

**GENERAL CLIENT AGREEMENT**  
**FOR**

**ROL**  
**Intelligent Office™**

**ROL ERGO AB**  
**(ROL)**

**&**

**[CLIENT NAME]**  
**(CLIENT)**

**THIS AGREEMENT** is signed and made effective on [Day, Month, Year] (the **“Effective Date”**)

**BETWEEN**

- (1) **ROL Ergo AB**, a Swedish company located at Flygplatsvägen 1, 555 93 Jönköping, Sweden with Company Registration ID 556101-6402 (**“ROL”**); and
- (2) **[Insert Client]**, a company duly organized and existing under the laws of **[Insert Country]** with company registration number [insert reg no] and its registered address at **[Insert address]** (**“Client”**).

referred to collectively as the **“Parties”**, and each individually as a **“Party”**.

**INTRODUCTION**

- (A) ROL Intelligent Office is a service offered by ROL, which is provided through the ROL Software, various ROL Services, as well as incorporated 3<sup>rd</sup> party services and hardware, for the purpose of improving employee workplace experience and providing management with insights into workplace and resource utilization.

The service consists of

- a) Applications distributed by various channels
  - b) Cloud services managed and developed by ROL Intelligent Office.
  - c) The user guides, reference manuals, and other materials developed by ROL for distribution and use in combination with such computer programs.
  - d) API services connection to ROL Intelligent Office and ROL Ergo branded products, cloud services, apps, and hardware peripherals.
  - e) Intellectual property connected to the brand ROL Intelligent office, ROL Intelligent Office and included services, domains and products derived from or using solutions connected to or using ROL intellectual property.
  - f) IoT devices such as connected locks, connected tables, sensors, and displays.
- (B) ROL intends to provide the Client with the Services on the terms set out in this General Client Agreement for ROL Intelligent Office (**the “Agreement”**).
  - (C) This Agreement sets out the terms and Variables, as defined in (D), agreed between ROL and the Client

(D) The Variables agreed and referenced in the Agreement are as follows

- I. The **“Reference Prices Validity Period”** is the time period a given reference price list is valid and shall be two (2) years;
- II. The **“General Payment Terms”** is the time after receipt, within which each invoice shall be paid, and shall be thirty (30) days;
- III. The **“Commitment Period”** is the minimum duration of the Agreement and shall be two (2) years;
- IV. The **“Breach Remedy Period”** is the duration acceptable to remedy a material breach and shall be thirty (30) days;

- V. "Client Notification Email" is the email address where notice to the Agreement can be sent and shall be "\_\_\_\_@\_\_\_\_"

collectively defined as **the "Variables"**.

(E) The "*ROL Intelligent Office Definitions and Glossary*" shall be used to define the meaning of the terms and phrases used in this Agreement.

**1. COMMENCEMENT AND DURATION**

- 1.1 This Agreement shall commence on the Effective Date and shall continue until the date it is terminated.
- 1.2 The Client may, after the Effective Date, procure any of the Services Menu by agreeing to a Site Services Proposal

**2. SOFTWARE AND DOCUMENTATION**

- 2.1 Licensed Users may use the Services enabled by ROL Software, including ROL Intelligent Office
- 2.2 The Client may extend the licence of the ROL Software to additional Licensed Sites and/or Users and/or Resources
- 2.3 ROL will use reasonable efforts to make the ROL Software available in accordance with each agreed service levels.
- 2.4 The Client accepts that the Service may not be available at all times, such as during scheduled maintenance or unforeseen circumstances, and that ROL will always seek to keep the Client informed in a timely manner.
- 2.5 Materials describing the use of the Services, and where appropriate other hardware and software offered by ROL will be available online via the Portal.
- 2.6 ROL will maintain systems backups of the ROL Intelligent Office Platform and Client Data for a limited period, for security and legal reasons, detailed in the Data, Privacy & Security Policy
- 2.7 ROL shall notify the Client promptly of any pending ROL Software Release and provide release notes identifying material changes in terms of functionality, performance, and compatibility.
- 2.8 Each ROL Software Release once issued by ROL will update the ROL Software used by the Client and other clients of ROL. The ROL Software will be compatible with the then current operating systems of the Client Devices as well as the most recent versions of such operating systems (if different). ROL is not obliged to continue to maintain or support any ROL Software that differs from the most recent ROL Software Release.
- 2.9 ROL will keep the Client informed about future planned releases of the Software and the functionality and features to be offered.

