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Tutus General Terms and Conditions



1. Table of Contents

1	APPLICABILITY	1
2	DEFINITIONS	2
3	PRICE, INVOICING AND PAYMENT	4
4	PRICE CHANGES.....	4
5	SECURITY	5
6	CONTACT PERSONS.....	5
7	CONFIDENTIALITY	5
8	LIABILITY FOR INTELLECTUAL PROPERTY CLAIMS	6
9	USE OF SOFTWARE PRODUCTS.....	7
10	SUPPORT AND MAINTENANCE.....	9



1 Applicability

- 1.1. These general terms and conditions (the "Terms and Conditions") are intended to apply to Tutus' provision of Services and sale of Products (including when granting the right of use to Software Products) unless otherwise expressly agreed between the Customer and Tutus.
- 1.2. Tutus may from time to time amend these Terms and Conditions, the Subscription Terms and/or the SLA and will in such cases publish a new version on its website. Only those Customers that in advance have requested in writing to receive notices of amendments will receive such information. Amendments to the Terms and Conditions, the Subscription Terms and/or the SLA shall become effective as of the publication on Tutus' website. If the Delivery concerns a Subscription Service, or another continuous Service, and where the Customer does not accept the amendments, the Customer may, notwithstanding what is otherwise applicable with regard to the term of the Agreement and termination, prematurely terminate the Agreement by notifying Tutus in writing. Where the Customer does not provide Tutus with such a notice, the Customer shall have been considered having accepted the amendments to the Terms and Conditions, the Subscription Terms and/or the SLA. Apart from the right to terminate the Agreement prematurely, the Customer has no right whatsoever to bring claims against Tutus due to the amendment of the Terms and Conditions, the Subscription Terms and/or the SLA.
- 1.3. Depending on the Service or Product in question, the agreement between the Parties consists of, where applicable, a separately drawn up contractual document (the "Master Agreement") or special subscription terms ("Subscription Terms"), and/or Tutus' quotation as accepted by the Customer (the "Quotation") as well as, where applicable, related appendices in the form of specifications, SLA appendix, data processing agreement, special terms, etc. These Terms and Conditions together with the before-mentioned documents collectively constitute the "Agreement".
- 1.4. In the event of any conflict between the provisions of any Master Agreement, the Subscription Terms, the Quotation, the Terms and Conditions and the above-mentioned appendices, the provisions of any applicable Master



Agreement/Subscription Terms and/or the Quotation shall prevail over the appendices, unless the circumstances clearly indicate otherwise. Any appendices shall apply without any order of precedence considering 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. Where applicable and depending on the Services or Products concerned, a so-called security protection agreement may need to be concluded. The fact that the conclusion of such an agreement may be delayed due to circumstances beyond Tutus' control (such as the Customer and its personnel having to be authorized by relevant authorities) shall not in itself be deemed to mean that Tutus has not fulfilled its obligations to ensure that the relevant Services and Products have been made available to the Customer (meaning, for example, that Tutus may be entitled to invoice under the Agreement despite the fact that the necessary security protection agreement has not been concluded). Furthermore, certain Products may be subject to export or resale restrictions or be subject to other regulatory requirements and conditions. If this is the case, the Customer will be informed of this separately and Tutus' provision of the applicable Products shall in such cases always depend on the relevant restrictions, requirements and conditions being fulfilled and/or observed.

2 Definitions

"Customer"

The legal entity that entered into the Agreement, notwithstanding that the delivery of Products, use of Services and installation, where applicable, shall take place at a particular unit, department or similar part of the Customer.

"Delivery"

The Products including documentation and/or Services to be delivered under the Agreement.



