

# GENERAL TERMS AND CONDITIONS Cloud Services, version 2014

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These general terms and conditions are intended for use when the Supplier provides a standardised, permanent Internet based service.

These general terms and conditions constitute an appendix to the Agreement entered into between the parties. In the event of any conflicting information in the Agreement, the parts of the Agreement prepared by the parties shall take precedence over these general terms and conditions.

These general terms and conditions are intended for use for example when the Supplier provides storage capacity, infrastructure or software as a service (SaaS). Certain provisions only apply to SaaS Services. If the Customer requires support for the startup of the Service, the parties should enter into a separate agreement in this respect..

#### 1.1. Definitions

Unless the context or circumstances clearly require otherwise, the following words and phrases shall have the meanings specified below:

## **Access Point**

Unless the parties have agreed otherwise, the point or points at which the Supplier connects the Service to a public electronic communications network.

#### **Application**

The software provided in a SaaS Service.

#### Agreed Start Date

The date on which the Service shall be available to the Customer in accordance with the Agreement.

# Agreement

The agreement, including appendices, entered into between the parties.

# Customer's Data

Data or other information that the Customer, or another party on the Customer's or a user's behalf, puts at the Supplier's disposal as well as the result of the Supplier's data processing.

#### Customer's Software

The software owned by the Customer or which the Customer is entitled to use in accordance with an agreement with a third party, and which is used in the Service.

# **Product Supplier**

The company that grants the Supplier a license to and provides maintenance in respect of a Third Party Application.

# SaaS Service

The provision of software as a service.

#### Specification

The specification of the contents of the Service contained in the Agreement or on the domain address specified in the Agreement and subsequent changes thereof agreed in writing.

# **Actual Start Date**

The date on which the Service is available to the Customer. Additional Services

Possible support services not included in the Specification.

#### Service(s)

Each service which the Supplier, pursuant to the Agreement, shall make available to the Customer over a public electronic communications network and any subsequent changes thereof.

#### Third Party Application

Software (a) the copyright to which clearly belongs to a company other than the Supplier or a company within the Supplier's group of companies and nothing else follows from the Agreement, or (b) specified as Third Party Products in the Agreement.

# 2. Supplier's undertaking

- 2.1 From each Agreed Start Date the Supplier shall provide the Service at the Access Point in accordance with the terms and conditions of the Agreement, and perform the agreed Additional Services. The contents of the Service are set out in the Specification.
- 2.2 The Supplier shall perform its obligations in a professional manner. Unless otherwise follows from the Specification, the Service shall be performed in accordance with the methods and standards normally applied by the Supplier for this type of service.
- 2.3 The Supplier may engage a subcontractor to perform the Service and other obligations under the Agreement. The Supplier is liable for a subcontractor's work as if it had been performed by the Supplier itself.
- 2.4 Unless otherwise follows from the Agreement, the Supplier may, while observing the provisions on personal data in clause 14, provide the Service, in whole or in part, from another country, provided that the Supplier otherwise fulfils the terms and conditions of the Agreement.

# 3. Customer's undertaking

- 3.1 In order for the Supplier to be able to perform its obligations under the Agreement, the Customer is responsible for the following:
  - (a) The Customer shall review documentation provided by the Supplier and make decisions regarding the approval of such documentation, and otherwise provide the information necessary for the Supplier to perform its obligations under the Agreement.
  - (b) The Customer is responsible for the communication between the Customer and the Access Point. It is also the Customer's responsibility that it has the equipment and software that the Supplier, on a website or by another written method, has stated is required to use the Service, or which otherwise is clearly required for such use.
  - (c) The Customer is responsible for faults and defects in the Customer's Software.
  - (d) Unless otherwise follows from the Agreement, the Customer is responsible for the backup of Customer's Data.

