

AGREEMENT regarding the subscription of NeH e-commerce platform.

eValent Group AB is a Swedish company, with registration number 556470-4731. The terms of this agreement regulate the contractual relationship between eValent Group AB (hereinafter referred to as the supplier) and the client (hereinafter referred to as the Customer) regarding the leasing of e-commerce solution based on Nordisk Ehandels platform, NeH.

NeH is a product, e-commerce platform, which has been developed and is owned by eValent. The product markets as a separate brand at www.nordiskehandel.se.

1. General information about the agreement

The agreement covers deliveries by e-commerce solution based on NeH platform including operation, monitoring and support.

- 1.1. By making a written or electronic order, the Customer acquires the right to use NeH. By written order is meant a signed quote or agreement. With electronic Ordering is an order made via NeH's websites, where the customer has marked that all conditions have been approved.
- 1.2. The customer hereby accepts electronic communication as a means of entering and ending legally binding agreements, making orders or creating other registrations. Customer thereby also approves electronic delivery of messages, rules and transaction basis for upcoming invoicing.
- 1.3. In addition, the Customer hereby waives all rights under the possible laws as requires non-electronic original signature and also accepts that Agreements made via mail correspondence are valid.
- 1.4. The supplier provides services and software for online stores (so-called e-commerce). The service consists of an ongoing subscription for operation and support. A product can also consist of modules for the chosen solution. These modules can be provided by the supplier as well as by a third party. If so, these are described in a particular document that must be signed and is then an integral part of this agreement.
- 1.5. The supplier's liability and warranty cease if the customer or third party modified root or system files regarding NeH. If the customer so desires, in exceptional cases it can be approved but, in that case, must be agreed in writing in a separate agreement.

2. SLA

2.1. System Operation

System operation refers to the operation of the server where the customer's rented e-commerce solution is installed and deployed. The system operation resource utilization is measured continuously by the supplier. These results are the basis for calculating accessibility supplier or subcontractor to the supplier is responsible for remedying all incidents of critical operation after alarms with appointment time regardless of time of day. These results are presented at the supplier's website.

2.2. Downtime

Refers to a customer's e-commerce solution is down. By down is meant that the webshop is unreachable or that the server's availability is limited to one way, it is not possible to place an order in the customer's online store. "Adding order" refers to if necessary, manual orders, then orders that depend on third-party products, such as payment systems, may be outside the supplier's area of responsibility.

2.3. Reporting of disturbances

The customer is responsible for reporting incidents to the supplier's customer service based on received alarms or own observations. The report's date and time work as a receipt in the supplier's ticket system (case management system). SLA for the supplier's standard services promise 99% uptime

2.4. Operation Warranty

The uptime is measured and compiled per quarter and per online store.

2.5. Price reduction and compensation for any downtime.

The customer is responsible for reporting incidents based on received own alarms or own observations. These reports form part of the documentation that the supplier makes their decisions around. Reduction of the monthly fee is given when the uptime reaches 98% or lower in one quarter. The size of the reduction is based on a staircase down to 89% then 100% price reduction applies for the current quarter. At the end of the quarter, a new timing starts.

O p e n time	Hours quarter (2208h)	Compensation
100,00%	0	0,00%
99,00%	22,08 h	0,00%
98,00%	44,16 h	10,00%
97,00%	66,24 h	20,00%
96,00%	88,32 h	30,00%
95,00%	110,40 h	40,00%
94,00%	132,48 h	50,00%
93,00%	154,56 h	60,00%
92,00%	176,64 h	70,00%
91,00%	198,72 h	80,00%
90,00%	220,80 h	90,00%
89,00%	240,88 h	100,00%

Current operating status can be found on the supplier's website.

2.6. Backup

the supplier is responsible for backup (backup) of the customer's webshop and entered data. The frequency of the backup routine with Standard SLA is a daily backup. Daily backups are saved for 30 days. As a rule, the entire backup will be restored in case of any reset. Customers can order individual data to be picked out. Processing and Restoring backed up files can be offered in separate service.

