



General Terms and Conditions

These General Terms and Conditions govern the Supplier's and the Customer's rights and obligations in connection with the use of services and materials provided on ibinder.com, byggnet.com, sundahus.se, reqs.se and avima.se, respectively.

§1 Definitions

“**General Terms and Conditions**” shall be understood as meaning these General Terms and Conditions.

“**Agreement**” shall be understood as meaning the agreement regarding the Service entered into between the Parties on the Website or by separate agreement and governed by these General Terms and Conditions.

“**The Website**” shall, in the cases of iBinder AB (corporate identity number 556573-1592) and iBinder Sverige AB (corporate identity number 556904-2574) be understood as meaning, ibinder.com; in the case of Byggnet Sverige AB (corporate identity number 559291-4112) as byggnet.com; in the case of SundaHus i Linköping AB (corporate identity number 556404-1373) as sundahus.se; in the case of REQS System AB (corporate identity number 556615-6757) as reqs.se; and in the case of Avima AB (corporate identity number 556523-5917) as avima.se.

“**The Customer**” shall be understood as meaning the party that has entered into the Agreement with the Supplier.

“**The Customer's Data**” shall be understood as meaning data, drawings and other information or documentation that the Customer uploads, stores, adapts or otherwise processes on the Supplier's servers within the scope of the Service.

“**The Supplier**” shall be understood as meaning the company within the iBinder AB Group that, in its capacity as supplier of the Service, has entered into the Agreement with the Customer.

“**Party**” shall be understood as meaning either the Supplier or the Customer and “the Parties” shall be understood as meaning both the Supplier and the Customer.

“**The Service**” shall be understood as meaning the software application(s) that the Supplier provides to the Customer through various types of subscriptions.

§ 2 User licence

The Agreement is entered into by the Customer and the Supplier signing it separately, or by the Customer calling off the Service on the Website.

If the Customer is offered, by another customer, use of a product for which that customer has been granted a user licence by the Supplier, the Supplier grants a non-exclusive, non-transferable and limited-period licence to the Customer for use of the product to which that offer relates. Such a licence shall expire no later than on expiry of the underlying user licence for the product concerned. These General Terms and Conditions shall, to the extent applicable, govern the Customer's licence to use such Product in accordance with this clause.

If the Service enables the Customer to order distribution of information, a separate distribution agreement shall be entered into between the Customer and the distributor concerned. The Supplier bears no liability

in connection with any such agreement entered into between the Customer and any such distributor, or for the fulfilment of such agreement.

§ 3 Quality of the service

The Service is a “Software as a Service” (SaaS) and applications for use of the Service are provided by the Supplier to the Customer via the Internet.

Planned outages shall normally take place at weekends or on working days between 20:00 and 06:00 CET. The Supplier shall notify the Customer of any planned outage no later than two days before the planned outage by posting a notice on the login page of the Website or by other suitable means. Planned outages of the Service may occur up to twelve times a year, but no planned outage may exceed six hours.

Unplanned outages shall be understood as meaning interruptions in which the Service is not available to the Customer but which could not have been foreseen or notified in advance by the Supplier. The Supplier shall be authorised at all times and without delay to take any measures required for operational or safety reasons.

In the event of a fault in the Service, the Supplier shall remedy the fault with the urgency that the circumstances allow. If the Customer identifies any fault in the Service, the Customer shall notify the Supplier accordingly without delay.

The Supplier's liability for faults and non-compliance with agreed service levels does not apply to faults or shortcomings arising from the following circumstances:

- (a) circumstances for which the Customer is liable under the Agreement,
- (b) circumstances beyond the Supplier's control in connection with the Service; or
- (c) viruses and other security-related attacks, provided that the Supplier has taken precautions in accordance with agreed requirements or, if no such requirements have been agreed, that the Supplier has taken the necessary precautions in a professional manner.

§ 4 Customer's Data

The Supplier undertakes to maintain a high level of security to prevent unauthorised access to the Customer's Data.

The Supplier shall ensure that the Customer's Data are backed up at least once every 24 hours and that the backups are stored in an adequate manner for 30 days.

The Supplier and its subcontractors may only use the Customer's Data for purposes related to the provision of the Service. The Customer retains all rights to the Customer's Data.