"in writing"	Where this Agreement specifies that information, statements or other items are to be provided "in writing", this may be done by e-mail or by any other technical means that enables both sender and recipient to obtain identical readable and printable copies of the message.
"Party"/"Parties"	Tutus and the Customer respectively or jointly.
"Product"	The product, including Software Products, to be provided by Tutus under the Agreement.
"Service"	The service to be provided by Tutus under the Parties' Agreement (including, where applicable, Subscription Services).
"Software Products"	The Software Products that Tutus shall deliver under the Agreement.
"Third-Party Software Product"	The Software Product(s) a) whose copyright clearly belongs to a company other than Tutus or a company that is part of the same group as Tutus unless otherwise stated in the Agreement, or b) which is stated in the Agreement to be a Third-Party Software Product.
"Tutus"	Tutus Data AB, company registration number 556527-7687



3 Price, Invoicing and Payment

- 3.1. The price for the Delivery as well as any additional compensation (e.g., support and maintenance fee), costs (e.g., freight cost), taxes, etc. to be paid by the Customer are set out in the Quotation.
- 3.2. Unless otherwise stated in the Quotation or otherwise agreed in writing, Tutus is entitled to invoice when Tutus has submitted a so-called delivery notification (i.e. notified the Customer that the Delivery has been carried out or is ready for the Customer to use) or, if the Parties have agreed on a so-called delivery control period, 14 days after the start of the delivery control period (regardless of whether the so-called Effective Delivery Date occurs later).
- 3.3. Unless otherwise agreed, payment shall be made within 30 days of the invoice date. In the event of delay in payment, interest on arrears and other compensation shall be payable in accordance with applicable law.
- 3.4. If the Customer is in arrears with payment and Tutus has requested the Customer in writing to pay the amount due, Tutus may, after written request to the Customer with reference to this paragraph, suspend its performance of the Agreement until payment is made.

4 Price Changes

- 4.1. As of each new calendar year, Tutus is entitled to increase the price to be paid by the Customer for the Delivery under this Agreement in accordance with the change in the Labor Cost Index for salaried employees (LCI tjm) preliminary index published by Statistics Sweden, SNI 2007 code J (Information and communication services). To determine the change in the Labor Cost Index, the most recently published index figures before the end of the year in which the increase is to take effect shall be compared with the corresponding index figures for the previous year.



5 Security

- 5.1. Tutus shall take the necessary measures to comply with any security provisions provided by the Customer. If the security provisions provided by the Customer after the conclusion of the Agreement result in increased costs, Tutus shall be compensated for this.

6 Contact Persons

- 6.1. Where applicable and depending on the subject matter of the Delivery, the Parties may each appoint a contact person who is responsible for the cooperation under the Agreement. The other Party shall be informed of the choice of contact person. The contact persons are entitled to represent their principal in matters relating to the Agreement and its performance but are not entitled to decide on changes to the content of the Agreement.

7 Confidentiality

- 7.1. Unless consented to by the other Party, each Party undertakes, without limitation in time, not to disclose to third parties, or use for its own benefit, information regarding the other Party's business that may be considered as business or trade secrets, or information that is otherwise subject to confidentiality under applicable law. Tutus' pricing information, as well as such other information that a Party has stated to be confidential, shall always be regarded as business or trade secrets, unless otherwise follows by law. The obligation of confidentiality does not apply to such information that the Party can show has become known to the Party otherwise than in connection with the conclusion or performance of the Agreement or that is generally known. Nor does the obligation of confidentiality apply where a Party is obliged to disclose information pursuant to law, court or



official decision or binding stock exchange rules. If a Party is obliged to disclose information for said reasons, the other Party shall be informed hereof before any disclosure.

- 7.2. Each Party shall ensure that its personnel and others that participate in the performance of the Agreement comply with the confidentiality undertakings and that they are bound by confidentiality undertakings not less strict than what is set forth above.

