

# General terms and conditions

## 1. General

1.1 These General terms and conditions applies to services the Customer subscribes to (the Service) from Cision Sverige AB (Cision). Authorized Users (defined below under 2.1) will through the Service access Cision's online platform which enables access to information, data or other material owned by, or licensed to, Cision (the Content).

1.2 To the Service, an agreement and/or an order confirmation and these General terms and conditions and/or a quotation applies. If any conflict should occur between these documents (which together constitute the Agreement) they shall take precedent in the aforementioned order. If the Customer orders additional services from Cision, those services shall also be subject to the Agreement.

## 2. Use of the Service

2.1 The Customer is, pursuant to the Agreement, provided with a non-exclusive, non-transferable, non-sub licensable, revocable, limited license to allow the Customer's employees, or other individuals reported to Cision, (Authorized Users) individual access to and the right to use the Service and its Content for the Customer's own use within the Customer's internal organisation, or if the Customer is a private individual, for private use.

2.2 The Customer is not entitled to copy, reproduce, assign, license, publish, distribute or in any other way reassign the Service. Furthermore, the Customer is not entitled to rent, lease, lend, sell or otherwise distribute Cision Material (defined below in 2.8) in any other way than as stated in the Agreement, unless otherwise specifically agreed between the Customer and Cision.

2.3 The Service is provided as specified in the Agreement. Cision reserves the right to amend, remove or substitute any Content or the online platform.

2.4 The Customer undertakes to comply with the provisions of the Agreement and the requirements for use of the Service that Cision at each time may apply and to comply with the at each time existing requirements regarding hardware, operating system, browser or other technical requirements necessary for the Customer's use of the Service.

2.5 The Customer is not allowed to give other persons than the Authorized Users access to and the right to use the Service. The Customer is responsible for all users of the Service (Authorized Users as well as non-authorized users) who use the Service that is provided to the Customer according to the Agreement. The Customer undertakes to keep confidential and not to disclose the Customer's login information to any third party and to procure that all login information is kept safe. Furthermore, the Customer shall procure that passwords are changed regularly and shall maintain sufficient internal systems to be able to monitor access to and use of the Service. The Customer shall immediately notify Cision if the Customer becomes aware of any unauthorized use of passwords or if any other security breach has occurred.

2.6 The Customer undertakes not to, under any circumstances, attempt to gain unauthorized access to network- or computer resources connected

to and/or accessible through Cision's online platform or the Service, or to attempt to destroy or corrupt information stored or accessible on or through such network- or computer resources. All use of external automated tools in connection with the Service, including but not limited to search-, indexing-, crawling- or scraping programs, is prohibited.

2.7 The Customer shall compensate Cision for all damage that Cision may incur as a result of the Customer's use of the Service in a manner inconsistent with the Agreement, applicable law or in an otherwise wrongful manner.

2.8 The Customer acknowledges that the Content may include information, press releases, reports and pictures (Material). Material which has been prepared and/or compiled by Cision is hereinafter referred to as Cision Material. Material which is uploaded by the Customer, such as the Customer's press releases, reports, pictures and the Customer's own information regarding recipients of information is hereinafter referred to as Customer Material.

2.9 The Customer agrees not to use the Service for any unlawful purpose or in any manner that would violate any applicable law, including, but not limited to, the American Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 (CAN-SPAM Act) or other anti-spam legislation or regulation.

## 3. Cision Material

3.1 In relation to the Customer, Cision owns all intellectual property rights relating to the Content, Cision Material and the online platform.

3.2 Cision provides access to the Content through the online platform to the extent and in the manner that the Content is provided to Cision by third parties. Cision does not maintain or control such Content which is provided by the Customer or third parties or the content on other websites which can be made accessible as a part of the Service and is therefore not responsible for the availability, timeliness or accuracy of such material or any acts of infringement or violations of law or regulations committed through such material. Furthermore, Cision shall not be liable for any consequences of decisions or measures taken by the Customer, which, in whole or in part, are based on the use of the Content or Cision Material.

## 4. Customer Material

4.1 Material, Cision's as well as the Customer's, may contain personal data and/or be protected under the Swedish Copyright Act (Sve. upphovsrättslagen). The Customer is obliged to observe the provisions of the Swedish Copyright Act and the Swedish Data Protection Act (Sve. personuppgiftslagen) when dealing with the Material.

4.2 The Customer is aware of, and accepts, the fact that Cision stores Customer Material in a database together with material received from other customers.

