

APPENDIX 1 - GENERAL TERMS AND CONDITIONS

Relating to Wide Ideas

These General Terms and Conditions ("**General Terms**") shall apply to Idea2Innovation Sweden AB's (the "**Supplier**") licensing of the cloud service Wide Ideas ("**Wide Ideas**") to you (the "**Customer**") pursuant to a separate purchase order ("**Purchase Order**").

These General Terms, including its appendices, together with the Purchase Order shall constitute the Parties' agreement in relation to the subject matter hereof and shall be jointly referred to as the "**Agreement**".

The Supplier and the Customer are jointly referred to as "**Parties**" and individually as a "**Party**".

These General Terms apply together with the Purchase Order, as well as the Data Processing Agreement, attached as Appendix 2, and Service Description attached as Appendix 3.

1. DEFINITIONS AND INTERPRETATION

In these General Terms the terms set out below shall have the following meanings:

"**Agreed Term**" shall have the meaning ascribed to it under section 12.1;

"**Customer**" means you as a customer of Wide Ideas;

"**Data Processing Agreement**" the terms for the Supplier's processing of personal data on behalf of the Customer as set out in Appendix 2;

"**General Terms**" means these General Terms and all schedules attached hereto (as amended from time to time in accordance herewith);

"**Institute**" shall have the meaning ascribed to it under section 18.2;

"**License Fee**" shall have the meaning ascribed to it under section 11.2.1;

"**Purchase Order**" means the purchase order through which the Customer has purchased the license to Wide Ideas under this Agreement;

"**Service Description**" means a detailed description of Wide Ideas as described in Appendix 3;

"**SSO**" shall have the meaning ascribed to it under section 8;

"**Start-up Fee**" shall have the meaning ascribed to it under section 11.1.1;

"**Supplier**" means Idea2Innovation Sweden AB;

"**User Generated Content**" shall have the meaning ascribed to it under section 4.4; and

"**Wide Ideas**" means the cloud service licensed under these General Terms and further described in the Service Description.

2. DESCRIPTION OF WIDE IDEAS

2.1 Wide Ideas is delivered to the Customer "as-is", as a customized web application adapted for the most commonly used web browsers and with a design that automatically adjusts the interface to the user's device such as phones, tablets and computers. The application works irrespective of the choice of platform and has been developed with observance of "Privacy by Design", which means that the application has been designed to facilitate compliance with GDPR (EU 2016/679) and the various rights that can be exercised by data subjects, such as the right to access and the rights to erasure.

2.2 A Service Description of Wide Ideas is attached as Appendix 3 to these General Terms.

3. **PROCESSING OF PERSONAL DATA**

When providing Wide Ideas and in the course of complying with these General Terms, the Supplier will process personal data for which the Customer is data controller. For such processing of personal data, the Supplier is data processor on behalf of the Customer. To set out the terms for the processing of personal data on behalf of the Customer, the Parties have entered into the Data Processing Agreement, attached as Appendix 2 to these General Terms.

4. **GRANT OF LICENSE AND INTELLECTUAL PROPERTY RIGHTS**

4.1 During the Agreed Term, the Supplier hereby grants to the Customer a personal, non-exclusive, non-sub licensable and non-transferrable license to use Wide Ideas in accordance with the terms and conditions of these General Terms and for the purposes defined herein.

4.2 The Supplier reserves any and all rights to Wide Ideas and its other intellectual property rights that are not expressly licensed to the Customer under these General Terms. For the avoidance of doubt, nothing in these General Terms shall be construed as a transfer of any of the Supplier's intellectual property rights.

4.3 Any intellectual property rights vested in e.g. (without limitation) any software, drawings, technical solutions, documentation, materials resulting from any development of Wide Ideas shall be owned by and the sole property of the Supplier. During the Agreed Term, the Customer is granted a non-exclusive, non-sub licensable and non-

transferrable license to use the result of such development.

