TERMS OF SERVICE

In conclusion:

- Customer to Boardeaser is the legal enitity whose users use the service.

- Each customer is entitled to 30 days of free usage of the service and a number of add-ons with no obligation to continue using the service after the period expires.

- In terms of data privacy, the customer is defined as data controller and Boardeaser as data processor. A data processor agreement is included as appendix to these terms of service.

These Terms of Service governs your acquisition and use of Boardeaser AB's, ("**Boardeaser**") Service (as defined below).

By accepting the Subscription Agreement you also confirm that you have taken part of and accept the following appendices provided by ItoTelekomföretagen (together called "Appendices"):

- "Cloud Services, General Terms and Conditions, Version 2014"

- "Special Terms and Conditions for the Processing of Personal Data in conjunction with Cloud Services"*

- "Appendix – Specification of the Processing of Personal Data in conjunction with Cloud Services and IT Infrastructure Services"*

* Together constitute Data Processor Agreement.

The Terms of Service are called "**the Agreement**" in the appendices. In the event of a discrepancy between the Terms of Service and any appendix, the terms of the Terms of Service shall prevail.

The User that accepts these Terms of Service certifies that he/she has the authority to bind the company or other legal entity to the terms and conditions in the Terms of Service, in which case the term "**Customer**" (as defined below) shall refer to such entity.

The Terms of Service was last updated in April 2018. It is effective between you and Boardeaser as of the date of you accepting the Terms of Service.

You will hereinafter be referred to as the "**Customer**". Each of Boardeaser and the Customer will hereinafter be referred to as a "**Party**" and, jointly, as the "**Parties**".

1. Definitions

1.1. **"Customer"** means the legal entity who subscribes to the Service provided by Boardeaser and assumes payment responsibility for the same vis-à-vis Boardeaser.

1.2. **"Customer Data"** means all data or other information that the Customer, a User, or other Party on the Customer's or a User's behalf, puts at Boardeaser's disposal as well as the result of Boardeaser's data processing.

1.3. **"Fee"** means the fee to be paid by the Customer to Boardeaser for the use of the Service, as set out on boardeaser.com or as otherwise agreed with Boardeaser.

1.4. **"Service"** means the web services, all the User's workspaces, associated software, and other services related thereto provided to the User by Boardeaser in accordance with the Terms of Service and with the characteristics and features as described at boardeaser.com from time to time.

1.5. **"Subscription"** means all time-limited agreements for use of the Service, as stated on the Website or otherwise agreed. The contents of the Subscription is referred to as **"Specification".**

1.6. **"Subscription Period"** means the duration of a Subscription, as stated on the Website or otherwise agreed.

1.7. **"Basic Subscription"** means a Subscription which is necessary for use of the Service.

1.8. **"Add-on"** means the add-ons that can supplement the Basic Subscription.

1.9. **"Terms of Use"** means the terms of use which all Users have undertaken to follow.

1.10. **"User"** means the individual who registers a user account and gains access to the Service.

1.11. **"Web Site"** means Boardeaser's web site at boardeaser.com, including all sub-domains such as www.boardeaser.com, app.boardeaser.com, support.boardeaser.com or other.

2. Service and grant of rights

2.1. Subject to these Terms of Service, Boardeaser hereby grants to the Customer a non-transferable, non-exclusive, non-sublicensable right to access and use the Service during the Subscription Period. This right is conditional on the Customer's and the Users' continued compliance with the terms of these Terms of Service (including payment for the Service), the Terms of Use.

2.2. Boardeaser does not transfer any ownership rights in the Service. Subject to the limited rights expressly granted in these Terms of Service, Boardeaser reserves all rights, title and interest in and to the Service, including all of its related intellectual property rights. The Service is protected by copyright and other intellectual property rights laws and international treaties.

3. Boardeaser's responsibilities and limited warranty

3.1. Provision of the Service
Boardeaser will use commercially reasonable efforts to make the Service available over the Internet 24 hours a day, 7 days a week, except for:
 a) planned or unplanned downtime when required for maintenance;
 b) occasional interruptions caused by bugs and faults;
 c) any unavailability caused by circumstances beyond Boardeaser's reasonable control, including, for example, Internet service provider failure or delay or denial of service attack.

3.2. Protection of Customer Data

Boardeaser will maintain administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data, so that the security of the Service meet relevant industry standards.

3.3. Limited warranty

Boardeaser warrants to the Customer that the Service will perform substantially and materially in accordance with the information of the Service on the Web Site, under normal use and for the purposes intended. Except for this limited warranty, Boardeaser disclaims all other warranties with respect to the Service.

4. Fees and payment for the service

4.1. Fees and payment

4.1.1. All Customers are entitled to a free Subscription with the Subscription Period of 30 days or otherwise agreed. The specification of the free Subscription is the Basic Subscription plus a number of Add-ons as stated on the Website or otherwise agreed.

4.1.2. For Subscriptions other than the free Subscription mentioned in §4.1.1, the Customer shall pay the Fee as stated on the Website or otherwise agreed. All fees are listed exclusive of VAT.

4.1.3. Boardeaser shall invoice the Service rendered under these Terms of Service once a year. The first invoice will be issued within 30 days from the effective date of these Terms of Service. The Customer shall pay the invoices within 30 days from the date of issue of the invoice.

4.1.4. For Add-ons the first Subscription Period is from the date of order and until the Basic Supscription ends. The following Subscription Periods are the same for the Add-ons as the Basic Subscription unless otherwise agreed.

4.1.5. Invoices are sent via e-mail to the User that register the Organisation unless otherwise agreed.

4.1.6. Interest shall be payed on overdue debts according to law. Boardeaser holds the right to charge a fee for reminders of overdue payments.

4.2. Suspension of the Service

If any amount owed by the Customer under these Terms of Service is delayed and Boardeaser has requested the Customer to pay the amount due in accordance with Section 8 below, Boardeaser may, 30 days after a written request has been sent to the Customer, suspend the Service to the Customer until such amount is paid in full. The right to suspend the Service does not limit any of Boardeaser's other rights and remedies.

4.3. Future functionality

The Customer agrees that its purchase of the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Boardeaser regarding future functionality or features.

5. Use of the service and customer data

5.1. Subscriptions and usage limits

5.1.1. The Service is purchased as a Subscription.

5.1.2. The Service is subject to the maximum number of Users and storage limits defined on the Web Site or as otherwise agreed with Boardeaser. A User's password and account may not be shared or used by more than one individual. A User account may, however, be reassigned to a new individual replacing one who no longer requires ongoing use of the Service.

5.2. The Customer's responsibilities

5.2.1. The Customer is responsible for the Customer's and the Users' compliance with these Terms of Service, the Terms of Use and any laws and regulations applicable to the use of the Service.

5.2.2. All Customer Data uploaded to, transferred through, publicly posted, processed or entered into the Services by the Customer and/or a User is the sole responsibility of the Customer. The Customer is Data Controller and Boardeaser is Data Processor regarding Data Protection.

5.2.3. The Customer agrees that it shall treat (i) the Service that is accessible to the Customer only via password protected access and (ii) any documentation or materials Boardeaser makes available to the Customer and the Users under these Terms of Service as confidential and shall not disclose them to any third party.

5.2.4. The Customer is responsible for its passwords and all activity within its Service accounts including that of Users. The Customer must keep its accounts and passwords confidential. The Customer must inform Boardeaser right away about any possible misuse of its accounts or any security incident related to the Service.

