

## Terms & Conditions

*Valid from 14 April 2025.*

*These general Terms & Conditions for EDGE Associates AB's (here on referred to as EDGE) Software-as-a-Service named as EdgeFlow ("Terms") form an integral part of the Parties' agreement (together the "Agreement") which together governs the Customer's use of EDGE's Services. In the event of a conflict between negotiated terms in the Agreement and these Terms, the Agreement shall apply.*

*These Terms are applicable to Agreements from the above date.*

### 1 Definitions

1.1 "Access Point" refers to, unless the parties have agreed otherwise, the point or points at which the Supplier connects the Service to a public electronic communications network.

1.2 "Affiliates" refers to either EDGE's or Customer's companies within the same company group under the definitions of the Swedish Companies Act (Sw. Aktiebolagslagen).

1.3 "Agreement" refers to EDGE's and the Customers Agreement in which the Customer wants to use EDGE's Software-as-a-Service named as EdgeFlow. This together with:

1. these EDGE's SaaS Terms & Conditions;
2. Privacy Policy;
3. Data Processing Agreement.

The most current versions are available on our website. Changes to the Appendices are governed by these Terms.

If the provisions of the Agreement are inconsistent, the Main Document shall take precedence. If the provisions of the Terms or the Documentation are inconsistent, the appendices shall take precedence over each other in the order specified above, unless the circumstances clearly require otherwise. The Data Processing Agreement, shall, however, always be given priority with regard to provisions on personal data processing. Written agreements reached by the Parties later shall take precedence over the Documentation.

1.4 "AI Assist Add-on" refers to an optional, fixed-price feature package provided by EDGE that includes advanced AI-powered functionality beyond what is offered in the standard Services. This includes, but is not limited to, AI Search Scoring, candidate justification text generation, CV text enhancement, competence matrix filling, and CV translations. The AI Assist Add-on is licensed per tenant, independent of the number of Users, and may be subject to separate pricing and terms as outlined in the Agreement.

1.5 “Application” refers to EDGE’s software web application named EdgeFlow and which is made available on <https://www.edgeflow.se> (or any other domain that EDGE may instruct).

1.6 “Authorized Users” refers to the Users that the Customer has authorized to use the Service within its tier according to the Agreement.

1.7 “EDGE” refers to EDGE Associates AB, corporate reg.no. 559054-3152.

1.8 “Confidential Information” refers to what is outlined in section 10.

1.9 “Customer” refers to the legal entity set out in the Agreement.

1.10 “Customer Account” refers to an account with the full functionality that a paying Customer has ordered under its Agreement.

1.11 “Customer Data” refers to data which Customer and its Users upload or enter into the Application. It does not include any data of EDGE’s other customers or their Users, even if those companies have been invited by the Customer to create their accounts with EDGE or have made their resources available to Customer.

1.12 “Data Protection Laws” refers to, in EU countries, the General Data Protection Regulation (Regulation (EU) 2016/679) (the GDPR), or any equivalent law, enforceable codes, guidelines, amendments, re-enactments or changes thereof.

1.13 “Documentation” refers to the document that together forms the Agreement as set out in section 1.3.

1.14 “DPA” refers to the separate personal data processing agreement which forms part of the Agreement.

1.15 “Error” refers to reproducible cases where the Application materially fails to perform as promised.

1.16 “Service Levels” refers to agreed service levels in regard to EDGE providing Services to the Customer.

1.17 “Services” refers to (i) the software features which are provided via the Application, (ii) configuration, settings, and support services, and (iii) any professional consultancy services ordered separately by the Customer.

1.18 “Terms & Conditions” refers to these terms and conditions for providing the Services.

1.19 “User(s)” refers to either a company account and/or an individual working for the Customer who has an account in the Application (as applicable).

1.20 “Business Days” refers to regular business hours, Monday – Friday 8:00 – 17:00 CET, excluding Swedish public holidays.

## **2 Scope of Agreement**

2.1 As agreed by the Parties in the Main Document, EDGE shall provide the Customer with its Services consisting of the features presented at any given time at [www.edgeflow.com](http://www.edgeflow.com). This includes, e.g., limited rights to access and use of the Services via a web browser, adapting the Services after the Customer’s design elements. EDGE warrants that the Services’ features will be consistent with the service specifications at the date of signing this Agreement and not deviate in any material aspect during the Customer’s subscription term.

2.2 EDGE shall provide support services under the terms of section 8.

2.3 Competitors of EDGE may not use the Services if EDGE has not provided its prior written consent. The Services must not be used to investigate their availability, performance or functionality or to develop competing services.

