

# StruSoft General Terms and Conditions

## - Software as a Service

### 1 GENERAL TERMS AND CONDITIONS

- 1.1 These General Terms and Conditions ("Terms and Conditions") apply to the use of StruSoft's SaaS and Related Services. StruSoft reserves the right to change these Terms and Conditions from time to time. Any such changes shall be immediately effective between the Parties. An up to date version can be found at <https://strusoft.com/terms-and-conditions>.
- 1.2 These Terms and Conditions shall apply also when a Partner sells or distributes SaaS and Related Services in which case the Customer agrees to be legally bound to abide to and accepts these Terms and Conditions.

### 2 DEFINITIONS

- 2.1 For the purpose of the Agreement, the following terms shall have the following meaning.

**"Agreement"** means the agreement including its appendices (also including these Terms and Conditions) between the Customer and StruSoft or a Partner regarding the delivery of SaaS and Related Services, the StruSoft Privacy Policy and in case of online purchase on StruSoft's website(s), the Agreement means the sales conditions stated in the online purchase order form including its appendices.

**"Availability-Level"** means the availability level of SaaS, to the Customer between 9:00-17:00 CET during weekdays Monday to Friday, as expressly set forth under Section 8;

**"Availability Interruption"** means an interruption of the agreed Availability-Level of SaaS;

**"Confidential Information"** means any information disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") in connection with the Agreement which is disclosed in writing, verbally or by inspection and is identified as "confidential" or "proprietary" by the Disclosing Party, or which the Recipient has reason to believe is treated as confidential or proprietary by the Disclosing Party;

**"Customer"** means the end-user, specified in the Agreement, that is licensed under the Agreement to use the SaaS and Related Services;

**"Customer Data"** means the data or other information that is created by the Customer and hosted by StruSoft;

**"Data Storage"** means the service to store Customer Data which is uploaded or created in the SaaS;

**"Maintenance"** means correction of errors, general improvements and new functions (updates and upgrades) of the SaaS that StruSoft from time to time upon its sole discretion decides to include into the SaaS;

**"Partner"** means a third party that StruSoft has given the right to sell or distribute the SaaS and Related Services according to conditions specified in an agreement between StruSoft and the Partner;

**"Personal data"** means any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**"Related Services"** means the professional services StruSoft offers to the Customer, like implementation, training, customisation, web-design, software development, web-hosting, and related activities;

**"SaaS"** means the web-based collaborative document and project management software developed by StruSoft and any updates/upgrades hereof under this Agreement. The SaaS includes Data Storage of Customer Data;

**"Start Date"** means the start date of SaaS specified in the Agreement;

**"Support"** means telephone, email and chat support provided to the Customer by StruSoft;

**"User"** means the person that the Customer has authorized to use SaaS and Related Services. The person can be working at the Customer (internal) or not working at the Customer (external).

### 3 STRUSOFT'S OBLIGATIONS

- 3.1 StruSoft shall from the agreed Start Date deliver SaaS to the Customer, and additionally agreed Related Services, in accordance with the Agreement.
- 3.2 StruSoft shall provide Maintenance of SaaS to the Customer during the term of the Agreement. The Maintenance will be handled as expressly set forth in Section 7 – Maintenance and Support.
- 3.3 StruSoft offers Support of SaaS to the Customer during the term of the Agreement. The included Support is stated in the Agreement. The Support will be handled as expressly set forth in Section 7 - Maintenance and Support.
- 3.4 StruSoft will only have direct access to the contents of Customer Data in the event of;
  - a) it is required by law to obtain such information;
  - b) it needs to access the Customer Data in order to fulfil its obligations under the Agreement.
- 3.5 StruSoft is not obliged to deliver any product or service to the Customer outside the scope of the Agreement.

