

GENERAL TERMS AND CONDITIONS - REGARDING SERVICES BY EYEATPRODUCTION AB -

- 1 GENERAL
- 1.1 These general terms and conditions (the "Terms") govern the contractual relationship between EyeAtProduction AB, org.no 556788-1924, ("EyeAtProduction"), and any purchaser of EyeAtProduction's services (the "Customer"). EyeAtProduction and the Customer are hereinafter referred to individually as "Party" and jointly as the "Parties".
- 1.2 EyeAtProduction shall perform and/or supply the services agreed upon in a separate service agreement and quotation (the "Services").
- 1.3 In the event of a conflict between the provisions in such separate service agreement, the quotation and these Terms (jointly the "Contract Documentation"), the provisions of such separate service agreement shall have priority over the quotation and these Terms, in descending order.
- 2 AMENDMENTS
- 2.1 These Terms may be modified or amended by EyeAtProduction at any time and for any reason, without obtaining the Customer's approval in advance. EyeAtProduction undertakes to notify the Customer regarding the updated version of the Terms in writing. The updated version of the Terms enters into effect 30 days after the Customer has received such notification.
- 2.2 Should a modification or amendment, in accordance with section 2.1 above, constitute a material disadvantage to the Customer, the Customer has the right to terminate the Parties' agreement with immediate effect and with no additional cost to the Customer. Such termination shall be notified to EyeAtProduction in writing before the amended Terms enter into effect. If the Customer has not terminated the Parties' agreement before the amended Terms enter into effect, the Customer shall be deemed to have accepted the amended Terms.
- 3 PERFORMANCE
- 3.1 The Customer shall perform and/or provide the Services in a professional manner and in accordance with applicable law.
- 3.2 EyeAtProduction undertakes to rectify any errors in the Services by remedying them, provided that this can be done without unreasonable cost or inconvenience to EyeAtProduction. However, EyeAtProduction does not guarantee that the Services will work flawlessly and continuously.
- 4 DELIVERY
- 4.1 The Services shall be considered delivered when EyeAtProduction's assignment according to the Contract Documentation has been performed and/or provided ("Delivery"). In cases where the Services are performed and/or provided continuously over time, each separable stage or component of the Service shall be considered Delivered once performed and/or provided, e.g. monthly subscriptions etc. Delivery shall also be considered to have taken place in cases where a Party has cancelled the Services or terminated the Parties' agreement in accordance with the Contract Documentation.
- 5 DELAYS
- 5.1 EyeAtProduction shall notify the Customer if Delivery, or part thereof, cannot be made within the agreed time ("Delay") and give an assessment of when Delivery can take place.
- 5.2 EyeAtProduction shall take all reasonable measures to reduce the effect of the Delay and perform and/or provide the Services as close to the agreed Delivery date as reasonably possible. If the Delay is solely due to circumstances over which EyeAtProduction is responsible, EyeAtProduction shall take such measures at no additional cost to the Customer.
- 5.3 In case of a Delay of more than 60 days, of which EyeAtProduction is responsible, the Customer has the right to immediately cancel the Services and terminate the Parties' agreement at no additional cost to the Customer.
- 6 DEFECTS
- 6.1 EyeAtProduction warrants that the Delivery will comply with the specifications in the Contract Documentation, or which the Parties have agreed upon separately in writing. Any deviation from this warrant shall be seen as a defect in the Delivery ("Defect") unless: (i) the deviation has no material effect on Delivery, (ii) the deviation results from the Service being used by the Customer in any other way than intended or that it has been changed without EyeAtProduction's participation, or (iii) the deviation results from information about relevant conditions, or lack of such information, provided by the Customer's or its subcontractors.
- 6.2 EyeAtProduction shall take all reasonable measures to remedy any Defect without undue delay. If the Defect is solely due to circumstances over which EyeAtProduction is responsible, EyeAtProduction shall take such measures at no additional cost to the Customer.
