

Björn Lundén AB EULA For QBIS Jira Integration

Contract terms for entrepreneurs

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1. BACKGROUND

This agreement applies when Björn Lundén AB, org. no. 556293-9982, (" **we** ", " **us** " or " **Bjorn Lunden** ") provides a service to a customer (" **you** ", " **your** " or " **Customer** ").

2. DEFINITIONS

In this Agreement (defined below), the following words shall have the meaning set forth below.

The connection point . The point at which our Service is made available to you.

User . The person who is employed by you or otherwise works on your behalf (for example a consultant), to whom you have given access to the Service.

Agreement . This Agreement, including Annexes and Sub-Annexures, and any Order Form,

Confidential Information . Has the meaning set out in clause 13.

Customer data . Data that you or the User submit to us, upload to the Service or that we otherwise receive through your use of the Service.

System Administrator . The person with you who purchased the Service on your behalf, or who has otherwise been appointed by you as System Administrator.

The service . The program or services that are from time to time included in our service package and that we provide to you under this Agreement.

3. THE SERVICE

3.1 Scope

This Agreement applies to the Service and the number of Users that you have ordered in connection with entering into the Agreement, as well as to the new orders you place during the validity period of the Agreement.

The service is provided in accordance with current industry standards and applicable laws and regulations. Notwithstanding the foregoing, the Customer is aware that the Service is always provided as is and in accordance with the limitations stated in this Agreement (for example applicable availability according to point 9).

3.2 Right to use the Service

Through this Agreement, Bjorn Lunden grants a non-exclusive, non-assignable and non-transferable right for the Customer to use the Service themselves and to let Users use the Service in Sweden during the validity period of the Agreement.

3.3 Change and development of the Service

We are constantly working to improve and develop our programs and services. During the validity period of this Agreement, we are free to update and change the Service to the extent we deem appropriate. Such updates and changes may entail e.g. changes or removal of functions in the Service.

If such a change is expected to cause a greater disadvantage for you, for example a significant change to the function of the Service, we will notify you of the change no later than three (3) months before it takes effect. You then have the right to terminate the Agreement with thirty

(30) days written notice after we notify you of the change. The agreement then ceases to apply on the date that the amendment takes effect= or on a later date that you specify in the notice of termination (but no later than three (3) months after the amendment takes effect).

We also have the right to terminate all or parts of the Service. If we discontinue all or part of the Service, we will notify you no later than three (3) months before this happens. The agreement then ceases to apply (in whole or in part, as applicable) on the day the Service ceases. For information on what applies to fee reimbursement in these cases, see point 8.

3.4 Subcontractors

We reserve the right to hire subcontractors to fulfill our obligations under the Agreement and deliver the Service to you.

4. SUPPORT

The Service includes standard support for the Service in question. Standard support refers to the opportunity for the Customer to ask questions about the Service's functions and use. Information about functions and use can also be found in the Service's manual and service description.

You can ask questions by contacting us via the customer forum on our website (via the following link: [Questions & Answers about Bjorn Lunden - Björn Lundén AB \(bjornlunden.se\)](#)). You will find information about opening hours on the website. Bjorn Lunden makes no guarantee regarding the availability of the forum or within what time you will receive an answer.

Note that we will not be able to answer questions that do not exclusively relate to the Service's functions and use, for example questions about accounting, tax, accounting, personnel or law.

Any support that goes beyond answering questions that only relate to the Service's functions and use (e.g. to troubleshoot and/or fix problems) is not covered by standard support and is charged separately according to Bjorn Lunden's price list in force at any given time.

5. SYSTEM ADMINISTRATOR

In connection with ordering the Service, you indicate who your System Administrator is. The system administrator is your contact person for all questions regarding the Service and the Agreement.

The system administrator may, among other things, do the following:

- add and remove Users,
- update Customer-specific information,
- receive information about changes and updates to the Agreement and the Service,
- decide on other issues that arise due to this Agreement.

6. OBLIGATIONS OF THE CUSTOMER

6.1 General

You may only use the Service in accordance with applicable laws and regulations, the terms of this Agreement and good practice in the industry.

You are responsible for ensuring that the information uploaded to the Service does not violate applicable laws and regulations.

You are responsible for Users using the Service in accordance with the terms of this Agreement.

You have the opportunity to upload, access and download material and Customer Data from the Service throughout the contract period. Note that you will not be able to access or use the Service after the Agreement ends and that you are therefore responsible for downloading any material and Customer Data that you may need in the future from the Service before the Agreement ends.