- 2.10 The Client may make such further copies of the ROL Materials as are reasonably necessary for the receipt and use of the Services. The Client shall ensure that all proprietary notices are reproduced in any such copy.
- 2.11 The Client acknowledges that the ROL Intelligent Office Platform has been developed so as to incorporate certain Third-party IPR (including without limitation certain open-source elements). ROL shall provide the Third-party IPR to the Client under the Third-Party Licence Terms, copies of which shall be provided to the Client through (i) the respective applications to which the Third-party IPR relate, and (ii) a portal that is available through the ROL Software. In using the Third-party IPR, the Client agrees to be bound to the relevant Third-party licensor(s) by such Third-Party Licence Terms and to use reasonable endeavours to ensure that its Affiliates are bound under similar obligations owed to the relevant third-party licensor(s).
- 2.12 In case ROL shall provide Client with Third-party IPR, ROL shall provide the Client with the Third-Party Licence Terms. Client may notify ROL if the Client has concerns with ROL's proposed use of such Third-party IPR and if Parties are unable to resolve such concerns, then the matter may be escalated as a dispute in accordance with the clause of this Agreement titled "Dispute Resolution Procedure".
- 2.13 The Client shall comply with the Third-Party Licence Terms and shall indemnify and hold ROL harmless against any loss of damage which it may suffer or incur as a result of the Client's breach of such terms howsoever arising.

2.14 ROL may treat the Client's breach of any Third-Party Licence Terms as a breach of this Agreement.

### 3. **WARRANTIES**

- 3.1 The warranties given in this Agreement are the sole warranties given by the Parties. Any implied conditions or warranties are excluded to the fullest extent permitted by Applicable Law.
- 3.2 Each Party warrants that it shall perform its responsibilities under this Agreement and other agreements with due professional care, skill and diligence.
- 3.3 ROL does not warrant that the Services will be completely free from errors or omissions or bugs. The ROL Intelligent Office Platform shall function on an "as is" basis, and ROL does not warrant that the use of the Services will be uninterrupted or error-free.
- 3.4 The Client accepts responsibility for the selection of the ROL Intelligent Office Platform to achieve its intended results and acknowledges that the ROL Intelligent Office Platform has not been developed to meet the individual requirements of the Client.

### 4. **FEES AND PAYMENT**

4.1 In consideration for:

- (a) the provision of the Services by ROL, the Client shall pay to ROL the Services Package Fees to be calculated with reference to the Reference Service Fees ,which may be adjusted to include additional fees resulting from the extension of the number of Sites, Licensed Users or Resources;

- (b) the provision of the Implementation Work and Transition Work, the Client shall pay to ROL the fees stipulated in the Site Set-Up Proposal as agreed between the parties.

No other fees and no increase shall be payable beyond those calculated with the Reference Services Fees, unless by prior agreement between the Parties.

- 4.2 The Reference Service Fees will apply for the Reference Prices Validity Period from the Effective Date, following which the Parties shall agree in writing an updated price list in respect of any Services that the Client purchases after that time and the period for which such updated prices shall apply.
- 4.3 ROL shall invoice the Client on the following basis:
  - (a) Site Set-Up Fees, on the dates or upon the completion of Milestones as agreed in the respective Site Set-Up Proposal
  - (b) Site Services Fees, at the end of each month for Services performed during that month.
- 4.4 The Client shall pay each invoice in accordance with the General Payment Terms.
- 4.5 Without prejudice to any other right or remedy that it may have, if the Client fails to pay ROL any invoice on the due date, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, according to the Swedish Interest Act (*Sw. Räntelagen (1975:635)*).
- 4.6 If the Client has not paid any sums due within fourteen (14) calendar days of a written notice of overdue payment being received from ROL, ROL may suspend part or all of the Services, Implementation Work or Transition Work (as applicable) until payment has been made in full.
- 4.7 All sums payable to ROL as stated in this Agreement are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums. All sums shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as required by law).

