General Terms and Conditions for Lime CRM Subscription (on prem)

1 Introduction

1.1 These general terms and conditions ("**Terms and Conditions**") govern the Client's use of the Services and Lime Technologies Sweden AB's ("**Lime**") provision of the Services. These Terms and Conditions constitute an appendix to the Agreement entered into by Lime and the Client. The Client buys access to the Services directly from Lime. The Terms and Conditions apply, regardless of whether the Services are provided free of charge or for a fee.

1.2 The Services are provided as "on prem", whereby the Client, through this Agreement, buys a subscription to the Services, hosted locally at the Client's server. By signing the Agreement, the Client is entitled to access and use the Services through their subscription from the Date of Delivery and has the right to use them in the manner stated in the Agreement. All aspects of the Services are governed by the Agreement, including items added on, bought or used at a later date than the Date of Delivery.

1.3 By entering into the Agreement, the Client accepts these Terms and Conditions.

2 Definitions

In addition to the terms defined in the body of the Agreement, the following definitions shall have the following meaning.

2.1 **Subscription Fee**: Recurring fees according to the Agreement which are charged by Lime for the Client's subscription to the Services.

2.2 **User**: A physical person, typically an employee at the Client's company, who the Client allows to use the Services for the Client's own internal business purposes.

2.3 **Agreement**: The Agreement between Lime and the Client for the provision of the Services, these Terms and Conditions, and appendices to the Agreement.

2.4 **Documentation**: All Documentation, including manuals, user instructions or other written descriptions, electronic or otherwise, about how the Services are set up and should be used.

2.5 **Client**: Customer paying for the Services in accordance with the Agreement.

2.6 **Customisations**: Client-specific customisations of the Services for which the Client did not purchase a separate licence, explained in more detail in the Agreement. Customisations are not Standard Products.

2.7 **Client's Data**: All data and information held by the Client and which is transferred by the Client to or from the Services while using the Services for the purpose of being processed by the Services.

2.8 **Start Date**: The date from which the Services will be provided according to the Agreement by way of Lime providing the Client with access to the Services as specified in the Agreement without the need for any specific approval from the Client.

2.9 **Lime Administrator:** The person(s) at the Client's company responsible for the day-to-day administration of the Services.

2.10 **Communications**: Communications and information about the Services, for example, information about service interruptions, new versions, other information about software, support, price adjustments or changes to the Terms and Conditions.

2.11 **Standard Products**: The software provided to the Client by Lime in accordance with the Agreement, including partially or wholly integrated Additional Services.

2.12 **Support**: Assistance provided to the Client by Lime in relation to administrative issues with Standard Products.

2.13 **Additional Services**: Separate individual functions or functional packages (addons) which the Client can use in return for payment of the Subscription Fee or a separate fee per transaction.

2.14 **Services**: Standard Products and Customisations.

2.15 **Third Party Applications**: Applications, software, websites, services or other solutions from suppliers other than Lime or other products in the Agreement that are defined as Third Party Applications.

3   Lime's undertakings

3.1 Lime shall provide the Client with access to the Services as of the Start Date. Additional Services and Customisations can be made available at separate dates. This does not affect the Start Date.

3.2 Lime provides the Services in the form of a subscription. Unless anything else is agreed in the Agreement a minimum term follows the agreement term in accordance with clause 14.2 and is 12 months from the Start Date.

3.3 Lime shall provide the Services in accordance with the Agreement. Lime shall perform all its obligations in accordance with the Agreement with the competence, speed and customer care as would be expected from a supplier of similar services in this industry and in accordance with applicable laws, regulations and guidelines.

3.4 Lime is entitled to engage subcontractors in order to fulfil its obligations under the Agreement. Lime is responsible for the fulfilment of the contractual obligations performed by subcontractors as if they were carried out by Lime itself.

3.5 Lime will continuously give the Client the opportunity to update and have access to the latest versions of the Standard Products. The Client is entitled to receive help with the updating of software in return for a rolling consultancy fee or similar pursuant to the Agreement.

3.6 Lime reserves the right to, at its own discretion, undertake improvements, additions and changes, remove functionality, or fix issues or defects in the Services. Lime absolves itself of all liability stemming from these measures. If these measures, contrary to expectations, break or remove features that constitute a significant part of the Services, the Client is entitled to terminate the Agreement with immediate effect. In this case, the Client is entitled to the proportionate reimbursement of fees paid in advance for the part(s) of the Services affected.

