

## Main Agreement

MeetApp AB (556831-9783) "the Licensor" and Västerbottens läns landsting (232100-0222)(VLL "the Licensee", has today entered the following agreement (Main Agreement), including the agreement in Appendix 1 "License agreement - general terms and agreements – MeetApp application v1.3". By signing this Main Agreement the Licensee also signs and agrees to the Appendix 1. If this Main Agreement differs from what is stated in the Appendix 1 this Main Agreement shall prevail.

### 1. LICENSE

- 1.1. The Licensee has purchased one Professional License including subscription, with custom terms as described below under paragraph 2 in this Main agreement. Hence the limits of usage are not applicable. The license duration period is 12 months, from the 20170101 until the 20180101 (Termination date).
- 1.2. Agreement may be prolonged 12 months at the time, twice, up to a maximum total duration period of 36 months. Prior to any such prolongation both parties must sign a prolongation agreement.

### 2. CUSTOM TERMS OF USAGE

- 2.1. Up to 15 events per year with maximum 500 participants
- 2.2. Up to 500 events per year with maximum 50 participants
- 2.3. Up to 100 events in parallel in the app
- 2.4. 50 admin users
- 2.5. Department admin functionality activated

### 3. PRICE

- 3.1. Set up price is SEK 38 000 payable in 30 days after delivery of the app.
- 3.2. Subscription price is SEK 6500 per month, payable quarterly in advance within 30 days.
- 3.3. Should Licensee hold more than 500 events with less than 50 participants in total during the first 12 months of this agreement, the Licensor will be entitled to an additional payment of SEK 6500 for each 100 events above 500 in total as compensation. Should Licensee hold more than 15 events with between 50 and 500 participants in total during the first 12 months of this agreement, the Licensor will be entitled to an additional payment of SEK 6500 for each 5 events above 15 in total as compensation.

### 4. APPROVAL

- 4.1. Licensee approves Licensor data storage in Ireland, given third party service provider for such data storage is Microsoft and given service provided is Microsoft Azure.

**5. SIGNING**

5.1. This Agreement has been executed in two (2) original copies, of which the parties have taken one each.

On behalf of the Licensor



Mats Bäcklund

*Sjæholm 28/12 2016*

Place and date

On behalf of the Licensee



Anders Sylvan  
Landstingsdirektör  
Västerbottens läns landsting

Place and date

*Umeå 2017-02-15*

## LICENSE AGREEMENT

This license agreement (the "Agreement") has been entered into on the date set out in the Main Agreement between theMeetApp AB, Swedish registration number: 556831-9783 (hereinafter referred to as "the Licensor"), a company incorporated under the laws of Sweden with its office located at Birger Jarlsgatan 18, 114 34 Stockholm, Sweden.

And

Västerbottens läns landsting, Swedish registration number: 232100-0222 (hereinafter referred to as "the Licensee"), with office located at Norrlands universitetssjukhus, 901 89 Umeå, Sweden.

Licensor and Licensee as specified in the Main Agreement.

### 1. BACKGROUND, DEFINITIONS AND PACKAGING

1.1. The Licensor has developed an application developing platform (hereinafter referred to as "MeetApp") from which an event application can be created by integrating a preferred design and content. The Licensee wishes to purchase a non-transferable, non-exclusive License to use the application, (hereinafter referred to as the "Application"), developed in MeetApp. The Licensor develops the Application in accordance with the request of the Licensee. The Licensor grants the Licensee a non-exclusive, non-transferable License to the Application on the terms set forth in this Agreement.

#### 1.2. Definitions

The following terms and definitions shall have the meaning in this Agreement as set forth in this provision:

**"Admin User"** – the individual email based administrator from the Licensee who add and manage content of the Application. An admin user may not be shared between individuals.

**"Application"** – the individualized application built by the Licensor in MeetApp in accordance with the design provided by the Licensee. See [www.meetappevent.com](http://www.meetappevent.com) for more info. The purpose of the Application is to facilitate the Licensee's events and/or meetings through functions such as; schedule function, information function, questionnaire function and a file sharing function. The Application will be available as on the Initiation day on applicable AppStores.

