

Updated 2024-04-25

Kepler Cloud General Terms and Conditions

These general terms and conditions (the "Terms") apply when Kepler Technologies AB ("we", "us", "Kepler") provides a service to a company, organization or other legal entity ("Customer"). The service provided is specified in an agreement between Kepler and the Customer (the "Agreement"). In the event of a conflict between negotiated terms in the Agreement and its Appendices and these Terms, the negotiated elements of the Agreement and its Appendices shall take precedence.

1. Scope of the Service

- 1.1. The Supplier shall perform the agreed Services as they are specified in the Subscription Agreement.
- 1.2. The Agreement consist of (1) the Subscription Agreement to be signed by the Customer, (2) these general terms, (3) Service Level Agreement and (4) Data Processing Addendum (DPA), and (5), as applicable, any service descriptions made available to you by Kepler.
- 1.3. In the event that the description of the Service consists of various documents and in the event these documents contain conflicting information, the most recently prepared document shall take precedence.
- 1.4. These Terms are only applicable to Kepler Cloud data centers within the European Union. Specific terms apply to data centers outside the European Union.

2. Usage Rights to the Cloud Services

- 2.1. Subject to fulfilment of these Terms and payment of the Fees, Kepler grants to Customer a non-exclusive, non-transferable, revocable and limited right to access and use the Kepler Cloud Services (including its implementation and configuration), solely for Customer's and its Affiliates internal business operations. Permitted uses and restrictions of the Cloud Services.
- 2.2. Customer may permit Authorized Users to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users. Under no circumstances, will Kepler have any liability to your Authorized Users. How to provision users is described in appropriate Service Specifications for the Cloud Service.
- 2.3. 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.
- 2.4. Kepler is entitled to fully or partly suspend the Service in the event that the Customer does not

meet the obligation set out in these Terms or constitute any material harm to the Cloud Service. Kepler will notify Customer of the suspension. Kepler will limit the suspension in time and scope as reasonably possible under the circumstances, however Kepler is also entitled to terminate the Agreement if the Customer fail to remedy the damage.

- 2.5. The Cloud Service may include integrations with web services made available by third parties 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.
- 2.6. 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.

3. Add-On Services

- 3.1. The Customer can choose to supplement the Service with different Additional services that Kepler offers from time to time. For currently the following Additional Services are available to choose from (note that Kepler's service range may vary during the Agreement period).
 - Backup & Disaster recovery
 - Consulting services
 - Archive storage
 - Networking & Load balancer
 - Extended SLA
 - Domain names
 - DNS services
 - Cloud Engineer & DevOps
 - Third Party Software and Licenses
- 3.2. The customer can during the Agreement period add or remove Additional services via the Control Panel, in accordance with the terms which applies to each Additional Service.

4. Managed Cloud Terms

- 4.1. A managed contract is a contract that has been signed and approved by your customer success manager for fixed resource quotes on a contractual term of minimum twelve 12 months
- 4.2. The Contract Term for the Service is specified in the Agreement and is calculated from the delivery date of the Service. The delivery date is stated in the Agreement, or in the order confirmation from Kepler.
- 4.3. After the Contract Term, the Contract Term shall be automatically extended on a rolling basis of **twelve (12) months as specified in your Subscription Agreement.**
- 4.4. Customer may terminate the Managed Cloud terms for any reason observing a notice period **three (3) months.**
- 4.5. Termination of the Agreement must be in writing to billing@keplercloud.se or to your customer success manager or contact.

5. Public Cloud Terms

- 5.1. Kepler Cloud offers “self-catered” services when signing up on keplercloud.se these services are credit based on usage and demand.
- 5.2. Unless otherwise agreed in writing, we will charge the Cloud Service by debiting prepaid Credits from your Account. The Credits are non-refundable and non-transferable unless otherwise decided by Kepler Cloud at its sole discretion. Through your Account, you can download invoices for the Credits you have purchased.
- 5.3. After the Contract Term, the Contract Term shall be automatically extended on a rolling basis with three (12) months, or twenty-four (24) months, as specified in your Subscription Agreement
- 5.4. Customer may terminate the Managed Cloud terms for any reason observing a notice period three (3) months.
- 5.5. Termination of the Agreement must be in writing to billing@keplercloud.se or to your customer success manager or contact.

6. Termination for Cause

- 6.1. 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.

