

TERMS OF SERVICE

1 GENERAL

- 1.1 These general terms of service (the “Terms”) apply to all products, services and deliverables that Xenit provides to the customer (the “Customer”), unless the parties have agreed otherwise in writing or Xenit has provided Customer with separate terms of service for a particular product, service or deliverable. The Terms further apply to all agreements to which Xenit is a party, including but not limited to approved order forms, statements of work, master services agreements, and agreements regarding delivery, orders and other business arrangements, including any schedules or attachments to such agreements (each such agreement hereinafter, an “Agreement”).
- 1.2 In these Terms, the products and services offered by Xenit are divided as follows:
 - i. Consulting services (“Consulting Services”);
 - ii. Delivery of licenses (“License Delivery”);
 - iii. Delivery of hardware (“Hardware Delivery”);
 - iv. Comprehensive solutions (“Comprehensive Solutions”); and
 - v. Operation and support (“Operational Services”).
- 1.3 The products and services, and the applicable terms and agreements, that will apply to Customer are determined by the products and services that Customer make a call off on based on an applicable call-off agreement, framework agreement or approved order form (hereinafter, an “Order Form”). Such Order Form will be saved by Xenit in a folder specifically created for and tailored to Customer, which will be updated by Xenit on a regular basis to add products, services and/or deliverables that Customer orders.

2 DEFINITIONS

The following defined terms shall, regardless of whether they are being used in singular or plural, or definite or indefinite form, shall have the following meaning:

- 2.1 “Agreed Delivery Date”

Means the delivery date agreed upon by the parties in an order form or other specification relating to an order for services or hardware, or as otherwise agreed upon by the parties in writing.
- 2.2 “Term”

Means the period for which these Terms are in effect..
- 2.3 “Operational Services”

Means services of operation and support to be performed by Xenit as agreed to between the parties.

- 2.4 “Actual Delivery Date”

Means the date on which the Consulting Services and/or the Hardware Delivery, as agreed upon in an order form or other specification relating to such Consulting Services and/or the Hardware Delivery, were actually delivered to and installed at Customer’s place of business, or such other location as agreed to between the parties.
- 2.5 “Comprehensive Solution”

Means a comprehensive solution agreed to between the parties regarding services and deliverables that Xenit will perform on behalf of Customer, which may include the provision of Third Party Licenses and Third Party Services.
- 2.6 “Comprehensive Solution Description”

Means a description and/or specification of a Comprehensive Solution Description.
- 2.7 “Hardware”

means hardware that is resold by Xenit and which is to be delivered to Customer by Xenit after Customer has made call off in accordance with an Order Form or other written agreement between the parties.
- 2.8 “Hardware Delivery”

Means the delivery of Hardware as agreed upon between the parties.
- 2.9 “Hardware Delivery Description”

means a description and/or specification of a Hardware Delivery.
- 2.10 “Consulting Services”

Means consulting services to be performed by Xenit as agreed upon between the parties.
- 2.11 “License Delivery”

Means the delivery of a Third Party License as agreed upon between the parties.
- 2.12 “License Delivery Description”

Means a description and/or specification of a License Delivery.
- 2.13 “Cloud Service”

Means a service that is made available over an electronic communications network, including but not limited to public, private or dedicated networks, and which can be provided as part of an agreed upon Comprehensive Solution or Operational Service.
- 2.14 “Quotation Specification”



Means the definition and scope of services, products and/or deliverables stated in a price quotation offered by Xenit and accepted by Customer.

2.15 "Specific Terms"

Means any document signed by the parties with particular terms or conditions to be applied between the parties.

2.16 "Consulting Services Description"

Means a description and/or specification of Consulting Services.

2.17 "Third Party License"

Means a license held by third parties.

2.18 "Third Party Product"

Means a product made by a third party.

2.19 "Sub-Consultant"

Means a consultant that Xenit hires to perform Consulting Services, Comprehensive Solutions or Operational Services.

2.20 "Sub-Distributors"

Means a distributor that Xenit hires to deliver Hardware or Third Party Licenses.