- (e) The Customer shall ensure that (i) Customer's Data are free from viruses, Trojans, worms or other malicious software or code; (ii) Customer's Data are in the agreed format; and (iii) Customer's Data otherwise cannot damage or interfere with the Supplier's system or the Service.
- (f) The Customer shall ensure that log-in information, security methods and other information provided by the Supplier for access to the Service are handled confidentially in accordance with clause 16. The Customer shall notify the Supplier immediately in the event of unauthorised access to information in accordance with this clause.
- (g) The Customer shall notify the Supplier immediately upon discovery of any infringements or attempted infringements that might affect the Service.

# 4. Startup the Service

4.1 It is the Supplier's responsibility that the Service is available to the Customer from and including the Agreed Start Date. The Supplier shall, in good time, have provided the instructions that are necessary for the Customer to start using the Service from the Agreed Start Date. The parties may conclude a separate agreement regarding the Supplier's obligations in respect of the startup of Service. The Service shall be deemed available when the Customer can start using the Service from the Access Point.

# 5. Changes to the Service

- 5.1 The Supplier may, without prior notification to the Customer, make changes to the Service or the method of providing it, which evidently may not cause the Customer more than minor insignificance.
- 5.2 The Supplier may make other changes to the Service or the method of providing it than those set out in clause 5.1 3 months after notifying the Customer to this effect. The Customer may, at the latest when the change enters into force, terminate the Service with effect from the date the change enters into force, or such later day specified in the notice of termination, albeit not later than 3 months from the date the change entered into force. However, the Supplier may not make any changes relating to any requirements for the Service, if the parties have specifically stated that they may not be changed.

# 6. Customer's use of the Service

- 6.1 Unless the parties have agreed otherwise, the Customer is granted a non-exclusive right to use the Service in its own business only. The Customer may allow contractors to use the Service on its behalf.
- 6.2 The Customer may not copy software that is included in the Service or let anyone other than the persons nominated in accordance with clause 6.3 use the Service.
- 6.3 The Customer shall specify what persons are allowed to use the Service. The Customer shall immediately notify the Supplier if such a person is no longer authorised to use the Service. The Customer is responsible for the use of the Service by such persons.
- 6.4 The Customer is obliged to follow any written instructions from the Supplier for the use of the Service. The Supplier may, after the conclusion of the Agreement, change instructions provided in accordance with clause 5.

- 6.5 If the Supplier has stated in the Agreement, that the Supplier's good practice standards apply to the use of the Service, these standards shall be made available to the Customer on the website or another accessible place specified in the Specification. In such event, the Customer shall comply with the Supplier's good practice standards when using the Service. The Supplier may, after the conclusion of the Agreement, change the applicable standards in accordance with clause 5.
- 6.6 The Customer is responsible for ensuring control over data handled in the Service and for ensuring that the Customer can prevent the data from spreading in accordance with the requirements in applicable legislation or so that the data do not contravene the standards of the Supplier pursuant to clause 6.5.

# 7. Specific provisions relating to SaaS Service

#### 7.1 Scope

The Customer may use the SaaS Service for the number of licenses or other use set out in the Agreement and otherwise as set out in clause 6. Where a Third Party Application is provided via the SaaS Service, clause 7.4 shall also apply. From the Actual Start Date the Supplier shall provide the updates, versions or releases of the Application specified in the Agreement, with the changes that follow from clause 7.2

#### 7.2 Maintenance of the Application

The Supplier shall implement the updates or new versions provided by the Supplier or Product Supplier in the Application within the scope of its maintenance, and to the extent the Supplier finds it appropriate for the Service. The provisions of clause 5 shall apply to the implementation of an update or a new version. The Supplier may, even if it would inconvenience the Customer, implement updates in the Application in order to protect the Service and for other security related purposes.

#### 7.3 Documentation

The Supplier shall make available user documentation for the use of the Application in form of manuals and other instructions. The user documentation shall be in Swedish or English.

