Terms and Conditions for Software-as-a-Service

1 General
2 Definitions
3 Services and License Grant
4 Hosting and Maintenance
5 Delivery and Support Services
6 Security and Privacy
7 Confidentiality
8 Fees
9 Term
10 Limitation of Liability
11 Validity
12 Law and Jurisdiction

Revision highlights

Page	Date	Author	Comment
3	2026-05-25	Fredrik Karlsson	Updated office addresses and added Web Manuals Spain S.L.U as contracting entity.
13	2026-10-02	Fredrik Karlsson	Clarified foreign-person access in light of Export Control compliance program.
14	2026-05-25	Fredrik Karlsson	Added clarifications to customer's Export Control oblgiations.
15	2026-05-25	Fredrik Karlsson	Added clarifications to Customer's export control obligations and authorized access by Web Manuals global team under certain circumstances.
23	2026-10-02	Fredrik Karlsson	Clarified clause in light of updated Export Control Compliance Program.

Copyright © 2026
Web Manuals International AB or its affiliates.
Unauthorized reproduction, distribution, transmission, modification or display of this document is prohibited.

Page	Date	Author	Comment
There are no change log comments for this revision.			

These Terms and Conditions constitute an integral part of the Software-as-a-Service Agreement between the Customer and one of the following Web Manuals entities (as applicable “Web Manuals” or "Supplier"):

(a) Web Manuals Sweden AB, a company incorporated under the laws of Sweden with offices at Neptunigatan 47, 211 18 Malmö, Sweden ("**WMSAB**"); or
(b) Web Manuals Americas AB, a company incorporated under the laws of Sweden with offices at Neptunigatan 47, 211 18 Malmö, Sweden ("**WMAm**"); or
(c) Web Manuals Inc., a company incorporated under the laws of the State of Delaware, USA, with offices at 250 West 55th Street, 17th Floor New York, NY 10019, USA ("**WMInc.**"); or
(d) Web Manuals Asia Pte. Ltd., a company incorporated under the laws of Singapore, with offices at 160 Robinson Road #22–01, #22-02 & #22-03, SBF Centre, Singapore 068914 ("**WMAsia**"); or
(e) Web Manuals Australia Pty Ltd, a company incorporated under the laws of Australia, with offices at Level 1, Tower 1/201 Sussex St, Sydney NSW 2000, Australia (“**WMAu**”); or
(f) Web Manuals MENA FZCO, a free-zone limited liability company incorporated in the Dubai Airport Free Zone with offices at the Dubai Airport Freezone, Dubai, UAE (“**WMMENA**"); or
(g) Web Manuals LATAM S.A., a company incorporated under the laws of Republic of Panama, with offices at MMG Tower, Piso 12, Ave. Paseo del Mar, Costa del Este, Panama City, Republic of Panama (“**WMLATAM**”); or
(h) Web Manuals Spain S.L.U., a company incorporated under the laws of Spain with offices at Carrer de Pere IV, 105, 109, Sant Martí, 08018 Barcelona, Spain (“**WMSpain**”).

This Software-as-a-Service Agreement governs the relationship between the Customer and the Supplier (hereinafter individually “Party” or jointly “Parties”) concerning the use of web-based services (“Services”) provided by the Supplier according to the following terms and conditions (herein referred to as "Terms and Conditions"), the Terms of Use and the Data Processing and Security Terms, available on ***www.webmanuals.aero***.

If the Terms and Conditions are in conflict with the Software-as-a-Service Agreement, the terms in the Software-as-a-Service Agreement shall prevail.

1.1 Agents

Each Party shall appoint two representatives – whose names shall be forwarded to the other party – to be able to make binding decisions for the party for the purposes of the Software-as-a-Service Agreement.

2.1 Application terms

2.1.1 The User

The term "User" refers to the natural or legal person who has been granted access to a registered User account by, or on request by, the Customer and thereby is granted access to the provided Services. The following user types exist:

Editors	Editors can edit manual page content and modules, participate in the review process and publish manuals for distribution as well as view reports and statistics.
Reviewers	Reviewers can read published manuals, preview upcoming revisions, and participate in the review process by accepting, rejecting and commenting modifications to manual pages.
Administrators	Administrators can distribute PDF documents, maintain document categories, monitor external content, and manage users and security settings, as well as everything available to editors and reviewers.
Readers	Readers can read published manuals according to the security settings managed by the Administrators and get notifications and reminders of unread manuals.

2.1.2 The Compliance Libraries

The term "Compliance Libraries" refers to a functionality within the Services, with content from aviation regulations and standards available as subscription licenses, allowing Editors and Administrators to create links to documents.

2.1.3 The Service

The term "Service" refers to a single application provided through the Internet with pre-defined functionality according to a requirement specification and with subscription terms according to these Terms and Conditions, to a limited group of Users who are authorized to have access to the Service.

2.1.4 The Services

The term "Services" refers to all contracted Services within the Web Manuals suite of applications, and any contracted additional software provided to any User in accordance with these Terms and Conditions and that have the characteristics and properties described on the Website, as may be revised, amended, supplemented or modified from time to time in accordance with clause 11.4.

2.1.5 Trial Service

The term "Trial Service" refers to a Service provided free of charge or that is under development or evaluation and that is marked with the words "free", "demo", "trial" or "evaluation" (or similar title).

2.1.6 The Content and Customer Data

The terms "Content" and “Customer Data” each refer to all visual, written or auditory data, personal data, information or material, such as documents, applications, text messages, media files, form data, web pages and similar materials uploaded to, transferred through, publicly posted or entered into the Services by the User.

2.1.7 Tokens

"Tokens" refer to units of computational capacity used for AI-powered features within the Services, such as content generation, editing, or analysis. Each Token represents a portion of processed text, typically a few words depending on language and context.
The Customer may purchase a fixed number of Tokens, shareable across its Admin and Editor Licenses. When the remaining balance of Tokens falls below a defined threshold (as specified in the Software-as-a-Service Agreement), an automatic refill of a new Token package is provided to the Customer and invoiced at the agreed fee. Token balances do not reset or expire and continue to accumulate across refills throughout the Subscription Period.

2.2 Commercial terms

2.2.1 Service License

The term "Service License" refers to a single User account or application feature provided through the Services, for which the Customer has agreed to subscribe to, according to the terms of this Software-as-a-Service Agreement.

2.2.2 Subscription Period

The term “Subscription Period” refers to the currently contracted period of time for which the Customer has agreed to pay for the use of the Services and for which the Supplier has agreed to deliver the Services, both in accordance with these Terms and Conditions.

