



GENERAL TERMS AND CONDITIONS – VIKING PARTNERS

1. INTRODUCTION AND DEFINITIONS

These general terms and conditions (the “**Terms**”) constitute an integral part of the partner agreement between Viking and Partner and shall be binding to the Parties unless the Parties expressly agree otherwise. Terms and conditions provided by Partner shall not apply unless Viking, in each individual case, has provided its prior written approval thereof. Viking reserves the right to change these Terms from time to time. Any such changes shall be immediately effective between the Parties. The version of the Terms applicable can be found at www.vikinganalytics.se/termsandconditions.

For the purposes of these Terms, in addition to the capitalized terms defined in the partner agreement top which these Terms are appurtenant, or elsewhere in these Terms, the following terms shall have the meanings ascribed to them as follows:

“**Availability Interruption**” means an interruption of the agreed Availability Level of the Services.

“**Availability Level**” means the availability level of the Services as set forth under Section 2.1.

“**Customer Data**” means all electronic data or information submitted by Customers to the Services.

“**Fees**” means the fees (as specified in each Order) payable by Partner to Viking.

“**Partner Data**” means all electronic data or information submitted by Partner or any of Partner’s subcontractors to the Services.

2. PROVISION OF THE SERVICES

2.1. Availability etc. Viking shall maintain technical, organisational and administrative security measures and processes designed to protect the Services from unauthorized access, destruction or disclosure.

Subject to the exceptions set forth below, Viking guarantees the Partner an Availability Level to the Services of ninety-eight (98) percent, unless otherwise specified in the Agreement. For the avoidance of doubt, one hundred (100) percent availability is equal to availability 24/7.

Availability Interruptions due to any of the following circumstances shall not entitle Partner to compensation: (a) scheduled outages due to maintenance, repair, modifications, upgrades etc. (of which Viking shall notify Partner in writing if the outage is expected to last more than four (4) hours in due time, and in any event no later than one (1) week prior to the scheduled outage), (b) force majeure under Section 10.7, (c) any problems with the

Partner’s or Customer’s hardware or software, (d) virus or other attack on the security, or (e) any circumstance outside of Viking’s responsibility.

2.2. Measuring of availability. The measuring of the availability in relation to the Availability Level shall be conducted and presented over a period of thirty (30) days from Viking’s receipt of Partner’s written Error Notification. The point of measurement shall be the connection point, i.e. the point where Partner accesses the Services on the login page on the agreed URL-address.

2.3. Price reduction due to Availability Interruptions. In the event that the Availability Level falls below the agreed level, Partner is entitled to a reduction of the Fees in accordance with the levels set out below, based on the monthly Fee for the Services:

Percentage less than the agreed Availability Level:

0,1 – Percent price reduction: 10%

0,5 – Percent price reduction: 20%

1,5 – Percent price reduction: 30%

The maximum reduction of the Fees per month is thirty (30) percent of the monthly Fees for the Services. In order to be valid, a claim for reduction shall be made in writing within thirty (30) days after receiving the compilation of the Availability Levels. The remedies for Availability Interruptions set forth in this Section 2.3 shall be the sole remedy for such unfulfillment of the Agreement.

2.4. Subscription term. Subscriptions purchased by Partner commence on the start date specified in the applicable Order and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order, all subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one (1) year (whichever is shorter), unless either Party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term.

2.5. Non-Viking Applications. The Services may contain features designed to interoperate with Non-Viking Applications. To use such features, Partner (and subsequently Customers) may be required to obtain access to such Non-Viking Applications from their providers. If the provider of any such Non-Viking Application ceases to make the Non-Viking Application available for interoperation with the corresponding Service features on reasonable terms, Viking may cease providing such Service features without entitling Partner or any Customers to any refund, credit, or other compensation.

2.6. Support. Viking shall provide support to Partner during office hours Monday to Friday 09.00 to 17.00 CET, unless otherwise specified in the partner agreement. Viking shall have no obligation to provide support to Partner in connection with errors or operational disruptions caused by Partner’s breach of the Agreement.



2.7. Responsibility for Customers and Users etc. Subject to the limitations provided elsewhere in the Agreement, Partner shall (i) be responsible for Customers' and Users' compliance with the terms of the Agreement applicable to the Services; (ii) be responsible for the accuracy, quality and legality of the Customer Data and of the means by which it was acquired. Partner shall take any and all measures necessary in order to ensure the rights of Viking in relation to Customers as stipulated in the Agreement.

