

## SYMETRI – GENERAL STANDARD TERMS AND CONDITIONS

### 1. General

- 1.1 These general standard terms and conditions (the “**GT&C**”) are applicable for any and all services and products (the “**Services**”) provided by applicable Symetri company (“**Symetri**”) to the customer (the “**Customer**”). Each a “**Party**” and together the “**Parties**”.
- 1.2 These GT&C are also applicable to courses provided by Symetri to the Customer.
- 1.3 These GT&C’s together with any other applicable Symetri terms, agreement, appendices, purchase orders and/or offers issued by Symetri constitutes the agreement between the Parties (the “**Agreement**”). In the event of any conflict between the documents constituting the Agreement, Symetri’s respective terms and conditions, as well as any specification and product sheet, for each Service shall prevail in relation to the Service they relate to.
- 1.4 The Services are exclusively for use with business persons acting in the course of business.
- 1.5 Symetri is entitled to improve the Services and may make improvements, updates, additions and changes, or remove non-material functions of the Services at its own discretion.
- 1.6 If the Parties have agreed that any affiliate of the Customer shall have the right to purchase or use any Services under the Agreement, these GT&C’s and any other part of the Agreement shall apply in relation to such affiliate. The Customer is fully responsible for such affiliate’s proper performance of the Agreement such as for its own debt. “**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**” means direct or indirect control of more than 50 % of the voting interests of the subject entity.

### 2. Delivery

- 2.1 Any Services are considered delivered when Symetri has made such Services available to the Customer at any of Symetri’s locations or at any other agreed place, such as but not limited to through the internet or by download. The Services are considered delivered regardless of the Customer actually has e.g. downloaded or used the Services.
- 2.2 Any delivery is made at the Customer’s risk, and expense. Symetri may make partial deliveries.

- 2.3 Symetri is not responsible for obtaining or maintaining any export license(s) that may be required for delivery.

- 2.4 If the Customer does not comply with the terms of the Agreement and does not make a correction within ten (10) days of Symetri notifying the Customer of the non-compliance, Symetri is entitled to suspend and/or cease providing the Services until a correction has been made. The Customer shall indemnify Symetri for any costs or claims arising from the Customer’s use of the Services in violation of the terms of the Agreement.

### 3. Courses

- 3.1 Symetri may cancel a course if it is too few participants provided that the cancellation is made no later than two (2) weeks prior to the course starts. Symetri may also cancel a course due to circumstances beyond Symetri’s control, such as but not limited to sickness absence. Symetri is not liable to pay compensation for the costs of airline tickets, hotels or similar in case a course must be cancelled according to this Clause 3.1.
- 3.2 The Customer may cancel its booking of a course free of charge if the cancellation is made no later than three (3) weeks before the course starts. For cancellations thereafter until five (5) working days prior to the course starts a cancellation fee of 50 % of the price of the course apply. Cancellation is not possible less than five (5) working days before the course starts.

### 4. Fees and Payment

- 4.1 The Customer shall pay Symetri the fees, charges and other amounts specified in the Agreement. If the Parties have not agreed about any price in writing for a specific service, Symetri’s from time to time applicable standard fees and prices shall apply.
- 4.2 Symetri has the right to adjust any fees, charges and other amounts annually. Symetri shall inform the Customer of such changes ninety (90) days in advance.
- 4.3 In addition to Clause 4.2 above, Symetri may at any time adjust any prices subject to changes in regulations, taxes, fees or similar circumstances beyond Symetri’s control. Symetri may also adjust any prices for third party products or services in case such third party adjusts its prices. Any such price adjustment shall have effect one (1) month after the date Symetri’s notice was sent.

4.4 Any prices are exclusive of a) VAT and other applicable taxes and duties (which shall be paid by the Customer in the manner and at the rate prescribed by law), and b) delivery, carriage, insurance, travel, hotel and subsistence costs of materials and external services (which may be charged to the Customer at cost unless the Agreement provides otherwise).

4.5 Payment shall be made within thirty (30) days of the date of invoice. In case of late payment Symetri may, without prejudice to any other right or remedy available to Symetri, charge interest on the unpaid amount and collection charges in accordance with the applicable statutory rate. Symetri shall also have the right to a) decline to supply any services to the Customer, b) cancel the Agreement or treat the Agreement as having been cancelled by the Customer, and c) claim compensation for any loss or damage of any kind due to such late payment and/or cancellation of Agreement.