2.21 "Assignment"

Means all services, products and deliverables agreed to between the parties under the Agreement.

3 CONSULTING SERVICES

Commitments of the Parties

- 3.1 Xenit shall, in accordance with these Terms, provide the Consulting Services specified in the applicable Consulting Services Description. The Consulting Services Description shall describe the specific Consulting Services to be performed and the extent to which such Consulting Services are to be performed. If a specific result has been agreed upon for a particular project, a separate specification of requirements for that project shall be added to the Consulting Services Description.
- 3.2 Customer shall pay for the provided Consulting Services in accordance with prices included in the Quotation Specification or, in the absence of a Quotation Specification, in accordance with Xenit's prices for consulting services at any given time.

Performance of the Services

- 3.3 Xenit undertakes to perform the Consulting Services with care and in a professional manner and with suitable and qualified personnel for the purpose. Xenit will work proactively and strive for continuous improvements to the Consulting Services. Unless otherwise specified in an Agreement, Xenit will perform the Consulting Services in a manner consistent with industry standards.

3.4 Xenit may hire Sub-Consultants to perform the Consulting Services without the prior approval of Customer, however Xenit will inform Customer of its intent to do so.

3.5 Customer shall provide Xenit with access to Customer's premises, equipment and software to the extent necessary for the performance and provision of the Consulting Services. Furthermore, Customer shall provide Xenit with correct information and supporting documentation and communicate decisions regarding Customer's operations to the extent necessary for Xenit to fulfill its obligations under these Terms and an Agreement.

3.6 Customer shall carry out its commitments with employees who are qualified and competent for the purpose. Customer is responsible for errors and deficiencies in Customer's equipment or software, except for such equipment or software supplied by Xenit within the scope of the Assignment, unless otherwise stated in these Terms.

Liability for Defects

3.7 Consulting Services performed on an ongoing basis are considered defect if such Consulting Services are not performed in the manner specified in Section 3.3. Defects that occur during the performance of Consulting Services or during the performance of services for which no specific results have been agreed in the Consulting Services Description should not be considered defects. Customer acknowledges and accepts that continuous error correction and adaptations of software and hardware are part of the ongoing Consulting Services and further acknowledges and agrees that such errors and corrections that occur within the framework of the Consulting Services do not constitute errors according to Section 3.8 - 3.11. Consulting Services with particular agreed end-results, are considered defect if the results differ from the result agreed to in the Consulting Services Description.

3.8 Xenit is not liable for defects in the Consulting Services caused by a Third Party Product unless Xenit would have been able to reasonably foresee or remedy such defects within the framework of the Consulting Services. If such defect occurs, Xenit shall notify Customer of the defect and the property of the Third Party Product that caused the defect as well as its possible impact on the performance of the Consulting Services.

3.9 Xenit shall remedy defects in the Consulting Services caused by circumstances for which Xenit is responsible and which Customer has notified Xenit of within the time specified in Section 8 (Acceptance Control). Notwithstanding the foregoing, Xenit is only obligated to remedy defects to the extent reasonable considering



costs and general inconvenience for Xenit in relation to the significance of the defect for the Customer.

- 3.10 Defects should be remedied at Xenit's discretion either:
- i. by correction; or
 - ii. by instructions to the Customer on how to remedy the defect which does not entail unimportant inconvenience to the Customer; or
 - iii. by re-delivery.
- 3.11 If Xenit does not remedy the defect with the urgency required by the circumstances, Customer shall submit, in writing, a final remedy period which shall be reasonable in relation to the extent of the defect. If the defect is not remedied at the end of the deadline, Customer is entitled to a price reduction corresponding to the defect.
- 3.12 Xenit is not liable in any case for any loss or other indirect damage or loss, including but not limited to, Customer's liability against third parties or loss of information. Nor is Xenit liable for the Sub-Consultant's negligence or negligence towards Customer, if such negligence is beyond Xenit's control.

