

General Terms and Conditions

on the provision of 1928D

1. Definitions

“**1928**” means the company 1928diagnostics AB, corporate identification number 556963-0824, Stena Center 1D, 412 92 Gothenburg, Sweden.

“**1928D**” means the 1928 owned online software platform, under the version provided from time to time, in which the Products are made available.

“**Access Point**” means the point or points at which 1928 connects the Service to a public electronic communications network, which may be through 1928’s website or any other mean designated by 1928.

“**Agreement**” means the agreement between 1928 and the Customer regarding the making available and provision of the Service by 1928 to Customer, including the Order Form, these Terms and any appendices and/or specifications.

“**Customer**” means the purchaser of the Services according to the Agreement.

“**Order Form**” means the order form specifying e.g. the Products, subscription model and price plan as purchased by the Customer.

“**Party**” or “**Parties**” means 1928 and the Customer or, when applicable, 1928 and User.

“**Products**” means the different software tools made available under 1928D. Currently, the Products include diagnostic products, such as 1928DSA, and infection control products. Additional products can be made available by 1928.

“**Result File**” means the output result from a User’s data input and analysis request through the Service.

“**Service**” means the online provision of the latest version of the 1928D.

“**Terms**” means these General Terms and Conditions.

“**User**” means a person within the Customer’s organization who is authorized by the Customer to use the Service.

2. Introduction

2.1 These Terms set out the terms under which 1928 makes available and provides the Service on the market. The Terms apply between 1928 and any Customer and/or User as regards that Customer’s/User’s use of the Service. By using the Service, a Customer and/or User shall be deemed to have accepted these Terms.

2.2 These Terms regulate, together with any other documents which form the Agreement (such as the Order Form), the rights and obligations between the Parties regarding the provision and use of the Service. In the event of any conflicts between these Terms and the information in the other documents which

form the Agreement, these Terms shall take precedence. No other general terms, such as those of the Customer, shall apply.

- 2.3 The Customer/User warrants that it is duly authorized to enter into the Agreement and to be bound by these Terms.
- 3. 1928's provision of the Service**
- 3.1 From the agreed start date, which shall at the latest be when the Customer logs in and starts using/activates the Service, 1928 will provide the Customer access to the Service through the Access Point in accordance with the Agreement. The Service is offered as a Software as a Service with the characteristics and features as described at 1928's homepage (changeable over time as further set out section 3.3 and 6 below).
- 3.2 Through 1928's provision of the Service, the Customer can give Users access to the Products set out in the Order Form. Through such Products, Users can perform powerful analysis and data comparisons and receive research support or clinical decision support from the Service (i.e. in the Result File).
- 3.3 The Service and the Products are provided according to the specification and /or manual of the applicable version description provided by 1928 from time to time, such as on 1928's homepage. The Services' and the Products' features and functions may change over time, such as in order to improve its performance and to fix bugs or for other reason (see further section 6 below).
- 3.4 Products which are made available marked as *diagnostic decision support* (and which are certified as such under relevant regulations, such as by CE marking) may only be used for clinical diagnostic purposes and as set out in the applicable specification/manual. For such Products, the quality of the Result File will conform with the specifications as set out in the applicable specification/manual.
- 3.5 Products which are not marked as diagnostic decision support as set out in section 3.4 above, and which may be marked as *research support* or similar, are solely provided and may only be used as research support and for research purposes – such Products may not be used for clinical or diagnostic purposes or the like. Products provided for research support are provided in a developmental status and may contain bugs or errors - 1928 explicitly makes no claim that the Service will be without error in this regard or that the quality of the Result File will conform with any specifications/manuals or be held at a certain level.
- 3.6 The Result File will be provided to the Customer as soon as possible after the Customer has uploaded data to the Service, but delivery time may vary depending on different factors such as the size of the relevant data file, the speed of data transfer, the complexity of the analysis etc. 1928 makes no warranties of any kind for a specific time for delivery of the Result File to the Customer but the Customer will only be charged (if applicable) for Result Files delivered within a reasonable time. The Customer is encouraged to contact 1928 should the Customer have any issues with the delivery of a Result File.

3.7 1928 makes no warranties of any kind, either express or implied, other than those set out in the Agreement. For example any statements in brochures and advertisements are merely aspirational descriptions and do not contain any assurance of properties or guarantees.

4. Customer's use of the Service

4.1 Subject to the provisions of the Agreement, the Customer is granted a limited, non-exclusive, non-transferable right to use the Service within the Customer's business/organization. The Customer may at all times only use the Service in accordance with 1928's written instructions from time to time.

4.2 The Customer is responsible for the communication between the Customer and the Access Point as well as for having the equipment and software necessary, as specified by 1928, to use the Service.

