

General conditions of sale and delivery to Customers

These General Conditions of Sale and Delivery to Customers (the “**General Conditions**”) constitutes the Agreement between the Customer and Qmatic AB for the sale, license and Services.

1 Definitions

In this Agreement, the following definitions are used.

“**Agreement**” means this main document as well as the Appendices listed and attached hereto. Conflicts between the body of this document and the Appendices shall be resolved as follows. The clauses of this document shall prevail over the Appendices; Appendices shall prevail over other Appendices in numerical order, unless otherwise is specifically mentioned.

“**Agreed Start Date**” means the date(s), set out in this Agreement, i.e. when the Service has been performed.

“**Customer’s Data**” means data or other information that the Customer, or another party on its behalf, puts at the Qmatic’s disposal as well as the result of the Qmatic’s data processing.

“**Documentation**” means any specifications, manuals and similar accompanying the Software.

“**Hardware**” means the hardware developed by Qmatic and sold to the Customer under this Agreement.

“**Party**” means Qmatic or the Customer, and “**Parties**” means Qmatic and the Customer.

“**Premises**” means the facilities of the Customer, in which the Hardware and Software are to be installed.

“**Products**” means the Hardware and Software

“**Service**” means the services provided by Qmatic for the installation and set-up of the Hardware and Software, as set out in this Agreement.

“**Software**” means the software, developed by Qmatic and licensed to the Customer under this Agreement.

2 General

2.1 If the period of validity of an offer from Qmatic has not been specifically mentioned, this period is limited to ten (10) days from the date of issue.

2.2 Installation of the Products as well as instruction of the operating personnel shall be carried out by the Customer, unless otherwise specifically agreed between the Parties. Consultation on application and usage shall be given to the best of the Customer’s knowledge and in accordance with any instructions given by Qmatic.

2.3 The Products delivered may be subject to change over the course of an Agreement. Changes in design and/or shape shall be deemed accepted by the Customer, unless such changes and modifications are substantially limiting the purpose of the purchased Products.

3 Qmatic’s general obligations

3.1 Qmatic shall perform its obligations in a professional manner with skilled personnel suitable for the Services. Any Service shall be performed in accordance with this Agreement and generally by the methods and standards normally applied by Qmatic for this type of service.

3.2 Qmatic may engage a subcontractor to perform the Service and other obligations under the Agreement. Qmatic is liable for a subcontractor’s work as if it had been performed by Qmatic itself.

3.5 Qmatic is ISO 27001 compliant.

3.4 Specifications for the Hardware and Software are available and will, upon request, be provided to the Customer by Qmatic.

4 The Customer’s general obligations

4.1 The Customer shall ensure that Qmatic is given timely access to the Premises, in order for Qmatic to provide the Hardware and the Services.

4.2 In the event that Qmatic is in need of additional information or instructions from the Customer, which are necessary for the execution of the Service, the Customer undertakes to provide such information within a reasonable period, review any documents from Qmatic and make a decision upon request from Qmatic to do so.

4.3 The Customer is required to comply with any reasonable instructions Qmatic provides for the Service.

4.4 The Customer shall take responsibility for the lawful usage of the Products as stipulated in the applicable laws and regulations. The Customer shall not be entitled to remove or change any labels or warning signs from the Products.

5 Delivery

5.1 CIP place of destination INCOTERMS 2010 shall apply to all deliveries, unless otherwise agreed between the Parties. The place of delivery, and where the risk passes to the Customer, shall be address(es) set out in the Agreement between Qmatic and the Customer.

5.2 Any delivery dates communicated from Qmatic should be understood to function as target dates, unless the date has been set as a fixed delivery date in writing. The Customer is entitled to cancel a purchase three (3) months after such a delivery date.

5.3 Should the Customer suffer damages due to a delay arising from gross negligence or intent on Qmatic’s part, the Customer’s claims shall be limited to zero point one (0.1) percent of the invoice value of the Product that, as a result of the delay, cannot be used, per every week the delay prevails. Claims shall never exceed an amount equal to zero point five (0.5) percent of the invoice value of the delayed Products. Claims can only be demanded provided the Customer notifies Qmatic thereof in writing within a period not exceeding one (1) week from the actual delivery date.

