



APICA GENERAL TERMS AND CONDITIONS

Last Updated: December 6, 2023

DEFINITIONS

"Activation Date" means the date when purchase/subscription under each Order Form commences, as set forth in applicable Order Form.

"Affiliate" means any entity controlling or controlled by or under common control with a Party where control is ownership of more than 50 % of the equity or voting rights of such entity.

"API" means application programming interface enabling communication between the Services (the library/functions/variables etc.) and other Customer or third-party software applications, scripts, plug-ins or alike.

"Apica" means **APICA AB**, its affiliates or entities authorized by Apica to provide Services.

"Apica Content" means Apica-supplied texts, audio, video, graphics and other information and data available by means of the Services and/or Apica's website.

"Applicable Data Protection Law" refers to all privacy and personal data legislation applicable to the personal data including EU General Data Protection Regulation (GDPR) 2016/679 and any national laws adopted pertaining to this regulation. The term includes binding guidelines, opinions, recommendations and decisions from supervisory authorities, courts, or other authorities.

"Availability" means that Services shall be considered available so long as the Customer is able to login and access the Apica user interface and see application performance data.

"Committed Fee" means any and all minimum fees and compensation set forth in the Order Form and/or Statement of Work (SOW) that are committed by the Customer for applicable Term(s).

"Confidential Information" shall have the meaning set forth in Section 17.

"Contract" means these General Terms together with any applicable Order Form.

"Customer" means the entity or person that orders/subscribes for Services and Support Packages and/or Professional Services.

"Customer Data" means all data submitted by the Customer to Apica using the Services.

"Customer Interruption" shall have the meaning set forth in Section 7.

"Data Processing Agreement" means Apica's data processing agreement, required to be accepted by the Customer pursuant to applicable data protection law, as further detailed in Section 9 in these General Terms and in the Data Processing Agreement.

"Deliverables" means all software, documents, reports, summaries, schedules, plans, notes, supporting materials, recommendations, drawings, and other similar works of authorship specifically developed for the Customer, whether in hard copy or electronic form, to be provided by Apica to the Customer or prepared by Apica for the Customer as Professional Services pursuant to the terms in the General Terms, Service Description, and any applicable SOW.

"Documentation" means any Apica-supplied specifications, user guides, manuals and other documentation that explain the installation (if applicable), use and functions of the Services, including but not limited to related system and service documentation, all comments, procedural language, materials useful for understanding and using the Services.

"Effective Date" means the date when each Order Form and/or SOW is duly executed by the Parties.

"General Terms" means Apica's General Terms and Conditions for purchase/subscription and use of Services, and the provision of Support Packages and Professional Services, as in effect from time to time.



"Maintenance Time" means time during which maintenance of the Services occur.

"Order Form" means each document and any amendments and supplements thereto, duly executed by the Parties, that set forth the ordering and purchase/subscription of Services and/or Support Packages and additional terms with reference to and incorporating the Service Description, Effective Date, Activation Date(s), Term (duration) of subscription/use, price and payment terms and other documents, as executed by the Parties.

"Party" or **"Parties"** means the Customer and Apica individually or jointly.

"Personal Data" means any information relating to an identified or identifiable natural person (data subject) where an identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as name, an identification number, location data, or an online identifier.

"Professional Services" means the professional services to be provided by Apica pursuant to SOW in accordance with the terms and conditions set forth in the Service Description. The terms set forth in the Service Description and applicable SOW shall apply to Professional Services provided by Apica.

"Service" or **"Services"** (in singular or plural) means Apica's services and/or software products ordered and subscribed by the Customer as specified in Order Form, and any subsequent updates, upgrades, bug fixes, work around, or other services and/or products delivered or made accessible to the Customer by or on behalf of Apica to the Customer in connection with the Services. Apica's Services are listed and described in the Service Description, as in effect from time to time.

"Service Description" means description of the Services, usage requirements, Support Packages, Professional Services, and related terms as in effect from time to time, located at www.apica.io/service-description or at such other URL communicated by Apica to Customer in writing.

"Service Credits" has the meaning set out in the applicable Order Form.

"Service Time" shall have the meaning set forth in Section 7.

"Renewable Term" means each renewed successive term pursuant to Section 19.

"SOW" means one or more agreed Statement(s) of Work, duly executed by the Parties, in accordance with the terms and conditions for Professional Services set forth in Service Description, pursuant to which Apica shall provide Professional Services to the Customer.

