WHTSON

Master Subscription Agreement (Abonnemangsavtal)

The Master Subscription Agreement takes effect upon becoming a paying customer. It is accepted by the customer during the purchase process of our products.

This Master Subscription Agreement (the "Agreement") governs the obligations and rights of the Customer and Whtson, through Phatching Product Hatching AB (hereinafter referred to as "Whtson"). The signatory to this Agreement is hereby admonished that he/she is responsible for ensuring that authorisation exists to bind the Customer through such execution.

1 Definitions

1.1 "Content" means all visual, written or audible data, information or material including, without limitation: documents, spreadsheets, text messages, form entries, web pages, and similar material, which are uploaded to, transferred through, publicly posted, processed or entered into the Services by the Customer or the Users.

1.2 "Customer" means the individual or the legal entity who activates Services provided by Whtson and assumes payment responsibility for the same vis-à-vis Whtson.

1.3 "Initial Term" means the initial contract period during which the Customer subscribes to the Services.

1.4 "Order Form(s)" means the initial order form and/or order confirmation and any subsequent order forms and/ or order confirmations evidencing among other things the type of Subscription, Subscription term, Initial Term, the number of Users Licenses, ordered Professional Services, applicable fees, etc. Each such Order Form shall form an integral part of this Agreement. In the event of conflict between the terms of an Order Form and the terms of this Agreement, the terms of the Order Form shall prevail.

1.5 "Professional Services" means training, solution advising and any other related consultancy services.

1.6 "Renewal Term(s)" means successive renewal periods during which the Customer subscribes to the Services.

1.7 "Services" means the at all times current version of the web services, associated software, and other services related thereto provided to the Customer by Whtson in accordance with this Agreement. The Services are offered as a Software as a Service with several subscription types (including but not limited to Enterprise Edition and variations thereof), with the characteristics and features as described at www.Whtson.com. In addition, the Services may include additional services and add-ons, including third party software, as agreed between the Customer and Whtson on a Subscription or case-by-case basis.

1.8 "Subscription" means the terms governing among other things the type of Subscription, Subscription term, billing frequency, the number of Users Licenses, applicable fees, etc.

1.9 "Trial Service" means a Service, which is provided free of charge or which is under development or evaluation and is marked "free", "demo", "trial", "beta" or "evaluation" (or a similar designation).

1.10 "Terms of Use" means the terms and conditions, available at the Web Site from time to time, to which all Users agree by completing the user registration form (creating a user account).

1.11 "User(s)" means all individuals who are authorized to start and/or participate in one or more Customer projects. In the event of a Company User Enterprise Edition Subscription "Company User(s)" means all employees, consultants or any other individual that works for the Customer, its subsidiaries or any other of its affiliated companies and who is authorized to participate in and/or to start an unlimited number of projects under a Company User Enterprise Edition Subscription. A user under such subscription with an email address containing the Customer's, its subsidiaries or any of its affiliated company's, domain name is presumed to be a Company User. The presumption does not exclude that a Company User may have an email address using another domain address than the Customer, its subsidiaries or affiliated companies.

1.12 "User License(s)" means, as applicable, the subscribed number of Users under a Subscription, or when applicable, the subscribed number of Company User Licenses in a Company User Enterprise Edition Subscription.

1.13 "Web Site" means Whtson's web site at www.Whtson.com.

2 Services, License Grant, Restrictions

2.1 Subject to the terms and conditions of this Agreement, Whtson hereby grants to the Customer a non-transferable, non-exclusive, non-sublicensable limited term world-wide right and license for the Customer and Users to access and use the Services.

2.2 Whtson reserves the right to implement new versions and upgrades of the Services including, but not limited to, changes that effect modifications to the design, operational method, technical specifications, systems, and other functions, etc. of the Services, at any time without prior notice.

2.3 Whtson undertakes, in its sole discretion, to adopt reasonable measures in order to ensure that the Services are available over the Internet around the clock, seven (7) days a week. Whtson shall be entitled to take measures that affect the aforementioned accessibility where Whtson deems such to be necessary for technical, maintenance, operational, or security reasons. The Customer is aware and acknowledges that the Customer's access to the Internet cannot be guaranteed and that Whtson shall never be liable for deficiencies in the Customer's own Internet connections or equipment.

