



Quickchannel End User License Agreement (EULA)

By accessing and/or using the service, customer is agreeing, on behalf of an individual and/or a legal entity, to be bound by the terms of this agreement. If you do not agree with these terms, you may not install or use any parts of this software.

Definitions. As used in the Agreement, the following defined terms shall apply:

1. 'Backup' means that Licensor has taken steps to ensure regular backup of the account and its content, in order to limit content loss. Backup of account and its content is made regularly every 24 hours, scheduled at night.
2. 'Customer Content' means any files, documents, audio, video and other information belonging to the Licensee or users as uploaded to Licensee's Software service account for storage and/or sharing within organization or to third parties.
3. 'Documentation' means all on-line help-files or written manuals regarding the use of the Software.
4. 'Hardware' means the hardware Product itself, together with any related components (including but not limited to power supply modules, disk drives in encoders, ship kits and external capturing units).
5. 'License Agreement' means this complete license agreement.
6. 'Licensed Products' means all or each of those Software programs or Software as a Service (SaaS) application's which are listed in the delivery contract and/or installed on the Hardware provided to Licensee, together with the Documentation and any of the Updates to those Software's or applications, but excluding any third party software.
7. 'Licensee' means the person or entity which has been granted license rights under this License Agreement. Licensee is limited to one specific legal entity. The license agreement extends to no more than this legal entity.
8. 'Licensor' means Quickchannel AB, a company registered and with its seat in Stockholm, Sweden with organizational number 556528-6423.
9. 'Maintenance' means collectively upgrades and/or Updates (where applicable to the Product). Normally Maintenance is scheduled during non-office hours.
10. 'Software' means software programs or Software as a Service applications provided by the Licensor, such as the Quickchannel product suite.
11. 'Updates' means any corrections, bug fixes, new features or functions added or removed from the Software, but shall not include any new Software versions that Quickchannel markets and sells separately.
12. 'User' means an employee, consultant or other individual who benefits from the Product licensed to Licensee.
13. 'User Account' means an account registered in the Software service where the User can access components and functions according to the Documentation of the specific Product.

Rights.

1. Licensee acknowledges that this is only a limited non-exclusive, non-transferable, non-sublicensable right to use any components as may be required to access and use the Software in accordance with the License Agreement. Licensor is and remains the owner of all titles, rights and interests in the Software.
2. The License Agreement may include one or more User Accounts. A User Account may be used by one or more physical persons, which is employed by the Licensee. The Licensee is not permitted to make a User Account accessible for usage by a third party or entity at any time or occasion,

Quickchannel AB
Västerlånggatan 27
111 29 Stockholm
Sweden

We make your streams come true.