3.7 Lime shall provide adequate administrative, physical and technical security measures for the Services provided.

4 The Client's undertaking

4.1 Except as expressly authorized by Lime in writing, the Client may not copy, in whole or in part, the Service, Lime's IPR or Documentation; modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate any portion of the Service; or rent, lease, lend, distribute, sell, assign or otherwise transfer the Service or create derivative works of the Services. Client may, however, always backup copies or archive copies of the Service as permitted under applicable law. Client may only copy manuals or instructions from Lime for the purpose of use in furtherance of the Client's business purposes, internally within Client's organization.

4.2 The Client undertakes to use the Services in accordance with the Agreement, applicable laws, regulations and other guidelines as well as to follow instructions for the use of the Services from Lime at all times. The Client is responsible for the Users using the Services in accordance with the Agreement.

4.3 Once the Client, by entering into the Agreement, has acquired a subscription for the Services, the Client is entitled to use the Services for the term of the agreement for as many Users as the Client acquired the subscription for as of the Date of Delivery. At any time during the term of the agreement, the Client may increase the number of Users by adding extra licences and acquiring the right to use wholly or partially integrated Additional Services in accordance with the price list applicable at the time or according to the Agreement. New additional Users enter into the same agreement term as other Users according to clause 14.2.

4.4 Only Users with a paid and valid licence have the right to use the Services. Licences are issued for individual, named Users, and the Services cover the number of licences specified in the Agreement. User accounts are created and managed by the Client. Licences may not be shared or used by more than one User. However, the Client is free to transfer a licence from one User to another. Lime reserves the right to control the number of available licences.

4.5 Client acknowledges that access and use of the Service is granted to the Client for use as set forth and described in the applicable Agreement (the "Usage Limitations"). In the event that the Service is used in excess of the Usage Limitations, without prejudice to Lime's other rights and remedies, Client is obligated to promptly notify and shall (i) pay Lime for such additional services at Lime's then current rates for any change to the Service agreed by Lime in writing and (ii) immediately cease any use of the Service in excess of the Usage Limitations for which Lime does not agree.

4.6 To verify that Client's use of the Service is within the applicable Usage Limitations and in conformity with the Agreement, Lime may, from time to time, request Client to accurately certify and provide evidence of Client's compliance with the applicable Usage Limitations. Client shall provide such information promptly. In strict compliance with the Confidentiality clause (in section 13), Client hereby authorizes Lime to access the Client's environments and Client Content at any time, after having given Client prior written notice, for the purposes of verifications, tests, continuous improvement or resolution of anomalies or incidents, or control of use of the Service. If the audit reveals a use of the Service exceeding the Usage Limitations, Lime, without prejudice to its other rights and remedies, shall be entitled to charge, in addition to the sums due pursuant to paragraph (i) of Section 8, an additional fee amounting to 10% of the Subscription Fee that should have been paid for the Service used in excess of the Usage Limitations.

4.7 Each User is liable for the confidentiality and correctness of login details and other account information. The Client and/or User shall immediately inform Lime of any unauthorised access to login details.

4.8 The Client shall have access to the software, equipment and communication services required to use the Services such as browsers, PDF readers, toolbars, antivirus software and firewalls. This is stated on Lime's website or sent out by Lime on request. The Client is responsible for properly installing third-party programs and allowing traffic from web addresses as directed by Lime.

4.9 The Client shall not use the Services for any illegal or unauthorised purposes, such as sending unwanted and unrequested digital communications by, for example, sending mailshots and attempted fraud ("**Spam**") to companies. Users shall not send viruses, worms or malicious code of any sort to the Services or by using the Services. The Client is responsible for Users, in their use of the Services, not breaching applicable laws, regulations or other guidelines, including but not limited to the Swedish Copyright Act for Literary and Artistic Works (1960:729) and the Swedish Marketing Act (2008:486), as

well as for Users not transferring offensive, threatening, abusive, defamatory or other objectionable data or information by way of the Services.

4.10   If the Client, in breach of clause 4.9, uses the Services to send Spam materials and this leads to Lime's mailing IP address being temporarily blacklisted, for example by Spamcop, Lime has the right to immediately stop further mailings from the Client until an investigation has taken place to uncover the cause of the blacklisting. If the Client's incorrect use under clause 4.9 also leads to mailing host IP addresses being blacklisted, then the Client is liable to cover all of Lime's costs related to changing IP address.

