



General Terms of Service

Business customers — IT services, cloud subscriptions and hardware

Version 1.0 · Effective: 24 September 2026

This document forms part of the Agreement between Nord Node AB and the Customer. It applies where an Order Form has been signed and does not apply to use of Nord Node's website, which is governed by the [Website Terms of Use](#).

1. About these Terms

- 1.1 These General Terms of Service (the "**General Terms**") apply to all services and products that Nord Node AB, reg. no. 559493-4936, with its registered office in Göteborg, Sweden ("**Nord Node**", "**we**", "**us**") provides to a business customer (the "**Customer**", "**you**").
- 1.2 Nord Node contracts only with companies, public bodies and other organisations acting in the course of business or official activity. Our services are not offered to consumers. By entering into an Agreement, you confirm that you are not acting as a consumer.
- 1.3 Nord Node and the Customer are each a "**Party**" and together the "**Parties**".

2. Definitions

- 2.1 In the Agreement, the following terms have the meanings set out below.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where control means more than 50% of the voting rights.

"Agreement" means the Order Form together with the documents listed in section 3.1.

"Authorised Contact" means a person the Customer has named in the Order Form or later in writing as authorised to request changes, approve work and give instructions on the Customer's behalf.

"Business Day" means Monday to Friday, excluding Swedish public holidays, Midsummer Eve, Christmas Eve and New Year's Eve.

"Customer Data" means all data, including personal data, that the Customer or its Users make available to Nord Node, or that Nord Node accesses or processes on the Customer's behalf, when providing the Services.

"Customer Environment" means the Customer's IT systems, devices, networks, cloud tenants, accounts and software, whether owned, leased or licensed by the Customer.

"Data Processing Agreement" or "**DPA**" means Nord Node's Data Processing Agreement, which forms part of the Agreement whenever Nord Node processes personal data on the Customer's behalf.

"Deliverables" means documents, configurations, scripts, reports and other results that Nord Node produces specifically for the Customer under an Order Form, as identified in that Order Form or Statement of Work.

"Fees" means all fees and charges payable by the Customer under the Agreement.

"Hardware" means physical equipment that Nord Node sells or procures for the Customer.

"Managed Services" means recurring IT management, monitoring, support and security services described in a Service Description.

"Nord Node Materials" means tools, scripts, templates, automation, know-how, methods, documentation and other materials owned or licensed by Nord Node that exist before an Order Form or that Nord Node develops independently of it, including any improvements made to them.

"Nord Node Platforms" means the platforms Nord Node licenses and operates to deliver the Services, including its endpoint management platform, its service management and customer portal platform, its credential and privileged access management platform, and its own Microsoft 365 environment and administration tools, as described in the Service Description.

"Order Form" means an order form, quote accepted in writing, Statement of Work or other ordering document signed or accepted by both Parties that refers to these General Terms.

"Professional Services" means consultancy, project work, installation, migration, configuration and other work performed on a time-and-materials or fixed-price basis.

"Services" means the Managed Services, Professional Services, Third-Party Services and any other services Nord Node provides under an Order Form.

"Service Description" means the document describing the scope, inclusions and exclusions of a particular Service.

"SLA" means Nord Node's Service Level Agreement and Support Policy.

"Subscription" means a right to use Third-Party Services, such as Microsoft 365, Azure or other software licences, for a subscription term.

"Trial" means Services that an Order Form identifies as a trial, pilot, evaluation or proof of concept, whether or not a Fee is charged for them.

"Third-Party Services" means software, cloud services, subscriptions, licences, telecommunications services and other products or services supplied by a third party (a **"Vendor"**) that Nord Node resells, procures or administers for the Customer.

"User" means an individual authorised by the Customer to use the Services or whose devices or accounts are covered by the Services.

3. Structure of the Agreement and order of precedence

3.1 The Agreement consists of the following documents, which apply in the following order of precedence if they conflict. The current version of each is available at <https://www.nordnode.se/en/support/legal-terms-policies>:

- (a) the Data Processing Agreement, but only for matters concerning the processing of personal data;
- (b) the Order Form, including any Statement of Work;
- (c) the SLA and the applicable Service Description;
- (d) these General Terms;
- (e) the Third-Party Software, Cloud and Licence Terms, the Hardware Sales Terms and the Acceptable Use Policy, as applicable.

