

DIKTAMEN SERVICE AGREEMENT (The United Kingdom)

PARTIES

This Diktamen Oy service agreement (“Agreement”) is executed by and between the following parties:

	SUPPLIER	CUSTOMER
SUPPLIER NAME	Diktamen UK Ltd	
REGIONAL OFFICE NAME AND ADDRESS	Diktamen UK Ltd Regus Strand Golden Cross House 8 Duncannon Street London WC2N 4JF	
INVOICING ADDRESS	Diktamen Itämerenkatu 1 FI-00180 Helsinki	
CONTACT PERSON (commercial issues)		
CONTACT (technical issues)	uk.support@diktamen.com	
CONTACT (account management)	accountmanagement @diktamen.com	

Supplier and Customer will be referred to hereinafter jointly as the Parties and each individually Party.
This Agreement shall be subject to the Diktamen General Terms attached hereto as Annex 1.

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CONTENT

Diktamen – Dictation/Transcription and Workflow Management System

Diktamen is a software as a service-based system (“Service”) for recording of audio files to transcription and transforming audio files into text files by typing. Service user rights are licensed as a Software-as-a-Service based solution.

THE FOLLOWING SERVICES ARE INCLUDED IN THE SERVICE:

1. Service user right licenses

Author Licenses annual, Typist Licenses annual, Manager Licenses

2. Service Maintenance

Service maintenance 24/7, application 9/5, are included in user right licenses prices.

All configuration tasks, project management and testing are included in the start-up free.

THE FOLLOWING SERVICES ARE NOT INCLUDED IN THE SERVICE:

On-site End User training

Hardware

TERM OF SERVICE:

START DATE:	END DATE:	DURATION
TBC		12 months

PROOF OF CONCEPT -PERIOD

At the beginning of the Subscription Term, the Customer shall be entitled to a Proof of Concept -period, during which the Customer may use the Service free of charge. Duration of the Proof of Concept -period shall be two (2) weeks. If the Customer does not desire to continue the subscription after the Proof of Concept -period, the Customer shall notify the Supplier in writing within the Proof of Concept -period. The Service Agreement shall terminate with immediate effect upon the Customer’s written notice.

FEES

If the customer decides to continue the subscription after the Proof of Concept -period, the following Fees shall be applied:

Diktamen Annual SaaS License	QTY	COST	TOTAL
Diktamen Author License including Mobility	TBC		£
Diktamen Typist Licenses	TBC		£
Diktamen Management Licenses	TBC	£	£
Total Licenses		TOTAL (excl. VAT)	£

SIGNATURES

I HAVE READ AND AGREE GENERAL TERMS (ANNEX 1)

Diktamen UK Ltd
Name:
Job Title:
Date:

Company:
Name:
Job Title:
Date:

ANNEX 1: DIKTAMEN GENERAL TERMS

1. KEY DEFINITIONS

“CUSTOMER DATA”

the data inputted by the Customer or the Named Users excluding usernames and login data.

“FEES”

means the subscription fees and other fees payable by the Customer.

“FORCE MAJEURE EVENT”

is defined in Clause 9.1 of this Annex 1.

“DOCUMENTATION”

the documentation related to the Services including without limitation the instructions and technical descriptions and requirements made available to the Customer by the Supplier.

“INTELLECTUAL PROPERTY RIGHTS”

means all copyrights, registered and unregistered trademarks and designs, patents, domain names, technical models and prototypes, know-how, trade and business secrets, database and catalogue rights, and any other intellectual property rights as well as applications for any of the foregoing respectively.

“NAMED USERS”

means the employees and other end users of the Customer for whom a named personal user account has been created for the Service.

“SERVICES”

means the services provided by the Supplier to the Customer under the Service Agreement, as further described in the Documentation.

“SERVICE AGREEMENT”

means the service agreement for the provision of the Services as entered into between the Parties, of which these general terms and the other annexes constitute an integral part.

“SUBSCRIPTION TERM”

has the meaning given in Clause 10.1.

“SYSTEM”

means the dictation and transcription workflow software provided as a Service under the Service Agreement by the Supplier as part of the Services and as further set out in the Documentation.

