

# Safey General Terms and Conditions

## 1 GENERAL

- 1.1 Together with a Subscription Agreement these general conditions ("Conditions") shall apply to all services provided by Safey LLC ("Safey") in as much as they are not amended by express written agreement between the parties.
- 1.2 *Definitions.* In these Conditions "Customer" shall mean the company or corporation, which subscribes to services provided by Safey regarding its Safey emergency system. "End User" and "Super User" shall mean such employee, agent or other individual that activates or by other means gains access to Safey's service by virtue of a Subscription Agreement. "Services" shall mean all services provided by Safey to Customers and their End Users and Super Users with regards to Safey's emergency system. "Effective Date" shall mean the day Customer and Safey have duly signed a Subscription Agreement. "Agreement" shall mean the Subscription Agreement including the Conditions and any other agreement between the parties regarding the Services. "User" shall mean End User or Super User.
- 1.3 By clicking a box indicating End User's acceptance, by executing a Subscription Agreement or by activating and gaining access to the Services, Customer agrees to the terms of these Conditions.
- 1.4 Customer undertakes to inform Users of this Agreement, about these Conditions, and to keep them informed of any changes therein.

## 2 EQUIPMENT and USE

- 2.1 Depending on how the Service is accessed by User, he or she will need certain equipment and additional third-party services, such as a phone with carrier subscription. Safey undertakes no responsibility for any such equipment or services or for any costs related thereto. Information regarding the requirements for the Service can be found at Safey's website: [www.safeyglobal.com](http://www.safeyglobal.com)
- 2.2 The Service is individually activated for each End User.

## 3 PERSONAL DATA

- 3.1 The Service requires that Safey collects and stores personal data, End User's phone number, gets access to End User's locational data and is allowed to send text messages (SMS) to End User. All Safey's use of personal data is made on behalf of Customer. Customer is solely responsible to Users to whom he has provided access to the Service, for the entering, removal or changes in the personal data.
- 3.2 Customer is responsible for that End Users accept that Safey gathers and store End User's phone number in order to provide access to the Services. Customer is also responsible for that End User accepts that Safey gathers, stores and analyses positional data from End Users phone and the networks the phone is connected to; and that Safey sends text messages to End User's phone; all in order to provide the Services.
- 3.3 Safey shall only treat personal data in accordance with instructions given by Customer. Safey shall take appropriate technical and organizational measures to protect the personal data entrusted to it and ensure a high level of security.
- 3.4 Customer undertakes to select Super Users and is responsible for that the Super Users accepts and follows the terms in these Conditions. Super Users may only use the Service on order by Customer and for the benefit of Customer and End Users.
- 3.5 Customer undertakes to make End User aware that Customer through the Super Users, can access some positional information about End Users phone. According to Swedish Personal Data Act (SFS 1998:204,) Customer may only use the positional information if he has a legitimate reason, like the safety of the employee. In order to use the information for surveillance purposes, Customer needs to receive End User's explicit consent. Customer will not have access to historical positional information, only the current position of the phone.
- 3.6 On behalf of the Customer Safey will store personal data on its servers or on such third party servers Safey contracts. Safey will have access to the personal data but the Customer shall solely be responsible for the entering, removal or changes in the personal data on the servers. The Customer shall have full and unrestricted access to the personal data at hand. The Customer is responsible for the treatment of personal information in its business (Sw: "Personuppgiftsansvarig") as defined in § 3 of the Swedish Personal Data Act (SFS 1998:204, ab. "PUL"). In providing Safey's emergency system service and other additional services to the Customer, Safey will assist the Customer in its treatment of personal information as described in PUL § 3 (Sw: "Personuppgiftsbiträde"). Pursuant to § 30 of PUL, the Parties hereby agree that Safey, within the scope of the services provided to the Customer, shall assist the Customer in its treatment of personal information in accordance with the conditions set force herein and any mandatory provisions in PUL. The personal data at hand consists of organized lists of names, phone numbers, e-mails, addresses, department and other employee related information of the Users. Safey shall only treat the personal data in accordance with instructions given by the Customer. In accordance with PUL § 31, Safey shall take appropriate technical and organizational measures to protect the personal data entrusted to it. Safey will ensure a high level of security for the treatment of the personal data.

## 4 SERVICE

- 4.1 During the term of the Agreement Safey undertakes to provide Customer with a non-exclusive, non-transferable revocable subscription to let his Users to access and use the Service.
- 4.2 Safey shall: (i) provide the Service, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Safey shall give at least 8 hours notice via the Services and which Safey shall schedule to the extent practicable during the weekend hours; or (b) any unavailability caused by circumstances beyond Safey reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Safey's employees), internet service provider failures or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.
- 4.3 Customer shall (i) be responsible for Users' compliance with these Conditions, (ii) be responsible for the accuracy, quality and legality of its data and of the means by

which Customer acquired its data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Safey promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with applicable laws and government regulations. Customer shall not (a) make the Services available to anyone other than Users reported to Safey, (b) sell, resell, rent or lease the Services, or (b) attempt to gain unauthorized access to the Services or their related systems or networks.

