

## **GENERAL BUSINESS TERMS (ENTERPRISE)**

### **1. INTRODUCTION AND SCOPE**

- 1.1 These General Business Terms set forth the general terms and conditions for the Supplier's supply of Services and constitutes part of the Agreement. These General Business Terms are supplemented by other Service Terms and Service Descriptions (jointly the "**Terms**") as applicable for the Agreement. They shall apply whether the Agreement is concluded directly by the Customer and the Supplier, or between the Customer and a reseller or partner of the Supplier.
- 1.2 Any deviation, clarification or supplement to the Terms shall be agreed in the Order Form in order to be valid. In case of any conflicting terms (a) between the Order Form and the Terms, the Order Form shall take precedence, and (b) between any of the Terms, these General Business Terms shall take precedence, except that the Data Processing Terms always shall take precedence in respect of processing of the Customer's personal data.

### **2. SUPPLY OF THE SERVICES**

- 2.1 The Supplier undertakes to supply Hypergene SaaS to the Customer during the Term of the Agreement, in accordance with the Terms and any other terms and conditions set forth in the Agreement.
- 2.2 The Supplier shall, unless otherwise stated in Agreement, make Hypergene SaaS available on the First Subscription Date, or as soon as practically possible thereafter, by making Hypergene SaaS available in its standard version in an environment that enables a possible implementation project to be commenced, or in accordance with what otherwise has been agreed with the Customer. Delivery of Hypergene SaaS shall be deemed to have occurred as soon as such making available has been made, independently of the completion of any implementation project according to an agreed Statement of Work (or a separate implementation agreement with a partner of the Supplier).
- 2.3 The Customer agrees and acknowledges that Hypergene SaaS is a standardized software service, and that the Customer is responsible for investigating and ensuring that the features and functionality of Hypergene SaaS fulfils the Customer's needs. The Supplier does not warrant that Hypergene SaaS has any specific features or functionality, unless expressly set out in the Service Description for Hypergene SaaS. To the extent the Customer desires any customizations of Hypergene SaaS for the Customer's specific needs, the Customer may order Professional Services (from the Supplier or a partner of the Supplier) for supply of any such Customer Modifications.
- 2.4 The Customer agrees and acknowledges that the Supplier continuously develops Hypergene SaaS, and that its content and functionality therefore may change during the

Term of the Agreement, due to the continuous development of Hypergene SaaS, or in order to maintain performance and/or security, or other circumstances. The Supplier will provide reasonable notice to its customers of any major changes to be made to the Hypergene SaaS, in updated versions of the Service Description for Hypergene SaaS to be published at [www.hypergene.com/terms](http://www.hypergene.com/terms).

- 2.5 The supply of any agreed Professional Services by the Supplier, e.g. in relation to an agreed implementation project, is subject to the Professional Services Terms and an agreed Statement of Work.
- 2.6 The Supplier shall perform its obligations to supply Services with personnel who is adequate, qualified and competent for the purpose, and in a workmanlike manner.
- 2.7 The Supplier may engage subcontractors for the supply of Services, in which case the Supplier shall be responsible for its subcontractor's acts and omissions as for its own. Where any such subcontractors will process personal data on behalf of the Customer, the provisions of the Data Processing Terms shall apply for the engagement of subprocessors.
- 2.8 The Customer agrees and acknowledges that in order for Hypergene SaaS to function properly (including any integrations with other software products), the Customer must fulfil the Supplier's at each time applicable technical requirements regarding software, hardware, equipment, communication networks and other parts of the Customer's IT environment that the Supplier recommends, and that the Customer in all other aspects must follow any and all instructions and regulations given in user manuals and/or in any other manner by the Supplier. The Customer is liable for procuring any necessary license or other agreements in relation to such necessary third-party software, hardware, equipment or communication networks.
- 2.9 The Supplier may temporarily suspend or restrict a User's and/or the Customer's access to Hypergene SaaS, (a) in case of the User's or the Customer's breach of the terms for use of Hypergene SaaS under this Agreement, (b) in case the supply of Hypergene SaaS causes a risk of damage to the Supplier, the Customer or other customers or other third party, or (c) in case of a delay in payment of fees as set forth in Section 6 below. The Supplier may in such case not undertake more interfering measures than what is reasonable under the circumstances. The Customer shall be notified as soon as possible of such suspension or restriction of access to Hypergene SaaS.
- 2.10 The Supplier may, with immediate effect, prevent storage and distribution of Customer Data in Hypergene SaaS, where it can reasonably be presumed that such storage or distribution will constitute an infringement of third-party Intellectual Property Rights or otherwise violate Applicable Law. The Supplier has the right to access Customer Data which has been uploaded or submitted to Hypergene SaaS in order to exercise such rights. The Supplier shall give the Customer reasonable notice before exercising such right.

