



Helsingborg Development LAB

– General Terms of Consultancy Services

Last modified: 2023-07-12

These general terms of consultancy services of HDL (“we”, “us”, “Supplier”), (the "Terms") form an integral part of the Parties' Agreement (together the "Agreement") which together governs the Customer's use of the Supplier's IT-consultancy services as specified by the Agreement (the “Service”). The services are provided based on the laws and protection of property and intellectual property of Sweden and the European Union. In the event of a conflict between negotiated terms in the Agreement and these Terms, the negotiated elements of the Agreement shall apply.

1. Scope of the Service

- 1.1. The Supplier shall perform the agreed Services to the Customer.
- 1.2. In the event that the description of the Service consists of various documents and in the event these documents contain conflicting information, the most recently prepared document shall take precedence.

2. Implementation of the Service

- 2.1. The Parties shall cooperate and consult during the implementation of the Service. Each party shall designate a contact person who shall be responsible for the cooperation in regard to the Agreement. Each party shall notify the other party of the designated contact person. The contact person is entitled to represent the principal in matters concerning the implementation of the Service.
- 2.2. The Supplier shall perform its obligations in a professional manner with personnel who are appropriate, qualified and competent for the purpose.
- 2.3. Unless the parties agree otherwise, the Supplier may engage a subcontractor to perform the Service, provided such subcontractor is not engaged to perform all or a majority of the Service. In the event that the Supplier engages a subcontractor, the Supplier is liable for the subcontractor's work as if it were its own.
- 2.4. The Supplier shall inform the Customer before it intends to engage a subcontractor or let another employee than the one named in the Agreement perform work within the scope of the Service.
- 2.5. The Customer shall make such information and documentation regarding the Customer's operations available to the Supplier as is necessary for the performance of the Service. In the event that the Service shall be performed on the Customer's premises, the Customer shall make available the necessary work space and infrastructure.

- 2.6. A party who becomes aware of any circumstances that may affect the timetable for implementation of the Service, shall notify the other party without delay.

3. Responsibilities of the Customer

- 3.1. The Customer warrants that the representative entering into the Agreement on its behalf has the necessary rights and authority to enter into legally binding agreement with the Supplier on behalf of the Customer.
- 3.2. The Customer is responsible for:
 - a) ensuring that the Services are used in accordance with all applicable laws and regulations including these Terms and the Appendices to the Parties' Agreement;
 - b) the accuracy, completeness and quality of any information submitted to the Supplier;
 - c) maintaining licenses and adhering to the license terms of any software you run;
 - d) maintaining the payment accounts necessary with entering into your own agreements with applicable third party payment service provider;
 - e) purchasing and maintaining a domain name for projects as applicable;
 - f) ensuring that the Services are used in accordance with applicable data protection laws, these Terms and the Appendices to the Parties' Agreement. The Customer is responsible to provide legally adequate privacy notices and obtaining necessary consents for the processing of any End User personal data;
 - g) ensuring that Customer Data is in an agreed upon format, is not infected by viruses or anything else that could harm or influence our systems or Services negatively and does not infringe the intellectual property rights of third parties;



- h) following instructions given by the Supplier relating the use of the Service; and
- i) assisting the Supplier to a reasonable extent and take reasonable actions to enable us to deliver the Service.

4. Fees

- 4.1. The Customer agree to pay fees in accordance with the Agreement. Charges are payable in accordance with the Supplier's price list that is valid from time to time, unless otherwise agreed. All charges are calculated in the currency stated on the Order Form and/or invoice and do not include value added tax.
- 4.2. Unless the parties agree otherwise, the Customer shall pay remuneration on current account in accordance with the hourly rates, overtime rates, etc. specified in the Agreement. If such an agreement has not been reached, a fee shall be debited in accordance with the Supplier's price list from time to time applicable.
- 4.3. The Supplier may, annually as from the start of a new calendar year, change the agreed hourly rates in accordance with an adjustment of maximum 10%, unless agreed in writing otherwise.
- 4.4. Unless otherwise agreed, HDL may change any of our fees, such as for example, the subscription plans, including any recurring subscription fees for periods not yet paid, at any time by posting a new pricing structure to our website or in your account and/or sending you a notification by email. We will always be entitled to adjust any rates or charges from our Third Party licensors that we forward to you, in case such Third Party licensors adjust their prices towards us. Price changes will take effect from the next billing cycle.
- 4.5. The fees are exclusive of VAT and other additional taxes and charges on the Service that were imposed after the Agreement was entered into.
- 4.6. All fees are non-cancellable, and fees are non-refundable. You agree to pay us any costs, fines, or penalties we incur from a governmental or regulatory body as a result of your use of the Services.
- 4.7. **Travel time** outside the Supplier's normal working hours will be charged at half of the agreed hourly rate.
- 4.8. **Overtime** .Unless otherwise follows from the Agreement, the Supplier is entitled to remuneration for overtime in accordance with the following: Agreed work to be performed outside normal working hours but after 07:00 and before 19:00 on normal working days Monday-Friday shall be debited at the hourly rate specified in the Parties Agreement multiplied by a factor of 1.5. Agreed overtime work at other times shall be debited at the hourly rate as agreed multiplied by a factor of 3.0.

