

MAILPAK OUT OF OFFICE SUPPORT AND MAINTENANCE AGREEMENT

1. **Definitions**

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

- 1.1 “Agreement” means this support and maintenance agreement.
- 1.2 “Mailpak OoO” means the Software “Mailpak Out of Office”.
- 1.3 “License Agreement” means the user license agreement regarding the Software entered into by the parties to this Agreement.
- 1.4 “Licensee” means the physical or legal person pursuing business activities who has entered into a License Agreement for the Software with the Licensor.
- 1.5 “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, 100 28 Stockholm. E-mail address: info@infoware.se .
- 1.6 “Order Form” means the form, supplied on the Licensor’s website, wherein contact and billing details as well as the number of users registered in the Domino Directory and the top certificates used to register the servers on which the Software is to be used are to be stated, which the Licensee has to fill out and send to the Licensor in order to receive a license in accordance with the Agreement.
- 1.7 “Software” means the license object, which consists of the included databases and code of Mailpak OoO as further described in the Specification, and all related specifications, documentation and any additional material.
- 1.8 “Specification” means the written documentation, supplied on the Licensor’s website, describing the functionality of the Software, including, but not limited to, information regarding with which third party software and with which version of the third party software the Software is compatible.
- 1.9 “Update” means any correction to the current version of the Software which has been delivered to the licensee.
- 1.10 “Upgrade” means a major release that provides new and/or enhanced functionality to the Software made available by delivery to the Licensee.

2. **Undertaking of the Licensor**

- 2.1 The Licensor shall provide the Licensee with the support services for the Software specified in this Article 2.
- 2.2 The Licensor undertakes to provide online support services through posting answers on the Software Support Portal to questions concerning Software errors or malfunctions, posted on that forum.
- 2.3 The Licensor may, at its own complete discretion, issue Updates and/or Upgrades to the Software. However, the Licensor does not represent or warrant that any Update

or Upgrade will be issued during the term of this Agreement. The License Agreement shall apply for and govern any Updates and Upgrades issued.

- 2.4 The Licensor undertakes to notify the Licensee of any Updates and/or Upgrades issued during the term of this Agreement, as well as where such Updates and/or Upgrades are available to the Licensee. Issued Updates and/or Upgrades will be available for delivery or for downloading from a place appointed by the Licensor, free of any additional charge for the Licensee r the duration of the Support Agreement.
- 2.5 The Licensor undertakes to respond to any question regarding Software errors or malfunctions posted on the support forum within two (2) Swedish working days of the posting. Public holidays and weekends are not working days in the context of this Agreement.
- 2.6 The services are to be carried out in a professional manner in accordance with the methods and standards normally applied by the Licensor.
- 2.7 The Licensor does not represent or 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 consideration 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 The support fee payable is exclusive of VAT and other taxes or duties, which, if applicable, shall be paid by the Licensee in addition to the support fee. Any costs connected with the payment of the support fee, such as bank fees, shall be borne by the Licensee.
 - 4.3 The support fee is payable in advance on a yearly basis upon reception of invoice in November for next 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 late payment last for more than thirty (30) days after the Licensor's written request for payment, the Licensor shall have the right to, by written notice, 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 The Support and Maintenance Agreement enters into force when the Licensor has received the yearly payment from the Licensee. The Maintenance fee shall be invoiced by the Licensor in advance and is valid for next calendar year. 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 Unless terminated in accordance with the provisions of this Agreement, the Agreement is automatically extended by a consecutive one (1) year term.
- 6.5 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.
- 6.6 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 of the 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, sent by registered airmail letter 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 registered airmail letter – five (5) days after the day of dispatch;

or

(c) if sent by electronic mail – when received at the other party's email address, provided that the sending party the same day has sent the e-mail by mail.

9. **Disputes and governing law**

9.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden, with the exclusion of its conflict of law rules.

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.
