



General Terms & Conditions

1. The Scope

1.1. Application of general terms and conditions

These general terms and conditions shall apply to software service delivered via data network by Supplier to the Customer. Services may also include other software services, as well as other services offered by the Supplier. The contents of the services have been agreed on in more detail in the enclosed service description. The Software service shall include tasks related to the training of the Customer's personnel and the deployment of the software service only to the extent agreed in writing.

These general terms and conditions shall apply unless otherwise agreed in writing between the parties.

1.2. Definitions

"Agreement" means the terms of the Order Confirmation and these General terms and conditions, read together.

"Customer Data" means information or materials transferred by the Customer to the software service or information or material otherwise provided or made available to the Supplier for Customer and for purposes of the software service or other information or material specified as Customer Data by the parties.

"Software" means the Supplier's software program/s provided to the Customer through the Software Service.

"Software Service" the service delivered via data network or other similar service for the provision of access to and the right to use the Software including tasks related to the training of the Customer's personnel and the deployment and maintenance of the Software to the extent set out in this Agreement or alternatively agreed in writing.

"Invoicing Period" means the period for which the Customer is entitled to use the Software Service by payment of the amount of the relevant invoice.

"Customer" means both the consumer Customer and corporate Customer.

2. Coming into effect and transfer of the agreement

The agreement comes into effect when parties have signed the agreement or the Customer has otherwise begun to use the Supplier's service or the Supplier has received the Customer's order in writing or by email.

3. Delivery, production and use of the Service

The Supplier shall be liable to deliver the Software service on agreed time or within a reasonable time from receiving the order if the delivery time has not been agreed.

The Customer's responsibility is to do its best to contribute the service delivery and access to Customer's data and systems.

Both the Customer and the Supplier shall be responsible for the protection of Customer Data. The Customer shall be responsible for preparing the hardware, connections, software and data systems to meet the operating environment specifications delivered by the Supplier, and for ensuring that the software service fulfills Customer's intended purpose.

The Supplier undertakes to perform the tasks for which it is responsible for in conformity with the agreement, with due care and with the professional skills required for the tasks.

The Supplier delivers the software service in conformity with the agreement. An Instruction manual and related updates shall be on Customer's view in network in connection with the service.

The Supplier has the right to deliver the service in conformity with the agreement in the way it considers best. The Supplier has the right to change the Service techniques and factors relating to use of the service and update data systems and software.

The Supplier shall grant the Customer the right of use of the services in conformity with the agreement. The Customer shall use service and equipment, software, documents and other material delivered by right of use in connection with the service in accordance with the Supplier's instructions and only to agreed purpose.

Errors in Supplier's own systems and servers shall be repaired without delay. The Supplier shall have the right to suspend the delivery of the software service due to installation, change or maintenance work of general data network or due to severe data security risk to the software service or if required by law or regulation by authorities. If the Supplier suspends the software service, it shall inform the Customer of the suspension and the duration of the suspension in good time in

advance or, if this is not reasonably possible, without delay after the Supplier has learned of such matter.

The Supplier shall have the right to deny the Customer access to the software service without first hearing the Customer, if the Supplier reasonably suspects that the Customer loads or uses the software service in such a manner as to jeopardize the delivery of the software service to other users. The Supplier shall without undue delay inform the Customer of the reasons for such denial and pursue to restrict the interruption as short as possible.

The Supplier shall not be responsible for the contents or functionality of the services, information of data network or other received information, as well as disturbances thereof. The Supplier shall not be responsible for disturbances from data network or elsewhere focused on the Customer or data system or unauthorized use or its trial or other comparable or corresponding factors. The Supplier shall not be responsible for third parties' faults or errors.

The Customer's own liability is to make backup copies of the Data and emails saved in the service. The Supplier shall also make backup copies, but it is not responsible in case of losing the Data due to e.g. damage in hardware, natural catastrophe or due to a factor beyond the Suppliers influence or any force majeure situation.

The Supplier shall have the right to disclose the Customer Data within the limits obliged by valid legislation.

4. Compensation for expenses and damages

The Supplier shall only be responsible for damages proved to be due to its own intentional or serious act of negligence. The liability shall always be limited to not more than the amount corresponding the Supplier's six (6) month's fixed and service specific monthly payment or in partial deliveries not more than the amount corresponding the partial delivery.

Compensation for damages must be claimed against the Supplier within a month from detecting the damage or when it should have been detected or in delay cases from the delivery.

The Supplier shall not compensate indirect, assets-focused, foreseeable or unexpected damages.