The Licensee may, at request, have the Application set up on it's own Appstore licences for an additional fee.

**"AppStores"** – refers to Apple AppStore, Google Play and Windows Store, as applicable depending on what platform the Application is built for according to the License.

**"Delivery day"** – the day when the Application shall be delivered to applicable AppStores for review.

**"Initiation day"** – the day when the Application is deemed to be made available on applicable

AppStores. "License" – a non-exclusive, non-transferable License to use an defined version of the Application. "Licensee" – the person or company who purchases the License to use the Application. In this case Västerbottens läns landsting.

"License duration period" – the time during which a prolonged License is valid, as defined in the Main Agreement.

"Licensor" – MeetApp AB

"MeetApp" – as defined in provision 1.1 above.

"Set Up Fee" – an initial payment regarding the development of the Application and a License valid for four (4) weeks and for one event -unless otherwise stated in the Main Agreement.

"Subscription Fee" – the re-occurring payment for a License over time after the initial phase.

"Termination date" – the final date for which a prolonged License is valid, as defined in the Main Agreement.

"User" – end user of the Application.

"Website" – [www.meetappevent.com](http://www.meetappevent.com) or [www.meeappevent.se](http://www.meeappevent.se)

1.3. Packaging ( Standard packages and prices as defined in Main Agreement)

The Licensee receives support through e-mail [support@meetappevent.com](mailto:support@meetappevent.com).

Price as defined in the Main Agreement.

**2. UNDERTAKINGS OF THE LICENSEE**

- 2.1. The Licensee shall provide the following information to the Licensor; name of the Application for which it can be identified in Appstores, description of the Application, a logo (minimum 1 000 pixels wide), and a preferred color of the Application. Further optional graphic inputs are provided on the Website.
- 2.2. The Licensee and/or its Users shall be responsible for its Internet connection and network that is being used to gain access to, and make use of, the Application. The Licensee and/or its Users shall also ensure that it has the equipment and software that are required for the performance of the Application. For up-to-date information regarding supported software and equipment please visit the Website or contact the Licensor.
- 2.3. The Licensee shall ensure that log-in information, security procedures, and other information, to which the Users has access in order to use the Application, is treated as confidential information in accordance with provision 9 in this Agreement. The Licensee shall immediately inform the Licensor in the event that any unauthorized person has obtained knowledge of such information.
- 2.4. The Licensee and/or its Users shall not decompile, decrypt or deconstruct the Application or try to derive or create source code from the Application.

- 2.5. The Licensee and/or its Users shall not try to circumvent the security measures of the Application set out by the Licensor.
- 2.6. The Licensee shall pay the amount due for the License(s) in accordance with section 4 below.
- 2.7. The Licensee and/or its Users are required to follow the instructions provided by the Licensor for use of the Application.
- 2.8. The Licensee shall ensure that the Users do not use the Application in an inappropriate manner; such as, but not limited to, posting pornographic, racist, harassing or otherwise unlawful material in the Application.

### **3. UNDERTAKINGS OF THE LICENSOR**

- 3.1. As of the Delivery day the Licensor shall provide the Application to to applicable AppStores
- 3.2. The Licensor shall make available necessary instructions for using the Application. This includes an introductory meeting to provide the Licensee with an introduction on how to use the Application.
- 3.3. The Licensor shall perform its duties according to this Agreement in a professional manner.
- 3.4. The Licensor shall sign and comply to the attached PuB-agreement.

### **4. PAYMENT AND REFUNDS**

- 4.1. Price and payment terms are specified in the Main Agreement
- 4.3. The Licensor does not provide refunds.
- 4.2. The Licensor is entitled to change fees at its own discretion. Such change of fee will apply to the Licensee no earlier than 30 days following a written notice. The Licensee may terminate its License immediately following a change of fees within 30 days following a written notice of the change.

### **5. LICENSE**

- 5.1. The License is non-transferable and the Licensee has a right to use the Application solely within the Licensee's own business.
- 5.2. The Licensee is, if requested, responsible for the provision of information about who(m) shall be the Admin users and thereby authorized to administer the Application. The Licensee shall immediately inform the Licensor if the Admin User no longer is authorized to have access to the Application. The Licensee is responsible for its Users' use of the Application.
- 5.3. The Licensor may suspend the Licensee from its License and terminate this Agreement immediately if the Licensee and/or its Users fail to comply with this Agreement.

