

General Conditions

1 Scope of these Conditions

- 1.1 These General Conditions relate to the GroupTalk Services provided by GroupTalk according to the Contract and any other services that GroupTalk provides to the Customer during the term of the Contract.
- 1.2 The Contract between GroupTalk and Customer consists as an integral part the Cover Contract and the following Appendices (jointly the "Contract"):
- Appendix I Service Description
 - Appendix II Pricelist
 - Appendix III General Conditions
- In the event of a conflict between the Cover Contract and the Appendices, the Cover Contract shall prevail over the Appendices.
- 1.3 All services provided by GroupTalk to the Customer during the term of the Contract are referred to below as "the Services". The Customer may use the Services only for the purposes and to the extent provided in the Contract.

2 Orders and Delivery

The Services shall be ordered as instructed by GroupTalk. The Contract shall be deemed concluded upon execution by both parties and where such occurs earlier when GroupTalk has confirmed the Customer's order in writing. The Services will be delivered as set forth in the Service Description Appendix.

3 GroupTalk's provision of Services

- 3.1 GroupTalk provides the Services through an Internet connection in accordance with what is set forth in the Service Description Appendix.
- 3.2 GroupTalk shall provide the Services in a professional manner and in accordance with the Contract. GroupTalk shall be entitled to appoint sub-contractors for the performance under this Contract.
- 3.3 GroupTalk reserves the right to amend or modify the Services provided that the Services performance or functionality is not negatively affected. Such amendments or modifications shall be performed in such a way as to limit possible disruptions.
- 3.4 GroupTalk may stop the Service where GroupTalk replaces the Service with equivalent technical performance and functionality. In such case GroupTalk shall inform the Customer at least sixty (60) days in advance. In case the Customer does not accept the replacement service, the Customer shall be entitled to give written notice of termination of the Service and the

Contract within thirty (30) days from receipt of notice of replacement.

4 Customer data etc

- 4.1 GroupTalk allocates to the Customer user ID, password and other codes ("Login Credentials") that are necessary for using the Services. GroupTalk may change the Login Credentials for technical or operational reasons or due to regulations or decisions by public authorities. The Customer shall be notified with such amendments in due time. The Customer has no right to Login Credentials.
- 4.2 "Customer Data" means data concerning the Customer such as name, address, personal identification number etc. The Customer is the personal data controller (according to the definition contained in the Personal Data Act) for the Customer Data that GroupTalk has received from the Customer in conjunction with the performance of the Services. The Customer is responsible to ensure that it possesses the right to provide GroupTalk with such information.

5 Confidentiality and publicity

- 5.1 Both parties undertake not to disclose "Confidential Information" about the other party to any third party except with the purpose of performing the Services. Confidential Information means every item of information related to a party's operation and which is of a technical, financial, commercial or other nature, regardless of whether or not the information has been documented, except for:
- a) information that is generally known or enters the public domain in another way than owing to a breach by a party of this confidentiality agreement;
 - b) information that a party can show it knew about before it received it from the other party;
 - c) information that a party receives from a third party without being bound by a confidentiality obligation in relation to him; and
 - d) information that a party is liable to provide according to statute or a listing agreement.

In the cases referred to in sub-clauses a) – c), a party is not entitled to disclose that the same information has also been received by the other party to this Contract.

- 5.2 A party may only use Confidential Information about the other party in order to satisfy its obligations or implement the cooperation under this Contract.

- 5.3 A party shall ensure that its employees or subcontractors do not disclose or use Confidential Information in violation of the provisions contained herein.
- 5.4 GroupTalk is entitled to refer to the Customer as a business partner. Every press release and other information regarding this Contract shall be coordinated and approved in advance by both parties.

6 Technical and communications equipment

Unless stipulated by the Contract, the Customer shall provide and be responsible for technical and communicative equipment including tablets, Smartphone, PC, Internet connection, PTT accessories etc that is necessary for the performance and use of the Services. Due to the structure of GroupTalk Services certain equipment cannot be used with the Services. Information of required equipments and Internet connection can be found in the "Support" section at GroupTalk's website www.grouptalk.com.

7 Intellectual property rights

- 7.1 In addition to the express stipulations of this Contract, this Contract does not entail any grant or transfer of any intellectual or other right, including, but not limited to, the right to drawings, process charts, data, design, tools, equipment, procedures, inventions, software, or technical or other information, irrespective of whether it is developed, manufactured or provided by a party for the performance of this Contract or not.
- 7.2 Both parties shall ensure (i) that the party has the necessary rights to software, material and information (referred to below as "Intellectual Products") which the party provides or uses with the aim of performing its obligations under this Contract and (ii) that such rights entitle the other party and its subcontractors to use Intellectual Products if this is necessary for the other party to be able to perform its obligations under this Contract.
- 7.3 A party (referred to below as "the first party") who grants or transfers rights to an Intellectual Product to the other party (referred to below as "the other party") warrants that such grant or transfer does not violate the rights of a third party and that the other party's use of the Intellectual Product in accordance with the conditions of the grant or transfer will not entail a violation of a third party's right.
- 7.4 In the event that a third party claims a violation of his right to an Intellectual Product, the first party shall at its own expense take over the dispute, bring proceedings and hold the other party harmless for compensation and damages that the other party through a settlement or judgment becomes obligated to pay for violation, subject however to the precondition that the other party a) immediately notifies the first party of the demand b) waives the right to conclude a settlement or otherwise make a decision regarding how the demand should be dealt with c) provides assistance to a reasonable extent to the first party in connection with its response to the demand and d) implements measures and deals with the

Intellectual Product in accordance with the first party's instructions.

