

Appendix 1 – Rillion General terms and Conditions

1. Definitions

Capitalized terms used in the Agreement shall have the following meaning:

“**Access Point**” means the secure password protected site hosted by Rillion AB where Customer receives Rillion.

“**Agreement**” means the Software Subscription Agreement for Rillion entered by and between the Parties.

“**Confidential Information**” means any information in any form, e.g. technical information, financial information or business information, that is of a confidential nature, whether stated to be confidential or not, that a Party receives or gets access to (orally, in writing or in any other form) in connection with this Agreement.

“**Customer Data**” means Data uploaded to, transferred through or processed on Rillion by Customer’s Users.

“**Customer**” means entity who has entered into the Agreement with Supplier.

“**Data**” means information, e.g. text, diagrams, images and other data, including meta data (e.g. log files), which are embodied in any electronic magnetic, optical or tangible media.

“**Defect**” means a deviation from the Functional Description that is not caused by any of the circumstances specified in Clause

“**Fees**” means any fees to be paid by Customer under the Agreement.

“**Functional Description**” means the detailed description of all software products available for order, as updated by Supplier over time and described in any applicable Release Notes, which is made available at Rillion AB’s Customer Portal.

“**Initial Term**” means the initial contract period set forth on the first page of the Agreement.

“**Intellectual Property Rights**” means all intellectual property rights existing anywhere in the world such as copyright, database rights, design rights, patents, trademarks, service marks and trade names.

“**Order**” means an order of delivery under the Agreement, initially specified in “Appendix 3 – Order and Fees”, and for future additional Orders using the Software Order Form for Rillion or a written Order or signing of an estimate or a SoW for Professional Services.

“**Rillion Software Data**” means Data relating to Rillion AB’s business, the Services or Rillion Software systems.

“**Rillion**” means Rillion AB’s proprietary software as a service (SaaS), i.e., the software products ordered by Customer and provided by Supplier over the Internet, including the underlying technical platform used by Supplier from time to time.

“**Rillion Systems**” means Rillion AB’s IT system(s), including all relevant software, hardware, firmware, database files as well as any documentation, used to produce and/or otherwise provided in respect of the Services or otherwise pursuant to this Agreement or any Order.

“**Party**” and “**Parties**” means Supplier and Customer, individually and jointly.

“**Problem**” means a defect caused by circumstances according to Clause [14.5](#).

“**Professional Services**” means separately ordered services, e.g. implementation services, training or exit assistance, to be provided by Supplier on time and materials basis, subject to the applicable Order.

“**Release Note**” means a technical and functional description of an Upgrade of Rillion.

“**Renewal Term(s)**” means successive renewal terms as described in Clause [11.1.1](#).

“**Service Credits**” means the credits that Customer is entitled to claim in case of deviations from the Service Levels in “Appendix 2 – Service Description”.

“**Service Description**” means the service description in “Appendix 2 – Service Description”.

“**Subscription Fees**” means the annual fee for Rillion.

“**Service Levels**” means the agreed service levels for Rillion and the Support set out in the Service Description.

“**Services**” means Rillion, the Support and any ordered Professional Services.

“**Statement of Work**” or “**SOW**” means an agreed document detailing Professional Services and conditions relating to such Services.

“**Subscription Start Month**” means the month when Rillion will be available for Customer and the Subscription Fees for Rillion will be invoiced.

“**Supplier**” means Customer’s contracting party, Rillion AB or a Rillion AB accredited partner acting as a reseller of Rillion.

“**Support**” means the support service provided by Supplier in relation to as specified in “Appendix 2 – Service Description”.

“**Term**” means the Initial Term and any Renewal Terms collectively.

“**Upgrade**” means new releases of Rillion providing enhanced functionality and/or amendments or adjustments of Rillion.

“**User**” means each person designated by Customer as an authorized user to access and use Rillion on Customer’s behalf.

2. Rillion, Support, Service Levels and Security

2.1 Provision of Rillion

2.1.1 Supplier undertakes to make Rillion available to Customer at the Access Point as from the Subscription Start Month and for the duration of the Agreement. Rillion is described in “Appendix 2 - Service Description”. Supplier’s implementation of Rillion for Customer is ordered by Customer as Professional Services.

