

## Annex 1, Vergic General Terms & Conditions

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## 1 CONTRACT PERIOD AND TERMINATION

A contract is deemed to have been entered into when Vergic receives a signed contract from the Customer. Contract period starts to run after the Customer's instance has been created in Vergic Cloud. The contract period is set forth in the Master Agreement or Purchase order. If no contract period is defined, the minimum contract period is 12 months. If neither of the parties has given notice to terminate the contract no later than three months before the end of the commitment period, the contract shall be extended by the same contract period as set forth in the Master Agreement or Purchase Order. Notice of termination shall be given in writing and be signed by the party electing to terminate the contract.

## 2 PRICE

The prices are stated excluding VAT. See main contract. Remuneration can be adjusted annually when the contract falls due, in accordance with the IT consultants index of Statistics Sweden. Stated prices do not include travel expenses, accommodation or other expenditure.

Any expenses such as travel, accommodation and other expenditure which arise within the framework of the contract will be invoiced at actual cost. This also applies in the event of any re-booking or cancellation of activity on the Customer's initiative, in which case the cost which has actually arisen will also be invoiced.

## 3 PAYMENT

First invoicing will take place at the time when a subscription starts to run. All license fees except temporary usage are paid in advance. Temporary usage is payable monthly in arrears.

Payment shall reach Vergic AB no later than 30 days after the invoice date. In the event of delay in payment, penalty interest and a reminder charge will be payable. If invoice is not disputed and payment despite written reminder has not been received, Vergic reserves the right to discontinue delivery of the services at earliest 30 days after written reminder has been sent to the Customer.

It is the responsibility of the Customer to notify Vergic of any changes such as new invoicing address, reference etc.

An objection to an issued invoice shall be sent in writing to the Supplier within 14 days.

## 4 PROVISION OF THE SERVICE VERGIC ENGAGE PLATFORM

Vergic provides the service, Vergic Engage, in the form of a cloud service (SAAS), Vergic Cloud, where the Customer is given access to for the service contracted software.

The Customer has access to Vergic Engage through a tag, which is integrated into the Customer's web pages, and through login via browser to the administrator module and agent module.

## 5 LICENSING OF THE SERVICE VERGIC ENGAGE

The right to use Vergic's software, Vergic Engage, is provided through one of two available licence models, Named Users or Capacity based users. What license model that has been agreed upon follows from main contract. Different forms of licensing cannot be combined under one and the same contract.

In the event that agreement has been reached on a form of hosting or operation other than Vergic Cloud, other, separate forms of licensing also apply.

### 5.1 Licence model Named users

The named users license model gives the customer the right to, either by themselves in the administrators interface or through an order to Vergic Service desk create the number users that correlates to the at any time valid contract. If more users than what is agreed upon are created Vergic has the right to invoice the customer for those users according to price list in valid contract and for the remainder of the contract period.

## 5.2 License model concurrent usage

The Customer will pay in advance and according to price list for the average number of users needed during a month. However, licence model concurrent usage gives the right, without any impact on price and regardless of the contracted number of users, to both create and, in Vergic Engage, to log in an unlimited number of users without a user licence being considered to have been utilised.

A user licence according to concurrent usage is not utilised until a user has actively made use of Vergic Engage. The concept of active user is defined in 5.2.1 below.

### 5.2.1 Active user

A user licence has not been utilised until a user has become active in Vergic Engage. A user becomes active by:

1. Offering a customer a dialogue from a queue
2. Via "phone2digital/co-browse" code distribution generating a code for connection of a simultaneous co-browsing session
3. Opening an administrator interface in Vergic Engage (for the roles at the customer where this is available)

Active users in relation to number of user licences, known as compliance, is measured on a daily basis (midnight to midnight) and is aggregated, calculated and accounted monthly in arrears. The number of active users accounted in this way can never be fewer than the number of contracted user licences.

### 5.2.2 Temporary Users

The capacity based users licence model gives the Customer the right to use more user licences than have been contractually agreed, known as Temporary User, which can be utilised in order to deal with temporary peaks in traffic, fluctuations in traffic over time etc.

