

General conditions for the Service

1 Background and Purpose

- 1.1 You ("the Company") has decided to conduct employee surveys to increase employee influence and commitment and thereby to improve the Company's working conditions and business ("the Purpose"). For this purpose, the Company has chosen to engage Andfrankly Pulse AB, which provides a mobile- and web-based service for employee surveys ("the Service"). Under the terms of the agreement between the parties (by the Company activating an account at Andfrankly Pulse AB, "the Service Agreement"), it is agreed that Andfrankly Pulse AB shall provide the Service to the Company including ancillary services under the following conditions (the Conditions") and as an integral part of the Service Agreement, under the Personal data processor Agreement.

2 Definitions

- 2.1 "Andfrankly Pulse AB's Information" shall mean the login details, security methods, the software and other information regarding to the Service provided by Andfrankly Pulse AB.
- 2.2 "Company's Information" shall mean the information provided by the Company to Andfrankly Pulse AB in its use of, or otherwise in connection with, the Service.
- 2.3 "Company's Software and Hardware" shall mean the Company's software employed for the use of the Service, including the cell phones and computers on which the software is used.
- 2.4 "The Personal data processor Agreement" shall mean the Personal data processing Agreement agreed between the parties as an integral part of the Service Agreement, under which the Company is data controller and Andfrankly Pulse AB is data processor.
- 2.5 "Start Date" shall mean the date on which the Company activated an account with Andfrankly Pulse AB.

3 Andfrankly Pulse AB's commitments and provision of the Service

- 3.1 Andfrankly Pulse AB undertakes to provide the Service to the Company from the Start Date in accordance with the Service Agreement including the Conditions, and the Personal data processor Agreement.
- 3.2 Andfrankly Pulse AB in its capacity of Personal data processor undertakes to comply with the terms of the Personal data processor Agreement.
- 3.3 Andfrankly Pulse AB undertakes to be responsible for that the software contained in Andfrankly Pulse AB's Information is not harmful or will adversely affect the Company's Software and Hardware, and that the Service does not infringe on anyone else's rights.
- 3.4 The Service is provided in the state and with the functionality it has from one time to another and otherwise described on Andfrankly Pulse AB's website for the chosen plan. Andfrankly Pulse AB strives to provide first-rate functionality, performance and quality of the Service, but does not provide any additional warranties with respect to it.
- 3.5 Andfrankly Pulse AB strives to achieve high availability of the Service but does not guarantee that it will always be fully available, inter alia due to technical, security or maintenance reasons.
- 3.6 Andfrankly Pulse AB is entitled, without prior notice to the Company (or its employees), to block all or part of the Service:
 - a) if the Company or its employees use, or may with reason be suspected of using, the Service in a manner or purpose for which the Service is not intended.
 - b) in case of reasonable suspicion of unauthorized intrusion or unauthorized use of the Service;

4 Company's commitments

- 4.1 The Company undertakes to carry out its obligations regarding the Service at its own expense and to provide the information and cooperation necessary for Andfrankly Pulse AB to carry out its obligations regarding the Service as of the Start Date.
- 4.2 The Company undertakes to be responsible for the Company's Software and Hardware fulfilling the requirements for using the Service and that it will not adversely affect or impair the Service.
- 4.3 The Company, in its capacity of Personal data controller, undertakes to comply with the terms in the Personal data processor Agreement.
- 4.4 The Company undertakes to be responsible for ensuring that the employees at the Company intended to use the Service are given technical prerequisites for using it and that they do not use the Service in violation of these Conditions or in a manner or purpose for which the Service is not intended.

5 Fees and payment

- 5.1 For the Service and ancillary services, the Company shall pay to Andfrankly Pulse AB the fees specified from time to time on Andfrankly Pulse AB's website.

6 Use of information and Secrecy

- 6.1 Andfrankly Pulse AB undertakes, with the following exceptions, only to use the Company's Information for the provisioning of the Service and in no other way for its own or another use the Company's Information without the written approval of the Company. However, Andfrankly Pulse AB is free to use the Company's Information for statistics in anonymous form and such of the Company's Information that may lead to changes and improvements to the Service. Andfrankly Pulse AB also has the right to provide general information about the Company's use of the Service for marketing and external communication regarding the Service and for that purpose communicate with the Company's employees.
- 6.2 With the exception of Andfrankly Pulse AB's right to use Company's Information as described in section 6.1 above, Andfrankly Pulse AB undertakes to treat the Company's Information as confidential and not to disclose or provide the information to any third party without the Company's written approval. This, with the exception of such part of that information which, without Andfrankly Pulse AB's fault, has become publicly known. Andfrankly Pulse AB further undertakes to disclose the Company's Information only to those at Andfrankly Pulse AB that needs it in the provisioning of the Service. Andfrankly Pulse AB is responsible to the Company for that the persons at Andfrankly Pulse AB who have obtained Company's Information, do not act in breach of the terms of these Conditions.
- 6.3 The Company undertakes to only use Andfrankly Pulse AB's Information for the Purpose and the use of the Service, and not to use Andfrankly Pulse AB's Information for other purposes, neither for its own or anyone else, without the written approval of Andfrankly Pulse AB.
- 6.4 The Company undertakes to treat Andfrankly Pulse AB's Information as confidential and not to disclose or provide the information to any third party without the written approval of Andfrankly Pulse AB. This, with the exception of such part of the information, which without the Company's fault, has become publicly known. The Company also undertakes to disclose Andfrankly Pulse AB's Information only to those persons at the Company who needs it in its use of the Service. The Company is responsible to Andfrankly Pulse AB that persons at the Company who have obtained Andfrankly Pulse AB's Information do not violate these Conditions.
- 6.5 The Company's undertakings in sections 6.3 and 6.4 above include the obligation not to provide, directly or indirectly through the use of Andfrankly Pulse AB's Information, a corresponding service or through use of Andfrankly Pulse AB's Information assist in the provisioning of or intent to provide a corresponding service.