4.4 The Customer is responsible for any data, content and other information or materials uploaded to or otherwise provided to Wide Ideas by the Customer (including any user granted access to Wide Ideas by the Customer) via Wide Ideas or for publication within Wide Ideas (jointly "**User Generated Content**"). By providing User Generated Content, the Customer represents and warrants to the Supplier that the Customer has the ownership rights and/or that the Customer has obtained all required licenses and permissions from any necessary third party, to use the User Generated Content and grant the Supplier the rights to use User Generated Content (and parts thereof) as contemplated by these General Terms. The Supplier has the right to anonymize, store and use the User Generated Content in order to develop Wide Ideas and the Supplier's business. The Supplier is not entitled to use User Generated Content to distribute the content or for purposes other than those related to the Supplier's development of Wide Ideas and its business.

4.5 The Customer shall indemnify and hold the Supplier harmless from and against any damages resulting from third party claims based on that the User Generated Content infringes such third party's intellectual property rights. This indemnification obligation is conditioned upon:

4.5.1 the Supplier at latest within five (5) days from receipt of such claim provides the Customer a notice of the third party infringement claim; and

4.5.2 the Supplier giving the Customer authority, information and assistance necessary to defend or

- settle the claim at the Customer's sole expense.
- 4.6 The Supplier agrees to indemnify the Customer against third party claim that the Customer's use of Wide Ideas, or parts thereof, infringes such third party's intellectual property rights. The Supplier's obligations hereunder is subject to Wide Ideas being used in accordance with these General Terms. The indemnification obligation under this section 4.6 shall only apply provided that the Customer (i) immediately notifies the Supplier in writing about 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.
- 4.7 Subject to section 4.6 above, the Supplier shall indemnify the Customer for such damages, liabilities or costs as are awarded in a final judgement or in a settlement which has been approved by the Supplier in writing.
- 4.8 If Wide Ideas to some extent would infringe a third party's intellectual property rights, the Supplier shall at its own option either (i) procure the licenses necessary for the Customer's continued use of Wide Ideas, (ii) replace the part of Wide Ideas which infringes the third party's intellectual property, (iii) amend Wide Ideas in such manner that Wide Ideas is no longer infringing the third party intellectual property, and (iv) terminate the Agreement with immediate effect and refund any prepaid fees.
- 5. SCOPE OF DELIVERY**
- 5.1 The Customer's license under these General Terms covers employees (or external users assigned by the Customer) of the Customer. The delivery of Wide Ideas also includes:
- 5.1.1 Support for users regarding functionality and practical guidance regarding Wide Ideas via email and phone during office hours (08:30 am to 16:30 pm CET on weekdays). The scope of the support is to provide information, service and to answer questions related to the use of Wide Ideas;
- 5.1.2 Service operation and backup as described in section 6; and
- 5.1.3 Ongoing updates of Wide Ideas in the form of improvements, new releases and versions (as the case may be).
- 5.2 The Customer acknowledges and agrees that if the Customer provides access to Wide Ideas to any other individual than an employee or external users assigned by the Customer, such access will be deemed to constitute a material breach of these General Terms.
- 6. SERVICE OPERATION, SECURITY AND BACKUP**
- 6.1 The application is located in the cloud service Microsoft Azure. Microsoft Azure's data center and services are certified in accordance with the security and auditing standards ISO 27001 and SAS 70/SSAE 16 16, which are the standards for security processes and audit.
- 6.2 The Supplier has entered into an agreement with Microsoft Azure. Pursuant to the agreement, Microsoft Azure undertakes to take necessary security measures and to ensure that back-

ups are taken. For more information regarding security measures, service operations and backups, the Customer may, upon request, obtain relevant parts of the agreement between the Supplier and Microsoft Azure.

7. DEVELOPMENT, BUG CORRECTION AND ADAPTION

7.1 If the Customer wishes further development and/or adaption of Wide Ideas, this shall be notified in writing to the Supplier. However, the Supplier is not bound under these General Terms to implement any such proposal from the Customer. All issues and request for updates that are received will be analyzed by the Supplier in order to assess whether the Customer's request, wholly or partially, will be implemented. Each request is categorized as either a request for change or a request for new functionality. If the Supplier chooses to implement the Customer's request, the Supplier provides a quotation to the Customer for the Customer's approval, including the terms of such development and adaption.