"Support Packages" means On- and Off-Site Support Packages which consist of the support service(s) to be provided by Apica in accordance with the terms and conditions set forth in the Service Description, designed to complement standard support services with a higher level of technical expertise based on Customer requirements.

"Term" means the length of each use/subscription of Services and/or provision of Support Services as set forth in the applicable Order Form, as further governed by these General Terms.

"Third Party Materials" means any third-party content and materials.

"Third Party Services" means any gateways, links or other functionality that may be included in the Services and that allows the Customer to access third party services.

1. SERVICES, SUPPORT PACKAGES, PROFESSIONAL SERVICES

The General Terms apply between Apica and the Customer regarding the provision and use of **Services** and **Support Packages**. The Customer may subscribe for Services and/or Support Package by executing (signing) applicable Order Form(s), which shall become effective upon Apica's countersignature (Effective Date). Each Order Form shall by reference incorporate the General Terms and applicable Services and/or Support Packages as listed in the Service Description. In consideration for fees and compensation payable by the Customer hereunder, Apica shall provide the Services and/or Support Packages set forth in applicable Order Form(s). Unless agreed otherwise between the Parties, any conflict between an Order Form and the General Terms and/or Service Description, the content of the Order Form shall prevail.

Apica shall provide Professional Services subject to a SOW. The General Terms apply between Apica and the Customer regarding the provision of Professional Services. The terms set forth in Service Description and applicable SOW are intended to supplement, not replace, the terms set forth in the General Terms. In the event of a direct conflict between the terms of the General Terms and



the terms set forth in Service Description for Professional Services and applicable SOW, the terms set forth in the Service Description for Professional Services and applicable SOW shall control with regard to the subject matter addressed.

2. FEES, PAYMENT TERMS AND TAXES

The Customer shall pay fees for the Services and/or Support Packages as specified in the Order Form. The Customer shall pay compensation for Professional Services as specified in one or more SOW(s). All fees are exclusive of VAT and payable in the currency set forth in the Order Form/SOW. Fees for Services will be invoiced in advance with due date no later than contract start date. Payment terms will not exceed net thirty (30) days from date of invoice issuance. Other fees and compensations for variable usage and overage, Support Packages, Professional Services, expenses etc. will be invoiced monthly in arrears or as agreed in the Order Form, and payment terms will be net thirty (30) days from date of invoice issuance date. Apica reserves the right to increase pricing and fees of Services for each renewal term in accordance with changes to our list prices and/or the cost of providing the services.

The Customer agrees that the billing and contact information provided by the Customer and as set forth in the Order Form is complete and accurate, and Apica shall have no responsibility for any invoices that are not received due to inaccurate or missing information provided by the Customer. The customer shall pay Apica through wire transfer (not cheque) as per instructions.

The Customer shall pay a penalty of USD 100, or equivalent in any other currency, if invoice is not paid by due date.

Following ten (10) days from invoice due date and if payment in full has still not been received by Apica, Apica shall be entitled to immediately suspend the relevant Services in accordance with Section 18, and in the event the Customer violates/breaches any of its duties and obligations in Section 3, Apica may suspend the Services immediately without notification until payment of relevant fees, interest and administrative charges have been made in full. In addition, should there be a Services suspension, Apica reserves the right to charge a services reinstatement fee of USD 500, or equivalent in any other currency.

The Customer is responsible for all taxes arising out of the Customer's subscription and use of deliverables under the Services, including sales, use, business and occupation, gross receipts, and personal property taxes, but excluding taxes based on Apica's income. If Apica is required to pay any taxes allocated to the Customer or related penalties or interest, the Customer shall promptly pay to Apica the amount paid or required to be collected or paid by Apica. The Customer shall provide Apica, upon Apica's request, with a copy of such tax exemption certificate or other evidence satisfactory to Apica demonstrating that the Customer is exempt from state, county, city, or other local sales or use taxes. The Customer shall notify Apica in a timely manner of any change in the Customer's sales or use tax status.

If it is revealed that the Customer has used any of the Services beyond the scope of the Order Form and/or these General Terms, or has failed to pay any associated fee or compensation, the Customer shall remedy such breach within thirty (30) days of written notice from Apica by paying all applicable fees in accordance with Apica's then current price lists. Apica's acceptance of any payment shall be without prejudice to any other rights or remedies it may have under an applicable Order and these General Terms or applicable law.

