

GENERAL TERMS AND CONDITIONS, DELIGATE.SE

These General Terms and Conditions shall govern Deligate's and the Subscriber's rights and obligations when using the services and material provided by Deligate.

§ 1 Definitions

"Subscriber" refers to the Party that has entered into an Agreement with Deligate. A Subscriber cannot be a consumer as defined in the Swedish Consumer Services Act (1985:716).

"Subscriber's Data" refers to data, drawings or other information or documentation that the Subscriber uploads, stores, adjusts or otherwise processes within the Service.

"General Terms and Conditions" refers to the most recent version of these terms and conditions, unless otherwise stated.

"Connection Point" refers to the point(s) where Deligate connects to the Service via a public electronic communication network, unless otherwise agreed between the Parties.

"Agreement"/ "The Agreement" refers to the agreement regarding a Basic Subscription with a right to call of Products.

"Deligate" refers to Deligate AB (corporate identity number 559016-7648).

"deligate.se" refers to the website deligate.se, all its sub-domains, and all their contents. All other websites operated by Deligate and/ or its partners are included.

"Basic Subscription" grants the Subscriber a non-exclusive, fixed-term right to use the content of Deligate in the Subscribers own business, excluding the Products.

"Party" refers to either Deligate or the Subscriber, collectively referred to as the "Parties".

"Product" refers to each individual product offered within Deligate against a fee, which may be called off by a holder of a Basic Subscription.

"Product Agreement" is defined in Section § 2 (2) below. "Service" refers to the Basic Subscription and any called off Products.

§ 2 License

By entering into the Agreement, the Subscriber obtains a Basic Subscription.

When the Subscriber calls off a Product from Deligate, Deligate grants the Subscriber a non-exclusive, non-transferable, fixed-term license to use the called off Product. A separate agreement to use a called off Product is referred to as a "Product Agreement". These General Terms and Conditions shall, to the extent applicable, also apply to Product Agreements. These General Terms and Conditions shall, to the extent applicable, govern the Subscriber's license to use the Product according to this paragraph.

Nothing in these General Terms and Conditions shall remove or limit the Subscriber's rights according to mandatory law in the country where the Subscriber has its registered office or domicile.

§ 3 The quality of the Service, etc.

Deligate provides the Service at the Connection Point. Deligate undertakes to ensure that the Subscriber has access to the Service at the Connection Point and that the Service can be used between 07.00-23.00 CET with an availability of at least [99]% on an annual basis, excluding planned downtime for system maintenance. Planned downtime shall take place during weekends from 00.00-24.00 CET and on business days from 20.00-06.00 CET. Deligate shall notify the Subscriber of any planned downtime no later than

two weeks prior to such planned downtime, by posting a notice on the Deligate log-in page. No instance of planned downtime shall exceed six hours. Downtime that doesn't exceed 5 minutes may occur between 20.00-06.00 CET on a yearly basis without any notice.

Unplanned downtime refers to interruptions where the Service is unavailable to the Subscriber and these have not been anticipated and notified in advance by Deligate. Deligate shall always, without delay, have the right to undertake any action required for operational or security reasons.

In the event of a defect in the Service, Deligate shall, if possible, rectify the defect with the speed justified by the circumstances. If the Subscriber is unable to use material aspects of the Service due to a defect, the Subscriber shall also be entitled to a reasonable price reduction for a period starting from the time when the defect was notified, and during the time the defect remains. Deligate shall only be liable for defects according to this paragraph if the Subscriber notifies Deligate of the defect within a reasonable period after the defect was detected by the Subscriber.

Unless otherwise stated in the Agreement or Product Agreements, Deligate's liability for defects and the failure to meet the agreed service levels shall not apply to defects and failures caused by the following circumstances:

- Circumstances for which the Subscriber is responsible according to the Agreement or Product Agreements;
- Circumstances that fall outside Deligate's area of responsibility in relation to the Service; and
- Viruses and other security-related attacks, provided that Deligate has taken precautions in accordance with agreed requirements or, in the absence of such requirements, that Deligate has taken precautions in a professional manner.

