

## Appendix 3 – GENERAL TERMS

### 1. Background

These general terms are an integrated part of the Agreement and refers to the Service provided by the Supplier to the Customer under the Agreement.

### 2. Definitions

The following definitions, regardless of being used in plural or singular, in definite or indefinite form, have the meaning specified below when being used with an initial capital letter.

1. **"Agreement"** Means the agreement regarding IT operations services and communications services that the Parties have entered into as well as included appendices of which these general terms constitutes an appendix.
2. **"Operating Environment"** Means the technical equipment, including network components and software, helping the Supplier to provide the Service, regardless if the Supplier, the Customer or a Third Party is the owner.
3. **"Confidential Information"** Means the Agreement, commercial information, financial information, trade secrets, professional secrets, price information, technical information, information that a Party has indicated is confidential, other information regarding Party's operations and information covered by statutory secrecy, regardless if the information is provided orally or in writing. Information that is publicly available, if it has become publicly available in another way than through a breach of this Agreement, or is provided to a Party by a Third Party without confidentiality for disclosure of such information, shall not be considered Confidential Information.
4. **"Customer"** Means the customer that purchases the Service from the Supplier under the Agreement.
5. **"Customer's Data"** Means data or other information, which the Customer makes available to the Supplier for the Service and the result of the Supplier's processing of mentioned data.
6. **"Customer's Software"** Means software owned by the Customer or software the Customer has the right to use.

7. **"Customer's Equipment"** Means computers or other equipment owned, leased or rented by the Customer.
8. **"Supplier"** Means the Party providing the Service under the Agreement.
9. **"Supplier's Data"** Means data or other information, which the Supplier makes available to the Customer for the Service and the result of the Supplier's processing of mentioned data.
10. **"Supplier's Software"** Means software owned by the Supplier or software the Supplier has the right to use.
11. **"Supplier's Equipment"** Means computers, servers, infrastructure or other equipment owned, leased or rented by the Supplier.
12. **"Party"** Means the Supplier or the Customer, named separately.
13. **"Parties"** Means the Supplier and the Customer, named together.
14. **"Party's Software"** Means software owned by a Party or software a Party has the right to use.
15. **"Party's Equipment"** Means computers, servers, infrastructure or other equipment owned, leased or rented by a Party.
16. **"Service Level Agreement"** Means terms regarding service levels for IT operations services and communications services.
17. **"Service"** Means one or several IT operations services or communications services provided by the Supplier to the Customer under the Agreement.
18. **"Service Specification"** Means a specification of the content of the Service and the price for the Service.
19. **"Third Party"** Means a natural or legal person not a Party to this Agreement.

## **The Supplier's obligations**

The Supplier shall provide the agreed Service in accordance with the provisions of the Agreement from the date of deployment of the service. Agreed Service follows from the Service Specification.

The Supplier shall fulfil its obligations with the help of employees that are suitable, qualified and competent for the purpose. The obligations shall be performed in a workmanlike manner. Unless otherwise stated in the Agreement, the Service shall be performed in accordance with the methods and standards normally used by the Supplier.

The Supplier shall ensure that maintenance, which causes limited or no access to the Service is performed on time noticed by the Supplier to the Customer with a reasonable foresight.

If the Supplier is made aware of circumstances of importance for the performance of the Service, the Supplier shall inform the Customer, without unreasonable delay, about these circumstances by phone, e-mail or the Supplier's website or websites.

The Supplier has the right to change the allocation of IP addresses and announce restrictions regarding allocation and usage of IP addresses at the Supplier's disposal.

The Supplier may appoint subcontractors for the performance of the Service and other obligations under the Agreement.

## **The Customer's obligations**

The Customer shall, at its own expense, give the Supplier access to facilities, equipment, software, information, documentation, material or anything else considered of importance to the Supplier for providing the Services.

The Customer shall provide correct and necessary information regarding the Customer's circumstances and conditions that may affect the how the Services are provided.

