

Nitma Marketplace and Master Service Agreement

Version 2019-11

This Agreement includes the general terms and conditions regarding Your use of Nitma's Marketplace including any use or ordering of Services purchased or accessed through the Marketplace.

Nitma Marketplace and Master Service Agreement is between the entity You represent, ("**You**" or "**Your**"), and Nitma AB, a Swedish corporation, ("**Nitma**", "**Us**" or "**We**").

It consists of the terms and conditions below, as well as the Acceptable Use Policy, Data Processing Terms, the respective Service specific terms and other Policies as published on the Marketplace (together, the "**Agreement**"). This Agreement takes effect when You click to accept the Agreement, or if earlier, when You commence using the Marketplace (the "**Effective Date**").

1 Definitions

"**API**" means an Application Program Interface.

"**Acceptable Use Policy**" means the Acceptable Use Policy located at <http://www.nitma.com/aup>, as it may be updated by us from time to time.

"**Brand Features**" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"**Confidential Information**" means any information one party (or an Affiliate) discloses to the other party under this Agreement the other party's activities which is clearly designated by the furnishing party as confidential. Your Content and Personal Data is considered to be Confidential Information.

"**Data Processing Terms**" means the Nitma Data Processing Terms located at <http://www.nitma.com/privacy>, as it may be updated by us from time to time.

"**End User**" any person or device you permit to access the Marketplace.

"**Indirect Taxes**" means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"**Personal Data**" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"**Marketplace**" the Nitma Marketplace, together with any software and documentation provided by Nitma. It does not include any Service.

"**Policies**" means the Acceptable Use Policy, SLA, Data Processing Terms, the Trademark Use Guidelines, and any other policy or terms referenced in or incorporated into this Agreement.

"**Service**" refers to any Service and service made available by Nitma for discovery, ordering, contracting, provisioning and management, through the Marketplace.

"**Separately Agreed**" means a separate agreement made in a written side letter signed by authorized representatives of both parties.

“Service Attributes” means non-personal identifiable Marketplace usage data related to your account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.

“Subscription” an enrolment for the Marketplace or a Service for a defined term as specified in the Marketplace.

“Your Content” means all content, including text, sound, video, or image files that You or any of Your End Users transfers to us for processing in connection to your use of the Marketplace or any Service. Your Content does not include Your Personal Data.

Any phrase introduced by the terms “including”, “include” or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.

2 Use of the Marketplace

2.1 Right to use

You may access and use the Marketplace in accordance with this Agreement. You will comply with the terms of this Agreement and all laws, rules, and regulations applicable to Your use of the Marketplace.

2.2 Additional Software for use with the Marketplace

To enable optimal access to, and use of, the Marketplace, You may install and use certain software provided by Nitma in connection with Your use of the Marketplace. We only license such software to You, We do not sell it.

You may install and use such software only for use with the Marketplace. The Marketplace terms may limit the number of copies of the software You may use, or the number of devices on which You may use it. Your right to use the software begins when the Marketplace is activated and ends when Your right to use the Marketplace ends. You must uninstall the software when Your right to use it ends.

3 Ordering of Services

Subject to the terms and conditions of this Agreement, Nitma grants You the right to order the Services made available to You through the Marketplace. The Services available for You to order are set out on the Marketplace, together with the Service Specific terms and conditions as outlined in the Service Subscription Agreements.

3.1 Ordering and management of Services

The Marketplace allows Services to be bought and managed. Upon ordering Services through the Marketplace, orders shall be effective immediately upon automated provisioning or acceptance by Nitma. You are responsible for any order or change executed through the usage of one of Your user accounts. Nitma is not responsible for any order or change.

Nitma reserves the right to reject any order. Once an order has been accepted by Nitma, You may only amend or cancel the order in accordance with the provisions set forth in the applicable Service Agreement and such change may be subject to cancellation or alteration charges. Each Service has a subscription period as set out in the specific Service Agreement terms and conditions for each Service.

4 Security and Data Privacy

4.1 Your Personal Data

The terms and conditions for processing of Personal Data is found in the Data Processing Terms.