## 5. Audit

5.1 Symetri shall have the right, at any time during the term of the Agreement and for a period of one (1) year thereafter, to have an independent audit firm selected by Symetri perform an audit to determine and verify that the Services are used in compliance with the Agreement including these GT&C's. Any such audit will be conducted during normal business hours in a manner so as not to unreasonably interfere with the Customer's normal operations.

5.2 The audit will be conducted at Symetri's expense, unless the audit reveals a breach of the Agreement by the Customer, in which case the Customer shall reimburse Symetri for all reasonable costs and expenses incurred by Symetri in connection with such audit. The Customer shall cooperate with any audit firm selected by Symetri and, inter alia, grant such audit firm access to the Customer's premises.

## 6. Confidentiality

6.1 The content of the Agreement shall at all times be kept strictly confidential and not be disclosed to any third party without the prior written consent of the other Party (such consent shall not be unreasonably withheld).

6.2 All information, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a Party, any of its affiliate or to any of their affairs or other business matters, which has been disclosed or may be disclosed to the other Party (the "Receiving Party") or which the Receiving Party has or may otherwise become aware of in connection with the preparation, negotiation, entry into or performance of the Agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the

performance or enforcement of the Agreement nor be disclosed by it to any third Party without the prior written consent of the other Party (such consent shall not be unreasonably withheld).

6.3 The restrictions in Clause 6.1 and 6.2, respectively, shall not apply to information:

- (a) to the extent reasonably necessary to be used or disclosed by the Receiving Party in order for it to secure its interests against the other Party in connection with a dispute, controversy or claim arising out of or in connection with the Agreement or to otherwise enforce its rights under the Agreement;
- (b) that were at the time of its disclosure or which becomes thereafter generally available to the public otherwise than as a consequence of a breach by the Agreement;
- (c) that were already known to the Receiving Party or otherwise in its possession prior to the time of its disclosure;
- (d) that were obtained by the Receiving Party in good faith without restriction from a third party; or
- (e) that the Receiving Party is required to disclose by law or any governmental or other regulatory authority or by any applicable contract or regulations of any applicable stock exchange or other market place.

The Party using or disclosing any information or documentation with reference to any of these exceptions bears the burden of proof to establish that the relevant exception applies.

## 7. Personal Data

7.1 For certain Service(s) that Symetri provides to the Customer, Symetri will process personal data on behalf of the Customer as a processor in accordance with Symetri's at any given time applicable data processing agreement available on Symetri's website (the "Data Processing Agreement").

7.2 The Parties agree that when a Service is provided to the Customer for which Symetri will process personal data on behalf of the Customer as a processor, the Parties will automatically be bound by the corresponding Data Processing Agreement.

7.3 The terms of any applicable Data Processing Agreement shall prevail over these GT&C's regarding the processing of personal data.

## 8. Third Party Services

- 8.1 Symetri may from time to time, in addition to the Services, offer or provide third party software, programs or services ("**Third Party Service(s)**") to the Customer as a part of, or separately from, the Services. Symetri may act as a re-seller or as an agent to such third party. As regards to Third Party Services the Customer may have to accept the terms of use of such Third Party Service in order to use the Third Party Service.
- 8.2 The Customer acknowledges that (i) the Customer must use its own discretion when accessing, installing and using any Third Party Services; and (ii) the Customer's use of any Third Party Services will be governed by terms and conditions of an agreement between the Customer and the applicable third party (which may include fees and costs), to which Symetri is not a party. For the avoidance of doubt, in cases where Symetri acts as an agent to a third party, these GT&C's are not applicable to the Customer's use of such Third Party Services and the Customer needs to enter into an agreement directly with the provider of the Third Party Service regarding license and subscription of such Third Party Service.
- 8.3 The Customer shall always use any Third Party Services in accordance with any agreements between the Customer and the applicable third parties as well as all relevant laws and regulations, and bears sole responsibility for such compliance. The Customer shall indemnify Symetri from and against any costs or claims, arising out of the Customer's use of any Third Party Services.
- 8.4 Symetri provides or offers Third Party Services "as is" without any responsibility what so ever for the Third Party Services or the Customer's use of such Third Party Services. Symetri may at any time change or discontinue to offer Third Party Services.
- 8.5 Symetri is not responsible for any collection, transmission, disclosure, use or deletion of Customer's data by or through any Third Party Services or such third parties. Any processing of personal data by third parties in connection with Third Party Services will be subject to data processing agreements to be entered into between the Customer and such third parties.
- 8.6 Symetri does not in any way warrant the functionality, quality, reliability, security, completeness, usefulness or non-infringement of a Third Party Service. Consequently, the Customer bears all risk associated with accessing, installing and using any Third Party Services. If not otherwise agreed between Symetri and the Customer, any support and maintenance of Third Party Service is to be provided by the applicable third parties, only, in accordance with the agreement between the Customer and such third party. Failure of applicable third parties to provide support, maintenance or other services shall

