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General Terms and Conditions for Episerver Managed Services (Valid as of April 15, 2015)

PLEASE READ THROUGH THE FOLLOWING GENERAL TERMS AND CONDITIONS FOR Episerver MANAGED SERVICES BELOW BEFORE CUSTOMER USE SUBSCRIPTION SERVICE(S), SOFTWARE(S), LINKED PAGES, CONTENT, PRODUCTS, ONLINE AND OFFLINE COMPONENTS ("SERVICE(S)") IDENTIFIED IN ONE OR MORE ORDERING DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, MASTER MANAGED SERVICES AGREEMENT(S) ("MMSA") OR ORDER(S) ("ORDERS"). BY ACCEPTING, SIGNING (DIGITALLY OR OTHERWISE), OR IN ANY WAY AFFIRMING THE MSA OR ORDER, OR BY INTERACTING OR IN ANY OTHER WAY USING THE SERVICE(S)) OR ANY COMPONENT OFFERED BY Episerver, CUSTOMER ACCEPTS THE TERMS AND CONDITIONS BELOW, THAT THE AGREEMENT, INCLUDING ALL ORDERS, BECOMES A BINDING OBLIGATION ON THE CUSTOMER AND THAT THE CUSTOMER HAS AGREED THAT THESE TERMS AND CONDITIONS (COLLECTIVELY REFERRED TO AS THE "AGREEMENT"), IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL OTHER PROPOSALS AND PRIOR AGREEMENTS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREIN. In the event of a conflict between the EULA, EUSA and Order(s), the Order(s) shall control. All capitalized terms not defined herein shall have the meanings attributed in the Order(s).

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1. General Definition

1.1   Episerver Software ("Software") means Episerver CMS, Episerver Commerce, Episerver Relate, Episerver CMO, Episerver Composer, Episerver Find, Episerver Connect products, Episerver Add-Ons (exclusively those owned by Episerver), additional modules, any products defined on http://www.Episerver.com, as well as additional packages delivered and owned by Episerver. A Service may be based on Episerver Software, third-party software and/or components, or a custom service provided by Episerver to Customer.

2.   Right to Use the Service

2.1   During the Subscription Term set forth in an Order, Episerver grants to Customer a non-transferable, non-exclusive, worldwide right to permit those individuals authorized by Customer or on Customer's behalf, and who are Customer's employees, Affiliates or Episerver-approved contractors ("Users"), to access and use the Services subject to the terms of the Agreement and any related Software agreements.

2.2   Each Order defines specific usage rights ("Usage Rights") for each Service, and Customer shall at all times ensure that its use does not exceed its Usage Rights, unless the Usage Rights have accompanying overage terms, which include pricing, payment, duties and additional terms ("Overage Terms") should Customer exceed its Usage Rights. Each Service within the MMSA and Order(s) has, including but not limited to, the price of each Service, Usage Rights, Overage Terms (and pricing therein) and the availability level of the Service ("SLA").

2.3   The Services are provided by Episerver from data center facilities to which Users have remote access via the Internet in conjunction with certain online and offline components provided by Episerver hereunder. Customer shall be solely responsible for obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, computers,

computer operating system and web browsers (collectively, "Equipment").
Customer shall ensure that the Equipment complies with all configurations
and specifications set forth in Episerver published documentation.

2.4   Episerver has the right to deny the Order or the Service by the
Customer if an assessment is made that the Customer is not creditworthy or
may abuse the Service.

3.   Restrictions and Representations

3.1   Except as expressly authorized in this Agreement, explicit contract
bound permission given by Episerver, or to the extent expressly permitted by
applicable law, Customer shall not, directly or indirectly: (i) reverse engineer,
decompile, disassemble or otherwise attempt to discover the source code,
object code or underlying structure, ideas or algorithms of the Services,
Software or any software, documentation or data related to or provided by
Episerver as part of the Services but not created or owned by Episerver
("Other Software"); (ii) modify, translate, or create derivative works based on
the Services, Software or Other Software; or copy (except for archival
purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or
encumber rights to the Services, Software or Other Software; (iii) use or
access the Services to build or support, and/or assist a third party in building
or supporting, products or services competitive to Episerver; or (iv) remove
any proprietary notices or labels from the Services, Software or Other
Software. Customer shall use the Services, Software and Other Software only
for its own internal business operations, and not for the operation of a service
bureau or timesharing service. Any violation of this clause shall result in
immediate revocation of any associated Services within the MMSA or
Order(s). Customer may request permission from Episerver to decompile the
specific portions of Software for purposes of fault analysis, integration
planning and other internal business purposes, such permission to be
expressly granted by Episerver in writing and at its sole discretion.