7.2 Regarding actions to correct errors, deficiencies or bugs, the Supplier decides whether the issue is critical, whether it may be critical in the long term or if it is not essential, before the Supplier makes a priority regarding the actions that need to be taken. Correction of faults, defects or bugs falls within the scope of the Supplier's general operation and maintenance commitment and is not charged to the Customer, unless troubleshooting shows that the perceived faults, defects or bugs is a result of actions, faults, defects or bugs attributable to the Customer in which case the Supplier is entitled to charge the Customer for the actual costs incurred as a result of the Supplier's troubleshooting.

8. LOGIN AND SINGLE SIGN ON

Single Sign On ("SSO") is a method of managing users in aspect of user permissions (authorization) and user authentication by simplifying the process for the users so that they only need to log in once to reach the systems that are customized to the service. The benefit to the user is that the user does not have to remember more than one password. This is done by installing software on the Customer's network that synchronizes user information between the Customer's AD/LDAP server and Wide Ideas. In this way, a secure and user-friendly solution is created that implies an opportunity to administer all users centrally. In order for external users to access the application, it is possible to create a login with username/password or login with social media accounts such as Facebook or Google. How this will be conducted is determined by consultation between the Parties.

9. OTHER SERVICES (CONSULTANCY SERVICES)

In addition to the support service specified in section 6, the Customer may order consultancy services in the areas of idea management and innovation processes. The consultancy services are provided at the Customer's request as agreed between the Parties under a separate agreement.

10. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

10.1 The Customer acknowledges and agrees that Wide Ideas is offered on an "as-is" and "as-available" basis. To the fullest extent permitted by law and unless otherwise expressly stated in this section 10.1, the Supplier disclaims all warranties and representations, expressed or implied.

- 10.2 Either Party is liable for damages incurred by the other Party as a result of a breach of these General Terms. A Party's liability for damages only covers compensation for direct damages.
- 10.3 In no event shall the Supplier be liable to the Customer or any third party in any manner for any indirect damages of any kind, including, without limitation, for lost profits, lost sales, lost revenue or loss of use, regardless of the form of action.
- 10.4 The Supplier's aggregate liability under the Agreement shall per calendar year (to the extent permitted under applicable law) be limited to an amount equivalent to twelve (12) months' License Fee.
- 10.5 No limitations of liability shall apply to the Customer's breach of sections 4 and 14 under these General Terms.

11. PRICE AND PAYMENT

11.1 Start-up cost

- 11.1.1 For the rights granted to the Customer under these General Terms, the Customer shall pay to the Supplier a start-up fee as an upfront payment ("**Start-up Fee**"). The Start-up Fee is indicated in the Purchase Order.
- 11.1.2 The Start-up Fee includes setup and configuration support described in Appendix 3 – Service Description.

11.2 License fee

- 11.2.1 As remuneration for the rights granted to the Customer under these General Terms, the Customer shall pay to the Supplier a

monthly fee of which is indicated in the Purchase Order ("**License Fee**").

- 11.2.2 License fees are invoiced on the first weekday of each commenced month.

11.3 SSO integration

If the Customer has purchased SSO integration, such integration will be charged with a fixed one-time fee for integration, testing, set-up and release at a cost specified in the Purchase Order. In addition, a monthly fee for the entire SSO solution with integrated user management will be invoiced together with the License Fee.

11.4 Terms of payment

- 11.4.1 Unless otherwise indicated in the Purchase Order, the following payment terms shall apply.
- 11.4.2 Payment is made on invoice issued by the Supplier within thirty (30) days from the invoice date. All prices stated in the Purchase Order are excluding of VAT.
- 11.4.3 If the Customer is delayed with payment of an overdue invoice, interest on overdue payment will be charged in accordance with the Swedish Interest Act (1975:635) (sw. *räntelagen*), calculated from the first day of the Customer's delay.
- 11.4.4 Billing address shall be indicated by the Customer in the Purchase Order upon purchase. The Customer is responsible for that the information about the Cus-

customer in the Purchase Order is correct.