4.9. **Expenses, travel costs.** The Supplier is entitled to reimbursement for expenses in accordance with what is specifically agreed. The Supplier is entitled to reimbursement for the costs of subsistence as well as the costs of travel and accommodation in accordance with what has been agreed. In the absence of an agreement, the Supplier, when travelling from the Supplier's permanent base as specified in the Agreement, is entitled to remuneration for the costs of subsistence and travel relating to travel by private car in accordance with the Supplier's from time to time applicable price list and for the costs of accommodation and travel relating to travel by means other than a private car on the basis of costs incurred.

4.10. **Other remuneration.** If the Customer causes the Supplier to be unable to utilise allocated resources, the Supplier is entitled, after notifying the Customer's contact person to this effect, to charge compensation for the allocated time that cannot be utilised. This applies to the extent that the Supplier cannot cover the allocated resources with other work. The Supplier loses its right to claim compensation as a result of the Supplier being unable to utilise allocated resources, if such claim is not made in writing within three months after the delay occurred.

5. Payment Terms

- 5.1. Unless the parties agree otherwise, the Supplier is entitled to be paid once per month for performed and documented work as well as for any cost incurred. Documentation will be managed through HDL systems and software.
- 5.2. Payment shall be made against an invoice. The invoice should state the nature and extent of the work performed during the period to which the invoice relates, costs incurred during the period and other agreed remuneration as well as the number of hours worked along with the hourly rates for each person or employee category involved with the Service.
- 5.3. Payment shall be made within 30 days of the date it was issued. In event of a delay in payment, default interest and other compensation shall be paid in accordance with law.
- 5.4. No later than six months after the Service has ended the Supplier shall send the Customer an invoice for all remaining items relating to the Service. If the Supplier fails to send such an invoice, the Supplier loses its right to remuneration for work performed, except with regard to its right of offset.
- 5.5. If the Customer's payment is delayed and the Supplier has requested the Customer in writing to pay the amount due the Supplier may, 30 days after notifying the Customer in writing with reference to this clause, withhold further work until the Customer has paid all amounts due and outstanding. In such event, the Supplier is entitled to compensation.



5.6. Your payment to us will automatically renew at the end of the applicable subscription period, unless you have cancelled or terminated your Agreement with us in accordance with the termination provisions.

6. Customer Data

6.1. In the relationship between the Customer and the Supplier, the Customer is the holder of all rights pertaining to Customer's Data. Unless otherwise follows from the Agreement, work in connection with transferring Customer's Data to the Customer during the term of the Agreement is an Additional Service.

6.2. The Customer is liable for, and shall indemnify and hold us harmless from and against, any infringement by Customer's Data of any third party right or any other non-compliance with applicable law.

6.3. In order for us to be able to deliver the Services adapted to the Customer, the Customer hereby give the Supplier and its Affiliates: (a) a non-exclusive, royalty-free, terminable, global license to use, copy, transmit, modify and display Customer's Content (including Personal Data); and (b) a non-exclusive, royalty-free, terminable, global license to copy, distribute and use Customer's trademark(s), logotype(s), name and design elements, as applicable.

7. Intellectual Property Rights

7.1. The Customer will receive, against full payment of the agreed remuneration, the copyright (including the right to freely use, modify, license and assign to third parties) to the results of the work performed by the Supplier within the scope of the Services. The Supplier retains full ownership of all the intellectual property and related rights until the Customer has paid in full.

7.2. All intellectual property rights regarding the proprietary tools we use, such as our APIs, algorithms, data models, data, equipment, software, manuals or other property and information provided and developed by us, or our licensors, are, and shall remain, the property of the Supplier or its licensors.

