

Beställning - Smstjänst för Antwork

Kund bekräftar härmed "**Beställning**" till "**21st Century Mobile AB**" och accepterar "**Standard terms and conditions**" enligt nedanstående:

Med termen "kund" avses:

Företagets namn:	_____
Organisationsnummer:	_____
Företagets adress:	_____
Telefonnummer:	_____
E-postadress:	_____
Kontaktperson(er):	_____

Med termen "21st Century Mobile" avses:

21st Century Mobile AB (publ.),
Kungsgatan 48, 111 35 Stockholm,
org nr: 556678-6587

Termen "Beställning" avser följande:

**3 månaders löpande abonnemang av sms-tjänst via Antworks journalsystem.
Trafikkostnad är 0,49 kr per sms inom Sverige och 0,99 kr per sms internationellt.
Månadskostnaden är 199 kr /mån.**

Termen "Period of months" avser följande:

Initialt löper avtalet på 3 månader från orderdatum. Därefter löper avtalet tills vidare med 3 månaders uppsägningstid.

Övrigt:

Fakturering av månadsavgift sker kvartalsvis i förskott. Fakturering av SMS-trafik sker kvartalsvis i efterskott. Alla priser är i SEK exklusive moms. Betalningstid 30 dagar.

Termen "Standard terms and conditions" avser följande:

Genom att skriva under detta avtal har "kund" accepterat de allmänna villkor och förhållanden som beskrivs i **Appendix A**.

Kund

Underskrift:	_____
Namnförtydligande:	_____
Titel:	_____
Datum:	_____
Ort:	_____

**Maila underskriven beställning till sales@21st.se
eller skicka per post till
21st Century Mobile AB, Kungsgatan 48, 111 35 Stockholm**

Appendix A

21ST CENTURY MOBILE'S STANDARD TERMS AND CONDITIONS FOR ITS SMS CLIENT SERVICES

These standard terms and conditions apply between 21st Century Mobile Solutions Svenska AB (21st Century Mobile) and the Partner as soon as they sign the Agreement regarding SMS Client Services.

1. Definitions

In addition to the definitions set forth in the Agreement regarding SMS Client Services, the following words and terms shall have the meanings set forth below:

The term "**Content**" shall mean the information contained in the SMS Message to be distributed to the Mobile Phone.

The term "**Know-how**" shall mean knowledge, experience, data, technology, designs, techniques, drawings, software, and other information and knowledge.

The term "**Mobile Phone**" shall mean the mobile phone that uses the number to which the Partner has sent the SMS Message.

The term "**Price List**" shall mean the Prices set forward in the Agreement regarding SMS Client Services.

The term "**SMS Message**" shall mean the message sent from the Partner's computer to the Mobile Phone.

The term "**Software**" shall mean any software that 21st Century Mobile provides for the SMS Client Services.

The term "**Territory**" shall mean all areas to which the operator, which is used by 21st Century Mobile, can deliver the SMS Message.

The term "**Period of months**" shall mean the period of months set forward in the Agreement regarding SMS Client Services.

2. Installation of the SMS Client Services, etc.

Subject to the terms and conditions of this Agreement, 21st Century Mobile grants to the Partner a non-transferable and non-exclusive license to use the SMS Client Services in the Territory.

The Partner shall, at its own expense and in accordance with 21st Century Mobile's instructions, make all necessary installations in order to have its computer operational for the distribution of SMS Messages to the Mobile Phone.

21st Century Mobile has the sole right to modify the SMS Client Services. Changes in the SMS Client Services shall take effect, at the earliest, thirty (30) days after the Partner has received written notice to that effect. If the Partner does not terminate this Agreement ten (10) days before the modified SMS Client Services have entered into force, the Partner shall be deemed to have accepted the new SMS Client Services.

Except as expressly set forth herein, the Partner shall not

- use, provide or otherwise make available the Software or any part or copies thereof to any third party,
- modify, amend, alter, revise, enhance or otherwise change the Software, and
- reverse engineer, decompile or disassemble the Software or any portion thereof, nor otherwise attempt to create or derive a source code equivalent to the Software's.

The Partner acknowledges that unauthorized reproduction, use, or disclosure of the Software or any part thereof is likely to cause irreparable injury to 21st Century Mobile.

3. Distribution of the SMS Message, etc

After receiving the SMS Message from the Partner, 21st Century Mobile shall send the SMS Message to the Mobile Phone.