**6. FAULTS IN THE APPLICATION AND DELAY**

- 6.1. The Licensor does not warrant that the Application will meet the Licensee's requirements or expectations of it, or that the use of the Application will be uninterrupted or free from errors. The Licensor will only be liable for gross faults.
- 6.2. If there is a gross fault in the Application, the Licensor shall rectify the fault within ten (10) days, excluding time for any AppStore(s) review and approval. The Licensor's liability does not include faults that are of no significance for the intended use of the Application and that do not cause the Licensee any inconvenience. The existence of a gross fault shall be finally deemed by the Licensor.
- 6.3. Faults and gross faults in the Application are rectified by means of a correction or by the provision of instructions on how to circumvent the fault. To be able to claim the existence of a gross fault for which the Licensor is liable, the Licensee shall report it to the Licensor within a reasonable period of time after discovery of a gross fault. The Licensee shall state, and if necessary show, how the fault manifests itself.
- 6.4. The Licensor shall never be held liable for faults or gross faults caused by any of the reasons stated in provision 10, 12 or 13, faults or gross faults caused by changes to or interference with the Application made by the Licensee, or other circumstances for which the Licensee or a third party is liable or that are in some other way beyond the Licensor's control.
- 6.5. If the Application is not delivered to applicable AppStores for review as on the Delivery day, it shall be considered to be delayed whereupon the Licensee shall notify the Licensor, and the delay will be deemed as a gross fault under this provision 6.
- 6.6. If the Licensor has not rectified a gross fault within ten (10) days, the Licensee may send the Licensor a written notice of a deadline, within reasonable time, at which the fault must be rectified. If the fault has not been rectified within such deadline the Licensee will be entitled to such reduction of price of the License that corresponds to the fault. Such reduction shall never exceed SEK five thousand (5 000) and will be finally estimated by the Licensor.
- 6.7. The Licensor's liability for faults is limited to what is stated under this provision 6 except if the fault is caused by gross negligence or malicious intent on behalf of the Licensor. The Licensee is not entitled to make any claims due to faults in the Application other than what is stated in this provision 6.

## **7. PERSONAL DATA**

- 7.1. The Licensee is responsible for ensuring that the processing of data within the Application takes place in accordance with applicable legislation. With regard to personal data that is processed within the Application the Licensee is the controller and the Licensor is an assistant, in accordance with the provisions in the Swedish Personal Data Act (1998:208). The Licensor undertakes to only process personal data in accordance with the Agreement and the written instructions of the Licensee. The Licensor shall carry out the technical organizational measures that have been agreed upon. In the event that the Licensor makes use of sub-contractors who process personal data, the Licensor must, on behalf of the Licensee, sign an agreement with the sub-contractor according to which the sub-contractor undertakes, as a personal data assistant to the Licensee, to comply with the requirements of this provision 7.1. This includes such sub-contractor signing and complying to an identical PuB-agreement as specified in 3.4 above.

## **8. INTELLECTUAL PROPERTY**

- 8.1. The Licensee grants the Licensor a license to use its trademark and/or other design provided by the Licensee in order to design the Application in accordance with the Licensee's preferences within the scope of this Agreement.
- 8.2. Apart from what is stated in the provision 8.1 above, the Licensor owns all intellectual property in the Application, including but not limited to, all copyright, trademarks and know-how relating in any way to the Application. Except as expressly set forth in this Agreement, the Licensee does not acquire any right whatsoever to the Licensor's copyright, design rights, patents, trademarks, trade secrets or other intellectual property rights and any goodwill belonging to the Licensor.
- 8.3. The Licensor assumes no liability for the content and other information provided by the Licensee before creating the Application and/or when using the Application. The Licensee is liable for all the material supplied to the Application by either the Licensee or its Users. The Licensee shall indemnify and hold the Licensor harmless against any claim by a third party relating to the Application or due to any to other material supplied by the Licensee to the Application.
- 8.4. The Licensee shall notify the Licensor immediately if they receive any notification of accusation of infringement from third party due to the Application.
- 8.5. The Licensor respects intellectual property rights and will remove any content that infringes copyright, trademark, patent or other intellectual property rights of third party upon notification from the Licensee or third party.
- 8.6. The Licensor has the right to be visible with a "Powered by MeetApp" message in the app at the bottom of the Menu.