7.3. Nothing in the design of the Services or the correspondence between the Customer and the Supplier shall be construed as a transfer to the Customer of such rights.

7.4. The Customer owns (or has a license, permission from a third party to use) all material, and all Intellectual Property Rights and Personal Data that the Customer submits, or instructs the Supplier to submit and upload, in the Service, such as the Customer's trademarks, images and texts.

7.5. Customer grant to the Supplier a non-exclusive, sub-licensable, royalty free, worldwide, perpetual and irrevocable license to use (i) Content, (ii) Process Automations and (iii) any metadata originating from Content and any method used by you in relation to the training, development, creation and/or deployment your use of the Services, solely as necessary:

- a) to provide the Services and to allow the Supplier to perform under, and in accordance with the Agreement and any written instruction, approved by the Supplier;
- a) to develop and improve the existing Services and any additional service offerings, features and functionalities with respect to the Services;
- b) to compile aggregated statistics and reports for internal business purposes and/or marketing use. Note that any data identifying a Customer will be managed as Confidential Data and shall not be used or included in any report or marketing initiative, unless the Customer has provided its prior consent thereto and
- c) to detect and mitigating fraud, security incidents, unlawful use of the Services and to respond to any technical problems.

10. Intellectual Property Rights Infringements

10.1. We undertake to indemnify the Customer from claims that the Customer's use of the Service in accordance with these Terms, violates a third party's intellectual property rights.

10.2. Our responsibilities under this paragraph only apply on the condition that: (i) the Customer promptly notifies us regarding claims directed towards the Customer; (ii) we are given the exclusive right to decide how the process is conducted; and (iii) the Customer complies with our instructions and provides us with reasonable assistance requested by us.

10.3. If an infringement of third party intellectual property rights has occurred, we shall, at its own discretion either: (i) ensure the Customer's continued right to use the Services, or; (ii) change the Services to remove the risk for any infringement, or; (iii) replace the Services, or parts of the Services, with other equivalent services that cannot be considered to be an infringement; or (iv) terminate the Services and after deduction, to the Customer's reasonable benefit, reimburse any unused fees paid without interest or liability to the Customer.

10.4. This section constitutes the sole responsibility that we has towards the Customer in terms of infringement of third party intellectual property rights.

13. Marketing



- 13.1. If the Parties are to publish detailed information about the cooperation in accordance with the Agreement, the approval of both Parties is required. However, we have the right to use the Customer's name and company logotype for the marketing of the parties' cooperation in general terms, including publication on the Parties' list of customers and website and social media channels, without obtaining further approvals.

14. Confidentiality

- 14.1. Each Party undertakes during the term of the Agreement and for a period of five (5) years thereafter, that it shall not disclose to any third party, without the other Party's consent, such information regarding the other Party's operations which may be considered as a business or professional secret, or information which is covered by a duty of confidentiality as prescribed by law, including templates for any documents, forms and/or spreadsheets, algorithms and data models (the "Confidential Information"). Business and professional secrets shall at all times be treated as information which a Party has stated as being confidential. This undertaking of confidentiality shall not be limited in time for such Confidential Information that constitutes trade secrets according to applicable law or remains in the receiving party's possession.
- 14.2. The duty of confidentiality does not apply to such information which a Party is able to demonstrate became known to him in a manner other than through the use of the Services, or which is in the public domain. Nor does the duty of confidentiality apply where a Party is liable to provide such information according to law, court or government order or binding stock exchange regulations or as part of a sale, merger and acquisition, or financing round when sharing information under confidentiality to the parties' professional legal and financial advisors. In the event that a Party is obliged by law to provide such information, the other Party shall be informed in respect thereof prior to such disclosure.

15. Acknowledgements and Warranty Limitations

- 15.1. Limited Warranty. We warrant that the Services will substantially conform in all material respects to the specifications set forth in the current information as set out on the website and in will be rendered in a professional manner and in line with good security practices.
- 15.2. Except as otherwise stated, we do not warrant that the functions contained in the Services, or any result of the Services and Processes will meet Customer's expectations or requirements or that the operation of the Services will be uninterrupted or error-free. We are not

responsible for missed or unnoticed offers, or similar events, due to technical errors with the Service.