2.4 The Customer shall be entitled, with or without compensation from Users, to provide Users with access to the Customer's Content and the Services provided by Whtson. The Customer is aware of and acknowledges that the Customer is fully liable for the Users to whom the Customer affords access to the Services. The Customer shall not charge a User any fee for its use of the Services in excess of the Customer's direct costs to Whtson for such User's participation.

2.5 The Customer shall be entitled to assign a Subscriptions under an Enterprise Subscription to a third party provided that the third party is approved by Whtson and that written documentation, in the form decided by Whtson, is presented evidencing that the third party approves the assignment and that the new party accepts the terms and conditions of this Agreement.

2.6 Whtson shall be entitled to retain subcontractors, including third party software suppliers, for the performance of obligations in accordance with this Agreement. Whtson shall be liable for the subcontractors' work and services in the same manner as for its own work and services.

2.7 The maximum number of Users and storage under a Subscription or a project under an Enterprise Edition Subscription will be defined in the Order Form or on the Web Site.

2.8 In the event the parties have agreed that the Customer should be provided Professional Services related to the Services, the parties shall mutually agree upon when such services shall be performed. Training should be called off no later than six (6) months after the date of order. If not otherwise agreed, Whtson shall be compensated by the Customer for direct costs incurred related to performing Professional Services, such as traveling, allowance, etc. Whtson shall have the right to assign training to an acknowledged training partner at no additional cost to the Customer. It is the responsibility of the Customer to (a) provide for a suitable location where training can take place equipped with a computer connected to Internet and to a projector, and (b) invite and make sure all relevant delegates will attend and to inform about the time, date, location and necessary preparations.

2.9 If the Customer has ordered Professional Services the following cancellation policy shall apply to;
(i) Training at client site, Online and at Whtson offices and for other services with a pre-defined project scope, agreed number of resources or agreed number of hours.
If Whtson has received a written notice at least (i) fourteen (14) business days in advance of the class, the Customer is entitled to a refund of its payment, (ii) seven (7) business days in advance of the class, the Customer is entitled to a full class credit that must be used for another class offered by Whtson within three (3) months of the date of the original class. Customer is not entitled to a refund or class credit if less than seven (7) business days advance written notice is given. Failure to provide written notice at least fourteen (14) business days in advance of the class obligates the Customer to make payment for the full price of the class;
(ii) Other ordered Professional Services should be terminated with a one (1) week mutual notice period.

2.10 Whtson reserves the right to reschedule or cancel the date, time and location of a training class at any time, including replacing personnel who may be scheduled to deliver the training. In the event a training class is cancelled, the Customer is entitled to a full refund unless the training class is cancelled by Whtson due to circumstances beyond its reasonable control. In such event is the Customer entitled to a full class credit which must be used within three (3) months of the date of the original class for another class offered by Whtson.
Whtson shall not be responsible for any other loss incurred by Customer as a result of a cancellation or reschedule.

3 Trial Services

3.1 Trial Services are provided strictly "as is". The Customer may use a Trial Service in a manner consistent with the terms and conditions of this Agreement, but Whtson may, at its discretion, disable certain features of a Trial Service and enforce time limits on the Customer's right to use the same. In light of the fact that a Trial Service is provided free of charge, Whtson disclaims all warranties, representations, and liabilities as set forth in this Agreement and Whtson shall not be liable for damages of any kind related to the Customer's or User's use of a Trial Service.

4 Customer Obligations

4.1 The Customer shall always comply with the security and administrative regulations as notified in conjunction with registration, by e-mail, as made available on the Web Site, or in any other manner. The Customer shall also be responsible for notifying Users of such regulations and also the User's fulfillment regarding such regulations.

4.2 The Customer shall ensure that all details provided regarding the Customer's contact information, billing information and credit card information, where applicable, are correct and undertakes to update such information when changes to such information occurs.

4.3 The Customer shall be responsible for the activities conducted by the Customer and the User's within the Services and shall use the Services in compliance with national laws in conjunction therewith. All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by the Customer and/or Users shall be the sole responsibility of the Customer.