3. THE SERVICES (SOFTWARE-AS-A-SERVICE)

Subject to the Customer's payment of applicable fees and in addition to any rights granted by Apica under an Order Form, Apica grants to the Customer a non-exclusive, non-transferable, non-sub-licensable, global license to access, display and use the Services and Documentation for the Customer's internal use in accordance with an applicable Order Form and the General Terms.

The Customer acknowledges and agrees that the Services are licensed and subscribed on a Software-as-a-service basis and not sold to the Customer. Apica reserves all rights not expressly granted to the Customer herein.

Without granting any additional licenses hereunder, the Customer may authorize its contractors and outsourcers to use or operate the Services solely on the Customer's behalf and provided that the Customer obtains such third parties' binding consent in advance to abide by the terms of these General Terms and provided the Customer shall be responsible for such parties' use and compliance. Such parties are not, and shall not be deemed to be, third party beneficiaries hereunder or for any other reason.

Apica reserves the right, from time to time, to make changes and updates to the functionality of the Services provided to the Customer under an Order Form, and associated Service Description and Documentation. Any removals or degradations of the services shall be communicated to the customer no less than thirty (30) days prior to the date when the changes are due to take effect. Such notice shall be in writing (including via email) and provide Customer with specific details regarding the technical changes and/or updates to the Services.

The Customer is only permitted to use the Services unchanged as supplied by Apica and may not decompile, reverse engineer, disassemble or otherwise attempt to derive and/or gain access to source code from any software made available to the Customer as



part of the Services. The Customer shall neither use nor permit others to use or access the Services to, (a) build a competitive product or service, (b) make or have made a product using similar ideas, features, functions, or graphics of the Services, (c) make derivative works based upon the Services or the Documentation, or (d) copy any features, functions or graphics of the Services or the Documentation.

The Customer acknowledges that some of the Services are designed to deliver a high volume of traffic to designated websites and the Customer agrees that the Customer is solely responsible for ensuring that designated websites can accommodate such volumes. The Customer shall neither use nor permit others to use the Services; (a) to direct volume to any website that the Customer does not own or operate, such as a website of a competitor, (b) for any unlawful, invasive, infringing, defamatory, fraudulent, or obscene purpose, (c) to send spam or other types of unsolicited communications of any kind, regardless of the content or nature of the messages, (d) to send any virus, worm, Trojan horse, or harmful code or attachment, or (e) to alter, steal, corrupt, disable, destroy, trespass, or violate any security or encryption of any computer file, database, website, or network. Accounts registered by 'bots' or other automated methods are prohibited.

Unless explicitly undertaken by Apica in the course of providing Services, Apica is not responsible for the Customer's use of the Services, testing procedures or for determining or evaluating the ability of the designated customer services, websites, APIs or applications to withstand the high traffic delivered by the Services.

The Customer is responsible for all activities that occur during the Customer's use of the Services. The Customer agrees to immediately notify Apica of any unauthorized use of any Services or any other known or suspected breach of security.

Unless explicitly undertaken by Apica in the course of providing Services, access to and use of the Services requires appropriate connections to the Internet. The Customer is solely responsible, at the Customer's expense, for acquiring, installing, maintaining, and updating all hardware, computer software, and communications capability necessary for the use of the Services.

4. OWNERSHIP

Apica and if applicable, its licensors, retain all rights, title, and interest in and to the Services and Documentation (including but not limited to any images, photographs, animations, video, audio, music, text, applets incorporated into the Services, Applications, APIs and any copies of the Services and Documentation that the Customer is explicitly permitted to make). No Order Form grants any ownership rights in Services and Documentation and Apica Content to the Customer. Excluding Apica's Confidential Information, the Customer shall own and shall continue to own all rights, title and interest in and to any designs, drawings, data, notes, reports, documentation, hardware, software, materials, ideas, products or any other tangible or intangible item created by the Customer in connection with the Customer's use of the Services. Each Party shall own all rights, title, and interest in any and all of its ideas, concepts, techniques, know-how, programs, systems, methods, methodologies, procedures, and processes that it acquired or developed prior to the Customer's use of the Services, and neither Party will acquire any rights, title, or interest in such intellectual property rights of the other Party.

5. ACCESS TO SERVICES AND PASSWORDS

The Customer shall access the Services via Apica-designated platform and/or instructions. Access to and use of the Services requires appropriate connections to the Internet. To be able to use the Services, the Customer needs and will be provided a login username and password from Apica. The use/subscription term commences on the Activation Date set forth in an applicable Order Form. Customer is solely responsible, at Customer's expense, for acquiring, installing, maintaining, and updating all hardware, computer software, and communications capability necessary for connecting to the Internet and for the use of the Services.