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2. SERVICES

- 2.1. The Supplier shall, during the Subscription Term, provide the Services in accordance with the Documentation and make available the Documentation to the Customer on and subject to the terms of the Service Agreement.
- 2.2. The Supplier shall be entitled for (i) planned maintenance breaks, and (ii) unscheduled maintenance breaks, provided that the Supplier has used reasonable endeavors to give the Customer at least a 24 hours' notice in advance.
- 2.3. The parties may separately agree to develop the System in order to implement additional functions to the System and the Services.

3. SUPPLIER'S RIGHTS AND OBLIGATIONS

- 3.1. The Services to be provided by the Supplier are described in the Service Agreement. Supplier shall perform the Services with due professional skill and care in accordance with Supplier's own methods, procedures, applicable laws and regulations (including, but not limited to applicable NHS legislation) and the terms of the Service Agreement.
- 3.2. The Supplier shall not be responsible for any non-conformance which is caused by use of the Services contrary to the Supplier's instructions.
- 3.3. If the Services do not conform with the foregoing undertaking set forth in Clause 2.1, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in Clause 2.1.
- 3.4. Notwithstanding the foregoing, the Supplier:
 - a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Customer through the Services will meet any requirements or presumptions of the Customer either express or implied; and
 - b) shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 3.5. The Service Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Service Agreement.
- 3.6. The Supplier may, without liability to the Customer and without prejudice to any other rights and remedies of the Supplier, disable the Customer's access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services in case the Customer uses the Service against instructions provided in the Documentation or in a way that may adversely impact the Services.
- 3.7. The Supplier may authorize a third party to provide additional services to the Customer which may relate to the Services agreed between the Supplier and Customer under the Service Agreement (hereinafter Service-related Services). Such Service-related Services shall be provided under an independent agreement concluded between the Customer and any such authorized third party. For the avoidance of doubt, the Supplier shall not be a party to such agreement and shall not in any manner be responsible or liable for the provision of the Service-related

_____ As Supplier, these are Diktamen's rights and responsibilities.

_____ Diktamen aims to correct certain non-conformance in Services.

_____ There are certain things that Diktamen cannot guarantee.

_____ Diktamen reserves the right to enter into similar agreements with other parties.

_____ Diktamen reserves the right to disable your access to the Services in certain circumstances.

_____ Diktamen reserves the right to use the assistance of other parties to fulfil our obligations under the Service Agreement.

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Services to the Customer.

4. CUSTOMER'S RIGHTS AND OBLIGATIONS

- 4.1. The Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Named Users to access the Services and to use the Documentation during the Subscription Term.
- 4.2. The Customer may not add or deduct Named Users during the Proof of Concept -period.
- 4.3. In relation to the Named Users, the Customer undertakes that:
 - a) it will not allow any Named User Subscription to be used by any other person than the respective Named User for whom the Named User Subscription has been assigned to;
 - b) each Named User shall keep a secure password for his use of the Services and Documentation and that each Named User shall keep his password confidential; and
 - c) each Named User will otherwise comply with all instructions given by Supplier regarding the Service
- 4.4. The Customer shall not except as may be allowed by applicable mandatory law:
 - a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or Documentation (as applicable) in any form or media or by any means; or
 - b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or
 - c) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation.
- 4.5. The Customer shall use all reasonable endeavors to prevent any unauthorized access to or use of the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify the Supplier.
- 4.6. In case of unauthorized access to, or use of the Services and/or Documentation, the Customer undertakes to inform the Supplier of the same immediately upon becoming aware of any such unauthorized access and/or use.
- 4.7. The Customer shall :
 - 4.7.1. provide the Supplier with:
 - a) all necessary co-operation in relation to the Service Agreement; and
 - b) all necessary access to such information as may be required by the Supplier in order to render the Services, including but not limited to Customer Data.
 - 4.7.2. comply with all applicable laws and regulations with respect to its activities under the Service Agreement;
 - 4.7.3. carry out all other Customer responsibilities set out in the Service Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 4.7.4. ensure that the Named Users use the Services and the Documentation in accordance with the terms and conditions of the Service Agreement and shall be responsible for any Named User's