2.2.3 Payment Period

The term “Payment Period” refers to the period of time for which the Customer has already paid for, is contractually bound to pay for, or has agreed to pay for, in order to use the Services in accordance with these Terms and Conditions.

2.2.4 The Website

The term "Website" refers to the Supplier's website ***www.webmanuals.aero*** or any of its subsidiary websites, links to which will be made available on ***www.webmanuals.aero***.

3.1 License

The Supplier hereby grants the Customer a time limited, non-transferable, non-exclusive worldwide right and license, according to the terms and conditions herein, for the Users to gain access to and usage of the Services during the Subscription Period.

The Supplier represents and warrants that the Service and the materials and documentation related thereto do not violate any third party rights, including intellectual property rights. The Supplier further warrants that it is granted rights to use any third-party software necessary for Supplier's provision of the Services according to these Terms and Conditions.

3.2 Intellectual property rights

The Supplier shall hold ownership of all intellectual property rights to the Services and related materials (including without limitation the Supplier's or the Supplier's affiliates' logos, trademarks, copyrighted or patented material, marketing material and technical solutions) or, alternatively, possess rights to the same. Such intellectual property rights and technical solutions may only be used by the Customer in the way specified in these Terms and Conditions.

Under no circumstances may the Customer or a third party acquire or seek to acquire intellectual property rights to the Services or the software or the technologies used in the Service or to any trade mark or other brand belonging to or used by the Supplier. Furthermore, the Customer certifies that it has not and will not file any intellectual property registrations implicating any intellectual property which is the same as or similar to intellectual property belonging to the Supplier. Access to the Services is licensed, not sold.

3.3 Suggestions

If the Customer or a representative of the Customer provides suggestions to the Supplier regarding the Services, the Supplier will be entitled to use the suggestions without any restrictions (hereinafter referred to as "Suggestions"). The Customer hereby irrevocably assign to the Supplier all right, title, and interest in and to the Suggestions.

3.4 Responsibility for Users

The Customer guarantees that the Users are linked by a relationship of employment, consulting arrangement, sub-contracted service provision or similar circumstances. If the Customer allows Users belonging to third parties to gain access to the Services, the Customer is responsible for these Users in the same way as for its own employees.

3.5 Granting Access

The Customer may grant Users access to the Services provided that the Users have agreed to the Terms of Use as defined on the Website.

3.6 Subcontractors

The Supplier has the right to use third party suppliers for the fulfillment of the duties stipulated in these Terms and Conditions. The Supplier is responsible for the subcontractor's work and services in the same way as for its own work and its own services. The Supplier's liability for any and all actions of Subcontractors it elects to hire or use for the fulfillment of the Software-as-a-Service Agreement is defined in clause 10.3 - Limitation of Liability. Furthermore, the Supplier shall ensure compliance with relevant data protection laws and regulations as well as the **Data Processing and Security Terms**, when using subcontractors under this Agreement.

3.7 Trial Services

Trial Services are provided free of charge, strictly on an "as is" basis, and to the extent permitted by law, without representations, warranties, or guarantees of any kind. Subject to clause 10.5, the Supplier is not responsible for any damages incurred as a result of, or in connection with, a Customer's or User's use of a Trial Service. The User may use a Trial Service in a manner consistent with the terms and conditions of herein, but the Supplier may at its discretion disable certain features of a Trial Service and set time limits on the User's right to use the same.

3.8 Marketing

The Supplier has the right to use the Customer's name and logo as a part of its marketing activities and marketing materials. For usage of the Customer as a reference beyond name and logo in marketing activities and marketing materials, the parties shall agree in writing upon the format and content before publishing. In no way shall this clause be interpreted to transfer any intellectual property rights to the Supplier. The Supplier acknowledges and accepts that the Customer's brand name and logo are registered trademarks of the Customer and it shall in no way attempt to register such trademarks.

3.9 Quality and Information Security Commitment

The Supplier is ISO 9001 and ISO 27001 certified and is committed to delivering a high quality and information security in all its undertakings and works to continuously improve its management system. The Supplier shall provide, upon request, current ISO 9001 and ISO 27001 certificates issued by an approved certification organization. The Supplier commits to support the Customer's compliance and risk management work by providing necessary reports and access to the Supplier's management system.

3.10 Browser and Client Compatibility

For the following browsers, the Web Manuals administration, portal and reader services shall work without functional limitations for Users:

1. Microsoft Edge: latest major release for PC
2. Firefox: latest major release for PC and Mac OS X
3. Google Chrome: latest major release for PC and Mac OS X
4. Safari latest major release for Mac OS X (Administration interface is only available with limited support)

The User's computer must have at least the following hardware specification for the administration interface to function without limitations:

1. Processor: 2 GHz or faster
2. Screen resolution: 1600×1200 or higher
3. Network Connection: 10 Megabit/s

The Web Manuals Reader App shall work without functional limitations for the following tablet devices:

1. Apple iPad 3 or later with most recent and second most recent major releases of iOS
2. Selected Windows-compatible devices with at least 9" screen size with latest major release of MS Windows

The Supplier commits to ensuring compatibility of the Web Manuals Reader App with new releases of tablet device operating systems within 60 days of the availability of a final release of new versions of the operating system.

4.1 Availability

The Supplier shall use all commercially reasonable efforts to keep the Services available twenty four (24) hours a day, seven (7) days a week with a secure hosting environment with redundant power and network provision. Notwithstanding the foregoing, the Supplier reserves the right to make the Services unavailable from time to time in order to install new releases, to perform maintenance, or to undertake activities to protect the Services or the information provided through them.

The Customer assumes all responsibility for ensuring that the Users have adequate and reliable access to the Internet. The Supplier is not responsible for any deficiency in Users' Internet connections or equipment. The Customer is aware and acknowledges that the Supplier has no control over whether Users will have access to the Internet at any particular time.

The Supplier will make all reasonable efforts to notify members of planned system changes three (3) days in advance by posting clear notices through the Services and by sending an e-mail notification to the Customer at the address provided by the Customer for e-mail notices.

The Supplier will make all reasonable efforts to continuously manage contracted requirements with, and monitor the performance of, its hosting suppliers to minimize the risk for unavailability and downtime caused by events and circumstances relating to failure in the transfer of data and problems inherent in the use of communication facilities.

Failures caused by the Customer not adhering to the Supplier's reasonable instructions or policies provided or made available to the Customer will always be considered circumstances beyond the Supplier's control.

4.2 Application upgrades

Standard components of Web Manuals are upgraded by the Supplier as new versions of Web Manuals are released. The Supplier shall ensure that documentation for new releases is available to Users at the time of the upgrade.

