

## A1. SaaS GENERAL TERMS AND CONDITIONS

**These GENERAL TERMS AND CONDITIONS set forth the terms and conditions under which Customer will receive Services from Spendency.**

### 1 DEFINITIONS

The following definitions shall apply to this Agreement.

- 1.1 "Agreement" means the agreement and all schedules attached thereto which shall form an integral part.
- 1.2 "Business Days" means Monday through Friday with the exception of New Year's Day, Twelfth Day, Maundy Thursday, Good Friday, Easter Monday, 1<sup>st</sup> of May, Ascension Day, 6<sup>th</sup> of June, Midsummer Eve, weeks 30 and 31, 13<sup>th</sup> of December, Christmas Eve, Christmas Day, Boxing Day and New Year's Eve.
- 1.3 "Documentation" means any operating manual or other printed materials, whether available on-line or in hard copy format, regarding the use of the Services generally made available by Spendency to its customers.
- 1.4 "Fees" means any and all fees payable by Customer to Spendency under this Agreement.
- 1.5 "Information" means any technical or business information in written, graphical, oral or other forms, including Documentation, specifications, drawings, tools, samples, reports, compilations, records, data, computer programs, drawings, models and secrets.
- 1.6 "Intellectual Property Rights" means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, know-how and any other similar rights, and all registrations, applications, disclosures, renewals, extensions, continuations and reissues of such rights.
- 1.7 "Party" or "Parties" means individually or collectively, as the case may be, Spendency and/or Customer.
- 1.8 "Priority Service Hours" means 09.00 – 16.00 (CET) during Business Days.
- 1.9 "Services" means services provided by Spendency, which Customer has subscribed to through this Agreement.
- 1.10 "Software" means the computer software programs utilized or provided by Spendency in the delivery of any Services.

### 2 ACCESS AND USE OF SERVICES

- 2.1 Access. Upon execution of this Agreement and payment of the applicable Fees, and subject to the restrictions in this Section 2, Spendency authorizes Customer to access and use the Services.
- 2.2 Use of Services. The Services are for use only by Customer unless otherwise defined in this Agreement. Customer shall follow all reasonable instructions relating to the use of the Services, which may be issued in writing by Spendency from time to time.
- 2.3 Documentation. Customer may print and copy the Documentation for its internal purposes. Customer shall not distribute any copies of such Documentation.
- 2.4 Update of Services. Spendency may modify the Services, the provision of the Services and the related service levels. Such modifications may create differences in how the Services operate in the future. Such modifications should not materially adversely affect the Services. Spendency shall notify the Customer of any material modifications reasonable before.

2.5 Cost of Updates. Customer will, to the extent the Services are subscribed for, have access to updates or enhanced features generally made available to all Spendency customers, at no additional cost.

2.6 Availability. The Services shall normally be available at all times. The availability of the Services depends on many factors, including Customer's connection to the Internet and Spendency shall not have any liability that arises out of or relates to the unavailability of the Internet and other network functions, provided that such unavailability is not a result of a negligent act or omission to act by Spendency.

2.7 Scheduled or Emergency Downtime. Spendency may outside the Priority Service Hours schedule downtime of the Services for maintenance, modifications or other measures. Spendency will provide Customer with a planned downtime schedule. The service weekends are used for upgrades of the Services up to a maximum of eight (8) times yearly. Spendency will notify Customer at least one (1) week prior to the service weekends. The Services may be unavailable from Saturday 06.00 to Sunday 22.00 (CET), but the Services will be made available as soon as the upgrade is completed. In case Spendency is forced to interrupt the Services due to a severe incident, the abovementioned notification period is not applicable for such emergency downtime.

2.8 Handling of Data. Unless otherwise agreed by the Parties, all Customer data will be stored within the EU or within a country that has a valid Data Protection Adequacy Decision from the European Commission. Further, all Customer data will be separated from other customers' data and will be encrypted both when stored and being processed.