2.8. Negative undertakings. Partner undertakes not to (and not authorize any third party to): (a) sell, re-sell, rent or lease the Services outside the Territory; (b) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (c) use the Services to store or transmit means viruses, worms, time bombs, trojan horses and other harmful or malicious code, files, scripts, agents or programs; (d) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; (e) attempt to gain unauthorized access to the Services or their related systems or networks; (f) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law; (g) circumvent any user limits or other timing, use or functionality restrictions built into the Services; (h) remove any proprietary notices, labels, or marks from the Services (except to the extent Partner is so permitted to for the purposes of re-branding the Services); (i) frame or mirror any content forming part of the Services; or (j) access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services.

2.9. Subcontractors. If Partner receives Viking's prior written approval, Partner may appoint a subcontractor to market, promote and/or re-sell Services on behalf of Partner in the Territory under the Agreement. Partner shall in such case ensure that the subcontractor complies with the provisions of the Agreement. Partner is liable for any and all breaches of the Agreement and/or damages caused to Viking due to breach, regardless of whether the breach and/or damage is committed/caused by Partner or a subcontractor.

3. INTELLECTUAL PROPERTY RIGHTS AND SPECIFIC REGULATION REGARDING DATA

3.1. General. Viking owns and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and other intellectual property rights), in and to the Services and the User Guide. Except as expressly set forth in the Agreement, Viking reserves all rights and grants Partner no licenses of any kind.

3.2. Feedback. If Partner provides Viking with reports of defects in the Services or proposes or suggests any changes or modifications (collectively

"Feedback"), Viking shall have the right to use and exploit such Feedback including, without limitation, the incorporation of such Feedback into Viking's software products and/or services, without any obligation to Partner.

3.3. Ownership of data. Viking shall have the right to use and exploit any and all models strained on Customer Data and/or Partner Data, including, without limitation, the incorporation of such models into Viking's software products and/or services, without any obligation to Partner or Customers. Partner shall obtain such rights for Viking from its Customers. Subject to the aforementioned, and the limited rights granted to Viking pursuant to the Agreement, Viking acquires no right, title or interest from Partner or any Customers under the Agreement in or to Customer Data and/or Partner Data, including any intellectual property rights therein.

3.4. Access to Customer Data and Partner Data. Subject to the above, Viking shall have the limited right to use the Customer Data and Partner Data which is necessary for Viking to provide the Services in accordance with the Agreement, or otherwise as required by law. Partner shall obtain such rights for Viking from its Customers. If Partner or any of its Customers installs or enables Non-Viking Applications for use with the Services, Partner acknowledges that Viking may allow providers of those Non-Viking Applications to access Customer Data and Partner Data as required for the interoperation, and that Viking shall not be responsible for any disclosure, modification or deletion of any data resulting from any such access.

3.5. Protection of Customer Data and Partner Data. Viking shall maintain commercially reasonable safeguards for protection of Customer Data and Partner Data. Viking shall not, except to the extent required to fulfill its obligations under the Agreement or as otherwise permitted under the Agreement access, modify or disclose Customer Data and/or Partner Data.

3.6. Data and label retention. Partner Data, Customer Data and labels shall be retained by Viking for a minimum period of two (2) years from the data time stamp.

4. FEES, PAYMENT TERMS AND TAXES

4.1. Fees etc. Partner shall pay all Fees specified in all Orders pursuant to the Agreement. Except as otherwise specified in the Agreement or in an Order, (i) Fees are based on User licenses purchased for the Services, (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the applicable Order. User subscription Fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, Fees for User subscriptions added in the middle of a monthly period



will be charged for that full monthly period and the monthly periods remaining in the subscription term.

Viking is entitled to change the price list for the Services at its discretion. The amended price list shall be effective upon the expiration of the Initial Term or Term during which the price list was amended.

In case Viking representatives/employees travel at the request of Partner, Viking is entitled to invoice Partner for travel costs, hotel, travel time, expenses and other related costs, provided that the costs are reasonable.

4.2. Payment. All payments under the Agreement shall be made within thirty (30) days after issuance of the applicable invoice. All amounts are payable in Euros unless specified otherwise on the Order or an SOW.

