

# Dynamic Communication

## Special Terms and Conditions Applicable commencing 1 January 2018

This service is provided by PostNord Strålfors AS (org.nr. 944 997 431). Other subsidiaries of PostNord Group AB (reg. no. 556128-6559) may be authorized to enter into agreements on PostNord Strålfors AB's behalf. However, PostNord Strålfors AB is always the party contracting with the Customer. "Strålfors" in these Special Terms and Conditions, as well as the price appendix and any other agreed appendices related to this service, shall always mean PostNord Strålfors AB.

The **Dynamic Communication** service consists of giving the Customer access to the IT infrastructure provided by Strålfors, which enables the creation of communication and distribution (the "Service").

The Service is provided pursuant to these Special Terms and Conditions as well as to the terms of the specific Customer Assignment (the "Customer Assignment").

Unless otherwise stated in these Special Terms and Conditions or agreed separately with Strålfors, the Strålfors General Terms and Conditions (the "SGTC"), applicable from time to time, shall apply.

## Definitions

**User:** Customer that has access to Strålfors web based service for Dynamic Communication.

**Agreement:** The Customer Agreement, Special Terms and Conditions applicable from time to time and Strålfors' General Terms and Conditions (the "SGTC") as well as the appendices included therein and any other agreed contract documents.

**Business Day:** A weekday, which is not a public holiday or customarily full or partial days in the country in which the Service is provided.

**Customer Assignment:** An appendix to the Agreement which defines Strålfors' assignment and specifies the Customer's undertakings.

**Production Documentation:** The Customer's material in physical or electronic form which constitutes the applicable edition and basis for provision of the Service.

**SGTC:** Strålfors' General Terms and Conditions applicable from time to time, available according to section 8.

## 1 Scope of the Service

The Service consists of one of the base services described below in the versions Standard, Advanced or Extended, Options and Professional Services. The Customer may, in addition to the Standard Service, select one of the Options and Professional Services. The detailed scope of the Service is set forth in the Customer Assignment.

### 1.1 Dynamic Communication Standard

The Customer shall be entitled to use the Service, Dynamic Communication Standard, in which is included the IT-service that Strålfors provides, to create communication for the Service, from time to time.

Start-up fees, monthly fees and fees per document pursuant to Strålfors' price appendix, applicable from time to time, are charged for the right to use the Service, Dynamic Communication Standard.

### 1.2 Dynamic Communication Advanced

The Customer is entitled to use the Service, Dynamic Communication Advanced, giving the Customer access to Dynamic Communication Standard with the addition of web based service for adaptation of content in dynamic docu-

ments as agreed with the Customer in the Customer Assignment.

The Customer is given user rights for one (1) user of the Service. The Customer may add additional user rights and will be charged according to Strålfors' price appendix, applicable from time to time.

Start-up fees, monthly fees and fees per document pursuant to Strålfors' price appendix, applicable from time to time, are charged for the right to use the Service.

### 1.3 Dynamic Documents Extended

The Customer shall be entitled to use the Service, Dynamic Communication Extended, in which additions to Dynamic Communication Advanced are included as agreed with the Customer and set out in the Customer Assignment. Additions can be either according Strålfors standard services or customer unique solutions.

Start-up fees, monthly fees and fees per document pursuant to Strålfors' price appendix, applicable from time to time, are charged for the right to use the Service.

### 1.4 Options - File reception

The options stated below are available for file reception. Agreed file reception is set forth in the Customer Assignment.

The price for file reception added to the Service is set forth in Strålfors' price appendix applicable from time to time.

#### 1.4.1 FTP/SFTP

The Customer gains access to an FTP or an SFTP address which can be used together with data links in order to send Production Documentation between the Customer and Strålfors. SFTP communication is encrypted. Strålfors responsibility for the transmitted file occurs when the file arrives on Strålfors server.

#### 1.4.2 Virtual Private Network (VPN)

The Customer gains access to data links through VPN, which can be used to send Production Documentation between the Customer and Strålfors. Communication in VPN can be either encrypted or unencrypted. Strålfors responsibility for the transmitted file occurs when the file arrives on Strålfors server.

#### 1.4.3 Fixed Link

The Customer gets access to a data link through a fixed link which can be used to send Production Documentation between the Customer and Strålfors. Strålfors' liability is limited to the fixed link which is within Strålfors' control. Communication in Fixed Link can be either encrypted or unencrypted. Strålfors responsibility for the transmitted file occurs when the file arrives on Strålfors server.

### 1.5 Formatting of Dynamic Documents

The documents are formatted according to the Customer's production documentation according to agreed layout and functionality for the dynamic document. The output data format agreed with the Customer is set forth in the Customer Assignment.

### 1.6 Document storage

The service includes document storage for dynamic document during 45 days. If longer storage time is needed it has to be agreed in the Customer Assignment and this will be charged according to Strålfors' price appendix, applicable from time to time, for the selected service for storage.