4.4 The Customer shall be responsible for monitoring its Content and shall be liable vis-à-vis Whtson for ensuring that Content transferred to or handled within the Services which is processed by the Customer and/or Users does not infringe any third party rights nor in any other manner violates governing legislation, and that the Customer and Users possess such necessary licenses from third parties as may be required in order to process the Content/use the Services.

4.5 The Customer undertakes to use the Services in such a manner that such use does not prevent or disrupt other computer communications or mobile telephone communications or prevent or disrupt the equipment employed in order to provide and use the Services.

4.6 The Customer is aware of and acknowledges that it is not permitted to use the Services in order to gain material in violation of applicable national law.

4.7 The Customer undertakes not to use the Services in any manner which may result in the infringement of any third party's copyright, or which constitutes a dissemination of business secret, or may incite a third party to commit or participate in a crime, or may be understood as constituting a threat, or to use the Services in any other manner incompatible with the purpose intended.

4.8 The Customer undertakes not to provide access to the Services to anyone else than Users who have completed the registration form and thereby agreed to the Terms of Use. User accounts cannot be shared or used by more than one (1) individual User. The Customer is responsible for managing the Users right to use the System.

4.9 The Customer shall remain liable for the Users' use of the Services under this Agreement and ensure that Users perform their obligations towards Whtson. To the extent the Customer is unable to perform an obligation on behalf of a User or is unable to cause the User to perform the same, the Customer shall instead indemnify Whtson insofar as Whtson incurs any loss, provided that such loss is related to the non-performance by the User of its obligations to Whtson.

4.10 Furthermore, the Customer shall defend and indemnify Whtson for any claim, suit or proceeding brought against Whtson by Users and/or third parties that are connected to Content processed by Users/the Customer within the Services or for which the User/Customer is otherwise responsible, unless Whtson is liable for such claim in accordance with the provisions of section 11, "Limitation of Liability", below.

4.11 The Customer is obligated to notify Whtson regarding any suspected breach of these provisions.

5 Fees and Payment Terms

5.1 The Customer shall pay compensation for the Services in accordance with the fees set out in the Order Form or otherwise agreed. Notwithstanding the above, Whtson is entitled to annually adjust its fees with the change in the Swedish consumer price index, "CPI", (Swe: konsumentprisindex). The reference date is the day the Agreement came into effect. The change of the CPI is calculated from the reference date and December 31 each year.

5.2 All Services provided by Whtson shall be debited to the Customer in advance for the subscribed number of User Licenses and the selected period (monthly, quarterly, bi-annually or annually) as agreed between the parties. In not otherwise agreed, payment for Professional Services shall be made against invoice within thirty (30) days. The Customer may upgrade a Subscription at any time with additional User Licenses, additional storage, or additional services as provided. Such added User Licenses, storage, or services shall be coterminous with pre-existing User Licenses and services. For Enterprise Edition Subscriptions, excess usage and storage (i.e. above the subscribed levels) during a particular billing period will be calculated and charged with an additional excess usage fee applied by Whtson from time to time retroactively at the agreed billing frequency. Excess User License fees are calculated based on the highest number of excess Users/ Company Users for each thirty-day period during the previous billing period.

5.3 Payment shall be made by the Customer against invoice or through use of a credit card approved by Whtson. Payment must reach Whtson in full within thirty (30) days of the issue date of the invoice or credit card charge. Penalty interest shall be payable according to law. Whtson shall be entitled to charge a fee for any payment reminders and reserves the right to send the same via e-mail to an invoice reference provided by the Customer. The Customer shall be responsible for the reasonable costs incurred by Whtson when collecting overdue fees.

5.4 The Customer undertakes to make payment of invoices, in the currency stated on the invoice, into the account stated on the invoice.

5.5 Whtson may temporarily disable the Customer's and the Users' access to the Services in the event the Customer has overdue payments in excess of twenty (20) days. In addition, Whtson may terminate a Subscription, delete and destroy the Customer's Content and to immediately terminate this Agreement in the event of overdue payments in excess of fifty (50) days.

