

# General Terms and Conditions

## iBinder

These General Terms and Conditions shall govern the rights and obligations of the Supplier and the Customer upon the use of services and materials provided on iBinder.com.

### § 1 Definitions

**"Agreement"** means the agreement for the Service entered into between the Parties on iBinder.com or via a separate agreement and which is governed by these General Terms and Conditions.

**"Customer"** means the party which has entered into the Agreement with the Supplier.

**"Customer Data"** means data, drawings and other information or documentation uploaded, stored, adapted or otherwise processed by the Customer on the Supplier's servers within the framework of the Service.

**"General Terms and Conditions"** means these general terms and conditions.

**"iBinder.com"** means the website iBinder.com and the contents on the same from time to time, as well as the websites of the Supplier with national domains in the countries where the Supplier conducts business.

**"Party"** means either the Supplier or the Customer and **"Parties"** means both the Supplier and the Customer.

**"Service"** means the software application(s) provided by the Supplier to the Customer via different types of subscriptions.

**"Supplier"** means iBinder AB (Swedish registration number 556573-1592).

### § 2 Licence

The Agreement is made by a separate instrument entered into by the Customer and the Supplier or by the Customer calling off the Service on iBinder.com.

If the Customer is invited by any other customer to use a product which such other customer is licenced to use by the Supplier, the Supplier grants the Customer a non-exclusive, non-transferable, fixed-term licence to the Customer to use the product which is the subject of the invitation. Such a licence shall expire no later than at the expiry of the underlying licence for the product in question. These General Terms and Conditions shall, to the extent applicable, govern the Customer's licence to use such product as provided for by this section.

If the Customer via the Service is offered the opportunity to order distribution of information, a separate distribution agreement shall be entered into between the Customer and the distributor in question. The Supplier shall not be liable for any such agreement entered into between the Customer and such a distributor or for the rightful performance of the same.

### § 3 The quality of the Service

The Service is a so-called Software as a Service (SaaS) and applications required for the use of the Service are provided by the Supplier to the Customer via the internet.

Planned downtime shall ordinarily happen during weekends or during business days between 8pm and 6am CET. The Supplier shall notify the Customer of any scheduled downtime no later than two days before the scheduled downtime by posting a notice on the log-in page of iBinder.com or by other appropriate means. Scheduled downtime for

the Service may occur up to twelve times a year, but no single scheduled downtime may exceed six hours.

Unscheduled downtime refers to interruptions where the Service is unavailable to the Customer, but which could not have been foreseen or notified in advance by the Supplier. The Supplier shall always be entitled to implement measures which are required for operational or security reasons.

In the event of a defect in the Service the Supplier shall rectify the defect as soon as the circumstances permits. If the Customer detects a defect in the Service, it shall without delay notify this to the Supplier.

The Supplier's liability for defects and the failure to meet agreed service levels shall not apply to defects and failures which are caused by the following circumstances:

- (a) circumstances for which the Customer are liable under the Agreement;
- (b) circumstances that fall outside the Supplier's scope of responsibility in relation to the Service; or
- (c) viruses or other security-related attacks, provided that the Supplier has implemented precautionary measures in accordance with agreed requirements or, in the absence of such requirements, that the Supplier has implemented precautionary measures in line with applicable professional standards.

### § 4 Customer Data

The Supplier shall maintain a high level of security to prevent any unauthorised attempts to access the Customer Data.

The Supplier shall procure that the Customer Data is backed up at least once every 24<sup>th</sup> hour and that such back-up files are stored in a safe and secure manner for 30 days.

The Supplier and any sub-suppliers may only use the Customer Data for purposes which relate to the provision of the Service.

The Supplier shall be entitled to erase the Customer's Data:

- (1) after the expiry of the Agreement;
- (2) if the Customer fails to perform its obligations under the Agreement;
- (3) if the Supplier finds or has reasonable cause to believe that the Customer has treated information in a manner which could constitute an infringement of copyright or intellectual property rights of any third party or which otherwise could be regarded as irresponsible or unethical; or
- (4) if the Customer in any other way than as described in item (3) above fails to comply with Swedish law or any other legislation applicable to the information which is processed as part of the Service or on iBinder.com.