4.3 Planned maintenance work

The Supplier shall perform planned maintenance work and recurring security audits on the hosting environment. The Supplier may at any time, without prior notice, modify or relocate the hosting environment, transfer data and applications to another location or hosting environment, in accordance with clause 11.4.

Planned maintenance work shall, whenever possible, be conducted during the period of Friday 23:00 UTC until 06.00 Monday UTC or at any other time as advertised in advance in a service message. For extensive maintenance work, the Supplier shall notify the Customer no later than three (3) days before such work begins.

4.4 Backup

The Supplier shall, on a daily basis, produce backup copies of the Customer's data, Content, configurations, and templates so as to allow restoration of Services to a different hosting environment when required. Such backups shall be duplicated to a backup server on a different location from the hosting environment and archived for at least 30 days.

4.5 Content storage and export

Unless otherwise agreed between the Parties, Content is hosted and backups are stored in the following geographical regions:

Supplier's contracting entity	Location
Web Manuals Sweden AB	EU or UK
Web Manuals Americas AB	EU
Web Manuals, Inc.	USA
Web Manuals Asia, Pte. Ltd.	Singapore or EU
Web Manuals Australia Pty. Ltd.	Australia
Web Manuals MENA FZCO	EU, Singapore or UK
Web Manuals LATAM S.A.	EU or USA

The Customer has the right to request and receive any and all Content stored as a part of the Services in a storeable and transferable format, such as Word, PDF, JSON or comparable format. The Web Manuals Customer Support function shall expedite such requests in a timely manner. The Customer is entitled to request such export of Content one (1) time per calendar year at no cost. Further requests will be invoiced according to the Supplier's current price list.

4.6 Auditing of Supplier

4.6.1 Open Audits and Compliance Reports

The Supplier shall organize Open Audits on an annual basis to allow the Customer (together with other customers) participate in an audit of the Supplier's management system and hosting performance. To support the Customer's need to monitor the Supplier's operation, the Supplier shall ensure that current compliance reports are available at no cost.

4.6.2 Individual Audits

Furthermore, in order to perform an individual audit of the hosting facilities and management system, the Supplier shall grant access to the hosting facilities and management system of the Supplier. The Supplier shall grant such access within 14 days of having received a written request by the Customer. Audits may be performed by Customer staff, a representative of its authority, or contracted auditors from an approved audit organization. The Supplier will invoice the Customer for direct and labor costs incurred as a result of such an individual audit.

5.1 Delivery Project Services

5.1.1 Project Management

The project management for the delivery of the Web Manuals application to the Customer includes customer communication, meetings and planning required for completing the delivery ("Delivery Project") according to the standard Web Manuals Production Process set out below. Should the scope of the Software-as-a-Service Agreement change during the course of the Delivery Project, the amount of project management will change as well, and any additional work will be invoiced with the Customer's prior written approval. The Web Manuals Project Manager will report to the Customer's Project Team consisting of typically 2–3 people fully authorized to make decisions regarding the project.

5.1.2 Workshops

The agreed workshops may be conducted at the Customer's premises or as an online conference call. Participants will be the Project Team.

Structure Workshop	The Structure Workshop reviews existing manuals, decides structure of web documents for the Customer and decides structures of role and document categories.
Design Workshop	The Design Workshop reviews the Customer's design standards and best practice document designs before deciding and applying final design to documents and styles.
Launch Workshop	The Launch Workshop reviews the delivery project, prepares communication to users, and audits security settings before planning the launch of the project.

5.1.3 On-site or Online Training

The Web Manuals Editor Initial Training session is conducted on-site at the Customer's premises or as an online training, as agreed between the Parties, and will involve all editors and administrators. The training session consists of between four (4) and seven (7) hours of instructor-led training.

Course materials will be supplied during the training session. Each participant needs to have access to a computer meeting at least the minimum hardware specifications provided in Clause **3.10 – Browser and Client Compatibility** above.

All sessions provided by Web Manuals within and outside the scope of Delivery Projects are subject to Web Manuals' then-current **Cancellation Policy.**

5.1.4 Content Import (optional)

Import of Content (manuals, texts and images) and quality assurance of imported content may be offered at a fixed rate or at an hourly rate.

5.1.5 Content Update (optional)

Editing of Content (manuals, texts and pictures) in addition to the initial page structure and sample Content is offered at a fixed price per page or at an hourly rate by agreement. Implementation and import of user structure and personal data is offered in a separate agreement.

5.1.6 On-site Support (optional)

In connection with the training sessions, Web Manuals staff will provide support when editors start their work after the initial training session to ensure results as fast as possible, and with a high level of commitment.

5.1.7 Work beyond specification (optional)

For commissioned work beyond what is specified in the Software-as-a-Service Agreement and these Terms and Conditions, the Customer will be charged EUR 150 or USD 150 per hour depending on which Web Manuals entity the Customer has contracted with. The hourly fee includes everything required to carry out assignments, except expenses approved by the Customer. The Customer has the right to request a current price list for the services ordered.

5.2 Customer Commitment

The Customer undertakes to provide feedback and / or quality-controlled materials in accordance with established deadlines in the agreed schedule. If these commitments are not met, additional costs and delays may result.

5.3 Customer Support function

The Supplier shall provide the Editors and Administrators of the Customer with access to the Customer Support function of the Supplier by Internet, phone and e-mail. The Customer Support function provides support regarding operation of the Services, available functionality, and recommended configurations and best practices.

5.3.1 Availability

Support is provided by the Supplier's Customer Support function by responding to questions or registering issues in the Supplier's issue management system.

5.3.2 Costs

Support is provided at no additional cost for Users with valid Web Manuals Editor or Web Manuals Administrator licenses that have completed Web Manuals Initial Training for Editors.

The Supplier reserves the right to charge the Customer for support to Users who have not undergone necessary training in the use of the Services.

5.3.3 Documentation

The Supplier shall maintain a record of the Customer's current configuration in the form of specifications, delivered services and submitted error reports.

The Supplier shall document the measures applied in corrective actions to reported errors and make the documentation available to the Customer through the Supplier's Customer Support system.

5.4 Customer commitments

5.4.1 Error reporting

The Customer shall inform its Editor and Administrator users that they may report errors via the Supplier's Internet, e-mail or telephone support service.

5.4.2 Assistance in troubleshooting

The Customer shall provide reasonable assistance to the Supplier in assisting with troubleshooting and reproducing application errors to facilitate swift resolution of errors.