## 5 FEES AND PAYMENT FOR PURCHASED SERVICES

- 5.1 *Fees.* Unless otherwise agreed, subscription Fees are annual or per project and subscriptions are based on the selected Services purchased by Customer which includes to the maximum number of Users allowed to access and use the Service. Customer shall pay all fees specified in the Subscription Agreement. Except as otherwise specified herein or the Subscription Agreement, (i) subscription fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of subscriptions purchased cannot be decreased during the relevant subscription term stated in the Subscription Agreement. Subscription fees are based on periods that begin on the subscription start date; therefore, fees for subscriptions added in the middle of an annual or project period will be charged for the remaining in the subscription term. Customer shall pay SMS fees for added services that use SMS communication initiated or sent by Super User. SMS communication sent by Safey without request from Super User is included in the subscription fee.
- 5.2 *Additional User Subscriptions.* Additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added. The added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.
- 5.3 *Invoicing and Payment.* Unless otherwise agreed, Safey will invoice Customer in advance for subscription fees and in arrears for SMS fees and otherwise in accordance with the relevant Subscription Agreement. Unless otherwise stated in the Subscription Agreement, invoiced charges are due net 10 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Safey and notifying Safey of any changes to such information.
- 5.4 *Suspension of Service.* If any amount owing by Customer under this or any other agreement for Safey's services is 30 or more days overdue, Safey may, without limiting its other rights and remedies, suspend Safey's services to Customer until such amounts are paid in full. Safey will give Customer at least 7 days' prior notice that Customer's account is overdue, in accordance with Section 12.2 (Manner of Giving Notice), before suspending services to the Customer.
- 5.5 *Taxes.* Unless otherwise stated, Safey's prices and fees do not include VAT.

## 6 PROPRIETARY RIGHTS

- 6.1 *Reservation of Rights in Services.* Subject to the limited rights expressly granted hereunder, Safey reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to the Customer hereunder other than as expressly set forth herein.
- 6.2 *Restrictions.* Customer shall not (i) permit any third party to access the Services except as permitted herein or in a Subscription Agreement, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 6.3 *Customer's Data.* Subject to the limited rights granted by Customer hereunder, Safey acquire no right, title or interest from Customer or Customer's licensors under this Agreement in or to Customers' data, including any intellectual property rights therein.
- 6.4 *Suggestions.* Safey shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Services.

## 7 CONFIDENTIALITY

- 7.1 *Definition of Confidential Information.* As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall include Customer's data; Safey's Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of the Subscription Agreement and the Conditions, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Customer's data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 7.2 *Protection of Confidential Information.* The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope

- of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement to any third party other than its affiliates and their legal counsel and accountants without the other party's prior written consent.
- 7.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 8 WARRANTIES AND DISCLAIMERS

- 8.1 **Safey Warranties.** Safey warrants that (i) Safey has validly entered into the Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the descriptions at [www.safeyglobal.com](http://www.safeyglobal.com), (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) Safey will not transmit malicious code to User. For any breach of a warranty above, Customer's exclusive remedy shall be as provided in Section 11.2 (Termination for Cause) and Section 11.3 (Refund or Payment upon Termination) below.
- 8.2 **Customer Warranties.** Customer warrants that it has validly entered into this Agreement and have the legal power to do so.
- 8.3 **Safey Disclaimer.** Unless otherwise explicitly stated herein, Safey disclaims any and all liability for the acts, omissions and conduct of any third parties outside Safey's reasonable control in connection with or related to the Service. Safey disclaims all any and all liability for the content, advice or accuracy of the content in the warning messages generated within the Service. Safey specifically disclaims any and all liability for disruptions or malfunctions in any mobile telecommunication network or operations of mobile networks. Safey shall not be liable for any actions that might be taken or not be taken as a result of warning messages, message content or any other information provided by Safey. Nor will Safey accept any liability regarding any loss of revenue, business, anticipated savings or profits; or for any indirect special or consequential loss damage, cost or other claims, howsoever caused or arising, whether through non-supply or late supply of the Services.

