

For some subscriptions, specially agreed upon terms may apply, which wholly or partially replace the general terms and conditions. Such special terms may, for example, be stated in the order confirmation. For the sale of other products, such as consulting and training services, different general terms and conditions apply.

General conditions for subscription to information service regarding procurement

Valid from. 2021-11-02

1. General

1.1 These General Terms and Conditions regarding the Subscription of Information Services from Pabliq ("General Terms") are applied by Antirio AB ("Pabliq") when the customer subscribes to information services from Pabliq (registered separate company name of Antirio AB 556533-8133).

1.2. For some subscriptions, specially agreed conditions may apply, which completely or partially replace the general conditions. Deviations from the terms and conditions must be agreed in writing to be effective or otherwise appear in the Order Confirmation. For the sale of other products, such as consulting and training services, other general conditions apply.

1.3 All Users must agree to these general terms upon first logging into Information Services (defined below).

1.4 These General Terms and Conditions apply regardless of the platform on which Pabliq provides its Information Services. The content of the information services may change over time as Pabliq develops its services.

1.5 In these General Terms and Conditions, Agreement(s) means any individual agreement between the Customer and Pabliq regarding the provision of information services. These General Terms and Conditions and Order Confirmation form an integral part of each such agreement.

1.6 In these General Terms and Conditions, Information Services are understood as Information Services where the Customer has commissioned Pabliq to provide information about public procurements in accordance with the user profile(s) created by/for the Customer, containing material such as procurement advertisements and, where applicable, associated procurement documents, additions, awards, judgments, legal text and other texts and similar that Pabliq provides to the Customer, and which appear in more detail and are specified in the Order Confirmation.

1.7 In these General Terms and Conditions, "User" means one or more individual natural persons who, according to agreement and information in the Order Confirmation, shall be allowed to use Information Services.

1.8 "Customer" means Pabliq's contractual party in the Order Confirmation.

1.9 "Platform" means a digital medium through which Pabliq provides its Information Services. It can be a website, application or similar.

2. Customer's right of use

2.1 Through the Agreement, the Customer receives a non-exclusive right to use Information Services during the contract period specified in the Order Confirmation and for the number of Users specified in the Order Confirmation. The Customer is responsible for the User's use of the Information Services.

2.2 Furthermore, Pabliq gives the User the right to use Information Services for their own use within the scope of the Customer's business activities by searching in Information Services using the provided search methods and reading content, printing and storing information electronically, provided that the User respects the following restrictions. a) Content in Information Services may not be resold, leased, rented or reproduced or made available from the relevant platform for the purpose of conveying the content to the public or to a third party outside the contractual relationship.

However, the user has the right to reasonably forward a limited amount of content to others, including third parties, to the extent that it is compatible with what is stated in points b) to c) below. b) Users may not use Information Services in a way that is contrary to a normal use of the same or in a way that unjustifiably, without objectively acceptable reasons, violates Pabliq's interests in and to Information Services. c) Information services may not be used in violation of the provisions of the Data Protection Regulation (GDPR), Act (2018:218) with supplementary provisions to the EU Data Protection Regulation or other applicable legislation. What was said above in the point 2.2 means among other things (but not exclusively) that Information Services may not be used for the purpose of building up parallel databases whereby the Customer or User fully or partially reuses the content of Information Services. In case of doubt as to whether the use of Information Services for a certain purpose is compatible with point 2.2, the Customer must ask for Pabliq's permission before the Customer begins the use in question.

2.3 In the event that Pabliq suspects that the Customer is violating the rules that apply to the use of the Services, Pabliq may suspend the Customer from access to the Services.

2.4 The user may not lend or transfer their user data to another person. Only when the User is no longer employed does the Customer have the right to change Users.

3. Provision of Information Services

3.1 Information services are provided to the Customer online via the Internet. Information services can be provided on different platforms such as, but not exclusively, via website or application. Access is only obtained after logging in by the User. The customer provides access to the internet and other technical equipment required for access to Information Services.