8 Liability for Intellectual Property Claims

- 8.1. Tutus undertakes to defend the Customer, at its own expense, if claims are made or actions are brought against the Customer for infringement of patents, copyrights, design rights, Community designs, rights to circuit designs in semiconductor products or other intellectual property rights due to the use, in Sweden or other agreed countries, of delivered Products and/or the result of provided Services. Tutus further undertakes to compensate the Customer for the compensation and damages that the Customer may be required to pay through settlement or judgment. Tutus' undertaking applies only provided that Tutus is notified in writing by the Customer within a reasonable time of any claim or action brought, and that Tutus solely is afforded the right to decide on the defense against such action and conduct negotiations on settlement.
- 8.2. If infringement is finally found to have occurred and Tutus has been allowed to participate in legal proceedings and settlement in the manner prescribed above or if, according to Tutus' own assessment, it is likely that such infringement has occurred, Tutus shall, at its own expense, either ensure the Customer's right to continue to use the Product or replace the Product with another equivalent product whose use does not constitute infringement, or modify it so that infringement does not occur, or take the Product back and, in the case of a purchased Product, credit the Customer with an amount corresponding to the Product's value taking into account the time it has already been used and the normal depreciation period. If Tutus does not fulfill its obligation according to the above within a reasonable time, the Customer is entitled to such reduction of the price that corresponds to the reduced value of the Delivery due to the infringement. If the infringement causes significant inconvenience to the Customer, the Customer is entitled to terminate the Agreement in its entirety by



written notice to Tutus. Provided that the Customer terminates the Agreement, the Customer is entitled to damages.

- 8.3. In the case of Third-Party Software Products, the specific provisions on liability for alleged infringement as specified by the supplier of such Third-Party Software Products shall apply. Tutus is only responsible for putting forward the Customer's claims against the supplier of such Third-Party Software Products. Otherwise, Tutus bears no responsibility for infringement claims made against the Customer concerning the Customer's use of Third-Party Software Products. Nor is Tutus responsible for any open-source software included in the Delivery.
- 8.4. Tutus shall not be liable to the Customer for infringement claims based on the Product having been used together with another product not included in the Delivery, or on the Product being modified or used in a way for which it was not designed.
- 8.5. Tutus' liability for the Customer's infringement of third-party right is limited as set forth above. The Customer may not make any other claims against Tutus on this basis.

9 Use of Software Products

- 9.1. The Agreement includes in most cases that Tutus shall provide Software Products to the Customer. Software Products may be provided either by including such products in hardware products (which in such cases together constitute a "Product" as defined in the Agreement), or by providing Software Products separately (which in such cases are also referred to as a "Product" in the Agreement).
- 9.2. Unless otherwise stated in the Quotation or otherwise communicated in writing to the Customer, Tutus grants the Customer a non-exclusive, non-transferable, non-sublicensable, perpetual right to use the Software Products for their intended purpose on the terms set out in the Agreement.
- 9.3. Tutus may, in the Quotation or in another written manner, specify limitations in or extend the Customer's right to use Software Products, such as limiting the use to a maximum number of users or administrators, place of installation, maximum



number of installations, granting a right for the Customer to allow group companies to use Software Products, etc.

- 9.4. For the rights granted to the Customer, the Customer shall compensate Tutus as stated in the Quotation and in accordance with this Agreement. Compensation may be paid as a one-off payment or as an ongoing license fee.
- 9.5. With respect to support and maintenance, the provisions of section 10 shall apply.
- 9.6. If Software Products are provided separately (i.e., not as part of a hardware product), they will be delivered electronically, unless otherwise specified in the Quotation or otherwise notified to the Customer.
- 9.7. If Software Products are provided separately, the provisions of section 14 shall also apply, mutatis mutandis, to Software Products in respect of documentation, installation, preparation for installation, delivery control, delay and liability for defects.
- 9.8. Subject to section 14, delivery shall be deemed to have taken place when the Software Products have been installed at the Customer's premises.
- 9.9. If the Delivery includes a Third-Party Software Product or open-source software, instead of what is stated in this section **Fel! Hittar inte referenskölla.**, the license terms for such Third-Party Software Product or open-source software shall apply to the Customer's right of use. If the Customer so requests in writing, Tutus shall inform the Customer of which Third-Party Software Products or open-source software are included in the Delivery.
- 9.10. The Customer may not copy the Software Product or software documentation, except for copying the Software Product for the permitted use or for backup or security purposes, where applicable. The Customer is not entitled to modify the Software Product without Tutus' consent, nor may the Customer lend or rent out the Software Products or further transfer its right of use without Tutus' approval. Nor is the Customer entitled to examine, decompile, and modify Software Products (where possible) to a greater extent than is required by mandatory Swedish law, either on its own or with the help of a third party.
- 9.11. All ownership and intellectual property rights relating to Software Products belong to Tutus and/or, where applicable, its suppliers. Tutus reserves all rights not expressly granted to the Customer under this Agreement.