## 5. **INTELLECTUAL PROPERTY RIGHTS**

- 5.1 ROL owns and will own, from the date of creation, all ROL IPR.
- 5.2 All Third-party IPR are licensed to ROL and made available by ROL to the Client in accordance with the relevant Third-Party Licence Terms.
- 5.3 The Client owns and will, from the date of creation, own all Intellectual Property Rights in and to the Client IPR.
- 5.4 In relation to any Deliverables developed pursuant to a Site Set-Up Proposal or Site Services Proposal (unless otherwise agreed in writing and signed by the Parties):
  - (a) ROL and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Data Reports which shall be owned by the Client; and
  - (b) ROL hereby grants the Client or shall procure the direct grant to the Client of, a non-exclusive, non-transferable licence during the term of this Agreement to copy and

modify the Deliverables (excluding the Client Materials) for the purpose of receiving and using the Services and the Deliverables in its business.

- 5.5 In relation to the ROL IPR, ROL hereby grants to the Client a non-exclusive, non-transferable licence to access and use the ROL IPR for the term of this Agreement for the purpose of receiving the Services from ROL, subject to the terms of this Agreement.
- 5.6 In relation to the Third-party IPR, ROL hereby grants to the Client a non-exclusive, non-transferable licence to access and use the Third-party IPR for the term of this Agreement for the purpose of receiving the Services from ROL, subject to the terms of this Agreement.
- 5.7 In relation to the Client IPR, the Client hereby grants to ROL a fully paid-up, non-exclusive, royalty-free, non-transferable licence (other than to ROL's subcontractors where necessary to provide the Services) to access and use the Client IPR for the term of this Agreement for the purpose of providing the Services to the Client, subject to the terms of this Agreement.
- 5.8 The Client shall be entitled to transfer or sub-license the rights granted to it under this Clause titled "Intellectual Property Rights" to any affiliate of the Client on written notice to ROL and solely for the purposes of such affiliate of the Client receiving Services from ROL. The Client shall provide ROL with an express written undertaking from each member of the Client that it shall respect and maintain the license granted under this Agreement in accordance with this Agreement.
- 5.9 ROL warrants that the receipt or use of the Services, the ROL IPR and the Deliverables by the Client shall not infringe the rights, including any Intellectual Property Rights, of any third-party. ROL shall indemnify the Client against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other professional costs and expenses) suffered or incurred or paid by the Client arising out of or in connection with any claim brought against the Client for actual or alleged infringement of a third parties Intellectual Property Rights arising out of, or in connection with, the receipt and use of the Services, the ROL IPR and Deliverables.
- 5.10 For the avoidance of doubt, Clause 5.9 shall not apply where the claim by the Client is attributable to: (a) possession or use of the ROL IPR other than in accordance with the terms of this Agreement; (b) the use of the ROL IPR in combination with any hardware, firmware or software not supplied or specified by ROL if the infringement would have been avoided by the use of the ROL IPR not so combined; (c) any modification of the Services, the ROL IPR or any Deliverable, other than by or on behalf of ROL; (d) use of a non-current release of the ROL Software; and/or (e) ROL's compliance with the Client's specifications or instructions,
- 5.11 The Client warrants that the receipt and use of the Client IPR under this Agreement, by ROL, its agents, subcontractors, or consultants, shall not infringe the rights, including any Intellectual Property Rights, of any third-party. The Client shall indemnify ROL against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred or paid by ROL arising out of or in connection with any claim brought against ROL, its agents, subcontractors or consultants for actual or alleged infringement of a third-party's Intellectual Property Rights arising out of, or in connection with, the receipt or use, under this Agreement, of the Client IPR.