3.2   Customer shall not knowingly or willfully use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with Episerver's provision of the Services. Customer shall be responsible for maintaining the security of the Equipment and Customer's account access passwords. Episerver and Customer agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services. Customer shall be held with joint and several liability for all acts and omissions of its Users.

3.3   Customer represents and warrants that Customer will use the Services only in compliance with Episerver's Fair Use Policies found in applicable EUSA, EULA and/or Section 19 of this Agreement (as may be amended from time to time upon written notice to Customer), and all applicable (i) social networking sites' terms and conditions associated with its procurement and use of any Customer Data; and (ii) laws and regulations, including those related to spamming, privacy, data protection , intellectual property, consumer and child protection, pornography, obscenity or defamation.

3.4   Episerver may immediately suspend Customer's password, account, and access to the Services if (i) Customer fails to make payment due within ten (10) business days after Episerver has provided Customer with notice of such failure; or (ii) Customer violates Section 2.1, 3, 4, or 9 of these terms and conditions. Any suspension by Episerver of the Services under the preceding sentence shall not relieve Customer of its payment obligations under the Agreement.

4.   Ownership and Intellectual Property Rights

4.1   Episerver shall have sole and exclusive ownership of all right, title and interest in and to the Services and Software, documentation, all copies, improvements, and derivative works thereof (regardless of form, access or distribution medium in or on which the original and other copies may exist),

including all copyright, trademark, patent, trade secret, know-how and other intellectual property rights pertaining thereto, subject solely to the limited right and Services expressly granted to Customer herein. Software, owned by Episerver, is protected by Swedish, United States and international copyright and intellectual property legislations. Episerver shall retain all rights to its name and trademarks.

4.2   With regard to Other Software, including but not limited to Applied Software (as defined in Section 10.1) or Third-Party Software, included in Service(s) or Order(s) all mentioned rights in this Section 4 shall be owned by the third party from whom Episerver has acquired the right to use the Other Software, including but not limited to Applied or Third Party software, subject solely to the limited right, service and/or license expressly granted to Customer herein. The structure and code of the Episerver Software are valuable trade secrets of Episerver and remain the sole property of Episerver or, respectively the third party who owns the Other Software, including but not limited to Applied Software or Third Party software.

4.3   The Service(s) and/or Order(s) is not a sale of the Software or any updates or new releases, or any copy thereof. Except for the limited Service(s) granted under this Agreement, the Customer obtains no other rights in or to the Service(s), Software or Other Software. There are no implied licenses or services under this Agreement and Episerver reserves any rights not expressly granted to Customer under this Agreement. This Section 4 shall survive termination of this Agreement.

4.4   Customer owns any data, information or material originated by Customer that Customer submits, collects or provides in the course of using the Services, including but not limited to any data or information stored via, on, and/or through the Service, and information regarding Customer's social networking "connections" "followers" or other contacts activated through use of the Services ("Customer Data"). Episerver has no ownership rights in or to Customer Data. Customer shall be solely responsible for the accuracy, quality, content and legality of Customer Data, the means by which Customer Data is acquired and the transfer of Customer Data outside of the Episerver Services, thus Episerver is consequently not responsible for direct or indirect damages that have arisen as a consequence of the Customer Data

or faults in Customer Data use. Episerver is not liable to damages when such damages arise as any part of an infringement claim against Customer Data. Customer Data shall be deemed to be Customer Confidential Information pursuant to Section 11 below.

5.   Fees, Billing and Payment

5.1   The Customer shall pay Episerver all fees stipulated and set forth in the MMSA and Order(s). All fees are non-cancelable and nonrefundable, except as expressly specified in Section 7.1.1. All fees are exclusive of taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties (excluding taxes based on Episerver's income), even if such amounts are not listed in the MMSA or Order(s). Customer shall pay all fees in the currency as agreed to in the MMSA and Order(s). The Customer agrees to pay Episerver for all additional services, work and costs received. Compensation shall be paid in accordance with Episerver's price list for such services.