- 9.12. Unless otherwise expressly agreed, the Agreement does not entail any right for the Customer to obtain source code for Software Products or any obligation for Tutus to disclose.

10 Support and Maintenance

- 10.1. Products purchased by the Customer from Tutus are subject to support and maintenance by Tutus (with the exception of Products which, due to their nature, are obviously not subject to support and maintenance, such as cabling and similar goods). Unless otherwise stated in the Quotation, Tutus' obligation to provide support and maintenance applies for one year at a time from delivery of the Products. Unless otherwise stated in the Quotation, the Customer shall pay an annual support and maintenance fee to Tutus as compensation for Tutus' obligation to provide support and maintenance. The support and maintenance fee is calculated on the basis of the Product Price and is specified separately in the Quotation. The first year's support and maintenance fee is paid in advance as specified in the Quotation. The support and maintenance fee for the following years (i.e., year 2 and onwards) is invoiced annually by Tutus in advance. Unless otherwise applicable for certain Products, the Customer is entitled to cancel support and maintenance with three months' notice from the second year after delivery of the Products. However, the Customer acknowledges and accepts that if the Customer cancels support and maintenance, the functionality of the Products may be adversely affected, for example by the Customer not receiving updates or other product changes otherwise included through the support and maintenance of the Products. The above does not apply to Subscription Products. For Subscription Products, support and maintenance are always included in the Subscription Fee for the duration of the subscription period.
- 10.2. If the Parties have agreed on specific terms regarding support and maintenance, the terms set forth in such separate appendix shall apply.
- 10.3. If a separate appendix regarding support and maintenance has not been executed between the Parties, Tutus shall, as far as support regarding faults is concerned, commence rectifying the fault as soon as possible after the fault has been reported. Fault reports are provided to Tutus' customer support, which is staffed between 8-17 on weekdays. Tutus is not responsible for faults or other interruptions that can be attributed, in whole or in part, to the Customer or to anything else that is beyond Tutus' control.



10.4. Unless otherwise agreed, Tutus is entitled to effectuate planned measures that affect the availability of the Product if required for technical, maintenance, operational or security reasons. Such measures shall, as far as possible, be carried out at times that minimize the risk of reduced access for the Customer. Planned measures shall be announced in advance in due time. Said measures may mean shorter or longer periods of unavailability depending on the nature of the work.

11 Personal Data

11.1. If Tutus processes personal data on behalf of the Customer, Tutus' data processing agreement shall apply to the processing of personal data unless otherwise agreed between the Parties. The Parties shall also prepare a specification of the processing of personal data. The specification of the processing of personal data shall, inter alia, specify the object of the processing, the duration of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subjects. In such processing of personal data, the Customer is the data controller and Tutus is the data processor.

12 Force Majeure

12.1. If a Party is prevented from fulfilling its obligations under the Agreement due to circumstances beyond the Party's control, such as epidemic, pandemic, lightning strike, labor dispute, fire, natural disaster, changed government regulations, government intervention, war, mobilization or military call-ups of equivalent scope, requisition, seizure, trade and currency restrictions, rebellion and riot, shortage of means of transport, general shortage of goods (in particular semiconductors or printed circuit boards) or restrictions in the supply of power as well as failure or delay in services from subcontractors due to the circumstances mentioned herein, shall constitute grounds for release which entail postponement of the agreed time of performance and release from damages and other possible remedies. This applies regardless of whether the cause of the delay occurs before or after the agreed delivery date.