Where an Order Form states that the Services are provided as a trial, pilot or proof of concept, the Trial and Proof-of-Concept Annex takes precedence over all of the documents listed above except the Data Processing Agreement, which continues to apply in full.

- 3.2 An Order Form takes precedence over these General Terms only where the Order Form expressly identifies the section of these General Terms that it changes. Otherwise, these General Terms prevail over conflicting general wording in an Order Form.
- 3.3 Any purchase order, supplier registration terms, supplier code of conduct, procurement portal terms, e-invoicing portal terms or other standard terms issued by the Customer or by a portal operated on the Customer's behalf do not apply, and do not amend the Agreement, even if Nord Node signs the purchase order, registers in the portal, ticks an acceptance box in it or submits invoices through it. Registration in, or use of, such a portal is an administrative step only. Terms of that kind apply only where both Parties have expressly agreed in writing, identifying the terms concerned, that they apply.
- 3.4 Each Order Form forms a separate contract that incorporates these General Terms. Ending one Order Form does not affect other Order Forms unless stated otherwise.

4. Ordering and changes

- 4.1 An Agreement is formed when both Parties sign an Order Form, or when the Customer accepts Nord Node's written quote and Nord Node confirms the order in writing. Quotes are valid for 30 days unless stated otherwise.
- 4.2 Either Party may request a change to the scope of the Services. Nord Node will tell the Customer in writing how the change affects the Fees, timetable and other terms. A change is binding only once both Parties have agreed it in writing, which may be by e-mail between Authorised Contacts and Nord Node.
- 4.3 Changes to user or device quantities under Managed Services can be requested through Nord Node's support channels and take effect from the next billing period, unless otherwise agreed. Quantity changes to Subscriptions are subject to section 8.
- 4.4 Nord Node may make changes to how the Services are delivered, including changes to tools, Vendors or subprocessors, provided the change does not materially reduce the functionality, security or service levels of the Services. Changes to subprocessors are subject to the DPA.

5. Nord Node's obligations

- 5.1 Nord Node will provide the Services with due care and skill, in a professional manner and in accordance with the Agreement, generally accepted industry practice and applicable law.
- 5.2 Nord Node will use appropriately skilled personnel and is responsible for its subcontractors as for its own work. Nord Node personnel and subcontractors with access to Customer Data or the Customer Environment are bound by confidentiality obligations.
- 5.3 Nord Node will follow the Customer's reasonable written policies on site access, security and conduct that have been provided to Nord Node in advance, provided they do not materially increase Nord Node's costs or conflict with the Agreement. Any additional costs are subject to section 4.2.
- 5.4 Nord Node will tell the Customer without undue delay if it becomes aware of circumstances that are likely to delay the Services or affect the Customer's security or operations, and will recommend reasonable measures to address them.
- 5.5 **Re-performance.** If the Customer considers that a Service has not been performed in accordance with section 5.1, the Customer will notify Nord Node in writing, describing the failure, within 30 days after the Customer discovered or should have discovered it. Nord Node will then re-perform the affected part of the Service at its own cost within a reasonable time. Re-performance is the Customer's primary remedy for defective performance. It does not limit the Customer's right to damages under section 19 or

to terminate under section 14 where re-performance does not remedy the failure, and it does not apply to a failure that cannot be remedied by re-performance.

6. Customer responsibilities

- 6.1** The quality and security of the Services depend partly on the Customer. The Customer will:
- (a) appoint at least one Authorised Contact and keep the contact details up to date;
 - (b) give Nord Node timely, accurate and complete information, decisions and approvals reasonably needed to perform the Services;
 - (c) give Nord Node the access to the Customer Environment, premises and administrator rights that Nord Node reasonably needs;
 - (d) hold valid licences for all software in the Customer Environment that is not provided by Nord Node;
 - (e) make sure that its Users follow the Acceptable Use Policy and the Customer's own security policies, and keep their credentials confidential;
 - (f) tell Nord Node without undue delay about any suspected security incident, unauthorised access, or change in the Customer Environment that may affect the Services;
 - (g) be responsible for the lawfulness of Customer Data and for the Customer's own instructions to Nord Node; and
 - (h) maintain the hardware, software and connectivity requirements set out in the Service Description.
- 6.2** Unless backup of specific data is included in an Order Form, the Customer is responsible for backing up its own data. Section 11 applies to backup services.
- 6.3** Nord Node is not responsible for a failure or delay in providing the Services to the extent it is caused by the Customer's failure to meet its responsibilities under this section 6. In that case Nord Node will be entitled to a reasonable extension of time and to charge for additional work caused, at the rates in the Order Form, provided Nord Node has promptly notified the Customer of the failure.