### **3. LICENSE TO USE**

- 3.1 The Supplier grants to the Customer a non-exclusive, non-transferable right to Use Hypergene SaaS (including all Supplier Materials), for its own business purposes and

subject to the agreed Volume Limitations (including Concurrent Users), during the Term of the Agreement. The Customer further agrees and acknowledges that the Customer's right of Use is conditional on the due payment of all fees under this Agreement. The Use rights granted hereunder shall apply, on the same terms and for the same duration, for any Customer Modifications.

- 3.2 The Customer is entitled to sublicense the Use rights granted hereunder, to (a) its Customer Affiliates, as long as they remain Customer Affiliates, and (b) to consultants and other third parties who need to Use the Service for the sole purpose of supplying services to the Customer and/or its Customer Affiliates. For clarity, the agreed Volume Limitations apply also in relation to all Use by any authorized sublicensee.
- 3.3 The Customer is liable for all Use and other actions by any Users, including Users of any authorized sublicensee.
- 3.4 The Customer may, upon written request at any time during the Term of the Agreement, request to adjust the agreed Volume Limitations (e.g. by adding additional Users or reducing the number of Users). Such request will be confirmed in writing by the Supplier. An increase of the Volume Limitation will take effect immediately, and the applicable fees for the increase will be charged from the order date, for the remainder of the relevant Contract Period and further Contract Periods. A decrease of the Volume Limitation will take effect at the earliest from the next Contract Period, with a corresponding adjustment of the fee for Hypergene SaaS. Any price adjustments based on this Section 3.4 will be based on the agreed fees (including any discounts) set out in the Order Form, subject to the Supplier's right to price adjustments set out herein.

#### **4. GENERAL CUSTOMER OBLIGATIONS**

- 4.1 The Customer undertakes:
  - (a) To only Use Hypergene SaaS (including all Supplier Materials) in accordance with this Agreement and Applicable Law, and for this purpose ensure that the Use of Hypergene SaaS at each time is in full compliance with this Agreement, including all agreed Volume Limitations.
  - (b) To ensure that only authorized Users have access to Hypergene SaaS, and not sublicense, grant access to or otherwise make Hypergene SaaS available to any unauthorized party.
  - (c) To not (i) attempt to reconstruct or discover any source code or underlying ideas or algorithms of Hypergene SaaS and/or the Supplier Materials, in any manner (subject to what follows from mandatory legislation), or (ii) create derivative works from, modify or alter Hypergene SaaS and/or the Supplier Materials, in any manner whatsoever; or (iii) use or access Hypergene SaaS and/or the Supplier Materials for the purpose of building a competitive product or service, or building a product or service using similar unique and confidential ideas, features, functions or graphics of Hypergene SaaS and/or the Supplier Materials.
  - (d) To be responsible for the control and administration of permission rights in relation to all Users of Hypergene SaaS. The Customer is thereby responsible for (i) administration of User accounts, including registration of new User accounts and cancellation of

expired User accounts, (ii) the usage of Hypergene SaaS by all Users, (iii) ensuring that login credentials for each User are only used by the physical person who is the named User, and (iv) for maintaining confidentiality of login credentials, security measures and other information provided by the Supplier for access to Hypergene SaaS. The Customer shall immediately inform the Supplier in case of any security incidents where any unauthorized persons may have obtained access to Hypergene SaaS.