All prices and other monetary amounts referred to in the Agreement are in the currency set forth above, and all payments under the Agreement should be made in that currency unless Viking has given its written approval to change the currency.

4.3. Taxes. Unless otherwise stated, the Fees do not include any taxes, levies, duties or similar governmental assessment of any nature ("**Taxes**"). Partner is responsible for paying all Taxes associated with its purchases pursuant to the Agreement.

5. AUDIT

5.1. Right to audit. At any time during the term of the Agreement, Viking shall have the right (exercisable by giving prior written notice to Partner) to perform audits and inspections of Partner and/or Partner's systems and operations in order to verify Partner's compliance with the Agreement.

5.2. Partner's audit assistance. Partner shall ensure that Viking is able to conduct audits in accordance with Section 5.1 and undertakes to assist Viking in the execution of such audits.

6. CONFIDENTIALITY

6.1. Confidentiality undertaking. Neither Party shall use any information disclosed by the other Party which is marked "confidential" or "proprietary", or which the recipient knows or has reason to believe is regarded by the disclosing Party as such, including oral information ("**Confidential Information**") except as necessary to exercise its rights or perform its obligations under the Agreement. The Parties shall use the same degree of care to protect the disclosing Party's Confidential Information as it uses to protect its own confidential information, but under no circumstances less than reasonable care. "Confidential Information" does not include any information that the receiving Party can show: (a) was known to it prior to its disclosure hereunder by

the disclosing Party; (b) is or became known through no wrongful act of the receiving Party; (c) has been rightfully received from a third party authorized to make such a disclosure; or (d) is independently developed by the receiving Party.

6.2. Permitted disclosure. Notwithstanding the foregoing provisions in this Section 6, the Parties may disclose Confidential Information: (a) as required by law or other governmental decision, (b) in confidence, to auditors, accountants, legal counsel and their advisors, (c) in connection with the enforcement of the Agreement or any rights under the Agreement, (d) to officers, employees and consultants who need access to such Confidential Information in order to fulfil the relevant Party's obligations under the Agreement and who have entered into written confidentiality agreements with it as least as restrictive as those set forth in this Section 6.

6.3. Return of confidential information. Upon termination of the Agreement, the receiving Party shall promptly return to the disclosing Party or destroy, at the disclosing Party's option, all of the disclosing Party's Confidential Information.

7. DISCLAIMER AND LIMITATION OF LIABILITY

7.1. Disclaimer. The Services and the User Guide are provided "as is" and Viking disclaims all warranties of any kind with respect to the Services and the User Guide, whether express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title and non-infringement. Specifically, Viking makes no warranty that the Services and the User Guide shall be uninterrupted, timely, secure or error-free.

7.2. Mutual limitation of liability. Neither Party shall have any liability to the other Party for any lost profits or costs of procurement of substitute goods or services, or for any incidental, punitive, indirect, special or consequential damages (*Sw. "indirekt skada"*), unless caused by gross negligence or wilful misconduct. The limitations set forth in this Section 7.2 do not apply to any infringement or misappropriation by either Party or its subcontractors of the other Party's intellectual property rights.

7.3. Viking limitation of liability. Notwithstanding any other provision in the Agreement, Viking's maximum cumulative aggregate liability for all claims, liabilities or obligations arising under or relating to the Agreement, regardless of the number of claims or the theory of liability, shall not exceed an amount equal to fifteen (15) percent of all amounts paid by the Partner to Viking under the twelve (12) months preceding the first incident out of which the liability arose.



8. INDEMNITY

8.1. Viking shall defend Partner against any claim brought against Partner by a third party alleging that the Services, when used as authorized under the Agreement, infringe any third-party patent or copyright, and shall indemnify and hold Partner harmless against any damages and costs finally awarded by a competent court or judicial body or agreed in a settlement executed by Viking (including reasonable attorneys' fees), provided that Partner has given Viking: (a) prompt written notice of the claim as soon as Partner becomes aware of it; (b) reasonable assistance in the defense of the claim, including providing Viking a copy of the claim together with all relevant information in Partner's possession or control; and (c) the exclusive right to control the defense and/or settlement of the claim.

8.2. In case of a claim under Section 8.1, Viking may, in its discretion and where Viking deems it appropriate: (a) procure a right for Partner to continue use of the Services in accordance with the Agreement; or (b) modify the allegedly infringing part of the Services so that it becomes non-infringing but without affecting its essential functionality.