21st Century Mobile does not undertake the responsibility of sending the SMS Message if the Mobile Phone is switched off and has been switched off for a period exceeding three days. Nor does 21st Century Mobile undertake the responsibility of sending the SMS Message if the Mobile Phone is temporarily or permanently out of order or if it is out of coverage or otherwise unreachable and has been unreachable for a period exceeding twenty-four hours. 21st Century Mobile has no obligation to send the SMS Message outside the Territory.

21st Century Mobile undertakes no liability for minor errors and interruptions in the SMS Client Services. If a more severe error and/or interruption occurs, 21st Century Mobile shall be entitled to correct the error and/or the interruption. The Partner shall without undue delay notify 21st Century Mobile of any errors and interruptions in the SMS Client Services. 21st Century Mobile assumes no responsibility for any errors or interruptions related to the Internet or to telecommunications, including, without limitation, an operator's failure to deliver the SMS Message to the Mobile Phone.

21st Century Mobile shall always have the right to disconnect the SMS Client Services for service and upgrading without giving prior notice to the Partner.

4. Limitation of liability

21st Century Mobile shall not be liable for any indirect, incidental, or consequential damages, including, without limitation, any lost profits, data or income, arising out of or in connection with this Agreement.

21st Century Mobile shall not be liable for any corruption or destruction of data or for any damage caused by viruses related to the Partner's software.

21st Century Mobile's liability for damages payable to the Partner shall in any event not exceed an amount corresponding to the payments made by the Partner to 21st Century Mobile under this Agreement during the last six-month period.

The Partner shall without undue delay notify 21st Century Mobile in writing of claims for damages. Such notice shall under no circumstances be given later than two weeks after the Partner became aware, or should reasonably have become aware, of the circumstances constituting the breach. In any event, a claim for damages shall not be valid unless legal action is taken within three months from that date. If the Partner does not notify or take legal action within the time limits set forth in this provision, the Partner shall lose its right to claim damages. No other remedy than damages may be imposed on 21st Century Mobile as a result of its obligations under this Agreement. This does not, however, limit the Partner's right to terminate the Agreement in accordance with section 10.

5. Force majeure

The parties shall be relieved from liability for a failure to perform any obligation under this Agreement during such period and to the extent that the due performance thereof by either of the parties is prevented by reason of any circumstance beyond the control of the parties, such as war, warlike hostilities, mobilization, civil war, fire, flood, changes in laws and regulations or in the interpretation thereof, acts of authorities, labor disputes, blockades, major accidents or other circumstances of similar importance.

The party desiring to invoke an event of force majeure shall give immediate notice to the other party of the commencement and the cessation of such event of force majeure, failing which the party shall not be discharged from liability for any non-performance caused by such event of force majeure.

6. Payment

The Partner shall pay compensation to 21st Century Mobile for the SMS Client Services. The compensation and the conditions for payment hereof are set forth in the Price List. Changes in prices shall take effect, at the earliest, thirty (30) days after the Partner has received written notice to that effect. If the Partner does not terminate this Agreement ten (10) days before the new prices have entered into force, the Partner shall be deemed to have accepted the new prices.

In the event that the Partner should at any time fail to make payment in full on the due date, 21st Century Mobile shall be entitled to claim interest on the sum overdue pursuant to the "Interest Act" (SFS 1975:635).

7. Intellectual property rights

21st Century Mobile has ownership of and all other rights to the SMS Client Services and the Software, including all copyright and Know-how relating in any way to the SMS Client Services and the Software. Except as expressly set forth in this Agreement, the Partner does not acquire any right whatsoever to 21st Century Mobile's copyright, patents, trade secrets or other intellectual property rights.

In order for 21st Century Mobile to fulfill its obligations under this Agreement, the Partner hereby grants 21st Century Mobile an irrevocable royalty free license to distribute the Content as provided in this Agreement. The Partner represents and warrants that it has all of the necessary rights to license the Content to 21st Century Mobile pursuant to this provision. The Partner gives 21st Century Mobile the right to make adjustments and amendments to the Content to the extent necessary for 21st Century Mobile's fulfillment of its obligations under this Agreement.

The Partner represents and warrants that all employees, consultants, board members or other representatives of the Partner that have access to the SMS Client Services grant 21st Century Mobile an irrevocable royalty free license to distribute the Content as provided in this Agreement. Furthermore, the Partner represents and warrants that all employees, consultants, board members or other representatives of the Partner act in accordance with the terms and conditions of this Agreement.

