

GENERAL TERMS AND CONDITIONS

Subscriber's use of the Service is subject to Subscriber's full acceptance of all provisions set forth in this Agreement by Shopsprayed AB, Nordenskiöldsgatan 24, 211 19 Malmö, SWEDEN with Org. No.: 559174-4890.

1. Definitions.

Terms used in this Agreement with their initial letters capitalized have the meanings ascribed to them in this section or where they are elsewhere defined in this Agreement. Any term defined in the singular will have the corresponding definition in the plural (and vice versa). As used in this Agreement:

(a) "Account" means any account to access the Service created by Shopsprayed AB for the Subscriber or by the Subscriber within the Service.

(b) "Agreement" means each Order Form executed by the parties together with these General Terms and Conditions.

(c) "Business Hours" means the hours occurring between 8.00 and 17.00 Central European Time (SWE), Monday through Friday, except national holidays.

(d) "Confidential Information" means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary to a party. Confidential Information of Shopsprayed AB includes, but is not limited to, the Documentation and Service, including any source code and object code related to the Service. Confidential Information of Subscriber includes but is not limited to Subscriber Data. Confidential Information does not include information that (a) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known or available to the public, (b) was rightfully in Recipient's possession prior to disclosure by Discloser, or (c) is developed independently by Recipient without unauthorized use of or reference to any of Discloser's Confidential Information.

(e) "Discloser" means the party providing Confidential Information to the Recipient.

(f) "Documentation" means the then-current written materials provided via login to Subscriber's Account or another Shopsprayed AB service from time to time by Shopsprayed AB relating to the features, functions and use of the Service.

(g) "Documented Defect" means a material deviation between the then-current Service and its Documentation.

(h) "Effective Date" means the date when this Agreement commences and is specified on the Order Form.

(i) "Initial Term" means the period of time Shopsprayed AB will provide the Service to Subscriber, as set out in an Order Form, subject to renewal in accordance with Section 10 below.

(j) "Shopspray or shopspray.com" means Shopsprayed AB.

(k) "Shopsprayed AB Wiki" means that set of written materials and links to additional resources as made

available and updated or modified by Shopsprayed AB from time to time at or such other URL as Shopsprayed AB may designate.

(l) "Intellectual Property Rights" means all inventions, patents, copyrights, trade secrets, trade names, know-how, intellectual property, software, shop rights, moral rights, licenses, developments, research data, designs, processes, formulas, and other intangible proprietary or property rights, whether or not patentable (or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage), and any and all applications for, and extensions, divisions, and reissues of, any of the foregoing, and rights therein.

(m) "Order Form" means any Shopsprayed AB generated Service orders duly executed by Shopsprayed AB and Subscriber detailing, among other things, the Service subscribed for, the Initial Term and the Subscription Fee.

(n) "Recipient" means the party receiving Confidential Information from the Discloser.

(o) "Renewal Term" means the length of the periods of time Shopsprayed AB will provide the Service to Subscriber, following the Initial Term.

(p) "Service" means the access provided to Subscriber to the online, internet-based Punchout add-on software, as updated from time to time, more fully described in the applicable Order Form, provided by Shopsprayed AB.

(q) "Subscriber" means the party identified as such in this Agreement.

(r) "Subscriber Data" means any information provided, entered or uploaded for use by or with the Service by Subscriber or by users authorized by Subscriber.

(s) "Subscription Fee" means the fees charged by Shopsprayed AB for the rights granted by Shopsprayed AB to Subscriber for the use of the Service

(t) "Term" means the Initial Term and all Renewal Terms.

2. Grant of Rights to Access and Use.

(a) Upon payment of the Subscription Fee, Shopsprayed AB hereby grants to Subscriber a non-exclusive, non-transferable, non-assignable, non-sub-licensable, time limited right to use the Service.

(b) The Service is provided by Shopsprayed AB and made available to Subscriber by Shopsprayed AB setting up an Account for the Service. During the Term, Shopsprayed AB will make the Service available to Subscriber in accordance with the terms and conditions of this Agreement.

(c) Subscriber agrees to not make the Service available to any third party except as provided for in this Agreement. Subscriber is responsible for maintaining and keeping confidential its Account information, including passwords. Subscriber is responsible for all uses of and activities undertaken with Subscriber's Account. Subscriber will immediately notify Shopsprayed AB of any unauthorized use of Subscriber's Account of which Subscriber becomes aware.