- 6.3 If EyeAtProduction can't remedy a Defect, over which EyeAtProduction is responsible, within a reasonable time, the Customer has the right to cancel the Services and terminate the Parties' agreement at no additional cost to the Customer.
- 6.4 Once a Delivery has taken place, EyeAtProduction's liability is limited to Defects that are detected, documented and reported to EyeAtProduction within 30 days of such Delivery.
- 6.5 In cases where the Customer has reported a deviation which later proves to be outside the scope of EyeAtProduction's liability, the Customer shall reimburse EyeAtProduction for EyeAtProduction's reasonable costs in connection with the remediation process.
- 7 REMUNERATION
- 7.1 Remuneration for the Services shall be paid in accordance with the Contract Documentation.
- 7.2 The Customer is fully liable for the payment, whether the Customer has ordered the Services for itself or on behalf of a third party.
- 7.3 Unless otherwise agreed in the Contract Documentation, payment shall be made against EyeAtProduction's invoice with 30 days payment terms.
- 7.4 Any payments not made within the specified period of time for payment will incur an annual interest charge of 15%. EyeAtProduction also reserves the right to charge late payment fees and take collection measures in accordance with applicable regulations.
- 7.5 EyeAtProduction may immediately suspend the performance and/or provision of the Services, in the event that the Customer does not pay within the agreed time. EyeAtProduction may also terminate the Parties agreement with immediate effect if the Customer does not pay the agreed remuneration within 14 days after receiving a written reminder from EyeAtProduction.
- 8 LIMITATION OF LIABILITY
- 8.1 Except when expressly provided in the Contract Documentation, or in cases of gross negligence or intention, EyeAtProduction's liability shall relate only to compensation for direct damage and direct costs.
- 8.2 EyeAtProduction shall not be liable for direct or consequential damages or costs due to faulty installation of hardware.
- 8.3 EyeAtProduction shall not be liable for consequential damages or costs due to the Customers use of the Services or devices on which the Services are provided (e.g. faulty placement of a cellphone etc.).
- 8.4 EyeAtProduction shall not be liable for direct or consequential damage or costs due to the decisions the Customer makes based on the information acquired through the Services.
- 8.5 EyeAtProduction is not responsible for interruptions or errors caused by third-party systems.
- 8.6 EyeAtProduction is not liable for damages that are caused by a loss of information for the Customer.
- 8.7 EyeAtProduction's liability under the Contract Documentation shall under all circumstances be limited to the contractual value of the performed Services during the last six months prior to any claim by the Customer.
- 9 INTELLECTUAL PROPERTY RIGHTS
- 9.1 EyeAtProduction is the sole owner of all rights, including intellectual property rights to the Services, including but not limited to rights concerning trademarks, trade names, design, text, software, etc., except for certain rights owned by EyeAtProduction's licensors. Nothing in the Contract Documentation shall be construed as if any of these rights being wholly or partly transferred to the Customer. Any copying, modification, transfer, licensing and / or other use of the Services other than allowed under the Contract Documentation is prohibited.
- 9.2 The Customer acknowledges that the unauthorized use of EyeAtProduction's intellectual property rights constitutes a breach of the Contract Documentation and may constitute a criminal action. EyeAtProduction has the right to take legal action against the Customer in the event of such unauthorized use of EyeAtProduction's intellectual property rights.
- 9.3 Any intellectual property that is created through the Services by the Customer shall accrue to the Customer. However, the Customer hereby grants EyeAtProduction a global, unlimited, free, eternal and non-revocable license to use and analyze such intellectual property, in order to further improve the Services and EyeAtProduction's business.