5.4 Qmatic shall not be liable for any further claims for damages resulting from delays in delivery, including damages for indirect loss or damage (including but not limited to claims made by third party), unless the delay has been caused by Qmatic’s intent or gross negligence.

5.5 Products already delivered are not returnable except after Qmatic’s prior written acceptance. If such acceptance is given, the Customer is obliged to pay to Qmatic compensation equal to twenty five (25) percent, of the invoice value of ordered Products as well as transportation to Qmatic’s facilities. Products must be unused and not older than 30 days from delivery date to the Customer. Products designed specifically or adapted for, or manufactured in accordance with instructions from, the Customer are not returnable.

5.6 The Customer may cancel ordered Products before delivery has taken place. If the Customer cancels an order, the Customer shall pay a fixed compensation to Qmatic of five (5) percent of the invoice value of the cancelled Products. Order for Products designed specifically or adapted for, or manufactured in accordance with instructions from the Customer, cannot be cancelled.

5.7 If delivery is delayed due to circumstances attributable to the Customer, Qmatic shall be entitled to compensation for storage of the Products at Qmatic’s storage facilities. Said compensation shall be equal to zero point five (0.5) percent of the invoice value of the Products concerned, per every week the Products remain in Qmatic’s storage facilities.

6 Prices and payment

6.1 The calculation of all prices for delivery of Products, Services and performance agreed shall be based on the prices valid on the day of Qmatic’s acceptance of an order. If, however, after an order has been accepted, changes occur to prices of raw materials or exchange rates, which affect Qmatic’s cost for supplying the Product, or an increased duty, as a result of decisions taken by the authorities of any country, or new taxes, duties or insurance premiums are levied on ordered Products or their transportation, Qmatic is entitled to adjust the price of the Products accordingly. The price shall be adjusted so that Qmatic and the Customer are equally affected by the increase in price, i.e. if the total increase in price amounts to ten (10) percent of the original price, Qmatic shall be entitled to raise the price with five (5) percent. If the price adjustment for the Customer exceeds ten (10) percent of the originally agreed price, the Customer shall be entitled to cancel the order in respect of Products concerned within seven (7) days after being notified of the raised price.

6.2 Payment is to be made by wire transfer, within thirty (30) days upon receipt of the invoice, unless other is agreed between Qmatic and the Customer and stated on the invoice. However, Qmatic reserves the right (even after an order has been accepted if the Customer has defaulted on earlier payments) to request pre-payment, or appropriate guarantee arrangement (e.g. irrevocable bond or bank guarantee), if deemed necessary by Qmatic. Qmatic shall be entitled charge default interest in accordance with Swedish law for overdue payments. Qmatic shall be entitled to charge penalty interest on arrears corresponding with the Swedish Interest Act (1975:635), meaning *per annum* 8% +/- the repo rate set by the Swedish Central Bank at <https://www.riksbank.se/en-gb/>.

7 Specifically regarding Software

Regarding the Software, Qmatic hereby grants the Customer a non-exclusive, non-transferable right to use the Software and the Documentation solely for its own internal business purposes, and in accordance with the terms in [Appendix 1.7](#) (the "License").

7.1 Specifically regarding cancellations or downgrades of Software licenses

A License for the Software or orders for updates thereof, may be cancelled or downgraded by Qmatic, provided that it has not been activated for the Customer and Qmatic is notified by the Customer, in writing, within fourteen (14) days after the License has been issued. Qmatic will issue a credit note (and if applicable, refund the fee) for a part of or the whole of the License fee.

8 Maintenance and support

8.1 The Customer may purchase maintenance and support- services for the Products from Qmatic, in accordance with Qmatic's maintenance and support agreement – Qmatic CARE. The first year of the Qmatic CARE is mandatory when purchasing a license for the Software 'Orchestra'.

8.2 The Software license is granted "as is" without any support and maintenance. Qmatic may provide the Customer with patches, updates and support for the Software in accordance with the maintenance and support agreement.