## **3 EDGE’s Provision of the Services**

3.1 EDGE undertakes to deliver the Services in accordance with the Agreement and these Terms & Conditions in a professional manner, exercising the care which can be expected of a reputable supplier in the industry.

3.2 EDGE shall update and upgrade the Application and launch new versions of the Service in accordance with what EDGE considers appropriate to maintain overall quality and functionality during your subscription term. Therefore, the Customer accepts that the Service may change over time without prior notice to the Customer. EDGE may, even if it would cause some inconvenience to the Customer, introduce updates in the Service to protect it and for other security reasons.

3.3 EDGE shall notify the Customer about significant changes or additions affecting the use of the Application to a large extent with 30 days’ notice. If the Customer should not accept any such significant changes, the Customer may terminate the Agreement in accordance with the termination provisions.

3.4 Some features may be offered as optional add-on modules at an additional cost and additional terms. No such features are invoiced without the Customer’s approval.

3.5 Certain AI-enhanced features such as competence matrix generation, CV text improvement, candidate justification texts, and translations are offered as part of an optional AI Assist Add-on. This Add-on is subject to additional fees and available on a per-tenant basis, as described in the Agreement.

3.6 Users who have been made administrators in the Application shall be considered authorised to add new Users as well as approve new features and their pricing on behalf of the Customer, through what is commonly referred to as in-app purchases.

3.7 EDGE may use subcontractors in the provision of the Services. EDGE is responsible for the Services performed by subcontractors as if they were delivered by EDGE itself. The use of subcontractors processing personal data is further governed in the Data Processing Agreement.

3.8 Any feedback, suggestions, testimonials, endorsements, information or materials conveyed to us by Customer or your Users in connection with the Services shall be collectively deemed “Feedback.” You agree to grant and hereby grant to EDGE a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Feedback without restriction. Any Feedback that you share with us, you guarantee that you have the full rights and permissions to disclose to us, without any liability on our or our licensors part.

3.9 The AI features rely on integrations with third-party providers (currently Microsoft Azure AI), whose services are hosted in the United States. Regional data hosting of the AI features is currently not available, regardless of the agreement between the Customer and EDGE. The AI service provider may change from time to time. EDGE reserves the right to make such changes at its sole discretion.

3.10 The AI features in the Application are not designed to use sensitive personal information for processing. Should the Customer nevertheless use the AI features to the effect that sensitive personal information is processed, it is at the Customer’s own discretion and risk. EDGE and its third-party technology provider for AI Services are not subject to additional obligations that apply to the processing of sensitive personal information.

3.10 Processing by our technology providers. By using the AI features, the Customer agrees that the current used AI Service provided (also see 3.9) will process the data submitted in accordance with the applicable data processing terms and security policies. It is your responsibility to ensure that personal data you submit to our Services, is collected and used in accordance with applicable Data Protection Legislation.

3.11 You agree to follow any restrictions in usage as provided by EDGE from time to time in regards to AI features. EDGE may modify and/or discontinue any or all the AI features and AI-assisted features, in our sole discretion, with or without notice.

3.12 The AI features are offered to Customer in accordance with the terms in your Agreement with EDGE.

3.13 Customer is solely responsible to comply with all applicable laws and regulations in connection with your access and use of the AI features, including what information you submit to the service (input”) and the result that is generated by the “output”. In addition, you agree to adhere to current used AI Service (also see 3.9) policies when using the AI features.

3.14 All intellectual property rights of the AI features and elements thereof are reserved EDGE and its licensors and third-party technology providers. No rights are granted to the Customer except for the limited usage rights in section 3.11.

3.15 Due to the nature of machine learning, any Input and Output that you provide may be analyzed by the AI Service used (also see 3.9) as necessary to provide and maintain the AI features. Output may be generic to many customers as the same or similar Output may be generated. Keep this in mind when assessing the need for originality and other issues of intellectual property rights. In addition, Output may have inherent biases and or be a reflection of any encoded instructions or ethical rules by current used AI Service (also see 3.9). EDGE cannot provide any warranties for the accuracy or representation of any Output generated by the use of the AI features, and we accept no liability or indemnity. Customer is solely responsible for the Output and is advised to have put in place strong ethical guidance and processes on how to make use of any AI-assisted Output in its business.

3.16 Restrictions on Use. In addition to the general restrictions in section 5.4, the following shall apply for your use of the AI features: Customer must not use the AI features to (a) develop foundation models or other large-scale models that compete with this AI features; (b) extract data from the AI features; or to (c) represent that Output was human-generated where it is not.