§ 4 The Subscriber's Data

In the relationship between the Subscriber and Deligate, the Subscriber retains all rights to the Subscriber's Data.

Deligate agrees to take all necessary precautions to maintain a high level of security to prevent attempts at unauthorized access, whereby someone attempts to gain access to or alter, delete or amend the Subscriber's Data.

Deligate does not assume any liability for the Subscriber's Data.

Deligate and subcontractors may use the Subscriber's Data for purposes relating to the provision of the Service.

Deligate has the right to delete the Subscriber's Data:

- In the event the Subscriber does not make payments in accordance with the Agreement or Product Agreements;
- In the event that Deligate finds or has reasonable cause to believe that the Subscriber has treated information in a way that constitutes an infringement of copyright or intellectual property rights or may otherwise be regarded as irresponsible or unethical; or
- If the Subscriber in any other way than as described in (2) above fails to comply with applicable Swedish and/or international legislation with regard to information that has been processed in any way within the Service or at deligate.se or at other websites operated by Deligate and/ or its partners.

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Deligate has the right to transfer information from deligate.se or other websites operated by Deligate and/or its partners to another data medium.

Deligate does not assume liability if the subscriber's data is damaged due to a third party software brought in by the subscriber together with the Deligate software.

§ 5 Confidentiality and the processing of personal data

Each Party (the "Receiving Party") undertakes, without limitation in time, not to disclose to any third party any confidential information obtained from the other Party (the "Disclosing Party"). Confidential information covers:

- (1) Recipes and information concerning specific Products.
- (2) Routines for operating and routine descriptions upload by subscriber.
- (3) Product, market and other business conditions as well as any other information relating to technical, commercial or other kind significance. Deligate undertakes to only use confidential information for the sole purpose of providing the Service. Deligate further undertakes to ensure that its employees and subcontractors only gain access to confidential information to the extent necessary for Deligate or the subcontractor to perform its obligations under the Agreement, the Product Agreements and applicable legislation. Confidential information refers to every item of information, including the Subscriber's Data, whether technical, commercial or of any other kind, with the exception of:
 - (1) Information that is publicly known or which becomes public knowledge in any other way than through the Receiving Party's breach of this confidentiality undertaking;
 - (2) Information that the Receiving Party can show that it already knew before receiving it from the Disclosing Party;
 - (3) Information that the Receiving Party has received or may receive from a third party without being bound by a duty of confidentiality with regard to such third party; and
 - (4) Information that the Receiving Party is obliged under mandatory law to divulge to public authorities and other public bodies.

In cases referred to in (3) above, the Receiving Party does not have the right, however, to disclose to third parties that the same information has also been received from the Disclosing Party. Unless prohibited by law, the Receiving Party shall notify the Disclosing Party of any legally binding request to disclose confidential information held by the Receiving Party.

The Receiving Party shall ensure that any individuals or subcontractors who may be assumed to come into contact with confidential information are bound to keep such information confidential, to the same extent as the Receiving Party is bound according to the Agreement and Product Agreements.

Deligate has the right to register data regarding the Subscriber's name, address, telephone number, position, etc. that are necessary for Deligate to perform its undertakings according to the Agreement and Product Agreements. Deligate has the right to change identification codes and other user-related information if Deligate finds it necessary for operational or security reasons. If

personal data is processed within the scope of the Service, the Subscriber shall be the controller of personal data and Deligate shall be the personal data assistant. As the controller of personal data, the Subscriber is responsible for ensuring that the processing of personal data is carried out in accordance with applicable legislation. The Subscriber undertakes not to process sensitive personal data within the Service.

Deligate undertakes to only process personal data in accordance with the Agreement, Product Agreements and the Subscriber's written instructions. Deligate shall be entitled to compensation for complying with the Subscriber's written instructions if the requested action is not evident from the Agreement, Product Agreements or otherwise.

