

# GENERAL TERMS AND CONDITIONS

## ENTRYSCAPE

Version 6.0, 2021-05-20

These general terms and conditions, together with all the material referred to herein (“the Agreement”) is a legally binding agreement between the undersigned unit (“the Client”) and MetaSolutions (“MetaSolutions”). Access to MetaSolutions’ EntryScape platform service and other products which are covered by the Agreement requires that the general terms and conditions have been accepted in the manner specified below. MetaSolutions’ website [www.metasolutions.se](http://www.metasolutions.se) also contains our Privacy Policy which explains how personal data is managed within our operation.

### 1. BACKGROUND

MetaSolutions offers a unique service, EntryScape, which consists of several program modules for advanced data processing. As part of the service, MetaSolutions will host your data and metadata. MetaSolutions also offers a service called EntryScape Free. These general terms and conditions apply to both EntryScape and EntryScape Free. For EntryScape Free, certain limitations apply, and these are set out in these general terms and conditions.

### 2. METASOLUTIONS’ SERVICES

**(a) MetaSolutions’ services.** MetaSolutions EntryScape makes it possible for the Client to extract, convert, load and describe the Client’s existing data. The service is currently available at the following address: [www.entryscape.com](http://www.entryscape.com).

**(b) Storage.** Data uploaded to MetaSolutions’ platform will only be stored on MetaSolutions’s server for as long as it is required for MetaSolutions to provide its services and fulfil its obligations under this Agreement. MetaSolutions will not share data with third parties.

**(c) Changes to services and terms and conditions.** MetaSolutions can, without prior notification to the Client, make changes to services, functions and these general terms and conditions. If a change would represent an obvious and significant disadvantage to the Client, the Client will be informed of the change in advance, and will have the right to terminate the Agreement. Such termination must be notified no later than the day before the changes take effect. If notice of termination is not given, the Client is deemed to have approved the changes.

**(d) Email updates/added services.** MetaSolutions may send information by email to the Client if additional services or other developments have been implemented by MetaSolutions or other providers. Separate terms and conditions may apply to any such future services.

**(e) Subcontractors.** MetaSolutions may use subcontractors to perform its services. MetaSolutions is liable for the work of a subcontractor as if it had been carried out by MetaSolutions.

**(f) Basic support services.** Basic support services provide the level of service specified in the offer presented to the Client, and constitute part of this Agreement.

**(g) Extended support services.** Extended support services provide the level of service specified in the offer presented to the Client, and constitute part of this Agreement.

### 3. CONNECTING TO THE SERVICES ETC.

Connecting to the services takes place by the Client entering into a Connection Agreement with MetaSolutions and thereby accepting these general terms and conditions.

Connecting to the EntryScape Free service, on the other hand, takes place through the Client registering for the services on Entryscapes’ website and thereby accepting these general terms and conditions.

#### **4. THE CLIENT'S OBLIGATIONS**

**(a) Use of the Services.** The Client is granted a non-exclusive right to use the services offered on www.metasolutions.se (or any another website specified later) for their intended use. This licence is granted only to the Client, unless otherwise expressly agreed in writing. MetaSolutions and/or a third party hold(s) all rights to EntryScape, including patents, copyright, brand, commercial secrecy and other ownership rights. The Client must not, himself or through a third party, rent out, transfer, convey, modify, decompile, strip down or reverse engineer software which is a part of EntryScape.

**(b) Ownership.** The Client understand that MetaSolutions, and all third parties with whom we may collaborate, owns all rights to EntryScape and its software, including patents, copyright, commercial secrets and other ownership rights.

**(c) Third-party equipment.** The Client is responsible for having the technical infrastructure, equipment and software required to use EntryScape. MetaSolutions is not liable for any faults and defects which such infrastructure, equipment and software may have.

**(d) Client data.** When the Client uploads data to EntryScape, the Client must ensure that this data is (i) free from viruses or other damaging content, (i) in the agreed format, and (iii) cannot otherwise damage or disturb MetaSolutions' platform. MetaSolutions places backup copies for EntryScape in the cloud in accordance with the terms of the offer as presented to the Client, which is part of this Agreement. The Client is responsible for making backup copies of the Client's data in addition to the backup service included.

**(e) Press Release.** The Client agrees to being a reference client. This includes being identified on MetaSolutions' website and reaching agreement on a joint press release which both parties must approve before release. MetaSolutions may also refer to the Client in communications with third parties.

**(f) Applicable law.** The Client is responsible for ensuring and guarantees that the use of the Client's data via EntryScape is in accordance with applicable law and regulations.