4.11   If the Client's incorrect use of the Services in breach of clause 4.9 leads to the Client being brought to court or receiving a complaint from the Swedish Consumer Agency for the incorrect use of the Services, Lime has the right to terminate the Agreement with immediate effect in accordance with clause 14.4. Any advance fee payments will not be refunded.

4.12   Lime takes no direct or indirect responsibility for the Client's incorrect use of the Services in breach of clause 4.9. The Client's breach of clause 4.9 shall be regarded as constituting a material breach of contract.

5   Licence

5.1   In accordance with the Agreement, the Client shall receive a limited, cancellable, non-exclusive and non-transferrable licence to use the Services for the Client's internal business activities upon payment of fees according to the Agreement or the currently applicable price list. The payment of fees in accordance with the Agreement and fulfilment of all the Client's obligations in accordance with the Agreement is a necessary prerequisite for the Client's right to use the Services.

5.2   The Client is, under no circumstances, entitled to transfer, in whole or in part, any licence for the Services to third parties (including but not limited to situations involving mergers or splits, insolvency, changes in ownership or control or to related companies) unless otherwise approved in writing by Lime beforehand.

5.3   The Services are provided "as-is". The Client's right to use the Services is not conditional or dependent on any particular version of the Services or functions at any particular time, rather access and the right to use the Services is granted as the Services are provided at any given time. The provision of the Services is not conditional on the delivery of future versions or functionality nor dependent on the Documentation that is made available by Lime at any given time.

6   Support

6.1   Lime shall provide secure delivery of the Standard Products to the Client.

6.2 The Client is entitled to receive support under the Agreement. Support is provided to those appointed as Lime Administrators at the Client. All support shall be provided in appropriate relation to the Subscription Fee. Support shall be provided for the two latest versions of the Standard Products.

6.3 Unless otherwise stated in the Agreement, Lime shall provide support over the internet, by email and by phone (Mondays to Friday 08:00–17:00, except bank holidays). Support queries sent by email are normally responded to no later than the next working day. Support cases made over the phone are prioritised on a first-come-first-served basis.

6.4 Lime reserves the right to suspend support the day before bank holidays. This will be published on Lime's website if this is the case.

6.5 Support for Customisations is provided during the three-month warranty period. After this, Customisations are dealt with in accordance with the rolling consultancy fees.

6.6 Support does not include (i) providing instructions or training for Users which is available in the Documentation, (ii) providing instructions or training for Users in other systems and services which may be required for the functionality of the Services (i.e. browsers or PDF readers), (iii) making client-specific adjustments to the Services, (iv) rectifying defects that have arisen due to actions performed by a party other than Lime or a Lime subcontractor or negligent and/or incorrect operation by the Client, (v) rectifying defects caused by a product/service from a third party related to the Services, (vi) rectifying defects which arose due to issues with the Client's technical equipment, or (vii) defects caused by malicious code. Furthermore, Lime's Support does not include rectifying defects in networks, operating systems or other software provided by a third party. As such, support does not cover Windows, Microsoft Office, printers, email software etc.

7 Data processing and privacy

7.1 Support and services related to the Client's use of the Services may involve personal data being transferred from the Client to Lime. In such cases and in accordance with the 'Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)' ("**GDPR**"), Lime is regarded as a data processor for the personal data processed by Lime within the framework of the Agreement on behalf of the Client, and the Client is regarded as the data controller. Lime and the Client shall, in accordance with GDPR requirements, enter into a data processing agreement which governs Lime's processing of the Client's personal data in accordance with the Agreement. The data processing agreement constitutes an appendix to the Agreement.

lime
CRM with a twist

7.2 In the relationship between Lime and the Client, the Client holds all rights to the Client's Data and Lime has no rights beyond those stated in the Agreement to the Client's Data or parts thereof. During the agreement term, Lime is entitled to use the Client's Data, to the extent it is necessary, for the delivery of the Services to the Client and to provide support and services.

7.3 Lime is not responsible under any circumstances for the content or ownership of the Client's Data. Furthermore, Lime is not responsible for any instructions for processing or actions regarding the Client's Data provided by the Client to its Users or to Lime, or for other actions arising from the Client's Users while using the Services.

