Appendix 2

# GENERAL TERMS AND CONDITIONS INFOBRIC GROUP

# General Terms and Conditions Infobric Group

## 1. INTRODUCTION

These General Terms and Conditions ('General Terms and Conditions') apply to services and products supplied by companies in the Infobric Group.

## 2. DEFINITIONS

The following terms are defined as follows in the Contract:

**'Apps'** means the mobile application(s) covered by the Contract, where appropriate.

**'Contract'** means the contract signed by the Customer to gain access to the Services and, if applicable, the Products, including these General Terms and Conditions.

**'Access Point'** means, where appropriate, the point at which the Application is connected to a public electronic network.

**'Documentation'** means documentation supplied by the Supplier for the Services and the Products. The documentation may be in printed form or be made available online or in some other way that is indicated by the Supplier.

**'Intellectual Property Rights'** means all forms of intellectual property rights and industrial rights such as copyright, database rights, source code, patents and patentable inventions, registered and unregistered trademarks, know-how (whether it may in itself constitute a patentable invention or not), registered and unregistered designs or technical documentation concerning the Services and the Products or their production.

**'Local Application'** means the locally installed application supplied by the Supplier which constitutes part of the Software, where appropriate.

**'Products'** means the equipment described in the Service and Product Description.

**'Software'** means the Application, Local Application and, where appropriate, the App.

**'Staff'** means persons who work under the supervision of the Customer and are requested by the Customer or their employer or client to use the Services.

**'Software'** means the software supplied by the Supplier as a service online or, where appropriate, as a Local Application.

**'System User'** means a person who has been assigned a role with certain authority in the Services.

**'Services'** means the service(s) described in the Service and Product Description.

**'Service and Product Description'** means the description of the Services and, if applicable, the Products contained in the Contract or published from time to time on the Supplier's website.

## 3. RIGHT OF USE

3.1 The Customer obtains, through the Contract, a non-exclusive, non-transferable licence, which may not be sub-licensed or relicensed, except as explicitly stated in the Contract, and which is only valid during the term of the Contract, against the payment of the agreed fees, to (i) use the Application as a service online or, where appropriate, use the Local Application installed locally for its internal use as described in the Contract, and (ii) give its Staff the right to use the App in accordance with the special terms and conditions of use for the App, which must be accepted by Staff before Staff gain access to the App.

3.2 The Customer is only granted access to use the Application as a service online and is thus not entitled to install the Application (whether itself or through a third party) or to have the use of copies of the Application in any other way.

3.3 The Customer's right to use the Software is limited to what is explicitly stated in the Contract.

3.4 The Customer must give the Supplier the names of the persons who are entitled to act on behalf of the Customer on different issues. No one other than the persons whose names the Customer has given the Supplier are entitled to administer the Customer's use of the Application. Only authorised representatives of the Customer or System Users appointed by the Customer, whose names have been given to the Supplier, are entitled to request the Supplier to allocate authority in the Application to a specific person. The Customer may grant the Supplier corresponding authority.

3.5 The Customer is not entitled to:

i. use the Application for purposes other than the intended use under the Contract;
ii. provide the Application for use by third parties, for example through time-sharing, as a service, through service office arrangements or in any other way;
iii. decompile the Software or otherwise attempt to find out how the Software functions;
iv. hack the Software, introduce a virus, a Trojan

horse or any other harmful or unwanted code (known as malware) in the Application or, by a disproportionate number of calls to the servers on which the Application is provided, aggravate or limit the use of the Application by third parties.

## 4. SUPPORT AND MAINTENANCE

4.1 The Supplier develops and updates the Services and Products continually and provides support as stated in the Service and Product Description.

## 5. INTELLECTUAL PROPERTY RIGHTS, ETC.

5.1 All Intellectual Property Rights and all other rights in or concerning the Software and the Products are the property of the Supplier or, where applicable, the Supplier's licensor or suppliers.

5.2 Nothing in the Contract will constitute an assignment or transfer of any Intellectual Property Rights or other rights in the Software or the Products.