_____ As Customer, these are your rights and responsibilities.

_____ Your rights under this agreement are not exclusive and cannot be transferred.

_____ These are a few things you should not do.

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breach of the Service Agreement;

- 4.7.5. ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
- 4.7.6. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's systems, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet; and
- 4.7.7. otherwise contribute to the performance of the Services with respect to all matters within its control, in such a manner that the Supplier is able to perform its obligations in accordance with the Service Agreement.
- 4.7.8. The Customer shall (i) be liable for the accuracy of any information, materials, instructions, and orders given by it and for them not infringing any third-party Intellectual Property Rights; and (ii) give Supplier a license to use any such materials given by Customer in which there are any Intellectual Property Rights held by Customer.

_____ You maintain intellectual property rights relating to Customer Data.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. Customer Data and all Intellectual Property Rights to Customer Data shall belong to and remain with the Customer.
- 5.2. The Supplier shall have the right to use the Customer Data solely for the purposes of complying with its rights and obligations and other activities pertaining to the execution of the Service Agreement.
- 5.3. All Intellectual Property Rights to the Services, Documentation shall belong to and remain with the Supplier.
- 5.4. The Supplier grants the Customer a non-exclusive, limited and non-transferrable right to use the Services for the purposes of the Service Agreement.
- 5.5. The Customer shall have no right to register or apply for registration for any names or marks related to the Supplier, its Supplier name, brand or product names or the Services. The Customer shall refrain from taking measures that are apt to endanger the value, goodwill or reputation of the Suppliers brand or Intellectual Property Rights.
- 5.6. In case the Customer provides to the Supplier any suggestions related to improvements to the Services, the Supplier will own all right, title, and interest in and to such suggestions. The Supplier will be entitled to use such suggestions without restriction.

6. LIMITATION OF LIABILITY

- 6.1. Neither Party is liable for any indirect or inconsequential loss or damage, including without limitation loss of profit, loss or damage arising from reduction or interruption of production or turnover.
- 6.2. The total aggregate liability under this Agreement is limited to the amount of Fees actually paid by the Customer during the six (6) months preceding the event which gave cause to the liability.
- 6.3. A Party shall not be liable for the destruction of the other Party's files or information or any damages and costs incurred in consequence thereof, such as for the costs of recreating the files.
- 6.4. Notwithstanding this Clause 6, the Supplier's liability under Clause 8 (data protection) shall be limited to the maximum liability available under Supplier's applicable insurance coverage.

_____ Neither party is liable for various things

7. CONFIDENTIALITY

- 7.1. The parties shall keep confidential all materials and information received from the other Party that is marked confidential or which should be understood to be confidential. The Parties are entitled to use confidential information only for the purposes agreed on in the Service

_____ Generally, the parties are bound to strict confidentiality.

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Agreement and only to the extent necessary for those purposes. The Parties are entitled to disclose such materials and information to its employees only on a need-to-know basis. This aforesaid confidentiality obligation shall not, however, apply to materials or information, which (a) is generally available or otherwise public; (b) the receiving party has received from a third party without any duty of confidentiality; or (c) which was in the possession of the receiving party without any duty of confidentiality prior to receiving them from the other party; or (d) which the receiving party has developed independently without using material or information received from the other party; or (e) which the receiving party must disclose pursuant to law, decree or other order issued by a competent government authority or judicial order.

7.2. The parties are entitled to use professional skills and experience acquired in connection with the production of the Services.

7.3. The parties' rights and obligations under this Clause 7 shall remain in effect even after the expiry or termination of the Service Agreement.

8. DATA PROCESSING

8.1. Supplier might collect and process data, including personal data, in relation to Customer's subscription and Customer's and Users' use of the Service, such as contact details, payment information, and identification data on Customer and Users.

8.2. To the extent Supplier processes personal data on behalf of Customer as a data processor, the following terms shall be applied to the processing of personal data. For the purposes of the terms set out below in this section, "Personal Data" shall mean any information relating to an identified or identifiable natural person Supplier processes on behalf of Customer.

