



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" refers to these General Terms and Conditions.

"Agreement" refers to the agreement for the Service entered into between the Parties on the Website or by separate agreement (including appendices) and governed by these General Terms and Conditions.

"The Website" refers to ibinder.com for iBinder AB (corporate identity number 556573-1592) and iBinder Sverige AB (corporate identity number 556904-2574); byggnet.com for Byggnet Sverige AB (corporate identity number 559291-4112); sundahus.se for SundaHus i Linköping AB (corporate identity number 556404-1373); reqs.se for REQS System AB (corporate identity number 556615-6757); and avima.se for Avima AB (corporate identity number 556523-5917).

"The Customer" refers to the party that has entered into the Agreement with the Supplier.

"The Customer's Data" refers to 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" refers to the company in the iBinder AB Group that, in its capacity as supplier of the Service, has entered into the Agreement with the Customer.

"Party" refers to either the Supplier or the Customer and **"the Parties"** refers to both the Supplier and the Customer.

"The Service" refers to the software application(s) that the Supplier provides to the Customer through various types of subscription.

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 expires no later than on expiry of the underlying user licence for the product concerned. These General Terms and Conditions govern, to the extent to which they are applicable, 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 must 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 performance of such agreement.

3 Quality of the service

The Service is 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 will normally take place at weekends or on working days between 20:00 and 06:00 CET. The Supplier must 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 are 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 is 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 must remedy the fault with the urgency that the circumstances allow. If the Customer identifies any fault in the Service, the Customer must 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:

- circumstances for which the Customer is liable under the Agreement,
- circumstances beyond the Supplier's scope of liability in connection with the Service; or
- 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 must ensure that the Customer's Data is 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:

- on expiry of the Agreement,
- if the Customer fails to meet its obligations under the Agreement,
- 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 party's copyright or other intellectual property rights or that can otherwise be considered irresponsible or unethical; or
- 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 can be retrieved at the Customer's request.

5 Confidentiality

Each Party undertakes to adequately protect Confidential Information belonging to the other Party that it receives, observing at least the same requirements for care as it applies to its own confidential information.

"Confidential Information" refers to 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 must 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 does 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 must notify the other Party without delay upon becoming aware of any unauthorised use or disclosure of Confidential Information. This confidentiality undertaking is valid for the term 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 Personal data and data processing services

The Supplier is entitled to obtain the personal data from the Customer that is 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 is to be processed by the Supplier in connection with the Service, the Customer must be the 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) must be the processor for the processing. In such cases, a separate data processing agreement must be entered into between the Customer and iBinder AB for the processing of personal data on behalf of the Customer.

The rights and obligations of the parties in connection with a request by the Customer to change supplier of data processing services or, where applicable, to local ICT infrastructure, during the term of the Agreement are governed by the Agreement.

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 must ensure that its processing of such information does not infringe 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 of 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 must pay the Supplier a fee for the Service in accordance with the current price list, unless otherwise agreed in writing between the Parties. The Customer must be notified of any increase in fees 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 must be invoiced by the Supplier monthly in advance, other than for subscribers with annual subscriptions. Payment must 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 will only be taken into account if the Customer communicates them within 10 calendar days of the invoice date.

Interest on arrears 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 must first pay a reinstatement fee to the Supplier. This fee for reinstating the Service must never exceed the Customer's current monthly fee.

9 Intellectual property rights

The Supplier and/or the Supplier's licensors hold 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 must 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 does 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 must ensure that the Service does not infringe 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 applies only provided that the Customer has notified the Supplier within a reasonable time about 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 cannot, 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 must ensure that the Customer's Data does not infringe 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 apply only provided that the Supplier has notified the Customer within a reasonable time about 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 agreements or settlements 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 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, corrupt 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 will be exempted from fulfilling these obligations for 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 owing to one or more such circumstances (“**Ground for Exemption**”), either Party has 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 must be given 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 is not liable for compensation or otherwise for indirect damage caused to the other Party or a third party owing to the Party's breach of the Agreement. However, the foregoing limitation of liability does not apply if the breach of the Agreement is caused by the Party's intentional or grossly negligent behaviour or by the Customer's breach of the provisions of Clause 9 (Intellectual Property Rights) or in the event of

premature termination of the Agreement under Clause 14 owing to the Customer's failure to make timely payment.

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 may be performed at any time. The Customer must be notified of other amendments 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 must be informed of all amendments to the General Terms and Conditions in accordance with this Clause 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 is entitled, without any Party being liable for compensation, to terminate the Agreement with effect from the date on which the amended General Terms and Conditions would have entered into force.

13 Assignment

The Customer may not assign its rights or assign 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 is part from time to time.

14 Term of Agreement and termination

Unless otherwise agreed between the Parties:

- (a) the Agreement is renewed successively for one year at a time unless terminated by either Party no later than three (3) months prior to the expiry of the initial term or, where appropriate, any subsequent renewal period; or
- (b) each Party is entitled, if the Agreement remains in force until terminated, 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.