4.2 Your Content

Your Content will only be used for the purposes of maintaining and providing the Marketplace and Services to You and Your End Users, or as necessary to comply with applicable law or a binding order of a governmental body.

Without limiting the limitations of liability as under Section 17, or your obligations relating to your Content, we will implement appropriate technical and organizational measures in order to secure Your Content against accidental or unlawful loss, access, or disclosure.

4.3 Service Attributes

We may process Service Attributes to be able to provide the Marketplace to you, as well as to enhance the Marketplace, the Marketplace experience, and to provide personalized recommendations, comparisons, or offerings, as well as to present usage statistics.

Service Attributes related to a Third Party Service will be shared with the respective provider only as required for them to be able to provide, bill, and support the Service.

We will otherwise never sell any Service Attributes or share them with a third party. Any data, statistic, or comparison we share through the Marketplace or otherwise will be processed in such a way that no individual entity can be identified.

We may process Service Attributes in Your Marketplace region as well as in the EU. We may also process Service Attributes where We maintain our support and investigation personnel to provide You with support services and investigate fraud, abuse, or violations of this Agreement.

4.4 Communication

You acknowledge and agree that We may send You emails, from time to time, with newsletters, updates, and promotions regarding the Marketplace and Services.

5 Your Responsibilities

5.1 End Users

You control creation and access to the Marketplace by Your End Users, and You are responsible for their use of the Marketplace and Services in compliance with this Agreement. Each user account must be associated with a valid personal email address.

You are responsible for assigning the appropriate Marketplace permissions to each End User, and You are responsible for Your End Users' use of Your Content, the Services, and the Marketplace and for all acts or omissions that occur under any of Your End User accounts, regardless of whether the activities are authorized by You, or undertaken by You, Your End Users, or any third party.

You confirm that You have disclosed, and that Your Users agree, to their responsibilities and obligations as laid down under this Agreement. Neither We, nor our affiliates are responsible for unauthorized access to any of Your accounts.

If You become aware that any of Your End Users are in violation of the obligations under this Agreement, any possible misuse of Your User accounts or authentication credentials, or any security incident related to the Marketplace, You shall immediately notify Nitma and suspend access to the Marketplace by such End User.

The Marketplace and Service log-in credentials and private keys are to be kept private and are for individual use only. You or Your End Users, will not sell, transfer, sublicense or otherwise share them to any third party.

5.2 Acceptable Use Policy

Use of the Marketplace and Services are subject to the Acceptable Use Policy and You will not, and will not allow Your End Users, or any third party under Your control, to use the Marketplace or Services in a way that violates the Acceptable Use Policy. Violation of the Acceptable Use Policy may result in suspension, as well as termination, of the Marketplace upon notice to You.

6 Fees and Payments

6.1 Marketplace and Service Fees

The Marketplace and Service fees and associated currency are as set out in the Marketplace.

6.2 Billing and Payments

You will pay us the applicable fees and charges for use of the Marketplace and Services as described on the Marketplace using one of the payment methods We support. We will provide you with an online billing summary on the Marketplace.

The payment terms are as provided in the Marketplace. Nitma reserves the right to change the payment terms if Your account becomes overdue.

You are liable for any additional processing fees, exchange losses, and other charges that may apply in connection with your payments, particularly international wire transfers. You will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. Fees and charges are non-refundable.

Our measurement of Your use of the Marketplace and Service is final. Payments made via wire transfer must include the bank information provided by Us.

6.3 Taxes

Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party, upon, or with respect to, the transactions and payments under this Agreement.

All fees payable by You are exclusive of Indirect Taxes. We may charge, and You will pay, applicable Indirect Taxes that We are legally obligated or authorized to collect from You. You will provide such information to us as reasonably required to determine whether We are obligated to collect Indirect Taxes from You.

We will not collect, and You will not pay, any Indirect Tax for which You furnish us a properly completed exemption certificate or a direct payment permit certificate for which We may claim an available exemption from such Indirect Tax.

All payments made by You to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding is required on any payment, You will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement.