The Supplier shall be entitled to transfer information from iBinder.com to any other data medium for technical reasons. Back-up information may be retrieved upon the Customer's request, in which case such retrieval will be charged in accordance with the applicable price list or as otherwise may have been agreed between the Parties.

### § 5 Confidentiality

Each Party undertakes to protect Confidential Information received from the other Party in an appropriate manner and with the same degree of care which it applies to its own confidential information. **"Confidential Information"** means all information and all data of a confidential nature, including the Agreement and documentation relating to the Service and data concerning the Parties' respective business operations, which is provided by either Party to the other Party in connection with the Agreement. Part undertakes not to disclose or avail itself of Confidential Information other than as provided below. Confidential Information shall only be disclosed to such directors, employees, consultants or cooperation partners who require access to such information to enable the provision or use of the Service or to enable a Party to perform its obligations under the Agreement. If Confidential Information is provided to any such director employee, consultant or cooperation partner by a Party, such Party shall procure that the recipient of the information is bound by confidentiality

undertakings which in all material respects correspond to those set out in the Agreement. A Party's obligations to observe confidentiality as set out above does not apply to the disclosure or use of Confidential Information in cases where the Party can demonstrate (a) that the information was lawfully in the Party's possession prior to disclosure by the other Party, without an obligation to keep the same secret, (b) that the Party subsequently has gained access to the information from a third party who is not bound by an obligation of confidentiality in respect of the same, (c) that the information has become generally available other than through breach of this confidentiality undertaking, or (d) that the information is required to be disclosed by the Party by a governmental authority with relevant powers, under a ruling by a court of law, by law or regulation applicable to it or by a rule of a stock exchange on which its shares (or those of an affiliate) are listed or traded. Each Party shall without delay notify the other Party upon becoming aware of any unauthorised use or disclosure of Confidential Information. This confidentiality undertaking is effective during as well as after the term of the Agreement. The Supplier shall, in the absence of any agreement to the contrary, however be entitled to refer to the Customer as a customer to the Supplier in connection with sales or marketing activities, independent of the medium. The Supplier shall also be entitled to use the Customer's brands and logotypes when conducting such activities.

#### **§ 6 Processing of personal data**

The Supplier shall be entitled to such collect personal data from the Customer which is necessary for the Supplier's performance of its obligations under the Agreement. All such data will be processed by iBinder AB in its capacity as data controller pursuant to the Supplier's privacy policy, which is accessible on iBinder.com.

The Supplier has the right to change identification codes and other user-related information if the Supplier deems it necessary for operational or security reasons.

If personal data of the Customer will be processed by the Supplier as part of the Service, the Customer will be the data controller and the Supplier the data processor for such processing. A separate data processing agreement shall in such instances be made between Supplier and the Customer in respect of the processing of personal data for the Customer's account.

#### **§ 7 Customer's undertakings**

The Customer is responsible for obtaining any equipment and software required for the use of the Service.

When using the Service, the Customer undertakes to fully comply with Swedish and other applicable legislation, in particular with regard to any information that is sent, stored, communicated or otherwise processed within the scope of the Service and on iBinder.com. The Customer shall ensure that its processing of information does not infringe any third party's rights under the Swedish Act on Copyright in Literary and Artistic Works (1960:729) or other applicable laws. If the Customer uses software, presentations, drawings or other works to which the Customer has obtained access through the Service, the Customer shall be responsible for ensuring that it has the right to use such works.

The Customer shall be liable for every action undertaken by it within the scope of Service and on iBinder.com by the use of the Customer's usernames and identification codes.

The Customer shall be obliged to ensure that all data files and other information communicated in connection with the Service are free of viruses and other defects that may affect the functioning or performance of the Service.

If the Customer's data files or other information are found to disrupt the functioning or performance of the Service, the Supplier may suspend the Customer until the cause of the disruption has been eliminated.

#### **§ 8 Fees, payments and audits**

The Customer shall pay a fee to the Supplier for the Service pursuant to the applicable price list, unless otherwise has been agreed in writing between the Parties. Each fee increase shall be notified via iBinder.com or in any other manner which is clear to the Customer no less than 30 days prior to the effective date thereof.

