

# Appendix B – Voyado General Terms and Conditions

## 1 General

1.1 These General Terms and Conditions together with the other agreement documents govern the use of the Services.

## 2 Definitions

2.1 Any terms defined in the other agreement documents shall have the same meaning when used herein. The following terms shall have the meaning ascribed below:

- “Acceptance Procedure”: the procedure and methods for testing of the Implementation Project and the Services as detailed in the Statement of Work.
- “Acceptance Criteria”: the criteria against which the delivery will be measured for acceptance.
- “Add-On Services”: services not part of Supplier’s standard offer and as specified and agreed in the Main Agreement. For the avoidance of doubt, an Add-On Service may also be an External Service.
- “Authorised Users”: the individuals within the Customer’s organisation authorised to use the Services.
- Business days: means all days except for weekends and Swedish public holidays.
- “Confidential Information”: means all material, non-public, business-related information, written or oral, that is disclosed or made available through the Agreement. Confidential Information includes, but is not limited to this Agreement, price information, trade secrets, ideas, concepts, techniques, designs, software, source code, computer programs, business activities etc. Confidential Information also includes information exchanged between the Parties under any non-disclosure agreement entered into prior to this Agreement.

- “Customer’s Data”: information entered in the Services by the Customer or created through Customer’s use of the Service.
- “Defect”: means any material deviations from the Specification with an impact on the functionality which is not non-significant.
- “Effective Date”: the date when this Agreement is duly signed by authorised parties by both Parties.
- “Enhancement Requests”: means consultancy services for additional functionality, enhancements, trainings etc. which may be provided by call-off as described in Section 9 below.
- “External Services”: services provided by cooperation partners to Supplier as described in Section 5.2 below. For the avoidance of doubt, an External Service may also be an Add-On Service.
- “Implementation Project”: the services provided by Supplier for implementation of the Services as detailed in the Statement of Work.
- “Intellectual Property Rights”: means all patents, inventions, trademarks, logos, design rights (whether registered or not), applications for any of the foregoing, copyright, software, database rights, domain names, know-how and other similar rights or obligations whether registerable or not in any country.
- “License Activation Date”: The date when the Services fulfil the Acceptance Criteria’s and Regular License will start to be charged.
- “Services”: the services and functionality as specified in the Specification and the Agreement.

## 3 Scope of the Services and Supplier’s undertakings

3.1 The Supplier undertakes to deliver the Services as described in the Specification and this Agreement subject to the terms and conditions.

- 3.2 The Supplier shall deliver the Implementation Project as described in the Statement of Work and in Section 6 below.
- 3.3 All Services shall be performed with due care and in a professional workmanlike manner.

#### **4 Customer's Responsibilities**

- 4.1 The Customer agrees that the Services are to be used for lawful purposes only and in accordance with all applicable legislation, and the Customer undertakes to indemnify the Supplier for any and all claims from a third party aimed at the Supplier arising from the Customer's use of the Services in breach of this Agreement.
- 4.2 For the processing of Personal Data, the Parties have entered into a Data Processing Agreement. The Customer is responsible, as Data Controller, for the lawful processing of Personal Data that takes place by means of the Customer's use of the Services as described in the Data Processing Agreement. Customer is further responsible to ensure that all Personal Data has been obtained in a lawful manner and that it has all necessary consent, permits and approvals (as applicable) for the processing. Customer may not provide sensitive (Special Categories of Personal Data under article 9 GDPR) into the Services unless specifically agreed between the Parties in writing and subject to agreed specific instructions.
- 4.3 In the event of a breach of this section 4, the Supplier is entitled and free to choose, effective immediately, whether to restrict access to the Services or give notice to terminate the Agreement and receive compensation for any damages. The Supplier reserves the right to charge the Customer any expense or cost for measures taken by the Supplier resulting from misuse by the Customer. In the event of a breach of this clause, the Supplier reserves the right to retain information (however not personal

data) stored by the Supplier, awaiting the Customer's performance, as surety for its claim.

