

Zert Standard Terms and Conditions for subscriptions and web services

Welcome to Zert CLMcloud! The web service that the customer subscribes to as an SaaS service (Software as a service) is hereafter called “the Service”.

1. ACCEPTANCE OF SUBSCRIPTION TERMS AND CONDITIONS

1.1 For the web service the Zert subscription terms and conditions apply (Terms and Conditions), which will be considered to be accepted on the first login for the Service. The Terms and Conditions apply between Zert AB 556445-1812, (Zert) and the customer (the Customer). The Customer is granted a limited, non-exclusive and non-transferable right to use the Service.

2. SUBSCRIPTION TERMS AND INVOICING

2.1 The subscription becomes effective as from the date of the placement of the order and runs until terminated in accordance with these Terms and Conditions.

2.2 The first invoicing period runs from the date of the order confirmation until the last day of the current calendar quarter. After that, invoicing takes place every calendar quarter in advance, unless otherwise specified in a separate agreement between the parties or otherwise expressed in the terms and conditions for the specific product.

2.3 The Service becomes accessible via the net and consists of a software as a service. The Customer does not purchase the Service or a copy of it or part of it and is not granted a licence to benefit from it in any other way than as a software as a service.

3. SCOPE AND USE

3.1 Only the Customer is entitled to use the Service. The Service may only be used on behalf of another party if such an agreement has been made. The Customer agrees to be fully responsible and liable for those who are given access to the Service or for anyone who uses the Customer’s login details.

3.2 The Customer must not in any other way than is expressed in item 3.1 assign the whole or parts of the subscription to any third party.

3.3 The Customer shall ensure that the Service is not used in any way which reflects adversely upon Zert’s name, reputation or goodwill. The Customer must not use the Service in breach of any law or other applicable regulation.

4. PRICES AND TERMS OF PAYMENT

4.1 Payment must be made no later than 30 days after invoice date. If payment is not received within 10 days after reminder, the Service will be blocked. The Service will be unblocked when payment is received, unless Zert has annulled the subscription.

4.2 The current prices and subscription types are available on the website. These may be changed. The Customer must be informed of the change no later than one month before it becomes effective. All prices are excluded VAT.

5. SUBSCRIPTION AND TERMINATION

5.1 The time of the subscription is not limited, and is valid for twelve (12) months from the date of the placement of the order. Some of Zert's web services have time-limited subscription agreements. For those time-limited subscription agreements no termination will be required by the Customer.

5.2 The Customer may terminate the subscription, or change the scope of the subscription via e-mail or Zert's webpage. The termination must be made in writing, three (3) months before the date of the expiry date of the agreement.

5.3 Zert is entitled to terminate the subscription at the end of any calendar quarter, provided the Customer has been notified about it at least 6 months before the termination. Zert is entitled to terminate the agreement immediately, if the Customer has committed a breach of the agreement, which is of material importance to Zert; if the Customer becomes insolvent, or has a receiver, liquidator, or a reconstructor is appointed for the Customer. An immediate termination must be made in writing.

6. CUSTOMER DATA

6.1 The Customer shall own all data it provides to Zert or the Service. The Service permits the Customer to export data held by the Service. The Customer is obligated to export all data before the subscription is terminated. When the subscription expires or is terminated by the Customer, Zert shall endeavour to enable the Customer to export data in the period of 10 days after termination.

6.2 Regardless of the reason for termination of the subscription, Zert reserves the right to delete Customer data 90 days after termination. Zert is not obligated to store Customer data after such time.

6.3 Zert shall be entitled to store anonymized Customer data, but only for statistical and analytical purposes

6.4 Should the Service be discontinued, Zert shall take reasonable measures to resume the Service as soon as possible.

6.5 Planned operational breaks will mainly take place between 17:00 and 07:00 CET. If it is necessary to shut down the Service at another time, the Customer, should, if possible, be notified about this in advance.

7. SERVICE AND SUPPORT

7.1 Zert shall provide user support via e-mail and telephone, to the extent that an appropriately trained user may be considered to require. Support is provided during Zert's normal office hours, with the exception for shortened working days or periods, when Zert will be closed, in accordance with local or central agreements with employees.

7.2 Some of Zert's services include mobile support. Zert shall ensure that the mobile support and apps are continuously updated for new Apple and Android telephone models. Apps will be downloaded from the app store of the supplier in question. Beyond this no other support will be provided as regards the mobile telephone function.

7.3 Unless otherwise agreed all service and support commitments shall cover the Service developed by Zert.

7.4 For support, not related to the Service, Zert firstly refers to the relevant IT supplier. Examples of this type of support may include problems with the user's own computer environment, synchronizations, web browsers, pdf readers etc. Secondly, Zert may, after an assessment of the nature of the problem, undertake problem solving at an hourly rate.

8. CHANGES

8.1 Zert may update and improve the Service continuously. Zert may also change the composition and design of the Service. Such changes may be made without notice, and they may affect prior results or uploaded information to, or provided by, the Service.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Service and any information provided by it (other than the Customer's data) is protected by copyright and other intellectual property rights that are owned or licensed to Zert AB. Any development and adaptation made to such intellectual property by the Customer shall belong to Zert. The Customer shall notify Zert of any actual or suspected infringements of Zert's intellectual property and any unauthorized use of the Service that the Customer is aware of.

