



QBRITS Service Level Agreement (SLA); 12 Sep 2016.

This is a translation of the Swedish version for this agreement; the legal document is the Swedish. In matter of interpretation it is the Swedish version that is applied.

QBRITS Service level agreement is written to regulate the relationship between QBRITS and Customer. The main aim is to protect you as a customer. Version of this translation of agreement is the date above.

§1. Generally

- a. This agreement cover the relationship ("Agreement") between the customer ("Customer") and QBRITS AB (559029-7338) and refers to the ordered service / services.
- b. The customers are usually companies, but could also be person of legal age or other legal entity. The contract can not be extended by the Customer to another part.
- c. With Service means QBRITS Basic service or QBRITS Additional service; Additional services where the customer write its own agreements with the Additional Service provider is not included in this agreement. QBRITS recommendations are also excluded as the QBRITS has not made agreements with them.
- d. The valid version of the agreement entered between the Customer and QBRITS, is the version valid at the time when customer make the order, or when the Customer make change in the ordered service. Version number consists of the date of the Service Level Agreement document. QBRITS provides all older versions of the agreement.

§2. Services

- a. QBRITS Base Service; Includes with others web platform with all of is components, backup of local client and recommendations on virus protection.
- b. Subscribing Basic service is a prerequisite for being able to get QBRITS Additional Service delivered. Additional services are provided through QBRITS unless otherwise noted in the description for the specific service.
- c. Domains; QBRITS is not the Registrar, but in some cases can be via billing QBRITS. QBRITS use Miss Hosting as a registrar.
- d. The customer is responsible for the use of its space and that the stored material is relevant. Customer may not use Base Service to so-called file service or storage.



§3. QBRITS responsibility

- a. QBRITS responsible through our partner that the customer's space is regularly backed up to be restored in the event of disk failure or a similar operating situation (see also § 4. h.).
- b. QBRITS handles all customer information as confidential in order to protect the Customer's integrity. However, QBRITS can through order of court, request from police or other similar authorities be required to disclose information about the Customer.
- c. QBRITS responsibility for property damage only covers direct losses and is limited to a maximum of what the customer pays for QBRITS for basic service for 12 months.
- d. Claims for damage due to errors in the Additional Service are regulated in QBRITS agreement with the relevant Additional Service provider.
- e. QBRITS manage no control over the information or materials available on the Customer space and therefore is QBRITS not directly or indirectly responsible for damages resulting from the Customer's actions or failure in the Customer's application. QBRITS is not responsible for damages from the infringement of Customer Service.

§4. Customers' responsibility

- a. The Customer undertakes to comply with Swedish law and their own country's laws. Customer is responsible for all actions carried out by him through QBRITS services. On suspicion of that customer has/or is engaged in illegal materials/activities that QBRITS take the right to close the Customer's service.
- b. Customer is himself responsible for damage caused to the customer from hacking or DOS attacks. QBRITS owns the right to close customer's service if the Customer intentionally or unintentionally exposes QBRITS or QBRITS customers to danger in the form of high load, damages, risk or the similar. QBRITS informs afterwards that it has occurred.
- c. If the customer uses more than the agreed service in QBRITS environment, then will QBRITS owns the right to terminate the agreement.
- d. If the Customer uses considerably more CPU and or disk capacity than what is considered fair, than will QBRITS has right to charge by the current price list, if no such list exist will it be calculated from the actual cost it caused QBRITS.
- e. The customer is responsible to keep their contact information current and correct through QBRITS "my pages", on suspicion of faking (fictitious) data QBRITS owns the right to shut down the service.



- f. If customer's e-mail sent SPAM or do mailings that is more than QBRITS consider being normal, will shut down immediately for an investigation. QBRITS guidelines are no more than 300 emails sent per hour.
- g. QBRITS services may only be used by businesses or individuals, Customer may not passing on the services in business purpose third parties. QBRITS owns the rights to shut down the service if such occurs.
- h. The customer is responsible for his own content and files on his Base Service. Lost or destroyed materials can be restored via QBRITS. When restoring the backup, a fee of 950 SEK per hour (see also § 3. A.).

§5. Term and Termination of subscription

- a. The agreement starts from the QBRITS received and issued confirmation to the customer on the order, and provide costumer with Basic Service.
- b. The agreement is valid for the time Customer gets services delivered via QBRITS.
- c. QBRITS applies no binding on Basic service. Additional services delivered via QBRITS partners, if so indicated have their own terms.
- d. QBRITS applying Swedish Distance and Doorstep Selling Act (Hemförsäljningslagen SF 2005: 59), which means that the customer always has the right to cancel the contract within 14 days.
- e. Customer's termination of service is done via e-mail, support@qbrits.com, or via QBRITS case management system, used e-mail senders will be as identifier of identity for Customer.
- f. QBRITS save any information in a cancelled account for at least 14 days.
- g. The notice of cancellation shall be made no later than 14 days before the subscription period for the Base Service ends.
- h. Non-payment from Customer interprets QBRITS normally as a cancellation of the Base Service, for other services as applied to the statutory charges.
- i. When cancellation subscription of QBRITS Base Service turns any subscription / billing of additional services to additional service providers. Pricing for additional services can be adjusted upward to according to the service provider's price list.



§6. Billing / charges and repayment

- a. Payment of Base Service shall be made in advance and the terms of payment is monthly (28-31 days).
- b. Additional services which have different maturities than the basic service is billed in advance on the next bill for the Base Service.
- c. QBRITS has right to transfer the claim to another company, even if the customer is not late with his payment. No extra costs will be charged to Customer in such transfer.
- d. Objections to invoices shall be made by the customer in writing via e-mail or the case management system within 45 days of customer receipt of the invoice. Have customer in time objected to the invoice and submits factual reasons against the charge should QBRITS provide deferred payment of the disputed amount. If deferment is granted then a default interest on the amount in dispute.
- e. QBRITS owns the right to charge interest on late payments, under the Swedish Interest Act (Räntelagen), by 2% per month from the due date until the payment is completed.

§ 7. Operational disturbance

- a. QBRITS conveys information related to planned interruptions as advertised by QBRITS partners.
- b. In the extensive disruption has Customer the right to seek compensation in what the customer pays. Compensation is paid in the first free extension of the basic service. As extensive disruption is counted persistent or serious disruption of the Basic service for twelve (12) hours business hours (non-holiday Monday through Friday from 8 am – 5 pm). The request for compensation must be received at least seven (7) days after the disturbance resolved. Planned interruptions are not considered as malfunction.
- c. Rules for malfunctions regarding Additional Services governed by individual contracts with additional provider.



§ 8. Privacy / Personal Details

- a. The customer agrees when order of service, that the customer's personal information and contact details and other stored information (e.g. cases), may be stored and used by QBRITS for marketing and analysis purposes.
- b. The purpose of the stored information is to increase QBRITS quality services.
- c. Customer agrees to QBRITS disclose personal information to QBRITS partners from which the customer ordered additional service.
- d. QBRITS stores the information in accordance with the Swedish Data Protection Act (Personsuppgiftslagen, PUL).
- e. Customer's consent is valid for the service ordered via QBRITS has been cancelled and subscription ended, the consent of the partners, which delivered additional services to the Customer revokes from the respective vendor.