#### **5 Prices and terms of payment**

- 5.1 Applicable prices and rates for the Services are specified in Appendix A – Prices and Charges.
- 5.2 External Services: In order to be able to offer the Customer high quality in every aspect, the Supplier cooperates with leading external service providers. Against this background, the Parties agree that in the event the Supplier's service providers adjust the prices they charge to the Supplier, the Supplier is entitled to implement a corresponding price adjustment vis-à-vis the Customer for External Services. The Supplier undertakes to notify the Customer as soon as possible but at least one (1) month before the implementation of such a price adjustment. Supplier shall, upon request by the Customer, present documentation from the external service provider demonstrating the price adjustment.
- 5.3 Regular License: The Parties are aware that the Supplier procures capacity of contacts per quarter. If the Customer's volume of contacts falls to a level where the total volume is below the most recently invoiced price level, the Regular license will be downgraded by at most one price level per quarter. If the Customer increases the volume of contacts during a month, the Customer will be invoiced for the average volume of contacts during the month..
- 5.4 External Services: The Customer can use Voyado to communicate with its customer by text message. If Customer sends longer messages, these will be divided into 160 characters per message and charged as separate text messages. Text messages are pre-paid, in accordance with the price list specified in Appendix A – Prices and Charges. If a price adjustment is made in accordance with clause 5.2 above, the amount of available text messages

purchased before the change will be adjusted according to the new price(s). All other volume-based services and External Services pursuant are invoiced in arrears at the end of each month. All prices will be converted to SEK (Swedish krona) if applicable, using the equivalent date for the exchange rate as for the invoice date. The source for the exchange rate is Sweden's central bank; Riksbanken. volume-based services in which a certain maximum level is agreed for a certain price (e.g. number of addresses in a database, number of user etc.) are automatically updated to the next price level when this limit is exceeded.

5.5 All prices are specified exclusive of value-added tax, customs, duties and other similar taxes and Customer is responsible for all such. Except for text messages which shall be pre-paid with instant payment, payment falls due no later than thirty (30) days after the invoice's date of issue. In the event of overdue payment, default interest will be charged pursuant to the Swedish Interest Act (1975:635). Furthermore, the Parties agree that the Supplier is entitled to adjust its prices annually on the 1<sup>st</sup> of January, pursuant to Statistics Sweden's National Labour Market Cost Index (AKI).

5.6 In the event of non-payment, where such late payment is not subject to a good faith dispute, the Supplier is entitled and free to choose whether to block access to the Services until payment in full has been received or to give notice to terminate the Agreement. Such notice of termination requires the Supplier to have given the Customer a thirty (30) day deadline for rectification. Supplier is entitled to set-off any claims the Customer might have against Supplier for any outstanding fees.

## **6 Implementation Project**

6.1 The Implementation Project is described in the Statement of Work which shall be detailed and agreed between the Parties.

6.2 When performing the Implementation Project, Supplier shall follow reasonable instructions regarding IT-security, guidelines and code of conducts if notified by Customer well in advance prior to the commencement of the Implementation Project and if such does not cause any unreasonable inconvenience or additional costs for Supplier. The Supplier shall, to the best of its ability, endeavour to minimise disruptions to the Customer's ongoing business activities.

6.3 If agreed in the Statement of Work, Supplier shall cooperate with any third party vendors to the Customer as reasonable requested by the Customer and given that such cooperation does not cause any unreasonable inconvenience or additional costs not covered by the agreed price for the Implementation Project. Such vendors shall be required to enter into a confidentiality agreement if required by Supplier.

6.4 The Supplier is only responsible for the undertakings and circumstances specified and detailed in this Agreement. In addition to what is stated in the Statement of Work, the Customer is responsible for the following undertakings/circumstances:

6.4.1 Customer's IT-environment, including integrations and interfaces between the Services and the Customer's IT-environment and any third party applications.

6.4.2 Appointment of a designated project manager which shall act as the Supplier's main point of contact and which shall have the authority to give binding directions and decisions for the Customer. The project manager and its contact details shall be specified in the Statement of Work.

6.4.3 The Customer shall manage the Implementation Project, coordinate and provide all necessary resources and access rights, including to any of Customer's third party vendors.

Personnel from Customer shall have appropriate competence and training for assigned task and the necessary power of authority.

- 6.4.4 Provide Supplier with the documentation and information necessary to deliver the Implementation Project and the Services.
- 6.4.5 Provide files for the various integration flows based on fixed formats as specified by the Supplier.
- 6.4.6 Comply with the Supplier's technical specifications as identified under the discovery phase or as specified in the Statement of Work.
- 6.4.7 Actively work to ensure that the Services can be performed according to the time plan, included, but not limited to reviewing and providing feedback on results and reports provided by the Supplier and to make necessary decisions in due time.
- 6.5 Changes to the scope of the Statement of Work requires a written change order signed by both Parties. Both Parties may suggest changes and Supplier shall thereafter specify (i) the estimated costs, the (ii) changes to the time plan, and (iii) changes to undertakings/requirements on Customer.
- 6.6 Supplier is entitled to compensation for reasonable travel costs (out of pocket expense) if the Parties have agreed on travels.