### 4 THE CUSTOMER'S OBLIGATIONS

- 4.1 The Customer hereby undertakes to:
  - a) pay all applicable fees to StruSoft when due and as stated in the Agreement and Section 6 – Terms of Payment;
  - b) the Customer shall provide all required information to StruSoft during implementation of the SaaS and Related Services to enable StruSoft to meet the terms and conditions of the Agreement;
  - c) The Customer is responsible for its own hardware and software and it is the Customers responsibility to ensure that the Customer holds and maintains the hardware and software necessary to utilize the SaaS and Related Services. The Customer is further responsible and shall be liable for the connection between the Customer's hardware and software and the SaaS and Related Services. StruSoft does not guarantee function or provide support for hardware or for any software outside the SaaS. The Customer is responsible for bearing any costs related to their hardware, software and internet service. The hardware and software requirements for the SaaS are specified on [www.strusoft.com/requirements](http://www.strusoft.com/requirements);
  - (iii) The Customer shall make sure that: (i) the Customer Data is free from viruses, Trojans, worms or other harmful software or code, (ii) the Customer Data will not in any way harm or negatively affect the SaaS and Related Services or act in any way that is likely to cause computer failures on the Services, The Customer must inform StruSoft immediately upon finding that such Customer Data has been or may have been transmitted, (iv) the Customer Data will not infringe upon any applicable laws in the relevant jurisdiction/jurisdictions, including third party intellectual property rights, through defamatory language, or other unlawful conduct, (v) the Customer undertakes to inform StruSoft immediately upon finding illegal conduct in connection to the use of the Service;
  - e) The Customer information for login data, security methods and other information that StruSoft provides for access to the SaaS and Related Services, shall be handled as Confidential Information as expressly set forth in Section 18 – Confidentiality. The Customer shall immediately notify StruSoft in the event that any unauthorized user has gained knowledge about information in accordance with this Section.
- 4.2 The Customer is bound to make sure and is responsible and liable for that all Users use the SaaS and Related Services in accordance with and subject to the terms and conditions specified in the Agreement and that the SaaS and Related Services is not used for, or in, any illegal activities.
- 4.3 The Customer shall hold StruSoft harmless for any damage

caused by the Customers breach of its undertakings under Sections 4.1 and 4.2.

- 4.4 The Customer shall appoint at least one (1) technical contact person, who shall maintain a level of familiarity with and knowledge of the operation and use of the SaaS and Related Services. The Customer shall provide StruSoft with name and contact information to the technical contact person, and the Customer shall notify StruSoft in writing of any changes in the identity of or contact information for the technical contact person.
- 4.5 The Customer shall report any problems with the SaaS and Related Services to StruSoft without any delay. The service request shall be conducted through the channels according to Section 7 – Maintenance and Support.
- 4.6 The Customer shall, when notifying StruSoft about a problem, state and when necessary demonstrate how the problem appears.
- 4.7 An Availability Interruption is reported when registered in StruSoft's maintenance and support program.

## 5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 All intellectual property rights and other rights, including without limitation design rights, trademarks, registered trademarks, copyrights, products names and company names, patents, trade names, designs and product designs, as well as trade secrets, know-how and source code relating to the SaaS and Related Services shall at all times be the property of StruSoft and/or its affiliates (including but not limited to Partners and licensors). Nothing contained in the Agreement shall constitute or be construed as a transfer of ownership of any of these intellectual property rights or to otherwise give the Customer any proprietary rights to the SaaS and Related Services or any of the intellectual property rights of StruSoft or its affiliates. The Customer will have no right, title or interest in the SaaS and Related Services except as expressly set forth in the Agreement.
- 5.2 The Customer shall not (nor shall it permit any third party to):
  - a) copy or manufacture the SaaS or Related Services or any portion thereof;
  - b) translate, examine, modify, adapt, enhance, extend, decompile, disassemble or otherwise reverse engineer or otherwise attempt to derive the source code of the SaaS or Related Services by any means whatsoever;
  - c) use the SaaS or Related Services to provide any hosting facility management or bureau service or otherwise use the SaaS or Related Services to process the data of any third party;
  - d) lend, rent, or resell the SaaS or Related Services to a third party;
  - e) transfer the rights of usage of the Agreement to any third party.
- 5.3 The Customer shall promptly notify StruSoft of any and all material breaches of the Agreement that may come to the Customer's attention to the extent that such breach affects the SaaS or Related Services or the intellectual property rights of StruSoft and/or its affiliates and the Customer shall assist StruSoft and/or its affiliates in all steps necessary to terminate any breached license if the breach is not curable or if it is not cured promptly after notice.
- 5.4 The Customer shall promptly notify StruSoft and/or its affiliates of any actual, threatened or suspected infringement of the trademarks or StruSoft's and/or its affiliates other intellectual property rights, as well as any claims or allegations that the SaaS or Related Services infringe the rights of any third party.
- 5.5 The Customer agrees to protect StruSoft's intellectual property rights and to cooperate in StruSoft's efforts to protect its intellectual property rights.

## 6 TERMS OF PAYMENT

- 6.1 Upon signature of the Agreement between the Customer and StruSoft:
  - a) StruSoft will invoice the Customer according to terms of the

Agreement and in accordance with this Section;  
b) the Customer shall pay the fees for the SaaS and Related Services according to terms of the Agreement;  
c) for travel at the request of the Customer, StruSoft reserves the right to invoice the Customer for travel, hotel, travel time, allowance expenses and other related costs.

