

Services agreement

Effective Date: 1 October 2026

This Agreement is made between:

THE PROVIDER

Example Software AB

Org. no. 556000-0000

Storgatan 1, 411 00 Gothenburg

THE CLIENT

Sample Freight Ltd

Company no. 000000000

1 Test Street, Testville

1. Definitions

- 1.1 "Services" means the development, hosting and support of the Client's delivery-tracking application described in Schedule 1.
- 1.2 "Business Day" means a day other than a Saturday, a Sunday or a public holiday in Sweden.
- 1.3 Headings are for convenience only and do not affect how this Agreement is read.

2. Term

- 2.1 This Agreement starts on the Effective Date and runs for twenty-four months.
- 2.2 It renews for further periods of twelve months unless either party gives written notice at least ninety days before the end of the current period.

3. Services

- 3.1 The Provider shall perform the Services with reasonable skill and care, in line with good industry practice, and through personnel who are suitably qualified.
- 3.2 The Provider shall keep the application available 99.5 per cent of each calendar month, measured as set out in Schedule 2, excluding maintenance announced five Business Days ahead.
- 3.3 Changes to the Services are agreed in writing through the change procedure in Schedule 3.

4. Fees and payment

- 4.1 The Client shall pay the fees set out in Schedule 4, monthly in arrears, within thirty days of the date of each invoice.
- 4.2 Fees are exclusive of value added tax, which the Client pays at the rate in force.
- 4.3 Late payments carry interest at the reference rate of the Riksbank plus eight percentage points.

5. Intellectual property

- 5.1 Each party keeps the rights it owned before the Effective Date.
- 5.2 Rights in work made for the Client under this Agreement pass to the Client when it has been paid for. The Provider keeps its general tools and know-how.

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6. Confidentiality

- 6.1 Each party shall keep the other's confidential information secret and use it only to perform this Agreement.
- 6.2 This clause survives the end of the Agreement for five years.

7. Data protection

- 7.1 Where the Provider processes personal data for the Client, it does so as processor under the data processing agreement in Schedule 5, which forms part of this Agreement.

8. Liability

- 8.1 Neither party is liable for indirect loss, loss of profit or loss of data, except in the case of gross negligence or wilful misconduct.
- 8.2 Each party's total liability in a contract year is limited to the fees paid in that year.

9. Termination

- 9.1 Either party may terminate this Agreement with immediate effect if the other commits a material breach and does not remedy it within thirty days of written notice.
- 9.2 On termination the Provider shall hand over the Client's data in a common machine-readable format and then delete it.

10. Governing law and disputes

- 10.1 This Agreement is governed by Swedish law.
- 10.2 Disputes are finally settled by arbitration under the Rules for Expedited Arbitrations of the SCC Arbitration Institute, seated in Gothenburg.

Signed by the parties on the dates written below their signatures.

For Example Software AB

For Sample Freight Ltd