- 6.2. Kepler 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.
- 6.3. Kepler reserves the right to audit Customer’s use of the Kepler Cloud Services to ensure that Customer is in compliance with the terms of this Agreement.
- 6.4. Upon the effective date of expiration or termination of the Agreement: (i) Customer’s right to use the Cloud Service and all Kepler Confidential Information will end; (ii) Customer shall immediately pay Kepler any amounts payable or accrued but not yet paid to Kepler, 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 Kepler hereunder, Kepler 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) Kepler 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.

7. Kepler’s Commitments

- 7.1. Kepler is entitled to use subcontractors and is responsible for the work of the subcontractor as for its own work.

7.2. After signing the Agreement, Kepler shall examine the conditions for providing the Service. Kepler shall inform the Customer before the desired delivery date if the necessary conditions are not met and shall then be entitled to terminate the Agreement immediately without the right of either party to make any claim against the other party. The final delivery date may vary depending on the circumstances of the individual case.

8. Customer's Commitment

- 8.1. The Customer warrants that the representative entering into the Agreement on its behalf has the necessary rights and authority to enter into legally binding agreement with the Supplier on behalf of the Customer.
- 8.2. When creating an account with us, you must provide us with accurate and complete information as require, and keep your information up to date. If you provide us with false information, we may suspend your accounts.
- 8.3. You are obligated to pay for any orders that you or any of your Authorized Users submit through your account. We reserve the right to limit or restrict your ability to place orders.
- 8.4. Customer's regulatory compliance. Prior to entering into an order governed by this Agreement, Customer is solely responsible for determining whether the Services meet Customer's technical, business or regulatory requirements. Supplier will cooperate with Customer's efforts to determine whether use of the standard Services is consistent with those requirements. Additional fees may apply to any additional work performed by Supplier or changes to the Services. Customer remain solely responsible for Customer's regulatory compliance in connection with Customer use of the Services.
- 8.5. The Customer is responsible for ensuring that the necessary permits from authorities and third parties are in place with respect to the Customer's premises.
- 8.6. The Customer shall provide Kepler with access free of charge to the necessary space in the Customer's premises for the provision of Services, including electricity, heating, and cooling.
- 8.7. Customer shall provide Kepler with such information as Kepler deems necessary for the delivery and troubleshooting of the Services, such as addresses and other information about the premises where the Services are to be delivered.
- 8.8. The Customer is liable for all actions or inaction under its account.
- 8.9. The Customer must keep and safeguard log in details securely and for personal use. No sharing of accounts or passwords are allowed. If you or

any users would violate this obligation, we may suspend or terminate your accounts.

- 8.10. The Customer may not resell or share the Service with other companies (e.g. commercial web host, ISP or telecom operator). Agreements for this must be signed separately and in the event of a breach of this, Kepler is entitled to renegotiate the Agreement.

9. Changes to the Service

- 9.1. Kepler has the right to change the scope and content of the Service in whole or in part due to changed circumstances that are beyond Kepler's control.
- 9.2. If reasonably possible, Kepler shall inform the Customer at least one month before the change takes effect by e-mail to the Customer and post a notice on keplercloud.se/service-change
- 9.3. If the change is substantially disadvantageous to the Customer, the Customer has the right to terminate the Service in writing within six (3) months of the notification of the change. If the Customer does not terminate the Service within three (3) months, the Customer is to be considered as having accepted the change.

10. Fees, Billing and Payment

- 10.1. In return for the Services and usage rights provided by Kepler to Customer, the Customer shall pay to Kepler the fees as set out in the applicable Agreement or Order.
- 10.2. The fee may consist of a variable fee, fixed fee, one-time fee, billing fee and/or start-up fee. Said fee shall be calculated pricelist based on the current Usage Metrics (as set out in the applicable Price List).
- 10.3. All actions taken by Authorized Users from the Customer that drives cost according to the price list will result in fees that are non-cancellable and non-refundable.
- 10.4. The applicable price list is available from Kepler's Customer Service.
- 10.5. For Additional Services, the Customer must pay according to the Kepler price list valid at any time. Has agreement has been reached on hourly compensation, debiting takes place according to current billing with agreed hourly rates.
- 10.6. In addition to the fee, the Customer shall pay VAT and other public charges.
- 10.7. Invoicing is done quarterly in advance unless otherwise agreed in writing. The Customer shall pay the invoice within twenty (30) days of the invoice date unless otherwise agreed in writing.

