Terms and conditions

As per 10 September 2025

These terms and conditions (these "**Terms and Conditions**") govern the services provided by Maintract AB (the "**Service Provider**") any customer or re-seller (any any case, "**Customer**") and the relation between them.

Each of the Customer and the Service Provider is hereinafter individually referred to as a "**Party**" and are collectively referred to as the "**Parties**".

If the terms of these Terms and Conditions do not align with any main agreement referencing these Terms and Conditions (a "**Main Agreement**"), the provisions of such main agreement shall prevail.

The Service Provider may at any time make changes to these Terms and Conditions and/or its policies, rules and guidelines for legitimate purposes, including but not limited to assure legal compliance or to cover new services or functionality in the Platform. The Service Provider will notify the Customer in case of such changes being material.

1.   Definitions

In these Terms and Conditions:

"**Agreements**" means these Terms and Conditions and any Main Agreement between the Service Provider and the Customer.

"**Charges**" means the Standard Charges and any other charges that are agreed in writing between the Parties.

"**Custom Services**" has the meaning ascribed to such term in Clause 4.1.

"**Customer Data**" means all data, works and materials (a) uploaded to or stored on the Platform by the Customer, (b) transmitted by the Platform at the instigation of the Customer, (c) supplied by the Customer to the Service Provider for uploading to, transmission by or storage on the Platform, or (d) being documents generated by the Platform as a result of the use of the Subscribed Services by the Customer (but excluding analytic data relating to the use of the Platform and server log files).

"**Customer Personal Data**" means any Personal Data that is processed by the Service Provider on behalf of the Customer in relation to these Terms and Conditions.

"**Data Charges**" means the charges for access, retrieval and analysing of data in connection with use of the Services and any other charges for additional data which is agreed by the Parties.

"**Data Protection Laws**" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679).

"**Effective Date**" means the day any Main Agreement relating to the Services is entered into, or otherwise when the Services are first provided by the Service Provider to the Customer.

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs).

"**Personal Data**" has the meaning given to it in the Data Protection Laws applicable in Sweden from time to time.

"**Platform**" means the platform managed by the Service Provider and used by the Service Provider to provide services to the Customer, including the application and database software for the Subscribed Services, the system and server software used to provide the Subscribed Services, and the computer hardware on which that application, database, system and server software is installed.

"**Service**" means any service provided by the Service Provider to the Customer to be used by the Customer on and in connection with the Platform, in each case made available by the Service Provider to the Customer as services via the internet in accordance with the Agreements.

"**Standard Charges**" means:

a.   the Subscribed Service Charges;

a.   Data Charges;

a.   charges for Custom Services and/or Support Services, in each case in an amount calculated by multiplying the Service Provider's standard time-based charging rates (as notified by the Service Provider to the Customer from time to time) by the time spent by the Service Provider's personnel performing Custom Services and/or Support Services; and

a.   such charges in such amounts as may be agreed in writing by the Parties from time to time.

"**Subscribed Services**" means any Service subscribed to by the Customer.

"**Subscribed Service Charges**" means in relation to each Service, the charges in relation to such Service as presented by the Service Provider in the Platform and/or in an order confirmation or as stated in the Main Agreement.

"**Subscribed Services Defect**" means a significant defect, error or bug in the Platform having a material adverse effect on the operation, functionality or performance of the Subscribed Services, but excluding any defect, error or bug caused by or arising as a result of:

a.   any act or omission of the Customer or any person authorised by the Customer to use the Platform or Subscribed Services; and

a.   an incompatibility between (i) the Platform or Subscribed Services, and (ii) any other system, network, application, program, hardware or software of the Customer if any such is of a faulty or non-standard nature.

"**Support Services**" means support in relation to the use of, and training services in relation to, the Subscribed Services.

"**Supported Web Browser**" means the current release from time to time of Microsoft Edge, Mozilla Firefox or Google Chrome, or any other web browser that the Service Provider agrees in writing shall be supported.