not entitle the Customer to any refunds or other compensation by Symetri.

- 8.7 Any additional services provided by Symetri to the Customer in relation to Third Party Services, including but not limited to integrations or similar consulting services shall be governed by Symetri's Terms and Conditions for Consulting Services.

## 9. Intellectual Property Rights

- 9.1 Any and all rights, including intellectual property rights to the Services, including but not limited to software, source code and any development or improvements specifically performed on behalf of the Customer are owned by Symetri and, as the case may be, Symetri's suppliers. Except only as expressly stated herein, the Customer is not granted any license, right or franchise in respect of the Services or any part thereof.
- 9.2 Unauthorized use or copy of the Services constitutes unlawful infringement of intellectual property rights and may lead to liability for damages and other remedies in accordance with the legislation in force and/or the Agreement including these GT&C.
- 9.3 Symetri undertakes, at its own cost, to defend the Customer where claims are made or actions are brought against the Customer for infringement as a consequence of the Customer's use of the Services in accordance with the Agreement, provided that the Customer gives Symetri immediate written notice of the existence of the claim or action, and reasonably co-operates with Symetri, at Symetri's cost and expense, in defending or settling the suit, action or proceeding in question. Symetri shall compensate the Customer for any direct loss or damage arising as a result of the infringement.
- 9.4 The Customer shall take all reasonable steps to prevent the Services from being infringed and shall immediately inform Symetri in the event the Customer detects, or suspects, any infringement of the Services.
- 9.5 The Customer is responsible for that the use of any instructions, documents, software, data, specifications or other material or information prepared or provided by the Customer to Symetri ("**Customer Material**") does not constitute unlawful infringement of any third party's intellectual property rights or other rights. The Customer undertakes to fully indemnify Symetri in case any claims are made, or actions are brought, against Symetri for infringement as a consequence of Symetri's use of Customer Material.
- 9.6 What is set forth in Clause 9.3 above applies only if and to the extent (i) the relevant claim or action is not related to any Customer Material, and (ii) the

Customer has not acted or used the Services in breach of the Agreement.

- 9.7 For the avoidance of doubt, Symetri's undertaking to compensate the Customer of any costs under this Clause 9 is subject to the limitation of liability set out below. The remedies set forth above shall be the Customer's sole and exclusive remedies in case of a claim as referred to in Clause 9.

## 10. Limitation of Liability

- 10.1 Either Party shall in no event be liable for (i) any indirect, incidental, special, consequential, punitive or tort damages, nor (ii) for any loss of use or data, or production or for lost profits, savings or revenues of any kind (whether direct, indirect or consequential); no matter what theory of liability, even if the Party has been advised of the possibility of such damages. In addition, in no event shall Symetri's total liability for all damages, losses and causes of action exceed an amount equivalent to the lowest of a) the amount paid or payable by Customer to Symetri for the type of Service causing the damage, loss or cause of action during one (1) year preceding the time of the event causing such damage, loss or cause of action, and b) EUR 100 000.
- 10.2 Any claim for compensation of any kind towards Symetri shall be notified to Symetri without undue delay and at latest three (3) months after the relevant Service was delivered by or from Symetri, unless a specific warranty given prescribe a longer period.
- 10.3 The limitation of liability set forth in Clauses 10.1 and 10.2 does not apply in case of willful misconduct or gross negligence.
- 10.4 For the avoidance of any doubt, Symetri assumes no liability what so ever in relation to any Third Party Services, or the Customer's use thereof.
- 10.5 The Customer is responsible for managing their cybersecurity risk under their own policies and procedures at all times and must take reasonable steps which are in accordance with best industry practice, to prevent cybersecurity incidents from affecting the facilities. Symetri shall not be held liable for any cybersecurity risk, except when caused by Symetri's negligence.