2.1.2 Rillion includes the software products specified in the Order(s) made under the Agreement, and their underlying technical platform. Rillion AB continuously updates and upgrades Rillion with new functionality and possible fixes. The functionality in Rillion, from time to time, is reflected in the Function Description and as well as in the associated Release Notes, available in Rillion AB’s customer portal.

2.1.3 Customer may use Rillion for the benefit of Customer and its customers in accordance with the ordered volume, the following shall apply.

- (a) the legal relationship shall always be deemed to be only between Customer and Supplier; and
- (b) Customer is liable for all acts and/or omissions contrary to the provisions of the Agreement by any of Customer’s users against Supplier as if they had been acts and/or omissions by Customer.

2.2 Provision of Support

2.2.1 Supplier undertakes to deliver Support in accordance with the “Appendix 2 - Service Description” as from when the Customer goes into full production with Rillion.

2.2.2 Supplier will, as part of the Support, use all reasonable efforts, and shall be entitled to, maintain, bug fix and provide Upgrades of Rillion and to remedy Defects in Rillion.

2.3 Service Levels

2.3.1 Supplier undertakes to deliver Rillion and the Support according to the Service Levels set out in “Appendix 2 - Service Description”.

2.3.2 Supplier implements necessary measurement and monitoring tools and procedures required to measure the Service Levels performance and shall report Service Level performance upon Customer’s request.

2.3.3 In case of deviations from the Service Levels, Customer is entitled to claim Service Credits as set out in “Appendix 2 - Service Description”.

2.4 Security

2.4.1 Rillion shall comply with the security measures and standards described in “Appendix 2 - Service Description” and in the applicable terms for Microsoft Azure platform.

3. Professional Services

3.1 Customer may request Professional Services to be delivered by Supplier under an Order. Supplier shall reply to such requests without unreasonable delay with a high-level description of the service scope, a price estimate and any conditions regulating the relevant Professional Service.

3.2 Supplier undertakes to deliver to Customer the Professional Services specified in an Order professionally and timely and subject to the terms and conditions set out therein and in any agreed Statement of Work.

3.3 If a delay in Supplier’s delivery has been caused by circumstances relating to Customer, Supplier shall be entitled to postpone its obligations with a reasonable time, corresponding to the delay and to invoice any additional work performed by Supplier, or for idling resources that could not be reallocated, due to such delay caused by Customer, on a time and material basis.

3.4 In the event Customer should find that Supplier has not delivered Professional Services as agreed, Customer shall promptly, and not later than ten (10) Business Days of becoming aware thereof, notify Supplier of such deviations and grant Supplier opportunity to verify such deviations. Supplier shall, at no additional charge to Customer, make reasonable efforts to remedy such deviations as soon as possible. If Supplier should not remedy the deviation, Customer shall be entitled to reasonable price deduction that is proportionate to the deviation.

3.5 In addition to any special undertakings agreed in the Order and SOW, the Parties acknowledge that a close co-operation is an essential prerequisite for the successful performance of the Professional Services