The Customer's designated login username(s) and password(s) are strictly confidential and may only be used by the Customer. The Customer is responsible for all activities that occur during the Customer's use of the Services. The Customer agrees to immediately notify Apica of any unauthorized use of any Services, usernames or passwords, accounts or any other known or suspected breach of security.

6. BASIC SUPPORT AND ERROR NOTIFICATION

Basic support services for Services shall be provided during Apica's business hours Monday – Friday 8 am – 5.30 pm EST and 8 am – 5 pm CET. A basic support service means that the Customer can request for Apica's remote assistance with changes to configurations of the Services, and/or interpretation of statistics. Basic support service requests should be made by email (support@apica.io). Any support request to Apica's support@apica.io email address will be promptly acknowledged. Apica will use commercially reasonable efforts to respond to the Customer's support requests in connection with the Services (Support Response), during Apica's business hours (noted above), within a two (2) business hour window from being notified of a support issue by the Customer. Customer can also subscribe to Apica platform updates and service health via our Status Hub (at status.apica.io).



7. SERVICES LEVELS

The Services are provided using the software-as-a-service model. A Service shall be considered available (“**Availability**”) as long as the Customer is able to access the Apica user interface and API to see application performance data for the applicable Service. Availability of each Service is measured on a monthly basis over all days of the month (24 hours per day). Apica warrants that the Availability of each Service will not be inferior to 99.9 % of the time during any calendar month (“**Service Time**”), with the exception of: (i) planned and unplanned maintenance that occur periodically throughout the month as communicated to the Customer via email and within a reasonable time prior to the commencement of such maintenance (“**Maintenance Time**”); and (ii) any unavailability that is caused by the negligence, error, act or omission of the Customer or anyone for whom the Customer is responsible (“**Customer Interruption**”). For the avoidance of doubt, Maintenance Time, and unavailability due to Customer Interruption is excluded when calculating percentage availability of Service Time.

8. THE CUSTOMER’S DATA AND SECURITY

All Customer’s data submitted by the Customer to Apica through the use of the Services will remain the sole property of the Customer to the full extent provided by law (“**Customer Data**”). The Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all such Customer Data. The Customer may copy for internal use only any reports generated through use of the Services, and any other content accessed through the Services that indicates it may be copied by Apica’s customers.

The Customer grants to Apica and its Affiliates a non-exclusive license to use, copy, store, transmit and display technical information, excluding any Confidential Information, and Customer Data to the extent reasonably necessary to provide and maintain the Services. Apica may aggregate anonymous statistical data regarding use and functioning of its system by its various users, including the Customer. Such aggregated statistical data will be the sole property of Apica. Apica will use commercially reasonable security measures to protect the Customer’s data against unauthorized disclosure or use. Apica’s privacy policy, in effect from time to time, is located at www.apica.io/privacy.

9. DATA PRIVACY AND PERSONAL DATA

To the extent Apica processes Personal Data on behalf of the Customer, Apica shall treat such Personal Data in accordance with the terms and conditions set forth in the Apica Data Processing Agreement, in effect from time to time, located at www.apica.io/dpa.

10. BIOMETRIC DATA

Apica does not take part in any collection, processing, or storage of any biometric data, such as Face-ID, fingerprint, or voice recognition. Each provider of these services is responsible for such data, through its services and operating systems.

11. LINKS TO THIRD PARTY SITES

The Customer may link to third party sites through the use of the Services. The third-party sites are not under the control of Apica, and Apica is not responsible for the contents of any third-party sites, any links contained in third party sites, or any changes or updates to third-party sites. Apica is providing these links to third-party sites to the Customer only as a convenience, and the inclusion of any link does not imply an endorsement by Apica of the third-party site.

12. INSURANCE

At all times applicable to Apica’s obligations under an applicable Order Form and/or SOW, Apica shall, at no cost to the Customer, maintain sufficient insurance to perform and otherwise meet its obligations.

13. WARRANTY AND WARRANTY DISCLAIMERS

Apica warrants that; (a) the Services and Support Packages provided to the Customer is and will be completed in a professional, workmanlike manner, with the degree of skill and care that is required by good, and sound professional procedures, and shall be completed in accordance with an applicable Order Form, Service Description, and these General Terms; (b) the Services do not misappropriate, violate or infringe any copyright, trademark, mask work, trade secret, patent or other intellectual property or proprietary right of others; and (c) Apica has full power to grant the rights granted to the Customer under the applicable Order Form(s). The Services may include Third Party Services and Third-Party Materials. Apica does not supply and is not responsible for any Third-Party Services or Third-Party Materials, which may be subject to their own licenses, end-user agreements, privacy and



security policies, and/or terms of use. APICA MAKES NO WARRANTY AS TO THIRD-PARTY SERVICES OR THIRD-PARTY MATERIALS.