"**Term**" means the term of during which the Services are provided to the Customer, either as defined in a Main Agreement or, in absence of such, until the Agreements are terminated in accordance with their terms.

2.   **Subscribed Services**

2.1   The Service Provider hereby grants to the Customer a non-exclusive license to use the Subscribed Services by means of a Supported Web Browser for the internal business

purposes of the Customer, during the Term.

2.2   The Subscribed Services shall comprise all Services which the Service Provider and the Customer has agreed, from time to time, shall be included in as services during such period, including by way of a separate order confirmation (either executed by the Customer on the Platform or as separately entered into between the Service Provider and the Customer).

2.3   Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the license granted by the Service Provider to the Customer under Clause 2.1 is subject to the following prohibitions:

A.   the Customer must not sub-license its right to access and use the Subscribed Services; and

A.   the Customer must not permit any unauthorised person to access or use the Subscribed Services.

2.4   The Customer shall use reasonable endeavours, including reasonable security measures relating to account access details, to ensure that no unauthorised person may gain access to the Subscribed Services.

2.5   The Service Provider shall use reasonable endeavours to maintain the availability of the Subscribed Services to the Customer at the gateway between the internet and the network of the hosting services provider for the Subscribed Services, but does not guarantee one hundred percent availability.

2.6   The Service Provider uses hosting providers for the Subscribed Services and may from time to time substitute such.

2.7   For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of the Agreements:

A.   a Force Majeure Event;

A.   a fault or failure of the internet or any public telecommunications network;

A.   a fault or failure of the Customer's computer systems or networks;

A.   any breach by the Customer of the Agreements; or

A.   scheduled maintenance carried out in accordance with the Agreements or as notified to the Customer.

2.8   The Customer must not use the Subscribed Services in any way that causes, or may cause, damage to the Subscribed Services or Platform or impairment of the availability or accessibility of the Subscribed Services.

2.9   The Customer must not use the Services:

A.   in any way that is unlawful, illegal, fraudulent or harmful; or

A.   in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

2.10   The Customer has no right to access the software code (including object code, intermediate code and source code) of a Subscribed Service or the Platform, either during or after the Term.

2.11   The Service Provider may suspend the provision of the Subscribed Services if any amount due to be paid by the Customer to the Service Provider under the Agreements is overdue, and the Service Provider has given to the Customer at least 5 days' notice, following the amount becoming overdue, of its intention to suspend the Subscribed Services on this basis.

3.   **Support Services**

3.1   The Customer may request Support Services by the Service Provider during the Term.

3.2   If the Customer has requested Support Services in relation to a Subscribed Services Defect, then the Service Provider shall use reasonable endeavours to rectify the Subscribed Services Defect.

3.3   If the Customer has requested Support Services in relation to any other matter than set out in Clause 3.2, the Supplier may grant such request and thereafter provide the Support Services at a time agreed between the Supplier and the Customer and, if so granted and provided, Charges will apply in accordance with paragraph (b) of the definition "Charges".

3.4   The Service Provider shall provide the Support Services with reasonable skill and care.

3.5   The Service Provider is under no obligation to provide Support Services of any kind if any amount due and payable by the Customer under the Agreements is overdue by more than 15 days.

4.   **Custom Services**

4.1   The Customer may request that the Service Provider develops additional Services or implements additional features or custom-made modifications to an existing Subscribed Service (each such development or implementation, a "**Custom Service**").

4.2   The Customer may in connection with the request for a Custom Service, request an estimate of the charges that the Service Provider deems will accrue during the

development of such Custom Service (the "**Custom Service Development Charges Estimate**").

4.3   The development of a requested Custom Service shall commence when:

A.   the Service Provider has accepted the request for the development of the Custom Service (such acceptance to be granted or denied at the sole discretion of the Service Provider);

A.   if a Custom Service Development Charges Estimate has been requested, the Customer has received and accepted the Custom Service Development Charges Estimate; and

A.   the Customer and the Service Provider have agreed the Charge for the Custom Service.

4.4   For the avoidance of doubt, a Custom Service Development Charges Estimate is not binding and Charges in relation to Custom Services shall at all times apply as set forth in paragraph (c) of the definition "Standard Charges". However, the Service Provider shall where practicable notify the Customer if and when the Custom Service Development Charges Estimate is exceeded or, if reasonably possible to assess, in advance should the Service Provider foresee the Custom Service Development Charges Estimate to be exceeded prior to the completion of the development of the relevant Custom Service.

