



General Provisions

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General Provisions

1 SERVICES

1.1 AM Hultdin Service AB has a cloud service and Apps supporting that service, (hereinafter referred to as the “Services”).

1.2 The Service or Services ordered by the Customer are set forth in the customer agreement (hereinafter referred to as the “Customer Agreement”) entered into by and between AM Hultdin Service AB and the Customer (hereinafter referred to individually as a “Party” or jointly as the “Parties”). These General Provisions shall apply between the Parties in respect of the Services.

1.3 Appended to these general provisions is a Data Processing Agreement (hereinafter referred to as the “DPA”) which shall apply between the Parties (see appendix 1). The Customer Agreement, the General Provisions and DPA are hereinafter jointly referred to as the “Agreement”.

1.4 In the event of a conflict between the provisions of the Customer Agreement, these general provisions and the DPA, the documents shall have precedence inter se in the following order:

- (1) The Customer Agreement
- (2) The DPA
- (3) The general provisions

1.5 Natural persons who have entered into the Agreement on behalf of the Customer warrant that they possess the authority to enter into the Agreement on behalf of the Customer and are responsible for holding AM Hultdin Service AB harmless for any loss otherwise incurred by the company.

2 USE OF THE SERVICES

2.1 Provided that the Customer fully complies with the provisions of the Agreement and except as otherwise stated in the Agreement, AM Hultdin Service AB grants the Customer a non-exclusive, non-transferable, limited right to use the Services for its own use.



2.2 With the exception of the provision of Section 16.1, the Customer shall not be entitled to assign, transfer or sub-license its rights pursuant to the Agreement to a third party.

3 OPERATION, FAULTS AND TROUBLESHOOTING

3.1 AM Hultdin Service AB shall be responsible for making a daily back-up copy of the information provided by the Customer to AM Hultdin Service AB when using the Services.

3.2 As a rule, the Services shall be provided 24 hours a day, seven days a week, 365 days per year. AM Hultdin Service AB, however, does not warrant that the Services and www.amservice.com (hereinafter referred to as the "Website") shall be free of faults or interruptions during the aforementioned period of time. Since the Services are web-based, the Customer is aware and acknowledges that temporary Internet interruptions and delays do not constitute faults or interruptions in the Services. AM Hultdin Service AB has no obligation to remedy faults or interruptions beyond AM Hultdin Service AB's control which the company could not reasonably have foreseen and the consequences of which could not reasonably have been avoided or overcome, e.g. (but not limited to) faults, deficiencies or interruptions relating to the Customer's hardware, software or Internet connection. Furthermore, AM Hultdin Service AB shall have no obligation to remedy faults or interruptions where such is prevented due to circumstances beyond the company's control such as, for example, but not limited to, accidents, explosions, armed conflicts or similar conditions, riots, fires, lightning strikes, floods, leakage, electrical outages, the actions or failure to act on the part of governmental authorities, as well as new or amended legislation. The aforementioned shall also apply in respect of sub-contractors or other parties with whom AM Hultdin Service AB cooperates who are prevented from providing the Services due to such circumstances referred to herein.

3.3 The Services shall be taken off-line from time to time for measures (hereinafter referred to as "Measures") such as, for example, but not limited to, maintenance, service and updates. AM Hultdin Service AB reserves the right to interrupt the Services in order to take such Measures. Such interruptions shall, to the extent possible, be scheduled for times when use of the Services is normally low. In conjunction with Measures which are more extensive in nature, AM Hultdin Service AB shall inform the Customer not less than seven (7) days in advance. "Extensive in nature" means Measures entailing that interruption of the Services exceeding one (1) hour.

3.4 In the event there is a fault for which AM Hultdin Service AB is responsible, the following shall apply. Defects or interruptions in the Services for which AM Hultdin Service AB is responsible according to the Agreement shall be remedied without cost to the Customer. "Defects or interruptions in the Services" shall in this Agreement mean that the Services do not function in the intended manner or are not accessible. Troubleshooting shall take place on regular workdays between 8.00 am and 4.00 pm (Swedish time) (hereinafter referred to as "Office Hours"). AM Hultdin Service AB undertakes to commence troubleshooting within forty-eight (48) hours after notice of the fault has been received by the company in respect of



simpler faults, and within five (5) hours following receipt by AM Hultdin Service AB of notice of more serious faults. In the event the notice of fault is received by AM Hultdin Service AB outside Office Hours, the aforementioned periods of time shall commence at 8.00 am on the regular workday immediately following receipt of the notice of fault by the company.

“Commenced troubleshooting” shall in this Agreement mean that personnel from AM Hultdin Service AB are actively engaged in troubleshooting. In the event the respective period of time for commencement of troubleshooting is exceeded, the Customer shall be granted a price reduction in proportion to the scope of the fault.

3.5 In conjunction with giving notice of faults, the Customer shall state how the fault manifests itself. In addition, where so requested by the personnel engaged in troubleshooting, the Customer shall also demonstrate how the fault manifests itself.

3.6 Section 3.2 lists the faults for which AM Hultdin Service AB is responsible and shall remedy (according to Section 3.4). However, following agreement between the Parties, AM Hultdin Service AB shall, to the extent of the availability of accessibility and expertise, assist the Customer in remedying faults not covered by AM Hultdin Service AB’s responsibility for faults under the Agreement. Unless otherwise agreed between the Parties, such work shall be performed on an open-account basis, and compensation shall be payable per hour in accordance with AM Hultdin Service AB’s price list for consultancy services applicable from time to time.

