



This document is merely illustrative as a translation of the Swedish legal document.

These general terms regulate the services in the agreement, and/or proposal, that are delivered by Rackfish AB under the product names or trademarks Rackfish, Campaign Hosting, Graveyard Hosting and Streamio. If the agreement clauses, or terms in the proposal, are different from the ones explained here, the agreement, proposal, and the contract appendices shall take precedence. These general terms are valid as of 2014-03-01

1. Services

The service is delivered in accordance to what has been agreed upon. Rackfish has the power to add, subtract or change the services described and agreed upon if these changes in services don't mean anything else than a lesser inconvenience for the customer.

Rackfish maintains the right to change software, hardware and install new versions of the delivered services as they see fit in order to improve the services. Rackfish will not be held responsible for problems that may arise in the client's application as a result of system maintenance or system upgrade.

Rackfish makes regular credit checks and Rackfish reserves the right to deny a prospective customer access to Rackfish' services, for any or no reason.

2. Operation

If there is an operation outage, Rackfish has the obligation to correct and eliminate the causes of the outage as soon as possible when an error report has been submitted. The error report shall be submitted to the support area, which is manned during

working hours, weekdays 08.00-17.00 CET, except April 30th, when it is manned from 08.30-16.30 CET.

Rackfish AB is not responsible for operation outages that are derived to the customer or other situations that are out of the control of Rackfish AB. If the operation outage can be derived to the customer, Rackfish AB has the right to charge the customer a reasonable fee for any work done to correct the outage according to our price list.

Operation outage does not include outages that are derived from scheduled or not maintenance of the network or hardware. The maintenance shall be executed at times that minimize the downtime and access for the customer.

Rackfish has a "service window" between 05.00-07.00 CET where we try to do all our system maintenance and upgrades. This "service window" is – in time – preliminary, since it is impossible to estimate the time needed for maintenance and upgrades. Planned system maintenance and upgrades are published beforehand on our status information web: www.rackfishstatus.com. Maintenance can mean shorter or longer periods of limited availability, based on the type of maintenance performed. Usually, limited availability is a very short period of time for a reboot of servers/services.

Refunds can be issued when the service hasn't been available according to the guaranteed uptime, if the outage is within the control of Rackfish AB, and the outage isn't due to needed maintenance.

Regarding detailed service levels for different products' and infrastructure's availability, as well as service levels in regards to calling-up time, support hours, etc, please see the SLA-agreement available at www.rackfish.com/legal.

3. Rackfish AB's Obligations

Rackfish AB shall deliver the services as per this agreement in a professional and serious way, and execute its obligations in accordance to law.

4. The client's Obligations

The client is obligated to guarantee Rackfish AB that the delivery of the service does not infringe in third party's rights or does not comply with the law. Any offensive information that can hurt a third party or Rackfish AB is not allowed within the service.

Furthermore, customers may not make available: pornography, violence of any kind against humans or animals, promotion for get rich quick-schemes or such, and other material that can be seen as damaging to Rackfish AB's operations in any way.

If the client's information is in form of scripts or other software, the client is obligated to assure it is professionally done and that it cannot disrupt the services of the servers or the network. Rackfish AB maintains the right to disable functions that do not work correctly or disrupt the functionality of hardware or other software - and in doing so - maintains the right to charge the client a reasonable fee for the troubleshooting and repairs. The client is also obligated to see to that the programming is done within existing recommendations in order to minimize trouble when upgrading the software of the servers.

The client may not under any circumstances send unsolicited email messages (SPAM) or in any other way use server resources provided by Rackfish for anything that may cause inconvenience for a third party, Rackfish or any of Rackfish' clients.

Rackfish AB has the right to - immediately - discontinue delivery of services until repairs / troubleshooting has been made. Rackfish AB also maintains the right to investigate the information that has been transmitted or delivered to the service, in order to correct problems.

5. Fees

Fees are based on the actual price list of the service, unless something else has been agreed. Fee increments shall be notified beforehand, unless the fee increment is

derived from something out of Rackfish AB's control and that affect the price of the agreed services, like taxes or other fees from government entities. All prices and fees exclude VAT.

If the client does not use an ordered service due to a situation where the client is responsible, the fee shall be paid in full. The fee is payable as soon as the service is operational.

6. Payments

Fixed fees are invoiced beforehand, with a 30 day net invoice. If the payment in full hasn't been received fourteen (14) days after a reminder has been sent to the client, Rackfish maintains the right to discontinue the services until a full payment is received.

To late payments, a monthly interest rate of two (2) percent is added, from the invoice expiry date to full payment is received. In addition, other statutory fees (reminder and debt collecting) can be added. Any inconsistencies in an invoice shall be notified to Rackfish AB within 14 days of the invoice date. After that the client cannot dispute the invoice.