Delay

- 3.13 Consulting Services performed on an ongoing basis shall be performed within the timeframe agreed upon between the parties.
- 3.14 If the parties have agreed in writing on a particular delivery date ("Agreed Delivery Date") in the Consulting Services Description or related requirement specification, delivery of the Consulting Services will be considered delayed if the Actual Delivery Date occurs after the Agreed Delivery Date. "Actual Delivery Date" means the day on which the Consulting Services and agreed results in accordance with the Consulting Services Description or related requirement specification were delivered to and installed at Customer's place of business, or such other location as agreed to between the parties.
- 3.15 If delay in accordance with Section 3.14 is caused by a Third Party Product and Xenit was not able to foresee or remedy such delay within the framework of the Consulting Services, Xenit shall not be considered in delay. In such cases, Xenit shall have the right to extend the time for performance of the Consulting Services. When such delay occurs, Xenit shall notify Customer of the delay and the part of the Third Party Product that caused the delay and its possible impact on the performance of the Consulting Services and Actual Delivery Date.
- 3.16 There is no delay if Xenit is delayed or prevented from performing the service due to circumstances that depend on the Customer. Also, there is no delay if Xenit is delayed or prevented from performing due to circumstances that

are due to the Sub-Consultant's negligence beyond Xenit's control.

4 DELIVERY OF LICENSES

Commitments of the Parties

- 4.1 Xenit shall, in accordance with the terms of these Terms, provide Customer with License Delivery of such content and to the extent specified in the License Delivery Description.
- 4.2 Customer shall pay for the License Delivery in accordance with the prices included in the Quotation Specification or, in the absence of a Quotation Specification, in accordance with Xenit's then-current prices for licenses.
- 4.3 For Customer's use of a Third Party License that Xenit delivers to Customer, the terms and conditions applicable to such Third Party License applies instead of these Terms.

Delivery

- 4.4 The License Delivery shall be delivered to or made available at Customer's place of business at a time agreed between the parties. The License Delivery is completed when delivered to or made available at Customer's place of business, or such other location as agreed to between the parties.

5 DELIVERY OF HARDWARE

Commitments of the Parties

- 5.1 Xenit shall, in accordance with the terms of these Terms, perform Hardware Delivery of such content and to the extent specified in the Hardware Delivery Description.
- 5.2 Customer shall pay for the Hardware Delivery in accordance with the prices included in the Quotation Specification or, in the absence of a Quotation Specification, in accordance with Xenit's then-current prices for hardware.

Liability for Defects

- 5.3 Xenit is liable for ensuring that the Hardware Delivery complies with the specification in the Hardware Delivery Description. Customer acknowledges and accepts that Xenit is only a reseller of the Hardware and agrees to make claims regarding defects in the Hardware that are not directly caused by Xenit's negligence directly against the Manufacturer of the Hardware. However, Customer may notify Xenit of the defect, in which case Xenit shall make the claim against the manufacturer if reasonable considering general inconvenience for Xenit in relation to the significance of the defect for the Customer. In the event that Customer notifies Xenit of the defect, Customer agrees to reimburse Xenit for any costs Xenit incurs as a result of making the claim against the manufacturer.



- 5.4 Xenit shall remedy defects in the Hardware Delivery which are due to circumstances for which Xenit is responsible and which Customer has notified Xenit of in accordance with Section 8 (Acceptance Control). Xenit is only obligated to remedy defects to the extent reasonably practicable. Xenit's obligation does not apply if remedying the defect would result in unreasonable inconvenience and costs for Xenit in relation to the significance of the defect to Customer.
- 5.5 Defects should be remedied at Xenit's discretion either:
- by correction; or
 - by instructions to the Customer on how to remedy the defect which does not entail unimportant inconvenience to the Customer; or
 - by re-delivery.
- 5.6 If Xenit does not remedy the defect with the urgency required by the circumstances, Customer shall submit a final deadline for remedy in writing, which shall be reasonable considering the extent of the defect. If the defect is not remedied by the end of such deadline, Customer is entitled to a price reduction proportionate to the defect.
- 5.7 Xenit's liability does not include:
- defects that are of no significance to the intended use of the Hardware Delivery and which do not cause inconvenience to the Customer;
 - defects caused by Customer's use of the Hardware;
 - defects caused by modifications to the Hardware made by Customer;
 - defects caused by viruses or other external attacks;
 - defects caused by third parties or by other circumstances outside of Xenit's control, such as defects in equipment, accessories or software not included in the Hardware Delivery; or
 - normal wear.
- 5.8 Customer acknowledges and accepts that Xenit only makes a recommendation regarding the choice of Hardware in connection with Hardware Delivery. Customer also acknowledges and accepts that Xenit does not guarantee that the selected Hardware fulfills certain functions or is adapted for certain purposes and that Xenit is not liable for the same.

