

# Email and SMS

## Special Terms and Conditions Applicable commencing 1 January 20210101

These services are provided by PostNord Strålfors AS. Other subsidiaries of PostNord Strålfors AB may be authorized to enter into agreements on PostNord Strålfors AS's behalf. However, PostNord Strålfors AS is always the party contracting with the Customer.

"PostNord Strålfors" or "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 AS.

Email and SMS refers to the services through which the Customer is given access to the IT infrastructure provided by PostNord Strålfors, which enables the creation of communication and distribution ("Services").

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

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

### Definitions

**User:** Customer that has access to the Services Email and SMS.

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

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

**Customer Assignment:** An appendix to the Agreement which defines PostNord 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.

**PNSGTC:** PostNord Strålfors' General Terms and Conditions applicable from time to time, available according to section 9.

## 1 Scope of the Services

The Services consists of the basic service indicated below. In addition to these, the customer may select Options according to section 2. The detailed scope of the Services is set forth in the Customer Assignment.

### 1.1 Email

#### 1.1.1 Right to use the Service

The Customer shall be entitled to use the Service, which is provided on the basis of PostNord Strålfors' infrastructure, as existing from time to time.

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

### 1.2 SMS

#### 1.2.1 Right to use the Service

The Customer shall be entitled to use the Service, which is provided on the basis of PostNord Strålfors' infrastructure, as existing from time to time.

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

### 1.3 Customer support

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

Unless announced or agreed otherwise, Customer Support is available during office hours.

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

### 1.4 Operation

Normally, the Service operates and is functional twenty-four (24) hours per day, seven (7) days per week. During these hours the Customer shall generally be able to access the Service in accordance with the terms and condition of the Agreement. PostNord Strålfors does not guarantee that the Service will be free from errors or available without interruption.

## 2 Options

The below options are available to the Customer for each service. The detailed scope of the Service is set out in the Customer Assignment. The prices for options added to the basic service are set forth in PostNord Strålfors' price appendix applicable from time to time.

### 2.1 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 PostNord Strålfors' price appendix applicable from time to time.

#### 2.1.1 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 PostNord Strålfors. SFTP communication is encrypted. PostNord Strålfors responsibility for the transmitted file occurs when the file arrives on PostNord Strålfors server.

#### 2.1.2 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 PostNord Strålfors. Communication in VPN can be either encrypted or unencrypted. PostNord Strålfors responsibility for the transmitted file occurs when the file arrives on PostNord Strålfors server.

#### 2.1.3 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 PostNord Strålfors. PostNord Strålfors' liability is limited to the fixed link which is within PostNord Strålfors' control. Communication in Fixed Link can be either encrypted or unencrypted. PostNord Strålfors responsibility for the transmitted file occurs when the file arrives on PostNord Strålfors server.

#### 1.1.1 API

The Customer gets access to an API which can be used to send Production Documentation between the Customer and Strålfors. Strålfors responsibility for the transmitted file occurs when the file arrives on Strålfors server and receipt is sent that it is received.

### 2.2 Professional Services

The Professional Services stated in 2.2.1 – 2.2.4 provided in connection with set-up and changes of the service, will be charged by the hour according to PostNord Strålfors' price appendix, applicable from time to time.

#### 2.2.1 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 prestudies of proposed customer solutions.

#### 2.2.2 Project management

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

#### 2.2.3 Technical Consultants

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

#### 2.2.4 Training

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

### 2.3 Extended customer support

This option entails that PostNord Strålfors undertakes to provide support to the Customer in matters which exceed the support function offered by PostNord Strålfors as a part of the basic 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 PostNord Strålfors' price appendix, applicable from time to time.

## 3 PostNord Strålfors' Undertakings

PostNord Strålfors shall provide the Service as described in detail in the Customer Assignment in accordance with these Special Terms and Conditions and the PNSGTC.

### 3.1 Transmission of messages

PostNord 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, PostNord Strålfors shall also provide specifications for communication and documents.