Tel. +46 8 32 65 47
info@quickchannel.se
www.quickchannel.se



- regardless of the relationship between Licensee and third party.
3. Licensee is solely responsible for (i) the configuration of User Account, (ii) the operation, performance and security of Licensee's equipment, networks and other computing resources used to connect to the Software or SaaS, (iii) ensuring all users exit or log off from the Services at the end of each session, (iv) maintaining the confidentiality of Licensee's accounts, user id's, content URL's, passwords and personal identification numbers used in conjunction with the Services, and (v) all uses of the Services by User misuses or otherwise shares login information among users. Licensee will notify Licensor immediately of any unauthorized use of its account or any other breach of security. Licensor will not be liable for any loss that Licensee may incur as a result of a third party using its password or account. Licensor reserves the right to review Licensee's account to the extent necessary to confirm compliance with License Agreement, and to terminate or suspend Licensee's access for misuse.
 4. Where a reseller, service provider, consultant, contractor or other party downloads, installs, manages or otherwise uses the Software on Licensee's behalf, such party will be deemed to be Licensee's agent and (i) Licensee will be deemed to have accepted all of the terms and conditions of this License Agreement, and (ii) to the extent permitted by applicable law, Licensee, not Licensor, shall be responsible for the acts or omissions of such party in relation to its management or use of the Software on Licensee's behalf.
 5. Customer Content that are produced using this software are referred to as shows. This agreement does not limit the number of viewers that may connect to such a show but such limitations may be imposed by your specific software version or specific delivery contract.
 6. Licensee is responsible for passwords, codes, identities, or other data from Licensor or software is kept safe and secure. Licensor has no responsibility for third party's use of Licensee's passwords, codes, identities or other data that has been used or changed.
 7. Licensee agrees that its use of this software according to the Documentation will not infringe any third party's intellectual property rights.
 8. Licensee agrees that its use of this Software and the Customer Content published on the system does not infringe any laws or regulations. Licensor does not have responsibility regarding content and shows published and displayed in the software by Licensee.
 9. The provided service is subject to a limited warranty. Licensor warrants to Licensee that the Software will perform according to its Documentation, and to the best of Licensor's knowledge. Licensor may perform system Maintenance when needed; normally this is scheduled during non-office hours. Licensor has taken steps to ensure regular backup of the account and its content, in order to limit content loss in case of a hardware failure. Licensor is not liable for data loss or damages connected with data loss.
 10. In case of a breach of the Limited Warranty, Licensee's exclusive remedy is as follows: Licensee will correct problems in Software operation or Documentation. In case of data loss due to a system failure Licensor will assist to restore data.
 11. Notwithstanding the foregoing, Licensor is not liable to Licensee for any damages, including compensatory, special, incidental, exemplary, punitive, or consequential damages, connected with or resulting from this license agreement or licensee's use of this software.
 12. Licensee agrees to defend and indemnify Licensor and hold Licensor harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from Licensee's business operations.
 13. Licensor has the right to terminate this License Agreement and Licensee's right to use, and access to this Software upon any material breach by Licensee.
 14. Licensee agrees to return to Licensor or to destroy license keys and account information upon termination of the License.
 15. Licensee retains all rights to any and all of its Customer Content and Licensor shall not own or license any data, content, information or material in such Customer Content. Each party shall apply reasonable technical, organizational and administrative security measures to keep Customer Content protected in accordance with industry standards, and Licensee shall retain a current copy of Customer Content outside the Software services. Licensor will not view, access or process any Customer Content, except: (i) for the sole purpose of providing the services and technical support, (ii) as directed or instructed by Licensee and its Users, (iii) for compliance with



QUICKCHANNEL

Licensors policies, applicable law, regulation or governmental request. Licensee shall comply with all intellectual property laws related to the Customer Content and legal duties applicable to Licensee as a data controller by virtue of the submission or storage of Customer Content within the Services, including providing all information or notices Licensee is required by law to provide to users and obtain consent of the users, where required.

16. Licensor has no obligation to maintain Customer Content following expiration of a Subscription. Licensee can download Customer Content before expiration, and must contact Licensor technical support for download access and instruction. This service is not included in the standard offer.
17. This License Agreement is the entire and exclusive agreement between Licensor and Licensee regarding this Software. This License Agreement replaces and supersedes all prior negotiations, dealings, and agreements between Licensor and Licensee regarding this Software. Any disputes in regard to the Software licensing terms should be resolved in Swedish court.
18. This License Agreement is valid without Licensor's signature. It becomes effective upon the earlier of Licensee's signature or Licensee's use of the Software.

We make your streams come true.

Quickchannel AB
Västerlånggatan 27
111 29 Stockholm
Sweden

Tel. +46 8 32 65 47
info@quickchannel.se
www.quickchannel.se

SCHEDULE 3

SERVICE LEVEL AGREEMENT

1. Overview

1.1 Background and purpose of the Service Level Agreement

This Service Level Agreement (SLA) governs the services provided by Licensor, consisting of streaming solutions and other hosting services. This service level describes the qualitative and quantitative terms of the service level that are to be achieved for these services provided by Licensor.

The SLA describes the standard service level provided with each service, along with any possible additions thereto.

1.2 Terms of the SLA

This SLA has no expiry date and will be valid until a new version of the SLA is in place.

This SLA will be reviewed on a periodic basis in order to incorporate any new circumstances into the document that were not yet known or available at the time the previous version of the SLA was drafted.

Any changes or additions to this agreement must be made in writing and signed by all parties.

1.3 Access by Licensor

Some service-related elements contained in this SLA are based on the assumption that Licensor has access to the Licensee's content and accounts in Quickchannel, other elements are based on the assumption that it is possible to monitor usage and data regarding Licensee's Quickchannel account.