21st Century Mobile assumes no liability for the Content and other information provided by the Partner to 21st Century Mobile. The Partner is liable for the Content and any other material supplied to 21st Century Mobile. The Partner shall indemnify and hold 21st Century Mobile harmless against any claim by a third party relating to the Content or any other material supplied by the Partner to 21st Century Mobile, or any third party claim which is caused by the Partner's improper, negligent or unauthorized use of the SMS Client Services.

If the Content supplied by the Partner to 21st Century Mobile does not comply with the provisions of this Agreement, 21st Century Mobile may, in whole or in part, immediately disconnect the Partner from the SMS Client Services.

8. Assignment of the agreement

21st Century Mobile may, wholly or partly, assign or pledge its rights and obligations under this Agreement to any third party. 21st Century Mobile shall have the right to engage sub-contractors for the fulfillment of its obligations under this Agreement.

The Partner may not, wholly nor partly, assign or pledge its rights and obligations under this Agreement to any third party except with the prior written consent of 21st Century Mobile.

9. Term of Agreement

This Agreement enters into force immediately after it has been signed by partner and shall remain in force for a Period of months set forward in the Agreement regarding SMS Client Services. The Agreement will be renewed for additional successive renewal periods of three months unless either party gives written notice, at least one month prior to the expiration of the preceding period, that the Agreement shall cease to exist.

In the event the Partner has used the SMS Client Services for a test period, the terms and conditions of this Agreement shall apply to such period, without 21st Century Mobile being entitled to compensation for such period.

10. Premature termination

Without prejudice to any other rights 21st Century Mobile may have against the Partner, 21st Century Mobile shall have the right to terminate this Agreement with immediate effect after notification to the Partner or by disconnecting the Partner from the SMS Client Services if

- the Partner has not paid to 21st Century Mobile any compensation due to 21st Century Mobile under this Agreement and has failed to remedy such late payment within five (5) days after 21st Century Mobile's written notice;
- the Partner in a material way fails to fulfill its obligations under this Agreement; or
- a bankruptcy petition is filed against the Partner or the Partner is declared bankrupt, suspends its payments, initiates composition proceedings, goes into liquidation or is otherwise in a position in which it can be assumed that its obligations under this Agreement will not be fulfilled.

The Partner shall have the right to terminate this Agreement after notification to 21st Century Mobile, if 21st Century Mobile in any material way fails to fulfill its obligations under the Agreement and the Partner has notified 21st Century Mobile hereof and 21st Century Mobile has not remedied the fault within a reasonable period of time.

The Partner must cease to use the SMS Client Services immediately upon the termination of this Agreement. The Partner shall in such case immediately delete any of 21st Century Mobile's software from all computers on which the Partner has implemented the software.

Any documentation, such as documents, drawings or other data bearing media and software programs (including information or drawings stored in or made by software programs) submitted to the Partner by 21st Century Mobile shall remain 21st Century Mobile's exclusive property and shall be returned to 21st Century Mobile upon the termination of this Agreement.

21st Century Mobile shall have the right to terminate this Agreement, without refund, if Partner has unused prepaid balance after 18 months from acquire date.

11. Secrecy

The parties agree without any limitation in time not to reveal to any third party Confidential Information, which a party obtains from the other party in accordance with this Agreement. Confidential Information refers in this Agreement to any item of information - technical, commercial or of any other nature - regardless of whether or not such information has been documented or not, with the exception of

- information, which is generally known or which becomes a matter of general knowledge in a manner other than through the party's breach of the provisions of this Agreement,
- information, which the party can prove that he possessed before he received it from the other party, and
- information, which the party received or will receive from a third party when the party does not have a duty of secrecy to such party.

The Partner represents and warrants that all employees, consultants, board members or other representatives of the Partner, without any limitation in time, shall not disclose Confidential Information to third parties.

12. Notices

Any notice, request, consent or other communication to be given by a party under this Agreement shall be deemed to be valid and effective if personally served on the other party or sent by registered prepaid airmail or by e-mail to the addresses set forth in the Agreement regarding SMS Client Services.

13. Legal relationship of the parties

Nothing in this agreement shall create or be deemed to create a partnership or relationship of employer and employee between 21st Century Mobile and the Partner.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties on all issues to which this Agreement relates. The contents of this Agreement supersede all previous written or oral commitments and undertakings.

15. Disputes and applicable law

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm.

This Agreement shall be construed in accordance with and be governed by the laws of Sweden.