3.7 The Customer may adduce faults in respect of the Services only where the Customer notifies AM Hultdin Service AB of the fault (fault report) within a reasonable time after the Customer discovered or should have discovered the fault.

3.8 All operations-related information shall be communicated via status.amservice.com.

4 SUPPORT

4.1 AM Hultdin Service AB undertakes during the term of the Agreement to provide free support for the Services to a reasonable extent. “Support” in this Agreement means support in order for the Customer to be able to use the Services in the intended manner. Such support is provided by e-mail (info@amservice.com) and telephone. AM Hultdin Service AB’s support is open during Office Hours.

4.2 AM Hultdin Service AB does not provide free support in respect of equipment for which the Customer is responsible such as, but not limited to, Equipment (as defined in Section 5.4 below).

5 THE CUSTOMER’S OBLIGATIONS

5.1 The Customer undertakes to ensure that the Customer and the Users (as defined in Section 6.1):



(a) in conjunction with the use of the Services, comply with (i) the provisions of this Agreement, (ii) applicable laws, ordinances and decisions by governmental authorities and (iii) instructions provided by AM Hultdin Service AB from time to time in respect of the use of the Services;

(b) do not upload or transfer any material to the Website and/or the Services which may contain a virus, Trojan or other code (so-called malware) which may damage, disable, overload or impair the Website and/or the Services or infringe Another Customer's use of the Website and/or the Services. "Another Customer" means another customer who, by virtue of an agreement with AM Hultdin Service AB, uses the Services in a manner comparable to that of the Customer;

(c) do not take measures the purpose of which is to circumvent AM Hultdin Service AB's security system – e.g. by using Another Customer's username and/or password or providing a username and/or password to a third party – or attempt to test the security of the Website and/or the Services without obtaining AM Hultdin Service AB's prior written consent therefor;

(d) do not decompile (reverse engineer) the Website and/or the Services.

(e) do not take measures the purpose of which is to afford the Customer unauthorised access to any computer system or network covered by the Website and/or the Services; and

(f) do not obtain or attempt to obtain material or information which was not intentionally made available or provided via the Website and/or the Services.

5.2 Breaches or attempted breaches of one, several, or all provisions of Section 5.1 may be criminal, and AM Hultdin Service AB may therefore be compelled to involve relevant governmental authorities in order to respond to this type of breach.

5.3 The Customer further undertakes, subject to the limitations set forth in Section 10 below, to hold AM Hultdin Service AB harmless for all losses incurred by the company as a consequence of the Customer or Users' use of the Services in breach of the Agreement. In addition, the Customer undertakes, subject to the limitations set forth in Section 10 below, to hold AM Hultdin Service AB harmless in respect of any claims brought against the company by third parties due to the Customer or Users' use of the Services in breach of the Agreement.

5.4 As stated in Section 1.1, the Services are reached by connection to the Internet. For such connection and communication, certain equipment is necessary, e.g. certain computer and/or other communications equipment, software and an Internet connection (hereinafter referred to as the "Equipment"). The Customer shall be responsible for such Equipment and for obtaining the same at its own cost. The technical requirements applicable from time to time to the Customer's Equipment are available under the "Support" Section on the Website. AM Hultdin Service AB shall not be responsible for losses incurred by the Customer as a consequence of faults or deficiencies in the Customer's Equipment. The Customer is aware



and acknowledges that upgrades to and/or modifications of the Services may entail changes in respect of the technical requirements imposed on the Customer's Equipment. This is to ensure that the Customer can make use of the improvements entailed in an upgrade and/or modification.

5.5 The Customer may not modify, publish, forward, distribute, demonstrate or participate in the transfer or sale, create secondary works of, or in some other manner commercialise (e.g. in printed form or on another website or networked computer) in whole or in part, any of the content of the Services and/or the content of the Services without AM Hultdin Service AB's prior written consent therefor.

6 USERNAME AND PASSWORD

6.1 In order for the Customer to be able to use the Services, the Customer must create a user account (hereinafter referred to as the "User Account") for the respective User. "User" in this Agreement means the Customer's personnel, i.e. the Customer's employees, consultants and persons in comparable positions. In conjunction with the creation of a User Account, it shall be incumbent upon the Customer to provide complete and correct user information (hereinafter referred to as the "User Information"). The Customer shall choose the username and password. All User Accounts are administered by the Customer's so-called administrator. The Customer's administrator has more extensive rights in conjunction with the use of the Services. This is to enable the administration and maintenance of the User Accounts and ensure that usernames and passwords are chosen in accordance with the provisions of this Section 6.

6.2 AM Hultdin Service AB cannot verify that is in fact the Customer who is using the Services, but only that the correct username and password has been provided. Accordingly, the Customer undertakes not to disclose or in any other manner make available its username or password to any unauthorised person, and to ensure that unauthorised persons otherwise do not gain access to the username or password. In the event the password is nonetheless used by a party other than the Customer, or where the Customer contravenes the password rules set forth in Section 6.4 below, AM Hultdin Service AB may block the Customer from using the Services. In such event, however, the Customer shall be notified of the fact that the Customer is being blocked.

6.3 THE CUSTOMER UNDERTAKES:

(a) to choose a password which is difficult to determine by persons other than the Customer. The password to the User Account must thus not consist of, for example, all or part of the Customer or User's name and/or company/personal identification number;

(b) to carefully safeguard any notes regarding the password to the User Account;

(c) not to disclose the password to any unauthorised person; and



(d) to immediately change the password to the User Account in the event of any suspicion that an unauthorised person has learned the password.

