

## GENERAL TERMS AND CONDITIONS

*These General Terms and Conditions, including any sub-appendices hereof and other documents referred to in these General Terms and Conditions, shall constitute an integrated part of the agreement between ideation360 and any entity or company using ideation360's Services, regardless of if the company or entity uses the free version of the Services or a subscription version (Bronze, Silver or Gold).*

### Definitions

"Affiliates" mean any entity which now are hereafter, directly or indirectly, controls, is controlled by, or is under common control with, Company, where "control" means ownership of at least fifty per cent (50%) of the outstanding shares or securities (representing the right to vote for the election of directors or other managing authority).

"App" shall have the meaning as defined in section 1.1.

"Agreement" means the agreement between Company and ideation360 including these General Terms and Conditions, any sub-appendices thereof and other documents referred to in these General Terms and Conditions.

"Confidential Information" means (a) any trade secrets related to the Service and (b) all other information which is disclosed by ideation360 or Company (hereinafter referred to as the "Disclosing Party") to the other Party (hereinafter referred to as the "Receiving Party") orally, electronically, visually, or in a document or other tangible form or medium, which is either identified as or should be reasonably understood to be confidential and/or proprietary.

"Company" means the company or entity which enters into this Agreement regarding the use of ideation360's Services.

"Company Content" means content that has been submitted through the App or Platform by Company or Authorized Personnel.

"Authorized Personnel" means a Company employee or consultant selected by Company to gain access to the Service as an ideator or administrator or in any other capacity.

"Fee" means the fee to be paid by Company for the Service.

"Intellectual Property Rights" means any and all intellectual property rights including – but not limited to – (a) patent rights and patent applications; (b) rights associated with works of authorship including copyrights and mask work rights and registrations; (c) rights relating to the protection of trade secrets and confidential information; (d) moral rights; (e) trademarks; (f) any right analogous to those set forth herein and any other proprietary rights relating to

intangible property; and (g) divisions, continuations, renewals, reissues, and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

"Party" and "Parties" refers to Company and ideation360 individually and jointly.

"Platform" shall have the meaning as defined in section 1.1.

"Service" shall have the meaning as described in section 1.1.

### 1. Background

1.1 Innovation 360 Group AB, org nr 556990-0904 (ideation360's parent company) is the developer and owner of a web-based idea management tool including any versions thereof (language versions etc.). The idea management tool consists of a software application ("App"), web-based content and a user management platform ("Platform") which can be used by companies and organisations for idea management. The idea management tool, the App, Platform and all software related thereto is hereinafter referred to as the **"Service"**. ideation360 has the right to sublicense the Service on the terms and conditions provided in the Agreement.

1.2 The App can be downloaded from various digital platforms such as Apples App Store and Google play and other similar platforms. The Platform is accessed by logging in to the ideation360 website with a personal login created by the Company or the Authorized Personnel. The App is accessed by downloading the App and logging in with the personal login created by the Company or the Authorized Personnel.

1.3 Authorized Personnel can manage and use the Service through the App and/or the Platform.

1.4 Company guarantee that the information stated in the ideation360 Enterprise Agreement concerning company registration number, VAT, address etc. and that company information and billing information etc. entered into the Service is true and accurate.

Company is obliged to inform ideation360 without undue delay of any changes in such information.

## 2. License Grant

- 2.1 Subject to the terms of this Agreement ideation360 hereby grants Company a non-exclusive, non-transferable, non-sublicensable, limited license to use the Service for Company's idea management process. The Service licensed under this Agreement may not be used by any other entity than Company or for any other purpose. For the avoidance of doubt: Company is strictly prohibited from using the Service or parts thereof outside permitted use.
- 2.2 Access to the Service and to the content, web pages, software and other features of the Service, including, but not limited to, software, text and logos under this Agreement is provided to the Company and its Authorized Personnel personally. Company, or the Authorized Personnel may not provide other persons or entities access to the Service and related materials unless explicitly stated in the Agreement, or if ideation360 has provided its prior written consent.
- 2.3 Company is responsible for the Authorized Personnel's use of the Service under this Agreement and applicable laws as its own use of the Service.
- 2.4 Company's right to use the Service furthermore include an obligation for Company and Authorized Personnel to comply with all, if any, reasonable instructions and guidelines issued from time to time by ideation360 (including Terms of Use, <https://ideation360.com/terms-of-use/>) during the term of the Agreement in relation to the Service. Company acknowledges that ideation360 reserves the right to discontinue an Authorized Personnel's use of the Services if the Authorized Personnel violates such instructions and/or guidelines.
- 2.5 Except as permitted by this Agreement, Company shall not:
  - a) translate or adapt the Service for any purpose except for creating Company Content, nor arrange or create derivative works thereof;
  - b) copy, modify or in any other way change or alter the Service, nor allow anyone else to do so;
  - c) transfer or distribute (whether by license, loan, rental, sale or otherwise) all or any part of the Service to any other person or entity;
  - d) make, nor permit others to make, any further copies of the Service; or
  - e) itself or permit others to decompile, reverse-engineer, disassemble, modify or in any other way

change or alter the Service, the source code, or any part thereof.