3. The supplier's commitment

- 3.1. The supplier shall, in a professional manner, perform what is required to fulfill the agreement.
- 3.2. The supplier's commitment to the maintenance of third-party products includes, unless otherwise agreed, that the supplier should try to remedy this in professional manner errors related to the third-party product. If the supplier can still not do this himself If the fault is rectified, the supplier must immediately report the fault to the product supplier alternatively the Customer. In addition, the supplier has no responsibility for maintenance of third-party product.

4. Exceptions from the supplier's commitment

The supplier's commitment and stated compensation does not include errors caused by causes such as Otherwise, unless otherwise specified in the specification: a) Third Party Product Error b) Error caused by the customer made changes or interventions in program products that occurred without the supplier's written consent or through the customer's neglect; d) errors caused by the virus; or other outside attacks, unless introduced by the supplier through neglect, or error caused by third parties in other ways or by other circumstances except for supplier control.

5. Support

5.1. Generally

- 5.1.1. Support covers issues regarding handling.
- 5.1.2. The customer is primarily referred to the supplier's online manual regarding subscribed platform.
- 5.1.3. Secondly, the customer is referred to eValent's website for digital communication with support where feedback is given within 24 hours. No support is provided by phone.
- 5.1.4. The supplier's support assumes that the service the customer has is according to standard.
- 5.1.5. In cases where customers want help with configuration, system customization, or more individual laying of hands (such as advice or customization) is this a consulting service that is purchased separately.
- 5.1.6. The supplier reserves the right to classify a case as a matter for support versus a consulting service.
- 5.1.7. A consulting service is associated with costs which must be verified in writing, e.g. mail by the customer before starting work.
- 5.1.8. The supplier offers support regarding the handling of the solution during the weekend Monday to Friday 09.00-16.00.

5.2. For customers with a unique support agreement, the following additions apply.

- 5.2.1. Phone support is offered. Phone numbers can be found on the agreement.
- 5.2.2. Shorter response times, 2-12 hours, depending on the level according to the agreement.
- 5.2.3. 2-3 free support hours per month depending on the level according to the agreement. These cannot be saved but reset every month.

5.2.4. Discounted price for additional support hours.

6. Consulting services

- 6.1. The supplier can, if the customer so wishes, provide consulting services.
- 6.2. Current prices for these services can be found on the supplier's website.
- 6.3. The client must approve the assignment before the assignment commences in writing, e.g. via mail.
- 6.4. General terms for consulting assignments are an integral part of this agreement and can be found on the supplier's website.
- 6.5. The customer can buy so-called "time bucket" which is an advance payment of 5, 10 or 25 hours at a discounted price. The package prices can be found under "Price list for consulting services" at the supplier's website. They are valid for 12 months from the date of purchase and are not refundable.

7. Contact person

It is the responsibility of the Customer to always have one, for the contact with the supplier, the responsible contact person, who has the authority to make decisions for the Customer in the matters relating to the execution of the assignment.

8. Term & Termination

- 8.1. All subscription services are ongoing. Unless otherwise agreed in writing, the agreement runs for the operation of the supplier's services quarterly in 3 months. If the agreement is not said up, and termination is not the supplier received no later than 30 days before the contract period the contract is automatically extended by 3 months. If the cancellation is done the start of a new contract period, no repayment is made for the current one period.
- 8.2. Termination of the agreement must be made electronically via the termination function at "Mina Sidor" on the supplier's website. When the supplier receives a cancellation, one is sent electronic confirmation that the supplier has received the notice of termination. This usually happens within 48h. It is the customer's responsibility to document that the termination has arrived supplier.
- 8.3. Please note that the cancellation only applies to them, in the confirmation email from the supplier, said services. A customer may have other services such as Email and domains, like then be terminated separately, with the same dismissal process.
- 8.4. The supplier has the right to terminate the agreement with 12 months' notice. The dismissal must be in writing.
- 8.5. If the agreement ceases to apply, the customer's right to use the service also ceases the supplier may immediately shut down the customer from the services supplier.