- 15.3. You acknowledge that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms, We provide no warranty or representation that the Software will be wholly free from defects, errors and bugs.
- 15.4. You acknowledge that the Software is only designed to be compatible with that software specified as compatible in the Software Specification; and we does not warrant or represent that the Software will be compatible with any other software.

16. Disclaimer and Liability for Defects

- 16.1. Liability for defects. Defects or shortcomings exist if the Service substantially deviates from the specifications as presented on our website from time to time. Defects or shortcomings shall be remedied by the Supplier the Customer claim, which shall contain detailed information about how the defect or shortcomings has manifested themselves. Costs for remedying defects or shortcomings shall be borne by us with the following exceptions: we shall not be liable for defects attributable to:
- use in violation of our instruction or Services' documentation or,
 - modifications undertaken by the Customer or,
 - documents, data and other information supplied by the Customer, and
 - hardware, software or other equipment not provided by us.

17. Limitation of Liability and Indemnification

- 17.1. The Customer shall indemnify and shall keep the Supplier indemnified against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Supplier and arising directly or indirectly as a result of any breach by the Customer of these Terms (a "Customer Indemnity Event").
- 17.2. The Supplier shall indemnify and shall keep indemnified the Customer against any and all direct damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) arising from (a) any third-party claim that the Services violates any third party intellectual property rights; or (b) that the Supplier failed to obtain any necessary permit, license or consent in connection with the Terms.



- 17.3. The Parties are not responsible for events beyond their control (“Force Majeure”). We disclaim all liability with respect of any third-party products that you use.
- 17.4. The Parties’ (including its Affiliates’) total liability under this Agreement is limited to a maximum amount of 100% of the Fees paid by the Customer to the Supplier the last 12 month period, to the extent it is permissible by law. The limitation of liability does not apply in the event of personal injury, liability in case of intellectual property infringement, or if damage has occurred as a result of whether the Party has acted grossly negligently or intentionally.
- 17.5. A Party shall indemnify and hold the injured party Indemnified in respect of liability, damages, losses, costs and expenses (including reasonable costs for legal representation and amounts reasonably paid for handling legal claims) that have arisen for or caused the injured Party and arise directly as a result of Party’s possible breach of contract against this Agreement.
- 17.6. The indemnity protection set out in this section shall be subject to the limitations and exclusions of liability set out in these Terms, except for Intellectual Property and Confidentiality violations.
- 17.7. Claims must be submitted in writing within three (6) months from the occurrence of the damaging event, otherwise the Party loses the opportunity to make a claim.

18. Third Party Services

- 18.1. We may from time to time recommend, provide you with integration with third party software, applications, services or website links (the “Third Party Services”) for your consideration to use in conjunction with the work you commissioned. Note that any Third Party Services are made available as a convenience and that we make no warranties and take no liability in the performance, applicability, availability, fit-for-purpose of such Third Party Services. We recommend that you seek counsel before using or relying on any Third Party Service, in particular for your tax or data protection concerns.
- 18.2. If you purchase, access or use any Third Party Service, you have entered into a contract solely between yourself and such third party. The Supplier is not party to any such agreements.
- 18.3. If you choose to install or enable a Third Party Service for use in your software, you hereby grant us permission and license to allow the applicable Third Party Service provider access to your data and material.
- 18.4. You agree to indemnify us from any and all clam or demand, including reasonable attorneys’ fees, arising out of your use of a Third Party Service.

19. Data Protection and Security

- 19.1. The Supplier shall perform the Service in accordance with any security directives notified by the Customer.
- 19.2. Each Party shall comply with its obligations under applicable data protection legislation and legislation pertaining to Artificial Intelligence, as applicable. In case Personal Data is submitted to the Supplier in order for the Supplier to provide the Services to Customer, the parties shall then, upon the Customer’s request, negotiate and sign a data protection agreement, which when executed shall form part of the parties’ Agreement.
- 19.3. The Supplier will provide the Services and support subject to security measures that are in line with good security practices and relevant industry best practice.
- 19.4. To the extent the provisioning of the services entail the processing of personal data, these Terms incorporate the Data Protection Addendum (“DPA”).

