



GENERAL TERMS AND CONDITIONS

1. Definitions

In this Agreement, capitalised terms shall have the meanings set out below.

"Agreed Service Commencement Date" means the earlier of (i) the date from which the Services shall be provided by Ingrid to the Customer according to the Order Form, and (ii) the date the Services are available for use by the Customer.

"Agreement" has the meaning set out in the Order Form.

"Annual Order Volume" means the committed Order volume indicated by the Customer on the Order Form.

"Customer" has the meaning set out in the Order Form.

"Customer Data" means electronic data and information, including personal data (as defined in the DPA), processed by Ingrid via the Services or while providing support to Customer.

"Customer Equipment" has the meaning given to it in Section 3.2.

"Defect" means a deviation in the Services from the requirements set forth in this Agreement, other than in availability. The Defect priority levels are set forth in [Appendix 1](#).

"End-Customer" means the Customer's customer, making a purchase and thereby activating the Services at the Customer.

"Fees" means the aggregate fees payable by the Customer under this Agreement, including Transaction Fees, implementation, support and consulting fees.

"Ingrid" has the meaning set out in the Order Form.

"Order" means an order placed by Customer or an End-Customer through the Services. An Order is chargeable by Ingrid each time it activates a module or feature in the Services in accordance with the Fees set out on the Order Form, i.e. one Order may incur several Transaction Fees.

"Order Form" means a separately signed document referencing these General Terms and Conditions which specifies the Services ordered by the Customer as updated from time to time.

"Part(y/ies)" means Ingrid and/or the Customer.

"Services" means the delivery experience platform provided by Ingrid to Customer as specified on the Order Form and updated from time to time.

"Subscription Term" means the term for Customer's use of the Service as set forth on the applicable Order Form.

"Transaction Fee" means the fees payable for the agreed Services on a per Order basis, as set out in the Order Form and "Transaction Fees" means all of them.

“User Support” means support relating to the use of the Services, such as regarding how to best use the functionality of the Services.

2. Grant of license

Ingrid grants to the Customer a non-exclusive, non-transferable, worldwide and limited license to use the Services for the intended purpose and in accordance with the terms of this Agreement during the term of the Agreement.

3. The Customer’s use of the Services

3.1 The Customer undertakes to only use the Services in accordance with this Agreement and any written instructions issued by Ingrid from time to time regarding the usage of the Services.

3.2 The Customer undertakes to cooperate with Ingrid and, upon request, provide Ingrid with any data and/or information required for Ingrid to provide and implement the Services or provide User Support in accordance with this Agreement.

3.3 The Customer is solely responsible for and has verified that its hardware, software and IT-infrastructure meet the technical specifications for the Service.

3.4 The Customer warrants that it has secured all necessary rights, consents, and permissions to use Customer Data with the Service and grant Ingrid the right to use the Customer Data specified in this Agreement, without violating third-party intellectual property, privacy or other rights. Between the Parties, Customer is responsible for the content and accuracy of Customer Data.

4. Availability, User Support and Defects

4.1 Ingrid will keep the Services available and provide User Support in accordance with the Order Form and Appendix 1.

4.2 Upon request, the Customer shall provide reasonable assistance to Ingrid or its representatives to enable Defect correction, including providing access to the Customer’s relevant hardware and operating system software or providing data.

4.3 Ingrid is not responsible for Defects or deviations from the agreed service levels attributable to (a) failure of any non-Ingrid products or services, (b) any content or data stored or used by Customer in conjunction with the Service, (c) any breach being attributable to Customer or any third party acting on its behalf, (d) or circumstances outside Ingrid’s responsibility according to Section 10.

4.4 Ingrid does not verify that data provided by Customer or End-Customers into the Service is correct and is therefore not responsible or liable for any unintended or undesired consequences as a result of incorrect data being provided when using the Services. The same applies if the Customer has provided incorrect technical specifications or dependencies to Ingrid or failed to verify Ingrid’s technical requirements.