7. Security and shared responsibility

- 7.1** Security is a shared responsibility. Nord Node is responsible for the security measures it has agreed to provide in the Service Description, the DPA and its Technical and Organisational Security Measures. The Customer is responsible for the security of the parts of the Customer Environment that are not managed by Nord Node, and for decisions it takes about its own security.
- 7.2** Nord Node will from time to time recommend security measures, such as multi-factor authentication, patching, replacement of unsupported systems, backup, endpoint protection and privileged-access controls. If the Customer decides not to implement a recommendation that Nord Node has given in writing and that relates to a security risk Nord Node has explained, Nord Node is not liable for loss to the extent that it would reasonably have been prevented by implementing the recommendation.
- 7.3** Systems or devices that are no longer supported by their manufacturer, or that the Customer has asked Nord Node to exclude from security controls, will be identified as exceptions. Nord Node will support them on a reasonable-efforts basis only, and service levels do not apply to them.
- 7.4** No IT system can be made completely secure. Nord Node does not guarantee that the Services will prevent or detect every security incident, but this does not limit Nord Node's obligation to perform the Services with due care and skill in accordance with section 5.1.
- 7.5** If there is a security incident affecting the Customer Environment, Nord Node will assist the Customer as described in the Service Description and the DPA. Incident response work that goes beyond what is

included in the Managed Services will be charged at the rates in the Order Form. In an urgent situation, Nord Node may start such work immediately and will inform the Customer as soon as possible.

8. Third-Party Services and Subscriptions

- 8.1 Third-Party Services are provided by their Vendors. The Customer's use of them is subject to the Vendor's terms, which the Customer accepts when ordering them. Where a Vendor requires the Customer to accept its terms directly, such as the Microsoft Customer Agreement, the Customer must do so before Nord Node can place the order.
- 8.2 Nord Node will order, provision and administer Third-Party Services with due care, but it does not control them. Nord Node is not responsible for defects, outages, security incidents, changes, price increases or discontinuation of Third-Party Services that are caused by the Vendor. Nord Node will pass on to the Customer the benefit of any Vendor warranty, service credit or remedy that is available to Nord Node, and will reasonably assist the Customer in pursuing claims against the Vendor.
- 8.3 The subscription term, billing frequency, cancellation rights and price protection of each Subscription follow the Vendor's rules for the specific offer ordered, as further described in the Third-Party Software, Cloud and Licence Terms and stated in the Order Form. In particular:
- (a) a Subscription with an annual or multi-year commitment cannot be cancelled, and its quantity cannot be reduced, during the commitment period, except within any short cancellation window that the Vendor allows;
 - (b) the Customer remains liable for the Fees for the whole commitment period, even if the Agreement for Managed Services ends earlier; and
 - (c) unless the Customer gives notice in accordance with the Third-Party Software, Cloud and Licence Terms, Subscriptions renew automatically for a new term on the Vendor's then-current terms.
- 8.4 Nord Node may pass on changes in Vendor prices, currency exchange rates, taxes or duties affecting Third-Party Services as set out in section 13.
- 8.5 If a Vendor discontinues or materially changes a Third-Party Service, Nord Node will inform the Customer as soon as reasonably possible and propose an alternative. Neither Party will be liable to the other for the discontinuation itself.
- 8.6 **Vendor charges arising from the Customer's changes.** If the Customer changes, reduces, cancels or returns an order for a Third-Party Service or Hardware after Nord Node has placed it with the Vendor or distributor, the Customer will reimburse Nord Node for any cancellation charge, restocking fee, return fee, early-termination charge, non-refundable licence cost or currency difference that the Vendor or distributor charges Nord Node as a result. Nord Node will tell the Customer the amount, provide the Vendor's or distributor's supporting documentation on request, and take reasonable steps to reduce or avoid the charge.
- 8.7 **Quantity verification.** Nord Node may check the number of Users, devices, mailboxes, licences and other billable units actually in use against the quantities stated in the Order Form, using the administrative data available to it in the Customer Environment and in Nord Node's delivery platforms. Where actual use exceeds the ordered quantity, Nord Node will notify the Customer and the Parties will adjust the Order Form. Nord Node may invoice the difference for the period of excess use, for no more than the preceding three months. Nord Node carries out this check as part of administering the Services and will not use the data for any other purpose. Where actual use is lower than the ordered quantity, the Customer may reduce the quantity in accordance with section 8.3 and the Vendor's rules for the offer concerned.

