

INGKA GROUP TERMS AND CONDITIONS FOR CLOUD SERVICES

These Ingka Group Terms and Conditions for Cloud Services (the “**Cloud Services Agreement**”) is a legal agreement between the Ingka company and the supplier defined in the purchase order (hereinafter referred to as “**Ingka**” and the “**Supplier**” respectively) for

- the cloud based service indicated in the purchaser order (the “**Service**”); and
- all user guides, support materials, data sheets, manuals, instructions and computer readable files regarding the installation, use, operation, functionality, troubleshooting and other technical information regarding the Service (the “**Documentation**”).

For the purpose of this Cloud Services Agreement, “**End User**” means employees, consultants, contractors, service providers, customers or other individuals who is authorized by or on behalf of Ingka to access and use the Service and Documentation.

Ingka is granted access to the Service and Documentation based on this Cloud Services Agreement. This is not a sale of the Service and/or Documentation, and the Supplier remains the owner of the Service and Documentation at all times. Ingka shall remain responsible for all use of the Service and Documentation by their End Users.

1. ACCESS RIGHTS AND RESTRICTIONS

1.1 Subject to Ingka's payment of the fees set out in the purchase order, Supplier will make the Service available to Ingka pursuant to this Cloud Services Agreement and the applicable purchase order and Documentation.

1.2 Supplier will use commercially reasonable efforts to make the Service available twenty-four hours a day, seven days a week, except for (i) planned downtime of which Supplier shall give advance electronic notice, and (ii) any unavailability caused by circumstances beyond Supplier's control.

1.3 Unless the applicable metric (as set out in the purchase order) indicates otherwise, e.g. named user basis, Ingka may at any time add, remove and replace End Users at its discretion.

1.4 Ingka shall have the right at any time to retrieve from the Service any electronic data and information submitted by or for Ingka or its End Users to the Service (“**Ingka Data**”). Supplier shall not acquire any right, title or interest in or to any Ingka Data and Supplier may not use Ingka Data for any other purpose than as strictly necessary to provide the Service to Ingka and the End Users in accordance with this Cloud Services Agreement.

1.5 Except as expressly set out in this Cloud Services Agreement, Ingka undertakes to not (i) make the Service available to anyone other than Ingka and/or its End Users; (ii) sell, re-sell, license, sublicense, distribute, rent, or lease the Service or Documentation; (iii) disassemble, decompile, reverse engineer, or create derivative works based on the whole or any part of the Service; or (iv) disrupt the integrity or performance of the Service.

2. GENERAL WARRANTIES

Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, (b) it has all necessary right, power, and authority to enter into this Cloud Services Agreement and to perform the acts required of it hereunder, (c) it owns or holds any intellectual property rights necessary for its performance under this Cloud Services Agreement, and (d) its performance under this Cloud Services Agreement will comply with all applicable laws and regulations.

3. LIMITED WARRANTIES

3.1 Supplier warrants that (a) the Service will perform substantially in accordance with and conform to the Documentation; and (b) will not materially decrease the overall functionality and/or security of the Services.

3.2 Supplier shall promptly and at its own cost remedy the breach of warranty.

3.3 The above warranties do not apply if the breach of warranty results from (i) any alteration or modification of the Service by Ingka, or (ii) any use of the Service in breach of the terms of this Cloud Services Agreement.

3.4 In the event of a breach of the warranties set out in this Cloud Services Agreement, Ingka may terminate the purchase order for the Service and Supplier shall issue a pro-rata refund to Ingka of any pre-paid fee for the remainder of the term set forth in the purchase order as of the effective date of termination.

3.5 EXCEPT AS SPECIFIED IN THIS CLOUD SERVICES AGREEMENT, THE SERVICE IS PROVIDED “AS IS”, AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

4. INFRINGEMENT

4.1 Supplier undertakes to indemnify and hold harmless Ingka from and against any and all damages, costs and expenses (including reasonable attorneys' fees) which arise or result from a claim that Ingka's use of the Service or Documentation infringes or violates the intellectual property rights of any third party.

4.2 If a final injunction is obtained against Ingka's use of the Service by reason of such infringement, or if in Supplier's opinion the Service is likely to become the subject of a claim for such infringement, Supplier shall, at its sole option and expense: (i) procure for Ingka the right to continue using the Service in the manner permitted hereunder; (ii) replace or modify the Service so that it becomes non-infringing, or (iii), if (i) and (ii) are not feasible, terminate this Cloud Services Agreement and refund to Ingka on a *pro rata* basis any prepaid fees paid hereunder. The foregoing remedies shall be the sole and exclusive remedies in the event of a claim of infringement. Supplier shall have no liability to hereunder if any infringement is based upon Ingka's use of the Service or the Documentation in breach of the terms of this Cloud Services Agreement and the Supplier can show that such infringement would not have occurred but for such breach.

4.3 The foregoing indemnification shall be subject to the following: (i) Ingka promptly notifies Supplier in writing of the claim; (ii) Supplier has sole control of the defense and all related settlement negotiations with respect to the claim, provided, however, that Ingka has the right, but not the obligation, to participate at its expense in the defense of any such claim or action through counsel of its own choosing; and (ii) the Ingka cooperates fully to the extent necessary, and executes all documents necessary for the defense of such claim.

