

TERMS AND CONDITIONS FOR e-Invoice Connect – Dec 19th, 2019

1. Definitions

- 1.1 **Administrative User.** A user with special privileges, for instance to alter the Member's organizational information, provide access to new Users, and remove existing Users.
- 1.2 **User.** A natural person appointed by the Member, who has been given the authority to have access to Member Data.
- 1.3 **Agreement.** The agreement entered into between Tungsten Automation and the Member regarding the Member's right to use the Service, which agreement includes these Terms and Conditions, the order form and any other written appendices, amendments and addendums that may be agreed upon between the parties.
- 1.4 **Tungsten Automation.** Tungsten Automation, having its registered office in c/o Convendum, Vasagatan 16, 111 20 Stockholm, Sweden.
- 1.5 **Confidential Information.** All information, whether technical, commercial or other, written or oral, except for information which was generally known or which becomes a matter of general knowledge otherwise than through a breach of this Agreement or information that a party can show has come to that party's knowledge otherwise than through the Service.
- 1.6 **Member Data.** Information or data stored in the Service on behalf of the Member.
- 1.7 **Member.** The legal entity specified as member in the Agreement. A member may only have one registration number. Subsidiaries and other organizations with separate registration numbers are thereby separate members.
- 1.8 **Membership level.** The Service is provided in different levels of functionality with differing limitations.
- 1.9 **Normal Business Hours.** Weekdays between 8 am and 5 pm.
- 1.10 **Operator.** Provider of services to transmit electronic messages.
- 1.11 **Network Connected.** Invoice recipients or senders not connected to the Service but connected to an operator with whom Tungsten Automation has an Agreement of interconnectivity.
- 1.12 **Agreement of interconnectivity.** Agreement between Tungsten Automation and an Operator regarding the exchange of electronic messages to the respective parties connected. Agreements of interconnectivity may be cancelled. Tungsten Automation is not responsible for the maintaining of any specific Agreement of interconnectivity.
- 1.13 **The Service.** The Service ordered by the Member in the order form, which service includes Tungsten Automation's internet service e-Invoice Connect.

2. Agreement

- 2.1 This Agreement is entered into through the Member's order of the Service in the order form on any of the pages within the site of the e-Invoice Connect (www.invoiceportal.net) and Tungsten Automation's confirmation of the order pursuant to Section 18.
- 2.2 This Agreement constitutes the entire agreement with respect to Tungsten Automation's provision of the Service and the Member's use of the Service and supersedes all other agreements between the parties with respect to the Service. The different agreement documents shall prevail between themselves according to the following order:
 - (i) Order Form
 - (ii) Terms and Conditions for the e-Invoice Connect
 - (iii) Other written agreements between the parties, whereas later agreements shall supersede earlier agreements.

3. License

- 3.1 The Member is, through this Agreement, given the right to use the Service in accordance with the provisions of the Agreement. The Service may only be used for the purposes stated in the Agreement.

4. Connection of the Service

- 4.1 E-Invoice Connect shall provide the Member confirmation by e-mail that the Member has been approved as a Member. Such confirmation is normally provided within five (5) business days of the entering into of this agreement. When the information has been sent to the Member the Service will be considered to have been connected.

5. Membership levels

- E-Invoice Connect has different tiers that members can sign up to, but also other special agreements are available. Sections 5.1 to 5.4 describe different membership levels.

- 5.1 **E-Invoice Connect Free** is a cost-free internet service to exchange electronic invoices. E-Invoice Connect Free only includes the option to receive invoices in PDF-format via e-mail. The total amount of invoices a Member can send and receive is 25 invoices per calendar month. E-Invoice Connect Free includes a web-interface for registration of invoices. Attachments can be sent. The storage contains invoices from the present and the previous calendar month.