9. Hardware

- 9.1 Sales of Hardware are subject to Nord Node's Hardware Sales Terms.

10. Remote access and administration

- 10.1 The Customer authorises Nord Node to access the Customer Environment remotely and on site, to install and operate the agents of the Nord Node Platforms and the security agents included in the Customer's licences on devices covered by the Services, and to use administrator accounts, in each case to the extent necessary to perform the Services.
- 10.2 Nord Node will access the Customer Environment only for the purpose of providing the Services, following the Customer's instructions and Nord Node's access controls, which include individual named accounts, multi-factor authentication, least-privilege access, storage of administrative credentials in an encrypted vault, and logging of administrative activity. Remote control of a User's device requires the User to accept the session; Nord Node does not use unattended remote control. Configuration changes, software deployment, security policies and remote wipe are carried out through the Nord Node Platforms, which record the actions taken. Nord Node will not access the content of the Customer's e-mail, files or other business data unless this is necessary to perform a requested task or the Customer has instructed it to do so.
- 10.3 The Customer remains the owner and ultimate administrator of its cloud tenants and accounts. The Customer must keep at least one administrator account (a "break-glass" account) under its own control. Nord Node will not remove the Customer's administrator access without the Customer's written instruction.

11. Backup and data recovery

- 11.1 Backup is included in the Services only where the Order Form expressly says so. The Order Form specifies the backup platform, the systems and data covered, the backup frequency, the retention period, the recovery objectives and the restore test frequency, as described in the [Service Description](#).
- 11.2 The built-in retention and recycle-bin features of cloud platforms, such as Microsoft 365, are not a backup service, and Nord Node does not describe them as one.
- 11.3 Nord Node will monitor backup jobs that are included in the Services, act on failures, and carry out restore tests at the frequency stated in the Service Description. Nord Node does not guarantee that every item of data can be restored, but it will use its best reasonable efforts to restore data from the most recent available backup.
- 11.4 Data that the Customer has excluded from backup, or data created or changed after the most recent successful backup, cannot be restored by Nord Node.

12. Fees and payment

- 12.1 The Customer will pay the Fees set out in the Order Form. Unless stated otherwise:
- (a) recurring Fees for Managed Services and Subscriptions are invoiced monthly in advance;
 - (b) Professional Services are invoiced monthly in arrears on a time-and-materials basis, in 30-minute increments;
 - (c) usage-based charges, such as Azure consumption or telecommunications usage, are invoiced monthly in arrears based on the Vendor's usage data; and
 - (d) Hardware is invoiced on delivery.
- 12.2 All Fees are in Swedish kronor (SEK) and exclude value added tax (VAT) and other applicable taxes and duties, which will be added in accordance with applicable law.

- 12.3** Payment is due 30 days from the invoice date. If payment is late, Nord Node may charge late-payment interest under section 6 of the Swedish Interest Act (räntelagen (1975:635)), as well as a reminder fee, compensation for late payment and collection costs in accordance with the Swedish Act on Compensation for Debt Recovery Costs (lagen (1981:739) om ersättning för inkassokostnader m.m.).
- 12.4** If the Customer disputes an invoice in good faith, the Customer must notify Nord Node in writing, with reasons, before the due date. The Customer must pay the undisputed part by the due date. The Parties will try to resolve the dispute promptly. Late-payment interest does not accrue on an amount that is later found not to have been owed.
- 12.5** Work carried out outside Nord Node's normal support hours, travel time and travel expenses are charged as set out in the Order Form.
- 12.6** **No set-off.** The Customer will pay all Fees in full, without set-off, counterclaim, deduction or withholding, except a deduction required by mandatory law and an amount disputed in good faith under section 12.4.
- 12.7** **Withholding tax.** If the Customer is required by law to withhold or deduct tax from a payment, the amount payable will be increased so that Nord Node receives the amount it would have received had no withholding or deduction been required. The Customer will pay the withheld amount to the relevant authority and provide Nord Node with the official receipt or certificate.