- 10.8. Billing for Services shall commence at the time agreed by the Parties in the Agreement or on any other agreed delivery date or, if delivery is delayed for reasons solely attributable to Kepler, from the actual delivery date.
- 10.9. During the term of the Agreement, Kepler is entitled to request advance payment or that the Customer provide security for the performance of the Agreement if this appears justified because of a credit check. Interest is not charged on advance payments. Kepler shall also be entitled to draw from the amount of the advance payment as security amounts corresponding to its outstanding claims.
- 10.10. 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.
- 10.11. If the Customer has not objected to the invoice within eight (5) business days of the invoice date, the Customer shall be deemed to have accepted the invoice.
- 10.12. If the Customer fully or partially defaults on payment more than 10 days after a reminder was sent, Kepler is entitled to suspend, in part or in its entirety, Customer's use of the Cloud Service until full payment has been made.
- 10.13. In the event of late payment, Kepler is entitled to charge interest on the late amount, a reminder fee and collection costs in accordance with this section. If the Customer does not pay the overdue invoice despite a reminder, Kepler is entitled to suspend the Service with immediate effect, terminate the Agreement and charge the full fee for the remaining Contract Period. If the Service is put back into use after suspension, Kepler is entitled to charge the Customer an administrative fee for this.

11. Price Changes

- 11.1. Price Changes. Kepler may change the price of the Services at any time. Kepler 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.
- 11.2. *Hardship.* 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 Kepler and thereby rendering

difficulties to perform Kepler's contractual obligations under this Agreement, the Customer shall indemnify Kepler for any increased costs that Kepler is forced to accept in order to supply the Service.

- 11.3. *Compulsory Service Improvement:* Amendment / add-on in the Services required by mandatory laws and regulations. For Compulsory Service Improvements, the Supplier may charge Customer for Customer's Proportional Share of Development Cost, but not more than ten percent of the total development cost incurred by the Supplier for the Compulsory Service Improvement, provided that the service improvement can be shared with other Customers. In the event that the Service Improvement becomes unique to the Customer, the Payment Terms for Customer-Specific Changes shall apply.
- 11.4. *Custom-Specific Changes:* Change / add-on in the Services specifically requested or ordered by the Customer and not shared with other Customers to the Supplier. In the event that Customer-Specific Changes entail increased costs for the Supplier, Customer shall be charged in accordance with Kepler's Price List. Changes that are not applicable to the Supplier's default service are Custom-Specific Changes.
- 11.5. *Changes to Customer's Policies.* To the extent that the Customer or Supplier would change its security or environmental policies and this entails that Kepler needs to make changes to its production of the Services and if this would cause Kepler's costs to increase or decrease, the Kepler or Customer shall be able to initiate a discussion regarding any adjustment of compensation. In such discussion, Kepler and Customer shall act with honest and good intent.

12. Public Cloud Services - Payment Terms and Service Credits

- 12.1. To utilize the Service, maintaining a positive Credit balance in your Account is essential. You are responsible for ensuring an adequate amount of Credits in your Account at all times to cover the service fees for your subscribed Service. Should your Credit balance deplete to zero or become negative, Kepler Cloud reserves the right to suspend your Service access. In the event of a negative or zero balance, if you fail to replenish Credits within a reasonable timeframe set by Kepler Cloud (minimum of fourteen (14) days), the Agreement will be deemed terminated. Your Account will be closed, and all Customer Data will be deleted. Notably, you are still liable for applicable service fees (such as storage and IP address fees) during any suspension period until the Agreement's termination.
- 12.2. Payment delays will result in:

- (a) Balance below -100 SEK in credit will pause your resources;
- (b) 14 days past due: Automatic Service termination without notice. Restoration after 14 days is subject to a 500 SEK fee per instant, server and service;
- (c) 30 days past due: Permanent deletion of services and data.