## 11. Force Majeure

If and to the extent that either Party's performance of its obligations under the Agreement is impeded or made unreasonably onerous by circumstances beyond its reasonable control that it could not reasonably be expected to have taken into account at the time the Agreement was entered into, or to have avoided or overcome the effects of, such Party shall be released from liability in damages and any other

penalties for delay in performing or failure to perform such obligations.

## 12. Term and Termination

- 12.1 Unless otherwise is provided in the Agreement, the term of the Agreement apply according to the time period and with the notice period set out in the Agreement, e.g. in a purchase order or Symetri's specific terms and conditions, as applicable for different Services. Regarding courses, these GT&C apply until the courses have been completed.
- 12.2 Symetri may terminate the Agreement with immediate effect if the Customer fails to comply with any terms and conditions of the Agreement, including these GT&C.
- 12.3 If the Agreement is terminated, any rights granted to the Customer pursuant to the Agreement shall automatically cease and the Customer shall immediately cease its use of any Services provided under the Agreement.
- 12.4 Without prejudice to any remedy a Party may have against the other Party for breach or non-performance under the Agreement, either Party shall have the right to terminate the Agreement with immediate effect:
- (a) if the other Party should commit or permit a breach or non-performance of material importance to the other Party and should fail to remedy such breach or non-performance within thirty (30) days after receipt of written notice; or
  - (b) if the other Party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership.
- 12.5 Notice of termination shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved Party.
- 12.6 The provisions contained in the Agreement that are expressed or by their sense and context are intended to survive the termination of the Agreement, shall survive, including but not limited to Clauses 6 (Confidentiality), 10 (Limitation of liability) and 14 (Disputes and governing law) in these GT&C's and any clause that explicitly states that a Party's right under the Agreement shall be perpetual.

## 13. Miscellaneous

- 13.1 Symetri's waiver of any of its rights or remedies under the Agreement must be in writing and duly executed

- by Symetri. No single or partial waiver of any such right or remedy shall preclude any other or further exercise of that or any other such right or remedy.
- 13.2 The Customer may not assign any of its rights or obligations under the Agreement without Symetri's prior written consent. Symetri may assign any of its rights or obligations under the Agreement without the Customer's prior consent, including Symetri's right to receive payment under this Agreement.
- 13.3 Symetri is entitled to sub-contract a third party to perform any of its obligations under the Agreement without the Customer's consent. Symetri is responsible for any, by Symetri, contracted subcontractor's performance as for Symetri's own work, as had Symetri itself acted or omitted to act.
- 13.4 Changes and additions to the Agreement, including to this Clause 13.4, must be in writing and duly executed by the Parties. Notwithstanding the foregoing, Symetri may make amendments to these GT&C's or any other terms under the Agreement with effect three (3) months after a new version of these GT&C's, or any other applicable terms, has been published on Symetri's website or otherwise communicated to the Customer.
- 13.5 The Agreement contains the entire Agreement between the Parties with respect of the subject matter thereof, and supersedes all prior or contemporaneous Agreements or understandings, whether oral or written.
- 13.6 All correspondence and notifications pursuant to the Agreement shall be in writing.
- 14.3 Notwithstanding the foregoing, Symetri may take any legal action necessary at any competent court in the Customer's country of residence for collection of delayed payments. The Parties do hereby accept that the jurisdiction of such court shall apply for such purpose.
- 14.4 The Agreement, including this Clause 14.4, shall be governed by and construed in accordance with Swedish law.

#### **14. Disputes and Governing Law**

- 14.1 Any dispute, controversy or claim arising out of, or in connection with, the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules 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 arbitration proceeding shall be English (unless otherwise is agreed by the disputing parties).
- 14.2 All arbitral proceeding conducted pursuant to Clause 14.1, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceeding shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award, nor be disclosed to any third part without the prior written consent of the Party which the information relates.