# 7.4 Specific provisions relating to Third Party Applications

The Customer may only use a Third Party Applications in accordance with the licensing terms issued by the Product Supplier and referred to by the Supplier. With respect to Third Party Applications, the Supplier's liability for faults or intellectual property infringements is restricted to an obligation to report the fault/infringement to the Product Supplier immediately. The Supplier shall implement any potential solution from the Product Supplier, provided this can be done without negative interference with the Service. The Supplier shall also monitor that the Product Supplier fulfils its obligations under the applicable agreement with the Supplier. The Supplier has no other responsibility for fault or infringement in relation to Third Party Applications. If it is finally decided that infringement has occurred or if it is likely, in the opinion of the Supplier, that such infringement has occurred, and the Product Supplier does not take the necessary action, the Supplier may terminate the Agreement with 3 months' notice.

# 8. Restricted access to the Service

- 8.1 If the provision of the Service results in a risk of more than insignificant damage to the Supplier or a another customer of the Service, the Supplier may block or restrict access to the Service. In connection with this, the Supplier may not adopt more far-reaching measures than is justified in the circumstances. The Customer shall be informed as soon as possible if the access to the Service is restricted.
- 8.2 Unless otherwise follows from the service level agreement, the Supplier may carry out planned measures that affect the availability of the Service if required for technical, maintenance, operational or safety reasons. The Supplier shall perform such measures promptly and in a manner that limits the disruption. The Supplier undertakes to notify the Customer within a reasonable time before such action and, if possible, to plan such action to be carried out outside of normal office hours.
- 8.3 The supplier has the right to immediately prevent information in the Service from spreading further, if it is reasonable to believe that continuing to spread the information contravenes applicable legislation. In exercising this right, the Supplier is entitled to access any information transferred or submitted to the Service. If the Supplier exercises this right, it shall notify the Customer.
- 8.4 The Supplier is entitled to prevent persons from continuing to use the Service if the persons have submitted information in breach of applicable legislation or the Supplier's standards referred to in clause 6.5. If the Supplier exercises this right, it shall notify the Customer.

# 9. Contact persons

9.1 Each party shall designate a contact person who shall be responsible for the cooperation in regard to the Agreement. Each party shall notify the other party of the designated contact person. The contact persons are entitled to represent the principal in matters concerning the implementation of the Service and any Additional Services.

# 10. Remuneration, fees and terms of payment

# 10.1 Fees

In consideration of the Supplier's performance of the Service, the Customer shall pay, from the Actual Start Date, the remuneration specified in the Agreement. For Additional Services, the Customer shall pay in accordance with the Supplier's from time to time applicable price list. If the parties have made an agreement on hourly rates, the remuneration is charged on current account at the agreed hourly rates. The remuneration is exclusive of VAT and other additional taxes and charges relating to Services and Additional Services that were fixed after the Agreement was entered into. Unless otherwise follows from the Agreement, fixed charges shall be invoiced regularly in advance. With regard to Additional Services or other remuneration in accordance with the Agreement, the Supplier is entitled to invoice monthly in arrears. Payment shall be made within 30 days of the date the invoice was issued.

# 10.2 Changes of fees

The Supplier may, annually as from the start of a new calendar year, change all fees in accordance with the changes in the Statistics Sweden's index: Labour Cost Index för

tjänstemän (LCI tjm) preliminärt index, SNI 2007 kod J (Informations- och kommunikationsverksamhet).

#### 10.3 Changes of fees for Third Party Applications

If the parties have agreed on a special license fee for using Third Party Applications, the Supplier may, to the extent the Product Supplier changes the fee for the use of the Third Party Application, change the license fee 3 months after notifying the Customer to this effect.

# 10.4 Other remuneration

In the event that the Supplier incurs extra work or additional costs due to circumstances for which the Customer is responsible, the Customer shall remunerate the Supplier for such extra work and additional costs in accordance with the Supplier's current price list.

