

Voyado Engage General Terms and Conditions 2023-05-31

1. General

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

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:

- **"Acceptable Use Policy"**: conditions for use of the Product as made available by the Supplier from time to time.
- **"Acceptance Criteria"**: the criteria against which the delivery will be measured for acceptance.
- **"Acceptance Procedure"**: the procedure and methods for testing of the Implementation Project and the Product as detailed in the Statement of Work.
- **"Affiliate"**: means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Supplier.
- **"Authorized Users"**: the individuals within the Customer's organization authorized to use the Product.
- **"Business Days"** means all days except for weekends and Swedish public holidays.
- **"Component"**: functionality not part of standard product, available as add-on functionality.
- **"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 the 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 the Agreement.
- **"Customer Data"**: information entered in the Product by the Customer or created through Customer's use of the Product.
- **"Customer Development"** means consultancy services for additional functionality, enhancements, trainings etc. which may be provided by call-off as described in Section 9 below.
- **"Defect"** means any material deviations from the specifications with an impact on the functionality which is not non-significant.
- **"Documentation"** means written information, including specifications, technical manuals, training material or other material regarding the Product, as made available to the Customer online or in any other matter.
- **"Effective Date"**: the date when the Agreement is duly signed by authorized individuals from both Parties.
- **"Implementation Project"**: the services provided by Supplier for implementation of the Product as detailed in the Statement of Work, if applicable.
- **"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 Product fulfills the Acceptance Criteria's or as otherwise stated in Section 7.4 below or the Main Agreement and when Regular License will start to be charged.
- **"Main Agreement"** is the agreement document named "License Agreement".
- **"Product"**: the functionality described in the specification and the Agreement.

- **“Third Party Services”** means all products, services and functionality not provided by the Supplier, including but not limited to, integrations, social media connections and data enrichment services. Third Party Services are subject to the applicable terms and DPA (as applicable) from that party.

3. Scope of the Product and Supplier’s Undertakings

- 3.1 The Supplier undertakes to deliver the Product as described in the specification and the Agreement subject to the terms and conditions.
- 3.2 In the event the Parties have agreed on Supplier’s provision of an Implementation Project, the Supplier shall deliver the Implementation Project as described in the Statement of Work and in Section 6 below.
- 3.3 The Product shall be delivered with due care and in a professional workmanlike manner.

4. Customer’s Responsibilities

- 4.1 The Customer agrees that the Product is to be used for lawful purposes only, in accordance with all applicable legislation, the Acceptable Use Policy and all other Documentation.
- 4.2 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 Product 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 Product and Components are specified in Appendix A – Prices.
- 5.2 Third Party 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 Third Party 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 Regular License fee is based on a fixed fee per Component, Authorized Users and Superusers, and a variable fee depending on the volume of contacts. The minimum Regular License fee will be invoiced yearly in advance and will include the fixed yearly fee for Components, Authorized Users, Superusers and the total minimum contact volume fee for the coming twelve (12) months. The first invoice for the yearly fee will be invoiced at the License Activation Date or as otherwise stated in Section 7.4. Any overage above the minimum volume level for contacts will be invoiced retroactively and quarterly based on the Customer’s total number of contacts as per the average level of contacts during that quarter. SMS and overage for email above the included level (as stated in Appendix A) are invoiced in arrears at the end of each month. In the event the Customer orders additional Components during the agreement year, such will be invoiced in advance in accordance with the remaining year, hence if there are three (3) months left on the agreement year, three (3) months will be Invoiced.
- 5.4 SMS: The Customer can use Voyado Engage to communicate with its customers by SMS. If Customer sends longer messages, these will be divided into 160 characters per message and charged as separate SMS. The Supplier may request that SMS are pre-paid. If a price

adjustment is made in accordance with Section 5.2 above, the amount of available SMS purchased before the change will be adjusted according to the new price(s). All other volume-based services 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 users 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 the Customer is responsible for all such costs. Except for SMS 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 1st of January, pursuant to an index of seven percent (7%). The Supplier may pass on price increases to the Customer, arising from an obligation pursuant to legislation and regulations. Such price changes will be communicated to the Customer by the Supplier via email as soon as possible.
- 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 Product 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. In the event of late payment, the Supplier further reserves the right to charge a reminder fee to cover the costs of follow-up and administration. The reminder fee will be charged in accordance with applicable legislation. Supplier is entitled to set-off any claims the Customer might have against Supplier for any outstanding fees.