5.4.3 Testing before error reporting

The Customer commits to maintaining a computer with latest version of an internet browser fulfilling the requirements detailed in clause **3.10 – Browser and Client Compatibility** in order to verify that an error is not derived from the Customer's computer environment.

5.5 Training-as-a-Service (Academy+)

5.5.1 Introduction

The Customer may elect to subscribe to add-on Licenses for Academy+, the Supplier's Training-as-a-Service offering. By subscribing to Academy+, the Customer agrees to the provisions set out below, in addition to these Terms and Conditions for Software-as-a-Service.

5.5.2 Service tiers

The Supplier offers three subscription tiers for Academy+ with the following Service tiers:

Tier	Offering
Basic	• Two (2) Instructor-Led Courses (ILC's) per calendar year for Editor Training. • Access to Absorb (Web Manuals' LMS) online, feature-based courses.
Standard	• Open ILC training included (subject to availability and capacity). • Access to Absorb (Web Manuals' LMS) online, feature-based courses to supplement live training.
Premium	• Open & Private ILC training included in the price (subject to availability and capacity). • One (1) onsite training included per calendar year (excluding travel costs, travel hours, and accommodation for instructors). • Access to Absorb (Web Manuals LMS) online, feature-based courses to supplement live training.

5.5.3 Training Session Policies and Limitations

The Supplier reserves the right to cancel an Open ILC training with fewer than three (3) participants by providing a one-hour email notice. In such cases, participants will be offered a replacement session within 30 days of the original training session date.

The Supplier reserves the right to prioritize participants to an Open ILC training who have not been trained over repeat participants at its sole discretion.

The Supplier reserves the right to limit the capacity for a Private and/or Onsite ILC training at its sole discretion.

5.6 Disclosure of foreign-person access

5.6.1 Global delivery model

The Supplier operates a follow-the-sun support and engineering model. Personnel are located in:

- Sweden – Web Manuals International AB, Web Manuals Sweden AB
- United States – Web Manuals Inc. (San Diego, New York)
- Singapore – Web Manuals Asia Pte. Ltd.
- Australia – Web Manuals Australia Pty Ltd.
- Spain – Web Manuals Spain S.L.U.

5.6.2 Foreign personnel

“Foreign Personnel” means the Supplier’s personnel who are not U.S. Persons with the meaning of 22 C.F.R §120.62 and 15 C.F.R §772.1.

5.6.3 Acces scope

To deliver Support Services, Customer Success and Engineering Services, Foreign Personnel may, on a strict need-to-know basis and only in connection with the Customer's authorized support requests or platform operations, be granted time-limited and logged access to the Customer's Content.

5.6.4 Boundaries

Such access is for the sole purpose of delivering the Services. It does not constitute a license to re-disclose, re-export or transfer that Content. Foreign Personnel are bound by written confidentiality obligations and the Web Manuals Technology Control Plan.

5.6.5 Legal basis

The Customer's prohibition on uploading export-controlled Content set out in **6.3 – Export Compliance** is the basis on which such foreign-person access is permitted under the EAR's deemed-export rules.

5.6.6 Customer right to elect

The Customer may elect, by written notice, to be served only by U.S. Persons (subject to availability and SLA implications, if applicable). The Parties shall agree to any consequential commercial terms.

6.1 Content and data integrity

The Supplier shall make all reasonable efforts to ensure the data integrity of Content generated electronically, stored in, or transmitted through the Services.

In case of loss or distortion of Content attributed to the behavior by the Customer or a User, which is due to gross negligence, recklessness, intentional misconduct, or product misuse, the Supplier reserves the right to charge the Customer for the direct costs incurred due to the error inspection and subsequent restoration of Content. The total amount of compensation that the Supplier may charge, per incident, shall in no event ever exceed EUR 10 000 or USD 10 000, depending on which Web Manuals entity the Customer has contracted with.

The Supplier shall inform the Customer if the Supplier intends to claim any such compensation before such inspection and/or restoration work is initiated.

6.2 Security and passwords

6.2.1 Liability

The Customer shall ensure that the identities, passwords and comparable information which each User has been given during the registration process, are stored and used safely and are not accessible and thereby at risk of being made available to others. The Customer is responsible for any and all use of the Services through a User's account, whether authorized or unauthorized. The Supplier has no liability for any loss or damage arising out of the Customer's breach of these obligations.

6.2.2 Security policy

The Supplier shall make all reasonable efforts to ensure the security of the Services. The Supplier's security work is described in the document *Web Manuals Data Processing and Security Terms*, available on the Website.

6.3 Export Compliance

6.3.1 Compliance with export and sanctions laws

The Customer represents, warrants and undertakes that:

(a) it is not, and is not owned or controlled (directly or indirectly), 50 % or more, individually or in the aggregate, by any person or entity listed on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List (SDN List), the U.S. Department of Commerce's Denied Persons List, Entity List or Unverified List, or any comparable restricted-party list maintained by the European Union, the United Kingdom, Sweden, Singapore or Australia;

(b) it is not located, organized or resident in any country or territory that is the subject or target of comprehensive economic sanctions administered or enforced by the Office of Foreign Assets Control (OFAC), the European Union, the United Kingdom (including HM Treasury), or any other applicable governmental authority;

(c) it shall not directly or indirectly export, re-export or otherwise make available the Services to any person or entity described in paragraph (a) or in, for the benefit of, any country or territory described in paragraph (b); and

(d) the Customer shall not use, and shall not permit any User to use, or access the Services in connection with any prohibited end use, including, without limitation, the development, production, handling, operation, maintenance, storage or dissemination of chemical, biological or nuclear weapons, missiles capable of delivering such weapons, or any other end use prohibited under applicable export control or economic sanctions laws and regulations.

The Customer Agrees to notify the Supplier in writing without undue delay if any of the warranties set out above cease to be true.

The Customer's representations and obligations in this Section apply with respect to the export control and sanctions laws of the United States, the European Union, the United Kingdom, Sweden, Singapore, Australia, and any other jurisdiction whose law applies to the Customer's use of the Services. Where any of these regimes imposes a stricter obligation on the Customer than the others, the stricter obligation prevails.

6.3.2 Customer Content classification

The Customer shall not upload, store or process through the Services any Content that is: (a) classified as a defense article, defense service or technical data on the United States Munitions List under the International Traffic in Arms Regulations ("ITAR"); or (b) controlled under the U.S. Export Administration Regulations ("EAR") for any reason other than Anti-Terrorism (including without limitation National Security, Missile Technology, Nuclear Nonproliferation, Chemical & Biological Weapons, Crime Control, Regional Stability or Encryption Items), unless the Parties have entered into a separate written addendum expressly authorizing such Content.