- by Supplier. Each Party shall keep the other Party constantly informed of all circumstances and conditions in its sphere of operations which may affect the Professional Services.
- 3.6 Customer shall be responsible for providing the necessary resources, personnel as well as technical or other, at the appropriate time, necessary for Supplier to deliver the Professional Services according to agreed plan. This shall also include Customer's responsibility of any additional services that needs to be in place such as work done by Customer's ERP-consultant or other consultants or deliveries for which the responsibility lays with Customer.
- 4. Third party products, Operations and Services**
- 4.1 Microsoft Azure platform is underlying Supplier's software applications and thus forms part of Rillion. Potentially, also other off-the-shelf third-party software and/or services may be provided by Supplier as part of the Services, e.g. software or services used for data capture.
- 4.2 Third party products provided by Supplier as part of the Services (besides the Microsoft Azure platform) are listed in the applicable Order.
- 5. General customer obligations**
- 5.1 Access and use of Rillion requires Customer to be connected to the Internet and have access to the technical equipment described in the "Appendix 2 - Service Description" and in applicable Release Notes.
- 5.2 Customer is responsible for all software and equipment within Customers internal IT, web browsers, firewalls etc., and that such equipment is configured to allow traffic to Rillion domains and able to receive e-mail.
- 5.3 Customer agrees to use Rillion for its intended purposes and shall not use Rillion for any unlawful purpose or purpose that could create damage for Supplier or any third party. Customer shall ensure that all Data transferred using Rillion complies with all applicable laws and regulations.
- 6. Fees, Invoicing, Payment terms, etc.**
- 6.1 Subscription Fees and Fees for Professional Services**
- 6.1.1 The Subscription Fees for Rillion are set out in "Appendix 3 – Order and Fees" and the applicable Order.
- 6.1.2 The Fees for Professional Services (hourly or daily rates) are set out in "Appendix 3 - Fees" or in applicable Order.
- 6.1.3 All Fees are quoted exclusive of value added tax (VAT) and any other applicable taxes and/or duties.
- 6.1.4 Supplier has the right to increase the Fees by three percent (3%) after the Initial Term and for future Renewal Terms. Supplier shall also have the right to adjust the Fees and the "Appendix 3 - Fees" for any Renewal Term upon four (4) month prior written notice to Customer.
- 6.1.5 Remuneration for travel time and expenses
- 6.1.6 Supplier shall be entitled to charge for travel time at 0.5 of the applicable hourly rates and for documented costs for travel, accommodation and subsistence expenses, where travel is pre-approved by Customer.
- 6.2 Invoicing**
- 6.2.1 The recurring Subscription Fees for Rillion and Support shall be invoiced by Supplier annually in advance. Any other Fee to be paid by Customer are regulated in "Appendix 3 – Orders and Fees" or in the applicable Order.
- 6.2.2 The Subscription Fee for Rillion are invoiced from the Subscription Start Month and as described in Appendix 3.
- 6.2.3 Fees for Professional Services and expenses shall be invoiced by Supplier monthly in arrears.
- 6.2.4 Each invoice shall be due and payable net thirty (30) days from the date of the invoice. Each invoice shall show such details as reasonably specified by Customer.
- 6.2.5 For any overdue payments, Supplier is entitled to charge default interest set out in law.
- 6.3 Disputed invoices**
- 6.3.1 If Customer in good faith disputes an invoice within ten (10) days from the date of its issue, Customer may withhold the disputed amount. Any undisputed amount shall be paid. Customer shall notify Supplier of any disputed invoices without undue delay, including the reasons for disputing the invoice.

6.3.2 If the dispute cannot be resolved between the Parties within thirty (30) days from Customer's notice as per above, either Party may initiate dispute resolution arbitration in accordance with the Agreement.

7. Changes to Rillion and Contract change Procedures

7.1 Rillion AB may change Rillion,

(a) Without prior notification to Customer, if the change reasonably does not cause Customer more than minor inconvenience; and

(b) Subject to a Release Note provided at Rillion AB's Customer Portal prior to the effective date of the change.

7.2 Contract changes shall be handled as follows. If a Party wishes to make any change to the Agreement or an Order, such Party shall submit details of the requested change to the other Party in writing.

7.3 Upon approval, the Parties shall take the necessary actions to implement the change. No change may be implemented without a written confirmation signed by authorized representatives of each Party.

8. Audit rights

8.1 Customer shall have the right to perform audits of Supplier to verify compliance with the Agreement and applicable Orders once per calendar year, subject to any restrictions in third party terms.

8.2 Supplier shall upon reasonable notice, provide Customer's personnel or its hired consultants, its internal or external auditors, access to personnel and relevant data needed to perform such audits.

8.3 If Customer chooses to use an external auditor for the performance of the audit, Customer shall select an external auditor that is not reasonably deemed a competitor to Supplier.

8.4 Any information and access to be provided to third parties shall be subject to their execution of an appropriate non-disclosure agreement, and Customer's auditors and other representatives shall comply with Supplier's reasonable security requirements and generally applicable policies.

8.5 Customer shall bear the costs for an audit and Supplier's work in connection with an audit will be charged on a time and material basis.

9. Intellectual Property Rights

9.1 Nothing in the Agreement or any Order shall be interpreted as an express or implied assignment or transfer of any Intellectual Property Rights.

9.2 Rillion AB shall retain all right, title and interest to all Intellectual Property Rights with respect to the software products provided as part of Rillion and/or developed in the course of the Services, including any customer specific adaptations, Rillion Software Data and Rillion Software Systems, including but not limited to, any derivatives, developments or modifications thereof.

9.3 Customer shall notify Supplier upon becoming aware of any alleged infringements of Rillion AB's Intellectual Property Rights, and Supplier warrants to Customer that the Services or any part thereof does not infringe on existing patents or other Intellectual Property Rights belonging to a third party.

