

Appendix 1 General Terms & Conditions

Version
2022:1

EXPLAINER HELLO AB TERMS & CONDITIONS

*These General Terms & Conditions apply to all Services ordered from Explainer Hello AB ("**Explainer**") in addition to any terms and conditions set out in the Agreement between the Parties.*

GENERAL TERMS & CONDITIONS

1. Definitions

In the present Terms & Conditions, the following words, when written with an initial capital, shall have the meanings set out below.

"User" means a user of the Service with a personal login to the Platform;

"User Account" means a personal user account with data and information about the Customer for using the Platform and the Service;

"User Data" means any data entered by the Customer or data that can be extracted from the Platform;

"Agreement" means the Customer Agreement including its appendices;

"Marketplace" means consulting services integrated into the Platform using External suppliers;

"Platform" is as set out in the Customer Agreement; **"Service"** is as set out in the Customer Agreement

"Third-Party Applications" means software applications developed by a third party;

"External Supplier" means an external supplier to Explainer which creates customer-specific content for the Platform.

2. Scope of Service

2.1 The version of the Service made available is the current version on the date when the Customer's subscription starts. Use of the Service is not contingent on a specific version of the Platform from time to time available.

2.2 Explainer reserves the right to continuously perform updates and enhancements, and the option to make changes as well as to remove features or rectify bugs in the Platform.

2.3 Explainer is entitled to engage External Suppliers to perform its obligations under the Agreement. Explainer is responsible for all work carried out by an External Supplier as if the work had been carried out by Explainer.

3. Use of the Service

- 3.1 The Customer is responsible for any and all use of the Services under the User Accounts that Explainer makes available to the Users.
- 3.2 The Customer is responsible for any and all material created and for any and all material uploaded to the Platform. The Customer is responsible for ensuring that the Customer has the necessary licences for the creation of the material, including but not limited to images and fonts.
- 3.3 The Customer agrees not to use the Service for any unlawful, obscene, abusive, offensive or fraudulent purposes. In the event of a complaint or notification of violation of the present Clause 3.3, Explainer has the right to suspend User Accounts as well as to immediately cease distribution of the information and/or delete all content that contains information that is unlawful, obscene, offensive, abusive or fraudulent. Explainer shall, without undue delay, notify the Customer of any violation of the present Clause 3.3 and of the consequences thereof.
- 3.4 Only Users with a paid subscription may use the Service. Access is granted only to Users who are identified persons within the Customer's organisation. User logins are created and provided by Explainer. User information or login details must not be passed on to anyone other than the Users. The Customer is aware that, in the event of any transfer, access to User Accounts will be locked. The Customer is responsible for the security of User Accounts, including login details and account information. The Customer shall inform Explainer if an unauthorised third party compromises the login credentials.
- 3.5 The Customer is not entitled to resell User Accounts to give third parties access to the Platform and Services. The Customer does not have the right to combine the Platform and the Service with other customer assets to create a commercially available branded solution for third parties unless a written partnership agreement between Explainer and the Customer has been established. The Customer must not copy the whole or any part of the Platform in any way whatsoever.

4. Accessibility and security

- 4.1 Explainer is responsible for the Platform's features. At the start of the subscription, Explainer shall provide the Customer with the necessary induction up to a maximum of 2 hours and on hand for technical support by email or telephone.
- 4.2 The Service is generally available via the Internet 24/7. However, Explainer (and any External Suppliers engaged by Explainer) have the right to take measures that affect the availability of the Service if deemed necessary for technical, operational or security reasons.
- 4.3 The Customer will be advised of any major planned outages 3 days prior to the planned downtime. Unplanned downtime may occur. Insofar as Explainer is responsible for and able to influence any such outage, Explainer will rectify the error without delay.
- 4.4 Explainer is responsible for putting in place sufficient administrative, physical and technical security measures. Explainer performs regular backups to preserve customer data securely.

5. Technical support

- 5.1 Technical support for the features of the Service is provided directly by Explainer or via an External Supplier designated by Explainer.
- 5.2 Explainer's technical support is provided by phone and email on weekdays Monday to Friday between 09.00 and 17.00 CET. Under normal working conditions, Explainer should respond to technical support enquiries via email within 48 hours.
- 5.3 Explainer's technical support includes assistance for dealing with technical issues with the Service. Technical support does not include advice to the User or the Customer, requests for changes to the Platform or the Service, or dealing with relevant provisions affected by the Service.
- 5.4 Queries about advice supported by simulations in the Service can be agreed separately as a consultancy assignment through Explainer or an External Supplier designated by Explainer.

