

PLAYipp Terms of Service

1. INTRODUCTION

- 1.1. These Terms of Service (also referred to as the "Terms") apply between the Swedish company: PLAYipp AB with company registration number 556712-3012 (hereinafter referred to as "the Supplier") and the Customer who purchases Subscription(s) to the Service from the Supplier and/or use any other product or service that the Supplier provides to the Customer. The Supplier and the Customer are hereinafter collectively referred to as the "Parties" and separately as the "Party".
- 1.2. The capitalised definitions stated in these Terms shall have the same meaning as given in the definition list stated in **PLAYipp's Terms of Use** (*which constitutes an appendix to the Service Agreement*), both when expressed in the plural and the singular, unless otherwise expressly stated.

2. GENERAL PROVISIONS FOR MEDIA PLAYER

- 2.1. For Media Players where the Supplier is considered manufacturer, sold directly from the Supplier and shipped to the Customer, the Supplier provides a warranty for manufacturing or quality defects which have not occurred due to circumstances for which the User or external factors are responsible. For the Supplier's Media Players, the warranty period is for two (2) years from first delivery. For other hardware, the manufacturer's warranties apply to each respective product.
- 2.2. If the Customer complains of faults or defects in a Media Player within the warranty period, the Media Player must be reported to the Supplier for troubleshooting and repair. If it is found that the Media Player cannot be repaired, the Customer will receive a replacement Media Player.
- 2.3. The service described in section 2.2 above and section 6.1. - 6.1.1. below is the Supplier's sole commitment in the event of faults or defects in Media Players.

3. GENERAL SERVICE INFORMATION

- 3.1. The Supplier shall:

- 3.1.1. from the agreed start date, assist with the setup of the Service and provide the software to the Customer with the service levels specified for the Service in this Agreement section 5 (Service-Level Agreement). Assistance with setup will be provided in the form of a user manual, help centre or email support available to the Users;
 - 3.1.2. provide the Service in accordance with the Agreement;
 - 3.1.3. provide support regarding the use of the Service according to the Agreement;
 - 3.1.4. correct faults in the Service in accordance with the Agreement; as well as
 - 3.1.5. ensure that the Service complies with applicable legal and contractual requirements.
- 3.2. The Customer shall:
- 3.2.1. provide the Supplier with the information required for the installation of the Media Player and the setup of the Service and software if requested by the Supplier, review actions, make decisions and otherwise continue to provide the information requested by the Supplier in order for the Supplier to fulfil its obligations under the Agreement;
 - 3.2.2. have Internet access, equipment and software required for use of the Service and/or Media Player, ensure that the Media Player is correctly installed to access the internet and have access to the other services required to use the Service and/or Media Player; and
 - 3.2.3. ensure that the Customer's and User's data is, to the best of its knowledge, (i) free from viruses, trojans, worms or other harmful software or code, (ii) in an agreed format, and (iii) not, intentionally, going to otherwise materially damage or negatively affect the the Supplier's systems or Service.
- 3.3. The Customer is responsible for all claims made against the Supplier due to its User's breach of the Agreement, misuse of the Service or similar, and shall keep the Supplier fully indemnified.
- 3.4. The Customer needs to create an Account for the Service. The Customer Account belongs to the Customer and must be represented by a representative registered in the Service. The representative is responsible for, among other things, registration and connection of the Users to the Customer Account.

- 3.5 **Order of products/services and prices:** All orders are final, and no refunds will be issued.
- 3.6 **Products and Prices:** All products/services and respective prices are either specified by separate offers/quotations or through an agreed price list that constitutes an Appendix to the Service Agreement.
- 3.7 **Subscription period:** Cancellation or changes of a Subscription must be made in writing no later than two (2) months before the end of the Subscription period, unless otherwise agreed in writing. If cancellation or changes of a Subscription is not made in writing within the before mentioned time, the Subscription(s) will be automatically extended with a new corresponding Subscription period as prior.
- 3.8 **Payment terms:** (This paragraph applies to Customers when purchasing Subscriptions directly from PLAYipp as the Supplier. If the Customer purchases Subscriptions from any reseller, the reseller's payment terms apply before these payment terms): The Supplier charges the Subscription fee in advance and will send an invoice to the Customer. Payment terms are thirty (30) days from the Customer's receipt of a correct invoice from the Supplier. The Customer shall notify any remarks against the Supplier's invoice within ten (10) days from the receipt of the invoice. If this does not happen, the Customer accepts the invoice and the right to object to the invoice expires. If the Customer does not pay undisputed invoices within the prescribed time, the Supplier shall be entitled to interest on the late payment pursuant to the Swedish Interest Act (1975:635).
- 3.9 **Term of the Agreement:** The Agreement comes into force when the Customer accepts the Agreement and is valid during the Subscription period.

