

General terms & conditions

A – General

1. Definition

Unless the context explicitly suggests otherwise, the following words and expressions shall have the meaning stated below:

”the Agreement” shall mean the Customer Agreement, or any other agreement, referring to and including these Paliscope General Conditions.

”Customer” shall mean the organisation specified as Customer in the Agreement.

”Customer Agreement” shall mean the quote (including its annexes) that references these Paliscope General Conditions and, when duly signed by both Parties, or any established purchasing process, including the issuance and acceptance of a Purchase Order (PO), shall also constitute mutual agreement to the terms and conditions outlined in the PO referring to the quote, effectively become an integral part of the Agreement.

”Cloud Service” shall mean service offered to Customer via Internet and hosted by Paliscope using at least one Paliscope System.

”Date of Delivery” shall mean the date when Paliscope or Partner, at the latest, send the License Object to the Customer.

”Day(s)” shall mean calendar day(s).

”Designated Machine(s)” shall mean one or more computers running the Paliscope System.

”Force Majeure Event” shall mean an event which is caused by an event beyond the reasonable control of a Party; and which could not have been prevented by commercially reasonable precautions, alternative sources, workaround plans, or other means.

”Paliscope General Conditions” shall mean these general conditions.

”Intellectual Property Rights” shall mean all present and future rights, title and interest whatsoever whether legal or beneficial anywhere in the world in the copyright and in any registered designs, unregistered design rights, trade marks (whether or not registered), goodwill, rights or protections equivalent or similar to copyright (including all moral rights), topography rights, patents, database rights, know-how, trade secrets, and other intellectual property rights.

”License” shall mean the specified conditions under which Paliscope has given the Customer the right to use the License Object.

”License Object” shall mean the Software delivered under the Agreement.

”License Term” shall mean the Agreement dates (from – to) specified in the Agreement and any automatic renewal term following the initial term of the License as long as the Agreement has not been terminated.

”Materials” shall mean written and graphical content provided by or through the Cloud Service, including, without limitation, text, photographs, illustrations, and designs, whether provided by Paliscope or any other third party.

”MyPaliscope” shall mean the portal where Product Specifications, tutorials, license management etc. takes place. Only active users have access to the MyPaliscope area.

”Paliscope” shall mean Paliscope AB with registered number 556664-3168.

”Paliscope System” shall mean all software delivered to Customer by Paliscope or Partner.

”Partner(s)” shall mean an, by Paliscope appointed, authorised distributor, authorised agent or authorised reseller of Paliscope System specified in the Agreement.

”Party/Parties” shall mean Customer or Paliscope/Partner by themselves or in conjunction.

”Product Specifications” shall mean the oral and written product specifications presented to the Customer in direct relation to negotiations before entering into the Agreement. These will also be found on MyPaliscope and be updated as new Product versions are being released.

”Regulatory Requirements” shall mean the national and international regulatory approvals, processes, requirements, recommendations and other procedures with which Paliscope and/or the Customer must comply.

”Revision(s)” shall mean releases and versions of the Software that incorporate coding error fixes and/or new functionality.

”SLA” means Paliscope’s Service Level Agreement defining the details of the services provided.

”Software” shall mean the functionality implemented as software in any Paliscope System, including new releases, updates or versions thereof made available by Paliscope under the Agreement; and any complete or partial copies of any of the foregoing.

B – Licensing terms

(Applicable if the customer is licensing software)

2. License

2.1 The License Object belongs to, or is licensed to, Paliscope and Paliscope shall retain on behalf of itself, or the original owner, the right, title and interest to any Intellectual Property Rights. This Agreement does not grant Customer any Intellectual Property Rights in or to the License Object or any of its components.

2.2 The License granted to Customer is a non-exclusive right to use the License Object in accordance with the conditions in the Agreement.

2.3 The Customer may not transfer or sub-license the License Object with exception of transfer as defined in this article. The License may be totally transferred to a subsidiary (with more than fifty (50) percent ownership) if the subsidiary was part of the original license, Paliscope is notified immediately and the new customer accepts the rights and obligations of the Agreement.

2.4 Customer agrees to install the License Object only on Designated Machine(s) located at Customer's facilities and in Customer's direct possession. Customer must be appropriately licensed as stated in End-User License Agreement for any individuals that use the License Object, including employees or agents of affiliates. If Customer receives License Object that replaces previously Licensed Object, its rights under the Agreement with regard to the previously licensed Licensed Object end when it deploys the replacement License Object for use on productive systems following a reasonable testing period.

2.5 Any label or information about any patent, copyright or similar in program or on program media delivered to the Customer shall not be destroyed or changed.

3. Revisions and updates

3.1 The Customer is entitled to Revisions during the License Term, and if necessary due to Software compatibility.

4. Software warranty

4.1 The Customer is aware of the fact that all software contains unknown bugs and when delivered the Software may contain such bugs.