5.2   If the Customer is paying by Purchase Order ("PO"), than Customer must inform Episerver by email (finance@Episerver.com ↗ or usfinance@Episerver.com ↗) of the proper PO number, along with the order number, no less than ten (10) business days prior to the due date of the associated invoice. Failure to give Episerver a PO number (or accurate PO number), shall subject the Customer to additional administrative fee(s).

5.3   If the Customer exceeds the Usage Rights for the ordered Service(s), Episerver has the right to immediately charge the Customer, and Customer will pay, in accordance with the Overage Terms within the MMSA or Order(s). Retroactive debiting may also take place.

5.4   When renting hardware, the rental fee in the Order(s) may be adjusted to any rise in the reference interest rate Swedish Consumer Price Index (Konsumentprisindex - KPI). Episerver reserves the right to adjust the

rental price, on a current basis during the term of this Agreement, based on any rise in interest rate level at the respective time for invoicing.

5.5   Price adjustments are referred to in Section 15.1.

5.6   The Customer has a right to take notice of such log files that show the Customer's consumption of Service(s) and other statistics that the charging is based on. Such log files are saved by Episerver for sixty (60) days after the issue date of the invoice.

6.   Term and Termination

6.1   The Agreement shall commence as of the date set forth in the first Order and, unless earlier terminated as set forth below, shall remain in effect through the end of the Subscription Term in any current Order. All sections of the Agreement which by their nature should survive termination will survive, including without limitation, accrued rights to payment, use restrictions and indemnity obligations, confidentiality obligations, warranty disclaimers, and limitations of liability.

6.2   In the event of a material breach by either Party, the non-breaching Party shall have the right to terminate the MMSA or applicable Order(s) for cause if such breach has not been cured within thirty (30) days of written notice from the non-breaching party specifying the breach in detail. If Episerver terminates an MMSA or Order for Customer's material breach, all fees set forth on such MMSA and/or Order(s) are immediately due and payable.

6.3   Upon any termination or expiration of the MMSA or Order(s), Customer's right to access and use the Services covered by that MMSA and/or Order(s) shall terminate, excluding Software license(s) if Customer is still in compliance of the applicable EULA. Notwithstanding the foregoing, at Customer's request if received within thirty (30) days of termination of the

Order, Episerver will permit Customer to access the Services solely to the extent necessary for Customer to retrieve a file of Customer Data then in Episerver's possession. Customer acknowledges and agrees that Episerver has no obligation to retain Customer Data and that Episerver will irretrievably delete and destroy Customer Data after thirty (30) days following the termination of the Agreement.

6.4   If Episerver, by any reason, no longer has the necessary licenses for the Implemented Software or the Applied Software Episerver shall within reasonable time and with reasonable effort provide a substitute for such components. If no such substitute may be found, Episerver may, at its own option, terminate this Agreement and return any fees to the Customer minus any depreciation in the value of such Service(s).

6.5   Premature termination by Episerver. Episerver has the right to immediately terminate the Agreement prematurely if:

6.5.1   the Customer acts in breach of the requirements that are stated in Section 10 and 11 or otherwise has been agreed and the Customer has not, within thirty (30) days after written request thereof, taken corrective measures;

6.5.2   the Customer abuses the resources or without authorization seeks access to Episerver's system, which is not intended for the Customer;

6.5.3   the Customer is delayed with the payment of an overdue fee, and has not within fourteen (14) days after the reminder of request for payment, paid the fee;

6.5.4   the Customer, in any other way, significantly breaches his obligations according to this Agreement and the Customer has not, within thirty (30) days after written request thereof, taken corrective measures;

6.5.5   Customer has been declared bankrupt or otherwise is insolvent.

6.6   Episerver does not have the right to prematurely terminate the Agreement if the Customer's negligence is of minor significance or if Episerver has granted a respite of payment.