8.3 The maintenance and support agreements may be modified from time to time and the purchase of maintenance and support- services will be governed by the agreements at the date of purchase. Existing agreements are valid until the end of the agreement period, whereas potential renewals, in time or extent, will be governed by the new agreements as they may appear at the date of purchase.

9 Complaints concerning defects

9.1 Regarding Hardware, the following shall apply. Any complaints concerning defects in quality and performance, or the delivery of the correct number and types of the Products, which can be determined by reasonable efforts, shall be notified to Qmatic in writing promptly after discovery and not later than within fourteen (14) days after delivery. Hidden defects shall be notified to Qmatic in writing promptly after discovery and not later than within fourteen (14) days after the Customer have discovered, or should have discovered, the defect. Should the Customer fail in the performance of his obligations pursuant to this clause, the Customer has forfeited any claims caused by the defect.

9.2 Regarding Software, the following shall apply. Any complaints concerning defects in quality and performance, i.e. other than complaints regarding the delivery of the correct number and types of Products, shall be notified to Qmatic in writing promptly after discovery and not later than within fourteen (14) days after the Customer have discovered, or should have discovered, the defect. Such complaints, however, shall be made at the latest within one year after delivery. Should the Customer fail in the performance of his obligations pursuant to this clause, the Customer has forfeited any claims caused by the defect.

10 Warranty and liability

10.1 During a period of twenty four (24) months from delivery of the Hardware, Qmatic warrants that any defects in the Hardware shall at Qmatic's own choice either be repaired and/or replaced. In case of repair, the Customer shall carry accrued costs for transportation of the defect Hardware or part of the defect Hardware to Qmatic's premises. Qmatic will carry any costs, excluding customs, taxes or other country specific fees, for transportation of the repaired or replaced Hardware to the Customer's premises. For the avoidance of doubt, the warranty does not extend to work on Premises. The Customer is referred to a maintenance and support agreement (as described in section 8) if this is desired.

10.2 Extended Warranty can be ordered by the Customer at any time during the twenty-four (24) months of Qmatic standard Hardware warranty. Extended Warranty can be extended up to maximum three (3) years.

10.3 The Customer is, however, not entitled to claims based on warranty;

- (a) if the deficiency has been caused by improper usage of the Hardware, faulty installation, usage of unsuitable accessories, e.g. spare parts, consumables etc. not approved by Qmatic, or improper operation;
- (b) if the Hardware concerned has not been maintained or serviced in accordance with recommendations given and this has caused the deficiency;
- (c) if the deficiency has been caused by improper modification of the Hardware (including but not limited to any Software bundled with the Hardware);
- (d) if the damage has been caused by circumstances beyond Qmatic's control;
- (e) if the deficiency results from normal wear and tear, especially as far as working parts and consumables are concerned;
- (f) if the damage has been caused during delivery.

10.4 Above and beyond the above, the Customer shall not be entitled to claim any damages against Qmatic for defects

10.5 Regarding Software, see [Appendix 1.7](#).

10.6 In the event that liability for damages arises, provided that neither intentional conduct nor gross negligence has taken place, a Party shall not be liable for lost profits or other indirect damages or loss, including any liabilities in damages of the other Party to a third party.

10.7 In any event, the liability of damages of a Party shall never exceed the total sum of the prices and fees paid under this Agreement.

11 Force majeure

11.1 Circumstances that may be designated as force majeure shall be considered as grounds for relief from an order, provided that the circumstance at hand could not have been foreseen when the order was made and that it impedes the performance of a Party according to the order and fulfilment of the performance in question therefore would be unreasonably onerous. Amongst others, the following circumstances shall be considered to constitute force majeure: industrial dispute (strike) and any other serious circumstance beyond the control of the Parties, such as technical fault in the manufacturing of Products, fire, war, mobilisation or military call up of comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this clause.

11.2 The Party wishing to claim relief under this clause shall notify the other Party in writing without delay on the intervention and on the cessation of such circumstance. If grounds for relief prevent the Customer from fulfilling his obligations, the Customer shall compensate Qmatic for reasonable expenses incurred in securing and protecting the Product.