However, the Licensee has the option to deny Licensor access to user content. In these cases, Quickchannel will not be liable for any services not provided.

1.4 Structure of this Service Level Agreement

Licensor has three service levels: 1, 2 and 3. This SLA first describes all the provisions contained at each of the three service levels. The specific differences between the service levels are described in the 'Service and Service Levels' section. Certain parts of this SLA is applicable for either Software as a Service, Hybrid or On Premise.

2. Quickchannel Services

2.1 Scope of the services

The management and maintenance governed by this Service Level Agreement relates to the service for which this SLA was entered into, along with the infrastructure required for the service, i.e:

- The System Software running within a server.
- The infrastructure of specific services, including the hardware and software serving as the basis for these services.
- The network infrastructure, internal and external network connections, that are under the control of Licensor.

2.2 Scope of the contract

The following components fall outside the scope of this SLA:



- The Licensee's own infrastructure, such as networks and firewalls, along with the public portion of the internet outside the control of Licensor.
- Third party software and services not controlled by Licensor.
- Third party hardware not controlled by Licensor.
- Any links or other interfaces of the Licensee's applications with external environments.
- Upgrades and upgrade policies of third party software.

3.3 Basic assumptions and prerequisites

The following basic assumptions and prerequisites apply to this SLA, some of these prerequisites are applicable for the service and some for hybrid or on-premise solutions:

- The Licensee will ensure proper security and protection of the hosting environment; Licensor is not liable or responsible for protecting the server from break-in attempts by third parties and/or any consequential loss arising from a successful break-in.
- Licensor is responsible for managing and maintaining the underlying infrastructure used to provide the service.

3. Quickchannel Infrastructure

3.1 Data Centre Facilities

Quickchannel uses first-rate data centres located in Stockholm, Sweden. These centres were selected based on reputations, procedures and client profile.

3.2 Network infrastructure

The data centre are connected with multiple transit providers through several 10 Gbit connections. The network components are all redundant, which means failure of one of the components should not result in the loss of connectivity.

4. Availability, maintenance and reporting

The infrastructure of Licensor is designed to provide high availability.

4.1 Availability of the Services

All the services are subject to the availability guarantee.

Licensor guarantees 99.8% availability per calendar month on all its services. Availability describes % of the normal runtime. In normal runtime the scheduled service windows are discounted.

Availability = (Number of Minutes in relevant calendar month -/- Period of unavailability in minutes)/Number of minutes in relevant calendar month

If availability guarantee is not achieved

If one of the services mentioned above does not achieve an availability rate of 99.8%, in accordance with the calculation above, the Licensee will be entitled to compensation equal to the costs of the relevant service during that month multiplied with the down-time of the service.

4.2 Maintenance and maintenance window

Licensor will perform maintenance on the service infrastructure and hosting environments from time to time.

Regular maintenance is scheduled in the maintenance windows that usually are planned and performed after 10 p.m. CET (Standard European Time). If other maintenance times are necessary,



Licensee will be made aware through email information describing the impact of the maintenance on services.

Regular service windows: Reboot approx. 15 minutes, 2-3 times per week. Update of System Software is done 02.00 CET to ensure high performance of services.

Depending on the scope and impact of the maintenance, periodic status updates will also be provided via Twitter or through other media.

If the time-sensitivity of the maintenance is critical e.g. in the case of critical vulnerabilities, an emergency maintenance window is announced by email or in Quickchannel backend. This may be announced at very short notice. If possible, the emergency maintenance is scheduled at such a time that the impact of the maintenance is reduced; however, it could be that the nature of the maintenance does not permit this.

4.3 Releases and updates

Releases: From time to time, Licensor makes available Major, Minor and Maintenance Releases of its Software and Software as a Services. A Major Release is described by the integer to the left of the decimal point, for example 2.x to 3.x. A Minor Release is described by the integer to the right of the decimal point, for example 2.1 to 2.2. A Maintenance Release is described by the fourth level integer, for example 3.5.0.1. Licensor plans (but is not obligated to) to offer one Major Release every year and three Minor Releases every year, and Maintenance Releases.