# 10.5 Final invoice

The Supplier shall, at the latest within 6 months of the expiry of the respective month of service, submit an invoice to the Customer that includes all outstanding items for that month of service. If the Supplier fails to submit such an invoice, the Supplier loses its right to remuneration for the services or work performed, including the remuneration referred to in clause 10.4, except with regard to its right of offset.

#### 10.6 Delays

In event of a delay in payment, default interest and other compensation shall be paid in accordance with law.

If the Customer's payment is delayed and the Supplier has requested the Customer in writing to pay the amount due, the Supplier may, 30 days after a written request to the Customer with reference to this clause, withhold further provision of the Service until the Customer has paid all amounts due and outstanding.

# 11. Intellectual property rights

- 11.1 The Supplier and/or the Supplier's licensors hold all rights, including intellectual property rights, to the Service and any software included in the Service.
- 11.2 It is the Supplier's responsibility that the Customer's use of the Service does not infringe any copyright, patent or other intellectual property right. If the infringement relates to the use of an Application that is not a Third Party Application in a SaaS Service, the Supplier is only responsible under this clause 11.2 when the Customer uses the Application in Sweden or another agreed country. The Supplier undertakes to defend, at its own expense, the Customer against any claims or actions regarding infringement of a third party's rights due to the Customer's use of the Service. The Supplier shall also indemnify the Customer for any costs or damages that the Customer may become liable to pay as a result of a judgment or settlement. The obligation by the Supplier only applies if the Customer has notified the Supplier in writing of a claim or action within a reasonable time and the Supplier has sole control over the defence against such action and the sole right to negotiate any agreement or settlement. Where a third party alleges that the Customer's use of the Service infringes upon a third party's rights, the Supplier is responsible for obtaining any necessary rights or procuring other non-infringing software without any costs and as few operational interruptions as possible to the Customer or, if the infringement concerns an Application that is not a Third Party Application in a SaaS Service, amend it so that it no longer causes infringement, or terminate the Agreement

with 3 months' notice, in which case the Customer, during the notice period, is entitled to a deduction of the fee that corresponds to the reduction of the value of the Service as a result of the infringement. As concerns liability for infringement relating to the Customer's use of a Third Party Application in a SaaS Service, the provisions in clause 7.4 shall apply instead. Other than as stated in this clause, the Supplier is not liable towards the Customer for infringements of a third party's intellectual property rights.

11.3 It is the Customer's responsibility that the necessary rights to use the Customer's Software within the scope of the Service are in place. The Customer undertakes to defend, at its own expense, the Supplier against any claims or actions regarding infringement of a third party's rights due to use of the Customer's Software within the scope of the Service. The Customer furthermore undertakes to indemnify the Supplier against any costs or damages that the Supplier may become liable to pay as a result of a judgment or settlement. The undertaking by the Customer only applies if the Supplier has notified the Customer in writing of a claim or action within a reasonable time and the Customer has sole control over the defence against such action and the sole right to negotiate any agreement or settlement. Where a third party alleges that the use of the Customer's Software infringes upon the third party's rights, the Customer is responsible for obtaining any necessary rights. Other than as stated in this clause 12.2, the Customer is not liable towards the Supplier for infringements of a third party's intellectual property rights.

# 12. Customer's Data

- 12.1 In the relationship between the Customer and Supplier, the Customer is the holder of all rights pertaining to Customer's Data. Unless otherwise follows from the Agreement, work in connection with transferring Customer's Data to the Customer during the term of the Agreement is an Additional Service
- 12.2 The Customer is liable for, and shall indemnify and hold the Supplier harmless from and against, any infringement by Customer's Data of any third party right or any other non-compliance with applicable law.