6.7　　　　Premature termination by Customer. The Customer has the right to, in writing, terminate the Agreement prematurely if

6.7.1　　　Episerver significantly breaches its obligations in the Agreement and Episerver has not taken corrective measures within thirty (30) days after a written request thereof;

6.7.2　　　Episerver is declared bankrupt or otherwise is insolvent.

7.　Representations, Disclaimer of Warranties, Indemnities, Limitations of Liability

7.1　　　　Episerver Responsibilities

7.1.1　　　Excluding Software (which warranties are governed within the applicable EULA), Episerver warrants that it will use its commercially reasonable efforts to ensure Service(s) will perform substantially in accordance with the documentation supplied by Episerver with the Service(s) and consistent with generally accepted industry standards. Episerver's sole and exclusive obligation for breach of this limited warranty shall be to use its commercially reasonable efforts to remedy or supply a temporary fix, or make an emergency bypass. To the extent Episerver cannot perform its obligations according to the forgoing sentence Episerver maximum liability to Customer per contractual year shall, under all circumstances, shall be an amount corresponding to ninety days (90) fees for the Service(s). This limited warranty shall not be valid if the Service(s) was subjected to abuse, misuse, accident, alteration or unauthorized modification or installation. Other than this limited warranty, the Service(s) and related software is provided AS IS.

7.1.2　　　Episerver does not exercise any control of information or material displayed through Customer's use of Service(s) and Episerver is consequently not responsible for damages that have arisen as a

consequence of the Customer's actions or faults in the Customer's applications. Episerver is not liable to damages when damages arise in connection with an infringement claim in the Customer's use of Service(s).

7.1.3   Episerver handles all information about the Customer as Confidential Information in order to safeguard the integrity of the Customer. However, Episerver can be ordered to hand out data regarding the Customer, via court order, request from the police or other similar authority, or due to governmental legislation.

7.1.4   Episerver undertakes to repair any operational defects that affects Service(s), at its own cost, to the extent that such defect can be repaired. Except as stated in the SLA, Episerver does not give any guarantees or other commitments including but not limited to a) within what time the repair of the defect shall start or b) within what time the defect shall be repaired.

7.1.5   If the Customer has not been able to use the Service(s) due to a defect, the reduction of the monthly fee will apply in accordance with the SLA, which unless otherwise stated, shall be Customer's sole remedy for the subject defec.

7.1.6   Episerver's responsibility does not cover defects due to the Customer's customizations of Episerver's Service(s), Software, Other Software, external service(s), defects in the Customer's equipment, or operation stoppage according to this Section 7, the SLA or defects in the products or services of a third party.

7.1.7   Episerver has the responsibility and right to deny operation of the Service(s) or interrupt supply of the Service(s) if the Customer's installation negatively affect the operating environment of other Episerver customer(s). The negative effects may arise from, but is not limited to, components used for Customer Web Site(s), adjustments of Episerver Software done by or on behalf of Customer, third party products used, services or any equipment not supplied by Episerver.

7.1.8   Episerver has the responsibility for labor and resources required for upgrading Episerver Software that are included in the Service(s) and the

Customer shall not be charged separately for this. However, if an upgrade to a new version of Episerver Software is carried out, the Customer bears the responsibility and costs for carrying out any changes (including but not limited to all customizations, edits, Customer Data, changes and custom development) to the Customers Web Site(s) that are necessary, as well as any additional license(s), Software(s) or Service(s) required for the upgrade.

7.1.9   Episerver has the right to keep a log of the use of the Service(s) to the extent such is allowed according to applicable legislation, and such log shall be treated as Confidential Information.

7.2   Customer Responsibilities

7.2.1   Customer shall report any defects with the Service to Episerver immediately after such defect was discovered.

7.2.2   Customer is responsible that all the information or material that has been transferred or in any other way handled within the Service(s) does not constitute an infringement of the right of a third party or in any other way is in conflict with applicable legislation or Episerver's Publishing Rules. The Customer is fully responsible for all the actions they perform through use of the Service(s). The Customer shall hold Episerver free from loss for any demands directed at Episerver by a third party as a consequence of the information that the Customer is responsible for. This continues to apply even if Episerver has terminated the Agreement with the Customer due to a breach of this provision.

7.2.3   Before Service(s) is provided, the Customer may be required to purchase licenses and agree to the license agreement(s) related to Episerver's Software that the Service(s) may demand. The Customer may be required to accept additional Episerver service agreement(s) that the Service(s) may demand. The Customer shall hold and accept the required license agreement(s) and/or service agreement(s) for all Episerver's Software that may be part of the Service(s). Episerver may further require, in order to provide the Service(s), the Customer to purchase and hold a valid Software Subscription for Episerver Software used in the Service(s).