4.5   The Service Provider shall notify the Customer once a requested Custom Service has been developed and further inform the Customer of which date the Custom Service is ready to be deployed as a Subscribed Service (such date, the "**Custom Service Deployment Date**").

4.6   The relevant Custom Service shall on the Custom Service Deployment Date constitute a Subscribed Service for which Standard Charges shall apply in accordance with paragraph (a) of the definition "Standard Charges" as agreed pursuant to Clause 4.3(b).

4.7   A Custom Service cannot be terminated earlier than the date falling three months after its Custom Service Deployment Date.

4.8   All Intellectual Property Rights in and to any Custom Services developed pursuant to Clause 4 shall be the sole and exclusive property of the Service Provider. The Service Provider grants the Customer a non-exclusive, non-transferable license to use such

Custom Services as part of the Subscribed Services for the duration of the Term, subject to the terms of the Agreements.

5. **Scheduled Maintenance**

5.1   The Service Provider may from time to time suspend the Services for the purposes of scheduled maintenance to the Platform.

5.2   The Service Provider shall, where practicable, give to the Customer one day's prior written notice of scheduled maintenance that will, or is likely to, affect the availability of the Hosted Services or have a material negative impact upon the Services.

6. **Fees and Charges**

6.1   The Customer shall pay the applicable Charges to the Service Provider, which shall be invoiced and paid in accordance with Clause 8 (*Payments*).

6.2   All amounts stated in or in relation to the Agreements are stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Service Provider.

6.3   The Service Provider may elect to vary any Charge by giving to the Customer not less than 60 days' written notice.

7. **Customer Data**

7.1   The Customer hereby grants to the Service Provider a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Service Provider's rights and obligations under the Agreements and the Customer also grants to the Service Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers.

7.2   The Customer warrants to the Service Provider that the Customer Data when used by the Service Provider in accordance with the Agreements will not infringe the Intellectual

Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

8. **Payments**

8.1   The Charges may be invoiced by the Service Provider to the Customer, to the extent the Customer has not paid the Charges by credit card or in advance.

8.2   The Customer must pay an invoice relating to the Charges to the Service Provider within the period of 15 days following the receipt of the invoice issued in accordance with this Clause 8.

8.3   The Customer must pay the Charges using such payment details as are notified by the Service Provider to the Customer from time to time.

8.4   If the Customer does not pay any amount properly due to the Service Provider under the Agreements, the Service Provider may:

A.   charge the Customer interest on the overdue amount at the rate of 8% per annum above the reference rate determined by the Swedish Central Bank (Sw. Riksbanken) from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

A.   claim any other interest and statutory compensation from the Customer pursuant to the Interest Act (Sw. *räntelagen*).

9. **Data Protection**

9.1   Each Party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

9.2   The Customer warrants to the Service Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Service Provider under or in connection with the Agreements.

9.3   The Service Provider is providing automatic data processing services to the Customer (whereas the Service Provider may be a "processor" under applicable Data Protection Laws). The Customer is responsible for all Personal Data (being the "controller" pursuant to applicable Data Protection Laws).

9.4   The Service Provider shall only process the Customer Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 9.

9.5   The Service Provider may process the Customer Personal Data (a) on the documented instructions of the Customer, (b) as set out in the Agreements or any other document

agreed by the Parties in writing, (c) in accordance with its privacy policy and/or (d) as required by applicable law.

9.6   The Service Provider shall promptly inform the Customer if, in the opinion of the Service Provider, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws, whereas the Parties acknowledge that the Subscribed Services in relation to which Customer Personal Data is processed are automatic and the Service Provider does not monitor how the Customer uses the Subscribed Services and any Customer Personal Data in relation thereto.