3.2 User ID and password needed for login is personal. The customer must take the necessary security measures, including IT security measures, to ensure that user identities and passwords are stored with the utmost security and that third parties are prevented from gaining unauthorized access to them. The Customer must inform the User that the user identity and password must not be disseminated and must be kept secret.

3.3 During the contract period, Pabliq has the right to completely or partially shut down Information Services in order to carry out updates, maintenance and similar actions.

Pabliq strives to notify in advance, via any of Pabliq's contact channels or platforms, about planned limitation of availability.

3.4 Technical support and user support ("Support") regarding Information Services is provided free of charge by Pabliq, or by third parties on behalf of Pabliq, normally on weekdays and during office hours. Information about Support's contact details and opening hours, etc. available on any of Pabliq's platforms.

4. Pabliq's processing of personal data

4.1 During the term of the agreement, Pabliq will process personal data regarding Users with the Customer. This personal information may, for example, include contact information, authorization and other information that Pabliq receives within the framework of the Agreement. The purpose of this processing is to enable the implementation of the parties' respective obligations and cooperation under the Agreement. The customer undertakes to inform all Users about Pabliq's treatment according to the point above. Further information on how we process personal data can be found in Antirio AB's, org. no. 556533-8133, Personal data policy.

4.2 In the event that registered Users or other third parties make claims against Pabliq due to Pabliq's processing of personal data, the Customer shall indemnify Pabliq fully for such claims resulting from the Customer's failure to comply with this agreement.

5. Accuracy of information

5.1 The information in Information Services has been compiled by Pabliq and originates from public information, i.e. public documents and public documents. Pabliq reproduces the data without the possibility of checking the correctness of the data.

6. Intellectual Property Rights

6.1 Copyright and all other intellectual property rights, including database rights in and to Information Services belong to Pabliq or its licensors. The customer only receives a license to use Information Services in accordance with the Agreement. In addition, the information services enjoy a right of their own kind, when they (i) contain a large number of data or (ii) are the result of a substantial investment in terms of quantity or quality in the acquisition, review or presentation of data included in the database, so-called database protection. This right is an exclusive right for the person who created the database to produce copies of the database and make it available to the public. With the support of this right, Pabliq can prohibit the extraction or reuse of the contents of the database and infringement of this exclusive right can lead to both criminal liability and liability for damages.

7. Fee and payment

7.1 The customer is obliged to pay the fees specified in the Order Confirmation for all

use of Information Services.

7.2 Access to Information Services is charged, unless otherwise agreed in writing, according to the price list in force at any given time. All prices are subject to value added tax (VAT) according to current law.

7.3 The fee is invoiced throughout the year in advance, unless otherwise agreed in writing. Payment must be made within thirty (30) days from the invoice date.

7.4 Pabliq reserves the right to change the subscription fees specified in the Agreement for Information Services. Changes to subscription fees normally occur in connection with the expiry of an agreement period and the extension of the subscription (e.g. at the end of a twelve-month period). When the Agreement is extended, the current list price for Information Services applies at all times.

7.5 Pabliq may also change subscription fees for Information Services during the current contract period, by notifying the Customer in writing at least three (3) months before the price change takes effect. If the Customer does not accept the change, the Customer has the option to terminate the Agreement to end on the day the price change takes effect. A termination must be in writing and must reach Pabliq no later than fourteen (14) days before the price change takes effect. If the Customer overlooks this deadline, the Customer is bound by the Agreement and the price change.

8. Right to change

8.1 Pabliq has the right to unilaterally change the terms of the Agreement and includes in the Information Services provided as well as the method of provision. The customer understands and accepts that the following changes may occur: a) the technology needed for the use of Information Services during the contract period. b) changes in the content of Information Services. c) changes in the terms of the Agreement.

8.2 The customer will be informed of such changes that are to a significant disadvantage for him and such changes will enter into force thirty (30) days after notification at the earliest. In the event of changes that are to a significant disadvantage for the Customer, the Customer has the option of terminating the Agreement to end on the day the change comes into effect. A termination must be in writing and must reach Pabliq no later than fourteen (14) days before the price change takes effect. If the Customer overlooks this deadline, the Customer is bound by the Agreement and the amendment.