7.2.4   Before Service(s) is provided, the Customer must purchase licenses and approve of the license agreement concerning all non-Episerver's software, components, services and code (including but not limited to third party software, components, services, code and/or other licenses) that the Customer requires to use with the Service(s) not included within the MMSA or Order(s). The Customer shall hold the required license agreements for all other, third-party or otherwise, software, components, services, and code that are part of the Service(s). The Customer is responsible for that such license agreements allow a third party to carry out operations of the software in question, and that Customer and Episerver's Service to Customer are not in breach of such license or service agreements nor infringing on intellectual property rights of a third party. In such case where other, third party or otherwise, products, software, components, services, code and/or other licenses are to be used on behalf of the Customer in the Service, the Customer shall hold Episerver free from loss for potential infringements in another's right, third party or otherwise, to such software. Excluded from this Section are any service(s) or license(s) specified within the MMSA or Order(s).

7.2.5   Customer owns and is responsible for any data and information Users insert, upload, download, generate, capture, relay or in any way transmit or store, on, through use or as a result of the Service and is consequently assumes liability and any damages that arise as a consequence.

7.2.6   Customer is responsible for the User alterations made in the Service(s) (including the Customer's customizations of Software and/or Service(s)). If, at Customer's request, Episerver carries out support for User alterations of the Service(s), Customer will be invoiced and responsible for payment of such support.

7.2.7   Customer has a duty to upgrade the Customer's version of Software if such version is older than eighteen (18) months calculated as of the day when the new version of Software is made publically available or such version is no longer supported. Episerver has the right to carry out upgrades if Episerver considers that there are circumstances that demand this, such as security breaches, lack of stability or other conditions that could affect the Service(s) or other customers.

7.2.8   Customer is responsible for any equipment that they own (or leased) and that is placed with Episerver. Any equipment that the Customer places with Episerver must be insured by the Customer. The Customer is also responsible for damages to the Customer's equipment, the Customer's adaptation of systems or third party's products or services cause Episerver or other customers.

7.2.9   Customer is responsible for damages that arise if the Customer is affected by hacking caused by Customer's negligence. Customer shall ensure that distributed security measures, including but not limited to passwords, identities, and access privileges both physical and virtual, are used and stored in a safe and secure manner consistent with industry standards.

7.2.10   If Customer sends out Spam, the Service(s) may be turned off immediately. Compensation in accordance with the SLA will not be paid in such case.

7.2.11   Customer may not re-sell the whole or parts of the Service(s) or Software license(s) to a third party without the approval of Episerver.

7.2.12   Customer is responsible for keeping its contact information up to date with Episerver. Any changes shall require written notice given to Episerver.

7.3   No warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, Episerver AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,TITLE, NON-INFRINGEMENT AND QUALITY. Episerver AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, Episerver AND ITS THIRD PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE

SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE; OR (B) THE QUALITY OF THE, SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT NEITHER Episerver NOR ITS THIRD PARTY PROVIDERS CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. Episerver IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY Episerver, THE SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

7.4   Limitation of Liability. NEITHER PARTY SHALL BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE, INACCURACY OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE OR TECHNOLOGY OR LOSS OF BUSINESS, PROFITS OR REVENUE; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND IT'S REASONABLE CONTROL (including, without limitation, acts of God, acts of Government or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce)), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE LESSER OF 50,000 US DOLLARS OR THE FEES PAID BY CUSTOMER IN THE PRECEEDING THREE (3) MONTHS.

7.5   Infringement. Notwithstanding any of the aforementioned Section 7 and except in the event Customer is in material breach of this Agreement, Episerver shall indemnify, defend and hold Customer harmless (including Customer's officers, director, agents, representatives and employees) from: any direct claim, direct liability, direct loss, direct expense or demand, including legal fees and direct costs and including without limitation third-party claims based on infringement caused solely by the Software owned by Episerver. This indemnity requires that Episerver receive notice immediately

of any third-party claims and is in sole control of the defense of such claim, including but not limited to any settlement arrangement.

