General Terms
MediusGO

§ 1 General and definitions

These general terms apply from September 10, 2021 and govern Customer's subscription and use of MediusGo AB's ("Provider ") service MediusGo and thereto related services for operation and implementation of the Service. The General Terms form part of an agreement between the Customer and provider or between the Customer or an provider authorized reseller. In case of conflict between the main agreement and its appendices, including these general terms, the main agreement shall prevail over the appendices. "The Agreement" means the main agreement entered into by the Parties together with all appendices. "The Service" means the service MediusGo which is provided as a Software as a Service (SaaS) by provider. "The Supplier" refers to the party that has entered into an Agreement with the Customer for the Service, i.e. provider or Reseller. "The Customer" refers to the party who, according to the Agreement with provider or the Reseller, is granted a right to use the Service. "The Parties" refers to the Customer and the Customer's counterparty in the Agreement relating to the Service. "Downtime" refers to errors that stop the function for all users of the Service.

§ 2 Supplier's obligation

The Supplier shall provide the Service to the Customer with an annual availability of at least 99 per cent. The measurement period is weekdays between 08.00 and 17.00. The downtime is calculated from when the failure was reported by Customer to provider. Provider may take the Service down for maintenance, updates and upgrades of software or hardware for four (4) days a year, so-called "*Planned Service Windows*", provided that the Customer is informed of this at least two weeks in advance.

Time when access to the Service is prevented due to Planned Service Windows shall not be taken into account when calculating the availability. The Supplier's liability for breach of availability is for each calendar year limited to an amount corresponding to one (1) month's subscription fee for the Service for the calendar year during which the Supplier failed to meet the availability.

The Supplier offers the Customer support as described in the Provider support definition. Customer's data is secured through daily data backup at night. Upon termination of the Agreement, the Customer may within three (3) months after termination, request to receive the Customer's data as a simplified database file with associated invoice images at Customer's cost. Upgrades of the Service will take place during pre-announced service windows. New versions of MediusGo are continuously being developed. Updates of the operating environment is made continuously and such updates may entail both new functionality and changes to existing functionality.

§ 3 Exemptions from the Supplier's obligations

The Supplier is not liable for defects caused by Customer's use of the Service, or by the Customer's changes to or interference with the Service, Customer's internal IT environment (both hardware and software), Customer communication links, other equipment or software, or Customer's use thereof contrary to the Supplier's or provider's instructions or user documentation, or for defects caused by Customer's , its employees' or third party's negligence, or other circumstances beyond the Supplier's control.
Customer requests related to situations described in the customer documentation (like crib sheets, user documentation or other written material), described by the Supplier during training or requests that otherwise relate to situations beyond the Supplier's support obligation, will be charged according to the fees for consulting services set out in the from time to time applicable price list. The Customer agrees that provider may invoice the Customer such consulting services fees directly even if the Customer entered into the Agreement with a Reseller, however only if provider and the applicable Reseller agree that provider shall invoice the Customer directly.

§ 4 Customer's obligations

Customer shall; (1) designate individuals responsible for the systems and provide the necessary resources to secure the agreed implementation time plan, (2) ensure that the version of the Customer's ERP system meet the Supplier's or provider 's requirements (normally at least current version or previous), (3) ensure that required resources are provided to secure new versions of the Customer's business system and (4) order any integration services/parameterization/additional modules to the ERP system directly from the ERP supplier in accordance with the project plan.

The Customer shall appoint a contact person that is qualified to assist in the troubleshooting process in order to facilitate the support of the Service. Only the Customer's designated contact persons are entitled to provide a support request to the Supplier. When providing a support request, the Customer shall describe the issue and, if necessary, show how the issue is manifested. At the Supplier's request, the representative of the Customer shall be available and assist during the support resolution process.

Remote Access

All time periods and costs referred to in this Agreement are based on the assumption that remotely access to the Customer's environment can be established. Remote access shall be based on software that does not require the Customer's employees to perform manual activation or comparable measures to open remote access connectivity. Tentatively, Microsoft VPN and RDP or equivalent shall apply.

§ 5 Delivery Acceptance

"Delivery Acceptance" refers to completed and verified implementation of the Service. After completion, Customer shall review and test the delivery during a period of seven (7) working days. Any objections to the delivery must be submitted to the Supplier in writing during this period and failure to do so will be deemed to constitute Customer's acceptance. Deviations which are insignificant for the use of the Service shall not affect acceptance and the Service shall hence be deemed accepted even with the existence of such insignificant deviations. The Service shall also be deemed accepted if Customer will use the Service after the expiry of the review and testing period.