5.3. Usage restrictions

The Customer shall not;

a) make the Service available to, or use the Service for the benefit of, anyone other than the Customer or the Users,

b) sell, resell, license, sublicense, distribute, rent or lease the Service,

c) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights,

d) attempt to gain unauthorized access to the Service or its related systems or networks,

e) permit direct or indirect access to or use of the Service in a way that circumvents a contractual usage limit,

f) copy the Service or any part, feature, function or user interface thereof,

g) frame or mirror any part of the Service, other than framing on the Customer's own intranets or otherwise for the Customer's own internal business purposes,

h) access the Service in order to build a competitive product or service, or

i) reverse engineer the Service (to the extent such restriction is permitted by law).

5.4. Information

The Customer is obligated to inform Boardeaser about any suspected breach of Sections 5.2 and/or 5.3 above without delay.

5.5. Removal of Customer Data

If Boardeaser receives information that Customer Data may violate applicable law or third-party rights, Boardeaser may so notify the Customer and in such event the Customer shall promptly remove such Customer Data. If the Customer does not take required action in accordance with the above, Boardeaser may remove the applicable Customer Data and/or suspend the Service until the potential violation is resolved.

6. Proprietary rights and licenses

6.1. Customer Data ownership

All Customer Data uploaded to, transferred through, publicly posted, processed or entered into the Services by the Customer or a User shall remain the sole property of the Customer or its respective legal owner. Boardeaser shall have no liability for such Customer Data.

6.2. License by the Customer to host Customer Data

The Customer grants Boardeaser a worldwide, limited-term license to host, copy, transmit and display the Customer Data, as necessary for Boardeaser to provide the Service in accordance with these Terms of Service. Subject to the limited licenses granted herein, Boardeaser acquires no right, title or interest from the Customer in or to the Customer Data.

6.3. License by the Customer to use feedback

The Customer grants to Boardeaser a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction or other feedback provided by the Customer or Users relating to the operation of the Service.

7. Confidentiality

Boardeaser undertakes not to disclose to any third party, or otherwise make available, information received by Boardeaser from the Customer or Users within the scope of these Terms of Service, unless (i) the information became known to Boardeaser other than pursuant to these Terms of Service, (ii) such information is in the public domain, or (iii) disclosure of such information is required by law.

8. Termination and subscription period

8.1. Termination

8.1.1. These Terms of Service is effective on the date the Customer accepts it and continues until it has been terminated or until the Subscription hereunder has expired.

8.1.2. Either Party may terminate these Terms of Service at any time by a written notice.

8.1.3. No refund of prepaid Fees will be made in the event of early termination of a Subscription and/or these Terms of Service.

8.2. Subscription Period and Fee change

8.2.1. The Subscription Period is stated in each Subscription as set out on the Web Site or as otherwise agreed with Boardeaser. Subscriptions will automatically renew unless either Party gives the other Party notice of non-renewal prior to the end of the relevant Subscription Period. Notice of non-renewal shall be made by email or otherwise in writing.

8.2.2. The Fee for the Service during any automatic renewal Subscription Period will be the same as that during the immediately prior Subscription Period unless Boardeaser has given the Customer written notice of a Fee change before the end of that prior Subscription Period, in which case the revised Fee will be effective upon renewal and thereafter.

8.3. Deletion and transfer of Customer Data

8.3.1. After the termination or expiration of these Terms of Service, Boardeaser will have no obligation to maintain or provide Customer Data, and will thereafter be entitled to delete or destroy all copies of Customer Data in Boardeaser's systems or otherwise in Boardeaser's possession or control, unless prohibited by law.

8.3.2. Unless otherwise agreed, Boardeaser will have no obligation to transfer Customer Data, or assist the Customer in achieving a transfer of Customer Data, to another service, server or or platform.

9. Notices

9.1. Notices to Boardeaser

The Customer must send notices, authorizations, and requests in connection with these Terms of Service by e-mail to the following address: info@boardeaser.com.

9.2. Notices to the Customer

By accepting these terms Boardeaser may provide the Customer with information about the Service and various service communications via e-mail to the address the Customer provides when it signs up for the Service (as the Customer may update via the Web Site). The Customer is responsible for ensuring that the Customer's contact information and billing information are correct and updated at all times.

10. Changes and alterations of the terms of service

10.1. Boardeaser may from time to time make changes and amendments to these Terms of Service. The Customer shall be informed of such changes and amendments no later than 60 days before they come into effect, except for any Fee change, for which prior notice will be given in accordance with Section 8.2.2 above. If the Customer does not accept the changes and amendments, the Customer may terminate the Terms of Service in accordance with Section 8.1 above. If the Customer has not informed Boardeaser that the Customer does not accept the changes and amendments before the day they come into effect, the Customer is considered to have accepted them.

10.2. Boardeaser may always with immediate effect make the changes and amendments which are necessary in order to comply with applicable laws and regulations.

11. Miscellaneous

11.1. Independent contractors

The Customer and Boardeaser are independent contractors for all purposes regarding these Terms of Service. The Customer does not have any agency, franchise or fiduciary relationship with Boardeaser under these Terms of Service.

11.2. Assignment

The Customer may not assign these Terms of Service without Boardeaser's written approval. Boardeaser may assign these Terms of Service without the Customer's approval.

11.3. Entire agreement

11.3.1. These Terms of Service constitutes the entire agreement concerning its subject matter and supersedes any prior or contemporaneous communications.

11.3.2. If any provision of these Terms of Service is or becomes invalid or unenforceable, the remaining provisions of these Terms of Service shall not be affected. In this case the Parties shall replace the invalid or unenforceable provision by such valid and enforceable provision as closest corresponds to the legal and economic purpose of the original provision as possible.

11.4. Surviving provisions

Sections 4 (Fees and payments for the Service), 5 (Proprietary rights and licenses), 7 (Confidentiality), 8.1.3 (No refund upon termination), 8.3 (Deletion of Customer Data), 8 (Notices), and 11 (Miscellaneous) will survive termination or expiration of these Terms of Service.

GENERAL TERMS AND CONDITIONS
Cloud Services, version 2014

These general terms and conditions are intended for use when the Supplier provides a standardised, permanent Internet based service.

These general terms and conditions constitute an appendix to the Agreement entered into between the parties. In the event of any conflicting information in the Agreement, the parts of the Agreement prepared by the parties shall take precedence over these general terms and conditions.

These general terms and conditions are intended for use for example when the Supplier provides storage capacity, infrastructure or software as a service (SaaS). Certain provisions only apply to SaaS Services. If the Customer requires support for the startup of the Service, the parties should enter into a separate agreement in this respect..

1.1. Definitions

Unless the context or circumstances clearly require otherwise, the following words and phrases shall have the meanings specified below:

Access Point
Unless the parties have agreed otherwise, the point or points at which the Supplier connects the Service to a public electronic communications network.

Application
The software provided in a SaaS Service.

Agreed Start Date
The date on which the Service shall be available to the Customer in accordance with the Agreement.

Agreement
The agreement, including appendices, entered into between the parties.

Customer's Data
Data or other information that the Customer, or another party on the Customer's or a user's behalf, puts at the Supplier's disposal as well as the result of the Supplier's data processing.

Customer's Software
The software owned by the Customer or which the Customer is entitled to use in accordance with an agreement with a third party, and which is used in the Service.

Product Supplier
The company that grants the Supplier a license to and provides maintenance in respect of a Third Party Application.

SaaS Service
The provision of software as a service.

Specification
The specification of the contents of the Service contained in the Agreement or on the domain address specified in the Agreement and subsequent changes thereof agreed in writing.

Actual Start Date
The date on which the Service is available to the Customer.
Additional Services
Possible support services not included in the Specification.

Service(s)
Each service which the Supplier, pursuant to the Agreement, shall make available to the Customer over a public electronic communications network and any subsequent changes thereof.

Third Party Application
Software (a) the copyright to which clearly belongs to a company other than the Supplier or a company within the Supplier's group of companies and nothing else follows from the Agreement, or (b) specified as Third Party Products in the Agreement.