4.3 The Customer is obliged to ensure that Customer Material is accurate, that it is not contrary to law or regulation or infringes the rights of

third parties and that it is not designed in a way that may be considered as offensive. The Customer shall hold Cision harmless for any claims based on the contents of the Customer Material.

4.4 To the extent required for Cision to fulfil its obligations under the Agreement, Cision is entitled to change and modify the format of the Customer Material in order to enable publication of the Customer Material on Cision's news portal and other relevant channels and systems.

4.5 In relation to Cision, the Customer owns the intellectual property rights relating to Customer Material and is responsible for it. However, Cision reserves the right to delete Customer Material in case it is alleged that Customer Material constitutes an infringement of third party's intellectual property rights or otherwise is in breach of the Agreement.

## 5. Support and Service levels

5.1 Cision provides support that, to a reasonable extent, assists the Customer when needs or problems arise in connection with the Customer's use of the Service.

5.2 The Service is normally accessible 24 hours a day, seven days a week. The operations are however, under certain periods, supervised by a stand-by-team and disturbances in the Service may then occur. Cision does not guarantee that the Service is free from errors or disturbances.

5.3 Cision undertakes to rectify reported errors within a reasonable time. Cision has the right to rectify errors or inadequacies in a manner deemed appropriate by Cision. Cision has the right to take measures that affect the Service's availability if it is necessary due to technical-, maintainability- or safety reasons.

## 6. Fees and Payments

6.1 The Customer shall compensate Cision for the Service as agreed in the Agreement. Cision's, from time to time, applicable price list applies to other services and those additional services that the Customer may order. All prices listed are exclusive of VAT.

6.2 Cision is entitled to adjust the price for the Service annually, normally at the turn of the year. Price adjustments may in addition occur in cases where Cision would incur increased costs for the performance of the agreed Service, whereby the Customer shall compensate Cision with an amount corresponding to the increased costs. Price adjustments shall be notified no later than one (1) month before the adjustments take effect. Right of termination follows from paragraph 9.4.

6.3 Cision reserves the right to seek compensation from the Customer in the event of currency fluctuations by adjusting the price of the Service. Right of termination follows from paragraph 9.4.

6.4 An invoice falls due fourteen (14) days following the date of issuance. In case of payment delays, the Customer shall pay interest on the due amount of eight (8) % above the prevailing reference rate according to paragraph 9 of the Swedish Interest Act (Swe. räntelagen) per commenced month from the due date, but in any case no less than SEK fifty (50).

## 7. Confidential Information

The Parties may from time to time provide each other with confidential information regarding respective party's operations, including but not limited to such information that is exchanged as part of Cision's provision of the Service (Confidential Information). The receiving party may only use the other party's Confidential Information to the extent necessary to preserve and fulfil its rights and obligations under the Agreement. Both parties agree not to, without the consent of the other, disclose any Confidential Information except for (i) when required according to law or other regulation, (ii) to such person or entity who need to know that information in order to fulfil either party's obligations under the Agreement or (iii) when the information has become publicly known without either party's breach of the Agreement.

## 8. Duration

Agreement regarding the Service is deemed to have been entered into when agreement and/or order confirmation has been signed by the Customer and delivered to Cision (Effective Date). The Agreement is valid for one year from the Effective Date unless otherwise agreed upon in writing (Term). In the event that the Agreement is not terminated within three (3) months prior to the expiration of the Term, the Agreement is prolonged for one (1) additional year at a time.

## 9. Suspensions and Early termination

9.1 Cision is entitled to suspend the Customer from the Service or to terminate the Agreement with immediate effect:

- The Customer despite reminder has not paid an invoice due within the specified time,
- The Customer uses the Service in a manner inconsistent with paragraph 2 or 4 above or in any other manner inconsistent with applicable law,
- The Customer is declared bankrupt, enters into an arrangement with its creditors, is subject to company reorganisation, enters into liquidation, suspends payments or is otherwise deemed insolvent, or
- The Customer otherwise substantially fails to perform its obligations under the Agreement.

9.2 The Customer is entitled to terminate the Agreement with immediate effect if:

- Cision is declared bankrupt, enters into an arrangement with its creditors, is subject to company reorganisation, enters into liquidation, suspends payments or is otherwise deemed insolvent, or
- Cision substantially fails to meet its' obligations under the Agreement and does not rectify the situation within a period of fourteen (14) days following notification to Cision with reference to this clause.

