



Inspire your customers

1. **Applicability**

T&C's Ve Interactive Nordic AB

These terms and conditions shall apply to the conclusion of agreements concerning the licensing of the Software.

2. Definitions

In this Agreement, the following expressions have the following meanings:

“Agreement” means the Main Agreement (the document in which the parties sign) these terms and conditions including all Annexes thereto;

“Business Day” means Monday to Friday, except public holidays in accordance with law(1989: 253) on public holidays;

“CPA” or **“cost per action”** means a model of compensation based on a document implemented through trades as a completed purchase or registration of the Customer’s website. It is determined by a percentage of the sales value of the current purchase specified in the Agreement or alternatively a fixed amount per transaction.

“CPL” or **“cost per lead”** Model for compensation based on an allowance for each click that leads to a conclusion by a registration or notification. This should be a fixed amount per delivered lead that is specified in the Agreement.

“CPO” or **“cost per order”** means a model of compensation based on each click that leads to a purchase. The amount of compensation is determined by an agreed percentage of the sale value specified in the Agreement or alternatively a fixed amount per transaction.

“Documentation” means the user instructions, manuals, technical specifications and the further information about the Software that is necessary for the Customer’s use and operation of the Software and any additional material that the customer has received from VeNordic. The documentation must be in English or Swedish;

“Delivery Date” means the date on which the Software is delivered to the Customer according to point 4 below or, if no delivery of the software is necessary, the date of the signing of this Agreement;

“License” means the license VeNordic grants to Customer in accordance with item 3 below;

“Software” means the software described and defined in the agreement under “Products”, including any updates and upgrades that VeNordic delivered to the customer or made available to the Customer through VeNordic’s at the time current website .;

“Support and Maintenance” means VeNordics commitment to provide support and maintenance for Software under point 4 below;

“Update” means a new version of software from VeNordic containing bug fixes and

“Upgrade” means a new version of the software containing the improved capacity and new functionality compared to the version that the customer is currently using.

“VeNordic” means Ve Interactive Nordic AB, a company established under the laws of Sweden

“VeInt” means Ve Global UK Limited, a company established under the laws of Great Britain

3. Grant of license

3.1. VeNordic grants, in accordance with the terms of this Agreement, a time limited, non-exclusive, non-transferable right for the customer to use the Software with the functions specified in the Agreement through VeNordic’s Internet-based interface in their operations in the Nordic region. The license does not include any rights for the customer, without the written consent of VeNordic, to copy the Software, adapt, upgrade or change Software or assign to other than VeNordic to perform the operation of the Software.

3.2. Customer acknowledges that this Agreement does not give rise to ownership of the Software or the Documentation. Ownership of the Software and the Documentation and all copies thereof, will remain the property of VeNordic or VeInt.

3.3. Customer understands that Customer does not have the right to sub-license the Software or any part thereof to third parties without the prior written consent of VeNordic.

3.4. The Customer undertakes not to use the Software or Documentation other than which is expressly permitted by the terms of this Agreement or applicable law in Sweden.

4. Delivery, support and maintenance

4.1. Customer instructs VeNordic to run the operation of the Software on behalf of the Customer by installing the software on a dedicated server space of VeNordic that the Customer is given exclusive access to.

4.2. VeNordic shall deliver the Software by installing it on the dedicated server space in accordance with below.

4.3. VeNordic shall make the Software available to the Customer through unique login details to a license account on the Internet address <http://www.veinteractive.com/login> ("License Account")

4.4. In order to get the Software to work, the Customer agrees to in accordance with instructions from VeNordic install (or have installed VeNordic) java based code ("JavaScript") on some of Customer websites.

4.5. Support and maintenance is to be provided by VeNordic in accordance with the terms of the Agreement.

5. Price and payment terms

5.1. Customer shall make payments to VeNordic in accordance with the terms of the Agreement. Payments are based on CPA, CPL, CPO or another model and is specified in the Agreement.

5.2. All fees under this Agreement are exclusive of VAT. Customer shall make payment to VeNordic within fifteen (15) days from the date of receipt of the invoice. For customers using our Self Service Platform (<https://my.veinteractive.com>) payment will automatically be made by credit card first day of the following month. For payments after the due date, VeNordic is entitled to interest under the Swedish Interest Act (*Räntelagen 1975: 635*).