4. PROCESSING OF PERSONAL DATA

- 4.1. The Supplier's processing of personal data in the capacity as a Processor for the Customer, who is the Controller, is governed by the terms and conditions set forth in the **Data Processing Agreement**, which constitutes an appendix to the Service Agreement.

5. SERVICE-LEVEL AGREEMENT

- 5.1. The Service must be available to the User for at least 99.5 percent of the Operational Time.

- 5.2. The Supplier has the right to exclude the following from the availability of the Service:
- 5.2.1. Scheduled maintenance windows communicated to the Customer at least one (1) week before the occurrence, or other downtime at the request of the Customer or with the Customer's approval;
 - 5.2.2. Downtime caused by the User or a Third-party for which the User is responsible;
 - 5.2.3. Downtime caused by the Customer's or User's software or system;
 - 5.2.4. Circumstances as per section 6.3; and
 - 5.2.5. Actions taken by the Supplier that affect the availability of the Service if it is required for technical, operational, security or safety reasons. The Supplier also has the right to end or restrict access to the Service if the provision of the Service entails serious damage or risk of serious damage to the Supplier.
- 5.3. Calculation of availability is based on total downtime (D), Operational Time (OT) and exemptions (E) as per sections 6.1 and 6.2 below. Availability is calculated using the following formula:

$$\text{Availability \%} = \frac{\text{OT}-\text{D}}{\text{OT}-\text{E}} \times 100$$

- 5.4. The following SLA levels apply to a support request from the User to the Supplier which is received at the email address provided in the Supplier's help centre or through the support number provided in the Service:

First response time: within 8 business hours*

Total resolution time: within 40 business hours*

* During support opening hours according to section 5.1 (Support working hours) and 5.2 (Public holidays) as stated in **PLAYipp's Terms of Use**. The conditions for availability contained in this section 5 also apply.

6. EXTENSION OF THE SUBSCRIPTION VALIDITY PERIOD

- 6.1. The Customer is entitled to an extension of the Subscription validity period from the time the Customer reports the problem in writing to the

Suppliers support, without any additional cost, if the Subscription cannot be used because of:

- 6.1.1. that the Subscription is connected to a broken Media Player falling under section 2.
- 6.1.2. software failure with exception of such errors as stated in section 6.3 below and exemptions stated in section 5.2 above. In the event of a software failure, the Supplier shall rectify the problem without undue delay and without charge to the Customer.
- 6.2. The Customer is only entitled to an extension of the Subscription period at no additional charge under section 6.1 above, if the software or hardware error lasts for more than seven (7) working days and if the Customer itself claims that the Customer wants an extension of the Subscription period. The Customer must address this within ten (10) business days of the error being rectified. The extension of the Subscription time can at a maximum be the total number of days the Subscription could not be used due to the software or hardware error.
- 6.3. However, the Supplier is not responsible for hardware or software errors caused by the following, and in such cases the Customer shall not be entitled to an extension of the Subscription period:
 - 6.3.1. the use of the Service or Media Player in any way other than as stated in the Supplier's written instructions or the Agreement;
 - 6.3.2. viruses or other external attacks;
 - 6.3.3. circumstances for which the Customer, the Users or any other Third-party is responsible for;
 - 6.3.4. internet connection issues. As the Service is dependent on the internet working, the Customer understands that interruptions, delays, bugs and similar obstacles on the internet do not constitute errors in the Service.

7. LIMITATION OF LIABILITY

- 7.1. The Supplier is in no case responsible for:
 - a) any indirect damage suffered by Third-parties.
 - b) errors, delays or damage due to Third-party applications, plugins, services or similar.

- c) other damage based on information, materials, files or information for which the Customer and/or User is responsible for.
- 7.2. Should liability be incurred, the Party's total liability for direct damage is limited to an amount corresponding to a maximum of 100 percent of the annual Subscription fee that the Customer has paid to the Supplier during the year in which the damage in question has occurred.
- 7.3. Neither Party shall be responsible or liable in any case for loss of data, loss of profits or other indirect costs, damages or losses, such as e.g. loss of profit or other consequential damages, including the other Party's liability to Third-parties.
- 7.4. In order not to lose its right to compensation, a Party shall make a claim to the other Party within two (2) months from the date when the damage is discovered or should have been discovered.