- 5.12 No Party shall sub-license, assign or otherwise transfer the rights granted in the Clause titled Intellectual property rights without the prior written consent of the other Party, except as permitted under the terms of this Agreement.
- 5.13 If either Party ("**Indemnifying Party**") is required to indemnify the other Party ("**Indemnified Party**") under this Clause titled "Intellectual Property Rights", the Indemnified Party shall:
- (a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity ("**IPR Claim**");
  - (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
  - (c) provide the Indemnifying Party with such reasonable assistance regarding the IPR Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
  - (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPR Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPR Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.
- 5.14 Where any of the Parties (or its Affiliates or third-party contractors) acquires title to Intellectual Property Rights that is inconsistent with the allocation of title to ROL IPR or Client IPR or as agreed in accordance with Clauses 5.1 to 5.4, such Party hereby irrevocably assigns to the other Party (or such third-party directed by said other Party), including by present assignment of future rights and with full title guarantee, its whole right, title and interest in and to such Intellectual Property Rights for the full term of such rights throughout the world, free from all liens, charges and encumbrances, together with all rights and powers arising or accrued in relation to the Intellectual Property Rights. The Party shall also procure the irrevocable assignment to the other Party (or such third-party directed by said other Party), of all such Intellectual Property Rights of the Party's Affiliates or third-party contractors immediately on creation, in all cases such assignment is to be with full title guarantee and free from all liens, charges and encumbrances.
- 5.15 Each Party shall, and shall procure that its personnel and the personnel of its Affiliates, third-party contractors or third-party suppliers shall, at the request and expense of the other Party, execute promptly all such assignments, deeds or documents and do promptly all such things as the requesting Party may require to vest in the requesting Party or perfect the vesting in the requesting Party of the Intellectual Property Rights referred to in Clauses 5.1 to 5.4.
- 5.16 The Client shall use all reasonable endeavours to prevent any infringement of the ROL IPR and shall promptly report to ROL any such infringement that comes to its attention. In particular, the Client shall: (a) ensure that each Licensed User, before starting to use the ROL Software, is made aware that the ROL Software is proprietary to ROL and that it may only be used in accordance with this Agreement; and (b) not permit third parties to have access to the ROL Software without the prior written consent of ROL.

**6. COMPLIANCE WITH LAWS**

- 6.1 In performing its obligations under this Agreement, ROL shall comply with applicable laws, which shall be understood to include regional, national and international laws, rules, regulations, standards and directions, including those imposed by any governmental or regulatory authority and all applicable industry standards and standards determined by any self-regulatory body which apply from time to time to the person or activity in the circumstances in question.
- 6.2 Changes to the Services, Implementation Work or Transition Work required as a result of changes to the applicable laws shall be agreed via the change procedure described in the Clause titled "Changes" in this Agreement. The Client shall comply, and will procure that all Licensed Users will comply, with the User Rules in respect of the ROL Software.
- 6.3 The Client shall notify ROL as soon as it becomes aware of any unauthorized use of or access to the ROL Software by any person.
- 6.4 The Client shall notify ROL of any change of Control of the Client, whether anticipated (where possible) or as soon as practicable and not more than 30 days following such change of Control.

**7. CONFIDENTIALITY**

- 7.1 Each Party undertakes that it shall not at any time disclose to any person or organization any Confidential Information of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted below.
- 7.2 Each Party may disclose the other Party's Confidential Information:
  - (a) to its employees, officers, representatives, contractors, subcontractors, or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's Confidential Information comply with the confidentiality undertaking of this Agreement;
  - (b) as it pertains only to the commercial relationship, to bidders or potential bidders and their professional advisers as part of any acquisition, merger, divestiture, business sale or asset sale (subject to the relevant third parties entering into confidentiality agreements with the relevant Party that restrict onward disclosure of the relevant Confidential Information); and
  - (c) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3 No Party shall use the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

**8. PUBLICITY**

- 8.1 ROL may include the Client's name and corporate logo as part of a client banner and other promotional material detailing customers that make use of ROL Intelligent Office.