5.3 Data that the Customer processes and is created by the Application as a consequence of the Customer's use will be owned by the Customer. The Supplier is entitled to use the Customer's data to the extent required to perform its obligations under the Contract. The Supplier is also entitled, without limitation, to use information about the processes' functions, performance, capacity and other statistics or similar information based on the Application's processing of the Customer's data.

5.4 All Documentation concerning the Services and the Products supplied by the Supplier to the Customer before or after the Contract has been made will remain the property of the Supplier.

5.5 Documentation or other information received may not, without the consent of the Supplier, be used for any purpose other than that for which it was supplied.

5.6 The Products remain the property of the Supplier to the extent that such retention of title is valid.

## 6. INFRINGEMENT OF RIGHTS

6.1 If the Customer receives a claim from a third party stating that the Services, the Software or the Products infringe such third party's Intellectual Property Rights, the Supplier undertakes to indemnify the Customer from such third party's claim in this connection, provided that (i) the Customer immediately notifies the Supplier that a claim has been received, (ii) the Customer grants the Supplier full control and the right to make decisions regarding defence of or negotiation about the claim, (iii) the Customer has not made any admission, entered into any settlement or in any other way influenced the Supplier's opportunities to defend or negotiate a settlement of the claim, and (iv) the Customer assists in the Supplier's defence of or negotiation about the claim to a reasonable extent. The Supplier's

obligation to indemnify the Customer under this clause also assumes that the Customer has installed all updates that the Supplier has made available to the Customer and that the Customer has only used the Services for their intended purpose, to the extent that no loss would otherwise have arisen.

6.2 If the Supplier has received a claim under sub-clause 6.1 or if the Supplier deems that there is a risk of such claims, the Supplier is entitled to take any of the following actions:

   i. ensure that the Customer obtains the right to continue to use the Software,

   ii. make changes so that the Software or the Products can no longer be deemed to make an infringement, or

   iii. if neither (i) nor (ii) can be achieved on terms that the Supplier deems reasonable, terminate the Contract with immediate effect and remove the Customer's opportunity to use the Services or the Application or the Products.

6.3 The Customer is not entitled to compensation if the Supplier takes action as per (i) – (iii) above. However, in the event of termination as per (iii) above, the Customer is entitled to be refunded part of the fee paid, the amount corresponding to the period of the present contract term for which the Application or the Products cannot be used in relation to the period for which payment was made, and maximum fifty (50) per cent of the fee paid.

6.4 If the Supplier receives a claim from a third party stating that the Customer's data constitutes an infringement of the third party's Intellectual Property Rights, the Customer undertakes to indemnify the Supplier from such claim, provided that (i) the Supplier immediately notifies the Customer that a claim has been received, (ii) the Customer has full control and the right to make decisions regarding defence of or negotiation about the claim, (iii) the Supplier has not made any admission, entered into any settlement or in any other way influenced the Customer's opportunities to defend or negotiate a settlement of the claim, and (iv) the Supplier assists in the Customer's defence of or negotiation about the claim to a reasonable extent.

## 7. CUSTOMER'S LIABILITY

7.1 The Customer must provide information for the Supplier's work in connection with the startup of the Services, check documents and give notice of decisions and otherwise continuously provide the information that is required to permit the Supplier to perform its undertakings under the Contract.

7.2 The Customer is liable for the communication between the Customer's hardware and the Access Point and for the Customer having the equipment and software required to use the Services, as per instructions provided by the Supplier.

7.3 The Customer must ensure (i) that the Customer's data is free of viruses, Trojans, worms or other harmful software or code, (ii) that the Customer's data is in the agreed format and (iii) that the Customer's data cannot in any other way harm or have a detrimental effect on the Software or the Services.

7.4 The Customer is liable to ensure that login details, security methods and other information that the Supplier provides for access to the Services are treated confidentially. The Customer must immediately notify the Supplier if any unauthorised person has gained knowledge of such information.

7.5 The Customer's liability under the Contract also applies where relevant to all use of the App. The Customer is also liable for actions taken by Staff through the App.

7.6 Where appropriate, the Customer is liable for the installation/assembly of the Products itself and for any damage caused to the Products in connection with assembly, unless agreed otherwise. The Supplier is able to refer the Customer to an appropriate installer via its network of partners.

