Cloud Services

General terms and conditions

TechSverige

These general terms and conditions are intended for use when the supplier provides a standardised and permanent Internet based service.

These general terms and conditions constitute an appendix to the Agreement entered into between the parties. In the event of any contradictory provisions in the Agreement, the parts of the Agreement drawn up by the parties shall take precedence over these general terms and conditions.

These general terms and conditions are intended to be applied when, for example, the supplier provides storage capacity, infrastructure or software as a service (SaaS). Certain provisions only apply to SaaS Services. If the customer requires support for the startup of the Service, the parties shall enter into a separate agreement in this respect.

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1. **Definitions**

Unless the context or circumstances clearly require otherwise, the following words and phrases shall have the meanings specified below.

Access Point

Unless the parties have agreed otherwise, the point or points at which the supplier connects the Service to a public electronic communications network.

Application

The software provided in a SaaS Service.

Agreed Start Date

The date on which the Service shall be available to the customer in accordance with the Agreement.

Agreement

The agreement, including appendices, entered into between the parties.

Customer's Data

Data or other information that the customer, or another party on the customer's or a user's behalf, makes available to the supplier for its disposal as well as the result of the supplier's data processing.

Customer's Software

The software owned by the customer or which the customer is entitled to use in accordance with an agreement with a third party, and which is used in the Service.

Product Supplier

The company that grants the supplier a license to, and provides maintenance in respect of, a Third Party Application.

SaaS Service

The provision of software as a service.

Specification

The specification of the content of the Service contained in the Agreement or at the domain address specified in the Agreement and any subsequent changes thereof agreed in writing.

Actual Start Date

The date on which the Service is available to the customer.

Additional Services

Possible support services not included in the Specification.

Service(s)

Each service which the supplier, pursuant to the Agreement, shall make available to the customer over a public electronic communications network and any subsequent agreed changes thereof.

Third Party Application

Software (a) to which the copyright clearly belongs to a legal entity other than the supplier unless otherwise follows from the Agreement, or (b) specified in the Agreement as Third Party Products.

2. **The supplier's undertakings**

2.1. From each Agreed Start Date the supplier shall provide the Service at the Access Point in accordance with the terms and conditions of the Agreement and perform any agreed Additional Services. The contents of the Service are set out in the Specification.

2.2. The supplier shall perform its obligations in a professional manner. Unless otherwise follows from the Specification, the Service shall be performed in accordance with the methods and standards normally applied by the supplier for this type of service.

2.3. The supplier may engage subcontractors to perform the Service and other obligations under the Agreement. The supplier is liable for a subcontractor's work as for its own work.

2.4. Unless otherwise follows from the Agreement, the supplier may, while observing the provisions on personal data in clause 14, provide the Service, in whole or in part, from another country, provided that the supplier otherwise fulfils the terms and conditions of the Agreement.

3. **The customer's undertakings**

3.1. In order for the supplier to be able to perform its obligations under the Agreement, the customer is responsible for the following:

a) The customer shall review and notify decisions on the approval of documentation provided by the supplier, and otherwise provide the information necessary for the supplier to perform its obligations under the Agreement.

b) The customer is responsible for the communication between the customer and the Access Point and for ensuring that it has the equipment and software that the supplier, on a website or in another written manner, has stated is required to use the Service, or which otherwise is clearly required for such use.

c) The customer is responsible for faults and defects in the Customer's Software.

d) Unless otherwise follows from the Agreement, the customer is responsible for the backup of the Customer's Data.

e) The customer shall ensure that the (i) Customer's Data are free from viruses, trojans, worms or other malicious software or code; (ii) Customer's Data are in the agreed format; and (iii) Customer's Data otherwise cannot damage or interfere with the supplier's system or the Service.

f) The customer shall ensure that login details, security methods and other information provided by the supplier for access to the Service are handled confidentially in accordance with clause 16. The customer shall notify the supplier immediately in the event of any unauthorised access to information in accordance with this clause.

g) The customer shall notify the supplier immediately upon discovery of any infringements or attempted infringements that might affect the Service.

