

## **GENERAL TERMS AND CONDITIONS** for services rendered by InRule

### **1. PREAMBLE**

This Agreement is between InRule AB ("InRule") and InRule's client (the "Client") and governs consulting services (the "Service/Services") provided by InRule.

The Client accepts and is bound by the Agreement by signing an order or by having approved the terms and conditions in another manner.

### **2. DEFINITIONS**

The terms below are defined as follows in this Agreement:

"**Subscription Agreement**" refers to the subscription agreement applicable for InRule Process Automation.

"**Agreement**" refers to these General Terms and Conditions, including the currently applicable Specifications and additional related documents where applicable.

"**InRule Process Automation**" refers to the currently applicable cloud service and related software provided to the Client within the scope of the Subscription Agreement. The Service is provided through various forms of subscription which are detailed on the Website.

"**The Go-Live Date**" is the deadline for the Results to go live or receive final approval in accordance with the Specifications.

"**The Website**" refers to [www.inrule.com/platform-overview/process-automation/](http://www.inrule.com/platform-overview/process-automation/).

"**Intellectual Property Rights**" refers to all forms of intellectual and industrial property rights, such as copyrights, database rights, source code, patents and patentable inventions, registered and unregistered trademarks, know-how (regardless whether or not it can constitute a patentable invention per se), registered and unregistered designs.

"**Results**" refers to the results of the Service rendered in accordance with this Agreement.

"**The Specifications**" describe the assignment established for each order of Services from InRule under this Agreement. The Specifications serve as the document signed by the parties which refers to these Terms and Conditions, thus jointly constituting the Agreement.

### **3. SCOPE OF THE ASSIGNMENT AND SPECIFICATIONS**

3.1 InRule provides services including installation, parameterisation, integration, development and customisation in relation to InRule Process Automation which is provided by InRule under the Subscription Agreement.

3.2 The Specifications describe the Services which the Client has ordered and InRule has undertaken to render. In the event that the parties agree on modifications or additions to what is included in the Service and the rendering of the Service, the Specifications shall be updated by InRule and approved by the Client in the manner notified by InRule. The updated Specifications shall then be attached to the Agreement.

### **4. ORDER PROCESS**

The Services shall be ordered by signing the Specifications.

### **5. RENDERING OF SERVICES**

5.1 InRule shall render the Services in accordance with this Agreement and in a professional manner, using suitable staff and, if applicable, subcontractors.

5.2 The Client has an obligation to cooperate in the rendering of the Service to the extent specified in the Specifications or to another reasonable extent which can be expected to enable the provision of the Results.

### **6. DEFECTS AND DELAYS**

6.1 Where specially specified in the Specifications in conjunction with delivery of the Results, the Results shall be provided for approval by the Client no later than on the agreed delivery date. The Client shall approve delivery of the Results when they match the agreed Specifications. Following approved delivery, the Client will be given an additional warranty period of five (5) working days during which written notices of any defects discovered in relation to the delivery must be notified to InRule.

6.2 In the event that the Results do not meet the requirements of the Agreement following delivery testing as per 6.1 and the Client gives notice of this, InRule shall take the action InRule considers appropriate to remedy the defects or deficiencies notified by the Client in relation to the Agreement and the Specifications, and then resubmit the Results for approval.

6.3 In the event that InRule fails to deliver by the Go-Live Date due to a delay or the Client being unable to approve all or part of the Results, InRule shall be deemed to be in default on the current assignment. In the event of default, the Client is entitled to a default penalty of 0.5% of the agreed price of the delayed assignment, or the delayed part of the assignment, for each full week during which delivery is delayed, but a maximum of ten (10) per cent of the agreed price of the delayed assignment as per the Agreement. Once the maximum penalty has been reached, the Client is entitled to terminate the Agreement. The Client is not entitled to any other compensation besides this penalty due to defects or delays.

6.4 InRule shall not be deemed to be in default in the event that the delay was caused by the Client failing to provide required information or otherwise not cooperating in such a manner as InRule reasonably could request.

### **7. LIMITATION OF LIABILITY**

7.1 In the event of a material breach of contract on the part of InRule, the Client is entitled to damages for direct losses suffered by the Client as a result of the breach of contract. InRule's liability under the Agreement is limited to the higher of fifteen (15) percent of the fee InRule received for the Services under the Agreement during a 12-month period immediately preceding the action that caused the loss and the amount InRule receives from InRule's liability insurance as indemnification for the insured event less the excess. Indirect losses, such as lost profits or savings, consequential losses, data losses and the like are not indemnified, provided that the loss was not incurred as a result of gross negligence or malicious intent on the part of InRule.

### **8. RIGHTS TO THE RESULTS**

8.1 All intellectual property rights and all other rights to or in relation to the Results shall belong to InRule, and the Client shall receive a non-exclusive eternal right with no territorial limitations to use all intellectual property rights and all other rights to or in relation to the Results provided under the Agreement. However, the Client always retains full title to its own data inputted into InRule Process Automation. The right to use the Results does not result in a right to use InRule Process Automation extending beyond what is specified in the Subscription Agreement. If and to the extent the Results include development or customisation of or additions to InRule Process Automation, such Results shall be assigned to the Client under the currently applicable Subscription Agreement of InRule. In the event that the Results or the Service include third-party products, the license terms and conditions of the supplier of said products shall apply.

### **9. REMUNERATION**

9.1 Unless otherwise specified in the Agreement, the Client shall pay for Services rendered in accordance with InRule's currently applicable price list. Unless otherwise agreed, remuneration shall be paid on open account.