9.3 The Customer is entitled to terminate the Agreement with one (1) months' notice, but earliest per the date when the adjustment becomes effective, if Cision during the Term adjusts the prices pursuant to paragraph 6.2 or 6.3. The same applies if an amendment under paragraph 13 is of significantly detrimental effect to the Customer.

9.4 Each party shall be entitled to terminate the Agreement without liability for compensation if the fulfilment of the Agreement to a substantial part is obstructed or prevented for a longer period than three (3) months, due to certain circumstances mentioned under paragraph 11.3.

9.5 Notice of termination shall be in writing in order to be valid.

## 10. Reclamation and Limitation

10.1 Reclamation in case of errors or defects in the Service shall be made without unreasonable delay and no later than one (1) month after the Customer has received the Service.

10.2 The Customer shall not in any case be entitled to compensation from Cision if claims thereof have not been made to Cision no later than twelve (12) months after the Service has been or should have been performed.

## 11. Limitation of Liability and Force Majeure

11.1 Cision is exempt from liability for damage or losses which the Customer suffers due to:

- Infringement upon a third party's intellectual property rights in connection with the delivery of the Service,
- If the content of the Material will infringe upon a third party's intellectual property, or
- Defects in the Service or delayed delivery of the Service.

11.2 Cision has no liability for any indirect damage or losses, including but not limited to production losses, loss of profit or pure economic loss.

11.3 Cision is not liable for errors, stops, disturbances, delays or defaults in the Service caused by the Customer or any third party or which are attributable to disruptions in communication networks (such as mobile- and fixed telephony, electricity or the Internet or other electronical communication networks) or other circumstances outside of Cision's control such as labor disputes, lightning, fire, riots, mobilization, authority's rules and decisions, hacking, errors or shortage in terms of energy supply, or delays in deliveries from subcontractors for reasons stated herein.

11.4 Cision's liability under this agreement is limited to a maximum amount equal to one month's fee for the service which the claim is based upon in accordance with the, at the time of the occurred event then applicable price list. However, in the event that damage or losses have been caused by Cision through intent or gross negligence, then Cision's liability is limited to ten times the, at the time of the occurred event, applicable price base amount (Swe. prisbasbelopp) according to the Social Insurance Code (Swe. Socialförsäkringsbalken (2010:110)).

## 12. Assignment of the Agreement

The Customer is not entitled, without Cision's approval in writing, to assign its rights or obligations under the Agreement. Cision is entitled to assign its rights and obligations under the Agreement to a third party.

## 13. Amendments

13.1 Cision is entitled to amend these General terms and conditions by informing, no later than three months before the amendments becomes effective, the Customer in writing on an invoice or through letter or email about the amendment. After a new version of general terms and conditions has entered into force, the new version applies instead of the earlier version of the general terms and conditions.

13.2 All other amendments to the Agreement shall in order to be valid be in writing and be signed by both parties.

## 14. Personal data

Personal data submitted to Cision is processed by Cision in connection with book-keeping, billing and other administrative measures for fulfillment of the Agreement. The personal data may, for above stated reasons, be submitted to companies, within or outside of the European Union, included in the Cision group. The Customer approves that Cision processes personal data in this way and guarantees that all applicable consents exist. The Cision group will exercise caution when processing personal data in order to protect the registered person's personal integrity.

## 15. Governing law and Dispute resolution

The Agreement shall be governed by Swedish Law. Any disputes arising out of the Agreement shall be finally settled by arbitration in accordance with the Swedish Arbitration Act (Swe. lagen om skiljeförfarande). The seat of arbitration shall be Stockholm, Sweden. The above stated shall not prevent a party from applying to a competent court or other competent authority for the recovery of clear and due claims.

## 16. Additional Terms and Conditions for Editorial material

16.1 Editorial Material means news articles and other journalistic material specifically ordered by the Customer and which is based mainly on Customer Material and interview with representative of the Customer.

16.2 All intellectual property rights to Editorial Material shall belong to the producer of the material and the Customer. The producer is responsible for the journalistic content.

16.3 Cision is entitled to publish Editorial Material on Cision's news portal and other relevant channels and systems.

16.4 Editorial Material will be published within 24 hours from the Customer's order of the service, unless otherwise has been agreed between the Customer and the producer. Time during Saturdays, Sundays and Swedish public holidays shall not be counted in the time frame.

16.5 Cision shall have no liability for any damage or losses caused by any contents of Editorial Material.