6. Implementation Project

- 6.1 In the event the Supplier shall perform an Implementation Project, such shall be described in the Statement of Work. Further, the provisions in Sections 6 (Implementation Project), Section 7 (Acceptance) and Section 8 (Time Plan and Delay) applies. If the implementation is performed by a partner, the Supplier will be entitled to charge Regular License from the License Activation Date as stated in the Main Agreement instead of according to the below.
- 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, endeavor to minimize 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 the 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 Product and the Customer's IT-environment and any third-party applications.
 - 6.4.2 Appointment of a designated project manager who shall act as the Supplier's main point of contact and who 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 the assigned tasks and the necessary power of authority.
- 6.4.4 Provide Supplier with the documentation and information necessary to deliver the Implementation Project and the Product.
- 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 Product can be delivered according to the time plan, including 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 Product shall be agreed and specified in the Statement of Work.
- 7.2 The Implementation Project and the Product shall be deemed delivered and accepted by the Customer when the Acceptance Testing has been carried out and the Product fulfills the Acceptance Criteria. Acceptance shall be documented in writing in a project closure protocol, in the event the Customer has not approved, or made legitimate reservations, in such within one (1) week from the date of the acceptance testing, the Customer shall be deemed to have approved the Product. The Customer shall also be deemed as having approved the Product and the Implementation Project if it has started utilizing the Product (hence, when the Customer has access to the Product and can use at least parts of the Product, for example by starting to send e-mails and doing IP-warm up). Deviations which are insignificant for the intended use of the Product 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 Product is deemed delivered as described in Section 7.2 above, License Activation Date occurs and Regular License instead of Project License will apply. If the Implementation Project and the delivery of the Product are however delayed past the dates for project closure 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 project closure (as specified in the time plan in the Statement of Work) and, further any remaining payment for the Implementation Project. Supplier shall also be entitled to charge all additional hours spent on the Implementation Project according to the Supplier's standard hourly rates.
- 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 Implementation Project is not accepted by the date for project closure as specified in the time plan, the Supplier shall be deemed to be in delay. The Supplier shall then remedy any Defects as soon as reasonably 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 to be 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.

9. Customer Development

- 9.1 Customer Development 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 the 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 Product. The Product 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 Product

- 11.1 The Product may only be utilized by the Superuser (as defined below) and the other Authorized Users designated by the Customer. The number of Authorized Users is restricted to the quantity specified in the License Agreement and the Customer is responsible for approving access to Authorized 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 unauthorized users who were able to gain access through any actions or omissions of Customer. Customer agrees to immediately notify Supplier of any unauthorized use.
- 11.2 Customer shall not permit use of the Product 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 Product, 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 Product, 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 Supplier may monitor how the Product is used and delivered and collect and use quantitative, non-identifiable data derived from the use of the Product for analytics and other business purposes.
- 11.5 Essential support is included free of charge in Voyado Engage and as described in Appendix C – Voyado Engage Essential Support and Service Level Agreement. Additional requested

support is invoiced per hour according to the rates in Appendix A – Prices or subject to a premium support agreement.

11.6 Supplier reserves the right to take remedial action if Customer violates the restrictions under this Section 11, including disabling access to the Product without incurring any liability to Customer.

12. Updates and New Functionality

12.1 As part of the Supplier's ongoing effort to improve and develop the Product, the Supplier is entitled to update and make other changes to the Product. Any change which results in the removal of, or any drastic reduction in the key-functionality, which existed at the Effective Date of the 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.

12.2 From time to time Supplier may invite you to try services and functionality that are not generally available on a beta, pilot, or limited release ("**Exploratory Services**"). You may accept or decline any such trial at your sole discretion. Any Exploratory Services will be clearly designated as exploratory, beta, pilot, limited release, developer preview, non-production or by a description of similar import. Exploratory Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Exploratory Services are not considered part of the "Product" hereunder and are provided "as is" with no express or implied warranty or liability. Supplier may discontinue Exploratory Services at any time in its sole discretion and may never make them generally available.

