

# eArchive

## Special Terms and Conditions Applicable commencing January 1<sup>st</sup> 2021

This service is provided by Postnord Strålfors A/S (CVR no. 10068657). Other subsidiaries of Posten AB (reg. no. 556128-6559) may be authorised to enter into agreements on Postnord Strålfors A/S's behalf. However, Postnord Strålfors A/S is always the party contracting with the Customer. "Postnord Strålfors" in these Special Terms and Conditions, as well as the price appendix and any other agreement appendices related to this service, shall always mean Postnord Strålfors A/S.

The **eArchive** service refers to the provision by Postnord Strålfors of archiving of the Customer's documents and postal items which are sent with any of Postnord Strålfors' related services.

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

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

## Definitions

**Agreement:** The agreement which refers to these Special Terms and Conditions applicable from time to time, Postnord Strålfors' General Terms and Conditions (PNSGTC), as well as the appendices included therein and other contract documents.

**Business Day:** Any day from Monday-Friday which is not a public holiday with the exception of such days which are customarily full or partial days off in the country where the Services are provided.

**Customer Assignment:** Appendix to the Agreement which defines Postnord Strålfors' instructions and specifies the Customer's undertakings.

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

**PNSGTC:** Postnord Strålfors' General Terms and Conditions applicable from time to time, which are available according to section 6.

**User Interface:** An Internet-based interface in which the Customer can manage its Users and stored documents. Available functions are set out in more detail in the Customer Assignment.

## 1 Scope of the Service

The Service consists of the basic service set forth below. The detailed scope of the content of the Service is set forth in the Customer Assignment.

### 1.1 Basic Service

#### 1.1.1 Presentation of documents

Postnord Strålfors provides searchable forms of the Customer's stored documents via a Web interface. Postnord Strålfors undertakes to make stored documents available to users of the Service in the format and time period set forth in the Customer Assignment.

#### 1.1.2 Storage of documents

Postnord Strålfors is responsible for ensuring that the storage of the Customer's documents which are handled within the scope of the Service is in accordance with applicable legislation. Transaction logs are stored for 30 days.

#### 1.1.3 Support

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

Postnord Strålfors' support function is, unless otherwise announced or agreed upon, staffed during times published in accordance with paragraph 6 below.

Postnord Strålfors is at all times entitled to charge for time expended in respect of support outside the times set forth above or where Postnord Strålfors performs any specific agreed activity or measure at the Customer's request.

In such cases, compensation shall be paid for actual time expended in accordance with Postnord Strålfors' price appendix applicable from time to time, unless agreement has been reached on a fixed price.

#### 1.1.4 Operation

The Service is normally in operation and staffed 24 hours a day, seven days a week. During such time, it shall normally be possible for the Customer to have Internet access to documents in accordance with the terms and conditions of this Agreement. Postnord Strålfors does not warrant that the Service is free from error or disruption.

## 2 Postnord Strålfors' undertakings

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

### 2.1 Connection

Postnord Strålfors undertakes to connect the Customer to the Service in accordance with the technical conditions and requirements set forth in the Customer Assignment. The Service shall be put into operation when the technical conditions have been satisfied and tests agreed in the Customer Assignment are correctly conducted, and there are no material defects remaining.

If, in Postnord Strålfors' opinion, information or measures from the Customer are lacking which are necessary for the connection, Postnord Strålfors shall be entitled to discontinue the connection until such time as necessary information is in place or measures have been taken.

Postnord Strålfors shall be entitled to separate compensation for reasonable time expended in conjunction with connection of a Customer or in the event of delays due to the Customer, such as late deliveries, or in conjunction with any other activity or measure which Postnord Strålfors performs in accordance with a separate agreement with the Customer or upon request by the Customer. Compensation shall be paid on an hourly basis at the hourly rate set forth in Postnord Strålfors' price appendix applicable from time to time.

If the Customer wishes to make changes as a consequence of which the connection needs to be wholly or partly redone, Postnord Strålfors shall be entitled to compensation at the hourly rate applied by Postnord Strålfors from time to time. Changes must be agreed in writing between the parties in the Customer Assignment.

### 2.2 Delivery time

Postnord Strålfors shall make the Service available for access via the Internet no later than the time agreed in the Customer Assignment.

## 3 The Customer's undertakings

The Customer shall perform the obligations set forth in these Special Terms and Conditions, as well as obligations other than those set forth herein which may be incumbent upon the Customer and which are set forth, for example, in the Customer Assignment or PNSGTC.

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

Prior to placement into operation of the Service, the Customer must have defined, installed, tested and verified that the communication via computer connections and protocols satisfies the technical conditions and requirements stated in the Customer Assignment.

### 3.2 Authorisation

The Customer is responsible for use of the Administration Interface for the Service. Use takes place based on authorisation codes or other agreed access granted to the Customer by Postnord Strålfors.

The Customer undertakes to maintain and apply procedures regarding the handling of authorisations granted which ensure that no unauthorised person may gain access thereto.

The Customer is responsible *vis-à-vis* Postnord Strålfors for all use of the Service and its interface, as well as the content of messages which are

sent through the use of the authorisation code. Upon any suspicion of unauthorised use of the Service, the Customer shall, through an appointed contact person, immediately block or change the authorisation code at Postnord Strålfors' Customer Services Department. Postnord Strålfors shall also be entitled to close the Service in accordance with section 5 in the event Postnord Strålfors suspects unauthorised use.

