
COMPLIANCE

General Terms and Conditions

The legal baseline. Sets the framework for the customer relationship, including responsibilities, delivery terms, limitations, and how the service is governed.

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Any deviation, clarification or supplement to these general terms and conditions (“Terms”) shall be agreed in the Main Agreement in order to be valid. In case of any conflicting terms between the Main Agreement and the schedules, including these Terms, the Main Agreement shall take precedence. In case of conflicting terms between the schedules, they shall take precedence in the order which they are listed in the Main Agreement. However, the DPA shall always take precedence in respect of processing of the Customer’s personal data on behalf of the Customer.

The Parties undertake to perform all their respective obligations in accordance with the Agreement, as set out herein.

1. Definitions

The following terms and expressions shall in this Agreement when capitalized have the meanings assigned to them in this Section 1.

Agreement means the Main Agreement for the Safespring Services to which these Terms are an annex, and any other annexes or agreement documents referred to in the Main Agreement.

Customer means the legal entity that has entered into the Agreement with Safespring. Also referred to as “Party”.

Customer Systems means the IT system(s) and facilities used by Customer to receive and use the Service at and from the Service Access Point, including all relevant computer systems and locations and any other equipment, software, hardware, internet-, telecom- or VPN-connections, firmware, database file, or (electronic) documentation required to receive the Services.

Data means all the information, text, drawings, diagrams, images or sounds (including and/or together with any databases made up of any of these) and other data which are embodied in any electronic magnetic, optical or tangible media, and which:

1. are owned by or relate to either Party’s business;
2. are supplied to one Party or on behalf of the other Party; or
3. are generated, processed, stored or transmitted by a Party and/or a subcontractor, on behalf of the other Party pursuant to this Agreement.

DPA means as set out in Section 11.

Erase Request means a request by the Customer to exercise its right under Regulation (EU) 2023/2854 (the “EU Data Act”) to erase the Customer Data from the Service.

GDPR means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and the Council, as amended, supplemented and/or varied from time to time.

Main Agreement means the main document duly signed by both Parties which specifies the Services ordered, the terms and conditions and by reference applicable annexes.

Professional Services means separately ordered consultancy services provided by Safespring on hourly rates and basis.

Safespring means Safespring AB that have entered into the Agreement with the Customer. Also referred to as "Party".

Safespring Systems means Safespring's IT systems, including all relevant computer systems and any other equipment, software, hardware, firmware, database file, or (electronic) documentation, used to produce the Services.

Service means the cloud services specified in the Main Agreement and as further described in the Service Specification.

Service Access Point means the physical connection point and technical interface specified by Safespring where Customer receives the Service.

Service Fee means the periodic fee for the Services (yearly or monthly) and the aggregated fees for Professional Services, to be paid by Customer to Safespring.

Service Recipient means a third-party company - other than the Customer - entitled to receive and use the Services.

Service Specification means the relevant annex(es) describing the Service(s) ordered under the Main Agreement.

Switch Request means a request by the Customer to exercise its right under the EU Data Act to switch from the Service to (a) another data processing service of the same service type or other service offered by a different service provider, or (b) the Customer's on-premises infrastructure.

Term means the term of the Agreement as set forth in section 7.

2. Service requirements

Safespring shall for the duration of the Agreement make the Services available at the Service Access Point. The Services shall be delivered in accordance with the Service Specification.

Safespring will use all best efforts and shall be entitled to maintain, bugfix and upgrade the Services with recent and up-to-date versions of Services and to remedy defects in Services.

Safespring shall upon specific order provide the Professional Services in a workmanlike and professional manner according to good industry practice.

All services shall be provided in a manner that complies with law and regulations applicable to Safespring in its capacity as a supplier of IT services.

Safespring shall take, implement and maintain up-to-date industry standard of technical and organizational measures against any computer malware and/or malicious and/or harmful software on the hardware and software used in the Safespring System.

Safespring shall during the term of this Agreement hold and maintain appropriate insurance policies with reputable insurers in relation to its obligations under this Agreement.

3. Customer general obligations

The Customer is responsible for the Customer Systems and that it has the capability to receive the Services at the Service Access Point.

The Customer shall, upon request, grant access to and provide Safespring with information about the Customer Systems to the extent relevant and required to set up, maintain and perform the Services.

