

GENERAL TERMS & CONDITIONS

Giddir Services

1. GENERAL TERMS & CONDITIONS- (SAAS)

- 1.1 These General Terms & Conditions ("T&C") govern you, as a Customer, the use of agreed Services from the Supplier and fully or partially integrated Additional Services (collectively referred to herein as the "Service").
- 1.2 The Supplier is a privately held Swedish health technology corporation that offers, among other things, digital platforms, software services, data analytics, and information technology. The Supplier develops platforms and software technologies that facilitate the exchange, storage, and accessibility of data for data producers and consumers. The Supplier's technology philosophy includes (i) Use of strong encrypted data transferring methodologies and data minimization, (ii) Agile, transparent, modular, and interoperable architectures' that ensures an unimpeded flow of information, with high levels of integration possibilities for communication with external systems.
- 1.3 When an authorized signatory from the Customer has agreed to and signed the T&C, the Agreement is effective.

2. DEFENITION (TERMS)

Agreement: The formal agreement between Customer and Supplier in which this T&C is a part of.

Order form: Any appendix to and/or the formal Agreement that defines the fees for a service.

SaaS: Software as a service (SaaS) are services that allow users to use cloud-based applications or tools over the Internet;

Supplier: The contract owner and the supplier of the services in this agreement.

Customer: Agreement Party with the Supplier.

Customer-user: An employee in the Customer company or in the capacity of employment with an affiliated agent, affiliated insurance intermediary or member company of the Customer.

End-user: Common term that refers to the Customer company's users data or/and other information concerning the Customer company's use of and access to the Service;

User-data: All data that is added or extracted from the Service by the Customer company and/or End-users;

Supplier-data: All data owned by the Supplier or its Sub-contractors that are available to the Customer through the Service, including such information that is made available in the Service;

Cloud-providers: Sub-contractor to Supplier of IT infrastructure and tools provided over the internet, including, but not limited to, virtual servers, virtual storage, and virtual desktops/computers;

Subcontracted services: Means services provided at the Facilities by third parties which are under contract with Savor pertaining to any part of the Services as provided in this Agreement.

Start-date: The day when the delivery of the service is made available and can be used by the Customers End-user and Customer-user.

Sub-contractor: A Sub-contractor is a company or person whom a general contractor (or prime contractor, or main contractor) hires to perform a specific task as part of an overall project or service and normally pays for services provided.

3. SAAS SERVICES

- 3.1 The Service is provided as a SaaS model, where the Customer according to the Agreement, buys a software-based Service that is available for, but not exclusive to, End-users, Customer-users and their operational entities or Sub-contractor personnel.
- 3.2 The Customer receives a limited, cancelable, non-exclusive and, non-transferable access to use the Service in accordance with T&C and the Agreement for the Customers internal business operations for payment of the Service fees and, where applicable, fees at each meeting with the Supplier according to the current price list. Payment of fees according to agreement and fulfillment of T&C is a necessary condition for the right to use the Service.
- 3.3 The service is provided as-is. The right to use the Service is not conditioned by or dependent on any particular version of the Service or function at any particular time, but provides access to and the right to use the Service as it is at any given time. The provision of the Service is not conditional on the delivery of future versions or functionalities, nor is it dependent on publications, materials or comments concerning those made by or for the Supplier.
- 3.4 The Supplier reserves the right, in its sole discretion, to make improvements, additions, and changes, or to remove functionalities, or correct errors or deficiencies in the Service. The Supplier disclaims liability arising from these measures. If such change, contrary to expectations, disables functions or removes a function that becomes an essential part of the Service permanently, the Customer has the right to terminate subscriptions, transaction agreements, or any other form of access agreement for the service.
- 3.5 The Supplier reserves the right to change the terms of the T&C and other terms for delivery of the Service with 60 days' notice. If the Customer does not accept such change, the subscription, transaction agreement, or any other form of access agreement of the Service may be terminated in accordance with section 14 of these T&C.

Under no circumstances does the Customer have the right to transfer, in whole or in part, any subscription for the Service to third parties, (including but not exclusively in mergers and demergers, and bankruptcy,) unless written approval obtained from the Supplier before that.

4. OTHER SERVICES

- 4.1 The Service is provided as a flexible model, where the Customer according to the Agreement, buys Services such as, but not limited to, Custom software, consultative services, and Custom integrations.
- 4.2 The Customer receives a flexible Service in accordance with T&C and the Agreement for the Customers internal business operations or Customer's own customers, for payment of the Service fees and, where applicable, fees at each meeting with the

Supplier according to the current price list. Payment of fees according to agreement and fulfillment of T&C is a necessary condition for the right to use the Service.

- 4.3 The service is provided as Described in the Agreement between Supplier and Customer. The right to use the Service is conditioned by or dependent on any particular Agreement for that Service or function at any particular time. The provision of the Service is conditional on the Agreement terms for delivery of future versions or functionalities between Supplier and Customer.
- 4.4 For Services maintained in full or in part, Supplier reserves the right to change the terms of the T&C and other terms for delivery of the Service with (60) days' notice at the end of each Agreement period. If the Customer does not accept such change, the Service may be terminated in accordance with section 14 of these T&C.