Unless otherwise agreed between the Parties, all fees for the Service shall be invoiced by the Supplier monthly in advance, except for customer with annual subscriptions. Payment shall be made by the Customer within 30 days from the invoice date. The Supplier is entitled to change the aforesaid payment terms if justified by the Customer's deteriorating financial conditions.

Objections to invoices will only be considered if made by the Customer no later than 10 calendar days from the invoice date.

Penalty interest is chargeable on unpaid amounts from the due date thereof in accordance with the Swedish Interest Act (1975:635) or any successor legislation.

The Supplier shall have the right to suspend the Customer from the Service if the Customer, despite a written payment reminder, fails to pay any overdue amount to the Supplier. If, after such a suspension, the Customer pays the overdue amount and desires to regain access to the Service it shall first pay a reopening fee to the Supplier. Such a reopening fee shall never exceed the applicable monthly fee payable by the Customer.

The Supplier shall be entitled to terminate the Agreement with immediate effect upon any repeated payment failures by the Customer or if any payment by the Customer is more than 15 days overdue. The Customer shall compensate the Supplier for any losses incurred by it due to any payment failure by the Customer.

The Supplier shall be entitled to conduct an audit if deemed required to verify that the correctness of the information provided by the Customer as a basis for the pricing of the Service or if there is reason to believe that this information has changed. If such an audit takes place, the Supplier shall have the right to obtain assistance from an external examiner. Audits may be performed during the term of the Agreement, as well as for a period of 12 months after the expiry of the Agreement. The Supplier shall bear the costs of such audit if the Customer's information proves correct; if the information proves incorrect in any material respect the Customer shall bear those costs. The Customer shall forthwith upon request provide any and all documents and information reasonably required by the Supplier to enable it to perform such an audit.

#### **§ 9 Intellectual property rights**

The Supplier and/or the Supplier's licensors hold all rights, including intellectual property rights to the Service and the software associated therewith, such as, without limitation, all patents, copyrights pattern protection and trademarks. Unless specifically agreed between the Parties, nothing in these General Terms and Conditions shall be interpreted as a transfer to the Customer of any of the foregoing rights or any part thereof.

The Customer's use of the Service shall not confer upon the Supplier any intellectual property or other rights in respect of the Customer Data other than the right to use the same in connection with the provision or development of the Service.

The Supplier shall procure that use of the Service does not infringe upon intellectual property rights of any third party. The Supplier undertakes to indemnify and hold the Customer harmless from and against any claims made against the Customer for the infringement of any third-party rights in connection with the Customer's use of the Service as laid down by the Agreement. Further, the Supplier shall compensate the Customer for any costs and damages which the Customer may be obligated to pay under any settlement or court ruling as the result of such infringement. This liability of the Supplier is conditional upon the Customer giving notice to the Supplier without undue delay of any claims made or actions brought against the Customer and the Supplier

being offered the sole right to decide upon the defence against such claims or actions and to negotiate arrangements or settlements associated therewith. Notwithstanding anything to the contrary in these General Terms and Conditions, the Supplier shall not be liable for the Customer Data or the Customer's use or processing of such data in connection with the use of the Service.

The Customer shall procure that use of the Customer Data does not infringe upon intellectual property rights of any third party. The Customer undertakes to indemnify and hold the Supplier harmless from and against any claims made against the Supplier for the infringement of a third-party rights in connection with the use of the Customer Data or other information which is stored or otherwise used by the Customer within the framework of the Service. Further, the Customer shall compensate the Supplier for any costs and damages which the Supplier may be obligated to pay under any a settlement or court ruling as the result of such infringement. This liability of the Customer is conditional upon the Supplier giving notice to the Customer without undue delay of any claims made or actions brought against the Supplier and the Customer being offered the sole right to decide upon the defence against such claims or actions and to negotiate arrangements or settlements associated therewith.

#### **§ 10 The Supplier's right to suspend the Customer from the Service**

The Supplier has an unlimited right to suspend the Customer immediately from continued use of the Service or terminate the Agreement with immediate effect if the Customer:

(1) processes information within the framework of the Service in a manner which infringes a third party's copyright or other rights in violation of applicable law or otherwise is deemed unethical or immoral; or

(2) without the Supplier's approval attempts to destroy, distort or gain unauthorised access to information when using Service.