4.2 Paliscope warrants that the License Object will, when delivered, be in good working order and substantially conform to the Product Specifications when used, without material alteration, on the Designated Machines. Paliscope does not warrant that the License Object will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the License Object are designed to meet all of Customer's business requirements.

4.3 Should any of the License Object, in the absence of Customer's accident, abuse, performance of unlicensed activities or misapplication, fail to conform to the Product

Specifications, under normal use and service, during three (3) months period after Date of Delivery, Paliscope's sole obligation shall be at Paliscope's option – to correct or replace the failing License Object.

4.4 PALISCOPE DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.5 Customer shall be responsible for assuring

a) that Regulatory Requirements are met for implementing the Paliscope System in the country of which the Customer conducts its business,

b) the accuracy of the input data, and

c) proper use of the License Object.

5. Support

(The details of the support, if any, is agreed in a separate Service Level Agreement or the Customer Agreement.)

5.1 Paliscope and their Partner (acting under the Agreement) support only the License Object, and any other Paliscope product. For support regarding other products please refer to the respective supplier.

5.2 Paliscope and their Partners reserves the right to cease support of older Revisions of any Paliscope System with twelve (12) months' published notice in advance, so called End-of-Life period, and also to alter specifications and features of any Paliscope System in future Revisions, although not in contradiction to the main objective of the functionality as expressed in Product Specifications.

6. Infringement

6.1 Paliscope warrants that the use of the Software and the exercise of the License acquired and/or to be acquired under this Agreement do not and will not violate the Intellectual property rights of any third party. Paliscope shall indemnify, defend and hold harmless the Customer from and against all claims, damages, costs and expenses (including legal expenses) arising from any claim that the Software or use of the Software infringes any third party's Intellectual property rights, provided that the Customer has promptly given to Paliscope written notice of such claim; has provided to Paliscope all reasonable assistance in defending against such claim; and has permitted Paliscope complete control of the defence or settlement of such claim. Paliscope may not make any commitment towards a third party on behalf of the Customer unless agreed in writing by the Customer. Where, following legal proceedings and/or negotiations as described in this article, an infringement is established or acknowledged, Paliscope shall, at its own expense and option either:

- a)** procure for the Customer the right to continue the use of the Software;
- b)** replace the same with non-infringing Software of equivalent function and performance; or
- c)** modify the Software so that it becomes non-infringing without materially detracting from function or performance.

7. Acceptance and testing

7.1 If not otherwise specifically agreed in the Agreement, the Software is considered accepted on Date of Delivery. Any testing of compatibility with the Customer's system shall be performed before Date of Delivery.

8. Export restrictions

8.1 Customer acknowledges that the License Object may contain technology that is subject to export restrictions by the United States government, Swedish government, EU government and other governments and also import restrictions by certain foreign governments. The Customer will not, and will not permit any third-party, to export or permit the export or re-export of any part of the License Object in violation of such restrictions.

C – Cloud service terms

(Applicable if Cloud Service is included in the Customer's delivery. The details of the service are agreed in a separate Service Level Agreement ("SLA") or the Customer Agreement.)

9. Cloud service

9.1 Paliscope will provide the Cloud Service to the Customer pursuant to its standard policies and procedures then in effect and the Customer will pay Service fees specified in the Agreement due on the day before the start of the Service.

10. Cloud service warranty

10.1 Paliscope does not guarantee that the Cloud Service is totally error-free or operate without any interruption. Safety mechanisms are built into the Cloud Service, and can be specified on Customer's request, ensuring low risk for disruption. In case of total system failure in the Cloud Service the traffic will not be rerouted anymore but use the normal routes to the destination, and the traffic will not be scanned or blocked during such scenario. Paliscope will use commercially reasonable efforts to ensure that the Cloud Service is restored after disruption or total system failure and Customer is aware of the non-scanning/non-blocking during such down-time.

10.2 In the event of any "Service Failure," as that term is defined in the SLA or the Customer Agreement, Paliscope will, if agreed in the SLA, issue customer Credits.

Credits issued pursuant to the SLA apply to outstanding or future payments only and are forfeited upon termination of the Agreement. Paliscope is not required to issue refunds or to make payments against such Credits under any circumstances, including without limitation termination of the Agreement. Credits issued in accordance with an SLA are Customer's sole remedy for the "Service Failure" in question.

10.3 In case of alleged infringement of any third-party intellectual property, article 6.1 will apply.

10.4 Except for the express warranties specified in this section 10 THE SERVICE IS PROVIDED "AS IS" AND AS AVAILABLE, AND PALISCOPE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11. Maintenance etc.

11.1 Customer agrees that Paliscope may, without notice, suspend the Cloud Service for maintenance, error correction, safety reasons and upgrade of firmware/software and/or system. During any downtime of the system the IP-traffic will return to traffic without scanning.