13. Improper Use and Suspension of the Service

- 13.1. The Customer shall take reasonable steps to ensure that the Service is not subject to improper use. Misuse means:
 - a. Use contrary to Swedish law.
 - b. Dissemination of information that can reasonably be deemed to be unlawful or that is done with the aim of committing unlawful acts, to incite or enable another to commit unlawful acts.
 - c. Mass calls or unsolicited mass mailings (so-called spamming) that cause interference with the Kepler network or the Service.
 - d. Knowingly engaging in activity that causes disruption to the Service (e.g. distributed denial of service) for the Customer at Kepler or third parties, whether connected to Kepler's network or the network of another operator.
 - e. Irresponsible dissemination of personal data.
 - f. Unauthorized access to information, networks or systems belonging to Kepler, or other actions that cause considerable inconvenience to Kepler, Kepler's systems or Kepler's customers.
- 13.2. Kepler reserves the right to audit Customer's use of the Kepler Cloud Services to ensure that Customer is in compliance with the terms of this Agreement.
- 13.3. Kepler has the right to suspend the Service in whole or in part if the Customer fails to comply with its obligations under clause 13.2 or the Agreement in general. If the Customer does not take immediate remedial action despite a reminder, Kepler is entitled to terminate the Agreement with immediate effect and is then entitled to charge a fee for the remaining Contract Period.
- 13.4. The Customer shall indemnify Kepler for all other damages, including costs resulting from claims by third parties against Kepler due to the Customer's breach of clause 13.2.

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14. Provision of the Service, Service Levels, Warranties

- 14.1. *Limited warranty.* Kepler will perform the Services (i) in substantial conformance with these Terms and the applicable service specifications; and (ii) with the degree of skill and care reasonably expected from a skilled and experienced supplier of services substantially similar to the nature and complexity of the Cloud Service.

Kepler 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, non-infringement of third party's Intellectual Property Rights or that the Services is free of malware or other harmful components.

- 14.2. *Quality of User Data.* Kepler 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.
- 14.3. *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 Kepler for the use of Services and thereto attributable software or installation or configuration processes, Kepler makes no representation nor do Kepler warrant, endorse, guarantee, or assume responsibility for that Customer Data and Personal Data collection may be performed or upheld at all times.
- 14.4. *Customer's sole and exclusive remedies* and Kepler's entire liability for breach of the warranty under this Section will be: (i) the rectification of the deficient Cloud Service, and (ii) if Kepler fails to rectify, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within three months of Kepler's failure to rectify.
- 14.5. *No implicit warranties.* Except as expressly provided in the Agreement, neither Kepler 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 Kepler or product roadmaps in obtaining subscriptions for any Cloud Service.

- 14.6. *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 Kepler, Kepler System or Kepler's other customers.
- 14.7. *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 Kepler's performance of the Service under this Agreement; (iii) that it is entitled to let Kepler 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 Kepler.
- 14.8. *Rectification.* If you consider that the Services provided to you was not performed as described in the relevant service description, you must promptly provide us with a written notice that describes the deficiency in the Services. Kepler will strive to correct possible deficiencies in the Services, but if such correction is not commercially reasonable for Kepler and the deficiency has a material effect on your use of the Services, you have the right to terminate the deficient Services.
- 14.9. *Sole remedy.* You are entitled to compensation for unscheduled interruptions in the provision of the Service in accordance with the SLA, Appendix 3. The SLA-compensations will be paid in the form of service credits to be set off against any future payments, and may not be exchanged for cash or other forms of payment.

15. Limitation of Liability

- 15.1. Any liability of Kepler shall not extend to indirect loss, consequential loss (including loss of production and income, loss of data and damage to other people's property) or damage which could not reasonably have been foreseen by Kepler.
- 15.2. Kepler will not be liable for any additional costs, loss or damage resulting from a person or entity corrupting, exploiting, or destroying information through unauthorized access to the Customer's system.
- 15.3. In any event, Kepler's maximum liability to the Customer under this Agreement shall be limited to a total maximum of SEK 10 000 per the last 12-month period during the term of the Agreement.
- 15.4. The above limitations of liability shall not apply to damage caused intentionally or by gross negligence, or to liability which, under the applicable law, cannot be excluded.
- 15.5. In order to be valid and enforceable, the Customer must present any claims for damages within six (6) months after the occurrence of the event giving rise to the claim.

16. Third-Party Products

- 16.1. *Third Party Applications and Integrations.* Kepler 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.
- 16.2. If you use Third-Party Products in connection with the Service, you must comply with the contract and licence terms of the Third-Party Products. Kepler is responsible only for the provision of our Services. Any Third-Party Products are provided by the relevant third parties and covered by their terms of service or licence agreements. Kepler do not assume any liability with regard to Third-Party Products or their use, whether or not they are linked to the Service
- 16.3. Certain Third-Party Products, such as Microsoft Windows Server operating systems, cannot be used in the Service unless licensed from Kepler. We will provide additional information regarding such Third-Party Products upon request.