12.2. It is the responsibility of the Party wishing to invoke the grounds for exemption mentioned in this section 12 to without delay notify the other Party in writing of the occurrence and of the expiration of the applicable event. If the performance of the Agreement is substantially prevented for a period of more than three months due to the circumstance referred to herein, the Party shall be entitled to terminate the Agreement in writing without liability for compensation. In the event of such termination, Tutus shall however be entitled to compensation under the Agreement for work performed and verified necessary costs incurred up until said date.

13 Limitation Of Liability

13.1. Tutus is liable for damage to property caused by negligence by Tutus or by Tutus' employees. Tutus' liability for damages to the Customer for property damage is limited to compensation for direct loss or damage and is furthermore limited to 35 times the price base amount applicable at the time of the occurrence of the damage according to the Social Insurance Act (2010:110).

13.2. In all other aspects, Tutus' liability for damages shall be limited to an amount equal to 10 percent of the aggregated contract price for the Product(s) and/or Service(s) purchased. Said limitation shall however not include price reductions, interest and liquidated damages, where applicable. Tutus' liability shall under no circumstances include liability for loss of profit or other indirect loss or damage, or loss of information. Nor shall it include the Customer's possible liability to pay compensation to third parties, except in the cases referred to in section **Fel! Hittar inte referenskölla..** The monetary limitation of liability under this clause shall however not apply in the case of personal injury or with respect to liability under section **Fel! Hittar inte referenskölla..**

13.3. In order not to having been considered forfeited its right to damages, the Customer shall submit a claim for damages to Tutus without delay after the Customer noticed or should have noticed the circumstances forming the basis for the claim, but in no event not later than twelve months from the date of the loss or damage.

14 Special Provisions With Regard To The Supply Of Products



14.1. Agreed specification

Unless the Parties have agreed that the Products shall meet certain specific requirements, they shall meet the specifications set out in the product specification provided to the Customer by reference to electronic documents in the Quotation or otherwise referred to by Tutus ("**Agreed Specification**"). For the avoidance of doubt, it is noted that the Agreed Specification may consist of the product description available on Tutus' website. Thus, in this Agreement, by defects is in this Agreement only meant deviations from the Agreed Specification and the Customer cannot invoke other deviations or alleged defects in the Products against Tutus.

14.2. Documentation

Unless otherwise agreed, the Products shall be accompanied by the necessary user documentation in the form of manuals or other instructions (which may be physical or digital or provided by reference). The user documentation shall be written in Swedish or English. For the avoidance of doubt, it is noted that user documentation may consist of documentation available on Tutus' website.

14.3. Preparation and installation

In cases where delivery of the Products requires the Customer to carry out preparations, the Customer shall carry out agreed and other necessary preparations for installation and/or delivery in accordance with Tutus' instructions. Instructions shall be provided in due time before installation and/or delivery. The parties shall provide each other with information about preparations made and other matters of importance to the installation and/or delivery.

Unless the Parties have agreed otherwise, the Customer shall install the Products itself in accordance with the instructions provided by Tutus.

14.4. Delivery date and delivery control

The parties shall agree on the time of delivery of the Products, which shall be set out in the Quotation ("**Agreed Delivery Date**"). On the Agreed Delivery Date, the Products shall comply with the Agreed Specification.

The Parties may agree that special procedures shall apply to verify that the Products meet the Agreed Specification. In such case, it must have been possible for the Customer to verify this during a delivery control period comprising a certain number of days agreed by the Parties before the Agreed Delivery Date. Such delivery control shall not exceed 14 days unless the Parties have agreed otherwise in writing. If the installation is delayed, the delivery control period shall instead be



counted from completion of the installation. If the Parties have agreed on this, delivery control will take place according to a delivery control appendix. The Customer is obliged to approve the delivery of Products without delay when they meet the Agreed Specification.