7 Intellectual property rights

- 7.1 Andfrankly Pulse AB, or any third party with which Andfrankly Pulse AB cooperates, owns and holds all intellectual property rights to the Service and shall own and hold all intellectual property rights to changes and improvements to the Service including changes and improvements to the Service arising from the Company's use of the Service. Andfrankly Pulse AB also owns and holds all intellectual property rights to Andfrankly Pulse AB's Information. However, the Company and its employees are entitled to use the Service and Andfrankly Pulse AB's Information to the extent specified in these Conditions.
- 7.2 The Company owns and holds all intellectual property rights relating to Company's Information and the Company's Software and Hardware or, in respect of Company's Software and Hardware, has the right to use it. However, Andfrankly Pulse AB is entitled to use Company's Information to the extent specified in these Conditions.

8 Liability

- 8.1 Party shall indemnify the other party for any damage and loss caused to the other party as a result of a breach by the party of its obligations under these Conditions, including providing remuneration to the other party as set forth in the Personal data processor Agreement. However, the parties are not liable for indirect damages or losses resulting from a breach of their obligations, unless caused by willful misconduct or gross negligence.

9 Term of Agreement, adaptation to new legislation and termination

- 9.1 By activating an account at Andfrankly Pulse AB and thereby enter into the Service Agreement on behalf of the Company, you guarantee that you have the right to sign the Service Agreement for the Company. The Service is valid from the Start Date until the end of the contract period the Company has chosen. If the Service Agreement is not terminated by either party by deactivating the account before the end of the contract period observing the notice period set forth in the Service Agreement, it will be prolonged with successive contract periods as set forth in the Service Agreement. This until the Service Agreement is terminated by either party as stated above before the end of the current contract period observing the notice period set forth in the Service Agreement.
- 9.2 The parties agree that the Conditions and the Personal data processor Agreement may need to be adapted to any new legal requirements. The parties undertake to ensure that the Service Agreement with appendices is adapted to meet such requirements.

- 9.3 Notwithstanding section 9.1 above, each party is entitled to terminate the Service Agreement with immediate effect if the counterparty has committed a material breach of the Service Agreement and - if correction is possible - does not take corrective action within thirty (30) days after written demand to take such action.
- 9.4 The parties undertake to exchange/return written information provided under the Service Agreement and terminate the Service in an orderly manner at the end of the Service Agreement. Upon termination of the Service Agreement, the Personal data processor Agreement will end, with personal data being handled as specified in the Personal data processor Agreement.
- 9.5 Section 6 (Use of information and Secrecy) as well as section 8 (Limitations of liability) with regards to section 6, shall remain valid for five (5) years from termination of the Service Agreement.
- 9.6 If the Company is domiciled outside the EU and the EEA and wants to use the Service, the Company must contact Andfrankly Pulse AB before starting to use the Service. Andfrankly Pulse AB has then the right to terminate the Service Agreement with immediate effect. Even if the Service Agreement is not terminated, the Company shall bear the responsibility and answer to that all legal requirements according to applicable foreign law are fulfilled. See also the Personal data processor Agreement paragraph 4.3.

10 Force Majeure

- 10.1 If a party is prevented from fulfilling its obligations under the Service Agreement due to circumstances beyond the party's reasonable control, such as lightning strikes, labor conflicts, fire, changed law or government regulation, government intervention, power outages or other barriers to data transmission and errors or delays in services or products from a sub-processor or sub-contractor, due to circumstances specified herein, this shall constitute a basis for exemption which implies the postponement of the date of performance and relief from damages and other possible penalties.

11 Applicable law and disputes

- 11.1 Swedish law shall apply to the Service Agreement, including these General conditions for the Service and the Personal data processor Agreement, except for its conflict of laws rules. Disputes arising from the Service Agreement including its appendices shall be settled by the Swedish courts.