## 3. Fees and Payment

- 3.1 All Fees for the Services shall be paid monthly or quarterly in advance.
- 3.2 ideation360 utilizes a third-party payment service, DIBS, for payments. DIBS's systems are approved by all larger banks and are certified by VISA and MasterCard in accordance with PCI DSS standards to ensure payment transactions of the highest security.
- 3.3 The Company undertake to provide ideation360 with accurate and correct information and give ideation360 the permission of sharing given information with DIBS. ideation360 makes no warranty and assumes no responsibility whatsoever regarding the performance, functionality, reliability and similar in relation to DIBS's services.
- 3.4 If Company fail to pay any Fees on the date due for payment, ideation360 shall provide Company written notice by mail of Company's failure to pay such Fee. If Company fails to pay such amount within thirty (30) days of its receipt of such written notice, ideation360 may terminate this Agreement immediately without further notice. Upon termination, the licenses granted by ideation360 to Company under this Agreement will automatically expire. In addition to any other remedies available under this Agreement or according to applicable law, ideation360 shall in event of Company's delay with any payment hereunder, be entitled to:
  - a) immediately suspend performance of all services under this Agreement or otherwise in relation to Company until full payment has been received; and
  - b) receive all costs of collection plus interest on all unpaid amounts, calculated at an annually rate equivalent to the current EURIBOR (1 month) plus eight (8) per cent.
- 3.5 The amounts payable to ideation360 pursuant to the Agreement are exclusive of any taxes (including withholding taxes), duties or governmental charges and Company's payment of license fees shall be made free and clear without deduction for any and all present and future taxes (including withholding taxes), duties or governmental charges imposed by any taxing authority.

3.6 Company shall pay any and all applicable banking and transactional fees (e.g. wire transfer fees etc.) that may be associated with the payments of Fees.

#### **4. Confidentiality**

4.1 Company shall not disclose Confidential Information to any third party.

4.2 The obligations set forth under Article 4.1 above shall not apply in with regard to information that:

- a) is or becomes known by the Receiving Party without an obligation to maintain its confidentiality (as evidenced by Receiving Party's written records);
- b) is or becomes generally known to the public through no act or omission of Receiving Party;
- c) is independently developed by the Receiving Party without use of the Confidential Information (as evidenced by Receiving Party's written records); or
- d) is required to be disclosed by law, order or regulation or governmental agency or court of competent jurisdiction.

4.3 The obligations set forth under this Article 4 shall continue for as long as the Confidential Information is of value to Disclosing Party. Notwithstanding the foregoing the failure of obligations under this Article after 10 (ten) years from the date of disclosure shall not constitute a breach of this Agreement.

#### **5. Ownership of Service**

5.1 Company hereby acknowledges and agrees that ideation360 (or its licensors) owns all legal right, title and interest in and to the Services provided by ideation360, including, without limitation, any Intellectual Property Right or other proprietary rights such as trademarks, copyrights, patents and design patents, which subsist in the Services (whether such rights are registered or unregistered, and wherever in the world those rights may exist). As between Company and ideation360, all materials on ideation360's website, the Platform and the App, including, but not limited to, graphics, user and visual interfaces, images, software, applications, and text, as well as the design, structure, selection, coordination, expression, "look and feel", and arrangement of the Service and its content (except for any Company Content), and the domain names, trademarks, service marks, proprietary logos and other distinctive brand features found on the Service, are all owned by ideation360 or its licensors.

5.2 Nothing in the Agreement shall be interpreted to mean that the aforementioned rights, or part thereof, are transferred to the Company.

#### **6. Company Content**

6.1 All Company Content shall be the property and responsibility of Company and ideation360 will under no circumstances have any responsibility for or right to use such content for any other purpose than as set out in this Agreement.

6.2 Ideas and content (however not e-mail addresses) submitted by third parties through ideation360's service iFrame will also the property of Company and ideation360 shall under no circumstances have the right to use such content for any other purpose than as set out in this Agreement.

#### **7. Privacy Policy and Data Processing**

7.1 ideation360 may collect, store and use personal data in accordance with ideation360 <https://ideation360.com/faq-2/> . The Privacy Policy is an integral part of this Agreement.