4.5 Customer is solely responsible for (a) the security and backup of its data, (b) the accuracy and completeness of all data entered by Customer in the process of using the Services, (c) archiving and verifying its data, (d) maintaining a fall-back solution/service in the event of Service outage, downtime or irresponsiveness, (e) keeping all software

and hardware current with the latest security patches and updates, (f) protecting its network from unauthorized access, and (g) employing up-to-date encryption technology or other appropriate means to protect the security of its data while transmitted, electronically or otherwise.

4.6 Ingrid's liability for Defects and availability is exhaustively regulated in this Section 4 and in [Appendix 1](#).

5. Remuneration

5.1 Customer shall pay the Fees specified in the Order Form. Fees are invoiced in accordance with the Order Form.

5.2 Payment obligations are non-cancellable and Fees paid are non-refundable.

5.3 Transaction Fees are paid in advance based on the Annual Order Volume indicated on the Order Form. Unused Orders do not rollover to the next year during the Subscription Term but will become null and void by the end of the year. Orders in excess of the Annual Order Volume will be rolled up and charged by Ingrid as overage charges after the end of the year at the applicable cost per Order set out in the Order Form.

5.4 The Fees based on the Annual Order Volume apply during the initial Subscription Term, unless the Customer wishes to increase the Annual Order Volume, in which case Customer and Ingrid shall update the Order Form with the new Annual Order Volume together with any Fee changes. The Annual Order Volume cannot be reduced during the Subscription Term.

5.5 All invoices sent by Ingrid shall be paid in full no later than 30 calendar days

from the invoice date. In case of any overdue payment, Ingrid is entitled to charge 10 per cent interest on the invoiced amount or the maximum rate permitted by law, whichever is lower. Should the Customer's payment be more than 30 days overdue, Ingrid is entitled to suspend the Customer's access to the Services and/or terminate the Agreement in whole or in part.

5.6 Customer shall dispute any Fees within 2 months from the invoice date.

5.7 The Fees do not include VAT or any other taxes and/or customs duties. Each Party shall be responsible to pay any VAT, taxes and/or customs duties applicable to the Party's business.

5.8 Ingrid is entitled to adjust the Fees annually in accordance with the change in Labor Cost Index (AKI) for white-collar workers (LCI tjm) published by Statistics Sweden (SCB). The Fees are adjusted with the LCI for white-collar workers, private sector (LCI tjm), SNI 2007, Industry B-S excluding O, preliminary index figures with base year 2008=100. The adjustment will be effective on the first day of the month following each anniversary of the Agreed Service Commencement Date without any notification to the Customer.

5.9 Certain Fees may include fees payable by Ingrid to third parties for the Services, e.g. messaging and email service providers. If any such third party increases its prices, Ingrid shall be entitled to increase its Fees in equal measure upon 30 days notice to reflect the increased cost.

6. Intellectual property rights

6.1 Ingrid and its licensors are and shall remain the sole and exclusive owners of all intellectual property rights,

know-how and all other similar proprietary rights in and to the Services, and/or derivative works developed, created or acquired by either Party in connection to the performance of this Agreement. The Customer acquires no right, and this Agreement does not constitute any transfer or assignment of any rights, in or to the Services other than the rights explicitly set out in this Agreement. This includes, for the avoidance of doubt, any development of the Services that Ingrid may carry out irrespective of if such development is made upon the Customer's request or not. The Customer acknowledges and agrees that the design of the Services requires that Ingrid's logotype is visible on the Customer's website or web shop.

6.2 The Customer may not reverse engineer, decompile, modify, adapt, make any copy, or create a derivative work of the whole or any part of the Services for any purpose, and may not assign, transfer, sublicense, sell, lease, rent, charge or otherwise deal in or encumber the Services, use the Services in a service bureau or application services provider capacity, or remove or alter any copyright or other proprietary notice on any part of the Services. The Customer may only create copies of the Services to the extent necessary for security and back-up purposes.

6.3 The Customer grants to Ingrid a nonexclusive license to use and modify the Customer's data to the extent necessary for Ingrid to comply with its obligations under this Agreement. In addition, Ingrid is entitled to store, modify and use anonymized and aggregated data relating to the Customer's use of the Services which Ingrid gains access to by providing the Services. The data may only be used for the purpose of

developing or improving the Services or for Ingrid's development of new services. Additionally, Ingrid may share anonymous usage data on an aggregate basis in the normal course of operating its business; for example, Ingrid may share information publicly to show trends about the general use of its Services or the e-commerce market.

