

TENSION - GENERAL TERMS AND CONDITIONS

1. SCOPE

- 1.1 These Terms and Conditions (the “**Terms and Conditions**”) apply to each and all assignments, engagements, services, products or programs (hereafter jointly referred to as the “**Assignment(s)**”) provided by TENSION education AB, org number 556577-4725, (“**TENSION**”) to you as a Customer (“**Customer**”) and constitute a legally binding agreement. The Terms and Conditions also apply (to the extent relevant) on any offer made to the Customer (each, an “**Offer**”).
- 1.2 Upon engaging with TENSION, the Customer will be deemed to have accepted these Terms and Conditions. TENSION and Customer are also referred to herein individually as “**Party**” and collectively as “**Parties**”.

2. ASSIGNMENTS

- 2.1 TENSION operates within the game, visualization and real-time industry and develops, sells, supports technology-driven innovation and performs Assignments for customers.
- 2.2 Each Assignment is individual. The terms of an Assignment consist of an Offer accepted by the Customer, these Terms and Conditions, and any written Specific Terms. “**Specific Terms**” shall mean the terms and conditions prescribed by or imposed on TENSION with respect of any Assignment (included in an accepted Offer or agreed separately in writing). These Terms and Conditions apply in addition to the terms of any Assignment, except to the extent, if any, expressly excluded as stated in the applicable Specific Terms. In the event of any conflicting terms, any Specific Terms shall take precedence over these Terms and Conditions.
- 2.3 TENSION may withdraw an Offer at any time. No Offer submitted by TENSION shall be deemed to constitute a binding agreement except as stated herein.
- 2.4 To accept an Offer, Customer shall provide TENSION with a confirmation (by e-mail or otherwise) of acceptance of the Offer, after which TENSION shall provide Customer with the agreed Assignment. Subject to such terms as may be included in the Specific Terms, TENSIONs work on the Assignment will thereafter commence.
- 2.5 The Specific Terms may also include a list of dependencies (a “**Dependency List**”). A Dependency List is an agreed non-exhaustive list between TENSION and the Customer containing subjects, whether material or non-material, (including but not limited to intellectual property rights, immaterial content, equipment, and access to premises) that TENSION is dependent upon to be able to carry out the Assignment, to be provided by the Customer, its assignees or affiliates, or by third parties.

3. RIGHTS & OBLIGATIONS

- 3.1 The Customer agrees to provide TENSION with access to premises, equipment, internet access, software, intellectual property rights, immaterial content, equipment, documentation, or anything TENSION reasonably deems necessary for the performance of the Assignment, whether explicitly included in the Dependency List or otherwise.
- 3.2 The Customer shall provide TENSION with all items of access and accreditation, such as admission tickets, keys etc, no later than fourteen days prior to the date of relevant performance under the Assignment. The Customer shall also facilitate TENSION’s performance of the Assignment by ensuring that TENSION is informed about prevailing conditions and circumstances related to the Customer’s activities and IT-environment, which may be necessary for the performance of the Assignment, and that all such information provided is correct and complete.
- 3.3 The Customer undertakes to, in reasonable time, carry out preparations and assistance, and take other steps necessary for any installations or otherwise for fulfilment of the Assignment in accordance with TENSION’s reasonable instructions.
- 3.4 The Customer shall fulfil its obligations hereunder in the format required by TENSION, as demanded and without delay. For the avoidance of doubt, failure by the Customer to fulfil its obligations under this section 3 to an extent which materially hinders TENSION to wholly or partly, develop, control, test or otherwise fulfil the Assignment, shall be considered a material breach thereof, these Terms and Conditions and/or any Specific Terms as applicable.
- 3.5 The Customer accepts that the Onsite and TENSIONs logos are included in any start screens and in apps that TENSION produces under the Assignment.