4.4 Backup routines

Back up of all material is done locally on encoders with Quickchannel software when applicable. For Licensee's on other services such as Bridge the backup is done on the servers. Once per 24 hours, scheduled after 10.00 p.m CET, backup of all server media content is performed to mirror all content for security reasons. Once per week all the web-content and database is mirrored and backed up.

4.5 SLA Performance Quickchannel

- 4.5.1 Quickchannel will provide information regarding the risk of the infrastructure being unavailable, the unexpected shutdown of services or the risk of a change of ownership.
- 4.5.2 Disaster recovery plans and availability enhancing measures will be shared with customers when relevant.
- 4.5.3 The controls that apply to the procurement of new information systems or additions to existing information systems will be made available on request.

Access and logs

- 4.5.4 Licensor's personnel access rights and operator logs relating to the customers' environment will be made available on the customer's request at a hourly rate.
- 4.5.5 The logging procedure will be communicated and the relevant logs will be made available if legally possible.
- 4.5.6 Information regarding the usage of Interface access will be made available on request. Instructions regarding the changing of interface access rights will be made available.

5. Services and service levels

Quickchannel AB
Västerlånggatan 27
111 29 Stockholm
Sweden

We make your streams come true.

Tel. +46 8 32 65 47
info@quickchannel.se
www.quickchannel.se



The articles below describe the various elements that comprise the possible support services provided by Licensor.

There are three possible service levels: Service Level 1, 2 and 3. Service Levels 2 and 3 are subject to a fee and can always be procured for Software as a Service, and only after request for On-Premise solutions.

Service Level 1 is our free service level which includes email support on working days on the times 08.00 – 17.00 CET.

Service Level 2 includes telephone support during working hours as specified above and is subject to an additional fee.

Service Levels 3 is for request only and can comprehend night support, support on site or other specific solutions.

5.1 Service desk

Licensor provides email access to the service desk for the reporting of issues and for submitting queries. This service desk is available on working days on the times between 08.00 – 17.00 CET. The service desk is closed on official public holidays in Sweden and on weekends.

The service desk can also be reached by telephone. Telephone reports are for urgent matters or if email is not available. For any issues of any nature reported by telephone, an email message must also be sent, containing a description of the issue. Licensor will subsequently be able to use this email for issue registration and responses.

Issues reported before 3 p.m. CET are subject to a response time in accordance with the Same Business Day principle; issues reported after 3 p.m. CET are responded to in accordance with the Next Business Day principle.

5.2 Definitions of situation or/and Request Types

Situation or/and Request Types	Security Level
Minor problems and General usage questions.	Code Green
Issue that may have a workaround but still needs to be fixed.	Code Yellow
Partial, non-critical loss of functionality of the software. Impaired operations of some components, but users can continue using software.	Code Yellow
Issue that is causing problems with no workaround.	Code Orange
Major functionality is severely impaired. Restricted operation can continue, but long-term productivity may be adversely affected.	Code Orange

We make your streams come true.

Quickchannel AB
Västerlånggatan 27
111 29 Stockholm
Sweden

Tel. +46 8 32 65 47
info@quickchannel.se
www.quickchannel.se



System Down and need immediate support.	Code Red
Production server/other mission critical system(s) are down and no workaround is available.	Code Red
All or substantial portion of mission critical data is at a significant risk of loss or corruption.	Code Red
You have had a substantial loss of service.	Code Red

5.3 Response time

On all our Software Services there is automated robots measuring that services and servers are up and running according to settings. In case of Software downtime or hardware failure we immediately get alarm through both text messages and emails to head of R&D and technical support. This security measure shortens our response time to Code Red incidents.

Response times

Severity Description	Initial Response Target	Initial Notification Methods	Solution
Code Green	72 hours	Email or Telephone	Resolution will be provided in form of work around or patch if required.
Code Yellow	48 hours	Email or Telephone	Resolution will be provided in form of work around or patch if required.
Code Orange	24 hours	Email or Telephone	Resolution will be provided in form of work around or patch if required.
Code Red	4 hours	Email or Telephone	Resolution will be provided in form of work around or patch if required.

