

City Network General Terms and Conditions for Public City Cloud

1. Scope, Order of Precedence and Applicability

- 1.1. These General Terms and Conditions (“GTC”) constitutes a part of the Agreement concerning the performance of cloud services within “City Cloud” (the “Services”) supplied to you by City Network Hosting AB’s (org. no. 556630-7806, “City Network”), as further specified in (i) the applicable master agreement; (ii) the order between Customer and City Network; (iii) Commissioned Data Processing Agreement for Public City Cloud; (iv) Service Specifications for Public City Cloud; (v) Extended SLA for Public City Cloud; (vi) Extended Support for Public City Cloud; and (viii) all documents, appendices, and amendments incorporated therein (collectively the “Agreement”) by and between the Customer entity and City Network subsidiary listed in your order for Services.
- 1.2. This document is subject to the terms of the Agreement and is annexed as an appendix to the Agreement. In the event of any conflict between the terms of the Agreement and the terms of these City Cloud GTCs, the relevant terms of the Agreement shall prevail.

2. Definitions

- 2.1. The general terms and conditions has the following definitions:

Terms	Explanation
Affiliates	Any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity’s shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.
Agreement	This Agreement and its Supplement Agreements between City Network and Customer.
Authorized User	Any individual to whom Customer grants access credentials to use the Cloud Service that is an employee, agent, contractor or representative of (a) Customer, (b) Customer’s Affiliates, and/or (c) Customer’s and Customer’s Affiliates’ Business Partners.
Business Partner	A legal entity that requires use of a Cloud Service in connection with Customer’s and its Affiliates’ internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.
City Network Policies	The operational guidelines and policies applied by City Network to provide and support the Cloud Service as defined in the Service Specifications.
Cloud Service	The operational guidelines and policies applied by City Network to provide and support the Cloud Service as defined in the Service Specifications.
Cloud Materials	Any materials provided or developed by City Network (independently or with Customer’s cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service.
Confidential Information	All information City Network protect against unrestricted disclosure to others, or that are deemed conflicted according to the circumstances of their disclosure or their content, including the Agreement. In any case the following information is considered to be confidential: Of Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information.

Of City Network: (i) the Cloud Service, Service Specifications, Cloud Materials and analyses under Section 4.2., and (ii) information regarding City Network research and development, product offerings, pricing and availability.).

Consulting Services	Professional services, such as implementation, configuration, custom development and training, performed by City Network's employees or subcontractors as described in the Supplementary Agreement for Support.
Customer Data	Any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include City Network's Confidential Information.
Intellectual Property Rights	Any patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including knowhow and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Service Specifications	Specifically named "Service Specifications for Public City Cloud", means City Network's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.
Subscription Term	The term of a Cloud Service subscription identified in the applicable Service Specifications, including all renewals.
Supplement	The supplemental terms and conditions that apply to the Cloud Service and that are incorporated in the Service Specifications and Supplementary Agreements.
Usage Metric	The standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in the Service Specifications.

3. Usage Rights

- 3.1. City Network grants to Customer a non-exclusive, non-transferable right to use the Cloud Service (including its implementation and configuration), Cloud Materials and Service Specifications solely for Customer's and its Affiliates' internal business operations according to the terms and conditions as specified in these City Cloud GTCs. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Service Specifications.
- 3.2. Customer may permit Authorized Users to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users. How to provision users is described in appropriate Service Specifications for the Cloud Service.
- 3.3. With respect to the Cloud Service, Customer will not (i) disassemble, decompile, reverse-engineer, copy, translate or make derivative works, (ii) transmit any content or data that is unlawful or infringes any intellectual property rights, or (iii) circumvent or endanger its operation or security of the Cloud Service.
- 3.4. City Network is entitled to fully or partly suspend the Service in the event that the Customer does not meet the obligation set out in these City Cloud GTCs or constitute any material harm to the Cloud Service. City Network will notify Customer of the suspension. City Network will limit the suspension in time and scope as reasonably possible under the circumstances, however City Network is also entitled to terminate the Agreement if the Customer fail to remedy the damage.
- 3.5. The Cloud Service may include integrations with web services made available by third parties that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third-party web services are not part of the Cloud Service and the Agreement does not apply to them.
- 3.6. The Cloud Service may include the option to use licensed software from third parties, such as operating systems or database management systems. All licensed software has separate user agreements and subject to terms and conditions with those third parties. This Agreement does not apply to third party software agreements.