9. Contract term and cancellation

9.1 The agreement applies, unless otherwise agreed, from the date specified in the Order Confirmation for twelve (12) months. The agreement is automatically extended, unless otherwise agreed, by twelve (12) months at a time unless terminated in writing at least one (1) month before the end of the agreement period. When extending the Agreement, Pabliq's applicable general conditions and fees according to the price list are applied at all times.

9.2 If either party takes measures in violation of the law or is declared bankrupt, initiates settlement negotiations, suspends its payments, applies for corporate restructuring or otherwise can reasonably be assumed to be insolvent, the other party

has the right to terminate the Agreement with immediate effect.

9.3 Each party has the right to terminate the Agreement with immediate effect if the other party materially breaches the Agreement and does not correct itself within thirty (30) days of receiving a written request for correction. If the Customer or the Customer's User violates the rules on the use of Information Services, this shall always be considered a material breach of contract as mentioned in this clause.

9.4 Pabliq reserves the right to refuse subscriptions to and to terminate the Agreement until immediate termination with, natural or legal person who directly or indirectly conducts business competing with Pabliq.

10. Limitation of liability and grounds for exemption

10.1 Pabliq's liability for damages or losses is limited to direct damages caused to the Customer as a result of Pabliq's negligence in providing Information Services. Indirect damages and losses such as loss of production, loss of profit, loss of expected savings, loss of goodwill, or consequential damages incurred by the Customer or third parties are not compensated. Pabliq's compensation liability is maximized to an amount equal to the subscription fee paid by the Customer during a maximum of the last twelve (12) months.

10.2 Under no circumstances shall Pabliq be liable for loss of data or for costs attributable to damage to the Customer's information technology as a result of the use of Information Services or due to the content of Information Services.

10.3 If Pabliq is prevented from fulfilling its obligations under the Agreement due to obstacles beyond Pabliq's control which Pabliq could not reasonably be expected to have anticipated when entering into the Agreement and whose consequences Pabliq could not reasonably have avoided or overcome such as, but not exclusively, IT-breakdown, serious spread of infection, epidemic, lightning strike, labor conflict, fire, changed authority regulation, authority intervention, changed legislation, burglary, data breach, destroyed data, interruption of energy supply as well as failure or delay in services and products from subcontractors due to circumstances specified here, shall this constitute a basis for exemption which brings forward the time of performance and exemption from damages and other possible penalties.

10.4 If the fulfillment of the Agreement to essential parts is prevented for a longer period of time than three (3) months due to the circumstance specified in point 10.3, the Party may terminate the Agreement in writing to immediate termination.

11. Privacy

11.1 The parties undertake not, without the other party's written consent, to publish or otherwise share with third parties information about Information Services or about the other party's business relationships that are or may be assumed to be confidential, however with the exception of; a) information that is generally known or comes to public knowledge in a different way than through one of the parties' breach of the Agreement, b) information that a party has acquired from a third party without an obligation of confidentiality, c) information, which the party, without being subject to a confidentiality obligation, had knowledge of when the party received it from the other Party. Individually agreed prices or special conditions, as well as user identities and passwords, must always be considered confidential. The obligation of confidentiality in

this clause 11.1 applies to the Parties even after this Agreement has ceased to apply, but at the latest for three (3) years from the termination of the Agreement.

11.2 In the event of a breach of this confidentiality commitment, Pabliq has the right for each individual violation to receive from the Customer a fine for each violation corresponding to SEK 50,000. In the event that the damage incurred exceeds the amount of the fine, Pabliq has the right to demand compensation from the Customer in addition.

12. Complaints and errors in Information Services

12.1 Pabliq undertakes to provide the Information Service in accordance with the description that appears in the current Order Confirmation and these general terms and conditions.