17. Force Majeure

- 17.1. Any failure or delay by Kepler 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 networks including city fiber networks, 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 Kepler. Kepler does not accept any liability for the consequences arising out of any such force majeure events.

18. Customer Data and Personal Data

- 18.1. As between Kepler and the Customer, the Customer retains all title and intellectual property rights in and to the Customer Data. Customer grant Kepler the right to host, use, process, display and transmit Customer Data to provide the Service in accordance with the Agreement.
- 18.2. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Data, and for obtaining necessary rights and consents related to Customer Data to allow Kepler to perform the Service. If you do not have necessary rights or consents related to the Customer Data, you are not allowed to upload or store such Customer Data in the Service.
- 18.3. Within a reasonable time after the termination or expiry of the Agreement, or after you have permanently ceased using the Services, Kepler will delete all Customer Data under your Account, unless Kepler is obliged to retain copies of the Customer Data pursuant to applicable laws or orders of governmental authority.
- 18.4. If the Customer Data contains personal data, the provisions of our Data Processing Addendum (DPA), Appendix 4, shall govern the processing of that personal data by Kepler. With the exception of obligations relating to the personal data set forth in the DPA, we do not assume any liability with respect to the Customer Data.
- 18.5. You must ensure that the Customer Data does not infringe any third-party intellectual property
- 18.6. rights or violate any applicable laws or regulations. You shall not upload or store any illegal content, or any infringing, offensive,

threatening, libellous, defamatory, or otherwise inappropriate data or content to the Service.

- 18.7. Customer is responsible for making necessary and appropriate backup copies of the Customer Data stored in the Service. Such backup copies must be stored outside the Service.
- 18.8. For information on how we handle personal data, please refer to our privacy policy available at keplercloud.se

19. Confidential Information

- 19.1. Confidential information means information (technical, commercial, or otherwise) that can reasonably be considered to be confidential in nature, except for:
- Information that is in the public domain
 - Information which the Party can demonstrate that the Party has known about before
 - Information which the Party obtains from a third party without being bound by any obligation of confidentiality in relation to that third party.
- 19.2. Both Parties undertake not to disclose confidential information to third parties.
- 19.3. Either Party may disclose Confidential Information to employees and subcontractors who need access to the information to perform the Agreement and shall be responsible for their compliance with the provisions of the Agreement.
- 19.4. Kepler may disclose Confidential Information to another company within the HDL Group.

20. Intellectual Property Rights

- 20.1. All title and intellectual property rights pertaining to and in the Services (including all modifications, extensions, customizations, scripts or other derivative works of the Service provided or developed by Kepler) are exclusive property of Kepler or its licensors. Any rights in the Service or Kepler's intellectual property not expressly granted herein by Kepler are reserved by Kepler. Moreover, Kepler has the right to collect and process aggregated, anonymized data that is derived from and/or created through the use of the Service by the Customer and/or its Authorized Users, provided that the data does not identify the Customer or any natural person.
- 20.2. The Customer grants Kepler a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Service (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by the

Customer or any Authorized User relating to the operation or functionality of the Service.

21. Marketing

- 21.1. Subject to the Customer's prior written approval, the Customer grants to Kepler a right to use the Customer's business name and logo as a public reference on Kepler's website and in sales and marketing materials.
- 21.2. Kepler may ask the Customer to participate in a case study Kepler the Customer's use of the Service. Kepler is not allowed to publish the case study without the Customer's prior approval. Provided that the Customer approves the case study, Kepler shall have a royalty-free, perpetual, worldwide right and licence to reproduce, publish, distribute, and translate the case study, whether in written or recorded form. The case study may be used on Kepler's website, Kepler's social media channels (such as YouTube, and LinkedIn), and other sales and marketing presentations and materials.

22. Special rules for micro, small and non-profit enterprises

- 22.1. According to the Swedish Law, lagen (2022:482) om elektronisk kommunikation (LEK), certain provisions granting rights to consumers in LEK, lagen (2005:59) om distansavtal och avtal utanför affärslokaler and marknadsföringslagen (2008:486) also apply to micro-enterprises, small enterprises and non-profit organisations, unless they have expressly agreed to derogate from the provisions. These provisions relate to:
 - a. information to be provided prior to the conclusion of a contract (Chapter 7, Section 1 § of LEK, Chapter 2, Section 2 § distansavtal och avtal utanför affärslokaler and Section 22 a § marknadsföringslagen),
 - b. the maximum duration of the contract (Chapter 7, Section 8 § LEK),
 - c. package offers, applicability of certain provisions of the LEK to other services or terminal equipment offered together with an electronic communications service (Chapter 7, Section 26 § LEK),
 - d. the extension of the initial contract period in the case of contracts for additional services (Chapter 7, Section 27 § LEK).
- 22.2. By the Agreement, the Customer agrees that these provisions are waived and shall not apply.