7.4 Lime may gather information about the use of the Services through automated data collection tools. Lime gathers and uses such information in order to protect, maintain and improve products and services and for various statistical and analytical purposes. Any personal data gathered for the development or improvement of the Services is completely anonymised. Lime may also contact the User with information relevant to the Services and gather information on the use of the Services through automated data collection tools for the purposes of contacting Users with information relevant to the Services, including targeted product news and information about relevant functions in the Services. Such information processing and communication with Users may involve personal data processing for which Lime is the data controller. The Client hereby explicitly consents to Lime processing personal data for communication purposes. Lime's processing of personal data for these purposes is limited to the extent to which it is necessary in order to achieve these purposes. Lime will apply appropriate security measures during data processing. Lime may enlist a data processor for data processing. If Lime enlists a data processor for data processing, Lime will enter into a data processing agreement with the data processor. The Client undertakes to inform Users about Lime's Privacy Policy, which describes its processing of personal data (link).

7.5 Unless otherwise stated in the Agreement, including the data processing agreement, Lime shall not sell, rent, rent out or otherwise make the Client's Data available to third parties, except in the following situations: (i) in order to comply with applicable laws, regulations, guidelines or decisions by public authorities, (ii) in order to investigate or prevent security threats or fraud, and (iii) if it is necessary for the restructuring, merger, sale or purchase of some or all parts of Lime. In situations where Lime passes on the Client's Data in accordance with clause 7.5, Lime shall inform the Client that the Client's Data has been passed on and, as far as possible, ensure that the receiving party adheres to these Terms and Conditions, provided that this complies with applicable laws.

7.6 The Client can request a copy of the Client's Data. A request can be made at any point during the term of the Agreement, but must be made no fewer than thirty (30) days before the termination of the Agreement. Lime's copying of the Client's Data is covered by the rolling consultancy fee according to the current price list. Upon termination of

the Agreement, the Client's Data stored by the Services shall be deleted, and it is up to the Client to save the data in another manner.

8   Pricing and terms of payment

8.1   The Client shall pay the fee for the Services as specified in the Agreement. If the Agreement does not specify a set charge, the fees for the Services apply according to the current prices as made available by Lime.

8.2   Lime is constantly developing the Services to provide increased functionality for the Client. Lime reserves the right to amend the Subscription Fee once per year. Price adjustments are based on (i) a general price adjustment on the part of Lime, or (ii) Statistics Sweden's Consumer Price Index ("**CPI**") in accordance with clause 8.2.1. Price adjustments shall be applied from the next invoicing.

8.2.1   Lime is entitled under clause 8.2 to adjust the Subscription Fee based on the CPI for the month of October in the year defined below as "**n-2**". Adjustments shall be based on the percentage change in the CPI for the period between October n-2 and October n-1. If the change in price is negative, the current Subscription Fee remains in place. Price adjustments based on the CPI are calculated as follows:

> (index amount October n-1/index amount October n-2) * current Subscription Fee = new Subscription Fee
>   n = the year the change in price is implemented
>   n-1 = the year before n
>   n-2 = the year before n-1

8.3   Unless otherwise stated in the Agreement, the Subscription Fee is charged three months in advance. Those aspects of the Services which, where appropriate, have a per-transaction fee are charged in arrears unless otherwise stated in the Agreement.

8.4   Unless otherwise stated in the Agreement, the payment term is 30 days. Fees, such as invoicing fees, are charged in accordance with the terms and conditions provided by Lime at any time. The stated prices exclude VAT.

8.5   Interest on overdue payments is the reference interest rate set by the Riksbank plus eight percentage points in accordance with article 6 of the Swedish Interest Act (1975:635).

9   Intellectual property rights

9.1   Lime, or its Lime, is the sole owner of all intellectual property rights ("**IPR**") pertaining to the Services, including the Documentation, and the software included therein. IPR include, but are not limited to, rights relating to copyright, patents, trademarks, company names, designs and product designs, source code, databases, business

plans and know-how in all situations, regardless of whether these are registered or not and all applications for any of these rights.

9.2 All copyright, trademarks, registered trademarks, product names, company names or logos specified in the Services or relating to the Services are the property of the respective rights holders. Lime is not responsible for links to, or the content of, websites or Documentation not owned or controlled by Lime which appear in the Services or the accompanying websites or Documentation.

9.3 The Client gives Lime the right to use its company name and trademarks for marketing purposes.

9.4 The Services may have Third Party Applications integrated into them for the purposes of making content, products and/or services available to Users. To the extent that Third Party Applications are included in the Services, the terms and conditions of the Third Party Applications, not the Agreement, shall apply to their use, licencing, liability, fixing of defects and IPR. As such, Lime is not liable for damages caused by Third Party Applications or support, and is not responsible for the behaviour, functions or content of any Third Party Applications or for any transactions that Users may enter into with the supplier of such Third Party Applications.

