

## ProjectCompanion Terms of Use for End Users

By logging in to ProjectCompanion you agree to be bound by (i) the following terms and conditions (“Terms of Use for End Users”) and (ii) any and all Contracts entered between ProjectCompanion AB and Client. Any limitations of ProjectCompanion’s obligations set out in Contracts between ProjectCompanion and Client shall also be fully applicable vis-à-vis the End User, further referred to as “User”.

### Definitions

“Client” means the legal entity who activates Hosting Services provided by ProjectCompanion and assumes payment responsibility for the same vis-à-vis ProjectCompanion.

“User” means the individual who has a user account and gains access to the Hosted Services provided by ProjectCompanion.

“Services” means the project portfolio management solution with trade mark ProjectCompanion, which is provided to Client as a Hosted Service over the Internet using a web browser.

### Terms of use

1 Services. Subject to these Terms of Use for End Users and the contract with Client, ProjectCompanion hereby grants to the User a non-transferable, non-exclusive, non-sub licensable limited term right to access and use the Services.

2 User Obligations. The User shall comply with the security and administrative regulations provided by ProjectCompanion. This includes, but is not limited to providing information regarding the User’s identity and a correct and legitimate e-mail address.

3 The User is responsible for use of the Services and shall ensure compliance with relevant laws. All Content stored into the Services by the User shall be the sole responsibility of the User.

4 The User may not use Services in ways that prevents or disrupts the Services or in any manner which may result in the infringement of any third party’s intellectual property right.

5 Cookies. The user must allow ProjectCompanion to store and retrieve session information through the use of “cookies”.

6 Personal information. ProjectCompanion is given consent to process relevant personal information in the service. Personal information is used to make it possible to work and share information within the service, improve the user experience, process e-mails sent from and to the user via the service, help resolving support questions and providing the user with relevant information about the development and functionality of the service.

7 ProjectCompanion is approved to use suppliers according to the Client data processing agreement to manage the information.

8 The user must ensure that login information is stored and used in a secure manner. The user is liable for any unauthorized use of the Services. ProjectCompanion shall have no liability for any loss or damage arising from the User’s failure to comply with these requirements. ProjectCompanion must be notified immediately at [incident@projectcompanion.com](mailto:incident@projectcompanion.com) if it is suspected that any unauthorized person has become aware of login information.

9 The User shall be liable for losses or damage incurred by ProjectCompanion where the User intentionally or negligently reveals the user identity/password to a third party.

10 ProjectCompanion shall ensure that the security of the Services meet relevant industry standards.

11 ProjectCompanion reserves the right to amend to these Terms of Use for End Users at any time without prior notice. The User shall be able to review and approve such amendments when logging in to the Service.

12 These Terms of Use for End Users shall enter into force from the first user login. These Terms of Use for End Users shall remain in full force for an indefinite term until the user account is closed.

13 Upon termination of a User account, the User have the right to have personal information deleted or anonymized. ProjectCompanion shall not be responsible for the Content stored in the Service. The User must retain necessary copies of information the user wants to retain.

14 ProjectCompanion shall be entitled, with immediate effect, to disable the User's access to the Services or to prematurely terminate this contract where: (a) the User uses the Services in a manner that entails the perpetration of a crime; (b) the User uses the Services in a manner that occasions losses or the risk of loss for ProjectCompanion or any third party; (c) the User uses the Services in a manner that violates ProjectCompanion's security or administrative regulations; (d) it may be reasonably assumed that continued dissemination of Content violates governing law; (e) the User uses the Services in a manner whereby the User utilises resources or seeks unauthorised access to ProjectCompanion's systems which are not intended for the User; or (f) the User otherwise fails to comply with the above and such breach of contract is material.

15 If any provision of these Terms of Use for End Users is declared unenforceable for any reason, the remainder of the terms will continue in full force and effect, and the unenforceable provision shall be amended to the extent possible and permitted by law to achieve as nearly as possible the same intent and economic effect as the original provision.

16 Under no circumstances shall ProjectCompanion be liable to the User for indirect or consequential losses, including but not limited to loss of profits or anticipated savings, loss of revenue, loss of data, or third-party claims.

17 This contract shall be governed by the substantive law of Sweden.

18 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish. The arbitral tribunal shall be composed of a sole arbitrator.

May 24, 2018.