- (e) To comply with the Supplier's instructions and the terms and conditions that apply for the Customer's Use of Hypergene SaaS.
- (f) To promptly provide such information and take such decisions as are required for the Supplier to be able to perform its obligations under the Agreement.
- (g) To be responsible for all software, hardware and other equipment that is required for the Customer to use Hypergene SaaS, as specified in the Supplier's technical requirements for Hypergene SaaS as set out in the Service Description for Hypergene SaaS.
- (h) To not use or access Hypergene SaaS in a manner that would reasonably be expected to damage, disable, overburden, or impair any Supplier or third-party servers, systems, equipment or networks.
- (i) To be responsible for (i) all uploading and transfer of Customer Data to and from the Supplier or its subcontractor, (ii) that the Customer Data does not contain any Malicious Code, (iii) that the Customer Data is in the agreed format, (iv) that the Customer has the full legal rights to dispose over the Customer Data, and that the use of the Customer Data does not infringe any third-party Intellectual Property Rights or violate Applicable Law, and (v) that the Customer Data in no other manner may harm or have a negative impact on the Supplier, Hypergene SaaS or any third party.
- (j) To not use or access Hypergene SaaS in a manner that would reasonably be expected to infringe upon the Suppliers' or any third-party Intellectual Property Rights or violate privacy laws or otherwise be in breach of Applicable Law.

## **5. SERVICE LEVELS, SUPPORT AND MAINTENANCE**

- 5.1 The Supplier warrants that Hypergene SaaS in all material aspects will function in accordance with the Service Description for Hypergene SaaS, but the Supplier does not warrant that the Customer's Use of Hypergene SaaS will be error-free or free from any interruptions. The Supplier will however make its best efforts to remedy any Incidents in Hypergene SaaS, by providing Support and Maintenance in accordance with the Service Description for Support and Maintenance, and the Service Level Agreement. The Supplier's obligations to provide Support and Maintenance and to maintain Service Levels, are conditional on the due payment of all fees under this Agreement.

## **6. FEES AND PAYMENT**

- 6.1 All prices and fees in this Agreement are stated in the currency set forth in the Order Form, excluding any applicable value added tax (VAT). Payment shall be received by the Supplier within thirty (30) days from the invoice date. Payment of all applicable fees is a condition for the Customer's right to receive the Services under this Agreement.

Paid fees will not be repaid upon the termination of this Agreement irrespective of cause, except (in case of the Customer's termination for cause) any prepaid fees for the time period after effective termination of the Agreement.

- 6.2 The fees for Hypergene SaaS are set forth in the Agreement. Fees for Hypergene SaaS will, unless otherwise set forth in the Agreement, be invoiced yearly in advance from the c. Fees for Professional Services will be invoiced as set out in the Professional Services Terms.
- 6.3 Where the Customer is in delay with payment, the Supplier is entitled to interest on overdue payment according to Applicable Law (the Swedish Interest act (1975:635) or corresponding legislation in the Customer's country). Where the Supplier has requested the Customer in writing to pay an unpaid, due amount, the Supplier may, thirty (30) days after such written request, and with reference to this Section, withhold the supply of Services until the Customer had paid the unpaid, due amount.
- 6.4 The Supplier has the right to increase, on an annual basis, the fees for the Services set forth in the Agreement, in accordance with the changes in the Swedish SCB published Labour Cost Index för Whitecollar Workers (LCI Tjänstemän) preliminary index, SNI 2007 Code J (Information- and Communication Business). Base index will be the one applying for the quarter year in which the Effective Date occurs. Index adjustment will take place yearly on each Index Adjustment Date, whereby the latest index published by SCB will be compared to the base index of the Agreement.
- 6.5 The Supplier has, in addition to what is set forth in Section 6.4 above, the right to a reasonable price adjustment of the fees for Hypergene SaaS, where the Supplier can demonstrate objective reasons for such price adjustment. Such objective reasons include increased costs due to changes to Hypergene SaaS which are attributable to the Customer, changes in Applicable Law or other external circumstances which the Supplier cannot influence. Any price adjustment under this Section 6.5 shall take effect from the following Contract Period and shall be communicated to the Customer at the latest four (4) months before the expiry of the relevant Contract Period (and where the Customer disagrees with the price adjustment, it may terminate the Agreement in accordance with Section 12.1 below).
- 6.6 The Supplier is entitled to compensation for additional costs caused by circumstances for which the Customer is responsible, including but not limited to additional costs for investigation and remedy of Incidents for which the Supplier is not liable.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 The Supplier and/or its licensors are the owners of all right, title and ownership to Hypergene SaaS including all Supplier Materials, including all related Intellectual Property Rights. The Customer is granted limited rights to Use Hypergene SaaS and the Supplier Materials in accordance with Section 3 above.
- 7.2 The Supplier shall be the owner of all right, title and ownership to all Customer Modifications, including all related Intellectual Property Rights. The Customer is granted limited rights to Use the Customer Modifications on the same terms as for Use of Hypergene SaaS and the Supplier Materials. The Customer shall promptly take any