The Customer is solely responsible for the classification of its Content and for compliance with all applicable export control and sanctions laws.

6.3.3 Authorized foreign-person access

The Customer acknowledges and agrees that, in delivering the Services, Web Manuals personnel located outside the United States may, on a strict need-to-know basis and only in connection with the Customer's authorized support requests or platform operations, access the Customer's Content. Such access is logged.

Where the Customer's Content includes Content that is, or becomes, subject to ITAR or to the EAR for reasons other than Anti-Terrorism, foreign-person access shall be suspended pending the Parties agreeing on lawful alternative arrangements (which may include migration to an ITAR-compliant tier or the negotiation of a Technical Assistance Agreement).

6.3.4 Suspension or termination

The Supplier may suspend access to the Services, or terminate the affected portion of the Services, on written notice if it has reason to believe that the Customer is in breach of this Section. The Supplier shall not be liable to the Customer for any consequence of such suspension or termination.

6.4 Customer's responsibility for User Content

The Customer is responsible for monitoring the usage of the Services and shall be liable to the Supplier for control of the Content that is stored within, transferred to and/or from, or published from the Services. The Customer is furthermore responsible for ensuring that Content processed by the Users and / or individuals using the Users' accounts, does not infringe on any third party's rights or is otherwise in breach of applicable laws and regulations and that the Customer holds such necessary licenses from third parties that may be required for the Content to be processed as a part of the Services. Furthermore, the Customer is responsible for ensuring that its Users do not violate the **Terms of Use** available on the Website.

6.5 Submissions

6.5.1 Use and ownership

Any and all content, data, graphics, images and other information that the Customer and its Users transmit through the Services ("Submissions") shall remain the Customer's sole and exclusive property. The Customer retains all intellectual property rights to, and shall be solely responsible for, its Submissions.

The Customer agrees to only provide information that it deems suitable for publication using the Services. The Customer may only provide the Services with information in the form of text, numbers, documents and digital media intended to be read and understood by the Users of the Services.

By transmitting Submissions through the Services, the Customer hereby grants the Supplier and its successors a limited (for the duration of validity of the Software-as-a-Service Agreement), worldwide, non-exclusive, revocable (only upon termination of the Software-as-a-Service Agreement), royalty-free, sub-licensable and transferable license to use, copy, display, transmit or otherwise distribute the Customer's Submissions through the Services solely to the extent necessary to provide the Services to Customers as well as for the development of the Web Manuals suite of applications. Any sub-licensing or transfer of the said license may only be to an entity within the same corporate group as the Supplier or contracted third-party suppliers, with the provision that the sub-licensing entity is bound to the same license terms except the right to sub-license or transfer any further; and the Supplier shall nevertheless remain responsible to the Customer for the sub-licensed Submissions.

The Customer shall grant each User of the Services a non-exclusive license to access the Customer's Submissions through the Services and to use, copy, display, transmit or otherwise distribute its Submissions in relation to their use of the Services.

Except as set forth above, nothing in the Software-as-a-Service Agreement or these Terms and Conditions shall be construed as conveying any ownership, license, or any other interest whatsoever in or to any of the Customer's intellectual property (including without limitation the Customer's or the Customer's affiliates' logos, trademarks, copyrighted or patented material, photographs of the Customer's or the Customer's clients' aircraft or any other marketing material) to Supplier or any other third party.

Information provided through Submissions that is used, transmitted, distributed or displayed by the Supplier for other purposes than as part of the Services shall only be used, transmitted, distributed or displayed in the form of generic statistical data (for the purpose of these Terms and Conditions, "generic statistical data" means anonymized aggregated data gathered from at least three different customer companies).

6.5.2 Accuracy of and responsibility for information

All Submissions provided through the Services are provided by the Users of the Supplier's Services. The Supplier has no control over, and fully disclaims any form of responsibility or liability with respect to, the quality, accuracy, legality, truth or completeness of any Submissions provided by the Users or the ability of Users to provide such Submissions.

7.1 Mutual confidentiality undertaking

Each Party undertakes not to disclose information that it has received from the other Party under the Software-as-a-Service Agreement to any third party, or otherwise make such information available to third parties. The "third party" referred to in this clause are not Users who have access to the Services unless User permissions and access to the Services have been expressly limited by the Customer.

Each Party undertakes to impose confidentiality agreements with equivalent terms with any and all personnel employed or contracted for work in the project, or that work in the other Party's premises.

Such confidentiality does not apply to information that one Party can demonstrate to have been made known to it by other legal means outside the scope of the Software-as-a-Service Agreement or information which exists in the public domain. Furthermore, the confidentiality of the Software-as-a-Service Agreement shall not apply if either party is obliged to disclose information by virtue of laws, governmental regulations or court orders.

The Supplier shall use all reasonable effort to maintain confidentiality of submitted Content and if the Supplier learns of any breach of confidentiality it will immediately inform the Customer of such a breach and take steps to correct it.

The confidentiality of the Software-as-a-Service Agreement shall be applicable for a period of three (3) years after the expiry or termination of the Software-as-a-Service Agreement.

If a non-disclosure agreement or similar confidentiality undertaking has been entered between the Parties prior to the Software-as-a-Service Agreement was executed, the confidentiality clauses of these Terms and Conditions shall prevail in the event of any discrepancies.

7.2 Audit of Content

The Supplier has the right to audit the Content that is managed, collected, edited, published, distributed or otherwise made available through the Service at any time without prior approval from the Customer solely to the extent necessary to ensure that there is no Content in breach of the Software-as-a-Service Agreement, these Terms and Conditions, or the Terms of Use. Any such auditing activities shall be reported to the Customer as soon as possible after the completion of the audit. The Supplier also reserves the right to analyze usage patterns in an aggregated and anonymized form such that neither Customer nor any of its Users can be identified.

7.3 Confidentiality of audits

With the exception of the Supplier being subject to legal requirements, governmental regulations or court orders, the Supplier is not entitled to disclose audited Content and must ensure that the above confidentiality is upheld.

In the event that the Supplier is requested or required by subpoena, legal requirements, governmental regulations or court order to disclose any of the audited Content, the Supplier will provide immediate written notice of such request to the Customer and will use reasonable efforts to resist disclosure, until an appropriate protective order may be sought, or a waiver of compliance with the provisions of clause **7. Confidentiality.**

The application Web Manuals is a web-based subscription service to which the Customer subscribes for a certain number of Users per year. The Customer will be invoiced for a period of 12 months in advance, based on the number and type of Users ("Payment Period"). The Customer shall pay within twenty (20) days net upon receipt of an invoice, unless otherwise agreed.

