

QA TECH MAIN AGREEMENT

This main agreement (the “**Main Agreement**”) and its appendices (together, the “**Agreement**”) is entered into between QA Tech AB, reg. no. 559441-8948 (“**QA Tech**”), and the company that you represent (the “**Customer**”). The parties are hereinafter jointly referred to as the “**Parties**” and individually as a “**Party**”.

If you click the “I accept” button:

- you accept this Agreement and agree that the Customer will be legally bound by its terms; and
- you represent and warrant that you have the right, power and authority to enter into this Agreement on behalf of the Customer.

1 BACKGROUND

- 1.1 QA Tech provides an AI based service for automatic testing of websites for which QA Tech offers a number of different service packages. The service package specified in QA Tech’s current order confirmation shall constitute the services to be provided by QA Tech to the Customer under this Agreement (the “**Services**”). The content of each service package is further set out on QA Tech’s website [<https://qa.tech>] and may be updated from time to time.
- 1.2 When the Customer sign up for the Services or requests to change service package, pursuant to the terms and conditions of the Agreement, QA Tech shall provide the Customer with an order confirmation.
- 1.3 The Parties have agreed that QA Tech shall provide the Services to the Customer in accordance with the applicable order confirmation, service package and the Agreement.
- 1.4 For the avoidance of doubt, this Agreement does not apply to consumers and the Services may only be used for professional business purposes.

2 DEFINITIONS AND APPENDICES

2.1 Definitions

Capitalised terms in this Agreement are either defined directly in the sections where the terms are used or defined in Appendix 1 (General Terms and Conditions).

2.2 Appendices

- 2.2.1 The Agreement consists of this Main Agreement and the appendix listed below. The appendix accompanying this Main Agreement shall be an integrated part of the Agreement:

Appendix 1 General Terms and Conditions

- 2.2.2 In case of any inconsistency between this Main Agreement and any of the appendix listed above, this Main Agreement shall prevail.

3 TRIAL USE OF THE SERVICES

- 3.1 QA Tech may, from time to time, offer the Customer to try the Services free of charge (the “**Trial Services**”) for an agreed trial period (the “**Trial Period**”). QA Tech reserves

the right to cancel a Trial Period at any time without any liability, to the extent permitted in accordance with applicable law.

- 3.2 The applicable terms and conditions of this Agreement will govern any use of the Trial Services.
- 3.3 The Customer may only register for the Trial Services if the Customer is not an existing or former customer of QA Tech.
- 3.4 The Trial Services are provided “as is” and “as available” without any warranty of any kind. Trial accounts for the Trial Services may be suspended, terminated, or discontinued at any time and for any reason (or no reason). QA Tech disclaims all obligation and liability under the Agreement (including liability otherwise provided for under Clause 13 (Limitations of Liability) in [Appendix 1](#) (General Terms and Conditions)) for any harm or damage arising out of or in connection with the Trial Services, including any obligation or liability with respect to Customer’s Data or Customer’s Software. Any configurations or Customer’s Data entered into Trial Services by way of trial accounts, and any customizations made to Trial Services by or for the Customer, may be permanently lost if the Trial Services are suspended, terminated, or discontinued.
- 3.5 At the expiry of the Trial Period for the Trial Services, provided that the Customer has not terminated the Services, the Agreement will continue to apply between the Parties and QA Tech will, if not otherwise agreed, continue to provide the Services and start charging the Customer for such Services. The Customer has the option to terminate the Trial Services prior to the end of the Trial Period without any charge. In order to terminate the Trial Services, see Clause 6 (*Term of the Agreement*) below.
- 3.6 If the Customer has not terminated the Trial Services within the Trial Period, QA Tech will automatically start charging the Customer for the paid Service at the selected payment interval from the first day after the Trial Period. The Customer will thereafter be charged for the Services at the selected payment interval in accordance with this Agreement (see Clause 5 (*Fees and payment terms*) in the Main Agreement).