8.2 No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction.

9. **LIMITATION OF LIABILITY**

9.1 Nothing in this Clause 9 shall limit the Client's payment obligations under this Agreement; or liability under the following Clauses: 2.13 (*Third-party Licence Terms*); 5.11 (*warranties regarding Client IPR*); and 7 (*Confidentiality*).

9.2 Nothing in this Clause 9 shall limit ROL's liability under the following Clauses: 5.9 (*warranties regarding ROL IPR*); and 7 (*Confidentiality*).

9.3 Nothing in this Agreement limits any liability which cannot legally be limited.

9.4 The Parties are not liable for any of losses suffered by the other Party, including but not limited to loss of profits, loss of or damage to goodwill, indirect or consequential loss. The aggregate annual liability of a Party to the other Party shall in no circumstances exceed the higher of:

- (a) two (2) times the sum equal to the total Services Package Fees paid or payable in the calendar year in which the relevant claim is brought by the other Party; and
- (b) €50,000.

9.5 Any terms relevant to limitation of liability implied by law or applicable regulations are, to the fullest extent permitted by law, excluded from this Agreement.

10. **NON-SOLICITATION AND EMPLOYMENT**

10.1 The Client shall not, without the prior written consent of ROL, at any time up and until the expiry of six (6) months after the completion of any Services, Implementation Work or Transition Work solicit or entice away from ROL or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant, or subcontractor of ROL.

10.2 Any consent given by ROL in accordance with 10.1 shall be subject to the Client paying to ROL a sum equivalent to 20% of the then current annual remuneration of ROL's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.

11. **CHANGES**

11.1 Any Change to this Agreement or any other agreements covered under this Agreement will only be valid and binding on the Parties if agreed in accordance with the following procedure.

11.2 Either Party may propose Changes but no proposed changes shall come into effect until a relevant change order has been signed by both Parties. A change order shall be a document setting out the proposed changes and the effect that those changes will have on:

- (1) the relevant agreement, including the Fees
- (2) the timetable for and the implementation or execution of changes

(3) any of the other terms or impacts on the relevant agreements

11.3 If ROL wishes to make a Change it shall provide a draft change order to the Client.

11.4 If the Client wishes to make a Change it shall notify ROL and provide as much detail as ROL reasonably requires of the proposed Changes, including the timing of the proposed Change. ROL shall, as soon as reasonably practicable after receiving said information, provide a draft change order to the Client.

11.5 If the Parties are unable to agree a proposed Change, either Party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in Clause titled Dispute Resolution Procedure.

11.6 ROL may charge the Client for the reasonable costs that ROL incurs in the preparation of a change order (including, without limitation, costs and expenses incurred by ROL where conducting on-site visits is required in order to prepare a change order). The Parties will communicate and, to the extent foreseeable, agree the nature of such costs in advance.

## 12. TERMINATION OF THE AGREEMENT

12.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement for cause with immediate effect by giving written notice to the other Party if:

(a) the other Party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within the Breach Remedy Period after being notified in writing to do so;

(b) the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

(a) the other Party becomes insolvent, or otherwise in financial distress,

(b) there is a change of Control of the other Party.

12.2 Without affecting any other right or remedy available to it, ROL may terminate this Agreement with immediate effect by giving written notice to the Client if the Client in respect of two or more different invoices, fails to pay any amount due under this Agreement on the due date for payment and remains in default thirty (30) days or longer after being notified in writing to make such payment in relation to such invoices.