step and/or execute any document that is reasonably requested by the Supplier to give effect to this section.

## **8. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

- 8.1 The Supplier undertakes to defend, at its own expense, the Customer if claims are made or a lawsuit is brought against the Customer based on alleged infringement of any third-party Intellectual Property Rights due to the Customer's Use of Hypergene SaaS (including the Software included therein) in accordance with the Agreement. The Supplier further undertakes to reimburse the customer for any compensation and damages payable by the Customer under a settlement or a judgment. The Supplier's undertakings apply only on the conditions, that the Customer has notified the Supplier in writing within reasonable time of the claims made or lawsuit brought, and that the Supplier has been given the rights to decide at its discretion how to defend the claim or lawsuit and conduct any settlement negotiations.
- 8.2 Where it is finally held that an infringement has occurred, and the Supplier has been allowed to participate in the litigation and settlement as set forth above, or if, in the Supplier's own opinion, it is likely that an infringement has occurred, the Supplier shall, at its own expense, either (i) safeguard the Customer's right to continue to use Hypergene SaaS, or (ii) change the relevant parts of Hypergene SaaS or replace them with other equivalent service or product, the use of which will not constitute infringement, or (iii) terminate the Customer's Use rights in relation to the relevant parts of Hypergene SaaS and grant the Customer a price reduction that corresponds to the reduced value of Hypergene SaaS due to the infringement. Where the infringement causes the Customer significant harm, notwithstanding that the Supplier has fulfilled its obligations according to the foregoing within reasonable time, the Customer may terminate the Agreement by written notice for material breach of contract.
- 8.3 The Supplier will not be liable to the Customer for any infringement claims that are caused by Hypergene SaaS being modified by the Customer or another party than the Supplier, or Hypergene SaaS being used in violation of the Supplier's instructions or the Agreement.
- 8.4 The Supplier's liability for infringements of third-party Intellectual Property Rights is limited to what is set forth above, unless the Supplier has acted with wilful misconduct or gross negligence. The Customer may not bring any other claims against the Supplier as a consequence thereof.
- 8.5 The obligations set out above shall apply correspondingly for the Customer, in respect of the Customer Data and the Supplier's use thereof within the scope of the Agreement.

## **9. DATA PROTECTION AND INFORMATION SECURITY**

- 9.1 The Customer is the owner of the Customer Data. The Supplier may only use the Customer Data to the extent necessary for the Supplier to be able to supply Hypergene SaaS or agreed Professional Services.
- 9.2 The Customer agrees and acknowledges that the Supplier will process personal data in relation to Users and the Customer's contact persons, acting as a controller under

Applicable Law, for the purpose of supplying the Services according to the Agreement and the administration of the contractual relationship with the Customer. The Supplier will process all such personal data in accordance with Applicable Law.

- 9.3 The Parties agree and acknowledge that when supplying the Services under this Agreement, the Supplier will process certain personal data included in the Customer Data. The Data Processing Terms will apply for all such processing of personal data included in the Customer Data.
- 9.4 The Data Processing Terms set forth the general information security requirements that the Supplier maintains for storage and other processing of Customer Data.