4 PROVISION OF THE SERVICES

- 4.1 The Services shall include a subscription to the number of User licenses the Customer requires, based on how many active Users the Customer has, if otherwise is not stated on the applicable order confirmation. Licenses for inactive Users will be provided free of charge.
- 4.2 The applicable order confirmation shall specify the chosen service package. Upon Customer’s request, the Customer may upgrade to another service package pursuant to the price list applicable from time to time.
- 4.3 QA Tech shall provide the Services according to the terms and conditions further specified in [Appendix 1](#) (General Terms and Conditions).

5 FEES AND PAYMENT TERMS

5.1 Fees

- 5.1.1 Customer shall pay compensation for the Services provided by QA Tech in accordance with QA Tech’s from time-to-time applicable price list. The Customer acknowledges and agrees that the amount charged or invoiced may vary depending on the Customer’s use of the Services.

5.1.2 The fees are stated exclusive of VAT, other taxes and duties, and charges.

5.2 **Payment and invoicing**

5.2.1 The Customer will provide QA Tech with valid and updated credit card information. The Customer authorises QA Tech to charge such credit card for all purchased Services. Such charges shall be made monthly in advance.

5.2.2 If payment will be by a method other than a credit card, QA Tech will invoice the Customer in arrears. Payments shall be made within thirty (30) days from the date of invoice. Other payment methods may be agreed separately.

5.2.3 The Customer is responsible for providing complete and accurate billing and contact information to QA Tech and notifying QA Tech of any changes to such information.

5.2.4 Since the amount charged or invoiced may vary based on the Customer's use of the Services, QA Tech will make any necessary corrections on the amount charged in relation to the Customer's use in arrears.

5.3 **Overdue charges and suspension of Services**

5.3.1 In the event of a delay in payment, default interest and other compensation shall be paid in accordance with law.

5.3.2 If any charge owing by the Customer under this Agreement is ten (10) or more days overdue, or thirty (30) days or more overdue in the case of payment by invoice, QA Tech may withhold further provision of the Services until the Customer has paid all amounts due and outstanding, provided that, other than for the customers paying by credit card or direct debit whose payment has been declined.

6 **TERM OF THE AGREEMENT**

6.1 This Agreement shall enter into force on the Effective Date and shall continue to be in effect until the Agreement is terminated by either Party in accordance with this Agreement.

6.2 This Agreement may be terminated by either Party in writing or, by the Customer through the cancel page in the Service, with three (3) months' notice. However, QA Tech's termination of the Agreement due to the Customer's material breach shall take effect immediately.

6.3 The confidentiality provisions of Clause 10 (*Confidentiality*) in [Appendix 1](#) (General Terms and Conditions) shall continue in effect between the Parties regardless of whether the Services are terminated.

6.4 If the Customer terminates the Agreement in accordance with Clause 17 (Changes to this Agreement and the Services) in [Appendix 1](#) (General Terms and Conditions) due to change in the Services, QA Tech will refund the Customer any prepaid fees covering the remainder of the term of the terminated Agreement.

7 **GOVERNING LAW AND DISPUTE RESOLUTION**

The governing law and dispute resolution mechanism that apply to this Agreement is set out in [Appendix 1](#) (General Terms and Conditions).

APPENDIX 1 – GENERAL TERMS AND CONDITIONS

This Appendix 1 (General Terms and Conditions) constitute an appendix to the Main Agreement entered into between QA Tech and the Customer and governs the Parties' responsibilities and obligations in relation to the Services under the Agreement.

1 DEFINITIONS

Unless the context or circumstances clearly indicate otherwise, the following words and phrases shall have the meanings specified below:

"Access Point"	means the point or points where QA Tech connects the Services to the internet unless the Parties have agreed otherwise.
"Agreement"	has the meaning set forth in the recital of the Main Agreement, which means the Main Agreement including its appendices, entered into between the Parties.
"Customer"	has the meaning set forth in the recitals Main Agreement.
"Customer's Data"	means data or other information, excluding personal data, that Customer or User, or another party on Customer's or a User's behalf, includes in the Service or in any other way puts at QA Tech's disposal.
"Customer's Software"	Means the software, excluding personal data, owned by Customer or which Customer is entitled to use in accordance with an agreement with a third party, and which is used in the Services.
"Disclosing Party"	has the meaning set forth in Clause 10.1.
"Effective Date"	means the date on which the Parties entered into this Agreement. In relation to Customers using the Trial Services, the Effective Date means the date on which the trial period starts.
"Main Agreement"	means the main agreement to this appendix, as set forth in the recitals of the Main Agreement.
"Party" or "Parties"	has the meaning set forth in the recitals of the Main Agreement.