8. Transfer

8.1   Customer shall not assign or transfer this Agreement without Episerver's prior written consent, which consent may be withheld for any or no reason.

8.2   Episerver has the right to transfer this Agreement to a third party without the Customer's approval. However, at the transfer of the Agreement to a third party, the Customer has the right to terminate the Agreement prematurely with a ninety (90) day notice.

8.3   Either Party may assign all or part of its rights under this Agreement to an affiliate or to any entity that succeeds to or acquires all or substantially all of the business or assets of such Party through merger, consolidation, or acquisition of stock or assets. This Agreement is binding on any permitted assignees or transferees.

9. Additional Terms

9.1   Service Level Agreement ("SLA"). Episerver undertakes to keep the Service available in accordance with the agreed SLA that has been set forth in the Order(s) and/or Service(s). Different Services have different SLAs. Increased SLAs can also be ordered. The availability level for the ordered Service(s) is set forth as a percentage of up time [e.g. 99.0%], times/hours the Service(s) shall be available to access [e.g. All days, 06.00 am - 10.00 pm GMT +1]. The availability shall be calculated per calendar month and shall

amount to at least the set percentage during the times when the Service(s) shall be accessible.

9.2   Episerver Publishing Rules. Material published on the Service(s) must not be conceived as offensive, abusive, radical or in any other way be in conflict with common values or be of pornographic nature. The Customer may not use the Service to carry out unsolicited mass e-mail ("Spam"). A recipient of ordered mass e-mail shall be able to cancel future e-mail. An unsubscribe function must be included in every e-mail. If material in the Service is discovered that is in conflict with United States, Swedish or international law (e.g. United States CAN-SPAM Act of 2003) or Episerver's Publishing Rules, Episerver has the right to immediately turn off the Service until the prohibited material has been removed. Episerver also has the right to terminate the Agreement in accordance with Section 6.5. In case of such termination, the Customer's responsibilities in accordance with Section 7.2.2 remain in force. Compensation according to Section 7.1.1 and SLA is excluded in such case(s).

9.3   Statistical Information. Notwithstanding anything else in the Agreement or otherwise, Episerver may monitor Customer's use of the Services and use Customer Data in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service(s), and may make such information publicly available, provided that such information does not incorporate Customer Data and/or identify Customer's Confidential Information. Episerver retains all intellectual property rights in such information.

9.4   Privacy and Data Protection. Customer shall be knowledgeable about and at all times compliant with all privacy and data protection laws applicable to its location and operations, such as, by way of example, the European Union Data Protection Directive and member state implementations thereof.

9.5   Usage Exceeding Provisioned Hardware. If Customer's use of Service(s) exceeds the hardware provisioned, Episerver may conditionally provision additional hardware for a period of two (2) business days and shall send written notice to Customer. After receiving written notification from

Episerver of exceeding the current hardware provisioned, Customer shall authorize Episerver to provision additional hardware, at cost to Customer, within three (3) business days or Episerver shall be released from any and all SLA(s) obligations.

10. Other Software

10.1   Applied Software. Customer's Service(s) may include software, components, products, and/or code that are considered to be a part of the Service, however constructed by a third party ("Applied Software"). The possible Applied Software(s) distributed with a Service are defined within the Order. In addition to Customer's restriction to not hire out, lease, lend, assign, sublicense, distribute (electronically or otherwise), resell, sell, create any derivative works of, or otherwise transfer all or any portion of the Applied Software to a third party, Episerver is not permitted to give said authorization to a third party with respect to the Applied Software.

10.2   Third-Party Open Software. Customer's Service(s) may include distributions of open source software, components, products, and/or code that are delivered with a Service, which are constructed by a third party ("Third-Party Open Software"). The possible Third-Party Open Software(s) distributed with a Service is defined within the Order. By agreeing to this Agreement the Customer also acknowledges that the license agreements for all Third-Party Open Software distributed with a Service and MIT/BSD licensed components have been made available at http://www.Episerver.com/implemented_software; that the Customer has taken notice of said license agreements; and that the Customer hereby accepts the terms and conditions of these license agreements to be, when applicable, binding to the Customer. As between Episerver and the Customer, Section [TERMINATION] [LIMITED LIABILITY] and [OTHER SOFTWARE] shall also apply with respect to the Implemented Software, unless the license on the specific Implemented Software explicitly states otherwise.

