

General Terms and Conditions

IT Services, version 2014

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These general terms and conditions are intended for use with agreements for IT-related services. They are not intended for use with projects where the Supplier is responsible for delivering a specific result with certain agreed properties.

These general terms and conditions constitute an appendix to the agreement entered into between the parties. The agreement, including appendices, is hereinafter referred to as the Agreement. 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. Scope of the Service

- 1.1 The Supplier shall perform the agreed Service.
- 1.2 In the event that the description of the Service consists of various documents and in the event these documents contain conflicting information, the most recently prepared document shall take precedence.

2. Implementation of the Service

- 2.1 The Parties shall cooperate and consult during the implementation of the Service. Each party shall designate a contact person who shall be responsible for the cooperation in regard to the Agreement. Each party shall notify the other party of the designated contact person. The contact person is entitled to represent the principal in matters concerning the implementation of the Service.
- 2.2 The Supplier shall perform its obligations in a professional manner with personnel who are appropriate, qualified and competent for the purpose.

Unless the parties agree otherwise, the Supplier may engage a subcontractor to perform the Service, provided such subcontractor is not engaged to perform all or a majority of the Service. In the event that the Supplier engages a subcontractor, the Supplier is liable for the subcontractor's work as if it were its own.

The Supplier shall inform the Customer before it intends to engage a subcontractor or let another employee than the one named in the Agreement perform work within the scope of the Service.

- 2.3 The Customer shall make such information and documentation regarding the Customer's operations available to the Supplier as is necessary for the performance of the Service. In the event that the Service shall be performed on the Customer's premises, the Customer shall make available the necessary work space and infrastructure. The Supplier shall perform the Service in accordance with any security directives notified by the Customer.
- 2.4 When processing data within the scope of the Service, 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. When 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. When 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 implementation of the Service personal data about the supplier's employees may be processed, for example by publication on the 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 sub-clause 2.4.

- 2.5 A party who becomes aware of any circumstances that may affect the timetable for implementation of the Service, shall notify the other party without delay.

3. Liability

- 3.1 Subject to the limitations set out below, the Supplier is liable for any damage arising from any negligence by the Supplier in performing the Service.
- 3.2 A party's liability for damages shall be limited to a sum specified in the Agreement. If the Agreement does not specify such a maximum sum, the liability for damages shall be limited to a total sum of 50 price base amounts or, if lower, the remuneration for the Service. When projects are carried out on current account, the remuneration for the Service shall constitute the total remuneration for the Service during the 12 months immediately preceding the date the damage occurred. If the agreed remuneration for the Service is lower than one price base amount, the maximum liability of a party shall instead be limited to an amount equal to two price base amounts. Price base amount means the price base amount from time to time specified in the Swedish Social Insurance Act (SFS 2010:110). A party is not in any event liable for loss of profit or any other indirect damage or loss of data. Furthermore, a party is not liable for the other party's liability towards a third party, other than as stated in clauses 5 and 6. The limitation of liability in this sub-clause 3.2 does not apply to personal injury, liability in accordance with clauses 5 and 6 or in the event of intent or gross negligence.
- 3.3 Where the Supplier has been negligent in performing the Service (referred to as a fault below in this sub-clause 3.3), the Supplier shall without undue delay, where practicable, remedy faults notified by the Customer prior to the deadline set out in sub-clause 3.4. The Supplier's obligation to remedy faults does not apply where it would cause the Supplier inconvenience or costs that are unreasonably high in comparison to the impact of the fault on the Customer. In the event the Supplier has not remedied the fault, the Customer shall be allowed a reasonable reduction of the remuneration for faulty work.

- 3.4 A party loses its right to claim compensation, if such claim is not made within three (3) months after the party became aware, or should have become aware, of the cause for the claim, albeit no later than fifteen (15) months after the work was performed.

4. Intellectual Property Rights

- 4.1 The Customer will receive, against payment of the agreed remuneration, the copyright (including the right to freely use, modify, license and assign to third parties) to the results of the work performed by the Supplier within the scope of the Service. The assignment of copyright does not include the copyright to any software, documentation and/or other material owned by the Supplier at the time of entering into the Agreement, or which the Supplier develops or acquires outside the scope of the Service, or the copyright to any updates and/or other developments of the software, documentation and/or other materials belonging to the Supplier that take place within the scope of the Service. Furthermore, the assignment of copyright does not include the copyright to any software covered by the third paragraph of this sub-clause 4.1. The assignment of copyright is subject to any moral rights that cannot be freely restricted in accordance with law.