5.6 In the event of early termination of a Subscription, the Services or the Agreement, the Customer shall not be entitled to a refund of any prepaid fees

6 Ownership

6.1 Whtson shall hold title to any and all intellectual property rights and technical solutions to the Services or, in the alternative, shall possess a sole right to use the same. Such intellectual property rights and technical solutions may only be used by the Customer in the manner stated in this Agreement. Under no circumstances shall the Customer or a third party acquire any intellectual property rights to the Services or to the software or technical solutions used in the Services, or to any trademark or any other business mark belonging to or used by Whtson. Access to the Services is licensed, not sold.

In the event of an agreed case study or similar between Customer and Whtson, all intellectual property rights to material produced, including but not limited to photos, quotes, interviews, videos, testimonials, under such work will belong to Whtson and may at its sole discretion be used by Whtson in the marketing of its services.

6.2 All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by the Customer and/or Users shall remain the sole property of the Customer or its respective legal owner. Whtson shall have no liability for such Content.

6.3 The Customer may not in any way modify, decompile, disassemble or reverse engineer the Services.

7 Customer Support

7.1 Whtson provides customer support by e-mail and telephone regarding Customers' enquiries in connection with use of the Services. Such support is provided on weekdays (excluding Swedish public holidays) during Whtson's ordinary office hours and to the reasonable extent decided upon from time to time in detail by Whtson.

7.2 Enquiries and/or error notices must be submitted to Whtson by e-mail or telephone in accordance with the contact information available on the Web Site.

8 Personal Data, Privacy, Disclosure

8.1 In order for the Customer to be able to use the Services, the Customer must provide certain data to Whtson regarding the Customer's representatives, including but not limited to full name, e-mail address, contact details and type of organisation. Following receipt of such data, Whtson will process the same using automatic data processing in order to enable Whtson to administer and otherwise perform its obligations within the scope of the Services and to ensure that unauthorised persons do not gain access to the Services.

8.2 In addition, in order for the Customer to be able to use the Services, the Customer must also allow Whtson to store and retrieve session information on the Customer's representatives' end terminal equipment, through the use of "cookies". The purpose of such storage and retrieval of information is to enable the necessary login/logout procedures used in the Services and to ensure that unauthorised persons do not gain access to the Services.

8.3 According to the Swedish Personal Data Act (1998:204), Whtson, if necessary, shall obtain the consent of the Users to the processing of the relevant personal data by Whtson. Whtson is also obligated to provide information to the Users regarding the processing. The relevant provisions in this respect appear in the Terms of Use.

8.4 According to the Swedish Electronic Communications Act (2003:389), Whtson, if necessary, shall obtain the consent of the Users to the purpose of storage and retrieval of information on the Users' end terminal equipment. The relevant provisions in this respect appear in the Terms of Use.

8.5 The Customer is aware of and acknowledges that Whtson will obtain the consent of the Users according to sections 8.1 – 8.4 above. Customer shall use its best endeavors to ensure that such consent is given by the Users. A User that does not give its consent will not gain access to the Services. If third party applications are made available by Whtson within the Services, Customer acknowledges that Whtson may allow such third party application provider access to Content and personal data as required for the interoperation of such embedded or linked applications.

8.6 If Whtson is considered to be a personal data processors to Customer, Whtson will accept such assignment based on the instructions and guidelines given by the Customer as the controller of personal data who has the full responsibility for the registered data under the applicable national law.

8.7 Whtson shall adopt sufficient technical systems and operational procedures to protect the privacy of the Customer and the Users. Whtson's information gathering and dissemination practices are set forth in the Privacy Statement applicable from time to time, which is available on the Web Site.

8.8 The Customer accepts that Whtson is not obliged to disclose information to Customer in respect of individual Users use of the Service.

8.9 The Customer agrees that Whtson may disclose the fact that the Customer is a paying customer of Whtson. In relation thereto, the Customer agrees that Whtson may use the Customer's name and logo to identify the Customer as a customer of Whtson on the Web Site, and as part of a general list of Whtson's customers for use and reference in Whtson's promotional and marketing literature.