#### 13. Logs

13.1 f the Supplier keeps a log of the use of the Service the Supplier may only, unless the parties have agreed otherwise, use the data from the log as necessary to perform the Services, and if the log does not contain any personal data for development, to clarify misuse or analyse infringements as well as to provide information to public authorities or for statistical purposes. If data from the logs are used for statistical purposes, the data shall not contain Customer's Data or information to which a confidentiality obligation applies, so that the Customer or a person can be identified, and such statistical analyses shall not create personal data. The Supplier shall allow the Customer access to the data registered by the Supplier regarding the use of the Service pursuant to this clause.

# 14. Personal data

14.1 When processing personal data within the scope of the Service, the Customer is the data controller and the Supplier is the data processor. As data controller it is the Customer's responsibility that personal data is processed in accordance

- with applicable legislation. The Supplier undertakes that it will only process personal data in accordance with the Agreement and the Customer's written instructions. Where the requested action does not follow from the Agreement, the Supplier shall be remunerated for following the Customer's written instructions. The Supplier shall implement the agreed technical and organisational measures to protect the personal data. The Supplier shall be prepared to comply with any orders issued by any governmental authority in accordance with law in relation to any measures required to fulfil the stipulated security requirements pertaining to the Customer's personal data. Where the Supplier incurs extra costs for complying with amended security requirements, the Customer shall compensate the Supplier for any such costs. The Supplier shall immediately notify the Customer upon discovering any completed or attempted unauthorised access to, destruction of or amendment to the Customer's personal data.
- 14.2 The Supplier shall allow any inspections that a governmental authority may be entitled to require under law with regard to personal data processing. The Supplier may charge the Customer for any costs in connection with the implementation of such inspection.
- When using a subcontractor who processes personal data (a "subprocessor"), the Supplier, as the Customer's representative, shall sign an agreement with the subprocessor, according to which the subprocessor, as data processor, undertakes towards the Customer to comply with the provisions of this clause 14. Where personal data will be transferred to a country outside of the EU/EEA, the Supplier shall ensure that the subprocessor signs the EU's standard agreement clauses for transferring personal data to a third country. The Supplier shall be entitled to sign the agreement as a representative of the Customer. Prior to using a subprocessor for the processing of personal data, the Supplier shall notify the Customer of the subprocessors it intends to use and which country personal data will be processed in. On the Customer's request, the Supplier shall send the Customer a copy of any agreements signed by the Supplier under this sub-clause 14.3.
- 14.4 Upon the expiry of the Agreement, the provisions of clause 22 shall apply in regard to personal data.

#### 15. Security

15.1 Unless otherwise follows from the Agreement, the Supplier shall comply with its internal security regulations. The Supplier's internal security regulations shall be available on the website or other accessible place specified in the Specification. The Supplier may, after the conclusion of the Agreement, change the applicable security regulations in accordance with clause 5.

# 16. Confidentiality

16.1 Each party undertakes not to disclose, without the other party's consent, to a third party, during the term of the Agreement or for a period of three years thereafter, any information regarding the other party's business that may be considered a business or professional secret or which according to law is subject to a duty of confidentiality. Unless otherwise follows from law, the Supplier's pricing information or other information that a party specifies as confidential shall always be regarded as a business or professional secret. The confidentiality obligation does not apply

to information that the party can demonstrate has become known to the party other than through the project or which is publicly known. Furthermore, the confidentiality obligation does not apply when a party is required to disclose such information by law, court or government order or binding stock exchange regulations. Where a party is required to disclose information in such way, it shall notify the other party prior to disclosure.

16.2 A party shall ensure that confidentially is maintained as set out above by entering into confidentiality agreements with employees or taking other appropriate measures. A party shall also ensure that subcontractors and subcontractors' employees that participate in the performance of the project sign confidentiality obligations on equivalent terms.

# 17. Liability for the Service

17.1 In the event of a fault in the Service, the Supplier shall, if possible, remedy the fault with the urgency required by the circumstances.

If the Customer has not been able to use the Service in significant respects due to a fault in the Service, the Customer is also entitled to receive, for the period from the notification of the fault and during the time the fault persists, a reasonable reduction in the remuneration relating to the Service.