10.3   Acquisition of Non-Episerver products, software and services. Episerver or third parties may make available (for example, through the Add-On Store or otherwise) third-party products or services, including, for example, Non-Episerver applications, components, functionality and other services. Any acquisition by Customer of such Non-Episerver products or services, and any exchange of data between Customer and any Non-Episerver provider, is solely between Customer and the applicable Non-Episerver provider. Episerver does not warrant or support Non-Episerver applications or other Non-Episerver products or services, whether or not they are designated by Episerver as "verified" or otherwise, except as specified in an Order. Further, Episerver assumes no responsibility or liability in any way from Non-Episerver provider(s).

10.4   Non-Episerver Applications and Customer Data. If Customer installs or enables a Non-Episerver application for use with a Service or Order, Customer grants Episerver permission to allow the provider of that Non-Episerver application to access Customer Data as required for the interoperation of that Non-Episerver application with the Service or Order. Episerver is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by a Non-Episerver application(s).

10.5   Integration with Non-Episerver Applications. The Service(s) or Order(s) may contain features designed to interoperate with Non-Episerver applications. To use such features, Customer may be required to obtain access to Non-Episerver applications from their providers, and may be required to grant Episerver access to Customer's account(s) on the Non-Episerver applications. If the provider of a Non-Episerver application ceases to make the Non-Episerver application available for interoperation with the corresponding Service(s) or Order(s) features on reasonable terms, Episerver may cease providing those Service(s), Order(s) or features without entitling Customer to any refund, credit, or other compensation.

11. Confidential Information

11.1   Confidential Information. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's business (hereinafter referred to as "Confidential Information" of the Disclosing Party). Such information includes, without limitation, Customer Data, information related to Customer's login identifiers and credentials for Accounts and the nature and performance of Customer's marketing programs. The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information; and (ii) not to use (except as expressly permitted in Section 10 below) or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to Confidential Information after five years following the termination of the Agreement or any Confidential Information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it by a third party; or (d) was independently developed without use of any Confidential Information of the Disclosing Party; or (e) is required by law. Customer Data will be destroyed as set forth in Section 6.3, and, upon Customer's request, Episerver shall certify to such destruction in writing.

12. Disputes, Venue, Governing Law and Jurisdiction

12.1   General. Governing Law and Jurisdiction depend on where Customer is domiciled. In all cases, this Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

12.2   Alternative Dispute Resolution. The Parties agree that any and all disputes, claims or controversies arising out of or related to this Agreement, including any claims under any statute or regulation ("Disputes"), shall be

submitted first to non-binding mediation. If the Disputes are not resolved through mediation within sixty (60) days, then, upon the election of either party, the Disputes shall be submitted for binding arbitration.

If Customer is Domiciled in:	Governing Law:	Jurisdiction:
United States of America, Canada, Mexico or any country in Central or South America or the Caribbean	New Hampshire and controlling U.S. Federal Law.	Arbitration according to the rules of the American Arbitration Association (the "AAA"). Arbitration shall occur in the State of New Hampshire. English will be the language used. Each of the Parties to this Agreement consents to personal jurisdiction for any equitable or other action sought with respect to claims arising out of Episerver's intellectual property rights in a U.S. District Court in Illinois or any court

12.3   Unresolved Disputes. Any unresolved controversy or claim arising out of or relating to this Agreement, except for any such controversies or claims arising out of Episerver's intellectual property rights for which a provisional remedy or equitable relief is sought, shall be submitted to arbitration in accordance with rules based on the Domicile of the Customer,

indicated below. The arbitration shall take place based on the Domicile of the Customer, indicated above, in accordance with the rules indicated below, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. Each party will bear its own costs with respect to any disputes arising under this Agreement. Each of the Parties to this Agreement consents to personal jurisdiction for any equitable or other action sought in the location indicated above, based on the domicile of the Customer.

13.　Secrecy

13.1　　Parties commit themselves to, not during the term of this Agreement or thereafter without any limitation of time, reveal to any third party such information that a Party has received from the other Party and which is to be considered as the other Party's Confidential Information and business secret. Parties shall also take such required measures to prevent that such business secrets are revealed to third parties by the employees and consultants hired by the Party.