### 3 SUPPORT

- 3.1 Support Hours. The Spendency support is available during the Priority Service Hours. The Spendency support is the Customer's primary contact for the Services.
- 3.2 Type of Support. Spendency provides support in Swedish and English both for incidents and service requests for all user types except for 'Readers' where the Customer is expected to provide support internally. An incident is an event that causes an interruption to or a reduction in the quality of a Service. A service request is a request from the Customer to Spendency to perform a pre-defined service for example to answer 'how-to-do-this' questions. Service requests are only performed Monday through Friday 09.00 – 16.00 (CET) during Business Days.
- 3.3 Communication Channels. Customer shall communicate by means of phone, email or through the support within the Services as regards incidents. For all other assumed classifications, communication shall be made via email or through the support within the Services.
- 3.4 Support Process. The main steps of the Spendency support process are outlined below:
  - The Customer contacts Spendency
  - Spendency logs the communication
  - Spendency initiates appropriate action
  - Spendency informs the Customer when an incident has been resolved or when a service request has been completed

## 4 PROPRIETARY RIGHTS

4.1 Title. Spendency and/or its licensors retain all rights in all Intellectual Property Rights, Software, Documentation or related Information pertaining to the Services, including but not limited to the configuration of the Software and categorisation of data.

4.2 Customer Marks. Spendency (including other companies in the Spendency group of companies) may, in its marketing, state that Customer subscribes to the Services. Spendency may use the Customer's marks for this purpose. Spendency's use of Customer's marks must meet the guidelines relating to the use of Customer's marks that Customer may issue from time to time.

## 5 CONFIDENTIALITY

5.1 Confidential Information. The following information shall be considered confidential ("Confidential Information"):

- (i) with regard to Spendency, Information, Documentation, Software and trade secrets related to the Services;
- (ii) with regard to Customer, information regarding Customer's data;
- (iii) with regard to any Party, any other information of a commercial, technical or other nature, which is designated in writing to be confidential; and
- (iv) this Agreement.

5.2 Exclusions. Notwithstanding the foregoing, Confidential Information does not include information which:

- (i) is shown to be in the public domain at the time of the disclosure or becomes available to the public thereafter, and not as a result of the act or omission of the receiving party;
- (ii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure; or
- (iii) is required to be disclosed by the receiving party pursuant to law or legally enforceable order of court or judicial body.

5.3 Handling of Confidential Information. The Parties agree to retain the other Party's Confidential Information in the strictest confidence. Any disclosure to a person or entity outside the Spendency or Customer group of companies shall be made on a need to know basis only and is subject to the prior written approval of the initially furnishing party. The Party disclosing information to a third party is responsible for such a third party's confidentiality undertaking. Confidential Information shall, however, not be disclosed to any person or other entity without such person's or entity's written agreement to be bound to a confidentiality agreement with terms no less restrictive than the terms contained in this Agreement.

## 6 TERMINATION

6.1 Termination for Cause. A non-offending Party may, by written notice to the other Party, terminate this Agreement if any of the events under (i) or (ii) occur:

- (i) there is a material breach of this Agreement and such breach is not remedied within thirty (30) days after receipt of notice of the breach by the non-offending Party; or
- (ii) the other Party
  - (a) terminates or suspends its business activities;
  - (b) becomes insolvent, has a liquidator or a receiver appointed, enters into an arrangement with its

creditors or admits in writing its inability to pay its debts as they mature; or

- (c) becomes subject to any bankruptcy or insolvency proceeding, which is not withdrawn or dismissed within thirty (30) days.

6.2 Discontinued Use and Return of Materials. Upon termination or expiration of this Agreement for any reason, Spendency may immediately discontinue Customer's access to use of the Services. Both Parties shall promptly discontinue use of Confidential Information received from the other Party and within ten (10) days certify in writing to the other Party that all copies, extracts or derivatives of such Confidential Information have either been returned to the other Party or destroyed. However, Spendency shall have the right and obligation to keep a copy of any necessary information during the term provided for in the relevant accounting act. If the Customer wish to access its data stored in the Services, the Customer can retrieve such data as long as the Services are available.

6.3 Effect of Termination. Notwithstanding any termination of this Agreement, Section 5 (CONFIDENTIALITY) shall survive for a period of five (5) years, while Sub-section 4.1 (Title) as well as Sections 7 (LIMITATION OF LIABILITY) and 9 (INDEMNIFICATION) shall survive termination of this Agreement indefinitely. All other rights and licenses granted hereunder will cease upon termination.