## 9 MUTUAL INDEMNIFICATION

- 9.1 **Indemnification by Safey.** Safey shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against Customer"), and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer; provided that Customer (a) promptly give Safey written notice of the Claim Against Customer; (b) give Safey sole control of the defense and settlement of the Claim Against Customer (provided that GES may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provide to Safey all reasonable assistance, at Safey's expense. In the event of a Claim Against Customer, or if Safey reasonably believe the Services may infringe or misappropriate, Safey may in its discretion and at no cost to Customer (i) modify the Services so that they no longer infringe or misappropriate, without breaching Safey warranties under "Safey Warranties" above, (ii) obtain a license for Customer's continued use of the Services in accordance with this Agreement, or (iii) terminate Customer's user subscriptions for such Services upon 30 days' written notice and refund to Customer any prepaid fees covering the remainder of the term of such user subscriptions after the effective date of termination.
- 9.2 **Indemnification by Customer.** Customer shall defend Safey against any claim, demand, suit or proceeding made or brought against Safey by a third party alleging that Customer data, or Customer's use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Safey"), and shall indemnify Safey for any damages, attorney fees and costs finally awarded against Safey as a result of, or for any amounts paid by Safey under a court-approved settlement of, a Claim Against Safey; provided that Safey (a) promptly give Customer written notice of the Claim Against Safey; (b) give Customer sole control of the defense and settlement of the Claim Against Safey (provided that Customer may not settle any Claim Against Safey unless the settlement unconditionally releases Safey of all liability); and (c) provide to Customer all reasonable assistance, at Customer's expense.
- 9.3 **Exclusive Remedy.** This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

## 10 LIMITATION OF LIABILITY

- 10.1 **Limitation of Liability.** Neither party's liability with respect of any single incident arising out of or related to the Agreement (whether in contract or tort or any other theory of liability) shall exceed the lesser of \$5,000 or 25 % of the amount paid by Customer to Safey in the 12 months preceding the incident, provided that in no event shall either party's aggregate liability arising out of or related to the Agreement (whether in contract or tort or any other theory of liability) shall exceed the total amounts paid to Safey hereunder. The foregoing shall not limit Customer's obligation to pay agreed fees for the Services.
- 10.2 **Exclusion of Consequential and Related Damages.** In no event shall either party have any liability to the other party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages, however caused (whether in contract or tort or any other theory of liability) and whether or not the

party has been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by law.

- 10.3 **Personal Data.** As responsible for the treatment of the personal data, the Customer is liable for damages towards its Users and other individuals whose personal data have been registered if the personal data is not treated according to PUL. If Safey, in its assistant treatment of the personal data, purposely, or through negligence causes the Customer to be liable for damages towards its registered employees and other individuals, the following applies; Safey shall only be liable for the damage Safey causes the Customer purposely or through negligence when fulfilling its duties under this Agreement. If Safey is liable, the Customer is responsible for minimizing the damage. Safey liability for damages under this Agreement shall in no event exceed 25 % of the fees Safey has received from the Customer the year before the incident that gives rise to the claim.

## 11 TERM and TERMINATION

- 11.1 **Term of Agreement.** Unless otherwise agreed, this Agreement commences on the Subscription Start Date. Annual subscriptions continues for an initial period of twelve (12) months and shall be renewed automatically for twelve (12) months on each anniversary of the Subscription Start Date (the initial period and each such successive twelve (12) month period) unless this Agreement is terminated; (a) by either party giving at least three (3) months written notice to the other party, such notice to expire at the end of the then-current twelve (12) month period; or (b) by Safey giving at least three (3) months written notice in the event that it is to cease providing the Service. The price during any such renewal term shall be the same as that during the prior term unless Safey has given Customer written notice of a pricing increase at least three (3) months before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Projects subscriptions continue are automatically terminated at the end of the period.
- 11.2 **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 11.3 **Refund or Payment upon Termination.** Upon any termination for cause by Customer, Safey shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Safey, Customer shall pay any unpaid fees covering the remainder of the term of all subscribed Service Packages after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Safey for the period prior to the effective date of termination.
- 11.4 **Surviving Provisions.** Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8 (Warranties and Disclaimers), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.3 (Refund or Payment upon Termination), and 12 (General) shall survive any termination or expiration of this Agreement.

## 12 GENERAL

- 12.1 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with United States law. 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 King County, Washington, USA as the first court of instance.
- 12.2 **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer. All other notices to Customer shall be addressed to the address in the Subscription Agreement or such other address notified to Safey in writing.
- 12.3 **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 12.4 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 12.5 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).
- 12.6 **Entire Agreement.** This Agreement, including the Subscription Agreement and all exhibits and addenda hereto, sets out the entire understanding between the parties and merges all prior discussions and agreements between them. The parties will not be bound by any conditions, definitions, warranties or representations in respect of the subject matter of this Agreement other than those contained in the Agreement, and that to the extent permitted by law, all express or implied warranties, representations, statements, terms and conditions relating to this Agreement, which could otherwise be relied upon by either party are excluded, unless expressly stated in this Agreement.
- 12.7 **Industry change.** In the event of any change in legislation or industry practice, or the content generally available within the Service, that directly or indirectly affects (i) the operation of this Agreement or the Service which is material to Safey's performing its obligations, including its obligations to Customer; or (ii) the benefits of this Agreement accruing to Safey; Safey reserves right to change these Conditions. It is Customer's responsibility to ensure that he carefully read this Agreement and keep himself updated to any changes therein. The latest valid version of the Conditions is available at Safey's website [www.safeyglobal.com](http://www.safeyglobal.com). Any revision to this Agreement will take effect immediately upon being posted on the Website.