



# Access

## Special Terms and Conditions Applicable commencing 1 November 2011

The Access service refers to an Internet based customer portal, through which the Customer may access the services which are described in greater detail below (the "Service").

The Service is offered exclusively to customers who have agreements with Strålfors regarding Strålfors' other services. The Service is provided pursuant to these Special Terms and Conditions as well as to the terms of the specific Customer Assignment (the "Customer Assignment").

Unless otherwise stated in these Special Terms and Conditions or agreed separately with Strålfors, the Strålfors General Terms and Conditions (the "SGTC"), applicable from time to time, shall apply.

### Definitions

**Agreement:** The Agreement which refers to these Special Terms and Conditions applicable from time to time and Strålfors' General Terms and Conditions (the "SGTC") as well as the appendices included therein and other contract documents.

**Business Day:** A weekday, which is not a public holiday, with the exception of days which are customarily full or partial days off in the country in which the Service is provided.

**Customer Assignment:** An appendix to the Agreement which defines Strålfors' assignment and specifies the Customer's undertakings.

**Production Documentation:** The Customer's material in physical or electronic form which constitutes the applicable edition and basis for provision of the Service.

**SGTC:** Strålfors' General Terms and Conditions applicable from time to time, available according to section 9.

## 1 Scope of the Service

The Service consists of one version, either Standard or Extended, of the basic service indicated below and a number of possible options, as set out in section 2. The detailed scope of the Service is set forth in the Customer Assignment.

### 1.1 Basic Service

### 1.2 Access Standard

#### 1.2.1 Right to use the Service

The Customer shall be entitled to use the Service, which is provided on the basis of Strålfors' infrastructure, as existing from time to time. The basic service Access Standard includes the services Administration, Dashboard and Reports. The Customer may also add interfaces to the basic service by choosing options according to section 2.

A starting-up fee as well as monthly fees pursuant to Strålfors' price appendix, applicable from time to time, are charged for the right to use the basic service Access Standard. Prices for the options are set forth in Strålfors' price appendix applicable from time to time.

#### 1.2.2 User rights

The Customer is given user rights for ten (10) users of the Service. A starting-up fee as well as monthly fees pursuant to Strålfors' price appendix, applicable from time to time, is charged for additional user rights.

### 1.3 Access Extended

#### 1.3.1 Right to use the Service

The Customer shall be entitled to use the Service, which is provided on the basis of Strålfors' infrastructure, as existing from time to time. Access Extended includes the services included in Access Standard and additions thereto, as agreed with the Customer. The additions are set out in the Customer Assignment.

A starting-up fee as well as monthly fees pursuant to Strålfors' price appendix, applicable from time to time, are charged for the right to use the basic service Access Extended. The Customer may add further interfaces to the basic service Access Extended by choosing options according to section 2. Prices for the options are set forth in Strålfors' price appendix applicable from time to time.

### 1.4 Customer support

Strålfors maintains a customer support function for the Service, to which the Customer may report any errors in the Service. Through the support function Strålfors also, to a reasonable extent, provides assistance to the Customer by answering questions regarding the Service.

Unless announced or agreed otherwise, Strålfors customer support operating hours are displayed on websites specified under section 9 below.

Strålfors shall always be entitled to compensation for time spent on support pursuant to the above, as well as where Strålfors performs any special measure in accordance with an agreement on request by the Customer. Unless a set price has been agreed upon, the compensation shall in such cases be determined based on the time spent and in accordance with Strålfors' price appendix applicable from time to time.

### 1.5 Operation

Normally, the Service operates and is functional 24 hours per day, seven days per week. During these hours the Customer shall generally be able to access the Service in accordance with the terms and condition of the Agreement. Strålfors does not guarantee that the Service will be free from errors or available without interruption.

## 2 Options

The below options are available to the Customer provided that the Customer is connected to a version of the basic service (Access Standard or Access Extended). The detailed scope of the Service is set out in the Customer Assignment. The prices for options added to the basic service are set forth in Strålfors' price appendix applicable from time to time.

### 2.1 Additional users

The Customer may obtain additional user rights in batches of ten (10) addition to the user rights already included in the Base Service.