- 5.2 **E-Invoice Connect Basic** level includes all the services the e-Invoice Connect Free level does, and the following. The total amount of invoices a Member can send and receive is 100 invoices per calendar month. E-Invoice Connect Basic also contains provisions to exchange invoices through integrations with the Member's own systems, by file-transfer via selected formats. Such integrations are affected by application versions, installations and, other parameters. Tungsten Automation cannot guarantee that all versions of the installations will be compatible with the e-Invoice Connect. See www.invoiceportal.net for a current listing of the integrations available to e-Invoice Connect Basic. E-Invoice Connect Basic also adds the possibility to use a printing service in some markets which means Tungsten Automation will print and mail invoices that cannot be send electronically or via e-mail. The storage contains invoices from the present and the previous three calendar months.
- 5.3 **E-Invoice Connect Plus** level includes all the services the e-Invoice Connect Basic level does, and the following: The total amount of invoices a Member can send and receive per calendar month is unlimited. 500 invoices are included in the monthly fee. Should this number be exceeded another 500 will automatically be added. An unlimited number of such additions may be done. Each addition has the same cost as the monthly fee of e-Invoice Connect Plus. The storage contains invoices from the present and previous calendar year. E-Invoice Connect Plus includes the option to integrate custom formats based on the Member's need. This option can be provided by the e-Invoice Connect consultancy team at an additional charge.
- 5.4 **E-Invoice Connect Premium** level includes all the services the e-Invoice Connect Plus level does, and the following: The total amount of invoices a Member can send and receive per calendar month is unlimited. 5,000 invoices are included in the monthly fee. Should this number be exceeded another 5,000 will automatically be added. An unlimited number of such additions may be done. Each addition has the same cost and the monthly fee of e-Invoice Connect Premium. The storage contains invoices from the present and at least the previous ten calendar years.
- 5.5 Upgrading to a higher Membership level may be done at any time and will take effect immediately. Upgrades are billed according to 13.2.
- 5.6 Downgrading to a lower Membership level may be done at any time and will take effect once contract term has ended. Fees already billed will not be credited or repaid. If a downgrade is done after Tungsten Automation has already billed the following period, the member must pay those fees already billed.
- 6. User etc**
- 6.1 The Member shall appoint one or more Users and register them. The first User to be registered will be the Administrative user. Only Users are entitled to have access to Member Data.
- 6.2 Additional Users are registered on the Invoice Portal website. The Member must confirm that the new User is entitled to access Member Data by clicking a one-time link in an e-mail sent to the Administrative user.
- 6.3 The Member will be provided with login information, such as user name and password, for each User. Such information is personal for each User and may not be disclosed to or used by anyone except the User. No one but the natural person specified by the Member as a User has the right to use the login information. The Member undertakes to ensure that each User handles the login information in a safe manner. If the Member suspects that user name or password has come to the knowledge of any one but the User, the Member is obliged to immediately provide for the changing of the password.
- 6.4 The Member is responsible for each User being informed of and complying with the provisions of this Agreement.
- 6.5 The Member is responsible for removing Users that are no longer entitled to access Member Data.
- 7. Reception and sending of Invoices**
- 7.1 Member who sends invoices through the e-Invoice Connect is required to ensure that they meet the requirements for content and such that the recipient has stipulated in order to approve the invoice as accepted.
- 7.2 The data storage of the e-Invoice Connect is located in the EU. If a Member wishes to store its invoices in another country the Member may themselves store copies of send and received invoices in another country, or the Member may for a fee from Tungsten Automation receive copies of invoices that the Member may themselves archive. The responsibility to store invoices in the correct country rests solely on the Member.
- 7.3 Members of the e-Invoice Connect and other recipients may reject invoices based on different requirements for content and such. The rejected invoices to a receiving Member will be stored in an archive where they may be viewed by the Member. Only invoices received by file are stored, such as invoices sent from Network Connected or from Members with a system integration.
The sender of the invoice may correct a rejected invoice either via a one-time link in the rejection notification or by resending the invoice with the correct information. Once the sender has corrected the invoice it will be moved from the receiving Member's archive of rejected invoices to the receiving Member's archive of received invoices and be sent to the receiving Member as per the Member's settings.
- 7.4 Sending Member that registers invoices in the web-interface of the e-Invoice Connect will be unable to send the invoice if it does not meet the requirements of the receiving Member and, it will thus not be shown in the receiving Member's archive.
- 7.5 Sending Member that has sent invoices in other ways than the web-interface are also able to view their rejected invoices in an archive.