## **7 Acceptance**

- 7.1 Acceptance Procedure and the Acceptance Criteria for the delivery of the Implementation Project and the Services shall be agreed and specified in the Statement of Work.
- 7.2 The Implementation Project and the Services shall be deemed delivered when the Acceptance Testing has been carried out and the Services fulfils the Acceptance Criteria or, if earlier, when the Customer has started utilizing the

Services (hence, when the Customer has access to the Services and can use at least parts of the Services). Deviations which are insignificant for the intended use of the Services shall not affect the determination of acceptance.

- 7.3 If following the Acceptance Procedure, the Acceptance Criteria should not be fulfilled, Supplier shall remedy any deviations and the Acceptance Procedure shall be repeated until it fulfils the Acceptance Criteria. Delays are governed by Section 8 below.
- 7.4 When the Services fulfils the Acceptance Criteria as above, License Activation Date occurs and Regular License instead of Project License will apply. If the Implementation Project and the delivery of the Services are however delayed past the dates for final acceptance testing as specified in the Statement of Work due to circumstances not attributable to Supplier, Supplier shall be entitled to charge Regular License from the intended date for final acceptance testing (as specified in the time plan in the Statement of Work).
- 7.5 The Customer is responsible for providing the test environment and all other requirements agreed in the Statement of Work.

## **8 Time Plan and Delay**

- 8.1 The Implementation Project shall be delivered in accordance with the Time Plan specified in the Statement of Work.
- 8.2 If the Parties have agreed on a final delivery date for the Implementation Project and the Implementation Project is not accepted by this date, the Supplier shall be deemed in delay. The Supplier shall then remedy any Defects as soon as reasonable possible but at least within forty-five (45) days, if the Implementation Project is still not accepted by this date, the Parties shall jointly set a final deadline for acceptance. If the Implementation Project is not accepted by this date the

Customer shall either be entitled to a price reduction of the Implementation Project equivalent to the applicable delay or be entitled to terminate the Agreement with immediate effect and to be re-funded any pre-paid fees for the Implementation Project.

- 8.3 Supplier shall however not be deemed in delay and section 8.2 above shall not apply if the delay is caused by circumstances attributable to Customer, such as, but not limited to, delays regarding Customer's third party vendors, Customer's personnel, necessary access or approvals etc. In the event the delay is caused by Customer, Supplier shall be entitled to compensation for additional work according to Supplier's applicable hourly rates and any additional costs for Supplier.

## 9 Enhancement Requests

- 9.1 Enhancement Requests are requests for functionality or various consultancy services which are not part of Supplier's standard offer, but which may be provided upon the Parties mutual agreement. All such services shall be detailed in a statement of work or service description and be provided under the terms of this Agreement and further subject to Supplier's applicable hourly rates unless otherwise agreed.

## 10 Equipment requirements

- 10.1 The Customer is responsible at all times for both access to and costs of any and all technical equipment and software which are required to use the Services. The Services requires a modern web browser and an internet connection. Information about which operating system and web browser that are supported by the System will be provided by the Supplier upon request.

## 11 Users and Access to the Service

- 11.1 The Service may only be utilised by the Superuser (as defined below) and the other Authorised Users designated by the Customer. The number of

Authorised Users is restricted to the quantity specified in the Licensing Agreement and the Customer is responsible for approving access to Authorised Users and for maintaining the confidentiality of usernames, passwords and account information. Customer is responsible for all use and any harm caused by its users, including unauthorised users who were able to gain access through any actions or omissions of Customer. Customer agrees to immediately notify Supplier of any unauthorised use.

- 11.2 Customer shall not permit use of the Service which (i) in any manner violates applicable legislation or issued guidelines, (ii) may be considered harassing, promotes racism or hatred or is otherwise damaging to any person or property, (iii) violates privacy rights, (iv), infringes any Intellectual Property Rights or other proprietary rights, (v) interferes with the operations of the Services, including any action that imposes or may impose an unreasonable or disproportionately large load on our or our third party providers infrastructure, interferes or disrupts any networks, equipment or servers connected with the Services, or (vi) constitutes fraud or misrepresentation.
- 11.3 From among its users, the Customer must designate one or more contact persons who are responsible for contact with the Supplier in support issues ("**Superusers**"). The number of Superusers are detailed in the Main Agreement.
- 11.4 The Service Level for availability (Up-time) is described in Appendix C – Voyado Essential Support and Service Level Agreement.
- 11.5 Supplier may monitor how the Services are used and performed and collect and use quantitative, non-identifiable data derived from the use of the Services for analytics and other business purposes.