10. Ownership of and right to use Data

10.1 Customer Data shall be and remain the exclusive property of Customer (or a third party). Supplier stores and makes all Customer Data available for the Customer generated in Rillion by the Customer during the Initial Term, including Renewal Terms. Upon termination of the agreement, Customer Data is handled in accordance with the alternatives under section 11.3.

10.2 Supplier may use the data solely for the purpose of providing its Services, unless otherwise agreed in writing.

10.3 Customer agrees that Supplier may collect, use and disclose quantitative data derived from the use of Rillion for industry analysis, benchmarking, analytics, and other business purposes. Any shared information is depersonalized.

11. Term, termination, and effects of termination

11.1 Term and Renewal Terms

11.1.1 The Agreement is valid for the Initial Term stated on the first page of the main document of the Agreement. The

Agreement will be automatically renewed for consecutive twelve (12) months Renewal Terms unless terminated in writing by either party not less than three (3) months prior to the end of the Initial Term or Renewal Term.

- 11.1.2 Termination of the Agreement will not affect ongoing Orders, as such will terminate in accordance with the terms of such Order unless stipulated otherwise below. Any terms and conditions set out in the Agreement that are applicable to such Order shall however, remain in full force and effect for the duration of the Order.

11.2 Termination for Cause

Either Party may terminate the Agreement or an Order with immediate effect if the other Party

- (a) Materially breaches its obligations under the Agreement or the applicable Order and the breaching Party does not remedy the breach within thirty (30) days of written notice from the non-breaching Party of such breach; or
- (b) Becomes bankrupt, ceases payments, goes into liquidation, applies for restructuring, or may otherwise reasonably be considered insolvent; or
- (c) Is subject of a force majeure situation, as described in Clause 15, for a period of three (3) months or longer; or
- (d) Is in delay with payments invoiced under the Agreement if the amount exceeds the equivalent of two months' Subscription Fees.

11.3 Effect of Termination

11.3.1 Upon termination of the Agreement

- (a) Customer shall cease using Rillion, and destroy any and all Rillion Software Data held by Customer;
- (b) Upon Customer's request, Supplier shall provide Customer with access to the tool Rillion OffLine, described in "Appendix 2 - Service Description", which allows Customer to export invoices stored in Rillion. Customer may need Professional Services from Supplier in connection therewith;
- (c) Upon Customer's request, and subject to payment of an agreed archiving fee, Rillion AB can provide Customer with access to Rillion Archive, where Customer can access Customer Data; and
- (d) Supplier shall destroy all Customer Data held by Supplier within six (6) months.

- 11.3.2 Customer will compensate Supplier for the Services duly performed up until the date of termination and correspondingly any prepaid part of the Services shall be repaid to Customer to the extent such has not been delivered.

The expiration or termination of the Agreement shall not affect or prejudice any provisions of the Agreement which are, expressly or by implication, provided to continue in effect after such expiration or termination.

12. Suspension of Rillion

- 12.1 Customer acknowledges and accepts that Supplier is entitled to temporarily suspend the provision of Rillion

- (a) If Customer Data, or of any of Customer's User's access to or use of Rillion, causes or imposes a risk for system failure or a security threat to Rillion Software System; or
- (b) If Customer, despite reminder, has overdue payments or withholds payments in contradiction with Clause 6.4.1 or becomes bankrupt, ceases payments, goes into liquidation, applies for restructuring, or may otherwise reasonably be considered insolvent.

13. Confidentiality

- 13.1 Each Party hereby undertakes not to directly or indirectly exploit or reveal to a third party any content or information about this Agreement, an Order or Confidential Information that a Party has received as a result of or pursuant to this Agreement or an Order, unless otherwise agreed by the other Party in writing.

- 13.2 The above confidentiality undertaking does however not apply to

- (a) Disclosure of information due to a court judgment or decision by any authority;
- (b) Disclosure necessitated by applicable laws, stock exchange contract or similar binding rules;
- (c) Information which a Party can prove was in its possession before the Party received it from the other Party;
- (e) Information which a Party has received from a third party which was not subject to any confidentiality undertaking with regard to such information; and
- (f) Information that, at the time of disclosure, is generally available to or

known by the public other than as a result of its disclosure in breach of this Agreement.