6.4 Where there is reason to assume that the username and/or password is being misused by unauthorised persons, the Customer shall immediately instruct AM Hultdin Service AB to block the Customer's username and password. Such notice shall contain information regarding the Customer's name, agreement number, username and password and information regarding the period of time during which the Customer suspected that the username and/or password were misused by unauthorised persons. The Customer shall be liable for all losses incurred by AM Hultdin Service AB as a consequence of the fact that the Customer's username or password was learned by unauthorised persons. Such liability shall apply until such time as the Customer has blocked the relevant User Account.

7 PRICE AND PAYMENT TERMS

7.1 For the use of the Services, AM Hultdin Service AB shall be entitled to impose charges in accordance with the provisions of the Customer Agreement. The Customer undertakes to pay such charges to AM Hultdin Service AB in accordance with such payment information. Invoicing fees shall be payable for paper invoices but not for PDF invoices.

7.2 Unless otherwise agreed between the Parties, the charges shall be invoiced on a calendar-year basis in advance, normally with the last regular workday of the immediately preceding calendar year as the due date. Any one-off fees shall be invoiced in arrears. Payments shall be made in Swedish currency and deposited on the bank account stated on the respective invoice. Payment must be received by AM Hultdin Service AB not later than the due date set forth on the respective invoice. In conjunction with the failure to make payment, the following shall apply. Penalty interest shall be payable in accordance with the Swedish Interest Act (Swedish Code of Statutes 1975:635) (Sw: räntelagen). In addition, AM Hultdin Service AB shall be entitled to charge the Customer statutory reminder fees, collection fees and comparable fees applicable from time to time. The Parties are agreed that, in conjunction with the calculation of interest pursuant to this Agreement, the reference interest rate (Sw: referensräntan) shall at no time be less than zero (zero floor).

7.3 In the event the Customer is of the opinion that an invoice is incorrect, the Customer shall notify the same to AM Hultdin Service AB within a reasonable time. In the absence of special cause, a reasonable time shall be deemed to be sixty (60) days of the date the invoice was received by the Customer. In the event AM Hultdin Service AB does not receive such notice within the prescribed time, the Customer shall be deemed to have waived the right to object to the invoice.

7.4 The Customer shall only be entitled to a set-off of any counterclaims against AM Hultdin Service AB in the event such counterclaims are based on final judgments or are accepted by the company.

8 TERMINATION OF THE SERVICES



8.1 AM Hultdin Service AB shall be entitled to immediately and until further notice block the Customer from using the Services:

(a) in the event payment for the Services has not been received by AM Hultdin Service AB by the due date; or

(b) in the event the Customer, on any occasion, does not comply with the Agreement or where AM Hultdin Service AB has reasonable grounds to assume that such is the case.

8.2 The Customer shall not be released from the duty to pay for the Services during the period of time the Customer is blocked. Where grounds for termination of the Services do not exist (see Section 9) AM Hultdin Service AB shall reinstate the Services as soon as the Customer is no longer in breach of the Agreement.

9 PREMATURE TERMINATION

9.1 In addition to the provisions thereon in other provisions of this Agreement, AM Hultdin Service AB shall be entitled to terminate the Agreement with immediate effect in the event payment for the Services is not received by AM Hultdin Service AB within fourteen (14) days of the due date.

9.2 Over and above the provisions thereon in other parts of the Agreement, the Parties shall be entitled to terminate the Agreement with immediate effect:

(a) in the event a Party is in material breach of this Agreement and does not effect full rectification within fourteen (14) days of the day upon which a written demand therefor was received by the other Party; or

(b) in the event a Party (i) suspends payments, (ii) takes a decision regarding, or is placed into, liquidation, (iii) applies for, or is placed into, corporate reorganisation or bankruptcy, or (iv) it may otherwise be reasonably assumed that the Party is insolvent.

9.3 Notice of termination must be given in writing and given without unreasonable delay after the affected Party learns or should have learned of such circumstances.

9.4 Irrespective of whether the Agreement is terminated or not, a Party shall be compensated for any losses incurred as a consequence of the other Party's breach of contract.

10 LIMITATION OF LIABILITY

10.1 Subject to the limitations set forth below, a Party shall be entitled to compensation for direct losses negligently caused by the other Party or a party for whom the other Party is responsible in the provision or use of the Services. "Direct loss" means reasonable and verified additional costs incurred by a Party. A Party shall not be liable for indirect losses



such as, for example, loss of profit or the like in the business activities of the other Party or a third party, impediments to the fulfilment of obligations to a third party or the loss of benefit of the Agreement. AM Hultdin Service AB's liability for losses per year shall be limited to the amount of the annual fee for the Services. In addition, a Party shall be released from liability for losses caused as a consequence of events beyond such Party's control which such Party could not reasonable expect and the consequences of which such Party could not reasonably have avoided or overcome such as, for example, but not limited to, interruptions in the Customer's Internet connection, faults in the Customer's Equipment which are not due to AM Hultdin Service AB, faults which affect a Party or any relationship of a Party, accidents, explosions, armed conflicts or similar conditions, riots, fires, lightning strikes, floods, leakage, electrical outages, the actions or failure to act on the part of governmental authorities, as well as new or amended legislation. The aforementioned shall apply also where sub-contractors or other parties with whom AM Hultdin Service AB cooperates are prevented from providing the Services due to such circumstances referred to herein.