9 Security, Passwords, etc

9.1 The Customer shall ensure that User identities, passwords, and equivalent obtained by the Customer in conjunction with registration are stored and used in a secure manner and cannot be accessed and thereby used by third parties. The Customer shall be liable for any unauthorised use of the Services. Whtson shall have no liability for any loss or damage arising from the Customer's failure to comply with these requirements.

9.2 Where it is suspected that any unauthorised person has become aware of a user identity and/or password, the Customer shall immediately inform Whtson thereof and also change such user identity and/or password.

9.3 The Customer shall be liable for losses or damage incurred by Whtson where the Customer intentionally or negligently reveals a user identity/password to a third party or where a user identity and password otherwise become known to an unauthorised party, unless the Customer notifies Whtson immediately upon suspicion that such has occurred.

9.4 Whtson shall adopt reasonable measures to ensure that the security of the Services meet relevant industry standards. Whtson's security measures are set forth in the Security Policy as applicable from time to time, which is available on the Web Site.

10 Limited Warranty

10.1 Whtson warrants to the Customer that the Services will perform substantially and materially in accordance with its documentation available on the Web Site, under normal use and circumstances, and for the purpose intended. This warrant does not apply to Trial Services.

10.2 Except for the express warranties set forth above and to the extent permitted by law, Whtson expressly disclaims all other warranties with respect to the Services, whether express or implied, including without limitation, fitness for a particular purpose, accuracy or reliability of results from use of the Services, that the Services will meet specific requirements, that the Services will be uninterrupted, completely secure, free of software errors, or that defects and deficiencies in the Services will be corrected.

11 Limitation of Liability

11.1 Subject to the limitations set forth in this Agreement, each Party shall only be liable for direct damages.

11.2 In the event of major defects that seriously impede the Customer's use of the Services and that are attributable to Whtson, Whtson undertakes to act to rectify such defect without unreasonable delay. In the absence of intent or gross negligence by Whtson, Whtson otherwise assumes no responsibility for defects or deficiencies in the Services. Error notification must be given by the Customer in accordance with the instructions announced by Whtson and within a reasonable time of the discovery of the defect.

11.3 The Customer shall not be entitled to a reduction in payment, or to damages or other sanctions in the event of operational disruption or errors that impede data traffic that are not due to negligence by Whtson.

11.4 Whtson shall defend and indemnify Customer from and against any damage, cost and expense (including reasonable attorneys' fees) incurred as a result of any claim, suit or proceeding brought against Customer based on a claim that the use of the Services furnished by Whtson under this Agreement constitutes an infringement of any third party intellectual property right; provided that Whtson has been notified promptly in writing of such claim, and given authority, information, and assistance to handle the claim or the defense of any suit, proceeding or settlement, and provided further that Whtson shall have no obligations under this section 11 to the extent any claim is based on the combination or use of the Services with other software, hardware or services not furnished by Whtson where the Services would not otherwise itself be infringing.

11.5 In the event that the Services in such suit or proceeding is held to constitute an infringement, or if in Whtson's reasonable opinion the Services may constitute such infringement, and/or its further use is enjoined, Whtson shall, at its own expense and at its option, either
(i) procure for Customer the right to continue the use of the Services, or
(ii) replace the Services with non-infringing services of materially equivalent function and performance, or
(iii) modify the Services so that it becomes non-infringing without materially detracting from function or performance.
Should none of these measures be technically, commercially or economically reasonable to Whtson, then either party may terminate this Agreement. Upon such termination, Whtson shall refund the amount of fees paid in advance in respect of not yet used Services.

11.6 Each party's liability under this Agreement shall, except for what is stated under 4, 9.3, 11.4, under all circumstances be limited to direct losses in an amount corresponding to the agreed fees paid by the Customer for the Services during the period of twelve (12) months immediately prior to the breach of contract that entitles a Party to damages. The foregoing shall not limit the Customers payment obligations under section 5 above.

11.7 In the absence of intent or gross negligence under no circumstances shall a party be liable for indirect or consequential losses, including but not limited to loss of profits or anticipated savings, loss of revenue, loss of Content or any other data.