13.2　　Parties commit themselves, without any limitation in time, to not without obligating reasons reveal a) the content of the Agreement or arbitral award following this Agreement or b) information regarding negotiations, arbitral proceedings or mediation following this Agreement.

14.　Force majeure

14.1　　The Parties are released from liability for sanctions due to omission to fulfil a certain obligation according to this Agreement, if the omission is due to circumstances ("relieving circumstance"), which are outside the control of respective party and which prevent the fulfilment of the obligation.

As soon as the obstacle is removed, the obligation shall be fulfilled in the agreed way. As relieving circumstance will be war, action of war, authority's act or omission, newly added or changed legislation, conflict in the labor market, DOS-attacks (Denial Of Service), defect or delay in services provided by sub distributors and therewith equal circumstances.

14.2   If a Party desires an exemption according to Section 14.1, the requesting Party shall, without delay, give such notice to the other Party.

14.3   Notwithstanding the foregoing, the Parties have a right to immediately terminate the Agreement if the fulfilment of a certain obligation is delayed more than two (2) months.

15. Changes of terms and conditions

15.1   The Managed Services General Terms and Conditions are in force until further notice. The Customer will be notified at least ninety (90) days before any significant changes of these terms and conditions as well as any price adjustment comes into force. Episerver has the right to notify such new terms and conditions as well as adjustments to the, by the Customer indicated, contact person's email, fax or in any other way that Episerver finds suitable.

16. Notice

16.1   Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after

sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to the Customer shall be addressed to the relevant billing contact designated by the Customer. All other notices to the Customer shall be addressed to the relevant Services system administrator designated by the Customer.

17.　Third Party Beneficiaries

17.1　　This Agreement is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing herein express or implied shall give or be construed to give any person other than the Parties hereto any legal or equitable rights hereunder.

18.　General provisions

18.1　　The Agreement, including all Order(s), and end-user license or end-user service agreements represent the Parties' entire understanding relating to the Service(s), and supersede any prior or contemporaneous, conflicting or additional communications. The exchange of a fully executed Order by fax or electronic signature shall be sufficient to bind the parties to the Terms and Conditions of the Agreement and such Order. The Agreement may be amended only by written agreement signed by the Parties. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

18.2　　　No joint venture, partnership, employment, or agency relationship exists between Episerver and Customer as a result of the Agreement or use of the Service(s). Customer may not assign the Agreement without the prior written approval of Episerver, such approval not to be unreasonably withheld or delayed, provided that such approval shall not be required in connection with a merger or acquisition of all or substantially all of the assets of the assigning company. Any purported assignment in violation of this Section shall be void.

19.　Episerver Fair Use Policy

19.1　　　General Fair Use Policies

19.1.1　　If the Customer has ordered the Service(s), the Customer agrees to be subject to this Fair Use Policy, which limits use of Service shall not exceed the performance limited defined in the Pricing Terms (which includes Usage Rights). Exceeding this limit, the Customer agrees that Episerver shall have the right to limit the Service in order to bring usage to within this fair use policy, or in extreme cases and/or when multiple infractions occur, terminate Service.

19.1.2　　Customer agrees that under no circumstances, shall Customer share, resell, reuse, or in any way make the Service available to third-parties, except as explicated stated within the Order(s) or Agreement.

19.1.3　　Use of Information. Episerver may use the computer information, error reports, malware reports and URL filtering reports to improve its Software and Services. Episerver may also share it with others, such as hardware and software vendors. Both may use the information to improve how their products and services run with Episerver Software and Services.

19.1.4　　The Customer may not:

19.1.4.1   Use the Products and Services in a way that is prohibited by any law, regulation or governmental order or decree in any relevant jurisdiction, or that violates others' legal rights including without limitation those related to privacy and electronic communications;

19.1.4.2   Use Service in a way that could harm it or impair anyone else's use of it;

19.1.4.3   Use Services to try to gain unauthorized access to any service, data, account or network by any means, including but not limited to falsifying any protocol or header information (e.g., "spoofing");

19.1.4.4   Use the Services to send "spam" (i.e., unsolicited bulk or commercial messages) or otherwise make available any offering designed to violate these terms (e.g., denial of service attacks, etc.);

19.1.4.5   Remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the Service;

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