13. Price adjustments

- 13.1** Nord Node may adjust Fees for Managed Services and hourly rates once per calendar year, with effect from 1 January, by giving at least 30 days' written notice. The adjustment will not exceed the percentage change in Statistics Sweden's Labour Cost Index for salaried employees in the private sector (AKI) over the most recent twelve-month period for which figures have been published, unless the Customer agrees otherwise.
- 13.2** Fees for Third-Party Services and Hardware are based on Vendor and distributor prices. Nord Node may change these Fees to reflect changes in Vendor prices, currency exchange rates, taxes or duties:
- (a) for Subscriptions with a price locked by the Vendor for a commitment period, only at renewal; and
 - (b) for other Third-Party Services, including month-to-month Subscriptions and usage-based services, from the date on which the Vendor's change takes effect.

Nord Node will give the Customer as much notice of such changes as reasonably possible, and in any event the notice it receives from the Vendor.

- 13.3** If Nord Node increases the Fees for Managed Services under section 13.1 by more than the index permits, the Customer may terminate the affected Managed Services by giving written notice before the increase takes effect, with effect from the date of the increase.

14. Term and termination

- 14.1** Each Order Form starts on the date stated in it and continues for the initial term stated in it. If no initial term is stated, the initial term for Managed Services is 12 months from the service start date. After the initial term, the Order Form continues until either Party terminates it by giving three months' written notice. Professional Services end when completed.
- 14.2** The term of a Subscription follows the Vendor's commitment period as set out in section 8.3 and is not shortened by the termination of Managed Services.
- 14.3** Either Party may terminate an Order Form with immediate effect by written notice if the other Party:
- (a) commits a material breach of the Agreement and, where the breach can be remedied, fails to remedy it within 30 days of written notice describing the breach; or

- (b) is declared bankrupt, enters into company reconstruction, composition with creditors or liquidation, or can otherwise reasonably be considered insolvent.

- 14.4 Nord Node may terminate an Order Form under section 14.3(a) if the Customer has not paid an undisputed invoice within 30 days after receiving a written reminder.
- 14.5 Termination does not affect amounts that have fallen due before termination. On termination of Managed Services, the Customer must pay the Fees up to the end of the notice period and the Fees for any Subscriptions for the rest of their commitment period. If the Customer terminates because of Nord Node's material breach, the Customer need not pay Fees for Managed Services for the period after the termination date.
- 14.6 Sections that by their nature are intended to continue after termination survive it, including sections 12, 15 (Exit), 17, 18, 19, 20 and 24.

15. Exit and transition

- 15.1 When an Order Form ends for any reason, Nord Node will provide reasonable assistance to allow the Customer, or a new provider appointed by the Customer, to take over the Services. This includes:
 - (a) returning or transferring administrator credentials, tenant ownership and partner relationships, and removing Nord Node's access in coordination with the Customer;
 - (b) handing over current documentation of the Customer Environment that Nord Node maintains as part of the Services;
 - (c) uninstalling Nord Node's management and security agents, or giving the new provider the information needed to do so; and
 - (d) making Customer Data held by Nord Node available for export in a commonly used, machine-readable format.
- 15.2 The activities in section 15.1(a) and (b), and a standard export under section 15.1(d), are included in the Fees. Additional transition or migration work requested by the Customer will be charged at the rates in the Order Form.
- 15.3 The Customer can request the export of Customer Data up to 30 days after the Order Form ends. After that, Nord Node will delete Customer Data in accordance with the DPA, unless applicable law requires Nord Node to keep it.
- 15.4 Where Nord Node provides a data processing service to which Chapter VI of the EU Data Act (Regulation (EU) 2023/2854) applies, the Customer may switch provider or port its data by giving at most two months' notice. Nord Node will complete the transition within 30 days after the notice period ends, or within any longer period permitted by the Data Act. Nord Node will not charge switching fees other than those permitted by the Data Act.
- 15.5 Nord Node will not withhold exit assistance, credentials or Customer Data as a way of enforcing payment. However, Nord Node may require payment of undisputed overdue Fees before performing chargeable transition work.

16. Suspension

- 16.1 Nord Node may suspend all or part of the Services, to the extent reasonably necessary, if:
 - (a) an undisputed invoice remains unpaid 14 days after Nord Node has sent a written reminder warning of suspension;
 - (b) the Customer's use of the Services breaches the Acceptable Use Policy or applicable law in a material way;
 - (c) it is necessary to prevent or limit a security threat to the Customer Environment, Nord Node's systems or third parties; or

(d) a Vendor suspends the relevant Third-Party Service, or a public authority or court requires it.

