

MAINTENANCE & SUPPORT AGREEMENT – DOMAIN PATROL SOCIAL

1. Definitions

In this Agreement the following terms shall have the meaning set forth below.

- 1.1 “**Agreement**” means this support agreement.
- 1.2 “**License Agreement**” means the Software license agreement between the parties (Licensee and Licensor).
- 1.3 “**Licensee**” means the physical or legal person pursuing business activities who has entered into a License Agreement for the Software with the Licensor.
- 1.4 “**Licensor**” means Infoware Solutions Svenska AB, registration no. 556463-7246, a private limited company duly incorporated under the laws of Sweden with registered address at Kungsholms Strand 123, S-111 28 Stockholm. E-mail address: info@infoware.se.
- 1.5 “**Software**” means the code in the software program “DomainPatrol Social”, subject to this support agreement and further described in the Specification, and all related documentation and material.
- 1.6 “**Specification**” means the written documentation delivered with the product, describing the functionality of the Software, including, but not limited to, information regarding compatibility with third party software.
- 1.7 “**Update**” means any correction to the current version of the Software which has been delivered to the Licensee.
- 1.8 “**Upgrade**” means a major release that provides new and/or enhanced functionality to the Software made available by delivery to the Licensee. Any new Upgrade shall, as a minimum, contain all functionality and features, or other equivalent functionality and features, previously licensed by the Licensee.

2. Undertaking of the Licensor

The Licensor shall provide the Licensee with the support services for the Software specified in this Article 2.

- 2.1 The Licensor undertakes to provide support services by answering to questions concerning Software errors or malfunctions related to code in the Software. Questions should be sent to support@infoware.se and must include technical information required to reproduce the error.

The Licensor undertakes to respond to support questions within two (2) working days

(Swedish bank holidays excluded).

- 2.2 The Licensor may, at its own complete discretion, issue Updates and/or Upgrades to the Software which will be made available to the Licensee. However, the Licensor does not warrant that any Update or Upgrade will be issued during the term of this Agreement. The License Agreement for Domain Patrol Social shall apply for any Updates and Upgrades.
- 2.3 The Licensor undertakes to notify the Licensee (by e-mail or notification on www.infoware.se/support) of any Updates and/or Upgrades issued during the term of this Agreement. Updates and Upgrades will be available for the Licensee free of charge during the duration of this Support Agreement.
- 2.4 The services are to be carried out in a professional manner in accordance with the methods and standards normally applied by the Licensor.
- 2.5 The Licensor does not warrant that the response given to any particular question will solve the error or malfunction concerned.

3. Exceptions to the Licensor's undertaking

- 3.1 The Licensor's undertaking in Article 2 does not include support services for errors caused by the Licensee having used the Software in any way deviating from what is set forth in the License Agreement.

4. Fee and payment

- 4.1 As compensation for the support services granted under Article 2, the Licensee shall pay an annual support fee on a yearly basis in accordance to the quote.
- 4.2 Any taxes and duties (for example VAT) are not included in the support fee and shall be paid by the Licensee as well as any costs connected with the payment of the support fee, such as bank fees.
- 4.3 The support fee is charged in advance. An invoice is sent in November covering the support and maintenance for the coming year.
- 4.4 Payment of the support fee is due within thirty (30) days from the date of invoice. Interest on late payments shall be paid in accordance with the Swedish Interest Act (1975:635).
- 4.5 Should the Licensee's payment be delayed for more than thirty (30) days after the Licensor's written request for payment the Licensor shall have the right, by written notice, to immediately terminate the Agreement and claim compensation for any damages that the delay might have caused the Licensor.
- 4.6 The support fee shall be the Licensor's full and only compensation for the services rendered under this Agreement.

5. **Limitation of liability**

5.1 The Licensor shall in no event be liable to the Licensee under this Agreement for loss of production, loss of data, loss of business or profit, loss of goodwill or the Licensee's obligation to compensate a third party or for any other indirect or consequential damage resulting from the support not correcting a problem.

5.2 The Licensor's aggregate and total liability under this Agreement in respect of any one or more events or series of events (whether connected or unconnected) occurring during the term of this Agreement shall be limited to an amount equal to the annual support fee paid by the Licensee.

6. **Term and termination**

6.1 This Agreement enters into force when the Licensor has received the Licensor has received the yearly payment from the Licensee. The Agreement shall remain effective for consecutive one (1) year terms thereafter, unless terminated in accordance with the terms and conditions contained in the Agreement.

6.2 The Licensee may terminate this Agreement effective at the expiry of the term set forth in Article 6.1 by giving written notice of termination three (3) months prior to the expiry of such term.

6.3 The Licensee or the Licensor may each terminate this Agreement with immediate effect if: (i) the other party has committed a material breach of this Agreement, and has not rectified the same within thirty (30) days after receipt of a written notice thereof; or (ii) the other party is wound up or if a trustee in bankruptcy or insolvency, liquidator, receiver, or manager on behalf of a creditor is appointed or if circumstances arises which would entitle the court or a creditor to make a winding-up order, or if it otherwise is likely that the other party is insolvent.

6.4 In the event of termination of this Agreement in accordance with Article 6.3, the Licensee shall not be entitled to a refund of any license fee paid.

6.5 In the event the Licensee has committed a material breach of the Agreement, the Licensee shall compensate the Licensor for its damages, costs, or loss, regardless of whether the Licensor chooses to terminate the Agreement under this Article 6 or not.

7. **Force majeure**

7.1 If and to the extent that a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed due to circumstances beyond the reasonable control of such party, including, but not limited to, lightning, labour disputes, fire, acts of war, requisition, seizure, currency restriction, riots and civil disorders, shortage of means of transportation, shortage of goods, amendments to regulations issued by governmental authorities, intervention of authorities or defects and/or delays in delivery of his sub-suppliers due to the circumstances here stipulated (each a "Force Majeure Event"), then the non-performing party shall be excused from

any performance of those obligations affected by the Force Majeure Event for as long as it continues. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature thereof. The non-performing party is, however, always obligated to, to the extent that is reasonably and commercially possible, mitigate the effects of the Force Majeure Events.

7.2 Should a Force Majeure Event continue for more than three (3) months, each party shall have the right to terminate this Agreement. For such termination the terms and conditions of this Agreement concerning termination shall apply.

8. **Miscellaneous**

8.1 Any amendment or modification to this Agreement or any appendices must, in order to be binding for the parties, be in writing and signed by both parties.

8.2 The Licensee may only assign the rights or obligations under this Agreement to a third party with the prior written consent of the Licensor.

8.3 Any notice required or permitted to be given by either party under this Agreement, shall be in writing and may be delivered by courier or electronic mail to the parties contact persons at the addresses stated in the Order Form. Such notice shall be deemed to be given:

(a) if sent by courier – on the day of delivery to the receiving party

(b) if sent by electronic mail and delivery is confirmed by receiving party – on the day of reception.

9. **Disputes and governing law**

9.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden.

9.2 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 administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC Institute).

9.3 The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also provide whether the arbitral tribunal shall be composed of one or three arbitrators.

9.4 The place of arbitration shall be Stockholm, Sweden. The language to be used in The arbitral proceedings shall be Swedish, unless otherwise agreed.