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8. Maintenance and Limited Access etc

- 8.1 The Member is aware of and approves that Tungsten Automation from time to time may update the Service. Such updates may, however, only be made to the extent the Service, after such update, has equivalent or similar functionality as before the update.
- 8.2 Tungsten Automation also has the right to take other measures than those in Section 8.1, that affect the Service, if they are required due to technical, maintenance, safety or operational reasons. Such measures shall be performed speedily and all interruptions shall be kept down.
- 8.3 If the use of the Service in whole or in part results in damage or risk of damage for Tungsten Automation or its customers or partners Tungsten Automation is entitled to limit the access to the Service. In connection to this, Tungsten Automation is only allowed to take appropriate and adequate measures.
- 8.4 The Member may not seek unauthorized access to computers or other systems containing information, not intended for the Member. The member may also not use automated systems to access member data or other information. Should the Member get access to such information, the information may not be forwarded to any one or used in any way. The Member is responsible to ensure that the Service is not accessible in any way for any unauthorized person and that no unauthorized person in any way uses the information related to the Service.

9. Adjustment of Message Format

- 9.1 The Member is aware of and approves that Tungsten Automation may modify the form of the invoices and other messages sent through the Service, such as adjust the format or delete or add information.

10. Support

- 10.1 Tungsten Automation provides support to e-Invoice Connect Members during Normal Business Hours (see section 1.9). Support fees will be invoiced on a monthly basis in arrears.

11. Defects

- 11.1 Tungsten Automation is responsible to ensure that the Service can be used in accordance with the Specification. Any discrepancy in the Service from the Specification is defined as a "defect". Defects in the Service shall be reported to Tungsten Automation via e-mail. The reporter shall describe how and when the defect occurs, preferably accompanied by a "screen dump"
- 11.2 Rectification of defects shall be started within reasonable time from Tungsten Automation's receipt of the Member's defect report and shall be performed during Normal Business Hours.
- 11.3 During the time from Tungsten Automation's receipt of the defect report until the defect has been rectified the Member is entitled to be credited fixed fees relating to this period in proportion to the defect and upon written request. The request must be received by Tungsten Automation within one (1) month from the day the defect was rectified. The Member is not entitled to any other compensation due to defects in the Service.
- 11.4 If the Service is still defected one (1) month after the defect report was received by Tungsten Automation, the Member is entitled to terminate the Agreement, in writing, with immediate effect. In the event of such termination, the Member is not entitled to any reimbursement of any payments relating to the period before Tungsten Automation's receipt of the defect report.
- 11.5 Tungsten Automation's liability to rectify defects pursuant to this Section 11 does not include:
 - (i) defect of no importance for the intended use of the Service and which is only of insignificant inconvenience for the Member,
 - (ii) defect due to the Member's negligence, act, omission, breach of Agreement or fault or due to force majeure,
 - (iii) defect caused by the Member's or User's equipment or accessories, and
 - (iv) defect caused by the Member's or User's interference with or handling of the Service in contradiction to the Agreement or the instructions provided from time to time, for the use of the Service.

12. Accessibility

- 12.1 Tungsten Automation warrants that the Service is accessible at least ninety eight (98) per cent during opening hours of the Service per calendar month. Limited access to the Service due to circumstances in Section 8, or due to defects which Tungsten Automation is not liable for pursuant to Section 11.5 or circumstances beyond Tungsten Automation's reasonable control, such as interruptions or delay in external network and power failure, shall not result in the Service being considered not accessible when calculating the Service's accessibility according to this Section.
- 12.2 If the Service does not fulfill the guaranteed accessibility during a continuous period of one (1) calendar month, the Member is entitled to be credited fixed fees relating to this period, upon written request. Such request must be received by Tungsten Automation within one (1) month from the last day of the month when the Service did not fulfill the accessibility guarantee. The Member is not entitled to any other compensation.

13. Fees and Payment

- 13.1 The Member is obliged to pay the fees according to the Agreement.