9.5 The Client is liable for damages incurred by Lime due to the Client (i) infringing upon Lime's or a third party's IPR, or (ii) using the Services in breach of clause 4.9. The Client's liability for such damages shall correspond to the highest amount of: (i) an equivalent of five (5) years' worth of Subscription Fees for the current licence, or (ii) the actual damage caused. The Client accepts that Lime may suffer irreparable damages due to infringements of Lime's IPR. Lime, or its Lime, is entitled to employ all reasonable measures to protect its commercial interests and its property, including all actions possible under applicable laws, including temporary measures.

10 Warranty and liability for defects

10.1 Lime guarantees that the Standard Products will work primarily as described in the Agreement. The Client and Lime agree that the Standard Products and the delivery thereof are not entirely devoid of defects and that improving the Standard Products is an ongoing process. The Client accepts that the Standard Products are delivered "as-is" and are used at the Client's own risk.

10.2 Lime does not guarantee that the Standard Products (i) meet the Client's specific expectations regarding, for example, the design or functionality beyond the guarantees Lime provides in the Agreement, (ii) function correctly with the Client's choice of equipment, systems or installation, and (iii) will not break or be devoid of defects.

10.3 Neither Lime nor any of its Limes provide any guarantees, either implicitly or explicitly, regarding suitability for certain purposes or capacity for system integration. Lime

makes no claims regarding the quality of the Standard Products beyond what is specifically outlined in the Agreement, and the Client shall not rely on any statements not explicitly laid out in the Agreement.

10.4   If the Standard Products do not function in accordance with the above mentioned limited warranty, Lime shall rectify all established issues or defects in the Standard Products at its own expense. Lime shall rectify notified defects in the Standard Products that have a serious impact on the functions of the Standard Products as quickly as possible. However, Lime reserves the right to decide when and how defects shall be rectified and how a measure shall be implemented. Defects of a non-serious nature affecting the Client's use of the Standard Products and/or the functions of Standard Products will be rectified by Lime no earlier than at the release of the next official version of the Standard Products.

10.5   Lime's liability for defects under clause 10.4 applies provided that (i) the Client raises a complaint about the defect to Lime no more than thirty (30) days after the Client became or ought to have become aware of the defect, and (ii) the Client provides Lime with the information and data required for Lime to be able to deal with the defect.

10.6   Lime's claim of "100% CRM-success guaranteed" entitles the Client to immediately terminate the Agreement in its entirety, regardless of the reasons, within three (3) months of delivery acceptance (when the Client has confirmed the delivery in writing or started using the Services) with a full refund to the Client of all fees paid to Lime. The guarantee under clause 10.6 applies to all new Lime CRM projects and requires the Client to purchase Lime's recommended implementation package.

11   Limitation of liability

11.1   Lime's liability in relation to damages or other losses (regardless of how the damage or loss occurs, including damages or other loss caused by negligence) which occur during or in relation to this Agreement shall be limited in accordance with the below.

11.1.1   Lime's liability is limited to direct damages and shall thus under no circumstances entail compensation for indirect damages or consequential damages, including but not limited to total loss of the Client's Data, loss of production, loss of revenue or profits as well as claims from third parties (including claims from public authorities), even if the Client has been informed of a risk of such damages.

11.1.2   Lime's total liability under the Agreement shall be limited during each twelve (12) month period to an amount equivalent to twelve (12) months of Subscription Fees for the Services during the same period.

11.2   In order to not lose its right to damages in accordance with this section 11, the Client must submit its claim to Lime no more than three (3) months after the Client noticed or ought to have noticed the reason for the claim, and no more than six (6) months from the incident.

11.3   The limitation of liability in accordance with section 11 does not apply in cases of (i) gross negligence or intent, (ii) liability which cannot be limited or excluded in accordance with applicable rights, and (iii) compensation in accordance with section 12 Indemnification.

12   Indemnification

12.1   Lime shall defend the Client and indemnify the Client regarding claims from third parties arising out of a claim that the Client's use of the Services is in breach of or infringes upon a third party's IPR.