6. Payment terms

- 6.1 The subscription fee is charged in advance once per month. The variable prices for technical support and consulting services are charged separately in accordance with Explainer's price list for technical support and consulting services from time to time in effect.
- 6.2 Explainer has the right to adjust the subscription fee in line with inflation. However, the fees cannot be increased any earlier than one (1) month after Explainer has notified the Customer in writing about the increase.
- 6.3 Payment terms are 30 days. Fees, such as invoice fees, are charged in line with Explainer's price list from time to time in effect. VAT is in addition to all prices quoted.

7. Data integrity

- 7.1 When using the Platform and the Service, the Customer is involved in the collection and processing of personal data and determines the purpose for and manner of processing any such personal data. Thus, within the meaning of the applicable Data Protection Act, the Customer is considered to be the data controller.
- 7.2 When delivering the Service, Explainer processes personal data on behalf of the Customer ("**Customer's Personal Data**") and is thus to be regarded as a data processor within the meaning of the Data Protection Act. The Customer, as the data controller, is responsible for the processing of personal data in accordance with the Data Protection Act, including but not limited to obtaining all necessary consents from data subjects, for example. As a data processor, Explainer shall process the Customer's Personal Data only for the purpose of providing the Service and only in accordance with the Agreement and written instructions provided by the Customer from time to time.
- 7.3 Explainer shall implement and maintain appropriate technical and organisational measures to protect the Customer's Personal Data. The measures shall provide an appropriate level of security taking into account (i) the available technical possibilities; (ii) the cost of implementing such measures; (iii) the specific risks involved in the processing of personal data; and (iv) the sensitivity of the personal data processed.

7.4 Explainer has the right to use any and all non-personal viewing data and other statistics derived from the Services, including but not limited to statistics regarding User behaviour, for example. Explainer shall have the right to retain and use any and all such statistics and data even after the Agreement expires. Further information on how Explainer processes personal data is described in Explainer's privacy policy, **Appendix A**.

8. Intellectual property rights

8.1 Explainer is the sole holder of all intellectual property rights (IPR) including, but not limited to, copyrights, patents, trade marks, designs and product designs, source code, databases, business plans and know-how, whether or not registered, attributable to the Platform and the Service. All documentation, including manuals, user guides or other written, electronic or non-electronic descriptions of how the Platform and the Service are created and used, also constitutes intellectual property rights under the present Clause 8.1.

8.2 The Service can be integrated with Third-Party Applications, websites and services provided by third parties to make content, products or services available to the User ("**Third-Party Applications**"). Any such Third-Party Applications may have their own terms and conditions of use and privacy policies, and the use of these Third-Party Applications is governed by and subject to such terms and conditions and privacy policies. Explainer does not endorse and is not responsible for the behaviour, features or content of any Third-Party Application or any transaction the User may enter into with the provider of any such Third-Party Application.

8.3 Explainer owns the copyright and exclusive rights to the Explainer and Explainer Hello trade marks as well as all marketing materials created by Explainer. The Customer must not abuse the trade marks and associated logos. The Customer must obtain Explainer's written consent for the use of Explainer and Explainer Hello trade marks on a case-by-case basis.

8.4 The Customer holds all rights to the material uploaded to the Service. The Customer is responsible to Explainer for ensuring that the Customer has all rights to use the material uploaded to the Platform.

8.5 The Customer owns all rights to all completed projects that the Customer has created in the Platform, except for material created through Marketplace services. Explainer is entitled to use material uploaded and created by the Customer in the Platform for Explainer's marketing purposes.

9. Early termination

9.1 The Customer is entitled to terminate the Agreement with due observation of a notice period of thirty (30) days if the Customer does not accept changes that Explainer makes to the Platform and Services.

9.2 Explainer is entitled to terminate the Agreement with immediate effect if the Customer is late in paying fees, goes insolvent, is bankrupt or for any other reason is unable to fulfil its payment obligations, or if the Customer is in breach of the Agreement.