2. Supplier's undertaking

2.1 From each Agreed Start Date the Supplier shall provide the Service at the Access Point in accordance with the terms and conditions of the Agreement, and perform the agreed Additional Services. The contents of the Service are set out in the Specification.

2.2 The Supplier shall perform its obligations in a professional manner. Unless otherwise follows from the Specification, the Service shall be performed in accordance with the methods and standards normally applied by the Supplier for this type of service.

2.3 The Supplier may engage a subcontractor to perform the Service and other obligations under the Agreement. The Supplier is liable for a subcontractor's work as if it had been performed by the Supplier itself.

2.4 Unless otherwise follows from the Agreement, the Supplier may, while observing the provisions on personal data in clause 14, provide the Service, in whole or in part, from another country, provided that the Supplier otherwise fulfils the terms and conditions of the Agreement.

3. Customer's undertaking

3.1 In order for the Supplier to be able to perform its obligations under the Agreement, the Customer is responsible for the following:

(a) The Customer shall review documentation provided by the Supplier and make decisions regarding the approval of such documentation, and otherwise provide the information necessary for the Supplier to perform its obligations under the Agreement.

(b) The Customer is responsible for the communication between the Customer and the Access Point. It is also the Customer's responsibility that it has the equipment and software that the Supplier, on a website or by another written method, has stated is required to use the Service, or which otherwise is clearly required for such use.

(c) The Customer is responsible for faults and defects in the Customer's Software.

(d) Unless otherwise follows from the Agreement, the Customer is responsible for the backup of Customer's Data.

(e) The Customer shall ensure that (i) Customer's Data are free from viruses, Trojans, worms or other malicious software or code; (ii) Customer's Data are in the agreed format; and (iii) Customer's Data otherwise cannot damage or interfere with the Supplier's system or the Service.

(f) The Customer shall ensure that log-in information, security methods and other information provided by the Supplier for access to the Service are handled confidentially in accordance with clause 16. The Customer shall notify the Supplier immediately in the event of unauthorised access to information in accordance with this clause.

(g) The Customer shall notify the Supplier immediately upon discovery of any infringements or attempted infringements that might affect the Service.

4. Startup the Service

4.1 It is the Supplier's responsibility that the Service is available to the Customer from and including the Agreed Start Date. The Supplier shall, in good time, have provided the instructions that are necessary for the Customer to start using the Service from the Agreed Start Date. The parties may conclude a separate agreement regarding the Supplier's obligations in respect of the startup of Service. The Service shall be deemed available when the Customer can start using the Service from the Access Point.

5. Changes to the Service

5.1 The Supplier may, without prior notification to the Customer, make changes to the Service or the method of providing it, which evidently may not cause the Customer more than minor insignificance.

5.2 The Supplier may make other changes to the Service or the method of providing it than those set out in clause 5.1 3 months after notifying the Customer to this effect. The Customer may, at the latest when the change enters into force, terminate the Service with effect from the date the change enters into force, or such later day specified in the notice of termination, albeit not later than 3 months from the date the change entered into force. However, the Supplier may not make any changes relating to any requirements for the Service, if the parties have specifically stated that they may not be changed.

6. Customer's use of the Service

6.1 Unless the parties have agreed otherwise, the Customer is granted a non-exclusive right to use the Service in its own business only. The Customer may allow contractors to use the Service on its behalf.

6.2 The Customer may not copy software that is included in the Service or let anyone other than the persons nominated in accordance with clause 6.3 use the Service.

6.3 The Customer shall specify what persons are allowed to use the Service. The Customer shall immediately notify the Supplier if such a person is no longer authorised to use the Service. The Customer is responsible for the use of the Service by such persons.

6.4 The Customer is obliged to follow any written instructions from the Supplier for the use of the Service. The Supplier may, after the conclusion of the Agreement, change instructions provided in accordance with clause 5.

6.5 If the Supplier has stated in the Agreement, that the Supplier's good practice standards apply to the use of the Service, these standards shall be made available to the Customer on the website or another accessible place specified in the Specification. In such event, the Customer shall comply with the Supplier's good practice standards when using the Service. The Supplier may, after the conclusion of the Agreement, change the applicable standards in accordance with clause 5.

6.6 The Customer is responsible for ensuring control over data handled in the Service and for ensuring that the Customer can prevent the data from spreading in accordance with the requirements in applicable legislation or so that the data do not contravene the standards of the Supplier pursuant to clause 6.5.

7. Specific provisions relating to SaaS Service

7.1 Scope

The Customer may use the SaaS Service for the number of licenses or other use set out in the Agreement and otherwise as set out in clause 6. Where a Third Party Application is provided via the SaaS Service, clause 7.4 shall also apply. From the Actual Start Date the Supplier shall provide the updates, versions or releases of the Application specified in the Agreement, with the changes that follow from clause 7.2.

7.2 Maintenance of the Application

The Supplier shall implement the updates or new versions provided by the Supplier or Product Supplier in the Application within the scope of its maintenance, and to the extent the Supplier finds it appropriate for the Service. The provisions of clause 5 shall apply to the implementation of an update or a new version. The Supplier may, even if it would inconvenience the Customer, implement updates in the Application in order to protect the Service and for other security related purposes.

7.3 Documentation

The Supplier shall make available user documentation for the use of the Application in form of manuals and other instructions. The user documentation shall be in Swedish or English.

7.4 Specific provisions relating to Third Party Applications

The Customer may only use a Third Party Applications in accordance with the licensing terms issued by the Product Supplier and referred to by the Supplier. With respect to Third Party Applications, the Supplier's liability for faults or intellectual property infringements is restricted to an obligation to report the fault/infringement to the Product Supplier immediately. The Supplier shall implement any potential solution from the Product Supplier, provided this can be done without negative interference with the Service. The Supplier shall also monitor that the Product Supplier fulfils its obligations under the applicable agreement with the Supplier. The Supplier has no other responsibility for fault or infringement in relation to Third Party Applications. If it is finally decided that infringement has occurred or if it is likely, in the opinion of the Supplier, that such infringement has occurred, and the Product Supplier does not take the necessary action, the Supplier may terminate the Agreement with 3 months' notice.

8. Restricted access to the Service

8.1 If the provision of the Service results in a risk of more than insignificant damage to the Supplier or a another customer of the Service, the Supplier may block or restrict access to the Service. In connection with this, the Supplier may not adopt more far-reaching measures than is justified in the circumstances. The Customer shall be informed as soon as possible if the access to the Service is restricted.

8.2 Unless otherwise follows from the service level agreement, the Supplier may carry out planned measures that affect the availability of the Service if required for technical, maintenance, operational or safety reasons. The Supplier shall perform such measures promptly and in a manner that limits the disruption. The Supplier undertakes to notify the Customer within a reasonable time before such action and, if possible, to plan such action to be carried out outside of normal office hours.

8.3 The supplier has the right to immediately prevent information in the Service from spreading further, if it is reasonable to believe that continuing to spread the information contravenes applicable legislation. In exercising this right, the Supplier is entitled to access any information transferred or submitted to the Service. If the Supplier exercises this right, it shall notify the Customer.

8.4 The Supplier is entitled to prevent persons from continuing to use the Service if the persons have submitted information in breach of applicable legislation or the Supplier's standards referred to in clause 6.5. If the Supplier exercises this right, it shall notify the Customer.

9. Contact persons

9.1 Each party shall designate a contact person who shall be responsible for the cooperation in regard to the Agreement. Each party shall notify the other party of the designated contact person. The contact persons are entitled to represent the principal in matters concerning the implementation of the Service and any Additional Services.

