

General Terms and Conditions

IT Maintenance version 2014

Published by IT&Telekomföretagen 2014

These general terms and conditions are intended for use when the Supplier maintains machine and software products and/or customisations or developed systems. Maintenance may include services such as corrective maintenance, standard software updates/versions and telephone support.

Where the Supplier is also going to provide further development of a software product or customisation, the parties shall enter into a separate agreement in this respect.

These general terms and conditions constitute an appendix to the agreement entered into between the parties. In the event of any conflicting information in the Agreement, the parts of the Agreement prepared by the parties shall take precedence over these general terms and conditions.

1. Definitions

- 1.1 Unless the context or circumstances clearly require otherwise, the following words and phrases shall have the meanings specified below:

Agreement

The agreement, including appendices, entered into between the parties.

Product

See Maintenance Object below.

Product Supplier

The company who manufactured the relevant Product.

Software Product

See Maintenance Object below.

Start Date

The date on which the maintenance obligation for each Maintenance Object starts in accordance with clause 5 below.

Specification

The specification of the contents of the Maintenance contained in the Agreement.

System

See Maintenance Object below.

Third Party Product

See Maintenance Object below.

Maintenance

The services to be performed by the Supplier under the Agreement

Maintenance Object

Maintenance Object(s)

Each separate Product and/or System to be maintained by the Supplier in accordance with the Agreement.

Product(s)

The machine products, network components and other equipment and Software Products to be maintained by the Supplier in accordance with the Agreement.

Software Product(s)

The standard software products to be maintained by the Supplier in accordance with the Agreement.

System

The system or developments, for example customisations, to be maintained by the Supplier in accordance with the Agreement.

Third Party Product

A Third Party Product is (a) a Software Product the copyright to which clearly belongs to a company other than the Supplier or a company within the Supplier's group of companies, and nothing else follows from the Agreement, or (b) Maintenance Objects specified as Third Party Products in accordance with the Agreement.

2. Supplier's undertaking

- 2.1 From each agreed Start Date, the Supplier shall perform Maintenance in accordance with the terms and conditions of the Agreement. The contents of the Maintenance are set out in the Specification. In the absence of a Specification, Maintenance means that the Supplier, during the term of the Agreement, shall remedy functional faults in Maintenance Objects and provide remote support. As regards Software Products, faults are remedied by correction, if this is possible for the Supplier, or by instructions for a work-around which cannot be deemed to cause the Customer inconvenience that is more than insignificant. Remote support, for example telephone or e-mail support, means that where there is a fault, or suspected fault, in a Maintenance Object, the Supplier shall assist the Customer by replying to questions from persons specifically appointed by the Customer, provided the time required to answer them is reasonable. Unless otherwise follows from the Specification, remote support shall be provided in accordance with the Supplier's customary methods. As a condition for remote support the Customer must have the required competence.
- 2.2 The Supplier shall maintain an organisation with employees that are appropriate, qualified and competent to perform Maintenance. The Supplier shall perform the Maintenance in a professional manner.
- 2.3 Maintenance will be provided during the Supplier's normal working hours. Maintenance outside the Supplier's normal working hours requires a separate agreement.
- 2.4 Unless the parties have agreed otherwise, Maintenance of Software Product only applies to the current version of the Software Product and the version immediately preceding the current version. If the Customer decides to keep a version of a Software Product that is not included in the Supplier's Maintenance obligation under this sub-clause 2.4, the Supplier and Customer shall conclude a separate agreement relating to the continued Maintenance.
- 2.5 The Supplier may engage a subcontractor to perform the agreed Maintenance. The Supplier is liable for the subcontractor's work as if it were its own.