6. Intellectual Property Rights

6.1. All intellectual property rights that relate to current or future versions of the Software or Documentation belongs VeNordic or VeInt and no intangible rights are deemed to be transferred to the Customer under this Agreement.

6.2. In addition, if the Software is installed locally at the Customer, the Customer shall not have access to Program's source code and the customer may not make changes or copies of the Software source code.

6.3. The Customer undertakes to:

(i) only use the Software and the Documentation in accordance with this Agreement and not without written consent from VeNordic copy, make derivatives of the Software or the Documentation available in any other way than through the Account License;

(ii) Not to circumvent the technical protection functions that VeNordic uses to protect the Software;

(iii) only gain access to the software through the license account;

(iv) Not alter or copy the javascript provided by VeNordic;

(v) immediately replace an existing JavaScript with an update if VeNordic so requires;

(vi) Ensure that all employees that are given access to the Software follows the terms of this Agreement.

7. **Warranties**

7.1. VeNordic warrants that the Customer has the right to use the Software and Documentation in its operations in the Nordic region during the entire term of the agreement and that the software mainly conforms with the Documentation;

7.2. The Customer acknowledges that the Software has not been developed to meet the customer's individual needs and that it is therefore the Customer's responsibility to ensure that the functionality described in the documentation meets the customer's requirements.

7.3. The Customer is aware that software is under continuous development and therefore may contain some errors and bugs. Such small errors and bugs should not be considered a breach of this Agreement.

7.4. The Customer is aware that access to the Software may be temporarily suspended for maintenance or similar measures. VeNordic should as far as possible, inform the customer about planned maintenance interruptions.

8. **Processing of personal data, etc.**

8.1. The use of the Software may include treatment of personal data and should therefore comply with the rules of the Personal Data Act (*Personuppgiftslagen 1998: 204*) (“PDA”) and the EU Data Protection Regulation on its entry into force in 2018.

8.2. The customer decides which personal data that is to be collected by VeCapture and how the data should be processed and used, as further defined in the Agreement (“Processing Instruction”).

8.3. The Parties note that when the Customer collects personal data and decides how they should be processed, it is the Customer who is the data controller as defined in the PDA and as such, shall be responsible for that the collection and processing of personal data complies with the requirements in the PDA.

8.4. The customer defines the in Processing Instructions how personal data shall be processed and Ve Nordic undertakes to ensure that the software performs the processing in accordance with the Processing Instructions.

8.5. In the event that VeNordic processes personal data on behalf of the Customer, VeNordic may process personal data only in accordance with instructions from the Customer.

VeNordic must take appropriate technical and organizational measures to protect the personal data processed. These measures shall ensure a level of security that is appropriate with regard to:

- The technical options available,
- What it would cost to implement the measures,
- The specific risks associated with the processing of personal data, and
- How sensitive the personal data is.

It is the responsibility of VeNordic to on request, disclose that the measures are taken.

8.6. In connection with the marketing of the Customer’s goods and services, the Customer must follow the rules in the Marketing Act (*Marknadsföringslagen 2008: 486*) and any other relevant regulations.

8.7. The Customer must keep VeNordic and VeInt harmless against any claim based on the Customer’s processing of personal data from third parties when such claims are based on the PDA or the Marketing Act.

8.8 VeNordic have the right to use cookies in conjunction with providing the Software. This means that VeNordic may collect personal data for its own account. Customer agrees to inform its users of such processing and to obtain consents to: (i) the use of cookies (ii) that the personal data may be disclosed and used by third parties for marketing and (iii) opt-in.

8.9 For the collection of personal data VeNordic do on their own account, VeNordic is responsible. This responsibility may be shared with VeInt.

9. Liability

9.1. VeNordic is responsible for direct damages arising from VeNordic's negligence. VeNordic is not liable for indirect damage, business interruption, loss of reputation, loss of profit or the like.

9.2. The overall responsibility for VeNordic shall be limited to 10% of the compensation that was paid to VeNordic from the Customer during the 12 months preceding the accident.

10. Term etc.

10.1. This Agreement shall enter into force upon its signing and shall apply thereafter until further with three months' notice of termination.