5. INFORMATION SECURITY

- 5.1 Unless otherwise stated in these T&Cs, the Supplier will not sell, rent, lease or otherwise make collected Data available to third parties, except in the following situations; (i) to comply with any applicable laws, ordinance or regulation, or to respond to a legally binding request from authorities or the police, such as a court order, decision or injunction; (ii) to investigate or prevent security threats or fraud; (iii) in the event of a reorganization, merger, sale or purchase of all or part of the Supplier, then personal information may be disclosed as part of the reorganization or merger or to actual and future purchasers. The Supplier will in all such cases ensure that such parties comply with the conditions that follow here, and announce that information has been disclosed.

6. SUPPLIER DATA

- 6.1 The Supplier or, where applicable, its Sub-contractors, owns all rights to the Supplier's data, which in no case shall be exported in any format outside the Service in addition to what has been agreed in the Agreement
- 6.2 The Supplier may, in its sole discretion, allow the Supplier's data to be exported to others within the Customers internal system. In such a case, the Supplier may limit the amount of Supplier Data that may be exported. Export of Data relating to Supplier's proprietary software and/or technology to third parties or otherwise outside the Customer internal software environment is not permitted under any circumstances.

7. END-USER DATA

- 7.1 The Supplier holds no ownership of the Customer-user or End-users data and the Supplier does not receive any rights, other than what appears from T&C or this Agreement to the Customers data or part thereof. The Supplier has the right to process the Customer-user and the End-users data during the contract period to deliver the services to the Customer and the right to use Customer-user and the End-users data during and after the contract period that does not contain personnel data for statistical purposes and to improve and develop the Service.
- 7.2 The personal data provided to the Supplier is processed in accordance with current data protection legislation and the Supplier's privacy policy. Information on how personal data is processed is available at the Supplier web address. If you provide personal information about others than yourself to the Supplier, e.g. about people who are customers of yours, we ask you to pass

on the information about the Supplier's personal data processing to these people

- 7.3 The terms Personal data, Processing, Controller and Processor used shall have the meaning set forth in the General Data Protection Regulation (EU) 2016/679.

- 7.4 If the performance of this Agreement Involves processing of any personal data by the Supplier on behalf of the Customer for which the Customer or any other legal entity that the Customer is responsible for, the Customer shall be deemed the Controller of such processing of personal data and the Supplier shall be deemed the Processor of such data. All processing of personal data shall be ruled by a separate agreement between the two parties relating to the processing of data.

8. COLLECTION OF INFORMATION

- 8.1 The Supplier may collect information that is not directly linked to the End-user and/or Customer-user from the use of the Service via automated data collection tools. The Supplier collects and uses such information for the purpose of securing, maintaining and improving products and services as well as for statistics and analyzes of various kinds.

9. SUPPORT

- 9.1 Subject to the terms hereof, Supplier will provide Customer with reasonable technical support services.
- 9.2 Operating messages information about the Service are provided by a dedicated message Service interface or relevant website at the Supplier and/or Customer or directly to Customer-user and End-users by digital notification from the Supplier or Sub-contractor to the Supplier.
- 9.3 Inquiries from Customer-user and End-users to the Supplier regarding T&C is primarily sent via E-mail to the address specified on the Supplier's website.

10. CLOUD PROVIDER, SECURITY AND AVAILABILITY

- 10.1 For SaaS-based Services, the Supplier works with Sub-contractors in the form of Cloud providers. The warranty for these Services ends when the contract relating to said service is Terminated.
- 10.2 The Supplier is committed to providing secure and reliable Services and strives to provide adequate administrative, physical and technical security measures at all times. The Supplier performs regular backups to ensure that the Customer-user and End-user data is in safe custody.
- 10.3 The Service is available via the Internet. The Supplier (and its Sub-contractors) has the right to take measures that affect the availability, if the Supplier deems it necessary for technical, service, operational, or security-related reasons. Major planned outages due to system maintenance are notified to the Customer, Customer-user and End-user in advance via the website or the equivalent from the Customer.
- 10.4 The Supplier shall notify the Customer within a shutdown, except when there is reasonable cause to believe that immediate shutdown is required to avoid intrusion or data loss.

11. SUBCONTRACTED-SERVICES

The Supplier works with Subcontractors to provide certain aspects of the services that we deliver under this agreement. Our Subcontractors are obligated to the Supplier to the same extent that the Supplier is obligated to you the Customer under this agreement with respect to the Subcontracted-services. The Customer acknowledges that there may be certain aspects regarding the Subcontracted-services that are outside of the Supplier's reasonable control, and that the Supplier cannot bear any liability for said aspects concerning the Subcontracted-services.