- 2.6 Where the Supplier has agreed to supply Maintenance for a Third Party Product, the Supplier's obligation includes, unless the parties have agreed otherwise, remote support under sub-clause 2.1 and an obligation to try to remedy faults relating to the Third Party Product in a professional manner. In the event the Supplier cannot remedy the fault because the Supplier does not have access to the source code, required tools or other items necessary to remedy the fault, or does not have the right to remedy faults in the Third Party Product, the Supplier shall fulfil its obligation to remedy the fault by immediately notifying the fault to the Product Supplier and forwarding any solution provided by the Product Supplier to the Customer. The Supplier shall furthermore monitor that the Product Supplier fulfils its obligations under the applicable agreement with the Supplier or, as the case may be, with the Customer. The Supplier has no other responsibility for Maintenance of the Third Party Product.

3. Exceptions from the Supplier's obligations

- 3.1 The Supplier's obligations and the stated fees do not include faults that were caused by the circumstances listed below, unless otherwise follows from the Specification, or as a result of the Supplier's obligation regarding remote support pursuant to clause 2.1:
- (a) Faults caused by the Customer using the Maintenance Object with equipment, accessories or software that were not approved by the Supplier, in a manner that affects the function of the Maintenance Object;
 - (b) Faults caused by changes to or interference with the Maintenance Object carried out by the Customer without the approval of the Supplier or due to the Customer's negligence;
 - (c) Faults caused by a virus or other security interference, provided that the Supplier has implemented security measures in accordance with any agreed requirements or, in the absence of such requirements, in accordance with professional standards, or faults otherwise caused by a third party or that are due to other circumstances beyond the Supplier's control, such as faulty equipment, accessories or software that do not constitute a Maintenance Object.
- 3.2 If, because of a new update/version of a Software Product, changes need to be made in a different Maintenance Object, the Supplier's obligations and the stated fees do not include the work relating to such changes, unless otherwise follows from the Specification. If the Supplier has reason to suspect that a new update/version of a Software Product will require changes in another Maintenance Object, the Supplier shall notify the Customer immediately.
- 3.3 With regard to machine products, the following shall also apply in addition to sub-clause 3.1: The Supplier's obligations and the stated fees do not include the following, unless otherwise follows from the Specification:
- (a) Procurement of add-ons, consumables and other equipment;
 - (b) Maintenance of consumables, add-ons and other equipment.

4. Customer's undertaking

- 4.1 4.1 The Customer shall designate a contact person, and have the agreed competence, and, when required for the performance of the Maintenance, have available any documentation regarding the relevant products that has been provided by the Product Supplier.
- 4.2 When Maintenance relates to remedying of faults, the Customer shall, when reporting the fault, state, and if necessary demonstrate, how the faults presents itself. When the Customer has entered into an agreement regard-

ing remedying of faults in Third Party Products, the Customer shall provide the Supplier with the relevant agreement (see clause 2.6).

- 4.3 On the request of the Supplier, a representative of the Customer shall be available during the Supplier's work. If necessary, the relevant Maintenance Objects shall be made available to the Supplier. When a Software Product shall be made available to the Supplier, the Customer is responsible for ensuring that the necessary Software Product agreement has been concluded for the performance of the Maintenance. If the parties have agreed that the Supplier may perform Maintenance via external access, the Customer shall facilitate the Supplier's access to the Maintenance Object. The Customer and Supplier shall mutually adopt procedures for external access.
- 4.4 When Maintenance is performed at the Customer's premises, the Customer shall, at its own expense, provide the work space necessary for the performance of the Maintenance, within a reasonable distance of the relevant Maintenance Object.
- 4.5 The Customer is responsible for backup and safekeeping of data storage media.
- 4.6 After performing Maintenance on a Maintenance Object, the Customer is responsible for restarting the Customer's relevant system, unless the parties have agreed otherwise. The Supplier shall be prepared to assist the Customer in this regard, should the Customer request such assistance. In such event remuneration shall be paid in accordance with clause 8.4.
- 4.7 Unless the parties have agreed otherwise, the Customer is responsible for implementing patches and updates of Software Products. The Supplier shall be prepared to assist the Customer in this regard, should the Customer request such assistance. In such event remuneration shall be paid in accordance with clause 8.4.