In the event of termination under the paragraph immediately above, the Party entitled to terminate is entitled to damages from the other Party according to law or what is otherwise stated in the Agreement.

The Supplier is entitled, without any obligation to compensate the Customer, to terminate the Agreement with no less than 30 days' notice to the Customer if the Supplier's agreement with its main provider of cloud services underlying the Service ceases to apply.

Termination of the Agreement does 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 must be settled with final effect by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The Rules for Expedited Arbitration must 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 must be applied. In the latter case, SCC must also determine whether the arbitration tribunal will consist of one or three arbitrators. The arbitration proceedings must take place in Stockholm.

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

Annex to the General Terms and Conditions of iBinder Group

SundaHus services

The terms and conditions in this Annex supplement the provisions in the General Terms and Conditions on SundaHus and the Customer's rights and obligations when using SundaHus services. In the event of any conflict between the terms and conditions, the following order of precedence applies: the Agreement first, this Annex second and the General Terms and Conditions third.

1 Definitions

In addition to the terms defined in the General Terms and Conditions, the following defined terms have the following meanings in this Annex:

'**General Terms and Conditions**' refers to the General Terms and Conditions of iBinder Group.

'**Intellectual Property Rights**' refers to all intellectual property rights, irrespective of the territory and whether such intellectual property rights arose by registration, incorporation or otherwise, such as (i) company names, patents, utility models, industrial designs, trade names, trademarks and copyrights (such as but not limited to software, source code, documentation, databases, registers, reports, tapes and any other material that may be subject to copyright protection), (ii) ownership of results created intangibly and protected by confidentiality, including but not limited to knowhow and trade secrets, and (iii) all applications, renewals, additions, extensions and reinstatements of such rights referred to in this definition.

'**Product information**' refers to all data, information and documentation relating to the products registered on the platform.

'**SundaHus**' refers to SundaHus i Linköping AB (corporate identity number 556404-1373).

2 Customer's obligations

The licence granted to the Customer under Clause 2 of the General Terms and Conditions may only be used to use the Service (i) in the Customer's own operations, and (ii) in construction projects or ongoing property management for which the Customer provides goods or services.

The Customer may not use the Service, or any information obtained by the Customer through its use, to directly or indirectly provide competing or similar services to third parties. The Customer's obligations under this clause include not to transfer, disseminate or otherwise exploit for commercial purposes Product Information or other content that the Customer receives through the Service.

The Customer may not use the Service in a manner that (i) damages or may damage the Service, or (ii) may impair the availability or accessibility of the Service.

The Customer is not entitled to (i) make copies of Product Information or other information available via the Service to any extent or for any purpose other than that permitted under the first paragraph of this clause, or (ii) access its source code or other software code.

3 Intellectual Property Rights

All Intellectual Property Rights to the platform, and Intellectual Property Rights arising from SundaHus' provision of the Service, are the exclusive property of SundaHus. All Intellectual Property Rights relating to the Products are the exclusive property of third parties.

Nothing in the Agreement results in any Intellectual Property Rights belonging to SundaHus or a third party being assigned to the Customer.

If the Agreement includes SundaHus providing the Customer with certain software, the Customer is only entitled to use such software during the term of the Agreement, only in conjunction with the Service and in accordance with the terms and conditions of the Agreement.

4 Liability

The service is provided based on Product Information provided by external sources, such as manufacturers and suppliers of the Products, and on assessment criteria based on information from the European Chemicals Agency and other authorities. SundaHus has not checked, and is unable to check, the accuracy and completeness of the Product Information and criteria. SundaHus therefore accepts no liability for any errors or deficiencies in the Service attributable to incorrect or incomplete Product Information or to incorrect or incomplete assessment criteria. However, this limitation of liability does not apply if SundaHus has acted with gross negligence in providing the Service.

Notwithstanding the previous paragraph, SundaHus undertakes to endeavour to correct incorrect or deficient information registered in the Service without unreasonable delay after the error or deficiency has come to the attention of SundaHus.

The Service may contain links to external websites provided by third parties. SundaHus is not liable for the availability of external websites or their content. Nor does SundaHus guarantee that the information on such external websites is accurate.

Notwithstanding the other provisions of the Agreement, the General Terms and Conditions or this Annex, SundaHus is not liable for indirect loss or indirect damage such as, but not limited to, loss of profit, loss of revenue, loss of data, costs that have become non-beneficial, loss of goodwill, etc.

SundaHus' total liability under the Agreement will never exceed the lesser of (i) the total fee paid by the Customer to SundaHus during the preceding twelve (12) months and (ii) SEK one (1) million.

5 Amendments to the Annex

SundaHus is entitled to amend this Annex at any time that SundaHus considers necessary, unless otherwise agreed between the Parties. The Customer must be informed of all amendments to this Annex, either via the Website or in any other way that is clear to the Customer.

If an amendment to this Annex is materially detrimental to the Customer, the Customer is entitled, without any Party being

liable for compensation, to terminate the Agreement with effect from the date on which the amended Annex would have entered into force.