

1. DEFINITIONS

- 1.1. **"Agreement"** means the IT-Resource Agreement entered into between the Customer and the Supplier, of which these terms and conditions together with any Statement of Work constitute a part.
- 1.2. **"Business Hours"** means the time during which the Supplier is available to provide Services to the Customer under this Agreement. The Business Hours are Monday to Friday (except for Swedish public holidays) between 8am to 5pm.
- 1.3. **"Customer"** means the company that has decided to enter into the Agreement with the Supplier.
- 1.4. **"Frame Agreement"** means the framework agreement entered into between the Parties, if applicable.
- 1.5. **"eValent Software"** means the software, which is developed by the Supplier and that may be licensed to the Customer in accordance with the Suppliers' license agreement.
- 1.6. **"Statement of Work" or "(SoW)"** means the document(s) specifying the assignment and what services to be delivered under this Agreement.
- 1.7. **"Personal Data"** means personal data as defined in the Data Protection Act 1998 (based on and implements the EC Directive (95/46/EC) on data protection), which may be accessed, processed or created as part of the Services.
- 1.8. **"Services"** means the IT-resource services performed by the Supplier as a time and material assignment as defined in a Statement of Work and in accordance with the terms in this Agreement.
- 1.9. **"Supplier"** means the company providing the Services in accordance with the conditions of this Agreement.
- 1.10. **"Third Party Products"** means software products owned by third parties and legally licensed for distribution by the Supplier or made available to the Customer directly, listed in a license agreement.

2. PERFORMANCE OF THE SERVICES

2.1. General

- 2.1.1. Supplier's personnel and any sub-consultants engaged by the Supplier shall have sufficient competence to perform Supplier's obligations under this Agreement. After informing the Customer, the Supplier is entitled to substitute personnel and/or engage sub-consultants to perform certain parts of the Services.
- 2.1.2. The Supplier shall be primarily liable for any, by the Supplier, contracted sub-consultant's work.
- 2.1.3. The Services shall be conducted efficiently and in a professional manner.
- 2.1.4. The Customer shall perform the preparations that have been agreed and are required according to the Supplier's instructions.

2.2. The Services

- 2.2.1. The Customer is responsible for the result's performance, functionality and usability, while the Supplier is liable for the Services that the Supplier, is to deliver in a workmanlike manner and also with skill, speed and care that the Customer has reasons of expecting, with regard to the background of the specific scope of each assignment. The parties shall in a Statement of Work for each assignment, agree on parameters such as, the objective and purpose, schedule, contacts, control-points for evaluation of the current state of the assignment and objectives which have been met, allocated resources for both parties regarding staff and other resources, and documentation.

3. ACCESS TO THE CUSTOMER FACILITIES ETC.

- 3.1. The Customer shall provide the Supplier with appropriate and free access to the Customer's premises and network to enable the Supplier to fulfil its obligations in relation to the Customer.
- 3.2. The parties can in connection with the signing of a Statement of Work agree that the Customer shall provide specific equipment, software, license, system, documentation or other resources that are necessary for the execution of an assignment. Equipment, software etc. that the Customer has made available to the Supplier shall be returned to the Customer after the assignment has been completed.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. All rights of ownership, copyright and other intellectual property rights arising in any results, know how, discoveries, inventions, drawings or the like of a technical, operational or financial nature that have been developed by the Supplier alone or together with the Customer's personnel as a part of the Services or otherwise in connection with the Services shall vest in the Supplier. To avoid any

misunderstandings, if and to the extent that the Services covers or contains the eValent Software or any Third-Party Products, such software is licensed according to a separate license agreement and is not covered by the license under this Clause 4.1.

- 4.2. The Customer hereby obtains a non-exclusive, non-transferable, free license to use the intellectual property contained in the Services to the extent necessary to enable the Customer to receive the Services. Provided the Customer has paid the compensation in full that is due under the Agreement and has complied with the terms and conditions of this Agreement, the Supplier shall grant the Customer an irrevocable, non-exclusive, non-transferable and non-sub-licensable right, without territorial limit, to use, copy and modify the result for internal applications and internal use. To avoid any misunderstandings, if and to the extent that the result covers or contains the Software or any Third-Party Products, such software is licensed according to a separate license agreement and is not covered by the license under this Clause 4.2.

