

TERMS LEARNING HUB SERVICE

Version 2021:1 applies from 1 March 2021.

The following Terms establish and form part of an agreement entered into between the Customer (as defined below) and Dustin (as defined below) that governs delivery of the Service (as defined below):

1 APPLICABILITY. AGREEMENT

Dustin Sverige AB's ("Dustin") terms for the Service (as described and defined below) (the "Terms") apply from the date stated above and replace previously published terms by Dustin.

These Terms forms an agreement between you or the company you represent (the "Customer") when accepting these Terms or accessing the Service, whenever comes first. You undertake to have the authorisation to enter into an agreement with Dustin and that the Company is established within the Nordics. The person named when signing up for the Service, will be the contact person regarding these Terms and the Service.

The Customer is responsible for making the Service available for any person using the Service (the "End-User") through the administration module and informing the End-Users on how to access the Service and informing on the provisions in these Terms and instructions by Dustin which is relevant for the End-Users.

2 THE SERVICE

The Service comprises a platform including content and functionality on implementing, managing and administers training inclusive a Learning Management System (LMS), which includes a variety of learning path and training (the "Service").

The Service is described in the "Services description": <https://www.dustin.se/solutions/learning-hub>

Dustin shall ensure that the Service contains current and up-to-date content.

The Service shall be available 24/7 (with an availability of 99.2%) if not available due to scheduled maintenance within non-peak hours, due to delay of Customer's Internet connection, misconfiguration by or any third party acting on behalf of the Customer, other circumstances due to the Customer, or due to a Force Majeure event (see below).

3 LICENSE. INTELLECTUAL PROPERTY RIGHTS

The Customer is granted a limited license to use the Service and content herein for the numbers of End-users subscribed and the content herein under the Terms and during the subscription period provided the Customer pay for the Service as agreed. The Customer, inclusive its End-Users, agrees not to archive, reproduce, copy, distribute, modify, display, publish, license, create derivative works from, offer for sale or use content and information contained on or obtained from or through the Service except as authorised by the Terms.

4 PRICE AND PAYMENT

Prices are per End-User per month, and are stated excluding VAT. If the number of End-Users is changed during a month, the number of users invoiced is the highest number of users during the month. The price is valid from the date of subscription on individual users. Payment applies for the individual End-User regardless if the user is activated in the Service.

The price includes access to the Service and content herein under the Terms, and any other services if agreed specifically in writing with Dustin.

Dustin is entitled to make any price adjustments upon any renewal of subscription or change of the term of the Service, if not otherwise agreed in writing. Any future adjustments to subscription fees will be made from the next subscription period. If the subscription period is exceeding 12 months, is Dustin entitled to adjust the prices every 12 months.

Payment will be made by invoice upon 14 days payment from the date of the invoice. The Customer is not entitled to withhold payment or make any set-off.

5 SUPPORT

Dustin will perform support to the Customer and the End-Users on errors in the portal provided to the Customer and issues with password. Support is provided within 0800 and 1700 every workday.

Reporting errors within and outside normal working hours can be made via email to servicedesk@dustin.eu.

Support contact telephone numbers:

- Sweden: +46770176100.
- Norway: +4781503636.
- Denmark: +4589871001.
- Finland: +358753251111.

6 SUBCONTRACTOR

Dustin may engage a subcontractor to perform the Service. If Dustin hires a subcontractor, Dustin is responsible for both Dustin's and the subcontractor's work.

7 CUSTOMER'S RESPONSIBILITY

The Customer is responsible for the End-User's use of the Service and for these users to be informed of the conditions that apply to access to and use of the Service.

The Customer is also responsible for all adherent to data privacy laws as a data controller, see below.

The Customer shall provide Dustin with access to all information and all documentation required for Dustin to be able to perform and deliver the Service in accordance with these Terms, and cooperate with Dustin to the extent requested by Dustin.

8 CHANGE OF SUBSCRIPTION AND TERMS

The Customer can amend/change the subscription to any time within the administration module of the Service. New or deleted subscriptions will be counted per month and invoiced according to Section 4 above. Added End-Users will be subject to the subscription period as agreed when entering into these Terms if the subscription is not changed in accordance with this Section.