7.2 Company is the "controller", as defined by the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("the GDPR"), of any "personal data", relating to Authorized Personnel submitted or entered into the Platform or App by Company, Authorized Personnel, or by ideation360 on behalf of Company.

7.3 It is Company's responsibility to ensure that collection and processing of data relating to Authorized Personnel is done in accordance with applicable law.

7.4 If Company is required under the GDPR to enter into a contract, or other binding legal act under EU or Member State law, with Company's data processors, Appendix A shall apply between ideation360 and Company. ideation360 will not process personal data of any Authorized Personnel for other purposes or by other means than instructed by Company or to perform the Services to Company.

7.5 Ideation360 is the controller of any and all personal data submitted to the Platform through ideation360's service iFrame, which enables individuals, not being Authorized Personnel, to submit ideas and other information to the Company through a web-based questionnaire.

## 8. Warranty

8.1 ideation360 warrants, as of the Effective Date, that the rights granted to the Company under the Agreement do not, to ideation360's knowledge, infringe upon the rights of any other person or entity.

## 9. Limited Warranty

9.1 Other than what is expressly stated in this Agreement, ideation360 and its licensors disclaim any and all other warranties, express or implied, relating to the Services, including without limitation any implied warranties of merchantability, fitness for a particular purpose, or arising from a course of dealing, usage or trade practice. ideation360 specifically disclaims any warranty that the operation of the Service will be uninterrupted or error free.

9.2 Further, ideation360 makes no representations or warranties whatsoever, and shall have no liability whatsoever, with respect to the accuracy, dependability, privacy, security, authenticity or completeness of data transmitted over the internet, or any intrusion, virus, disruption, loss of communication, loss or corruption of data, or other error or event caused or permitted by or introduced through the internet or the servers upon which the services are provided. Company is solely responsible for implementing adequate firewall, password and other security measures to protect Company's systems, data and applications from unwanted intrusion, whether over the internet or by other means.

## 10. Company Indemnification

10.1 Company shall defend, indemnify, and hold harmless ideation360, its affiliates and partners, and its and their respective employees, contractors, agents, officers, and directors, and end users from and against any actions, losses, claims, demands, liability, damages, costs and expenses, including reasonable attorneys' fees, arising out of:

- a) Company's and its Authorized Personnel's use or misuse of the Service;
- b) Company's breach of the Agreement including, but not limited to, a claim that Company Content infringes any third party's intellectual property rights, including but not limited to patents, trademarks, design rights or copyrights; provided that (i) ideation360 gives Company prompt written notice of the claim, (ii) ideation360 permits Company sole control over the defense and settlement of the claim, and (iii) ideation360 reasonably cooperates with Company in the defense and/or settlement of the claim.

c) Company's violation of any applicable law or regulation.

10.2 Company's obligation under this section 10 include claims arising out of acts or omissions by Authorized Personnel and any other person who gains access to the Services as a result of Company's failure to use reasonable security measures.

## 11. Limitation of Liability

11.1 Except for what is stated in section 12, ideation360's and its licensor's cumulative liability to Company and all other parties for any loss or damages under this Agreement shall not exceed the total fees paid by Company during a period of three (3) months immediately preceding the date on which the event giving rise to the claim occurred or the pro rata equivalent if the recurrence period is annual.

11.2 Except as required by law in no event will ideation360 be liable to Company, for any special, indirect, incidental, punitive, exemplary, reliance, or consequential damages of any kind, including, but not limited to, compensation, reimbursement or damages in connection with, arising out of, or relating to, the use, or loss of use of, the Services, loss of profits, loss of goodwill, loss of data or content, cost of procurement of substitute goods or services, subsequent or other commercial loss, or for any other reason of any kind, whether based on contract or tort (including, without limitation, negligence or strict liability), even if ideation360 has been advised of the possibility of such damages.

## 12. ideation360 Indemnification

12.1 The limitation of liability in Section 11 shall not apply if

- a) ideation360 have caused the damage or loss through gross negligence or willful misconduct or
- b) a claim that the Services as provided by ideation360 under this Agreement infringe any intellectual property rights, including but not limited to patents, trademarks, design rights or copyrights of a third party; provided that (i) Company give ideation360 prompt written notice of the claim, (ii) Company permit ideation360 sole control over the defense and settlement of the claim, and (iii) Company reasonably cooperate with ideation360 in the defense and/or settlement of the claim.

## 13. Marketing and PR

13.1 Directly following execution of this Agreement ideation360 shall have the right to refer to Company

as a Company of ideation360's in its marketing activities and in its marketing material, for example on its webpage, and in connection therewith use the logotype and trademark of Company.