10. Remuneration, fees and terms of payment

10.1 Fees
In consideration of the Supplier's performance of the Service, the Customer shall pay, from the Actual Start Date, the remuneration specified in the Agreement. For Additional Services, the Customer shall pay in accordance with the Supplier's from time to time applicable price list. If the parties have made an agreement on hourly rates, the remuneration is charged on current account at the agreed hourly rates. The remuneration is exclusive of VAT and other additional taxes and charges relating to Services and Additional Services that were fixed after the Agreement was entered into. Unless otherwise follows from the Agreement, fixed charges shall be invoiced regularly in advance. With regard to Additional Services or other remuneration in accordance with the Agreement, the Supplier is entitled to invoice monthly in arrears. Payment shall be made within 30 days of the date the invoice was issued.

10.2 Changes of fees
The Supplier may, annually as from the start of a new calendar year, change all fees in accordance with the changes in the Statistics Sweden's index: Labour Cost Index för tjänstemän (LCI tjm) preliminärt index, SNI 2007 kod J (Informations- och kommunikationsverksamhet).

10.3 Changes of fees for Third Party Applications
If the parties have agreed on a special license fee for using Third Party Applications, the Supplier may, to the extent the Product Supplier changes the fee for the use of the Third Party Application, change the license fee 3 months after notifying the Customer to this effect.

10.4 Other remuneration
In the event that the Supplier incurs extra work or additional costs due to circumstances for which the Customer is responsible, the Customer shall remunerate the Supplier for such extra work and additional costs in accordance with the Supplier's current price list.

10.5 Final invoice
The Supplier shall, at the latest within 6 months of the expiry of the respective month of service, submit an invoice to the Customer that includes all outstanding items for that month of service. If the Supplier fails to submit such an invoice, the Supplier loses its right to remuneration for the services or work performed, including the remuneration referred to in clause 10.4, except with regard to its right of offset.

10.6 Delays
In event of a delay in payment, default interest and other compensation shall be paid in accordance with law.

If the Customer's payment is delayed and the Supplier has requested the Customer in writing to pay the amount due, the Supplier may, 30 days after a written request to the Customer with reference to this clause, withhold further provision of the Service until the Customer has paid all amounts due and outstanding.

11. Intellectual property rights

11.1 The Supplier and/or the Supplier's licensors hold all rights, including intellectual property rights, to the Service and any software included in the Service.

11.2 It is the Supplier's responsibility that the Customer's use of the Service does not infringe any copyright, patent or other intellectual property right. If the infringement relates to the use of an Application that is not a Third Party Application in a SaaS Service, the Supplier is only responsible under this clause 11.2 when the Customer uses the Application in Sweden or another agreed country. The Supplier undertakes to defend, at its own expense, the Customer against any claims or actions regarding infringement of a third party's rights due to the Customer's use of the Service. The Supplier shall also indemnify the Customer for any costs or damages that the Customer may become liable to pay as a result of a judgment or settlement. The obligation by the Supplier only applies if the Customer has notified the Supplier in writing of a claim or action within a reasonable time and the Supplier has sole control over the defence against such action and the sole right to negotiate any agreement or settlement. Where a third party alleges that the Customer's use of the Service infringes upon a third party's rights, the Supplier is responsible for obtaining any necessary rights or procuring other non-infringing software without any costs and as few operational interruptions as possible to the Customer or, if the infringement concerns an Application that is not a Third Party Application in a SaaS Service, amend it so that it no longer causes infringement, or terminate the Agreement

with 3 months' notice, in which case the Customer, during the notice period, is entitled to a deduction of the fee that corresponds to the reduction of the value of the Service as a result of the infringement. As concerns liability for infringement relating to the Customer's use of a Third Party Application in a SaaS Service, the provisions in clause 7.4 shall apply instead. Other than as stated in this clause, the Supplier is not liable towards the Customer for infringements of a third party's intellectual property rights.

11.3 It is the Customer's responsibility that the necessary rights to use the Customer's Software within the scope of the Service are in place. The Customer undertakes to defend, at its own expense, the Supplier against any claims or actions regarding infringement of a third party's rights due to use of the Customer's Software within the scope of the Service. The Customer furthermore undertakes to indemnify the Supplier against any costs or damages that the Supplier may become liable to pay as a result of a judgment or settlement. The undertaking by the Customer only applies if the Supplier has notified the Customer in writing of a claim or action within a reasonable time and the Customer has sole control over the defence against such action and the sole right to negotiate any agreement or settlement. Where a third party alleges that the use of the Customer's Software infringes upon the third party's rights, the Customer is responsible for obtaining any necessary rights. Other than as stated in this clause 12.2, the Customer is not liable towards the Supplier for infringements of a third party's intellectual property rights.

12. Customer´s Data

12.1 In the relationship between the Customer and Supplier, the Customer is the holder of all rights pertaining to Customer's Data. Unless otherwise follows from the Agreement, work in connection with transferring Customer's Data to the Customer during the term of the Agreement is an Additional Service.

12.2 The Customer is liable for, and shall indemnify and hold the Supplier harmless from and against, any infringement by Customer's Data of any third party right or any other non-compliance with applicable law.

13. Logs

13.1 f the Supplier keeps a log of the use of the Service the Supplier may only, unless the parties have agreed otherwise, use the data from the log as necessary to perform the Services, and if the log does not contain any personal data for development , to clarify misuse or analyse infringements as well as to provide information to public authorities or for statistical purposes. If data from the logs are used for statistical purposes, the data shall not contain Customer's Data or information to which a confidentiality obligation applies, so that the Customer or a person can be identified, and such statistical analyses shall not create personal data. The Supplier shall allow the Customer access to the data registered by the Supplier regarding the use of the Service pursuant to this clause.

14. Personal data

14.1 When processing personal data within the scope of the Service, the Customer is the data controller and the Supplier is the data processor. As data controller it is the Customer's responsibility that personal data is processed in accordance with applicable legislation. The Supplier undertakes that it will only process personal data in accordance with the Agreement and the Customer's written instructions. Where the requested action does not follow from the Agreement, the Supplier shall be remunerated for following the Customer's written instructions. The Supplier shall implement the agreed technical and organisational measures to protect the personal data. The Supplier shall be prepared to comply with any orders issued by any governmental authority in accordance with law in relation to any measures required to fulfil the stipulated security requirements pertaining to the Customer's personal data. Where the Supplier incurs extra costs for complying with amended security requirements, the Customer shall compensate the Supplier for any such costs. The Supplier shall immediately notify the Customer upon discovering any completed or attempted unauthorised access to, destruction of or amendment to the Customer's personal data.

14.2 The Supplier shall allow any inspections that a governmental authority may be entitled to require under law with regard to personal data processing. The Supplier may charge the Customer for any costs in connection with the implementation of such inspection.

14.3 When using a subcontractor who processes personal data (a "subprocessor"), the Supplier, as the Customer's representative, shall sign an agreement with the subprocessor, according to which the subprocessor, as data processor, undertakes towards the Customer to comply with the provisions of this clause 14. Where personal data will be transferred to a country outside of the EU/EEA, the Supplier shall ensure that the subprocessor signs the EU's standard agreement clauses for transferring personal data to a third country. The Supplier shall be entitled to sign the agreement as a representative of the Customer. Prior to using a subprocessor for the processing of personal data, the Supplier shall notify the Customer of the subprocessors it intends to use and which country personal data will be processed in. On the Customer's request, the Supplier shall send the Customer a copy of any agreements signed by the Supplier under this sub-clause 14.3.

14.4 Upon the expiry of the Agreement, the provisions of clause 22 shall apply in regard to personal data.

15. Security

15.1 Unless otherwise follows from the Agreement, the Supplier shall comply with its internal security regulations. The Supplier's internal security regulations shall be available on the website or other accessible place specified in the Specification. The Supplier may, after the conclusion of the Agreement, change the applicable security regulations in accordance with clause 5.