Customers may not pair off a debt due, that does not have a credit note, against invoiced services.

7. Indemnification

Rackfish AB's obligations do not cover errors/outages/damages that are of lesser importance for the usage of the services or that can be seen of lesser importance for the client. Rackfish AB is responsible for damage caused directly by negligence, be it from Rackfish or one of its suppliers. Rackfish AB is not responsible for any indirect damage like loss of profit, diminished productivity/production or other business losses that the client might make. This also applies to any and all damages to third parties or any other damage that could not have been foreseen by Rackfish.



The client will not have any demands towards Rackfish through third parties regarding information that the client is responsible for.

The amount of indemnification can never surpass the amount of a month's fee, excluding flexible costs, for example delivered bandwidth, licensing costs, rental costs for clients' equipment, cost of labor and other fees for the service delivered to the client.

8. Causes for annulation

If any of the parties break any clause of the contract, and have not corrected it within twenty (20) days after the other party has submitted a written report, the latter has the right to immediately ask for the dissolution or annulment of the agreement, through a written request. A party has the right to immediately dissolve the agreement if the second party has defaulted payments, is in composition proceedings, is in liquidation, has filed for bankruptcy or shows any other signs of insolvency.

9. Force Majeure

The parties in this agreement are freed from consequences of failure to obligate the clauses in this agreement if a situation arises that the party could not have foreseen or could not control. Situations include, work conflicts, war, fire damage, water damage, extreme weather conditions, imposition by the government, lack of transportation, energy or such. If a situation of force majeure occurs, the other part shall be notified immediately so that the situation is considered regarding both parties obligations.

10. Transfer of agreement

The client may only transfer this agreement after a written approval from Rackfish AB and the new party of the agreement. The supplier maintains the right to transfer the right to receive payments in accordance to this agreement, and to transfer the

agreement when there is restructuring of the supplier's business, such as a merger or acquisition of the supplier. The parties have the right to, after a written notification, transfer the agreement to a company that is controlled by the party or to a company that controls the party, as long as that the party keeps its obligations.

The client may not resell services delivered by Rackfish AB without a written permission.

11. Change of terms

These general terms are effective until further notice, unless something else has been agreed upon. The change of terms by Rackfish AB shall be notified at least thirty (30) days before the change. If the change of terms means a considerable disadvantage for the client, the client has the right to terminate this agreement the day that the change of terms goes into effect.

Rackfish accepts terminations of agreements in writing either via postal mail or e-mail to support@rackfish.com – when a termination request is received Rackfish will respond to that request within one week. The agreement will be considered as terminated only when Rackfish has responded with an acceptance of the agreement.

12. Period of agreement

This agreement is valid from the date that the service is operational.

Rackfish "normalizes" all subscription periods so that the starting date is always the first day of the month. For some subscription services this may not be possible (for example domains where starting dates can't be changed) and these will keep on using the original subscription dates.

The agreement is valid during a period of twelve (12) months and an added "normalization period" that can maximally be part of a month, if nothing else is agreed

upon, from the date of the service being operational. If the agreement hasn't been terminated by any of the parties at least thirty (30) days before the expiry date of the agreement, this agreement is renewed for the same time period as the previous agreement, and with the same termination time. Termination of agreement has to be notified in writing to Rackfish AB. Termination of the agreement does not include refunds for paid fees regarding agreed payment period.

13. Domain renewals, certificates, etc.

In the case Rackfish AB has been ordered to register a domain name, a certificate or other service from a third party and pays for the renewal, the client is obligated to notify Rackfish in writing if the client does not want to renew the domain. Failure to do so means the domain name will be renewed and the client has to pay the incurring fees.

14. Consequences of the termination of agreement

When the agreement expires or is terminated, the client has no longer the right to use Rackfish AB's services.

15. Termination of agreement

The termination of an agreement with Rackfish shall be made in writing either by postal mail or e-mail to support@rackfish.com. A letter of termination will be answered by Rackfish within one week. The agreement will only be considered as terminated when Rackfish acknowledges and accepts the termination.

16. Confidentiality

It is the client's obligation to follow applicable laws regarding storage and usage of personal information and other sensitive information that can be stored on Rackfish' servers in the client's account. Rackfish AB

is not responsible for any problems, legal or otherwise when the client does not handle or store sensitive information in a correct manner.

17. Disputes

Disputes regarding implementation or interpretation of this agreement, and the incurring legal implications shall, be resolved by Swedish court. This agreement shall be interpreted in accordance to Swedish law.