12.2 In the event that the Customer feels that the Information Service does not match such information about the Information Service provided in the Order Confirmation or these general terms and conditions, the Customer must report the error to Pabliq in writing. The Customer loses his right to claim that the Information Service is incorrect if the Customer does not report the error within a reasonable time after the Customer noticed or should have noticed the error. A complaint that reaches Pabliq more than (1) one month from when the Customer noticed or should have noticed the fault is considered to be a complaint that has taken place late but the consequence is that the Customer has lost any right to compensation for the current fault.

12.3 When the Customer has made a valid complaint about a fault for which Pabliq is responsible, Pabliq has the right to choose how the Customer is to be compensated for the fault.

13. Transfer and other

13.1 The customer may not assign the Agreement and/or rights and obligations hereunder without written approval from Pabliq. Pabliq has the right to assign the Agreement and/or rights and obligations hereunder to third parties. If such a transfer takes place, the Customer will be notified of this in an appropriate manner.

13.2 Should any provision in the Agreement or part thereof be found to be invalid, this shall not mean that the Agreement in its entirety is invalid but, to the extent that the invalidity significantly affects the Party's exchange of or performance according to the Agreement, the minimum possible adjustment shall take place.

13.3 The Swedish language version of these general terms and conditions shall prevail over other language versions in the event of any discrepancies or differences in interpretation.

14. Applicable Law and Dispute 14.1

Swedish law shall be applied to the Agreement and related legal relationships. Disputes regarding the interpretation or application of the Agreement and related legal relationships shall be settled by a general court with the Stockholm district court as the first instance.

Personal data policy

Personal data

Antirio AB, corporate no. 556533–8133 (hereinafter Antirio) protects your personal privacy and strives to protect your personal data in the best possible way. This policy applies to anyone who comes into contact with Antirio to use our products and services. The policy applies to all of Antirio's platforms and business areas. This policy also applies to collaboration partners and subcontractors who intend to enter into or who have a commercial agreement with Antirio. This policy describes why we collect information about you and how the information is processed and what rights you have. By using our products or services, you consent to us using your personal data in the ways described in this policy.

We process your personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free flow of such data and on the repeal of Directive 95/46/ EC (hereinafter the Data Protection Regulation), and applicable national legislation. Antirio provides services and products to legal entities, i.e. authorities, companies or associations. In what follows, these are referred to as "Customers". Antirio's services are used by natural persons within the Customer's organization. In what follows, these are referred to as "Users". Users have a personal "User account" with Antirio. Antirio's services can be provided via various platforms. "Platform" means a digital medium through which Antirio provides its services. It can be a website, application or similar.

What is personal data?

Personal data is information that can be directly or indirectly attributed to a living natural person. Examples of such data are social security numbers, personal e-mail addresses, telephone numbers and the like, but even encrypted data can constitute personal data if they can be linked to natural persons. All information that can identify a natural person's physical, physiological, genetic, psychological, economic, cultural and/or social identity is personal data.

What is a processing of a personal data?

By processing is meant every act that is carried out with a personal data. This can be anything from collection and storage, to modification, use or deletion. It is irrelevant whether the handling is done manually or automatically.

What personal data do we process?

Information that you yourself or your agent provide to us. We collect your personal data, such as name, phone number and email address when you register a User Account with us, when you sign up for our mailing services such as newsletters or book

training, or when you otherwise voluntarily share your personal data with us. When you use one of our platforms, we may collect personal data via cookies that you have accepted. Data from other sources We also process personal data that you have provided to Antirio's sister company Antirio system AB, org.nr. 556583-2374, as the sister companies share customer registers with each other. Antirio may also process customer data in the form of contact details that you have provided to one of Antirio's partners. Information about Antirio's current collaboration partners can be found on any of Antirio's platforms.

Why we process personal data

Antirio only processes data that is necessary to be able to provide our products and services, fulfill commitments to you, and offer an optimal experience of the products and services that Antirio offers. The data is used partly for the dissemination of information about agreements made, partly for all communication between contractual parties. Tender announcements, questions & answers, any additions to the documentation as well as award notices and contract changes, etc. are examples of such communication. Antirio processes your personal data for marketing purposes. To be able to offer you services or products that Antirio provides or that Antirio's sister companies or partners provide. Antirio also processes your personal data in order to be able to fulfill our accounting legal obligations and to be able to safeguard our interests in the event that a dispute should arise.