12. TERM AND TERMINATION

12.1 The Agreement, including these General Terms, shall come into effect when the Purchase Order have been duly signed or electronically approved (as the case may be) by both Parties and shall remain valid during the term set out in the Purchase Order ("**Agreed Term**").

12.2 In addition to the above, either Party is entitled to terminate the Agreement at any time during the Agreed Term, with immediate effect, if:

12.2.1 the other Party fails to fulfil its obligations under these General Terms, provided that such failure is of material importance for the other Party and the failure has not been cured within thirty (30) days of receiving written notification from the Party invoking this section 12.2.1. The notification shall be made without unreasonable delay, once the Party becomes aware of the relevant circumstances;

12.2.2 the other Party has taken general measures to cease payment of its debts, initiated negotiations for a general agreement with its creditors, been subject to an application for bankruptcy proceedings or enters into composition, reorganisation or similar arrangements with its creditors or ceases to carry on business or is wound up or goes into liquidation or has a receiver appointed for all or any part of its assets; or

12.2.3 the other Party has repeatedly failed to fulfil its obligations under these General Terms or the Purchase Order, regardless if such Party has cured the failures in accordance with section 12.2.1 above.

12.3 Notwithstanding anything to the contrary, the expiration or termination of the Agreement shall not affect rights, indemnities or liabilities accrued prior to the expiration or termination of these General Terms.

12.4 Upon expiration or termination of these General Terms for any reason, all of the Customer's license to use Wide Ideas shall immediately cease.

13. SUBCONTRACTORS

The Supplier assigns subcontractors for the provision of Wide Ideas or the performance of consulting services. Insofar as such subcontractors process personal data, the rules set out in Appendix 2 regarding to the assignment of sub-processors shall apply.

14. AUDIT

The Supplier shall be entitled to once (1) per calendar year to contact the Customer for the purposes of conducting an audit on the Customer's compliance with the Agreement and these General Terms in particular. Unless the Supplier has justified reason to believe that the Customer is in breach of the Agreement, the audit will consist of the Customer providing documentation and information about the use of Wide Ideas under the Agreement. However, if the Supplier has justified reason to believe that the Customer is in breach of the Agreement, the Supplier shall be entitled to, at its own cost, carry out an on-site audit at the Customer.

15. CONFIDENTIAL INFORMATION

15.1 The term "**Confidential Information**" in these General Terms refers to all information – technical, commercial or of any other nature – which is directly or indirectly provided by either Party to the other Party and relates to (i) the disclosing Party's business or (ii) the disclosing Party's products, regardless of whether such information has been documented and is reproduced in images, software (including Wide Ideas), drawings, specifications, data, graphs, diagrams or in another manner, with the exception of information which the receiving Party can evidence:

15.1.1 was generally available to the public at the time of disclosure;

15.1.2 has been approved in writing by the disclosing Party for disclosure; or

15.1.3 must be disclosed to comply with applicable law, ordinances, binding decisions by competent authorities or similar.

15.2 Without any limitation in time, the receiving Party undertakes to not reveal, disclose or otherwise reveal Confidential Information, whether orally or otherwise.

16. FORCE MAJEURE

16.1 Neither Party is responsible for any failure to perform its obligations under this General Terms, if it is prevented or delayed in performing those obligations by an event of force majeure and the event prevents or severely complicates or delays the fulfilment thereof. An event of "force majeure" is an event or circumstance which is beyond the control and without the fault or negligence of the Party affected, in-

cluding, but not limited to, acts of war, nature disasters, governmental actions, new or changed legislation, delays or disruptions of the internet and telecommunications networks, electrical failure, labour disputes, third party non-performance, blockade, fire, flood or disasters.

16.2 Where there is an event of force majeure, the Party prevented from or delayed from performing its obligations under these General Terms must immediately notify the other Party.

16.3 Notwithstanding anything to the contrary, either Party may terminate these General Terms with immediate effect if any obligation is delayed for a longer period of three (3) months due to a force majeure event.