“QA Tech”	has the meaning set forth in the recitals of the Main Agreement and refers to QA Tech AB.
“Receiving Party”	has the meaning set forth in Clause 10.1.
“SCC”	means the Arbitration Institute of the Stockholm Chamber of Commerce.
“Services”	means the services that are ordered by the Customer and provided by QA Tech, as further defined in Clause 1.1 of the Main Agreement.
“Third Party Software”	means a software owned by a third party and licensed to QA Tech, which is used in or for the Services. The Customer is entitled to use the Third Party Software in accordance with this Agreement and other supplementary terms and conditions communicated by QA Tech, if any.
“Trial Services”	has the meaning set forth in Clause 3.1 in the Main Agreement.
“User”	means the Customer’s personnel, consultants or other parties or individuals who are authorised by the Customer to use the Services.

2 QA TECH’S UNDERTAKINGS

- 2.1 QA Tech shall, from the Effective Date, provide the Services, including Trial Services if applicable, at the Access Point in accordance with the terms and conditions of the Agreement.
- 2.2 QA Tech may engage sub-contractors for performance of the Services and other obligations under the Agreement. Except for as under Clauses 11.1.4 and 12.3 below, QA Tech has the same responsibility for work performed by sub-contractors as for its own work.

3 THE CUSTOMER’S UNDERTAKINGS

In order to enable for QA Tech to perform its obligations under the Agreement, the Customer is responsible for the following:

- a) The connection and communication between the Customer and the Access Point. The Customer is also responsible for ensuring that it has the equipment, software and technical prerequisite that is required for the use of the Services.
- b) Faults and defects in the Customer's Software and the subsequent non-availability of the Services.

- c) Customer's Data, including backup of Customer's Data, unless otherwise is stated in the Agreement.
- d) That (i) the Customer's Data is free of viruses, trojans, worms or other harmful software or code; (ii) Customer's Data are in the agreed format; and (iii) that Customer's Data cannot, in any other way, damage or interfere with QA Tech's system or the Services.
- e) The Customer shall ensure that log-in information, security methods and other information provided by QA Tech for access to the Services are handled confidentially in accordance with Clause 10 (*Confidentiality*). The Customer shall notify QA Tech immediately in the event of any unauthorised access to information in accordance with this clause. The Customer acknowledges that this obligation includes that the Customer shall ensure that its authorised Users do not share its log-in information with each other or any third party.
- f) The Customer shall notify QA Tech immediately upon discovery of any infringements or attempted infringements that might affect the Services.
- g) The Customer shall ensure that all Users will follow all applicable laws, guidelines and recommendations when using the Services.

4 THE CUSTOMER'S USE OF THE SERVICES

- 4.1 Subject to the Customer's fulfilment of the terms of the Agreement, QA Tech grants the Customer a non-exclusive, non-transferable and revocable license to use the Services for the Customer's own internal business purposes, and for such purposes a license to grant to the applicable number of Users, a right to access and use the Services, all during the term of the Agreement and in accordance with the terms and conditions set forth herein.
- 4.2 The Customer may not: (i) copy or transfer any software, content or source code that is included in the Services without written permission from QA Tech, (ii) let anyone other than the Users nominated in accordance with Clause 4.3 use the Services, and/or (iii) use the Services in any way that causes, or may cause, damage to the Services or QA Tech, impairment of the availability or accessibility of the Services, or in any way which is unlawful, illegal, fraudulent, or harmful.
- 4.3 The Customer or the Customer's contact person as set out in Clause 6 (*Contact Persons*) shall specify each User that is authorised to use the Services by inviting them to the Services. If a person is no longer authorised to use the Services, the Customer shall immediately ensure that their access to the Services is removed.
- 4.4 The Customer is responsible for all Users' use of the Services and shall ensure that the Users comply with the terms and conditions of the Agreement when using the Services.
- 4.5 The Customer is required to follow any information in writing provided by QA Tech from time to time for the use of the Services. Such information may include documents from Third Party Software providers such as acceptable use policies or similar.
- 4.6 The Customer is responsible for ensuring control over Customer's Data handled in the Services and for ensuring that the Customer can prevent the data from spreading in accordance with the requirements in applicable legislation.