7.7 Where appropriate and in addition to what is stated elsewhere in the Contract, the following applies in particular to the provision of the Services:

(i) The user details and password used to gain access to the Software should be regarded as a document of value and must, if written down, be stored securely so that unauthorised persons cannot gain access to the Services.

(ii) The Supplier is liable only for the Application up to the Access Point.

(iii) The Supplier is entitled to consider all use of the Software with the Customer's user details to be authorised use by the Customer, irrespective of whether such use incurs a cost for the Customer, unless and until the Customer notifies the Supplier's customer support or customer service in writing that the Customer suspects that an unauthorised person has gained access to the Services or the Customer's password. The Customer must immediately notify the Supplier's customer support or customer service if the Customer suspects that this may be the case and ensure that the Customer's user details are blocked or changed.

## 8. INTERRUPTION AND FAULTS

8.1 With the exception of a Local Application, the Supplier must ensure that the Software is available for the Customer's use 24 hours a day, 365 days a year. However, the Supplier is entitled, at any time and without prior notice, to interrupt the Customer's access to the Software for maintenance, to protect the Software from unauthorised attack or similar or to take other actions that are required for technical, operational or security reasons. However, the Supplier must, as far as possible, inform the Customer about when such interruptions may take place.

8.2 A fault exists when the Services or the Products are not in accordance with the Service and Product Description.

8.3 The Supplier continually updates and corrects faults in the Software.

8.4 The Customer must give written notice of faults in the Services and the Products as soon as possible, but no later than within fifteen (15) days after the fault was discovered or should have been discovered. The Customer must provide a detailed description of the fault.

8.5 The Supplier's liability for faults is limited to taking reasonable action to remedy the fault within a reasonable time so that the Services and the Products are brought into accordance with the Service and Product Description.

8.6 For the Products, the Supplier is liable for hardware faults for one year from the date of delivery. Equipment that is older than one year or has been subject to incorrect use or damaged by the Customer through negligence is not subject to the Supplier's liability.

8.7 The Customer is not entitled to any reduction in the fee or other compensation or damages in the event of lack of access to the Software or faults in the Services or Products or interruption in the Software.

8.8 The Supplier's liability does not cover faults that arise because operating conditions differ from those assumed in the Contract or as a result of incorrect use of the Software or the Products or on account of other circumstances beyond the control of the Supplier. Nor does the Supplier's liability cover faults in the Products caused by inadequate maintenance or incorrect installation by the Customer, changes without the written consent of the Supplier or repairs carried out incorrectly by the Customer or normal wear and tear.

8.9 If the Customer gives notice of a fault and it turns out that the Supplier is not liable for the fault, the Supplier is entitled to compensation for the labour and the costs it incurred in connection with the notice of the fault.

## 9. LIMITATION OF THE SERVICES, CHANGES

9.1 Where the provision of the Software entails harm or a loss or risk of harm or a loss for the Supplier or any other party, the Supplier is entitled to suspend or limit access to the Software. In this connection, the Supplier may not take actions that go further than is justifiable under the circumstances. The Customer must be notified as soon as possible of any limitation in access to the Software.

9.2 The Supplier is entitled to limit or suspend access to the Software for the Customer if the Customer is in breach of the terms and conditions of the Contract.

9.3 The Supplier is entitled to make changes to the Software after having given thirty (30) days' notice. The Customer may be forced to acquire new software, hardware or other equipment as a consequence of such changes to be able to continue to use the Software. The Customer itself must bear the cost of such new software, hardware or other equipment or any other cost in connection with the change. If the Customer is caused any cost in connection with the change or if the Customer is caused any other obvious disadvantage by the change, the Customer is entitled to give notice to terminate the Contract on the date on which the change would have taken effect. The Customer must give such notice to the Supplier no later than fifteen (15) days before the change would have taken effect. If no such notice is given, the Contract remains in force and the change takes effect between the Parties.

## 10. APP

10.1 The Supplier supplies the App, where appropriate.

## 11. PAYMENT

11.1 The Customer must pay fees as specified in Appendix 1 to the Contract for the Customer's use of the Services and the Products.