7. Marketing

7.1 Ingrid is entitled to use the name and logo of the Customer and refer to it as a user of the Services in sales-related material, press releases and other marketing material.

7.2 If the Customer markets or in any other way publishes its partners' and/or its other suppliers' names and/or trademarks on the Customer's website, Ingrid shall be entitled to equivalent marketing.

8. Confidentiality

8.1 Each Party undertakes not to disclose confidential information which it has received from the other Party to a third party without the other Party's prior consent. Confidential information shall include any information disclosed to the other Party in connection with the Agreement, whether in writing or orally. Third party information of technical, commercial or any other nature which either Party has taken part of within the scope of the Agreement is considered confidential information unless there are objective and reasonable ground to not consider the information confidential. Further, confidential information does not include information which:

- (i) is part of the public domain, or which comes into the public

domain through no breach of this Agreement,

- (ii) at the time of disclosure was already in the possession of the receiving Party, as evidenced by the receiving Party,
- (iii) the other Party is obliged to disclose according to applicable laws and regulations or decisions by a court of law or public authority, or
- (iv) the other Party received from a third party who in turn was not bound by a confidentiality obligation in relation to the information.

8.2 Ingrid is entitled to share confidential information with its subcontractors, external advisors and companies within Ingrid's company group, provided such parties are bound by confidentiality obligations equivalent to the obligations under this Agreement.

8.3 The confidentiality obligations in this Section 8 shall apply during the term of this Agreement and for three years following the termination of the Agreement.

9. Personal data

9.1 When providing the Services, Ingrid will process certain personal data on behalf of the Customer. For these purposes, the Parties have entered the data processing agreement set out in Appendix 2.

9.2 Ingrid may also be the controller over certain personal data in connection with the Services, which will be processed in compliance with applicable laws.

10. Force majeure

10.1 If the performance of this Agreement or any obligation hereunder is prevented or restricted by reasons beyond the reasonable control of a Party including, but not limited to, computer related attacks, hacking, or acts of terrorism, the Party so affected shall be excused from such performance and liability to the extent of such prevention or restriction. This shall also apply to damages incurred due to Swedish or foreign enactments, governmental actions, pandemics, wars, strikes, blockades, boycotts, lock-outs or other similar circumstances affecting the Services, even if Ingrid itself is involved in the strike, blockade, boycott or lock-out.

10.2 If either Party's performance of its obligations under the Agreement are prevented to a material extent in accordance with Section 10.1 above for more than one month, the other Party may terminate the Agreement in writing with immediate effect.

11. Amendments to the Agreement

11.1 Any changes to the terms of this Agreement shall be agreed in writing and duly signed by each Party's authorized representative to be effective.

11.2 Notwithstanding Section 11.1 above, Ingrid is entitled to amend the Agreement in whole or in part with 30 days' prior written notice if (i) such change does not materially affect the Customer negatively, or (ii) such change is necessary in order for Ingrid to adhere to applicable laws and regulations.

12. Amendments to the Services

12.1 The Customer is aware that Ingrid develops and updates the Services' interface and functionality on a

continuous and proactive basis, for the purpose of improving the Services for the Customer and the End-Customer. This means that Ingrid may add, change or remove functionality in the Services and that Ingrid may communicate and interact directly with End-Customers. Changes are often motivated by recurring requests from Ingrid's customers and End-Customers. Changes may also be necessary due to changes attributable to third-party suppliers engaged by Ingrid or other third-party solutions affecting the Services. Changes that Ingrid deems to be material shall be communicated to the Customer with reasonable notice. For the avoidance of doubt, a Defect shall not have occurred if the Services deviate from the Agreement due to Ingrid's development, upgrade or change of the Services.

12.2 Ingrid may from time to time release updates such as but not limited to patches and workarounds. The Customer is not obligated to install such updates. However, the Customer may not invoke its right to Defect correction for a Defect which Ingrid has handled by releasing an update.