You can upload and store accounting documents, such as invoices and receipts, in the Service. You are responsible for accounting records being handled according to the requirements of the Accounting Act and other applicable laws and regulations.

6.2 The use of the Service

When you and Users use the Service, you are obliged to follow our instructions (which may have been drawn up by us or someone else with whom we have entered into an agreement). It is your responsibility to ensure that Users understand the content of such instructions and that they are obliged to follow them.

You are responsible for the User's login information to the Service being stored securely. You yourself are responsible if someone unauthorized gains access to and uses the Service. You must notify us immediately if you suspect or notice that someone unauthorized has gained access to the Service.

You may not use the Service to store or process material that is not intended to be used for accounting purposes (for example, video material or music).

We have the right to limit or suspend your and/or an individual User's access to the Service if we suspect that you or the User are in breach of these Terms, in the event of your non-payment or if for any reason we judge that continued provision of the Service to you or The user may risk causing us or one of our other customers to suffer damage. We may then also take other measures that we deem necessary to manage the risk or the other reasons that gave us reason to limit or shut down access to the Service.

6.3 Responsibility for third-party programs and services and requirements

You are responsible for ensuring that the programs and services you use together with the Service provided by any third party are correctly installed, may be used together with the Service and can be used together with the Service without the Service being negatively affected . To avoid misunderstandings, Bjorn Lunden takes no responsibility for such programs and services from third parties or that they may or may be used together with the Service.

If someone else makes a claim or action against us due to your or your Users' use of the Service or third-party services or programs (for example, alleged infringement of third-party intellectual property rights), you shall, without regard to any limitations set forth in this Agreement, hold us fully indemnified for the damage or loss we have suffered or are likely to suffer as a result of the claim or action (including the costs and damages that we may be liable to pay through any settlement or judgment).

We also have the right to transfer the right to be held indemnified and thereby allow someone else to receive compensation and/or make claims for it.

7. PRICE AND PAYMENT

7.1 Price

The prices stated at the time of ordering apply to the Service.

All prices listed are exclusive of value added tax. You are responsible for paying value added tax and other taxes and fees that are charged for the Service.

7.2 Price adjustment

We have the right to adjust our prices annually. Such price adjustment usually takes place and takes effect on January 1, but we reserve the right to do so at other times in the event of increased costs.

We also have the right to increase the price with immediate effect from our notice thereof, if the increase is due to circumstances beyond our control, such as changes in exchange rates, taxes, increased costs for suppliers or third parties, or other circumstances of financial importance that affect the cost to provide the Service.

We have the right to adjust the prices in other cases as well. Such price adjustment shall take effect thirty (30) calendar days after we notify you of the adjustment. In the event of such a price adjustment, you have the option to terminate the Agreement with immediate effect until

the day before the adjustment takes effect.

7.3 Invoicing and payment

How payment is made may vary between different programs and services (in advance or in arrears and at what interval). Payment for the Service takes place as indicated by Bjorn Lunden on each relevant occasion.

Payment is against an invoice issued by Bjorn Lunden.

Unless we have agreed otherwise, payment must be made no later than thirty (30) days from the invoice date. Payment is considered completed when the current amount has been received into our account as stated on the invoice. If we do not receive your payment on time, we have the right to charge late payment interest according to the Interest Act until full payment is made. We also have the right to charge a fee for payment reminders and debt collection, if applicable.

If you do not pay for the Service in accordance with the Agreement, we have the right to temporarily block your and all Users' access to the Service until you have paid all due amounts. We also have the right to terminate the Agreement with immediate effect until full payment of the invoice has not taken place forty (40) days after the due date. If you object to an issued invoice, you must notify us of this within ten (10) days from the invoice date. If you do not object within this time, you lose the right to object to the invoice.

7.4 Reimbursement of fees if the Agreement is terminated

If the Agreement is terminated, we will not refund the fee already paid, except if the Agreement is terminated in accordance with what is stated in clause 3.3 and clause 19, in which case we will refund the part of the fee that corresponds to remaining part of the contract period.

8 AVAILABILITY

Our Service is normally available around the clock at the Connection Point. We have the right to limit availability in accordance with what is stated below.

The service must have an availability of at least 99.8% per calendar quarter (excluding planned downtime). We measure the Service's availability at the Connection Point. The customer can receive a report regarding the Service's availability no more than once per quarter by contacting Bjorn Lunden via the forum.