20. Support

- 20.1. We provide some limited general customer support, as set out from time to time on the website www.hbgdesignlab.se/support.
- 20.2. We offer Service Level Agreements and premium support services subject to separate terms upon agreement.
- 20.3. Reports of Errors shall be done using agreed upon communications channels that include information about which web browser You are using and the Error that the You has experienced. Furthermore, You shall cooperate with us and provide all reasonable assistance necessary for us to diagnose, reproduce and assess the Error. Reports with related information can also be sent directly in slack or as instructed by the Supplier.
- 20.4. After an Error report, we shall initiate troubleshooting during Business Days as set out below. Troubleshooting includes, if applicable, directions for circumventing the Error.
- 20.5. Classification of Errors:

Priority 1	Errors that hinder functionality making it impossible to use the Service or and errors that involve significant risk from a security or privacy point of view.
Priority 2	Errors that significantly hinder functionality in the Services.
Priority 3	Errors that hinder functionality in elements of the Service, or errors that cannot be classified as Class 1, 2, or 4.



Priority 4	Errors that hinder functionality in the Service to a lesser extent for the Customer/aesthetic errors.
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20.6. Initial Response time on Business Days

Priority 1	Within 30 minutes.
Priority 2	Within 1 hour.
Priority 3	Within 8 hour.
Priority 4	Managed after decision by the Supplier.

20.7. If You report an Error and it is found that the problem is not attributable to an Error in the Service, we may charge a fee for reasonable time spent on the report as per our current price list for professional services.

21. Force Majeure

21.1. The Parties are not responsible for events beyond their control (“Force Majeure”). Force Majeure means, that neither Party to these Terms shall have liability or responsibility to the other Party for any delay, failure to perform, service interruption, outage, damage, malfunction, or any consequence thereof or damage resulting therefrom, due to any circumstance beyond the Party’s reasonable control including, but not limited to, inclement weather, climate change, resource shortages, all acts of nature and acts of God, strikes, civil disturbances, riots, terrorist acts, unavailability of or delays in goods or services needed from third parties including but not limited to third party hardware, software, data center, collocation, and cloud service providers, interruption or outage of or delay in telecommunications including the public Internet, voice lines, data lines, or any telecommunications equipment or service, transportation, delivery, power outages, electrical or other utility services, failure of third party hardware, software or services, or any acts or omissions of any third parties.

21.2. If either party fails to perform or is delayed in performing its obligations under this Agreement due to an Event of Force Majeure for a period greater than ninety (90) days or notifies the other in writing that it reasonably anticipates that it will fail to perform or, be delayed in performing its obligations for a period greater than ninety (90) days, then the unaffected party shall be entitled to terminate this Agreement forthwith upon written notice.

22. Term and Termination

22.1. Unless otherwise agreed, the initial term is 36 months (“Initial Term”) and the Subscription Term will automatically renew for another period of 24 months (“Renewal Term”).

22.2. These Terms shall enter into force the date stated in Customer’s Subscription Agreement. To prevent renewal of the Subscription Term, the Customer must provide a written notice at least eight (8) months before the expiration of the Subscription Term, unless otherwise have been agreed.

22.3. Unless otherwise agreed, we do not provide any early termination or refunds. If written notice of termination is done in accordance with section 22.2, the Subscription Term will end on the expiration date and the subscription cannot be cancelled early. We do not provide refunds if the Customer decide to stop using the Service during its Subscription Terms.

22.4. If either party commits a breach of contract and does not take corrective measures within twenty (20) days after submission of a written request by the other party, the latter is entitled to terminate the Agreement with immediate effect. This also applies where there is a material deviation between the service supplied and the delivery specification. If either party commits a material breach of contract, the other party is entitled to terminate the Agreement with immediate effect. Such termination shall be preceded by joint clarification of the significance of the breach of contract.

22.5. A Party is always entitled to terminate the Agreement with immediate effect if the other party has (i) stopped payments, (ii) initiated composition negotiations, liquidation, (iii) entered into bankruptcy, or (iv) is subject to business reorganisation or (v) is otherwise insolvent.

22.6. Upon Termination or expiration of this Agreement, all rights and licenses granted hereunder shall terminate immediately, any Confidential Information shall be destroyed, and you shall stop using the Services and purge any traces of the Services from your systems and websites and Customer shall remit in full any payments due to the Supplier according to these Terms.