**(g) Code of Conduct.** The Client must not use EntryScape in a way which causes damage to MetaSolutions or another third party. If the Client becomes aware that EntryScape is being used in contravention of this, the Client must immediately ensure that such use ceases and must inform MetaSolutions of the infringement. The Client undertakes not to use EntryScape to communicate or make information which violates another party's rights (copyright, brand or other intellectual property right), information which may infringe individual privacy or may offend another person, information which may constitute a criminal act or contain material which is not permitted under applicable law or regulations (such as discrimination or hate speech).

**(h) Users.** The Client is responsible for all user accounts created for the Client's organisation, all data and for actions which are taken from such user accounts. The Client shall regularly review the user accounts for which the Client is responsible and delete false accounts and/or report these to MetaSolutions without delay. The Client is responsible for all users' activities under the Client's accounts.

**(i) Main user.** MetaSolutions creates a main user linked to the Client organisation after the Client has entered into a current Connection Agreement. The main user has the right to create additional users to represent the Client. The Client is responsible for the main user's activities under the Client's accounts.

#### **5. COST OF THE SERVICES**

**(a) Service fee.** MetaSolutions will charge a fixed monthly fee as specified in the offer presented to the Client, and which is part of this Agreement.

**(b) Fee adjustments.** All fees are fixed during the first year (commencing on the start date). After the first year, MetaSolutions has the right to adjust its fees in accordance with Labour Cost Index for the Private Sector (LCI tjm, SNI 2007 kod J).

**(c) Invoicing.** MetaSolutions will invoice the Client in advance for the agreed time with a thirty (30) day payment deadline. MetaSolutions will send the invoice to the Client by email. For online-payment by credit card or similar, the fee will be debited in advance.

**(d) Non-payment of invoice.** If the Client has not paid the invoice by the due date, MetaSolutions has the right, without thereby limiting MetaSolutions' right to other payment or compensation):

- i. to charge the Client interest on the outstanding amount in accordance with Swedish law until and including the date on which payment is made. Such interest must be paid by the Client on request.
- ii. to terminate the Agreement in accordance with the provisions of point 12 below; or
- iii. to stop or suspend the Client's right to use EntryScope until payment has been received.

**(e) The Client's costs.** The Client is liable for all costs arising from the use of EntryScope unless otherwise expressly stated in this Agreement.

**(f) MetaSolutions' costs.** Any costs incurred by MetaSolutions relating to the Client's need for assistance with the installation of client software etc. shall be paid by the Client, in accordance with the terms separately agreed. MetaSolutions has the right to reimbursement of travel and subsistence expenses for travel outside Stockholm.

## **6. TECHNICAL REQUIREMENTS**

**(a) Uptime.** MetaSolutions has specified uptime for EntryScope in the offer presented to the Client, which is part of this Agreement. If no uptime has been specified in such an offer, no guarantees of uptime for the individual client are provided. Specified uptimes do not, however, apply if the unavailability is due to (i) scheduled maintenance as indicated on [www.metasolutions.se](http://www.metasolutions.se) (or any subsequently designated website) (ii) technical problems or defects in the Client's equipment, installations or applications, (iii) compliance with laws, ordinances, regulations or general requirements, or (iv) circumstances outside MetaSolutions' reasonable control (see section 10).

**(b) Scheduled maintenance.** MetaSolutions reserves the right to close EntryScope for maintenance once a month, with 7 days' notice. Exceptions may apply in the event of serious problems.

## **7. ON-SITE INSTALLATION**

If the Client has ordered an on-site installation of MetaSolutions' product(s), the following will apply over and above other conditions in the Agreement.

**(a) Basic support services in on-site installation.** Basic support services provide the level of service specified in the offer presented to the Client, and constitute part of this Agreement.

**(b) Expanded support services in on-site installation.** Extended support services provide the level of service specified in the offer presented to the Client, and constitute part of this Agreement.

**(c) Updating.** MetaSolutions will supply updates to the Client electronically. Updates shall be installed on site, either by the Client or by MetaSolutions in accordance with MetaSolutions' applicable hourly fees. The Client must install updates (which MetaSolutions supplies for the purpose of ensuring that the products function optimally, as well as for security-related purposes. Support for older versions of the products is offered for a maximum of two (2) years after installation.

**(d) Maintenance services.** On-site maintenance services can be provided on request in accordance with MetaSolutions' applicable hourly fees.

**(e) Conditions for the service.** The Client is responsible for establishing and maintaining access to on-site EntryScope installations so that MetaSolutions is able to provide services.