3.17 We provide AI features as is and as available for your evaluation purposes with a different level of privacy, secrecy and compliance commitments. EDGE makes no warranties and has no indemnity or support obligations with respect to the AI features. Use of the AI features is at your own discretion and risk. To the extent permitted by applicable law we, EDGE, our affiliates, subsidiaries and licensors expressly disclaim any and all warranties of any kind, express or implied, including, but not limited to, merchantability, satisfactory quality, title, fitness for a particular purpose, non-infringement, quiet enjoyment and any warranties arising out of any course of dealing or usage of trade. EDGE makes no warranty that any of the AI features will meet your requirements or that the AI features will be uninterrupted, timely or error-free, nor does EDGE make any warranty as to the results (including, without, limitation, any Outputs)

that may be obtained from the use of the AI features or the accuracy of any other information generated or obtained through the AI features. No information or advice, whether verbal or written, obtained from EDGE or through the use of the AI features shall create any warranty. Some jurisdictions do not allow the exclusion of certain warranties and conditions, so some of the above exclusions may not apply to you.

3.18 In no event shall EDGE or its licensors be liable to Customer or any other third party for any indirect, special, incidental or consequential damages, or lost revenue, lost profits, lost data, loss of technology or goodwill, or interruption to or loss of Service arising out of or in connection with these terms or Customer's or any other third party's use of the AI features (including, without limitation, use or reliance on any outputs). The parties have no monetary liability at all for the AI features.

3.19 You agree to indemnify and hold EDGE and our licensors harmless from and against any third-party claims arising from or relating to your use of the AI features, including use of and reliance of Input and Output, and any breach of these Terms, including any liability arising from or relating to such claims, damages, settlements, costs and expenses (including attorney's fees).

3.20 You may stop using our AI features at any time. We may modify our agreement with you regarding the use of the AI features at our discretion, without any liability to you. Upon the expiration of these Terms related to AI, you must stop using the AI features and promptly return or, instructed by us, destroy all Confidential Information and other proprietary materials of ours. Even though the agreement will expire, certain rules amongst us will survive, these rules are those by their nature that should survive termination such as for example sections 3.10-3.19, in addition to applicable sections of the Terms.

#### **4 Specific terms for non-paying Users**

4.1 These terms apply specifically for Users that are not yet paying customers to EDGE and the Services.

4.2 By registering your company account, you acknowledge and agree to be bound by (i) these Terms to the extent they apply to you, (ii) the Privacy Policy, (iii) and the Data Protection Addendum.

4.3 Your company account is provided to you "as is" and "as available" and EDGE does not warrant any specific uptime or availability of the Services. You are subject to the rules that apply for the Customer in these Terms, with exception for the rules on (6) Fees, (8) Support, (9) Service Levels and Availability, (13) Intellectual property rights infringements, (17) Decommission, (18) Limited Warranty, Disclaimer and Liability for Defects.

4.4 Upon registration, you are granted a temporary limited company account for the EdgeFlow Service that will give you limited access to the application. EDGE is fully authorized to, as they wish, grant you access to additional features or remove any limitations to features. EDGE is therefore also authorized, as they wish, to remove any access or limit the features at any time. You will not receive the full functionality of our Service until you are a paying Customer.

## **5 Responsibilities of the Customer**

5.1 The Customer warrants that the representative entering into the Agreement on its behalf has the necessary rights and authority to enter into a legally binding agreement with EDGE on behalf of the Customer.

5.2 The Customer is responsible for:

- a) ensuring that the Services are used in accordance with all applicable laws of the Customer and its data, user content and regulations including these Terms and the Appendices to the Parties' Agreement;
- b) ensuring that the feature of sharing your tenant data (CVs and employer information) with other partners of yours is in accordance with all applicable laws and regulations including applicable data protection laws, these Terms & Conditions and the Appendices to the Parties' Agreement. EDGE have no liability to ensure that the Customer is fulfilling these commitments. EDGE can therefore not be liable to Customer or any other third party for any indirect, special, incidental or consequential damages, or lost revenue, lost profits arising out of or in connection with these terms or Customer's or any other third party's use of this feature.
- c) ensuring that Customer Data is in an agreed-upon format, is not infected by viruses or anything else that could harm or influence EDGE's systems or Services negatively and does not infringe the intellectual property rights of third parties;
- d) meeting the system requirements for the Application which includes having access to an internet connection for all its Users as well as the other software and equipment that has been designated by EDGE in writing;
- e) following instructions given by EDGE relating to the use of the Services; and
- f) assisting EDGE to a reasonable extent and take reasonable actions to enable EDGE to deliver the Services.