12.3 The Supplier offers certain machine-based functionality that is designed to operate with varying levels of autonomy and that can generate output such as predictions and recommendations, ("**AI-functionality**"). The Customer may use such functionality which will then automatically input Customer Data to the AI functionality and/or provide own input to the Product, and receive output generated and returned by the Product ("**Output**"). Output will constitute Customer Data and the terms for such shall apply. Supplier may use Output to provide, develop and maintain the Product, comply with applicable law, and enforce our policies. The Customer agrees and acknowledges that the Supplier cannot guarantee the correctness, uniqueness, quality, or that the Output is fit for the intended purpose. AI-functionality is provided "as is" and Supplier does not accept any responsibility for such. Customer is responsible for Output, including for ensuring that it does not violate any applicable law or this Agreement. The Customer should evaluate the accuracy of any Output as appropriate for its use case, including by using human review of the Output.

13. Liability for Defects

13.1 If any Defects in the Product 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.

13.2 Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of the Supplier's or product roadmaps in entering into the Agreement.

Customer acknowledges that (i) the Product has not been specifically designed to meet its and/or any of its customer's or end-user's individual requirements; and (ii) the Product will not be error-free, uninterrupted, or free from unauthorized access (including third party hackers or denial of Product attacks). Except as expressly stated in the Agreement, the Supplier gives no warranties or other terms as to merchantability, suitability, originality, or fitness for a particular use or purpose.

14. Customer Data

- 14.1 The Customer retains the rights to Customer Data in the Product. The 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 the 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 the Agreement. The Supplier ensures that necessary technical and organizational measures are adopted to protect the Customer Data stored with the Supplier from unauthorized access, destruction, and modification.
- 14.2 The Supplier undertakes to refrain from handing over Customer 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 the 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 and further, to analyse, develop, test, and operate, provide and support the Products and/or any of products of the Supplier and its Affiliates.
- 14.4 The Customer agrees that the Supplier may track user interactions with the Product and page performance related data on the Product. The Supplier will use this collected data to identify problems in time, improve user experience and facilitate and improve operation of the Product. Any data collected is only used for these support and user experience improvement purposes. A Customer or individual user may opt-out from such tracking by notifying the Supplier as described in the privacy policy made available in the Product.

15. Personal Data

- 15.1 For the processing of Personal Data, the Parties have entered into a data processing agreement ("DPA"). 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 Product as described in the DPA. 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 Product unless specifically agreed between the Parties in writing and subject to agreed specific instructions.

16. Intellectual Property Rights

- 16.1 During the term of the Agreement, the Customer is granted a limited, non-exclusive and non-transferable right to use the Product solely for the Customer's internal business interests and subject to the terms of the Agreement.
- 16.2 Other than the usage right in Section 16.1 above, all Intellectual Property Rights and proprietary rights relating to the Product or created, developed or used in or in connection therewith belong to Supplier, or, if applicable, our third party licensors. The Agreement does not transfer any Intellectual Property Rights to the Customer.
- 16.3 The Customer is not entitled to adapt, translate, arrange, reverse engineer, decompile, disassemble or otherwise modify any software or part of the Product 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.

- 16.4 The Customer may provide Supplier with suggestions of modifications, improvements and other ideas regarding the Product, ("**Feedback**"). Supplier shall be entitled to freely use such Feedback and incorporate it into the Product without any obligation to compensate the Customer.