8.1 Adding or removing Service Licenses

Changes in the number and type of Service Licenses will be compiled at regular intervals. An increase in the number of Service Licenses of each type will be invoiced directly until the end of the current Payment Period ("Additional Service Licenses"). Any Additional Service Licenses shall be subject to the then-current pricing available on the Website. The Supplier does not offer any refunds or credits in the event that the Customer chooses to remove Service Licenses during the Subscription Period.

8.2 Changes to pricing

The Supplier has the right to amend fees for the Services at any time. Such changes will come into effect as the Supplier posts a new pricing structure to the Website and/or by sending the Customer a notification by e-mail, and will apply to subsequent Subscription Periods, except for Additional Service Licenses during the Subscription Period as set out in clause 8.1. If the Customer chooses to terminate this Agreement as a result of such change in pricing, the pricing structure for the Customer shall be unchanged for the remainder of the termination period. Such termination shall be in accordance with clause 9.1 - Discretionary termination.

8.3 Indexation

The contracted fees shall be increased with 4 per cent annually for subsequent Payment Periods to reflect increased operational costs for the provided Services.

8.4 Suspension of Services

If the Customer fails to pay in accordance with the stipulated conditions, the Supplier reserves the right to cease or suspend (at its own option) provision of the Services to the Customer. Such ceasing or suspension may take place only after a reminder has been sent to the Customer and no earlier than ten (10) business days after such a reminder has been sent.

8.5 Late payments

Interest is charged on outstanding invoices at 1.5 per cent per month from the due date until payment is completed. Items not paid may be transferred to a debt collector or claimed through appropriate legal action. To the extent permitted by law, all costs of such proceedings will be transferred to the Customer. The Customer must use its best endeavors, in case an invoice is lost or not delivered in time due to causes beyond the Supplier's control, to complete its payment.

8.6 Invoice Claims

The Customer shall promptly notify the Supplier if the invoice is considered to be faulty. If this has not been done within ten (10) days after invoice date, the Customer loses the right to contest the invoice.

If an amount is disputed by the Customer, the Customer shall be granted a deferred payment until the dispute is resolved. The Customer will pay the any undisputed amount in accordance with these Terms and Conditions. Interest will be charged on the part of the amount that is found to be correctly payable by the Customer.

8.7 VAT, sales tax and withholding taxes

All fees for the Services referred to in the Software-as-a-Service Agreement are exclusive of value-added tax (VAT), goods and services tax (GST), sales tax or similar taxes.

If the Customer is obliged by law in their jurisdiction to make a deduction for any taxes deriving from the invoices for the Services, the Customer shall pay the Supplier such additional amounts as may be necessary to ensure that the Supplier receives a net amount equal to the full amount that would have been received, had the payment not been made subject to such withholding.

8.8 Discounts

If the Software-as-a-Service Agreement includes any discounts on fees, such discounts shall only be valid for the first Payment Period unless stated otherwise in the Software-as-a-Service Agreement or agreed upon in writing between the parties.

9.1 Discretionary termination

Either party may terminate the Agreement upon at least one (1) month's written notice to the other party. Contracted and unpaid licenses for the remainder of the current Subscription Period will be due for immediate payment upon termination of the Software-as-a-Service Agreement. The Customer is entitled to a refund of the value corresponding to the remaining amount as calculated using the remaining Subscription Period and paid license costs if the Supplier terminates the Software-as-a-Service Agreement without cause in accordance with this clause 9.1 - Discretionary termination.

9.2 Access restrictions due to breach of terms

In the event that the Customer materially breaches the terms of the Software-as-a-Service Agreement, the Supplier has the right to immediately disable access for any or all Users to any or all of the Services; or disable any or all of the Services; or to prematurely terminate the Software-as-a-Service Agreement by written notice. The following provisions shall always constitute a material breach of the Software-as-a-Service Agreement:

(a) The Customer or any User uses the Services to commit or perpetrate any violation of applicable criminal law;
(b) the Customer or any User uses the Services in a manner that causes loss or risk of material loss to the Supplier or any third party;
(c) the Customer or any User uses the Services in any way in breach of the Supplier's security and administrative provisions;
(d) disseminating the Content would violate applicable law;
(e) the Customer or its ultimate beneficial owner(s) is added to the OFAC List of Specially Designated Nationals and Blocked Persons (commonly known as the "SDN List") as made pursuant to Executive Order 13224 issued by the President of the United States on September 23, 2001.
(f) the Customer or any User attempts to access or accesses resources or systems without authorization; or
(g) the Customer or any User is in material breach of the **Terms of Use**, as made available on the Website.

If the Supplier disables access for any Users, disables any Services or terminates the Software-as-a-Service Agreement according to this clause, the Supplier shall inform the Customer immediately.

9.3 Mutual right to termination due to breach of terms

A party may terminate the Software-as-a-Service Agreement with immediate effect by notice in writing to the other party in case the other party a) is in breach of any of its obligations under the Software-as-a-Service Agreement and fails to remedy the breach within thirty (30) calendar days after receiving notice in writing specifying the breach; or b) becomes the subject of bankruptcy, insolvency, liquidation, winding-up, receivership or any similar institution or event.

Furthermore, the Supplier shall be entitled to terminate the Software-as-a-Service Agreement by giving notice in writing within thirty (30) calendar days if the Customer undergoes a Change of Control event to a competitor of the Supplier as determined by the Supplier. A Change of Control has occurred if a natural or legal person acquires (directly or indirectly);

- shares of the Customer amounting alone or in aggregate to 50 % or more of the voting or economic interests of the Customer;
- the power to control the appointment or dismissal of a majority of the directors of the Customer; or
- the capacity to control the financial and operating policies or management of the Customer.

Notwithstanding the provisions of this clause, the Supplier may, at its own discretion, consent to a Change of Control event in accordance with clause 11.5 - Assignment of Agreement.

9.4 Responsibility for Content at termination

When a Service or the Software-as-a-Service Agreement is terminated in part or in full, the Supplier is not responsible for the Content generated within the framework of the Services. Consequently, the Customer must make sure that necessary backup copies of the Content have been secured.

9.4.1 Deleting Content on termination

After either Party's termination of the Services, the Supplier has the right to, immediately following the end of the Subscription Period, delete and destroy all Content related to the Services. The Supplier shall provide a written notification to the Customer of such deletion of Content no less than thirty (30) days in advance and offer to provide the Customer with a copy of Content and any Customer data, files, e-mail content, configurations, logs, templates, backup copies or other information stored as a part of the Services, in accordance with clause 4.5 - Content storage and export.