Deligate shall undertake reasonable technical and organizational measures to protect any processed personal data. Deligate shall be prepared to comply with decisions by public authorities on measures required for compliance with any statutory requirements for the protection of the Subscriber's personal data. If Deligate incurs extra costs for complying with changed protection requirements, the Subscriber shall compensate Deligate for such costs.

Deligate shall provide technical and practical solutions for the investigation of suspected unauthorized processing or access to personal data.

The Subscriber has the right to follow up with Deligate to ensure compliance with the Subscriber's requirements for processing. In the event of such follow-up, Deligate shall assist the Subscriber or the person who performs the follow-up with documentation and access to premises, IT systems and other assets required for the follow-up of Deligate's compliance with this Agreement. Deligate shall also ensure that the Subscriber holds corresponding rights in relation to any sub-processors used. Deligate has the right to offer, and the Subscriber shall accept, alternative approaches for follow-up, such as an inspection carried out by an independent third party. The subscriber has the right, but is not obligated to choose this alternative option of follow-up.

If Deligate uses a subcontractor that processes personal data (a "sub-processor"), Deligate is authorized to sign a contract with the subcontractor according to which the subcontractor, as a personal data assistant, undertakes to comply with the provisions of the Agreement or Product Agreements with regard to the processing of the Subscriber's personal data. The Subscriber understands and accepts that the Supplier's personal data may be transferred to a country outside the EU/EEA ("third country"). If personal data is transferred to a third country, Deligate shall ensure that such transfer takes place in accordance with applicable personal data legislation.

Upon a written request from the Subscriber, Deligate shall inform the Subscriber without unreasonable delay of any subcontractors used and in which country the processing of personal data takes place. If Deligate replaces a subcontractor who processes the Subscriber's personal data, Deligate shall notify the Subscriber of this, in which case the Subscriber shall have the right to terminate the Agreement and Product Agreements, subject to the Subscriber notifying Deligate of the termination within two weeks of the notice regarding the change of subcontractors.

Both parties have the full right to use the statistics arising from the Subscriber's use of the Service, provided that upon submission to Third Party, it is anonymous and does not reveal which of Deligates Subscribers to which the statistics are derived.

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§ 6 The Subscriber's undertakings

The Subscriber is responsible for the communication between the Subscriber and the Connection Point and for obtaining any equipment and software required for using the Service, as stated by Deligate on deligate.se or other websites operated by Deligate and/or its partners or otherwise in writing.

When using the Service, the Subscriber undertakes to fully comply with applicable Swedish and international legislation, in particular with regard to any information that is sent, stored, communicated or otherwise processed within the Service and on deligate.se. The Subscriber shall ensure that its processing of information does not infringe any third party's rights under the Swedish Act on Copyright in Literary and Artistic Works (1960:729) or other corresponding acts under any national laws. If the Subscriber uses software, presentations, drawings or other works to which the Subscriber obtained access through the Service, the Subscriber is responsible for ensuring that it has the right to use such works.

The Subscriber must not divulge its user name or identification code or in any other way make the Service available to a third party, unless such possibility is provided for in a specific Product. The Subscriber shall be liable for every action undertaken in the Service and on deligate.se or other websites operated by Deligate and/or its partners using the Subscriber's user name and identification code. If the Subscriber wishes to use multiple usernames and codes for identification, in order to distinguish internal users, the Subscriber is fully responsible for all users meeting the requirements specified in this Agreement, on [Deligate.com](https://deligate.com) and in the applicable Product Agreement.

Subscriber shall be obliged to ensure that data files and other information communicated to and within the Service are free of viruses and other defects that may affect the functioning or performance of the Service. If the Subscriber's data files or other information are found to disrupt the functioning or performance of the Service, Deligate may suspend the Subscriber until the cause of the disruption has been eliminated.

The Subscriber is responsible for its own access to any hardware and software required for using the Service.

