequent orders. The right of use covers the Client's internal use only, see, however, clause 3.3, and terminates on termination of the Agreement.

10.3 Beierholm is free to use the general knowledge and know-how obtained in connection with work for the Client, provided that agreed and statutory confidentiality is observed.

11 Misligholdelse

11.1 Såfremt Beierholm måtte misligholde sine forpligtelser vedrørende Beierholm BeJour Online Service væsentligt, er Kunden berettiget til at ophæve Aftalen, medmindre Beierholm inden for rimelig tid, som ikke kan udgøre mindre end 14 dage fra det tidspunkt, hvor Kunden har varslet ophævelse overfor Beierholm, har foretaget afhjælpning af den pågældende misligholdelse. Som afhjælpning af misligholdelse anses bl.a. genoptagelse af mangelfri drift af Beierholm BeJour Online Service.

12 Ansvar

12.1 Kunden er selv ansvarlig for, at Kundens anvendelse af Beierholm BeJour Online Service er lovlig, og Kunden skal sikre, at Kundens administratorbruger i fornødent omfang er berettiget til på Kundens vegne at indgå bindende aftaler vedrørende Beierholm BeJour Online Service, herunder til at foretage ændringer i denne ydelse.

12.2 Beierholm er alene ansvarlig for datatab, såfremt dette måtte skyldes, at Beierholm ikke har overholdt sin forpligtelse vedrørende backup, jf. pkt. 5.4.

12.3 Beierholms økonomiske ansvar reguleres, jf. Beierholms generelle forretningsbetingelsers punkt 5 om ansvarsbegrænsning.

13 Underleverandører

13.1 Beierholm er berettiget til at anvende underleverandører. Beierholm skal etablere rimelige procedurer og arbejdsgange, der sikrer Driftsaftalens overholdelse, uanset brugen af underleverandører, herunder eventuelle underdatabehandlere, jf. også [Bilag B Databehandleraftale](#).

11 Breach

11.1 If Beierholm significantly breaches its obligations regarding Beierholm BeJour Online Service, the Client is entitled to terminate the Agreement, unless Beierholm has remedied the breach concerned within a reasonable time, which cannot be less than 14 days from the date on which the Client gave notice of termination to Beierholm. Remedies for breach include resumption of faultless operation of Beierholm BeJour Online Service.

12 Responsibility and liability

12.1 The Client is responsible for ensuring that the Client's use of Beierholm BeJour Online Service is legal, and the Client must ensure that the Client's administrator user is entitled, to the extent necessary, to enter into binding agreements on behalf of the Client concerning Beierholm BeJour Online Service, including making changes to this service.

12.2 Beierholm is only responsible for any loss of data if such loss is due to Beierholm not having fulfilled its obligation concerning backup, see clause 5.4.

12.3 Beierholm's financial liability is regulated, see clause 5 of Beierholm's general terms of business on limitation of liability.

13 Subcontractors

13.1 Beierholm is entitled to use subcontractors. Beierholm must establish reasonable procedures and routines that ensure compliance with the Operating Agreement, regardless of the use of subcontractors, including any sub-processors, see also [Annex B, Data Processing Agreement](#).