

General Terms and Conditions for Potentialpark

Last updated: [2020-07-09]

1. GENERAL

1.1 These General Terms and Conditions governs the Customers use of the Services (as defined below) as provided by Potentialpark Communications AB, company reg. no. 556681-9073, address Nygränd 10, 111 30 Stockholm, Sweden ("Potentialpark") and the entity using the Order Form to order the Services and Products ("Customer"). Potentialpark and You are jointly referred to as the Parties.

1.2. These General Terms and Conditions, the Order Form, including any separate orders, appendices, and referred User Terms (jointly the "Agreement"), constitute the Parties' complete regulation of Potentialpark's supply of The Services. In case of conflicting terms in these General Terms and Conditions and the Order Form, the Order Form shall prevail.

2. DEFINITIONS

2.1. For the purpose of this Agreement, the capitalized term and expressions set out hereunder shall have the following meanings:

Agreement - these General Terms and Conditions, the Order Form, including any separate orders, appendices, and referred User Terms in force from time to time.

Customer - the Customer as defined in the Order form.

Dashboard - the web-based platform that provides the Customer and the User with access to the Products.

Documentation - documentation provided by Potentialpark to Customer in tangible or electronic form related to the Dashboard, as changed by Potentialpark from time to time.

Effective Date - the beginning of the contract term.

Intellectual Property Rights - any Intellectual Property Rights such as patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order Form - the executed and signed agreement to which these General Terms and Conditions for Potentialpark constitutes an appendix.

Personal Data - any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the natural person.

Product - the data products, in the form of reports based on research studies, ordered by the Customer and specified in the Order Form or in separate order specifications agreed upon by the Parties.

Services - joint definition for the Product and the Dashboard together.

Subscription - a recurring subscription agreement according to separate terms set out in the Order Form and paragraph 6 below.

User - a company and/or natural person accessing the Product or/and using the Dashboard. This includes the user of the administrative account and any other company or person gaining access to the Services through an invitation from the administrative account.

User Terms - the User Terms and Privacy Policy that outline and govern User's access and use of the Dashboard, as applicable at the time and published on <http://www.potentialpark.com>

3. USAGE RIGHTS

3.1. During the term and subject to the terms and conditions of this Agreement, Potentialpark hereby grants to the Customer a non-exclusive, non-transferable right to access and use the Services solely for internal business purposes.

4. USE RESTRICTIONS

4.1. The Services are made and provided solely for internal use by the Customer.

4.2. The Customer may invite a third-party to the Services. The third-party must be an agent of the Customer and the Customer is responsible for maintaining proper non-disclosure agreements with its agents, as described in Section 15.3.

4.3. The Products will be provided through the Dashboard and will be accessible by the Customer and any User that the Customer has invited to access the Dashboard.

5. DELIVERY

5.1. Potentialpark will deliver the Products in accordance with the Order form.

5.2. Failure to deliver within the set delivery period may result in a reduction in price up to a maximum of 5% for the delayed product and on condition such a request is made within 4 weeks of the stated delivery day.

5.3. Company specific audits are conducted by trained individuals and subject to 5% margin of human error.

5.4. Dashboard access is supported on Google Chrome browser only.

6. SUBSCRIPTION

6.1. If the Customer has entered into a Subscription Agreement according to the Order Form the following shall apply:

6.1.1. Subscription period is from July 1st to June 30th.

6.1.2. Subscription is binding for two years and can be cancelled for the third year by informing Potentialpark in writing three months prior to the start of the subscription period.

6.1.3. If the Subscription is cancelled before the full duration, the Customer must pay Potentialpark an amount equivalent to the discount that the Customer has received for the current subscription period, as described in the Order Form, for the duration that the Services has been used.

7. CUSTOMER'S UNDERTAKINGS

7.1. The Customer guarantees that the Personal Data added by the Customer to the Dashboard, has been gathered in line with applicable law.

7.2. The Customer must not store, nor integrate illegal, obscene, or otherwise objectionable material or information in the Dashboard, or otherwise use the Dashboard in violation of the purpose for which the Dashboard is provided, or send, transmit or store in the Dashboard viruses, Trojans or other harmful or malicious code, interfere with or disrupt the provision of the Dashboard or the data therein, or try to access the Dashboard or related systems in a way contrary to the Agreement.

7.3. The Customer shall ensure that its Users, including all Users who have received access to the Services through an invitation from the Customers administrative account, shall cooperate with Potentialpark. The Customer shall indemnify and hold Potentialpark harmless for costs which Potentialpark suffers due to acts or omissions by the Customer and its Users.

8. PERSONAL DATA AND DATA SECURITY

8.1. Personal Data is collected for the fulfilment of this Agreement.

8.2. With regards to collection and processing of Personal Data in relation to the Users' accounts and support requests in the Dashboard, Potentialpark is the data controller and the Users will be informed of the processing of Personal Data in a duly manner and will agree thereto by accepting the applicable User Terms for the Potentialpark Dashboard.