6.4 Audit

You will retain all records, materials and other documentation regarding its performance under this Agreement during the Term and for three (3) years thereafter. During such time, Nitma, or a duly authorized representative, will be permitted access to such documents for purposes of auditing and verifying compliance with this Agreement, upon five (5) business days' prior written notice, during Your regular business hours. If such audit reveals that You have underpaid Us with respect to any amounts due and payable hereunder, You will promptly pay such amounts as are necessary to rectify such underpayment, together with interest in accordance with Section 7.2. If the amount of such underpayment equals or exceeds five percent (5%) of the total amounts due and payable by You during the period to which such audit relates, You will reimburse Us for the cost of such audit.

7 Invoice Disputes and Refunds

7.1 Refund Policy

Unless otherwise provided by law, all purchases are final and non-refundable. If You believe that there is an error on your bill, You must submit the claim to Nitma customer support via email to support@nitma.com, including all information necessary for Nitma to validate the claim within 60 days of

such charge. We will then promptly investigate the charge. If We have identified a billing error, we will correct that error within 60 days.

No refunds will be given for any charges more than 60 days old, unless otherwise required by law. We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future.

This refund policy does not affect any statutory rights that may apply. You are not entitled to claim any cooling off period or any refund.

7.2 Overdue amounts

Any charges payable, but not paid, within due date will accrue interest at a rate of 2 percent per month, or the highest rate allowed by applicable law, whichever is the lower. Interest shall accrue from the date that payment is due on any amounts and You are also responsible for all reasonable expenses incurred by Nitma in collecting overdue amounts.

Overdue accounts may be issued a late payment reminder fee, as indicated in the Marketplace, and a ten (10) days Marketplace suspension notice. If no payment has been received by Nitma within ten (10) days of receiving such notice, access to the Marketplace will be suspended until the outstanding payment is received in full by Nitma. A Marketplace reactivation fee, as indicated in the at any time current Fees document, will be charged for reestablishing access to the Marketplace after such a suspension.

8 Changes

8.1 To the Marketplace and Services

In order to continuously improve the Marketplace and Services, We may make commercially reasonable changes to the Marketplace and Services at any time. We reserve the right to modify, suspend, or discontinue any of the Services or modify, or remove, features or functionality of the Services from time to time. We will use commercially reasonable efforts to notify You of any material modification or discontinuation of the Services.

8.2 To the APIs

We may change or discontinue the Marketplace APIs from time to time. For any discontinuation of, or material change to, an API, We will use commercially reasonable efforts to continue supporting the previous version of such API for 6 months after the change or discontinuation, except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) would cause us to violate the law or requests of governmental entities.

8.3 To the Marketplace and Service Fees

We may change the Marketplace and Service fees from time to time. Changes to the fees will become effective 30 days after Nitma have notified you of such change.

Any change to the Fees does not affect any active Service or Marketplace Subscription.

8.4 To this Agreement

Nitma may at any time update and amend the terms and conditions of this Agreement or any Service Subscription Agreement. Except as otherwise stated herein, any agreement update or amendment shall be effective 30 days after Nitma have notified You of such change. Use of the Marketplace or affected Service after any such change will conclusively be regarded as a general acceptance of any such change. If You do not accept certain changes, You may terminate this Agreement, subject to the terms and conditions contained herein. This Agreement may not otherwise be amended except in a written side letter signed by authorized representatives of both Parties.

Any change to the Agreement does not affect any active Service or Marketplace Subscription.

9 Temporary Suspension

9.1 Generally

We may suspend Your, or any of Your End User's, right to access or use of the Marketplace or Service immediately upon notice to You if We determine that:

- a) Your, or Your End User's, use of the Marketplace or any Service (i) poses a security risk to the Marketplace, Service, or any third party, (ii) could adversely impact our systems, the Marketplace, a Service, or the systems or content of any other Nitma customer, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent;
- b) You have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding;
- c) You, or any of Your End Users, are in breach of the AUP.

We may also suspend Your, or any of Your End User's, right to access or use of the Marketplace if Your account is overdue as outlined in Paragraph 7.2.