- 16.2 Except in an emergency under section 16.1(c) or where prevented by law, Nord Node will give the Customer prior notice and an opportunity to remedy the cause. In an emergency, Nord Node will inform the Customer as soon as possible after the suspension.
- 16.3 Nord Node will limit any suspension to the affected Services and will restore them promptly once the cause has been remedied. Suspension for security reasons will not be used to block the Customer's access to its own data. Suspension under section 16.1(a) or (b) does not release the Customer from paying the Fees.

17. Confidentiality

- 17.1 Each Party will keep confidential all information received from the other Party that is marked as confidential or that should reasonably be understood to be confidential, including Customer Data, security information, pricing and business information ("**Confidential Information**"). Each Party will use the other Party's Confidential Information only to perform or receive the Services.
- 17.2 The obligation does not apply to information that (a) is or becomes publicly available other than through breach of the Agreement; (b) the receiving Party already had lawfully without a duty of confidentiality; (c) the receiving Party receives lawfully from a third party without a duty of confidentiality; or (d) the receiving Party develops independently.
- 17.3 A Party may disclose Confidential Information to the extent required by law, a court, a public authority or stock-exchange rules. If permitted, it will notify the other Party beforehand. Where the Customer is a public authority, disclosure is subject to the Swedish Public Access to Information and Secrecy Act (offentlighets- och sekretesslagen (2009:400)).
- 17.4 A Party may share Confidential Information with its employees, subcontractors, advisers and auditors who need it for the purposes of the Agreement and who are bound by equivalent confidentiality obligations.
- 17.5 The confidentiality obligations continue for five years after the last Order Form ends, and indefinitely for security information and Customer Data.

18. Intellectual property

- 18.1 The Customer retains all rights in Customer Data and in the Customer's own materials. Nord Node claims no ownership of them.
- 18.2 Nord Node retains all rights in the Nord Node Materials. Where Nord Node Materials are included in a Deliverable or used in the Customer Environment, Nord Node grants the Customer a non-exclusive, non-transferable, perpetual right to use them for the Customer's and its Affiliates' internal business purposes, which continues after the Agreement ends, provided the Fees for the relevant Deliverable have been paid. This right does not extend to the Nord Node Platforms, which are licensed to Nord Node and not to the Customer. The Customer's access to them, including the customer portal, and the operation of their agents in the Customer Environment, continues only while the Customer receives the relevant Managed Services. On termination, Nord Node will export the Customer's ticket history and environment documentation in accordance with section 15.
- 18.3 Once the relevant Fees have been paid, the Customer owns the Deliverables, except for any Nord Node Materials and third-party software contained in them. Nord Node may reuse general know-how and experience gained in performing the Services, provided that it does not disclose the Customer's Confidential Information.
- 18.4 Third-party and open-source software is licensed under its own licence terms.

- 18.5** Nord Node will defend the Customer against a claim by a third party that a Deliverable or the Nord Node Materials infringe that third party's intellectual property rights in Sweden or the EU/EEA, and will pay damages finally awarded against the Customer or agreed in a settlement approved by Nord Node, provided that the Customer (a) notifies Nord Node promptly in writing; (b) lets Nord Node control the defence and settlement; and (c) provides reasonable assistance. Nord Node may instead modify or replace the infringing item, obtain the right for the Customer to continue using it or, if neither is reasonably possible, take it back and refund the Fees paid for it. This section does not apply to claims caused by the Customer's materials or instructions, modifications not made by Nord Node, Third-Party Services, or combination with items not supplied by Nord Node. This section 18.5 states Nord Node's entire liability for infringement of third-party intellectual property rights.
- 18.6** **Licence from the Customer.** The Customer grants Nord Node a non-exclusive, royalty-free right, for the term of the Agreement, to use, copy, store, transmit and adapt the Customer's data, software, documentation, trade marks, logos and other materials to the extent necessary for Nord Node to perform the Services, including through the Nord Node Platforms and Nord Node's approved sub-processors. The Customer warrants that it holds the rights necessary to grant this right. Nord Node will use the materials for no other purpose. This right ends when the Agreement ends, except to the extent Nord Node must retain material to comply with a legal obligation or to complete exit assistance under section 15. Processing of personal data under this section is governed by the DPA.