5 LIMITATION OF ACCESS TO THE SERVICES

- 5.1 In addition to what is set out in Clause 5.3.2 in the Main Agreement, QA Tech has an unrestricted right to temporarily or permanently restrict continued access to the Services by

the Customer or a User, or give notice to terminate the Agreement or a User account, with immediate effect if the Customer or a User:

- a) within the Services processes information in a way that entails infringement of another party's copyright or other rights that conflict with applicable legislation or otherwise is found to be illegal, unethical or immoral; or
- b) without authorisation attempts to destroy, distort, or obtain access to information within the Services.

5.2 If QA Tech exercises this right, QA Tech shall notify the Customer unless prohibited by law, court order or administrative decision by a competent authority. Furthermore, QA Tech has a right to compensation for loss or damage, including compensation for loss of goodwill, caused by the Customer's or User's action according to paragraphs a) to b) above.

5.3 QA Tech may carry out measures that affect the availability of the Services if required for technical, maintenance, operational or safety reasons. QA Tech shall perform such measures promptly and in a manner that limits the disruption. QA Tech undertakes to provide information in the Services about such planned disruptions, within a reasonable time before and, if possible, carry out such measures outside of normal office hours. For the avoidance of doubt, normal office hours refer to CET/CEST 08.00-17.00 on business days applicable to QA Tech.

6 CONTACT PERSONS

The Customer shall designate a contact person who shall be responsible for the cooperation in regard to the Agreement. The Customer shall notify QA Tech of the designated contact person. If the Customer does not notify QA Tech, the person entering into this Agreement on behalf of the Customer will be considered the contact person.

7 CUSTOMER'S DATA

7.1 In the relationship between the Customer and QA Tech, the Customer is the holder of all rights pertaining to Customer's Data. Unless otherwise agreed in writing, work in connection with transferring Customer's Data to the Customer during the term of the Agreement is an additional service.

7.2 QA Tech does not assume any liability for Customer's Data.

7.3 The Customer is solely responsible for Customer's Data. The Customer is liable for ensuring that Customer's Data complies with all applicable laws, guidelines and recommendations for the Services, and information in writing regarding the use of the Services. The Customer is liable for, and shall indemnify and hold QA Tech harmless from and against, all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against, incurred or paid by QA Tech as a result of or in connection with any breach by the Customer of its undertakings under this Clause 7.

7.4 QA Tech has the right to delete Customer's Data:

- a) In accordance with Clause 14 (*Winding up the Services*) at termination of the Agreement.
- b) After thirty (30) days of giving notice thereof, in the event that QA Tech finds, or have reason to believe, that the Customer has handled information in a way that entails breach of copyright, intellectual property right or which is otherwise to be considered as being unserious or unethical.

- c) After thirty (30) days of giving notice thereof, if the Customer in any other way than as described in b) above does not comply with applicable Swedish and/or international legislation with regard to the information which is processed in any way within the Services.

7.5 QA Tech has the right to, for technical reasons, transfer information in the Services to another data medium. Recovery of backed-up information may take place at the Customer's request for a fee according to the price list applicable from time to time or to what has otherwise been agreed between the Parties.