3. Intellectual Property Rights.

(a) As between Shopsprayed AB and Subscriber, Shopsprayed AB owns all Intellectual Property Rights associated with the Service, including all such rights in any software and Documentation provided as part of or in connection with the Service. Subscriber shall preserve intact all applicable Shopsprayed AB copyright, patent and/or trademark notices presented in connection with the Service. Shopsprayed AB reserves all Intellectual Property Rights that are not expressly granted to Subscriber under this Agreement, and Subscriber will not assert any implied rights in or to any of Shopsprayed AB's Intellectual Property Rights. All Intellectual Property Rights to improvements and enhancements to the Service shall vest in Shopsprayed AB. If the Subscriber has been involved in the development process by contributing in any manner, including but not limited to, input, ideas or feedback on the improvement and enhancement, any right the Subscriber may have due to such involvement is hereby transferred to Shopsprayed AB.

(b) Except as expressly authorized by Shopsprayed AB in writing, Subscriber shall not: (i) copy, in whole or in part, any portion of the Service or Documentation, (ii) modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Service, or (iii) rent, lease, lend, distribute, sell, assign or otherwise transfer the Service or create derivative works of the Service. Subscriber may copy manuals or instructions from Shopsprayed AB only to the extent necessary for receipt of the Service in accordance with this Agreement.

4. Subscriber Data.

(a) Subscriber shall retain ownership of all Subscriber Data. Subscriber shall at all times be responsible to ensure that the Subscriber Data remains in compliance with applicable law, and shall ensure that industry standard cyber security measures are in place in order to keep the Subscriber Data free from malicious code, including viruses, Trojan horses and other software or code that could cause damage to the Service.

(b) Subscriber hereby authorizes Shopsprayed AB and its subcontractors to access Subscriber's Account and to use, modify, reproduce, distribute, display and disclose Subscriber Data solely to the extent necessary to provide the Service and fulfil Shopsprayed AB's obligations under this Agreement, including, without limitation, responding to Subscriber's support requests. Any subcontractors Shopsprayed AB utilizes will only be given access to the Account and Subscriber Data to the extent reasonably necessary to provide the Service and will be subject to confidentiality obligations. Shopsprayed AB is responsible for its subcontractors' actions and omissions.

5. Third Party Use and Rights.

Subscriber may authorize third parties to assist Subscriber in the management and editing of product information created by use of the Service, provided that: (a) such activities are within the scope of the activities Subscriber is itself authorized to perform under this Agreement, (b) such third party's acts are primarily for the direct or indirect benefit of Subscriber, and (c) such third parties are not charged a fee by Subscriber for such activities. Subscriber is prohibited from using the Service as an application software provider, or in any timesharing, service bureau, or other commercial arrangement of any kind that makes the Service available to third parties primarily for the third party's own uses. Except as expressly provided in this Agreement, no third party has any rights under this Agreement. Subscriber is liable for any use of the Service by third parties using Subscriber's Account.

6. Subscription Fees and Invoicing.

(a) Subscriber agrees to pay the Subscription Fee in the amounts and on the schedule set forth on the Order Form. The Subscription Fee for the Service as well as the payment terms are specified in the Order Form. The Subscription Fee may yearly be adjusted according to the Swedish Labour Cost Index.

(b) If Subscriber choose to subscribe for additional services during the Term an additional Order Form must be executed by Shopsprayed AB and Subscriber. The additional Subscription Fee will be specified in the Order Form.

(c) No refunds or credits will be made if Subscriber does not use part of the Service or wishes to stop using a Service during the Term.

7. Support.

(a) Shopsprayed AB will provide Subscriber with access to Shopsprayed AB's standard support, currently consisting of the Shopsprayed AB Wiki and a support function which will serve as Subscriber's single point of contact regarding the availability of the Service.

(b) If Subscriber requires support regarding the Service, the initial support will be provided by the Shopsprayed AB partner, if any, that configured the Service. Should that Shopsprayed AB partner require assistance, Shopsprayed AB will provide such assistance as necessary.

8. Connection.

An appropriate Internet connection is required for proper connection to the Service. Subscriber is responsible for procuring and maintaining the network connections that connect Subscriber's network to the Service, including, but not limited to, browser software that supports protocols used by Shopsprayed AB, including Secure Socket Layer (SSL) protocol or other protocols accepted by Shopsprayed AB, and to follow procedures for accessing services that support such protocols. Shopsprayed AB is not responsible for notifying Subscriber of any upgrades, fixes or enhancements to any such third party software or for any compromise of data, including Subscriber Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Shopsprayed AB. Shopsprayed AB assumes no responsibility for the reliability or performance of any connections as described in this section.