9.2 Effect of Suspension

If We suspend Your right to access or use the Marketplace or Service:

- a) You remain responsible for all fees and charges You incur during the period of suspension; and
- b) You will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

9.3 Urgent Security Issues

In the event of an urgent security issue, Nitma may automatically suspend the Marketplace, Service, or associated End User account. Suspension will be to the minimum extent required, and for the minimum duration, to prevent or resolve the security issue. If Nitma suspends the Marketplace, Service, or End User account, for any reason, without prior notice to You, We will, at Your request, provide You the reason for the suspension as soon as is reasonably possible.

10 Term and Termination

10.1 Agreement Term

The "**Term**" of this Agreement shall commence upon the Effective Date and shall remain in force until the Agreement is terminated as set forth in this Section 10.

The term of each Service subscription will be the term specified during the Ordering Process for such Service through the Marketplace. Unless expressly terminated as set forth herein, each Service subscription will automatically renew for additional terms equal to the initial term for such Service subscription (initial term and additional terms of Services jointly called "Subscription Term").

10.2 Termination by You

You may terminate this Agreement by providing Us at least 90 days' notice provided that You have no active Service Subscriptions.

10.3 Termination by Us

Nitma may terminate this Agreement by providing You at least 90 days' notice.

Nitma may also terminate this Agreement immediately upon notice to You:

- a) in order to comply with the law or requests of governmental entities.
- b) if our relationship with a third party who provides software or other technology We use to provide the Marketplace expires, terminates, or requires us to change the way We provide any part of the Marketplace; or
- c) if Your access to the Marketplace has been suspended according to Paragraph 9.1 and You do not fully address the reasons for the suspension within 30 days. We may also terminate the

Agreement if Your use of the Marketplace is suspended under Paragraph 9.1 more than twice within a 24-month period.

The termination of this Agreement shall not affect any active Service Subscription terms. For sake of clarity, no additional Services may, however, be ordered after this Agreement has been terminated, unless otherwise agreed in writing.

10.4 Termination for Cause

Either party may terminate this Agreement upon notice to the other party for cause if:

- a) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice;
- b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or
- c) A change in control of the majority of voting equity shares or interests (as determined by reference to the ultimate parent entity), which involves a direct competitor, or one of its affiliates, gaining control of the other party.

10.5 Effect of Termination

Upon termination as permitted under this Agreement, You must stop using, and Nitma will stop providing, the Marketplace and Services. You are responsible to pay all fees until the date of the termination.

In the event that Nitma terminates the contract, unless this is done with reference to section 10.3 a) or b), You will forfeit any remaining balance in respect to Marketplace and Service Fees on Your account.

When an account is cancelled, it is not possible to restore and/or recover any data including, but not limited to Your Content and your Personal Data other than according to the Data Processing Terms.

11 Intellectual Property Rights

Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's Content or any of the other's intellectual property.

11.1 Marketplace and Services License

We or our licensors own all right, title, and interest in and to the Marketplace and Services and all related technology and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Marketplace and Services in accordance with this Agreement. Except as provided here, you obtain no rights under this Agreement from us, our affiliates, or our licensors to the Marketplace or Services, including any related intellectual property rights.

11.2 Services Software

As part of the Services, You may be allowed to use certain software including related documentation provided by third party licensors. This software is neither sold, nor distributed to You, and You may use it solely as part of the Services and subject to any terms of service as made available by the third party, including, but not limited to, warranties (if any), ownership of intellectual property and permitted uses. You may not transfer such software outside the Services without specific authorization to do so.

11.3 Your Content

Except as provided in this Section 11, we obtain no rights under this Agreement from you (or your licensors) to Your Content. You consent to our use of Your Content to provide the Marketplace to you and any End Users.

You represent and warrant to us that: (a) You or Your licensors own all right, title, and interest in and to Your Content and Suggestions; (b) You have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content, or End Users' use of Your Content, or the Marketplace, will violate the Acceptable Use Policy. You are solely responsible for the development, content, operation, maintenance, and use of Your Content.

If we reasonably believe that any of Your Content violates the law, infringes or misappropriates the rights of any third party or otherwise violates a material term of the Agreement we will notify you and may request that such content be removed from the Marketplace or Service. We may remove or disable access to any of Your Content, without prior notice, where Your Content may disrupt or threaten the Marketplace or a Service, or as required to comply with law or any judicial, regulatory or other governmental order or request. In the event that we remove any of Your Content without prior notice, we will provide prompt notice to You unless prohibited by law.