- 6.2 All fees are exclusive of all taxes, including sales, use or value added taxes where applicable.
- 6.3 The fees are stated and are fixed for the Initial Term of the SaaS according to what is stated in the Agreement or the online purchase order form;
- 6.4 StruSoft reserves the right to change the price list (fees) for the SaaS and Related Services at any time during the term of the Agreement. The new fees shall be effective upon renewal of the Term.
- 6.5 The Customer agrees to pay all fees as specified in the Agreement within thirty (30) days, if not otherwise specified in the Agreement, from the date of StruSoft's invoice.
- 6.6 If the Customer fails to make any payment when due, then StruSoft has the right to obtain interest in accordance with the Swedish Interest Act, if not otherwise stated in the Agreement, on overdue payment, and in such an event withhold the whole delivery, or parts of the same.
- 6.7 If the Customer has not paid within agreed payment term as stated above, StruSoft reserves the right to terminate the Agreement by way of written notice in accordance with Section 17.2. If StruSoft terminates the Agreement as a result of this Section, the Customer has no right what so ever to any compensation from StruSoft.
- 6.8 All prices and other monetary amounts referred to herein are in the currency set forth in the Agreement, and all payments under the Agreement should be made in that currency.

## 7 MAINTENANCE AND SUPPORT

- 7.1 StruSoft shall provide Maintenance of the SaaS and perform error corrections for errors reported by the Customer in the current version of the SaaS. Any errors experienced by the User should be promptly reported according to Sections 4.5 and 4.6.
- 7.2 Support is provided during normal office hours Monday to Friday 09.00 to 17.00 CET, if not otherwise specified in the Agreement. Exceptions to the normal office hours can occur. The Support process is handled in accordance with StruSoft's support process, which may be modified by StruSoft from time to time.
- 7.3 StruSoft may, on request from the Customer, use additional Support services for which StruSoft shall charge the Customer as agreed between the Parties.
- 7.4 The following Support is provided by StruSoft to the Customer:
  - a) Online help is available on [www.strusoft.com/support](http://www.strusoft.com/support) via a helpdesk management system including "frequently asked questions";
  - b) A support ticket can be submitted on [www.strusoft.com/support](http://www.strusoft.com/support).
- 7.5 Telephone Support is included by StruSoft, if not otherwise specified in the Agreement. The Support number is available on [www.strusoft.com/support](http://www.strusoft.com/support) if not otherwise specified in the Agreement.
- 7.6 The Support request shall contain a relevant problem description.
- 7.7 StruSoft shall have no obligation to provide Maintenance or Support to the Customer in connection with errors or operational disruptions caused by:
  - a) use of the SaaS and Related Services with hardware or software which is not according to the software and hardware requirements according to Section 4.1;
  - b) changes, modifications, or alterations to the SaaS and Related Services not approved by StruSoft;
  - c) use of the SaaS and Related Services other than in accordance with the documentation (online help) and the terms of the Agreement;
  - d) the negligence of the Customer or its employees or any third party.

## **8 AGREED AVAILABILITY-LEVEL**

- 8.1 StruSoft guarantees the Customer an Availability-Level to the SaaS of 99.70% during the term of the Agreement, if not otherwise specified in the Agreement.
- 8.2 The Customer is aware and accepts that SaaS may be unavailable due to shutdowns reasonable in time for necessary Maintenance.

## **9 MEASURING**

- 9.1 The measuring of the Availability-Level shall be conducted and presented over a period of thirty (30) days from registration day in accordance with Section 4.7.
- 9.2 The point of measurement shall be the connection point, i.e. the point where the Customer accesses SaaS on the login page on the agreed URL-address.

## **10 AVAILABILITY INTERRUPTION**

- 10.1 StruSoft is not responsible for any Availability Interruptions or other insufficient fulfilment of the SaaS and/or Availability-Level if the problem have been caused by any of the circumstances listed below that are not directly assignable to StruSoft:
  - a) any problems in the Customer's hardware or software;
  - b) any circumstances outside of StruSoft's responsibility;
  - c) any other circumstances that the Customer are responsible for in accordance with the Agreement;
  - d) virus or other attack on the security;
  - e) circumstances that are referred to as Force Majeure, or;
  - f) any circumstance what so ever causing an Availability Interruption or the like while the Customer has been restricted access to the SaaS as set forth in Section 6.6 and 6.7.