8 LOGS

8.1 QA Tech keeps a log over the use of the Services. Data from the log may be used by QA Tech for performing and developing the Services, for statistical, administrative and other similar purposes, to clarify misuse or analyse infringements, as well as to provide information to public authorities or for statistical, administrative and other similar purposes.

9 PERSONAL DATA

9.1 The Customer is responsible for ensuring that only synthetic data is used within the Service, and testing may under no circumstances be made including personal data (as defined in applicable data protection legislation). Hence, the Parties agree that no personal data will be processed in the Service.

9.2 In relation to personal data about the Parties' contact persons and similar, each Party is responsible for its own processing as data controller and shall ensure that such processing complies with applicable law.

10 CONFIDENTIALITY

10.1 Each Party ("**Receiving Party**") undertakes, without limitation in time, not to disclose confidential information that has been obtained from the other Party ("**Disclosing Party**"), to a third party.

10.2 QA Tech undertakes to only use confidential information for the purpose of maintaining the Services. QA Tech further undertakes to ensure that personnel and sub-contractors have access to confidential information only to the extent necessary for QA Tech to be able to perform its obligations in accordance with the Agreement and applicable legislation.

10.3 Confidential information means every item of information, including Customer's Data and personal data, technical, commercial or of other kind, with the exception of:

- a) Information which was independently developed by QA Tech without reference to Customer's Data.
- b) Information which is publicly known, or which becomes public knowledge in another way than through a breach by the Receiving Party of this confidentiality undertaking;
- c) Information which the Receiving Party can show has come to its knowledge in any other way than via the Services;
- d) Information which the Receiving Party received or may receive from a third party without being bound by a duty of confidentiality in relation to the third party; and
- e) Information which the Receiving Party is obliged under mandatory law, court or government order or binding stock exchange regulations to reveal to public authorities.

- 10.4 In cases as referred to in Clause 10.3 d) above, the Receiving Party does not have the right, however, to disclose to third parties that the same information has also been received from the Disclosing Party. Unless prohibited by law, the Receiving Party shall notify the Disclosing Party of any legally binding requests for disclosure of confidential information held by the Receiving Party.
- 10.5 The Receiving Party shall ensure that confidentiality, as set forth above, is observed and maintained by entering into confidentiality agreements with employees or taking other appropriate measures. The Receiving Party is also responsible for ensuring that engaged sub-contractors and sub-contractors' employees that participate in the performance of the Services, or who are otherwise affected by the Services, sign confidentiality obligations on equivalent terms in favour of the Disclosing Party.

11 INTELLECTUAL PROPERTY RIGHTS

QA Tech and/or QA Tech's licensors hold all rights, including intellectual property rights, to the Services and the software it includes. Unless otherwise set forth in this Agreement, nothing in the Agreement or other documentation between the Parties shall be considered to constitute a transfer of intellectual property rights between the Parties. QA Tech shall not obtain any intellectual property or other rights to Customer Data through Customer's use of the Services.

11.1 QA Tech's responsibility

- 11.1.1 QA Tech shall ensure that the Customer's use of the Services does not infringe any copyright, patent or other intellectual property right. QA Tech undertakes, at its own expense, to defend the Customer against any claims or actions regarding infringement of a third party's rights due to the Customer's use of the Services. QA Tech shall also indemnify the Customer for any costs or damages that the Customer may become liable to pay as a result of a final judgment or settlement.
- 11.1.2 The obligation by QA Tech under Clause 11.1.1 only applies if the Customer has notified QA Tech in writing of a claim or action within a reasonable time and QA Tech has sole control over the defence against such action and the sole right to negotiate any agreement or settlement.
- 11.1.3 If a third party claims that the Customer's use of the Services infringes a third party's rights, QA Tech is responsible for ensuring that the necessary rights are obtained, that another non-infringing software is acquired, or, if none of the foregoing is commercially viable for QA Tech, that the Agreement is terminated and that any unused part of prepaid license fees are refunded to the Customer.
- 11.1.4 Notwithstanding the above, with respect to infringement claims related to Third Party Software, QA Tech's liability and obligations are instead limited to taking the actions set out in Clause 12.3.
- 11.1.5 Unless otherwise stated in this Clause 11.1, QA Tech has no liability to the Customer for infringements of a third party's intellectual property rights.

