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Use of our Service requires you to download a client software package (SOFTWARE). The services is, to a large extend cloud based, and the downloaded software provides access to these services.

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- IX. Is responsible to keep user information, hereunder name, address, email, phone, username updated on iQniter Web Site and in the iQniter Software;
- X. Is responsible for complying with:
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 - b. Underlying software, including latest versions of Microsoft Windows updates
 - c. Stable internet connection
 - d. Always being up-to-date with latest version of iQniter software;
- XI. Is responsible to be in possession of all required rights to use and replay music/video in any context of applying iQniter software.

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The **Privacy Policy** and additional provisions in these Terms govern use of your personal data. You agree to inform any user of iQniter software about the Privacy Policy.

10 THIRD PARTY ACKNOWLEDGEMENTS

The Software includes SUUNTO Oy software components: Software Development Kit and TrainingLab.

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This Agreement shall enter into force after being accepted by the LICENSEE. The LICENSEE may terminate this Agreement at any time by destroying all copies of the Software in possession of the LICENSEE. iQniter may terminate this Agreement with an immediate effect, if the LICENSEE commits a substantial breach of the terms and conditions of this Agreement and if the breach is remediable, LICENSEE fails to remedy within fourteen (14) days from the written notice of iQniter.

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The laws of Denmark excluding all choice of law provisions shall govern this Agreement. The United Nations Convention on Contracts for the International Sale of Goods, done at Vienna April 11, 1980 is excluded. All disputes arising out of or in connection with this Agreement shall be resolved by arbitration under the rules of the Arbitration Institute of the Central Chamber of Commerce of Denmark. The arbitration tribunal shall consist of one (1) arbitrator. The Arbitration shall take place in Copenhagen, Denmark. The arbitration shall be conducted and the arbitration award shall be given in Danish or, if the Licensee is not Danish Company, in English. The laws of Denmark shall govern any and all of the parties' rights, remedies liabilities, powers and duties. The parties also agree that they are and shall be subject to the jurisdiction of the courts of Denmark.

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, undertakings, and other representations and communications between the Parties. All changes and amendments to this Agreement shall only be valid if agreed in writing by both Parties.

In the event that any provision of this Agreement is declared invalid or unenforceable, the remaining

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