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- 13.2 Fixed fees will be invoiced monthly in advance as ordered. Other fees will be charged in arrears if not otherwise agreed between the parties. Tungsten Automation is entitled to charge fixed fees for the Service from the day the Service has been connected pursuant to Section 4.
Upgrades are billed in advance for the remainder of the calendar month at a charge of 5% of the monthly fee per business day remaining. The fee for the following month will be billed at the same time.
- 13.3 If the Member does not pay the fees on the due date Tungsten Automation is entitled to charge interest on overdue payments in accordance with the Interest Act (Sw; Räntelagen) and, where appropriate, extra fees for reminder, collection expenses, and similar.
- 13.5 If the Member does not pay fees in due time and is in delay by more than thirty (30) days Tungsten Automation is entitled to suspend the provision of the Service until all due fees have been paid by the Member. If the Member is in delay by more than ninety (90) days Tungsten Automation is entitled to erase Member Data.
- 13.4 All fees and other sums are stated in the order form and exclusive of VAT and other taxes and charges to be paid by the Member.

14. Adjustment of Fees

- 14.1 During the term of this Agreement Tungsten Automation is entitled to adjust the fees for the Service with effect one (1) month after the Member in writing has been informed of the change.
- 14.2 Irrespective of Section 14.1 and during the term of this Agreement Tungsten Automation is always entitled to adjust the fees for the Service with a shorter notice period than stated in Section 14.1 if Tungsten Automation's costs related to the Service is increased due to changed taxes, fares, currency fluctuations, governmental acts or omissions, new or amended laws or regulations, changed fees charged by network providers or other circumstances beyond Tungsten Automation's control provided that the adjustment of the fee corresponds to the cost increase.
- 14.3 If the Member does not accept the adjusted fee pursuant to this Section 14, the Member is entitled to terminate the Agreement effective on the date the adjustment takes effect, provided that termination of the Agreement has been made in writing before such date.

15. Consultancy Services

- 15.1 According to a separate agreement Tungsten Automation may offer consultancy services relating to the Service. Consultancy services are charged in accordance with Tungsten Automation's from time to time applicable price list.

16. Limitation of Liability

- 16.1 Tungsten Automation is with the limitations in this section 16 only liable for direct damage to the Member caused by Tungsten Automation's negligence in provision of the Service in accordance with the Agreement. Tungsten Automation's liability for defects in the Service and breach of the accessibility guarantee is limited in accordance Sections 11 and 12.
- 16.2 In no event, unless the damages have been caused by Tungsten Automation's willful misconduct or gross negligence, shall Tungsten Automation's liability to pay damages under this Agreement exceed the total amount of fees actually paid or payable by the Member to Tungsten Automation for the affected Services under this Agreement during the eighteen (18) months preceding a claim.
- 16.3 In no event is Tungsten Automation liable for damages suffered by the Member, directly or indirectly caused by:
- (i) the Service not being accessible due to circumstances stated in Section 8,
 - (ii) the connection or network between the Member, User or other person or entity and the Service not functioning as intended or other similar circumstances,
 - (iii) Member Data or electronic messages, such as EDI-messages being delayed, misrepresented, falsified or lost,
 - (iv) that more than one person use the Service as one single User.
- 16.4 Tungsten Automation does not warrant or represent, and is not liable for:
- (i) the Service being compatible with the Member's or the Member's supplier's equipment or accessories, including, but not limited to computers, other software, printers, modems, routers, firewalls and/or Internet operators or combinations hereof,
 - (ii) the Service fulfilling the Member's requirements or expectations not stated in the agreed specification for the Service,
 - (iii) updates, modifications, changes, copies or the like with respect to the Service made by the Member in contradiction to this Agreement, or
 - (iv) such modifications or the like relating to the Service or copies of the Service made by the Member on the basis of compulsory law.
- 16.5 The Member loses its right to damages or any other compensation pursuant to this Agreement if the Member has not notified Tungsten Automation of the claim in writing within three (3) months from termination of the Agreement.

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17. Force Majeure

- 17.1 Tungsten Automation shall not be responsible or liable in any way for failure or delay in carrying out an obligation of this Agreement resulting from any cause or circumstance beyond Tungsten Automation's reasonable control. Following cessation of the cause or circumstance of such failure or delay the obligation shall be performed in accordance with the Agreement. As an event of force majeure pursuant to this Section shall be considered natural disasters, war, act of war, terrorist attack, terror threat, governmental acts or omissions, new or amended laws, labour conflicts, communication supplier's insufficient capacity or other similar circumstances as well as defects or delays with respect to services provided by third parties due to circumstances pursuant to this Section. Irrespective of the above stated, a party may terminate the Agreement with immediate effect if the carrying out of an obligation of the Agreement is delayed more than six (6) months due to force majeure.