16. Confidentiality

16.1 Each party undertakes not to disclose, without the other party's consent, to a third party, during the term of the Agreement or for a period of three years thereafter, any information regarding the other party's business that may be considered a business or professional secret or which according to law is subject to a duty of confidentiality. Unless otherwise follows from law, the Supplier's pricing information or other information that a party specifies as confidential shall always be regarded as a business or professional secret. The confidentiality obligation does not apply

to information that the party can demonstrate has become known to the party other than through the project or which is publicly known. Furthermore, the confidentiality obligation does not apply when a party is required to disclose such information by law, court or government order or binding stock exchange regulations. Where a party is required to disclose information in such way, it shall notify the other party prior to disclosure.

16.2 A party shall ensure that confidentially is maintained as set out above by entering into confidentiality agreements with employees or taking other appropriate measures. A party shall also ensure that subcontractors and subcontractors' employees that participate in the performance of the project sign confidentiality obligations on equivalent terms.

17. Liability for the Service

17.1 In the event of a fault in the Service, the Supplier shall, if possible, remedy the fault with the urgency required by the circumstances.

If the Customer has not been able to use the Service in significant respects due to a fault in the Service, the Customer is also entitled to receive, for the period from the notification of the fault and during the time the fault persists, a reasonable reduction in the remuneration relating to the Service.

The Supplier is only liable for faults pursuant to sub-clause 17.1 if the Customer has notified the Supplier within a reasonable time after discovering the fault, and has stated and, if necessary, demonstrated, how the fault presents itself.

Where the fault is caused by the negligence of the Supplier, the Supplier is liable for damages, with the limitations set out in clause 18.

17.2 If the parties have agreed service levels for the Service, these shall be specified in the Agreement.

17.3 Specific terms and conditions for fault in the Application in a SaaS Service

As concerns faults in a Third Party Application in a SaaS Service, the provisions of clause 7.4 shall apply instead.

As concerns faults in a Application that is not a Third Party Application in a SaaS Service, the Customer is entitled to a reduction of the remuneration in accordance with clause 17.1. In this respect, the Supplier is liable in accordance with clause 17.1, fourth paragraph, if the fault is not remedied after the Customer has given the Supplier a final, reasonable deadline. Where the Customer has notified a fault, but no fault for which the Supplier is liable is deemed to exist, the Customer shall remunerate the Supplier for the service performed in accordance with the Supplier's from time to time applicable price list.

A fault in an Application that is not a Third Party Application means a deviation from functions and other requirements that follow from (a) the Specification regarding the Application; (b) product descriptions used by the Supplier for the relevant update, version or release of the Application; and (c) deviations from generally accepted standards for equivalent software. In the event of any conflict between (a), (b) and (c) they shall take precedence in the order stated.

17.4 Unless otherwise follows from the Agreement, the Supplier's liability for faults or non-performance of service levels does not include faults or defects caused by the circumstances set out below:

(a) Circumstances for which the Customer is responsible under the Agreement;

(b) Circumstances beyond the Supplier's area of responsibility for the Service;

(c) A virus or other security interference, provided that the Supplier has implemented security measures in accordance with any agreed requirements or, in the absence of such requirements, in accordance with professional standards.

17.5 If the parties have entered into an agreement regarding agreed service levels the Supplier is only liable, in the event of non-compliance with the agreed service levels, for a price reduction or liquidated damages in accordance with the terms and conditions of the agreed service levels. Where the parties have not specifically agreed such price reduction or liquidated damages, the Customer shall instead be entitled to a reasonable reduction of the remuneration in accordance clause 17.1. Other than as just stated, the Customer is not entitled to any damages or other compensation due to non-compliance of agreed service levels, other than in the event of intent or gross negligence.

17.6 The Customer may only invoke remedies under clause 17, if the Customer has notified the Supplier in writing to this effect no later than 90 days after the Customer became aware, or should have become aware, of the grounds for the claim.

18. Limitation of liability

18.1 If a party is prevented from fulfilling its obligations under the Agreement due to a circumstance beyond the party's control, including but not limited to lightning strike, labour dispute, fire, natural disaster, changes in regulations, governmental actions and/or a failure or delay in services provided by a subcontractor due to a circumstance stated herein, then this shall constitute a ground for release resulting in an extension of the deadline for performance and release from damages and other remedies. If the performance of the Service in substantial respects is prevented for a period exceeding two months due to a circumstance stated herein, either party shall have the right to terminate the Agreement in writing, without incurring any liability for compensation. When terminating the Agreement in accordance with this clause, clause 22 shall apply.

18.2 A party's liability for damages is limited, per calendar year, to a total sum equal to 15% of the annual fee for the Service in question. With regard to Additional Services, the Supplier's liability, per calendar year, shall be limited to the total amount of that Additional Service. A party is not in any event liable for loss of profit or other indirect damage. Furthermore, a party is not liable for the other party's liability towards a third party, other than as stated in clause 11 or, as regards the Customer's liability, under clause 12.2. The Supplier shall not be liable for any loss of data, except in respect of possible loss of data caused by the Supplier's negligence in performing its agreed commitments regarding backup copying. The limitation of liability in this clause 18.2 does not apply in the event of personal injury, liability in accordance with clause 11 and 12.2 or in the event of intent or gross negligence.

18.3 A party does not have the right to make a claim for damages, unless such claim is made within 6 months from the time the damage occurred.

19. Principles of business ethics

19.1 The Supplier undertakes to use principles of business ethics that comply with the IT&Telekomföretagen's basic principles on business ethics.

20. Term of Agreement

20.1 This Agreement takes effect when signed by the parties. The term of Agreement, extension period and notice period shall be specified in the Agreement. In the event a term of Agreement has been specified, the term is deemed to have started on the Actual Start Date. Unless the parties agree otherwise, either party may terminate the Agreement no later than 90 days before the expiry of the current Agreement term. Otherwise the agreement is extended each time by the agreed extension period. In the event that an Agreement term or extension period has not been not agreed, the Agreement continues to apply with a mutual notice period of 90 days. The Agreement expires at the calendar month end following the expiry of the notice period. Termination of the Agreement shall be made in writing.

21. Early Termination

21.1 Either party may terminate the Agreement:

(a) if the other party commits a significant breach of its obligations under the Agreement and does not remedy such breach within 30 days of a written notice that is addressed to the party in question and contains a reference to this clause; or

(b) if the other party enters into bankruptcy, initiates composition negotiations, is subject to a business reorganisation or is otherwise insolvent.

21.2 The terminating party may terminate the Agreement with effect from a certain date, which must not be later than three months after the notice of termination.

21.3 Termination shall only be valid if made in writing.

22. Winding up of the Service

22.1 Upon termination of the Agreement, a copy of the Customer's Data and, when applicable, the Customer's Software shall, on a request from the Customer that shall be made at the latest 60 days from the termination of the Agreement, promptly be returned to the Customer or to a person designated by the Customer, and any parts which exist electronically shall, if the Customer so wishes and to the extent reasonable, be submitted in electronic form in accordance with the Customer's instructions. After the expiry of such 60-day period, and unless otherwise is required by law, the Supplier may destroy such Customer's Data and the Customer's Software at the Supplier's premises, or in a different manner make it inaccessible to the Customer.