## 2.2 Communication

This option gives the Customer access to interfaces in the Service which enable the Customer to order and personalize communication.

The service Communication includes interfaces for up to ten (10) templates which are provided on the basis of Strålfors' infrastructure, as existing from time to time. The Customer may further add supplemental interfaces in batches of ten (10) additional templates pursuant to section 2.2.1.

The service Communication includes access for the Customer to the service Media Library Standard, in which the Customer may store text and images.

The service Media Library Standard includes 1 GB storage for data, text, images etc. which is provided on the basis of Strålfors' infrastructure, as existing from time to time. The Customer may further add supplemental storage pursuant to section 2.2.2.

### 2.2.1 Additional templates

The Customer may add additional templates in batches of ten (10) in addition to those already included in the option Communication. A starting-up fee as well as monthly fees pursuant to Strålfors' price appendix, applicable from time to time, is charged for the additional templates.

### 2.2.2 Additional storage

The Customer may add up additional storage in batches of 1 GB in addition to the storage already included in the option Communication. A starting-up fee as well as monthly fees pursuant to Strålfors' price appendix, applicable from time to time, is charged for the additional storage.

## 2.3 Warehousing

This option gives the Customer an interface which enables ordering stocked items which are provided by Strålfors for the Customer.

## 2.4 eArchive

This option gives the Customer an interface which enables access to documents in the eArchive service.

## 2.5 Planning

This option offers the Customer the possibility to use the Service for planning and estimating and estimating purchase of graphic material. The interface is set up as agreed with the Customer.

## 2.6 Customer Database Standard

This option enables the Customer to upload, save and manage recipients in the Service's integrated database, including database structure and import interface, through a standard API. The interface is connected as agreed with the Customer.

## 2.7 Customer Database Extended

This option is available only in connection with the Access Extended version of the basic service.

This option enables the Customer to upload, save and manage recipients in the Service's integrated database, including database structure and import interface, through an extended API. The interface is connected as agreed with the Customer.

## 2.8 Media Library Extended

This option is available only in connection with the Access Extended version of the basic service.

This option entails that Strålfors provides an integrated service through which the Customer may store image- and text content in the Service. The service is connected as agreed with the Customer.

## 2.9 Extended customer support

This option entails that Strålfors undertakes to provide support to the Customer in matters which exceed the support function offered by Strålfors as a part of the basic

service. The following are examples of what the extended support function may contain:

- support to the end users of the Service;
- administration of the Customer's administration interface;
- extended service hours for the support service: and/or
- fixed deadlines for support measures.

The agreement on extended support, as well as the extent thereof, is set out in the Customer Assignment. The Customer will be charged a fee for the extended support in accordance with Strålfors' price appendix, applicable from time to time.

# 3 Strålfors' Undertakings

Strålfors shall provide the Service as described in detail in the Customer Assignment in accordance with these Special Terms and Conditions and the SGTC.

## 3.1 User access

Strålfors shall maintain the Service accessible over the Internet to the Customer and provide the Customer with user rights to the Service for this purpose. The Customer shall allocate different users different roles and qualifications.

## 3.2 Transmission of messages

Strålfors shall indicate which technical requirements shall be applicable to transmission of messages by the Customer. These requirements are set out in the Customer Assignment. In these situations, Strålfors shall also provide specifications for communication and documents.

## 3.3 Prerequisites for Connection

Strålfors undertakes to connect the Customer to the Service in accordance with the technical requirements and within the time set forth in the Customer Assignment. The Service shall be connected when the technical requirements are met and when the tests set out in the Customer Assignment have been duly performed and no material defects remain.

For the connection of the Service, compensation in accordance with the Strålfors' price appendix, applicable from time to time, will be charged.

If Strålfors finds that the Customer has not provided information or that the Customer has not taken such measures which are necessary for connection, Strålfors shall be entitled to postpone the connection until such necessary information is provided or such necessary measures taken.

Strålfors shall be entitled to charge separate compensation for time expended in conjunction with the connection of the Customer or with delays attributable to the Customer, such as late deliveries, or in the event of any other activity or measure which Strålfors performs according to a separate agreement with the Customer. The compensation shall be chargeable by the hour pursuant to the hourly rate stated in Strålfors' price appendix, applicable from time to time.