The effective date of delivery is the day (“**Effective Delivery Date**”):

- (a) the delivery has been accepted by the Customer; or
- (b) the delivery control period ends without the Customer having made a justified written complaint against the Products, or
- (c) The Products meet the Agreed Specification after Tutus has remedied justified objections to the Products made in writing by the Customer during the delivery control. Training and assistance to be carried out after the delivery in other respects do not affect the determination of the Effective Delivery Date.

Deviations from the Agreed Specification that are insignificant to the intended use of the Products and that do not cause inconvenience to the Customer shall not affect the determination of the Effective Delivery Date. Despite such deviations, the Products shall be deemed to comply with the Agreed Specification.

During the delivery control period, the Customer may use the Products for their intended purpose at its own risk. If the Customer thereafter uses the Products or parts thereof in its business without Tutus’ written consent without the Effective Delivery Date having occurred, the Effective Delivery Date will be considered having occurred for those parts of the Products used.

If the Products do not meet the Agreed Specification at the delivery control and this is not due to the Customer or any circumstances on the Customer's side, Tutus shall remedy this without unreasonable delay. If Tutus is unable to fulfill the Agreed Specification through rectification, Tutus shall propose other measures including replacement with other equivalent products. The Customer shall accept the measures proposed by Tutus if the Products thereby meet the Agreed Specification and the measures do not cause inconvenience to the Customer. After rectification, a new delivery control shall be made to determine the Effective Delivery Date.

Tutus’ liability for deviations from the Agreed Specification after the Effective Delivery Date is governed in in section 0.

14.5. Terms of delivery

Products are delivered EXW (Incoterms 2020).



14.6. Delay in delivery

If the delay is caused by Tutus or by circumstances on Tutus' side, the Customer is entitled to receive liquidated damages. However, liquidated damages shall not be payable for the time that Tutus, without inconvenience to the Customer, places other products available to the Customer. These products shall meet the Agreed Specification.

The penalty shall be 0,5 % of the aggregated contract price per full week of delay. However, the total penalty shall not exceed 10 % of the aggregated contract price. If the Effective Delivery Date has occurred under section 14.4, the contract price shall be reduced by the agreed price for the Products for which the Effective Delivery Date has occurred.

If the delay in delivery, due to Tutus' or any circumstances on Tutus' side, lasts for more than 90 days, the Customer may, by written notice to Tutus in accordance with section 17, terminate the Agreement in its entirety. Provided that the Customer terminates the Agreement, the Customer is also entitled to damages with the limitations stated in the Agreement.

If the delay in delivery is due to the Customer or any circumstances on the Customer's side, Tutus may postpone the installation date and agreed delivery date to a time justified by the circumstances. In such case, the Customer shall compensate Tutus for its direct losses as a result of such delay. If such delay in delivery lasts for more than 90 days, Tutus may, by written notice to the Customer in accordance with section 17, terminate the Agreement in its entirety.

If a Party finds that a delay will occur or if a delay appears likely, the other Party shall be notified in writing without delay. The notice shall state the reason for the delay and, as far as possible, the time when delivery or receipt is expected to take place. If the Party fails to give such notice within a reasonable time, the other Party is entitled to compensation for the loss or damage that could have been avoided if the notice had been given in time.

14.7. Liability for faults and defects

Unless otherwise follows from any product warranties covering the Products in question, Tutus is obliged, in accordance with the provisions below and with the urgency required by the circumstances, to remedy at its own expense any faults and defects that entails that the Delivery do not meeting the Agreed Specification.

Tutus is not liable for fault or defects that are insignificant to the intended use of the Products and that do not cause inconvenience to the Customer.