- 7.5 The first party shall make reasonable efforts to either protect the other party's right to the continued use of the Intellectual Product or exchange the disputed item of the Intellectual Product for an item that is not subject to a third party's allegation of violation.
- 7.6 The first party is not liable to the other party for a claim for violation that is based on the Intellectual Product having been used together with a product that has not been approved by the first party or because the Intellectual Product has been changed or is being used in another way than in accordance with the first party's instructions or according to this Contract.

8 Compensation and terms of payment

- 8.1 The charges referred to in the Contract are specified in SEK and exclude value added tax.
- 8.2 The Customer shall pay the charges as stipulated in the Contract and the attached Pricelist or where payment is not expressly stated in the Pricelist, in accordance with GroupTalk's price list as applicable from time to time. GroupTalk is also entitled to receive payment for modified, extended or new services, costs as a consequence of the Customer's special instructions, travelling expenses and for costs arising from additional work that the Customer has caused.
- 8.3 GroupTalk invoices fixed charges in advance and variable charges in arrears. The Customer shall pay in the currency stipulated in the contract no later than thirty days after date of invoice.
- 8.4 In the event of delay in payment, the Customer shall pay interest for delay with an interest rate that corresponds to the Swedish Central bank (Sveriges Riksbank) established reference interest rate plus eight (8) percentage units.

9 Force Majeure

- 9.1 If a party is prevented from performing its commitments under this Contract owing to a circumstance that the party could not control, such as lightning strike, industrial conflict, fire, crime against committed by a third party, seizure, public authority regulations, or faults or delays in services from subcontractors owing to circumstances as referred to here, this shall constitute grounds for relief and entail the postponement of the date for performance and a release from sanctions.
- 9.2 If the performance of the Services has to a fundamental extent been impeded for longer than three months owing to a circumstance as referred to above, a party is entitled, without an obligation to pay compensation, to give written notice terminating the Contract with immediate effect.

10 GroupTalk's responsibility

- 10.1 GroupTalk is responsible for faults in the Services in accordance with the provisions of this Contract. Fault means that the Customer cannot use the Services in accordance with the Contract.
- 10.2 GroupTalk shall at its own expense, subject to the restrictions stipulated in the Contract, rectify faults in the Services during ordinary working hours. Fault is not deemed to mean deviations that are of no material importance for the benefit of the Customer of the Services. GroupTalk's responsibility for faults does not apply if the Customer deviates from agreed users or in another way uses the Services incorrect or fails to follow GroupTalk's instructions or the faults are related to the Customer's equipment or otherwise related to the Customer. GroupTalk is not responsible for faults when the faults are related to Internet connection, virus or otherwise have been caused by or related to a third party.
- 10.3 GroupTalk is responsible for damage that is caused by negligence of GroupTalk or a subcontractor engaged by GroupTalk in accordance with this clause 10.3. GroupTalk's liability in damages (including any liquidated damages and any deductions from the price under the Contract) shall, unless there was intent or gross negligence, be limited to an amount corresponding to the charges for the Services during the three (3) months that preceded the breach of contract. GroupTalk's liability is limited to direct losses and excluding liability for lost profit or other indirect damage or for claims by third parties. In addition, GroupTalk shall not be liable for losses of the Customer's data or for damages incurred by the Customer due to content of data or other information transmitted or caused by data virus, Internet disruptions or delays.
- 10.4 The Customer may only claim a sanction if the Customer has provided GroupTalk with written notice of its demand no later than 30 days after when the Customer discovered or ought to have discovered the grounds for the demand, or in any event no later than 30 days after the cessation of the Contract.
- 10.5 This clause 10 comprises the complete responsibility of GroupTalk.

11 Assignment

A party may not assign or pledge its rights or obligations under this Contract without the written approval of the other party. However, a party is entitled, without the other party's consent, to transfer its rights and obligations to another company within the same group (according to the definition contained in the Swedish Companies Act) as the party, subject to the precondition that the said company has in all cases the corresponding financial status as the assigning company has at the time of the assignment. In the event of such assignment, the assigning party shall immediately inform the other party in writing about this.

12 Notifications

Notifications that according to this Contract shall be in writing shall, in order to have legal effect, be sent by messenger, post or by e-mail to the other party's address stipulated in the Contract or to such other address as has been notified later by the party in writing and shall be deemed to have been received (i) when the message has been sent by messenger, on the same day as it was despatched, or (ii) when the message has been sent by post, three days after posting or (iii) when sent by e-mail, upon confirmation from the recipient party.

13 Amendments

Amendments and supplements to this Contract shall, in order to be binding, be drawn up in writing and signed by the parties.

14 Term of contract and cessation

- 14.1 This Contract applies for the term specified in detail in the Contract.
- 14.2 A party is entitled to give written notice terminating the Contract with immediate effect (i) if the other party commits a fundamental breach of contract and does not implement rectification within 30 days after a written direction, referring to this sub-clause, or (ii) if it may be assumed that the other party has, or will within the immediate future encounter payment difficulties, through for instance the other party being put into bankruptcy, commencing negotiations for a composition, being the subject of a corporate reconstruction or is otherwise insolvent.
- 14.3 Upon the cessation of the Contract all equipment and confidential information that a party has received within the framework of the Contract shall be immediately returned to the other party or, if the other party so requests, be eradicated.

15 Applicable law and arbitration proceedings

- 15.1 Swedish law shall apply to the Contract.
- 15.2 Disputes emanating from this Contract shall be determined by arbitration in Stockholm pursuant to the rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "Institute"). The Institutes' Rules for Expedited Arbitration Proceedings shall apply and the arbitration tribunal shall consist of one arbitrator who shall be appointed by the Institute. The language to be used shall be English. Notwithstanding the aforementioned, a party shall be entitled to commence proceeding before the court of general jurisdiction or another competent authority where the amount in dispute does not exceed SEK 500,000.