## **10. CONFIDENTIALITY**

- 10.1 Each Party undertakes not to disclose, without the other Party's consent, to any third party any such Confidential Information, which the Party has received from the other Party or otherwise in connection with performance of the Agreement. A Party may only use Confidential Information which has been received from the other Party for the purpose of supplying and receiving, respectively, the Services according to the Agreement. The confidentiality obligations shall not apply in relation to information which a Party can demonstrate has become known to the Party otherwise than through the performance of the Agreement, or which is generally known. The confidentiality obligations shall also not apply when a Party is obliged, under law, governmental decision or applicable stock exchange rules, to disclose information. Each Party shall be obliged to ensure that its employees, subcontractors and other parties who may receive access to the other Party's Confidential Information maintains confidentiality thereof by execution of written secrecy undertakings.
- 10.2 The confidentiality obligations in relation to Confidential Information shall apply during the Term of the Agreement and for a time period of three (3) years after its termination or expiry, however that information that is confidential according to Applicable Law shall be kept confidential during the time period set forth in the relevant legislation.

## **11. LIMITATION OF LIABILITY**

- 11.1 Subject to Section 11.3, each Party's total liability for damages under this Agreement shall (a) for any damage relating to Hypergene SaaS, be limited to an amount corresponding to the total fees paid by the Customer under the Agreement for Hypergene SaaS during the twelve (12) months preceding the occurrence of the damage event giving rise to the claim, and (b) for any damage relating to Professional Services, be limited to fifty per cent (50%) of the contract value of the relevant Statement of Work.
- 11.2 Subject to Section 11.3, each Party's liability shall be limited to direct damage, cost or loss only, and neither Party shall be liable for any loss of profit, loss of revenue or other indirect damage, cost or loss, or for the other Party's liability towards any third party except as set forth in Section 8, or for any loss of data.
- 11.3 The limitations of liability set forth in this Section shall not apply in relation to (a) personal injury or death caused by negligence, (b) each Party's indemnification

obligations under Section 8, or (c) cost, loss or damage caused by a Party's willful misconduct or gross negligence.

- 11.4 A Party shall, in order to retain its rights to claim damages, present in writing claims for damages to the other Party at the latest six (6) months from the occurrence of the damage event.

## **12. TERM AND TERMINATION**

- 12.1 The Agreement enters into force on the Effective Date and shall initially be valid until the expiry of the Initial Subscription Term. Each Party may terminate the Agreement at the latest three (3) months prior to the first Renewal Date (and each subsequent Renewal Date), and if not terminated, the Agreement will be automatically extended in continuous Renewal Term(s), with the same notice period for each Party.

- 12.2 Termination shall be made in writing and can only be made in relation to the Agreement as a whole. For clarity, the Customer is not permitted to cancel or terminate parts of the Services, such as reducing the number of licensed Users or other licensed Volume Limitations, during any Contract Period (see further Section 3.3 in this respect). Notwithstanding the foregoing, the Customer may have the right to terminate Professional Services prematurely if so permitted by the Professional Services Terms.

- 12.3 Each Party has the right to terminate the Agreement with immediate effect, by giving written notice to the other Party, if the other Party:

- (a) commits a material breach of its obligations under the Agreement and does not remedy such material breach within thirty (30) days from the first Party's written notice hereof (provided that such remedy is possible); or
- (b) is declared bankrupt, goes into liquidation, or otherwise reasonably can be presumed to be insolvent.

- 12.4 Upon the termination or expiry of this Agreement:

- (a) The Customer's rights to Use Hypergene SaaS, including all Supplier Materials, automatically expires.
- (b) The Customer shall immediately pay all outstanding fees and other compensation; and
- (c) The Supplier shall return or erase, and cease processing, all Customer Data and personal data included therein, as further set out in the Data Processing Terms.

- 12.5 Except for any early termination of the Agreement due to the Customer's material breach of contract, the Supplier will, upon the termination or expiry of the Agreement, at the request by the Customer, provide termination assistance and cooperate to a reasonable extent, to enable the Customer to transfer to another supplier of corresponding services, in order to assist in such transfer being made as smooth as possible for the Customer. Such termination assistance will be supplied as a separate Professional Service, at the Customer's cost in accordance with the Supplier's then current price list.