5.3 Login information and other instructions provided by EDGE shall be managed confidentially by the Customer and its Users. The Customer undertakes to immediately notify EDGE if the employment of a User who has the authorization to administer company information has ended, or if someone else has or is feared to have been granted unauthorized access to login information or other instructions.

5.4 The Customer or its Users may not:

- a) sub-license or resell the Application,
- b) copy, decompile, attempt to determine the source code, methods, algorithms or procedures of the Application or otherwise “reverse engineer”, modify, adapt or create new works or software based on the Application except as set out in mandatory law, or
- c) attempt to circumvent license keys or other user restrictions in the Application.

## **6 Fees and Payment Terms**

### **General**

6.1 The Customer shall pay in advance the fees as agreed with EDGE. The subscription fees are initially based on the amount of Subscriptions purchased and not on actual usage – a fixed tier model. Subscription Fees are non-refundable and shall not be subject to setoff or other reduction.

Optional features such as the AI Assist Add-on are subject to separate fees as agreed between the Parties.

6.2 The fees are stated excluding VAT, withholding taxes and other charges which, if applicable, shall be paid by Customer in addition to the stated amount.

6.3 The fees are invoiced 12 months in advance if nothing else is agreed in written form with the Customer.

6.4 If the Customer adds Users or new features during a contract period, EDGE will invoice the additional price for the remaining time of the then current contract period according to the then current price list in advance. At renewal, the annual price of the Services (including the new features and then applicable User tier) will be invoiced in advance. Note that the numbers of Users are increased in intervals of 5 Users (e.g. 5, 10, 15 etc).

6.5 If the Parties have agreed on a discounted initial subscription term, such discount shall cease after the initial subscription term unless anything else is stated in the Order Form. The Start Customer will then be offered standard prices according to the then current price list.

6.6 EDGE has the right to adjust the standard fee (without any discount) upon renewal to the then current price list.

### **Fair Use of User Roles and Billing Responsibilities**

6.7 The Customer acknowledges that EDGE distinguishes between different user types (e.g., Admin, Employee, Manager, External Consultants, and Candidates) and user

statuses (e.g., Active or Passive). Passive users (such as Candidates or External Consultants not currently allocated to a project) may have limited access to the Services and may not be counted as billable users unless specific features are used.

Passive users are intended for internal evaluation and recruitment purposes only. They may not be used to circumvent per-user billing or gain equivalent functionality without activating the user. If EDGE reasonably suspects misuse — including but not limited to maintaining large volumes of Passive users while gaining substantial business value through CV management, or external CV sharing — EDGE reserves the right to:

- Conduct a review of user classification and actual usage;
- Require reclassification of certain Passive users to Active users;
- Invoice the Customer retroactively for such users based on the current pricing model;
- Limit certain features for Passive users to protect against unfair use.

## **Payment Terms**

6.8 Unless otherwise agreed, terms of payment are 30 days from the invoice date. If the Customer does not pay an invoice on time, EDGE may choose to cancel or suspend the delivery of the Services until the fees have been paid in full.

6.9 Overdue Payments. Any payment not received by the due date shall accrue interest by taking the Swedish National Bank reference rate (determined every six months) and adding 8% on the outstanding balance per month (except with respect to charges then under reasonable and good faith dispute) from the date such payment is due until the date paid.

6.10 If EDGE is charged with additional work or costs due to circumstances for which the Customer is responsible, EDGE may charge such costs as per EDGE's current price list for professional services.

## **7 Subscription Terms and Termination**

7.1 Any limits that apply to your account are specified in the Agreement. You may not downgrade your subscription to manipulate the calculation of charges.

7.2 Term and Renewal. Your initial subscription period will be specified in the Agreement, and your subscription will automatically renew for one renewal term as specified.

7.3 To prevent renewal of the subscription, the required notice must be provided within the timeframe specified in the Agreement.

7.4 If you have conducted an in-app purchase, you may terminate the renewal by cancelling the subscription before the next renewal date. If you add products during the Subscription Term, the fees for these additional products will be pro-rated and they will renew along with your subscription.

7.5 Unless otherwise agreed, we do not provide any early termination or refunds. The Subscription Term will end on the expiration date and the subscription cannot be cancelled early. We do not provide refunds if you decide to stop using the Service during your Subscription Term.

7.6 Termination for Cause. Either party may terminate this Agreement for cause, as to any or all Services: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors.

## **8 Support**

8.1 EDGE shall provide Users with support for our SaaS service via [edgeflow@edgeassociates.se](mailto:edgeflow@edgeassociates.se).

8.2 Reports of Errors shall include information about which web browser the User is using and the Error that the User has experienced. Furthermore, the Customer shall cooperate with EDGE and provide all reasonable assistance necessary for EDGE to diagnose, reproduce and assess the Error.