## **8. THE CLIENT'S DATA**

**(a) Ownership.** The Client owns all rights to the Client data. The Client is liable for and shall indemnify MetaSolutions against any infringement claims in respect of the Client's data or any other failure to comply with the law.

**(b) Personal Data Controller.** The Client is Personal Data Controller for the processing of personal data carried out by the Client in EntryScape. The Client shall ensure that all data, including personal data in EntryScape, is processed in accordance with applicable legislation. MetaSolutions is Personal Data Controller only for the Client's contact information and similar information required to enable the provision of the services, such as providing personal login for representatives of the respective client. The Client is responsible for ensuring that all contact information for Representatives of the Client, including users, main users and Data Protection Officers, is updated and must report changes to MetaSolutions without delay.

**(c) Personal Data Processor.** MetaSolutions is the Personal Data Processor for personal data in the Client's data and shall implement technical and organisational measures to protect the personal data. MetaSolutions will follow the general guidelines issued by the supervisory authority, as well as new regulations with respect to security requirements which affect the Client's data.

**(d) Personal Data Processor Agreement.** For any personal data processing in the Client's data, the Client and MetaSolutions have entered into a Personal Data Processing Agreement, see point 8, Personal Data Processing Agreement, below.

**(e) Storage of personal data.** MetaSolutions will only transfer, process and store the Client's personal data within the EU, and will comply with current laws. MetaSolutions shall enter into agreements with its subprocessors, in the event that subprocessors are engaged, under which the subprocessor undertakes to comply with the applicable terms and conditions in this Agreement.

## **9. PERSONAL DATA PROCESSOR AGREEMENT**

### **Personal data processing**

- (a) In the event that the Client processes personal data in EntryScape, this section, designated the Personal Data Processor Agreement, shall apply between the Client (Personal Data Controller) and MetaSolutions (Personal Data Processor). This Personal Data Processor Agreement regulates how the Personal Data Processor shall process personal data on the Personal Data Controller's behalf.
- (b) Under this Agreement, the Personal Data Processor shall process personal data on the Personal Data Controller's behalf for the purposes of publishing "open data" for the general public. The categories of registered and personal data which may be included in the processing are determined by the Personal Data Controller and are shown in the appropriate published block of data. The Personal Data Processor has no insight into what personal data the Personal Data Controller selects for publication via EntryScape. The Personal Data Controller is responsible for ensuring that all such information which is processed in EntryScape is processed in accordance with the current Data Protection Regulations.
- (c) The Personal Data Processor undertakes to process the personal data in accordance with the instructions provided in this Personal Data Processing Agreement. The Personal Data Processor shall immediately inform the Personal Data Controller if the Processor notices that the processing is illegal. The Personal Data Processor, however, has no obligation to carry out any such investigation.
- (d) The instructions apply as long as the Personal Data Processor is processing personal data on the Personal Data Controller's behalf.

### **The Personal Data Processor's undertakings**

- (e) The Personal Data Processor shall process the personal data in compliance with the obligation to observe confidentiality, and shall ensure that the personal data is processed by competent people in accordance with these Instructions. Confidentiality applies even after the termination of the Agreement and/or Instructions.
- (f) The Personal Data Processor shall assist the Personal Data Controller if registered users exercise their rights under the Data Protection Regulation.

- (g) The Personal Data Processor shall implement appropriate technical and organisational measures, as well as essential security measures, to protect the personal data from unauthorised access and to comply with the Data Protection Regulation.
- (h) The Personal Data Processor has the right to engage third parties to carry out parts of the processing ("Subprocessors"). The Personal Data Processor shall inform the Personal Data Controller before a new subprocessor is engaged. If the Personal Data Processor engages Subprocessors, the Personal Data Processor shall enter into a written agreement with each Subprocessor under which the Subprocessor assumes the same obligations as the Personal Data Processor has assumed under this Instruction. The Personal Data Processor is responsible to the Personal Data Controller for the subprocessors' processing of personal data. The Personal Data Processor must be able to provide a list of subprocessors at the Personal Data Controller's request.
- (i) The Personal Data Processor is not permitted to transfer personal data to third countries (countries outside the EU/EEA) without first informing the Personal Data Controller and ensuring that the destination country meets one of the requirements in the Data Protection Regulation, chapter V.
- (j) The Personal Data Controller has the right to examine the processing on request.
- (k) The Personal Data Processor shall immediately inform the Personal Data Controller in the event of security incidents which constitute or are likely to constitute a personal data incident.
- (l) When the Agreement has expired or during the Agreement Period, the Personal Data Processor shall, at the Personal Data Controller's request, delete or return the personal data, unless the Personal Data Processor is prevented from doing so for legal reasons. When the personal data has been deleted, the Personal Data Processor shall inform the Personal Data Controller of this.
- (m) Payment for the Personal Data Processor's undertakings under this Processor Agreement, as long as nothing else is set out in this section 8, shall be included in the payment which the Client makes under the Agreements. Notwithstanding the above, the Personal Data Processor, in the event that the Client's instructions or other enquiries under this Processor Agreement lead to further action from the Personal Data Processor's side compared with what can reasonably be expected under the Agreements, shall have the right to compensation for his/her costs in connection therewith in accordance with our current hourly rate. The Personal Data Processor shall, for example, have the right to separate payment when the Processor assists the Client with enquiries from registered or other investigations requested by the Client.