In order to achieve a transfer of the service that disrupts the Customer as little as possible, the Supplier shall, as an Additional Service and to a reasonable extent, assist the Customer if the Customer will provide an equivalent service to the Service, either itself or through another company designated by the Customer. After transferring the Customer's Data, or if the Customer has not requested such transfer, the Supplier shall, after the expiry of the 60-day period referred to in the previous paragraph, delete or anonymise the Customer's Data within a reasonable time but by not later than 12 months from the expiry of the Agreement. After expiry of the Agreement, the Supplier shall not process personal data contained in the Customer's Data for any purpose other than to delete or anonymise Customer's Data. The Supplier shall be entitled to reasonable remuneration for such work or any required investment in accordance with the Supplier's current price list. The Customer's obligation to pay for an investment only arises if the Customer requests such an investment

23. Notices

23.1 Notice of termination and/or other notices shall be sent by courier, registered post or electronic message to the other party's contact person at the address specified by such party. The other party shall be deemed to have received such notice:

(a) at the time of delivery, if delivered by courier;

(b) 5 days after dispatch, if sent by registered post;

(c) at the time the electronic message arrived at the recipient's electronic address, if sent by electronic message.

24. Assignment

24.1 The Agreement may not be assigned without the approval of the other party.

24.2 Notwithstanding the above the Supplier may assign the right to accept payment under the Agreement without the approval of the Customer.

25. Governing law, disputes

25.1 This Agreement shall be governed by Swedish law, without application of its conflict of laws principles.

25.2 Any disputes arising out of the Agreement shall be settled in the general courts.

Special Terms and Conditions for the Processing of Personal Data in conjunction with Cloud Services

These Special Terms and Conditions are intended to apply together with the General Terms and Conditions for Cloud Services issued by the Swedish IT and Telecom Industries if the supplier processes personal data on behalf of the customer in relation to the provision of such a service. Any processing of Customer Data that does not include the processing of personal data shall only be governed by the General Terms and Conditions for Cloud Services issued by the Swedish IT and Telecom Industries.

These Special Terms and Conditions constitute an appendix to the Agreement. These Special Terms and Conditions shall have precedence over any conflicting terms in the General Terms and Conditions for Cloud Services issued by the Swedish IT and Telecom Industries. The Agreement shall have precedence over any conflicting terms in these Special Terms and Conditions.

The customer is the controller of personal data and the supplier is the processor for the processing of personal data under these Special Terms and Conditions.

The parties shall ensure, before signing the Agreement which includes these Special Terms and Conditions, that the Appendix 'Specification of the Processing of Personal Data' has been correctly filled in. The Appendix 'Specification of the Processing of Personal Data' shall, among other things, specify the subject matter of the processing, the duration, nature and purpose of the processing, the type of personal data and categories of data subjects.

1. DEFINITIONS

Applicable Data Protection Legislation

'Applicable Data Protection Legislation' means, unless otherwise agreed separately, the General Data Protection Regulation, the Data Protection Act in Sweden and the binding regulations and decisions issued by the Data Protection Authority that apply to the processing of personal data under the Data Processing Agreement.

The Data Processing Agreement

These Special Terms and Conditions and the Appendix 'Specification of the Processing of Personal Data' together with any amendments to these that the parties have agreed upon in the Agreement.

The General Terms and Conditions

The General Terms and Conditions for Cloud Services issued by the Swedish IT and Telecom Industries that constitute an appendix to the Agreement.

Other terms

Terms with initial capital letters in these Special Terms and Conditions shall have the meaning specified in the General Terms and Conditions. Other terms in these Special Terms and Conditions shall be interpreted in accordance with Applicable Data Protection Legislation.

2. APPLICABILITY

2.1 The Data Processing Agreement becomes applicable from and including 25 May 2018, unless otherwise agreed between the parties, and thus replaces the General Terms and Conditions' terms regarding the processing of personal data (Clause 14 (Personal Data), and any references to and from this clause).

2.2 Clause 14 (Personal Data), and any references to and from this clause, in the General Terms and Conditions shall apply between the parties up until 25 May 2018, unless otherwise agreed.

3. PROCESSING OF PERSONAL DATA

3.1 Instructions

3.1.1 The customer is, in its capacity as controller of personal data, responsible for personal data being processed in accordance with Applicable Data Protection Legislation. The customer is responsible for the supplier not processing any categories of personal data other than those specified in the Appendix 'Specification of the Processing of Personal Data' and to the extent specified therein.

3.1.2 The supplier, and each person authorised to perform work on its behalf, undertakes to only process personal data in accordance with the customer's documented instructions, unless the supplier is obligated to process the personal data pursuant to Swedish or European legislation. In such event, the supplier shall inform the customer about this obligation before the processing begins, to the extent that this is permissible under applicable rules. Each party shall ensure that the other party is entitled to process contact details and any other personal data of employees if and to the extent that this is necessary to facilitate the performance of the Service.

3.1.3 Without limiting the scope of Sub-clause 3.1.2 above, the supplier may not process personal data for its own purposes or any purpose other than those stated in the Agreement. The supplier shall be entitled to process personal data for the purposes of providing, maintaining and delivering support in relation to the Service. The supplier shall also be entitled to process personal data for the purposes of developing and improving the Service, provided that this is expressly indicated by the Appendix 'Specification of the Processing of Personal Data'.

3.1.4 The Data Processing Agreement, including the Appendix 'Specification of the Processing of Personal Data', constitutes the customer's complete instructions for the processing of personal data under the Data Processing Agreement, with the exception of any written instructions that the custo-

mer is obliged to provide during the term of the Agreement in order to comply with Applicable Data Protection Legislation. Any other amendments shall be agreed separately. Any amendment that constitutes an amendment of the Appendix 'Specification of the Processing of Personal Data' shall be documented. The supplier shall be entitled to reasonable compensation for abiding by the amended written instructions. If the supplier notifies the customer within a reasonable time that the supplier cannot fulfil the customer's amended instructions for complying with Applicable Data Protection Legislation, the supplier shall not be bound by the amended instructions and the customer shall be entitled to terminate the Agreement for the Service affected in writing subject to a notice period of at least 30 but no more than 60 days. The supplier shall reimburse the customer for any charges paid for the period following expiry of the termination period.

3.2 Security measures

3.2.1 The supplier shall implement the organisational and technical measures required pursuant to Applicable Data Protection Legislation and those stated in the Appendix 'Specification of the Processing of Personal Data' and also those that may otherwise be stipulated in the Agreement in order to protect the personal data processed against personal data breaches (**'security measures'**).

3.2.2 When performing the Service, the supplier shall abide by the security measures specified in the Appendix 'Specification of the Processing of Personal Data' and as may be stipulated in the Agreement and otherwise its internal security regulations. After signing of the Agreement, the supplier may amend its internal security regulations in accordance with the terms of the Agreement, provided that the amendment is compliant with Applicable Data Protection Legislation.

3.2.3 The customer is responsible for ensuring that the security measures agreed in accordance with Sub-clause 3.2.1 complies with the customer's data security obligations pursuant to the Applicable Data Protection Legislation as regards the personal data processed. If the customer requests an amendment of the security measures,

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the same provisions as apply for the customer's instructions according to Sub-clause 3.1.4 shall apply to such a request. The provisions of Sub-clause 3.2.4 shall apply if the supplier requests amended security measures.

3.2.4 If the supplier discovers that the security measures agreed in accordance with Sub-clause 3.2.1 wholly or in part conflict with Applicable Data Protection Legislation, the supplier shall notify the customer in writing within a reasonable time and await the customer's written instructions on appropriate security measures as set forth in Sub-clause 3.1.4. In order to comply with Applicable Data Protection Legislation, the supplier is entitled to implement any reasonable and necessary security measures at the cost of the customer if the customer fails to provide new instructions within a reasonable time despite being asked to do so.

3.3 Reporting personal data breaches

3.3.1 The supplier shall notify the customer without undue delay after becoming aware of a personal data breach.

3.3.2 Taking into account the nature of the processing and the information that the processor has available, such a notification shall:

  a) describe the nature of the personal data breach and, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned,

  b) describe the likely consequences of the personal data breach, and

  c) describe the measures taken or proposed to be taken to address the personal data breach or mitigate its possible adverse effects.