The Supplier has the right to delete the Customer's Data:

- (a) on expiry of the Agreement,
- (b) if the Customer fails to meet its obligations under the Agreement,
- (c) if the Supplier finds or has reasonable grounds to believe that the Customer has processed information in a manner that constitutes an infringement of another's copyright or other intellectual property rights or that can otherwise be considered irresponsible or unethical; or
- (d) if the Customer fails, in any way other than as described in paragraph (c) above, to comply with Swedish or other legislation applicable to the information processed within the scope of the Service or on the Website.

The Supplier is entitled to transfer information from the Website to another data medium if required to do so for technical reasons. Stored information may be retrieved at the Customer's request, in which case

such will be charged in accordance with the applicable price list or as agreed between the Parties.

§ 5 Confidentiality

Each Party undertakes to adequately protect Confidential Information belonging to the other Party that it receives, and observing at least the same requirements for care as it applies to its own confidential information. “**Confidential Information**” shall be understood as meaning all information and data of a confidential nature, including the Agreement and documentation relating to the Service and information about the Parties’ respective businesses, provided by a Party to the other Party in connection with the Agreement. The Parties undertake not to disclose or use Confidential Information other than as set out below. Confidential Information may only be disclosed to those directors, employees, consultants and partners who must have access to such information to enable the Service to be provided or used and to enable the Party’s obligations under the Agreement to be fulfilled. If Confidential Information is provided to any such director, employee, consultant or partner, the Party providing the information shall ensure that the recipient of the information is bound by confidentiality obligations that in all material respects are equivalent to those set out in the Agreement. A Party’s obligation to observe confidentiality as set out above shall not apply to the disclosure or use of Confidential Information where the Party can demonstrate (a) that the Party was already in lawful possession of the information before it was received from the other Party, without any obligation to keep it secret, (b) that the Party has subsequently obtained access to the information from a third party who was not under an obligation to keep it secret, (c) that the information has become publicly available without breach of this confidentiality undertaking, or (d) that the information is required to be disclosed by the Party by reason of any government decision, court order, law or regulation to which that Party is subject or by which it is bound, or by reason of any stock exchange or other marketplace rules applicable to the Party or its affiliates. A Party shall without delay notify the other Party upon becoming aware of any unauthorised use or disclosure of Confidential Information. This confidentiality agreement is valid for the duration of the Agreement and for a period of five (5) years thereafter. However, unless otherwise agreed, the Supplier is entitled to identify the Customer as a customer of the Supplier in connection with sales or marketing, irrespective of the medium concerned. In connection with such activities, the Supplier is also entitled to use the Customer’s trade mark/logo.

§ 6 Processing of personal data

The Supplier is entitled to obtain the personal data from the Customer that are necessary to enable the Supplier to fulfil its obligations under the Agreement.

The Supplier is entitled to change identification codes and other user-related information if the Supplier deems it necessary for operational or security reasons.

If personal data relating to the Customer are to be processed by the Supplier in connection with the Service, the Customer shall be the data controller and iBinder AB (irrespective of whether the Supplier is iBinder AB, iBinder Sverige AB, Byggnet Sverige AB, SundaHus i Linköping AB, REQS System AB or Avima AB) shall be the data processor for the processing. In such cases, a separate data processing agreement shall be concluded between the Customer and iBinder AB for the processing of personal data on behalf of the Customer.

§ 7 Customer’s obligations

The Customer is responsible for ensuring that the Customer has the equipment and software required to use the Service.

When using the Service, the Customer undertakes to fully comply with applicable Swedish and other applicable legislation, in particular with

regard to information sent, stored, communicated or otherwise processed within the scope of the Service and on the Website. The Customer shall ensure that its processing of such information does not infringe on any third party’s rights under the Swedish Act on Copyright in Literary and Artistic Works (1960:729) or other applicable legislation. If the Customer uses any software, presentations, drawings or other works made available to the Customer through the Service, the Customer is responsible for ensuring that it has the right to use such works.

The Customer is responsible for any action taken within the scope of the Service and on the Website with use of the Customer’s user name and identification codes.