Processing for which Antirio is the personal data controller

Antirio is the personal data controller for the processing of the personal data that you entrust to us in the following situations: Visiting one of our platforms and accepting cookies. When you register a User Account on any of Antirio's platforms. When you book one of our courses. Have customer service and support issues with us. When you provide us with private contact details in order to enter into or continue a collaboration with us. Antirio is the data controller for the processing of your personal data entrusted to us by a third party, such as from a sister company within the group or from a collaborative partner. The third party is the personal data controller for the processing that takes place with them, but when the data has been handed over to us, Antirio is the personal data controller for the processing that takes place through the means and for the purposes that Antirio has determined. In addition to this, Users can add their own personal data in their tenders or procurements and in Pabliq's platforms by uploading information. For such data, Antirio becomes the data controller. The customer, represented by the User, is the personal data controller for the personal data that the User provides in tenders or procurements and in Pabliq's platforms.

Processing for which the user is responsible for personal data

The customer is the personal data controller for the processing of personal data in relation to the User's use of the Service. Antirio is the personal data controller for these

data. It is therefore the Customer's responsibility to ensure that the User has a legal basis for processing personal data and that other requirements in the Data Protection Act are observed. The customer is responsible for personal data for all personal data that Users add to the platform provided by Antirio. In these situations, it is the Customer who has determined the purposes and means of the processing. An example of this could be when a User attaches a CV containing personal data to their offer. Another example could be information regarding responsible persons in a procurement.

The relation to the principle of publicity

Public procurements and additional tenders to Swedish authorities are, as a general rule, public documents and may be disclosed by these authorities. Personal data controllers therefore have little opportunity to delete or correct incorrect personal data in such documents.

Who we share personal data with

We share customer registers with Antirio's sister company Antirio system AB, org.nr. 556583-2374. The sister company is independently responsible for personal data for the processing that takes place with them. We may also share your customer details in the form of contact details with our partners. Information about Antirio's current collaboration partners can be found on any of Antirio's platforms. Our partners are independently responsible for personal data for the processing that takes place with them. Information that you provide to us via some of our contact channels may be shared with our software providers as the information you provide to us is stored in a system provided by a third party. Our software providers are our personal data processors and they process your personal data in accordance with the legal grounds and purposes we set out in this policy. We may share the personal data you have provided to us, in one of our platforms or when contacting us, with a hired consultant at Antirio. Our hired consultants are our personal data assistants and they process your personal data in accordance with the legal grounds and purposes that we set out in this policy. We require everyone with whom we share your personal data that they protect your personal data adequately in accordance with this policy and the Data Protection Regulation. We actively work with data minimization and do not share more personal data than is necessary to achieve the purpose of the processing. We may share your personal data when required by law or authority regulation with an external third party who is then independently responsible for personal data. The same applies when Antirio must share your personal data with a third party when it is necessary to establish, enforce and exercise Antirio's legal interests.

What legal basis do we have for processing your personal data?

In order to process your personal data, we must have a legal basis for this. We process your personal data on the following grounds:

- As the processing of personal data is necessary for us to be able to fulfill an agreement we have with you or with the company you represent.

- When the processing of personal data is necessary to fulfill a legal obligation, such as our accounting obligation.
- As we have a legitimate interest in processing personal data, such as (i) for marketing purposes for our, our sister company's or our partners' products and services, (ii) to handle incoming mail, (iii) to protect our right if there is a legal process and (iv) for statistical purposes.
- Since the processing of personal data is not supported by any other of the legal bases in the Data Protection Regulation and you have given your consent to a specific processing for a specific purpose.

How long do we store your personal data?

