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# Subscription Terms



## SUBSCRIPTION TERMS

### 1. APPLICABILITY

- 1.1. These subscription terms (the "**Subscription Terms**") apply when the Customer wishes to gain access some or all of Tutus' Services/Products in the form of an ongoing service (i.e., as a subscription) and such subscription is not governed by a separately executed subscription agreement between the Parties.
- 1.2. Said Services/Products are collectively referred to in these Subscription Terms as the "**Subscription Service**" regardless of which of Tutus' Services or Products that are referred to and encompassed by the relevant Subscription Service.
- 1.3. The agreement between the Parties consists of these Subscription Terms and the below-mentioned documents. Thus, by the "**Agreement**" is meant these Subscription Terms and the following documents which collectively constitute the Agreement.
  - a) Tutus' general terms and conditions (the "**Terms and Conditions**")
  - b) Specifications relating to the relevant Subscription Service through reference to electronic documents (the "**Specification**"). References to the Specification have been provided in the Quotation. For the avoidance of doubt, it is noted that the Specification may be the description available on Tutus' website.
  - c) Tutus' quotation as accepted by the Customer (the "**Quotation** ").
  - d) Where applicable, special terms and conditions for the provision of the Subscription Service agreed between the Parties ("**Special Subscription Terms**"), which in that case is attached to the Quotation or otherwise provided by Tutus.
  - e) Where applicable, the Service Level Agreement (the "**SLA Appendix**"), which in that case is attached to the Quotation or otherwise provided by Tutus.
  - f) Where applicable, a Data Processing Agreement ("**DPA Agreement**"), which in that case is attached to the Quotation or otherwise provided by Tutus.
- 1.4. In the event of any conflict between the provisions of these Subscription Terms and the above-mentioned appendices, the provisions of these Subscription Terms



shall prevail over the provisions of the appendices unless the circumstances clearly indicate otherwise. The appendices shall prevail without any order of precedence taking into account that they collectively form an integral part of the Agreement and in the event of contradictions or ambiguities between the various documents of the Agreement, these shall be interpreted considering the before-mentioned and applying customary principles of contract interpretation.

- 1.5. Any capitalized terms shall have the meaning attributed to them in this Master Agreement or in the Terms and Conditions.
- 1.6. The Subscription Service is provided as a cloud-based service.
- 1.7. Where applicable, the Customer may, in order to be able to use the Subscription Service, in whole or in part, need to acquire Services and Products from Tutus that are not normally included in the Subscription Service, or enter into agreements with third parties regarding services and products to be used together with the Subscription Service. This may include, for example, the purchase of hardware products and the purchase of integration services and other services. If such Services and Products are acquired from Tutus, these may, where applicable, be included in the same Quotation that governs the Subscription Service, but such additional Services and Products are always specified separately in the Quotation.
- 1.8. As set forth in the Agreement, the Customer may, where applicable, reduce or increase the number of users/licenses for the Subscription Service, or order other subscription services provided by Tutus. As far as ordering additional subscription services from Tutus is concerned, this is effectuated through a new quotation being provided by Tutus and accepted by the Customer. In such case, this Agreement is deemed to govern also such additional subscription services and the term "Subscription Service" shall be deemed to encompass all such subscription services that the Customer subscribes to from Tutus.

## 2. DEFINITIONS

- 2.1. Unless the context or circumstances clearly indicate otherwise, the following words and expressions shall have the meanings set forth below.

**"Access Point"**

The point or points at which Tutus connects the Subscription Service to a public electronic communications network, unless otherwise agreed.



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|-------------------------------|--|
| <b>"Agreed Start Date"</b>    | The date on which the Subscription Service shall be available to the Customer.   |
| <b>"Customer Data"</b>        | The data or other information made available to Tutus by the Customer, or by a third party acting on behalf of the Customer, or by a user, and the result of Tutus' processing of such data. |
| <b>"Customer Software"</b>    | The software owned by the Customer, or which the Customer is entitled to use under an agreement with a third-party, and which is used to use the Subscription Service.                       |
| <b>"Effective Start Date"</b> | The day when the Subscription Service is de facto available to the Customer.   |
| <b>"Product Supplier"</b>     | The company that licenses and provides maintenance to Tutus for any Third-Party Software.  |

### **3. START-UP OF THE SUBSCRIPTION SERVICE AND TUTUS' GENERAL OBLIGATIONS**

- 3.1. Tutus shall, from the Agreed Start Date, provide the Subscription Service to the Customer in accordance with the terms of the Agreement, including having performed the Services normally considered to be covered by the Subscription Service and such additional Services as have been specifically ordered by the Customer under a separate agreement with Tutus in respect of the Subscription Service.
- 3.2. The Agreed Start Date is set forth in the Quotation.
- 3.3. Tutus shall ensure that the Subscription Service is available to the Customer from the Agreed Start Date. Tutus shall in due time before the Agreed Start Date have provided any instructions required for the Customer to be able to start using the Subscription Service from the Agreed Start Date. The Parties may through executing Special Subscription Terms specifically agree on Tutus' special



obligations at the start-up of the Subscription Service. The Subscription Service shall be considered available when the Customer can commence using the Subscription Service from the Access Point, or, in accordance with what is stated in any Special Subscription Terms regarding the availability of the Subscription Service.