The Supplier is only liable for faults pursuant to sub-clause 17.1 if the Customer has notified the Supplier within a reasonable time after discovering the fault, and has stated and, if necessary, demonstrated, how the fault presents itself. Where the fault is caused by the negligence of the Supplier, the Supplier is liable for damages, with the limitations set out in clause 18.

- 17.2 If the parties have agreed service levels for the Service, these shall be specified in the Agreement.
- 17.3 Specific terms and conditions for fault in the Application in a SaaS Service

As concerns faults in a Third Party Application in a SaaS Service, the provisions of clause 7.4 shall apply instead. As concerns faults in a Application that is not a Third Party Application in a SaaS Service, the Customer is entitled to a reduction of the remuneration in accordance with clause 17.1. In this respect, the Supplier is liable in accordance with clause 17.1, fourth paragraph, if the fault is not remedied after the Customer has given the Supplier a final, reasonable deadline. Where the Customer has notified a fault, but no fault for which the Supplier is liable is deemed to exist, the Customer shall remunerate the Supplier for the service performed in accordance with the Supplier's from time to time applicable price list.

A fault in an Application that is not a Third Party Application means a deviation from functions and other requirements that follow from (a) the Specification regarding the Application; (b) product descriptions used by the Supplier for the relevant update, version or release of the Application; and (c) deviations from generally accepted standards for equivalent software. In the event of any conflict between (a), (b) and (c) they shall take precedence in the order stated.

- 17.4 Unless otherwise follows from the Agreement, the Supplier's liability for faults or non-performance of service levels does not include faults or defects caused by the circumstances set out below:
  - (a) Circumstances for which the Customer is responsible under the Agreement;

- (b) Circumstances beyond the Supplier's area of responsibility for the Service;
- (c) A virus or other security interference, provided that the Supplier has implemented security measures in accordance with any agreed requirements or, in the absence of such requirements, in accordance with professional standards.
- 17.5 If the parties have entered into an agreement regarding agreed service levels the Supplier is only liable, in the event of non-compliance with the agreed service levels, for a price reduction or liquidated damages in accordance with the terms and conditions of the agreed service levels. Where the parties have not specifically agreed such price reduction or liquidated damages, the Customer shall instead be entitled to a reasonable reduction of the remuneration in accordance clause 17.1. Other than as just stated, the Customer is not entitled to any damages or other compensation due to non-compliance of agreed service levels, other than in the event of intent or gross negligence.
- 17.6 The Customer may only invoke remedies under clause 17, if the Customer has notified the Supplier in writing to this effect no later than 90 days after the Customer became aware, or should have become aware, of the grounds for the claim.

# 18. Limitation of liability

- 8.1 If a party is prevented from fulfilling its obligations under the Agreement due to a circumstance beyond the party's control, including but not limited to lightning strike, labour dispute, fire, natural disaster, changes in regulations, governmental actions and/or a failure or delay in services provided by a subcontractor due to a circumstance stated herein, then this shall constitute a ground for release resulting in an extension of the deadline for performance and release from damages and other remedies. If the performance of the Service in substantial respects is prevented for a period exceeding two months due to a circumstance stated herein, either party shall have the right to terminate the Agreement in writing, without incurring any liability for compensation. When terminating the Agreement in accordance with this clause, clause 22 shall apply.
- 18.2 A party's liability for damages is limited, per calendar year, to a total sum equal to 15% of the annual fee for the Service in question. With regard to Additional Services, the Supplier's liability, per calendar year, shall be limited to the total amount of that Additional Service. A party is not in any event liable for loss of profit or other indirect damage. Furthermore, a party is not liable for the other party's liability towards a third party, other than as stated in clause 11 or, as regards the Customer's liability, under clause 12.2. The Supplier shall not be liable for any loss of data, except in respect of possible loss of data caused by the Supplier's negligence in performing its agreed commitments regarding backup copying. The limitation of liability in this clause 18.2 does not apply in the event of personal injury, liability in accordance with clause 11 and 12.2 or in the event of intent or gross negligence.
- 18.3 A party does not have the right to make a claim for damages, unless such claim is made within 6 months from the time the damage occurred.