12.3 Either Party shall have the right to terminate this Agreement for convenience (the "**Terminating Party**"), subject always to Clause 12.7, and to the following conditions which must be met for such discontinuation to be valid:

(a) no material breaches have occurred, and no actions to terminate this Agreement have been initiated pertaining to Clauses 12.1 or 12.2;

(b) the Terminating Party must provide a written termination notice to the other Party specifying the proposed termination date; and

- (c) the termination notice must be received by the other Party after the completion of the Commitment Period.
- 12.4 Upon the receipt by either Party of a valid termination notice, the Parties shall meet to discuss the scope of any services or work required to be undertaken by ROL relating to any Transition Work. The Parties shall agree any such decommissioning services in a Site Set-Up Proposal in accordance with the process set out in the document titled "*ROL Intelligent Office Site Services Policy*". Any costs for Transition Work shall be based on ROL's then current market prices.
- 12.5 The date of termination of this Agreement will be the later of:
- (a) the date on which the Transition Work is completed under a Site Set-Up Proposal agreed under Clause 12.4;
  - (b) three (3) months following the date of reception of the termination notice by the other Party, and
  - (c) All Site Services Proposals, Site Set-Up Proposals (including Transition Work) have been terminated according to their respective Termination Clauses
- 12.6 Without affecting any other right or remedy available to it, either Party may terminate any Site Set-Up Proposal if the other Party commits a material breach of any term of the relevant Site Set-Up Proposal and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so by the other Party.
- 12.7 Site Set-Up Fees reflecting any costs or expenses incurred by ROL (including without limitation any commitments to third-party subcontractors and partners) must be paid-up to ROL in full prior to the date of termination of the Agreement, provided that ROL performs its obligations in accordance with the Agreement.
13. **CONSEQUENCES OF TERMINATION**
- 13.1 On termination or expiry of this Agreement:
- (a) ROL shall cease to provide the Services;
  - (b) the Client shall pay to ROL all ROL's outstanding unpaid invoices and interest on the payment terms set out in the Clause in this agreement titled "Fees and Payments", provided that ROL has performed its obligations in accordance with the Agreement;
  - (c) the licences set out in Clause 5 of this Agreement (Intellectual Property Rights) shall terminate and the licence of the ROL Intelligent Office Platform to each Licensed User shall also terminate;
  - (d) the Client shall return or destroy all copies of the ROL Materials;
  - (e) the Client shall cease all use of the ROL Software;
  - (f) ROL shall on request return or delete as appropriate any of the Client Materials and Client Data; and
  - (g) each Party shall promptly return any Confidential Information (including data and software) of the other Party (or with the prior written agreement of the owner of the

Confidential Information delete or destroy it), except that each Party may retain a reasonable number of copies of the other Party's Confidential Information for regulatory compliance or legal purposes, for as long as is necessary solely for those purposes, and the obligations of confidentiality set out in this Agreement shall continue to apply to such Confidential Information. Either Party may request a summary with reasoning of data retained by the other Party.

### 13.2 **Survival**

- (a) Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- (b) Termination or expiry of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

### 14. **FORCE MAJEURE**

- 14.1 "**Force Majeure Event**" means any event or circumstance not within a Party's reasonable control, which prevents a Party from complying with its obligations and undertakings under this Agreement.
  - 14.2 The affected Party shall as soon as reasonably practicable after the start of the Force Majeure Event and in any event no later than one (1) Business Day from becoming aware of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement. The affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
  - 14.3 Provided it has complied with Clause 14.2, if a Party, here referred to as an "affected Party", is prevented, hindered, or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
  - 14.4 The corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the affected Party.
  - 14.5 If the Force Majeure Event prevents, hinders, or delays the affected Party's performance of its obligations for a continuous period of more than three (3) months, the Party not affected by the Force Majeure Event may terminate this Agreement by giving one (1) month's written notice to the affected Party.
- ### 15. **ASSIGNMENT AND OTHER DEALINGS**
- 15.1 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, or deal in any other manner with any of its rights and obligations under this Agreement.