4. **Startup of the Service**

4.1. It is the supplier's responsibility that the Service is available to the customer from the Agreed Start Date. The supplier shall, in

a timely manner, have provided the instructions that are necessary for the customer to start using the Service from the Agreed Start Date. The parties may conclude a separate agreement regarding the supplier's obligations in respect of the startup of the Service. The Service shall be deemed available when the customer can start using the Service from the Access Point.

5. Changes to the Service

5.1. The supplier may, without prior notification to the customer, make changes to the Service or the method of providing it, which clearly cannot cause the customer more than minor inconvenience.

5.2. The supplier may make other changes to the Service than those set out in clause 5.1 three months after notifying the customer to this effect. The customer may, no later than when the change enters into force, terminate the Service with effect from the date the change enters into force, or such later day specified in the notice of termination, but not later than three months from the effective date of the change. However, the supplier may not make any changes to any requirements for the Service that the parties have specifically stated may not be changed.

6. The customer's use of the Service

6.1. Unless the parties have agreed otherwise, the customer is granted a non-exclusive right to use the Service in its own business only. The customer may allow contractors to use the Service on its behalf.

6.2. The customer may not copy software included in the Service or allow anyone to use the Service, other than the persons specified by the customer in accordance with clause 6.3.

6.3. The customer shall specify who is authorised to use the Service. The customer shall immediately notify the supplier if a person is no longer authorised to use the Service. The customer is responsible for the use of the Service by such specified persons.

6.4. The customer is obliged to follow any written instructions from the supplier about the use of the Service. The supplier may, after the conclusion of the Agreement, change instructions provided in accordance with clause 5.

6.5. If the supplier has stated in the Agreement that the supplier's code of conduct apply to the use of the Service, such code of conduct shall be made available to the customer on the website, or another accessible place specified in the Specification. In such event, the customer shall comply with the supplier's code of conduct when using the Service. The supplier may, after the conclusion of the Agreement, change the applicable code of conduct in accordance with clause 5.

6.6. The customer is responsible for maintaining control over the Customer's Data handled in the Service to enable the customer to prevent the dissemination of the Customer's Data as required by applicable legislation or to ensure that the Customer's Data does not contravene the supplier's code of conduct pursuant to clause 6.5.

7. Specific provisions relating to SaaS Service

7.1. Scope

The customer may use the SaaS Service for the number of licenses or other use set out in the Agreement and otherwise as set out in clause 6. If a Third Party Application is provided through the SaaS Service, clause 7.4 shall also apply. From the Actual Start Date, the supplier shall provide the update, version or release of the Application specified in the Agreement, with the changes resulting from clause 7.2.

7.2. Maintenance of the Application

The supplier shall implement the updates or new versions of the Application provided by the supplier or Product Supplier within the scope of its maintenance, and to the extent the supplier deems it appropriate for the Service. The provisions of clause 5 shall apply to the implementation of an update or a new version. The

supplier may, even if it would cause inconvenience to the customer, implement updates to the Application in order to protect the Service and/or for other security related purposes.

7.3. Documentation

The Supplier shall provide available user documentation for the use of the Application in the form of manuals and other instructions. The user documentation shall be in Swedish or English.

7.4. Specific provisions relating to Third Party Applications

The customer may only use a Third Party Application in accordance with the licensing terms issued by the Product Supplier and referred to by the supplier. With respect to Third Party Applications, the supplier's liability for faults or intellectual property infringements is restricted to an obligation to immediately report the fault or infringement to the Product Supplier. The supplier shall implement any potential solution from the Product Supplier, provided this can be done without negative interference with the Service. The supplier shall also monitor that the Product Supplier fulfils its obligations under the applicable agreement with the supplier. The supplier has no other responsibility for faults or infringements in relation to Third Party Applications. If it is finally decided that infringement has occurred or if it is likely, in the opinion of the supplier, that such infringement has occurred and the Product Supplier does not take the necessary action, the supplier may terminate the Agreement with three months' notice.

8. Restricted access to the Service

8.1. If the provision of the Service entails a risk of more than minor damage to the supplier or another customer of the Service, the Supplier may suspend or restrict the access to the Service. In connection with this, the supplier may not adopt more far-reaching measures than is justified under the circumstances. The customer shall be informed as soon as possible if the access to the Service is restricted.