4.3 The Customer shall specify which Users that may use the Service, by e.g. assigning user accounts within the Service to such Users, and shall immediately notify 1928 if such a person is no longer authorized to use the Service. The Customer is responsible for such Users' use of the Service by its Users as if it was the Customer's own, meaning inter alia that such Users may make binding purchases of analyses on behalf of the Customer.

4.4 The Customer shall ensure that log-in information, security methods and other information provided by 1928 for access to the Service are handled confidentially and shall notify 1928 immediately in the event of unauthorised access to information in accordance with this clause 4.4. The Customer may not resell or reassign login details to the Service.

4.5 The Customer may not copy, reverse engineer, decompile or disassemble code that is included in the Service. The Customer shall ensure that all data which is imported to the Service by the Customer is free from viruses, trojans, worms or other malicious code and that the data otherwise cannot interfere with the Customer's system or the Service.

4.6 1928 will continuously work to enhance the security of the Service for it to provide adequate security measures. It is however the Customer's sole responsibility to ensure that it has the full and lawful right to use the Service, including to transfer submitted data into the Service and ensure that that such data is in a de-identified format. The Customer may only use the Service as permitted under applicable legislation and the Customer is liable for and shall indemnify and hold 1928 harmless for and against any claims due to Customer's non-compliance with such law.

4.7 The Customer is responsible for back up of its data. 1928 undertakes no responsibility to restore data, should there be any loss of data either on the Customer's or 1928's side.

5. Fees and payments

- 5.1 In consideration of 1928's performance of the Service, the Customer shall pay applicable fee in accordance with 1928's current price list. Unless otherwise is agreed, such as by choosing a subscription price plan in the Order Form, the fees are calculated on a fee per analysis basis and additional work or costs are specified in the price list. The fees are exclusive of VAT, other taxes and duties, and charges.
- 5.2 1928 may revise the price list from time-to-time. The revised price list will apply within 60 days from publication or from the start of a new subscription period, if earlier.
- 5.3 Fees calculated on a fee per analysis basis are invoiced monthly in arrears – subscription fees are invoiced in advance and in accordance with the stated subscription interval. Payment shall be made within 30 days of the date of the invoice.
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- 5.5 In event of a delay in payment, default interest and other compensation shall be paid in accordance with law. 1928 may also suspend access to the Service until payment is made of all amounts due and outstanding.

6. Changes to the Service

- 6.1 1928 may, without prior notification to the Customer, make changes to the Service or the method of providing it, which evidently may not cause the Customer more than minor insignificance. 1928 may also without prior notification make changes in the Service in order to comply with laws and regulations, to protect the Service and for other security related purposes.
- 6.2 1928 may make other changes to the Service or the method of providing it than those set out in clause 6.1, three (3) months after notifying the Customer to this effect. The Customer may, at the latest when such change enters into force, terminate the Service with effect from the date the change enters into force, or such later day specified in the notice of termination, albeit not later than 3 months from the date the change entered into force.

7. Restricted access to the Service

- 7.1 If the provision of the Service results in a risk of more than insignificant damage to 1928 or any of 1928's customers, 1928 may immediately block or restrict access to the Service to the extent 1928 deems justified. 1928 may also immediately block or restrict access to the Service if 1928 considers that the Customer or its Users have acted in breach of the Agreement. The Customer shall be informed if access is blocked or restricted.
- 7.2 Although 1928 strives to keep the Service available at all times, downtime may occur and 1928 shall be entitled to take measures that affect the accessibility

where 1928 deems such to be necessary for technical, maintenance, operational, or security reasons. 1928 shall notify the Customer of any planned significant measures and, if possible, undertake them outside of normal office hours. Customer is aware and accepts that maintenance, upgrades, bugs and other planned or unplanned causes or circumstances can lead to interruptions in the Services.

8. Duration and termination of the Agreement

- 8.1 Unless otherwise agreed in writing, the Agreement shall enter into force when the Customer starts using/activates the Service.
- 8.2 After commencement and unless otherwise agreed in writing, the Agreement shall remain in force for an indefinite term until terminated by either of the Parties giving to the other Party not less than three (3) months written notice to that effect. However, subscription plans shall remain in force for the stated subscription interval (e.g. twelve (12) months) and shall be automatically renewed for equal time periods at a time unless terminated by either Party giving three (3) month's written notice to the end of the current term.
- 8.3 Without prejudice to any remedy it may have against the other Party for breach or non-performance under this Agreement, either Party shall have the right to terminate the Agreement with immediate effect:
- (a) if the other Party should commit or permit a breach or non-performance of material importance to the other Party and should fail to remedy such breach or non-performance within thirty (30) days after receipt of written notice; or
 - (b) if the other Party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganisation proceedings or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership.

For the avoidance of doubt, the above means that 1928 shall have the right to terminate the Agreement with immediate effect if the Customer uses the Service in breach of these Terms. Further, notice of termination for reason set out in this section 8.3 shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved Party.