5. TERMS OF PAYMENT

- 5.1. The Services will be performed on a time & materials basis at the hourly fee, overtime remuneration, etc. specified in this Agreement.
- 5.2. Prices and charges, excluding any applicable taxes, are stated in the Statement of Work.
- 5.3. The Supplier is entitled to increase its fees and charges once per year so that it corresponds with the standards generally applied by the Supplier observing the cost trends indicated by Statistics Sweden's index Labour Cost Index, non-manual workers (preliminary), private sector (LCI non-man) by industrial classification NACE Rev. 2 and quarter, code J (information and communication companies) plus 5 %, (www.scb.se).
- 5.4. If remuneration to the Supplier should be paid per working hour, invoicing shall occur on a weekly basis in arrears and shall state the following;
 - 5.4.1. number of accrued hours; and
 - 5.4.2. the name of the consultant at the Supplier that has conducted the assignment.
- 5.5. If an assignment is to be executed to a fixed price, invoicing shall occur on a bi-weekly basis in arrears or in accordance with the payment plan stated in the Agreement.
- 5.6. Payment shall be made against invoice and payment shall be made by the Customer no later than twenty (20) days after the date of invoice.
- 5.7. In the event of a delay in payment, the Supplier is entitled to charge interest for delay corresponding to the reference rate determined by the Swedish Central Bank applicable at any given time, with a supplement of eight (8) percentage units, plus a reminder charge.
- 5.8. If the Customer's payment is delayed and the Supplier has sent a written request to the Customer to pay the amount due, the Supplier is entitled, seven (7) days after the written request concerning the same was sent to the Customer containing a reference to this item, to discontinue any further work until the Customer has paid any outstanding claims.
- 5.9. Notwithstanding the above provision for late payment, in this event the Supplier may at its option and without prejudice to any other remedy, fourteen (14) days after the written notice concerning the due payment was sent to the Customer, terminate this Agreement.
- 5.10. If the Supplier becomes entitled to terminate this Agreement for any reason, any sums then due to the Supplier will immediately become payable in full.
- 5.11. In addition to the prices and charges set out in this Agreement, the Customer shall be responsible for the payment of all indirect taxes and other public charges that arise or may be due as a result of the parties entering into this Agreement.

6. OVERTIME AND TRAVELLING ALLOWANCE

- 6.1. Supplier is entitled to compensation for overtime and travelling time as provided below:
 - 6.1.1. The contracted hourly rate is charged for travelling time during Business Hours.
 - 6.1.2. Half of the hourly rate is charged for travelling time outside Business Hours.
 - 6.1.3. The contracted hourly rate multiplied by a factor of two (2) per hour, is charged for work, requested by the Customer and accepted by the Supplier, to be performed outside Business Hours. In the event of agreed overtime work to be commenced immediately adjacent to the end of business day, the hourly overtime rate does not take effect until two (2) hours after end of

Business Hours, unless the Supplier has informed the Customer otherwise prior to accepting the overtime.