4. DELIVERY

- 4.1 If applicable on the Assignment, agreed delivery date is the date when the products to be delivered pursuant to the Assignment shall meet the terms stated in the Specific Terms (“**Agreed Specifications**”). The Customer shall approve the delivery when it meets the Agreed Specifications.
 - 4.2 The actual delivery date is the earlier day of when delivery is approved by the Customer, or when the delivery meets Agreed Specifications and two weeks’ time have passed or an otherwise agreed delivery specification period expires without the Customer having raised justified complaint in respect of the Assignment and delivery.
 - 4.3 Deviations from Agreed Specifications which are insignificant for the intended use of the delivered product shall not affect the determination of the delivery date.
 - 4.4 In cases where the Customer shall collect products, the actual delivery date shall be the day such products leave TENSION’s warehouse. If the Customer does not collect or take delivery of the products at the agreed time, the actual delivery date shall be the day when the products became available for collection.
 - 4.5 In case the Customer has not fulfilled its obligations under section 3 above TENSION shall not be responsible for any delay in delivery. If the breach materially prevents TENSION to fulfil the Assignment, delivery shall be considered to have taken place when TENSION gives the Customer written notice thereof.
 - 4.6 Unless otherwise stated in Specific Terms, the Assignment does not include any work by TENSION after delivery has been made. Thus, work regarding items such as further development, bugfixes, repairs, adaptations, new versions, change of hardware or software, site visits etc., is not included in the Assignment, unless and as explicitly stated in the Specific Terms.
 - 4.7 Rectification of faults for delivered products shall take place on the premises of TENSION, or at a place nominated by TENSION. The Customer shall arrange and defray the cost of transport and bear the risk associated therewith.
- ## 5. PAYMENT TERMS
- 5.1 The estimated price of the Assignment is normally stated in the Specific Terms. Nevertheless, the Customer acknowledges that any estimated price may be subject to change.
 - 5.2 Upon delivery or otherwise completion of the Assignment, TENSION will invoice Customer a final invoice. However, TENSION reserves the right to invoice partially for the Assignment, e.g. by monthly invoices. The payment term for each of TENSION’s issued invoices is thirty (30) days from the issuance date of the relevant invoice.
 - 5.3 In the event of any modifications or amendments to the Specific Terms that entails additional costs, such costs shall be invoiced separately according to the regular payment plan established between the Parties.
 - 5.4 All amounts regarding the Assignment, in these Terms and Conditions or any Specific Terms, are stated and shall be payable, in full, in Swedish Kronor, (SEK), regardless of the country or countries in which the Assignment takes place.
 - 5.5 All amounts under the Specific Terms are stated exclusive of all taxes, including national and local taxes, use or value added taxes, consumption taxes or similar charges imposed by any governmental entity. Each Party shall be responsible for any tax liability it incurs due to the performance of its duties related to the Assignment. It is the responsibility of each Party to assess what taxes they have incurred and how these are remitted to the appropriate governmental entity.
 - 5.6 TENSION has the right to adjust its prices to the extent necessary following from actions or reasons beyond TENSIONs immediate control, such as due to inflation, other general or specific rise in prices, interests, raw materials, costs for subcontractors or insurance costs etc. TENSIONs hourly rates are normally adjusted each year.
 - 5.7 No costs attributable to shipping and delivery are included in the estimated price in the Specific Terms.
 - 5.8 In addition to any agreed fee, unless otherwise stated in the Specific Terms, TENSION is entitled to compensation for reasonably incurred costs and expenses in connection with the Assignment, such as for travel, subsistence, courier, fees, charges, bank costs etc.

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- 5.9 In the event of late payment, legal penalty interest is charged in accordance with the Swedish Interest Act (*Sw: räntelagen*).
- 5.10 TENSION shall be entitled to payment within the prescribed time in each invoice, notwithstanding if the Assignment could not be performed or fulfilled due to circumstances beyond TENSION's immediate control, including but not limited to the Customer's failure to fulfil its obligations according to any Specific Terms or Dependency List. The same shall apply if a last date of delivery has been agreed and delivery has not taken place due to circumstances beyond TENSION's immediate control.

6. PERSONAL DATA

- 6.1 The Parties shall ensure that any processing of personal data within the scope of performance of the Assignment is in conformity with applicable law. See TENSION's Privacy Policy <https://www.tension.se/privacypolicy> for more information regarding TENSION's processing of personal data.

7. RETENTION OF TITLE / INTELLECTUAL PROPERTY

- 7.1 Hardware shall remain the property of TENSION until such time it has been fully paid for. Until such time as title has passed to the Customer, the Customer undertakes to take good care of the hardware and not to carry out modifications thereto, without TENSION's written consent.
- 7.2 All intellectual property rights, including without limitation, copyrights, patents, and trademarks resulting from the Assignment, belongs to and remains with TENSION. The Customer shall not be entitled to use, copy, translate, de-compile or alter any intellectual property right or other material pertaining to the Assignment, or assign or license rights to such software or material to any third party. If TENSION grants any license, Customer is merely granted the right to use the result of the Assignment for the purpose for which it was provided.

8. CONFIDENTIALITY

- 8.1 Each Party agrees not to reveal Confidential Information (as defined below) to third parties, which a Party obtains from the other Party or which otherwise arises during the performance of the Assignment.
- 8.2 "Confidential information" refers in these Terms and Conditions to any item of information, whether technical, commercial or of any other nature, regardless of whether or not such information has been documented, with the exception of:
- information which is generally known or which becomes a matter of general knowledge in a manner other than through the breach of the provisions associated with the Assignment;
 - information which a Party can prove that it possessed before receipt from the other Party;
 - information which a Party received or will receive from a third party where the Party does not have a duty of secrecy to such third party.