11.3 Notwithstanding any other provision of these General Conditions, either Party shall be entitled to terminate an order by written notice to the other Party, if performance of the order is delayed more than five (5) months by reason of any grounds for relief as described above and the notification reaches the other Party before the cessation of the circumstance constituting force majeure.

12 Confidentiality

12.1 Each Party undertakes not to disclose, without the other Party's consent, to a third party, during the term of the Agreement or for a period of three years thereafter, any information regarding the other Party's business that may be considered a business or professional secret or which according to law is subject to a duty of confidentiality. Unless otherwise follows from law, Qmatic's pricing information or other information that a Party specifies as confidential shall always be regarded as a business or professional secret. The confidentiality obligation does not apply to information that the Party can demonstrate has become known to the Party other than through this Agreement or which is publicly known. Furthermore, the confidentiality obligation does not apply when a Party is required to disclose such information by law, court or government order or binding stock exchange regulations. Where a Party is required to disclose information in such way, it shall notify the other Party prior to disclosure.

12.2 A Party shall ensure that confidentiality is maintained as set out above by entering into confidentiality agreements with employees or taking other appropriate measures. A Party shall also ensure that subcontractors and subcontractors' employees that participate in the performance of the project sign confidentiality obligations on equivalent terms.

13 Customer's Data and personal data

13.1 In the relationship between Qmatic and the Customer, the Customer is the owner and holder of all rights pertaining to the Customer's Data. The Customer is liable for, and shall indemnify and hold Qmatic harmless from and against, any infringement by Customer's Data of any third party right or any other non-compliance with applicable law.

13.2 Qmatic may only use Customer's Data as necessary to perform the Services, and if the Customer's Data does not contain any personal data, to clarify misuse or analyse infringements as well as to provide information to public authorities or for statistical purposes, meaning that Qmatic may gather data from the Services, aggregate the Customer's Data with data from other customers and provide the aggregated data to third parties. If data are used for statistical purposes, the data shall not contain information to which a confidentiality obligation applies, so that the Customer or a person can be identified, and such statistical analyses shall not create personal data. Qmatic shall allow the Customer access to the data registered by Qmatic regarding the use of the Service pursuant to this clause.

13.3 If processing of personal data occurs within the scope of the Service, the Customer is the controller and Qmatic is a processor and all such processing shall be done in accordance with [Appendix 1.13.3](#).

14 Miscellaneous

14.1 The Customer is not entitled to make any pledges whatsoever on behalf of Qmatic in respect of the performances and properties of the Products. No such pledge will bind Qmatic and the Customer is obliged to hold Qmatic harmless in the event Qmatic, for any reason, suffers damages as a result of breach of this section.

Qmatic shall be entitled to use the Customer as reference for current and potential customers, in Qmatic's marketing materials.

14.2 In no event shall any delay, failure or omission of a Party in enforcing, exercising or pursuing any right, claim or remedy under this Agreement be deemed as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing.

14.3 If any provision of this Agreement or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the remaining provisions of this Agreement shall continue in full force and effect. The Parties shall seek to amend such void, invalid or unenforceable provisions and thereby this Agreement in order to give effect to, so far as is possible, the spirit of this Agreement and to achieve the purposes intended by the Parties.

14.4 This Agreement shall be binding upon and inure to the benefit of the successors of the Parties. Qmatic may, without prior consent, assign its rights under this Agreement to a legal entity directly or indirectly controlling, controlled by or under common control with Qmatic.

14.5 Qmatic shall be entitled to make all relevant inquiries, inspections and investigations in order to establish if the Customer fulfils the obligations set out in the Agreement.

15 Term and termination

15.1 This Agreement shall enter into force on when signed by both Parties and shall, if a Software license has been purchased, remain in force until the license is terminated.

15.2 However, either Party is entitled to terminate this Agreement with immediate effect if the other Party:

- (a) fails to fulfil any of its obligations under this Agreement, provided such failure is of material importance to the non-breaching Party and the other Party has failed to perform rectification not later than thirty (30) days following written notice thereof; or
- (b) has suspended its payments, is the subject of a bankruptcy petition, commences negotiations for a composition with its creditors, enters into liquidation or may otherwise be deemed to be insolvent.