4. City Network's Responsibilities

- 4.1. City Network provides access and support to the Cloud Service as described in the Service Specifications.
- 4.2. City Network or City Network Affiliates may use anonymous information relating to use of the Cloud Service to prepare analyses. Analyses do not contain Customer Confidential Information. Examples of analyses include: optimizing resources and support, research and development, verification of security and data integrity, internal demand planning, industry developments and anonymous benchmarking with other Customers. City Network may provide non-anonymous benchmarking services with Customer's prior written consent.
- 4.3. City Network uses reasonable organizational measures and security technologies in providing the Cloud Service. As a data processor, City Network will implement technical and organizational measures referenced in the applicable Commissioned Data Processing Agreement to secure personal data processed in the Cloud Service in accordance with applicable data protection law or up to the extent permitted by another applicable law.

5. Customer's Responsibilities

- 5.1. Customer is responsible for the content of its Customer Data and submitting it into the Cloud Service. Customer grants to City Network, including its Affiliates and subcontractors, a non-exclusive right to process Customer Data (including personal data) solely to provide and support the Cloud Service, including but without limitation (i) preparing backup, (ii) performing penetration tests and, (iii) to verify Customer's compliance with provisions set out in this Agreement.
- 5.2. Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.
- 5.3. Customer will maintain reasonable security standards for its Authorized Users use of the Cloud Service. Customer is solely responsible for determining the suitability of the Cloud Service for the Customer's business process and for complying with all applicable legal provisions regarding Customer Data and its use of the Cloud Service.

6. Fees

- 6.1. In return for the Services and usage rights provided by City Network to Customer, the Customer shall pay to City Network the fees per updated as set out in the applicable Service Specifications. Said fee shall be calculated pricelist based on the current Usage Metrics. All actions taken by Authorized Users from the Customer that drives cost according to the Service Specifications will result in fees that are noncancellable and non-refundable.
- 6.2. City Network shall invoice and the Customer pay the fees in the currency shown in said price list. Should no currency be shown in the price list, the fees shall be deemed to be in EUR. Transfer fees and similar bank charges shall be paid by the Customer. All fees are exclusive of value added tax and other governmental charges and taxes, which shall, if applicable, be paid by the Customer in addition to the fees.
- 6.3. All fees are invoiced monthly in arrears. Each invoice is due 30 days after invoice date. Late payment is charged interest according to the Swedish Interest Act (Swe: Räntelagen).
- 6.4. If the Customer is delinquent in payment of any portion of an invoice, City Network may, in addition to any other remedies it may have, including termination, suspend access to the Service and/or provision of all Services to the Customer. City Network may charge fees for administrating invoices and payments and reminders due to late payment. City Network shall be entitled to charge a fee for any payment reminders and reserves the right to send the same via e-mail to an invoice reference provided by the Customer. The Customer shall be responsible for the reasonable costs incurred by City Network when collecting overdue fees.
- 6.5. If the Customer fully or partially defaults on payment more than 10 days after a reminder was sent, City Network is entitled to suspend Customer's use of the Cloud Service until full payment have been made.
- 6.6. Price Changes. City Network may change the price of the Services at any time. City Network will notify the Customer at least 30 days prior to the price change enters into effect. If the price change is material (i.e. more than 10 %) and Customer do not agree to the price change, Customer may terminate the Agreement by providing three (3) months' notice.
- 6.7. All payments made by the Customer shall be applied first to settle all costs and interest due and then to those invoices which have been outstanding for the longest time, even if the Customer states that the payment relates to an invoice of a later date.
- 6.8. In the event of a material changes in economic, financial, legal or technological circumstances, such as, but not limited to official decisions of governmental authorities or courts, proposed changes to laws or changes to the price for components or licenses that form part of the Services, that causes adverse economic consequences to City Network and thereby rendering difficulties to perform City Network's contractual obligations under this Agreement, the Customer shall indemnify City Network for any increased costs that City Network is forced to accept in order to supply the Service.