- 11.6 Essential support is included free of charge in Voyado and as described in Appendix C – Voyado Essential Support and Service Level Agreement. Additional requested support is invoiced per hour according to the rates in Appendix A – Prices and Charges or subject to a premium support agreement.
- 11.7 Supplier reserves the right to take remedial action if Customer violates the restrictions under this Section 11, including disablement of access to the Services without incurring any liability to Customer.

## **12 Updates and new versions**

- 12.1 As part of the Supplier's ongoing effort to improve and develop the Service, the Supplier is entitled to update and make other changes to the Services. Any change which results in the removal of or any drastic reduction in the key-functionality that existed at the Effective Date of this Agreement must be notified within reasonable time from when the applicable change is to be implemented. Provided that the change involves a clear and substantial functionality impairment or restriction for the Customer and that the Customer states in writing within fourteen (14) days that said change or restriction is not acceptable, the Customer has the right to terminate the Agreement effective from the day on which the change is implemented and to be refunded the advance payment for the Regular License paid for the period from the date of the implementation of the change. The Supplier shall however always be allowed to implement changes necessary due to regulatory requirements.

## **13 Liability for Defects**

- 13.1 If any Defects in the Services should occur, Customer shall notify such Defects to the Supplier as soon as possible but no later than seven (7) Business Days after becoming aware of the Defect. The Supplier shall then

remedy the Defect as soon as reasonably possible without any cost for Customer. In the event an error or fault should prove to not be Supplier's responsibility, Supplier shall be compensated for any performed work according to Supplier's applicable hourly rates.

## **14 Customer data**

- 14.1 The Customer retains the rights to Customer's Data in the Services. Customer has the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property rights ownership of and/or right to use all Customer Data and Customer hereby warrants that it has and will continue to have all rights and consents necessary to allow us to process such data as stated in this Agreement. The Supplier ensures that necessary technical and organizational measures are adopted to protect the Customer's Data stored with the Supplier from unauthorized access, destruction and modification.
- 14.2 The Supplier undertakes to refrain from handing over Customer's Data to a third party, except in instances where such an obligation complies with a statute, statutory order, court order or court ruling (not limited to Swedish legislation).
- 14.3 The Supplier may only process customer data in order to perform responsibilities under this Agreement and the Customer's instructions. This paragraph notwithstanding, customer information (not containing personal data) may be used by the Supplier for statistical purposes in a manner that is aggregated, non-personally identifiable and does not identify the Customer.

## **15 Intellectual Property Rights**

- 15.1 During the term of the Agreement, the Customer is granted a limited, non-exclusive and non-transferable right to use the Services solely for the Customer's internal business interests

and subject to the terms of this Agreement.

- 15.2 Other than the usage right in Section 15.1 above, all Intellectual Property Rights and proprietary rights relating to the Services or created, developed or used in or in connection therewith belong to Supplier, or, if applicable, our third party licensors and this Agreement does not transfer any Intellectual Property Rights to the Customer.
- 15.3 The Customer is not entitled to adapt, translate, arrange, reverse engineer, decompile, disassemble or otherwise modify any software or part of the Services without obtaining the advance written approval of the Supplier. If approved, all Intellectual Property Rights concerning such modifications will belong to the Supplier without separate compensation. Customer may further not copy or recreate any source or object code unless explicitly permitted by applicable mandatory law.
- 15.4 Supplier or a third party appointed by Customer, however not a competitor to Customer, may, at any time during Customer's normal business hours and upon reasonable advance notice, conduct an audit at your premises to ascertain if Customer's use of the Services is in compliance with this Agreement. The audit will be conducted on Supplier's expense, but Customer shall reasonably assist Supplier in the conduct of such audit and shall grant Supplier reasonable access to Customer's premises and computer equipment solely for the purpose described herein. In the event an audit should reveal that Customer is in breach of the terms of this Agreement, Customer shall promptly reimburse Supplier for the costs of such audit.
- 15.5 The Customer may provide Supplier with suggestions of modifications, improvements and other ideas regarding the Service, ("**Feedback**"). Supplier shall be entitled to freely use such Feedback and incorporate it into

the Services without any obligation to compensate the Customer.