12. Materials, software and intellectual property

12.1 Customer recognizes and agrees that: (i) the Materials are the property of Paliscope or its licensors and are protected by copyright, trademark, and other intellectual property laws; and (ii) Customer does not acquire any right, title, or interest in or to the Materials except the limited and temporary right to use them as necessary for Customer's use of the Cloud Service.

12.2 Paliscope retains all right, title, and interest in and to the Cloud Service, including without limitation all software used to provide the Cloud Service and all logos and trademarks reproduced through the Cloud Service, and this Agreement does not grant Customer any Intellectual Property Rights in or to the Cloud Service or any of its components.

13. Data management and statistics

13.1 Unless it receives Customer's prior written consent, Paliscope: (i) will not access or use Customer's data other than as necessary to facilitate the Cloud Service and in accordance with the Agreement; and (ii) will not give any third-party access to customer data. Notwithstanding the foregoing, Paliscope may disclose Customer data as required by applicable law or by proper legal or governmental authority. Paliscope will give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

13.2 Paliscope may use information, including Customer's data, from the Cloud Services provided, for general anonymous statistic purpose, including sites visited, timing, frequency, country etc. as long as no identification of the Customer and/or an individual end-user is possible.

13.3 Customer possesses and retains all right, title, and interest in and to Customer data.

D – Miscellaneous

14. Price and payment terms

(Applicable if not sold via a Partner)

14.1 Prices and fees in the Agreement are exclusive of VAT and any other taxes. Prices are, unless otherwise stated, in euros (EUR). VAT will be applied according to applicable laws based on the Customer's location.

14.2 Prices are valid for the initial term and each subsequent renewal period. Paliscope may change prices upon each renewal. For any such change in price to be valid, Paliscope shall inform the Customer no later than four (4) months before the renewal date.

14.3 Invoices are issued annually in advance, unless otherwise agreed in writing. Payment for each invoice is due within thirty (30) days from the invoice date.

14.4 All payments for other services and products other than a License and/or Cloud Service, shall be made by the latest thirty (30) days from the invoice date.

14.5 For any late payments Paliscope is entitled to penalty interest at the rate of twelve (12) percent per annum until full payment.

14.6 If the Customer is late with a payment more than thirty (30) days after the Customer has been notified by Paliscope about the late payment, Paliscope may in writing terminate the Agreement in its entirety with immediate effect. If Paliscope terminates the Agreement Paliscope is entitled to compensation for products and services delivered and damages.

15. Limitation of liability

15.1 Under no circumstances shall Paliscope or its Partner be liable to the Customer for cost of replacement products or services, loss of profit, loss of production, loss of business, loss of use, loss of data, loss of information or any indirect, incidental, unforeseen or special consequential damages being the result of the sales, use or inability to use any of Paliscope's products or services, or for a claim from an employee or any third party being accused, fairly or unfairly, of possession of child sexual abuse material or similar, even if Paliscope being informed about the risk for such damages.

The above limitation is not applicable regarding injury to person to the extent it cannot be excluded by applicable law.

15.2 Paliscope's liability for damages shall, with the exception of intent or gross negligence, always be limited to direct damage up to the lower of the following two amounts; an amount equivalent to the average annual Licence fee or the average annual Cloud Service fee value under the Agreement and EUR 50,000.

15.3 Paliscope and their Partners are not liable for any claims due to the Paliscope System's breach of Regulatory Requirements under which the Customer operates.

16. Assignment

16.1 Paliscope and their Partners may without the Customer's approval assign the right to payments.

16.2 Neither Party shall have the right to assign, with the exception of article 2.3 and 21.1, the Agreement or any right herein without the prior written consent of the other Party.

17. Insurance

17.1 Paliscope shall during the term of the Agreement and for one (1) year after it has expired, maintain a valid general insurance to cover the liability defined in section 19 in this Agreement.

18. Confidentiality

(Applicable if no separate mutual non-disclosure agreement is in place between the Parties giving no lesser than the below described rights for Paliscope)

18.1 In performance of its obligations, each Party may have access to confidential information owned or controlled by the other Party, for example any financial information, trade secrets, customer lists or other information which it may from time to time receive or obtain (orally or in writing or in disc or electronic form) as a result of entering into or performing its obligations pursuant to the Agreement or otherwise, relating to any of the Parties, which is not in the public domain. Each Party shall keep all such confidential information in strict confidence and undertakes not to use the confidential information outside the scope of the Agreement, unless:

- i)** required to do so by law or pursuant to any order of court or other competent authority or tribunal;
- ii)** required to do so by any applicable stock exchange regulations or the regulations of any other recognised market place;
- iii)** such disclosure has been consented to by the other Party in writing (such consent not to be unreasonably withheld); or

iv) the information is disclosed to its professional advisers who are bound to such Party by a duty of confidence which applies to any information disclosed.