## **9. CONFIDENTIALITY**

- 9.1. The parties undertake to retain in confidence and not to disclose to any third party any confidential information and data received from the other party. Confidential information shall mean any information – technical, commercial or of other kind – regardless of it being documented or not. Such information may, however, be disclosed if such disclosure is necessary to allow a party, or its employees to (i) defend against litigation, (ii) to file and prosecute patent applications, or (iii) to comply with governmental regulations. Such obligation of confidentiality shall be waived as to information and samples which (i) is in the public domain; (ii) comes into the public domain through no fault of the receiving party; (iii) was known prior to its disclosure by the receiving party, as evidenced by written records; or (iv) is disclosed to the receiving party by a third party having a lawful right to make such disclosure. Such obligations of confidentiality shall continue for one (1) year from the completion or termination of this Agreement.

## **10. MAINTENANCE AND DOWNTIME**

- 10.1. The Licensor shall always have the right to disconnect the Application for service and upgrading without giving prior notice to the Licensee. The Licensor shall implement new updates and versions of the Application, to the extent deemed suitable by the Licensor. The Licensor intends to give notice on beforehand to the Licensee before updates or maintenance of the Application.
- 10.2. The Licensor shall not be held liable for downtime, nor other technical complications caused by the Licensee or any third party.

## **11. LIMITATION OF LIABILITY**

- 11.1. The Licensor 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.
- 11.2. The Licensor shall not be liable for any corruption or destruction of data, or for any damage caused by viruses related to the Licensee's computer system(s), hardware, software or other equipment.
- 11.3. The Licensor shall never be liable for any of the reasons stated in provisions 10 or 13, or due to changes to or interference with the Application made by the Licensee, or other circumstances for which the Licensee or a third party, such as Google Play or AppStore, is liable or that are in some other way beyond the Licensor's control.
- 11.4. The Licensor shall never be held liable if it has delivered the Application to applicable Appstores on the Delivery day but the Appstores have/has not made it available on the Initiation day.
- 11.5. The Licensor's possible liability for damages payable to the Licensee shall in any event not exceed an amount of SEK five thousand (5 000).



**12. FORCE MAJEURE**

13.1. 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, labour disputes, blockades, major accidents or other circumstances of similar importance.

13.2. 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.

**13. NOTICES**

14.1. Notice of termination or other communication shall be sent by e-mail, registered letter or by courier to the other Party. Any notice sent by e-mail is deemed to have been received on the day the e-mail is sent, provided receipt is confirmed by the other Party. Any notice sent by prepaid first class post is deemed to have been received five (5) days after dispatch. Any notice sent by courier is deemed to have been received on the day of delivery.

**14. ENTIRE AGREEMENT**

15.1. This Agreement together with the Main Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral agreement between the parties.

**15. TERM AND TERMINATION**

16.1. This Agreement enters into force as of the day of signing this Agreement.

16.2. Either party may terminate the License giving the other party a written notice of at least Thirty days before the Termination date. If neither party has terminated the License within the License duration period, the License will be automatically prolonged for another License duration period.

16.3. This Agreement will terminate when the License is terminated.

**16. DISPUTES AND GOVERNING LAW**

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

17.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by the City Court of Umeå.

## Personuppgiftsbiträdesavtal

### 1. Parter

#### 1.1. Personuppgiftsansvarig (nedan kallad "PuA"):

Västerbottens läns landsting  
Köksvägen 11  
901 85 Umeå  
Sweden  
Org.nr: 232100-0222,

#### 1.2. Personuppgiftsbiträde (nedan kallad "PuB"):

MeetApp AB,  
Birger Jarlsgatan 18,  
114 34 Stockholm,  
Sweden.  
Org.nr: 556831-9783,

### 2. Bakgrund

#### 2.1 PuA tecknar ett licensavtal med PuB för nyttjande av PuB's tjänst MeetApp.

All hantering av data ska förutom vad som krävs enligt grundavtalet "Main Agreement" samt "General Terms and conditions" även uppfylla nedan.