For any defective or nonconforming portion of the Services covered by the foregoing warranty, Apica shall promptly upon the Customer's notice of any nonconformity, at Customer's option perform one of the following measures (provided that (a) and (b) shall only be performed by Apica to the extent they are commercially practicable): (a) re-perform the Services; (b) correct or replace the nonconforming portion; (c) pay the applicable Service Credits; (d) refund any amounts paid by the Customer for the defective or nonconforming portion of the Services by way of reducing the same amount from future payments for Services under each applicable Order Form; or (e) in the event of termination of the Contract and/or any Order Form by means of repayment to the Customer. Any refund hereunder will be the amounts paid by the Customer for the nonconforming Services. Any notice of any nonconformity by the Customer to Apica must be in writing and within thirty (30) days after the Customer first encounter any such nonconformity.

THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY APICA. THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. APICA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR QUIET ENJOYMENT. EXCEPT AS STATED HEREIN, THE SERVICES, SERVICE PACKAGES, PROFESSIONAL SERVICE AND DOCUMENTATION ARE PROVIDED TO THE CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES. APICA DOES NOT WARRANT THAT USE OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. APICA IS NOT RESPONSIBLE FOR SOFTWARE INSTALLED OR USED BY CUSTOMER OR USERS OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET.

14. INDEMNIFICATION

14.1 - Apica will, at its expense and at the Customer's request, defend, indemnify and hold harmless the Customer and its officers, directors, employees from and against any and all claims, actions, demands, liabilities, settlements, costs, damages and fees (including attorneys' and other professionals' fees and costs) arising, in whole or in part, in connection with (a) any allegation that any portion of the Services, Professional Services, Deliverables or Documentation misappropriates, violates or infringes any third party's patent, copyright, trademark, trade secret, or other intellectual property or proprietary right; (b) any bodily injury, personal injury, death or property damage caused by Apica or Apica's employees; (c) any gross negligence and willful misconduct of Apica or Apica's employees; or (d) Apica's breach of the warranties set forth herein.

14.2 - The Customer will, at its expense and at Apica's request, defend, indemnify and hold harmless Apica and its officers, directors, employees from and against any and all claims, actions, demands, liabilities, settlements, costs, damages and fees (including attorneys' and other professionals' fees and costs) arising, in whole or in part, in connection with a claim, suit, action, or proceeding by a third party; (a) alleging that the Customer's Data supplied by the Customer through the use of the Services infringes the intellectual property rights or other rights of a third party or has caused harm to a third party, (b) arising from any third party subpoena or compulsory legal order or process that seeks Customer Data, including, without limitation, prompt payment to Apica of all costs (including attorneys' fees) incurred by Apica as a result, or (c) arising out of the Customer's breach of contract. In case of such subpoena or compulsory legal order or process, Customer also agrees to pay Apica for its staff time in responding to such third-party subpoena or compulsory legal order or process at Apica's then applicable hourly rates.

In case of any claim that is subject to indemnification as set forth herein, the Party that is indemnified (Indemnitee) will provide the indemnifying Party (Indemnitor) reasonably prompt notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification as set forth herein. Each Party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this Section to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault, or liability.

Each Party shall, in order not to lose its right to claim damages, put forward such claim no later than thirty (30) days from the time when the Party noticed or should have noticed the grounds for the claim, however no later than ninety (90) days from date of termination/expiry of Term of the applicable Order Form, whichever is the earliest.

15. ANTI-BRIBERY COMPLIANCE

15.1 - In performing its obligations under each Order Form, Apica warrants that it shall comply with all applicable rules, laws, and regulations, including all applicable anti-corruption, anti-money laundering and bribery rules, laws and regulations, including those governing the providing of incentives, inducements, kickbacks, gratuities or bribes under applicable laws, which preclude giving, offering or agreeing to give anything of value to government officials or holders of and candidates for public office or political parties, their families and agents, directly or indirectly, in connection with obtaining or maintaining contracts or orders or obtaining other benefits. The foregoing anti-corruption and bribery legislation also requires complete and accurate record-keeping, which records Apica will maintain throughout the Term and for such period thereafter as the relevant applicable rule, law or regulation may prescribe.