8.3. Viking's indemnity obligations does not apply: (a) to the extent that the Services have been modified by a party other than Viking and the alleged infringement would not have occurred without such modification; (b) if the Services have been used in combination with any Non-Viking Applications; unless such combination has not caused the alleged infringement; (c) in case of unauthorized use of the Services; (d) to the extent the claim has arisen as a result of Partner Data, Customer Data or any third-party deliverables or components contained in or used with the Services or (e) if Partner makes any admissions with respect to or settle a claim without prior written consent from Viking. The indemnity provided in this Section 8 sets out Viking's sole liability and the remedies set out herein are exclusive in case of intellectual property infringement claims related to the Services and/or the Agreement.

9. EFFECT OF TERMINATION ETC.

9.1. Provision and use of the Services after termination or expiration. Upon termination or expiration of the Agreement, Partner shall cease all use of the Services, and shall promptly return all copies of the User Guide to Viking. Notwithstanding the foregoing, Viking shall continue to provide Services for Customers to whom Partner has sold subscriptions for the Services before expiry or termination of the Agreement, for the shorter of (a) the remainder of the Customer's then-current subscription period and (b) six (6) months. Viking's provision in this regard is subject to payment of the applicable Fees and subject to Partner's continued compliance with the Agreement, which in such case shall continue in respect to such Customers until the relevant subscription has expired under this Section 9.1.

9.2. Provision of data after termination or expiration. Upon request by Partner made within thirty (30) days after the date of termination or expiration of a Services subscription, Viking shall make available to Partner for download a file of such Customer Data or Partner Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, Viking shall have no obligation to maintain or provide any of such Customer Data or Partner Data.

9.3. Surviving provisions. Provisions contained in the Agreement which are expressed or by their nature and context are intended to survive the termination of the Agreement, including but not limited to Section 7 of the partner agreement and sections 2.8, 3, 7, 9 and 11 of these Terms, shall so survive such termination.

10. MISCELLANEOUS

10.1. Marketing Activities. Following the execution of the Agreement, the Parties may issue a joint press release highlighting the relationship contemplated by the Agreement. Notwithstanding the foregoing, neither Party will publish a press announcement related to the Agreement without prior written consent of the other Party.

10.2. Assignment. Neither Party may assign any of its rights or delegate any of its obligations under the Agreement, whether by operation of law or otherwise, without the prior express written consent of the other Party.

10.3. Amendments. Any amendment or modification to the Agreement shall be valid and binding only if made in writing and signed by the duly authorized representatives of both Parties.

10.4. No joint venture etc. The Agreement shall not be deemed to create any kind of joint venture, agency or partnership between the Parties and neither Party shall be considered an agent or legal representative. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party, with regard to any manner or thing whatsoever, unless otherwise specifically agreed upon in writing.

10.5. Final agreement. The Agreement, together with any documents referred to in the Agreement, constitutes the final, complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes any earlier discussions, understandings and arrangements of any kind between the Parties hereto relating to such subject matter.

10.6. Notices. Notices under the Agreement shall be sent by courier, registered post or e-mail to the addresses stated in the partner agreement to which these Terms are appurtenant. A notice shall be deemed to have been received by a Party when (a)



delivered by courier, on the day of delivery, (b) delivered by registered post, unless, in fact, it has been received by the recipient sooner, the third (3) business day from mailing, if mailed from Sweden, and the fifth (5) business day from mailing, if mailed from outside of Sweden, and (c) delivered by e-mail, on the day of dispatch.

10.7. Force majeure. Except for each Party's obligations to pay money, neither Party shall be deemed to be in breach of the Agreement for any failure or delay in performance caused by reasons beyond its reasonable control which could not reasonably have been foreseen at the conclusion of the Agreement, including but not limited to pandemic, strike, labour disturbances, fire, flood, riot, act or ordinance of any governmental or local authority, terrorism, or war.

11. CHOICE OF LAW AND DISPUTE RESOLUTION

11.1. Choice of law. The Agreement shall be governed by the laws of Sweden without regard to its conflict of law principles.

11.2. Dispute resolution. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "**SCC**"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

11.3. Seat and language. The seat of arbitration shall be Göteborg, Sweden. The language to be used in the arbitral proceedings shall be English.