9. Suspension of the Service.

Shopsprayed AB may suspend the Service for as long as Subscriber is in material breach of any provision of this Agreement (including nonpayment of the Subscription Fee) and such breach has not been cured within 14 days' written notice to Subscriber. Prior notice of suspension will not be required if Shopsprayed AB determines, in its reasonable discretion, that suspension is necessary to protect Shopsprayed AB or its other subscribers from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In the event of suspension due to Subscriber's breach of this Agreement, Subscriber will remain liable for portions of the Subscription Fee that would have been paid had the Service not been suspended.

10. Term and Termination.

(a) This Agreement will become effective as of the Effective Date, and unless terminated earlier as provided in this Agreement, will continue in effect for the Initial Term, and will automatically renew for subsequent Renewal Terms unless either party provides to the other party written notice no later than ninety (90) days prior to the then-current scheduled expiration of the Initial Term or Renewal Term, as applicable, of that party's intention that this Agreement not be renewed.

(b) Either party may terminate this Agreement if the other party is in material breach of its undertakings under this Agreement and the other party fails to remedy such breach within a period of thirty (30) days from receipt of written notice requiring such remedy, except that in the event of unlawful conduct, fraud, or material misrepresentation by either party, the other party will be entitled to terminate this Agreement immediately.

(c) Either party may terminate this Agreement immediately by providing written notice to the other party if the other party becomes insolvent.

(d) Upon termination or expiration of this Agreement, all rights granted the Subscriber to access and use the Service will likewise terminate. Each party shall also: promptly return to the other party or certify the destruction of (i) all Confidential Information; and, (ii) any other data, programs, and materials delivered by a party for purposes of performing this Agreement.

(e) Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement will survive the expiration or termination of this Agreement. Without limiting the foregoing, Sections 1, 3, 10, 11 -13, 15-18, 20-22 and 24-27 will survive the expiration or termination of this Agreement.

11. Confidentiality.

(a) Each party will hold the other party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither party will disclose any of the other party's Confidential Information to any third party.

(b) Each party may use the Confidential Information solely for purposes of its performance under this Agreement and may disclose such information to its employees and professional advisors only on a need-to-know basis, provided that such employees are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

(c) Either party may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the other party written notice in advance of such disclosure sufficient to permit the other party to seek a protective order and, if so ordered, discloses only the minimum Confidential Information necessary to comply with the order.

(d) Each party's obligations under this section will survive termination of this Agreement and will continue in full force and effect with respect to Confidential Information of the other party for five (5) years from the date of disclosure of such Confidential Information.

12. Warranties.

(a) Shopsprayed AB warrants that (i) it will provide the Service with commercially reasonable care and skill, and (ii) the Service will function without a Documented Defect. The Subscriber must give Shopsprayed AB notice of a Documented Defect within 30 days from when Subscriber becomes aware of the Documented Defect. Shopsprayed AB's sole obligation with respect to a breach of the foregoing warranty shall be, using commercially reasonable efforts, to repair or replace the Service.

(b) Shopsprayed AB (defined in this section as Shopsprayed AB's parent, affiliates, subsidiaries and their respective officers, directors and employees) makes no other warranty, express or implied, as to the Service, the associated documentation or any other goods or services provided by Shopsprayed AB to Subscriber.

13. Disclaimer.

To the maximum extent permitted by applicable law and except as expressly provided in this Agreement, the Service is provided "as is" and "as available", with all faults and without warranty. Except as expressly provided in this Agreement, Shopsprayed AB makes no warranties or representations to Subscriber with respect to the Service or otherwise in connection with this Agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty or condition of merchantability, and fitness for a particular purpose, are expressly excluded and disclaimed.

14. Availability.

Shopsprayed AB undertakes commercially reasonable efforts to maintain availability of the Service at all times throughout the Term. If there is an interruption Shopsprayed AB will use commercially reasonable efforts to resolve the problem and make the Service available as soon as practicable.

15. Indemnification.

(a) Shopsprayed AB will defend Subscriber from and against any and all third party claims and will pay any costs, losses or damages that may be finally awarded against Subscriber (including reasonable attorneys' fees) to the extent arising out of any claimed infringement or misappropriation by the Service of any third party Intellectual Property Right; provided that (i) Subscriber notifies Shopsprayed AB in writing within thirty (30) calendar days of its receipt of written notice of the claim, (ii) Shopsprayed AB has sole control of the defense and settlement of the claim, and (iii) Subscriber provides Shopsprayed AB with all reasonable assistance, information, and authority necessary to perform Shopsprayed AB's obligations under this paragraph.