9. Intellectual property rights and rights to data

- 9.1 1928 own all rights, including intellectual property rights, to 1928D, the Service, the Products and any software included in any of these.
- 9.2 The Customer retains all ownership rights of the data uploaded to the Service and the Result File. Regardless of this, 1928 shall have the right to:
- (a) use the data submitted to the Service by the Customer in order to provide the Service and the Products, including producing a Result File, store, alter and change user data, uploaded data file and Result File in order to per-

form analyses, quality checks or technical verification of the system, and in order to develop the Service, and

- (b) store, use and aggregate the data submitted to the Service by the Customer (e.g. uploaded raw data, processed data and result data) after such data has been anonymized by 1928, whereafter 1928 may use such anonymised data freely. Such anonymised data will be the sole property of 1928.

10. Confidentiality

- 10.1 Each party undertakes not to disclose, without limitation in time and without the other party's consent, to a third party, any information regarding the other party's business that may be considered a business or professional secret or which according to law is subject to a duty of confidentiality. The confidentiality obligation does not apply when a party is required to disclose such information by law, court or government order or binding stock exchange regulations. Where a party is required to disclose information in such way, it shall notify the other party prior to disclosure. A party shall ensure that its personnel and/or subcontractors adhere to equivalent confidentiality provisions.

11. Limitation of liability

- 11.1 The Service and the Result File may only be used as intended and, unless otherwise explicitly stated, may not be used for the preparation of diagnoses, including but not limited to in vitro diagnosis (IVD). The Customer shall bear full responsibility for, and 1928 shall at no times be liable for, its use of the Service and the Result File, including but not limited to the results thereby intended or achieved.
- 11.2 In the event of a fault in the Service, 1928 shall, if possible, remedy the fault with the urgency required by the circumstances. If the fault is manifested in the Result File, 1928 shall, if possible, deliver a new and corrected Result File. If 1928 nevertheless cannot remedy the fault within a reasonable time from the Customer's notification of the fault, the Customer shall as an exclusive remedy be entitled to a reasonable reduction of the fees for the affected parts of the Service.
- 11.3 1928 shall at no times be liable for any consequential, incidental, punitive or indirect damages, including loss of data, loss of profits, goodwill, business opportunity or reputation under or in connection with the Agreement.
- 11.4 1928's liability for direct damages under or in connection with the Agreement shall at all times, to the extent permitted by law, be limited to the fees paid by the Customer for the relevant analysis.
- 11.5 The Customer may only claim damages under the Agreement if such claim is made in writing within three (3) months after the damage occurred.

12. Force majeure

- 12.1 If a party is prevented from fulfilling its obligations under the Agreement due to a circumstance beyond the party's control, including but not limited to lightning strike, labour dispute, fire, natural disaster, changes in regulations, governmental actions and/or a failure or delay in services provided by a subcontractor due to a circumstance stated herein, then this shall constitute a ground for release resulting in an extension of the deadline for performance and release from damages and other remedies. If the performance of the Service in substantial respects is prevented for a period exceeding three (3) months due to a circumstance stated herein, either party shall have the right to terminate the Agreement in writing, without incurring any liability for compensation.

13. Changes to the Agreement

- 13.1 1928 may revise these Terms from time-to-time. Revised Terms will apply to the use of the Service 30 days from 1928's notification to the Customer of the change or when the Customer has accepted the revised Terms, if earlier.

14. Miscellaneous

- 14.1 If any provision of the Agreement is held to be invalid or unenforceable by any competent court, authority or arbitral tribunal, the remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law, and the Parties shall negotiate any necessary changes to the Agreement to maintain the spirit, framework, structure and operation of the transactions contemplated by the Agreement.
- 14.2 The Agreement contains the entire agreement between the Parties with respect to the subject matter of the Agreement, and supersedes all previous and contemporaneous negotiations and understandings between the Parties in relation thereto, whether written or oral.
- 14.3 The Customer may not assign nor transfer any part of its rights or obligations under the Agreement without the prior written consent of 1928. 1928 may assign or transfer the Agreement to another company in the same group as 1928 or to any purchaser of 1928's operations.

15. Governing law and disputes

- 15.1 The Agreement, including this section 15, shall be governed by and construed in accordance with the laws of Sweden.
- 15.2 Any dispute, controversy or claim arising out of, or in connection with, the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the institute – taking into account the complexity of the case, the amount in dispute and other circumstances – determines, in its discretion, that the Arbitration Rules of

the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the institute shall also decide whether the arbitral tribunal shall be composed of one or three (3) arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English (unless otherwise agreed by the Parties).

- 15.3 All arbitral proceedings conducted pursuant to clause 15.2, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the Party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing Parties.
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