§ 7 Fees, payments and audits

The Subscriber shall pay Deligate, or a Franchisee designated by Deligate, a fee for the license to use the Products according to the price list as applicable from time to time, unless otherwise agreed in writing between the Parties or between the Subscriber and the Franchisee. Any fee increase shall be notified via deligate.se or other websites operated by Deligate and/or its partners or in any other way that makes it clear to the Subscriber, at least 30 calendar days prior to the new fee coming into effect.

Unless otherwise agreed between the parties, all fees for the Product shall be invoiced and paid monthly in advance, except with regard to Subscribers with annual subscriptions if nothing else is decided between the Parties.

Complaints regarding invoices will only be considered if they are made by the Subscriber no later than 10 calendar days from the invoice date. The terms of payment are 30 calendar days. Deligate may, however, change the terms of payment stated above if such a change is justified by the Subscriber's financial circumstances.

Penalty interest will be charged from the due date and shall correspond to the reference rate as applicable from time to time with a supplement of eight percentage points. Deligate has the right to charge a special fee for invoicing and payment reminders.

Deligate has the right to suspend a Subscriber from the Service if the Subscriber, despite a written payment reminder, omits to pay an overdue amount to Deligate or a Franchisee. A Subscriber who, after suspension, pays the overdue amount and regains access to the Service shall pay a reopening fee to Deligate. Such reopening fee shall never exceed the Subscriber's monthly fee as applicable from time to time.

Deligate has the right to terminate the Agreement and all Product Agreements with immediate effect if the Subscriber is repeatedly in default with payment or if payment is delayed by more than 15 days at any one time. Furthermore, Deligate is entitled to damages for any loss Deligate may have incurred through the Subscriber's delay.

Deligate has the right to conduct an audit if necessary to verify that the information provided by the Subscriber as a basis for the pricing of the Service is correct, or if there is reason to believe that this information has changed. In the event of an audit, Deligate shall have the right to obtain assistance from external auditor. Audits may be performed during the term of the Agreement as well as during a period of 12 months after the Agreement has expired. Deligate shall bear the cost of the audit if the Subscriber's information proves to be correct. If the information is incorrect, the Subscriber shall bear the cost. Upon request, the Subscriber shall immediately provide any documents and information required by Deligate for the audit.

§ 8 Intellectual property rights

Unless otherwise set forth in these General Terms and Conditions, nothing in the Agreement, these General Terms and Conditions or any other documentation between the Parties shall be considered to constitute a transfer of intellectual property rights between the Parties. Deligate and certain third parties hold the copyright and all other intellectual property rights, including the know-how, to all software, databases and other products, recipes and works to which the Subscriber receives access through the Service, deligate.se or at other websites operated by Deligate and/or its partners or the Agreement. The subscriber has no right to copy, download or in any other way manage information or data from deligate.se.

Deligate's provision of the Service shall not be construed as making the Subscriber's Data available in accordance with Section 3 of the Swedish Act on Copyright to Literary and Artistic Works (1960:729) or the corresponding legislation of another country. The Subscriber undertakes to defend Deligate at its own expense if claims are made or actions are brought against Deligate for infringement of a third party's rights regarding the use of the Subscriber's Data or other information that is stored or otherwise used by the Subscriber within the Service. The Subscriber further undertakes to compensate Deligate for any costs and damages that Deligate may be obliged to pay due to a settlement or a judgment. The Subscriber's undertakings shall only apply on condition that Deligate notifies the Subscriber within a reasonable period of time of any claims made or actions brought and that the Subscriber has the sole right to decide on the defense against such actions and to negotiate arrangements or settlements.

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§ 9 Deligate's right to suspend the Service

Deligate has an unlimited right to suspend the Subscriber immediately from continued

use of the Service or terminate the Agreement with immediate effect if the Subscriber:

- (1) within the Service, processes information in a way that infringes another party's copyright or other rights in contravention of applicable legislation or is otherwise found to be unethical or immoral; or
- (2) without authorization attempts to destroy, distort or gain unauthorized access to information within the Service.

