

Terms and conditions for using IDHA Online

This document is a supplement to the Master Contract and sets out the terms and conditions under which the Supplier agrees to provide the Client with the services of IDHA Online. The fees, numbers of users, and other commercial conditions are regulated in the Master Contract.

Definitions

The web service: IDHA Online, a system to store and evaluate data from digital tachographs and driver cards.

IDHA: Intelligent Drivers' Hour Analyzer Sweden AB, the company that develops and provides the web service.

Agent: A person or company that has been authorized by IDHA to market and sell IDHA Online for and behalf of IDHA.

Supplier: A person or company that has been authorized by IDHA or an Agent to market and sell IDHA Online. The Supplier is also responsible for the Service Managers implementation of their undertaking duties.

Service Manager: A person or company that is designated by the Supplier to undertake one or more areas of responsibility described in these terms and conditions. The responsibilities and division of responsibilities between Service Managers are described in the Master Contract.

IDHA organization ("IDHAo"): The group consisting of IDHA, Agent, Supplier, Service Manager(s) and Payee, if additional members exist they are described in the Master Contract.

Payee: The according to the Master Contract responsible to invoice the Client.

Client: The person or company that has signed an agreement with the Supplier regarding use of the web service.

Tachograph data: data from digital tachographs and driver cards.

User credentials: The Client's username and password.

Moderator: A person responsible for a company account using IDHA Online.

1 The extent of IDHA Online

The Client's contracted services, and where appropriate, products, are described in the Master Contract. The web service consists of the storage

and evaluation of driver- and tachograph data. IDHA maintains the right to alter and/or replace both the selection of, and the content of the service(s), functions, and technical conditions of IDHA Online.

2 Client identification

Before using IDHA Online the Client needs to be identified through a valid username and password. The Client will receive the user credentials as soon as the Service Manager has confirmed the Client's identity.

Both user name and password will be sent to the email address stated by the Client, unless expressly agreed upon otherwise. The Client is responsible to without delay inform the Service Manager about any changes regarding contact persons and the persons who have received user credentials. IDHA can alter and/or replace the authorization method at any given time without informing the Client.

3 The Client's obligations

3.1 Responsibility for information and tasks

The Client is responsible for all data stored on IDHA Online. IDHAo has no obligation to check or to complement the data uploaded by the Client. The Client is responsible for the transmission of the data that is stored by IDHA Online until the Client has successfully received confirmation from IDHA Online. The Client is responsible for having sufficient technical proficiency, proper hardware, and the programs to enable use of IDHA Online. The technical requirements are continually updated at www.idha.com. The Client is responsible for the costs of both hardware and programs, which the use of IDHA Online requires.

3.2 User credentials

All user names and passwords are personal. The Client is to keep both user name and password secure, so that user names and passwords cannot be accessed by unauthorized persons. The Clients bind themselves to immediately notify the Service Manager if there is any reason to believe that unauthorized persons have knowledge of the valid user name(s) and password(s). The Client is liable for any illegal actions performed with the user name(s) and password(s) before and until the Service Manager has received notification that user name(s) and password(s) have reached unauthorized persons, and the Server Manager has had enough time to block the user name(s) and password(s). The Client is responsible for any possible damage caused by unauthorized persons before and until the Server Manager has received the above required information, and blocked the usage of IDHA Online.

3.3 Information security and secrecy

The client is committed to obey IDHAo:s rules and recommendations regarding information security and secrecy. The client is obligated not to unveil any confidential information received from IDHAo or may have emerged from using IDHA Online. Confidential information in this agreement refers to any kind of information, technical, commercial, in any form documented or not.

4 Termination of service(s)

IDHA maintains the right to temporarily suspend IDHA Online whenever maintenance and updates are performed.

IDHA maintains the right to refuse IDHA Online service(s), and discontinue IDHA Online service(s) to the Client without prior notice if:

- When Client's payment is past due
- legislation or government directive require so
- there are reasons to suspect that IDHA Online is being used without authorization, or improperly, or in breach of the terms and conditions
- there is a justified reason to suspect that IDHA Online is being used for illegal purposes
- hardware, programs, or the network connections used by the Client, put IDHA Online, the system, IDHAo, or other IDHA Online Clients at risk. Both the reason and the time of suspension or termination of IDHA Online service(s) will be sent to the Client by IDHAo via IDHA Online, or by regular post without delay. If the Client's payment is more than 30 days past due, the Supplier maintains the right to revoke the Master Contract. In the event of Client's breach of contract the

Supplier maintain the right to revoke the Master Contract.