14. Limitation of Liability

14.1 The Parties shall compensate each other for any damages caused by material breach of contract, within the limitations set out below.

14.2 Neither Party shall be liable for indirect damages, such as loss of profit or turnover under this Agreement. Further, Supplier's total aggregate liability under this Agreement shall for each contract year be limited to fifty (50) percent of the total Subscription Fees invoiced to Customer during the last twelve (12) months.

14.3 With regard to deviations from Service Levels, the Service Credits set out in "Appendix 2 - Service Description", shall be the remedy in the event of any such deviation. However, the Customer is also entitled to compensation for direct damage in accordance with clauses 14.2 and 14.6.

14.4 The limitations of liability set forth above shall not apply to any liability arising from intent or gross negligence.

14.5 Supplier shall not be liable, i.e. shall not face sanctions, for Problems. A Problem is a Defect or breach of contract (including failure to meet a Service Level) caused as a result of:

- (a) Problems and/or errors in hardware equipment, network components, software or services that lie outside of Supplier's Services, such as disturbance of Customer's access to the Internet or other errors that impede data traffic;
- (b) Customer's use of the Services with equipment, software or accessories other than those prescribed by Supplier in a manner that affects the working of the Services, or alterations or internal adjustment by Customer not in accordance with Supplier's instructions;
- (c) Customer having provided erroneous, incomplete, corrupt or inadequate Data to Supplier or into Rillion ;
- (d) A virus attack (by which is meant the phenomenon initiated by third parties in order to create load, modify, destroy or threaten to destroy data or programs), provided that Supplier has taken adequate protective measures against viruses and used such protection software; or
- (e) Negligence on the part of Customer, his staff or a third party.

14.6 Claims under the Agreement must be made within three (3) months from a Party's becoming aware of a damage, and always within six (6) months from the occurrence of the damage.

15. Force majeure

If a Party is prevented from fulfilling its obligations under the Agreement due to a circumstance beyond that Party's control, such as acts of war, natural disasters, labour disputes, accidents, or similar events ("Force Majeure"), then this shall constitute a ground for release resulting in an extension of the deadline for performance and release from liability for damages and other sanctions while such circumstances persist.

16. Processing of Personal Data

In the performance of the Agreement, Supplier will process personal data on behalf of Customer, as data processor. The Parties have entered into a data processing agreement to regulate such processing, forming part of the Agreement as "Appendix 4 – Data Processing Agreement".

17. Independent Parties

17.1 The Parties are independent, and nothing in the Agreement shall be construed to appoint either Party as an agent, partner, joint venture or representative of the other Party or to grant to either Party any right to bind the other Party in any way.

18. Assignment and Subcontracting

18.1 Neither the Agreement nor any Order may be assigned by Customer without the prior written consent of Rillion AB. Supplier shall be entitled to assign the Agreement and/or any Order to, Rillion AB, if applicable, and its rights, interests and obligations hereunder to another party in connection with a merger or acquisition.

18.2 Rillion Software may use subcontractors for the performance of its obligations under the Agreement. Supplier is fully responsible and liable for all acts of its subcontractors and shall cause each of its subcontractors to comply with all applicable obligations, terms and conditions of the Agreement.

19. Notices

19.1 Any notice required or permitted to be given by either Party under the Agreement or an Order, shall be in writing and may be delivered by hand or courier sent by registered post or sent by e-mail. A notice shall be deemed to have been received

- (a) At the time of delivery, if delivered by hand, registered post or courier; or
- (b) At the time of receipt by the sender of an automatic confirmation generated by the computer from which the notice was sent, indicating that the notice was sent in its entirety to the recipient's e-mail address, if delivered by e-mail.

19.2 Any notices shall be sent to the contact details specified in the Agreement or the applicable Order.

20. Entire Agreement

The Agreement, along with any Order under it, constitutes the entire agreement of the Parties, and supersedes and extinguishes any and all representations, warranties and agreements between the Parties relating to its subject matter, except where an express reference is made thereto.

21. Governing law and Dispute resolution

21.1 The Agreement and each Order shall be governed by the substantive laws of Sweden.

21.2 Any dispute, controversy or claim arising out of or in connection with this Agreement or an Order, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English unless otherwise agreed.

21.3 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential in accordance with Clause [13](#). This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights in connection with the dispute.