12.1.1   Lime's liability under this clause 12.1 covers all costs, fees, expenses, losses or damages that affect the Client in accordance with a court ruling or in a settlement ratified by/decided in arbitration or a judgement/arbitration ruling, including reasonable legal fees.

12.1.2   Lime's obligation to indemnify the Client under this clause 12.1 only applies if: (i) the Client has used the Services in accordance with all terms of the Agreement, (ii) the Client immediately informs Lime in writing about the claims raised against the Client, (iii) Lime is given full control over the legal process and has the sole right to make decisions in settlement negotiations and that the settlement absolves the Client of all liability, and (iv) the Client works with Lime at the expense of Lime and, for example, follows instructions from Lime and provides Lime with reasonable assistance regarding the legal process.

12.1.3   Lime is not liable under this clause 12.1 if the claim from the third party is raised due to modifications, integrations or customisations of the Services not performed by Lime or a Lime subcontractor.

12.2   In cases of an established infringement of a third party's IPR, Lime shall, at its own discretion, (i) modify the Services so that they are no longer in conflict, (ii) replace the Services with functionality that corresponds to the Services, (iii) obtain a licence for the Client's continued use of the Services, or (iv) terminate the Agreement with a refund of any fees paid in advance.

12.3   The Client is not entitled to raise any other claims against Lime arising from an infringement of a third party's IPR. As such, section 12 constitutes Lime's sole liability to the Client on account of infringements of third party IPR.

12.4   The Client shall defend and indemnify Lime regarding claims from third parties arising out of a claim that the Client's Data or Client's use of the Services is in breach of the Agreement or is in breach of or infringes on a third party's IPR or applicable legislation.

12.4.1   The Client's liability under clause 12.4 covers all costs, fees, expenses, losses or damages that affect Lime in accordance with a court ruling or in a settlement

lime
CRM with a twist

ratified by/decided in arbitration or a judgement/arbitration ruling, including reasonable legal fees.

12.4.2   The Client's obligation to indemnify Lime under section 12 only applies if: (i) Lime immediately informs the Client in writing about the claims raised against Lime, (ii) the Client is given full control over the legal process and has the sole right to make decisions in settlement negotiations and that the settlement absolves Lime of all liability, and (iii) Lime works with the Client at the expense of the Client and, for example, follows instructions from the Client and provides the Client with reasonable assistance regarding the legal process.

13   Confidentiality

13.1   Lime and the Client undertake not to share information with third parties regarding the other party's business which may be considered a business or trade secret without the other party's written permission or which, under law, is covered by a duty of confidentiality, regardless of whether this is done orally, in writing, electronically or in some other manner ("**Confidential Information**"). Confidential Information does not refer to information that a Party is able to show it became aware of in a way other than through the Agreement or that is in the public domain.

13.2   The duty of confidentiality under section 13 does not apply when a party, in accordance with applicable laws, regulations, guidelines or decisions by public authorities is liable to disclose information.

13.3   Individual parties are responsible for their respective employees and consultants' adherence to section 13, and shall, through non-disclosure agreements with them or other suitable measures, ensure that clause 13.3 is adhered to.

13.4   The parties' duty of confidentiality pursuant to the Agreement applies during the agreement term and for a period of five (5) years after the end of the Agreement.

14   Agreement term and termination

14.1   The Agreement enters into force once it has been signed by both parties.

14.2   Unless otherwise stated in the Agreement, the Agreement is valid for twelve (12) months from the Date of Delivery. If the Agreement has not been terminated in writing by either of the parties no more than sixty (60) days from the end of this introductory period, or any subsequent extension period if the Agreement has been extended in accordance with this clause 14.2, the Agreement shall be automatically extended for a period of twelve (12) months.

14.3   Termination by the Client of one or more Users is seen as a termination of a part of the Agreement and shall thus take place in accordance with clause 14.2 above.

14.4 Beyond what generally follows from the Agreement, the Client and Lime are entitled to terminate the Agreement with immediate effect if: (i) the other party is in material breach of the Agreement, and does not rectify such breaches within thirty (30) days of receiving written notification of a breach, or (ii) the other party becomes insolvent, goes into liquidation, becomes the object of corporate restructuring, suspends its payments or in some other manner may reasonably be assumed to have become insolvent.

14.5 Repeated delayed payment of fees by the Client under the Agreement shall be regarded as a material breach of the Agreement.

14.6 Upon termination of the Agreement in accordance with clause 14.2, and upon termination on the part of Lime in accordance with clause 14.4, the Client is not entitled to a refund of any fees paid in advance.