- 12.6 Terms in this Agreement which obviously are intended to apply also after the termination or expiry of this Agreement, shall survive the termination or expiry of this Agreement irrespective of cause.

### **13. AUDIT RIGHTS**

- 13.1 The Supplier has the right to, either itself or through a representative, regularly audit the Customer's use of Hypergene SaaS in order to verify that the Use is compliant with the Agreement. The Customer shall cooperate in good faith and provide without delay all necessary data and information for such audit.
- 13.2 Where the audit demonstrates that the Customer's Use of Hypergene SaaS exceeds the agreed Volume Limitations (including, but not limited to, the agreed volume of Concurrent Users) or otherwise is not compliant with the Agreement, the Supplier is entitled to invoice the Customer immediately for the overuse, based on the Supplier's applicable rates at the time of payment (including with retroactive effect for past overuse, and for clarity, without application of any agreed discounts set out in the Order Form). Where the Customer fails to correct the overuse by paying the Supplier's invoice for additional charges, such failure shall be considered a material breach of contract which entitles the Supplier to terminate the Agreement for cause in accordance with Section 12 of this Agreement.
- 13.3 The Customer's audit rights in relation to processing of the Customer's personal data are set out in the Data Processing Terms.

### **14. GENERAL PROVISIONS**

#### **14.1 Force Majeure**

If a Party is prevented from performing its obligations under this Agreement due to Force Majeure event, this shall result in a postponement of the agreed time for performance and release from damages and other possible sanctions. Where the performance of the Agreement is materially restricted for more than two (2) months as a result of the Force Majeure event, each Party shall be entitled to terminate the Agreement in writing without incurring any liability in damages.

#### **14.2 Variation**

The Supplier may update the Terms, including these General Business Term, from time to time, any such update to be published at [www.hypergene.com/terms](http://www.hypergene.com/terms). Any such update of the Terms shall take effect in relation to the Customer from the next following Contract Period (provided that the update has been published at [www.hypergene.com/terms](http://www.hypergene.com/terms) at the latest three (3) months before the expiry of the relevant Contract Period, and if not, the update shall take effect from the second-next following Contract Period). Otherwise, no modification, amendment, or supplement to this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

### **14.3 Assignment**

A Party may not assign or pledge its rights or obligations according to this Agreement without the other Party's written approval. Further, the Customer is not entitled to sublicense, rent out or lend out the Use rights granted under this Agreement. Notwithstanding the foregoing, the Supplier may however, without the Customer's approval, (i) assign this Agreement to a Supplier Affiliate, or (ii) assign its rights to receive payment under this Agreement, any such assignment to be notified to the Customer in writing.

### **14.4 Waiver**

No failure or delay by either Party in exercising any right under the Agreement will constitute a waiver of that right.

### **14.5 Severability**

If any provision of the Agreement is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of other provisions of the Agreement will not be affected, and the provision will apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.

### **14.6 Publicity**

The Supplier has the right to publish a press release upon the execution of this Agreement, to be pre-approved by the Customer, and to refer to the Customer's name otherwise in its marketing activities. All use of the Customer's name in marketing activities shall be made in accordance with good practice.

## **15. GOVERNING LAW AND DISPUTES**

15.1 The Agreement shall be governed by the laws of Sweden, without regard to its principles governing conflicts of laws.

15.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (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 seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be the Swedish language. The confidentiality obligations set out herein shall apply in respect of the arbitral proceedings and the arbitral award.

## 16. DEFINITIONS

In the Agreement, the following defined words and phrases shall have the meanings set out below. Capitalized words and phrases are also defined in other Service Terms.