15.3 In addition, Qmatic may terminate this Agreement if the Customer is in breach of other agreements with Qmatic.

16 Code of Conduct

Qmatic is committed to Corporate Social Responsibility, including its impact on the environment, human rights, equal opportunities, anti-bribery, anti-corruption and solid governance thereof. Please

refer to <https://www.qmatic.com/meet-qmatic/corporate-social-responsibility-csr/> for more information and Qmatic's commitments in these respects.

17 Governing Law and Disputes

17.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Sweden. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

17.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules for Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitral proceedings shall be English.

17.3 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way its rights vis-à-vis the other Party in connection with the dispute, or its rights or obligations pursuant to statute, regulation, a decision by an authority, applicable Stock Exchange Regulations, a stock exchange contract or similar.

17.4 In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.

Specific Software terms and conditions

1 License grant

1.1 The Customer shall provide access to the Software and the Documentation only to its authorised employees and to its independent contractors. For the avoidance of doubt, end-user interfaces of the Software may be made available to end-user's, i.e. the Customer customers. The Customer shall take all reasonable steps to protect the Software and the Documentation from unauthorised access, copying or use.

1.2 The Customer acquires no ownership of any kind in the Software or the Documentation or any copies thereof. For all intents and purposes, Qmatic has and shall retain, all title, exclusive ownership rights and all intellectual property rights and other rights and interests in the Software and the Documentation, in the content thereof, and in any and all copies, modifications, alterations and enhancements to the Software and the Documentation, including any derivative works resulting therefrom.

1.3 Except as expressly permitted by mandatory applicable law and this Agreement, the Customer agrees not to copy, duplicate, decompile, reverse engineer, disassemble, or otherwise discover, or to sublicense the Software or the Documentation, in whole or in part to a third party without the prior written approval of Qmatic.

1.4 The Customer may make back-up copies of the Software in machine executable code form, only to be used in the event that the copy of the Software received from Qmatic fails to function, is lost, damaged or destroyed. There may be no more copies than are necessary to form part of a reasonable back-up plan for the Customer. Back-up copies of the Software may be kept by the Customer in a bank deposit or such other secure place as is normally used by the Customer for storage of its computer program back-ups. Each back-up copy shall display the same program name, serial number (if applicable), version number, copyright and trademark notices as the original licensed copy provided by Qmatic.

2 Infringement of intellectual property rights

2.1 Qmatic shall defend and hold harmless the Customer against any claims that the Customer's use of the Software infringes any patents or copyright, provided that Qmatic is given prompt written notice of such claim and is given information, reasonable assistance and sole control of the defence or settlement of such claim. The Customer may not settle or compromise such claim, action or allegation, except with prior written consent of Qmatic.

2.2 If the Software becomes or in Qmatic's opinion is likely to become the subject of a proceeding or claim of intellectual property rights infringement, Qmatic shall, at its option and expense: (i) obtain the right for the Customer to continue using the Software in accordance with this Agreement (ii) replace or modify the Software so that it becomes non-infringing; or (iii) if Qmatic cannot reasonably obtain the remedies in (i) or (ii), terminate the License for the infringing Software, at which time the Customer shall immediately return the infringing Software and/or Documentation to Qmatic and this Agreement shall terminate. The Customer's sole remedy in respect thereof shall be Qmatic's obligation to refund the Customer for the price of the Software.

2.3 Qmatic shall have no liability to defend the Customer in accordance with Section 2.1 and 2.3 above to the extent the alleged infringement is based on: (i) use of Software in combination with third party products; (ii) alterations or modifications of the Software; (iii) use of the Software other than in accordance with the Documentation and the terms of this Agreement; or (iv) use of a prior version of the Software and the infringement claim could have been avoided by use of a current version.

2.4 The Customer shall defend and hold harmless Qmatic from any loss, liability, cost or expense (including reasonable legal fees) related to any action brought against Qmatic, whether civil, criminal or administrative, arising from the Customer's failure to use the Software in compliance with the terms of this Agreement.