11.8 A party may claim sanctions in accordance with the above only where the party provides the other party with a written notice thereof not later than sixty (60) calendar days after the party knew, or should have been aware, of the grounds for the claim.

12 Force Majeure

12.1 A party shall be released from liability in damages and other sanctions where the performance of a specific obligation is prevented or rendered onerous due to circumstances beyond a party's control and which could not reasonably have been foreseen. Such force majeure events include, inter alia, labour conflicts, lightning, fire, decisions of public authorities or other public regulations, errors in another operator's network, delays in services from subcontractors due to events as stated above, general scarcity of transport, goods, or energy, or other similar circumstances.

12.2 Where a party's performance is prevented for a period in excess of three (3) months due to an event as stated above, either party shall be entitled to terminate the Agreement in writing without any obligation to pay compensation.

13 Confidentiality, etc

13.1 Whtson undertakes not to disclose to any third party, or otherwise make available, information received by Whtson from the Customer or Users within the scope of the Agreement. This confidentiality obligation shall not apply to such information as Whtson can demonstrate became known to Whtson other than pursuant to this Agreement or which is in the public domain. Nor shall the duty of confidentiality apply where a party is obligated to provide information pursuant to legal provisions, public authority regulations or court orders. The duty of confidentiality shall remain in force notwithstanding the termination of the Agreement.

13.2 Whtson shall be entitled to review Content which is publicly posted through the Services' web publication features. Whtson also reserves the right to analyze usage patterns in an aggregated form.

13.3 Except for Content mentioned above and other than pursuant to the Customer's instructions, legal provisions, public authority regulations or court orders, Whtson shall not be entitled to review Content processed by the Customer via the Services.

14 Amendments

14.1 Whtson reserves the right to amend the terms and conditions of this Agreement. The Customer shall be informed of such amendments by e-mail or through the information being made available on the Web Site. The Customer shall be deemed to have received such notice within two (2) weeks of the notice being sent by e-mail or made available on the Web Site. Where the Customer does not accept the amendment, the Customer shall be entitled, within thirty (30) calendar days from the date of dispatch of the e-mail or, where appropriate, thirty (30) calendar days from the amendment being published on the Web Site, provided that the changes have an adverse effect, that could not be considered as minor, on the Customer, to terminate the Agreement with immediate effect. Where the Agreement is not terminated by the Customer within the aforementioned time, the Customer shall be deemed to have accepted the new terms and conditions.

15 Term of Agreement and Termination, etc

15.1 This Agreement shall enter into force upon acceptance by the Customer of these terms and conditions through execution of this Agreement online during Subscription sign-up, or acceptance by the Customer of these terms and conditions in an Order Form, frame agreement, or in any other form.

15.2 For Team Edition Subscriptions, the Initial Term is equal to the billing term selected by the Customer during sign-up or, when applicable, in the Order Form. For other Subscription types, the Initial Term is equal to the initial term as stated on the Order Form or as otherwise mutually agreed upon.

15.3 Upon expiration of the Initial Term, this Agreement will be automatically renewed with successive renewal terms at Whtson's then communicated current fees and terms and conditions. For Team and Multi Edition Subscriptions, the Renewal Term is equal in duration to the forward looking billing term as selected online by the Customer or as stated in the Order Form. For other Subscription types, the Renewal Term is equal to the Initial Term or as otherwise stated in an Order Form or mutually agreed upon.

15.4 This Agreement can be terminated by either party subject to written or online notice of termination as stated below or in the Order Form, effective only at the end of the then current Subscription term and provided that all accrued and/or prepaid fees are paid in full. For Team and Multi Edition Subscriptions, such notice of termination must be given by the Customer, when applicable, in the online administration module at least one (1) day prior to the next billing period. For Enterprise Edition Subscriptions, if not otherwise agreed, notice of termination must be given in writing at least three (3) months prior to the end of the then current subscription term.

15.5 Upon termination of a Subscription or the Agreement, Whtson shall not be responsible for the Content generated by the Users/Customer within the scope of the Subscription in question or the Services.