8. FORCE MAJEURE

- 8.1. Each of the Parties, is released from sanction for failure to fulfil its contractual obligations and will not be liable for damages, if the failure is due to circumstances that prevent the fulfilment of the obligation and which is beyond the control of the Party and the consequences of which the party could not reasonably have avoided or overcome ("Liberating circumstance"). Liberating circumstances shall be considered, for example, but not exclusively: epidemic, pandemic, government decision, government action or omission, labour dispute, thunderstorm, fire, war, mobilisation, new or amended legislation and related circumstances and delays in delivery from the Suppliers subcontractor due to Liberating circumstances. When the obstacle ceases, the obligation shall be fulfilled in the agreed manner if possible.

9. CONFIDENTIALITY

- 9.1. Each Party undertakes not to disclose any Confidential Information without the other Party's prior written consent, for the duration of the Agreement and for a period of two (2) years thereafter. Under this Agreement, the term "Confidential Information" means all information, whether technical, commercial, administrative or other kind, that is received by the receiving Party from the disclosing Party, its representatives and/or advisers, in conjunction with the provision of the Service whether the information is documented or not and regardless of

the manner, form or media in which it is furnished, provided the information at the time of the release has been marked, or – if the information is oral – it has been specifically stated to be confidential, or the receiving Party otherwise realised, or ought to have realised, that it was of confidential nature (“Confidential Information”). The Supplier’s price information shall always be considered as Confidential Information.

- 9.2. Regardless of the above, the term Confidential Information shall not include any information which the Party receiving the information can clearly establish by documented evidence:
 - 9.2.1. was at the time of disclosure to it, in the public domain;
 - 9.2.2. was after disclosure of it, published or otherwise becomes part of the public domain through no fault or breach of the receiving Party;
 - 9.2.3. was known to the receiving Party prior to such disclosure, without any undertaking towards a Third-party to keep such information confidential;
 - 9.2.4. was provided to it from a Third-party who had a lawful right to disclose such information to it and which was disclosed by such Third-party without any obligation for the receiving Party to keep such information confidential; or
 - 9.2.5. was independently developed by the receiving Party without use of the Confidential Information of the disclosing Party.
- 9.3. Any Party shall be entitled to disclose Confidential Information in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or if such disclosure is otherwise required by law or by any binding applicable stock exchange rules, provided that the Party shall first, to the extent possible, notify the other Party of the required disclosure and make reasonable efforts to reduce any damage to the other Party resulting from such disclosure.
- 9.4. The Parties undertake to ensure that any person, including any subcontractor or other Third-party, given access to Confidential Information will comply with the confidentiality undertakings set out in this Agreement.
- 9.5. When the Customer no longer uses the Service or one Party receives a reasonable request from the other Party, the Party shall without undue delay return all Confidential Information to the other Party and destroy any copies thereof, unless continued storage is required under applicable Swedish law.

10. BREACH OF CONTRACT

- 10.1. If a Party has committed a breach of contract, the other Party shall have the right to request correction. Requests for rectification must be submitted as soon as the breach of contract is discovered. If correction is possible, it must be done free of charge and without undue delay.
- 10.2. The Supplier also has the right to make financial claims and receive compensation for direct costs and damages in the event of the Customer's or the User's breach of contract.

11. PREMATURE TERMINATION

- 11.1. Each Party has the right to immediately terminate the Agreement, at no extra cost, if:
 - 11.1.1. the other Party substantially violates its obligations under the Agreement and has not taken corrective action within thirty (30) days of a written request, addressed to the other Party with reference to this section; or
 - 11.1.2. the other Party is bankrupt or entering into liquidation.
- 11.2. The Customer is entitled to terminate the Service, at no extra cost, if termination is made on the basis of clause 5.2 or 5.4 in the Data Processing Agreement entered into between the Parties, which constitute an appendix to the Service Agreement.

12. SEVERABILITY OF CONTRACT PROVISIONS

- 12.1. Should any provision of the Agreement be found to be invalid by a general court or arbitral tribunal, it shall not mean that the terms of the Agreement are invalid in their entirety. Instead, the Supplier shall make necessary changes to maintain the structure and purpose of the terms.

13. ASSIGNMENT

- 13.1. The Supplier has the right to, without the Customer's and/or the User's consent, transfer the Agreement including the appendices, in whole or in

part, to companies within the Supplier's group, and also the right to freely transfer the right to receive payment under the Agreement.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1. The Agreement shall be governed by the substantive law of Sweden. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The arbitral proceedings shall be confidential.