8.3. General requirements relating to processing of Personal Data

8.3.1. Customer shall be responsible for the lawful collection, processing and use, and for the accuracy of the Personal Data, as well as for preserving the rights of the individuals concerned. If and to the extent legally required, Customer shall inform the individuals concerned regarding the processing of their Personal Data by Supplier and shall obtain their consent if necessary.

8.3.2. Supplier shall process Personal Data on behalf of Customer as a data processor for the purposes of providing the Service, to the extent such provision of Supplier's services requires processing of Personal Data on behalf of Customer

8.3.3. Customer acknowledges that due to the nature of Services, Supplier cannot control and has no obligation to verify Personal Data Customer transfers to Supplier for processing on behalf of Customer when Customer uses the Service. Customer ensures that Customer is entitled to transfer the Personal Data to Supplier so that Supplier may lawfully process the Personal Data on behalf of Customer.

8.3.4. Supplier shall not use Personal Data for any purpose other than that of rendering and providing the Service and will not assert liens or other rights over, or sell or disclose the Personal Data to any third parties, without Customer's prior written approval. Supplier shall process Personal Data solely in accordance with this Agreement and documented instructions from Customer. Customer's instructions must be commercially reasonable, compliant with applicable data protection laws and consistent with this Agreement. Supplier shall inform Customer immediately if it considers that Customer's instructions with regard to the Processing of Personal Data infringe the Data Processing Legislation.

8.3.5. Both Parties shall comply with the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of

—— Diktamen processes personal data in accordance with data protection laws. Please see our Privacy Policy for more information.

—— As Customer, you are responsible for ensuring that the collecting, processing, using and accuracy of any individual's Personal Data complies with data Protection laws.

—— Diktamen will only use Personal Data for proper purposes and in accordance with this agreement and data protection laws.

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personal data and on the free movement of such data (“Regulation”) and any applicable European or foreign data protection laws as amended, as well as data protection authorities’ orders and guidelines.

- 8.3.6. Both Parties implement and maintain appropriate technical and organizational security measures to protect Personal Data within its area of responsibility, in order to safeguard the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction or damage. Such measures include where necessary and appropriate, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons the following measures:
- access right controls to systems containing Personal Data;
 - the pseudonymization and encryption of personal data;
 - the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing

8.4. Supplier’s assistance obligations

- 8.4.1. To respond to requests from individuals exercising their rights as foreseen in applicable data protection law, such as the right of access and the right to rectification or erasure, Supplier shall provide Customer with commercially reasonable assistance, without undue delay, taking into account the nature of the processing. Supplier shall further provide Customer with commercially reasonable assistance in ensuring compliance with Customer’s obligations to perform security and data protection assessments, breach notifications and prior consultations of the competent supervisory authority, as set out in the applicable data protection law, taking into account the nature of the processing and the information available to Supplier. In case such assistance requires extensive measures from Supplier, Customer shall pay additional reasonable remuneration to Supplier for handling such assistance requests.

- 8.4.2. In addition, Supplier shall, and shall procure that its personnel (including its subcontractors’ personnel) shall:

- only process Personal Data in accordance with Customer’s written instructions and not for Supplier’s own purposes;
- ensure that individuals processing Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- include in any contract with subcontractors who will process Personal Data directly or indirectly on behalf of Customer, provisions which are materially equivalent to those in this Agreement.

- 8.5. Customer accepts that Supplier may have Personal Data, but not any Customer Data, processed and accessible by its sub processors outside Customer’s country of domicile to provide the Service. In case the processing is subject to any EU data protection law and Personal Data is transferred from the European Economic Area (“EEA”) to a sub processor for processing in any country outside the EEA that is not recognized by the European Commission as providing an adequate level of protection for personal data, Supplier provides for appropriate safeguards by standard contractual clauses, adopted or approved by the

_____ Diktamen will provide you with reasonable assistance to respond to a request relating to personal data made in accordance with data protection laws.

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European Commission and applicable to the processing by the non-EEA Sub processor or by any other appropriate safeguard as foreseen under Regulation.