11.4 Customer Suggestions

Nitma shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Marketplace and Services, any suggestions, enhancements, recommendations or other feedback provided by You relating to the Marketplace or Service.

12 Publicity

You are permitted to state publicly that You are a Nitma customer, consistent with the Trademark Guidelines. If You want to display Nitma Brand Features in connection with Your use of the Marketplace, You must obtain written permission from Nitma.

Nitma may include Your name or Brand Features in a list of Nitma customers, online or in promotional materials. Nitma may also verbally reference You as a customer of the Marketplace. Neither party needs approval if it is repeating a public statement that is substantially similar to a previously-approved public statement. A party may revoke the other party's right to use its Brand Features under this section 12 with written notice to the other party and a reasonable period to stop the use.

Other than as provided according to this section 12 neither party may issue a press release or make any other public communication with respect to this Agreement or Your use of the Marketplace without written approval by the other party.

13 Confidential information

13.1 Obligations

The recipient will not disclose Confidential Information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfil obligations under this Agreement, while using reasonable care to keep it confidential including, at a minimum, the same measures the recipient takes to protect its own confidential information of a similar nature.

Neither party shall be liable for disclosing any information that was:

- a) public knowledge at the time of disclosure or thereafter becomes generally known other than through an act of negligence by the receiving party;
- b) already known to the other party prior to its receipt from the disclosing party, as evidenced by such other party's records;
- c) rightfully obtained by a party from other unrestricted sources;
- d) demonstrably and independently developed at any time by the receiving party without any connection with the information received under or any breach of this Agreement; or;
- e) disclosed with the prior written permission of the disclosing party.

The obligation of each party with respect to the Confidential Information shall survive the termination or expiration of this Agreement for a period of two (2) years.

13.2 Required Disclosure

In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, it shall prior to any disclosing of information, to the extent reasonably practicable and lawfully permitted, provide prompt notice to the other party of

such receipt and permit the other party an opportunity to obtain a protective order with respect to such Confidential Information.

13.3 Return of Confidential Information

Upon the termination or expiration of this Agreement, or upon request from the disclosing party, the non-disclosing party shall return all Confidential Information to the disclosing Party, or destroy all Confidential Information and certify in writing that it has destroyed all such information.

14 Representations and Warranties

You represent and warrant that:

- a) You represent an economic entity correctly incorporated and registered within Your jurisdictions of operation;
- b) that You have the legal authority to enter into this agreement on that entity's behalf;
- c) You have read, understand, and intend to be legally bound by all terms, conditions and notices in this Agreement, policies published on the Marketplace and all other terms and conditions required for the use of the Marketplace and Service; and
- d) You are not engaged in activities, which could potentially require Nitma to obtain any export license, permit or other approval under applicable laws and regulations including but not limited to export control and/or sanctions regulations of any jurisdiction the laws of which may be implicated by the Terms. Furthermore, You acknowledge and agree that Nitma has the exclusive authority to monitor such status on a regular basis.

14.1 Nitma Warranties

We warrant that the Marketplace and Services will meet the terms of the SLA during the Term. Your only remedies for breach of this warranty are as set out in the respective SLA.

15 Disclaimer

Except as expressly provided for in this agreement, to the maximum extent permitted by applicable law, Nitma and our suppliers do not make any other warranty of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular use and non-infringement. We and our suppliers are not responsible or liable for, the deletion of, or failure to store, any of your data including Your Content Data, or other communications maintained or transmitted through use of the Marketplace. Neither Nitma nor our suppliers, warrants that the operation of the Marketplace or Services will be error-free or uninterrupted. The Marketplace and Services are not designed, manufactured, or intended for high risk activities.

Where data backup and restoration services are a part of a Service, such Services are not intended to be a comprehensive disaster recovery solution, and Nitma will not be liable for data loss.