- 3.4. Tutus shall perform all parts of the Subscription Service in accordance with the provisions of this Agreement and with the skill and care that the Customer has reason to expect from a company in the industry. For the performance of the Subscription Service, Tutus shall engage such personnel as Tutus deems appropriate. Tutus may engage sub-contractors for the performance of the Subscription Service and other obligations under the Agreement. Tutus is responsible for the sub-contractors' work as for its own.
- 3.5. Tutus shall introduce updates or new versions in the Subscription Service, which are provided by Tutus or the Product Supplier within the framework of Tutus' maintenance and to the extent Tutus deems this appropriate for the Subscription Service. The introduction of updates or new versions is subject to what is stated in section 5. Tutus may, even if it causes inconvenience to the Customer, introduce updates or new versions to the Subscription Service to protect the Subscription Service and for other security reasons.

#### **4. THE CUSTOMER'S SPECIFIC OBLIGATIONS**

- 4.1. In order for Tutus to be able to fulfill its obligations under the Agreement, the Customer shall be responsible for the following:
  - a) The Customer shall review and notify Tutus whether documentation provided by Tutus is approved and otherwise continuously provide the information necessary for Tutus to fulfill its obligations under the Agreement.
  - b) The Customer is responsible for the communication between the Customer and the Access Point and for ensuring that the Customer possesses the equipment and software that is stated in the Specification or that Tutus has otherwise informed of in writing is required for use of the Subscription Service or that is otherwise clearly required for such use.
  - c) Depending on the Subscription Service to which the Agreement relates, the Customer shall, through its own actions and at its own expense, ensure that only approved signal security equipment specified by Tutus is connected to the Subscription Service.



- d) Depending on the Subscription Service to which the Agreement relates, the Customer shall certify in writing to Tutus that such equipment that the Customer connects to the Subscription Service complies with relevant and applicable regulations (e.g., issued by the Swedish Defense Forces) and that such equipment has been approved for operation.
- e) The Customer shall ensure that all security-impacting changes are approved by Tutus before they are implemented and put into use.
- f) The Customer is responsible for faults or defects in the Customer Software.
- g) Unless otherwise stated in the Agreement, the Customer is responsible for taking back-ups of the Customer's Data.
- h) The Customer shall ensure that (i) the Customer's Software and, where applicable, the Customer's Data is free from viruses, trojans, worms or other malicious software or code, (ii) the Customer's Data is in the agreed format, and (iii) the Customer's Software and, where applicable, the Customer's Data cannot otherwise damage or adversely affect Tutus' systems or the Subscription Service.
- i) The Customer is responsible for ensuring that login details, security methods and other information provided by Tutus for access to the Subscription Service are handled with confidentiality in accordance with section 7 of the Terms and Conditions. The Customer shall immediately notify Tutus in the event that any unauthorized persons has gained knowledge of information set forth in this section.
- j) The Customer shall immediately inform Tutus of any detected intrusion or attempted intrusion that may affect the Subscription Service.
- k) The Customer shall immediately inform Tutus of all deviations and incidents in the system that may risk affecting security. The Customer shall participate in the investigation of incidents involving the Customer's equipment connected to the Subscription Service.

## **5. MODIFICATION OF THE SUBSCRIPTION SERVICE**

- 5.1. Tutus may, without prior notice to the Customer, make changes to the Subscription Service or the way in which the Subscription Service is provided that clearly cannot cause more than minor inconvenience to the Customer.



- 5.2. Furthermore, Tutus may make other changes than those set forth in section 5.1 in the Subscription Service or relating to how the Subscription Service is provided three months after the Customer has been notified of this. If the Customer does not accept such changes, the Customer may, as the sole and exclusive remedy, terminate the Agreement with effect no later than at the effective date of the change, or at such later date specified in the notice, but no later than three months from the effective date of the change.