9.4.2 Deleting copies of Content upon termination

When a Service or the Software-as-a-Service Agreement is terminated for any reason whatsoever, the Supplier has the right to and undertakes to permanently delete and destroy all copies of the Customer's Content in connection with the Service in accordance with the then-current backup management policies of the Supplier.

9.5 Contract in force after termination

Clause 7 - Confidentiality and 10 – Limitation of Liability shall continue to apply after termination of the Software-as-a-Service Agreement.

9.6 Relocation of domain names

Upon termination, the Supplier shall use reasonable endeavors to support the Customer in the relocation of domains. Any such work will be invoiced in accordance with the Supplier's current price list.

10.1 Outage

The Customer is not entitled to compensation for damages in the event of outages or errors that prevent data communication on the Internet or limit availability of the Services and any contracted additional software. The Customer's rights to terminate the Software-as-a-Service Agreement are defined in clause 9.3 - Mutual right to termination due to breach of terms for the right to terminate the Software-as-a-Service Agreement due to outages.

10.2 Claims for loss of data

The Supplier exercises no control over Content uploaded to, transferred through, publicly posted, processed or entered into the Supplier's servers by Users.

The Supplier is not liable to the Customer in case of corruption or loss of data or other errors or omissions in the Services, which may or may not depend on the Supplier. Errors must be reported by the Customer according to the current instructions as posted on the Website.

The Supplier is not liable for any intrusion of the Supplier's computer or server resources and subsequent acquiring of access to, destruction, or distortion of information. The Supplier is not responsible for any defamatory information available on the Supplier's servers, but shall act in a timely manner to inform the Customer in such an event.

10.3 Limitation of Liability

The Parties' liability and indemnification obligations under the Software-as-a-Service Agreement are limited to, and shall under no circumstances exceed, the total amount of license fees for the Services paid and due during the last 12 months. Neither Party shall be liable towards the other Party for any loss of profits or revenue, anticipated savings, or any special, incidental, indirect, exemplary, punitive, or treble damages of any kind whatsoever in connection with the Software-as-a-Service Agreement or these Terms and Conditions. Limitation of liability does not apply to cases of gross negligence or wilful misconduct of either Party.

10.4 Claims by third parties

Subject to the limitations of liability in this Agreement, Customer shall indemnify, hold free and harmless, assume liability for, and defend Supplier and/or third parties and their affiliates, directors, officers, employees, and agents from any and all losses, liabilities, damages, costs and expenses including, but not limited to, reasonable attorneys' fees, reasonable investigative and discovery costs, court costs, and all other sums which Supplier may pay or become obligated to pay on account of any, all and every demand for claim or assertion of liability, or any claim or action founded thereon, suits or proceedings, arising out of, relating to, or allegedly arising out of or relating to the use of the Services by Customer or any of its users as a part of this Agreement from third parties, except in the case of gross negligence or reckless or intentional misconduct of Supplier.

10.5 Indemnification from use, abuse, infringement or violation

Subject to the limitations of liability in this Agreement, Supplier shall indemnify, defend and hold harmless Customer, its affiliates, and their respective directors, officers, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, liens, and demands brought or maintained by one or more parties for damages, liabilities, losses (including without limitation reasonable attorneys' fees and expenses) ("Customer Losses") to the extent such Customer Losses arise out of or accruing from the infringement by the Services of the intellectual property rights or other proprietary rights of a third party, provided, however, that Supplier shall not be liable for any such Customer Losses if and to the extent it is caused by:

(a) use of the Services for other than its intended purpose or use of the Services not in accordance with any instructions provided by Supplier in writing,
(b) a modification of the Services made by any other party than, or not authorized by, Supplier, or
(c) the combination, operation or use of the Services together with any other products, system or environment for which it is not designed and/or that are inconsistent with the intended use of the Services.

10.6 Indemnification from violations of export laws

The Customer shall indemnify the Supplier and/or third parties and its affiliates, directors, officers, employees, and agents from any and all fees, fines, damages, costs and expenses including, but not limited to, reasonable attorneys' fees, reasonable investigative and discovery costs, court costs, and all other sums which the Supplier may pay or become obligated to pay on account of any, all and every demand for claim or assertion of liability, or any claim or action founded thereon, suits or proceedings, arising out of, relating to, or allegedly arising out of or relating to (i) the Customer's breach of Clause **6.3 - Export Compliance**, including any misclassification or unauthorized upload of Content subject to export control to the Services, or ii) the use of the Services by Customer or any of its users in a manner that causes Web Manuals to violate any export laws.

10.7 General disclaimer of warranties

To the extent permitted by law, Supplier expressly disclaims all warranties with respect to the Services, other than explicitly set forth in this Agreement, whether express or implied, including the merchantability, non-infringement or fitness for a particular purpose of the Services, including that the Services will produce accurate or reliable results, or be continuously available, error- and defect-free, or completely secure.

Customer understands and expressly agrees that its use of the Services is at its sole risk and that the Services provided "as is" and "as available" without warranty of any kind.

The use of the Services by the Customer and any material downloaded or otherwise obtained through the use of the Services is at the own discretion and risk of Customer and Customer is solely responsible for any damage to computer systems or other devices or loss of data that the Customer may suffer from such use.

10.7.1 Disclaimer for Products in Web Manuals Store

The Web Manuals Store Products (hereinafter "Product" or "Products") may optionally be made available as a part of the Services and may contain content, functionality and/or professional services provided by the Supplier or third parties to the Customer through the Service "Web Manuals Store". Use of a Product does not imply any transfer of ownership of any intellectual property rights in or related to the Product.

A Product in the Web Manuals Store may have additional terms and conditions associated with it that the Customer must accept before accessing or using such Product. Accepting such terms and conditions may mean that the Customer enters into a separate agreement with the third-party provider of the Product. Furthermore, Content derived from a Product may have third-party intellectual property rights associated with it and may, as a consequence, have functional limitations when accessed, modified, published or distributed through the Services.

A third-party Product in Web Manuals Store is the sole responsibility of the third-party provider which has developed the Product, which may be software, content, digital material, and/or other items and services. The Supplier may, at its own discretion, review third-party Products to determine if they are illegal or violate Web Manuals Store Program Policies, and the Supplier holds the right to remove or refuse to distribute Products that can be reasonably perceived as violating policies or applicable law.