16 Indemnification

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

16.1 By Us

We will defend You against any third-party claim to the extent it alleges that the Marketplace or a Service made available by Us for a fee misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If We are unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (a) modify or replace the Marketplace, Service, or function with a functional equivalent; or (b) terminate this Agreement or applicable Service

Subscription and refund any amount paid for any usage period after the termination date. We will not be liable for any claims or damages due to Your continued use of the Marketplace or Service after being notified to stop due to a third-party claim.

16.2 By You

To the extent permitted by applicable law, You will defend Us against any third-party claim to the extent it alleges that: (a) any of Your Content hosted in the Marketplace or Services misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (b) Your or any of Your End Users' use of the Marketplace or Services, alone or in combination with anything else, violates the law or harms a third party.

17 Limitations of Liability

Each party's maximum, aggregate liability to the other under this agreement is limited to direct damages equal to the Fees paid by You over the past 12 months.

17.1 Exclusions

In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, Your Content, Personal Data, or any other data however caused or on any theory of liability.

17.2 Exceptions to Limitations

The limits of liability in this section 17 apply to the fullest extent permitted by applicable law, but do not apply to: (a) the parties' obligations under section 16; or (b) violation of the other's intellectual property rights; or (c) confidentiality obligations.

18 Miscellaneous

18.1 Preview releases

From time to time We may make public previews available. Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLAs and all limited warranties provided in this agreement. Previews may not be covered by customer support. We may change or discontinue a preview at any time without notice.

18.2 Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed.

Notwithstanding the foregoing, this Agreement may be assigned by either party in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates unless it involves a direct competitor of the other party.

18.3 Notices

We may provide notice to You under this Agreement by sending an email to Your notification email address. You may provide notice to us under this Agreement by sending an email message to legal@nitma.se.

Notice will be treated as given on receipt, as verified by written or automated receipt, or by electronic log (as applicable). All communications and notices made or given pursuant to this Agreement must be in English.

18.4 Force Majeure

Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, utilities

or other third party telecommunications failures, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies, including the passage of laws or regulations or other acts of government that impact the delivery of the Marketplace or any Service. This section 18.4 will not, however, apply to Your payment obligations under this agreement.

18.5 Governing Law

This contract is governed by the substantive law of Sweden, without its conflict of law rules.

18.6 Disputes

Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof, where the amount in dispute does not exceed EUR 50,000 shall be settled by a Swedish court of general jurisdiction and the Stockholm District Court shall be the court of first instance.

Where the amount in dispute exceeds EUR 50,000 the dispute shall be finally settled by arbitration administered by the arbitration institute of the Stockholm Chamber of Commerce.

The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed EUR 100,000. Where the amount in dispute exceeds EUR 100,000 the Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds EUR 100,000 but not EUR 1,000,000. Where the amount in dispute exceeds EUR 1,000,000, the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration. The seat of arbitration shall be Stockholm, Sweden.

18.7 Survival

Provisions contained in this Agreement that are expressed, or by their sense and context are intended, to survive the expiration or termination of this Agreement, shall survive the expiration or termination.

18.8 Entire agreement

This Agreement is the entire agreement between You and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between You and us, whether written or verbal, regarding the subject matter of this Agreement.

18.9 Independent Contractors

Nitma and You are independent contractors, and this agreement does not create an agency, partnership, or joint venture.

18.10 No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

18.11 No Waiver

Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. All waivers by us must be in writing to be effective.

18.12 Waiver of right to void online purchases

To the maximum extent permitted by applicable law, You waive Your rights to void purchases under this agreement pursuant to any law governing distance selling or electronic or online agreements, as well as any right or obligation regarding prior information, subsequent confirmation, rights of withdrawal, or cooling-off periods.

18.13 Severability

If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

18.14 Stamp tax

Nitma will not be responsible for any stamp taxes that might be owed pursuant to this agreement entered by You and/or Your Affiliates. Upon our request, You and Your Affiliates will provide to Us evidence of payment of the appropriate stamp taxes to the appropriate authorities.

18.15 Special customers Government and Educational customers

If You are an entity subject to additional legal requirements in regard to Data Privacy or procurement processes, such as government, educational or health care providers, You shall consult with Nitma before accepting this agreement to assure full compliance with local laws and procurement processes.