(b) Notwithstanding the foregoing, Shopsprayed AB will have no liability for any claim of infringement or misappropriation: (i) that is based on the combination, operation, or use of the Service with materials (e.g., software, hardware or content) or services not furnished by Shopsprayed AB; or (ii) that is based on any modification of the Service by Subscriber, by any third party, or by Shopsprayed AB at Subscriber's direction.

(c) In the event the Service is held or is believed by Shopsprayed AB to infringe or misappropriate any Intellectual Property right of a third party, Shopsprayed AB will have the option, at its expense, to (i) replace the Service with a noninfringing equivalent, (ii) modify the Service to be noninfringing, (iii) obtain for Subscriber a license to continue using the Service, or (iv) refund the fees paid by Subscriber for the infringing Service during the 12 month period immediately preceding the refund and if 12 months has not yet lapsed, an amount equivalent of 12 months fees as of the date of the refund, and require that Subscriber discontinue its use. The foregoing remedies constitute Subscriber's sole and exclusive remedies and Shopsprayed AB's entire liability with respect to infringement of Intellectual Property Rights.

(d) Subscriber shall defend and hold Shopsprayed AB harmless from and against any third-party claim brought against Shopsprayed AB alleging that the Subscriber Data infringes the intellectual property, privacy or other rights of such third party.

16. Data Protection

(a) Shopsprayed AB agrees to comply with applicable data protection legislation, including EU Data Protection Directive 95/46/EC until May 28, 2018 and the EU General Data Protection Regulation 2016/679 ("GDPR") as of May 28, 2018.

(b) Shopsprayed AB, and the personnel or other persons engaged by Shopsprayed AB and/or subcontractors who will be able to access Personal Data (as defined in the GDPR) shall only Process (as defined in the GDPR) the Personal Data provided by the Subscriber in accordance with instructions from Subscriber. Shopsprayed AB will Process Personal Data needed for accounts required for managing the Service and Personal Data to supervise the usage of the Service. The Personal Data will include account information and the usage of the Service by Subscriber's employees or employees of any third party contracted by Subscriber. Only Shopsprayed AB's employees and employees of subcontractors engaged in the delivery of the Service will access any Personal Data. The processing activities will consist of create, update and delete accounts in the Service and record and save the usage of the Service. Shopsprayed AB may only Process Personal Data in accordance with this Section 16 during the Term of this Agreement.

(c) Shopsprayed AB shall implement appropriate technical and organizational security measures to protect the Personal Data in accordance with applicable data protection legislation.

(d) Shopsprayed AB shall maintain adequate procedures designed to detect and respond to any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data ("Data Breaches"), including procedures for preventive and corrective actions, and also to avoid recurrence of any Data Breaches. These procedures shall enable Shopsprayed AB and Subscriber will be able to meet their notification and documentation duties in relation to Data Breaches under applicable data protection legislation.

(e) Shopsprayed AB shall assist the Subscriber with i) its contacts with any supervisory authority, especially notifications of Data Breach, ii) ensuring compliance with regard to the security of processing; iii) prior consultations with the supervising authority if required; iv) responding to data subjects requests to exercise rights under GDPR; v) data protection impact assessments; and vi) communication of a Data Breach to data subjects.

(f) Shopsprayed AB shall solely disclose Personal Data to those personnel, other persons engaged by Shopsprayed AB and/or subcontractors who necessarily need access to the Personal Data for the performance of the obligations under this Agreement. Shopsprayed AB ensures that these persons have agreed to confidentiality undertakings.

(g) Shopsprayed AB must be able to verify to the Subscriber Shopsprayed AB's compliance with applicable data protection legislation and its obligation regarding data protections in this Agreement. Subscriber, or a third party approved by the Subscriber, may conduct audits to ensure that Shopsprayed AB is complying with this Section and applicable data protection legislation.

(h) Subscriber hereby gives Shopsprayed AB a general consent to engage Sub-processors for Processing of Personal Data on behalf of Subscriber. Shopsprayed AB shall inform the Subscriber before transferring any Personal Data to a new Sub-processor. Following receipt of such information Subscriber shall notify Shopsprayed AB if it objects to the new Sub-processor. If the Subscriber does not object to the Sub-processor within 30 days of receiving the information, Subscriber shall be deemed to have accepted the Sub-processor. If the Subscriber has raised a reasonable objection to the new Sub-processor, the Subscriber shall have the right to, within 45 days from receiving notice of information of a new Sub-processor,

terminate this Agreement with a 45 days' notice period. During the notice period, Shopsprayed AB is not allowed to transfer any Personal Data to the Sub-processor. If this Agreement has not been terminated by Subscriber within 45 days from receiving notice of the information of the new Sub-processor, Personal Data may be transferred to the new Sub-processor and the Subscriber shall be deemed to have accepted the Sub-processor.