The Customer shall be responsible for its password use and shall undertake to store its password in a way that third parties have no access to it. The holder of the password i.e. the Customer shall be responsible for actions made through its password or by using its password. The Customer shall be responsible for returning the Supplier all Supplier's property including the password, as well as to

finish the use of the Supplier's intellectual property rights without delay when this agreement is terminated on whatever the reason shall be.

The Customer shall be responsible for user rights, marketing permissions and compensation of data it has used. The Customer shall also be responsible for the correctness of the data it has given and performed and for the expenses due to correcting the incorrect data. Should the Customer use the service for illegal or unethical actions, such as e.g. sending junk mail, the Customer shall be fully responsible for all damages caused to the Supplier or third parties. The Customer shall also otherwise use the service at its own risk and shall be responsible for its own actions when using the service.

The Customer shall not load the Supplier's servers by keeping there more data than it has been restricted in the service entity or otherwise use them against the service entity.

The Customer shall release the Supplier and its employees from all possible consequences caused by the Customer's actions or its action in Internet network or otherwise by the service.

This agreement regulates detailed the Supplier's responsibility due to breach of agreement, as well as the Supplier's liability for damages.

5. Payments

Invoicing shall be done beforehand according to agreed invoicing periods. The customer relationship and the invoicing period shall begin when the order has been received or the system or user access for Customer has been delivered.

If the overdue payment has not been paid, the Supplier has the right to prevent the use of the service until the payment has been made. A new opening fee shall be charged of the reopening of the use.

The invoices must be paid on invoice due dates. If the payment is late, the Supplier has the right to charge interest on delayed payment from the period after due date. The Supplier shall charge a reasonable compensation of each reminder sent.

The Supplier has the right to change the service price and price structure. The Customer shall be notified of price changes in connection with an invoice or otherwise by email three (3) months before change shall come into force.

The Supplier has the right to develop and change the service. The Supplier shall notify the Customer of such possible changes in advance. The Customer shall be responsible for possible expenses arising from such changes.

The Supplier has the right to change the pricing if the usage of the service by the Customer shall significantly differ from agreed or otherwise from normal usage.

6. Rights and Customer data

The intellectual property rights to the software service and amendments thereto shall belong to the Supplier or a third party.

The intellectual property rights and the title to the Customer Data shall belong to the Customer or a third party.

The Supplier has the right to use Customer Data only for the purposes of the agreement. The Supplier shall take all necessary measures to protect Customer Data.

The Customer shall be responsible for Customer Data and for ensuring that the Customer Data or its use do not infringe third party rights or violate any legislation as in force from time to time.

Unless otherwise agreed in writing, the Supplier shall provide the Customer with the Customer Data upon the Customer's written request within 30 days of the Customer's written request. The Customer Data shall be delivered in an electronic form commonly in use. The Supplier shall have the right to charge for the collection, processing and delivery of the information in accordance with agreed pricing principles. The Supplier's responsibility to keep the Customer Data terminates 60 days from termination or expiration of the agreement, after which the Supplier shall at its own expense destroy the Customer Data. The Supplier shall be entitled to destroy or retain the Customer Data to the extent required by law or regulation of authorities.

7. Closing of the service

The Customer has the right to request closing of the service or restriction of use of it. The Supplier has, however, the right to charge a basic fee from closing time. A new opening fee shall be charged of the reopening of the use.

8. Infringement of intellectual property rights

8.1. The Supplier warrants that the deliverables (i.e. software services agreed herein) do not infringe third party intellectual property rights in the agreed country of delivery or use. Unless otherwise agreed in writing, the agreed country of delivery and use shall be Sweden. The Customer shall be responsible for the above mentioned factors for its own Customer Data.

8.2. The Supplier shall at its own expense indemnify the Customer against claims brought against the Customer that the Software or Software Service infringes any third party intellectual property rights in the agreed country of delivery or use, provided that the Customer promptly notifies the Supplier in writing of such claim/s and permits the Supplier to defend or settle the claims on behalf to the Customer and gives to the Supplier, at the request of the Supplier and at the Supplier's expense, all necessary information and assistance available including all the necessary authorizations. The Supplier shall pay all damages awarded in a trial or agreed to be paid to a third party if the Customer has acted in accordance with its obligations in terms of this section 8.2.