9.7   Notwithstanding any other provision of the Agreements, the Service Provider may process the Customer Personal Data if and to the extent that the Service Provider is required to do so by applicable law.

9.8   The Service Provider and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data.

9.9   As at the date of the Agreements, the Service Provider is hereby authorised by the Customer to engage hosting providers and sub-service providers as sub-processor with respect to Customer Personal Data. The Service Provider shall inform the Customer of any intended changes concerning the addition or replacement of other sub-processors, thereby giving the Customer the opportunity to object to such changes within a reasonable timeframe.

9.10   The Service Provider shall, insofar as possible and taking into account the nature of the processing and the complex nature of the Subscribed Services, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

9.11   The Service Provider shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. The Service Provider shall report any Personal Data breach relating to the Customer Personal Data to the Customer within 7 days following the Service Provider becoming aware of the breach. The Service Provider shall charge the Customer at its standard time-based charging rates for any work performed by the Service Provider at the request of the Customer pursuant to this Clause 9.11.

9.12   The Service Provider agrees to take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the

risk of varying likelihood and severity for the rights and freedoms of natural persons, and therefore implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including, inter alia, as appropriate:

A.   the pseudonymisation and encryption of personal data;

A.   the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

A.   the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

A.   a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

9.13   The Service Provider shall, at the request of the Customer, insofar possible and technically practicable delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, except to the extent that applicable law requires storage of the relevant Personal Data.

10.   Confidentiality

10.1   Each Party ("**Receiving Party**") shall keep confidential all information disclosed by the other Party ("**Disclosing Party**") that is marked as confidential or that, by its nature, would reasonably be understood to be confidential (the "**Confidential Information**"). The Receiving Party shall use the Confidential Information only for the purpose of fulfilling its obligations under the Agreements and shall not disclose it to any third party without the Disclosing Party's prior written consent, except to its employees, agents, or subcontractors who need to know such information for the purpose of the Agreements and who are bound by confidentiality obligations at least as stringent as those in this Clause. This obligation shall not apply to information that (a) is or becomes publicly available without breach of the Agreements, (b) is known to the Receiving Party prior to disclosure by the Disclosing Party, (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information, or (d) is required to be disclosed by law or a court order, provided that the Receiving Party gives prompt notice to the Disclosing Party of such requirement. The obligations under this Clause shall survive the termination of the Agreements for a period of three (3) years.

11.   Acknowledgements and warranty limitations

11.1   The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of the Agreements, the Service

Provider gives no warranty or representation that the Subscribed Services will be wholly free from defects, errors and bugs.

11.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of the Agreements, the Service Provider gives no warranty or representation that the Subscribed Services will be entirely secure.

11.3 The Customer acknowledges that the Service Provider cannot, and will not, take any responsibility for the Customer's use of contracts and contract terms created by the Subscribed Services. It is the responsibility of the Customer to review any contracts so created (including their terms) and to identify any errors and need for improvements and furthermore assess whether such contracts are suitable for further use.

11.4 The Customer acknowledges that the Service Provider will not provide any legal, financial, accountancy or taxation advice under the Agreements or in relation to the Services, and the Service Provider does not warrant or represent that the Services or the use of the Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person. The Service Provider does not provide legal services, and the Customer acknowledges that the purpose of the Services is to assist the Customer, not producing content or material which is necessarily correct, suitable or appropriate for the Customer's purpose. The Customer acknowledges that nothing contained in or presented by the Service constitutes legal advice (or advice of any other kind).

11.5 The Customer acknowledges that it must review any content or other material (including contracts, drafts, PDFs, etc.) produced or available in the Services, and that it is the sole responsibility of the Customer to ensure that the content is suitable for use by the Customer.

