

## General Terms & Conditions for internet services

### 1. General

1.1 These General Terms & Conditions for internet services apply to any and all subscriptions of internet services which a Customer purchases from WSP Natliken, below "Natliken".

1.2 In addition to these General Terms & Conditions the parties may agree upon further provisions in a contract including specification of service. All of the said documents are in the following collectively referred to as "the Agreement".

1.3 These General Terms & Conditions shall also apply to any consulting services that the Customer purchases in connection with internet services, unless the parties agree otherwise with regard to the extent of the consulting services.

1.4 In case of conflict, any contract entered into by the parties shall take precedence over these General Terms & Conditions.

### 2. Providing the internet service

2.1 Natliken shall provide the internet service(s) that the Customer has purchased according to such specification as has been appended to a contract or which has been incorporated by way of an online purchase, below "the Service".

2.2 Unless otherwise agreed, the subscription period is 12 months. Unless the Service has been cancelled at the latest three (3) months before the expiry of the current subscription period, the agreement is automatically prolonged by another twelve (12) months with the same notice period. In case of prolongation, the agreement shall be subject to Natliken's terms and prices in force at the time of prolongation. Cancellation shall be made in writing (letter or email).

2.3 Natliken may grant the Customer right to a trial subscription, according to which the Customer is given access to the Service during a limited time and free of charge in order to familiarise himself with its content. The trial subscription runs for an agreed period and expires without need for notice. The Customer's use of the Service during the trial period is subject to these General Terms & Conditions in relevant parts, except for articles 3 and 8.

### **3. Subscription fee and payment terms**

3.1 If the subscription fee has not been stated in a contract or specification, the Customer will be charged the currently applicable fee for the Service according to Natlikan's price list. Natlikan is always entitled upon issuing a new annual invoice to adjust its fees according to changes in the Consumer Price Index, KPI, published by Statistics Sweden.

3.2 All prices are subject to VAT.

3.3 Natlikan will invoice the Customer the subscription fee for the Service once per year in advance. Invoices are payable within thirty (30) days from the date of invoice. Overdue payment will be subject to penalty interest according to the Interest Rate Act (1975:635).

3.4 Consulting services are not included in the subscription fee and are invoiced on an hourly basis according to Natlikan's price list applicable at all times, unless the parties have made another price arrangement.

### **4. Availability**

Natlikan shall ensure that the Customer's access to the Service is maintained during the subscription period. However, Natlikan may, without notice, wholly or partly suspend the Customer's access to the Service during brief periods for maintenance and similar purposes.

### **5. Confidentiality**

Each party undertakes not to disclose information received from the other party which has been designated as confidential or which is otherwise obviously to be considered as a trade secret. However, a party is entitled to disclose information to an official authority due to request by law and to its legal counsel, public accountant or other consultant who are in turn bound by secrecy towards that party.

### **6. Rights to the Service**

6.1 Any and all intellectual property rights related to the Service and to Natlikan's website belongs to Natlikan and/or, as the case may be, to its partners.

6.2 The Agreement gives the Customer a non-exclusive right to use the Service for the subscription period. This right is limited to the number of individual users employed by the Customer as stated in the Agreement.

6.3 The Customer has the right to use the Service in the intended manner by using a computer or other communication device to search, read and print

copies of the information provided by Natlikan and, as the case may be, handle information in other ways as well as transfer and store information on the Customer's digital storage device. Information from the Service may, unless otherwise agreed, only be used in the Customer's internal business operations, meaning that the Customer must not make information available or transfer it to third parties, whether in digital or printed form, or in any other way allow third parties access to the Service.

6.4 The Customer shall ensure that none of its employees use the Service to spread malicious code to Natlikan's servers or handle information that is illegal or otherwise can be regarded as offensive.

Although Natlikan has undertaken all reasonable measures to ensure that the contents of the Service are correct and updated, and that the server which hosts Natlikan's website is free of program defects and malicious code, Natlikan cannot guarantee that the Service is fault free at all times. Natlikan accepts liability only for direct damage caused by its negligence up to a maximum amount corresponding to 50 % of the previous 12 months' fees for the Service, or if the Service has not been provided for 12 months, an estimated 12 months' fees. Natlikan shall not be liable for lost profit, reduced turnover, production standstill or other indirect damage or loss related to the use of the Service except in case of intent or gross negligence.

## **7. Premature termination**

7.1 Each party is entitled to terminate the Agreement with immediate effect if

- the other party commits a substantial breach of this Agreement and (if remedy is possible) fails to remedy the breach within thirty (30) days of a written notice thereof referring to this paragraph, or
- the other party enters into bankruptcy or reconstruction proceedings, cancels payments, enters into liquidation or may otherwise be considered insolvent.

7.2 The Customer is entitled to terminate the Agreement with thirty (30) days' notice if Natlikan substantially alters the Service according to Article 10.

7.3 If Natlikan terminates the Agreement prematurely, Natlikan is entitled to compensation corresponding to the prepaid subscription fee collected by Natlikan for the Service and for the remaining Agreement period.

7.4 Regardless of the cause of termination, the provisions in Article 5, 6, 7 and 12 in these General Terms & Conditions shall continue to apply between the parties.

## **8. Force majeure**

8.1 If a party is prevented from fulfilling his obligations due to circumstances beyond that party's control which he could not reasonably have been expected to consider at the time of entering into this Agreement and the consequences of which he could not reasonably have avoided or overcome, such circumstances shall release that party from liability and entitle him to postponement of the time for performance.

8.2 If a party finds that a circumstance mentioned in Article 9.1 has occurred, he shall without delay inform the other party in writing.

8.3 If performance under the Agreement is substantially delayed for more than two (2) months due to a circumstance stated in Article 9.1, either party may cancel the Agreement in writing.

## **9. Changes and amendments; contact information**

9.1 Natlikan is entitled during the Agreement period to make such changes or modifications to the Service as are necessary due to technical development, mandatory laws or similar circumstances. If any such change would alter the Service substantially to the detriment of the Customer, the Customer may terminate the Service prematurely according to Article 8.2.

9.2 The Customer undertakes to keep his own contact information updated (e.g. company or personal identification number, individual contact person and email address).

## **10. Assignment of the Agreement**

10.1 The Customer may not assign his rights or obligations under this Agreement to a third party without Natlikan's prior written agreement.

10.2 Natlikan may assign, wholly or partly, its rights and obligations under this Agreement to another company within the same company group.

## **11. Dispute**

11.1 Any dispute between the Customer and Natlikan regarding the interpretation or application of this Agreement shall if possible be settled through negotiation.

11.2 Failing a settlement by negotiation, the dispute shall be tried by the District Court of Stockholm according to Swedish substantive law.