10.2 Any claims in damages against a Party must be brought within a reasonable time after the loss was discovered or should have been discovered. In normal cases, a reasonable time means three (3) months. In the event a Party has not asserted a claim for compensation against the other Party within the prescribed time, such Party's right to assert the claim shall be forfeited.

11 TERMINATION OF THE AGREEMENT, ETC.

11.1 The Customer Agreement states when notice of termination must be received by the other Party at the latest in order for the Agreement to cease to apply in conjunction with the expiry of the current term of Agreement. This period of time may vary between different agreements, but shall in no case be less than thirty (30) days. Accordingly, the Customer is aware that the Agreement will cease to apply in good time prior to the expiry of the term of agreement. Thus, it is incumbent upon the Customer, prior to the expiry of the term of the agreement (and the termination of the Agreement) to export, by means of the export function in the respective Services (hereinafter referred to as the "Export Function"), the information which the Customer, by means of the Customer's use of the Services, has transferred to AM Hultdin Service AB (hereinafter referred to as the "Transferred Information") to another location.

11.2 In the event AM Hultdin Service AB terminates the Agreement with immediate effect pursuant to Section 9 above, the company shall, for a period of not less than thirty (30) days following termination of the Agreement, afford the Customer the possibility, by means of the Export Function, to export Transferred Information to another location. The aforementioned obligation on the part of AM Hultdin Service AB shall be conditional upon the Customer fulfilling its payment obligation to AM Hultdin Service AB in respect of the Services.

11.3 In the event AM Hultdin Service AB is placed into bankruptcy, and the Customer refrains from terminating the Agreement with immediate effect pursuant to Section 9.2 (b), the Customer shall be entitled to demand that the Customer, during a period of not less than



thirty (30) days following termination of the Agreement, be afforded the possibility, by means of the Export Function, to export Transferred Information to another location. However, this obligation shall be conditional upon the Customer, up to the time of the bankruptcy, fulfilling its payment obligation to AM Hultdin Service AB in respect of the Services.

12 CONFIDENTIALITY

12.1 The Parties undertake, without limitation in time, not to disclose to outside parties Confidential Information regarding the other Party which a Party has received pursuant to this Agreement. “Confidential Information” shall in this Agreement mean all information – technical, commercial or otherwise – irrespective of whether or not the information is documented, with the exception of:

(a) information which is in the public domain or which enters the public domain in a manner other than as a consequence of a Party’s breach of the provisions of this Agreement;

(b) information which a Party can show was already known to such Party before it was received from the other Party; and

(c) information which a Party has received or will receive from a third party without being bound by a duty of confidentiality in relation thereto.

In cases referred to in 12.1 (c) above, however, a Party shall not be entitled to disclose to outside parties the fact that the same information was also received from the other Party pursuant to this Agreement.

12.2 Each Party undertakes to ensure that employees, consultants and board members of a Party do not disclose Confidential Information to outside parties. Accordingly, a Party shall ensure that employees, consultants and board members who may be expected to come into contact with Confidential Information are bound to hold in confidence such information to the same extent as a Party pursuant to this Agreement.

12.3 A breach of this provision shall be deemed to exist irrespective of the fact that intent or negligence cannot be demonstrated.

12.4 Notwithstanding the provisions in Sections 12.1 – 12.3, a Party shall be entitled to disclose Confidential Information which a Party is obliged to disclose according to law or an order of a competent court of law. During pending disputes before competent courts of law, a Party shall also be entitled to disclose Confidential Information in interactions with witnesses and otherwise make use of such information within the context of the proceedings. In addition, a Party shall be entitled to communicate Confidential Information to such Party’s attorney, auditors and other professional advisors who are bound by duties of confidentiality.

13 AMENDMENTS TO TERMS AND CONDITIONS



13.1 AM Hultdin Service AB shall at all times be entitled to amend or supplement the Agreement (hereinafter referred to as the “Amendments”) (i) which are immaterial to the Customer or (ii) which are required due to changes in law or other regulation, decisions of courts of law or governmental authorities. Such Amendments shall enter into force one (1) week after notice of the Amendment has been received by the Customer.

13.2 In addition, AM Hultdin Service AB shall be entitled to raise the price of the Services in the event the company’s costs for providing the Services (i) increase as a consequence of a change in law or other regulation, a decision of a governmental authority, changes in taxes or other fees, or (ii) increase by more than five (5) per cent as a consequence of exchange rate changes, changes in fees payable to sub-contractors or other comparable circumstances as a consequence of which there is an increase in company’s costs for the provision of the Services. Such price increases shall enter into force three (3) months after the notice of the price increase was received by the Customer. The Customer shall be entitled, not later than one (1) month prior to the entry into force of the price increase, to terminate the Agreement effective on the day the price increase enters into force. In the event the Customer has not terminated the Agreement not later than one (1) month prior to the entry into force of the price increase, the Customer shall be deemed to have accepted the price increase.

13.3 In addition to the provisions of Sections 13.1 and 13.2, AM Hultdin Service AB shall be entitled to make Amendments in the event the company is purchased by, purchases, or merges with another company. Such Amendments shall enter into force three (3) months after the notice of the Amendment has been received by the Customer. In conjunction with such Amendment, the Customer shall be entitled, not later than one (1) month prior to the entry into force of the Amendment, to terminate the Agreement as of the day the Amendment enters into force. In the event the Customer has not terminated the Agreement not later than one (1) month prior to the entry into force of the Amendment, the Customer shall be deemed to have accepted the Amendment.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 All intellectual property rights and technical solutions in respect of the Website and/or the Services are the property of AM Hultdin Service AB or the property of third parties with whom the company cooperates and may not be used by the Customer over and above that necessary for the use of the Services in accordance with the Agreement.