5. LIMITATION OF LIABILITY

5.1 Neither party shall be liable to the other for any indirect or consequential damages, even if it has been advised of the possibility of such damages.

5.2 A party's maximum liability resulting from or relating to the performance or non-performance under the Cloud Services Agreement shall be limited to the aggregate amount paid and payable under the Cloud Services Agreement during the 12 months period preceding the incident that gave rise to the claim.

5.3 Notwithstanding anything to the contrary in this section (Limitation of Liability) or otherwise in this Cloud Services Agreement, no limitations of liability shall apply to third party claims due to personal injury or death, a party's wilful misconduct or gross negligence, breach of sections (Confidentiality) (Non Publicity) and the Supplier's obligations under section (Infringement).

6. CONFIDENTIALITY

Except for disclosure to subcontractors and affiliates on a need-to-know basis in order to provide the Service or where required by any court or governmental authority, neither party shall, during the term of the Cloud Services Agreement and thereafter, disclose to any third party any confidential information of the other party and shall not use such information other than for the agreed purpose. A party that discloses confidential information of the other party to its subcontractors or affiliates shall remain liable for any breach of this section by such subcontractor or affiliate.

7. NON PUBLICITY

Neither Supplier or its employees, nor any third party engaged by Supplier may use its relationship with, or assignment for Ingka, Ingka Group or Inter IKEA Group or the existence of this Cloud Services Agreement for any marketing or financing purposes or as reference in any company presentations or press releases or in any way utilize (neither on the Internet nor in any other way communicate to the public) any trade name, trademark, service mark, logo or other distinctive brand feature of Ingka, its affiliates or its franchisor Inter IKEA Systems B.V.

8. CODE OF CONDUCT

8.1 Supplier hereby acknowledges that it has read and understood the IKEA Way of Responsibly Procuring Products, Services, Materials and Components ("IWAY"), as published and made available on www.ingka.com/suppliers and that Supplier will adhere to the terms and conditions set forth therein. For the purpose of this Agreement, the glossary and the terms used in IWAY apply specifically and exclusively to IWAY.

8.2 Supplier further undertakes to comply with the Ingka Group Business Ethics Appendix as published and made available at www.ingka.com/suppliers.

9. INFORMATION SECURITY

The Supplier shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the operation of the Supplier's business and its performance under this Agreement. Without limiting the foregoing, Supplier will establish, maintain, implement and comply with information technology, information security, cyber security, security standards and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the operation of the Supplier's business and its performance under this Agreement.

10. DATA PRIVACY

If Supplier, when performing its obligations under this Agreement, will process personal data (as defined in the applicable law) on behalf of an Ingka, the parties agree to execute a separate Data Processor Agreement ("DPA"), based on Ingka's template. The DPA will set out inter alia the instructions for Supplier regarding the processing of personal data, the duration and purpose of the processing, the types of personal data and categories of data subjects being processed and the obligations and rights of the data controller.

11. TERM

11.1 This Cloud Services Agreement will come into effect when Supplier has accepted Ingka's purchase order for the Service, referencing this Cloud Services Agreement, and shall continue to be in effect for the duration set forth in said purchase order. Upon termination/expiration of this Cloud Services Agreement, Ingka shall cease all use of the Service and the Documentation.

11.2 If a party materially breaches this Cloud Services Agreement and does not cure that breach within 30 days after receipt of written notice of the breach, the non-breaching party may terminate this Cloud Services Agreement for cause.

11.3 Supplier shall make Ingka Data available to Ingka for export or download for a period of ninety (90) days after the effective date of termination or expiration of this Cloud Services Agreement. Thereafter, Supplier shall permanently delete, and cause all of its subcontractors to do the same, all copies of Ingka Data in its systems or otherwise in its possession or control, unless legally prohibited to do so.

12. MISCELLANEOUS

12.1 This Cloud Services Agreement contains the entire agreement between the parties with respect to the provision of the Service and Documentation, and supersedes all prior written or oral agreements, understandings and negotiations between the parties with respect

thereto. No modification, amendment, alteration or waiver of any provision thereof will be binding upon the parties unless made in writing and signed by duly authorized representatives of both parties.

12.2 The waiver by either party of a breach or a default of any provision of the Cloud Services Agreement by the other party shall not be construed to be a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.

12.3 Neither party may assign this Cloud Services Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld), except for assignment to an affiliated company as part of a company restructuring or reorganization.

12.4 Ingka shall not be bound by, and specifically objects to, any terms and conditions regarding use of and access rights to the Service, which are different from or in addition to the provisions of this Agreement. Without limiting the generality of the foregoing, accepting any "click-through" terms or the performance of any other act that would otherwise constitute acceptance of terms and conditions in Supplier's end-user agreement or any terms and conditions posted on a website shall have no effect whatsoever.

13. GOVERNING LAW AND DISPUTE RESOLUTION

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

13.2 Any dispute, controversy or claim arising out of or in connection with this Cloud Services Agreement or the breach, termination or invalidity thereof, shall be referred to the exclusive jurisdiction of the courts of Sweden.