5. Start Date for Maintenance service

- 5.1 The Supplier shall deliver the Maintenance for each respective Maintenance Object from and including the date expressly agreed. If such a date has not been agreed, Product Maintenance will start from the date of the signature of the Agreement or, if later, the date the Product is installed at the Customer's premises. With regard to a Product that constitutes a part of a System that shall be developed by the Supplier or a different supplier in accordance with a separate agreement, and with regard to Systems, Maintenance will start from the acceptance date of the relevant System pursuant to the relevant project agreement, albeit at the latest from the date on which the Customer uses the system in its business. The Customer shall notify the Supplier immediately when the approval date has passed, or, as the case may be, the Customer uses the System in its business.

6. Service levels

- 6.1 The parties may enter into a separate agreement regarding applicable service levels for Maintenance. If such an agreement has not been concluded in respect of remedying functional faults, such Maintenance shall be delivered with the urgency required by the circumstances.

7. Changes to Maintenance

- 7.1 If the Customer wishes to change the nature or scope of the Maintenance, the Customer must submit a request for change to the Supplier in writing.

The Supplier shall, within a reasonable time from receipt of a request for change, provide written notification as to whether the change has been accepted and what changes this entails in relation to the agreed service levels, effects on quality, technical conditions or other items caused by

the request for change. The Supplier shall not object to the Customer's request for a change or an amendment, unless it can demonstrate an objective reason for doing so.

The parties shall conclude an agreement regarding the change and any agreed financial changes and other terms and conditions as a result of the change.

8. Remuneration, fees and terms of payment

8.1 Fees

In consideration of the Supplier's performance of Maintenance, the Customer shall pay the remuneration specified in the Agreement.

Unless otherwise follows from the Agreement fees shall, when Maintenance is performed on current account, be charged in accordance with the Supplier's price list as applicable at the time of the order. Travel time outside the Supplier's normal working hours will be charged at half of the agreed hourly rate.

The Supplier may invoice fixed fees regularly in advance. When the work is performed on current account, the Supplier may invoice monthly in arrears.

The Supplier may, annually as from the start of a new calendar year, change the agreed fees/hourly rates in accordance with the changes in the Statistics Sweden's index: Labour Cost Index för tjänstemän (LCI tjm) preliminärt index, SNI 2007 kod J (Informations- och kommunikationsverksamhet).

The fees are exclusive of VAT and other additional taxes that were fixed after the Agreement was entered into..

8.2 Travel expenses

Unless the parties have agreed that travel costs shall be included in the agreed fees/hourly rates, the Supplier, when travelling from the Supplier's permanent base, is entitled to remuneration for the costs of subsistence and travel relating to travel by private car in accordance with the Supplier's from time to time applicable price list and for the costs of accommodation and travel relating to travel by means other than a private car on the basis of costs incurred.

8.3 Work outside normal working hours

Unless otherwise follows from the Agreement, the Supplier is entitled to remuneration for work outside normal office hours in accordance with the following: Agreed work to be performed outside normal working hours but after 06:00 and before 20:00 on normal working days Monday - Friday shall be debited at the hourly rate multiplied by a factor of 1.5. Agreed work to be performed outside normal office hours during other times shall be debited at the hourly rate multiplied by a factor of 2.

8.4 Other remuneration

In the event that the Supplier incurs extra work or additional costs due to circumstances for which the Customer is responsible, the Customer shall remunerate the Supplier for such extra work and additional costs in accordance with the Supplier's current price list. The Supplier shall inform the Customer if the Supplier has been able to establish that the work to be performed by the Supplier falls outside the scope of the Supplier's obligation. In such event, the Supplier shall not carry out any further work of significance without the approval of the Customer.