## **11 PRICE REDUCTION**

- 11.1 In the event that the Availability-Level falls below the agreed level, the Customer has the right to a reduction of the fee in accordance with the levels below, based on the monthly fee for the SaaS:
  - Percentage less than the agreed Availability-Level: 0.1
  - Percent price reduction: 10%
- 11.2 Maximum reduction of the fee per month when the Availability-Level is less than the agreed level that the Customer can claim is thirty (30) percent of the monthly fee for the SaaS.
- 11.3 The Customer shall bring forward its claims of a reduction of the fee, in accordance with this Section, to StruSoft within seven (7) days after receiving the compilation of the Availability-Levels, in accordance with Section 9.
- 11.4 StruSoft is only liable for insufficient Availability-Levels as set forth in the Agreement. The Customer does not have any additional rights to compensation or other reimbursement as a result of insufficient Availability-Levels, other than what has been caused by StruSoft intentionally or by gross neglect.

## **12 TECHNICAL DATA**

- 12.1 The Customer agrees that StruSoft may collect and use technical data and related information, including but not limited to technical information about the Customer's and/or User's device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to the Customer and/or User related to SaaS and Related Services. StruSoft may use this information, as provided by the Privacy Policy.

## **13 CUSTOMER DATA**

- 13.1 In the relationship between StruSoft and the Customer, the Customer owns all rights to the Customer Data.
- 13.2 In the event where StruSoft is monitoring the usage of the SaaS and Related Services, if nothing else is agreed upon, StruSoft will only use the Customer Data for the purpose of, and to the extent that it is necessary for the development of the SaaS and Related Services. StruSoft shall upon the Customer's request, let the Customer take part of the

information that has been registered concerning the usage of the SaaS and Related Services in accordance with this Section, if this is agreed upon.

## **14 PERSONAL DATA**

- 14.1 The Customer agrees that the handling of personal data is managed in accordance with the GDPR (Regulation (EU) 2016/679) and applicable Swedish laws. All personal data used in connection to, or within the scope of the SaaS and Related Services, is the Customer's responsibility. StruSoft agrees to manage the personal data in accordance with the Agreement and the Customer's written instructions. StruSoft is responsible to take the necessary technical and organizational measures that have been agreed upon between the Parties. If StruSoft uses a supplier that handles personal data, StruSoft shall, as a representative for the Customer, sign an agreement with the supplier in which the supplier undertakes to comply with Section 14.1. The Customer warrants that any personal data provided in the SaaS and related services has been processed lawfully, fairly and transparently, are accurate and up to date, regularly revised and, when appropriate anonymized, pseudonymized, or deleted by the Customer, and are kept confidential as required by applicable laws. StruSoft reserves the right to suspend or terminate the Customer's access to the SaaS and related services in cases of non-compliance with data protection responsibilities.

## **15 LIMITED WARRANTY; DISCLAIMER**

- 15.1 StruSoft warrants that the SaaS will function in accordance with the current online help documentation, available at [www.strusoft.com/support](http://www.strusoft.com/support), during the term of the Agreement (the "Warranty Period"). The warranty covers if, during the Warranty Period, the SaaS does not perform substantially in accordance with the online help documentation or is not recorded properly on the media or files to be downloaded. This warranty is void if failure of the SaaS has resulted from accident, abuse, or misapplication, or from the Customer having modified the software, or used it for a purpose or in a context other than the purpose or context for which it was designed. Any replacement software will be warranted for the remainder of the original Warranty Period. There is no warranty after expiration of the Warranty Period.
- 15.2 EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTIONS 15.1 AND IN SECTION 8.1, THE SAAS AND THE DOCUMENTATION (ONLINE HELP) AND RELATED SERVICES ARE PROVIDED "AS IS". ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.
- 15.3 The warranties in Sections 15.1 and 8.1 is for the benefit of the Customer only and may not be assigned or transferred to a third party.

## **16 NO CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY**

- 16.1 IN NO EVENT SHALL STRUSOFT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION DAMAGES OR LOSSES FOR LOSS OF PROFITS, LOSS OF PRODUCTION OR EXPECTED SAVINGS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA OR INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF STRUSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 16.2 StruSoft's total liability towards the Customer shall in the event where damages have not been caused by intent or gross negligence be limited to direct losses up to but not exceeding 15% of the total contract sum of the Agreement during the year the damage, or major part thereof, has occurred.

## **17 TERM AND TERMINATION**

- 17.1 Unless the Agreement is terminated before end of the Term in accordance with Sections 17.2 and 17.3 below, the Initial Term of the Agreement shall commence on the Start Date specified

in the Agreement and shall continue thereafter for a term of twelve (12) months, if not otherwise specified in the Agreement ("Initial Term"). Following the expiration of the Initial Term, the Agreement shall be automatically renewed for consecutive terms each corresponding to the Initial Term ("Consecutive Terms"), unless either Party notifies the other Party in writing at least three (3) months prior to the expiration of the Initial Term or current Consecutive Term, as applicable, of its intention not to renew the Agreement.