The Customer shall comply with Safespring's general security instructions, Safespring's acceptable use policy as made available by Safespring on its website and procedures for using the Services, provided that Safespring have made such instructions and procedures available to the Customer in advance. A breach of such policy, instruction or procedures is considered a breach of this Agreement and Safespring shall, in addition to any other remedy set forth in this Agreement, be entitled to temporarily suspend the Customer's access to the Services until the breach has been satisfactorily remedied.

The Customer shall not permit any persons other than its authorized personnel and authorized users to access or use the Services or the Safespring Systems. The Customer will take all necessary precautions to prevent loss and alteration of Safespring System and data, to prevent introduction of viruses to Safespring System, and to prevent any unauthorized access. The Customer must promptly provide Safespring with any and all details of which the Customer becomes aware of any unauthorized access, copying, modification or use of the Services and Safespring System.

The Customer acknowledge and accept that Safespring without any liability is entitled to temporarily suspend the provision of the Services, should Safespring in its professional discretion conclude that Customer's (or any of its user's) Data or access to the Service cause or impose, or may cause or impose a risk for, system failure, Service defects or a security threat to Safespring System or its Data therein.

4. Service fees and terms of payment

All Service Fees are exclusive of VAT and other taxes and/or duties.

SERVICES — Customer's right to use the Services is conditioned upon the Customer's timely payment of Service Fees. Applicable Service Fees are set out at www.safespring.com/pris/.

PROFESSIONAL SERVICES — The Customer shall for the Professional Services pay the Services Fee set out at [\[link\]](#). Unless otherwise has been agreed Professional Services are charged on time and material basis.

OVERDUE PAYMENTS — For any overdue payments, Safespring shall have the right to charge a monthly interest of 2 percent based on the outstanding overdue balance. If payment for Services is more than 60 days past due, Safespring may, without any liability whatsoever, terminate or suspend providing the affected services to the Customer upon 10 days prior written notice to the Customer.

INVOICES AND PAYMENT — All Service Fees shall, unless otherwise agreed, be invoiced by Safespring on a monthly basis in arrears. Terms of payment are 30 days from date of invoice.

5. Term and termination

The Agreement shall enter into force when Main Agreement has been duly signed by both Parties and shall remain in force for an 'initial agreement period' of 3 years, unless otherwise agreed. If not terminated in writing by either Party no later than 3 months prior to the end of the initial period (or extension period), the Agreement will be automatically extended for consecutive extension periods of 1 year at the time.

Either Party shall have the right to terminate the Agreement forthwith without liability to the other Party, by written notice to the other Party, if the other Party goes into liquidation, enters into composition proceedings with its creditors, becomes insolvent or is unable to pay its major debts or the majority of its debts or fails or admits in writing its inability to pay its major debts or the majority of its debts as they become due, makes a general assignment for the benefit of creditors or if a petition under bankruptcy or under any insolvency law is filed by or against the other Party and such petition filed by a third party is not dismissed within 60 days (or such longer period agreed upon between the Parties) after it has been filed or a secured part takes possession of all or substantially all of its assets and such process is not dismissed or restrained within 30 days.

Either Party shall have the right to terminate the Agreement forthwith without liability to the other Party, by written notice to the other Party, if the other Party commits a material breach of its obligations hereunder. However, in case such a material breach is capable of being cured, neither Party shall be entitled to terminate the Agreement unless and until the other Party have failed to cure the material breach within thirty (30) days after the failing Party have been served with a notice requiring it to cure such a breach and stating the sending Party's intention to terminate the Agreement if compliance with the notice to cure is not met.

The expiration or termination of this Agreement shall not affect or prejudice any provisions of the Agreement which are expressly or by implication provided to continue in effect after such expiration or termination.

6. Force majeure

Neither Party shall be liable for non-performance or defective nor late performance of any of their obligations hereunder to the extent that such non-performance, defective or late performance is due to causes and/or conditions outside of the performing Party's reasonable control.

Causes and/or conditions outside of a Party's reasonable control shall include, but not be limited to, acts of terrorism, strikes and other labor disputes, fire, explosions, floods, earthquakes, typhoons, epidemics, pandemics, wars (whether declared or undeclared), government acts (including failure to act) (de jure or de facto), riots, revolutions, sabotage or severe weather conditions which the Party claiming excuse could not have reasonably foreseen the effects of or made alternative arrangements for.