## 7 LIMITATION OF LIABILITY

7.1 Indirect Damage. Neither Party will in any event be liable under this Agreement or the termination thereof for any loss of profits, loss of use, indirect or consequential damages of any kind.

7.2 Limitation to Fees Paid. Spendency's liability under this Agreement or the termination thereof will not, in any event, exceed the Fees actually paid by Customer to Spendency for the period of twelve (12) months preceding the breach or damage. The Customer's right to damages, penalties or any other remuneration shall be forfeited, if the claim has not been made in writing, without delay and not later than six (6) months from the day when the Customer became aware of or should have realised the circumstance, which caused the damages.

## 8 WARRANTIES

8.1 Spendency warrants to Customer, that the Services will substantially meet the functionality outlined in the Documentation. Spendency does not warrant to Customer that the Services will meet all of Customer's requirements or that the use of the Services will be uninterrupted or error free. To the extent the Services fails to substantially meet the functionality outlined in the Documentation Spendency's sole and exclusive liability to Customer, and Customer's sole and exclusive remedy against Spendency, shall be to use commercially reasonable efforts to modify the Services so that it substantially meet the functionality outlined in the Documentation. The above remedy is available only if Spendency is promptly notified in writing, upon discovery of the nonconformities by Customer and Spendency's examination of the Services discloses that such nonconformities exist and are due to Spendency's fault.

## 9 INDEMNIFICATION

9.1 If a third party claims or brings an action against a Party relating to infringement of any copyright or trademark by the use of Services the party causing the claim or action shall indemnify the other Party against all damages and costs arising out of such claim or action. The Party causing the action or claim shall, however, be released from the foregoing

obligation to indemnify if the Party facing the claim or action has not taken all reasonable steps to mitigate any potential damages and costs and provides that party with:

- (i) prompt written notice of any such claim or action, or the substantial risk thereof;
- (ii) sole control and authority over the defence or settlement of such claim or action; and
- (iii) proper and full information and assistance to settle and/or defend any such claim or action. The Party facing the claim or action shall have the right to employ separate counsel and participate in the defence at its own expense, provided that the other Party shall control the defence.

Further, in the event of any third party claim or action, the Party causing the claim at its option, may (i) modify the allegedly infringing materials or (ii) require that the other Party discontinue the use of the allegedly infringing materials. Notwithstanding the foregoing, the Party allegedly responsibly for the claim or action shall have no liability based upon the use the allegedly infringing materials in connection with another product or service (the combination of which causes the infringement) if such Party not approve of such use.

## 10 MISCELLANEOUS

10.1 Assignment. Neither this Agreement nor any rights or obligations under this Agreement may be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. However, Spendency retains the right upon prior written notice to transfer all its rights and

obligations under this Agreement to another company in the Spendency group of companies.

10.2 General Commercial Conditions will always be available via: <https://www.onventis.com/analytics-gcc>

10.3 Data Protection. Customer undertakes to carry out all measures required of Spendency, under the applicable data protection legislation, in connection with any processing of personal data carried out by Spendency in the performance of the Services, including, without limitation, procuring the necessary consents from registered persons who are employees of Customer or otherwise registered on the request of Customer and providing prescribed information to such persons.

10.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Sweden without reference to conflict or choice of law principles. All disputes which cannot be resolved through informal dispute resolution or governance shall be resolved by a court of competent jurisdiction in Stockholm.

10.5 Force Majeure. Neither Party will be liable for any failure to perform or delay in performance of its obligations under this Agreement to the extent that such performance is delayed or rendered impossible by labour disputes, fire, flood, general interruptions or disruptions of power supply or telecommunications, governmental acts or orders or restrictions, or act of God, or any other reason where failure to perform is beyond the control of the non-performing Party.

10.6 Amendments. This Agreement may not be amended except in a writing signed by a duly authorized representative of each Party. This Agreement supersedes all previous oral or written agreements or representations, relating to this Agreement.