12.3 Ingrid may further make material changes to the Services by releasing a new version of the Services. The Customer shall be informed of any new versions and whether the version requires that the Customer performs a material reintegration. For 6 months following the release of a new version, Ingrid shall provide the Services under the previous version with full functionality, User Support, availability and Defect correction. However, Ingrid does not guarantee any development or changes of the previous version of the Services during such period and might remove the

previous version from availability once the 6-month period has expired.

13. Miscellaneous

13.1 **Entire agreement.** This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof. Any prior oral or written communications, representations or agreements relating to the subject matter shall be replaced by the Agreement.

13.2 **Subcontractors.** Ingrid is entitled to engage subcontractors for the performance of its obligations under this Agreement.

13.3 **Assignment.** Ingrid shall be entitled to assign the Agreement to another party within the same company group as Ingrid or to a third party as part of an acquisition of all or a substantial part of Ingrid's business operations. The Customer may not assign the Agreement without Ingrid's prior written consent.

13.4 **No warranty.** Except as expressly provided herein, the Services are provided "as is" without any warranties of any kind, including that the Services will meet the Customer's requirements, be error-free, will perform uninterrupted or that the results that may be obtained from the use of the Services will be accurate, complete or reliable.

13.5 **Compliance with laws.** Each party shall comply with all laws and regulations applicable to it in performing its obligations pursuant to this Agreement.

14. Limitation of liability

14.1 Each Party's aggregate and total liability under this Agreement shall be limited to the Fees paid by Customer

during the 12 months preceding the event causing the liability. If the Agreement has not been in force for 12 months, the average monthly payment shall be calculated and multiplied by 12.

14.2 No Party shall in any event be liable to the other Party for any indirect or consequential damages, including but not limited to, loss of production, loss of data, loss of business, loss of investment, loss of revenue or loss of goodwill. Ingrid shall furthermore not be liable for its failure to meet its obligations under this Agreement if such failure is caused by (i) incorrect information from the Customer, or (ii) any other failure of the Customer to comply with this Agreement.

14.3 The limitation of liability set out in this Section 14 shall not apply to (i) the Customer's obligations under Section 3, (ii) breaches of Sections 6 or 8, (iii) the Customer's failure to provide the necessary information to the End-Customer in accordance with this Agreement, (iv) the Customer's obligation to pay issued invoices, or (v) breaches of the Agreement due to gross negligence or wilful misconduct.

15. Term and termination

15.1 This Agreement applies from the date of signature by both Parties and continues until expiration or termination of all Subscription Terms, unless otherwise terminated as permitted by this Agreement.

15.2 Each Subscription Term applies from the Agreed Service Commencement Date and for the term specified on the Order Form. Each Subscription Term will renew for successive periods unless (a) the Parties agree on a different renewal Order Form or (b) either Party notifies the other of non-renewal at least 90 days

prior to the end of the then current Subscription Term.

15.3 Each Party may terminate this Agreement, including any Order Form, with immediate effect in whole or in part if:

- (i) the other Party commits a material breach of the Agreement,
- (ii) the other Party repeatedly or continuously is in breach of the Agreement and fails to cure such breach within 30 days following receipt of notice of the breach,
- (iii) the other Party provides incorrect or misleading information or fails to provide significant information, or
- (iv) the other Party is declared bankrupt or such an application is made, goes into liquidation, initiates composition proceedings, is subject to company restructuring or makes an assignment for the benefit of creditors.

15.4 Upon the termination of this Agreement, the Customer undertakes to immediately remove all of Ingrid's logotypes, trademarks and all other references to Ingrid from the Customer's website or web shop and its communications such as, but not limited to, marketing material.

15.5 A notice of termination or any other correspondence relating to the Agreement shall be made in writing by postal service, carrier or e-mail to the contact details provided in this Agreement or that otherwise has been agreed in writing between the Parties.

16. Applicable law and dispute resolution

16.1 This Agreement shall be governed by Swedish law.

16.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be determined by a court of general jurisdiction with the Stockholm District Court as first instance.

Participants

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