Your personal data is only processed for as long as is necessary for the purposes for which it was collected - for example, as long as it is necessary for us to be able to fulfill the obligations we have due to an agreement with you or with the company you represent. We may save the data longer if required by law or to protect our legal interests, e.g. if there is an ongoing legal process. Data may also be saved for a shorter period of time after you have terminated an agreement with us, this for static purposes. Your personal data is deleted or anonymized when it is no longer relevant for the purposes for which it was collected. Personal data that is not needed in our day-to-day operations is separated and stored in a digital location with limited access. Accounting information such as packing slips and invoices are saved for seven (7) years after the calendar year in which the accounting year ended. Data for which the Customer is independently responsible for personal data can be deleted, changed and maintained by the User himself at any time. This refers to data that the User himself adds to the platform provided by Antirio.

Where is personal data processed?

Your personal data is processed within the EU/EEA. In the event that we transfer your personal data to a country outside the EU and EEA, we will take measures to protect your personal data in accordance with applicable legal requirements, for example by requiring guarantees that the recipient protects the data in accordance with applicable data protection regulations.

What rights do you have?

-Correction and access to your data When we process your personal data, you have the right at any time to request the correction of incorrect data or change the data you have provided. You are responsible for the information you provide in our platforms, here you can always change the information yourself. If it is instead the case that information about you is incorrect, where we are responsible for personal data, you can contact us for correction. You also have the right to request a so-called register extract to find out what personal data we have registered about you. As a User, you can easily see most of the data we process about you by logging into one of our platforms and reviewing the data registered in your profile. You can also change/delete all of this

information yourself. According to the Data Protection Act, people who have a User Account on Antirio have the right to request information from us once a year about which personal data about you (i.e. a register extract), where Antirio is the personal data controller, that we process. Your request to us must be in writing and signed by you personally and must be made in paper form.

-Withdraw consent with future effect If we process your personal data on the legal basis of consent, you have the right to withdraw your consent regarding future processing at any time.

-Resist treatment

You have the right to object to processing that we carry out on the legal basis balancing of interests, i.e. where we have indicated that we have a legitimate interest in the processing.

-Deletion

Under certain circumstances, you have the right to have your personal data deleted from us. However, this does not apply if, for example, we are obliged by law to preserve the data.

-Limit treatment

You may also have the right to request that the processing of your personal data be restricted whenever possible. However, if you request such restriction of processing, it may result in us not being able to fulfill our obligations to you during the time that the restriction is in place.

-Data portability

If you yourself want to be able to store and use the personal data we process about you or if you want this personal data to be transferred to another personal data controller, you have the right to access the personal data in a structured, commonly used and machine-readable format. This right to transfer only applies to personal data that you yourself have provided to us and that we process based on your consent or on the basis of our agreement.

-Right to lodge a complaint

If you are dissatisfied with the way we process your personal data, please contact us at info@antirio.com. You also have the right to address any complaints to the Swedish Data Protection Authority.

What responsibilities and rights does Antirio have?

Antirio must in all situations establish and maintain the technical and organizational measures required to protect all personal data. Furthermore, Antirio shall process personal data for which Antirio is a personal data processor in accordance with the personal data controller's instructions and the Data Protection Act. Antirio has the right, regarding personal data for which Antirio is a personal data processor, to hire sub-processors for the processing of personal data by written agreement. Such an agreement must impose at least the same obligations regarding personal data processing on the subcontractor as are imposed on Antirio according to the agreement.

On request, Antirio must inform the personal data controller about which sub-assistants Antirio has hired.

If you want to know more

If you have further questions about the processing of personal data, you can contact us by e-mail at info@antirio.com Antirio AB, organization number 556533-8133, with adress Gårdsvägen 18, 169 70 Solna, phone number: 08-50 11 90 00, who is the personal data controller/personal data assistant for the processing of your personal data.

Please get in touch if you need more information or clarification.

Changes to the personal data policy

We reserve the right to make changes to our personal data policy. You will always find the latest version on one of our platforms. In the event of changes that are of decisive importance for our processing of personal data, this will be communicated to you.

Note: If the content of the Swedish and English versions of terms and conditions differ, the Swedish version of the text shall take precedence.