Dustin reserves the right to change or make additions to these Terms subject to the 30-day notice period which will may be posted in the Service or informed the Customer by other means.

9 CANCELLATION OF SUBSCRIPTION

The subscription of the Service and the agreement these Terms forms between Dustin and the Customer is valid and runs for the period agreed when signing up for the Service, if not terminated in writing via email to servicedesk@dustin.se. Any cancellation must be received by Dustin no later than 30 days before the end of the period agreed when signing up for the Service. If the Service is not cancelled, it is automatically extended by the same period as agreed when signing up for the Service.

If the Customer materially breaches these Terms or fail to make a payment within the agreed time, Dustin reserves the right to cancel the Service either temporarily or ultimately.

One of the following will be considered to be a material breach:

- Any intellectual property breach of the Service, such as downloading or copying material in the Service in an organised or extensive way.
- Any security breach of the Service, such as attempt of accessing the code of the Service, scanning the Service, testing vulnerabilities of the Service, hacking, port scan etc.

- Non-compliance with any instructions given by Dustin, or breach of any laws related to the Service.
- Bankruptcy, liquidation, suspension of payments or suspicion of insolvency

No refund of any payment will be made because of the cancellation of the Service, regardless reason for the cancellation.

10 BREACH OF DELIVERY. LIMITATION OF LIABILITY

If there is an error in the delivery of the Service caused by Dustin, Dustin shall as soon as possible remedy the matter if possible. If the Customer has not been able to use the Service for a significant extent or in a significant period of time as a result of such an error, the Customer is entitled to receive a reduction of the fee for the period the Customer has not been able to use the Service.

Any responsibility for Dustin is maximum limited to the payment made by the Customer for the last six months prior to the incident causing the responsibility.

Dustin is not liable in any case not liable for any indirect or consequential loss or costs, inclusive caused by loss of data.

11 COMMUNICATION

All notices or other communications made hereunder shall be in writing and sent by email, or by other means if made available by Dustin, and receipt shall be deemed when confirmed by the receiving party. The receipt shall nevertheless be deemed one business day from the date sent by Dustin to the contact party of the Customer.

12 FORCE MAJEURE

Dustin is exempt from sanction for failure to fulfil an obligation under the Terms and the agreement entered into as part of the Terms if the failure is based on a circumstance beyond Dustin's control and the circumstance prevents or significantly impedes Dustin's proper performance of the Terms ("Force majeure event"). A Force Majeure event shall be regarded as lightning, interruption or scarcity of power supply, labour dispute, fire, amended law or regulatory provision, government intervention, currency restrictions, scarcity of means of transport or general scarcity of goods, acts of war or terrorism or similar, pandemic which causes shut-down of work or services, or any other circumstances which is considered a Force majeure event under the law which governs these Terms, see Section 14 below. Errors or delays in delivery or services by a subcontractor due to a Force majeure event shall have the same effect as under this Section. If Dustin's non-performance is due to a Force Majeure event as described above is substantially prevented for a period longer than 90 days, Dustin's or the Customer is entitled, without penalty, to cancel the subscription.

13 PERSONAL DATA

By providing the Service, Dustin will process personal data on behalf of the Customer. The Customer will be the data controller for such data, with Dustin as the data processor.

The Customer is also responsible for the legal basis for processing personal data so that Dustin can provide the Service.

The Services and Dustin's processing of personal data as a consequence of providing the Services is governed by Dustin's data processing agreement which is available here: <https://www.dustin.se/agreements/learning-hub/>. The data processing agreement comprises also description of the processing and any subcontractors (sub-processors) used to provide the Service.

14 JURISDICTION AND CHOICE OF LAW

The rights and obligations of the parties under these Terms and the agreement the Terms forms shall in their entirety be governed by Swedish law.

Should a dispute arise between the parties as to the interpretation of the legal effects of the Terms, the parties shall seek to resolve such dispute through negotiations. If such negotiations do not succeed within ten working

days or a different period agreed by the parties, each party may require such dispute to be resolved by the ordinary Swedish courts of law.

APPENDIX: DATA PROCESSING AGREEMENT

Dustin's standard data processing agreement, which is available here, shall apply for the Services:

<https://www.dustin.se/agreements/learning-hub/>