10.2. Notwithstanding what has been said in the previous paragraph, each Party shall have the right to immediately terminate this Agreement by written notice and without liability to the other Party if the other Party is in material breach of its obligations under this Agreement and has not taken corrective action within thirty (30) days after receipt of a written notice from the other Party with a request for correction, thereby Party indicated its intention to terminate the Agreement if the request is not followed.

10.3. The customer should have the right to terminate this Agreement by written notice and without liability for VeNordic if VeNordic enters into liquidation, begins composition proceedings or bankruptcy.

10.4. Upon termination of the Agreement, the Customer shall immediately cease all use of Software and destroy any copies of the Software and the Documentation held by the Customer. At the request of VeNordic, the Customer shall ensure that the above operations are performed.

10.5. Upon termination of the Agreement, paragraphs 5, 6, 8, 10 and 15 continue to apply, and any additional provisions of this Agreement which expressly or implicitly intended to begin apply or continue to apply after termination of the agreement. Any provision of this Agreement or attachments relating to commission or the like to be paid to VeNordic should be continued beyond its termination.

11. Confidentiality

11.1. The Parties undertake not to use or disclose the contents of this Agreement, technical information, financial information, trade secrets, customer lists or other information that Parties from time to time may receive (orally, in writing or in electronic form) as a result of that this Agreement is concluded or by the performance of obligations under this Agreement and which is not generally known. A party shall have the right to disclose such information if (i) the party is required to do so by law or at the request of a court or other competent authority; (ii)

Party is obliged to do so under the applicable rules of the stock exchange or another recognized marketplace; (iii) the other Party in writing consented to the disclosure of the information; or (iv) the information disclosed to the Party's professional advisers who are bound to secrecy covering any information revealed. If a Party is

required to disclose information under (i) and (ii) above, the Disclosing Party shall take such measures as may reasonably be required to consult with the other Party before the information is disclosed.

11.2. Notwithstanding what is stated in paragraph 11.1 above, the Customer shall have the right to reveal Information to hired consultants, operating suppliers and / or outsourcing partners provided that the Customer ensures that such consultants, operating suppliers and / or outsourcing partners sign a confidentiality agreement containing equivalent confidentiality arrangements in favour of VeNordic.

12. Force majeure

12.1. A party shall not be responsible for the failure, defective or late performance of any of its obligations under this Agreement to the extent and for the period as a Party is unable to fulfil the agreement because of an obstacle outside the performing party's control which the Party is not could reasonably have foreseen at contract signing and the consequences of which were not reasonably to foresee or avoid. Strike and other industrial action should only be considered as relationship outside the Party's control if such a strike is (i) of the nationwide character and affecting numerous manufacturers, as opposed to a strike that affects only the party invoking the fact; and (ii) there are no other similar means or ways available.

12.2. A party who wishes to invoke force majeure under item 12.1 above, shall without delay and in writing notify the other party. Should the fulfilment of a Party's obligations under the Agreement be postponed under this rule for more than two (2) months, the Party that has not invoked the force majeure has the right to immediately terminate the Agreement by written notice to the other Party.

13. Transfer

13.1. A party may not assign this Agreement without the prior written consent of the other Party. The Customer may without consent assign its rights under this Agreement to the legal entity that directly or indirectly controls the Customer or is controlled by or under common control of the Customer.

14. Severability

14.1. If any provision of this Agreement or the application thereof for any reason should be found wholly or partly ineffective, invalid or unenforceable, the parties shall as far as possible modify this Agreement in accordance with the common intention of the parties. If the parties fail to change the agreement, the condition that shall be deemed void, invalid or unenforceable shall be considered as canceled and the remaining provisions of the Agreement remains fully in force.

15. Miscellaneous

15.1. Changes and additions to this Agreement shall be binding in writing and be duly signed by the parties.

15.2. A party's failure to exercise any right under the Agreement or failure to call attention to certain conditions attributable to the contract shall not mean that Party withdrew its right in such regard.

15.3. VeNordic should not announce or publish any information on the Agreement or use the Customers name in marketing without previously obtained customer's written approval.

16. Applicable Law and Disputes

16.1. Swedish law shall apply on this Agreement. Disputes arising from this Agreement shall be finally settled by Swedish courts where the District Court of Stockholm shall be the first instance.

16.2. If this Agreement or any part thereof, is transferred to a third party, such third party shall automatically be bound by the arbitration clause.