Service availability is calculated (per individual calendar quarter) as follows: $T = (MA) * 100/M$, where:

- T = Availability in percent
- M = Total time (minutes)
- A = Interruption in the Service (minutes) during the period M, i.e. as it is not possible to use the Service. For the avoidance of misunderstandings, interruptions in the service shall not be deemed to exist in the event of planned downtimes, errors/interruptions in communication networks and connections provided by external providers, errors/interruptions in services from external internet providers or in internet hubs, behavior of the Customer or User, or applications, equipment or operating system used by the Customer or User, and force majeure according to clause 11.

In the event of an error in the Service, including error reporting, what is stated in point 10 applies.

8.1 Planned outages

We have the right to limit the availability of the Service through planned outages to the extent we deem necessary (e.g. for updating or maintenance). We try to make such restrictions outside of office hours. We will, as far as possible, inform you on the website about planned shutdowns, and such information will in such cases be provided within a reasonable time.

8.2 Right to service credit

If availability falls below 99.8% for a single calendar quarter, you may be entitled to a service credit that can be used to pay future fees or to receive a refund (depending on how payment is made for the Service in question) as indicated in the table below.

"Fee" in the table refers to the fee you paid/pay (as applicable) for the whole, or the current part of, the Service. Your only right in the event of a lack of availability is to receive a service credit according to the table below (if and to the extent that the conditions for this are met).

In order to be entitled to service credit, you must request it at the latest within ninety (90) days from when the right to service credit arose.

Send an email to claim.se@bjornlunden.com to request service credit.

Availability (%)	Service credit
Below 99.8% but above or equal to 99.0%	10% of the fee
Below 99.0% but above or equal to 98.0%	20% of the fee
Below 98.0% but above or equal to 97.0%	30% of the fee
Below 97.0% but above or equal to 96.0%	40% of the fee
Below 96.0% but above or equal to 95.0%	50% of the fee

If availability falls below 95% for three calendar quarters in a row, you have the right to terminate the Agreement with immediate effect.

9. ERROR LIABILITY

What is stated in this point 10 is Bjorn Lunden's sole responsibility due to errors in the Service.

9.1 Errors for which we are responsible

We are responsible for errors in the Service that are exclusively due to us and which mean that the content or functions of the Service to a significant extent do not work in accordance with the current service description and on the condition that the error is not excluded according to point 10.2 below. In the event that we are responsible for an error, our only obligation is to remedy this in accordance with clause 9.3.

If the error is not an error for which we are responsible, but it means that the processing of Customer Data leads to an incorrect outcome, we can, if we deem it possible, be helpful in re-processing the Customer Data.

9.2 Exceptions

We are not responsible for the outcome of any automatic processes carried out in the Service being correct (e.g. in connection with the interpretation of supplier invoices).

We are not responsible for errors caused by or connected to (directly or indirectly):

- actions or omissions by you, the User or anyone else for which we are not responsible (eg third-party providers who provide services or programs that you use in conjunction with the Service), eg. regarding use of the Service in a manner not otherwise intended in the Agreement, use of the Service in conjunction with any third-party service or program, modification of the Service not performed by us or anyone acting in accordance with our express instructions, use of a release or version of a service that is no longer supported by us or any other unauthorized, negligent or negligent act or omission in connection with the Agreement;
- viruses or other attacks on the security of you, the User or anyone else for which we are not responsible; or
- reasons beyond our control such as problems with the internet or in the event of force majeure according to point 12 below.

9.3 Conditions for us to correct errors

In order for us to be obliged to correct errors for which we are responsible according to this clause, the following conditions must be met:

- i) you must have reported the defect within thirty (30) days after you discovered or should have discovered the defect, and
- ii) you must provide us with all the information we need to correct the error, and
- iii) the error is considered to be of significant importance to the average customer.

If all of the above conditions are met, we will remedy the error with the urgency that the circumstances in our own opinion require.

10. LIABILITY AND LIMITATIONS OF LIABILITY

10.1 Customer's responsibility

You must compensate us for damage that we suffer because you or the User (or someone else for whom you are responsible) used the Service in violation of the Agreement or in a way that harmed us, or otherwise violated this Agreement.

10.2 Bjorn Lunden's liability

Our liability is limited to direct damage. We are not responsible for indirect damage, for example non-appearance or lost profit and/or production. We are only liable for damages to you and not to others (eg users, your employees or your customers)

As long as we have not acted with intent or been grossly negligent, our total liability per twelve-month period from and including the conclusion of this Agreement is limited to a maximum of a price base amount according to the Social Insurance Code (SFS 2010:110).

10.3 Claims

A claim regarding damage as a result of a breach of this Agreement must be submitted in writing to the other party as soon as possible but no later than two (2) months after the damage was discovered or should have been discovered, in order to be asserted.