7. Service level commitments

- 7.1. City Network warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the Service Specifications or Supplement ("Service Level Agreement", "SLA"). Notwithstanding the foregoing, City Network does not guarantee network availability between Customer or Customer Network and the City Network hosting servers, as such availability can involve numerous third parties and is beyond the control of City Network.
- 7.2. Customer's sole and exclusive remedy for City Network's breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow City Network's posted credit claim procedure. When the validity of the service credit is confirmed by City Network in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.
- 7.3. In the event City Network fails to meet the SLA (i) for four consecutive months, or (ii) for five or more months during any 12-months period, or (iii) at a system availability level of least 95% for one calendar month, less scheduled maintenance, Customer may terminate its subscriptions for the affected Cloud Service by providing City Network with written notice within thirty days after the failure.
- 7.4. Customer's right for compensation under section 7.3 is subject to (i) the Cloud Service is not used in accordance with the Agreement or Service Specifications, (ii) any non-conformity is caused by Customer, or by any product or service not provided by City Network, or (iii) if the Cloud Service was provided at no cost.

8. Warranties and Indemnification

- 8.1. City Network warrants that it will provide the Cloud Service: (i) in substantial conformance with the Service Specifications; and (ii) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.
- 8.2. City Network makes no representations and disclaims any and all warranties including, but not limited to, warranties concerning satisfactory quality, fitness for a particular purpose, service levels, up-time, results from use of the Services, noninfringement of third party's Intellectual Property Rights or that the Services is free of malware or other harmful components.
- 8.3. Third Party Applications and Integrations. City Network makes no representation nor do they warrant, endorse, guarantee, or assume responsibility for any third-party applications or integrations (or the content thereof) or any other product or service advertised or offered by a third party on or through the Services, or featured in any banner or other advertising.
- 8.4. Quality of User Data. City Network makes no representations and disclaims any and all warranties concerning satisfactory quality of Customer Data, fitness for a particular purpose and results from interpretation and use of the Customer Data.
- 8.5. Collection of Data. Since Customer Data and Personal Data collection is depending on several factors, such as, but not limited to, (i) that Customer, User or other party appointed by Customer or User, complies with instructions from City Network for the use of Services and thereto attributable software or installation or configuration processes, City Network makes no representation nor do City Network warrant, endorse, guarantee, or assume responsibility for that Customer Data and Personal Data collection may be performed or upheld at all times.
- 8.6. Customer's sole and exclusive remedies and City Network's entire liability for breach of the warranty under Section 8.1 will be: (i) the rectification of the deficient Cloud Service, and (ii) if City Network fails to rectify, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within three months of City Network's failure to rectify.
- 8.7. Except as expressly provided in the Agreement, neither City Network nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of City Network or product roadmaps in obtaining subscriptions for any Cloud Service.
- 8.8. Customer warrants that the use of the Service will not be misused. For the purpose of this Section, misused shall mean: (i) acting non-compliant with applicable laws on Personal Data and data security; (ii) spreading information which can be seen as illegal or seeks to be used for illegal activities; (iii) irresponsible processing of collected or complied Personal Data; (iv) or in any way engaging in acting which can cause harm to City Network, City Network System or City Network other customers.
- 8.9. Customer further warrants that: (i) it has the software that is required in order to use the Services, or which otherwise is clearly required for such use; (ii) it has the necessary software agreements and licenses in place to allow City Network's performance of the Service under this Agreement; (iii) that it is entitled to let City Network process Customer Data and Personal Data in the Cloud Services; (iv) that it complies with any applicable law on personal data and data security; and (v) that Customer, or party appointed by Customer, will comply with Documentation, instructions and manuals for the use of the Services supplied by City Network.

- 8.10. Personal Data and Warranties Indemnity - Customer shall indemnify City Network from and against claims from third parties based on (i) Customer's failure to obtain consents for City Network's processing of Personal Data and (ii) failure to fulfill obligations set out in Section 5 and the warranties set out in Sections 8, Customer's warranties. Customer shall indemnify and hold City Network harmless in case Customer should breach any of its obligations in Sections 8.1 above. Customer shall further indemnify City Network if the Parties are subject to an administrative fee, claim or award for damages arising out of the Agreement.