8.3 After an Error report, EDGE shall initiate troubleshooting during Business Days as set out below. Troubleshooting includes, if applicable, directions for circumventing the Error.

8.4 Classification of Errors:

- Priority 1: Errors that hinder functionality in the Application, making it impossible for the Customer to use the Application or and errors that involve significant risk from a security or integrity point of view.
- Priority 2: Errors that significantly hinder functionality in the Application for the majority of the Customer's use of the Application.
- Priority 3: Errors that hinder functionality in the Application for some of the Customer's Users, or errors that cannot be classified as Class 1, 2, or 4.
- Priority 4: Errors that hinder functionality in the Application to a lesser extent for the Customer/aesthetic errors.

8.5 Initial Response Times (on Business Days) calculated on standard European time

- Priority 1: Within 8 hours
- Priority 2: Within 12 hours
- Priority 3: Within 16 hours
- Priority 4: Managed after decision by EDGE within the scope of planned version management.

8.6 If the Customer reports an Error and it is found that the problem is not attributable to an Error in the Application, EDGE may charge a fee for reasonable time spent on the report as per EDGE's current price list for professional services.

## **9 Service Levels and Availability**

9.1 EDGE shall, to the best of its ability, strive to keep the SaaS Service (including part of a service such as module, function or application) uninterrupted, taking into account what is commercially and technically reasonable. EDGE shall maintain an organization and have a capacity with suitable, qualified and competent employees for the purpose of performing service, troubleshooting and updates in a manner that a purchaser of this type of service can reasonably expect from a professional service provider.

9.2 The Service shall be made available in accordance with this Agreement, equivalent to 99% of the time during Business Days. The period is measured by calendar month, with an exception for:

- a) planned downtime that the Customer has been notified of in advance, EDGE shall use reasonable efforts to schedule planned maintenance to off-business hours;
- b) inaccessibility due to circumstances beyond EDGE's reasonable control ("Force Majeure"), including without limitation, government actions, floods, fires, earthquakes, civil unrest, terrorist acts, strikes or other labour issues not related to EDGE's employees, ISP failure, hosting / server operator or denial-of-service attacks; or
- c) other interruption at the request of the Customer or with the Customer's approval.

9.3 The measuring point for the Availability of the Service refers to the connection point, i.e. EDGE's production environment.

9.4 EDGE's obligations under this section only apply when the Customer has fulfilled all its obligations under this Agreement.

9.5 EDGE shall notify the Customer in a reasonable time before planned maintenance of the Application and take reasonable actions to minimize the downtime.

9.6 If the parties have no separate agreement regarding Service Level fees, the Customer is entitled to a reasonable reduction in fees for the Services during the period to which the reduced Service Level applies. Any compensation claims due to Service

Levels not being met may not exceed thirty (30) % of the monthly fee for the Services unless otherwise agreed upon.

9.7 In the event that the Availability of the Service is less than 50% during a 30-day period, the Customer has the right to terminate the agreement, without the right to compensation.

9.8 EDGE's responsibilities in this section apply when: (i) EDGE is made aware of the defect in the Application by the Customer within thirty (30) days from the discovery of the defect, or from when the Customer should have discovered the defect; and (ii) the Customer provides EDGE with information that is necessary to analyse the defect.

9.9 This section sets out EDGE's sole responsibility in terms of downtime or unavailability of the Application.

## **10 Confidentiality**

10.1 The Parties undertake, during the term of the Agreement and three (3) years thereafter, to keep all information relating to the Service, the Parties' activities, trade secrets, and the contents of this Agreement, as well as information that should reasonably be considered Confidential Information regardless of the information has been submitted before or after the conclusion of this Agreement secret. A party may only use Confidential Information to fulfil the Agreement, to comply with mandatory laws or government regulations or to the extent required by applicable stock exchange rules.

10.2 Confidential Information does not include information that: (a) is or becomes publicly known other than by any act or omission of the receiving Party, (b) was lawfully held by the other Party prior to publication, (c) is lawfully disclosed to the receiving Party; the Party by a third party without limitation of information, or (d) developed independently of the receiving Party, as an independent development can be demonstrated with written evidence.

10.3 The term of confidentiality does not limit the obligation to keep trade secrets confidential.

## **11 Ownership**

11.1 EDGE and/or EDGE's licensors own all rights, including intellectual property rights, to the Services, including but not limited to patents, copyright and trademarks. Nothing in the design of the Services or the correspondence between the Customer and EDGE shall be construed as a transfer to the Customer of such rights. Even if the Services are modified after input and suggestions from the Customer, the Customer has no right to

such modifications, and they shall automatically be assigned to EDGE which may use them freely without any obligation to compensate the Customer.