In the event that any software, documentation and/or any other material belonging to the Supplier is included in the results of the work performed by the Supplier, the Customer is granted a non-exclusive, perpetual right to use and modify such software, documentation and/or other material within the scope of its business activities and in conjunction with the use of the results to which the Customer obtains the copyright in accordance with the preceding paragraph. The Customer may only sublicense or assign such right to a third party in conjunction with the granting of a license to or the assignment of the results to which the Customer obtains the copyright in accordance with the preceding paragraph. This paragraph does not include any software covered by the third paragraph of this sub-clause 4.1.

With regard to any open source software and/or Software Product included in the results of the work performed by the Supplier, the Customer, instead of what is stated in the second paragraph of this sub-clause 4.1, is entitled to use such open source software and/or Software Product in accordance with the licensing terms for such open-source software or Software Product. The term Software Product means a standard software product or other software which, as specified by the Supplier, is included in the results of the work performed and to which specific licensing terms apply according to the Supplier.

Unless the parties agree otherwise, the Supplier has a non-exclusive, perpetual right to reuse the results of the work performed by the Supplier (including the right to freely use, modify and license to third parties).

- 4.2 Notwithstanding the provisions of sub-clause 4.1, the Supplier is entitled to freely use any knowledge, know-how, experience and/or skills it obtains by or in connection with the performance of the Service.

- 4.3 It is the Customer's responsibility that the licensing terms of any utilised open source software are appropriate for the area in which the Customer intends to use the results of the work performed by the Supplier. With regard to open source software, the Supplier is obliged to comply with any user instructions notified by the Customer.

5. Rights Clearance

- 5.1 A party who provides material is responsible for obtaining such permissions from the rights holder as are required for the performance of the Service in accordance with the Agreement.
- 5.2 With respect to material provided by the Supplier within the scope of the Service, it is the Supplier's responsibility that the use of the Service in accordance with the Agreement does not require any further licences or royalty than set out in the Agreement.

6. Infringement of Intellectual Property Rights

- 6.1 The Supplier undertakes to defend, at its own expense, the Customer against any claims or actions regarding infringement due to the Customer's own use in Sweden and other agreed countries of the results of the Supplier's work, provided that the infringement can be attributed to the Supplier's work or to material provided by the Supplier. The Supplier shall furthermore indemnify the Customer against any costs or damages that the Customer may become liable to pay as a result of a judgment or settlement. The obligation by the Supplier only applies if the Customer has notified the Supplier in writing of a claim or action within a reasonable time and the Supplier has sole control over the defence against such action and the sole right to negotiate any agreement or settlement. If it is finally decided that infringement has occurred and the Supplier has had to participate in an action or settlement as set out above or if the Supplier deems it likely that an infringement has occurred, and this infringement can be attributed to the Supplier's work or to material provided by the Supplier, the Supplier shall, at its own expense, ensure the Customer the continued use of the results of the Supplier's work or replace the part of the results of the Supplier's work that constitutes the infringement with a different part which the Customer reasonably can approve, and the use of which does not constitute infringement, or amend the part so that infringement does not occur. The Supplier is not liable for infringement claims based on material which the Customer has added or provided (see clause 5.1), material that the Customer has instructed the Supplier to use in its work, or for a change that the Customer has made to the results of the Supplier's work. The provisions in this clause 6 exhaustively regulate the Supplier's liability in the event the results of its work or material provided by the Supplier infringes intellectual property rights.
- 6.2 With regard to any open source software and/or Software Product included in the results of the work performed by the Supplier, the provisions on infringement in the licensing terms for such open-source software or Software Product shall apply instead. The term Software Product means a standard software product or other software which, as

specified by the Supplier, is included in the results of the work performed and to which specific licensing terms apply according to the Supplier.

7. Confidentiality

- 7.1 Each party undertakes not to disclose, without the other party's consent, to a third party, during the performance of the Service 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 Service 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 way, it shall notify the other party to this effect prior to disclosure. Where the Customer receives the source code or any other documentation included in the results of the Supplier's work, and the copyright to such material is not transferred to the Customer, the Customer's confidentiality obligation applies with regard to the source code and such other documentation, without any restriction in time.
- 7.2 A party shall ensure that confidentially 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 subcontractor's employees that participate in the performance of the Service sign confidentiality obligations on equivalent terms.

