

General Terms & Conditions

Trelson AB
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The Terms & Conditions defined herein are valid for any contract period initiated after Feb 12th 2024.

These general terms and conditions shall apply when Trelson grants Application licenses to a software product, online or cloud services to a Customer. The General Terms & Conditions outlined herein apply uniformly to all Applications provided by Trelson, as detailed and available for reference on the official website, trelson.com.

Other terms used with an initial capital letter in these General Terms are defined in Section "Definitions".

Your agreement with us includes these Terms and any additional terms that you agree to. Any changes to the General Terms & Conditions will be announced a minimum of two (2) weeks in advance.

Application License

The Customer's right to use Services (for example with regard to time, area of use, number of users etc) is limited as indicated by the order made by the Customer. Any labeling or copyright information may not be amended by the Customer.

Fees

Except as otherwise specified, the fees that are published in the Applications shall apply. All fees are exclusive of VAT.

The fee structure outlined herein operates primarily on the basis of full domain Application licenses for the Services. While exceptions to this model may be considered, the acquisition of full domain Application licenses stands as the general guideline.

As part of the licensing process, the Customer is required to declare the total number of students within their domain. This information is integral to tailoring the license to fit the domain's requirements. However, in cases where circumstances warrant deviations from the full domain licensing structure, the Customer is encouraged to engage with Trelson representatives to discuss feasible alternatives.

Payment

Accepted payment methods may include credit card or invoice, subject to the payment options available within the specific Application utilized by the Customer. For the Applications providing credit card payment as payment option, the Customer may proceed

with the payment online through the secure payment gateway. The minimum number of Application licenses applicable for credit card purchases is stated in the Applications.

For invoice payments, Trelson will issue an invoice to the Customer detailing the total amount due. Please note that there is a minimum order amount for invoice payment, which is subject to change and may vary across different markets. To ascertain the minimum Application licenses amount required for invoicing in a specific market, Clients are required to contact Trelson directly. Invoices shall be paid no later than thirty (30) days from the invoice date.

Installation & adoption

Users shall be granted access to digital training materials provided by Trelson, accessible through designated channels such as Trelson's official YouTube channel and the support portal hosted at support.trelson.com. This material includes instructive videos designed to guide the administrators on the installation process and to facilitate the adoption of the Services within the organization. Additionally, there are educative videos tailored for the Users, enabling them to quickly learn how to use the Applications independently, without requiring direct guidance from Trelson.

Trelson offers live training sessions that can be purchased separately. Details of these live training sessions, including availability, and pricing information are specified on Trelson's official website. Any specific installation and adoption requirements that differ from the standard offerings can be discussed and agreed upon through additional, customized agreements between the Customer and Trelson.

The Customer agrees that it is their responsibility to ensure that the Users are made aware of and have access to the digital training material. The Customer is responsible for the adequate training and adoption of the Services among their Users.

Trelson reserves the right to update the digital training material content available without prior notice, ensuring continuous improvement and relevance.

Support

Except as otherwise specified, The Customer is to turn to the Support channels offered when in need of support. Any relevant documentation and training materials provided by the Supplier can be accessed through the support portal, found at support.trelson.com, facilitating the resolution of common issues without direct support intervention. Additionally, this portal is the expected channel for the Customer to submit feature requests and bug reports.

The Customer's right to personal support may be further governed by any additional agreements.

Order, Order Confirmation

By ordering or using a Trelson Service, the Customer accepts these terms and conditions.

Special Conditions regarding Software

The Services may require that the Customer enters into a separate contract with a third party, for which the Customer is solely responsible. Trelson accepts no liability regarding errors, lack of suitability or intellectual property rights in any services provided by a third party.

Liability

Trelson does not guarantee that the Services are completely free from errors. The Customer acknowledges that complete absence of errors rarely can be achieved in software. If an error occurs regarding a Service for which Trelson accepts liability, Trelson undertakes to remedy the damage. If Trelson chooses not to remedy the damage or to carry out a redelivery, the Customer is entitled to a reasonable price reduction. Trelson shall not be liable for errors that are due to the Customer's hardware, software or IT environment. Trelson shall in no event be liable for (i) indirect damage or consequential damages, such as loss of production, loss of profits or other similar indirect damages, or (ii) loss of data.

Trelson's aggregate liability towards the Customer under this agreement shall not exceed the total amount paid by the Customer for the Services during the last six (6) months. The Customer may not claim any compensation unless a written complaint has been made in writing without delay, but no later than three (3) months after the error occurred.