14.2 In the legal relationship between the Parties, the Customer holds all rights to Transferred Information. AM Hultdin Service AB shall only be entitled to use Transferred Information to the extent necessary for the company to be able to perform its undertakings pursuant to this Agreement.

14.3 AM Hultdin Service AB warrants that the Services do not constitute infringement of other rights. The Customer shall, without delay, notify AM Hultdin Service AB in writing in respect of any claims brought by third parties for infringement of copyright or other



intellectual property rights due to the Customer's use of the Services. In conjunction with an assertion of infringement for which AM Hultdin Service AB is liable, the company shall, at its own cost, either (i) ensure that the necessary rights are obtained or (ii) replace the disputed part of the Services.

14.4 The Customer warrants that Transferred Information does not constitute infringement of any other right. AM Hultdin Service AB shall, without delay, notify the Customer in writing in respect of any claims brought by third parties for infringement of copyright or other intellectual property rights due to the Transferred Information. In conjunction with an assertion of infringement for which the Customer is liable, the Customer shall, at its own cost, either (i) ensure that the necessary rights are acquired or (ii) remove the disputed Transferred Information.

14.5 A Party undertakes to compensate the other Party for any compensation and damages which the other Party is ordered to pay by way of settlement or judgment for infringement of intellectual property rights for which the first Party is liable. Other than compensation for amounts which the other Party is obliged to pay to third parties, the other Party shall not be entitled to compensation for losses arising as a consequence of breach of this intellectual property law provision.

15 PROCESSING OF PERSONAL DATA

15.1 AM Hultdin Service AB shall collect personal data from the Customer's contact person in conjunction with the entry into the Agreement by the Parties. This personal data shall be processed by AM Hultdin Service AB for the purpose of fulfilling the Agreement in relation to the Customer. Detailed information regarding the processing of personal data is set forth in the Privacy Policy which may be obtained on the Website.

15.2 AM Hultdin Service AB processes personal data on behalf of the Customer in the capacity of a data processor in accordance with data protection legislation applicable from time to time. The personal data processed is comprised of:

- (a) personal data provided by the Customer's contact person(s) during (i) the negotiations preceding the Agreement, (ii) upon entering into the Agreement, and (iii) during the term of the Agreement;
- (b) User Information provided in conjunction with the creation of the User Account;
- (c) personal data which the Customer or User provides in conjunction with fault and support matters and in conjunction with any continued contacts as a consequence of such matters; and
- (d) personal data processed by the Customer in conjunction with the use of the Services.



The information in Section 15.2 above is hereinafter referred to collectively as “Personal Data”.

15.3 In its capacity as the data controller, the Customer shall be responsible for all processing of the Personal Data in accordance with data protection legislation applicable from time to time.

15.4 Personal Data is collected on behalf of the Customer and the processing of Personal Data takes place for the purpose of (i) AM Hultdin Service AB being able to provide the Services, (ii) AM Hultdin Service AB being able to preserve its rights and perform its obligations pursuant to the Agreement, and (iii) AM Hultdin Service AB being able to pursue marketing measures. “Marketing measures” in this Agreement means communicating with the Customer’s contact person, for example, by sending newsletters, special offers, information regarding new functions in the Services and information regarding new products and services provided by AM Hultdin Service AB.

15.5 For the performance of the Services, Personal Data may be released to third parties.

15.6 The processing of Personal Data is necessary for AM Hultdin Service AB to be able to fulfil the company’s obligations pursuant to the Agreement. AM Hultdin Service AB undertakes to perform processing of Personal Data in accordance with the DPA (see appendix 1).

16 NOTICES

16.1 Notice of termination and other notices pursuant to this Agreement (hereinafter referred to as a “Notice”) must be in writing and sent by e-mail. Notices to AM Hultdin Service AB shall be sent to [insert e-mail address]. Notices sent to the Customer shall be sent to the e-mail address provided in the customer information. A Notice shall be deemed to have been received by a Party not later than five (5) days after the Notice was sent (provided the Notice was not actually sent earlier).

17 MISCELLANEOUS

17.1 The Customer may only assign rights and obligations pursuant to the Agreement where approved by AM Hultdin Service AB. Both the assignment and consent must be in writing. In conjunction with any assignment, the assignor Customer shall not be liable for payment for obligations which arise following the date of assignment. The assignee Customer shall be responsible therefor. In addition, the assignee Customer shall not be liable to make payment for obligations which arose prior to the date of assignment. The assignor Customer shall be liable therefor. Any fees which the assignor Customer paid in respect of the period of time following the date of assignment shall not be refunded or deducted from the fees which the assignee Customer is obliged to pay AM Hultdin Service AB for the period of time following the date of assignment. AM Hultdin Service AB shall be entitled in its discretion to assign its rights and obligations pursuant to the Agreement in conjunction with a reorganisation of the



group in which AM Hultdin Service AB is included or in conjunction with a transfer of the business conducted by the company.

17.2 In the event any provision of this Agreement becomes illegal, invalid or for some other reason inoperative, such provision shall be deemed separate from the other provisions of the Agreement and such separation shall not affect the validity or enforceability of the remaining provisions. In such case, the invalid provision shall be replaced with a valid provision agreed upon by the Parties in order to achieve the same result, both economically and otherwise.