11. FORCE MAJEURE

Bjorn Lunden is exempt from penalty and/or liability for failure to fulfill an obligation according to the Agreement, if the failure is based on an exculpatory circumstance outside the control of Bjorn Lunden or its suppliers and the circumstance prevents, hinders or delays the fulfillment thereof. "Extenuating circumstance" refers to, but is not limited to, war and mobilization, natural disaster, government intervention, new or amended legislation or government regulations, conflict in the labor market, blockade, boycott, lockout, fire, interruption of public transportation or energy supply, computer virus in the Product, import and export bans and other bans, as well as errors in or delays in delivery from suppliers caused by events beyond Bjorn Lunden's control.

12. PRIVACY

This clause 12 applies to clients who are not law firms.

12.1 Confidential Information

Each party undertakes, during the term of the agreement and for ten (10) years thereafter, not to provide third parties with information regarding the content of the Agreement, existence and/or other information that the party receives from, or in connection with assignments performed for, the other the party due to the Agreement. This applies regardless of whether the information was provided in writing or orally and regardless of format. Each party undertakes to use such information solely for the purpose of fulfilling its obligations under the Agreement and not for any other purpose. Each party shall further take necessary steps to prevent employees and others from using or disclosing such information to third parties.

The information that may not be disclosed to anyone else (" **Confidential Information** ") is all information of a financial, technical, commercial or other nature that one of the parties receives due to the Agreement or through any relationship connected with the Agreement, regardless of whether the information is written or not and regardless of whether the information comes directly from you or us, whether the information comes from someone else or whether the information arises while you are using our Service.

These confidentiality commitments do not apply to such information as:

- at the time of receipt is or later becomes available to the public otherwise than by breach of the Agreement; or
- was already available to the receiving party or which the receiving party has independently developed before the conclusion of the Agreement and which has not, directly or indirectly, been obtained through a breach of the Agreement.

The above confidentiality obligations do not prevent the party from providing such information that the party is obliged to disclose according to (i) law, regulation or regulation, (ii) judgment or decision from a court or authority, (iii) applicable stock exchange rules or the equivalent for another recognized market place and /or (iv) if the disclosure takes place within the framework of a dispute or other legal process concerning the Agreement. If the Party should have or be imposed an obligation to provide such information, the Party undertakes to immediately notify the other Party and to ensure that information provided in accordance with this clause 12, as far as possible, is treated confidentially by the recipient of the information.

We shall both treat the other party's Confidential Information as confidential and shall exercise at least the same care and diligence in the processing of such information as we or you exercise in the handling of our own confidential information of a similar nature or in accordance with what follows from good practice (depending on which implies the greatest care and attention). Neither of us may use Confidential Information for any purpose other than to fulfill our respective rights and obligations under this Agreement.

12.2 Exceptions

Regardless of what is stated above, we have the right to disclose the Confidential Information (which does not contain personal data) stated below to Bjorn Lunden's group companies, collaboration partners or suppliers:

- information about who you are,
- other information that needs to be disclosed in order for us, our supplier or our collaboration partner to be able to deliver or develop the Service, as well as
- information that needs to be disclosed in order for any of our other partners who provide services related to the Service to be able to deliver and/or develop such services.

Furthermore, we always have the right to inform an organization that it has an account with us.

13. PROCESSING OF PERSONAL DATA

Bjorn Lunden is in some cases the personal data controller and in other cases the personal data assistant for the processing of personal data that takes place within the framework of the Service.

Bjorn Lunden's processing of personal data as a personal data processor is regulated by the personal data processor agreement that we have entered into in connection with the conclusion of this Agreement.

Bjorn Lunden's processing of personal data as data controller is described in our policy which can be found at the following link: [Privacy & security \(bjornlunden.se\)](#) . Bjorn Lunden is the personal data controller for the processing of personal data concerning, among other things, the User's login details and use of the Service.

14. CUSTOMER DATA

We have the right to use Customer Data in the manner specified in the Agreement.

We may use Customer Data to fulfill our obligations under this Agreement, for statistical purposes, to improve and develop the Service and for marketing in accordance with what is stated in clause 15. The foregoing also includes a right for us to transfer Customer Data to third parties for the stated purposes.

You must ensure that Customer Data and material that you or Users upload to the Service are free of viruses, trojans, worms or other software or code that can damage the Service.

15. MARKETING

We may market services to you that we, another company in the Bjorn Lunden Group or any of our partners provide (provided that it is permitted according to applicable laws and regulations). The marketing can take place in the Service, by e-mail or in another way.