11.2 The Customer owns (or has a license, permission from a third party to use) all material, and all Intellectual Property Rights and Personal Data that the Customer submits, or instructs EDGE to submit and upload, in the Service, such as the Customer's trademarks, images and texts.

## **12 User Rights to the Services**

12.1 Access Rights. Provided that the Agreement is complied with, EDGE grants to the Customer and its Affiliated Companies with Authorized Users, a fixed term, worldwide, non-exclusive, terminable, non-transferable, non-sublicensable limited right to access and use the Service during the Agreement, and its Content via the Internet using a supported web browser, solely for Customer's internal use and solely to perform those functions defined in the Documentation.

12.2 Customer may not sublicense its rights under this section without having obtained EDGE's written consent in advance. The Customer has no right to access code (e.g., object code and source code) to the software behind the Service, either during or after the term of the Agreement.

12.3 How the Customer and its Authorized Users may use the Service and what additional restrictions and obligations apply is set out in the EDGE's Acceptable Use Policy in force at any given time, provided on EDGE's website.

12.4 Guarantee of Completeness. EDGE warrants that Customer will not need to sign any additional license or pay royalties to third parties for Customer to be able to use the Service adapted for the Customer in an intended manner and for the intended purposes.

12.5 Customization White-label. In order for EDGE to be able to deliver the Services adapted to the Customer, the Customer hereby gives EDGE and its Affiliates: (a) a non-exclusive, royalty-free, terminable, global license to use, copy, transmit, modify and display Customer's Content (including Personal Data); and (b) a non-exclusive, royalty-free, terminable, global license to copy, distribute and use Customer's trademark(s), logotype(s), name and design elements.

12.6 All Intellectual Property Rights in Customizations (including documentation) shall be EDGE's exclusive right. The Customer still owns all rights to its own characteristics, design, "look-and-feel" elements and Content. When a Customization is delivered or made available to the Customer, the Customization forms part of the Service, and the Customer's right of use for the Customization is regulated in accordance with this

paragraph and EDGE's Policy for Permitted Use. EDGE has the right to make such Customization available to all its customers and third parties. The right to make available Customization does not include the Customer's identifiable characteristics or "look-and-feel" elements or Confidential Information.

### **13 Intellectual property rights infringements**

13.1 EDGE undertakes to indemnify the Customer from claims that the Customer's use of the Services in accordance with these Terms & Conditions, in Sweden and other countries agreed upon in writing, violates a third party's intellectual property rights.

13.2 EDGE's responsibilities under this paragraph only apply on the condition that: (i) the Customer promptly notifies EDGE regarding claims directed towards the Customer; (ii) EDGE is given the exclusive right to decide how the process is conducted; and (iii) the Customer complies with EDGE's instructions and provides EDGE with reasonable assistance requested by EDGE.

13.3 If an infringement of third party intellectual property rights has occurred, EDGE shall, at its own discretion: (i) ensure the Customer continued right to use the Services; (ii) change the Services to remove any infringement; (iii) replace the Services, or parts of the Services, with other equivalent services that cannot be considered to be an infringement; or (iv) terminate the Services and after deduction, to the Customer's reasonable benefit, reimburse the Customer's paid fee for the Services without interest.

13.4 This section constitutes the sole responsibility that EDGE has towards the Customer in terms of infringement of third-party intellectual property rights.

### **14 Customer Data**

14.1 All rights and interests in the Customer's Data, including Personal Data and Intellectual Property Rights, remain the Customer's exclusive property. EDGE may not use or copy the Customer's Data unless this is expressly permitted under the Agreement. EDGE may not provide access to the Customer's Data to anyone other than employees or subcontractors, whose information requires such access. Access may only be granted in accordance with the terms of this Agreement between the Parties and the Assistant Agreement.

14.2 EDGE shall daily back up the Customer's Data to be able to restore the Service to the condition it was in before the backup was created. EDGE shall keep backups for at least thirty (30) days, unless deleted according to the terms of the Data Processing Agreement.

### **15 Usage Data and System Data**

15.1 Right to Usage Data. The Customer owns all customer-specific data that identifies the Customer and/or its Authorized Users, which these generate when using the Service as profile data and other customer-specific Usage Data (“Usage Data”).

15.2 Right to System Data. EDGE owns all rights to data on how the Services work and are used, such as, but not limited to, availability, response times, number of transactions and calls in the system, click data, visit or session data (“System Data”), and also Usage Data in aggregated and anonymized form.