19. Liability

- 19.1** Each Party is liable for direct loss that it causes to the other Party through its negligence in performing the Agreement, subject to the limitations in this section 19.
- 19.2** Neither Party is liable for indirect loss, including loss of profit, loss of revenue, loss of business opportunity, loss of goodwill, loss caused by business interruption, or liability to third parties, unless section 19.5 applies.
- 19.3** Nord Node's liability for loss or corruption of data is limited to the reasonable cost of restoring the data from the most recent available backup that Nord Node is responsible for under the Agreement, or, where Nord Node is not responsible for backup, the reasonable cost of re-entering or recreating the data, subject to section 19.4.
- 19.4** Each Party's total liability for all claims arising under or in connection with the Agreement during any 12-month period is limited to an amount equal to the Fees paid or payable by the Customer under the Agreement for the 12 months before the event giving rise to the most recent claim. If the Agreement has been in force for less than 12 months, the limit is calculated as the average monthly Fees paid or payable up to that time multiplied by 12. Fees for Hardware and one-off Third-Party Service purchases are not included in the calculation.
- 19.5** The limitations in sections 19.2 to 19.4 do not apply to:
- (a) loss caused intentionally or through gross negligence;
 - (b) liability for personal injury;
 - (c) the Customer's obligation to pay the Fees;
 - (d) Nord Node's obligations under section 18.5; or
 - (e) liability that cannot be limited under mandatory law.
- 19.6** For claims arising from a breach of section 17 (Confidentiality) or the DPA, the limit in section 19.4 is increased to twice that amount. This increased limit is the Party's total liability for all such claims in any 12-month period and includes, and is not in addition to, the limit in section 19.4. Each Party's liability to the other for administrative fines imposed on the other Party under the General Data Protection Regulation is governed by the DPA.

- 19.7 Service credits under the SLA, where applicable, are deducted from any damages payable for the same failure.
- 19.8 A Party claiming compensation must notify the other Party in writing, describing the claim, within six months after it discovered or should have discovered the circumstances giving rise to the claim. Otherwise, the right to claim is lost, unless section 19.5(a) applies.
- 19.9 Each Party must take reasonable steps to limit its loss.
- 19.10 **Basis of the bargain.** The Parties acknowledge that the exclusions and limitations in this section 19 are an essential part of the bargain between them, that the Fees have been set on the basis of this allocation of risk, that each Party is a business acting in the course of its business and has had the opportunity to obtain independent advice and insurance, and that the Fees would be materially higher if Nord Node bore unlimited liability. The limitations apply in addition to, and not instead of, the exceptions in section 19.5.

20. Insurance

- 20.1 Nord Node maintains professional liability and general liability insurance on customary terms for a company of its size and activities, and has done so since 23 September 2026. Nord Node will provide an insurance certificate on request.

21. Force majeure

- 21.1 A Party is not liable for a failure or delay in performing its obligations to the extent caused by circumstances beyond its reasonable control that it could not reasonably have foreseen or avoided, such as war, acts of terrorism, riots, natural disasters, epidemics, fire, lightning, general failure of electricity or telecommunications networks, large-scale cyber-attacks on critical infrastructure, labour disputes not limited to the Party's own workforce, acts of public authorities, or a Vendor's failure caused by such an event ("**Force Majeure**").
- 21.2 A cyber-attack on the Customer Environment or on Nord Node's own systems is not Force Majeure if it could reasonably have been prevented by the security measures that the affected Party was obliged to implement.
- 21.3 The affected Party must notify the other Party promptly and take reasonable steps to limit the effects. If Force Majeure prevents performance of a material part of the Services for more than 60 days, either Party may terminate the affected Order Form with immediate effect by written notice, without liability for compensation.

22. Data protection

- 22.1 Where Nord Node processes personal data on behalf of the Customer, Nord Node acts as the Customer's processor and the DPA applies.
- 22.2 Nord Node processes personal data relating to the Customer's contact persons and Users for its own purposes, such as account administration, invoicing and contract management, as a controller and in accordance with its [Privacy Policy](#).
- 22.3 **Business contact information.** The Customer will make the information in Nord Node's Privacy Policy available to the individuals whose business contact details the Customer provides to Nord Node, so that those individuals receive the information required by Articles 13 and 14 of the General Data Protection Regulation. Nord Node processes those details on the basis of its legitimate interest in administering the Agreement and in contacting the Customer about the Services. This section concerns business contact details only; the processing of Customer Data is governed by the DPA.