### 3 Definitioner

Detta avtal har motsvarande definitioner som återfinns i 3 § personuppgiftslagen (SFS 1998:204) PUL, vilket bland annat innebär att:

- a) med personuppgiftsansvarig avses den som ensam eller tillsammans med andra bestämmer ändamålen och medlen för behandlingen av personuppgifter.
- b) med personuppgiftsbiträde avses den som behandlar personuppgifter för den personuppgiftsansvariges räkning.
- c) med behandling avses varje åtgärd eller serie av åtgärder som vidtas i fråga om personuppgifter, vare sig det sker på automatisk väg eller inte.
- d) med personuppgifter avses all slags information som direkt eller indirekt kan hänföras till en fysisk person som är i livet.
- e) med tredje land menas en stat som inte ingår i Europeiska unionen eller är ansluten till Europeiska ekonomiska samarbetsområdet.

### 4 Innehåll och syfte

4.1 Detta avtal har till syfte att uppfylla personuppgiftslagens krav enligt 30 § 2 st om att det ska finnas ett skriftligt avtal om personuppgiftsbiträdets behandling av personuppgifter för den personuppgiftsansvariges räkning. Avtalet gäller all personuppgiftsbehandling som PuB utför PuA:s räkning. Avtalet skall tillgodose att PuB:s behandling av personuppgifterna för PuA:s räkning sker i enlighet med personuppgiftslagens (1998:204) krav och enligt vad som överenskommits i detta avtal.

## **5 Instruktioner**

### **5.1 Behandling av personuppgifter**

- 5.1.1. Mellan PuA och PuB finns ett tjänsteavtal angående de tjänster som PuB ska tillhandahålla PuA. Av tjänsteavtalet framgår personuppgiftsbitrådets behandling av personuppgifter för PuAs räkning och vad PuB ansvarar för att utföra.
- 5.1.2. PuB äger endast rätt att behandla personuppgifter i enlighet med PuAs instruktioner och tjänsteavtalet.
- 5.1.3. PuB får inte behandla personuppgifter för egna eller några andra ändamål än de som PuB anlitas för av PuA.
- 5.1.4. PuB får inte överföra personuppgifterna till tredje land annat än efter PuA:s i förväg lämnade skriftligt samtycke.
- 5.1.5. PuB åtar sig att endast lämna ut personuppgifterna till de inom sin egen organisation som behöver tillgång till uppgifterna för att kunna utföra sina arbetsuppgifter.
- 5.1.6. PuB får inte lämna ut personuppgifterna eller annan information om personuppgiftsbehandlingen till tredje man annat än efter PuA:s i förväg lämnade skriftligt samtycke, med undantag för när sådant utlämnande kan krävas enligt lag.
- 5.1.7. För det fall myndighet eller annan tredje man begär ut information från PuB som rör personuppgiftsbehandlingen ska PuB utan dröjsmål vidarebefordra sådan framställan till PuA.
- 5.1.8. PuB ska vid behov assistera PuA med att ta fram information som begärts av tredje man.
- 5.1.9. PuB har inte rätt att företräda PuA eller agera för PuA:s räkning gentemot tredje man.
- 5.1.10. För det fall PuB saknar instruktioner som denne bedömer är nödvändiga för att genomföra sina åtaganden ska PuB, utan dröjsmål, informera PuA om detta och invänta instruktioner.
- 5.1.11. Ändringar och tillägg till detta avtal ska, för att vara giltiga, göras skriftligen och undertecknas av båda parter. Denna punkt förhindrar inte att PuA kan ändra eller utfärda ytterligare instruktioner i enlighet med vad som framgår av detta avtal.