Delay

- 5.9 If the parties have agreed on a particular delivery date ("Agreed Delivery Date") in the Hardware Delivery Description, or if an Agreed Delivery Date has otherwise been agreed to in writing, the Hardware Delivery will be considered delayed if the Actual Delivery Date occurs after the Agreed Delivery Date. "Actual Delivery Date" means the day on which the Hardware Delivery, according to the Hardware Delivery Description, was

delivered to and installed at Customer's place of business, or such other location as agreed to between the parties.

- 5.10 There is no delay if Xenit is delayed or prevented from completing the Hardware Delivery due to circumstances caused by the Customer. Also, there is no delay if Xenit is delayed or prevented due to circumstances caused by a third party's supplier of the Hardware or a Sub-Consultant's negligence beyond Xenit's control.

Preparation and Installation of the Hardware

- 5.11 Customer shall, as necessary, perform such preparations that the parties have agreed on, or as otherwise described as necessary by Xenit, for the installation of the Hardware. Xenit shall provide such instructions well in advance.
- 5.12 Xenit will install the Hardware at the location agreed to between the parties and in accordance with generally applicable Swedish regulations.

Liability during Hardware Delivery

- 5.13 The liability for the Hardware Delivery passes to Customer on the Effective Delivery Date.

Ownership

- 5.14 Ownership of the Hardware transferred to Customer according to an Agreement remains with Xenit until Xenit has received payment in full for the applicable Hardware. Until full payment has been received and ownership has been transferred to Customer, Customer is not entitled to resell or otherwise dispose of the Hardware in a way that would prevent Xenit from asserting its ownership of the Hardware. Xenit has the right to collect the Hardware from Customer if Customer has not submitted payment in full by the date on which payment is due.

6 COMPREHENSIVE SOLUTIONS

Commitments of the Parties

- 6.1 Xenit shall, in accordance with the provisions of these Terms, provide Customer with a Comprehensive Solution with such content and to such extent specified in the applicable Comprehensive Solution Specification.
- 6.2 Customer shall pay for the Comprehensive Solution provided in accordance with the prices provided in a Quotation Specification.

Implementation of the Comprehensive Solution

- 6.3 The parties should cooperate and consult each other when implementing the Comprehensive Solution.
- 6.4 Xenit should do the necessary to meet the Comprehensive Solution Specification. In doing so, Xenit shall carry out its commitments with sufficient resources and with competent, suitable and qualified employees in each case. The commitments must be carried out in a professional manner.



- 6.5 Xenit has the right to, in its sole discretion, use a Sub-Consultant for the performance of the Comprehensive Solutions, however Xenit undertakes to inform the Customer of its intent to do so.
- 6.6 Customer shall carry out commitments specified in an Agreement with sufficient resources and with competent, suitable and qualified employees in each case.
- 6.7 Customer shall submit correct information for the implementation of the Comprehensive Solution, communicate decisions and otherwise complete agreed actions in order to enable Xenit to follow the schedule agreed to between the parties and other commitments as specified in the Comprehensive Solution Description.