23. General Rules

- 23.1. The Status of the Parties. Nothing contained in these Terms will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. It is the Customer's responsibility and liability to keep any accounting documents and information in order and to pay all applicable taxes and charges.
- 23.2. Updates to the Terms. We may make modifications to these Terms, including pricing. Any updates to Terms will be published on our website, be sent to you by email or published in the administrator's portal, or otherwise as required by law. The updated Terms will apply from the date of publication on our website (see the date of "Last Modified") and your continued use of our Services will constitute your acceptance.
- 23.3. Surviving Terms. The following Sections shall survive the expiration or termination of this Agreement: Termination and Effect of Termination; License Rights; Restrictions; Data Protection; Confidentiality; Feedback; Warranty; Limitation of Liability and Indemnification; Applicable Law and Dispute Resolution. Any provision under these Terms that, by its nature or to give effect to its meaning or purpose, should survive termination or expiration of these Terms and apply to respective successors and assignees.
- 23.4. Entire Agreement. These Terms constitutes the entire agreement between the Parties, and no promise, undertaking, representation, warranty or statement by either Party prior to the date of these Terms shall affect these Terms.
- 23.5. Assignment. These Terms may be assigned by either party without notice in the event of a merger or sale of substantially all of the assigning company's assets or stock. We may assign our rights to any other company within our group of companies controlled entity at our discretion. The obligations under these Terms shall be binding on and inure to the benefit of both Customer and the Supplier, their successors, and permitted assigns.
- 23.6. Severability. If any provision of these Terms is found to be held invalid by a court competent jurisdiction, that provision only will be limited to the minimum extent necessary, and the remaining provisions will remain in full force and effect.
- 23.7. Waiver. The waiver or failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

24. Definitions

- 24.1. *Affiliates*, means as to a party, any other person that directly or indirectly controls, or is controlled by or under common control with such entity, with 'control' as applied to any person being the direct or indirect ownership of more than fifty percent (50%) of the equity or voting interest in such person.
- 24.2. *Confidential Information*, means any and all information (whether oral, written or in some other tangible or disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party") or that is otherwise obtained by the Receiving Party under or in connection with the applicable Agreement and that is marked as confidential, by its nature is confidential or relates to the business, products or affairs of the Disclosing Party, including any technical information concerning the design and operation of the Software.
- 24.3. *Customer Content*, means any information or data that a Customer has uploaded to the Service, including machine images, text audio, graphics, photo video and or audio materials or combination thereof.
- 24.4. *Documentation*, means the user manuals, help files, release notes and other documentation (excluding marketing materials) published by the Supplier that is made available to Customer in connection with the Service.
- 24.5. *Intellectual Property Rights*, means any and all intellectual property rights including patents, trademarks, design rights, copyright, rights in databases, Know-How, Look and Feel, domain names and all similar rights (whether or not registered or capable of registration and whether subsisting in any part of the world) together with any and all goodwill relating or attached thereto and all extensions and renewals thereof.
- 24.6. *Know-How*, means any know-how, confidential information, trade secrets, experience, drawings, designs, production methods, code, notes, flow charts discoveries, specifications, diagrams, technology, research, methods of formulation, results of tests and field trials, specifications of materials, composites of materials, formulae and processes and technical information including the benefit of all related obligations of confidentiality.
- 24.7. *Look and Feel or Elements*, means visual presentation, color scheme, logic and structure, presentation, graphics, website navigation methods, HTML code, meta-tag structures and similar.
- 24.8. *Process Automations*, means any Customer processes and procedures that are automated using the Software.
- 24.9. *Processes*, means a published process available in either control room or administrative panel as applicable.
- 24.10. *Session*, means a concurrent session that can be executed, also referred to as a "Robot".



- 24.11. *Service/Services*, is the consultancy services of www.hbgdesignlab.se and any other given information and documentation, presentation, offer or servicelist.
- 24.12. Initial Plan, means the 36 months term the Customer initially signs up for, unless otherwise agreed.
- 24.13. Renewal Term, means the 24 months term that following the Initial Term, unless otherwise agreed. Each time the subscription is renewed
- 24.14. *Subscription Term*, means the Initial Term for your subscription as initially stated in the Order For, and as long as you continue subscribe to the service in your Renewal Term.
- 24.15. *Storefront*, means the frontend user face of the Service adapted for Customer's design elements.
- 24.16. *Support Services*, means the standard maintenance and support services.

25. Governing Law and Dispute Resolution

- 25.1. These Terms shall be governed by Swedish law, without reference to the choice and conflict of law provisions thereof.
- 25.2. Any dispute arising out of, or in connection with these Terms, shall be finally settled in the Swedish public courts, with the district court of Helsingborg as the court of first instance.

26. Contact Information

- 26.1. The Supplier's contact information.

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