8.2. Unless otherwise follows from the service level agreement, the supplier is entitled to carry out planned measures that affect the availability of the Service if required for technical, maintenance, operational or safety reasons. The supplier shall carry out such measures promptly and in a manner that limits disruptions. The supplier undertakes to notify the customer within a reasonable time prior to such measures and, if possible, to schedule such planned measures outside normal working hours.

8.3. The supplier has the right to immediately prevent further dissemination in the Service, if it is reasonable to believe that further dissemination violates applicable legislation. In exercising this right, the supplier is entitled to access any information transferred or submitted to the Service. If the supplier exercises this right, the customer shall be notified.

8.4. The supplier is entitled to prevent continued use of the Service by persons who have provided information in violation of applicable legislation or the supplier's code of conduct referred to in clause 6.5. If the supplier exercises this right, the customer shall be notified.

9. Contact persons

9.1. Each party shall appoint a contact person who shall be responsible for the cooperation in regard to the Agreement. Each party shall notify the other party of the appointed contact person. The contact persons should be authorised to represent the principal in matters concerning the implementation of the Service and any Additional Service.

10. Remuneration, fees and terms of payment

10.1. **Fees**

In consideration of the supplier's performance of the Service, the customer shall pay, from the Actual Start Date, the remuneration specified in the Agreement. For Additional Services, the customer shall pay in accordance with the supplier's from time

to time applicable price list. If the parties have made an agreement on hourly rates, the remuneration is charged on current account at the agreed hourly rates. The remuneration is exclusive of VAT and other taxes and charges relating to Services and Additional Services imposed after the Agreement was entered into. Unless otherwise stated in the Agreement, fixed fees shall be invoiced periodically in advance. With regard to Additional Services or other remuneration under the Agreement, the supplier is entitled to invoice monthly in arrears. Payment shall be made within 30 days of the date the invoice was issued.

10.2. Changes of fees

The supplier may, annually as from the start of a new calendar year, amend the agreed fees/hourly rates in accordance with the changes in Statistics Sweden's index: Labour Cost Index för tjänstemän (LCI tjm) preliminärt index, SNI 2007 kod J (Informations- och kommunikationsverksamhet), whereby the latest preliminary index number published by Statistics Sweden on the date of the Agreement (the base number) shall be compared with the latest preliminary index number published by Statistics Sweden on the date the supplier notifies the amended fees/hourly rates (the amended number). The new fees/hourly rates are calculated as follows: the amended number divided by the base number multiplied with the originally agreed fees/hourly rates.

10.3. Changes of fees for Third Party Applications

If the parties have agreed on a special license fee for the use of a Third Party Application, the supplier may, three months after notifying the customer to this effect, change the license fee for the use of the Third Party Application to the extent the Product Supplier changes said fee.

10.4. Other remuneration

In the event that the supplier incurs extra work or additional costs due to circumstances for which the customer is responsible, the customer shall remunerate the supplier for such extra work and additional costs in accordance with the supplier's from time to time applicable price list.

10.5. Final invoice

The Supplier shall, within 6 months of the end of the respective month of service, submit an invoice to the customer that covers all remaining items for that month of service. If the supplier fails to submit such an invoice, the supplier loses its right to remuneration for the services or work performed, including such remuneration referred to in clause 10.4, except with regard to its right of offset.

10.6. Delays

In event of a delay in payment, default interest and other compensation shall be paid in accordance with law. If the customer's payment is delayed and the supplier has requested the customer in writing to pay the amount due, the supplier may, 30 days after a written request to the customer with reference to this clause, withhold further provision of the Service until the customer has paid all amounts due and outstanding.

11. Intellectual property rights

11.1. The supplier and/or the supplier's licensors hold all rights, including intellectual property rights, to the Service and any software included in the Service.