Liability

- 6.8 Xenit is liable for ensuring that the Comprehensive Solution fulfills the function(s) and service levels specified in the Comprehensive Solution Description. Xenit is responsible for delivering and/or providing Hardware and/or Third Party Licenses and/or Cloud Services to fulfill and maintain such functions during the time agreed upon by the parties ("Agreement Period"). In order for the Comprehensive Solution to be maintained in accordance with the Comprehensive Solution Description, Xenit has the right to, in its sole discretion and without prior approval by the Customer, employ Sub-Consultants.
- 6.9 A Comprehensive Solution shall be considered defect when it does not fulfill the functions and/or service levels specified in the Comprehensive Solution Description or when it otherwise deviates from the requirements outlined in these Terms.
- 6.10 Xenit shall remedy defects to the extent reasonable and practically possible for Xenit. Xenit may also provide Customer with instructions on how to remedy or circumvent a defect if such remediation or circumvention is not unreasonably inconvenient for Customer. If Xenit does not remedy the defect with the urgency required by the circumstances, Customer shall submit a final deadline for remedy in writing, which shall be reasonable considering the extent of the defect. If the defect is not remedied by the end of such deadline, Customer is entitled to a price reduction proportionate to the defect.
- 6.11 Xenit is not liable for errors that are of no significance to the intended use of the Comprehensive Solution and which do not cause inconvenience to Customer. Furthermore, Xenit is not liable for errors due to the Customer not providing correct information or data, or providing incorrect or defective system conditions.

Delivery

- 6.12 The Comprehensive Solution must be available to the Customer on the agreed start date specified in the Comprehensive Solution Description.

7 OPERATIONAL SERVICES

Commitments of the Parties

- 7.1 Xenit shall provide the Operational Services agreed to and specified in the Quotation Specification for the applicable Operational Services.
- 7.2 The Customer shall pay for the Operational Services in accordance with the prices listed in the applicable Quotation Specification or, if there is no price listed in the Quotation Specification, in accordance with Xenit's then-applicable prices for Operational Services at any given time.

Implementation of Operational Services

- 7.3 Xenit has the right to hire a Sub-Consultant for the performance of the Operational Services in Xenit's sole discretion and without prior approval from Customer, however Xenit undertakes to inform Customer of its intent to do so.
- 7.4 Xenit is entitled to provide all or part of the Operational Services from another country, provided that Xenit otherwise complies with the requirements set out in the applicable Quotation Specification for the Operational Services and these Terms.
- 7.5 In cases where the Operational Services includes a Cloud Service for Customer's use, the terms and conditions for the Cloud Service communicated by Xenit apply.

Liability

- 7.6 Xenit shall implement the operational requirements and maintain the service levels specified in the Quotation Specification for the Operational Services.
- 7.7 Xenit is not responsible to Customer in any case for any loss or any indirect damage or loss, including Customer's possible liability to third parties or loss of information. Nor is Xenit responsible for the Sub-Consultant's negligence beyond Xenit's control.
- 7.8 Xenit is not responsible for storing or backing up Customer's data, unless otherwise specifically agreed.
- 7.9 Xenit is not responsible for any errors in the Cloud Service provided by third parties, unless otherwise specifically agreed.

8 ACCEPTANCE CONTROL

- 8.1 With regards to Consulting Services with an agreed specification (i.e. Consulting Services not on an ongoing basis) and Hardware Deliveries, acceptance control shall be applied. Customer agrees to, during a period of fourteen (14) days from the Actual Delivery Date ("Acceptance Control Period"), verify that the Consulting

Services and its results as well as each Hardware Delivery meet the agreed specifications.

- 8.2 The Customer shall, within the Acceptance Control Period as specified in Section 8.1, notify Xenit if the Consulting Services and/or the Hardware Deliveries do not comply with what is stated in the respective specification. Customer must indicate how the service and/or delivery differs from the specification and how the deviation is manifested. Xenit should then quickly remedy the defect. Xenit has the right, in its sole discretion, to choose to remedy the defect or make another delivery to substitute the defected one. Defects not reported by Customer within the Acceptance Control Period cannot be asserted.
- 8.3 The Consulting Services and the Hardware Deliveries, as applicable, are considered finally delivered and to fulfill the applicable specification when:
- i. Fourteen (14) days from Actual Delivery Date have elapsed without Customer notifying Xenit of deviations; or
 - ii. Xenit after notification from the Customer has remedied the reported deviation according to Section 8.2.