12. RESTRICTIONS AND RESPONSIBILITIES

- 12.1 For SaaS-based Services, Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by the Supplier or authorized within the Services); use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third party.
- 12.2 Further, Customer may not remove or transfer the Services, Software or anything related thereto, or any direct product thereof in violation of any national restriction's laws or EU-regulations.
- 12.3 Customer represents, covenants and warrants that Customer will use the Services only in compliance with Supplier's standard published privacy policies then in effect and all applicable laws and regulations. Although Supplier has no obligation to monitor Customer's use of the Services, Supplier may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

13. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 13.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Supplier includes non-public information regarding features, functionality, performance of the Service, the Supplier's supply chain, logistic chain, and other general business practices. Proprietary Information of Customer includes non-public data provided by Customer to Supplier to enable the provision of the Services ("Customer-data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by its prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without the use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by applicable law.

- 13.2 Customer shall own all right, title, and interest in and to the Customer-data, as well as any data that is based on or derived from the Customer-data and provided to Customer as part of the Services. Supplier shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

- 13.3 Notwithstanding anything to the contrary, Supplier shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer-data and data derived therefrom), and Supplier will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Supplier offerings, and (ii) disclose such data solely in aggregate or other de-identified forms in connection with its business. No rights or licenses are granted except as expressly set forth herein.

14. PAYMENT OF FEES

- 14.1 Customer will pay Supplier the then applicable fees described in the Order Form for the Services and implementation Services in accordance with the terms therein. If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Supplier reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If the Customer believes that Supplier has billed Customer incorrectly, the Customer must contact Supplier no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to the Supplier's customer support department.
- 14.2 Supplier may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Supplier thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge by the reference interest rate according to the Interest Act (1975:635) per month on any outstanding balance, or the maximum permitted by applicable laws, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.
- 14.3 Payment Fees, such as invoice fees, are charged in accordance with the T&C applied by the Supplier at any given time. VAT is added to the stated price.

15. TERMS FOR RENEWAL AND TERMINATION

- 15.1 SaaS services with subscriptions, transaction agreements or any other form of access agreement are valid from the Start Day. Unless otherwise stated in the Agreement, the Agreement is valid for twelve (12) months, after which the period is automatically extended by twelve (12) months at a time unless either party terminates the Agreement in writing no later than thirty (30) days before the end of each agreement period. For other Services terms for periods and renewals will be outlined in the Agreement.

- 15.2 Termination of subscriptions, transaction agreements or any other form of access agreement for SaaS-based Services must be in writing and applies from the day the other party received the termination. Any fees paid in advance will not be refunded.
- 15.3 The Supplier may terminate this Agreement with immediate effect if the Customer is in arrears with payment of fees, is insolvent, is bankrupt or for some other reason is unable to fulfill its payment obligations or if the Customer and/or Customer-user violates T&C of the Agreement. The Supplier then has the right to terminate the Service completely with immediate effect.
- 15.4 Subject to earlier termination as provided below, this Agreement is for the initial service term as specified in the Order Form, and for SaaS Services shall be automatically renewed for additional periods of the same duration as the initial service term, unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- 15.5 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the T&C of this Agreement. The Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon each termination, the Supplier will make all Customer Information available to the Customer for electronic retrieval for a period of thirty (30) days, but thereafter the Supplier will anonymize the Customer-user data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

16. WARRANTY AND DISCLAIMER

Supplier shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner that minimizes errors and interruptions in the Services and shall perform the implementation of the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Supplier or by third-party providers, or because of other causes beyond Supplier's reasonable control, but Supplier shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, THE SUPPLIER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE FOLLOWING LIMITATIONS APPLY TO THIS LIMITED WARRANTY: ANY IMPLIED WARRANTIES OR OTHER CONDITIONS WHICH ARE NOT LEGALLY VOIDABLE SHALL BE VALID ONLY ONE YEAR AFTER THE LIMITED WARRANTY TAKES EFFECT; THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS ARISING FROM ACCIDENT, MISUSE, OR USE OF THE SERVICE IN A MANNER INCONSISTENT WITH THIS AGREEMENT OR THE SUPPLIER'S PUBLISHED DOCUMENTS OR GUIDELINES, OR CAUSED BY EVENTS BEYOND THE SUPPLIER'S REASONABLE CONTROL; THIS LIMITED WARRANTY DOES NOT APPLY TO EARLY VERSIONS

17. INDEMNITY

Supplier shall hold Customer harmless from liability to third-parties resulting from infringement by the Service of any patent or any copyright or misappropriation of any trade secret, provided Supplier is promptly notified of any threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Supplier will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply concerning portions or components of the Service (i) not supplied by the Supplier, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Supplier, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Supplier to be infringing, Supplier may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

18. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, SUPPLIER AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR T&C RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND SUPPLIER'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO SUPPLIER FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. MISCELLANEOUS AND FORCE MAJEURE

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Supplier's prior written consent. Supplier may transfer and assign any of its rights and obligations under this

Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Supplier in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

The parties shall work together in good faith and mutually agree to reasonably cooperate with each other to serve as a reference Customer and Supplier upon request. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or commissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations.

20. GOVERNING LAW AND DAMAGES

Any dispute arising from the relationships between the parties to this contract shall be determined by one arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and of which adoption of this clause constitutes acceptance. The seat of arbitration shall be Stockholm, Sweden. The language of the proceedings shall be Swedish. Applicable rules of substantive law shall be the law of Sweden.