3.3.3 Where, and insofar as, it is not possible to provide the information at the same time, the information may be provided in phases without further undue delay.

3.3.4 If the customer, in violation of Applicable Data Protection Legislation, does not inform the data subject of a personal data breach and the Data Protection Authori-

ty orders the supplier to do so in its stead, the customer shall compensate the supplier for the costs incurred by the supplier when complying with the Data Protection Authority's decision.

3.4 Sub-processors and transfers to third countries

3.4.1 Unless otherwise stated in the Agreement, the supplier shall be entitled to engage sub-processors within and outside the EU/EEA for the processing of personal data. The supplier shall ensure that sub-processors are bound by written agreements that impose the same obligations when processing personal data as those obligations laid down in the Data Processing Agreement. Where the sub-processor fails to fulfil its obligations under such a contract, the supplier shall remain fully liable to the customer for the performance of the sub-processor's obligations. By entering into this Data Processing Agreement, the customer accepts that personal data may be processed by the sub-processors, including group companies, specified in the Appendix 'Specification of the Processing of Personal Data' and in those countries stated in the same Appendix. 'Group companies' shall mean companies that at any given time control, are controlled by or are jointly controlled with the supplier.

3.4.2 The supplier shall notify the customer if the supplier intends to replace or engage a new sub-processor. The supplier shall then state the sub-processor's name and details of the location of the processing and, at the customer's written request, information about the processing activity to be undertaken by the sub-processor on behalf of the supplier. The customer shall be entitled to object to such changes in writing within 30 days of the supplier's notice. If the supplier still intends to replace or engage a new sub-processor despite the customer's objection, the customer shall be entitled to terminate the Agreement for the Service affected within 30 days of the supplier's notice of the change. Notice of termination shall be given in writing, and the notice period shall be at least 30 days but no more than 60 days. The supplier shall then reimburse the customer for any charges paid for the period after the expiry of the notice period. If the customer has a justifiable reason for its objec-

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tion, the supplier may not, for the Service affected, engage the new sub-processor for the processing of the customer's personal data during the customer's notice period. If the customer does not have a justifiable reason for its objection, the customer's notice shall be regarded as a premature notice of termination without cause, whereby the customer shall pay the compensation stated in the Agreement for such termination and otherwise an amount corresponding to 25% of the remaining monthly charges for the Service from the expiry of the notice period. A 'justifiable reason' shall in this Sub-clause mean circumstances on the part of the sub-supplier that significantly affect, or are likely to affect, the protection of the data subject's personal data, e.g. where the new sub-processor does not satisfy the requirements on processors in Applicable Data Protection Legislation.

3.4.3 The supplier shall ensure a legal ground for transfers of personal data to, or access from, a location outside the EU/EEA, for example by using the European Commission's standard contractual clauses for transfer of personal data to a third country or any provisions succeeding these. The supplier shall be entitled to enter into such standard contractual clauses with sub-processors on behalf of the controller.

3.5 Obligation to assist the customer

3.5.1 The supplier shall, in addition to the provisions of Sub-clause 3.2 (Security measures), implement appropriate technical and organisational measures in order to, at the customer's written request, assist the customer in fulfilling the customer's obligation to respond to the requests for exercising the data subject's rights laid down in Chapter III of the General Data Protection Regulation, such as transparency and modalities, information and access to personal data, rectification and erasure and the right to object and automated individual decision-making. The supplier shall only be required to perform its obligations as set forth in this Sub-clause insofar as it is possible and to the extent the nature of the processing requires it.

3.5.2 Taking into account the nature of processing and the information available to the supplier, the supplier shall also be obliged at the written request of the customer to assist the customer in ensuring compliance with the customer's obligations in respect of security for processing, personal data breaches, data protection impact assessments and prior consultation in accordance with Applicable Data Protection Legislation.

3.5.3 Unless otherwise agreed in writing, the supplier shall be entitled to reasonable compensation for the supplier's assistance in accordance with Sub-clause 3.5.

3.6 Disclosure of personal data

3.6.1 The supplier shall not disclose or otherwise reveal any personal data covered by the Data Processing Agreement to a data subject or third party, unless otherwise stated in the Agreement or required by law or a court or official authority's decision. In the event that the supplier must disclose such data due to law or a court or official authority's decision, the supplier shall notify the customer of the disclosure, unless this is prohibited by applicable law or a court or official authority's decision.

3.6.2 The supplier shall notify the customer without undue delay if a data subject requests information relating to the processing of its personal data under the Data Processing Agreement, and also refer the data subject to the customer. The supplier shall help the customer to respond to such enquiry in accordance with Sub-clause 3.5.

3.6.3 Pursuant to Applicable Data Protection Legislation, the supplier and its representatives are obliged to cooperate with the Data Protection Authority upon its request when the authority excercises its supvervisory powers. The supplier undertakes to notify the customer without undue delay about any enquiries from the Data Protection Authority or another supervisory authority that refer specifically to the processing of personal data under the Data Processing Agreement. The supplier shall not be entitled to represent the customer or act on the customer's behalf in case of any enquiries. The supplier shall be entitled to reasonable compensation for any requested cooperation that refers specifically to the processing of the customer's personal data and that is not a consequence of the supplier being in breach of its obligations under the Data Processing Agreement regarding the processing of personal data.

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4. AUDIT

4.1 The supplier shall make available to the customer all information necessary to demonstrate compliance with the Applicable Data Protection Legislation's requirements on processors and allow for and contribute to audits, including inspections, conducted by the customer or another auditor mandated by the customer. In the event that the customer wishes to conduct an inspection, the customer shall provide the supplier with reasonable prior notice and shall at the same time specify the content and scope of the inspection. The supplier may charge the customer for any reasonable costs incurred in conjunction with the audit.

4.2 The supplier shall immediately inform the customer if the supplier considers that information, including inspections, in accordance with Sub-clause 4.1, is not required or infringes Applicable Data Protection Legislation. An inspection may only be conducted if an audit cannot according to Applicable Data Protection Legislation be met by the supplier providing information.

4.3 A precondition for an audit under Sub-clause 4.1 is that the customer, or auditor mandated by the customer, has entered into necessary confidentiality undertakings and complies with the supplier's security regulations at the location where the inspection is to be performed, including that the inspection will be performed without any risk of it hindering the supplier's business or the protection of other customers' information. Information collected as part of the inspection shall be erased after the audit has been completed or when it is no longer needed for the purpose of the audit.

5. CONFIDENTIALITY

The supplier's processing of the customer's personal data under the Data Processing Agreement is covered by the confidentiality provisions included in the General Terms and Conditions.

6. REMUNERATION FOR WORK PERFORMED

In addition to what is otherwise stated in the Data Processing Agreement, the supplier shall be entitled to reasonable remuneration for complying with the customer's written instructions, provided that the action requested is not specified in the Agreement. If the supplier is entitled to remuneration for work performed, the price list applicable in the Agreement shall apply to such work and, in the absence of such, the supplier's current price list.

7. LIABILITY ACCORDING TO APPLICABLE DATA PROTECTION LEGISLATION

7.1 If the supplier becomes the party liable to pay damages to the data subject under Applicable Data Protection Legislation, and the customer was involved in the same processing that constitutes the ground for the data subject's claim, the customer shall reimburse the supplier for such part of the compensation that the supplier is according to law obliged to pay to the data subject that exceeds the compensation that the supplier is lawfully obligated to pay to the data subject if the supplier has not complied with the General Data Protection Regulation's obligations specifically directed to the supplier as processor or where the supplier has acted outside or contrary to the lawful instructions issued by the customer in its capacity as controller. The customer shall also reimburse the supplier's reasonable and proportional (in relation to the customer's responsibility) costs, including compensation for litigation costs that the supplier has become obliged to pay to the data subject, for defending itself against such claims.