6. Limitations on Licensors Support Obligations

6.1 Limitations: Notwithstanding anything to the contrary elsewhere in any agreement, Licensor will have no obligation to provide any Support Services to the Licensee if:

- 6.1.1 The Licensee is having issues with hardware purchased from Licensor and the warranty for the hardware has expired.
- 6.1.2 Such support relates to or involves any products, data, features, systems, devices or equipment not provided by Licensor or approved by Licensor in writing.



- 6.1.3 The Licensee or a third party has altered or modified any portion of the Licensed Software or Service in any manner without the prior written consent of Licensor.
- 6.1.4 The Licensee has not installed or used the Licensed Software in accordance with instructions provided by Licensor.
- 6.1.5 The Licensee has failed to replace earlier versions of the Licensed Software with Enhancements provided to the Licensee.
- 6.1.6 The Licensee is not in full compliance with the terms of the License Agreement or any other agreement between Licensor and Licensee.
- 6.1.7 The Licensee reports an issue related to customization of the user interface in any way of the Licensor product.
- 6.1.8 The Licensee reports an issue related to hardware, electrical work, networking work, interconnection work, or the installation, patching, upgrading or repair of accessories, alterations, parts, software or devices.
- 6.1.9 The Licensee requires additional education to resolve software issues. This is indicated by needing extensive help or "hand holding" related to "how things work". These are educational issues and can be resolved with education provided at current pricing.
- 6.1.10 The Licensee has modified the system environment or architecture in any material manner without the prior written consent of Licensor.
- 6.1.11 The Licensee requires assistance with system administration or network administration. These activities are expected to be supported by the Licensee.
- 6.1.12 The Licensee requests assistance for backup/recovery & installation. This includes assisting with retrieving lost data or applications and performing software installations as part of recovery or migrating to alternate environments. These activities are expected to be supported by the Licensee.
- 6.1.13 The Licensee has not performed its obligations under this Agreement.

Data Processor Agreement

1. Introduction

1.1 This agreement re processing of personal data (the "**Data Processor Agreement**") regulates Quickchannel, Company registration no. 556528-6423 (the "**Data Processor**") processing of personal data on behalf of the customer (the "**Data Controller**").

2. Legislation

2.1 The Data Processor Agreement shall ensure that the Data Processor complies with the applicable data protection and privacy legislation (the "Applicable Law"), including in particular: (i) The European Parliament and the Council's Directive 95/46/EF of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data as implemented in Danish law with, among others, the Act on Processing of Personal Data (Act No. 429 of 31 May 2000).

(ii) The European Parliament and the Council's Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data that entered into force on 24 May 2016 and will be applicable on 25 May 2018 ("GDPR"). Irrespective of the general use and reference to GDPR in this Data Processor Agreement, the parties are not obliged to comply with GDPR before 25 May 2018.

3. Processing of personal data

3.1 In connection with the Data Processor's delivery of the Main Services to the Data Controller, the Data Processor will process certain categories and types of the Data Controller's personal data on behalf of the Data Controller.

3.2 "Personal data" include "*any information relating to an identified or identifiable natural person*" as defined in GDPR, article 4 (1) (1) (the "Personal Data"). The categories and types of Personal Data processed by the Data Processor on behalf of the Data Controller are listed in sub-appendix A. The Data Processor only performs processing activities that are necessary and relevant to perform the Main Services. The parties shall update sub-appendix A whenever changes occur that necessitates an update.

3.3 The Data Processor shall have and maintain a register of processing activities in accordance with GDPR, article 32 (2).

3.4 The Data Processor processes personal data about the Data Controller and the Data Controller's employees in connection with the Data Processor's video, recording and streaming solutions. These personal data are not comprised by this Data Processor Agreement, because the Data Processor is data controller for said personal data, and reference is made to the Data Processor's data protection and privacy policy.

4. Instruction

4.1 The Data Processor may only act and process the Personal Data in accordance with the documented instruction from the Data Controller (the "Instruction"). The Instruction at the time of entering into this Data Processor Agreement is that the Data Processor may only process the Personal Data with the purpose of delivering the Main Services as described in the Main Agreement.



4.2 The Data Controller guarantees that the Personal Data transferred to the Data Processor is processed by the Data Processor in accordance with the Applicable Law, including the legislative requirements re lawfulness of processing.