9 INTELLECTUAL PROPERTY RIGHTS AND LICENSE TERMS

- 9.1 Xenit owns the copyright and all other intellectual property rights to the results and the source code developed under the Assignment, these Terms and any Agreement. Customer obtains an unlimited, non-exclusive right to, for the agreed purpose and in accordance with these Terms and an Agreement, use the results of the Consulting Services and the Assignment delivered by Xenit to Customer within the framework of Customer's operations and to modify, multiply, lease and transfer such results of the Consulting Services and the Assignment delivered by Xenit to Customer. If the results of the Consulting Services and the Assignment include parts that Xenit stated belong to a third party, the Customer may not modify, reproduce, lease or transfer such parts without the consent of the applicable rights holder.
- 9.2 Xenit, or where applicable, the rights holder of the Third Party License or Third Party Product, owns the copyright and other intellectual property rights to the Third Party Licenses and Third Party Products that Xenit provides to Customer in accordance with these Terms or any Agreement.
- 9.3 In the event of a third party filing a claim or action against Customer based on infringement of the third party's intellectual property rights, Customer shall inform Xenit as soon as possible. Xenit shall have the right, in its sole discretion, to bring an action against a third party, or to have Customer, at its own expense, bring such action. Regardless of who is suing the third party, the other party must reasonably assist the other party.

- 9.4 Neither Xenit nor the Customer acquires any right under these Terms or any Agreement to the other party's intellectual property rights that the party had prior to entering into these Terms or an Agreement, unless otherwise specifically agreed.

10 THIRD PARTY PRODUCTS AND THIRD PARTY LICENSES

- 10.1 Intellectual property rights to products, licenses and Cloud Services provided by third parties ("Third Party Products" and "Third Party Licenses") are governed by the terms between Customer and the applicable third party. However, these Terms and the terms of an Agreement apply to any Third Party Product or Third Party License included in the Comprehensive Services.
- 10.2 In the event that Third Party Products or Third Party Licenses cannot be used as a result of infringement of intellectual property rights not attributable to Customer's use, Xenit, to the extent that the Third Party Product or Third Party License is included as part of a Comprehensive Solution, is responsible for providing the Customer with an equivalent alternative.

11 DAMAGES AND LIMITATION OF LIABILITY

- 11.1 Each year, a party's liability shall be limited to direct damages and losses to a total maximum amount equal to the total compensation according to these Terms or an Agreement during the previous 12-month period. If these Terms have not been in force for a 12-month period at the time of the damage, liability is limited to an estimated compensation for the first twelve (12) months of the Agreement. Part's liability for damages does not include indirect damage and losses such as loss of profits, loss of expected savings or lost goodwill.
- 11.2 Xenit is not responsible for any loss or corruption of data, except for any loss or corruption of data caused by Xenit's negligence, or as a result of Xenit not making backup copies of the data if Xenit had expressly agreed to do so.

12 RESPONSIBILITY FOR EQUIPMENT, PROGRAMS AND DATA

- 12.1 Customer shall bear the risk of the Customer's equipment, software and data. Xenit is not required to hold insurance for the Customer's equipment or software. Xenit shall bear the risk of Xenit's software and equipment in Customer's possession, but not in the event of damage to such equipment due to causes beyond Xenit's control, e.g. theft, fire damage, water damage or the like. Customer is responsible for holding appropriate insurance covering the equipment owned by Xenit but which is in Customer's possession and physically located with the customer (e.g. hardware rented by the Customer or included in the Comprehensive Solution).