Accordingly, it is the sole obligation of the Customer to ensure that it possesses the necessary back-up copies, etc. of the Content that it desires to retain when the Subscription is terminated.

15.6 Upon the active termination of a Subscription by the Customer, Whtson shall be entitled to immediately delete and destroy all Content within the scope of the Subscription. In the event of expiration of the subscription term of a Subscription and in the absence of the Customer's renewal of the same, Whtson shall be entitled to delete and destroy such Content thirty (30) calendar days following the expiration date.

15.7 Upon termination of a Subscription or this Agreement for any reason, Whtson shall be entitled to and undertakes to permanently delete and destroy all copies of the Customer's Content related thereto within a timeframe reasonable relating to the back-up and administrative procedures applied by Whtson from time to time.

15.8 Sections 11 and 13 shall survive any termination of this Agreement.

16 Access Restrictions, Premature Termination

16.1 Whtson shall be entitled, with immediate effect, to disable the Customer's access to a Subscription or to the Services or to prematurely terminate the Agreement in writing where: (a) the Customer or a User uses the Services in a manner that entails the perpetration of a crime; (b) the Customer or a User uses the Services in a manner that occasions losses or the risk of loss for Whtson or any third party; (c) the Customer or a User uses the Services in a manner that violates Whtson's security or administrative regulations; (d) it may be reasonably assumed that continued dissemination of Content violates governing law; (e) notwithstanding reminders, the Customer fails to pay agreed fees to Whtson within a stated time; (f) the Customer or a User uses the Services in a manner whereby the Customer utilises resources or seeks unauthorised access to Whtson's systems which are not intended for the Customer; (g) the Customer otherwise fails to comply with the Agreement and such breach of contract is material; or (h) the Customer is placed into insolvent liquidation or is otherwise insolvent.

16.2 The Customer shall be entitled to prematurely terminate the Agreement in writing where: (a) operational disruptions or data traffic errors occur to such an extent that the Customer does not have access to the Services during a period in excess of one (1) month; (b) Whtson is in material breach of its obligations under the Agreement and fails to effect rectification within fourteen (14) days of a demand therefore; or (c) Whtson is placed into insolvent liquidation or is otherwise insolvent.

17 Assignment

17.1 Whtson shall be entitled, in whole or in part, to assign its rights and obligations under the Agreement to a company within the same de jure or de facto group of companies as Whtson without the Customer's prior consent

17.2 Save for the provisions of section 2.5, the Customer shall not be entitled to assign its rights or obligations under this Agreement without Whtson's prior written consent.

18 General Provisions

18.1 This Agreement has been prepared in the English language and the same shall be controlling in all respects. Any non-English versions of this Agreement are provided solely for accommodation purposes.

18.2 If any provision of this Agreement is declared unenforceable for any reason, the remainder of this Agreement will continue in full force and effect, and the unenforceable provision shall be amended to the extent possible and permitted by law to achieve as nearly as possible the same intent and economic effect as the original provision.

19 Governing Law and Disputes

19.1 This Agreement and the ensuing relationship between Whtson and the Customer shall be construed in accordance with, and governed by, the laws of Sweden. The United Nations Convention on the International Sale of Goods shall have no application to this Agreement.

19.2 In the event of any dispute relating to this Agreement, the parties agree to initially make a full and good faith attempt to resolve such dispute by negotiation at an executive level, to the extent reasonable under the circumstances, prior to commencing court proceedings.

19.3 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered at the Arbitration Institute of the Stockholm Chamber of Commerce (SCC Institute).

Where the amount in dispute does not exceed EUR 100,000 the SCC Institute's Rules for Expedited Arbitrations shall apply. Where the amount in dispute exceeds EUR 100,000 the Rules of the SCC Institute shall apply.

Where the amount in dispute exceeds EUR 100,000 but not EUR 1,000,000, the Arbitral Tribunal shall be composed of a sole arbitrator. Where the amount in dispute exceeds

EUR 1,000,000 the Arbitral Tribunal shall be composed of three arbitrators.

The amount in dispute includes the Claimant's claims in the Request for Arbitration and any counterclaims in the Respondent's reply to the Request for Arbitration