10.7.2 Disclaimer for Compliance Libraries

Compliance Libraries are consolidated versions of aviation regulations and/or standards that are made available directly by the Supplier or through the Web Manuals Store as content Products. Compliance Libraries have been prepared by the Supplier or a third-party provider with the aim of offering the Customer consolidated and current access to aviation regulations and standards. The Compliance Libraries are prepared by combining officially published texts of the regulations and/or standards with all their respective amendments as published by their respective originators. The format of the Compliance Libraries may have been adjusted in order to improve readability and to enable the establishing of cross references from individual Compliance Library items to documents within the Services.

Notwithstanding the commercially reasonable efforts to maintain the Compliance Libraries in a timely manner and to ensure their completeness and correctness, the Compliance Libraries are not official publications of the regulations and standards and the Supplier, or as may be the case, the third-party provider, accepts no liability for damage of any kind resulting from the risks inherent in the use of the Compliance Libraries.

10.8 Insurance

The Supplier undertakes to maintain liability insurance with a minimum liability insurance limit of EUR 1 000 000 or USD 1 000 000 and a minimum professional indemnity insurance limit of EUR 200 000 or USD 300 000, with choice of currency as designated in the Software-as-a-Service Agreement.

10.9 Force majeure

Neither Party shall be liable for any damages or losses due to the performance of this Agreement being prevented or impeded by any circumstance beyond that Party's reasonable control (excluding payment obligations) – including, but not limited to war, government orders or other government regulations, civil disturbance, labor disputes, lightning, fire, natural disasters, adverse weather conditions, restrictions in energy or network supply, accidents, transport or delays in performing services by suppliers on account of events as stated above, the general lack of transport or goods or other similar circumstances.

11.1 Language

This Agreement is in English, and the English-language version of this Agreement shall be conclusive in all respects. Any non-English language version of this Agreement is provided solely for reference and have no interpretative or evidentiary value.

11.2 Validity of Agreement

If any part of this Agreement for any reason is found invalid, the validity of this Agreement as a whole shall remain. The ineffective clause shall be replaced with another one, as far as the law allows, which most closely reflects the financial purpose and intention of the original clause.

11.3 Entire agreement

This Agreement (including all addendums) constitutes the entire legal agreement between Customer and Supplier and governs Customer's use of the Services and completely replaces any prior agreements between Customer and Supplier in relation to the Services.

This Agreement is not intended to confer a benefit on, or to be enforceable by, any person who is not a party to it.

Customer's purchase orders are for its internal administrative purposes only and the terms and conditions contained therein shall have no force and effect and will not modify this Agreement.

11.4 Amendments and Additions

Subject to the right of Supplier to change this Agreement as provided below, amendments and additions to this Agreement shall be made in writing, signed by both parties in order to be valid.

Supplier reserves the right to at any time and without notice change this Agreement and the scope, structure, design, operation, technical specifications, features, function and/or terms of the Services (hereinafter "Modifications").

Supplier must inform the Customer of such Modifications that may materially affect usage of the Services if such Modifications might be considered detrimental to the Customer. Such Modifications shall be communicated through the Website and/or by e-mail with 30 days' prior notice to Customer.

11.4.1 Effectiveness

Modifications will become effective, and will be deemed accepted by Customer, on the date specified in the notice, which will be no sooner than 30 days after the changes are posted (except changes required by law which will be effective immediately).

11.4.2 Right to terminate

If such Modifications cause substantial disadvantage to Customer, Customer may, by written notification, terminate this Agreement effective no later than the stated effective date of the Modifications, which will be Customer's sole and exclusive remedy. Customer agrees that Customer's continued use of Services constitutes Customer's agreement to the Modifications of this Agreement and/or the Services.

11.5 Assignment of Agreement

Neither Party shall have the right to assign any or all of its rights or obligations under this Agreement without the other Party's prior written consent, which consent shall not unreasonably be withheld. The foregoing notwithstanding, prior written consent shall not be required in connection with a merger, consolidation, or a sales having the effect of a change of control of a Party, except if such merger, consolidation or sale is with a competitor of the other Party.

11.6 Electronic Signatures

This Agreement may be executed in one or more counterparts, each bearing the signatures of one or more parties. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Agreement, a document signed and transmitted by electronic means (such as in PDF format via e-mail or through a third-party electronic signature provider) is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

Any dispute, controversy or claim arising out of or in connection with the Software-as-a-Service Agreement, or the breach, termination or invalidity thereof, shall be finally settled in accordance with this clause **12. – Law and Jurisdiction**. The language to be used in any such proceedings shall be English, unless otherwise agreed by the parties.

The governing law of this Software-as-a-Service Agreement and the location of proceedings in the event of a dispute is dependant on the Supplier's contracting entity as set out below:

Supplier's contracting entity	Governing law	Location of proceedings
WMSAB	Substantive laws of Sweden	Swedish public courts with Malmö District Court as the first court of instance
WMAm	Substantive laws of Sweden	Swedish public courts with Malmö District Court as the first court of instance
WMInc	The laws of the State of New York, without regard to principles of conflicts of law. Each of the parties hereto agrees that the Software-as-a-Service Agreement involves amounts in excess of those required under the choice of law provisions of the New York General Obligations Law. Furthermore, each of the parties hereto irrevocably and unconditionally confirms and agrees that it is and shall continue to be (i) subject to the jurisdiction of the state courts of the State of New York, and (ii) subject to service of process in the State of New York.	Each party hereto hereby irrevocably and unconditionally (a) consents and submits to the exclusive jurisdiction of the United States District Court for the Eastern District of New York (provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the City of New York) for any actions, suits or proceedings arising out of or relating to the Software-as-a-Service Agreement or the transactions contemplated by the Software-as-a-Service Agreement (and agrees not to commence any litigation relating thereto except in such courts), (b) irrevocably waives, and agrees not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that the Software-as-a-Service Agreement or the transactions contemplated by the Software-as-a-Service Agreement may not be enforced in or by any of the above-named courts, and (c) acknowledges and agrees that any controversy that may arise under the Software-as-a-Service Agreement is likely to involve complicated and difficult issues, and therefore each such party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation directly or indirectly arising or relating to the Software-as-a-Service Agreement or the transactions contemplated by the Software-as-a-Service Agreement.
WMAsia	The laws of the Republic of Singapore	The Public Courts of Singapore
WMAu	The laws of New South Wales, Australia	The Public Courts of New South Wales, Australia
WMMENA	The laws of Emirate of Dubai and the applicable federal laws of the United Arab Emirates	Dubai Courts (excluding the DIFC courts)
WMLATAM	The laws of the Republic of Panama	Courts of Justice of the Republic of Panama
WMSpain	Substantive laws of Spain	The Public Courts of Spain with Barcelona District Courts as the first court of instance.