The Customer is obliged to ensure that all data files and other information that it communicates to the Supplier in connection with the Service are free from viruses and other defects that may affect the functioning or performance of the Service. If the Customer’s data files or other information are found to disrupt the functioning or performance of the Service, the Supplier may suspend the Customer until the cause of the disruption has been eliminated.

§ 8 Fees and payments

The Customer shall pay the Supplier a fee for the Service in accordance with the current price list, unless otherwise agreed in writing between the Parties. Any increase in fees shall be notified to the Customer via the Website or other clear means no less than 30 days before it takes effect.

Unless otherwise agreed between the Parties, all fees for the Service shall be invoiced by the Supplier monthly in advance, other than for subscribers with annual subscriptions. Payment shall be made by the Customer within 30 days of the invoice date. The Supplier may change the above payment terms if a deterioration in the Customer’s financial circumstances justifies such a change.

Objections to invoices shall only be taken into account if notified by the Customer within 10 calendar days of the invoice date.

Arrears interest is charged in the event of non-payment as of the due date in accordance with the Swedish Interest Act (1975:635) or any other law that amends or supersedes it.

The Supplier is entitled to suspend the Customer from the Service if the Customer fails to pay the amount due to the Supplier despite a payment reminder. If, after such suspension, the Customer pays the amount due and wishes to regain access to the Service, the Customer shall first pay a reinstatement fee to the Supplier. This fee for reinstating the Service shall never exceed the Customer’s current monthly fee.

§ 9 Intellectual property rights

The Supplier and/or the Supplier’s licensors own all rights, including intellectual property rights, to the Service and the software on which it is based, including but not limited to patents, copyrights, design rights and trademarks. Nothing in these General Terms and Conditions shall be construed as transferring the above rights or any part thereof to the Customer, unless otherwise expressly agreed between the Parties.

The Customer’s use of the Service shall not confer on the Supplier any intellectual property rights or other rights to the Customer’s Data other than a right for the Supplier to use it (a) within the scope of the provision and further development of the Service and underlying software and (b) to the extent required for the Supplier’s compliance with applicable law.

The Supplier shall ensure that the Service does not infringe on the intellectual property rights of any other party. The Supplier undertakes to indemnify the Customer against any claims or actions brought against the Customer for infringement of third party rights in connection with the Customer’s use of the Service in accordance with the Agreement. Furthermore, the Supplier undertakes to reimburse the Customer for any costs and damages that the Customer is obliged to

pay as a result of a settlement or judgment arising from such infringement. The Supplier's undertaking shall only apply provided that the Customer has notified the Supplier within a reasonable time as to any claims made and provided that the Supplier has been given the exclusive right to decide on the defence against such claims or actions and to negotiate any agreements or settlements in connection therewith. Notwithstanding that which is otherwise stated in these General Terms and Conditions, the Supplier shall not, however, be held liable for the Customer's Data or the Customer's use or processing of the same within the scope of the Service.

The Customer shall ensure that the Customer's Data does not infringe on the intellectual property rights of any other party. The Customer undertakes to indemnify the Supplier against any claims or actions brought against the Supplier for infringement of third party rights in connection with the use of the Customer's Data or other information stored or otherwise used by the Customer within the scope of the Service. The Customer further undertakes to reimburse the Supplier for any costs and damages that the Supplier is obliged to pay as a result of a settlement or judgment arising from such infringement. The Customer's obligations shall only apply provided that the Supplier has notified the Customer within a reasonable time as to any claims made and that the Customer has been given the exclusive right to decide on the defence against such claims or actions and to negotiate any settlements or compromises in connection therewith.

§ 10 Supplier's right to suspend the Customer from the Service

The Supplier has the unlimited right to immediately suspend the Customer from further use of the Service if the Customer:

- (a) is in repeated arrears under the Agreement or if payment under the Agreement is more than 15 days late on any occasion,
- (b) within the scope of the Customer's use of the Service, processes information in a manner that infringes on another party's copyright or other rights in violation of applicable law, or that otherwise is considered unethical or immoral; or
- (c) without the Supplier's consent, attempts to destroy, falsify or gain unauthorised access to information within the scope of the Customer's use of the Service.

Furthermore, the Supplier shall be entitled to compensation from the Customer for the damage caused to the Supplier if the Customer is guilty of acts as described in the provisions of paragraphs (a) to (c) above.