7.2 If the customer becomes the party liable to pay damages to the data subject under Applicable Data Protection Legislation, and the supplier was involved in the same processing that constitutes the ground for the data subject's claim, the supplier shall reimburse the customer for such part of the compensation that the customer is according to law obliged to pay to the data subject that corresponds to the compensation the supplier is lawfully obligated to pay if the supplier has not complied with the General Data Protection Regulation's obligations specifically directed to the supplier as processor or where the supplier has acted outside or contrary to the lawful instructions issued by the customer in its capacity as controller and the supplier cannot prove that the supplier is not responsible in any way for the event giving rise to the damage. The supplier shall also reimburse the customer for its reasonable and proportional (in relation to the supplier's

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responsibility) costs, including compensation for litigation costs that the customer has become liable to pay to the data subject, for defending itself against such claims. The supplier's overall responsibility under the Data Processing Agreement in accordance with Sub-clause 7.2 is limited to an amount corresponding to 150% of the first 12 months' fees for the Service affected, except in the case of intent or gross negligence.

7.3 A Party's obligation to reimburse the other party under this Clause 7 shall survive the termination and expiration of the Agreement.

7.4 A party receiving a claim from a data subject shall within a reasonable time notify the other party in writing about such a claim when the party deems it likely that a claim against the other party as set forth in Sub-clauses 7.1 and 7.2 may be pursued, allow the other party to review the data subject's and the party's documentation in such proceedings and to provide its comments. No later than within six months from when the party became liable to pay damages to the data subject shall the party make a claim for reimbursement as set forth in Clause 7.

7.5 A party's liability for other types of damages than what is expressly governed by this Clause 7 shall be exclusively governed by the General Terms and Conditions.

8. TERM OF AGREEMENT AND MEASURES UPON TERMINATION OF THE AGREEMENT

8.1 The Data Processing Agreement is valid for as long as the supplier is processing personal data on behalf of the customer.

8.2 Upon the termination of the Agreement, the supplier shall, at the customer's request that shall be made no later than 60 days after the termination of the Agreement, unless the parties have agreed upon another time limit, and at the option of the customer delete or promptly return all personal data to the customer or to the party nominated by the customer, and the personal data available electronically shall, if the customer so requests, be submitted in electronic form in accordance with the customer's instructions, provided this is reasonable.

The supplier may delete existing copies following expiry of the above-mentioned period, unless Swedish or European legislation requires otherwise. After transferring the customer's personal data, or if no such transfer has been requested by the customer after the expiration of the period mentioned in the preceding paragraph, the supplier shall delete the customer's personal data within a reasonable time, but no later than within six months from the termination of the Agreement. After the termination of the Agreement the supplier must not process personal data for other purposes than to delete or protect the customer's personal data from personal data breaches, unless Swedish or European legislation requires otherwise. The supplier shall be entitled to reasonable compensation for any work as set forth in this Sub-clause 8.2 in accordance with the supplier's current price list. The supplier shall, upon request, provide written information about what measures have been taken in conjunction with the termination of the Agreement or, alternatively, confirm that the supplier has taken the measures required to comply with this Sub-clause 8.2.

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Appendix – Specification of the Processing of Personal Data in conjunction with Cloud Services and IT Infrastructure Services

Issued by IT&Telekomföretagen 2017

1. CONTACT DETAILS

	Supplier	Customer
Name and Reg. No.		
Representative		
Data Protection Officer, if any		

2. INSTRUCTIONS

2.1 Brief description of the Service and the purposes of the processing
State all purposes for which personal data are to be processed by the supplier:

2.2 Categories of personal data
State what personal data are to be processed by the supplier:

State what special categories of personal data are to be processed
by the supplier (if any):

2.3 Categories of data subjects
State what categories of data subjects the supplier will process personal data for
and to what extent:

2.4 Processing activities (storage, administration, combination of records, etc.)
State what processing will be performed by the supplier:

2.5 Location of personal data processing
State all countries where personal data may be stored and/or processed
by the supplier:

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2.6 Use for the purposes of improving the Service

If the supplier is entitled to process personal data 'for the purposes of developing and improving the Service', this shall be expressly stated in the following completed table.

Specification of the categories of personal data that may be used for the purposes of improving services that the customer has ordered (e.g.: name, address):
This personal data shall be obtained from the following processing activities that the supplier performs on behalf of the customer (e.g.: backup, storage, troubleshooting):
And may only be used by the supplier for the purposes of improving and/or developing the following kinds of service or categories of service ordered by the customer (e.g.: the supplier's error handling process):

3. SECURITY MEASURES

State all organisational and technical security measures that are to be implemented by the supplier (the supplier's internal security policy shall be available on the website or another accessible location stated in the Specification):

3.1.1 Physical access control

Measures to prevent unauthorised persons from gaining physical access to IT systems where personal data are being processed:

3.1.2 Access control for systems

Measures preventing unauthorised persons from using IT systems:

3.1.3 Access control for personal data

Measures to ensure that people authorised to use the IT system are only granted access to personal data in accordance with the persons' set access rights:

3.1.4 Access control during transfers

Measures to ensure that personal data cannot be read, copied, altered or deleted without authorisation when being transferred by electronic means or during transfer to or storage on storage units, including measures to ensure that the recipient can be identified and cleared when personal data are transferred by electronic means:

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3.1.5 Control of personal data entry
Measures to ensure that it can be subsequently reviewed and determined
if and by whom personal data was entered, altered or deleted in the IT system:

3.1.6 Accessibility checks
Measures to ensure that personal data are protected against accidental
destruction or loss:

3.1.7 Separation checks
Measures to ensure that personal data collected for different purposes
can be processed separately:

3.1.8 Retention rules
Measures to ensure that personal data are deleted during and after the term
of the Agreement when it is o longer necessary for the purposes for which
the personal data are processed:

During the term of the Agreement: as soon as possible and at the latest
within _____ from when the customer asked for the personal data
to be erased.

After the Agreement has ceased to apply: see Sub-clause 8.2 of the
Data Processing Agreement.

3.1.9 Security policy
State the supplier's internal security policy that applies to the processing
of personal data, or alternatively refer to the website or other accessible location
where the security policy is available:

3.1.10 Certifications, etc.
State any certification mechanisms or codes of conduct for data protection
that the supplier has been granted or has undertaken to comply with:

4. SUB-PROCESSORS APPROVED IN ADVANCE

The supplier is entitled to use the following sub-processors to process personal data under the Data Processing Agreement:

Name	Location of processing (country)

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SUB-PROCESSORS APPROVED IN ADVANCE

Name:	Amazon AWS (Amazon Web Services EMEA SARL)
Location of processing:	Ireland
Purpose of processing:	Storage and provisioning of the Service.
Precautions for transfers outside EU/EES:	N/A
Sub-Processing Agreement:	On request.

Name:	BankID (Finansiell ID-Teknik BID AB)
Location of processing:	Sweden
Purpose of processing:	Provisioning of the Service.
Precautions for transfers outside EU/EES:	N/A
Sub-Processing Agreement:	On request.

Name:	Heroku (SFDC Ireland Limited)
Location of processing:	Ireland
Purpose of processing:	Storage and provisioning of the Service.
Precautions for transfers outside EU/EES:	N/A
Sub-Processing Agreement:	On request.

Name:	Assently (Assently AB)
Location of processing:	Sweden
Purpose of processing:	E-signing of documents.
Precautions for transfers outside EU/EES:	N/A
Sub-Processing Agreement:	On request.

Namn:	Coralogix (Coralogix LTD)
Location of processing:	Ireland
Purpose of processing:	Search in structured logs.
Precautions for transfers outside EU/EES:	N/A
Sub-Processing Agreement:	On request.

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