3 No Warranties

3.1 The License is granted "as is" without any warranty.

3.2 Qmatic shall have no responsibility for errors or other problems with the Software caused by or derived from (i) alterations or modifications of the Software; (ii) third party software or hardware; or (iii) a combination of the Software with any program, equipment or device not supplied or approved by Qmatic.

3.3 Qmatic does not warrant that the Software will meet Customers' requirements or that the operation of the Software will be uninterrupted and error free. The Customer is solely responsible for the selection of the Software to achieve its intended results and for the results actually obtained. Qmatic disclaims all other warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. Qmatic shall have no liability or responsibility whatsoever with respect to third party software or hardware. Qmatic makes no warranty as to the adequacy or capacity of any hardware or third party software to gain some or all of the performance objectives of the Customer.

4 Limitation of liability

Qmatic shall have no liability, except to the extent that such limitation is held to be legally invalid, to the Customer regarding Software, from any cause, including breach of contract, warranty or negligence. Qmatic's liability related Software shall in no event exceed the price paid for the Software and Qmatic shall in no event be liable to the Customer for any indirect, incidental, special or consequential damage, including but not limited to loss of data, loss of business opportunity or loss of profit arising out of or in connection with the use of the Software, even if Qmatic has been advised of the possibility of such damages.

5 Termination of the License

5.1 In the event of a failure by either Party to comply with any material obligation under this Agreement, including but not limited to payment for the Licenses, and such non-compliance remains uncured for more than thirty (30) days after receipt of written notice thereof, the non-defaulting Party may, in addition to any other rights available to it, terminate this Agreement and the License granted hereunder immediately upon written notice to the defaulting Party.

5.2 Qmatic may terminate the License immediately upon written notice to the Customer, if the Customer becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occurs, the Customer shall immediately notify Qmatic of its occurrence.

5.3 Upon termination of this Agreement for whatever reason, the Customer shall immediately discontinue all use, destroy and delete all copies of the Software and the Documentation or any part thereof in its possession in any form. Upon Qmatic's request, the Customer shall verify in writing that the above actions have been carried out.

6 Confidentiality

The Customer is aware of and acknowledges that the Software contains proprietary and confidential information, including the ideas, methods of operation, processes, know-how, sub-systems and modules included in the Software, the graphical user interfaces for the Software and the look and feel of the Software, all of which embody valuable trade secrets of Qmatic or third party related thereto. Such proprietary and confidential information shall be held and maintained by the Customer in confidence for the exclusive benefit of Qmatic.

Data Processing Agreement

Background

(A) "GDPR" means Regulation (EU) 2016/679 of the European parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. "Data Processing Law" means, from time to time, applicable laws and regulations to the processing of personal data, including the GDPR.

(B) Other terms used in this Data Processing Agreement shall have the same meaning as set out in Data Processing Law and the Agreement, if nothing else is mentioned.

1 Personal data processing

1.1 Qmatic shall only process personal data in accordance with the Agreement, this Data Processing Agreement and/or, as they may be dispatched from time to time, in accordance with the Customer's written instructions. Qmatic shall also adhere to the requirements of a personal data processor, as set out in Data Processing Law, and not take any action contrary to Data Processing Law.

1.2 The Customer shall ensure that its processing of personal data is carried out in accordance with Data Processing Law, that Qmatic is entitled to process personal data pursuant to the Agreement for the purpose of providing the Services, all personal data provided by the Customer to Qmatic will be necessary, accurate and up-to-date, and all processing instructions shall be in writing and in accordance with Data Processing Law.

2 Security

2.1 Qmatic shall ensure that its personnel, authorized to process the personal data, have committed themselves to confidentiality. Furthermore, Qmatic shall ensure that only such personnel who require direct access to personal data in order to fulfil Qmatic's obligations under the Agreement shall have such access.

2.2 Qmatic shall ensure, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, that appropriate technical and organisational measures to ensure a level of security appropriate to the risk are implemented, including inter alia as appropriate: (a) the pseudonymisation and encryption of personal data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

3 Subcontractors and third country

3.1 Qmatic shall not engage another processor, without specific written authorisation from the Customer.

3.2 However, the Customer hereby gives its authorisation to Qmatic engaging subcontractors for the purpose of installation Services. A list of engaged subcontractors are available from Qmatic upon request. Qmatic shall engage these subcontractors on the same, or similar, terms as set out in this Data Processing Agreement. Qmatic shall inform the Customer if any change occurs (such as the engagement of new subcontractors or the replacement thereof), giving the Customer an opportunity to object. The Customer shall be entitled to terminate the Agreement, should it object to a subcontractor.