### 3.2 Prerequisites for Connection

PostNord Strålfors undertakes to connect the Customer to the Service in accordance with the technical requirements and within the time set forth in the Customer Assignment. The Service shall be connected when the technical requirements are met and when the tests set out in the Customer Assignment have been duly performed and no material defects remain.

If PostNord Strålfors finds that the Customer has not provided information or that the Customer has not taken such measures which are necessary for connection, PostNord Strålfors shall be entitled to postpone the connection until such necessary information is provided or such necessary measures taken.

For the connection of the Service, compensation in accordance with the PostNord Strålfors' price appendix, applicable from time to time, will be charged.

PostNord Strålfors shall be entitled to charge separate compensation for time expended in conjunction with the connection of the Customer or with delays attributable to the Customer, such as late deliveries, or in the event of any other activity or measure which PostNord Strålfors performs according to a separate agreement with the Customer. The compensation shall be chargeable by the hour pursuant to the hourly rate stated in PostNord 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, PostNord Strålfors shall be entitled to charge special compensation pursuant to the hourly rate applied by PostNord Strålfors from time to time. Changes must be agreed upon in writing between the parties to the Customer Assignment.

## 4 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 the PNSGTC.

### 4.1 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 into production and that the Customer's employees having the necessary competence are present and available to PostNord Strålfors for the connection of the Service.

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

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

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

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

PostNord 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 PostNord Strålfors assessment, will affect the Customer, PostNord 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.

#### 4.3 Production Documentation

The Customer shall provide Production Documentation as agreed in the Customer Assignment and in accordance with the other documentation provided by PostNord 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 PostNord 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 PostNord Strålfors' equipment or software or may cause PostNord Strålfors to incur loss in any other way.

PostNord Strålfors shall have no liability whatsoever for delays or errors which may arise due to the Customer's failure to fulfil 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 PostNord Strålfors is of the opinion that production is not possible, PostNord Strålfors shall contact the Customer to give it the opportunity to supplement the Production Documentation or submit new Production Documentation. The Customer shall compensate PostNord Strålfors for time spent which is a result of incomplete, erroneous, or late Production Documentation at hourly rates in accordance with PostNord Strålfors' price appendix applicable from time to time.

#### 4.4 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 PostNord 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.

#### 4.5 Liaison

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

#### 4.6 Proofing

PostNord Strålfors does not routinely perform any quality checks of uploaded material and shall not be held liable for written or image content of any material the Client has created and approved in the Service.

## 5 Shutdown

PostNord Strålfors shall be entitled to shut down its production system for service and upgrades which, to the greatest extent possible, shall be scheduled at times that do not affect use of the Service. If possible, the Customer shall receive advance notice of any planned shutdown.

The Customer is aware that the Service may, from time to time, be unavailable as a result of planned and/or unplanned shutdowns for necessary service and maintenance of the Service and/or PostNord Strålfors' systems. PostNord Strålfors shall not be liable for any errors or delays during such shutdowns.

PostNord Strålfors shall ensure the existence of routines for making back-up copies.

To the extent the Customer's use of the Service causes technical or other problems for PostNord Strålfors or another Customer,

PostNord Strålfors reserves the right to limit the use of or to close the Service with immediate effect.

## 6 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.

## 7 Liability

The PNSGTC contain applicable terms and conditions regarding liability.

PostNord Strålfors' liability to compensate shall be limited to renewed production of orders which are necessary in order to achieve a contracted result. PostNord 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 PostNord Strålfors, but which proves to be attributable to the Customer or where there is no error at all, PostNord Strålfors shall be entitled to compensation for the additional measures

pursuant to PostNord Strålfors price appendix applicable from time to time.

## 8 Revocation

PostNord Strålfors may revoke the Customer's access to the Service with immediate effect, if:

- PostNord Strålfors reasonably suspects that unauthorized use
- there reasonably is reason to suspect that the Customer will not fulfil its obligations to PostNord Strålfors
- there have been ten (10) unsuccessful attempts to log in to the Service or where there is other cause to reasonably suspect unauthorized use
- the Customer ceases to be a Customer to PostNord Strålfors in respect to PostNord Strålfors' other services

## 9 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 PNSGTC, 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 PostNord 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)