9.3 Upon termination of the Agreement, no refund will be given for fees paid in advance. Upon termination of the Agreement, Explainer will block the affected Users' access to the Service and delete all User Data belonging to the Customer, unless the Customer notifies Explainer otherwise within thirty (30) days from termination of the Agreement. Explainer is furthermore entitled to claim damages from the Customer corresponding to the estimated financial loss that the Customer has incurred for Explainer through the violation.

10. Limitation of liability

10.1 Explainer is not liable for any loss or damage arising from the features of the Platform or the Service.

10.2 Explainer is not under any circumstances responsible for indirect loss or damage such as loss of profit, loss of production, reduced business turnover or loss of information or loss of enjoyment of the Platform or the Service.

10.3 Explainer's total liability arising from the Customer's use of the Platform and the Service in the event of one or more instances of loss or damage is limited to direct loss or damage up to an amount corresponding to twenty-five (25) per cent of the agreed fee for the Service.

11. Miscellaneous

11.1 Confidentiality

11.1.1 Each Party undertakes, during the term of the Agreement and thereafter, not to disclose to any third party information (whether verbal or in written, electronic or other form) about the other Party's business that may be regarded as a commercial or trade secret, or otherwise use any such information for any purpose other than the Party's performance of its obligations under the Agreement. Information that a Party has stated to be confidential shall always be regarded as a commercial or trade secret.

11.1.2 A Party that receives information covered by Clause 11.1.1 shall ensure that such Party's employees, consultants, external suppliers and others who have access to such information sign a confidentiality agreement, the content of which shall correspond to Clause 11.1 of these General Terms & Conditions.

11.1.3 The duty of confidentiality does not apply to such information that a Party can demonstrate has become known to it in a manner other than through the Agreement, or that is common knowledge. The duty of confidentiality furthermore does not apply when a Party is required to disclose information by law, other statute or decision by a public authority.

11.1.4 The duty of confidentiality shall apply during the term of the Agreement and for three (3) years thereafter.

11.2 Force Majeure

If a Party is prevented from performing its obligations under the Agreement because of circumstances beyond the Party's control, this shall constitute grounds for exemption including indemnification in tort.

11.3 Amendments and additions

All amendments and additions to the Agreement shall be in writing (with express reference to this Agreement) and duly signed by each Party.

11.4 Entire Agreement

The Agreement constitutes all and the whole of the Parties' regulation of the object of the Agreement and supersedes any and all prior and contemporaneous related negotiations and agreements, written or verbal, between the Parties.

11.5 Invalidity

If a competent court, authority or arbitration tribunal finds any provision of the Agreement to be invalid or unenforceable, that provision and all other provisions shall be valid and enforceable to the fullest extent permitted by applicable law, and the Parties shall negotiate with each other in good faith with the intention of agreeing on necessary changes to the Agreement to uphold the structure, purpose and spirit of the Agreement.

11.6 Transfer

Neither Party may transfer, in whole or in part, its rights or obligations under the Agreement without the other Party's prior written consent.

12. Applicable law and dispute resolution

12.1 The Agreement shall be governed by Swedish substantive law.

12.2 Any disputes arising from the Agreement shall be settled finally by arbitration expedited by the Stockholm Chamber of Commerce (the "**Chamber**"). The seat of the arbitration tribunal shall be Gothenburg, Sweden.

12.3 The Chamber's simplified arbitration rules shall apply unless, giving due consideration to the severity of the matter, the value of the object of the dispute and sundry circumstances, the Chamber resolves that the Rules of the Stockholm Chamber of Commerce arbitration proceedings shall be applied to the case. In the latter case, the Chamber shall also decide whether the court of arbitration shall comprise one arbitrator or three.

12.4 The Parties undertake, without limitation in time, not to disclose the existence or content of any arbitration proceedings in connection with the Agreement or information about negotiations, arbitration or mediation in connection with the same. The stipulations of the present Clause 12.4 do not apply if otherwise directed by law, other regulation, order by a public authority, stock exchange rules or generally accepted stock market practice or as otherwise required for the enforcement of a judgment.

12.5 An application to a court or enforcement authority for an interim injunction in the event of infringement of an intellectual property right, a precautionary measure or a payment order shall not be considered incompatible with the Agreement and Clause 12.