15.2 - Apica shall implement effective systems and controls to prevent slavery and human trafficking from affecting any part of its business and supply chain. Apica shall, on demand, provide the Customer with a summary of the steps it takes from time to time to prevent modern slavery and human trafficking (including details of any relevant staff and policies and details of due diligence undertaken on suppliers in its supply chain).

16. LIMITATION OF LIABILITY

16.1 - SUBJECT TO SECTION 16.3 AND 16.4, IN NO EVENT SHALL EITHER PARTY BE LIABLE ON ANY THEORY OF LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER EITHER PARTY'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

16.2 - SUBJECT TO SECTIONS 16.3 AND 16.4, EACH PARTY'S SOLE, EXCLUSIVE AND MAXIMUM LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL ON AGGREGATE BE LIMITED TO THE FEES PAID TO APICA UNDER APPLICABLE ORDER FORMS DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

16.3 - NOTHING IN THIS CONTRACT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; AND/OR (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

16.4 - NOTHING IN THIS CONTRACT SHALL LIMIT OR EXCLUDE APICA'S LIABILITY FOR ANY VIOLATION OF CLAUSE 14 AND PURSUANT TO THE INDEMNITIES SET OUT IN SECTIONS 14.1 (A) 14.2. (A) AND (B) OR THE CUSTOMER'S LIABILITY PURSUANT TO THE INDEMNITIES SET OUT IN SECTION 14.2 (A) AND (B).

17. CONFIDENTIALITY

"**Confidential Information**" means any information that is disclosed by one Party (the Discloser) to the other (the Recipient), which, at the time it is disclosed, in any form, is identified or designated by Discloser as "confidential or proprietary" or reasonably should be known by Recipient to be proprietary or confidential information of Discloser. The Recipient shall not use or disclose the Discloser's Confidential Information without the prior written consent of the Discloser, except; (a) as specifically permitted by the Discloser; or (b) for the purpose of performing its obligations or enforcing its rights under these General Terms, Order Form and SOW, provided that such disclosures are made only to those employees, consultants, contractors, professional advisors or third party service providers with a direct business need to know and who have agreed in writing to confidentiality provisions that provide the Discloser with at least as much protection as those contained herein. Confidential Information will exclude information that; (a) the Recipient can demonstrate to have had rightfully in its possession prior to disclosure to the Recipient by the Discloser; (b) is now or subsequently becomes available to the public through no wrongful act of the Recipient; (c) has been rightfully received by the Recipient from a third party who has the right to transfer or disclose it to the Recipient without restriction on disclosure; (d) has been independently developed by the Recipient without the use of any Confidential Information as evidenced by appropriate documentation; or (e) has been approved for release by written authorization executed by an authorized officer of the Discloser. Notwithstanding the foregoing, if the Recipient is required to disclose Confidential Information pursuant to a court order or other requirement of applicable law, the Recipient shall provide the Discloser with prompt written notice of any such requirement sufficient to permit the Discloser to seek and obtain appropriate protective orders prior to such disclosure by the Recipient. All Confidential Information remains the property of the Discloser and no license or other rights in the Confidential Information is granted hereby. All information provided hereunder is provided 'as is' and without any warranty, express, implied, or otherwise, regarding its accuracy or performance. At any time at the request and choice of the Discloser, the Recipient will either return to the Discloser or destroy all of the Discloser's Confidential Information, in whatever form, which is in its custody or control.

18. SUSPENSION OF SERVICES BY APICA

Apica, in its sole discretion, may suspend the Customer's username and password, account, or use of the Services if the Customer materially violates/breaches any right and/or obligation under these General Terms and/or any applicable Order Form, and such violation/breach has not been cured promptly within ten (10) days of notice of such breach. In the event the Customer violates/breaches any of its duties and obligations in Section 3, Apica may suspend the Services immediately without notification. Should there be a Services suspension; Apica reserves the right to charge a fee to reinstate the Services.

19. TERM AND TERMINATION

The Term of each use/subscription of Service and/or Support Package is set forth in the applicable Order Form and, unless stated otherwise in applicable Order Form, the Term renews automatically for successive terms of equal duration (each, a “**Renewable Term**”) unless either Party notifies the other Party of its intent to not renew at least thirty (30) days prior to the end of the applicable Term. Each Order Form must be terminated individually, and such termination of an individual Order Form shall not terminate other Order Forms. At renewal and annually during the Term period, Apica shall have the right to increase the subscription fee, without notice, by 10%.