7. Limitation of liability

Safespring shall not be liable for any non or late performance or defective Service if this has been caused by Customer's Data or Systems; non-compliance with the customer obligations; regular System maintenance activities announced by Safespring in advance; or emergency System maintenance activities which could not reasonably have been foreseen by Safespring or its third-party program product developers.

SAFESPRING SHALL NOT BE LIABLE TO THE CUSTOMER IN CONNECTION WITH THE AGREEMENT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PRODUCTION, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF INVESTMENT, LOSS OF REVENUE AND LOSS OF GOODWILL.

Safespring's aggregate and total liability in respect of any one or more events or series of events (whether connected or unconnected) occurring during the term of this Agreement shall per calendar year be limited to direct damages equal to 50 percent of the Service Fees invoiced to the Customer during the calendar year preceding the year when the loss arose. If this Agreement has not been in force during an entire calendar year, the abovementioned amount shall be calculated over a twelve-month period on the basis of the Service Fees already invoiced to the Customer during the calendar year in question.

The limitations of liability set forth herein shall not apply to any liability arising from death or injury to persons caused by negligence, any liability arising from intent or gross negligence, willful recklessness or fraud or any specific indemnification given in section 10 or any breach of the obligations as regards Confidential Information.

8. Confidential information

All information (oral, visual and written) which is secret or confidential by its nature, by a restrictive legend or by other written or oral designation and is transferred or made available

to the other Party under the Agreement or during negotiations before execution of the Agreement shall be treated by the receiving Party as confidential (“Confidential Information”). The Parties agree:

1. to maintain the confidentiality of such Confidential Information and not disclose the same to any third party, except as authorized by the original disclosing Party in writing; and
2. to restrict disclosure of Confidential Information to employees, consultants, subcontractors and the Customer’s group companies who have a “need to know”, provided that such third party has confirmed their adherence to a confidential undertaking which shall be no less restrictive than the undertaking set out in this section 8.

Confidential Information shall be handled with the same degree of care that the receiving Party applies to its own Confidential Information but in no event less than reasonable care, and that Confidential Information is and shall at all times remain the property of the disclosing Party. No use of Confidential Information is permitted except as expressly stated herein or as strictly required in performance of the Agreement or in receipt of the Services.

However, each Party may disclose Confidential Information in accordance with judicial or governmental order, mandatory legal requirement or applicable mandatory regulations, provided that the other Party is given reasonable prior notice to such disclosure, including the intended scope and content of such disclosure.

The Confidential Information shall be considered confidential for a period of 5 years from the termination or expiration of the Agreement, as relevant.

9. Intellectual property rights

Safespring hereby grants the Customer a nonexclusive, non-transferable, license to access the Safespring Systems to receive and use the Services for its internal business purposes.

The Safespring Data and Systems including but not limited to any derivatives, developments or modifications (upgrades, updates, fixes etc.) thereof and the intellectual and industrial property rights therein, shall be and remain the exclusive property of Safespring or its subcontractors. Any results of the Professional Services created by Safespring under and during the performance of this Agreement, including any intellectual property rights in relation thereto, shall be the exclusive property of Safespring or its subcontractors. For the avoidance of doubt, the aforementioned does not entail any transfer or assignment of preexisting intellectual property rights of Customer to Safespring or its subcontractors.

The Customer Data and Systems including but not limited to any derivatives, developments or modifications (upgrades, updates, fixes etc.) thereof and the intellectual and industrial property rights therein, shall be and remain the exclusive property of the Customer or its suppliers. Safespring’s right to access, process or use Customer Data is limited to its performance of the services ordered by the Customer.

Each Party is responsible for obtaining, at its own cost, all consents and licenses which it requires in order to enable it to perform its rights and obligations in accordance with this Agreement. In particular, the Customer warrants, and is solely liable for ensuring, that it has any and all necessary rights, consents and licenses to access and process any data provided to Safespring under this Agreement. In particular, Safespring warrants, and is solely liable for ensuring that it has any and all necessary rights, consents and licenses to perform and provide any Services to the Customer under this Agreement.