17. MISCELLANEOUS

17.1 Assignment

The Customer is not entitled to assign all or parts of its rights or obligations under these General Terms without the Supplier's written consent. However, the Supplier is entitled to assign all or parts of its rights and obligations under these General Terms. In such case, the Customer will be informed of the assignment.

17.2 **Headings**

The division of these General Terms into separate sections and the insertion of headings are for convenience only and shall not affect the interpretation of these General Terms.

17.3 **Entire agreement**

These General Terms, together with the Purchase Order and appendices referenced to herein, constitutes the Parties' entire agreement of all matters set forth in these General Terms. Any written or oral commitments that preceded these General Terms are replaced by the contents of these General Terms. Terms set out in the Purchase Order deviating from or supplementing these General Terms shall take precedence.

17.4 **Severability**

If any provision of these General Terms or parts thereof shall to any extent be or become invalid or unenforceable, the Parties shall agree upon any necessary and reasonable adjustments of these General Terms in order to secure the vital interests of the Parties and the main objectives prevailing at the time of execution of these General Terms. Failing an agreement between the Parties on adjustments to these General Terms, such adjustment shall be made by arbitrators in accordance with the provisions of section 18 of these General Terms.

17.5 **Amendments**

The Supplier is entitled to update or amend these General Terms at its sole discretion. However, if such update or amendment entails either (i) a material change of the provisions under these General Terms, (ii) a negative impact on the Customer's business, or (iii) a change in the fees paid under these General Terms, the Supplier shall

notify the Customer about the update or amendment at latest sixty (60) days before such update or amendment enters into effect. The Customer shall in such case during such sixty-day-period be entitled to terminate the Agreement with immediate effect. If the Customer has not terminated the Agreement within sixty (60) days of the notification of the update or amendment, the Customer shall be deemed to have accepted the update or amendment.

17.6 **Waiver**

No consent of waiver, express or implied, by either Party of any breach or default of the other Party in performing its obligations under these General Terms shall be deemed or construed to be a consent or waiver of any other breach or default by the other Party of the same or any other obligation hereunder. Any failure by one Party to complain of any act or omission of the other Party, or to declare that the other Party is in default, shall not constitute a waiver by the first Party of its rights under these General Terms. No waiver of any rights under these General Terms shall be effective unless in writing and duly signed by the Party purporting to give the same.

17.7 **Notices**

Any notice required or permitted to be served by either Party under this Agreement shall be in writing and may be delivered by courier, sent by registered mail (REK), e-mail to the Parties' on the addresses indicated in the Purchase Order. A notice shall be deemed to be given:

- (i) if sent by courier: on the day of delivery;

- (ii) if sent by registered mail (REK): three (3) business days after posting; and/or
- (iii) if sent by e-mail: when actually received by the receiving Party.

18. DISPUTE RESOLUTION

18.1 Under these General Terms, Swedish law shall apply, without application of its principles regarding conflict of laws.

18.2 In the event of any dispute, controversy or claim arising out of or in connection with these General Terms, the Parties shall firstly resolve the issue by means of discussions in good faith. If such resolution is not possible, the dispute, controversy or claim shall be finally settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce (the "**Institute**"). The Institute's Rules for Expedited Arbitration shall apply unless the complexity and value of the claim and other relevant circumstances provides that the Rules for Arbitration of the Stockholm Chamber of Commerce shall apply instead. In the event of the latter, the Institute shall decide whether the arbitration panel shall consist of one or three arbitrators. The arbitration shall take place in Stockholm and the language of the proceedings shall be English, unless the Parties agree otherwise.

18.3 All arbitral proceedings conducted with reference to this section 17.3 shall be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written approval of all Parties hereto. Notwithstanding the above, a Party shall not be prevented from disclosing

such information if the Party is obligated to disclose under statute, regulation, a decisions by an authority, a stock exchange contract or similar, provided that (to the extent lawfully possible) the disclosing Party first consults with the other Party as to the nature, proposed form, timing and purpose of such disclosure and uses all reasonable endeavours to ensure that such information is treated by any receiving Party as confidential.

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