- 17.2 Either Party may terminate the Agreement, effective immediately upon written notice to the other Party, if:
- a) the other Party fails to perform any material obligation, duty or responsibility, or is in default with respect to any material term, warranty or condition, undertaken by such Party under the Agreement and such Party fails to cure such failure or default for a period of thirty (30) days following written notice thereof;
  - b) the other Party: (i) admits in writing its inability to pay its debts generally as they become due; (ii) makes a general assignment for the benefit of creditors; (iii) institutes proceedings to be adjudicated a voluntary bankrupt, or consents to the filing of a petition of bankruptcy against it; (iv) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seeks reorganization under any bankruptcy act, or consents to the filing of a petition seeking such reorganization; or (vi) has a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of its property or providing for the liquidation of its property or business affairs;
  - c) the other Party has repeatedly and materially failed to fulfill its obligations under the Agreement, regardless if such Party has cured such failures in accordance with Paragraph 16.2 (a) above.
- 17.3 StruSoft may terminate the Agreement with immediate effect in the event that the Customer materially breaches its obligations during its usage of the SaaS and Related Services as set forth in the Agreement. This should be commenced in writing by StruSoft to the Customer without any delay after the circumstances constituting the breach have become known to StruSoft.
- 17.4 Upon termination or expiration of the Agreement: (a) all sums due to StruSoft but not yet paid shall become immediately due and payable; (b) all rights and licenses of the Customer will terminate; and (c) the Customer shall return to StruSoft all copies or delete all installations of the SaaS and Related Services currently in its possession as well as all Confidential Information of StruSoft. Upon request by StruSoft, a duly authorized representative of the Customer shall certify in writing to StruSoft that all such materials have been returned to StruSoft or deleted.
- 17.5 Any termination or expiration of the Agreement (howsoever occasioned) shall not affect any accrued rights, remedies or liabilities of either Party.
- 17.6 Notwithstanding the termination or expiration of the Agreement, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such termination or expiration will survive, including without limitation Sections 4, 5, 15-18 and 20.

## 18 CONFIDENTIALITY

- 18.1 Any information, in whatever form, disclosed to the Customer that relates to the SaaS and Related Services and that is not publicly known will fall under the definition of "Confidential Information."
- 18.2 The Recipient shall keep confidential all Confidential Information of the Disclosing Party, and shall only utilize such Confidential Information in connection with the performance of the Agreement.
- 18.3 The obligation of confidentiality in Section 18.2 shall not apply to information: (i) which is in the public domain or comes into the public domain through no fault of the Recipient; (ii) which

is already known to the Recipient prior to the time of disclosure by the Disclosing Party, or is developed by the Recipient without reference to the Confidential Information of the Disclosing Party; (iii) which is properly received by the Recipient from a third party who has the right to disclose such information without restriction and who owes no obligation of confidentiality to the Disclosing Party; or (iv) which is required by law or by regulation of any governmental or regulatory authority, or is required by law in response to a valid order of a court or other governmental body; provided that if the Recipient believes, or is notified that, it is required by law, regulation or in response to a valid order to disclose any Confidential Information, it will promptly inform the Disclosing Party and, if requested by the Disclosing Party, at the Disclosing Party's expense, take all reasonable steps to prevent and/or limit such disclosure.

- 18.4 All Confidential Information supplied by the Disclosing Party to the Recipient pursuant to the provisions of the Agreement, together with all copies thereof, will remain the property of the Disclosing Party.
- 18.5 The confidentiality obligations set forth in this Section 18 shall survive any termination of the Agreement.

## 19 FORCE MAJEURE

- 19.1 Neither Party shall have any liability under the Agreement to the extent that it is delayed, prevented or hindered in performing any of its obligations under the Agreement (other than the obligation to pay money) as a result of a Force Majeure Event.
- 19.2 Either Party may terminate the Agreement effective immediately upon written notice to the other if the period that the other Party is delayed, prevented or hindered from performing its obligations arising from a Force Majeure Event that has lasted more than three (3) months.

## 20 GOVERNING LAW AND DISPUTES

- 20.1 The Agreement shall be governed by and construed in accordance with the laws of Sweden.
- 20.2 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 Arbitration Institute of the Stockholm Chamber of Commerce (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. The proceedings shall take place in Malmö, Sweden. The language to be used in the arbitral proceedings shall, unless otherwise agreed, be English.