### **5.2. Säkerhet**

- 5.2.1. Det åligger PuB att vidta åtgärder som avses i 31 § personuppgiftslagen, dvs. att vidta tekniska och organisatoriska åtgärder för att skydda de personuppgifter som behandlas. Personuppgifterna ska skyddas mot varje slag av otillåten behandling som till exempel ändring, förstörelse eller otillåten tillgång och spridning.
- 5.2.2. PuB skall säkerställa ett tillräckligt åtkomstskydd. När datorutrustning och löstagbara datamedier hos PuB inte står under uppsikt ska utrustningen och medierna låsas in för att skyddas mot obehörig användning, påverkan och stöld. I annat fall ska personuppgifterna krypteras.
- 5.2.3. PuB skall säkerställa att det finns behörighetskontroll i systemet. Ett tekniskt system för behörighetskontroll ska styra åtkomsten till personuppgifterna för PuB. Behörigheten ska begränsas till dem som behöver uppgifterna för sitt arbete. Användaridentitet och lösenord ska vara personliga och får inte överlåtas på någon annan. Det ska finnas rutiner för tilldelning och borttagande av behörigheter.
- 5.2.4. Åtkomst till personuppgifter ska kunna följas upp i efterhand genom en logg eller liknande underlag. Underlaget ska kunna kontrolleras av PuB och återrapporteras till PuA.

- 5.2.5. För åtkomst till känsliga och integritetskänsliga personuppgifter krävs säker inloggning.
- 5.2.6. När reparation och service av datorutrustning, vilken används för att lagra PuAs personuppgifter, utförs av annan än PuB, ska kontrakt som reglerar säkerhet och sekretess träffas med serviceföretaget.
- 5.2.7. PuA har rätt att utreda obehörig åtkomst hos PuB.
- 5.2.8. PuB intygar att dennes verksamhet i alla delar sköts på ett sätt som säkerställer efterlevnad av personuppgiftslagens krav på adekvat säkerhetsnivå.
- 5.2.9. PuB ska vara beredd att följa Datainspektionens beslut om åtgärder för att uppfylla personuppgiftslagens krav på säkerhet. PuB får inte lämna ut personuppgifter eller annan information om behandlingen av personuppgifter utan skriftlig instruktion från PuA.
- 5.2.10. PuA har rätt att kontrollera att PuB vidtar de säkerhetsåtgärder som anges. PuB ska härvid ge skälig hjälp för sådan kontroll.
- 5.2.11. Den registrerade har laglig rätt att begära registerutdrag eller kräva rättelse, blockering eller utplåning av de personuppgifter som omfattas av avtalet. PuB är skyldigt att bistå PuA i sådan omfattning att denna rätt kan säkerställas.
- 5.2.12. PuB ska omgående underrätta PuA vid upptäckt av fullbordade fall av eller försökt till obehörig åtkomst, förstörelse eller ändring av personuppgifter.

### **5.3. Underleverantörer**

- 5.3.1 PuB har inte rätt att anlita underleverantör för behandling av personuppgifter för PuA:s räkning, utan skriftligt godkännande från denne.

### **5.4. Sekretess**

- 5.4.1. PuB förbinder sig att inte till tredje man lämna ut eller annars röja information om behandling av personuppgifter som omfattas av detta avtal eller annan information som PuB erhållit till följd av detta avtal. PuB åtar sig vidare att inte utnyttja personuppgifterna för egna ändamål.

### **5.5. Upphörande av behandling av personuppgifter**

- 5.5.1 När föreliggande avtal upphört ska PuB till PuA återbörda alla eventuella lagrade personuppgifter som PuB genom uppfyllande av avtalet har behandlat för PuAs räkning. PuB ska därtill se till att det inte finns några personuppgifter kvar i egna system eller lagringsmedia.

## **6 Ansvar**

- 6.1 PuB ska ersätta PuA om PuA åsamkas skada som är att hänföra till PuBs behandling av personuppgifter i strid med instruktion från PuA.
- 6.2 För den händelse registrerad, eller annan tredje man riktar krav mot PuA på grund av PuBs behandling av personuppgifter skall PuB hålla PuA skadeslös för sådana krav som följer av att PuB inte efterföljt detta avtal.

## **7 Ersättning**

- 7.1 PuB har inte rätt till särskild ersättning för behandling av personuppgifter under detta avtal.