**Liability with respect to personal data processing**

- (n) If the Personal Data Processor does not fulfil the Personal Data Controller's instructions for processing personal data, the Personal Data Processor shall immediately inform the Personal Data Controller of this, whereupon the Personal Data Controller has the right to stop the processing or terminate the Personal Data Processor Agreement and these Instructions.
- (o) Parties' liability to each other in the event of infringement of this section 8, Personal Data Processor Agreement, shall be limited to direct losses and a maximum amount corresponding to the total amount which has been paid insubscriptioncosts for the service during the latest 12 months preceding the event which caused the loss.
- (p) Administrative fines imposed under the General Data Protection Regulation (GDPR) are to be paid by the party which is in breach of its obligations, and neither party shall pay the other party's administrative fines.

**10. LIABILITY**

**(a) Faults.** In the event of a fault developing in EntryScape, MetaSolutions shall rectify the fault with the urgency which the circumstances demand.

**(b) Inaccessibility.** If the Client is unable to use EntryScape to a significant extent for more than 48 hours, due to a fault in EntryScape, the Client has the right to receive compensation of 10% of the monthly charge for each 48-hour period during which the fault prevents the use of EntryScape. The Client does not have the right to any further payment or compensation over and above this cost reduction on grounds of failure to comply with the agreed service levels, other than in the event of intent or gross negligence on the part of MetaSolutions.

#### **11. LIMITATION OF LIABILITY**

**(a)** MetaSolutions provides no guarantees, either explicit or implicit.

**(b)** A party is liable for losses stemming from that party's negligence. Such liability shall be limited to the amount which the Client has actually paid in subscription charges during the six (6) months before the incident which gave rise to the loss occurred.

**(c)** at no time will a party be liable for the other party's or any third party's consequential losses, indirect, unforeseen or special damages, including loss of profit or loss of data stemming from or in connection with this Agreement or the Client's use of EntryScape.

**(d)** A party does not have the right to make a claim for damages unless such a claim is lodged within six (6) months from the date on which the damage occurred.

**(e)** The limitations in this section shall apply to the extent permitted in current law.

#### **12. FORCE MAJEURE**

Where MetaSolutions is prevented from fulfilling its obligations under this Agreement due to circumstances outside MetaSolutions' reasonable control, such as regulations issued by the authorities, war, insurrection, sabotage, embargo, fire, flood, strike or similar disruption, interruption or delay in transport, inaccessibility, interruption or delay in telecommunications or third-party services, faults in third-party software or hardware or inability to receive raw materials, consumables or electrical current used in or for equipment which is required for EntryScape, as well as defects or delays in services from subcontractors due to circumstances as described herein, such circumstances shall lead to the postponement of the time for performance and a discharge from liability for damages and other penalties.

#### **13. CONFIDENTIALITY**

The parties are agreed that the terms and conditions in this Agreement, as well as information on the other party which may be regarded as constituting a commercial secret, which can include parts of EntryScape, shall be treated as confidential and not disclosed to third parties for a period of three (3) years after notification, except (i) to a party's consultants, (ii) in accordance with legal requirements (and then only after notifying the other party in advance in writing), or (iii) on receipt of written consent from the other party. Unless required by law, MetaSolutions' price information must always be treated as a commercial secret. Confidentiality does not apply to information which a party can demonstrate is in the public domain.

Notwithstanding the above, the following shall apply if the Client is a public body: the parties are agreed that Swedish authorities/agencies and public bodies must comply with the principle of public access to official records and, accordingly, with the Public Access to Information and Secrecy Act (2009:400) and the Freedom of the Press Act (1949:105), and that these laws prescribe a general right for all Swedish citizens and foreigners to have access to public documents. Under the provisions of § 2 point 6 of the Freedom of the Press Act and chapter 31, § 16 of the Public Access to Information and Secrecy Act, business-related information, such as know-how and intellectual property rights belonging to MetaSolutions, is to be treated as confidential. Accordingly, MetaSolutions shall identify the information which it wants to be covered by such confidentiality, and the Client, when it is a public body, shall make every effort to fulfil this request in the event that a general request is submitted. MetaSolutions must be informed immediately if any such request is received from the general public.