Either Party may terminate an Order Form at any time, upon written notice, if the other Party materially breaches any of its obligations under and pursuant to such Order Form, and such breach is not remedied within thirty (30) days after written notice thereof by the other Party.

Apica may terminate any and all Order Forms by giving the Supplier not less than seven (7) days and not more than thirty (30) days' notice in writing, if there is a change of control of the Customer and such new controller of the Customer in Apica's sole judgment is a direct competitor of Apica.

Term and termination of Professional Services shall be in accordance with applicable SOW. Termination of one or all of the Order Forms shall not automatically terminate any Professional Services and vice versa.

Without prejudice to the other rights or remedies that Customer has under these General Terms, the Customer shall be entitled to terminate any and all Contracts (including Order Forms and these General Terms) by giving written notice to Apica having immediate effect if:

- a) Apica violates applicable laws on Corrupt Practices or Anti-Bribery;
- b) Apica carries out any actions which the Customer can evidence, will prejudice the Customer or any of its Affiliates' relationship with any Gambling Authority or any of its gambling licenses; or
- c) if the Customer or any of its Affiliates is ordered or required by any Gambling Authority to terminate its relationship with Apica.

20. EFFECT OF TERMINATION

Unless agreed otherwise between the Parties and except as stated below, if termination of any Order Form and/or SOW is for Customer's breach of Contract, then Customer shall not be entitled to any refund of any Committed Fee pre-paid and shall be responsible for paying all (remaining) Committed Fees under the applicable Order Form and/or SOW through the Term.

If termination of any Order Form and/or SOW occurs prior to end of Term, for Apica's breach of Contract, or when Apica terminates for change of control, without prejudice to other rights and remedies that Customer may have under these General Terms, Apica shall refund to the Customer, upon demand, any unused portion of any Committed Fees prepaid by the Customer. Termination of an Order Form and/or SOW shall not limit either Party from pursuing other remedies available to it thereunder, including injunctive relief.

At the Customer's request, within thirty (30) days of the termination of any Order Form for any reason, Apica shall make available one backup of all data and information generated and/or held by Apica as a result of the Customer's use of the Services under the terminated Order Form. The backup shall be stored in Apica's standard format. Customer agrees and acknowledges that Apica has no obligation to retain any Customer Data, and Apica may delete Customer Data that remains in Apica's possession or control more than sixty (60) days after termination.

21. FORCE MAJEURE

Neither Party will be deemed in default, to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any event beyond the reasonable control of such Party, including without limitation, any act of God, fire, earthquake, natural disaster, accident or act of government (in any case to the extent that such event is not due to, nor arises out of, the negligence of the Party whose performance is delayed), and provided that the Party seeking to be excused gives the other Party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses its reasonable efforts to continue to so perform or cure. In the event of such a force majeure event, the time for performance or cure will be extended for a period equal to the duration of the force majeure event. If the period of delay or non-performance continues for in excess of thirty (30) days, the party not affected may terminate the relevant Order Form by giving written notice to the affected party.



22. PUBLICITY

Neither Party may use, without the other Party's prior written consent in each instance, the names, characters, artwork, designs, trade names, trademarks, or service marks of the other Party.

23. ASSIGNMENT

The rights and obligations of the Parties under these General Terms and/or any applicable Order Form and/or SOW shall be binding upon and inure to the benefit of the Parties' respective successors, executors and administrators; provided however that, since the Customer has specifically contracted for Services and/or Support Packages and/or Professional Services, Apica may not assign, delegate or subcontract its obligations under any and all Order Forms and SOW either in whole or in part without the prior written consent of the Customer, which the Customer may withhold in its sole and absolute discretion. Apica may use subcontractors to provide the Services and/or Support Packages and/or Professional Services, also provided the names of such affiliates are provided to the Customer. Apica shall not be relieved of any obligation under these General Terms and/or any applicable Order Form and/or SOW by virtue of performance of any portion of services by a subcontractor, regardless of whether the subcontractor was approved in advance by the Customer. Same as permitted in Section 3, Customer may not, directly, or indirectly, assign, subcontract, sublicense or otherwise transfer or delegate or deal in any other manner with any or all of its rights under this Contract and/or any Order Form, without Apica's prior written consent.