#### **14. Support and Updates**

14.1 ideation360 will use commercial reasonable efforts to keep the Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions.

14.2 In the event that the Company experience technical problems with the Service, ideation360 shall be notified through this email address [info@ideation360.se](mailto:info@ideation360.se) for support. Support is offered to Company and Authorized Personnel solely for technical problems and not for problems relating to Company Content.

14.3 ideation360 shall respond to a notification of a technical problem as soon as possible but no later than within two business days from receiving the notification.

14.4 Company may suggest updates of the App and/or Platform during the term of this Agreement, which ideation360, at their sole discretion can choose to implement if deemed feasible by ideation360. In such case, no additional cost will be charged for such updates. In the event that ideation360 chose not to implement a certain update suggested by Company as described above, Company may ask ideation360 to develop such update at Company's own expense. ideation360 shall have no obligation to develop any updates but should ideation360 accept such request from Company, the parties shall make a separate written agreement regarding the development of such update which will regulate price, the time plan and payment conditions for the delivery of such update and penalty for any delayed delivery of such update in relation to the agreed time plan. Any such update developed at the Company's expense shall be owned by the Company and ideation360 shall not have any right to use such update for any other purpose than as set out this Agreement, unless otherwise agreed between the Parties. ideation360 has no obligation to support, upgrade, or update the Service or to provide all or any specific content through the Service, except as set out in the Agreement.

#### **15. Term**

15.1 This Agreement is valid for as long as Company in due time pays the Fees for Company's subscription and it

is not terminated according to the provisions in this Agreement.

#### **16. Premature termination**

16.1 The Agreement may be terminated by either Party immediately in case:

- a) the other Party commits a material breach of any provision of the Agreement; or;
- b) the other Party commits a non-remedial material breach of any provision of the Agreement; or;
- c) the other Party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

16.2 Notwithstanding the forgoing, ideation360 may terminate this Agreement at any time, upon 30 days prior written notice (Termination for Convenience).

#### **17. Consequences upon Termination**

17.1 In the event of termination of the Agreement, Company's right to use the Service shall automatically expire upon the day of termination. Within thirty (30) days from the day of termination, Company shall:

- a) destroy all copies of Service from all computer systems and storage media and return to ideation360 any and all material relating to the Service and copies of the documentation, including manuals, signs and all other such material provided hereunder; and
- b) certify in writing that Company has complied with the obligations hereunder.

17.2 Notwithstanding the above, Company shall have the right to receive a copy of its Company Content, including iFrame content, stored by ideation360 and ideation360 shall within reasonable time delete all such content from its servers and records after confirmation from Company of receipt of the copy of Company Content. Ideation360 may, however, keep a copy of the Company Content, including iFrame-content, if ideation360 believes, in its sole discretion, that ideation360 need access to Company Content in order to protect its rights under this Agreement or towards any third party, or comply with applicable law..

17.3 All provisions that by their nature are intended to survive expiration or termination of the Agreement shall survive expiration or termination of the Agreement.

## 18. Miscellaneous

18.1 This Agreement contains the entire agreement between Company and ideation360 relating to the subject matter explicitly set forth herein and supersedes all prior or contemporaneous understandings regarding the subject matter.

18.2 The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18.3 Neither Party hereto shall be responsible or liable in any way for failure, delay or omission carrying out the terms of this Agreement resulting from any cause or circumstance beyond its reasonable control and which could not have been foreseen, including, but not limited to, fire, flood, other natural disasters, war, labour strike, interruption of transit, terrorist acts, accident, explosion, civil commotion, and acts of any governmental authority, provided, that the Party so affected shall give prompt notice thereof to the other. No such failure, delay or omission shall terminate this Agreement, and each Party shall complete its obligations hereunder as promptly as reasonably practicable following cessation of the cause or circumstance of such failure or delay, provided, however, that if any of the above conditions continues to exist for more than three (3) months after the date of any notice given with regard thereto, either Party may terminate this Agreement forthwith upon written notice to the other Party. In such case no Party shall have any liability to the other Party. This provision does not relieve either Party of its obligation to make payments then owing.

18.4 Company may not assign, sublicense or otherwise transfer any of its rights or obligations under this Agreement, without the prior written consent of ideation360.

18.5 ideation360 may assign or otherwise transfer any of its rights or obligations under this Agreement to a third party, without the prior written consent of Company, provided that the assignee agrees that all of the assigned obligations under this Agreement shall be fully binding upon such assignee.