If the Customer wishes to make changes which entail that the connection, in whole or in part, needs to be remade, Strålfors shall be entitled to charge special compensation pursuant to the hourly rate applied by Strålfors from time to time. Changes must be agreed upon in writing between the parties to the Customer Assignment.

# 4 The Customer's Undertakings

The Customer shall perform the obligations stated in these Special Terms and Conditions as well as any undertakings other than those addressed herein which can be required of the Customer and are stated, for example, in the Customer Assignment or the SGTC.

#### **4.1 The Customer's Equipment: System Requirements**

Before entry into production of the Service, the Customer shall define, install, test and verify that the network and protocol communication requirements meet the requirements which are set out in the Customer Assignment.

The Service requires that the Customer has, and is responsible for, Internet access and browser in accordance with Strålfors' requirements applicable from time to time.

#### **4.2 User access**

Admission to the Service is provided by user name and password or other agreed identification which Strålfors provides for the Customer.

The Customer shall be responsible for all unauthorized use of user name and pass word giving access to the Service. The Customer shall also be responsible for any unauthorized use of the Service using the Customer's user name and password.

The Customer shall be responsible for instructing the users of the Service as well as for ensuring that user names and passwords are maintained strictly personal, that the users do not reveal user names and/or pass word to anyone or note these so that an outsider could understand their purpose or store notes regarding user names and/or password so that others may access them.

If the Customer suspects that any unauthorized person has gained access or knowledge of the user name or password, the Customer shall immediately notify Strålfors thereof. A revocation service is available through the customer support in accordance with section 1.4.

The Customer is responsible towards Strålfors for any and all use of the Service as well as for the data sent using the username and password. The customer agrees to indemnify and to hold Strålfors harmless for any and all costs and other damage caused to Strålfors as a result of any use of the Service using the user name and password or other agreed identification which Strålfors has provided to the Customer.

All content, data, texts, images etc. uploaded or provided by the Customer to Strålfors or to the Service shall constitute Content pursuant to the definition included in the SGTC and be covered by the terms regarding Content in the SGTC.

#### **4.3 Connection**

At start-up tests of connection to the Service shall be carried out.. The Customer shall ensure that all programs and connections according to the Customer Assignment are required for connection of the Service have been installed and tested at the time of entry in to production and that the Customer's employees having the necessary competence are present and available to Strålfors for the connection of the Service.

The Customer may begin using the Service only when Strålfors has received a complete, signed Agreement and the agreed tests have been performed and approved.

If the Customer does not fulfil its obligations pursuant to the plan for entry into production, Strålfors shall be entitled to hourly compensation for reasonable spent time in accordance with the Strålfors' price appendix applicable from time to time.

#### **4.4 Changes**

The Customer shall be entitled to demand changes to the Customer Assignment to the extent such changes concern options or changes to the Service. The parties shall agree upon any changes in writing and, if so required by the parties or when the extent of the change so necessitate, a new Customer Assignment shall be drawn up. Strålfors shall confirm the change by implementing it and by informing the Customer of the change. Strålfors shall charge the Customer for the change in accordance with the Strålfors price appendix applicable from time to time.

If the Customer wishes to change its connection to the Service, Strålfors must be informed thereof in sufficient time before the entry into force of the change so Strålfors, providing that Strålfors accepts the change, is able to perform the necessary measures. The Customer shall reimburse Strålfors' costs in connection herewith and pay charges and fees in accordance with Strålfors price appendix, applicable from time to time.

Strålfors reserves the right to implement changes to operating methods, technical specifications, systems, hours of business, structures etc. after having informed the Customer of such changes. If the change, in Strålfors assessment, will affect the Customer, Strålfors shall notify the Customer of the change before the implementation thereof. The Customer shall be given reasonable notice of such changes, taking into account the nature of the change.

#### **4.5 Production Documentation**

The Customer shall provide Production Documentation as agreed in the Customer Assignment and in accordance with the other documentation provided by Strålfors. The Customer shall be responsible for the timely delivery of the Production Documentation, as well as for that it is complete and accurate. The Customer shall also be responsible for ensuring that the Production Documentation reaches Strålfors.

