

General Terms and Conditions

1. GENERAL

These general terms and conditions (the "**Terms**") shall apply to the Agreement entered into between the Supplier and the Customer regarding the use of the Software. The Terms constitute a schedule to the Subscription Agreement and form an integral part of the Agreement.

2. DEFINITIONS

The following capitalized terms shall have the meanings set forth below:

"**Affiliate**" means any company directly or indirectly controlling, under common control or controlled by the Customer and shall include any legal entity that is directly or indirectly controlled by, or that is under common control by a company within the same group as the Customer or a legal entity controlled by it. "Control" means ownership of at least 50% of the voting rights in a legal entity or the power to direct the management of a legal entity or control the composition of its board of directors.

"**Agreement**" means the Subscription Agreement and all of its schedules, including these Terms.

"**Annual Subscription Fee**" means the subscription fee payable by the Customer for using the Software during the Subscription Period and subject to these Terms.

"**Business Day**" means Monday to Friday, except public holidays in Australia.

"**Business Hours**" means Monday to Friday 09.00 – 17.00 AET except on public holidays in Australia.

"**Confidential Information**" shall have the meaning ascribed to it under section 12.1.

"**Consultancy Services**" shall have the meaning ascribed to it under section 4.

"**Customer**" means the party defined as "Customer" in the Subscription Agreement.

"**Force Majeure Event**" shall have the meaning ascribed to it under section 11.

"**Initial Subscription Period**" means the period set out in the Subscription Agreement.

"**Maintenance**" means Supplier's maintenance services provided in relation to the Software as further described in section 5.

"**Party/Parties**" means the Supplier or the Customer individually and the Supplier and the Customer jointly.

"**Prolonged Subscription Period**" means the period set out in the Subscription Agreement.

"**SCC**" shall have the meaning ascribed to it under section 18.2.

"**SLA**" means the service level agreement regarding Maintenance and Support services to be provided by the Supplier and as applicable from time to time.

"**Software**" means the ExFlow product as set out in the Subscription Agreement.

"**Software License**" means the license granted by the Supplier relating to the Software in favor of the Customer as further described in section 3.

"**Subscription Agreement**" means the subscription agreement signed by the Supplier and the Customer as part of this Agreement.

"**Subscription Period**" means the Initial Subscription Period or the Prolonged Subscription Period (as applicable), i.e. the period of time when the Customer may use the Software as set out in the Agreement and subject to the duly payment of Annual Subscription Fees and these Terms.

"**Supplier**" means the party defined as "Supplier" in the Subscription Agreement.

"**Support**" means the services provided within the scope of 1st level support services as detailed in the SLA.

"**Technical Specification**" means the technical description of the Software and the technical requirements for using the Software applicable from time to time.

3. LICENSE

3.1 The Supplier grants a non-exclusive software license in favor of the Customer and any Affiliates to use the Software for internal business purposes during the Subscription Period and subject to these Terms.

3.2 The Software License shall be limited to (i) one (1) Microsoft Dynamics instance/database (production environment), and (ii) the number of invoices per year as specified in the Subscription Agreement. The Customer shall not use the Software in a way that circumvents such contractual usage limits. Should the Customer's use of the Software exceed the agreed number of invoices as specified in the Subscription Agreement, the Customer undertakes to inform the Supplier without undue delay of such overuse. The Supplier reserves the right to recalculate and increase the Annual Subscription Fee payable by the Customer based on such overuse.

3.3 The license granted herein includes a right to use the Software in the Customer's test environment, UAT environment or any other environment for testing purposes prior to the commencement of and during the Subscription Period. As of the commencement of the Subscription Period, the Customer shall be entitled to use the Software in its production environment, with the limitations set forth in section 3.2 above.

3.4 The Customer may not use, copy, transfer or otherwise dispose of the Software, or parts thereof, except as expressly permitted by this Agreement. The Customer may under no circumstances alter, develop, reverse engineer or make additions to the Software.

3.5 Any reference to the Customer's obligations in the Agreement shall be construed as to include Affiliates as well. The Customer acknowledges and agrees that the Customer shall remain liable for any act or omission of an Affiliate within the scope of the Agreement.