4.3 The Data Processor shall give notice without undue delay if the Data Processor considers the at the time being Instruction to be in conflict with the Applicable Law.

5. The data Processor's obligations

5.1 Confidentiality

5.1.1 The Data Processor shall treat all the Personal Data as strictly confidential information. The Personal Data may not be copied, transferred or otherwise processed in conflict with the Instruction, unless the Data Controller in writing has agreed hereto.

5.1.2 The Data Processor's employees shall be subject to an obligation of confidentiality that ensures that the employees shall treat all the Personal Data under this Data Processor Agreement with strict confidentiality.

5.2 Security

5.2.1 The Data Processor shall implement the appropriate technical and organizational measures as set out in this Agreement and in the Applicable Law, including in accordance with GDPR, article 32.

5.3 The Data Processor shall ensure that access to the Personal Data is restricted to only the employees to whom it is necessary and relevant to process the Personal Data in order for the Data Processor to perform its obligations under the Main Agreement and this Data Processor Agreement.

5.4 The Data Processor shall also ensure that the Data Processor's employees working processing the Personal Data only processes the Personal Data in accordance with the Instruction. 5.4.1 The Data Processor shall provide documentation for the Data Processor's security measures if requested by the Data Controller in writing.

5.5 Data protection impact assessments and prior consultation

5.5.1 If the Data Processor's assistance is necessary and relevant, the Data Processor shall assist the Data Controller in preparing data protection impact assessments in accordance with GDPR, article 35, along with any prior consultation in accordance with GDPR, article 36.

5.6 Rights of the data subjects

5.6.1 If the Data Controller receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and the correct and legitimate reply to such a request necessitates the Data Processor's assistance, the Data Processor shall assist the Data Controller by providing the necessary information and documentation. The Data Processor shall be given reasonable time to assist the Data Controller with such requests in accordance with the Applicable Law.

5.6.2 If the Data Processor receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and such request is related to the Personal Data of the Data Controller, the Data Processor must immediately forward the request to the Data Controller and must refrain from responding to the person directly.

5.7 Personal Data Breaches

5.7.1 The Data Processor shall give immediate notice to the Data Controller if a breach of the data security occurs, that can lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, personal data transmitted, stored or otherwise processed re the Personal Data processed on behalf of the Data Controller (a "Personal Data Breach").



5.8 Documentation of compliance

5.8.1 The Data Processor shall after the Data Controller's written request hereof provide documentation substantiating that: (i) the Data Processor complies with its obligations under this Data Processor Agreement and the Instruction; and

(ii) the Data Processor complies with the Applicable Law in respect of the processing of the Data Controller's Personal Data.

5.8.2 The Data Processor's documentation of compliance shall be provided within reasonable time.

5.9 Location of the Personal Data

5.9.1 The Personal Data is only processed by the Data Processor at the Data Processor's address. The Data Processor does not transfer the Personal Data to third countries or international organizations if not agreed otherwise.

5.9.2 Any transfer of the Personal Data to any third countries or international organizations in the future shall only be done to the extent such transfer is permitted and done in accordance with the Applicable Law.

6. Sub-Processors

6.1 The Data Processor is given general authorization to engage third-parties to process the Personal Data ("Sub-Processors") without obtaining any further written, specific authorization from the Data Controller, provided that the Data Processor notifies the Data Controller in writing about the identity of a potential Sub-Processor (and its processors, if any) before any agreements are made with the relevant Sub-Processors and before the relevant Sub-Processor processes any of the Personal Data. If the Data Controller wish to object to the relevant Sub-Processor, the Data Controller shall give notice hereof in writing within seven (7) calendar days from receiving the notification from the Data Processor. Absence of any objections from the Data Controller shall be deemed a consent to the relevant Sub-Processor.

6.2 The Data Processor shall conclude a written sub-processor agreement with any Sub-Processors. Such an agreement shall at minimum provide the same data protection obligations as the ones applicable to the Data Processor, including the obligations under this Data Processor Agreement. The Data Processor shall on an ongoing basis monitor and control its Sub-Processors' compliance with the Applicable Law. Documentation of such monitoring and control shall be provided to the Data Controller if so requested in writing.

6.3 The Data Processor is accountable to the Data Controller for any Sub-Processor in the same way as for its own actions and omissions.