## **16 Infringements of third party intellectual property rights**

- 16.1 Supplier shall compensate the Customer for reasonable and proven damages which has been finally awarded in a judgement or approved settlement due to reasonable claims that the Services infringes any Intellectual Property Right of a third Party within the jurisdiction of this Agreement. This indemnity shall apply provided that Customer notifies Supplier as soon as becoming aware of the claim, no admission of liability is made, and Supplier is given sole authority, information and assistance for the defence or settlement of the claim.
- 16.2 The indemnity in Section 16.1 above, shall not apply for any claim that, (i) arises of any unauthorised use of the Services, or (ii) arises out of the use of the Services in combination with any software or equipment not approved in writing by Supplier, or (iii) reasonably could have been avoided if Supplier's written instructions had been followed. Supplier has no liability towards Customer if Customer continues to use the Services after the end of such usage rights.
- 16.3 If the Services is subject to an infringement or misappropriation claim, or in Supplier's reasonable opinion is likely to become, Supplier may at its own expense and option, elect to either: (i) procure the right for Customer to continue using the Services, (ii) make such alterations/modifications so that it becomes non-infringing without incurring a material diminution in performance and function, or (iii) replace the Services with a non-infringing substantially similar substitute. If none of these are available, Supplier may terminate the Agreement and refund Customer any prepaid fees.

16.4 This Section 16 constitutes Supplier's entire liability for infringement claims.

## **17 Force Majeure**

17.1 Except for Customer's payment obligations, neither Party can be held liable for any undertakings or for loss or damage in the event that a Party is prevented from performing its obligation due to circumstances that are beyond that Party's control. For example, but not limited to, legal enactment in Sweden or abroad, official action in Sweden or abroad, events of war, large-scale mobilization or calling up of troops, requisition, sequestration, strike, blockade, lockout, break-in, water damage, fire damage, stroke of lightning, flooding or other similar circumstance. The provisions concerning strike, lockout and blockade also applies, even if the Party is the object of or takes such industrial action. A Party cannot be held liable for loss or damage caused by stoppage or other disturbance of automatic data processing, data transfer, telecommunications, other electronic communication or power supply or for any other similar reason beyond that Party's control.

## **18 Subcontractors**

18.1 The Supplier is entitled to use subcontractors for the provision of the Services to the Customer. Supplier shall however remain fully liable for such subcontractors towards the Customer. All use of any subprocessors is governed by the Data Processing Agreement.

## **19 Liability and Limitation of Liability**

19.1 A Party shall be liable for any damage caused to the other Party due to breaches of this Agreement. Neither Party shall however be liable for any indirect damage, such as, loss of profit, loss of production, loss of data or similar.

19.2 A Party's aggregate liability shall be limited to a sum that at most equates to the price paid for the Services

(excluding fees from External Services) in the twelve (12) months prior to when the damage occurred, or in the event the Agreement has not yet been in force for twelve (12) months, the average monthly fees (excluding fees for External Services) multiplied by twelve (12). In order for compensation to be payable, a claim must be submitted within one (1) month from the time the loss/damage is detected or should have been detected.

19.3 The limitations in this Section 19 shall not apply for damages caused by a Party due to gross negligence or wilful misconduct, unauthorised disclosure of Confidential Information under Section 21, breaches of Section 15 (Intellectual Property Rights), Section 4.1 and, if applicable, Section 22 and Section 23.

19.4 Both Parties shall procure and maintain reasonable insurance for potential liability under this Agreement.

## **20 Reference**

20.1 The Supplier is entitled to use the Customer's trademark and name as a reference strictly for marketing purposes. The Supplier is furthermore entitled to issue a press release concerning the Customer's choice of the Services at the signing of the Agreement.

## **21 Confidentiality**

21.1 The Parties agree to hold any Confidential Information in strict confidence and not, without the prior written consent of the disclosing party, to disclose any part of it to any persons other than employees, directors or professional advisors directly concerned with the dealings under the Agreement and whose knowledge is essential for such dealings. The party receiving the Confidential Information from the disclosing party, i.e., the receiving party, shall ensure that anyone to whom the receiving party discloses the Confidential Information to complies with the obligations under this section 21 and enters into written



confidentiality undertakings, except where any such persons is already subject to similar and sufficient legal or other duties of confidentiality. Customer agrees to not use Confidential Information for any other purposes than use of the Service in accordance with the Agreement and to promptly inform Supplier if the Customer becomes aware that the obligations in this section 21 are compromised. A Party shall further be entitled to disclose Confidential Information to the extent that such must be disclosed (i) pursuant to a legal obligation or by order of court or supervisory authority or (ii) subject to a need-to-know basis in connection with a due-diligence process with e.g. mergers, acquisitions, funding etc.