9. Traffic charges and other additional services

- 9.1. The supplier's subscription includes different volumes of, for example, traffic, storage. It is the responsibility of the customer to take responsibility for following up the volumes used and revise if necessary. If the customer continuously needs a significantly higher volume than what as agreed, the customer must supplement his basic agreement with a supplementary agreement.

- 9.2. The supplier reserves the right to adjust the volumes in fact by the customer utilization volumes

10.Prices

The supplier reserves the right to adjust its prices on an annual basis. A review of prices can be adjusted by a maximum of 5% per year.

11.Payment

Payment is made in advance per quarter, half year or yearly. Payment is made either through credit card or against invoice with 30 days net. All prices are usually stated exclusive VAT.

12.Non-payment

In the event of non-payment, the supplier is entitled to close the Customer's service 10 days after that invoice expired. The material on the Customer's account with the supplier is stored for 90 days after closing. the supplier has the right to withdraw payment reminders, collection costs, collection costs and, in addition, delay interest according to the Interest Act (SFS 1975: 635).

13.Objection to invoice for service and operation

Any objections to the invoice must be made within 8 days from the invoice date. Then lose The customer has the right to object to the invoice. Has the Customer in time objected to the invoice and stated factual grounds against the charge, the supplier must allow the payment of the dispute to be paid amount. A delayed allowance is payable on the part of the disputed amount as the customer is obliged to pay.

14.Transfer of contracts

The customer is not entitled to transfer a contract to a new party (with another corporate identity number), without one written consent of the supplier.

15.Change of terms

Change of condition shall be notified electronically no later than 30 days before the change takes effect. Normally the notification of changed contract terms on the customer's administration page for the webshop, together with other internal news from the supplier.

16.Customer's responsibility

The customer undertakes to comply with Swedish law, this also applies to linked objects, such as pictures, films etc. The customer is responsible for all information it publishes on its websites or in its catalogues. The customer is responsible for ensuring that sales in the online store are in accordance with applicable legislation. The customer is prohibited from directly or indirectly transmitting unwanted bulk mail (SPAM). Customer undertakes not to use the supplier's system in a way that adversely affects supplier's system or other internet users, for example by starting repetitive processes in the application with the sole purpose of loading the system.

17.Limitation of Liability

17.1. The supplier is not liable in any case for indirect damage such as loss of profit or loss benefit, reduced production or turnover, loss of data, damage to third party's property, obstacles to fulfill obligations to third parties or other consequential damages and damage that cannot reasonably be foreseen by the supplier. The supplier cannot rather, it is held liable for cases in which a user, whether authorized or unauthorized, infringe on the customer's or another's computer resource and gain access to, destroys or distorts data or information. If applicable, there are 30 days backup of all data. the supplier's liability for damages is in all circumstances, including direct damage, limited to a maximum of two base amounts.

17.2. Claims for damages must be made in writing within two months after the damage discovered or should have been discovered.

18. Force Majeure

The supplier is exempt from penalties if the fulfillment of a certain undertaking is prevented or This is substantially made more difficult by circumstances that the party has not reasonably been able to control or prevent. As liberating circumstance shall be considered work conflict, war, error in external data communication, lightning strike, fire, extreme weather conditions, government regulations or other public regulation, general scarcity of goods, transport, energy or other similar circumstance.

19. Grounds for cancellation

Have a party guilty of material breach of contract and not made rectification no later than 30 days after the fact that the party has received a written request from the other party, the party is entitled to participate immediate effect in writing terminate the agreement.

20. Applicable Law and Dispute

Disputes regarding the interpretation or application of this agreement and thus related legal relations shall be finally settled by arbitrators according to Swedish law, according to Stockholm Chamber of Commerce Arbitration Institute's rules for simplified arbitration. The arbitration proceedings shall take place in Malmö. However, the above shall not prevent the supplier from claiming his or her ownership rights and its intellectual property rights (including, but not limited to, the interim request orders) in other jurisdictions, and in accordance with the procedures and conditions these jurisdictions. however, the supplier always has the right to turn to the general court recovery of a clear and overdue claim.