8.3. If in the reasonable opinion of the Supplier the deliverables infringe third party intellectual property rights in the agreed country of delivery or use or if such infringement has been confirmed in a trial, the Supplier shall and may at its own expense and discretion either (a) obtain the right to continue use of the deliverables for the Customer; (b) replace the deliverables with a product or service that complies with the agreement and corresponds to the agreed deliverables; or (c) modify the deliverables in order to eliminate the infringement in such a manner that the modified deliverables complies with the agreement. If none of the abovementioned alternatives is available to the Supplier on reasonable terms, the Customer shall, at the request of the Supplier, stop using the deliverables and return it, and the Supplier shall refund the price paid by the Customer for the deliverables deducted with the proportion of the price corresponding to time that the Customer has already used the deliverables.

8.4. The Supplier shall, however, not be liable if the claim (a) is asserted by a company, which exercises control over the Customer or which is controlled by the Customer within the definition of

control laid down in the Accounting Act; (b) results from alteration of the deliverable by the Customer or from compliance with the Customer's written instructions; (c) results from use of the deliverable in combination with any product or service not supplied or approved by the Supplier; or (d) could have been avoided by the use of a released product or service that complies with the agreement and corresponds with the deliverables and which product or service is offered for use to the Customer by the Supplier without separate charge.

The Supplier's liability for infringement of intellectual property rights in the deliverables shall be limited to this section 8.

9. Force majeure

Neither party shall be liable for delay and damage caused by an impediment beyond the party's control and which the party could not have reasonably taken into account at the time of conclusion of the agreement and whose consequences the party could not reasonably have avoided or overcome.

Each party shall without delay inform the other party in writing of a force majeure event and the termination of the force majeure event.

10. Validity

The agreement shall be valid until further notice with three (3) month's term of notice, unless otherwise agreed in writing. In case a party delivers the termination notice later than 30 days after invoicing period has begun, the termination of the agreement shall come into effect after the next invoicing period has ended. The Supplier has the right to charge service fees until the notice period has ended. Already paid service fees shall not be returned. The Supplier may terminate the agreement immediately without any notice period, if the Customer has not paid the overdue payment and the delay has continued for 28 days from invoice due date, the Customer's assets have been ordered to be transferred in bankruptcy or liquidation, the Customer has been announced impecunious in repossession, the Customer disturbs other network communications or the Customer uses the service in illegal activities or activities against good practice. For example, if the Customer sends junk mail, that is considered to be activity against good practice.

11. Confidentiality

In connection with the agreement, the parties may receive from each other commercial and technical information, which belong to other party's business secrets or to which the other party has the intellectual property right. The Supplier's business secrets include all development material, applications and final results relating to agreement or tender documents and services. The Customer has no right to utilize the received information in its own business or in business of its sphere of interest or in other activities without the Supplier's written approval. The sphere of interest include the companies belonging to the same group with the Customer and persons belonging to decisionmaking bodies of such companies and persons and companies closely related to them. The Customer shall not expose received information and disclose them to any third party. Only the use of necessary information required to fulfill the agreement is allowed. This condition shall also be obeyed after the agreement has been terminated.

The Supplier shall not expose any documents, files or email registers, or disclose them to any third party.

The Supplier has the right to freely use the know-how achieved from contractual relationship in its business activities, e.g. in service development work.

The Supplier has the right to mention the Customer's name and tell generally about the service quality when marketing its services, unless the Customer has specifically forbidden it.

12. Termination assistance upon termination of the agreement

12.1. On expiration or termination of the agreement, the Supplier shall reasonable contribute in the transition of the Software Service to another Supplier. Unless otherwise agreed in writing, the obligation to contribute ends after 3 months from the expiration or termination of the agreement. The agreed hourly pricing principles shall apply to services relating to the Supplier's obligation to contribute to the transfer.

12.2. The obligation to contribute to the transfer mentioned in section 12.1 shall not apply if the agreement is terminated due to a material breach by the Customer. The Supplier shall, however, also have the obligation to contribute to the transfer mentioned in section 12.1 in a situation referred above in this section 12.2, if the Customer settles all amounts due to the Supplier and provides an acceptable guarantee for further payments under the agreement.

13. Applicable law and settlement of disputes

Any dispute, controversy or claim arising out of or relating to the agreement, or the breach termination or validity thereof shall be finally settled in district court of the Supplier's place of domicile. The agreement shall be governed by the laws of Sweden. The Supplier shall reserve a right to change these general terms and conditions, as well as prices. The Customer shall be informed of the changes not later than (3) three months beforehand.

14. Validity of general terms and conditions

These general terms and conditions shall be valid when they have been published in connection with the delivered service. These general terms and conditions shall replace all Supplier's previous conditions and delivery terms.