<p><b>“Affiliate”</b></p>	<p>means any legal entity which directly or indirectly controls a Party, is controlled by a Party or which is under common control with a Party. For the purposes of this Agreement, “control” of an entity means the direct or indirect ownership of or the ability to exercise that control over more than fifty per cent (50%) of the voting interests of such entity, for so long as such entitlement or power exists.</p>
<p><b>“Agreement”</b></p>	<p>means the agreement between the Supplier and the Customer (or if relevant, between the Customer and a reseller or partner of the Supplier), for supply of the Services, and which includes these General Business Terms.</p>
<p><b>“Applicable Law”</b></p>	<p>means all laws, statutes and regulations in force from time to time as applicable to the Parties.</p>
<p><b>“Concurrent User”</b></p>	<p>means a specific Volume Limitation, designating the agreed maximum number of Users who are Using Hypergene SaaS at the same time, as set out in the Order Form.</p>
<p><b>“Confidential Information”</b></p>	<p>means technical, commercial or other information, which a Party has specifically stated (in writing or orally) to be confidential, or which by the nature of the information and the circumstances of its disclosure reasonably shall be deemed to be confidential information. Confidential Information includes (but is not limited to) information which is confidential according to Applicable Law, Customer Data and the Supplier’s software code and user documentation in relation to Hypergene SaaS.</p>
<p><b>“Contract Period”</b></p>	<p>means the Initial Subscription Term, and each following Renewal Term(s).</p>
<p><b>“Customer Data”</b></p>	<p>means all data, including personal data, which the Customer uploads to, stores or processes in Hypergene SaaS, or otherwise provides to the Supplier in connection with the Services.</p>
<p><b>“Customer Modifications”</b></p>	<p>means customer-specific configurations, integrations, modifications and other software code, which</p>

	constitutes a supplement to or modifies the Software, and which is specifically developed for the Customer (by the Supplier, or by the Customer, or by a third party) or otherwise is not part of the standard version of the Software.
<b>“Data Processing Terms”</b>	means the Supplier’s special terms and conditions for processing of personal data, which are available at <a href="http://www.hypergene.com/terms">www.hypergene.com/terms</a> , and which shall apply for the processing of the Customer’s personal data under the Agreement.
<b>“Effective Date”</b>	means the date the Agreement enters into force, as set out in the Order Form (or if not set out therein, the date when both Parties have signed the Order Form).
<b>“First Subscription Date”</b>	means the date set out in the Order Form, from which date invoicing of the fee for Hypergene SaaS commences (and if no such date is set forth in the Order Form, the First Subscription Date shall be the same date as the Effective Date).
<b>“Force Majeure Event”</b>	means a circumstance beyond a Party’s control, such as lightning, labour conflicts, fire, natural disaster, changed governmental regulations, intervention by public authorities, and any defect or delay in services provided by subcontractors due to such circumstances.
<b>“Hypergene SaaS”</b>	means the Supplier’s supply of the Software on a software-as-a-service basis, including Use rights to the Software, Support and Maintenance, server platform, security surveillance, data storage, back-up copying of Customer Data and installation of Updates, as further described in the Service Description for Hypergene SaaS.
<b>“Incident”</b>	means, in relation to Hypergene SaaS: (a) software defects which constitute deviations from content or functionality which is described in the Service Description for Hypergene SaaS, and (b) service interruptions which means that Hypergene SaaS is not available to Users. Incidents relating to, or caused by, Customer Modifications, are excluded from the Supplier’s obligations in relation to Incidents.
<b>“Index Adjustment Date”</b>	means the date that occurs twelve (12) months after the First Subscription Date, and each subsequent such anniversary during the Term.

<b>“Initial Subscription Term”</b>	means the initial, binding contract term which is set forth in the Agreement. The Initial Subscription Term commences on the First Subscription Date and runs during twelve (12) months unless otherwise set forth in the Agreement.
<b>“Intellectual Property Rights”</b>	means inventions, patents, registered and unregistered designs, copyright, registered and unregistered trademarks and trade secrets, including where applicable applications for registration of any of the foregoing rights, and any other rights of a similar nature in any country of the world.
<b>“Maintenance”</b>	means the provision of proactive and corrective maintenance in relation to Hypergene SaaS, including provision of Updates, as further regulated in the Service Description for Support and Maintenance, and the Service Level Agreement, which are available at <a href="http://www.hypergene.com/terms">www.hypergene.com/terms</a> .
<b>“Malicious Code”</b>	means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
<b>“Order Form”</b>	means a written order document executed by the Parties for supply of Services, and which forms part of the Agreement (and which is based on the Supplier’s standard order form template, or other agreed order document).
<b>“Professional Services”</b>	means consultancy services in relation to Hypergene SaaS, such as implementation services, development services, general consultancy services, and training, to be supplied by the Supplier in accordance with an agreed Statement of Work (or if applicable, by a partner of the Supplier in accordance with a separate agreement).
<b>“Professional Services Terms”</b>	means the Supplier’s general terms and conditions for supply of Professional Services, which are available at <a href="http://www.hypergene.com/terms">www.hypergene.com/terms</a> , and which shall apply for the supply of Professional Services under the Agreement.
<b>”Renewal Date”</b>	means the date that occurs immediately after the expiry of the Initial Subscription Term, and (if applicable) immediately after the expiry of each following Renewal Term.