Tutus' responsibilities do not include



- (a) faults or defects caused by the Customer's use of the Products with equipment, accessories and software other than those approved by Tutus in a way that affects their operation,
- (b) faults or defects caused by changes or modifications in the Products made by the Customer without Tutus' consent, or through the Customer's negligence,
- (c) faults or defects caused by viruses or other external attacks, unless introduced by Tutus through its negligence, or faults or defects caused by third parties in any other way or by other circumstances beyond Tutus' control, such as failure of equipment, accessories or software not included in the Products,
- (d) normal wear and tear, or that spare parts or accessories are required.

In order not to have been considered forfeited it claim that the Products are faulty or defective, the Customer shall notify Tutus thereof within a reasonable time after the Customer noticed the fault or defect. The Customer shall specify and, if necessary, show how the fault or defect manifests itself.

Tutus is only responsible for faults or defects that are reported within 2 years of the Effective Delivery Date.

Rectification of faults or defects in Software Products is made through remedial measures, where possible for Tutus, or by instructions on how to circumvent the fault or defect in a manner which cannot be considered to entail significant inconvenience for the Customer. If Tutus is unable to meet the Agreed Specification through remedial measures, Tutus shall propose other measures including replacement with other equivalent products. The Customer shall accept the measures proposed by Tutus if the Products thereby, taking into account section 14, meet the Agreed Specification and the measures do not cause inconvenience for the Customer.

If the Customer has reported faults or defects and it turns out that there is no fault or defect for which Tutus is responsible, the Customer shall compensate Tutus according to Tutus' price list for the measures performed by Tutus.

If Tutus does not remedy the fault or defect with the urgency required by the circumstances, the Customer may in writing give Tutus a final and reasonable deadline for remedy. If the fault or defect is not remedied by the end of such deadline, the Customer is entitled to such a reduction from the price that corresponds to the fault or defect. If the fault or defect is of material importance to the Customer's use of the Products and Tutus realized or should have realized



this, the Customer is entitled to terminate the Agreement in its entirety after the expiry of the deadline by written notice to Tutus. Provided that the Customer terminates the Agreement, the Customer is entitled to damages with the limitations set forth in the the Agreement.

Tutus' liability for faults and defects is exhaustively governed by this section 14.7.

14.8. Reservation of title

If the Parties have agreed on installment payments for the Products, the Products shall remain Tutus' property until they have been paid in full. Until ownership has passed to the Customer, the Customer undertakes to maintain the Products in good order and not to effectuate any amendments or alterations to them without Tutus' written consent.

15 Specific Provisions With Regard To The Provision Of Services

15.1. Agreed Services

The Services to be performed by Tutus for the Customer are set out in the Quotation.

Unless the Parties have agreed otherwise in writing, the Services shall encompass that which the Customer has been informed of by Tutus through reference to electronic documents in the Quotation or by other means. For the avoidance of doubt, it is noted that the content of the Services may be apparent from information available on Tutus' website.

15.2. Performance of the Services

Tutus shall carry out its obligations with suitable, qualified and competent staff and in a professional manner.

Tutus may engage sub-consultants for the performance of the Services, unless it concerns all or substantially all of the Services. If Tutus engages a sub-consultant, Tutus is responsible for the sub-consultant's work as for its own.

The Customer shall provide Tutus with access to the information and documentation relating to the Customer's business and to the Customer's premises (if relevant), which are necessary for the performance of the Services.



Tutus shall comply with any applicable security provisions when performing the Services.

Each Party shall notify the other Party without delay after the Party has become aware of circumstances that may result in a change of significance to the performance of the Services.

15.3. Liability

Subject to the limitations set forth in section 13 and/or as otherwise provided in the Agreement, Tutus shall be liable for any damage caused by Tutus to the Customer through negligence in the performance of the Services.

If Tutus has been negligent in the performance of the Services, Tutus shall, where practicable, without unreasonable delay remedy the defect reported by the Customer within the time specified in section 13.3. Tutus' obligation does not apply if rectification of the defect causes inconvenience or costs for Tutus that are unreasonably large in relation to the importance of the defect to the Customer. In the event that Tutus has not remedied the defect, the Customer is entitled to a reasonable price reduction for incorrectly performed work.