18.2 If a Party becomes required, in circumstances contemplated by (i) or (ii) to disclose any information, the disclosing Party shall use its reasonable endeavours to consult with the other Party prior to any such disclosure

18.3 Upon the disclosing Party's request all confidential information disclosed to the receiving Party shall be returned to the disclosing Party or shall be destroyed according to the disclosing Party's instructions, including any confidential information stored on back-up media or in any other way. The receiving Party shall comply with such request within thirty (30) Days and shall upon request confirm in writing that it has complied with its obligation.

19. Termination

19.1 The Agreement shall terminate thirty (30) Days after written notification by the non-breaching Party, at the non-breaching Party's option, if the other Party is in breach of a material part of the Agreement. If the Agreement is terminated by Paliscope the Customer shall, at Customer's own expense, immediately return the License Object to Paliscope or Partner.

19.2 If Customer, at least three (3) months before end of the Agreement Period, chooses to cancel automatic renewal of the Agreement and has done so in writing to Paliscope or their Partner, the Agreement is terminated at the end of the Agreement Period and Customer shall, at Customer's own expense, either immediately return the License Object to Paliscope or Partner, or at Paliscope's option, destroy the License Object.

20. Data protection

20.1 It is the responsibility of the Customer to ensure that any registration of data in connection with the use of the Software or Cloud Service is handled in accordance with applicable data protection legislation.

21. Integration and modification

21.1 The Agreement with enclosures is the entire agreement between the Customer and Paliscope relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, purchase order terms, acknowledgment, or other communication between the parties relating to its subject matter during the term of the Agreement.

21.2 In case of any conflict between the documents constituting this Agreement, the Customer Agreement shall take precedence, thereafter these Paliscope General Conditions, in the order listed here. Any other general terms and conditions of purchase

or sale referred to by either Party in e.g., quotations, orders, delivery schedules, etc, shall not be applicable between the Parties.

21.3 No modification to the Agreement will be binding, unless in writing and signed by an authorised representative of each Party.

22. Purchase order

22.1 It will not affect the terms of the Agreement if Customer issues purchase orders, not defined in the Agreement, to be able to process deliveries and/or invoices.

23. Withholding tax (wht)

23.1 As long as the Paliscope income arising out of the Agreement, which is derived from licensing of Paliscope's Licensed Object, whether embedded or as a separate unit, is not subject to withholding tax under any tax treaty convention between Sweden and the country of the Customer, no withholding tax shall be deducted from any payment to Paliscope.

23.2 Upon request from the Customer, Paliscope will provide to the Customer a tax certificate certifying its status as taxpayer in Sweden.

23.3 If any portion of Paliscope's income arising out of this Agreement, is or becomes subject to withholding tax under applicable tax treaty convention between Sweden and the country of the Customer, such amounts will be deducted from payment to Paliscope. In such event, the Customer shall provide to Paliscope a tax certificate from the tax authority, establishing the fact that tax has been withheld by the Customer and paid to the tax authority, so as to avoid double taxation.

24. Severability

24.1 If any provision of the Agreement or part thereof is held to be unenforceable, The Agreement will continue to be in force and if the unenforceability will have an effect on a Party's rights or obligations according to the Agreement, the Agreement shall be modified on reasonable grounds.

25. No waiver

25.1 Neither Party will be deemed to have waived any of its rights under the Agreement by lapse of time or by any statement or representation other than (i) by an authorized representative and (ii) in an explicit written waiver. No waiver of a breach of the Agreement will constitute a waiver of any prior or subsequent breach of the Agreement.

26. Force majeure

26.1 Neither Party shall be liable for any loss incurred by the other Party, to the extent that the loss is caused by a Force Majeure Event, however, only to the extent that the

suffering Party has used all reasonable endeavours to remove, avoid or overcome such Force Majeure Event without undue delay.

26.2 In the event that a Party is prevented from performing its obligations as a consequence of a Force Majeure Event, the performance may be postponed until such time as the impediment no longer exists or can reasonably be overcome. The Party suffering from the above circumstances shall immediately inform the other Party of such circumstances and estimate how long the Party reasonably expects the postponement to last.

27. Interpretation

27.1 The headings in the Agreement are for ease of reference only and shall not affect the interpretation of any provision of the Agreement.

28. Survival

28.1 After expiration of the Agreement the following articles in these Paliscope General Conditions shall survive 2.1, 4.3-4, 10.1-2, 10.4, 12.1-2, 15.1-3, 18.1-3, 28, 29, and 30.

29. Governing law

29.1 The Agreement will be governed by the laws of Sweden.

30. Dispute

30.1 Any dispute, controversy or claim arising out of or in connection with the 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. If the amount in dispute is not above EUR 15,000, the dispute shall be handled by the general courts of Sweden.