#### **14. AGREEMENT PERIOD AND NOTICE OF TERMINATION**

**(a) Agreement period.** Unless otherwise separately agreed in the offer with the Client, this Agreement applies for one year from and including the start date (initial Agreement period).

**(b) Termination without cause.** After the initial Agreement period, the Agreement is extended automatically for the same period as the initial Agreement period, unless one or other of the parties terminates this Agreement by giving written notice to the other party at least (90) days before the commencement of the subsequent Agreement period. The termination will then take effect on the expiry of the current Agreement period.

**(c) Termination for cause.** Either party has the right to terminate this Agreement by giving written notice to the other party if:

- i. the other party is in material breach of its obligations under this Agreement and such breach has not been rectified within thirty (30) days after written notification of this, informing the other party that the party giving notice intends to terminate this Agreement if the breach of the Agreement is not rectified. Failure to pay correctly invoiced charges shall be treated as such a material breach of the Agreement, or
- ii. the other party becomes insolvent, or if a petition for bankruptcy is submitted by or against the other party and such application is not rejected within sixty (60) days of submission.

**(d) The effect of termination.** On the termination or expiry of this Agreement, all rights which the Client has been granted under this Agreement shall cease immediately. Client data or information which is stored on EntryScape shall be returned to the Client at the Client's request, in the digital format which the Client reasonably requests. MetaSolutions is entitled to remuneration for the compilation and transfer of such data in accordance with MetaSolutions' current price list.

#### **15. GENERAL**

**(a) Communications.** All communications and enquiries in connection with this Agreement shall be sent by courier, by registered letter or email to the other party's contact person at the address given in this Agreement. The other party will be regarded as having received such a communication: (i) at the time for delivery, if delivered by courier, (ii) 5 days after dispatch if sent by registered letter, or (iii) at the time at which the email was delivered to the recipient's email address, if sent by email.

Communications under this Agreement can be delivered by email. A notification of termination must, however, also be sent by post to be valid.

**(b) Applicable law and dispute resolution.** This Agreement shall be regulated and interpreted in accordance with Swedish law. Disputes, controversies or claims which arise as a result of or in connection with this Agreement shall be finally settled by a court of general jurisdiction in Sweden, with Stockholm District Court as the court of first instance.

**(c) The relationship between the parties.** The parties are independent contractors. Nothing in this Agreement shall be interpreted as creating an employment relationship, partnership, agency relationship or joint venture between the parties. The Client undertakes to be responsible for all the Client's taxes and public charges.

**(d) Prohibition of transfer.** This Agreement can be transferred by MetaSolutions, but the Client does not have the right to transfer the Client's rights or obligations without MetaSolutions's written consent.

**(e) Unbundling.** If a competent court finds that any provision in this Agreement, or part thereof, cannot be executed, the provision in the Agreement will still apply to the greatest possible extent so that the parties' intentions and will in this Agreement can continue to apply with full effect. This Agreement has been negotiated by the parties and their respective representatives, and shall be interpreted in accordance with these terms and conditions and without being to the advantage or disadvantage of either party.

**(f) Continued effect.** Delay or passivity from either party in exercising a certain right under this Agreement or in accordance with the law shall not be interpreted as a renunciation of such right.

**(g) The scope of the Agreement.** This Agreement constitutes the entire Agreement between the parties in respect of the content therein, and replaces all previous contracts and agreements with respect to the content therein.

**(h) Bound party.** By signing this Agreement or otherwise clearly accepting the Agreement, the undersigned or acceding individual confirms that he/she has the authority to implement this Agreement on behalf of the Client.

**(i) Special duty to provide information.** In the capacity of Personal Data Controller, the Client must report contact information of their Data Protection Officer to MetaSolutions if such a Data Protection Officer has been appointed. The contact information is used by MetaSolutions in the event of personal data incidents, other issues related to the processing of personal data and to fulfill the requirement for a correct register of data in accordance with the data protection laws.

#### **16. LIMITATIONS IN ENTRYSCAPE FREE**

MetaSolutions also supplies a test version of Entryscape – Entryscape Free. The purpose of EntryScape Free is to permit various interested parties to test and evaluate EntryScape before an agreement is signed. Metasolutions has the right to change the limitations in the Entryscape Free service unilaterally. The limitations applicable at any time are published on [www.entryscape.com/free](http://www.entryscape.com/free).