§ 11 Limitations of liability

If a Party is prevented from fulfilling one or more of its obligations under the Agreement due to one or more circumstances that the Party could not reasonably have foreseen at the time of entering into this Agreement and the consequences of which the Party could not reasonably have avoided or overcome either – such as lightning strike, labour disputes, fire, natural disaster, changes in government regulations, government intervention, breakdown in networks or of devices outside its own data centres, or failures or delays in services from subcontractors arising from such circumstances – the Party shall be exempted from fulfilling these obligations as long as the circumstances in question prevent such fulfilment. If the performance of the Service is substantially prevented for more than two uninterrupted months due to one or more such circumstances (“**Ground for Exemption**”), either Party shall have the right to terminate the Agreement without liability for compensation for breach of contract vis-à-vis the other Party.

In order for a Party to be entitled to claim a Ground for Exemption, it must notify the other Party of the circumstance(s) alleged to constitute such ground. Such notice shall be presented without undue delay after the Party realised or ought to have realised that circumstances that

may be invoked as a Ground for Exemption exist and when they have ceased to exist.

A Party shall not be liable for compensation or otherwise for indirect damage caused to the other Party or a third party due to the Party's breach of the Agreement. A Party's liability under the Agreement is further limited per calendar year to a total amount of 15% of the fees paid by the Customer to the Supplier during the past 12 months. However, the above-mentioned limitations of liability shall not apply if the Customer is in breach of its obligations under § 9 (Intellectual Property Rights).

§ 12 Amendments to the General Terms and Conditions and the Service

The Supplier is entitled to make amendments in the form of updates to the Service on the Website. Amendments that can be implemented without inconveniencing the Customer can be performed at any time. Other amendments shall be notified to the Customer within a reasonable time via the Website or otherwise as appropriate.

The Supplier is entitled to amend these General Terms and Conditions at any time that it considers necessary, unless otherwise agreed between the Parties. The Customer shall be informed of all amendments to the General Terms and Conditions in accordance with this § 12, either via the Website or in any other way that is clear to the Customer.

If an amendment to these General Terms and Conditions is materially detrimental to the Customer, the Customer shall be entitled to terminate the Agreement with effect from the date on which the amended General Terms and Conditions would have entered into force.

§ 13 Transfer of ownership

The Customer may not assign its rights or transfer or delegate its obligations under the Agreement to another party without the prior written consent of the Supplier.

The Supplier is entitled to assign all or aspects of its rights under the Agreement without the consent of the Customer. The Supplier is also entitled, without the Customer's consent, to assign or delegate its obligations under the Agreement to another company in the group of which the Supplier from time to time is part.

§ 14 Term of agreement and cancellation

Unless otherwise agreed between the Parties, the Agreement shall remain in force until further notice with either Party being entitled to terminate the Agreement with effect from the end of the month following three (3) months' written notice to the other Party.

Furthermore, a Party has the right to terminate the Agreement by written notice to the other Party with immediate effect if:

- (a) the other Party is in material breach of its obligations under the Agreement and does not take remedial action (if remedial action is possible) within 15 days of being requested to do so; or
- (b) the other Party is declared bankrupt, initiates composition proceedings, is subject to corporate restructuring or other insolvency proceedings, or goes into liquidation.

The Supplier is entitled to terminate the Agreement with no less than 30 days' notice to the Customer if the Supplier's agreement with its main cloud service provider underlying the Service ceases to apply.

Termination of the Agreement shall not affect any accrued rights or obligations of the Parties under the Agreement.

§ 15 Applicable law and dispute resolution

The Agreement and these General Terms and Conditions are governed by Swedish law.

Disputes arising from the Agreement shall in the final instance be settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The Rules for Expedited Arbitration shall be applied unless SCC, taking into account the gravity of the case, the value of the issue of the dispute and other circumstances, decides that the Arbitration Rules shall apply. In the latter case, SCC shall also determine whether the arbitral tribunal shall consist of one or three arbitrators. The arbitration shall take place in Stockholm.

Notwithstanding the provisions of the preceding paragraph, the Supplier shall at all times be entitled to collect undisputed overdue debts by way of debt collection or other enforcement proceedings or in a public court of law.