8.6. Audits

8.6.1. Customer shall have the right to audit the facilities and processing activities of Supplier under this Agreement to examine the security measures applied to the processing of Personal Data, the level of protection and security provided for Personal Data processed under this Agreement and the privacy of the individuals to whom such Personal Data relates and to assess the compliance of Supplier and its subcontractors with this Agreement. Supplier shall procure for Customer the same rights of audit in respect of Supplier's subcontractors. Each Party shall bear its own costs for any such audit.

8.6.2. Where an audit may lead to the disclosure of business or trade secrets of Supplier or threaten intellectual property rights of Supplier, Customer shall employ an independent expert to carry out the audit, and the expert shall agree to be bound to confidentiality to Supplier's benefit.

8.7. Sub-processors

8.7.1. General authorization. Customer gives its general authorization to allow Supplier to involve Supplier's affiliated companies and other subcontractors as sub-processors to process Personal Data, but not any Customer Data, in connection with the provision of Services, to the extent such appointment does not lead to non-compliance with any applicable law or Supplier's obligations under this Agreement.

8.7.2. Change of sub-processor. Supplier is free to choose and change its sub-processors. Upon request, Supplier shall inform Customer of sub-processors currently involved. In case there is a later change of sub-processor (addition or replacement), Supplier shall notify Customer of such change. In case Customer objects such change of sub-processor on reasonable grounds, Customer has the right to request change of the sub-processor. If Supplier is not willing to change the sub-processor Customer has objected, Customer shall have the right to terminate the Service and this Agreement.

8.8. Breaches

8.8.1. Supplier shall, without undue delay after having become aware of it, inform Customer in writing about any data breaches relating to Personal Data and any other events where the security of Personal Data processed on behalf of Customer has been compromised. Supplier's notification about the breach to Customer shall include at least the following:

- description of the nature of the breach;
- name and contact details of Supplier's contact point where more information can be obtained;
- description of the measures taken by Supplier to address the
- breach, including, where appropriate, measures to mitigate its possible adverse effects.

_____ Diktamen will inform you if the security of personal data is breached or compromised.

8.9. Deletion and return of personal data

8.9.1. Supplier shall not take any action to intentionally erase any Personal Data processed on behalf of Customer, without Customer's explicit request.

8.9.2. Personal Data shall be processed under this Agreement until Customer has ceased to use the Service.

8.9.3. Within a reasonable time after the termination or expiry of this

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Agreement, Supplier shall permanently delete Personal Data from its storage media, except to the extent that Company is under a statutory obligation to continue storing such Personal Data. On Customer's request, Supplier shall confirm the deletion in writing. The obligation to delete Personal Data shall not apply to Personal Data contained in regular back-up copies of comprehensive datasets from which the individual deletion of Customer's Personal Data would not be possible without significant efforts or costs.

9. FORCE MAJEURE

- 9.1. Neither party shall be liable for any delay or damage caused by an impediment beyond its control, which it cannot reasonably be required to have taken into account when concluding the agreement and the consequences of which it could not reasonably have avoided or overcome. Without limiting the generality of the foregoing, wars, riots, orders by competent civilian or military authorities, strikes, illegal work stoppages, fires and floods shall all be deemed to constitute force majeure events (together "Force Majeure Events"). Strikes, lockouts, boycotts, and other industrial action shall also be deemed to constitute a Force Majeure Event when a party hereto is target or party to such action.
- 9.2. A Force Majeure Event suffered by a subcontractor of a party shall also discharge such a party from liability if subcontracting from another source cannot be made without unreasonable costs or a significant delay.
- 9.3. The parties shall in writing inform the other party of a Force Majeure Event without delay. That party shall similarly inform the other party when the Force Majeure Event has ended.