§ 6 Fees and payments

The fees are specified in the Agreement. Payment terms are thirty (30) days after invoice date. All fees and prices stated in this Agreement are exclusive of value added taxes and other similar taxes and expenses. The Supplier is entitled to compensation for travel and accommodation costs. The Supplier reserves the right to adjust the prices upon each renewal term of the Agreement. In the event of late payment, the Supplier may charge interest in accordance with applicable law. If the Customer has not paid any amounts due ten days after the invoice due date, the Supplier shall in addition to late payment interest, be entitled to terminate the Agreement with immediate effect or discontinue the performance of the Services until payment for all due amounts is received in full. Unless the parties have agreed otherwise in writing, the Customer is obliged to pay for the Service from the start date of the Agreement. The start date of the Agreement is determined on the basis that time is needed for the implementation and configuration of the Service to enable for Customer to for example register customers, suppliers, account plans, authorization and attestation rights in the Service. If the Customer exceeds the agreed invoice volume, the Customer must upgrade its volume to the next volume level for the remaining term of the Agreement according to prices set out in the price list applicable at the time of the upgrade multiplied by 1.1.

§ 7 Security and confidentiality

The Supplier shall, to the extent possible, comply with the Customer's safety requirements. If these requirements would increase the costs of the Supplier, the Customer shall reimburse Supplier with an amount corresponding to the increased cost. Each Party undertakes to keep confidential and not to reveal to third parties any information that a Party has received from the other Party, which is considered as the party's trade secret or confidential information. The Parties must ensure that their employees do not unlawfully disclose confidential information to third parties. The confidentiality obligation does not apply to information that a Party can show has become known to that Party in any other way than through this Agreement or is generally known. The confidentiality obligation will continue also after termination of this Agreement. Upon termination of this Agreement, a Party shall return all documents received from the other Party that constitutes a trade secret or is of a confidential nature.

§ 8 Copyright and intellectual property rights

Ascendo owns the copyright to the software that is provided through the Service. The Customer must not in any way reproduce or modify the Service. The Customer may not engage in, attempt to access, reverse engineer or otherwise access the source code of the Service. Customer represents that neither Customer nor any user of the Service will use the Service in breach of this Agreement or any applicable copyright laws and regulations. If the Customer is in breach of this section, the Supplier has the right to immediately terminate this Agreement and to take all legal measures available in order to protect Supplier's rights and interests.

§ 9 Limitation of Liability

Supplier's liability is limited to the Supplier's obligations under § 2 above and unless otherwise follows by § 2, the Supplier shall not be liable for errors or defects in the Service. In addition, the Supplier is not liable for damage or loss (whether direct or indirect) related to the use of the Service or the fact that the Service could not be used. Liability for lost profits or revenues, loss due to contracts with third parties or other indirect damages or losses are excluded from Supplier's liability. The Supplier is responsible for direct damages only if the Supplier has acted negligently. Supplier's liability is limited to an amount equivalent to 12 months' subscription fee for the applicable Customer. Any

claim must be noticed by the Customer to the Supplier in writing within reasonable time and in any event no later than thirty (30) days after the Customer found out or should have found out about the circumstance constituting the claim.

§ 10   Privacy

As part of the performance of the Supplier's obligations under this Agreement, the Supplier may process data, which directly or indirectly relates to a physical person (personal data) of Customer. To the extent the Supplier will process personal data on Customer's behalf, Supplier will be considered a data processor and Customer will be considered the data controller and all personal data will be processed in accordance with the Data Processing Addendum available at https://www.mediusgo.com/villkor/data-processing-addendum which forms an integral part of this Agreement. The Supplier shall be entitled to compensation in order to comply with the Customer's written instructions. Customer shall ensure that the personal data that Customer provide or disclose to the Supplier has been obtained fairly and lawfully and that Customer will obtain all necessary approvals from persons whose personal data is being processed and registrations with authorities (as applicable) to permit Customer to transfer the personal data to the Supplier. The Customer may not, without the Supplier's written consent, provide to the Supplier access to sensitive personal data.

11 §   Assignment and sub-contractors

The Supplier may use sub-contractors for the fulfillment of this Agreement. The Supplier has the right to assign or pledge all its rights and obligations under this Agreement. The Customer may, with the Supplier's written consent, assign its rights and obligations under this Agreement to an affiliate.

§ 12   Force majeure

A Party is exempted from liability if and to the extent it is prevented from performing its obligations due to circumstances that are outside the Party's reasonable control, including but not limited to, fire, flood, other natural disasters, war, labor strike, interruption of transit, terrorist acts, accidents, civil commotion and other events outside the Party's reasonable control. As soon as such circumstances have ceased, the Party relieved of its obligations shall be obliged to resume its undertakings under this Agreement. A Party shall promptly notify the other Party in writing in order to be released under this provision.

§ 13   Premature termination

Each party has the right to immediately terminate the Agreement if the other party is in material breach of its obligations under this Agreement and not within 30 days after a written request received from the other Party has taken corrective action, or if the other party is declared bankrupt, commences composition negotiations, is subject to reorganization or is otherwise insolvent.

§14   Applicable law and disputes

Swedish law, without regards to its principles of conflict of law, shall apply for this Agreement. The Parties agree to, in accordance with the best of their abilities, put all efforts forward to resolve any possible disputes through deliberations. Neither Party shall take legal actions before first having invited the other Party to deliberate regarding the matter at hand. If the Parties cannot reach an agreement, the dispute, controversy or claim arising out of or in connection with this Agreement, 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, Sweden. The language to be used in the arbitral proceedings shall be Swedish.