11.2 If the Customer's payments are repeatedly delayed, the Supplier is entitled to terminate the Contract with immediate effect by means of written notice to the Customer.

## 12. PROCESSING OF PERSONAL DATA

12.1 Appendix 3 to the Contract contains the terms and conditions to be applied in relation to the Supplier's processing of personal data as a processor on behalf of the Customer.

12.2 The Supplier will be entitled to process personal data concerning the Customer's contacts and System Users that the Supplier receives in connection with the Contract, including their names and contact details. The purpose of the Supplier's processing is to make it possible for the Parties to perform their respective obligations and work together during the term of the Contract, including administration of the contractual relationship, provision of information and other communication about the Services. Personal data will be processed by the Supplier based on a balancing of interests to satisfy the Supplier's legitimate interest in administering the contractual relationship with the Customer. The Customer is under an obligation to ensure that the Customer's employees whose personal data is processed by the Supplier have been informed about the Supplier's processing of personal data under this clause.

12.3 The Supplier is the controller for its own processing of the Customer's employees' personal data. In general, the Supplier saves the personal data the Supplier processes only during the contractual relationship. However, the Supplier may save personal data for the additional period required if the Supplier has a statutory or contractual obligation to do so or to permit the Supplier to establish, defend or assert legal claims. When the personal data is no longer needed for these purposes, the Supplier will securely anonymise or erase the data. A data subject is entitled to request that incorrect or incomplete personal data concerning him or her be rectified. A data subject is also entitled to request to be informed about whether the Supplier is processing any personal data on the data subject and, if this is the case, to have access to the personal data concerning him or her. If a data subject has a complaint about the Supplier's processing of personal data, they are entitled to contact the supervisory authority. In addition to the above rights, a data subject has a right, when applicable data protection legislation so prescribes, to request a limitation in processing, a right to erasure, a right to object to certain processing of personal data and a right to data portability. If a data subject wishes to exercise any of their above rights or has any questions about the Supplier's processing of personal data under this clause, the data subject may contact the Supplier by sending an email message to the email address indicated in the Contract.

## 13. STATISTICS AND ANONYMISED DATA

13.1 The Supplier is entitled to anonymise all data in the Software. The anonymisation should take place in such a way that the data cannot be converted back to personal data.

13.2 All title to anonymised data accrues to the Supplier, which is entitled to use and store data without any limitation in time.

13.3 The Supplier is also entitled to use all other data in the Software for statistical purposes.

## 14. CONFIDENTIALITY

14.1 During the term of the Contract and for a period of three years after its termination, each Party undertakes not to disclose to any third party information about the other Party's operations that may be regarded as a business or trade secret without the consent of the other Party. Information that a Party has specified as confidential will always be regarded as a business or trade secret. The duty of confidentiality does not apply to information that a Party is able to show became known to them other than through the Contract or that is in the public domain. Nor does the duty of confidentiality apply when a Party is under a statutory obligation to disclose information.

14.2 The Parties must ensure that confidentiality, as outlined above, is observed by means of non-

disclosure agreements with staff or other suitable measures. The Parties are liable to ensure that any subcontractors they engage and their employees who are affected by the assignment sign a non-disclosure agreement with equivalent contents in favour of the other Party.

14.3 The Supplier's confidentiality obligation does not apply to other companies within Infobric Group.

## 15. PREMATURE TERMINATION

15.1 Each Party is entitled to terminate the Contract with immediate effect if:

(i) the other Party commits a material breach of the Contract and such breach has not been fully remedied within thirty (30 ) days from the date on which the Party in breach received written notice from the other Party requesting remedy;

(ii) the Parties fail to reach a compromise settlement in accordance with sub-clause 6.3 of Appendix 3 within thirty (30) days, or a later time agreed in writing by the Parties, after such discussions have been initiated in writing;

(iii) the other Party suspends its payments, enters into voluntary or involuntary liquidation or files an application for company reconstruction or bankruptcy (or if a third party files a bankruptcy application against the Party) or if a Party in any other way may be deemed to be insolvent; or

(iv) there are repeated delays in payment as per sub-clause 11.2.