## 19. Governing Law and Disputes

19.1 This Agreement will be governed by the laws of Sweden and the choice of law rules of any jurisdiction

19.2 shall not apply. Any dispute, controversy or claim arising out of or in connection with this 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 SCC Institute). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC 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 SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The place of the arbitration shall be Stockholm, Sweden. However, ideation360 may file claims for payments of Fees or injunctive relief in any court of competent jurisdiction.

19.3 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the prior consent by the other Party.

## Appendix A

### DATA PROCESSING AGREEMENT

This Data Processing Agreement (the “**DPA**”) is between the Company (as defined in the General Terms and Conditions) (“**the Controller**”) and Innovation360 Group Ideation Solution AB, organization number 559097-2906 with primary place of business at Olof Palmes gata 13, 111 37 Stockholm (“**the Processor**”).

1. **Scope of the Agreement.** For the provision of products or services to the Controller, the Controller and the Processor has entered into a main agreement (“**the Agreement**”), under which the Processor will process Personal Data on behalf of the Controller. This DPA sets out the respective responsibilities of each party in relation to the Personal Data processed under the Agreement, and will be valid for the duration of the Agreement.

#### 2. Definitions.

2.1. “**Personal Data**” means all kinds of information relating to an identified or identifiable person, as defined by the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“**the GDPR**”).

2.2. “**Process**” or “**Processing**” means any operation or set of operations upon Personal Data as defined by the GDPR.

3. **Categories of data subjects.** The categories of data subjects Processed under the scope of the DPA will be the Controller’s:

- current employees (and other personnel, such as temporary staff) and
- consultants.

4. **Types of Personal Data.** The types of Personal Data Processed under the scope of the DPA includes:

- full name
- business contact info (such as phone, email, title and address),
- department,
- content submitted in the App and/or Platform by Authorized Personnel (see definitions in General Terms and Conditions), and
- content and mailaddress submitted by individuals through iFrame.

5. **Responsibility and instructions.** The Controller shall determine the purposes and means of the Processing of Personal Data in connection with the Agreement. The Controller is responsible for issuing instructions to the Processor regarding the Processing of Personal Data, and the Processor shall

only Process such Personal Data in accordance with the terms of the Agreement, this DPA and the from time to other given instructions provided by the Controller. If the Processor thinks that an instruction is not compliant with the GDPR, it shall point this out to the Controller without delay.

6. **Support and information.** The Processor shall provide the Controller with cooperation and assistance in relation to handling requests relating to data subjects’ rights, and otherwise support the Controller in fulfilling its obligations by providing information and support when requested by the Controller.

7. **Security and secrecy.** The Processor shall take appropriate technical and organizational measures to protect the Personal Data Processed under this DPA, especially taking article 32 of the GDPR into account.

The Processor shall permit any audit that a supervising authority or the Controller may require in order to ensure that the Processor fulfills its obligations under the DPA.

Only employees, consultants and other personnel of the Processor that need to have access to the Personal Data in order for the Processor to fulfill its obligations under the Agreement shall have access to the Personal Data, and such personnel shall be bound by suitable confidentiality undertakings.

8. **Use of subprocessors.** Subject to this Section 8, the Controller hereby authorizes the Processor to use subprocessors for hosting and Processing of Personal Data solely for the purpose of meeting the obligations under the Agreement.

The Processor shall ensure that all subprocessors are subject to written agreement(s) that implements the same obligations as the Processors’ obligations vis-à-vis the Controller, as set out in this DPA. Supplier is fully responsible for any failure of any subprocessor to comply with the obligations relating to Processing of Personal Data under this DPA.

The Processor may decide to remove, replace or appoint additional suitable and reliable subprocessors provided that the terms of this Section 8 are observed at all times. The Processor shall provide the Controller with a notification in writing of a new subprocessor(s) before authorizing any new subprocessor(s) to Process Personal Data under the scope of the Agreement, and the Controller has a right to object to the use of a new subprocessor. The processor will maintain a list of subprocessors and will provide a copy of that list to the Controller upon request.

9. **Third country transfers.** The Processors and its subprocessors shall not Process or transfer Personal Data outside of the EU or the EU Approved Countries without a written mandate from the Controller.

10. **Indemnity.** Subject to the limitations set forth in the Agreement, the Processor shall keep the Controller harmless in the event that the Processor incur damage that is directly or indirectly attributable to the Processors' Processing of Personal Data in violation of this DPA.
  11. **Termination of the Agreement.** Upon termination of the Agreement, the Processor shall return and/or delete all Personal Data Processed under the DPA, as advised by the Controller.
  12. **Governing law and Disputes.** Provisions on governing law and disputes in the Agreement shall apply in this DPA.
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