## 8 Avtalstid

8.1 Detta personuppgiftsbiträdesavtal gäller från undertecknandet och så länge som PuB behandlar personuppgifter åt PuA i enlighet med tjänsteavtalet.

## 9 Tvister och tillämplig lag

9.1 Svensk rätt ska vara tillämplig på avtalet. Tvister i anledning av avtalet ska slutligt avgöras av svensk allmän domstol.

## 10 Övrigt

10.1 Detta personuppgiftsbiträdesavtal utgör en bilaga till ett av parterna träffat tjänsteavtal. Vid händelse av motstridiga uppgifter har tjänsteavtalet företräde.

10.2 Ändringar eller tillägg till avtalet ska göras skriftligen och undertecknas av båda parterna för giltighet.

10.3 Detta avtal får inte överlåtas utan den andra partens föregående godkännande.

*Detta avtal har upprättats i två exemplar varav parterna har tagit varsitt*

Stockholm 28/12 2016

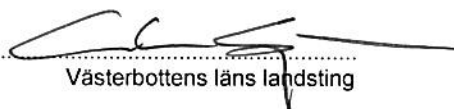
Ort & datum

Umeå 2017-01-31

Ort & datum



MeetApp AB



Västerbottens läns landsting

Mats Bäcklund

Underskrift

Underskrift

Anders Sylvan  
Landstingsdirektör  
Västerbottens läns landsting

**AVTALSBILAGA FÖRTYDLIGANDE**

NEDAN GÄLLER OM ANNAT INTE SPECIFICERATS I MAIN, GENENERAL AGREEMENT AND CONDITION ELLER PUB-AVTAL.

**ALLMÄNNA VILLKOR.****FAKTURERINGS- OCH BETALNINGSVILLKOR**Faktureringsvillkor

Leverantören innehar F-skattsedel och ska fakturera månadsvis i efterskott. Faktura ska vara så specificerad att det klart framgår uppdrag, beställarens kontaktperson och datum.

Fakturering kan ske elektroniskt via Expert systems, Nordea eller Pagero.

Om fakturering sker manuellt ska fakturan ställas ut till:

Västerbottens Läns Landsting  
Referenskod  
FE 5102  
838 77 Frösön

Landstinget betalar inte expeditions-, faktura-, eller andra avgifter från leverantören eller tredje part.

Betalningsvillkor

Om anledning till anmärkning mot faktura eller uppdraget inte föreligger, sker betalning inom 30 dagar räknat från fakturans ankomstdatum. Vid försenad betalning utgår ersättning enligt räntelagens bestämmelser.

I det fall landstinget helt eller till delar inte anser sig betalningsskyldig har landstinget rätt att innehålla omtvistat belopp. För det fall parterna är oense om endast del av faktura ska omtvistat belopp erläggas senast på förfallodagen.

**LAGAR OCH FÖRORDNINGAR**

Leverantören har det fulla ansvaret för att följa vid varje tidpunkt gällande lagar, förordningar, föreskrifter och allmänna råd som berör vad som avtalats. Leverantören är skyldig att kontinuerligt hålla sig underrättad om förändringar i dessa.

Leverantören får inte vidta åtgärd som kan åsidosätta lag eller som på annat sätt strider mot vad som vid varje tidpunkt under avtalsperioden gäller för denna typ av verksamhet.

**MARKNADSFÖRING**

Leverantören äger inte rätt att i reklam- och marknadsföringssammanhang använda landstingets namn eller det faktum att leverantören utfört uppdrag åt landstinget utan att ha inhämtat skriftligt medgivande från landstinget.

**ÄNDRINGAR OCH TILLÄGG**

Ändringar och tillägg i gällande avtal kan endast göras genom en skriftlig handling undertecknad av behöriga företrädare för parterna.

**ÖVERLÄTELSE AV AVTAL**

Detta avtal får inte överlätas på annan fysisk eller juridisk person utan parternas skriftliga godkännande.

**TVIST**

Tvist angående tolkning eller tillämpning av detta avtal och därmed sammanhängande frågor ska avgöras av svensk allmän domstol på landstingets hemort med tillämpning av svensk lag.

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