9. CANCELLATION, AMENDMENT & TERMINATION

- 9.1 A Party may not cancel any agreement relating to an Assignment without prior consent from the other Party.
- 9.2 Notwithstanding anything to the contrary above, if the Customer cancels any agreement related to an Assignment, the Customer agrees to meet all costs, including, without limitation, expenses incurred by TENSION under its performance of the Assignment or as a result of such cancellation.
- 9.3 Without prejudice to any remedy a Party may have against the other Party for breach or non-performance of the Assignment, either Party shall have the right to terminate the contractual relationship with immediate effect if:
- the other Party commits a material breach of these Terms and Conditions and/or any Specific Terms and does not remedy the breach within thirty (30) days of receiving a written notice thereof;
 - the other Party has cancelled payments or is, or may reasonably be expected to have become, insolvent, or in the event the other Party is placed into bankruptcy, commences composition negotiations, or enters into liquidation.
- 9.4 Without prejudice to or limitation of any remedy available for TENSION, in case the Customer commits a material breach of these Terms and Conditions and/or any Specific Terms, TENSION shall be entitled to receive an amount from the Customer no less than the full amount that TENSION had been entitled to if the Assignment had been duly fulfilled.
- 9.5 If it becomes impossible or illegal for TENSION to perform its obligations, TENSION may unilaterally change any Specific Terms or Dependency

List as necessary by giving the Customer written notice thereof. Otherwise, no amendments or modifications to any Specific Terms, Dependency List shall be valid unless in writing and signed by both Parties.

- 9.6 These Terms and Conditions may be unilaterally amended by TENSION from time to time, and such amendment is valid from the earliest of when sent to the Customer or published on TENSION's web site. The Customer shall promptly confirm such amendment if demanded by TENSION. In case of an amendment of these Terms and Conditions or Specific Terms which is materially to the detriment to the Customer, the Customer may cancel any Assignment with immediate effect by giving TENSION written notice thereof.

10. REPRESENTATIONS AND WARRANTIES

- 10.1 Each Party warrants, represents and covenants that it has the power and the authority to enter into all agreements related to any Assignment.
- 10.2 The Customer represents and warrants that it holds all rights, including but not limited to intellectual property rights, through ownership or license, needed or provided for TENSION's performance of any Assignment including (but not limited to) any Dependency List and that the right also covers TENSION's use of such rights within the scope of the Assignment. The exercise of the rights granted to TENSION hereunder will not infringe the intellectual property rights of any third party.

11. INFRINGEMENTS OF THIRD PARTY'S RIGHTS

- 11.1 The Customer is obliged to investigate whether the use of Customer's material in the performances of the Assignment are encumbered by or infringes upon a right held by a third party. TENSION shall not undertake liability for any such encumbrances or infringements and Customer shall hold TENSION harmless for any claims by any third party directed against TENSION due to Customer's inaccurate disclosure of material containing third party rights.
- 11.2 The Customer shall, without delay, notify TENSION regarding claims presented by third parties concerning infringements of any rights, including intellectual property rights.

12. LIABILITY

- 12.1 A Party is entitled to compensation for direct damage due to negligence by the other Party or any party for whom that Party is responsible. A Party shall not be entitled to compensation for indirect or consequential damage such as loss of trading profit, loss of production, or other consequential loss. TENSION's total liability is further limited to a maximum amount corresponding to the remuneration TENSION is entitled to under the concerned Assignment.
- 12.2 The limitations of a Party's liability in damages shall not apply for damages arising out of intentional misconduct, gross negligence, personal injury or liability pursuant to mandatory law.
- 12.3 The Parties are exempt from liability to pay damages or to perform certain obligations under this agreement, if the damage or failure is due to circumstances beyond the Party's control ("Force Majeure Event") and the circumstance prevents, significantly impedes or delays the performance of the Assignment thereof. The same applies if the damage or failure is due to delayed deliveries from a Party's subcontractor that are caused by a Force Majeure Event. A Force Majeure Event can be, e.g., pandemic, blockade, government action or omission, new or amended legislation, riot, labour conflict, war, military or hybrid operation, sabotage, extreme weather, lightning, fire, explosion, flood, natural disaster, accident or cable damage caused by third parties.

13. MISCELLANEOUS

- 13.1 The rights granted to or to be fulfilled by TENSION under these Terms and Conditions may also be exercised or fulfilled by an affiliate of TENSION. If so, TENSION shall be liable for the acts and omissions by such affiliate.
- 13.2 If any provision of these Terms and Conditions is held invalid, this shall not affect the remaining provisions of the Terms and Conditions, unless the obligations of a Party hereto without the invalid Part of the Terms and Conditions are or will become unreasonably onerous.
- 13.3 TENSION's and the Customers relationship, including under these Terms and Conditions shall be subject to and construed in accordance with Swedish law and the Parties hereby submit to the exclusive jurisdiction of the courts of Sweden. The court of first instance shall be the district court of Falun, Sweden.