Furthermore, the Supplier shall be entitled to compensation from the Customer for any losses incurred by the Supplier as a result of actions by the Customer in violation of items (1) and (2) above.

#### **§ 11 Limitation of liability**

If a Party is prevented from fulfilling any of its obligations under the Agreement as a result of any cause or causes beyond the Party's control and the consequences of which the Party could not reasonably have prevented or overcome - such as lightning strikes, labour market conflicts, fires, natural disasters, changes in government authority regulations, government authority interventions, network failures or failures by devices outside its own data centres, or failures or delays in services of subcontractors caused by any of the circumstances listed above - the Party shall be excused from performance of such obligations for so long as such cause or causes prevents it from performing them. If the Service is materially restricted for a period exceeding two consecutive months due to any such cause or causes ("**Force Majeure**"), each Party shall be entitled to terminate the Agreement without any liability to pay damages to the other Party by reason of contractual breach.

A Party which seeks relief under this section shall notify the other Party about the cause or causes allegedly constituting Force Majeure. Such notice shall be given without undue delay at the time when the Party foresaw or ought to have foreseen the existences of the cause or causes which may constitute Force Majeure and when it or those have ceased to exist.

Neither Party shall be liable for any indirect damages incurred by the other Party or any third party due to a Party's breach of any of the terms of this Agreement. Further, each Party's liability under the Agreement shall not exceed an aggregate amount equal to 15 % of the fees paid by the Customer to the Supplier during the preceding 12-month period. None of the foregoing limitation shall, however, apply in respect of

breaches by the Customer of its obligations pursuant to § 9 (Intellectual property rights),

#### **§ 12 Changes in the General Terms and Conditions or the Service**

The Supplier is entitled to modify iBinder.com and the Service in the form of updates. Modifications which can be implemented without inconvenience to the Customer may be implemented at any time. Other modifications shall be notified to the Customer within a reasonable time on iBinder.com or in any other appropriate manner.

Unless otherwise is agreed between the Parties, the Supplier shall be entitled to amend these General Terms and Conditions as deemed required by it. The Customer shall be notified of all amendments of these General Terms and Conditions pursuant to this § 12 on iBinder.com or in any other manner which is clear to the Customer.

If amendment of these General Terms and Conditions results in a material disadvantage to the Customer, the Customer shall be entitled to terminate the Agreement effective from the time when the amendment should have entered into force.

#### **§ 13 Transfers**

The Customer may not transfer its rights or transfer or delegate its obligations under the Agreement to any other party without first having obtained the written approval of the Supplier.

The Supplier may transfer all or any part of its rights under the Agreement without the Customer's approval. The Supplier may also transfer or delegate its obligations under the Agreement to any other member of the corporate group to which the Supplier belongs, from time to time.

#### **§ 14 Term and termination**

Each Party may terminate the Agreement by the giving of one (1) month's written notice to the other Party.

Each Party may also immediately terminate the Agreement by the giving of written notice:

(a) in the event of a material failure by the other Party to comply with its obligations under the Agreement and such failure is not remedied (if remedial) within 15 days after notice of such failure is given to it; or

(b) if the other Party is declared bankrupt, enters into composition proceedings, becomes the subject of business reconstruction or similar insolvency proceedings, or is dissolved or placed into liquidation.

The Supplier may terminate the Agreement with 30 days' notice if the Supplier's agreement with its main subcontractor for cloud services underlying the Service terminates.

Any termination notice must be in writing to be valid.

The Supplier shall erase all information, including the Subscriber Data, no later than 6 months after the expiry of the Agreement. If personal data has been processed by the Supplier as the Customer's data processor such data shall be dealt with as provided in the applicable data processing agreement entered into by the Customer with iBinder AB.

#### **§ 15 Governing law and dispute resolution**

The Agreement and these General Terms and Conditions are governed by Swedish law.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the

Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm.

Notwithstanding the foregoing, the Supplier shall always be entitled to seek collection of due and undisputed claims by debt collection of other executive procedures or in a court of law.