## 1.7 Professional Services

The Professional Services stated in 1.71 –1.7.4 provided in connection with set-up and changes of the service, will be charged by the hour according to Strålfors' price appendix, applicable from time to time.

### 1.7.1 Business Consultants

Business Consultants are consultants providing pre-studies, investigations systemization and analysis of the Customer's data flow. This service also consists of documentation and of pre-studies of proposed customer solutions.

### 1.7.2 Project management

Project management includes project manager, managing and steering the project.

### 1.7.3 Technical Consultants.

Technical Consultants include consultants that perform services within development and integration.

Development includes services performed due to that the Assignment deviates from the standard specification. This service includes work with file format, integration, functionality and layout.

Integration includes services when the assignment is completed according to the service standard specification.

### 1.7.4 Training

Strålfors conducts training as agreed with the Customer and set out in the Customer Assignment.

## 1.8 Customer Service

### 1.8.1 Customer support

Strålfors provides a support function in relation to the Service to which the Customer may report errors in the Service. Through the support function, Strålfors also assists the Customer to a reasonable extent with responses to questions regarding the Service and enquiries regarding sent and received documents.

Unless otherwise agreed or notified, Strålfors' support function is staffed during hours published according to section 7 below.

Strålfors is at all times entitled to charge for time spent on support outside the times set forth above or where Strålfors performs any specific, with Customer agreed, activity or measure. In such cases, compensation shall be paid for actual time expended in accordance with Strålfors' price appendix applicable from time to time.

### 1.8.2 Extended customer support

This option entails that Strålfors undertakes to provide support to the Customer in matters which exceed the support function offered by Strålfors as a part of the standard service. The following are examples of what the extended support function may contain:

- support to the end users of the Service;
- administration of the Customer's administration interface;
- extended service hours for the support service: and/or
- fixed deadlines for support measures.
- technical monitoring of the Customer's flows

The agreement on extended support, as well as the extent thereof, is set out in the Customer Assignment. The Customer will be charged a fee for the extended support in accordance with Strålfors' price appendix, applicable from time to time.

## 1.9 Operations

The Service is normally in operation and staffed twenty four (24) hours a day, seven (7) days a week. Strålfors does not warrant that the Service is free from error or disruption.

## 2 Strålfors' undertakings

Strålfors shall provide the Service as described in detail in the Customer Assignment in accordance with these Special Terms and Conditions and Strålfors General Terms and Conditions (SGTC).

### 2.1 Transmission of messages

Strålfors shall indicate which technical requirements shall be applicable to transmission of messages by the Customer. These requirements are set out in the Customer Assignment. In these situations, Strålfors shall also provide specifications for communication and documents.

### 2.2 Prerequisites for Connection

Strålfors connects the Customer in the manner set forth in the technical prerequisites and requirements set forth in the Customer Assignment. The Service is placed into production when the technical prerequisites are met by both parties, the tests agreed in the Customer Assignment are correctly performed and no material defects remain. If Strålfors finds that necessary information from the Customer for connection is missing, or that the Customer has not taken necessary measures for connection, Strålfors shall be entitled to suspend connection until the necessary information is provided or necessary measures are taken. A fee is charged for connection of the Service according to Strålfors' price list applicable from time to time.

Strålfors shall be entitled to charge a separate fee for reasonable time expended in conjunction with connection of a Customer or in the event of delays attributable to the Customer, for example late deliveries, or in the event any other activity or measure which Strålfors takes according to a separate agreement with the Customer. Compensation shall be charged per hour pursuant to the hourly rate set forth in Strålfors' price appendix applicable from time to time.

If the Customer wishes to make changes which entail that the connection, in whole or in part, needs to be remade, Strålfors shall be entitled to compensation pursuant to the hourly rate applied by Strålfors from time to time. Changes must be agreed in writing between the parties in the Customer Assignment.

## 3 The Customer's undertakings

The Customer shall perform the obligations stated in these Special Terms and Conditions as well as any undertakings other than those addressed herein which can be required of the Customer and are stated, for example, in the Customer Assignment or SGCT.

### 3.1 The Customer's equipment; systems requirement

Before entry into production of the Service, the Customer shall define, install, test and verify that the network and protocol communication requirements meet the requirements which are set out in the Customer Assignment.

### 3.2 Authorization

The Customer undertakes to maintain and apply procedures for processing authorizations which have been granted to ensure that no unauthorized person can gain access.

### 3.3 Connection

At start-up tests of connection to the Service shall be carried out. The Customer shall ensure that all programs and connections according to the Customer Assignment are required for connection of the Service have been installed and tested at the time of entry in to production and that the Customer's employees having the necessary competence are present and available to Strålfors for the connection of the Service.

The Customer may begin using the Service only when Strålfors has received a complete, signed Agreement and the agreed tests have been performed and approved.

If the Customer does not fulfill its obligations pursuant to the plan for entry into production, Strålfors shall be entitled to hourly compensation for reasonable spent time in accordance with the Strålfors' price appendix applicable from time to time.