3.6 Where a right is granted to Customer under the Agreement to access and use Software, such a right shall be deemed to include Customer's Affiliates. The Customer shall at all times remain as the Supplier's sole counterparty with respect to the Agreement and any rights and obligations laid down thereunder.

4. CONSULTANCY SERVICES

The Supplier may from time to time, at the Customer's request, carry out custom services and developments which are specific for the needs and requirements of the Customer ("**Consultancy Services**"). Such Consultancy Services may include go-live assistance, project management, change requests, installation of the Software on multiple Microsoft Dynamics instances, educating the Customer's employees and other similar services related to the Software. The Parties shall agree on the scope of the Consultancy Services and, unless otherwise agreed between the Parties, any such Consultancy Services shall be invoiced separately by the Supplier on a time and material basis at a price specified in the Subscription Agreement. The price set out in the Subscription Agreement applies during the Initial Subscription Period.

5. MAINTENANCE

Subject to what is set out in the SLA, Maintenance services to be provided by the Supplier includes standard maintenance such as continuous bug fixes, error corrections, and rectification of other defects brought to the Supplier's attention and other services related thereto as further set out in the SLA.

6. PRICE AND PAYMENT

6.1 Unless agreed otherwise, invoices are payable within thirty (30) days from the date of the invoice.

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- 6.2 In the event of late payment, the Supplier shall be entitled to charge interest corresponding to one (1) percent of the due amount per calendar month or the maximum amount permitted by applicable law.
- 6.3 If the Customer has not paid one or more undisputed invoices in full as set out in section 6.1 and such late payment lasts for more than thirty (30) days after the date of the Supplier's written reminder of due payment, the Supplier shall be entitled to suspend the Software License. Where the Customer fails to make payment within thirty (30) days after the Supplier has suspended the Software License, pursuant to this section 6.3, the Supplier shall be entitled to terminate the Agreement (including the then current Subscription Period notwithstanding anything to the contrary in the Subscription Agreement) by giving the Customer seven (7) days' written notice thereof and the Supplier shall be entitled to claim compensation for any direct losses incurred, provided that the Supplier has made all reasonable efforts to mitigate such losses. Unless the Customer has notified the Supplier in writing of any objections to an invoice within ten (10) days from the Customer's receipt of such invoice, the invoice shall be regarded as undisputed.
- 6.4 The Supplier will invoice the fees for any Consultancy Services provided to the Customer at the end of the calendar month during which the relevant Consultancy Services have been performed.
- 6.5 During a Prolonged Subscription Period the price for the Consultancy Services may from time to time be amended by the Supplier. The Supplier will notify the Customer in writing at latest three (3) months in advance of any such amendments.
- 6.6 Where the Supplier is performing services at the Customer's premises, the Supplier will charge the Customer for reasonable travel expenses and travel time. The Supplier's fee for travel time shall be equal to fifty (50) percent of the hourly rate for Consultancy Services. Travel time compensation is only applicable if the Customer's premises are located outside Sydney CBD.
- 6.7 Any information or requirement necessary to invoice the Customer and not listed in section 7 of the Subscription Agreement, including purchase order numbers, shall be provided immediately by the Customer. The Customer shall only be entitled to refuse a payment or otherwise postpone a payment of an invoice due to an invoice not containing required information if such required information has been agreed upon and provided to the Supplier in accordance herewith. Any terms or conditions included with e.g. a purchase order or similar shall not apply unless included under section 4 of the Subscription Agreement. The purchase order number provided by the Customer shall be applicable during the entire term of the Agreement and may not be amended by the Customer. However, the Customer may, if strictly necessary, use separate purchase order numbers for the Annual Subscription Fee and Consultancy Services.

7. INTELLECTUAL PROPERTY

- 7.1 The Supplier grants to the Customer, during the Subscription Period, the right to use the Software in accordance with its respective instructions and specifications. The Customer undertakes to use the Software under the Customer's continued control in accordance with these Terms and solely in a manner that complies with all applicable laws, including, but not limited to applicable restrictions concerning copyright and other intellectual property rights.
- 7.2 The Customer acknowledges that the Supplier's parent company SignUp Software AB is the sole and exclusive owner of the Software and that the Supplier is entitled to license the Software on SignUp Software AB's behalf. No intellectual property rights to the Software shall transfer to the Customer. Any intellectual

property rights vested in e.g., (without limitation) any software, drawings, technical solutions, documentation, materials resulting from any development of the Software shall be owned by and the sole property of SignUp Software AB. During the Subscription Period, the Customer is granted a non-exclusive, non-sublicensable and non-transferrable license to use the result of such developments in the Software.