12. **Indemnification**

12.1 The Customer shall indemnify and hold harmless the Service Provider from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable legal fees) incurred by the Service Provider arising out of or in connection with any claim, demand, suit, or proceeding brought by a third party against the Service Provider alleging that (a) the Customer Data, or the Service Provider's use thereof in accordance with the Agreements, infringes the Intellectual Property Rights or other legal rights of any person or breaches any applicable law, statute, or regulation; or (b) the Customer's use of the Subscribed Services is unlawful, illegal, fraudulent, harmful, or in breach of its obligations under the Agreements.

13. **Limitations and exclusions of liability**

13.1 Usage of the Services is the sole responsibility of the Customer. All Services are provided "as is" and may be modified, updated, suspended, interrupted or discontinued at any time

without notice or liability, provided that any termination of the Agreements or a Subscribed Service shall be subject to the provisions of Clause 15.

13.2   Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

13.3   The Service Provider shall not be liable to the Customer in respect of any loss of profits or anticipated savings, nor any loss of revenue or income, nor any special, indirect or consequential loss or damage.

13.4   Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

13.5   Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software.

13.6   The liability of the Service Provider to the Customer under the Agreements in respect of any event or series of related events shall not exceed the total amount paid and payable by the Customer to the Service Provider under the Agreements in the three-month period preceding the commencement of the event or events.

14.   **Term**

14.1   These Terms and Conditions shall come into force on the Effective Date.

14.2   These Terms and Conditions shall apply for as long as Services are provided by the Service Provider to the Customer, subject to termination in accordance with Clause 15 (*Termination*) or any other provision of the Agreements.

15.   **Termination**

15.1   The provisions of this Clause 15 shall apply only if not expressly stipulated otherwise in a Main Agreement.

15.2   Either party may terminate the Agreements by giving to the other party at least 90 days' written notice of termination.

15.3   A Subscribed Service may be terminated with 60 days' written notice (a) subject to Clause 4.7, or (b) if the Service Provider has announced a material increase in the Charge for a

Subscribed Service pursuant to Clause 6.3, by the Customer giving the Service Provider notice within two weeks from the date of the announcement.

15.4   Notwithstanding any termination being effective in respect of the Agreements or a Subscribed Service, no Charges paid or payable up-front for any Subscribed Service will be redeemed.

15.5   Either Party may terminate the Agreements immediately by giving written notice of termination to the other party if the other Party commits a material breach of the Agreements.

16.   **Notices**

16.1   Any communication between the Parties under the Agreements or any related document must be given by writing and may be made by e-mail or letter.

16.2   Any communication or document made or delivered by one Party to the other Party under the Agreements or any related document, will only be effective:

A.   if by way of e-mail, when received in legible form; or

A.   if by way of letter, when it has been left at the relevant address or five (5) Swedish business days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details, if addressed to that department or officer.

16.3   Any notice received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

16.4   The Service Provider's contact details for notices under the Agreements sare as follows:

Maintract AB
info@maintract.com
(or the physical address as officially registered from time to time).

16.5   The Customer's contact details for notices under the Agreements are as provided by the Customer in the Platform, or through email.

16.6   Notwithstanding any requirement set forth in this Clause 16, the order of a Subscribed Service in the Platform or otherwise by the execution of an order confirmation shall be binding between the Parties.

17.   **Subcontracting**

17.1   The Customer acknowledges and agrees that the Service Provider may subcontract the provision of services in relation to the support and maintenance of elements of the Platform.

17.2   The Service Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

18.   **Force Majeure Event**

18.1   If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreements other than any obligation to make a payment, that obligation will be suspended for the duration of the Force Majeure Event.

18.2   A Party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Agreements, must:

    A.   promptly notify the other Party; and

    A.   inform the other Party of the period for which it is estimated that such failure or delay will continue.

18.3   A party whose performance of its obligations under the Agreements is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

19.   **Governing law and Disputes**

19.1   The Agreements and the relations pertaining hereto shall be governed and construed by Swedish law.

19.2   Any dispute, controversy or claim arising out of or in connection with the Agreements, or the breach, termination or invalidity thereof, shall be determined by the courts of Sweden, in the first instance the City Court of Stockholm (Sw. *Stockholms tingsrätt*).