23. Decommissioning of Cooperation

- 23.1. Settlement. In connection with the settlement of the Agreement, the Supplier shall, regardless of the reason for termination, by itself or its subcontractors, assist the Customer in the necessary manner: (a) the services covered by this Agreement; (b) the services which otherwise should reasonably be performed by the Supplier, and (c) the transfer of information as follows of the applicable Data Processing Amendment and Addendum to secure personal data processed in the Service in accordance with applicable privacy and data protection laws.
- 23.2. Supplier's Continued Support. The Supplier shall during the transition period, when transferring the services to the Customer or its new supplier, continue to perform its duties and obligations under this Agreement, without interference and with the maintenance of knowledge during the termination period, may be transferred to the Customer and such new service provider ("Successor") as the Customer advises.
- 23.3. Settlement Plan. The Supplier shall, within one (1) calendar month, after request for Settlement and Settlement Services from the Customer, describe and propose a settlement plan. Settlement work shall be carried out within a reasonable period, but not less than three (3) calendar months from the request for settlement. In connection with settlement, the Supplier shall provide the Customer, or Customer, with the documentation, Program Code, and all data and material that is the Customer's property. At Customer's request, the Supplier shall destroy / erase any copies of the said material, as according to the data protection and privacy laws and stated in the Commissioned Data Processing Amendment and Addendum to secure personal data processed in the Compliant Cloud Service.
- 23.4. Transition to Successor. At the Customer's request, the Supplier shall provide all the knowledge reasonably requested to facilitate the transition of the Services to the Successor (such transfer shall include, but not be limited to, the provision and explanation of all policies, processes, standards, procedures, data and related procedures that are necessary to facilitate and accomplish a transfer and resumption of the Services), as according to the data protection and privacy laws and stated in the Commissioned Data Processing Agreement and Addendum to secure personal data processed in the Compliant Cloud Service.
- 23.5. Costs. As regards the costs of closing the managed services, the following shall apply: (a) For Services also provided before End Date, the same Repayment shall apply as before End Date; and (b) For services not provided before Expiration Date and for Termination / Termination Assistance, these shall be invoiced on an ongoing basis based on the Supplier's

Consultancy Prices in accordance with the Agreement, or, as such, no indication of prices, according to the Supplier at what time the applicable general price list.

24. General Rules

- 24.1. *The Status of the Parties.* Nothing contained in these Terms will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. It is the Customer's responsibility and liability to keep any accounting documents and information in order and to pay all applicable taxes and charges.
- 24.2. *Updates to the Terms.* We may make modifications to these Terms, including pricing. Any updates to Terms will be published on our website, be sent to you by email or published in the administrator's portal, or otherwise as required by law. The updated Terms will apply from the date of publication on our website (see the date of "Valid from") and your continued use of our Services will constitute your acceptance. 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.
- 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 Kepler within thirty days after receipt of Kepler'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
- 24.3. *Surviving Terms.* The following Sections shall survive the expiration or termination of this Agreement: Termination and Effect of Termination; License Rights; Restrictions; Data Protection; Confidentiality; Feedback; Warranty; Limitation of Liability and Indemnification; Applicable Law and Dispute Resolution. Any provision under these Terms that, by its nature or to give effect to its meaning or purpose, should survive termination or expiration of these Terms and apply to respective successors and assignees.
- 24.4. *Entire Agreement.* These Terms constitutes the entire agreement between the Parties, and no promise, undertaking, representation, warranty or statement by either Party prior to the date of these Terms shall affect these Terms.
- 24.5. *Assignment.* These Terms may be assigned by either party without notice in the event of a merger or sale of substantially all of the assigning company's assets or stock. We may assign our rights to any other company within our group of companies controlled entity at our discretion.

The obligations under these Terms shall be binding on and inure to the benefit of both Customer and the Supplier, their successors, and permitted assigns.