- 7.3 The Customer shall be and remain fully responsible for taking all appropriate measures to protect the Customer's own devices, IT and production environment, software and data against any loss and impairment.
- 7.4 These Terms also apply to any and all updates, enhancements, maintenance releases, patches, bug fixes, supplements, amendments, modifications and services with respect to the Software or bundled with the Software, if any, unless other terms accompany those updates, enhancements, maintenance releases, patches, bug-fixes, supplements, amendments, modifications and services.
- 7.5 The Customer shall own all right, title and interest in and to all of the data pertaining to the Customer, including if processed by the Supplier on the Customer's behalf for the purpose of using the Software or facilitating the Customer's use of the Software.

8. AUDIT

The Supplier shall be entitled to, twice per calendar year, contact the Customer for the purpose of making an audit of the Customer's compliance with the Agreement. Such audits shall be carried out by the Customer, at the request of the Supplier, using the "audit feature" of the Software which generates a summary report of the Customer's use of the Software including information regarding the total number of invoices processed using the Software. Such a summary report shall then be sent by email to the Supplier to an email address provided by the Supplier or as otherwise instructed by the Supplier.

9. WARRANTIES AND LIMITATIONS OF LIABILITY

- 9.1 The Supplier warrants that the Software will meet the requirements set forth in the Technical Specification.
- 9.2 The Customer acknowledges that the Software is a standard product and is delivered "as is" and, except as expressly stated in the Agreement, the Supplier leaves no warranties or representations, whether expressed or implied to the Customer with regard to the Software and expressly disclaims any liability, including but not limited to, functionality, fitness for purpose, loss of data, or freedom from errors and bugs.
- 9.3 The Supplier does not warrant that the Software will function together with third party products unless specified in the Technical Specification, however, the Software will at all times function together with the Enterprise Resource Planning (ERP) solution which the Software is designed for and which is supported by its supplier. The Supplier disclaims all liability and indemnification obligations for any harm, damages or other liability caused by any third party product used in connection with the Software.
- 9.4 The Supplier's liability under the Agreement shall be limited to direct damages and shall not include any loss of profits, loss of use, loss of data, indirect or consequential damages of any kind. The liability of the Supplier shall under no circumstances exceed an aggregated amount equal to one time (1x) the Annual Subscription Fee payable by the Customer under the Agreement. The provision of this section 9.4 shall not limit the Supplier's liability under section 10.

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- 9.5 The provisions of this section 9 apply to the maximum extent permitted by applicable law. To the extent permitted by law, a Party's liability to the other Party under or in connection with this Agreement is reduced to the extent, if any, to which the other Party's acts or omissions cause or contribute to its own loss or damage. The limitations and exclusions of liability apply regardless of the basis on which such liability arises, whether in contract, breach of statutory duty, tort (including negligence), in equity or under statute.

10. INDEMNITY

- 10.1 The Supplier agrees to indemnify the Customer against third party claims that the Customer's use of the Software, or part thereof, infringes such third party's intellectual property rights. The Supplier's obligation under this section 10 is subject to the Software being used in accordance with the terms and conditions set out in this Agreement.
- 10.2 The Supplier's obligation to indemnify the Customer under this section 10 shall only apply provided that the Customer i) without undue delay notifies the Supplier in writing of the claims brought against the Customer, ii) allows the Supplier the sole control of the defense and to solely decide on all related settlement negotiations, and iii) acts in accordance with the Supplier's instructions and, at the Customer's own expense, cooperates and assists the Supplier to the extent reasonably requested by the Supplier.
- 10.3 Subject to sections 10.1 and 10.2, the Supplier shall indemnify the Customer for such damages, liabilities, costs or expenses as are awarded in a final judgement or in a settlement which has been approved by the Supplier in writing.
- 10.4 If the Software constitutes an infringement of third party intellectual property rights and the use of the Software is prevented or restricted due to such infringement, the Supplier shall at its own expense and option:
- i) Procure the licenses necessary for the Customer's continued use of the Software;
 - ii) Replace the infringing Software or part thereof with equivalent software;
 - iii) Amend the Software in a way that the Software ceases to infringe third party intellectual property rights; or
 - iv) If neither of the above listed options are possible, terminate the Agreement with immediate effect and refund any prepaid fees.
- 10.5 This section 10 constitutes the entire liability of the Supplier, and the Customer's sole and exclusive remedy, with respect to any third party claims of infringement of intellectual property.
- 10.6 The Customer shall fully indemnify and hold harmless the Supplier against any and all damages and losses resulting from any: (i) gross negligence, fraud or willful misconduct on the part of Customer; (ii) material breach of these Terms, being a breach of section 3, 7, 8, 9, 10, 11, 13 or 14; and/or (iii) breach of any law applicable to the Customer's use of the Software and/or Consultancy Service.