Access to external resources

Through using some of the Trelson Applications, Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

Intellectual Property Rights

Subject to the limited rights expressly granted hereunder, Trelson reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to the Customer hereunder other than as expressly set forth herein. The Customer is not entitled to make amendments to any product or Services belonging to Trelson. For products owned by third parties, the terms and conditions applied by the respective third party at any time shall apply.

Infringement of Intellectual Property Rights

Trelson guarantees that the Services provided by Trelson (third party services not included), as far as Trelson is aware, does not infringe the intellectual property rights of third parties. The Customer shall promptly notify Trelson in writing of any complaints from a third party regarding infringement of intellectual property rights. Trelson shall have the right to, at its own expense, defend the Customer against any claim, demand, suit, or proceeding made or brought against the Customer by a third party alleging that the use of the Services as permitted hereunder infringes the intellectual property rights of a third party.

Trelson shall, at its own expense, ensure the Customer continued use of the Services or replace the disputed part of the Services with similar, acceptable Services.

The Customer is not entitled to accept any liability or conclude agreements or settlements with any third party regarding claims of infringement of intellectual property rights, without having obtained the written consent of Trelson, which shall not be unreasonably withheld.

If Trelson is unable to ensure the Customer the right to similar, acceptable services, each party shall have the right to, as the sole remedy in relation to such alleged infringement, cancel the agreement regarding the relevant Services, and Trelson undertakes in such cases to reimburse the fees paid by the Customer, with deduction for the benefit that the Customer has had of the Services.

Trelson shall indemnify the Customer for any damages finally awarded against the Customer due to an infringement of intellectual property rights, for which Trelson is liable, arising out of the Customer's use of the Services. The Customer is not entitled to any other compensation for loss or damage arising from intellectual property faults in the Services for which Trelson is responsible.

This Section states Trelson's sole liability to, and the Customer's exclusive remedy against, Trelson for any type of claim described in this Section.

Service reselling

Users may not reproduce, duplicate, sell, copy, resell or exploit any portion of this Application and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

Term and termination

Except as otherwise specified for a certain Services, the agreement is valid until further notice and as long as the Services are used by the Customer. Termination shall be made by written notice. Notwithstanding the above, each Party may terminate the agreement if the other Party:

- (i) materially breaches or violates the provisions of the agreement, and rectification, where possible, is not made within thirty (30) days after written notice thereof, or
- (ii) is declared bankrupt, files for liquidation, becomes subject to reorganisation or otherwise becomes insolvent.

Customers' right to use the Services during the notice period is conditioned by the Customer's payment of the fees for the Services.

Trelson as personal data controller

Regarding the Customer's order of the Services, Trelson is committed to processing any personal data acquired in compliance with pertinent personal data regulations and legislation.

Trelson as data processor

If and to the extent personal data is processed by Trelson on behalf of the Customer during the performance of the Services, the Customer is the data controller, and Trelson acts as the

personal data processor according to applicable law. The terms and conditions outlined in our service-specific Data Processor Agreements, accessible on [trelson.com](https://www.trelson.com), govern the relationship between the parties concerning data processing.

Governing law and disputes

Any dispute, controversy or claim arising out of or relating to these General Terms & Conditions, the breach thereof, or the subject matter thereof, shall be governed by the laws of Sweden and be settled exclusively by Swedish courts, with the Stockholm District Court (Stockholms tingsrätt) as the court of first instance.

Limitation of liability

Trelson may cancel, limit or delay delivery without liability towards the Customer, if the delivery is impaired or made more costly due to circumstances beyond Trelson's control, such as warlike events, uprising and commotion, interruption of data communication or other connections, export or import restrictions, legal regulation or other injunction on Sweden or abroad, strike, lockout, blockade or other work barrier, fire, explosion or other accident, or due to an error or delay in services provided by a subcontractor.

Definitions

Except to the extent expressly provided otherwise, in these General Terms:

"Applications" refers to the specific software or product offerings developed, owned, or provided by Trelson. These Applications may include web-based, cloud-based, mobile-based, or downloadable software solutions offered by Trelson.

"Customer" means an entity/person that purchases Applications licenses to the Services, usually a school or a municipality of one or more schools;

"Services" refers to the comprehensive suite of offerings provided by Trelson, encompassing but not limited to personal customer support, training materials (including videos and articles), consultancy, and any other supplementary features or assistance extended to the customer beyond the scope of the individual Applications.

"Users" means the individuals, students, employees or other persons connected to the operation of the Customer (including, for avoidance of doubt, schools under the control of a Customer).