## **6. THE CUSTOMER'S USE OF THE SUBSCRIPTION SERVICE**

- 6.1. Unless otherwise agreed, the Customer is granted a non-exclusive right to use the Subscription Service solely for the Customer's own business. The Customer may however allow contractors or consultants to use the Subscription Service on behalf of the Customer.
- 6.2. The Customer shall not attempt to circumvent security mechanisms, knowingly burden system resources, map out or otherwise interfere with the Subscription Service.
- 6.3. The Customer may use the Subscription Service for the number of licenses or other usage specified in the Quotation.
- 6.4. The Customer is responsible for specifying who is authorized to use the Subscription Service. The Customer shall immediately notify Tutus if such a person is no longer authorized to have access to the Subscription Service. The Customer is responsible for the use of the Subscription Service by the specified persons. Depending on the Subscription Service to which the Agreement relates, the Customer shall ensure that users of the Subscription Service have received adequate training provided by the Customer.
- 6.5. The Customer is obligated to follow any written instructions provided by Tutus for the use of the Subscription Service. Tutus may change the instructions also after the Agreement has been entered into.
- 6.6. The Customer is responsible for maintaining control over information handled in the Subscription Service so that the Customer can prevent the dissemination of the information as required by applicable law.

## **7. RESTRICTION OF ACCESS TO THE SUBSCRIPTION SERVICE**

- 7.1. If the provision of the Subscription Service entails a risk of loss or damage to Tutus or to another Customer who uses the Subscription Service, Tutus may suspend or



limit access to the Subscription Service. In connection therewith, Tutus may not take more intrusive measures than what is justifiable under the circumstances. The Customer shall be notified as soon as possible of any restriction of access to the Subscription Service.

- 7.2. Tutus has the right to immediately prevent further dissemination of information in or through the Subscription Service if it can reasonably be assumed that further dissemination violates applicable legislation. Tutus also has the right to prevent continued use of the Subscription Service by persons who have used it in violation of applicable law. Tutus has the right to access all information transferred or provided to the Subscription Service in order to verify the before-mentioned. Tutus shall however inform the Customer if said right is exercised.

## **8. FEES AND PAYMENT CONDITIONS**

- 8.1. Depending on the Subscription Service to which the Agreement relates, the fees for the Subscription Service may be based on the number of licenses, users and other factors.
- 8.2. The fees to be paid by the Customer to Tutus for Tutus' provision of the Subscription Service (including, where applicable, such Services that are considered to be covered by the Subscription Service) is set forth in the Quotation. Unless otherwise stated in the Quotation, fees shall accrue from the Effective Start Date, and such fees that are fixed (e.g., license fees payable for a specific period) shall be paid in advance.
- 8.3. If the Parties have agreed that Tutus shall provide Services in addition to what is normally considered included in the Subscription Service, the Customer shall compensate Tutus in accordance with Tutus' price list applicable at the time. If the Parties have agreed on hourly fees, Tutus may charge on a time spent basis by applying the agreed hourly rates.
- 8.4. All fees payable by the Customer are quoted exclusive of VAT and other additional taxes and charges accruing after the execution of the Agreement.
- 8.5. Invoices are issued to the designated contact person at the Customer and the invoice must contain a reference with cost center and other processing details as well as detailed information about the delivery. The Customer is responsible for providing said information to Tutus and informing of any changes therein.
- 8.6. If Tutus is caused additional work or additional costs due to circumstances for which the Customer is responsible, the Customer shall compensate Tutus for such





additional work and such additional costs according to Tutus' price list applicable at the time.

## **9. DECREASE AND INCREASE IN THE NUMBER OF USERS/LICENSES AS WELL AS ORDER AND CANCELLATION OF SUBSCRIPTION SERVICES**

- 9.1. The Customer has the right, as of the commencement of a new Subscription Period (as defined in section 13) decrease the number of users/licenses of the Subscription Service compared to the number of users/licenses stated in the Quotation, or which the Subscription Service covers through previous increases/decreases at that time. If the Customer wishes to decrease the number of users/licenses, the Customer shall notify Tutus in writing no later than three months before the end of the pending Subscription Period. Reduced fees for the Subscription Service are effective from the first day of the following Subscription Period and thereafter applies until the Customer, in the manner set forth in this section 9, again notifies Tutus that the Customer wishes to decrease or increase the number of users/licenses. If the Customer wishes to completely cease with the use of the Subscription Service, without the Agreement also encompassing other subscription services offered by Tutus (see section 9.3 below), the Customer shall instead terminate the Agreement in accordance with what is stated in section 13.
- 9.2. The Customer has the right to increase the number of users/licenses of the Subscription Service at any time during a pending Subscription Period compared to the number of users/licenses stated in the Quotation, or which the Subscription Service covers through previous increases/decreases at that time. If the Customer wishes to increase the number of users/licenses, the Customer shall notify Tutus in writing. Fees for increased number of users/licenses are calculated pro rata in relation to the remaining length of the pending Subscription Period. Adjusted fees in accordance with what has just been mentioned is payable from the day the Customer has received the increased number of users/licenses and is thereafter applicable until the Customer, in the manner stated in this section 9, notifies Tutus again that the Customer wishes to decrease or increase the number of users/licenses.
- 9.3. The Customer is entitled to extend the Subscription Service at any time during a pending Subscription Period to include other subscription services offered by Tutus from time to time. If the Customer wishes to make such an extension, the Customer shall notify Tutus of this and then accept the quotation Tutus submits to the Customer (which quotation then supplements the Quotation and is considered to be covered by the term "Quotation" in this Agreement). Fees for the new subscription service is stated in the Quotation and are normally calculated pro rata in relation to the remaining length of the pending Subscription Period. Adjusted fees are payable from the Effective Start Date for the new Subscription Service