8. Remuneration

8.1 Fees

Unless the parties agree otherwise, the Customer shall pay remuneration on current account in accordance with the hourly rates, overtime rates, etc. specified in the Agreement. If such an agreement has not been reached, a fee shall be debited in accordance with the Supplier's price list from time to time applicable.

Travel time outside the Supplier's normal working hours will be charged at half of the agreed hourly rate.

The Supplier may, annually as from the start of a new calendar year, change the agreed 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 and charges on the Service that were imposed after the Agreement was entered into.

8.2 Overtime

Unless otherwise follows from the Agreement, the Supplier is entitled to remuneration for overtime 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 specified in sub-clause 8.1 multiplied by a factor of 1.5. Agreed overtime work at other times shall be debited at the hourly rate specified in sub-clause 8.1 multiplied by a factor of 2.0.

8.3 Expenses, travel costs

The Supplier is entitled to reimbursement for expenses in accordance with what is specifically agreed.

The supplier is entitled to reimbursement for the costs of subsistence as well as the costs of travel and accommodation in accordance with what has been agreed. In the absence of an agreement, the Supplier, when travelling from the Supplier's permanent base as specified in the Agreement, 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.

8.4 Other remuneration

If the Customer causes the Supplier to be unable to utilise allocated resources, the Supplier is entitled, after notifying the Customer's contact person to this effect, to charge compensation for the allocated time that cannot be utilised. This applies to the extent that the Supplier cannot cover the allocated resources with other work. The Supplier loses its right to claim compensation as a result of the Supplier being unable to utilise allocated resources, if such claim is not made in writing within three months after the delay occurred.

9. Payment

9.1 Unless the parties agree otherwise, the Supplier is entitled to be paid once per month for performed and documented work as well as for any cost incurred.

9.2 Payment shall be made against an invoice. The invoice should state the nature and extent of the work performed during the period to which the invoice relates, costs incurred during the period and other agreed remuneration as well as the number of hours worked along with the hourly rates for each person or employee category involved with the Service.

Payment shall be made within 30 days of the date it was issued. In event of a delay in payment, default interest and other compensation shall be paid in accordance with law. No later than six months after the Service has ended the Supplier shall send the Customer an invoice for all remaining items relating to the Service. If the Supplier fails to send such an invoice, the Supplier loses its right to remuneration for work performed, except with regard to its right of offset.

- 9.3 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 notifying the Customer in writing with reference to this clause, withhold further work until the Customer has paid all amounts due and outstanding. In such event, the Supplier is entitled to compensation in accordance with clause 8.4.

10. Principles of Business Ethics

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

11. Termination

- 11.1 The Customer may terminate the Agreement in relation to any non-performed parts, without cause, by notice 30 days in advance.

The Supplier is entitled to remuneration for work performed and documented necessary costs, and, during the period of notice, for allocated resources.

- 11.2 Either party may terminate the Agreement with immediate effect as follows:
- Either party may terminate the Agreement if the other party commits a material 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.
 - Either party may terminate the Agreement if the other party enters into bankruptcy, initiates composition negotiations, is subject to a business reorganisation or is otherwise insolvent.
- 11.3 In the event of termination by the Supplier in accordance with sub-clause 11.2, the Supplier is entitled to remuneration in accordance with the principles of sub-clause 11.1. In the event of termination by the Customer in accordance with sub-clause 11.2, the Customer shall be allowed a reasonable deduction of the price for any work negligently performed and is entitled to damages in accordance with the provisions of clause 3.
- 11.4 Termination shall only be valid if made in writing.
- 11.5 When a termination becomes effective in accordance with sub-clause 11.1, or when the Supplier has terminated the Agreement in accordance with sub-clause 11.2, the Supplier is obliged to provide, no later than at the time of payment, an account of and hand over the results of work performed. Where the Customer has terminated the Agreement in accordance with sub-clause 11.2, this obligation applies immediately when the Agreement ceases to apply. The Customer is entitled to use the results, as if the Service had been fulfilled, provided that the Customer has fulfilled its payment obligations.

12. Force majeure

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 the performance of the Agreement in substantial aspects is prevented for a period exceeding three months due to a circumstance stated herein, either party shall have the right to terminate the Agreement in writing. In the event of such termination, the Supplier is be entitled to remuneration under the Agreement, for work performed and any documented necessary costs.

13. Assignment

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

14. Notices

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:

- at the time of delivery, if delivered by courier;
- 5 days after dispatch, if sent by registered post;
- at the time of arrival at the recipient's electronic address, if sent by electronic message.

15. Governing law, Disputes

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