### 3.4 Changes

The Customer shall be entitled to demand changes to the Customer Assignment to the extent such changes concern options or changes to the Service. The parties shall agree upon any changes in writing and, if so required by the parties or when the extent of the change so necessitate, a new Customer Assignment shall be drawn up.

Strålfors shall confirm the change by implementing it and by informing the Customer of the change. Strålfors shall charge the Customer for the change in accordance with the Strålfors price appendix applicable from time to time.

If the Customer wishes to change its connection to the Service, Strålfors must be informed thereof in sufficient time before the entry into force of the change so Strålfors, providing that Strålfors accepts the change, is able to perform the necessary measures. The Customer shall reimburse Strålfors' costs in connection herewith and pay charges and fees in accordance with Strålfors price appendix, applicable from time to time.

Strålfors reserves the right to implement changes to operating methods, technical specifications, systems, hours of business, structures etc. after having informed the Customer of such changes. If the change, in Strålfors assessment, will affect the Customer, Strålfors shall notify the Customer of the change before the implementation thereof. The Customer shall be given reasonable notice of such changes, taking into account the nature of the change.

### 3.5 Production Documentation

The Customer shall provide Production Documentation as agreed in the Customer Assignment and in accordance with the other documentation provided by Strålfors. The Customer shall be responsible for the timely delivery of the Production Documentation, as well as for that it is complete and accurate. The Customer shall also be responsible for ensuring that the Production Documentation reaches Strålfors.

The Customer shall ensure that the Production Documentation does not violate, in any way, applicable laws, statutory instruments, and regulations of public authorities, or contain data which may damage Strålfors' equipment or software or may cause Strålfors to incur loss in any other way.

Strålfors shall have no liability whatsoever for delays or errors which may arise due to the Customer's failure to fulfill the foregoing requirement or because the Customer has otherwise submitted the Production Documentation erroneously or late.

Where the Production Documentation is so incomplete or erroneous that Strålfors is of the opinion that production is not possible, Strålfors shall contact the Customer to give it the opportunity to supplement the Production Documentation or submit new Production Documentation. The Customer shall compensate Strålfors for time spent which is a result of incomplete, erroneous, or late Production Documentation at hourly rates in accordance with Strålfors' price appendix applicable from time to time.

### 3.6 Customer Assignment

The assignments covered by the Agreement are set forth in the individual Customer Assignment which is appended to the Agreement. If the Customer during the term of the Agreement wishes to add new Customer Assignments, and this would entail changes, which, in Strålfors' assessment, have an impact on the basis for agreed prices and terms and conditions of the Agreement, adjustment shall be made in a written supplemental agreement.

### 3.7 Liaison

The Customer shall appoint a person to function as liaison in respect to Strålfors. The Customer shall immediately inform Strålfors of any change of the liaison.

## 4 Shutdown

Strålfors shall be entitled to shut down its production system for service and upgrades which, to the greatest possible extent, will be scheduled at times that do not affect performance of the Service. If possible, the Customer shall receive advanced notice of any planned shutdown. The Customer is aware that the Services, from time to time, may be unavailable as a result of planned and/or unplanned shutdowns for necessary service and maintenance of the Services and/or Strålfors' systems. Strålfors shall not be liable for errors or delays during such shutdowns.

To avoid obstructions to the production process, Strålfors shall ensure that procedures for making backup copies are in place.

To the extent the Customer's use of the Service causes technical or other problems for Strålfors or another customer, Strålfors reserves the right to limit the use or to end the Service with immediate effect.

## 5 Terms of Payment

Connection of the service is invoiced in stages upon completion of each step, as agreed in closer detail in the Customer Assignment and in accordance with the agreed payment plan. Monthly fees are invoiced in arrears.

## 6 Liability

The SCTC contain applicable terms and conditions regarding liability.

Strålfors' liability to compensate shall be limited to renewed production of orders which are necessary in order to achieve a contracted result. Strålfors shall not be liable for loss incurred by the Customer or a third party, provided the loss was not caused intentionally or through gross negligence.

If the Customer demands renewed production or investigation of an error the Customer suspects to be attributable to Strålfors, but which proves to be attributable to the Customer or where there is no error at all, Strålfors shall be entitled to compensation for the additional measures pursuant to Strålfors price appendix applicable from time to time.

## 7 Publication of service-related documents, including Customer Terms and Conditions

On the websites stated below, are published, for each country, the technical manuals and other service-related documents as well as Customer Terms and Conditions, i.e. the Special Terms and Conditions for each service and the SGTC, each applicable from time to time. Service-related documents and Customer Terms and Conditions published in accordance with the list below are applicable in the country in which the Service is provided by Strålfors in the language in which the Agreement is drafted.

Denmark: [www.stralfors.dk/vilkaar](http://www.stralfors.dk/vilkaar)

Finland: [www.stralfors.fi/ehdot](http://www.stralfors.fi/ehdot)

Norway: [www.stralfors.no/vilkar](http://www.stralfors.no/vilkar)

Sweden: [www.stralfors.se/villkor](http://www.stralfors.se/villkor)