- 15.2 ROL may at any time assign, mortgage, charge, delegate, or deal in any other manner with any or all of its rights under this Agreement, provided that ROL gives prior written notice of such dealing to the Client.
- 15.3 ROL may only appoint subcontractors to deliver any Site Set-Up Proposals or part thereof after written consent from Client (such consent not to be unreasonably withheld or delayed). ROL shall remain responsible for the overall delivery of each Site Set-Up Proposal under this Agreement, unless specifically agreed otherwise in the relevant Site Set-Up Proposal.

16. **VARIATION**

- 16.1 Subject to Clause 11 in this Agreement, no variation of this Agreement (including for the avoidance of doubt any Site Set-Up Proposal) shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).

17. **WAIVER**

- 17.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 17.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18. **RIGHTS AND REMEDIES**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. **SEVERANCE**

- 19.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 19.2 If any provision or part-provision of this Agreement is deemed deleted under Clause 19.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. **ENTIRE AGREEMENT**

- 20.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 20.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

**21. CONFLICT**

If there is an inconsistency between any of the provisions of this Agreement and the provisions of the additional policies and agreements outlined in the "Additional Agreements and Policies" Clause of this agreement, Appendixes or Schedules, the provisions of this Agreement shall prevail.

**22. NO PARTNERSHIP OR AGENCY**

22.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

22.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

**23. THIRD-PARTY RIGHTS**

23.1 This Agreement does not give rise to any third-party rights to enforce any term of this Agreement.

23.2 The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person. This Agreement does not create any right for any third-party.

**24. NOTICES**

24.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the addresses specified:

(1) if to ROL, use *Notifications.RIO@rolgroup.com*; and

(2) if to the Client, use Client Notification Email

24.2 Each Site Services Proposal or Site Set-Up Proposal may include additional email addresses for the service of notice relating to the matters contemplated in that Site Services Proposal or Site Set-Up Proposal. Where a Party seeks to issue a notice to the other Party regarding matter that solely relate to a Site Set-Up Proposal, then a notice may be served to the address noted in the relevant Site Services Proposals or Site Set-Up Proposal (if any).

24.3 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9:00 am on the second Business Day after posting; or

(c) if sent if sent by email, at 9:00am on the next Business Day after transmission.

- 24.4 Email notice will be valid and effective only if:
- (a) the sender retains an automated record of the sending of the email; and
  - (b) the sender of the email does not, within twenty-four (24) hours of sending, receive an automated electronic message that the email has not been effectively received by the recipient.
- 24.5 This Clause 24 (Notices) does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25. **COUNTERPARTS**

- 25.1 This Agreement may be entered into in any number of counterparts and either Party may enter into this Agreement by executing any counterpart. A counterpart constitutes an original of this Agreement and all executed counterparts together have the same effect as if each Party had executed the same document.
- 25.2 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

26. **DISPUTE RESOLUTION PROCEDURE**

- 26.1 If a dispute arises out of or in connection with this Agreement or the performance, validity, or enforceability of it then except as expressly provided in this Agreement, the Parties shall follow the procedure set out in this Clause 26:
- (a) either Party shall give to the other a written notice, informing of the arisen dispute. Following the receipt of the dispute notice, the ROL Authorized Representative and the Client Authorized Representative shall attempt in good faith to resolve the dispute;
  - (b) if the ROL Authorized Representative and Client Authorized Representative are for any reason unable to resolve the dispute, the dispute shall be referred to the members of senior leadership from each of ROL and the Client, designated to resolve major business issues, who shall attempt in good faith to resolve it; and
  - (c) if the designated senior leadership members are for any reason unable to resolve the dispute within fifteen (15) Business Days of it being referred to them, or another time period agreed between the leadership members, the Parties will attempt to settle it by mediation in accordance with the Rules for Mediation of the Stockholm Chamber of Commerce ("**SCC**"). Unless otherwise agreed between the Parties, the mediator shall be nominated by SCC. To initiate the mediation, a Party must serve notice in writing to the other Party to the dispute, requesting a mediation. A copy of the notice shall be sent to SCC, requesting mediation.
  - (d) The Parties may agree in writing to an alternative mediation procedure and/or process than as set out in this Clause 26.1(c)
- 26.2 No Party may commence any court proceedings under the Clause in this Agreement titled "Jurisdiction" in relation to the whole or part of the dispute until twenty (20) days after mediation under the SCC was initiated requestion mediation, provided that the right to issue