Temporary User is not utilised until more users than have been contractually agreed become active in Vergic Engage according to the definition in 5.2.1 above. Calculation and accounting of any utilised Temporary Users will take place monthly in arrears. If Temporary Users have been utilised, the Customer has the right to:

- 1) Choose to pay the temporarily expanded capacity according to the price list in the contract and calculated in accordance with 5.2.3 below *or*;
- 2) Choose to expand the number of named users according to the price list in the contract if the need appears to be more permanent

### 5.2.3 Calculation of Temporary Users

Temporary Users have not been utilised until more users than have been contractually agreed have actively used the solution in accordance with 5.2.1. Temporary Users are aggregated, calculated and accounted monthly in arrears as an average of Temporary Users over the month as follows:

Temporary users have been utilized if the number of active users on a daily base are higher than the number of licensed users according to the contract. The sum of temporary users over the given month is defined as the highest number of temporary users that has been utilized on a single day in the current month.

Any Temporary Users projected as above will be rounded up to the nearest whole number and invoiced monthly in arrears according to the contract price list.

## 6 TRANSFER OF CONTRACT

The contract may not be transferred without approval from other party.

## 7 REFUSAL OF SUPPLY

Vergic has an ethical policy based on the UN Global Compact's ten principles. Vergic reserves the right to refuse supply to businesses of a nature which infringe these principles.

Vergic further reserves the right to require advance payment from customers if the results of credit assessment give cause to do so or if a Customer has previously been late in payment. Services which are discontinued or supply of which is refused due to non-payment do not provide entitlement to repayment.

## 8 THE PURCHASER'S RESPONSIBILITIES

The Purchaser is responsible for the Service being used in accordance with laws and ordinances applicable at any given time both in Sweden and where the solution is used. The Purchaser undertakes to indemnify Vergic against all financial or other harm attributable to the purchaser's use of the service/solution or product which has been supplied by Vergic.

## 9 DISPUTES

Disputes which arise between the parties shall be settled in a Swedish court of law with Malmö District Court as court of first instance.

## 10 CONFIDENTIALITY

The parties agree to keep secret and not to pass on confidential information about each other to which the other party has gained access in or through this contract, directly or indirectly. The parties shall require their own employees and hired staff to respect these undertakings. Information in this contract shall, unless otherwise agreed, be regarded as confidential and not be divulged to a third party.

Confidential information shall not be considered to concern:

1. Information which is publicly available or which becomes publicly available without breach of the contract taking place
2. Information which was already available to be recipient party before the contract was signed
3. Information which can be shown to have been independently developed by the recipient party without reference or access to confidential information under this contract'

## 11 LIABILITY FOR DAMAGES

1. The total liability for damages of a Party is limited at any given time to the higher of:
  - a. The total contract value of a party's claim under the contract at the time
  - b. Three (3) price base units (base units according to Swedish Law, €4,500 in 2017)The combined liability for damages shall also include any fine payable.
2. No party shall be held liable for any claims by a third party regarding damage, loss, loss of profit, loss of revenues or anticipated savings or loss of goodwill
3. Limitations in clauses 11.1 and 11.2 above do not apply to:
  - a. a Party's liability for death or personal injury caused by the carelessness or negligence of a party or a party's subcontractor.
  - b. a Party's liability for fraud or fraudulent behaviour.
  - c. a Party's breach of a non-disclosure agreement (NDA) entered into, whether it is separate from or an annex to the contract
  - d. a Party's breach of the other party's intellectual property rights

Any damage shall be notified without delay, no later than one month after the time when the damage was discovered.

## 12 CANCELLATION OF CONTRACT

When a material breach of contract occurs, the other Party may cancel the Contract and/or the Subcontract with immediate effect. In the event of careless handling or intentional misuse of information or breach of confidentiality or the security regulations, the Contract may be cancelled with immediate effect.

If one Party is declared bankrupt, initiates bankruptcy proceedings or enters into liquidation, suspends its payments or commences composition proceedings or otherwise may be feared to be insolvent, the other Party has the right to cancel the Contract with immediate effect.

Cancellation shall take place in writing.

## 13 FORCE MAJEURE

If an exceptional situation which is beyond a Party's control, such as act of war, riot, sabotage, strike, lockout, boycott, blockage, lightning strike or other similar circumstance which the Party could not reasonably be expected to have anticipated and the consequences of which the Party neither could have reasonably been avoided or overcome occurs which makes it possible to fulfil its obligations under the Contract, the other party shall be informed as soon as possible. The Party shall not be deemed to breach the Contract for as long as the exceptional situation lasts. Compliance of the other party with its undertakings shall be deferred to a corresponding degree.