9.2 Payment shall be made in arrears following receipt of invoice. Invoices on open account shall specify the number of hours spent per consultant to a reasonable extent. Payment must be received by InRule no later than thirty (30) days of the invoice date.

9.3 Interest on arrears will be charged in the event of payment delays pursuant to the Swedish Interest Act (1975:635). InRule is also entitled to suspend work on all assignments for the Client without incurring any liability for delays until payment is made in full. Once work is resumed, schedules will be adjusted as a result of the Client's delay where applicable. In the event of payment delays exceeding ten (10) days, InRule is also entitled to terminate the Agreement with immediate effect.

9.4 All prices and fees are exclusive of value-added tax and other taxes and charges due.

## 10. PERSONAL DATA

10.1 The Client shall, when considered to be the data controller, within the scope of the provision of the Services, process personal data in accordance with the requirements of any data protection laws and regulations. Client shall in such event have the sole responsibility for the accuracy, quality, and legality of personal data and the means by which Client acquired personal data.

10.2 If InRule is considered to be a data processor to Client, InRule shall fulfil its obligations as a processor in accordance with the Swedish Personal Data Act and, as from May 25, 2018 the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, (General Data Protection Regulation, "GDPR"), and will furthermore accept such assignment based on the instructions, terms and conditions in the DPA ([www.inrule.com/about-inrule/legal-and-security/inrule-process-automation/terms/](http://www.inrule.com/about-inrule/legal-and-security/inrule-process-automation/terms/)) which hereby forms an integrated part of this Agreement.

## 11. CONFIDENTIALITY

11.1 InRule undertakes to refrain from disclosing confidential information InRule has received from the Client under this Agreement to third parties. "Confidential information" is defined in the Agreement as all information – technical, commercial or of another type – regardless whether the information has been documented or not, except for

(i) information that is in the public domain or enters the public domain in a way other than a breach of the contents of this agreement on the part of InRule;

(ii) information that InRule can document that InRule already knew of before receiving it from the Client, or

(iii) information that InRule has received or will receive from a third party without being bound by a confidentiality obligation to said third party.

Irrespective of the above, disclosure of confidential information to a third party resulting from a government or court decision does not constitute a breach of the confidentiality obligation.

11.2 InRule is entitled to mention that the Client has hired InRule in its marketing, in contact with clients or in other manners and describe the assignment in general wording without the prior consent of the Client.

## 12. TERM OF AGREEMENT AND TERMINATION

12.1 The Client is entitled to terminate the Agreement in writing. In the event of such termination, InRule is entitled to compensation for work performed, documented transition costs in the event that the Agreement is terminated prior to delivery of the agreed Services as per the Specifications and any other costs according to InRule's currently applicable price list, regardless whether other compensation was agreed for the assignment.

12.2 Each party is entitled to terminate the Agreement with immediate effect in the following cases:

(i) the other party commits a material breach of contract and the breach of contract is not remedied within a maximum of 30 days from

the date the party in breach has received a written notice with a request for a remedy;

(ii) the other party suspends payments, decides on voluntary or compulsory liquidation, files for company reorganisation or bankruptcy (or if a third party applies for bankruptcy of the party) or if the party in another way can be considered insolvent.

12.3 However, after the Agreement is no longer in force, regardless of the cause, 7, 8, 11, 12.3 and 15 shall remain in force for an unlimited time.

## 13. FORCE MAJEURE

13.1 Each party is discharged from liability for failure to meet certain obligations under this Agreement in the event that such failure is a result of circumstances outside of the party's control and which the party could not reasonably have been expected to be able to foresee or avoid, such as war, government action, new or amended legislation, labour market conflicts, restrictions on trade or currency, blockades, fires, flooding or similar circumstances, as well as defects or delays of deliveries from subcontractors or suppliers due to the above events.

13.2 A party wishing to cite grounds for discharge from liability under this 13 is obliged to notify the other party when such an event begins and ends without delay.

13.3 Irrespective of what is stated about discharge from liability in this 13, either party is entitled to terminate the Agreement with immediate effect and without any consequences by giving written notice to the other party in the event that performance of a material obligation under this Agreement is delayed by more than three (3) months.

## 14. GENERAL PROVISIONS

14.1 Neither party is entitled to fully or partially assign or pledge its rights and/or obligations under this Agreement without the written consent of the other party.

14.2 Modifications and amendments to the Agreement are not valid unless they are in writing and signed by both parties.

14.3 The contact person designated by the Client is authorised to represent the Client in all matters involving the Agreement, including agreeing on modifications and amendments to the Agreement.

14.4 In the event that a provision of the Agreement or a part of the same is found invalid, the Agreement as a whole shall not be invalid as a result. Instead, in such a case, a reasonable modification to the Agreement shall be made to the extent that the invalidity materially impacts either party's consideration or performance under the Agreement.

## 15. DISPUTES AND GOVERNING LAW

15.1 This Agreement shall be governed by Swedish law.

15.2 Disputes arising from this Agreement shall be subject to final resolution by arbitration proceedings administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). SCC's Expedited Arbitration Rules (Regler för Förenklat Skiljeförfarande) shall apply unless SCC determines that the proceedings are to be governed by the Arbitration Rules (Skiljedomsregler) of SCC in consideration of the case's degree of difficulty, the value of the disputed item and other circumstances. In the latter case, SCC shall also decide whether the arbitration tribunal is to consist of one or three arbitrators.

15.3 Notwithstanding 15.2, InRule shall always be entitled to collect payment of overdue claims at a court of general jurisdiction.