10. Indemnity

Safespring shall at its sole cost defend, indemnify and hold the Customer harmless from and against any and all damages, costs and expenses incurred as a result of any claim, suits, proceedings or litigation of any kind (actual or threatened) brought against the Customer based on the allegation that the access or use of the Safespring's Systems in accordance with the terms of this Agreement constitutes an infringement of any intellectual and industrial property rights of such third party, subject to Safespring being authorized to manage and settle the claim, suit or proceeding or other right of action at its own discretion.

The Customer shall, at its sole cost, defend, indemnify and hold Safespring harmless from and against any and all damages, cost and expenses incurred as a result of any claims, suits or proceedings or litigation of any kind (actual or threatened) brought against Safespring based on the allegation that the access to or use of the Customer Data or Systems in accordance with the terms of this Agreement constitutes an infringement of any intellectual and industrial property rights of any third party.

The intellectual property indemnities as set out in this section, shall not apply to the degree and to the extent:

1. the claim arises out of breach of this Agreement by the Party entitled to be indemnified;
2. the claim arises directly out of compliance by the indemnifying Party with a specification or instructions provided by the Party entitled to be indemnified; or
3. the Party entitled to be indemnified has caused or materially and/or substantially contributed to the events which gave rise to the claim under the indemnity.

Each Party shall notify the other Party as soon as it becomes aware of a third-party claim or a potential claim that may be subject of an indemnity hereunder. The indemnifying Party shall without delay undertake all reasonable measures to rectify and remedy the infringing situation. In case the infringement claim in the indemnifying Party's reasonable discretion materially prevents it from fulfilling its obligations under the Agreement, it shall be entitled to terminate the Agreement without any further liability.

11. Data protection

Each Party shall comply with applicable data protection regulations, including but not limited to the GDPR.

If Safespring processes personal data of identifiable individuals on behalf of Customer when providing the Services or otherwise under this Agreement, such processing is regulated by the data processing agreement (“DPA”) included as an annex to the Main Agreement.

Safespring may process personal data related to users, e.g. username and contact details, and related to the Customer’s contact person, e.g. name and contact details for billing or other contract administrative purposes, as a data controller. Information about Safespring’s processing of such personal data can be found in the Privacy Policy located at [Privacy Policy | Safespring Privacy Policy | Safespring](#).

12. Switch or Erase Request

Provided that Safespring and the Service supplied under this Agreement are subject to the EU Data Act, the Customer is entitled to a Switch Request and/or Erase Request at any time pursuant to the EU Data Act. The exercise of these rights will be governed by the terms set out in Safespring’s EU Data Act Annex, included as an annex to the Main Agreement.

13. Subcontracting

Safespring may use subcontractors for the performance of its obligations under this Agreement. Safespring is fully responsible and liable for all acts (including omissions) of its subcontractors and shall cause each of its subcontractors to fully abide with all applicable obligations, terms and conditions of this Agreement.

14. Assignment

The Agreement shall accrue to the benefit of and be binding upon the Parties hereto and any successor entity into which either Party shall have been merged or consolidated or to which either Party shall have sold or transferred all or substantially all its assets, but it shall not be otherwise assigned by either Party without the prior written consent of the other Party. The Parties agree that any consent to a requested assignment shall not be unreasonably withheld or delayed. Safespring shall be entitled to assign this Agreement to any company within the Safespring group of companies.

15. No waiver

The failure of either Party to insist, in one or more instances, upon the performance of any of the terms or conditions of the Agreement, or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions or the future exercise of such right, and the obligation of Safespring or the Customer with respect to such future performance shall continue in full force and effect.

16. Miscellaneous

No other general terms and conditions of either Party or any third party shall apply to this Agreement.

Any notice required or permitted to be given by either Party under this Agreement, shall be in writing and may be delivered by hand, by courier, sent by registered airmail letter, fax or electronic mail. Any notice shall be deemed to have been received when actually delivered or

1. when left at the address of the recipient, receipt confirmed;
2. 5 days after the date of posting it with ordinary mail; or
3. where sent by email, on the day following receipt by the sender of an email confirmation, generated by the computer (or device) from which the notice was sent, indicating that the notice was sent in its entirety to the recipient's email address.

Any notices shall be sent to the contact details specified in the Main Agreement.

17. Governing law and settlements of dispute

The Agreement shall be governed by and construed in accordance with the laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with the Agreement shall be finally settled through arbitration under the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce by 3 arbitrators appointed in accordance with the said Rules.