11. FORCE MAJEURE

If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed due to circumstances beyond the reasonable control of such Party such as, lightning, labor disputes, fire, acts of war, requisition, seizure, currency restriction, riots and civil disorders, shortage of means of transportation, shortage of goods, amendments to regulations issued by governmental authorities, intervention of authorities or defects and/or delays in delivery of a Party's sub-suppliers due to the circumstances here stipulated

(each, a "**Force Majeure Event**"), then the non-performing Party shall be excused from any performance of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other Party. The non-performing Party is, however, always obligated to mitigate the effects of the Force Majeure Events.

12. CONFIDENTIALITY

- 12.1 Each Party undertakes not to disclose to any third party details of the Agreement or information regarding the other Party or its business activities or information regarding the Software which may be deemed as business or professional secrets ("**Confidential Information**"), without the other Party's express written consent. Information which the Party states to be, or is by its nature, business or professional secrets shall always be deemed to be Confidential Information.
- 12.2 The confidentiality obligation under this section 12 shall not apply to Confidential Information which:
- i) Is already known by the receiving Party when received;
 - ii) Is or has become public knowledge other than by breach of this Agreement;
 - iii) Is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - iv) Is to be made publicly available due to a court order, a decision by a public authority or as otherwise required by mandatory law.

13. ASSIGNMENT

Neither Party may assign this Agreement or the rights and obligations hereunder to any third party without the prior express written approval of the other Party, except where otherwise expressly stated herein, such approval shall not be unreasonably withheld. The Supplier shall, however, be entitled to assign the Agreement and the Supplier's rights and obligations thereunder to an entity within the same company group as the Supplier.

14. WAIVER

No waiver by either Party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

15. SEVERABILITY

If any term, section or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, section or provision and such invalid term, section or provision shall be deemed to be severed from the Agreement.

16. NOTICES

- 16.1 Any formal notice required to be given by either Party under this Agreement shall be in writing and may be delivered by courier or sent by registered letter to the Parties on the addresses provided in the Subscription Agreement.
- 16.2 Notice shall be deemed to be given:
- i) If sent by courier – on the day of delivery to the receiving Party; and
 - ii) If sent by registered letter – three (3) Business Days after posting.

17. TERM AND TERMINATION

- 17.1 This Agreement comes into force and shall remain valid for the period set forth in the Subscription Agreement.
- 17.2 Either Party may terminate the Agreement with immediate effect by giving written notice where:
- i) the other Party has committed a material breach, or persistent breaches that together are considered material, of the Agreement and, where rectification is possible, has not rectified such breach(es) within thirty (30) days after the other Party's notification of such material or persistent breach(es); or
 - ii) the other Party is wound up or if a trustee in bankruptcy or insolvency, liquidator, receiver, or manager on behalf of a creditor is appointed or if circumstances arises which would entitle the court or a creditor to make a winding-up order, or if it otherwise is likely that the other Party is insolvent.
- 17.3 In addition to this section 17.3, the Supplier shall be entitled to terminate the Agreement where the Customer fails to pay the Annual Subscription Fee as set out in section 6.3.

18. APPLICABLE LAW AND DISPUTE RESOLUTION

- 18.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Australia without regard to its choice of law principles.
- 18.2 To the maximum extent permitted by applicable law, any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. If you live in Australia, the parties will endeavor to minimize the need for long distance travel through the use of telephonic communications and will agree on a reasonable location, in the event Sweden is an inappropriate forum for arbitration.