14.7 Termination of this Agreement, either in whole or of certain parts or a certain number of Users, applies from the day the other party received the notice of termination.

14.8 Upon termination of the Agreement, the Client's right to access and use the Services will cease on date of termination/expiration. Upon termination, the parties shall promptly to the other party return or in writing confirm the destruction of all (i) Confidential information, and all other software related to the Service, the Documentation and other material that has been delivered to the other party for the purpose to fulfil the Agreement.

14.9 If the Client withdraws an order after entering into the Agreement, Lime reserves the right to invoice the actual costs plus 25% of the Subscription Fee for the Services for the first twelve (12) months.

14.10 A terminated agreement can be re-signed. A re-signed agreement automatically includes a new commitment period of twelve (12) months in accordance with clause 14.2. On re-signing an agreement, the Client accepts that the Client's Data will have been deleted from the Services.

15 Communications

15.1 Communications are made via the Services, through the Services' interface or on Lime's website. Lime can also, at its own discretion, send Communications via email or post.

15.2 Communications are to be regarded as delivered once they have been published. If Lime sends Communications via email or post, the Communications are regarded as delivered once they have been sent by Lime.

15.3 Communications apply immediately, unless otherwise specifically stated in the Communication.

15.4 Communication from the Client to Lime regarding the Agreement shall be sent in the first instance via email to the address provided on Lime's website.

16 Miscellaneous

16.1 **Contradictory agreement terms and conditions**. The Agreement and its appendices complement each other. If the Agreement's primary document and its Terms and Conditions contain contradictory terms, the Agreement's primary document shall take precedence.

16.2 **Changes to the Terms and Conditions**. Lime reserves the right to change the Terms and Conditions and other terms for the supply of the Services by giving sixty (60) days' notice. If the Client does not accept such changes, the Agreement can be terminated immediately in accordance with clause 14.4. If the Client terminates the Agreement in accordance with this clause 16.2, the Client is entitled to the proportional reimbursement of any fees paid in advance.

16.3 **Force Majeure**. Neither Lime nor the Client shall be liable for delays to or interruptions of their commitments under the Agreement caused by or arising from force majeure events, such as earthquakes, riots, industrial disputes and other events that are similarly out of Lime's or the Client's control.

16.3.1 In cases where legislation, regulations or guidelines concerning the Services or the supply thereof are changed, or new laws, regulations or guidelines enter into force after the Services have been released on the market, which prevent Lime from fulfilling instructions from the Client or Lime's obligations under the Agreement, and/or which require that the Services be suspended, in whole or in part, for a specified or an indefinite amount of time, these shall be regarded as force majeure events. Lime is not responsible under any circumstances for such force majeure events. In these cases, the Client will be reimbursed the Subscription Fees paid in advance for the Services affected from the month following the suspension of the Services on account of a force majeure event. Additionally, the Client is not entitled to raise further claims to Lime due to a force majeure event.

16.4 **Survival**. Provisions in the Agreement, which by their nature remain valid after the termination of the Agreement, shall continue to be binding for the parties after the termination of the Agreement, regardless of the reasons.

16.5 **Severance**. If a competent court, authority or arbitration board should find that any provisions in the Agreement are invalid, in whole or in part, or are not enforceable, these shall not impact the validity of the other provisions, which shall be applicable and enforceable to the extent allowed under applicable rights. Current provisions in such cases shall be replaced with a provision, which, as far as possible, fulfils the purpose of the original provision.

16.6 **Entire agreement**. The Agreement constitutes the parties' complete settlement of the subject of the Agreement. Any written or verbal undertakings and commitments that preceded the Agreement are replaced by the content of this Agreement.

17 Governing law and disputes

17.1 This Agreement shall be interpreted in accordance with Swedish law.

17.2 Disputes which arise from this Agreement shall be resolved between the parties through an amicable settlement. If the dispute cannot be resolved amicably, disputes arising from this Agreement shall finally be settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

17.3 The Rules for Expedited Arbitration shall apply where the amount in dispute does not exceed one hundred thousand (100,000) Swedish kronor. Where the amount in dispute exceeds one hundred thousand (100,000) Swedish kronor, the Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds one hundred thousand (100,000) Swedish kronor, but not one million (1,000,000) Swedish kronor. Where the amount in dispute exceeds one million (1,000,000) Swedish kronor, the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for arbitration. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.