9. Intellectual property rights and indemnification

- 9.1. City Network's Services are protected by Intellectual Property Rights, such as, but not limited to, patent right, copyright, trademarks, design rights and such generis database rights. Any and all Intellectual Property Rights attributable to the Services, ("Intellectual Property Rights") are the sole and exclusive property of City Network or its third-party licensors.
- 9.2. Customer understands and agrees that Customer's rights or access to the Intellectual Property Rights are limited to those rights expressly granted in this Agreement and do not include any other licenses or implied rights. Customer shall promptly notify City Network of any actual or threatened misappropriation or infringement of Intellectual Property Rights which come to Customer's attention.
- 9.3. Intellectual Property Rights Indemnity - City Network shall have no liability to Customer regarding any action or claim alleging intellectual property infringement based upon any conduct involving (i) the use of the City Network Service in combination with other devices or software not supplied by City Network (including without limitation any application software produced by Customer) or (ii) the alteration, modification or customization of the Service by any person other than City Network, or by City Network based on Customer' specifications or otherwise at Customer's direction or (iii) any failure to install an update to the City Network Service provided by City Network.
- 9.4. In the event of an intellectual property infringement action or claim against City Network which is based on any conduct described in the preceding Section 9.3, Customer shall at its own expense defend such action or claim, and Customer shall pay any and all damages and costs finally awarded against City Network in connection with such action or claim, provided that City Network notifies Customer promptly in writing of such action or claim, City Network gives Customer sole control of the defense thereof (and any negotiations for settlement or compromise thereof), and City Network cooperates in the defense thereof at Customer's expense.

10. Limitation of liability

- 10.1. Except for breach of confidentiality and Intellectual Property Rights or claims, the following limitation of liability shall apply. Each party's aggregate liability during any calendar year (1 January - 31 December) is limited to injury caused by grossly negligent or willful behavior and is limited to will not exceed the lower of (i) annual subscription fees paid for the applicable Cloud Service, or (ii) one (1) Swedish Price bas amount (according to Förordningen (2015:536) om prisbasbelopp och förhöjt prisbasbelopp 2016).
- 10.2. Neither party is liable for indirect or consequential damages.
- 10.3. Except with regard to payment of fees and violation of Intellectual Property Rights, a party loses its right to damages (as well as off set), price reduction and other compensation if the party fails to forward such claim for damages to the other party within three (3) months after the party discovered (or reasonably should have discovered) the cause for the claim.

11. Information

- 11.1. Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that City Network may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of City Network's marketing efforts (including reference calls and stories, press testimonials, site visits).
- 11.2. Customer agrees that City Network may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with City Network.

12. Confidentiality

- 12.1. City Network agrees to not disclose or transfer any information regarding the processing of the Personal Data or any other information received under this Agreement to any third party. The obligations stated in this Section do not apply; (i) information which a party can show was known for the public at the time of receipt, or (ii) information that a party issued to submit to the authority.
- 12.2. The Parties shall disclose Confidential information only to employees or subcontract personnel who need to know the Confidential information for their work in connection with the approved purpose or employees in the legal unit that is part of the same group as the Recipient, and who need to know the Confidential information for their work in connection with the

performance of the Agreement. The confidentiality obligation shall survive the term of the Agreement.

13. Legally Required Disclosures

- 13.1. Except as otherwise required by law, City Network will promptly notify Customer of any subpoena, judicial, administrative or arbitral order of an executive or administrative agency or other governmental authority ("Demand") that it receives and which relates to the Personal Data City Network is processing on Customer's behalf.
- 13.2. At Customer's request, and to the extent permitted by law, City Network will provide Customer with reasonable information in its possession that may be responsive to the demand and any assistance reasonably required for Customer to respond to the demand in a timely manner.
- 13.3. Upon the effectiveness of the GDPR, the Processor is obligated, on request, to collaborate with the Data Protection Authority. This provision will take precedence to any confidentiality obligations which City Network concluded with the Customer.

14. Termination

- 14.1. The Agreement may be cancelled by written notice with immediate effect and without liability if: (i) the other party commits a material breach of this Agreement, which is not remedied within thirty (30) days of written notification, or (ii) the other party suspends its payments generally or should enter into liquidation, be declared bankrupt or otherwise be deemed insolvent or enter into composition or a non-bona fide company reorganization.
- 14.2. City Network is entitled to terminate this Agreement if the Customer violates any provisions in this Agreement concerning usage right, use restrictions, Customers undertaking, payment terms, Intellectual Property Rights, warranties and confidentiality and has not remedied the breach within thirty (30) days of notice written notice.
- 14.3. City Network reserves the right to audit Customer's use of the City Network Cloud Services to ensure that Customer is in compliance with the terms of this Agreement.
- 14.4. Upon the effective date of expiration or termination of the Agreement: (i) (i) Customer's right to use the Cloud Service and all City Network Confidential Information will end; (ii) Customer shall immediately pay City Network any amounts payable or accrued but not yet paid to City Network, including any deferred payments or payments originally to be made over time, alternatively, Customer will be entitled to a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination; (iii) provided that Customer has paid all amounts owed to City Network hereunder, City Network shall, upon written request received within 30 days of termination, provide any Customer or Authorized User who has purchased access rights to the Service with access to the Service for a period of twenty four (24) hours for the limited purpose of exporting Customer's Data; (iv) City Network shall immediately terminate access to the Service; and (v) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement.

