

## **SOFTWARE AS A SERVICE AGREEMENT**

### **1. Acceptance of terms**

- 1.1 By accessing or using RS Software’s software as a service offering, you (“the Customer”) hereby accept and agree to the terms and conditions of this agreement.
- 1.2 Using the SaaS Service is strictly prohibited if you do not agree to the terms and conditions.
- 1.3 This Software as a Service Agreement (the “Agreement”) is entered into between Customer and RS Software I Varberg, corporate identity number 556747-2435, Härdgatan 9, SE-432 32 Varberg, Sweden (“RS Software”).

### **2. Contractual documents**

- 2.1 The Agreement consists of this document and the following Appendices are part of the Agreement:
  - 2.1.1 Appendix 1 General Terms and Conditions Cloud Services, version 2014.
  - 2.1.2 Appendix 2 Specification
- 2.2 In case of conflict between this Agreement and any of its Appendices, the Agreement will take precedence over the Appendices and the Appendices are listed in the order of precedence.

### **3. SaaS Service**

- 3.1 Customer receives a nonexclusive, non-assignable, right to access and use the SaaS Service solely for Customer’s internal business operations, subject to the terms of this Agreement.
- 3.2 Customer acknowledges that this Agreement is a services agreement and RS Software is not obliged to deliver copies of any software as part of the SaaS Service.

### **4. Restrictions of use**

- 4.1 Customer shall not, and shall not permit anyone to:
  - 4.1.1 copy or republish the SaaS Service,
  - 4.1.2 make the SaaS Service available to any third party,
  - 4.1.3 use or access the SaaS Service to provide service bureau, time-sharing or other computer hosting services to any third party,
  - 4.1.4 modify or create derivative works based upon the SaaS Service,
  - 4.1.5 remove, modify or obscure any copyright, trademark or other proprietary notices,

4.1.6 reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any software,

4.1.7 access the SaaS Service in order to build a similar product or competitive product.

## 5. **Certain obligations for Customer**

5.1 Customer shall provide commercially reasonable information and assistance to enable RS Software to deliver the SaaS Service.

5.2 Customer shall comply with all applicable laws in connection with its use of the SaaS Service, including those laws related to data privacy.

5.3 Customer shall notify RS Software immediately of any unauthorised use of any password or user id or any other known or suspected breach of security.

5.4 Customer shall report to RS Software immediately and use reasonable efforts to stop any unauthorised use of the SaaS Service that is known or suspected by Customer.

## 6. **Support**

6.1 RS Software will provide the Customer with support in case of faults in the SaaS Service.

6.2 The support will be provided within reasonable time from the date Customer has notified RS Software in writing of the alleged fault.

6.3 At the request of the Customer, RS Software may, at its sole discretion, provide support not related to any faults. The Customer shall pay RS Software for such support in accordance with RS Software's price list in effect from time to time.

## 7. **No implicit warranties**

7.1 Except as may be explicitly set out in the Agreement, RS Software makes no, and hereby disclaim any representation or warranty of any kind, express or implied, with respect to the SaaS Service, whether as to merchantability, fitness for a particular purpose, warranties arising from course of dealing or usage or trade or any other matter. No employee, representative or agent of RS Software has any authority to bind RS Software to any affirmation, representation or warranty except as stated in this article.

## 8. **Orders and payment**

8.1 Customer may purchase the SaaS Service by executing an order pursuant to an ordering document.

8.2 Unless otherwise agreed, RS Software shall invoice Customer for all fees on the order effective date. Customer shall pay all undisputed invoices within 30 days. Fees are non-refundable.

## 9. **General terms**

9.1 If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.

9.2 Regulations set out under section "Restrictions of Use", and "Disputes" shall survive the expiration or termination of this Agreement for any reason.

9.3 Regulations set out in Appendix 1 under section "Intellectual Property Rights", "Confidentiality" and "Limitation of Liability" shall survive the expiration or termination of this Agreement for any reason.

9.4 This Agreement is an agreement between the parties, and confers no rights upon either party's employees, contractors, partners or customers or upon any other person or entity.

9.5 RS Software does not have any ownership rights in Customer's Data. However, Customer grants RS Software a limited right to use Customer's Data for the sole purpose of analysis, research and development aiming at enhancing the service offerings of RS Software.

## 10. **Force majeure**

10.1 Either party shall be entitled to suspend performance to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances; pandemic or epidemic; industrial disputes and any other circumstance beyond the control of the parties such as fire, war (whether declared or not), extensive military mobilisation, insurrection, requisition, seizure, embargo, lack of means of transport, restrictions in the use of utilities such as water, electrical power, telecommunications and defects or delays in deliveries by sub-suppliers caused by any such circumstances referred to in this article.

10.2 The party claiming to be affected by force majeure shall notify the other party in writing without delay on the occurrence and on the cessation of such circumstance. If force majeure prevents the Customer from fulfilling his obligations, he shall compensate RS Software for expenses incurred in securing and protecting the services.

10.3 If a force majeure event continues for a period exceeding three (3) consecutive months, either party shall be entitled to terminate the services by notice in writing without incurring any further liability, except that RS Software shall, upon such termination, be reimbursed for any services executed before the termination.

## 11. **Disputes**

11.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

11.2 The arbitral tribunal shall be composed of three arbitrators. The seat shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

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