18. Term

- 18.1 The right to use the Service is ordered by the Member by registering as a Member and User on the e-Invoice Connect website (i.e.. www.invoiceportal.net). In order to register the Member must confirm that the Member has read and accepted the Terms and Conditions for the Invoice Portal. The Agreement enters into force on the date Tungsten Automation has accepted the Member's order by sending to the Member a confirmation by e-mail and shall remain in force for the period set out in the Member's order of the Service and in the Tungsten Automation's confirmation of that order.
- 18.2 A party that wishes to terminate the Agreement must give notice in writing and the Agreement will expire the 1st of the calendar month following the notice. However, notwithstanding the foregoing, a party that wishes to terminate an Agreement that has been entered into for a fixed period of time must give notice in writing at the latest the calendar month prior to the expiration of the fixed period. If an Agreement that has been entered into for a fixed period of time is not terminated as set out herein, the Agreement will be prolonged and terminated as set out in the first sentence of this clause 18.2. Tungsten Automation will not credit or refund payments already made. If the notice to terminate has been given after Tungsten Automation has already billed or invoiced the coming period the Member shall pay those fees. No refunds will be made.

19. Consequences of Termination

- 19.1 Upon termination of the Agreement Tungsten Automation is entitled to permanently erase all existing Member Data and the Member has no right to use the Service in any way. Making necessary back-up copies of the Member Data before such termination is the obligation of the Member.

20. Storing of Member Data

- 20.1 Tungsten Automation stores all Member Data during the term of the Agreement, however, in no event longer than ten (10) years. Upon termination of the Agreement Tungsten Automation is entitled to permanently erase all existing Member Data. Making necessary back-up copies of the Member Data before such termination is the obligation of the Member.
- 20.2 Tungsten Automation uses redundant storage solutions, with a reasonable certainty, ensure the safety of Member Data.

21. Pricing

- 21.1 Pricing is according to order form, prices in the e-Invoice Connect service or a separate agreement.

22. Confidential Information etc

- 22.1 Neither party shall disclose Confidential Information to any third party that the party has received from the other party or use Confidential Information for other purposes than set forth in this Agreement. This obligation applies during the term of the Agreement and thereafter. The confidentiality obligation does, however, not apply with respect to information that a party is obliged to disclose because of law, regulations or acts of governmental authority. Each party shall ensure that its employees, consultants, suppliers and others to whom Confidential Information may be disclosed are bound by the same confidentiality obligation as the party according to this Agreement.

23. Compliance with Laws and Personal Data

- 23.1 Member and Tungsten Automation agree to comply with any and all laws and governmental requirements that apply to their respective performance under this Agreement, in particular the General Data Protection Regulation (EU) 2016/679 ("GDPR"). Member agrees that it is solely responsible for determining and complying with any and all laws and governmental requirements applicable or incident to Member's use of the Services, including, without limitation, data protection laws affecting Member's use or the retention of data, including any obligation to obtain consents related to any disclosure of personal data.

- 23.2 The Member shall ensure that each User and any other person having a right to use the Service consents to and understands that personal data furnished to Kofax Expert Systems or such data otherwise received by Tungsten Automation in relation to the Agreement will be registered and processed by Tungsten Automation in accordance with this Section 23. Tungsten Automation process personal data in order to fulfill the obligations of this Agreement, for the purpose of marketing by Tungsten Automation or its partners and for marketing researches and statistical purposes. Tungsten Automation may also disclose personal data to partners for these purposes. A consent may be withdrawn at any time by the person whose personal data is being processed (Tungsten Automation has, however, the legal right to process certain data independent of consent) and such person may in writing oppose to direct marketing. A person, whose personal data is being processed, may upon written request once a year be provided information on whether his or her personal data is being processed as well as which data is being processed, where this data has been collected, the purposes of the processing and to which recipients or categories of recipients the data is disclosed. The person whose data is being processed is entitled to request that Tungsten Automation without delay corrects or erases incorrect or incomplete personal data.
- 23.3 The Member is responsible for ensuring that personal data regarding the Member, User(s) and others given to Tungsten Automation are correct and complete.
- 23.4 In case Tungsten Automation processes personal data of the Member in the context of Member's use of the Services as a data processor within the meaning of the GDPR, the Tungsten Automation Data Processing Addendum applies. The Tungsten Automation Data Processing Addendum will be provided to Member at any time upon request.