<b>“Renewal Term”</b>	means a time period for extension of the Agreement after the Initial Subscription Term. Each Renewal Term is twelve (12) months unless otherwise set forth in the Agreement.
<b>“Service Description(s)”</b>	means written service descriptions of contents and functionality of Hypergene SaaS and other Services, which are available at <a href="http://www.hypergene.com/terms">www.hypergene.com/terms</a> .
<b>“Service Levels”</b>	means the service levels for supply of Support and Maintenance, as set out in the Service Level Agreement.
<b>“Service Level Agreement” or “SLA”</b>	means the Supplier’s Service Level Agreement, which is available at <a href="http://www.hypergene.com/terms">www.hypergene.com/terms</a> , and which shall apply for the supply of Support and Maintenance under the Agreement.
<b>“Service Terms”</b>	means these General Business Terms, the Service Level Agreement, the Professional Services Terms, and the Data Processing Terms.
<b>“Services”</b>	means Hypergene SaaS and Professional Services.
<b>“Software”</b>	means (a) the Supplier’s standard version of the software Hypergene, according to the module specification in the Order Form, (b) any Third-Party Software specifically agreed to be provided as part of Hypergene SaaS (as set out in the Order Form and/or in the Service Description for Hypergene SaaS), and any modifications or add-ons thereto made by the Supplier and provided as part of Hypergene SaaS (e.g. any standard integrations) and (c) including all Updates provided under the Agreement. Any Customer Modifications are also considered part of the Software for the purposes of the Use rights, although not included in Support and Maintenance.
<b>“Statement of Work”</b>	means as defined in the Professional Services Terms.
<b>“Supplier Materials”</b>	means all Software, user manuals, documentation and other materials provided by the Supplier as part of, or in connection with, Hypergene SaaS.
<b>“Support”</b>	means the provision of support services in relation to Hypergene SaaS, including receipt, handling and reporting of Support Cases, as further regulated in the Service Description for Support and Maintenance, and the Service Level Agreement, which are available at <a href="http://www.hypergene.com/terms">www.hypergene.com/terms</a> .

<b>“Term”</b>	means the contract term of this Agreement, according to Section 12.1 of these General Terms of Business, which includes the Initial Subscription Term and any Renewal Terms.
<b>“Terms”</b>	means the Service Terms and the Service Descriptions.
<b>“Third-Party Software”</b>	means any software provided as part of Hypergene SaaS, and which is owned by a third party.
<b>“Updates”</b>	means new releases, versions, updates, error corrections and bug fixes concerning the Software or other elements of Hypergene SaaS, and which are provided as part of Maintenance.
<b>“Use”</b>	means use by or access to Hypergene SaaS, whether direct or indirect and of whatever nature, including by any automatic means (if specifically permitted by the Supplier).
<b>“User”</b>	means named users of Hypergene SaaS (employed or engaged by the Customer and/or a Customer Affiliate as permitted herein), who are registered as named users and who have received unique, named user identities and passwords. For clarity, for the purposes of the Volume Limitations, actual Use does not have to be demonstrated in order for a person to count as a User, as already the setting up of access rights by the Customer for any User to Hypergene SaaS will count as Use.
<b>“Volume Limitations”</b>	means an agreed volume / unit based limitation for Use of Hypergene SaaS, such as number of Users.