9.2 No intellectual property rights are assigned to the Customer.

9.3 In relation to all material uploaded by the Customer to the Service and all Customer data, the Customer grants to Zert, its suppliers and subcontractors a non-exclusive worldwide irrevocable right to process and use the material and the Customer data to provide the Service and related services, including market services, to the Customer. The Customer pledges and warrants that no uploaded material or Customer data will infringe third party rights or intellectual property rights and will not contain material that is obscene, offensive, inappropriate or in breach of any applicable law.

10. ASSIGNATION

10.1 Zert is entitled to assign its rights and obligations in relation to the Customer to a company within the corporate group or to a third party.

10.2 Zert has unlimited rights to use subcontractors. These rights include e.g. the use of subcontractors for the implementation and operation of the Service and the storage of Customer data.

11. ZERT'S LIABILITY

11.1 Zert disclaims liability and shall not be liable – in contract, tort (including negligence) or otherwise arising – for (a) any consequential, indirect damage or special loss; (b) any loss of goodwill, reputation or (c) other economic losses (including loss of business, revenues, profits, anticipated savings and business opportunities). This applies whether or not Zert has been advised of the possibility of damage and how the damage has been incurred.

11.2 Zert is not liable for third party solutions which are available via or integrated with the Service. Consequently, Zert cannot be held liable for the correctness nor the completeness of the information or for the results, achieved by means of third party solutions. Moreover, Zert cannot be held liable for availability, security or functionality of third party solutions. This includes any damage and loss, caused by third party solutions. The Customer is responsible for proving that a damage or loss suffered by the Customer is not due to third party solutions.

11.3 The maximum liability of Zert shall be limited to the fees paid by the Customer within a twelve-month period or SEK 10,000. This is irrespective of claims based on any one or more events or series of events (whether connected or not).

11.4 The Customer undertakes to indemnify Zert against any costs due to third party claims due to losses or other claims from a third party, and are caused by the Customer's use of the Service.

11.5 Nothing in these Terms and Conditions shall exclude or limit liability for death, personal injury or fraud.

12. CONFIDENTIALITY AND DATA SECURITY

12.1 Zert may only process the Customer data in accordance with the Customer's instructions and not for its own unauthorized purposes.

12.2 Zert will keep confidential all of the confidential information that the Customer provides to Zert, except where such information has come into public knowledge other than by breach of this clause, or where Zert has obtained the information from a third party without an obligation of confidence or where it is required by Zert to be disclosed by a regulatory, a government authority or court of competent jurisdiction.

12.3 Zert shall take all necessary technical and organizational security measures to ensure the secure processing of any Customer data.

12.4 Zert shall comply with its internal security regulations, unless otherwise specifically agreed. Zert's internal security regulations shall be found on the website or other accessible place, which has been agreed on with the Customer. After the conclusion of the Agreement Zert may change the security regulations in force in accordance with the provisions in item 8.

12.5 At the Customer's request Zert will provide sufficient information to enable the Customer to ensure that the said technical and organizational measures have been taken. Zert shall be permitted to charge the Customer for such work at its standard rates.

12.6 Where the Customer provides information, user names or passwords in relation to a third party information feed or service to Zert, the Customer shall warrant that the provision of such information or the integration of the Service with such a third party feed or service or the storage and use by Zert of such information shall not breach the terms and conditions for such services or any other third party rights. The Customer shall indemnify and hold Zert harmless from all loss, damage, cost and expense arising from a breach of this clause.

13. PERSONAL DATA, CONFIDENTIAL INFORMATION

13.1 In order to be able to use the services the user has to submit certain data to Zert, including, but not limited to, full names, e-mail addresses and contact details. According to the General Data Protection Regulation, the Customer is responsible for the handling of personal data. As a personal data assistant Zert only commits to processing personal data in accordance with the Agreement and the Customer's written instructions. If Zert is affected by extra expenses in order to comply with a change of security requirements, the Customer shall reimburse Zert for such expenses. Zert shall notify the Customer on the discovery of completed instances of or attempts to unauthorized access, perversion or changes of the Customer's personal data.

13.2 If Zert uses subcontractors for the processing of personal data ("sub-assistants"), Zert shall, as the Customer's representative, sign an agreement with the subcontractor, according to which the subcontractor as a personal data assistant shall undertake the responsibility vis-a-vis the

Customer to comply with what is stated in item 14. Zert is not allowed to transfer and process personal data outside the EU/EES area without the Customer's written permission.

13.3 What is stated in item 5 regarding personal data applies on termination of the Agreement.

13.4 Furthermore, the user shall permit Zert, with the help of cookies, to store and download session information from the user's computer. The purpose of such storage and downloads of information is to facilitate individual users' activities, to enable a smooth login/logout method and to make sure that the Service will not be exposed to unauthorized access.

14. CHANGE OF TERMS AND CONDITIONS

14.1 Zert may, at any time, update these Terms and Conditions. The current version of these Terms and Conditions is available on Zert's website. Zert shall inform, via its website, of changes within reasonable time (1 month), before the changes will be in force. If the Customer uses the Service after a change of these Terms and Conditions, such use will be considered an approval of the changes. It is the Customer's responsibility to check the website regularly to keep updated on the current contents of these Terms and Conditions.

15. DISPUTES

15.1 These Terms and Conditions shall be applied and interpreted in accordance with Swedish law. Disputes shall be settled by a general court.

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