Furthermore, Deligate shall be entitled to damages and compensation for damage, including compensation for loss of goodwill, caused by the Subscriber's action according to items (1)–(2).

§ 10 Limitation of liability

If a Party is prevented from fulfilling its undertakings in accordance with the Agreement or Product Agreements due to a circumstance outside a Party's control, such as a stroke of lightning, a labor dispute, fire, a natural disaster, changed regulations by a public authority, intervention by a public authority, network or device failure external to our data centers, or defects or delays in services from subcontractors caused by any of the circumstances listed above, this shall constitute grounds for release which entail postponement of the time for performance as well as release from damages and any other consequences. If performance of the Service has been substantially prevented for a period exceeding two months due to circumstance listed above, a Party has the right to withdraw from the Agreement and all Product Agreements without liability to pay compensation. A Party that seeks relief according to this section shall notify the other Party without undue delay.

A Party is not liable or otherwise responsible for indirect damages incurred by the other Party or any third party due to a Party's breach of the Agreement or Product Agreements. A Party's liability for damages is limited per calendar year to an aggregate amount of 15% of the fees paid by the Subscriber to Deligate or the Franchisee in the past 12 months. However, these provisions shall not apply if a Party is in breach of its obligations according to § 8 (intellectual property rights).

§ 11 Changes in the General Terms and Conditions and the Service, etc.

Deligate has the right to alter deligate.se or other websites operated by Deligate and/or its partners and the Service in the form of updates. Such alterations that can be implemented without inconvenience to the Subscriber may be performed at any time. Other alterations shall be notified to the Subscriber within a reasonable period of time via deligate.se or at other websites operated by Deligate and/or its partners or in any other way that makes it clear to the Subscriber.

Deligate has the right to amend these General Terms and Conditions from time to time, unless otherwise agreed between the Parties. Such an agreement must be signed by both parties. The Subscriber must be notified of any amendments to the Terms and

Conditions according to this Section § 11, either via deligate.se or at other websites operated by Deligate and/or its partners or in any other way that makes it clear to the Subscriber, at least 30 calendar days before the amended General Terms and Conditions take effect.

If the amendment to these General Terms and Conditions entail a material disadvantage to the Subscriber, the Subscriber has the right to terminate the Agreement with effect from the time when the amended General Terms and Conditions enter into force. In order for such termination to be valid, the Agreement must be terminated no later than the time when the relevant amendment comes into effect.

The Subscriber must not transfer or assign the Agreement, wholly or in part, to another party without Deligate's written consent.

Deligate has the right to transfer or assign its rights according to the Agreement, wholly or in part, without the Subscriber's consent. Deligate also has the right to transfer its obligations under the Agreement, either to another company that Deligate is a part of or to a third party, without the Subscriber's consent, unless otherwise explicitly agreed in writing between the Parties.

§ 12 Term of Agreement, notice of termination, etc.

Unless otherwise agreed, either Party may terminate the Agreement or a Product Agreement with one (1) month's notice.

Either Party has the right to terminate the Agreement or Product Agreements if:

- a) the other Party is in material breach of its undertakings according to the Agreement or Product Agreements and does not rectify the breach within 15 days of a written notification addressed to the opposite Party with reference to this section; or
- b) the other Party has been declared bankrupt, initiated negotiations for a composition, is subject to a company reconstruction or is otherwise insolvent.

The terminating Party may terminate the Agreement or Product Agreements with effect from the date stated in the notice of termination, but no later than three months from the notice of termination. The notice of termination must be in writing to be valid.

Upon termination of the Agreement, Deligate will delete all information, including Subscriber Data, at the earliest 24 months from the termination of the Agreement and Product Agreement.

§ 13 Applicable law and dispute resolution

The Agreement and these General Terms and Conditions shall be governed by Swedish law.

Any dispute, controversy or claim arising out of or in connection with this Agreement or the Product Agreements, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

However, Deligate shall always have the right to enforce overdue claims through the Swedish Enforcement Authority or in a general court of law.