The Customer shall, in relevant cases, ensure that the Customer's Equipment and the Customer's Software reach such technical quality as is required for the Supplier to be able to provide the Service. Unless agreed otherwise, the Customer shall be responsible for maintenance of the Customer's Equipment and the Customer's Software.

The Customer shall be responsible for and resolve faults and deficiencies in the Customer's Equipment and the Customer's Software, unless the Supplier is responsible for such faults or deficiencies under the Agreement.

The Customer shall, on the Supplier's request, promptly implement the required changes in the Customer's Equipment and the Customer's Software that is required due to changes in the Supplier's Equipment or the Supplier's Software.

The Customer undertakes not to perform any operation on the Supplier's Equipment or move it without obtaining the Supplier's prior written approval.

The Customer shall ensure that the Customer's Data are free from virus, trojans, masks, other harmful software or code or do not cause harm to the Supplier or the Service in another way, unless agreed otherwise.

The Customer shall not take any actions, which affects the Supplier's possibilities to provide the Service. If the Customer, without prior agreement with the Supplier, changes the Operating Environment or in another way takes actions, alternatively fails to undertake necessary actions, and this affects the Supplier's possibilities to provide the Services, the Supplier has the right to disconnect the parts of the Operating Environment that are affected and cease to provide the Service until the change has been resolved at the Customer's expense. The Customer shall pay compensation for the Service as if it had been provided, despite the discontinued access to the Service.

The Customer shall fulfil its obligations with the help of employees that are suitable, qualified and competent for the purpose. The Customer shall ensure that it possesses adequate resources to fulfil its obligations in relation to the Service.

The Customer shall be responsible for control and administration of user permissions of the Customer's Software and the Customer's Data, except regarding the Supplier's employees and unless agreed otherwise.

The Customer shall, in relevant cases, compensate the Supplier according to at all times applicable price list for decommissioning and installation of new equipment.

The Customer shall ensure there is an adequate insurance protecting the Customer's Equipment.

If the Customer is made aware of circumstances of importance for the performance of the Service, the Customer shall notify the Supplier about these circumstances.

## **Term and termination**

The provisions regarding term and termination follows from a specific agreement between the Supplier and the Customer, which constitutes a part of the Agreement.

### **Early termination**

A Party has the right to immediately terminate the Agreement in writing if:

1. the other Party has breached its obligations under the Agreement not remedied the breach within thirty (30) days of receipt of a written request to remedy such breach;
2. the other Party commits a material breach. Delay in payment of the Service exceeding thirty (30) days shall always constitute a material breach; or
3. the other Party suspends payments of its debts, enters into negotiations regarding an arrangement with its creditors, is subject to a winding up petition, company reconstruction or similar, discontinues its business, enters into liquidation or an administrator is appointed regarding all or parts of the Party's assets or if the Party otherwise can be considered insolvent.

When the Supplier terminates the Agreement on the basis of section 6.1, the Supplier has the right to compensation for work performed.

### **Consequences of termination of the Agreement**

When the Agreement is terminated, regardless of the cause, the following shall apply:

4. The Supplier shall, to a reasonable extent, help the customer to ensure that the operations performed under the Agreement can be performed by the Customer in its own right or with the help of another supplier;
5. The Supplier shall, in relevant cases, on the Customer's request, return the Customer's Equipment and the Customer's Software to the Customer;
6. The Customer shall, in relevant cases, return allocated IP addresses to the Supplier;
7. The Supplier shall be responsible for disconnecting the Service and, in relevant cases, decommissioning and removal of the Supplier's Equipment, which is placed at the Customer's facilities. For this purpose, The Supplier shall be granted access to the Customer's facilities to the extent it is necessary.

The Supplier has the right to obtain compensation in accordance with at all times applicable price list for the decommissioning work.

### **Charges and payment terms**

The Customer shall pay the compensation specified under the Agreement. For additional services, the Customer shall pay the prices stipulated in the Supplier's at all times applicable price list.