13 PRICES AND PAYMENT TERMS



- 13.1 Unless otherwise expressly stated, prices in these Terms and an Agreement or otherwise are stated exclusive of value added tax (VAT).
- 13.2 Compensation for fixed contracted Consulting Services, Operational Services and Comprehensive Solutions are invoiced in advance on a quarterly basis. Pre-paid hours are invoiced upon call off of such hours. Ongoing hourly fees for performed Consulting Services are billed per hour upon completion of a call off. Hardware Delivery and License Delivery are invoiced within ten (10) days after delivery.
- 13.3 In the event that Customer's License Delivery is based on the number of users or similar parameters, the invoice will be updated on an ongoing basis, unless otherwise agreed in the Quotation Specification.
- 13.4 Payment of an invoice must be made no later than twenty (20) days from the invoice date. Invoices must be disputed within seven (7) days from the invoice date.
- 13.5 In the event of non-payment, interest will be charged in accordance with räntelagen (the Interest Act).
- 13.6 In case of late payment, Xenit reserves the right to charge a statutory reminder fee.
- 13.7 Xenit has the right to change its price lists at any time. Xenit must notify the Customer in writing at least three (3) months prior to such change taking effect. If Customer does not accept the change, Customer must notify Xenit in writing within one (1) month of receiving the notice from Xenit. If such notice is made by Customer, these Terms shall cease to be valid on the date that occurs three (3) months after the change would have been implemented. The previous price list is valid throughout the period from the time the Customer notifies Xenit until these Terms and any Agreement expire.
- 13.8 Xenit's price lists are adjusted on July 1 each year in accordance with the Labor Cost Index for Officials (LCI tjm) preliminary index published by Statistics Sweden, SNI2007 code J (Informations- och kommunikationsverksamhet).
- 13.9 Where applicable, the exchange rate is determined on the day these Terms become effective between the parties according to SEB selling rate + SEK 0.95.

14 TRAVELS AND EXPENSES

- 14.1 When traveling, Xenit reserves the right to charge reimbursement for actual travel time and any actual expenses.
- 14.2 Xenit reserves the right to charge reimbursement in accordance with the Swedish Tax Agency's instructions.

15 MARKETING ETC.

- 15.1 Xenit has the right to in its marketing, including but not limited to presentation material or on Xenit's website,

after Customer's approval, state that Customer is/has been a customer of Xenit, provided that the information can be provided without disclosing sensitive information.

- 15.2 Notwithstanding Section 16 below, Xenit has the right to use the Customer's name or information attributable to the Customer within Xenit's premises in the manner required for Xenit to effectively fulfill its obligations under these Terms and any Agreement, including but not limited on screens set up in Xenit's premises for case monitoring and case management.

16 NON-DISCLOSURE

- 16.1 The parties undertake to, both during the term of these Terms and any Agreement and thereafter, to treat all Confidential Information (as defined below) strictly confidential and not to disclose to third parties such Confidential Information that the parties have received as a result of their commitment to these Terms and any Agreement. The parties undertake to use Confidential Information solely for the purpose of fulfilling their obligations under these Terms and any Agreement and not for any other purpose. The receiving party further undertakes to take the necessary steps to prevent any employee, Sub-Consultant, Sub-Distributor, or other contractor or agent from using or disclosing Confidential Information to third parties and to use the same level of care to avoid disclosure as they use with respect to their own confidential or copyrighted information.
- 16.2 "Confidential Information" means the content of these Terms or an Agreement and any information provided by one party to the other, whether provided in writing or orally and regardless of format, except for information that
- 16.3 at the time of disclosure, is or becomes available to the public in a way other than by a violation of these Terms or an Agreement; or
- 16.4 was already available to the receiving party or which the receiving party has developed on its own prior to entering into these Terms, and that has not been obtained, directly or indirectly, by a breach of these Terms or an Agreement.
- 16.5 This confidentiality obligation shall not prevent any party from disclosing such Confidential Information that a party is required to disclose according to law, judgment or authority's decision or agreement with the stock exchange or other marketplace. However, should either party be required to disclose any Confidential Information, the parties undertake to immediately notify the other party thereof in order to give them the opportunity to take safeguard measures. The parties undertake to do their best to ensure that, as far as possible, Confidential Information disclosed in accordance with this paragraph is treated confidentially by the recipient of such information.