- 21.2 The confidentiality undertakings in this Agreement shall survive five (5) years after the termination of this Agreement.

## **22 Facebook Add-On Services**

- 22.1 If the Customer utilizes any Add-On Services from Facebook, such as Facebook Audience or Facebook CAPI, the Customer agrees and warrants that it has the necessary rights, permissions, and lawful basis to disclose and use the applicable data in compliance with all applicable law and that the Supplier hereby is authorized to disclose such data to Facebook on behalf of Customer. The Customer further agrees to adhere to Facebooks relevant terms for the use of the applicable services as applicable from time to time. Customer is fully liable towards Supplier for any damage caused to Supplier by breach of the terms in this Section 22.

## **23 Google Match Add-On Service**

- 23.1 If the Customer utilizes any Add-On Services from Google such as Google Customer Match, the Customer agrees to adhere to all requirements and advertising polices for the use of the service as specified by Google and as applicable from time to time. Customer is fully liable towards Supplier for any

damages caused to Supplier by breach of the terms in this Section 23.

## **24 Assignment of Agreement, etc.**

- 24.1 Neither Part shall be entitled to assign or transfer all or any of its rights, benefits or obligations under this Agreement without the written approval of the other Party, except that Supplier may transfer and assign this Agreement to an affiliate.

## **25 Term and Termination**

- 25.1 The Agreement shall enter into force upon the Effective Date and shall remain in force until terminated. The term for each Agreement is stated in the Main Agreement.

- 25.2 Both Parties shall be entitled to immediately terminate the Agreement if:

a) the other party enters into bankruptcy, reorganization, composition negotiations or liquidation proceedings.

b) the other Party commits a material breach of the Agreement which remains unremedied thirty (30) days after the Party has notified the breaching Party of the applicable breach. Repeated failures to pay invoices in due time and breaches of the Intellectual Property Provisions shall always be considered a material breach.

- 25.3 Upon the termination of this Agreement, for whatever reason, Customer's right to use the Services will automatically terminate and Customer shall return all documentation regarding the Services to Supplier.

- 25.4 Upon termination of this Agreement, Supplier shall after Customers request provide the Customer Data in a standardised format at Customer's cost. Supplier will store the Customer Data one (1) month after the termination of

this Agreement after which all Customer Data will be deleted.

25.5 Sections naturally intended to survive the termination of this Agreement, such as Section 15 (Intellectual Property Rights) Section 19 (Liability and Limitation of Liability), Section 21 (Confidentiality) and Section 28 (Applicable law and Disputes) shall continue in full force and effect and survive the termination of this Agreement.

25.6 Termination shall not affect the Supplier's right to payment up until the date of termination.

## **26 Modification of the Agreement and General Terms and Conditions**

26.1 The Supplier is entitled to modify the Agreement if deemed necessary due to regulatory requirements, changes regarding subcontractors or company policies. The Customer must be notified of such modification no less than sixty (60) days before the modification enters into effect. If the Customer objects to the modification within thirty (30) days from receiving the notification, the Customer is entitled to terminate the Agreement and be refunded the price paid for any pre-paid Services concerning the time after the implementation of the change.

## **27 Miscellaneous**

27.1 Supplier's failure to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of Supplier's rights or deprive Supplier of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

27.2 Supplier and Customer are independent contractors, and this Agreement shall not be construed to appoint either Party as a representative of the other or give a Party the authority to represent the other Party.

27.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

27.4 Unless expressly stated otherwise in this Agreement, all changes and amendments to this Agreement shall be in writing and signed by both Parties.

27.5 In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

27.6 Customer's remedies are exclusively set forth in this Agreement and no other indemnities or remedies, whether in law or practice shall apply.

## **28 Applicable law and disputes**

28.1 This Agreement shall be governed by Swedish law, except for its rules regarding international private 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").

28.2 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 and the language for the proceedings shall be English or Swedish. Any judgements, material or documentation subject to the proceedings shall be subject to confidentiality.