3.3 Qmatic shall be liable for the performance of a subcontractors, as if Qmatic performed the Service itself.

3.4 If Qmatic's processing of personal data entails the Customer's personal data being transferred to a third country, Qmatic shall ensure that such transfer is done in accordance with Chapter V in the GDPR, concerning transfer of personal data to third countries.

4 Assistance regarding the rights of data subjects

Qmatic shall, taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III. This shall be done in accordance with the Customer's written instructions hereon.

5 Assistance regarding the Customer's security of processing, data protection impact assessment and prior consultation

5.1 Qmatic shall assist the Customer, so that it can fulfil its obligations in accordance with Articles 32-36 in the GDPR, taking into account the nature of processing and the information available to

Qmatic. This shall be done if the Customer so requests and in accordance with the Customer's written instructions hereon.

5.2 Furthermore, Qmatic shall take all measures to assist the Customer if the Customer's personal data is subject to unauthorised or unintentional access and without undue delay inform the Customer hereof. The information to the Customer shall:

- (a) describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
- (b) communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- (c) describe the likely consequences of the personal data breach; and
- (d) describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

6 At the termination of the Data Processing Agreement

6.1 Qmatic shall, depending on the choice of the Customer, delete or return all the personal data to the Customer and delete all copies thereof, unless required by law to keep records of the data, at the termination of this Data Processing Agreement.

6.2 It shall be noted that culling and deletion of data can and should occur regularly, in accordance with the Customer's instructions to Qmatic hereon.

7 Information and audit

7.1 Qmatic shall, upon being asked thereof in writing by the Customer, make available to the Customer all information necessary to demonstrate compliance with the obligations set out above in this Data Processing Agreement and shall allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the Customer, provided reasonable advance prior written notice is given.

7.2 Should the Customer desire to conduct an audit or an inspection, or engages a third party for the purpose thereof, a reasonable confidentiality agreement shall be entered into between Qmatic and said third party prior to the inspection or audit. The third party shall be well reputed, in accordance with Qmatic's reasonable judgement thereof. Furthermore, for the avoidance of doubt, the inspection or audit may never be more encompassing than compliance with this Data Processing Agreement and must never encompass or affect another customers information.

7.3 In the case that the Customer gives Qmatic an instruction, that Qmatic believes violates Data Processing Law and affects Qmatic's obligations under this Data processing Agreement, Qmatic shall immediately notify the Customer hereof. However, Qmatic shall never be liable for the Customer's instructions.

8 Liability

8.1 Party's liability under this Data Processing Agreement follows from the Agreement.

8.2 For the avoidance of doubt, Qmatic shall never be liable for those costs, administrative fines, fees, damages or other liabilities that the Customer suffers, due to the Customer not observing Data Processing Law, if Qmatic has observed the Customer's written instructions or if the Customer has neglected to instruct Qmatic in writing.

9 Price and payment

Qmatic shall be entitled to remuneration, calculated in accordance with its hourly rates in accordance with the Agreement, for such measures the Customer expressly desires Qmatic to perform according to sections 1.1, 2.2, 4, 5.1, and 7.1-2, as an Additional Service.

10 Agreement period

This Data Processing Agreement shall be valid as long as there is a valid Agreement between Qmatic and the Customer. This Data Processing Agreement shall thus be terminated automatically at the same time as the Agreement is terminated.

11 Miscellaneous

11.1 This Data Processing Agreement shall be governed by the laws of Sweden.

11.2 If Data Protection Laws are changed during the validity of this Data Processing Agreement, or if a government authority issues guidelines, decisions or regulations with the effect that this Data

Processing Agreement no longer fulfils the obligations of a data processor the Parties shall in good faith negotiate and insert any reasonable amendments that such new or adjusted demands may need.