24. ADDITIONAL REMEDIES; EQUITABLE RELIEF

Any remedies at law or equity not specifically excluded by the Parties remain available to both Parties. The Parties expressly acknowledge and agree that a breach of any of the provisions of these General Terms and/or any applicable Order Form and/or SOW may result in irreparable harm to the non-breaching Party, and in such case, the non-breaching Party shall have the right to seek to enforce any provision of these General Terms and/or any applicable Order Form and/or SOW, and any of its provisions by injunction, specific performance or other equitable relief, in any event without prejudice to any other rights and remedies that such Party may have.

25. ATTORNEY FEES

If any action or proceeding, whether regulatory, administrative, at law or in equity is commenced or instituted to enforce or interpret any of the terms or provisions of these General Terms and/or any applicable Order Form and/or SOW, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable attorney fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which such prevailing Party may be entitled. As used herein, 'prevailing Party' includes without limitation, a Party who dismisses an action for recovery in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

26. PROHIBITION AGAINST RECRUITING STAFF

Unless agreed otherwise, during the term of an Order Form and for a period of 12 months from the date on which the Order Form expires or terminates, the Customer is strictly prohibited, without Apica's prior written consent, to actively, directly or indirectly, solicit or entice away (or attempt to solicit or entice away) from the employment of Apica any person employed or engaged by Apica in the provision of the Services other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of Apica.

27. EXPORT CONTROLS

The Customer shall comply with all export laws and restrictions and regulations, and the Customer shall not export, or allow the export or re-export of, the Services in violation of any such restrictions, laws, or regulations. The Customer is responsible for obtaining any and all licenses required to export, re-export, transfer or import the Services.



28. GOVERNING LAW, DISPUTE RESOLUTION, JURISDICTION AND VENUE

These General Terms and/or any applicable Order Form and/or SOW and the rights and obligations of the Parties pursuant thereto will be governed by the laws of Sweden, without regard to conflicts of law principles. The Parties irrevocably agree that, subject as provided below, the courts of Sweden shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Contract and each Order Form and any matter arising therefrom and irrevocably waive any right that they may have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or that those courts do not have jurisdiction.

Nothing in this section shall limit the right of either Party, at any time to seek injunctive relief in the courts of any appropriate jurisdiction in the case of any breach or threatened breach by the other of any obligation of confidentiality or any infringement by other or its Affiliates of that Party's intellectual property rights.

29. NOTICES

Any notice required or permitted hereunder shall be in writing and shall be given to the appropriate Party at the address first set forth in applicable Order Form and/or SOW, or at such other address as the Party may hereafter specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address; or three (3) business days after the date of mailing if sent by certified or registered mail; or 1 business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery.

30. SURVIVAL OF TERMS

All terms and provisions of these General Terms and/or any applicable Order Form and/or SOW, including any and all exhibits, addenda and amendments hereto, which by their nature are intended to survive any termination or expiration, shall so survive.

31. RELATIONSHIP OF THE PARTIES

No employment relationship is created between the Parties. At all times during the term hereof, Apica shall retain its independent status and use its own discretion in performing the Services, Support Packages and/or Professional Services, subject to general direction by the Customer and to the specific requirements of these General Terms and/or any applicable Order Form and/or SOW. Nothing in these General Terms and/or any applicable Order Form and/or SOW will be construed as creating a partnership, franchise, employment, joint venture or agency relationship or fiduciary duty of any kind between the Parties.

32. INDEPENDENT DEVELOPMENT

Provided there is no infringement of the other Party's intellectual property rights or breach of a Party's obligations of confidentiality, nothing in these General Terms and/or any applicable Order Form and/or SOW will impair either Party's right to develop, manufacture, purchase, use or market, directly or indirectly, alone or with others, products, or services competitive with those offered by the other. The Customer is neither obligated to accept or purchase any product or service from Apica at any time.

33. MODIFICATION

Any waiver, modification, or amendment of any provisions of this these General Terms, Order Form and SOW shall be effective only if in writing and signed by the Parties.

34. SEVERABILITY

If any provision of this Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Contract which shall remain in full force and effect.

35. ENTIRE AGREEMENT

Each of the Parties acknowledges and agrees that in entering into these General Terms together with any applicable Order Form, which together constitute the Contract, it does not rely on any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this Contract.



Each of the Parties acknowledges and agrees that the only remedy available to it for breach of this Contract shall be for breach of contract under the terms of this Contract. Nothing in this Contract shall, however, operate to limit or exclude any liability for fraud.

This Contract constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Contract.