- 24.6. *Severability.* If any provision of these Terms is found to be held invalid by a court competent jurisdiction, that provision only will be limited to the minimum extent necessary, and the remaining provisions will remain in full force and effect.
- 24.7. *Waiver.* The waiver or failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

25. Export Control and Sanctions

- 25.1. The Services may be subject to export control and sanctions laws and regulations of the European Union (EU), United States (US) and any other relevant jurisdictions ("Sanctions Regulations"), and the Parties agree to comply with such Sanctions Regulations.
- 25.2. Customer represent and warrant that you (or any of your owners, directors or officers) or the Authorized Users are not designated under or targeted by any Sanctions Regulations, and that you are not acting on behalf of any such individual or person.
- 25.3. Customer are not allowed to use, distribute, transfer or transmit the Service or related technical information (even if incorporated into other services or products) in violation of the Sanction Regulations, and in particular you will not permit any Authorized User to access or use the Service in a country or region subject to Sanction Regulations (such as Cuba, Iran, North Korea, Syria or the Crimea Region).

26. Definitions

- 26.1. *Affiliates,* means as to a party, any other person that directly or indirectly controls, or is controlled by or under common control with such entity, with 'control' as applied to any person being the direct or indirect ownership of more than fifty percent (50%) of the equity or voting interest in such person.
- 26.2. *Confidential Information,* means any and all information (whether oral, written or in some other tangible or disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party") or that is otherwise obtained by the Receiving Party under or in connection with the applicable Agreement and that is marked as confidential, by its nature is confidential or relates to the business, products or affairs of the Disclosing Party, including any technical

information concerning the design and operation of the Software.

- 26.3. *Connection Point*, means the point at which the Property Network connects to the Kepler network.
- 26.4. *Customer Premises*, means Premises owned, leased, or occupied by the Customer, and where Kepler is to provide the Service, as applicable.
Documentation, means the user manuals, help files, release notes and other documentation (excluding marketing materials) published by the Supplier that is made available to Customer in connection with the Service.
- 26.5. *End-User*, means a user of the Customer, whether an employee, consultant or temporarily hired person.
- 26.6. *Intellectual Property Rights*, means any and all intellectual property rights including patents, trademarks, design rights, copyright, rights in databases, Know-How, Look and Feel, domain names and all similar rights (whether or not registered or capable of registration and whether subsisting in any part of the world) together with any and all goodwill relating or attached thereto and all extensions and renewals thereof.
- 26.7. *Know-How*, means any know-how, confidential information, trade secrets, experience, drawings, designs, production methods, code, notes, flow charts discoveries, specifications, diagrams, technology, research, methods of formulation, results of tests and field trials, specifications of materials, composites of materials, formulae and processes and technical information including the benefit of all related obligations of confidentiality.
- 26.8. *Look and Feel or Elements*, means visual presentation, color scheme, logic and structure, presentation, graphics, website navigation methods, HTML code, meta-tag structures and similar.
- 26.9. *Initial Plan*, means the 24 months term the Customer initially signs up for; unless otherwise agreed in writing.
- 26.10. *Renewal Term*, means the 12 months term that following the Initial Term, unless otherwise agreed. Each time the subscription is renewed
- 26.11. *Service*, means a service specified in the Parties' Agreement.
- 26.12. *Subscription Term*, means the Initial Term for your subscription as initially stated in the Order For, and as long as you continue subscribe to the service in your Renewal Term.
- 26.13. *Support Services*, means the standard maintenance and support services.

27. Changes in these Terms

- 27.1. These Terms apply until further notice. Kepler has the right to amend these Terms and such amendments shall enter into force one month after the amendment has been made publicly available on keplercloud.se.
- 27.2. If the amendment is to the substantial disadvantage of the customer, the customer has the right to terminate the Agreement with effect from the entry into force of the amendment. The termination must be in writing and must be made at the latest within three (3) months of the customer being informed of the change. If the Customer does not terminate the Agreement within the specified period, the Customer shall be deemed to have accepted the change.
- 27.3. Oral agreements must be confirmed in writing by Kepler.

28. Governing Law and Dispute Resolution

- 28.1. The Agreement shall be governed by Swedish law, without reference to the choice and conflict of law provisions thereof.
- 28.2. In the event of any legal proceedings or inquiries relating to Customer Data or Personal Data, Kepler 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.
- 28.3. Any dispute arising out of, or in connection with the Agreement, shall be finally settled in the Swedish public courts, with the District Court of Helsingborg as the court of first instance.

29. Contact Information

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