17.3 This Agreement constitutes the Parties' full agreement in respect of the issues addressed by the Agreement. All other written or oral undertakings and representations preceding this Agreement shall thus be replaced by the contents hereof.

17.4 In order to be valid, amendments and supplements to this Agreement shall (subject to the exception for the provisions of Section 13) be prepared in writing and signed by the Parties.

18 DISPUTES

18.1 This Agreement shall be governed by Swedish law (without reference to its conflict of law principles).

18.2 Disputes arising as a consequence of the creation, application or interpretation of this Agreement, and other disputes which derive from this Agreement, shall at all times initially be the subject of negotiations between the Parties. In the event the Parties have not, within a period of thirty (30) days following a demand by a Party for negotiation, reached an agreement regarding a resolution of the dispute, the dispute may not be referred to a court of law but, rather, to the exclusion of all other fora, shall be conclusively determined by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (hereinafter the "Institute"). The Institute's Rules for Expedited Arbitration shall apply unless the Institute, taking into account the degree of difficulty of the case, the value in dispute and other circumstances determines that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply to the proceedings. In the latter case, the Institute shall also determine whether the tribunal shall consist of one (1) or three (3) arbitrators.

18.2 The place of arbitration shall be Umeå, Sweden. The language of the proceedings shall be Swedish.

18.3 Arbitral proceedings invoked by reference to this arbitration clause, all information disclosed, and all documentation submitted or issued by or on behalf of a Party or the arbitrators during such proceedings, as well as all decisions and awards rendered or issued as a consequence of such proceedings shall be treated as strictly confidential and may not be used for purposes other than the arbitration in question or to enforce such decision or award, and cannot otherwise be disclosed to any third party without obtaining the prior



written consent of the Party to whom the information pertains or, in respect of decisions and awards, the disputing Parties.

Appendix 1 – Data Processing Agreement (DPA)

1 INTRODUCTION

1.1 This DPA applies between the Parties in respect of the Personal Data processed by AM Hultdin Service AB on behalf of the Customer.

2 DEFINITIONS

2.1 In this DPA, the terms defined in the Agreement shall have the meanings ascribed to them in the Agreement (unless otherwise expressly stated). In this DPA, the terms set forth below shall have the following meanings.

Area

The countries included in the European Economic Area (EEA) as well as Switzerland, i.e. all EU countries; Iceland, Liechtenstein and Norway; and Switzerland.

Data Subject

A natural person to whom Personal Data pertains.

DPA

This Data Processing Agreement and amendments and supplements thereto in accordance with the provisions of the Agreement.

GDPR

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

Instruction

The Customer's instruction for processing Personal Data (see Appendix 1.1 of this DPA).

Personal Data



This personal data access agreement, as well as changes and additions made in accordance with the provisions of the Agreement.

Process

A measure or combination of measures in respect of Personal Data or sets of Personal Data, whether carried out automatically or not, such as the collection, registration, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Sub-processor

The party retained by AM Hultdin Service AB to Process, as personal data sub-processor of AM Hultdin Service AB, Personal Data on behalf of AM Hultdin Service AB.

3 BACKGROUND

3.1 The GDPR requires a written data processing agreement when a party will Process Personal Data on behalf of another party.

3.2 Since the Agreement may entail that AM Hultdin Service AB Processes Personal Data on behalf of the Customer, the Parties have entered into this DPA in order to govern the scope and details of such Processing.

4 PERSONAL DATA PROCESSING

4.1 In conjunction with the Processing of Personal Data pursuant to the Agreement, AM Hultdin Service AB shall ensure that such Processing occurs in accordance with the GDPR and other applicable laws or regulations governing the Processing of Personal Data and shall accept amendments and supplements to the Agreement necessary in order to fulfil the requirements of the GDPR or other applicable law in respect of the Processing of Personal Data.

4.2 AM Hultdin Service AB and the person or persons working under the guidance of AM Hultdin Service AB may only Process Personal Data in accordance with the Instructions appended to this DPA or other instructions provided by the Customer from time to time. The content of the Agreement and the Instructions set out the subject of Processing of Personal Data, the duration, nature and purpose of the Processing, the type of Personal Data and the category of Data Subjects.

4.3 AM Hultdin Service AB may not release Personal Data or other information regarding the Processing of Personal Data without express instruction from the Customer. However, the



aforementioned shall not apply where AM Hultdin Service AB is obliged to do so according to law or pursuant to an order issued by a governmental authority or competent court of law.

4.4 Unless otherwise expressly stated in the Agreement, AM Hultdin Service AB shall not be entitled to take measures in respect of Personal Data which AM Hultdin Service AB obtains from the Customer (i) for purposes other than to fulfil its obligations pursuant to the Agreement, or (ii) in some manner other than in accordance with Instructions from the Customer.

4.5 Taking into account the nature of the Processing, AM Hultdin Service AB shall, to the extent possible, assist the Customer by means of suitable technical and organisational measures such that the Customer can fulfil its obligations to respond upon request to exercise the Data Subject's rights in accordance with Chapter III of the GDPR.

4.6 The Customer shall be responsible for ensuring that the Processing of Personal Data takes place in accordance with the GDPR. The Customer shall ensure that AM Hultdin Service AB receives the necessary and complete Instructions in respect of the manner in which the company shall perform its engagement. In the event AM Hultdin Service AB lacks the Instructions deemed necessary by AM Hultdin Service AB in order to perform the engagement on behalf of the Customer, AM Hultdin Service AB shall notify the Customer thereof without delay. The Customer shall provide Instructions without delay. In addition, AM Hultdin Service AB shall notify the Customer without delay in the event an Instruction contravenes the GDPR or other applicable law in respect of the Processing of Personal Data.