Payment is made based on an invoice or, in relevant cases, in the way chosen on the Supplier's website, and shall be made at the latest thirty (30) days after the date of issue of the invoice, unless agreed otherwise.

Unless agreed otherwise, invoicing is to be made according to the following:

8. one time charges and connection charges – when entering into the Agreement;
9. fixed monthly charges – monthly in advance (or per specific agreement); and
10. variable charges – in arrears.

All charges are specified excluding VAT, which in relevant cases will be added to the invoice.

The Customer shall notify the Supplier urgently if the Customer considers an invoice incorrect. If the Customer objects against the invoice within 8 days and presents reasonable grounds against the charged amount, the Supplier shall grant indulgence for payment of the disputed amount until the Parties have reached an agreement. If such agreement cannot be

reached within 14 days, each party may initiate the procedures for dispute resolution specified in section 22 below.

In case payment is delayed, the Supplier may charge interest and a fee of reminder.

If the Customer is delayed with a payment and the Supplier has requested the Customer in writing to pay the due amount, the Supplier may cease to provide the Service, after such reminder in writing has been made, until the Customer has paid the due amount.

In case of an unpaid due amount, the Supplier has the right to remit the question to a collection agency and charge fees of reminder and collection.

If the Customer has failed to pay the outstanding due amount within three (3) months following the due date, the Supplier may rescind the Agreement by a written notice to the Customer. In such case, in addition to interest according to section 8.6 above, the Supplier has the right to compensation for the loss suffered by the Supplier.

Unless agreed otherwise, the Supplier has the right to raise the charge at all times. A raise of charge shall be notified to the Customer at least one (1) month in advance. In this case, the Customer has the right to terminate the contract in accordance with section 11.4.

The Supplier has the right to raise the charge immediately if the raise is attributable to a change in exchange rates, taxes, statutory obligations or other similar circumstances outside of the Supplier's control and which affects the Supplier's cost for providing the Service.

Temporary promotion prices does not affect the charges under the Agreement.

If the Customer utilize more resources than permitted under the Agreement, the Supplier has the right to charge the Customer for excessive usage in accordance with all times applicable price list.

The Supplier has, in relevant cases, the right to compensation for costs attributable to daily allowance, travelling and accommodation. Travelling costs are charged in accordance with the Supplier's at all times applicable price list.

The Customer shall inform the Supplier if the invoicing address is changed. In relevant cases, this shall apply also for e-mail addresses that receive invoices.

The Supplier has the right to assign the right to receive payment without the Customer's approval.

## **Unpermitted usage**

The Customer may not use the Service in violation with the Agreement, applicable law, good publicistic practice or to promote illegal, inappropriate, offensive or unethical activities.

In case of violation against section 9.1, the Customer shall immediately make corrections. The Supplier has the right to immediately discontinue the Service and use other legal remedies against the Customer in case the Customer's use of the Service is violating section 9.1.

In case of violation against section 9.1, the Customer shall compensate the Supplier for all potential damage thereby incurred to the Supplier.

### **Risks regarding equipment, software and data**

The Customer bears the risk for the Customer's Equipment, the Customer's Software and the Customer's Data and the Supplier has no obligation to obtain an insurance for this purpose.

### **Changes to the Services/Agreement**

If the Customer wishes to change the Services, the customer shall notify the Supplier in writing. The Supplier shall, within a reasonable time period, provide a reply in writing determining whether the change is accepted and the relevant terms and price for the change.

The Supplier has the right to relocate operations performed by the Supplier for the Customer to another site on the Supplier's own expense.

The Supplier has the right to perform such changes in the Supplier's Equipment, Supplier's Software and Supplier's Data, which is necessary to ensure that the Supplier can fulfil its obligations under the Agreement.

Changes or additions to the Agreement shall be approved in writing by both parties in order to apply. This does not include changes or additions related to adjusted charges for the Service. If the Customer does not accept the adjusted charges, the Customer may terminate the Agreement in accordance with the conditions specified in the Agreement.