15.3 All Customer-Specific Usage Data and Customer-Specific System Data constitute Confidential Information which shall be processed in accordance with the provisions of confidentiality and may not be resold by any Party (which also includes any reports prepared for the Customer and which contain Customer-Specific Usage Data and System Data). Usage Data may also not be exported from the Service to Customer or to any other party.

15.4 Customer hereby grants to EDGE and its Affiliated Companies an eternal, fully paid-up and royalty-free, non-exclusive license to use the Usage Data to make analyses and studies to improve the customer experience for users of the Service, as well as to gain insight into local needs and conditions and thereby further develop the Service.

15.5 EDGE shall anonymize and save Usage Data in accordance with guidelines and regulations in Data Protection Laws to ensure that customer-specific Usage Data can be saved and utilized in the long term.

15.6 According to the hourly prices stated in the price list in force at any given time, all tailor-made reports, searches, and analyses of anonymized Usage Data shall be made against compensation from Customer to EDGE for time spent.

## **16 Marketing**

16.1 If the Parties are to publish detailed information about the cooperation in accordance with the Agreement, the approval of both Parties is required. However, a Party has the right to use the Parties’ name and company logotype for the marketing of the Partners’ cooperation in general terms, including publication on the Parties’ list of customers and website and social media channels, without obtaining further approvals.

## **17 Decommission**

17.1 In the case of decommissioning of the Services, Customer may request EDGE within 3 months prior to termination or expiration of this Agreement, to assist the Customer to a reasonable extent in transferring the Customer’s Data to the Customer in a machine-readable format and in a way that creates as little impact as possible for the Customer.

17.2 EDGE shall delete the Customer Data upon the termination or expiration of the Agreement, at the latest 180 days from the date of expiration of the Agreement.

17.3 EDGE shall be entitled to compensation for the work performed according to this section in accordance with EDGE's current price list for professional services.

### **18 Limited Warranty, Disclaimer and Liability for Defects**

18.1 Authority. Each party represents and warrants that it has the legal power to enter into this Agreement.

18.2 Limited Warranty. EDGE warrants that the SaaS Services will substantially conform in all material respects to the specifications set forth in the Documentation and EDGE's security standards as specified in Supplier's Documentation, the existing Supplier's Information Security Policy when installed, operated and used as recommended in the Documentation and in accordance with applicable minimum system requirements and the terms and conditions of this Agreement. AI-assisted services, see the Beta Terms.

18.3 Except as otherwise stated, EDGE does not warrant that the functions contained in the Services will meet Customer's expectations or requirements or that the operation of the Services will be uninterrupted or error-free. EDGE is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made after the release of the software or for problems in the interaction of the Services with non-Supplier software. The Customer's exclusive remedy under this limited warranty is the Suppliers remedy of defects as set out in this section.

18.4 Disclaimer. Except as provided above, the Services are provided as is without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, and the entire risk as to the quality and performance of the Services is with the Customer.

18.5 Liability for defects. Defects or shortcomings exist if the Services substantially deviate from the technical specifications as presented on EDGE's website from time to time. Defects or shortcomings shall be remedied by the Supplier the Customer claim, which shall contain detailed information about how the defect or shortcomings has manifested itself. Costs for remedying defects or shortcomings shall be borne by EDGE with the following exceptions:

18.6 EDGE shall not be liable for defects attributable to: (a) use in violation of EDGE's instruction or Services' documentation, (b) modifications undertaken by the Customer or, (c) documents, data and other information supplied by the Customer, and (d) hardware, software or other equipment not provided by the Supplier.

## **19 Limitation of Liability and Indemnification**

19.1 A Party is not liable in any case for any special, incidental, indirect, exemplary, punitive, or consequential damages of any kind however caused arising out of the subject matter of this Agreement, including, but not limited to, attorneys fees and costs, business interruption or loss of profits, business opportunities or goodwill, to the maximum extent permitted by applicable law. The limitation of liability also includes the Party's liability to third parties (such as the Customer's customers), even if the Party is informed that such damage may occur.

19.2 The Parties are not responsible for events beyond their control ("Force Majeure"). EDGE disclaims all liability with respect to any third-party products that you use.

19.3 Liability Cap. The Parties' (including its Affiliates') total liability under this Agreement is limited to a maximum amount of 100% of the Fees paid by the Customer to the Supplier for the last 6 month period, to the maximum extent it is permissible by law of any theory of liability, either in an equitable, legal, or common law action for contract, strict liability, indemnity, tort including negligence, attorneys fees and costs . The limitation of liability does not apply in the event of personal injury, liability in case of intellectual property infringement, or if damage has occurred as a result of whether the Party has acted grossly negligently or intentionally.