6.4 The Data Processor is at the time of entering into this Data Processor Agreement using the Sub-Processors listed in sub-appendix B. If the Data Processor initiates sub-processing with a new Sub-Processor, such new Sub-Processor shall be added to the list in sub-appendix B under paragraph 2.

7. Remuneration and costs

7.1 The Data Controller shall remunerate the Data Processor based on time spent to perform the obligations under section 5.5, 5.6, 5.7 and 5.8 of this Data Processor Agreement based on the Data Processor's hourly rates.

7.2 The Data Processor is also entitled to remuneration for any time and material used to adapt and change the processing activities in order to comply with any changes to the Data Controller's Instruction, including implementation costs and additional costs required to deliver the Main Services due to the change in the Instruction. The Data Processor is exempted from liability for non-performance with the Main Agreement if the performance of the obligations under the Main Agreement would be in conflict with any changed Instruction or if contractual delivery in accordance with the



changed Instruction is impossible. This could for instance be the case; (i) if the changes to the Instruction cannot technically, practically or legally be implemented; (ii) where the Data Controller explicitly requires that the changes to the Instruction shall be applicable before the changes can be implemented; and (iii) in the period of time until the Main Agreement is changed to reflect the new Instruction and commercial terms hereof.

7.3 If changes to the Applicable Law, including new guidance or courts practice, result in additional costs to the Data Processor, the Data Controller shall indemnify the Data Processor of such documented costs.

8. Breach and liability

8.1 The Main Agreement's regulation of breach of contract and the consequences hereof shall apply equally to this Data Processor Agreement as if this Data Processor Agreement is an integrated part hereof.

8.2 Each party's cumulated liability under this Data Processor Agreement is limited to the payments made under the Main Agreement in the 12 months before the occurrence of the circumstances leading to a breach of contract. If the Data Processor Agreement has not been in force for 12 months before the occurrence of the circumstances leading to a breach of contract, the limited liability amount shall be calculated proportionately based on the actual performed payments.

8.3 The limitation of liability does not apply to the following: (i) Losses as a consequence of the other party's gross negligence or willful misconduct.

(ii) A party's expenses and resources used to perform the other party's obligations, including payment obligations, towards a relevant data protection agency or any other authority.

9. Duration

9.1 The Data processor Agreement shall remain in force until the Main Agreement is terminated.

10. Termination

10.1 The Data Processor's authorization to process Personal Data on behalf of the Data Controller shall be annulled at the termination of this Data Processor Agreement.

10.2 The Data Processor shall continue to process the Personal Data for up to three months after the termination of the Data Processor Agreement to the extent it is necessary and required under the Applicable Law. In the same period, the Data Processor is entitled to include the Personal Data in the Data Processor's backup. The Data Processor's processing of the Data Controller's Personal Data in the three months after the termination of this Data Processor Agreement shall be considered as being in accordance with the Instruction.

10.3 At the termination of this Data Processor Agreement, the Data Processor and its Sub-Processors shall return the Personal Data processed under this Data Processor Agreement to the Data Controller, provided that the Data Controller is not already in possession of the Personal Data. The Data Processor is hereafter obliged to delete all the Personal Data and provide documentation for such deletion to the Data Controller.

11. Contact

1.1 The contact information for the Data Processor and the Data Controller is provided in the Main Agreement.

Sub-appendix A

1. Personal Data



QUICKCHANNEL

1.1 The Data Processor processes the following types of Personal Data in connection with its delivery of the Main Services: (i) Ordinary contact information on relevant employees from the Data Controller.

(ii) Users of the Main Services: names, telephone numbers, e-mails and user type.

(iii) Personal data provided by the users in connection with their use of the Main Services (these personal data are not seen or accessed by the Data Processor unless the Data Processor after the request hereof from the Data Controller assists with support and bug fixing).

2. Categories of data subjects

2.1 The Data Processor processes Personal Data about the following categories of data subjects on behalf of the Data Controller: (i) Customers

(ii) End-users

We make your streams come true.

Quickchannel AB
Västerlånggatan 27
111 29 Stockholm
Sweden

Tel. +46 8 32 65 47
info@quickchannel.se
www.quickchannel.se