4.7 In the event a Data Subject, the Swedish Data Protection Authority (Sw: Datinspektionen) or other authorised third party requests information from AM Hultdin Service AB concerning the Processing of Personal Data, AM Hultdin Service AB shall refer to the Customer.

4.8 AM Hultdin Service AB shall inform the Customer, without delay in respect of any contacts from the Swedish Data Protection Authority concerning, or which may be significant to, the Processing of Personal Data. AM Hultdin Service AB shall not be entitled to represent the Customer in relation to the Swedish Data Protection Authority except where otherwise separately agreed upon by the Parties.

5 INFORMATION SECURITY

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, AM Hultdin Service AB shall implement appropriate technical and organisational measures in order to ensure a suitable security level in relation to the risks including, where applicable:

(a) pseudonymisation or encryption of Personal Data;



(b) the ability to continuously ensure the confidentiality, integrity, accessibility and resistance of the processing systems and services;

(c) the ability to restore accessibility and availability of Personal Data within a reasonable period of time in conjunction with a physical or technical incident; and

(d) a procedure for regularly testing, examining and evaluating the effectiveness of the technical and organisational measures which ensure the security of the Processing.

5.2 AM Hultdin Service AB shall protect the Processed Personal Data from unintentional or illegal destruction, loss or alteration, unauthorised disclosure and unauthorised access.

5.3 AM Hultdin Service AB shall assist the Customer in order that the Customer can fulfil its obligations in respect of data protection and impact assessments thereof. In addition, AM Hultdin Service AB shall, to the extent possible, assist the Customer by means of suitable technical and organisational measures such that the Customer can fulfil its obligations to reply, on request from Data Subjects, in respect of the exercise of the Data Subjects' rights in accordance with Chapter 3 of the GDPR.

6 PERSONAL DATA BREACH

6.1 AM Hultdin Service AB shall take all necessary measures in order to assist the Customer in fulfilling its obligations in reporting personal data breaches to competent supervisory authorities and, where required in accordance with the GDPR, to the Data Subjects. In conjunction with the occurrence of a personal data breach, AM Hultdin Service AB shall, without unreasonable delay after the personal data breach, notify the Customer thereof.

6.2 In any event, notices of personal data breach shall contain:

(a) a description of the nature of the personal data breach including, where possible, the categories of and approximate number of Data Subjects affected by the personal data breach;

(b) the name and contact information of the personal data representative or other contact information where additional information regarding the personal data breach may be obtained;

(c) a description of the probable impact of the personal data breach; and

(d) a description of the measures which AM Hultdin Service AB has taken or proposed to be taken to remedy the personal data breach including, where possible, measures to mitigate the potential negative effects.

6.3 Where the Customer so requests, AM Hultdin Service AB shall assist the Customer in communicating the personal data breach to Data Subjects.



7 SUB-PROCESSOR

7.1 AM Hultdin Service AB shall be entitled to freely retain Sub-processors. In the event a Sub-processor is appointed, AM Hultdin Service AB shall enter into a personal data assistant agreement with the Sub-processor containing provisions comparable to those in this DPA and which otherwise comply with the GDPR.

7.2 The Customer shall at all times be apprised of the Sub-processors who may receive the Personal Data. Consequently, AM Hultdin Service AB shall inform the Customer in conjunction with the use of Sub-processors and changes of Sub-processors.

7.3 AM Hultdin Service AB shall bear liability as principal for the work of the Sub-processor which shall not entail any change in the allocation of responsibility between the Parties pursuant to this DPA. Furthermore, AM Hultdin Service AB shall be obliged, in conjunction with the use of Sub-processors, to ensure that such Sub-processors comply with the provisions of this DPA including, but not limited to, the provisions regarding Information Security in Section 5 above and that Processing of Personal Data by such Sub-processor otherwise takes place in accordance with the GDPR.

8 TRANSFER OF PERSONAL DATA OUTSIDE THE AREA

8.1 In the absence of prior written consent from the Personal Data Controller, AM Hultdin Service AB shall not be entitled to move, store or in any other manner Process Personal Data of the Customer outside the Area.

8.2 In the event the Customer has provided the Customer's consent for the transfer of Personal Data to countries outside the Area, AM Hultdin Service AB undertakes to ensure the legal basis for such transfer by means of, for example, entering into on behalf of the Customer such standard contractual clauses with the Sub-processor as have been produced by the European Commission for the transfer of Personal Data to third countries.

8.3 The Customer shall be entitled at any time to revoke such consent as provided in accordance with this Section. Following revocation of consent, AM Hultdin Service AB shall immediately cease transferring Personal Data and, upon request, confirm in writing that such has ceased.

9 CONFIDENTIALITY

9.1 AM Hultdin Service AB undertakes not to disclose or in any other manner reveal information regarding the Processing of Personal Data covered by this DPA to any third party with the exception of Sub-processors appointed in accordance with the provisions of this DPA.



9.2 AM Hultdin Service AB hereby undertakes to ensure that only those persons who work under AM Hultdin Service AB's management who require access to the Personal Data for the performance of AM Hultdin Service AB's obligations pursuant to this DPA shall be granted access to the Personal Data. AM Hultdin Service AB shall ensure that such persons are bound by confidentiality to the same extent (at a minimum) as AM Hultdin Service AB pursuant to this DPA.