If the Production Documentation is incomplete or inaccurate to the extent that Strålfors deems production to be impossible, Strålfors shall contact the Customer to allow the Customer to supplement the Production Documentation or to provide new Production Documentation. If Strålfors deems itself able to correct the inaccuracy of the Production Documentation, Strålfors shall be entitled to, but by no means obliged, to make such corrections against compensation in accordance with the Strålfors price appendix applicable from time to time. In this case, Strålfors shall not under any circumstances be held liable for any delays or errors which may occur.

#### **4.6 Customer Assignment**

The assignments covered by the Agreement are set forth in the individual Customer Assignment which is appended to the Agreement. If the Customer during the term of the Agreement wishes to add new Customer Assignments, and this would entail changes, which, in Strålfors' assessment, have an impact on the basis for agreed prices and terms and conditions of the Agreement, adjustment shall be made in a written supplemental agreement.

#### **4.7 Liaison**

The Customer shall appoint a person to function as liaison in respect to Strålfors. The Customer shall immediately inform Strålfors of any change of the liaison.

#### **4.8 Proofing**

Strålfors does not routinely perform any quality checks of uploaded material and shall not be held liable for written or image content of any material the Client has created and approved in the Service.

## **5 Shutdown**

Strålfors shall be entitled to shut down its production system for service and upgrades which, to the greatest extent possible, shall be scheduled at times that do not affect use of the Service. If possible, the Customer shall receive advance notice of any planned shutdown.

The Customer is aware that the Service may, from time to time, be unavailable as a result of planned and/or unplanned shutdowns for necessary service and maintenance of the Service and/or Strålfors' systems. Strålfors shall not be liable for any errors or delays during such shutdowns.

Strålfors shall ensure the existence of routines for making back-up copies.

To the extent the Customer's use of the Service causes technical or other problems for Strålfors or another customer, Strålfors reserves the right to limit the use of or to close the Service with immediate effect.

## 6 Terms of Payment

Connection of the service is invoiced in stages upon completion of each step, as agreed in closer detail in the Customer Assignment and in accordance with the agreed payment plan. Monthly fees are invoiced in arrears.

## 7 Liability

The SCTC contain applicable terms and conditions regarding liability. In the event of any defect, deficiency or delay in the performance of the Service, Strålfors' liability shall be limited to the compensation which the Customer in accordance with Strålfors' price appendix has paid to Strålfors for the Service for the billing period during which the Customer has encountered the defect, deficiency or delay.

If the Customer demands renewed production or investigation of an error the Customer suspects to be attributable to Strålfors, but which proves to be attributable to the Customer or where there is no error at all, Strålfors shall be entitled to compensation for the additional measures pursuant to Strålfors price appendix applicable from time to time.

## 8 Revocation

Strålfors may revoke the Customer's access to the Service with immediate effect, if:

- Strålfors reasonably suspects that unauthorized use;
- there reasonably is reason to suspect that the Customer will not fulfil its obligations to Strålfors;
- there have been ten (10) unsuccessful attempts to log in to the Service; or where there is other cause to reasonably suspect unauthorized use; or
- the Customer ceases to be a customer to Strålfors in respect to Strålfors' other services.

## 9 Publication of service-related documents, including Customer Terms and Conditions

On the websites stated below, are published, for each country, the technical manuals and other service-related documents as well as Customer Terms and Conditions, i.e. the Special Terms and Conditions for each service and the SGTC, each applicable from time to time. Service-related documents and Customer Terms and Conditions published in accordance with the list below are applicable in the country in which the Service is provided by Strålfors in the language in which the Agreement is drafted.

Denmark: [www.stralfors.dk/vilkaar](http://www.stralfors.dk/vilkaar)  
England: [www.stralfors.co.uk/terms](http://www.stralfors.co.uk/terms)  
Finland: [www.stralfors.fi/ehdot](http://www.stralfors.fi/ehdot)  
France: [www.stralfors.fr/conditions](http://www.stralfors.fr/conditions)  
Norway: [www.stralfors.no/vilkar](http://www.stralfors.no/vilkar)  
Poland: [www.stralfors.pl/warunki](http://www.stralfors.pl/warunki)  
Sweden: [www.stralfors.se/villkor](http://www.stralfors.se/villkor)