_____ Neither party is liable for events beyond their control.

10. TERM AND TERMINATION OF THE SERVICE AGREEMENT

- 10.1. At the beginning of the Subscription Term, the Customer shall be entitled to a Proof of Concept -period, during which the Customer may use the Service free of charge. Duration of the Proof of Concept -period shall be two (2) weeks. If the Customer does not desire to continue the subscription after the Proof of Concept -period, the Customer shall notify the Supplier in writing within the Proof of Concept -period. The Service Agreement shall terminate with immediate effect upon the Customer's written notice. If the Customer decides to continue the subscription, the Parties shall negotiate and mutually agree upon the final composition of the Customer's subscription and the Fees thereof.
- 10.2. This agreement shall be valid for the Subscription Term, and shall be automatically renewed for additional periods of the same duration as the Subscription Term, unless either Party requests termination at least ninety (90) days prior to the end of the then-current term by giving the other Party written notice.
- 10.3. At the date of termination of the Service Agreement for any reason:
 - a) all rights to use the Services under the Service Agreement shall terminate immediately;
 - b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - c) all the Customer Data will be returned to the Customer and permanently deleted from all the Supplier's databases.
- 10.4. The accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- 10.5. Without affecting any other right or remedy available to it, either Party may terminate this agreement with immediate effect by giving written

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notice to the other Party if:

- a) the other Party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- b) the other Party has not paid its due and correct debts within 30 days of a written overdue payment reminder.

11. ASSIGNMENT OF THE SERVICE AGREEMENT

- 11.1. Neither party may assign the Service Agreement or any of its rights or obligations thereunder to any third party without the prior written consent of the other party. The aforesaid notwithstanding, the Supplier may assign the Service Agreement, or its parts, without the Customer's consent to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Further, the Supplier may assign its receivables under the Service Agreement to a third party.
- 11.2. The parties may nevertheless by written notice thereof assign the Service Agreement or their rights or obligations thereunder to such third party to which the business under the Service Agreement is transferred, provided that the assignee undertakes to be bound by the terms of the Service Agreement.

12. APPLICABLE LAW AND DISPUTES

- 12.1. The Service Agreement shall be governed by the laws of England and Wales without giving effect to any rules or principles on the conflict of laws.
- 12.2. All disputes arising out of or in connection with this Agreement shall be resolved by arbitration under the rules of the Arbitration Institute of the Stockholm Chamber of Commerce, with the arbitral tribunal consisting of one (1) arbitrator. The arbitration shall take place in Stockholm, Sweden. The arbitration shall be conducted, and the arbitration award given in English. Supplier may always, however, enforce uncontested debts in the courts of general jurisdiction.

13. OTHER TERMS

- 13.1. Unless the parties agree otherwise in writing, neither party may take into service any persons employed by the other party. This restriction shall be in force for six (6) months after the end of the Service Agreement. In the event a party is in breach of the aforesaid obligation, that party shall be obligated to pay to the other party a sum equal to six (6) month's salary (as subject to income tax withholding) for the relevant person.
- 13.2. The failure of a party to insist upon the performance of one or more of the terms of the Service Agreement shall not be deemed to constitute a waiver of its right to enforce such terms in the future, or of any rights or remedies the party may have under the Service Agreement.
- 13.3. The Service Agreement with its Annexes constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior agreements, proposals, undertakings, and other representations and communications between the Parties.
- 13.4. All changes or amendments to the Service Agreement must be made in writing in order to be effective.
- 13.5. Any notices required under the Service Agreement shall be sent to the registered postal or email address or fax number provided on the cover sheet of the Service Agreement or to such new address or number as a party later in writing notifies the other party of. All deadlines with respect to notices under the Service Agreement shall be calculated from the day the written notice was sent to aforementioned number or address.
- 13.6. Should any term of the Service Agreement be found invalid or

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unenforceable, the remaining provisions of the Service Agreement shall remain in force. The parties shall in good faith negotiate a new term to replace the term found invalid or unenforceable.

- 13.7. If the subscription is not continued after the Proof of Concept -period, all the Customer Data will be returned to the Customer and permanently deleted from all the Supplier's databases.
- 13.8. The Initial Subscription Term after the Proof of Concept -period shall be 12 months. Thereafter, the Service Agreement shall be automatically renewed for successive periods of 12 months (each a Renewal Period), unless either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period. In which case the Service Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period.
- 13.9. Terms of payment: The Supplier shall invoice the Customer for the Fees of the Services 12 months in advance, The payments shall be made in one (1=) instalment. The payment terms shall be 30 days net from the date of the invoice.

14. AMENDMENTS TO THE AGREEMENT