15. Return and Deletion of Personal Data Upon End of Services or at Customer's Request ("Data Portability")

- 15.1. During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case City Network and Customer will find a reasonable method to allow Customer access to Customer Data. Before the Subscription Term expires, Customer may use City Network's selfservice export tools (as available) to perform a final export of Customer Data from the Cloud Service.
- 15.2. Following termination of this Agreement and depending on what the Customer decide, City Network shall, and shall make any potential subcontractor to, either return or otherwise make available for retrieval Customer's Personal Data and copies in the services environment. Following the return of the data, or as otherwise agreed, City Network will promptly delete or otherwise render inaccessible all copies of Personal Data from the production services environment, except as may be required by law. Retained data is subject to the confidentiality provisions of the Agreement.

16. Modifications to the City Cloud GTCs

- 16.1. The Cloud Service and City Network Policies may be modified by City Network. City Network will inform Customer of modifications at least one (1) month before the effective date of such changes by posting the updated terms on the Website or as otherwise deemed necessary by City Network. The information will be delivered by email if the modification is not solely an improvement. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Supplement.
- 16.2. If the modification result in a material disadvantage for the Customer, the Customer may terminate its subscriptions of the affected Cloud Service by providing written notice to City Network within thirty days after receipt of City Network's information notice. If the Customer has not terminated its subscriptions within the period of time prescribed above, the Customer shall be deemed to have accepted the changes.

17. Force Majeure

- 17.1. Any failure or delay by City Network in the performance of its obligations under this Agreement shall not be deemed a breach of contract if such failure or delay is caused by fire, flood, earthquake, scarcity in electricity, cyberattacks, elements of nature, public utility electrical failure, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, or labor difficulties, court order, authority decisions, power outage, delays or disruptions of the Internet or telecommunications Network including city fiber Network, national and international access points that connect internet service providers, third party non-performance, non-standardized methods, material, or any other similar cause beyond the reasonable control of City Network. City Network does not accept any liability for the consequences arising out of any such force majeure events.

18. Miscellaneous

- 18.1. This Agreement with any appendices or referred end-user agreement constitute the entire agreement between the Parties and shall supersede all prior written or oral agreements between the Parties regarding the subject matter of this Agreement.
- 18.2. You may not transfer or assign any rights or obligations and licenses granted under this Agreement without City Network's prior written consent.
- 18.3. City Network may assign and transfer any of its rights or obligations under this Agreement, including any Personal Data, at any time in connection with the sale (whether by merger, asset sale, equity sale or otherwise) of (i) City Network, (ii) the City Network's Services or (iii) a portion of City Network or the City Network Services that would reasonably require the acquirer of said portion to be assigned such rights to the Customer Data. Any change of control transaction is deemed an assignment hereunder.
- 18.4. Unless otherwise agreed, any amendment or modification to this Agreement or any of the appendices must in writing order to be binding for the Parties be in writing and signed by both Parties.
- 18.5. Electronic Signature. Electronic signatures that comply with applicable law are deemed original signatures.
- 18.6. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

19. Governing law and dispute resolution

- 19.1. The Agreement shall be governed by the substantive laws of Sweden, without reference to the choice of law, conflict of law provisions thereof and exclusive of UNICTRAL.
- 19.2. In the event of any legal proceedings or inquiries relating to Customer Data or Personal Data, City Network will as a matter of first resort cooperate with Customer and resolve any issues by means of mediation where the Parties will be represented by the CEO or such person as the CEO appoints.
- 19.3. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm, Sweden and the language to be used in the arbitral proceedings shall be Swedish, or English as applicable.
- 19.4. Any and all information disclosed during or otherwise in connection with the arbitration procedure including the content of the award constitutes Confidential Information.