Notwithstanding what is stated in the first sentence of section 11.4, any additional services which the Customer buys from the Supplier's web shop shall be included in the Agreement.

The Supplier always has the right to make changes in the Service and/or the Agreement if this is caused by changes in applicable legislation, authority instructions or other regulations.

### **Damages/liability**

The Supplier's liability regarding service levels for the Service is limited to what is stipulated in the Service Level Agreement entered into between the Customer and the Supplier.

The Supplier's additional liability only includes compensation for direct damage caused by the Supplier intentionally or by gross negligence. The liability does not include indirect damage, including loss of profit, loss of data, consequential damages, third party damages, loss of income or other general financial loss.

The Supplier's liability in accordance with section 12.2 is limited to 25 % of the monthly fee for the part of the Service the fault is attributable to.

The Supplier is not liable for faults in the Service attributable to:

11. usage of the Service in violation with the Agreement or other erroneous usage of the Service;
12. the Customer's usage of the Service with other equipment than such approved by the Supplier;

13. alterations, operations, installations, maintenance or support performed by someone other than the Supplier or such actions the Supplier is responsible for;
14. the Customer's failure to include modifications or corrections, which the Supplier has requested the Customer to undertake and which are necessary to ensure full utilization of the Service;
15. erroneous or misleading material or information provided by the Customer or a Third Party for which the Supplier bears no responsibility;
16. unless agreed otherwise, the Customer's Data, the Customer's Equipment or the Customer's Software;
17. unless agreed otherwise, equipment and software provided by a Third Party for which the Supplier bears no responsibility;
18. actions or omission by a Third Party for which the Supplier bears no responsibility;
19. delay, interruption, absent or erroneous delivery of data or a similar circumstance, which is not attributable to the Supplier's servers.

The Supplier is not liable for information or other material stored or transferred related to usage of the Service.

The Supplier is not liable in the event that someone other than the Supplier obtains access to, destroy or distorts data or information stored in the Customer's or a Third Party's computer system.

The Customer loses its right to claim damages if the claim is not presented in writing at least within (1) month from the time of discovery of the cause of the damage was discovered or should have been discovered.

## **Force majeure**

A Party is exempt from liability and other sanctions if the Party's compliance with the Agreement is prevented or seriously impaired by circumstances which the Party could not reasonably control or foresee. Circumstances that shall be considered to exempt a Party from liability are labor market disputes and all other circumstances outside of the Parties' control such as changed authority regulations, authority intervention, fire, natural disaster, virus, water damage, war, mobilization or military conscription to a similar extent, seizure, trade or currency restrictions, rebellions and riots, general shortage of material, restricted power supply or faults or delay in deliveries from partners caused by each such circumstance as described in this section.

A Party who wishes to invoke its exemption from liability according to section 13.1 shall immediately notify the other Party in writing.

If fulfillment of the Agreement is delayed more than three (3) months on the basis of one of the grounds specified in section 13.1, each Party may terminate the agreement immediately through a written notice to the other Party. Following such termination, the Supplier has a right to compensation for work performed.

## **Intellectual property**

The Supplier warrants that the Supplier, through ownership or license, holds all rights, including intellectual property rights, which are required to enter into and to perform its obligations under the Agreement. The Supplier is liable towards the Customer and shall indemnify and hold the Customer harmless if the Supplier's Software, the Supplier's Equipment or the Supplier's Data or other material or equipment provided or included by the Supplier, not including software, equipment, data or material provided to the Supplier from the Customer, infringes a Third Party's rights, including intellectual property rights.

The Customer warrants that the Customer, through ownership or license, holds all rights, including intellectual property rights, which are required to enter into and to perform its obligations under the Agreement. The Customer is liable towards the Supplier and shall indemnify and hold the Supplier harmless if the Customer's Software, the Customer's Equipment or the Customer's Data or other material provided or included by the Customer, infringes a Third Party's rights including intellectual property rights.

In addition to what is stated in section 14.1 and 14.2, the Parties have no liability towards each other following an infringement or claimed infringement in a Third Party's rights, including intellectual property rights.