8.5 Final invoice

The Supplier shall, at the latest within 12 months of

expiry of the respective month of service, submit an invoice to the Customer that includes all outstanding items for that month of service. If the Supplier fails to submit such an invoice, the Supplier loses its right to remuneration for the services or work performed, including the remuneration referred to in clause 8.4, except with regard to its right of offset.

8.6 Delay

Payment shall be made within 30 days of the date the invoice was issued. In event of a delay in payment, default interest and other compensation shall be paid in accordance with law.

If the Customer's payment is delayed and the Supplier has requested the Customer in writing to pay the amount due, the Supplier may, 30 days after a written request to the Customer with reference to this clause, withhold further work until the Customer has paid all amounts due and outstanding.

9. Documentation

9.1 In respect of corrective Maintenance, the Supplier shall document what measures have been taken and provide the Customer with the documentation.

10. Specific terms and conditions regarding Maintenance of machine products

10.1 The owner of the machine product shall have the title to any parts installed in the machine product. The Supplier shall have the title to any exchanged parts.

10.2 The Customer shall provide the consumables and data storage media necessary to perform Maintenance at the Customer's premises.

11. Specific terms and conditions regarding Software Products and Systems

11.1 The Customer's rights and obligations regarding updates of Software Products provided and work performed during the Maintenance are the same as its rights and obligations regarding the original version of the Software Product and the original work carried out with the System.

12. Confidentiality

12.1 Each party undertakes not to disclose, without the other party's consent, to a third party, during the term of the Agreement or for a period of three years thereafter, any information regarding the other party's business that may be considered a business or professional secret or which according to law is subject to a duty of confidentiality. Unless otherwise follows from law, the Supplier's pricing information or other information that a party specifies as confidential shall always be regarded as a business or professional secret. The confidentiality obligation does not apply to information that the party can demonstrate has become known to the party other than through the performance of the Agreement or which is publicly known. Furthermore, the confidentiality obligation does not apply when a party is required to disclose such information by law, court or government order or binding stock exchange regulations. Where a party is required to disclose information in such a way, it shall notify the other party prior to disclosure.

12.2 A party shall ensure that confidentiality is maintained as set out above by entering into confidentiality agreements with employees or taking other appropriate measures. A party shall also ensure that subcontractors and subcontractors' employees that participate in the performance of the Maintenance sign confidentiality obligations on equivalent terms.

13. Security and the Personal Data Act

- 13.1 When performing Maintenance, the Supplier shall comply with any security provisions in the Agreement and otherwise follow its internal security regulations.
- 13.2 If Maintenance is performed by external access, the Customer and Supplier shall mutually adopt procedures for external access. If the Supplier performs work at the Customer's premises, or performs Maintenance by external access, the Supplier shall comply with any security directives notified by the Customer. If the Customer amends the security instructions after entering into the Agreement and the Supplier's costs for performing Maintenance thereby increase, the Customer shall compensate the Supplier for the additional costs and, if reasonable, the Supplier shall be entitled to an adjustment of the terms.
- 13.3 When processing data within the scope of the Maintenance, the Customer is the data controller and the Supplier is the data processor. As data controller it is the Customer's responsibility that personal data is processed in accordance with applicable legislation. The Supplier undertakes that it will only process personal data in accordance with the Agreement and the Customer's written instructions. Where the requested action does not follow from the Agreement, the Supplier shall be remunerated for following the Customer's written instructions. If the Supplier processes personal data on the Supplier's equipment, the Supplier shall implement the agreed technical and organisational measures to protect the personal data. If the Supplier processes personal data on the Customer's equipment, the Customer shall ensure that the technical and organisational measures necessary to protect the personal data are implemented. To facilitate the performance of Maintenance, personal data about the Supplier's employees may be processed, for example, by publication on intranet. The Supplier is responsible for obtaining any required consents and for informing the employees of such data processing. When using a subcontractor (a "subprocessor") who processes the Customer's personal data, the Supplier, as the Customer's representative, shall sign an agreement with the subprocessor, according to which the subprocessor, as data processor, undertakes towards the Customer to comply with the provisions of this clause 13. If personal data will be transferred to a country outside of the EU/EEA, the Supplier shall ensure that the subprocessor signs the EU's standard agreement clauses for transferring personal data to a third country. The Supplier shall be entitled to sign the agreement as a representative of the Customer. Prior to using a subprocessor for the processing of personal data, the Supplier shall notify the Customer of the subprocessors it intends to use and which country personal data will be processed in. On the Customer's request, the Supplier shall send the Customer a copy of any agreements signed by the Supplier under this sub-clause 13.3