16. INTELLECTUAL RIGHTS

This Agreement does not mean that copyright or any other intellectual property rights to the Service or that Bjorn Lunden otherwise holds are transferred to you, to the User or to anyone else.

You may not copy, change or in any other similar way handle software or other material belonging to the Service.

17. CONFLICTING INSTRUCTIONS

If we receive conflicting instructions from on the one hand persons who are authorized to represent you and on the other hand persons from the accounting firm who are authorized to represent you regarding the Service, we reserve the right to choose whose instructions we shall follow, as long as it does not mean that we are otherwise in breach of the Agreement.

18. NOTICES

We will provide notices to you via the Service or by sending a letter or e-mail to the address or e-mail address that you last entered in writing in the Service. You are responsible for updating the Service in the event of any changes to your address, email address or other contact information.

Messages we send to you by post are deemed to have reached you no later than three (3) business days after the message was sent from us. Messages we send to you in the Service or via e-mail are considered to have reached you immediately after the message was sent from us.

19. CHANGES TO THE AGREEMENT

We have the right to change this Agreement from time to time, and such changes will be effective from the time they are posted. The latest version of the Agreement is always available on our website (<https://www.bjornlunden.se/program/avtalsvillor>).

If the change is expected to mean a significant disadvantage for you, we will inform you that the change is taking place. In such cases, you have the right to terminate the Agreement with immediate effect within fourteen (14) days of our notification thereof. You are deemed to have accepted the change if you continue to use the Service after our notification thereof or if you have not terminated the Agreement until termination when the 14-day period expires.

20. TERM, TERMINATION AND AUTOMATIC EXTENSION

Unless otherwise stated in the possible order form or otherwise when you order the Service, what is stated in this point shall apply to termination of the Agreement. The agreement has the initial agreement period specified when you order the Service.

If the Agreement is not terminated by either party with one (1) month's written notice before the end of the initial agreement period, the Agreement is automatically extended with ongoing extension periods of the same validity period as the initial agreement period if the Agreement is not terminated by either party with one (1) month's notice before the end of the current extension period. The customer must cancel by sending an e-mail to order.se@bjornlunden.com or in the manner or address that Bjorn Lunden announces from time to time.

Either party has the right to terminate the Agreement with immediate effect if:

- a) the counterparty commits a material breach of contract and fails to remedy within 90 days of receiving the other party's written notification of the breach of contract, or
- b) the counterparty applies for or is declared bankrupt, begins settlement negotiations, is subject to corporate restructuring or otherwise may be feared to be insolvent.

Non-payment by the Customer does not count as termination of the Agreement.

From the day the Agreement ends, you and your Users no longer have any right to use the Service.

21. MISCELLANEOUS

21.1 Assignment

You are not entitled to assign the Agreement, and/or your rights or obligations hereunder, to any third party unless we have approved it in writing in advance.

If we have approved in writing that you transfer your rights or obligations under the Agreement, the transfer becomes effective only when the new contractual party confirms in writing that he accepts the current contractual terms by approving them in the Service and to take over the obligations that you have towards us at the time of the transfer.

We have the right to freely assign the Agreement, and/or our rights or obligations hereunder, to third parties without notifying you or obtaining your approval.

21.2 Relationship of the parties

For the avoidance of misunderstanding, the parties agree that nothing in the Agreement implies that a partnership, employee relationship or

agency relationship exists between the parties (including, but not limited to, that the Act (1991:351) on commercial agency is not applicable between the parties) . Neither party has the right to represent, act on behalf of or legally bind the other in any respect without the latter's prior written approval.

22. GOVERNING LAW AND DISPUTE RESOLUTION

The agreement shall be interpreted and applied in accordance with Swedish law.

Disputes arising from this Agreement shall be settled finally by arbitration according to the SCC Arbitration Institute's arbitration rules.

The rules for simplified arbitration shall be applied, unless the SCC Arbitration Institute, taking into account the difficulty of the dispute, the value of the object of dispute and other circumstances, decides that the rules for ordinary arbitration shall be applied. In the latter case, the SCC Arbitration Institute shall also decide whether the arbitration board shall consist of one or three arbitrators.

The seat of the arbitration shall be Stockholm, Sweden. The language of the proceedings shall be Swedish.

Disclaimer: This document has been translated from Swedish using machine translation. While we have made every effort to ensure accuracy, the translation may contain errors or discrepancies. The original Swedish version shall take precedence in any legal matters.