24. Intellectual Property Rights etc

- 24.1 Any and all intellectual property rights (such as trademarks and copyrights) relating to the Service belong to Tungsten Automation or its suppliers.
- 24.2 Other than what is explicitly stated in the Agreement, the Agreement does not entail or imply any transfer or license of or any other right to any of Tungsten Automation's intellectual property or other proprietary rights.
- 24.3 Any and all intellectual property rights relating to modifications, changes, updates, developments or the like relating to the Service are Tungsten Automation's property. Such modifications, changes, updates etc are, however, included in the license pursuant to this Agreement (and the terms and conditions of the Agreement are thus fully applicable also with respect to such changes, updates etc) in the course of their being made available to the Member by Tungsten Automation.
- 24.4 The Member may not use the Service, in whole or in part, in any other manner than explicitly set forth in this Agreement. Except for what is explicitly set forth in this Agreement or by mandatory law the Member is not allowed to, or permit any third party to use, copy, modify, change or in any other way transfer or use the Service in whole or in part (such as source code belonging to Tungsten Automation).
- 24.5 Notice of patent, copyright or trademark on software or media relating to the Service may not be removed, erased or changed by the Member.

25. Amendments of the Agreement etc

- 25.1 During the term of the Agreement and in addition to adjustment of the fees according to Section 13, Tungsten Automation is entitled to amend the terms and conditions of the Agreement with respect to the Service upon three (3) months written notice to the Member.
- 25.2 If the Member uses the Service, the Member shall be considered to having accepted the terms and conditions of the Service in accordance with the Agreement.
- 25.3 Irrespective of what is set forth in Section 25.1, during the term of the Agreement and without prior notice, Tungsten Automation is always entitled to make such amendments to the Agreement or the Service, that reasonably do not result in any inconvenience for the Member or amendments due to circumstances not pertaining to Tungsten Automation and of which Tungsten Automation does not dispose, such as amendment of laws or regulations or circumstances beyond Tungsten Automation's control.
- 25.4 If the Member does not accept the amendment of the Agreement pursuant to this Section 25, the Member is entitled to terminate the Agreement with effect from the date the amendment is entering into force, provided that the notice of termination is made before such date.
- 25.5 If the Member does not terminate the Agreement according to this Section 25 the Member shall be bound by the new terms and conditions and/or changes in the Service.
- 25.6 If the Member, despite having terminated the Agreement, uses the Service one (1) month after termination the Member shall be bound by the amendments.

26. Assignment etc

- 26.1 Tungsten Automation may assign its rights and/or obligations under this Agreement, in whole or in part, to any third

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- party. Consequently, Tungsten Automation may assign its right to receive payment according to the Agreement.
- 26.2 The Member may not assign its rights and/or obligations under this Agreement, in whole or in part, to any third party. Consequently the Member may not transfer or license, lease, lend or in any other way, directly or indirectly, for or without consideration, use or otherwise dispose of the Service or part of it in any other manner than explicitly set forth in this Agreement.
- 26.3 Tungsten Automation is entitled to engage a subcontractor for the performance of its rights and/or obligations pursuant to the Agreement. Tungsten Automation is responsible towards the Member for the work done by such subcontractor as its own.

27. Governing Law and Dispute

- 27.1 This Agreement shall be governed by and construed in accordance with Swedish law.
- 27.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the laws applicable at any time. The place for arbitration shall be Stockholm, Sweden. With respect to payments of due amounts or disputes regarding amounts lower than SEK 250,000, including at the time of the claim being made amassed interest, either party may always bring claims to Swedish courts, where the Stockholm City Court shall be first instance.