17. Indemnity

- 17.1 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 Product infringes any Intellectual Property Right of a third Party within the jurisdiction of the 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 defense or settlement of the claim.
- 17.2 The indemnity in Section 17.1 above, shall not apply for any claim that, (i) arises of any unauthorized use of the Product, or (ii) arises out of the use of the Product 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 Product after the end of such usage rights.
- 17.3 If the Product is subject to an infringement or misappropriation claim, or in Supplier's reasonable opinion is likely to become subject to such claim, Supplier may at its own expense and option, elect to either: (i) procure the right for Customer to continue using the Product, (ii) make such alterations/modifications so that it becomes non-infringing without incurring a material diminution in performance and function, or (iii) replace the Product with a non-infringing substantially similar substitute. If none of these are available, Supplier may terminate the Agreement and refund Customer any prepaid fees. This Section 17 constitutes Supplier's entire liability for infringement claims.
- 17.4 Customer will indemnify and, at Supplier's election, defend Supplier against: (i) any claims (including, but not limited to, any claims, fines, penalties, or losses) or other liabilities brought against the Supplier and subcontractors by any third party (including, but not limited to, any other of Supplier's customer, subcontractors or governmental or regulatory authority) relating to Customer Data, Output, or Customer's use of the Product (including, but not limited to, any such claim which relates to infringement or misappropriation of any intellectual property rights of any third party or any breach or violation of laws or regulations); and (ii) all damages finally awarded against the Supplier, with respect to these claims.
- 17.5 This Section 17 states each Party's entire liability, and the other Party's sole remedy, for the type of claim described in these Sections.

18. Force Majeure

- 18.1 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.

19. Subcontractors

19.1 The Supplier is entitled to use subcontractors for the provision of the Product to the Customer. Supplier shall however remain fully liable for such subcontractors towards the Customer. All use of any sub-processors is governed by the DPA.

20. Liability and Limitation of Liability

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

20.2 A Party's aggregate liability shall be limited to a sum that at most equates to the price paid for the Product (excluding fees from volume functionality and Components) 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 volume functionality) 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.

20.3 The limitations in this Section 20 shall not apply for damages caused by a Party due to gross negligence or willful misconduct, unauthorized disclosure of Confidential Information under Section 22, breaches of Section 16 (Intellectual Property Rights), Section 4.1 (Customer's Responsibilities) and, if applicable, Section 23 (Third Party Services).

20.4 Both Parties shall procure and maintain reasonable insurance for potential liability under the Agreement.

21. Reference

21.1 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 Product at the signing of the Agreement.

22. Confidentiality

22.1 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 22 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 Product in accordance with the Agreement and to promptly inform Supplier if the Customer becomes aware that the obligations in this section 22 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. Supplier shall further be entitled to disclose Confidential information to fully owned subsidiaries.

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

23. Third Party Services

23.1 Supplier does not accept any responsibility or liability for Third Party Services. If the Customer utilizes any such, the Customer agrees and warrants that it, as applicable, has (i) the necessary rights, permissions and lawful basis to disclose and use any applicable data and (ii) that the Supplier hereby is authorized to disclose such data to applicable third parties as instructed by the Customer. Further, (iii) Customer agrees and acknowledges that third party terms may apply and that the Customer is responsible to follow all such and to indemnify the Supplier for any damages caused by the Customer's use of Third Party Services or breach of this Section 23. Supplier has no liability if a Third Party Service is discontinued.

24. Assignment of Agreement

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

1. the other Party enters into bankruptcy, reorganization, composition negotiations or liquidation proceedings.
2. 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 the Agreement, for whatever reason, Customer's right to use the Product will automatically terminate and Customer shall return all documentation regarding the Product to Supplier.

25.4 Upon termination of the Agreement, Supplier shall after Customer's request provide the Customer Data in a standardized format at Customer's cost. Supplier will store the Customer Data one (1) month after the termination of the Agreement after which all Customer Data will be deleted.

25.5 Sections naturally intended to survive the termination of the Agreement, such as Section 16 (Intellectual Property Rights) Section 20 (Liability and Limitation of Liability), Section 22 (Confidentiality) and Section 29 (Applicable Law and Disputes) shall continue in full force and effect and survive the termination of the Agreement.

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

26. Modification

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 Product concerning the time after the implementation of the change.

27. Audit

27.1 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 Customer's premises to ascertain if Customer's use of the Product 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.

28. Miscellaneous

- 28.1 Supplier's failure to insist upon strict adherence to any term of the 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 the Agreement.
- 28.2 Supplier and Customer are independent contractors, and the 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.
- 28.3 The 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.
- 28.4 Unless expressly stated otherwise in the Agreement, all changes and amendments to the Agreement shall be in writing and signed by both Parties.
- 28.5 In case any provision of the 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.
- 28.6 Customer's remedies are exclusively set forth in the Agreement and no other indemnities or remedies, whether in law or practice shall apply.

29. Applicable Law and Disputes

- 29.1 The 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").
- 29.2 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.

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