We can offer you our Service on these Terms and pricing due to this limitation of liability.

19.4 The Customer shall indemnify and hold harmless EDGE, and its Affiliates, directors, officers, employees and agents, from and against any and all claims, costs, losses, damages, judgments and expenses (including reasonable costs for legal representation and amounts reasonably paid for handling legal claims) arising in connection with i) Customer's or its Authorized Users' violation of the terms of our Agreement, and (ii) Customer's or its Authorized User' content or inputs to the Service (including, but not limited to Customer Data or Input/Output to the Beta Services). Though EDGE shall have no obligation to monitor Customer's use of the Services, EDGE may do so and may prohibit or temporarily suspend any any or part of the functions of the Service if it reasonable believes that such use of the Services may be (or alleged to be) in violation of the Agreement.

19.5 Claims must be submitted in writing within three (3) months from the occurrence of the damaging event, otherwise the Party loses the opportunity to make a claim.

19.6 Use of our AI-assisted services is subject to specific terms (see above in 3 EDGE's Provision of the Services). EDGE makes no warranties or offers indemnity with regard to the se AI features.

## **20 Reporting**

20.1 The Customer understands and acknowledges that the Services may contain audit reporting capabilities which can be operated to generate and send to EDGE reports containing information about the usage of the Services, including, without limitation, information detailing the number of reports generated by the Services and the number of users (collectively “Usage Information”).

20.2 EDGE may cause the Services to operate these reporting capabilities periodically to obtain reports containing such Usage Information (“Reports”) to verify the Customer’s compliance with the terms of this Agreement. If the Reports reveal any non-conformance with this Agreement resulting in usage of the Services for which the Customer has not paid, EDGE shall notify the Customer of such non-conformance. If such non-conformance requires any additional amounts to be paid to EDGE for additional usage, the Customer shall pay any amount owed within 15 days after receipt of an invoice from EDGE. If the Customer fails to pay EDGE the additional amounts due within such 15-day period, EDGE may (a) cause the Services to suspend operation until such time as the Customer brings its account completely current, or (b) exercise any other rights under the Agreement. If the Reports reveal any other non-conformance with this Agreement, EDGE may seek the remedies available to it under this Agreement.

## **21 Miscellaneous**

21.1 Costs. The Parties shall bear the costs of entering into this Agreement.

21.2 Communications. The Parties shall co-operate and consult each other in conjunction with the performance of the Service. Each party shall appoint its own contact person who will be responsible for the co-operation regarding the Agreement. The other party shall be informed of the choice of the contact person. The authority of contact persons to represent the respective parties shall be set forth in the Agreement.

21.3 The Status of the Parties. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party will have authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.

21.4 Customer shall adhere to any applicable export controls for the export or re-export of the Services, Software or anything related thereto.

21.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and no promise, undertaking, representation, warranty or statement by either Party prior to the date of this Agreement shall affect this Agreement.

21.6 Assignment. You may not transfer or assign any rights or obligations and licenses granted under this Agreement without Supplier’s prior written consent.

21.7 Unless agreed otherwise, EDGE may make modifications to these Terms, including pricing. Any updates to Terms will be published on our website, be sent to you by email or published in the administrator's portal, or otherwise as required by law. The updated Terms will apply from the date of publication on our website (see the date of "Last Modified") and your continued use of our Services will constitute your acceptance.

21.8 Severability. If any provision of this Agreement is found to be held invalid by a court competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

21.9 Notices. All notices shall be sent by courier, registered letter, or electronic messaging to the contact persons set out in the Agreement. The notice shall be considered received by the recipient: (i) if submitted by courier: upon delivery; (ii) if sent by registered letter: two (2) days after handing it over to the postal service; or (iii) if sent as electronic notice: when the electronic message has been delivered to the recipient's electronic address. If a party wants to change its contact details, it must notify the other party as set out above or notices sent to an old address will be deemed valid.

21.10 Waiver. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

21.11 Notices. Any notices under this Agreement shall be in writing and shall be deemed to have been delivered: (i) upon personal delivery; (ii) the fifth business day after mailing; (iii) the third business day after sending by confirmed facsimile; or (iv) the third business day after sending by email. Notices to the Company shall be addressed as follows:

EDGE Associates AB  
Borgarfjordsgatan 21A, 164 53 Kista, Sweden

## **22 Applicable Law and Dispute Resolution**

22.1 This Agreement shall be governed by Swedish law, without reference to the choice and conflict of law provisions thereof.

22.2 Any dispute arising out of, or in connection with this Agreement, shall be finally settled by the public courts of Sweden, with Stockholm's District Court as the court of first instance.