14. Liability for Maintenance

- 14.1 In the event of defective performance of its Maintenance obligation, the Supplier shall, on receipt of a complaint from the Customer, remedy the notified defects, at its own expense and with the urgency required by the circumstances. This obligation includes remedying defects in materials and workmanship in parts installed in machine products or other equipment included in the Maintenance.
- 14.2 If, due to the Supplier's non-fulfilment of its obligations under sub-clause 14.1, the Customer's use of the Maintenance Object is affected more than insignificantly, the Customer shall, where the remuneration is a fixed fee, be entitled to a deduction for the duration of the non-fulfilment, up to a maximum of 90 days, with an amount

equal to the part of the fee that pertains to the Maintenance Objects in question. Where Maintenance is performed on current account, the Customer shall be allowed a reasonable deduction of the remuneration for the defective Maintenance.

If the Supplier has not fulfilled its obligations under sub-clause 14.1 due to negligence, the Supplier is liable for damages with the limitations set out in clause 15.

Where the Maintenance defect is significant and the Supplier does not remedy it after a written notice from the Customer specifying a final reasonable deadline, the Customer may terminate the Agreement in writing with immediate effect in respect of the Maintenance Object in question and in respect of any other Maintenance Objects if their functionality has been affected more than insignificantly.

- 14.3 If the parties have entered into an agreement regarding agreed service levels, the Customer is entitled to price deduction or liquidated damages in accordance with the terms and conditions of the service level agreement. Other than as just stated, the Customer is not entitled to any damages or other compensation due to deviation from the agreed service levels, other than in the event of intent or gross negligence.
- 14.4 Other than in the event of intent or gross negligence, the provisions of this clause 14 exhaustively regulate the Supplier's liability for Maintenance.
- 14.5 The Customer may only invoke remedies under clause 14, if the Customer has notified the Supplier in writing to this effect no later than 90 days after the Customer became aware, or should have become aware, of the grounds for the claim. With respect to Maintenance performed on current account, the Supplier's liability for Maintenance only includes complaints put forward no later than 90 days from the time the Maintenance was or should have been performed.

15. Limitation of liability

- 15.1 If a party is prevented from fulfilling its obligations under the Agreement due to a circumstance beyond the party's control, including but not limited to lightning strike, labour dispute, fire, natural disaster, changes in regulations, governmental actions and/or a failure or delay in services provided by a subcontractor due to a circumstance stated herein, then this shall constitute a ground for release resulting in an extension of the deadline for performance and release from damages and other remedies. If a circumstance pertains to the Supplier or a condition on Supplier's side in accordance with the above and the Customer therefore is unable, entirely or in part, to use the Maintenance Object, the Customer is entitled to a deduction of the maintenance fee for that period for the Maintenance Object in question. If the performance of the Agreement in substantial aspects is prevented for a period exceeding 30 days due to a certain circumstance stated above, either party shall have the right to terminate the Agreement in writing without incurring any liability for compensation.
- 15.2 The Supplier is liable for damage to property caused by the negligence of the Supplier or its employees. For each event of damage, the Supplier's liability for damage to property is limited to an amount equal to the price base amount specified in the Swedish Social Insurance Act (SFS 2010:110), as applicable at the time the damage occurred, multiplied by 35.
- 15.3 Other than as regards damage to property, a party's liability for damages is limited to a sum equal to 12 months' Maintenance fees for the relevant Maintenance Object, up to a maximum of 30% of 12 months' Maintenance fees for all Maintenance Objects.