proceedings is not prejudiced by a delay. This Clause will not apply where a Party is seeking urgent interlocutory relief.

26.3 If the dispute is not resolved within forty (40) days after mediation under the SCC was initiated, or either Party fails to participate or to continue to participate in the mediation within twenty (20) days of mediation commencing, or the mediation terminates before the expiration of the said period of twenty (20) days, the dispute shall be finally resolved in accordance with the Clause in this Agreement titled "Jurisdiction".

27. **GOVERNING LAW**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Sweden, excluding its choice of laws provision.

28. **JURISDICTION**

Each Party agrees that the courts of Sweden shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation, with the district court of Stockholm having exclusive jurisdiction at first instance.

29. **ADDITIONAL AGREEMENTS AND POLICIES**

29.1 The following documents are governed by this General Client Agreement, unless written and signed exceptions are documented in the respective documents. In case of uncertainty or disagreement, this General Client Agreement supersedes any and all other agreements.

- (a) ROL Intelligent Office Definitions and Glossary
- (b) ROL Intelligent Office Site Services Policy
- (c) ROL Intelligent Office Data, Security and Privacy Policies
- (d) ROL Intelligent Office Support Services Policy
- (e) ROL Intelligent Office Site Services documents
- (f) ROL Intelligent Office Site Set-Up documents

30. **SIGNATURES**

SIGNED for and on behalf of [*insert Client name*]:

on the date first written above by:

..... Authorized Signatory/Authorized Representative of  
**[insert Client name]**



..... (insert full name)

SIGNED for and on behalf of **ROL Ergo AB**:

on the date first written above by:

..... Authorized Signatory/Authorized Representative of  
ROL Ergo AB

..... (insert full name)

## **APPENDIX 1**

### **Reference Service Fees**

The Reference Service Fees as at the Effective Date and for a period of the Reference Prices Validity Period thereafter, are as set out below.

## APPENDIX 2

### User Rules

Without prejudice to any other terms of this Agreement, the Client, and each Licensed User, must comply with the following rules when using the ROL Software. References to "**you**" in these User Rules refer to the Client and any Licensed User.

- 1.1 Only Licensed Users may use the ROL Software. The Client must ensure that it notifies ROL of any personnel that the Client wishes to be Licensed Users that are not already agreed in a Site Set-Up Proposal and may not permit the relevant personnel to make use of the ROL Software until it has received ROL's written consent.
- 1.2 The Client must make all Licensed Users aware of the ROL Privacy Notice - <https://www.rolgroup.com/gdpr/> (subject to change)
- 1.3 The ROL Software may only be accessed by you in the manner prescribed in the ROL Materials.
- 1.4 The Client must ensure that no Licensed User introduces or uploads any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful to the ROL Software.
- 1.5 You must not:
  - (a) attempt to gain, or assist third parties in obtaining, unauthorized access to the ROL Software, the server on which the ROL Software is stored, or any server, computer or database connected to the ROL Software other than as provided under this Agreement;
  - (b) carry out any denial-of-service attack, distributed denial-of-service attack;
  - (c) carry out fraud or other criminal offence, or use the ROL Software for any immoral or improper purpose;
  - (d) attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the ROL Software except to the extent expressly set out in this Agreement or as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the Parties; or
  - (e) attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the ROL Software, except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the Parties.

**APPENDIX 3**

**Client Policies**

[Add any policies that may apply from the Client]