(i) Shopsprayed AB shall enter into appropriate written agreements with all of its Sub-processors on terms which in all materially respects correspond to and is not less protective than the obligations as set out in this section 16. Shopsprayed AB shall remain fully liable to Subscriber for the performance or non-performance of the Sub-processor's obligations.

(j) The transfer of data to a state which is not a member state of either the EU or the EEA may only occur after the specific Conditions of Article 44 et seq. GDPR have been fulfilled.

(k) Upon termination of the Agreement Shopsprayed AB shall submit all Personal Data to the Subscriber on an appropriate medium and thereafter erase the Personal Data. Shopsprayed AB shall provide the Subscriber with a statement in writing and a guarantee, and allow the Subscriber to verify that the Personal Data will no longer be processed by Shopsprayed AB or a Sub-processor engaged by Shopsprayed AB.

17. Limitation of Liability

Shopsprayed AB (defined for purposes of this section as Shopsprayed AB's parent, affiliates, subsidiaries and their respective officers, directors and employees) shall not be liable to Subscriber or any third party for any indirect, incidental, special, consequential, punitive, or exemplary damages arising out of or related to this Agreement under any legal theory, including but not limited to lost profits, business interruption or infringement, or cost of substitute software, whether incurred by Subscriber internally or in connection with any third party. Shopsprayed AB is not responsible for any lost data except if the loss of data is caused by negligence from Shopsprayed AB while performing backup of the Subscriber data as specified in the Documentation. Except with respect to intellectual property indemnification obligation under this Agreement Shopsprayed AB's aggregate liability under this Agreement shall not exceed the amount of the Subscription Fee paid by Subscriber for use of the Service under this Agreement during the 12-month period immediately preceding the claim giving rise to such liability. The limitation provisions of this section shall be applicable to any claim filed by Subscriber arising out of or relating to any separately licensed software that may be used with the Service. Subscriber must, in order to preserve its right to compensation, give notice of any claim within three (3) months from when Subscriber became aware of the basis for the claim.

18. Force Majeure

With the exception of Subscriber's payment obligations, neither party will be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, pandemics, shortage of power, telecommunications or Internet service interruptions or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable. In the event any failure to perform because of a force majeure event remains uncured for a period of fourteen (14) days, the other party may terminate this

Agreement, without liability, by providing written notice to the other party.

19. Assignment

Subscriber may not assign this Agreement. Shopsprayed AB may assign this Agreement to a successor (whether by merger, a sale of all or a significant portion of its assets, a sale of a controlling interest of its capital stock, or otherwise) which agrees in writing to assume Shopsprayed AB's obligations under this Agreement. Shopsprayed AB may, without consent of Subscriber, transfer the right to receive payment in accordance with this Agreement.

20. Waivers

All waivers must be in writing and signed by authorized representatives of the parties. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

21. Severability

If any provision of this Agreement is adjudicated to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

22. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all other agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter this Agreement by any representations or promises not specifically stated in this Agreement. The protections of this Agreement will apply to actions of the parties performed in preparation for and anticipation of the execution of this Agreement. Any amendment to this Agreement must be in writing and signed by duly authorized representatives of the parties.

23. Publicity.

Shopsprayed AB may display Subscriber's logo on Shopsprayed AB's website in connection with a list maintained by Shopsprayed AB designating Subscriber as a user of the Service.

24. Order of Precedence.

If there is a conflict or ambiguity between any term of these General Terms and Conditions and any Order Form, the terms of the Order Form will prevail.

25. Notices.

All notices or other communications that are required or permitted under this Agreement must be in writing and will be sufficient if delivered personally or sent by nationally-recognized overnight courier or by certified mail, postage prepaid, return receipt requested, to the addresses set forth on the Order Form, or to any other address provided in accordance with this section. Notwithstanding the above, notices or other communications can also be deemed as delivered when sent by e-mail provided that the receiver of the e-mail replies to the email and confirms the receipt thereof. Such reply must not be unreasonably withheld.

26. Execution in Counterparts.

Each Order Form may be executed in counterparts and such counterparts, taken together, will be one and the same Order Form. A true and correct facsimile or electronic copy of an executed copy of an Order Form or these General Terms and Conditions will constitute an original for any evidentiary purpose.

27. Governing law and disputes.

(a) This Agreement is governed by the substantive law of Sweden.

(b) Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Swedish Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

[End of document. All Rights Reserved Shopsprayed AB, 2022]