16.6 The provisions of this paragraph shall be valid two (2) years after the termination of these Terms and any Agreement.

17 TERM AND TERMINATION

17.1 These Terms become valid when the parties enter into an Agreement (for example, by signing an Agreement or one party's acceptance of the other party's offer) and will remain in force until terminated by either party (the "Term"). Either party has the right to terminate the Agreement by written notice. Unless otherwise agreed, the notice period for these Terms are four (4) months.

18 EARLY TERMINATION

18.1 Either party may terminate this Agreement immediately if:

- (a) the other party materially breaches its obligations under these Terms or an Agreement and has not remedied such breach within thirty (30) days of the written request by the other party to do so, referencing this paragraph; OR
- (b) the other party enters into bankruptcy, initiates negotiations of debt settlements or becomes insolvent.

19 PROCESSING OF PERSONAL DATA

19.1 In the event that Xenit, in order to carry out its obligations according to these Terms or an Agreement, processes personal data on behalf of Customer as Customer's data processor, the Customer and Xenit shall enter into a separate personal data processing agreement.

20 FORCE MAJEURE

20.1 Party is exempt from penalty for failure to fulfill its obligations under these Terms, if the failure is due to circumstances beyond the party's control and which the party could not or should not have foreseen, or reasonably have taken into account at the time entering into these Terms, including but not limited to wars, civil wars, fires, floods, disruptions in public communications, disruptions in the general energy supply or similar circumstances.

20.2 If a party wishes to invoke a circumstance according to the preceding paragraph, that party shall immediately notify the other party when there is a risk that the obligation cannot be fulfilled or delayed. Failure to provide such notice on time results in liability for the damage that could have been avoided if timely notice was provided.

21 AMENDMENTS AND ADDENDUMS

21.1 Xenit has the right to amend and add to these Terms. In the event of changes to the Terms, an updated version of the Terms will be published on Xenit's website and communicated to Customer, for example, by mail. Changes will take effect thirty (30) days after Xenit has

informed Customer of the changes. However, Customer-specific changes and additions to these Terms cannot be changed by Xenit without Customer's written approval, and Customer-specific terms will therefore continue to apply after the Terms are updated in accordance with this Section 21.1.

21.2 Customer-specific amendments to these Terms are binding only if they are in writing and signed by both parties. Quotation Specifications accepted by Customer that are accepted electronically via e-mail (or otherwise) on an on-going basis during the Term constitute binding agreements between the parties regarding the scope of the Assignment.

22 NOTICES

22.1 All communications or other written communications from one party to the other party shall be transmitted to the contact person(s) designated by such party and communicated to the other party. If no contact person has been communicated to the other party, the party shall send messages or other written communication to the party who signed these Terms or an Agreement on behalf of the other party. Either party has the right to change its contact details through a written message to the other party in the manner described above.

23 APPLICABLE LAW AND DISPUTE RESOLUTION

23.1 These Terms and any Agreement shall be governed by the substantive law of Sweden.

23.2 These Terms were drafted in Swedish and translated to English. The Swedish version of these Terms shall be controlling in all respects and shall prevail in case of any inconsistency between the Swedish and English versions, if any.

23.3 Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Gothenburg. The language to be used in the arbitral proceedings shall be Swedish.

23.4 Arbitration proceedings that take place pursuant to Section 23.2, all information disclosed and all documentation submitted or issued by or on behalf of a party or arbitrators during such proceeding and any decisions and arbitrations made or notified in connection with such proceeding shall be treated as strictly



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confidential and not be used for any purpose other than for the proceeding in question or the execution of such decision or arbitration, nor should it otherwise be disclosed by a party to any third party without the prior written consent of the other party.

23.5 Notwithstanding the provisions of Section 23.2 above, however, the action must be brought before the Swedish General Court in case the disputed value is less than two basic amounts in accordance with lag (1962:382) om allmän försäkring (the Act on public insurance).

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These terms of service were developed by Xenit AB on 5 May 2018