

Appendix 2 - GENERAL TERMS - SaaS

1. Introduction

These general terms are an appendix to and an integral part of the Service Agreement (the "**Agreement**") entered into between TeamEngine Software Ltd ("**TeamEngine**") and the Customer.

2. Service

The service is provided as a "Software as a Service", in short "SaaS", provided online via a website of TeamEngine (the "**Service**"). The Customer is hereby granted a non-exclusive, non-transferable right to use and access the Service within their business operations, upon payment of the fees, and in accordance with the terms of this Agreement.

3. Upgrades and support

TeamEngine continuously develops and improves the Service. The Customer will receive access to these upgrades of the Service, during the term of the Agreement, free of charge. TeamEngine will inform the Customer of any upcoming upgrades. TeamEngine will provide support to the administrative representative appointed by Customer.

4. Usage

The Customer is not allowed to copy or decompile any part of the software provided as part of the Service. The Customer undertakes to comply with TeamEngine's user terms for the Service. The Customer is responsible for maintaining control over content handled and relayed under the Service, in order to prevent the spreading of such information in compliance with all applicable laws, rules and regulations.

5. Third-party applications

As part of the Service and to a limited extent TeamEngine include third-party applications and software, in whole or in part (the "**Third-Party Applications**"). Third-Party Applications may only be used in accordance with the respective product supplier's terms and conditions, if referred to by TeamEngine. In turn TeamEngine is liable for defects, errors or infringements in the Third-Party Applications. In any contacts with the supplier, the Customer shall refer to TeamEngine.

6. Fees and payment terms

Fixed fees are invoiced annually in advance, in accordance with the prevailing price list (the "**Price List**"). Variable fees are invoiced by TeamEngine in arrears, in

accordance with the prevailing Price List. Team Engine reserves the right to update and amend the Price List from time to time. Fees are exclusive of VAT and invoicing charges. Invoices are payable within 30 days from the date of invoice. Interest will be charged on the amount outstanding after the due date, in accordance with Swedish law.

7. Data security

The Service is provided and operated with technical and organizational measures and back-up solutions. Information on TeamEngine's data security measures is available on TeamEngine's website:
<https://www.teamengine.com/en/support.html>.

8. Liability for defects

TeamEngine shall, at no additional charge, attempt to correct any defects or errors in the Service, as soon as feasible. The Customer shall notify TeamEngine about any defect or error, and specify the nature of such defect or error. If such defect or error materially affects the operation of the Service, the Customer is entitled to a reasonable reduction of fees for the period from notification of the error up until it has been corrected.

Subject to the above, TeamEngine is not liable to the Customer under this Agreement for:

- a) defects or errors that do not affect the intended use or purpose of the Service and which are only of minor inconvenience to the Customer;
- b) defects or errors which are caused by the Customer's use of the Service by means of equipment, or applications, not advised by TeamEngine in a way that affects the Service's functionality, or by insufficient or inaccurate system requirements;
- c) defects or errors caused by the Customer's modification or interference with the software or Service in breach of instructions given by TeamEngine; and/or
- d) defects or errors caused by the Customer's use of the Service in breach of the user terms, the Customer's or a third party's negligence or any other circumstances beyond the control of TeamEngine.

9. Confidentiality

Team Engine undertakes not to disclose, to any third party, any information processed or stored by the Customer when using the Service. The Customer acknowledges that TeamEngine may be required by law to disclose information to an authorised law enforcement or

regulatory body to the extent required to fulfil legal obligations.

10. Customer's data

Data processed via and stored in the Service by the Customer, is the property of the Customer to the extent the Customer already was the rights holder to the property before the Customer processed and stored such data. TeamEngine may not use or share the Customer's data stored in the Service. The Customer is liable for and shall indemnify and hold TeamEngine harmless from any damages arising from claims that the Customer's data infringes any third-party rights or in any other way is in breach of current legislation.

11. Personal data

To the extent personal data is processed as part of the Service, as a principal rule TeamEngine is the processor and the Customer is the controller of such personal data. TeamEngine shall ensure that it processes personal data in accordance with a separate data processing agreement, (See Appendix 3) ("the DPA"). TeamEngine undertakes to only process personal data in accordance with the DPA. Regarding personal data that TeamEngine processes as part of administering a user account, TeamEngine is the Controller and thus undertakes to process such personal data in accordance with applicable laws.

12. Force majeure

In the event a party is prevented from, or delayed in, performing its obligations under the Agreement for reasons beyond the party's control ("**Force Majeure**"), such as war or acts of war or terrorism, the actions or rulings of any governmental or supra-national bodies or authorities, strikes, serious labour disputes or similar occurrences, this party shall be released from its obligation to perform under the Agreement and from any related sanctions for as long as said circumstances prevail.

In order to be released from liability in accordance with the preceding paragraph, a party must immediately notify in writing the other party of the nature and extent of the circumstances. Notwithstanding the foregoing, in the event a party's performance of a certain obligation under this Agreement is delayed for a period exceeding one (1) calendar month due to above-mentioned circumstances, the other party has the right to terminate this Agreement with immediate effect.

13. Limitation of liability

TeamEngine is liable to the Customer in case TeamEngine has caused the Customer damages intentionally or by gross negligence, or if the damage has been caused by infringements of intellectual property in Third-party applications.

Subject to this, in case of negligence, TeamEngine's liability shall be limited according to the following:

- a) TeamEngine shall not be liable to the Customer for indirect or consequential losses or damages, such as loss of profit, loss of production, loss of business, or loss of goodwill; and
- b) TeamEngine's total aggregate liability arising out of or in relation to this Agreement shall under no circumstances exceed the total fees paid by the Customer during the preceding 12-months period.

TeamEngine is not liable for any damages, or the loss of data due to an act or omission by the Customer.

14. Assignment

A party only may assign the rights and obligations under this Agreement with the prior written consent of the other party. Notwithstanding this, TeamEngine may assign its right to receive payments under this Agreement to a third party.

15. Purchase Order Number

If the Customer requires that the invoice is marked with a Purchase Order Number in order to make the payment TeamEngine must be informed about the current Purchase Order Number 60 days before the breaking point of the Agreement. If TeamEngine has not been informed about the current Purchase Order Number at the time of invoicing, TeamEngine has the right to charge an administrative fee of 10% of the invoice value.

16. Consulting services

Ongoing consulting services are charged in accordance with the Price List in agreement with the Customer.

17. Governing law and disputes

This Agreement is governed by Swedish law. The parties shall try to resolve any dispute, controversy or claim arising out of or in connection with this Agreement through negotiation. Any dispute, controversy or claim arising out of or in connection with this Agreement which has not been resolved through negotiations, shall be finally settled in an ordinary court of law, with Stockholm District Court as the first instance.