11.2 The Customer's responsibility

- 11.2.1 It is the Customer's responsibility to obtain the necessary rights to use Customer's Data within the scope of the Services. The Customer undertakes to defend, at its own expense, QA Tech against any claims or actions regarding infringement of a third party's copyright, patent or other intellectual property rights due to use of Customer's Data within the scope of the Services. The Customer furthermore undertakes to indemnify QA Tech against any costs or damages that QA Tech may become liable to pay as a result of a judgment or settlement.

- 11.2.2 The obligation by the Customer only applies if QA Tech has notified the Customer in writing of a claim or action within a reasonable time and the Customer has sole control over the defence against such action and the sole right to negotiate any agreement or settlement.
- 1.1.1 Where a third party alleges that the use of Customer's Software infringes upon the third party's rights, Customer is responsible for obtaining any necessary rights.
- 11.2.3 Unless otherwise stated in this Clause 11.2, the Customer is not liable towards QA Tech for infringements of a third party's intellectual property rights.

12 LIABILITY FOR THE SERVICES

- 12.1 The Services are provided "as is" and "as available", since the Services are based on AI and include several different AI components, meaning that their function cannot be guaranteed.
- 12.2 In the event of faults in the Services for which QA Tech is responsible, QA Tech shall, use commercially reasonable efforts to remedy the fault, if possible.
- 1.2 The Customer acknowledges that the Services are based on Third Party Software and that QA Tech does not take any responsibility towards the Customer for any infringement, incident or failure due to such Third Party Software components or provision of services to QA Tech. To the extent such infringement, incident or failure would occur, QA Tech's obligations are instead limited to reporting the infringement, incident and/or the failure to the Third Party Software provider and implementing any potential solution from the Third Party Software provider. QA Tech shall also monitor that the Third Party Software provider fulfils its obligations under the applicable agreement between QA Tech and the Third Party Software provider.
- 1.3 Unless as stated in this Clause, QA Tech shall not have any other liability for faults or any other non-performance of the Services.

13 LIMITATION OF LIABILITY

- 13.1 Should a liability to pay damages arise, a Party's liability for damages is limited, per calendar year, to a total sum equal to fifteen (15) percent of the paid annual fee for the Services in question. A Party is not in any event liable for loss of profit or other indirect damage or loss. Furthermore, a Party is not liable for the other Party's liability towards a third party, other than as stated in Clause 11 (Intellectual Property Rights) or, as regards the Customer's liability, under Clause 7.3.
- 13.2 QA Tech shall not be liable for any faults, disruptions, losses or any other problems caused in the Customer's Software or otherwise related test environment caused by the Services, unless such is caused by QA Tech's negligence.
- 13.3 QA Tech shall not be liable for any loss of data, including Customer Data, except to the extent the loss of data is caused by QA Tech's negligence in performing its agreed commitments regarding backup copying.
- 13.4 The limitation of liability in this Clause 13 does not apply in the event of personal injury and liability in accordance with Clause 11 (Intellectual Property Rights) and 7 (Customer's Data) or in the event of intent or gross negligence.
- 13.5 Any claims for damages shall be submitted no later than six (6) months from the time the damage occurred, however never later than three (3) months from the expiration or termination of the Agreement.

14 FORCE MAJEURE

- 14.1 If QA Tech's performance of its obligations under the Agreement is failed or delayed due to causes beyond QA Tech's reasonable control, including but not limited to war or warlike situations, military mobilisation or military conscription of a similar scope, insurrection and riot, terrorism, sabotage, lightning, strike or other labour disputes, fire, natural disaster, epidemic, pandemic, break-down of datacentres, relevant technical infrastructure or services, cybersecurity attack, public authority order, discontinuation of the supply of energy, or circumstance comparable therewith, changes in or new regulations, governmental actions, and/or faults or delays in services provided by a sub-contractor or a Third Party Software provider due to such circumstances as are stated above, such circumstances shall constitute grounds for release resulting in an extension of the deadline for performance and release from liability to pay damages and other remedies.
- 14.2 If the performance of the Services in substantial respects is prevented for a period exceeding one (1) month due to a circumstance stated herein, either Party shall have the right to terminate the Agreement in writing, without incurring any liability for compensation. When terminating the Agreement in accordance with this clause, Clause 15 (Winding up the Services) shall apply.