Tutus' liability for defects or other breaches of contract in connection with the performance of the Services is exhaustively governed as set forth in this section 15.3 and the Customer may not assert any further claims against Tutus.

15.4. Work results

With the exception of what is stated in the paragraph below, if the Services include that Tutus shall deliver any work result to the Customer, the Customer shall obtain a non-exclusive, unlimited in time, right to use the work result for the agreed purpose and, for its own use, the right to change and reproduce the result of Tutus' work. If Tutus' work includes deliverables or rights that Tutus has indicated vest with a third-party right holder, the Customer may not amend such parts without the consent of the third-party right holder.

If the Services include more extensive delivery of work results to the Customer, the Parties shall always execute a separate agreement regarding the Customer's right of use to the work results delivered by Tutus.

15.5. Compensation and payment

The Customer shall pay compensation to Tutus as set forth in the Quotation.

If the Parties have not agreed on a fixed price for the performance of the Services, Tutus shall be entitled to perform the Services on a time-spent basis based on Tutus' hourly rates and other terms of remuneration applicable at the time (which



may include a right to higher remuneration outside regular working hours as well as compensation for travel time, etc).

Tutus is entitled to reimbursement of costs and expenses as specifically agreed.

For Services performed at a fixed price, Tutus is entitled to invoice full payment in advance. For Services performed on a time-spent basis, Tutus is entitled to invoice the Customer monthly in arrears for work performed and reported and for costs and expenses incurred.

If the Customer has ordered Services relating to Tutus' provision of training or participation in workshops or similar events, and if Tutus has not invoiced for the Services in advance, Tutus is always entitled to invoice and receive payment from the Customer for the relevant Services if the Customer has not used the Services within six months after the Services were ordered.

15.6. Contract duration and cancellation

Unless the Services are of a continuous nature, the Agreement applies to the relevant Services until Tutus has completed the relevant Services. Thereafter, the Agreement will terminate without any action required by either Party.

If the Customer has ordered Services relating to Tutus' provision of training or participation in workshops or similar events, the Customer is always entitled to cancel the relevant Services, provided that the Customer notifies Tutus in writing no later than 30 days before the relevant Service is to be performed. If the Customer fails to notify Tutus in the before-mentioned manner, Tutus is entitled to charge the Customer full compensation for the relevant Service regardless of whether the Customer's participation in the relevant training, workshop or other event.

If the Services are of a continuous nature, the Parties' Agreement relating to the Services in question shall apply for the contract period agreed in writing by the Parties, and in the absence of such agreement, until further notice. If the Agreement relating to the Services in question is for an indefinite period, either Party may terminate the Agreement by giving 2 months' notice.

Each Party is always entitled to terminate the Agreement regarding the relevant Service with immediate effect if the other Party (a) commits a material breach of contract or (b) is declared bankrupt, enters into composition proceedings or can otherwise be assumed to be insolvent.

Termination or cancellation of Services must always be in writing to be valid.



16 Amendments And Additions

16.1. Amendments and other changes to the Agreement shall, in order to be effective between the Parties, be made in writing and signed by each Party (where applicable, clearly stating to which provision of the Agreement the amendment or change relates).

17 Announcements

17.1. Any notice to be given under the Agreement shall, as a general rule, be sent at the sender's risk. However, notices are sent at the recipient's risk where the sender asserts that an adjustment of or invalidity of the Agreement, or asserts remedies for breach of contract, however always provided that the applicable notice has been dispatched in an appropriate manner.

18 Applicable Law And Dispute Resolution

18.1. This Agreement shall be governed by substantive Swedish law.

18.2. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "**SCC**"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

18.3. The seat of the arbitration shall be Stockholm, Sweden. The language of the proceedings shall be Swedish.