11.2. The Supplier is responsible for ensuring that the customer's use of the Service does not infringe the copyright, patent or other intellectual property rights of others, provided that the customer's use is performed in accordance with the Agreement. If the infringement relates to the use of an Application that is not a Third Party Application in a SaaS Service, the supplier is only responsible under this clause 11.2 when the customer uses the Application in Sweden or another agreed country. The Supplier undertakes to defend the customer, at its own expense, against any claims made or actions brought regarding the infringement of a third party's rights due to the customer's use of the Service. The supplier shall also indemnify the customer for any costs or

damages that the customer may become liable to pay as a result of a settlement or judgment. The supplier's obligation only applies if the customer has notified the supplier in writing of a claim or action within a reasonable time and the supplier has been given sole control over the defence against such action and the sole right to negotiate any agreement or settlement. Where a third party claims that the customer's use of the Service infringes a third party's rights, the supplier is responsible for obtaining any necessary rights or procuring other non-infringing software without any costs and as limited disruption as possible to the customer or, if the infringement concerns an Application that is not a Third Party Application in a SaaS Service, modify it so that it no longer causes infringement, or terminate the Agreement with three months' notice, in which case the customer, is entitled to a reduction of the fee that corresponds to the reduction of the value of the Service as a result of the infringement. As concerns liability for infringement relating to the customer's use of a Third Party Application in a SaaS Service, the provisions in clause 7.4 shall apply instead. Other than as stated in this clause, the supplier is not liable towards the customer for infringements of a third party's intellectual property rights.

11.3. The customer is responsible for ensuring that the necessary rights to use the Customer's Software within the scope of the Service are in place. The customer undertakes to defend, at its own expense, the supplier against any claims made or actions brought regarding the infringement of a third party's rights due to use of the Customer's Software within the scope of the Service. Furthermore, the customer undertakes to indemnify the supplier against any costs or damages that the supplier may become liable to pay as a result of a settlement or judgment.. The undertaking by the customer only applies if the supplier has notified the customer in writing within a reasonable time of a claim made or action brought and the customer has been given sole control over the defence against such action and to negotiate any agreement or settlement. Where a third party claims that the use of the Customer's Software infringes upon the rights of third parties, the customer is responsible for obtaining any necessary rights. Other than as stated in this clause and clause 12.2, the customer is not liable towards the supplier for infringements of a third party's intellectual property rights.

12. The Customer's Data

12.1. In the relationship between the Customer and Supplier, the customer is the holder of all rights pertaining to the Customer's Data. Unless otherwise follows from the Agreement, work in connection with transferring Customer's Data to the customer during the term of the Agreement is an Additional Service.

12.2. The customer is liable for, and shall indemnify the supplier for, ensuring that the Customer's Data does not infringe the rights of any third party or otherwise contravene applicable law.

13. Log files

13.1. If the supplier keeps a log of the use of the Service the supplier may only, unless the parties have agreed otherwise, use the data from the log as necessary to perform the Services, and if the log does not contain any personal data for development, to investigate any misuse or analyse infringements as well as to provide information to public authorities or for statistical purposes. If data from the logs are used for statistical purposes, the data shall not contain any Customer's Data or information to which a confidentiality obligation applies, so that the customer or any individual can be identified, and such statistical analyses may not constitute personal data. The supplier shall allow the customer access to the data registered by the supplier regarding the use of the Service pursuant to this clause.

14. Personal data

14.1. When processing personal data on behalf of the customer within the scope of the Service, "Special provisions for the processing of personal data in connection with Cloud Services" issued by TechSverige 2021 shall apply to the processing of personal data, unless otherwise agreed between the parties. The parties shall

also draw up a specification of the processing of personal data. The specification of the processing of personal data shall include e.g. the object, duration, nature and purpose of the processing, the categories of personal data and the categories of data subjects.

14.2. The customer is the data controller, and the supplier is the data processor in relation to the personal data processed within the scope of the Service.

15. Security

15.1. Unless otherwise follows from the Agreement, the supplier shall comply with its internal security regulations. The supplier's internal security regulations shall be available on the website or other accessible place specified in the Specification. The supplier may, after the conclusion of the Agreement, change the applicable security regulations in accordance with clause 5.

16. Confidentiality

16.1. Each party undertakes not to, without the other party's consent, during the term of the Agreement or for a period of three years thereafter, make any unauthorized use of or disclose to a third party any information regarding the other party's business that may be considered a business or trade secret or which according to law is subject to a duty of confidentiality. Unless otherwise follows from law, the supplier's pricing information and other information that a party specifies as confidential shall always be regarded as a business or trade secret. The confidentiality obligation does not apply to information that that party can demonstrate has become known to the party other than through the assignment or which is publicly known. Furthermore, the confidentiality obligation does not apply when a party is required to disclose such information by law, court or government order or binding stock exchange regulations. Where a party is required to disclose information in such way, it shall notify the other party prior to the disclosure, to the extent permitted and possible.