- 6.1.4.
- 6.1.5. Supplier is entitled to compensation for travelling expenses and for disbursements necessary to perform the Services.
- 7. LIABILITY FOR DAMAGES**
- 7.1. The Supplier is liable to pay compensation for damage or injury that arises owing to the Supplier's negligence when performing the Services.
- 7.2. The Supplier's liability for damages shall be limited to compensation for direct costs as a consequence of the damage or injury and for this reason shall not cover indirect damage or consequential loss, which includes, but is not limited to, damage caused by loss of income, loss of data or through improper use of the Services, eValent Software or Third Party Products, including any liability on the part of the Customer to pay compensation in relation to a third party or loss of information. This also applies if the Supplier has been advised of the possibility that such loss or damage can occur.
- 7.3. A Party's liability for damages shall, unless there has been intent or gross negligence, be limited to a total of 25 statutory price basic amount calculated based on changes in the general price level, in accordance with the National Insurance Act (2010:110), however not more than the fee for the Services under the Statement of Work in question. In the case of an assignment on open account basis, the damages shall be limited to 100% of the estimated remuneration for the Services during an aggregate period of no more than six (6) months.
- 7.4. In order to preserve its right to claim compensation or damages, a Party shall present any claim for compensation or damages within three (3) months after having observed the grounds for the claim, but no later than six (6) months from the date on which the Services was provided.
- 7.5. If the Supplier fails to comply with its obligations during the term of this Agreement then it shall be entitled to be given a reasonable opportunity to correct any errors and to re-perform its obligations.
- 8. FORCE MAJEURE**
- 8.1. If a Party is prevented from carrying out any of its obligations under this Agreement due to circumstances outside such Party's reasonable control and which circumstances could not reasonably have been foreseen by such Party at the time this Agreement was entered into or if its sub-contractors are prevented from carrying out its obligations due to such circumstances, then such Party shall not be deemed to be in breach of this Agreement, and such circumstances shall constitute grounds for the postponement of the delivery and other performance and a release from any sanctions. If the circumstances referred to in this Clause continue for a period greater than three (3) months, the other Party is entitled to give written notice terminating this Agreement.
- 9. RESTRICTION ON EMPLOYMENT**
- 9.1. Neither Party may employ or offer employment to such person who is employed by or acts on the assignment of the other Party for as long as this Agreement is in force and for a period of six (6) months after its termination. In the event that a Party should commit a breach of this provision, then such Party shall be liable to pay to the other Party a penalty of five hundred thousand (500 000) SEK for each such breach.
- 10. CONFIDENTIALITY**
- 10.1. During the term of this Agreement and for a period of two (2) years from the termination of this Agreement, neither Party may, without the approval of the other party, use or otherwise divulge to a third party information concerning the internal affairs of the other party which may be regarded as proprietary, confidential or a trade secret or information which, according to law, is covered by a duty of confidentiality. Information which a party identifies in writing to be confidential and information regarding eValent Software and the Suppliers' pricing information shall at all times be treated as confidential under this Clause 10.
- 10.2. A Party shall through appropriate measures ensure compliance with the above duty of confidentiality.
- 10.3. The duty of confidentiality does not extend to information which a Party can show has become known to him otherwise than in connection with the execution or performance of this Agreement, or which is generally known to the public through no fault of the receiving party.
- 11. PERSONAL DATA**
- 11.1. If the Services include any services in relation to the processing of Personal Data, the Supplier will comply with all relevant provisions of the Data Protection Act 1998.
- 11.2. When processing Personal Data within the scope of the Agreement, 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.
- 11.3. The Supplier shall process Personal Data only in accordance with this Agreement and the instructions of the Customer and shall take all appropriate measures to ensure that the Personal Data is kept secure and is not subject to any unauthorized processing, loss, destruction or damage.
- 11.4. The Supplier shall immediately notify the Customer upon discovering of any unauthorized or unlawful disclosure or use of Personal Data.
- 11.5. Prior to using a subcontractor for the processing of Personal Data, the Supplier shall inform the Customer about the intended subcontractor and the country in which the processing will take place. When using a subcontractor who processes the Customer's Personal Data, the Supplier, as the Customer's representative, shall sign an agreement with the subcontractor, to which the subcontractor, as data processor, undertakes towards the Customer to comply with the provisions in this Clause 11.5.
- 11.6. Where Personal Data will be transferred to a country outside the EU/EEA, the Supplier shall ensure that the subcontractor signs the EU's standard agreement clauses for transferring Personal Data to a third country.
- 11.7. On the Customer's request, shall the Supplier provide the Customer with a copy of any agreements signed by the Supplier with any subcontractor under this Clause 11.
- 11.8. The Supplier shall at the request and option of the Customer, promptly return or safely destroy all Personal Data in the Supplier's possession or control.
- 12. ASSIGNMENT OF THIS AGREEMENT**
- 12.1. The Supplier may assign the right to receive payment under this Agreement without the consent of the Customer.
- 12.2. A Party may not assign this Agreement or the rights and obligations under this Agreement without the written consent of the other Party, except as provided above.
- 13. TERM AND TERMINATION**
- 13.1. This Agreement shall come into force on the date on which both Parties have duly signed this Agreement and shall remain in force until the Parties mutually agree otherwise in writing or this Agreement is terminated in accordance with the provisions set out below or otherwise ceases completely or partly owing to a provision of this Agreement.
- 13.2. Either Party is entitled to terminate this Agreement by giving the other Party three (3) months written notice.
- 13.3. Either Party is entitled to give notice in writing terminating this Agreement with immediate effect in the event that:
- 13.4. the other Party has committed a material breach of contract, provided that the other Party has not cured the breach (where a cure is possible) within a reasonable period of time, though no later than three (3) months calculated from the date on which written notice about such breach of contract is presented to the other Party; or
- 13.5. if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits appointment of a receiver for its business or assets, becomes subject in any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.
- 13.6. Notice of termination of this Agreement shall be made in writing.
- 14. GOVERNING LAW AND DISPUTES**
- 14.1. This Agreement shall be governed by Swedish law, without application of its conflict of laws principles.
- 14.2. Disputes concerning interpretation or application of this Agreement, or part thereof and associated legal situations, shall firstly be solved through negotiation between the parties.
- 14.3. Any disputes arising out of the Agreement, not possible to solve through negotiation between the Parties, shall be settled in the general courts.