# 19. Principles of business ethics

19.1 The Supplier undertakes to use principles of business ethics that comply with the IT&Telekomföretagen's basic principles on business ethics.

# 20. Term of Agreement

20.1 This Agreement takes effect when signed by the parties. The term of Agreement, extension period and notice period shall be specified in the Agreement. In the event a term of Agreement has been specified, the term is deemed to have started on the Actual Start Date. Unless the parties agree otherwise, either party may terminate the Agreement no later than 90 days before the expiry of the current Agreement term. Otherwise the agreement is extended each time by the agreed extension period. In the event that an Agreement term or extension period has not been not agreed, the Agreement continues to apply with a mutual notice period of 90 days. The Agreement expires at the calendar month end following the expiry of the notice period. Termination of the Agreement shall be made in writing.

# 21. Early Termination

- 21.1 Either party may terminate the Agreement:
  - (a) if the other party commits a significant breach of its obligations under the Agreement and does not remedy such breach within 30 days of a written notice that is addressed to the party in question and contains a reference to this clause; or
  - (b) if the other party enters into bankruptcy, initiates composition negotiations, is subject to a business reorganisation or is otherwise insolvent.
- 21.2 The terminating party may terminate the Agreement with effect from a certain date, which must not be later than three months after the notice of termination.
- 21.3 Termination shall only be valid if made in writing.

# 22. Winding up of the Service

22.1 Upon termination of the Agreement, a copy of the Customer's Data and, when applicable, the Customer's Software shall, on a request from the Customer that shall be made at the latest 60 days from the termination of the Agreement, promptly be returned to the Customer or to a person designated by the Customer, and any parts which exist electronically shall, if the Customer so wishes and to the extent reasonable, be submitted in electronic form in accordance with the Customer's instructions. After the expiry of such 60-day period, and unless otherwise is required by law, the Supplier may destroy such Customer's Data and the Customer's Software at the Supplier's premises, or in a different manner make it inaccessible to the Customer.

In order to achieve a transfer of the service that disrupts the Customer as little as possible, the Supplier shall, as an Additional Service and to a reasonable extent, assist the Customer if the Customer will provide an equivalent service to the Service, either itself or through another company designated by the Customer. After transferring the Customer's Data, or if the Customer has not requested such transfer, the Supplier shall, after the expiry of the 60-day period referred to in the previous paragraph, delete or anonymise the Customer's Data within a reasonable time but by not later than 12 months from the expiry of the Agreement. After expiry of the Agreement, the Supplier shall not process personal data contained in the Customer's Data for any purpose other than to delete or anonymise Customer's Data. The Supplier shall be entitled to reasonable remuneration for such work or any required investment in accordance with the Supplier's current price list. The Customer's obligation to pay for an investment only arises if the Customer requests such an investment

#### 23. Notices

- 23.1 Notice of termination and/or other notices shall be sent by courier, registered post or electronic message to the other party's contact person at the address specified by such party. The other party shall be deemed to have received such notice:
  - (a) at the time of delivery, if delivered by courier;
  - (b) 5 days after dispatch, if sent by registered post;
  - (c) at the time the electronic message arrived at the recipient's electronic address, if sent by electronic message.

# 24. Assignment

- 24.1 The Agreement may not be assigned without the approval of the other party.
- 24.2 Notwithstanding the above the Supplier may assign the right to accept payment under the Agreement without the approval of the Customer.

# 25. Governing law, disputes

- 25.1 This Agreement shall be governed by Swedish law, without application of its conflict of laws principles.
- 25.2 Any disputes arising out of the Agreement shall be settled in the general courts.