- 15.4 A party is not in any event liable for loss of profit or any other indirect damage or loss of data. Furthermore, a party's liability does not include the other party's possible liability towards a third party. The limitation of liability in sub-clauses 15.2 and 15.3 does not apply to personal injuries or in the event of intent or gross negligence.
- 15.5 A party does not have the right to make a claim for damages, unless such claim is made within 6 months from the time the damage occurred.

16. Moving and modifying Maintenance Objects

- 16.1 The Customer shall, if it intends to move or modify a Maintenance Object, notify the Supplier in writing in advance. If the move or modification results in increased maintenance costs, the Customer shall compensate the Supplier for the additional costs and/or the Supplier shall be entitled to an adjustment of the terms.

17. Principles of Business Ethics

- 17.1 The Supplier undertakes to use principles of business ethics that comply with the IT&Telekomföretagen's basic principles on business ethics.

18. Term of Agreement

- 18.1 This Agreement takes effect when signed by the parties. The term of Agreement, extension period and notice period shall be specified in the Agreement. Unless the parties agree otherwise, either party may terminate the Agreement no later than 90 days before the expiry of the current Agreement term. Otherwise the Agreement is extended each time by the agreed extension period. In the event that an Agreement or extension period has not been not agreed, the Agreement continues to apply with a mutual notice period of 90 days. The Agreement expires at the calendar month end following the expiry of the notice period. Termination of the Agreement shall be made in writing.

19. Early Termination, Cancellation

- 19.1 In addition to the Customer's right to terminate the Agreement in respect of certain Maintenance Objects in accordance with clause 14.2, each party is entitled to terminate the Agreement:
- (a) if the other party commits a significant breach of its obligations under the Agreement and does not remedy such breach within 30 days of a written notice that is addressed to the party in question and contains a reference to this clause; or
 - (b) if the other party enters into bankruptcy, initiates composition negotiations, is subject to a business reorganisation or is otherwise insolvent.

- 19.2 If the parties have agreed a certain term of Agreement, the parties may also agree that the Customer may terminate the Agreement, without cause, in respect of certain Maintenance Objects ("cancellation"). Such agreement shall include terms regarding notice periods, compensation to the Supplier in the event of such cancellation and repayment of advances paid etc.

- 19.3 Termination shall only be valid if made in writing.

20. Winding up the Cooperation

- 20.1 In order to achieve a transfer that disrupts the Customer as little as possible, the Supplier shall, to a reasonable extent, assist the Customer if the Customer will provide an equivalent service to the Maintenance, either itself or through another company designated by the Customer. If the Supplier has prepared specific documentation for Maintenance, such documentation shall be handed over to the Customer, to the extent it does not contain any business secrets pertaining to the Supplier. The Supplier shall be entitled to reasonable remuneration for such work or any investment which is required in accordance with the Supplier's applicable price list. The Customer's obligation to pay for an investment only arises if the Customer requests such an investment.

21. Notices

- 21.1 Notice of termination and/or other notices shall be sent by courier, registered post or electronic message to the other party's contact person at the address specified by such party.

The other party shall be deemed to have received such notice:

- (a) at the time of delivery, if delivered by courier;
- (b) 5 days after dispatch, if sent by registered post;
- (c) at the time the electronic message arrived at the recipient's electronic address, if sent by electronic message.

22. Assignment

- 22.1 The Agreement may not be assigned without the approval of the other party.
- 22.2 Notwithstanding the above the Supplier may assign the right to accept payment under the Agreement without the approval of the Customer.

23. Governing law, Disputes

- 23.1 This Agreement shall be governed by Swedish law, without application of its conflict of laws principles.
- 23.2 Any disputes arising out of the Agreement shall be settled in the general courts.