5 Storage and security of information

IDHAo maintains the right to save information concerning the finalizing of the contract, and the information concerning the persons who have received user names and passwords. IDHAo maintains the right to save information concerning the Client's use of IDHA Online, in order to provide good customer service and to improve quality and usability of IDHA Online.

6 Access to service and support

6.1 Access to Service

IDHA Online is normally monitored manually weekdays from 08:00 to 17:00. IDHA Online is normally accessible around the clock, with the exception of times needed for service and updates. Information concerning other planned deviations from normal operation hours, maintenance, etc. is normally provided in advance at www.idha.com. The Client cannot be guaranteed 100% availability to the operations center since network communications are sent via the Internet, response time can not always be guaranteed either for the same reason.

6.2 Support

Support is equivalent to simpler questions, e.g. solutions not requiring analysis and/or development. For any more demanding support, fee will be charge in accordance with IDHA's valid fee schedule. Support to the Client while using IDHA Online can be provided via telephone, e-mail, or through www.idha.com. All questions from the Client concerning IDHA Online shall be sent to the Service Manager by the Client's authorized contact person. If the Client has problems with network connections, the Client shall first of all contact their Internet provider.

7 Client complaints procedure

If the Client asserts claims for breach of contract, find shortages or faulty behavior in the web service, the Client has to send a written notification to both Supplier and IDHA no later than ten (10) days after the discovery, if sent later, the Client can not hold IDHAo responsible for any inconveniences.

8 Force majeure

IDHAo is not responsible for any inconvenience, damage, or loss which are due to circumstances which lie outside of IDHAo's control, or which IDHAo can not reasonably be expected to have caused or foreseen. Exempted conditions include regulations, governmental measures, acts of war, strikes, lockouts, boycotts, blockades, disturbances, interruptions in electric power, labor market disturbances, prohibitions, restrictions, non granted permits, accidents, disadvantageous transportation of weather conditions, or non-occurrence of deliveries from sub-suppliers or and similar set of conditions. For IDHAo to claim exemption from any of the above-mentioned situations, IDHA shall without delay, however at the latest two (2) calendar months after such an occurrence, send written notification to the Client.

9 Restriction on liability

IDHAo is not responsible for damages caused by IDHA Online not being in operation, or by technical irregularities in the operation of IDHA Online, or by incompatibility with the Client's hardware. IDHAo is not responsible for damages caused by illegal alteration of IDHA Online. IDHAo is not responsible for any direct or indirect damages incurred while using IDHA Online, for example lost revenue. IDHAo's liability shall be, unless there is malicious intent, or gross negligence, limited to the direct losses incurred to a maximum amount corresponding to six (6) monthly fees for the Client's IDHA Online.

10 Conveyance of Master Contract

Without written permission from the Supplier, the Client is not allowed to convey any part or the whole of the Master Contract.

11 Changes to IDHA Online or its terms and conditions.

11.1 The web service

IDHAo maintains the right to make changes to the web-service, the terms and conditions and the Master Contract. Information about the changes is sent to the Client via the web-service or the email address designated by the Client one (1) month before the change(s) are to take effect. If the Client does not approve of the changes to the contact or conditions, both the Client and IDHAo have the right to terminate the contract in accordance with the rules stipulated in the Master

Contract.11.2 User Fees

The Client is charged according to the valid IDHA Online fee schedule, or according to the fee schedule otherwise provided to the Client.

12 Communication

Complaints, change of addresses or any other information concerning implementation of the Master Contract shall, unless otherwise specified in the agreement or general terms, be sent by registered mail, electronic mail or fax to the parties specified in the agreement or latter specified addresses. The notice shall be deemed to have been received if sent by:

a) registered mail, 2 (two) days after delivery of mail, b) fax, upon dispatch on receipt properly confirmed, and c) mail, upon dispatch on receipt duly acknowledged.

13 Intellectual property

Ownership and intellectual property rights for IDHA Online and its integral material belong to IDHA or a third party. In accordance with the copyright laws the material or portions thereof may not be copied, stored, distributed, linked to other websites, or transferred for anything but personal use without prior written permission from either IDHA or another copyright holder. For activities of non-compliance with either the law or the contract, the Client is directly responsible to the party whose rights have been infringed.

14 Dispute and applicable law

Disputes regarding application or interpretation of this contract and its connected legal issues, shall in first place be settled by negotiation between the parties. If an agreement can not be reached, the dispute will be decided in civil court unless the parties have agreed otherwise. Swedish law will be applied in the case of a dispute. Swedish rules governing the choice of law shall however not be applicable.