15.2 No fees paid are refunded on termination of the Contract unless specifically agreed in the Contract.

15.3 If the Supplier decides to stop offering and supplying the Services to the market, the Supplier is entitled to terminate the Contract by giving at least three months' notice.

15.4 If new terms and conditions are not accepted by the Customer as per sub-clause 18.3, the previous terms and conditions will continue to apply for the remainder of the term of the Contract.

15.5 On termination of the Contract, unless specified otherwise in the Contract, the Customer must immediately cease all use of the Software.

## 16. LIMITATION OF LIABILITY

16.1 A Party's liability will be limited for direct loss to a total amount of twenty (20) per cent of the remuneration paid by the Customer to the Supplier during the twelve (12) months prior to the time of the loss, maximum one (1) price base amount (Sw. prisbas-belopp) as per the Swedish Social Insurance Code (2010:110) in force at the time of the loss. A Party is

not liable for the other Party's indirect losses such as loss of production and loss of profit. Where a loss has been incurred as a result of gross negligence or intent, there is no limitation of liability. There is also no limitation of liability in the event of breach of the licence provisions in clause 5, for a Party's obligation to compensate the other Party in the event of infringement of a third party's rights as per clause 6 or for breach of the duty of confidentiality in clause 14.

16.2 The Supplier is not liable for loss of data except where such loss of data is caused by the Supplier's failure to back data up or store data as per the Service and Product Description. Where such liability is incurred, the Supplier must restore lost data to the best of its ability and to the extent possible. This constitutes the Supplier's full liability for loss of data.

16.3 To avoid losing its right to damages, the Customer must submit a claim for damages to the Supplier in writing within six (6) months of the loss.

## 17. FORCE MAJEURE

17.1 A Party is released from sanctions for failure to perform an obligation under the Contract if the failure is due to circumstances beyond the Party's control which the Party could not reasonably have predicted or avoided, such as war, acts by public authorities, new legislation or amendments to legislation, labour conflicts, trade or currency restrictions, blockade, fire, flood, epidemic or similar circumstances, or defects or delays in deliveries from subcontractors.

17.2 A Party wishing to invoke force majeure under this clause 17 must, without delay, notify the other Party of the start of the force majeure and of its termination.

17.3 Regardless of what is stated regarding release from sanctions in this clause 17, a Party is entitled, without sanction, to terminate the Contract with immediate effect by written notice to the other Party if performance of a material obligation under this Contract is delayed by more than three (3) months.

## 18. GENERAL

18.1 The Customer is not entitled to fully or partially assign or pledge its rights and/or obligations under the Contract without the written consent of the Supplier.

18.2 All correspondence during the term of the Contract must be in writing.

18.3 The Supplier is entitled to make amendments and additions to the General Terms and Conditions. Any such amendment or addition is valid only if the Supplier has notified the Customer's Contracts Officer of it in writing at thirty (30) days' notice. This may also be done electronically. The new terms and conditions are binding on both Parties unless the Customer has notified the Supplier that the terms and conditions are not accepted within the notice period specified in this clause. In addition, the Customer's use of new or changed services and

products entails acceptance of any additional terms and conditions in connection with the changes.

18.4 Regardless of what is stated above, the Supplier is always entitled to amend the Contract, at twenty (20) days' notice, as a result of any amendments to mandatory legislation.

### 19. DISPUTES AND GOVERNING LAW

19.1 The Contract is governed by Swedish law.

19.2 Any disputes arising out of the Contract must be settled with final and conclusive effect by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (Stockholms Handelskammares Skiljedomsinstitut) (the 'Institute'). The Institute's Rules for Simplified Arbitration Proceedings will apply unless the Institute decides, considering the degree of difficulty of the case, the value of the object of the dispute and other circumstances, that the Arbitration Rules of the Institute will be applied to the proceedings. In the latter case, the Institute will also decide whether the arbitration tribunal will consist of one or three arbitrators. The arbitration proceedings will take place in Jönköping, Sweden.

19.3 Notwithstanding sub-clause 19.2 above, the Supplier will, however, always be entitled to recover payment of due claims at a public court of law.