and thereafter applies until the Customer, in the manner set out in this section 9, notifies Tutus again that the Customer wishes to decrease or increase the number of users/licenses or wishes to completely cease using the Subscription Service.

## 10. CUSTOMER DATA

- 10.1. As between the Customer and Tutus, the Customer has all rights in and to the Customer's Data. Unless otherwise stated in the Agreement, work on transferring the Customer's Data to the Customer during the term of the Agreement is considered as a Service that is not included in the Subscription Service and for which Tutus is entitled to separate compensation.
- 10.2. The Customer is responsible for ensuring that the Customer's Data does not infringe the rights of third parties or otherwise violate applicable law, and it shall indemnify Tutus for any claims in breach hereof.

## 11. LOG FILES

- 11.1. In cases where Tutus keeps a log of the Subscription Service's use, and unless otherwise agreed, data from the log may only be used by Tutus for providing the Subscription Service and, unless the log contains personal data, for development purposes, investigation of abuse or analyzing of infringements, provision of information to authorities and for statistical purposes. If data from the log is used for statistical purposes, it must however not contain the Customer's Data or data subject to confidentiality obligations so that the Customer or any individual can be identified, and such statistical analysis may not constitute personal data. Tutus shall allow the Customer to access the data that Tutus registers regarding the use of the Subscription Service in accordance with this section.

## 12. LIABILITY FOR THE SUBSCRIPTION SERVICE

- 12.1. If there is a fault or defect in the Subscription Service, Tutus shall, where possible, remedy the fault or defect with the urgency required under the circumstances. If the Customer has not been able to use the Subscription Service in substantial parts as a result of a fault or defect in the Subscription Service, the Customer is also entitled to receive a reasonable reduction in the fees attributable to the faulty or defective Subscription Service for the period from the notification of the fault or defect and during the period under which the fault or defect exists. Tutus is liable for faults and defects under this section 12.1 only if the Customer has reported the fault or defect to Tutus within a reasonable time after the Customer discovered the fault or defect and only provided that the Customer has indicated and, if necessary, shown how the fault or defect manifests itself.



- 12.2. If the fault or defect is due to Tutus' negligence, Tutus shall be liable for damages subject to the limitations set forth in section 13 of the Terms and Conditions.
- 12.3. If the Parties have agreed on service levels for the Subscription Service, such levels shall be stated in the SLA Appendix.
- 12.4. Tutus' liability for fault or defects, or for non-fulfillment of service levels, does not include faults or defects or other deficiencies caused by the reasons listed below, unless otherwise stated in the Agreement:
- a) circumstances for which the Customer is responsible under the Agreement,
  - b) circumstances beyond Tutus' responsibility for the Subscription Service, or
  - c) viruses or other attacks on security, provided that Tutus has taken protective measures in accordance with agreed requirements or, in the absence of such requirements, has taken protective measures in a professional manner.
- 12.5. If the Parties have agreed on service levels, Tutus' sole liability in the event of non-fulfillment of the agreed service levels is limited to providing fee reductions or liquidated damages in accordance with what is stated in the applicable SLA Appendix.

### 13. TERM OF THE AGREEMENT

- 13.1. The Agreement is effective as of the date when the Customer has accepted the Quotation and it thereafter remains in full force for successive fixed periods of 12 months, unless another subscription period is stated in the Quotation. Each 12-month period, or where applicable other subscription period stated in the Quotation, is referred to in this Agreement as a "**Subscription Period**".
- 13.2. Each Party has the right to terminate the Agreement at the expiration of a Subscription Period. If a Party does not terminate the Agreement no later than three months before the end of a pending Subscription Period, the Agreement is automatically extended for a new Subscription Period. The Agreement shall be terminated in writing.

### 14. EARLY TERMINATION

- 14.1. Notwithstanding the provisions of section 13, either Party may terminate the Agreement with immediate effect if the other Party (a) commits a material breach of the Agreement, or (b) is declared bankrupt, enters into composition proceedings with creditors or is otherwise deemed to be insolvent. A breach by the Customer



of the provisions of sections 4 and 6 shall always be deemed to constitute a material breach of contract by the Customer. The contract must be terminated in writing.

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