The place of the arbitration proceedings shall be Stockholm, and the language of the proceeding shall be English.

18. Severability

Each provision of the Agreement is construed in such a manner as to be effective and valid under the substantive laws of Sweden. Should, however, any provision notwithstanding this, by action of law or for any other reason, be held to be prohibited or invalid in any relevant

jurisdiction, the remaining provisions of this Agreement shall, provided that the contractual state of equilibrium between the Parties is not materially distorted as a result of such prohibition or invalidity, remain in full force and effect.

Should the contractual state of equilibrium between the Parties not be materially distorted as a result of a prohibition or invalidity of any provision of this Agreement, the Parties shall promptly agree upon an alternative provision having an effect as similar as possible to the effect of the prohibited or invalid provision.

Should the contractual state of equilibrium between the Parties be materially distorted as a result of the prohibition or invalidity of any provision of the Agreement, the Party not favored by such prohibition or invalidity shall have the right to terminate this Agreement with immediate effect.

19. Entire agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, oral statements, and understanding of any nature whatsoever.

20. Modifications

The Safespring Service Specifications and Service Fees may be modified by Safespring from time to time. Modifications may include optional new features or changed prices. Safespring will notify Customer of modifications by email, support portal, updates of Service Specifications and price lists, release notes or by other means.

If the Customer establishes that a modification is not solely an enhancement and materially reduces the Service, or if prices are increased more than insignificantly, Customer may terminate its subscriptions of the affected Service by providing written notice to Safespring within 30 days after receipt of Safespring's notice.

Other modifications, amendments or other changes to the Agreement may only be made in writing by authorized representatives of both Parties.

EU Data Act Annex

The following EU Data Act Annex governs all Switch and/or Erase Requests made by Customer pursuant to Regulation (EU) 2023/2854 of the European Parliament and of the

Council of 13 December 2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (“EU Data Act”).

Definitions

Erase Request means a request by the Customer to exercise its right under EU Data Act to erase the Customer Data from the Service.

Switch Request means a request by the Customer to exercise its rights under the EU Data Act to switch from the Service to (a) another data processing service of the same service type or other service offered by a different service provider, or (b) the Customer’s on-premises infrastructure.

Other terms used but not defined in this annex shall have the meanings given to them in Safespring’s general terms and conditions.

1. Under the EU Data Act, the Customer has the right, at any time, to notify Safespring with at least two (2) months’ written notice (“Notification Period”) of its Switch Request and/or Erase Request. When exercising its rights in accordance with the foregoing, the Customer shall specify whether it wishes to
 - 1.1. switch to a different provider of data processing services, and in which case the Customer shall provide the necessary details of that provider,
 - 1.2. switch to its on-premises infrastructure, or
 - 1.3. receive support with a Erase Request.
2. For the avoidance of doubt, the Parties acknowledge that Safespring’s obligation to support a Switch Request does not:
 - 2.1. apply to Services provided solely as non-production, test, trial, or evaluation versions and for a limited period, or
 - 2.2. entitle the Customer to obtain access to, or export of, data, software, or materials protected by Safespring’s or third parties’ intellectual property rights or trade secrets, except to the extent strictly required under the EU Data Act.
3. Upon receiving a Switch Request in accordance with Section 1, Safespring shall support the Customer’s switching process without undue delay and, in any event, no later than thirty (30) calendar days following the expiry of the Notification Period (“Transition Period”). During the Transition Period, Safespring shall:
 - 3.1. provide reasonable assistance to the Customer and any third parties authorized by the Customer in the switching process,
 - 3.2. act with due care to maintain business continuity, and continue the provision of the Service during the Transition Period,
 - 3.3. provide clear information concerning known risks to continuity in the provision of the Service (if any), and

penalty, as permitted under the EU Data Act, corresponding to the remaining unpaid Service Fees for the Services terminated under the Agreement.

12. Safespring reserves the right to charge the Customer:

- 12.1.** incurred costs for additional support services requested by the Customer in connection with a Switch Request that goes beyond Safespring's statutory switching obligations and
- 12.2.** reduced switching charges imposed in connection with a Switch Request, provided that such charges are limited to Safespring's costs that are directly related to enable the switching process and provided that such charges are permitted under the EU Data Act.