

# SPECIAL CONDITIONS

## SUPPLIER'S "CLOUD COMPUTING"

### APPLICATION VERSION 2010

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These special conditions are intended to be applied when the supplier has to make available an application owned or developed by the supplier, or a third-party application for which the supplier has a special responsibility pursuant to the Contract for use by the customer within the framework of a Cloud Computing service. The Special Conditions are intended to be applied together with the General Conditions. In the event of a conflict between the content of the General Conditions and these Special Conditions, these Special Conditions shall have priority.

#### 1. Definitions

##### General Conditions

General Conditions Cloud Computing Version 2010 published by IT & Telecom Companies within Almega.

##### The Application

The program or the programs that the supplier owns or has developed or a third-party application to which the special conditions shall be applicable pursuant to the Contract and that the supplier shall make available within the framework of the Service.

##### Other defined terms

Other terms beginning with a capital letter in these Special Conditions shall have the meaning laid down in the General Conditions.

#### 2. Contractual Application

2.1 As of the Initial Day the supplier shall make available the update, version or release of the Application as described in the Contract with such changes as follow from point 4.

#### 3. Licence conditions for the Application

3.1 The customer is only entitled to use the Application for the number of Users stated in the Contract and otherwise as provided in point 6 in the General Conditions or otherwise as provided in the Contract.

#### 4. Updates and new versions of the Application

4.1 The supplier shall implement new updates and versions that the supplier has developed and to the extent the supplier finds suitable for the Service.

4.2 The provisions of point 5.4 in the General Conditions apply to the implementation of new updates/versions. However, the supplier may also, even though this may cause inconvenience to the customer, implement updates to the Application in order to protect the Service for reasons of security.

#### 5. Documentation

5.1 The supplier shall make available necessary user documentation, should such be available, for using the Application, in the form of manuals or other instructions. User documentation shall be in Swedish or English.

#### 6. Faults in the Application

6.1 In the event of faults in the Application the provisions of this point 6 shall apply instead of point 19 in the General Conditions. By fault in the Application is meant a deviation from the product descriptions used by the supplier for current updates/version or releases of the

application and deviations from generally applicable norms or equivalent software.

6.2 If there is a fault in the Application the supplier shall rectify it as promptly as the circumstances require. The supplier's liability does not include faults that are of no significance for the intended use of the Application and that do not cause the customer any inconvenience.

6.3 Faults in the Application are rectified by means of a correction or by the provision of instructions on how to circumvent the fault. To be able to claim the existence of a fault for which the supplier is liable the Customer shall report it to the supplier within a reasonable period of time after discovery of the fault. The Customer shall state, and if necessary show, how the fault manifests itself.

6.4 The supplier's liability for faults in the Application does not include:

- a) faults caused by changes to or interference with the Application or Service made by the Customer,
- b) external attack by viruses or other external sources, provided the supplier has taken workmanlike action to protect the Service against such an attack; or
- c) other circumstances for which the Customer or a third party is liable or that are in some other way beyond the supplier's control.

6.5 If the Customer has reported a fault and it turns out that there is no fault for which the supplier is liable, the Customer shall compensate the supplier for services provided in accordance with the supplier's current tariff.

6.6 If the supplier has not rectified the fault with the promptness the circumstances require the Customer may send the supplier written final and reasonable notice of when this must be done. If the fault has not been rectified by the time the notice has expired the Customer is entitled to such a reduction in the price of the Service as corresponds to the fault and, if the supplier has shown negligence, is entitled to damages subject to such limitations as follow from the Contract.

6.7 The supplier's liability for faults is limited to the above, except insofar as the case involves malicious intent or gross negligence, and the Customer is not entitled to make any other claims on the supplier on account of faults in the Application.

#### 7. Infringement of rights

7.1 In the event of infringements owing to the use of the Application this point 7 shall apply instead of point 14 in the General Conditions.

7.2 The supplier undertakes at his own expense to defend the Customer if claims are made, or legal action is taken against the customer owing to breach of patents, copy-

right, rights to printed circuit patterns in semiconductor products or other rights arising from the use of the Application in Sweden and other agreed countries. The supplier also undertakes to compensate the Customer for such compensation and damages without any limitation of liability in accordance with point 20 in the General Conditions that the Customer may become liable to pay as the result of a settlement or legal decision. The supplier's undertaking is conditional on 1) the supplier having been informed in writing within a reasonable period of time by the Customer of the claims made or legal action taken and on 2) the supplier having sole right to conduct the defence against such legal action or carry out negotiations on an agreement or settlement.

7.3 If it is finally determined that an infringement has occurred and the supplier has been entitled to participate in the court or settlement proceedings in the manner laid down in point 7.2, or if in the supplier's own judgement it is likely that such an infringement has occurred, the supplier shall at his own expense either guarantee the Customer's right to continue to use the Application or

product components or replace it with another equivalent product, the use of which does not involve an infringement, modify it in such a way that there is not infringement, or give three months' notice of termination of the Contract. If the Supplier does not fulfil his obligations as stated above within a reasonable period of time, the Customer is entitled to such a reduction in the price as corresponds to the reduction in the value of the Service as a result of the infringement. Should the infringement involve significant inconvenience for the Customer the Customer is entitled to give written notice to the supplier of immediate cancellation of the Contract. If the Customer terminates the Contract the Customer is entitled to damages.

7.4 The supplier's liability for the Customer's infringement of a third party's rights in connection with the use of the Application is limited to the above, except in the event of malicious intent or gross negligence. The Customer is not entitled to make any other claims against the supplier arising herefrom.