16.2. A party shall ensure that confidentiality as set out above is maintained by entering into confidentiality agreements with employees or taking other appropriate measures. A party shall also ensure that subcontractors and subcontractors' employees that participate in the performance of the project sign confidentiality obligations on equivalent terms.

17. Liability for the Service

17.1. In the event of a fault in the Service, the supplier shall, if possible, remedy the fault with the urgency required by the circumstances.

If the customer has not been able to use the Service in significant respects due to a fault in the Service, the customer is also entitled to receive, for the period from the notification of the fault and during the time the fault persists, a reasonable reduction of the fee relating to the Service.

The supplier is only liable for faults pursuant to clause 17.1 if the customer has notified the supplier within a reasonable time after discovering the fault, and has stated and, if necessary demonstrated, how the fault presents itself.

If the fault is caused by the negligence of the supplier, the supplier is liable for damages, with the limitations set out in clause 18.

17.2. If the parties have agreed on service levels for the Service, this shall be specified in the Agreement.

17.3. Specific terms and conditions for fault in an Application in a SaaS Service

With regard to faults in a Third Party Application in a SaaS Service, the provisions of clause 7.4 shall apply instead.

With regard to faults in an Application that is not a Third Party Application in a SaaS Service, the customer is entitled to a reduction of the fee in accordance with clause 17.1. In this respect, the supplier is liable in accordance with clause 17.1, fourth paragraph, if the fault is not rectified after the customer

has given the supplier a final reasonable deadline. If the customer has notified a fault, but no fault for which the supplier is liable is deemed to exist, the customer shall remunerate the supplier for the work performed in accordance with the supplier's from time to time applicable price list.

A fault in an Application that is not a Third Party Application means deviations from functions and other requirements stated in: (a) the Specification for the Application; (b) product descriptions used by the supplier for the relevant update, version or release of the Application; or (c) deviations from generally applied standards for equivalent software. In the event of conflicts between (a), (b) and (c) they shall take precedence in specified order.

17.4. Unless otherwise follows from the Agreement, the supplier's liability for faults or non-compliance with service levels does not include faults or deficiencies caused by the circumstances set out below:

a) circumstances for which the customer is responsible under the Agreement;

b) circumstances beyond the supplier's responsibility for the Service; or

c) virus or other security interference, provided that the supplier has implemented security measures in accordance with agreed requirements or, in the absence of such requirements, in accordance with professional standards.

17.5. If the parties have entered into an agreement regarding agreed service levels, the supplier is only liable, in the event of non-compliance with the agreed service levels, for a price reduction or liquidated damages in accordance with the terms and conditions of the agreed service levels. Where the parties have not specifically agreed on such price reduction or liquidated damages, the customer shall instead be entitled to a reasonable reduction of the fees in accordance with clause 17.1. Other than as just stated, the customer is not entitled to any damages or other compensation for any failure to meet agreed service levels, unless in the event of intent or gross negligence.

17.6. The customer may only invoke remedies under clause 17 if the customer has notified the supplier in writing to this effect no later than 90 days after the customer became aware, or should have become aware, of the basis for the claim.

18. Limitation of liability

18.1. If a party is prevented from fulfilling its obligations under the Agreement due to a circumstance beyond the party's control, including but not limited to lightning strike, labour dispute, fire, natural disaster, pandemic, epidemic or similar outbreak of serous disease against humans, changes in regulations, governmental actions and/or a failure or delay in products or services provided by a subcontractor due to an abovementioned circumstance, this shall constitute a basis for exemptions resulting in the postponement of the agreed date for performance and exemption from damages and other remedies. If the performance of the Service in substantial respects is prevented for a period exceeding two months due to an abovementioned circumstance, either party shall have the right to terminate the Agreement in writing, without incurring any liability for compensation. When terminating the Agreement in accordance with this clause, clause 22 shall apply.