15 WINDING UP THE SERVICES

- 15.1 Upon termination of the Agreement, the Customer is responsible for collecting any Customer Data, as applicable, at the latest sixty (60) days from the termination of the Agreement.
- 15.2 As an additional service and to a reasonable extent, QA Tech shall assist Customer with the transfer of Customer Data. Such request shall be made within the 60-day period referred to in the previous paragraph.
- 15.3 After the expiry of such 60-day period referred to in this Clause 15, and unless otherwise is required by law, QA Tech shall delete Customer's Data, or in a different manner make it inaccessible to the Customer, within a reasonable time but no later than twelve (12) months from the expiry of the Agreement.
- 15.4 QA Tech shall be entitled to reasonable compensation for work or additional costs under this Clause 15 or any required investment in accordance with QA Tech's price list applicable from time to time. The Customer's obligation to pay for an investment only arises if the Customer requests such an investment.
- 15.5 Notwithstanding any of the above, QA Tech has the right to delete Customer Data in accordance with what is stated in Clause 7.4.

16 NOTICES

If not stated otherwise in this Agreement, notices or other communications shall be sent by courier, registered mail, or email to the Party's contact person at the addresses specified by such Party. Notices are deemed to have been received by the other Party:

- a) at the time of delivery, if sent by a courier;
- b) five (5) days after dispatch, if sent by registered mail; or
- c) at the time the electronic message arrived at the recipient's email address, if sent by email.

17 CHANGES TO THIS AGREEMENT AND THE SERVICES

- 17.1 QA Tech reserves the right to change this Agreement and the Services. QA Tech may, without prior notification to the Customer, make changes to the content of the Services (including

introducing or removing features or functionalities), the method of providing the Services or the Agreement, provided that such change is not of more than minor insignificance to customers in general.

- 17.2 Other significant changes shall be notified to the Customer via email or in another way which is clear to the Customer before they enter into force. The changes enter into force thirty (30) days after notification. In the event the Customer does not accept a change under this Clause 17.2, the Customer shall terminate the Agreement in writing no less than seven (7) days before such change enters into force.

18 SEVERABILITY

If any provision of the Agreement, or the application thereof, is deemed invalid, the Agreement, or the provision as a whole, shall not be rendered invalid. The Parties shall, instead, modify the Agreement or the provision, to the extent possible, in order to give effect to the spirit of this Agreement. If the Parties cannot agree on a modification of the invalid provision, the provision shall be deemed deleted and other provisions of the Agreement shall remain in force.

19 TRANSFER OF THE SERVICES AND THE AGREEMENT

- 19.1 No Party may assign, pledge, or otherwise encumber this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party. However, QA Tech may assign this Agreement to a group company, or in the case of a merger, acquisition, or sale of substantially all the assets of QA Tech, without the prior written consent of the Customer.
- 19.2 Notwithstanding the foregoing, QA Tech may assign the right to receive payment under the Agreement without the prior written consent of the Customer.

20 GOVERNING LAW AND DISPUTE RESOLUTION

- 20.1 This Agreement shall be governed by and construed in accordance with Swedish law, without regard to its conflict of laws principles.
- 20.2 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 arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").
- 20.3 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.
- 20.4 The language to be used in the arbitration proceedings and all related documentation and correspondence shall be English and the seat of arbitration shall be Stockholm, Sweden.
- 20.5 The Parties undertake and agree that all arbitral proceedings conducted with reference to this Clause 20 will be kept strictly confidential. This confidentiality undertaking will cover all information disclosed during such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of all Parties hereto.