### 3.3 Placement into production

In conjunction with placement into production, tests are performed on the connection of the Service. At the agreed time for placement into production, the Customer shall ensure that the products, software and communications required for connection in accordance with the Customer Assignment are installed and tested, and that the Customer's personnel is on hand with requisite expertise and is placed at Postnord Strålfors' disposal for connection.

The Customer may commence use of the Service only when a complete Agreement has been submitted to Postnord Strålfors, the Customer Assignment has been prepared and agreed tests have been performed and approved.

In the event the Customer fails to perform its obligations in accordance with the plans for placement into production, Postnord Strålfors shall be entitled to compensation for a reasonable time expended per hour in accordance with Postnord Strålfors' price appendix applicable from time to time.

### 3.4 Connection to Postnord Strålfors

#### 3.4.1 Changes in connection

The Customer may request that the Customer Assignment be changed insofar as relates to options or changes to the Service in accordance with Postnord Strålfors' price appendix applicable from time to time and in accordance with the provisions of the relevant Customer Assignment. Changes shall be agreed upon in writing between the parties by means of the preparation of a new Customer Assignment where so required by the parties or due to the scope of the change. Postnord Strålfors shall confirm the change through implementation of the change and by giving notice to the Customer.

Where the Customer wishes to change its connection to the Service, Postnord Strålfors shall be informed hereof in such time that Postnord Strålfors, where Postnord Strålfors has approved the change, has time to take the necessary measures. The Customer shall thereupon compensate Postnord Strålfors for its costs therefor or pay charges or fees in accordance with Postnord Strålfors' price appendix applicable from time to time.

Postnord Strålfors reserves the right, following notice to the Customer, to effect changes to operational methods, technical specifications, systems, business hours, structure, etc. Notices regarding such changes shall be sent to the Customer within reasonable time in light of the nature of the change.

### 3.5 Production Documentation

The Customer shall provide Production Documentation in the manner specifically agreed upon in the Customer Assignment and other documentation provided by Postnord Strålfors. The Customer shall further ensure that the Production Documentation is complete and accurate and is provided at the agreed time.

The Customer shall be responsible and bear the risk for ensuring that the Production Documentation reaches Postnord Strålfors.

In the event the Production Documentation is incomplete or inaccurate to the extent that Postnord Strålfors deems that production is not possible, Postnord Strålfors shall contact the Customer in order to allow the Customer to supplement the documentation or submit new documentation.

### 3.6 Customer Assignment

The assignments which are covered by the Agreement are set forth in each Customer Assignment. If the Customer wishes to add new Customer Assignments during the term of the Agreement and this results in changes which, in Postnord Strålfors' opinion, have an impact on the basis for agreed prices and terms and conditions of the Agreement, adjustment shall take place in a written supplemental agreement.

### 3.7 Contact person

The Customer shall appoint a person who shall function as the contact person *vis-à-vis* Postnord Strålfors. In the event the contact person is changed, such shall be notified to Postnord Strålfors as soon as possible.

## 4 Shutdown

Postnord Strålfors shall be entitled to shut down its production system for service and upgrades which, to the greatest possible extent, will be scheduled at

times that do not affect performance of the Service. If possible, the Customer shall receive advance notice of any planned shutdown.

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

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

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

## 5 Liability

PNSGTC contains applicable terms and conditions concerning liability.

In the event of any error, deficiency or delay in conjunction with performance of the Service, Postnord Strålfors' liability shall be limited to the compensation which the Customer has paid to Postnord Strålfors pursuant to the price appendix for the part of the Service which incurred the error, deficiency or delay.

Postnord Strålfors' liability in respect of the Service commences when Postnord Strålfors has received Production Documentation and notified receipt thereof to the Customer. Postnord Strålfors' liability in respect of the Service ceases when the documentation is available for access via the Internet in the format set forth in the Customer Assignment.

### 5.1 Right to rectification

Where the instructions are not carried out in accordance with a Customer Assignment and this is due to an error in the Service caused by Postnord Strålfors, Postnord Strålfors shall be entitled, in its discretion, following notice from the Customer, to rectify the error.

In the event Postnord Strålfors, for any reason, fails to rectify an error, the Customer shall be entitled to a deduction on the price for the Service corresponding to the payment for the faulty documents. Where Postnord Strålfors rectifies an error and such results in any delay of the document, the provisions below regarding Delay shall not apply.

Where the Customer has given notice of an error and it turns out that no error exists for which Postnord Strålfors is liable, Postnord Strålfors reserves the right in certain cases to charge a fee according to Postnord Strålfors' price appendix applicable from time to time for the service performed.

### 5.2 Delay

In the event of deviations from agreed delivery times (delay in delivery) attributable to Postnord Strålfors, the Customer shall be entitled to a deduction on the price for the Service corresponding to the payment for the delayed documents. The deduction on the price shall, however, only be made where the delay can be deemed to cause significant inconvenience to the Customer and provided that the Customer has not already received a deduction on the price in accordance with section 5.1 above.

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

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

On the websites listed below, each country's contact information and opening hours for customer support, valid from time to time, are also published.

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

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

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

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