23. General

- 23.1 Subcontractors.** Nord Node may use subcontractors to perform the Services. Nord Node remains responsible for its subcontractors' performance.
- 23.2 Assignment.** Neither Party may assign or transfer the Agreement without the other Party's prior written consent, which must not be unreasonably withheld. Nord Node may, however, assign the Agreement to an Affiliate or to a buyer of all or a substantial part of its business, provided it notifies the Customer in writing and the assignee assumes all of Nord Node's obligations.
- 23.3 Changes to these General Terms.** Nord Node may amend these General Terms, the SLA, the Acceptable Use Policy and the Third-Party Software, Cloud and Licence Terms by giving at least 60 days' written notice. If an amendment materially disadvantages the Customer, the Customer may terminate the affected Order Forms by written notice before the amendment takes effect, with effect from the date of the amendment. Amendments required by law or by a Vendor may take effect sooner if necessary. Changes to an Order Form require both Parties' written agreement.
- 23.4 Notices.** Notices under the Agreement must be in writing and sent by e-mail or letter to the addresses in the Order Form, or to any other address a Party notifies. A notice of breach, termination or suspension sent by e-mail is effective only if also confirmed by the recipient or sent to the address stated for notices. E-mail is deemed received on the next Business Day after sending, and letters three Business Days after posting.
- 23.5 Entire agreement.** The Agreement is the entire agreement between the Parties on its subject matter and replaces any earlier proposals, quotations, presentations, agreements and correspondence about it. Each Party confirms that it enters into the Agreement for its own purposes and in reliance only on the statements set out in the Agreement, and not on any other statement made before it was signed. This section does not exclude liability for a statement made fraudulently.
- 23.6 Severability.** If any provision is held invalid, the rest of the Agreement remains in force, and the invalid provision will be replaced by a valid provision that comes as close as possible to its purpose.
- 23.7 No waiver.** A Party's failure to exercise a right does not waive that right.
- 23.8 Non-solicitation.** During the term of the Agreement and for twelve months afterwards, neither Party will actively solicit for employment or engagement any employee, consultant or subcontractor of the other Party who has been directly involved in the Services, without the other Party's written consent. General recruitment advertising that is not directed at such individuals, and an application made by an individual on their own initiative, are not solicitation.
- 23.9 Publicity.** Nord Node may name the Customer as a customer only with the Customer's prior written consent.
- 23.10 Compliance, sanctions and export control.** Each Party will comply with applicable anti-corruption, sanctions and export control laws in connection with the Agreement, including Regulation (EU) 2021/821 on dual-use items and EU restrictive measures. The Customer confirms that it is not subject to such restrictive measures, that it will not make any Third-Party Service, software, Hardware or Deliverable available, directly or indirectly, to a person or country to which such supply is restricted, and that it will not re-export or transfer them in breach of those rules. Nord Node may suspend or refuse an order, without liability, where performing it would breach these rules or a Vendor's own compliance requirements.
- 23.11 Language.** These General Terms are available in English and Swedish. If the versions conflict, the English version prevails.
- 23.12 No third-party rights.** The Agreement is made for the benefit of the Parties only. No other person, including an Affiliate, customer, supplier or User of the Customer, acquires any right under the Agreement or may enforce any of its terms. Where the Services are used by the Customer's Affiliates,

the Customer remains responsible for their use and is the only party entitled to bring a claim in respect of it.

24. Governing law and disputes

- 24.1** The Agreement is governed by Swedish law, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 24.2** The Parties will first try to resolve any dispute through discussions between senior representatives. If the dispute has not been resolved within 30 days, either Party may refer it to the Swedish general courts, with Göteborg District Court (Göteborgs tingsrätt) as the court of first instance.
- 24.3** Nord Node may always bring a claim for payment of overdue Fees through the Swedish Enforcement Authority (Kronofogdemyndigheten) or the competent court.

Related documents

Document	Web address
Terms of Use	https://www.nordnode.se/en/support/terms-of-use
Service Description	https://www.nordnode.se/en/dam/nordnode/legal/final/document/nordnode-service-description-en.pdf
Privacy Policy	https://www.nordnode.se/en/support/privacy-policy

Contact

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