8.3. Any collection and processing of Personal Data by Potentialpark as part of the Services, will be done in accordance with the applicable laws of Sweden.

9. FEES AND PAYMENT TERMS

9.1. Potentialpark shall invoice, and the Customer shall pay, the fees in the currency decided in the Order Form. Should no currency be shown in the price list, the fees shall be deemed to be in EUR. Transfer fees and similar bank charges shall be paid by the Customer.

9.2. All fees are exclusive of value added tax and other governmental charges and taxes, which shall, if applicable, be paid by the Customer in addition to the fees.

9.3. If the Customer is a company whose base is within the European Union, the Customer will forward a valid VAT number to Potentialpark or accept that Swedish VAT will be added to the payable amount.

9.4. Fees are invoiced when Potentialpark receives an order confirmation or, in cases of a Subscription, annually at the start of the Potentialpark fiscal year on the 1st of July. Each invoice is due 30 days after invoice date unless otherwise indicated in the main agreement. Potentialpark shall also have the right to assign its rights to payment under the Agreement to a third party.

9.5. The specified fee does not include travel costs for presentations and workshops or recruiting and incentive costs for participants unless otherwise stated.

9.6. The fee for events and workshops is non-refundable even if the event or workshop is not performed, due to circumstances on the side of the Customer.

9.7. Potentialpark does not accept payments by check. If a PO number needs to be on the invoice, it has to be provided within 10 days after signing the Agreement.

9.8. In the event of late payment, penalty interest shall be paid per month at an interest rate which by 8,5 percentage units exceeds the reference rate under the Swedish Interest Act ("SFS 1975:635 Rântelag").

9.9. If the Customer is delinquent in payment of any portion of an invoice, Potentialpark may, in addition to any other remedies it may have, including termination, suspend access to the Dashboard and/or provision of all Services to the Customer.

9.10. Potentialpark may charge fees for administrating invoices and payments and reminders due to late payment.

9.11. All payments made by the Customer shall be applied first to settle all costs and interest due and then to those invoices which have been outstanding for the longest time, even if the Customer states that the

payment relates to an invoice of a later date. The Customer is not allowed to set-off any payments according to this agreement towards any obligations by Potentialpark which either have not yet been ascertained or are not yet due.

9.12. Potentialpark shall be entitled to charge a fee for any payment reminders and reserves the right to send the same via e-mail to an invoice reference provided by the Customer. The Customer shall be responsible for the reasonable costs incurred by Potentialpark when collecting overdue fees.

9.13. In the event of a material change in economic, financial, legal or technological circumstances, such as, but not limited to official decisions of governmental authorities or courts, proposed changes to laws or changes to the licenses that form part of the Services, that causes adverse economic consequences to Potentialpark and thereby rendering difficulties to perform Potentialpark's contractual obligations under this Agreement, the Customer shall indemnify Potentialpark for any increased costs that Potentialpark is forced to accept in order to supply the Dashboard.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. The Services are protected by Intellectual Property Rights, such as, but not limited to, patent rights, copyright, trademarks, design rights and sui generis database rights. Any and all Intellectual Property Rights attributable to the Services, ("Our Intellectual Property Rights") are the sole and exclusive property of Potentialpark or its third-party licensors (including all derivatives or improvements thereof) in the Services and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any of Customer's users relating to the Services.

10.2. The Customer understands and agrees that Customer's rights or access to Our Intellectual Property Rights are limited to those rights expressly granted in this Agreement and do not include any other licenses or implied rights.

10.3. The Customer shall promptly notify Potentialpark of any actual or threatened misappropriation or infringement of Intellectual Property Rights which come to Customer's attention.

10.4. Customer shall not, directly, indirectly, alone, or with another party, (i) copy, or republish the Services;(ii) make the Services available to any person other than authorised Users; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the software used to provide the Dashboard;nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

11. CONFIDENTIALITY

11.1. Each Party shall, during the term of this Agreement and for five (5) years thereafter, treat as confidential and shall not disclose to any third party any information relating to the other's past, present or future development, business activities, processes, inventions, customers or suppliers which is disclosed in writing, orally or any other form and which typically or explicitly is of a confidential nature. Said information may only be used by the receiving party for the proper performance of its obligations or rights hereunder. For the avoidance of doubt, any Intellectual Property Rights and the content of this Agreement are confidential information.

11.2. The previous Section shall not apply to information that is or becomes generally available to the public, information in the possession of the receiving party before its receipt, information obtained from a third party who is free to divulge the same or disclosure of information which is required by mandatory law.

11.3. The Customer guarantees that any employee or third party that is provided access to the Services, by the Customer, will be subject to a non-disclosure agreement. Any disclosure of confidential information, as described in this Agreement, by a Customers' employees or

third-party agents shall be treated as a breach of confidentiality by the Customer.