18.2. A party's liability for damages is limited, per calendar year, to a total amount equal to 15% of the annual fee for the Service in question. With regard to Additional Services, the supplier's liability, per calendar year, shall be limited to the total amount of that Additional Service. In no event shall a party be liable for loss of profit or other indirect damage. Furthermore, a party is not liable for the other party's liability towards a third party, except in cases referred to in clause 11 or in respect of the customer's liability under clause 12.2. The supplier shall not be liable for any loss of data, except for any loss of data caused by the supplier's negligence in performing agreed backup obligations. The limitation of liability in this clause 18.2 does not apply in the event of personal injury, liability in accordance with

clause 11 and 12.2 or in the event of intent or gross negligence.

18.3. A party must submit a claim for damages to the other party within six months of the date of the damage occurred, in order to not lose its right to claim damages.

19. Principles of business ethics

19.1. The supplier undertakes to apply principles of business ethics that comply with TechSverige's basic principles on business ethics.

20. Term of Agreement

20.1. This Agreement takes effect when signed by the parties. The term of Agreement, extension period and notice period shall be specified in the Agreement. In the event a term of Agreement has been specified, the term shall be deemed to start on the Actual Start Date. Unless the parties agree otherwise, either party may terminate the Agreement no later than 90 days before the expiry of the current Agreement term. Otherwise the agreement is extended each time by the agreed extension period. If no Agreement term or extension period has been agreed, the Agreement continues to apply with a mutual notice period of 90 days. The Agreement shall expire at the end of the first calendar month following the expiry of the notice period. Termination of the Agreement shall be made in writing.

21. Early termination

21.1. Either party may terminate the Agreement if:

a) the other party commits a material breach of its obligations under the Agreement and does not remedy such breach within 30 days of a written notice that is addressed to the party in question and contains a reference to this clause; or

b) the other party enters into bankruptcy, initiates composition negotiations, is subject to a business reorganisation or is otherwise insolvent.

21.2. The terminating party may terminate the Agreement with effect from the date set out in the notice of termination, which must not be later than three months after the notice of termination.

21.3. Termination shall only be valid if made in writing.

22. Winding up of the Service

22.1. Upon termination of the Agreement, a copy of the Customer's Data and, when applicable, the Customer's Software shall, on the customer's request that shall be made within 60 days from the termination of the Agreement, promptly be returned to the Customer or to a person designated by the Customer, and any parts which exist electronically shall, if the Customer so wishes and to the extent reasonable, be submitted in an electronic format in accordance with the customer's instructions. After the expiry of such 60-day period, and unless otherwise required by law, the supplier may delete, or otherwise make such Customer's Data and the Customer's Software held by the supplier, inaccessible to the customer.

22.2. The supplier shall also, as an Additional Service, and to a reasonable extent, assist the customer if the customer itself is to provide a service corresponding to the Service, or if the customer receives a service corresponding to the Service from another company designated by the Customer, in order to achieve a transfer of the Service that disrupts the Customer as little as possible. After transferring the Customer's Data, or if the customer has not requested such transfer, the supplier shall, after the end of the 60-day period referred to above, delete or anonymise the Customer's Data within a reasonable time but no later than twelve months after the expiry of the Agreement. After expiry of the Agreement, the supplier may not process personal data contained in the Customer's Data for any purpose other than to delete or anonymise Customer's Data. The supplier shall be entitled to reasonable remuneration for such work or any required investment according to the supplier's current price list. The customer's obligation to reimburse the supplier for

investments only arises if the customer has requested such investment.

23. Notices

23.1. Notice of termination and/or other notices shall be sent by courier, registered mail or electronic message to the other party's contact person at the address specified by the party. The other party shall be deemed to have received such notice:

a) at the time of delivery, if delivered by courier;

b) five days after dispatch, if sent by registered mail; or

c) at the time the electronic message arrived at the recipient's electronic address, if sent by electronic message.

24. Assignment

24.1. The Agreement may not be assigned without the approval of the other party.

24.2. Notwithstanding the above, the supplier may assign the right to receive payment under the Agreement without the approval of the customer.

25. Governing law, disputes

25.1. This Agreement shall be governed by Swedish law, without application of its conflict of laws principles.

25.2. Any dispute arising out of the Agreement shall be settled in the general courts.