All intellectual property rights to the Supplier's Software, the Supplier's Equipment and the Supplier's Data as well as other material or equipment provided or included by the Supplier when providing the Service is and remains the property of the Supplier or the licensor.

All intellectual property rights to the Customer's Software, the Supplier's Equipment and the Customer's Data as well as other material or equipment provided or included by the Customer is and remains the property of the Customer or its licensor. The Supplier has the right to use the Customer's Software, the Customer's Equipment and the Customer's Data to the extent it is necessary for the Supplier to fulfil its obligations under the Agreement.

## **Data Protection**

The Customer and the Supplier agree that the Customer is the data controller and the Supplier its data processor regarding all potential personal data processed by the Supplier to perform its obligations under this Agreement. The Customer shall ensure that all measures necessary are taken (and will be taken on a regular basis when so is required) to ensure that the Supplier's potential processing of such personal data is in accordance with applicable data protection legislation, including Regulation (EU) 2016/679 of the European Parliament and of the Council ("GDPR").

If the Customer, as a part of fulfilling the Customer's obligations under this section 15, recognizes or requests that the Customer and the Supplier enter into a data processing agreement, the Customer and the Supplier agree that the Supplier's standard data processing agreement shall be used. The Supplier's standard data processing agreement is available on the Supplier's website.

The Customer shall, during the term of this Agreement, indemnify the Supplier from all damage and losses attributable to the Customer's lack of compliance with its obligations under this section 15.

## **Personell**

The Customer undertakes, during the term of the Agreement and for a period of one (1) year thereafter, not to hire or actively attempt to hire a person who is or has been engaged in providing the Service.

## **Confidentiality**

The Parties undertake to, during the term of this Agreement and three (3) years thereafter, not disclose Confidential Information to a Third Party to a greater extent than is required under this Agreement, unless agreed otherwise. Furthermore, the Parties undertake to take necessary measures to prevent unauthorized disclosure of Confidential Information to a Third Party by a Party's employees or hired consultants.

Confidentiality does not apply if a Party is obligated to disclose Confidential Information under statutory requirements, court order, authority decision or binding stock exchange rules. If a Party is obligated to disclose Confidential Information, the other shall Party be notified regarding such disclosure.

Confidentiality does not apply to the extent a Party is required to use or disclose Confidential Information in order to protect its own interest in relation to the other Party as a result of a dispute regarding this Agreement or to enforce a right under this Agreement.

## **Assignment**

The Customer's rights and/or obligations under the Agreement may not entirely or partially be assigned without the Supplier's written approval.

The Supplier has the right to assign rights and/or obligations under the Agreement to a Third Party without the Customer's approval.

## **Entire Agreement**

This Agreement constitutes the Parties' entire regulation for the purpose of the Agreement.

## **Invalidation of terms and non-abstention**

If any term of the Agreement or parts thereof are invalidated or non-enforceable, the remaining terms of the Agreement shall remain in full effect and an enforceable term that mirror the Parties' intentions shall replace the invalidated term. The Supplier's omission to enforce a term is not an abstention from future enforcement.

## **Notices**

Any notice under this Agreement must be written and delivered or sent by messenger, mail, facsimile or e-mail to the addresses designated by the Parties in the Agreement or by later notice.

The notice shall be considered to have reached the recipient:

20. by messenger – at delivery;
21. by mail - three (3) business days following delivery to postal services;
22. by facsimile – at the time of sending, if receiving has been duly confirmed by receipt or other confirmation by the recipient;
23. by e-mail – at the time of sending, if receiving has been duly confirmed by receipt or other confirmation by the recipient.

## **Disputes**

Any dispute arising in connection with this Agreement shall be resolved through arbitration in accordance with the rules of arbitration issued by the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration shall take place in Stockholm, Sweden. If the value of the dispute does not exceed SEK 750,000, the dispute shall be settled by general court in accordance with Swedish law, with Stockholm District Court as the first instance.