12. WARRANTIES

12.1. The Services are provided "as is" and "as available", without express or implied warranty or conditions of any kind. However, Potentialpark represents and warrants that it will provide the Services in a professional manner consistent with general industry standards.

12.2. Potentialpark makes no representations and disclaims any and all warranties to the extent permitted by law, including, but not limited to, warranties concerning non-infringement of third party's Intellectual Property Rights or that the Services is free of malware or other harmful components.

12.3. Third-Party Applications and Integrations. Potentialpark makes no representation nor do they warrant, endorse, guarantee, or assume responsibility, to the maximum extent permitted by law, for any third-party applications or integrations (or the content thereof) or any other product or Dashboard advertised or offered by a third party on or through the Services, or featured in any banner or other advertising.

12.4. Customer warrants that Personal Data of any employee or third party that is provided access to the Services are collected by the Customer in accordance with any applicable law on personal data and data security.

12.5. Customer warrants that Customer, or party appointed by Customer, will comply with Documentation, instructions and manuals for the use of the Services supplied by Potentialpark.

13. DAMAGES

13.1. In the occasion of Customer's material breach of this Agreement, which is not corrected within ninety (90) days after a received written notice of the breach from Potentialpark, Customer is liable for damages to the extent that Potentialpark may show actual damages.

14. LIMITATION OF LIABILITY

14.1. Except for breach of confidentiality and Intellectual Property Rights or claims, the following limitation of liability shall apply. Each party's aggregate liability during any 12 month period is limited to injury caused by grossly negligent or wilful behaviour and is limited to EUR 5 000.

14.2. Neither party is liable for indirect or consequential damages.

14.3. Except with regard to payment of fees and violation of Intellectual Property Rights, a party loses its right to damages (as well as off set), price reduction and other compensation if the party fails to forward such claim for damages to the other party within three (3) months after the party discovered (or reasonably should have discovered) the cause for the claim.

15. INDEMNIFICATION

15.1. Intellectual Property Rights Indemnity - Potentialpark shall have no liability to Customer regarding any action or claim alleging intellectual property infringement based upon any conduct involving (i) the use of the Dashboard in combination with other devices or software not supplied by Potentialpark (including without limitation any application software produced by Customer) or (ii) the alteration, modification or customization of the Dashboard by any person other than Potentialpark, or by Potentialpark based on Customer' specifications or otherwise at Customer's direction or (iii) any failure to install an update to the Dashboard provided by Potentialpark.

15.2. In the event of an intellectual property infringement action or claim against Potentialpark which is based on any conduct described in the preceding Section 15.1, Customer shall at its own expense defend such action or claim, and Customer shall pay any and all damages and costs finally awarded against Potentialpark in connection with such action or claim, provided that Potentialpark notifies Customer promptly in writing of such action or claim, Potentialpark gives Customer sole control of the defence thereof (and any negotiations for settlement or

compromise thereof), and Potentialpark cooperates in the defence thereof at Customer's expense.

15.3. Personal Data and Warranties Indemnity - Customer shall indemnify Potentialpark from and against claims from third parties based on (i) Customer's failure to obtain consents for Potentialpark's processing of Personal Data and (ii) failure to fulfil obligations set out Sections 12.4- 12.5, Customer's warranties.

16. FORCE MAJEURE

16.1. Any failure or delay by Potentialpark in the performance of its obligations under this Agreement shall not be deemed a breach of contract if such failure or delay is caused by fire, flood, earthquake, scarcity in electricity, cyberattacks, elements of nature, public utility electrical failure, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, or labour difficulties, court order, authority decisions, power outage, delays or disruptions of the Internet or telecommunications networks including city fibre networks, national and international access points that connect internet service providers, third party non-performance, nonstandardized methods, material, or any other similar cause beyond the reasonable control of Potentialpark. Potentialpark does not accept any liability for the consequences arising out of any such force majeure events.

17. MISCELLANEOUS

17.1. This Agreement with any appendices constitute the entire agreement between the Parties and shall supersede all prior written or oral agreements between the Parties regarding the subject matter of this Agreement.

17.2. A customer may not transfer or assign any rights or obligations and licenses granted under this Agreement without Potentialpark's prior written consent.

17.3. Potentialpark may assign and transfer any of its rights or obligations under this Agreement, including any Personal Data, at any time in connection with the sale (whether by merger, asset sale, equity sale or otherwise) of (i) Potentialpark, (ii) the Services or (iii) a portion of Potentialpark or the Services that would reasonably require the acquirer of said portion to be assigned such rights. Any change of control transaction is deemed an assignment hereunder.

17.4. Unless otherwise agreed, any amendment or modification to this Agreement or any of the appendices must in order to be binding for the Parties be in writing and signed by both Parties.

17.5. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

18. APPLICABLE LAW AND DISPUTE RESOLUTION

18.1. The Agreement shall be governed by the substantive laws of Sweden, without reference to the choice of law and conflict of law provisions thereof.

18.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by Swedish national courts. The place for the proceedings shall be Stockholm.