9.3 In the event a Sub-processor is appointed, AM Hultdin Service AB shall ensure that the Sub-processor is bound by confidentiality to the same extent (at a minimum) as AM Hultdin Service AB pursuant to this DPA.

9.4 AM Hultdin Service AB shall not be entitled to use such information regarding the Processing of Personal Data for purposes other than as expressly set forth in this DPA.

9.5 Section 12 (Confidentiality) of the General Provisions shall also apply in respect of information covered by this confidentiality undertaking.

10 LIMITATION OF LIABILITY

10.1 AM Hultdin Service AB shall, in relation to the Customer, be liable for direct losses subject to the limitations following from Section 10 (Limitation of Liability) in the General Provisions which arise as a consequence of the Processing of Personal Data in the event AM Hultdin Service AB has not performed its obligations in accordance with the GDPR specifically applicable to AM Hultdin Service AB or has acted beyond, or in contravention of, this DPA or otherwise in contravention of Instructions.

10.2 AM Hultdin Service AB shall not be liable in accordance with the above in the event the company can demonstrate that it is not responsible in any respect for the event causing the loss.

10.3 The Customer undertakes to compensate AM Hultdin Service AB for any compensation, damages or suchlike which AM Hultdin Service AB – by settlement, judgment or comparable – is ordered to pay provided that the claim is based on the Customer's inadequate or erroneous Instructions to AM Hultdin Service AB.

10.4 However, the Parties are aware and acknowledge that the limitation of liability in accordance with Section 10.1 shall not apply where (i) a supervisory authority or court of law imposes a charge on any of the Parties, (ii) a Party has a right of subrogation against the other Party as a consequence of the fact that such first Party was obliged to pay an administrative fee or damages for which the other Party duly (or on the basis of joint and several liability) was liable, or (iii) in conjunction with a claim in damages brought by a Data Subject.

11 INSPECTION



11.1 The Customer or a third party acting on the Customer's behalf shall be entitled, at its own cost, to examine whether AM Hultdin Service AB has complied with this DPA. AM Hultdin Service AB shall provide the Customer with the assistance necessary for such examination. In the event the Customer is of the opinion that AM Hultdin Service AB has been deficient in any respect regarding the Processing of Personal Data, AM Hultdin Service AB shall immediately comply with any Instructions provided by the Customer in order for AM Hultdin Service AB to fulfil its undertakings pursuant to this DPA.

12 COMPENSATION

12.1 No separate compensation shall be payable for AM Hultdin Service AB's Processing of Personal Data pursuant to this Agreement.

13 TERM OF AGREEMENT

13.1 This DPA shall apply during the term of the Agreement.

14 MEASURES UPON TERMINATION

14.1 After the Processing on behalf of the Customer has ceased, AM Hultdin Service AB shall return or delete the Personal Data in accordance with the Customer's instructions thereon provided that storage of the Personal Data is not required by any law applicable to AM Hultdin Service AB. In the event the Personal Data is to be returned, such shall occur without unreasonable delay and in a general and readable digital format.

Instructions for processing of personal data appendix 1.1

The purpose of this appendix 1.1 is to describe the Processing of Personal Data carried out by AM Hultdin Service AB on behalf of the Customer. The defined terms used in this appendix shall have the meanings ascribed to them in the Agreement.

PURPOSE OF THE PROCESSING

The purpose of AM Hultdin Service AB's Processing of Personal Data on behalf of the Customer is to provide the Services offered by AM Hultdin Service AB pursuant to the Customer Agreement. In order to be able to use the Services, a User must be registered. In conjunction with registration of a User, the following information must be provided at a minimum: name, e-mail address and mobile telephone number. The purpose of registering this information is to ensure that AM Hultdin Service AB will be able to identify the user and ensure that logging-on is secure by means of the mobile telephone number. As regards the responsible person at the Customer who is named in the Customer Agreement, the aforementioned three items of information shall also be stored in AM Hultdin Service AB's



business system. AM Hultdin Service AB also processes such Personal Data provided by the Customer and the User from time to time when using the Services, e.g. when a document is uploaded in the Services.

AM Hultdin Service AB processes personal data for the following purposes:

- (a) The provision of the Services to the Customer; and
- (b) The provision of support and troubleshooting in respect of the Services.

CATEGORIES OF PERSONAL DATA

The following categories of personal data will be processed:

- (a) E-mail address, name and mobile telephone number in respect of the User; and
- (b) Other Personal Data provided by the Customer and User to the Services by means of Transferred Information.

CATEGORIES OF DATA SUBJECTS

The Personal Data Processed pertains to the following categories of Data Subjects:

- (a) The Customer's employees and representatives (including the Customer's consultants);
- (b) Other persons appointed by the Customer as Users of the Services; and
- (c) Other persons for whom the Customer is the personal data controller of Personal Data in accordance with law or agreement.

MEASURES WITHIN THE CONTEXT OF THE PROCESSING

AM Hultdin Service AB stores information regarding Users for each Customer in order to make possible the use of the Services and saves information regarding the Customer's responsible person identified in the Customer Agreement for contact regarding contractual issues. Documents and other Transferred Information provided by the Customer to the Services is stored in AM Hultdin Service AB's system for the purpose of providing the Services to the Customer.

LOCALISATION

All data is localised in Amazon and their services for storage and processing of data. Localised in Frankfurt, Germany.