- 10 CONFIDENTIALITY
- Each Party undertakes not to disclose any information about the other Party's commercial secrets or other confidential information to third parties. "Confidential information", shall in these Terms be understood as any information – technical, commercial or other, business models, design, pricing, financial data, code, algorithms, technical solutions etc.) – that a Party may have an interest in keeping secret, irrespective of whether the information has been documented or not, with the exception of information which: (a) at the time of its disclosure was known to the Party to whom it was disclosed or information that a Party may prove that it has developed and accessed at its sole discretion even before the Party received such information from the other Party; (b) is generally available in the public domain or is generally known prior to the time of the disclosure or which becomes generally known otherwise than by violation of this provision; or (c) is lawfully disclosed by a third party free to disclose such information.
- 11 FORCE MAJEURE
- 11.1 A Party shall be relieved from liability for any delay or failure to perform its obligations under the Agreement because of circumstances outside the Party's control that impede or significantly obstruct or delay the performance of the obligations ("Force Majeure"). Such circumstances include but are not limited to war, terror attacks, government action or failure to act, labor conflict (even if a Party does not participate in the conflict), fire, flood, industrial action (whether or not directly involving the Party) or other circumstances of similar importance and outside of the affected Party's control, which the Party reasonably could not have foreseen and which consequences the Party could not reasonably have avoided or overcome.
- 11.2 If a Party's performance is affected by an event of Force Majeure and the affected Party wishes to invoke the Force Majeure stipulation in this section, it shall give written notice thereof without delay to the other Party when the Force Majeure event starts and ends respectively.
- 11.3 If the duration of the event of Force Majeure exceeds twelve weeks, the other Party may cancel the Services and terminate the separate service agreement with immediate effect.
- 12 COMMUNICATION
- 12.1 The Customer accepts that all communication between the Parties, in connection with the Services and the Contract Documentation primarily shall be by e-mail.
- 12.2 The Customer undertakes to notify EyeAtProduction of updates regarding the Customer's contact information.
- 12.3 All notices relating to the Services and the Contract Documentation shall be deemed to have been received by a Party:
- if sent by e-mail - on the date of receipt, provided the receipt has been confirmed by an authorized signatory of the receiving Party,
 - if sent by registered mail - five working days after sending, or
 - if sent by a messenger - at delivery.
- 13 TERMINATION AND BREACH
- 13.1 Each Party may, in writing, cancel the performance and/or provision of the Services and terminate the Parties' agreement with immediate effect in the event of material breach of the Contract Documentation by the other Party if:
- the breaching Party after the receipt of a written notice of the breach of the provisions in the Contract Documentation, fails to remedy the breach within 14 days of the receipt of the notice,
 - the breach cannot be remedied,
 - if the breaching Party has repeatedly violated the provisions in the Contract Documentation, even if the Party has remedied the breach, or
 - if the other Party is or can be considered insolvent, bankrupt, liquidated or is subject to composition, or if there is a risk of such proceedings being initiated.
- 14 MISCELLANEOUS
- 14.1 This Parties' obligations under the Contract Documentation shall not be assigned or transferred, in whole or part, by either Party without a prior written consent of the other Party. Any assignment or transfer conflicting with the Contract Documentation will be void. However, EyeAtProduction always has the right to assign or transfer its rights and obligations under the Contract Documentation to any other entity that is a subsidiary or affiliate of EyeAtProduction.
- 15 SUBSTITUTION
- If any provision of the Contract Documentation, or the application of such, is declared or deemed void, invalid or unenforceable in whole or in part for any reason, the remaining provisions of the Contract Documentation shall continue in full force and effect.
- 16 GOVERNING LAW AND DISPUTES
- 16.1 The Service, as well as the Contract Documentation, shall be governed by and construed in accordance with the laws of Sweden.
- 16.2 In case of dispute or disagreement arising out of or in connection with the Services or the Contract Documentation, the Parties shall primarily seek to resolve the dispute or disagreement amicably by discussion. In the event that no solution or agreement can be reached between the Parties within 30 days of a Party demanding for such discussions in written notice, the dispute shall be finally settled by Swedish general court with the district court of Borås as the first instance.