

These General Terms and Conditions shall be applied with the delivery of the services: Operations, Maintenance and Support. This document is an appendix to an agreement that the parties have entered into.

1 Agreed scope

What is meant by the “agreed scope” means the delivery of Operations, Maintenance and Support in accordance with what the Parties have specifically agreed to.

AddPro has the right, if the financial and technical considerations justifies it, to make a change in underlying technology of the services which are encompassed within this Agreement. Such a change requires that the affected service does not adversely affect the quality nor that it presents a financial burden to the Customer.

2 Implementation

AddPro shall perform maintenance and provide the contracted operating services in accordance with the agreed scope.

In the situation where the specification according to above is lacking, or it is unclear, “Maintenance” means that AddPro works to remedy malfunctions in the agreed equipment or services. What is meant by “Operations” means that AddPro takes responsibility for the operations (functioning) of all or a part of the Customer’s IT environment. What is meant by “Support” is a guaranteed service level. The scope should be clearly stated in this agreement.

Each Party are required to notify the other Party, promptly without delay, any information that may be of relevance for the performance of the agreed scope.

The Parties agree and undertake to allocate the necessary resources to the extent required for the performance of the agreed scope. In addition, the Parties commit themselves to perform the agreed scope with carefulness and precision, professionalism, and in a workmanlike manner.

Unless otherwise agreed, the Agreement shall be carried out according to the procedures, standards, and processes AddPro normally applies.

All Operations, Maintenance and Support takes place during AddPro’s ordinary working hours on weekdays. For any work outside of the normal working hours, a special agreement will be required.

If the Operations, Maintenance or Support occurs at the Customer’s site, the Customer shall provide to AddPro the desires and intentions they have regarding any changes in the operating environment, in writing.

If the Operations, Maintenance, or Support occurs at AddPro, AddPro may move the services to any location within the Nordic region or another country within the EU. This move takes at AddPro’s expense and it is not permissible for it to adversely affect the Customer.

The agreed delivery date is the date of commencement of the agreed operations and services.

If the commencement of the services does not meet with the agreed scope, AddPro must remedy this without undue delay.

If AddPro can not meet the agreed scope by taking corrective measures, AddPro shall in this situation suggest to the Customer alternative options in accordance with the agreed scope. Any such alternative must meet the approval of the Customer.

3 Documentation

It is the responsibility of the Customer to present adequate operational documentation prior to the effective date of this Agreement. Such documentation is subject to the approval of AddPro.

AddPro has the responsibility to ensure that the operational documentation concerning the Customer’s operating environment in accord with this Agreement is kept updated. In the event of a change of that environment, AddPro is entitled to financial compensation for such updating.

The Customer is entitled to receive upon request, without undue delay, a copy of the said documentation.

The Customer is entitled to provide copies of the operating documentation to third parties at the expiry of the Agreement. During the term of the Agreement however, such information may not be provided to any third parties.

Any information or documentation provided to third parties may not contain such information that pertains to AddPro’s confidential business information or trade secrets.

4 The cooperative working relationship

The Parties shall each designate a contact person who will be responsible for the co-cooperative work under this Agreement. These liaison persons must have adequate expertise and authority to deal with the issues that may arise which have importance for the performance of this Agreement.

The Customer is entitled to review and examine AddPro’s handling of this Agreement, in order to ensure that AddPro is complying with what has been agreed to. Such a review may be made by the Customer’s own personnel or by any another person subject to AddPro’s approval. In addition, such a review must be preceded by a written request from the Customer, at the latest 15 working days prior to the review. The Customer must indemnify and reimburse AddPro for the expenses AddPro incurs in connection with this review, except for such materials that can be considered as already known in the current working relationship, for example reports which are generated automatically, and are routinely already provided to the Customer.

5 Subcontractors

AddPro is entitled to subcontract parts of this Agreement by hiring subcontractors, subject to the Customer's approval, for the fulfilment of its obligations pursuant to the agreed scope. In the situation where AddPro hires a subcontractor, AddPro remains responsible for the subcontractor's work as if it was its own work.

6 Responsibility and liability

AddPro must, without unjustified delay, remedy any problems or deficiencies in the service or operations, unless this does not correspond to the agreed scope.

AddPro's liability or responsibility does not cover problems or deficiencies caused by the Customer's incorrect or improper use of the service, feature or product delivered.

AddPro has no liability for problems caused by viruses or other attacks originating from outside the system. AddPro will, however, without undue delay, take measures and work to restore the Customer's operating environment. AddPro is entitled to reasonable compensation for such work.

Nor can AddPro be held liable or accept any responsibility for matters that are beyond AddPro's control or for that which AddPro can not directly influence.

In addition, each Party is responsible, subject to the limitations stated below, for damages which the Party has caused by negligence.

Neither Party has any liability for lost profits or other indirect damages. Nor is either Party liable to the other Party for any eventual obligations of compensation to third parties.

The liability for damages shall be limited to an agreed amount. If such agreement is lacking in this Agreement, the amount of damages shall be limited to a maximum of 35 times (at the time of the claim for damages was made) the price base amount (*prisbasbelopp*) under the Swedish National Insurance Act (*Lagen (1962:381) gällande allmän försäkring*). The amount of damages may not, however, be more than 15% of the total value of this present Agreement. With agreements that extend over a period longer than one year, such value of the Agreement is limited to a value equivalent to one year.

A Party must make any claims under this paragraph within 30 days of when the Party noticed, or should have noticed, the matter or situation giving rise to the claim. Any claims that are made must be made in writing to be considered.

The limitation of a Party's liability does not apply in cases where the damage was caused intentionally or by gross negligence.

7 Service Levels

The Parties shall reach a specific agreement regarding service levels. The Service Levels are to be stated in that agreement.

In the event that a Service or Operations can cause significant disruption in operations or a risk of damage, AddPro retains the

right to suspend the Service or the Operations. AddPro must promptly notify the Customer of the changed availability.

In addition, AddPro has the right to prevent the usage of the system by the Customer or the User if their use violates any applicable legislation or governmental regulation.

8 Follow-up

The Parties are to enter into specific agreement regarding the methods for obtaining metrics, reports, and other matters that are intended to be part of the Parties follow-up.

Unless otherwise specifically agreed, the follow-up monitoring shall be conducted according to the procedures and standards that AddPro ordinarily applies.

9 Rights to software programs and data

The Customer is responsible for obtaining any necessary licensing agreements for the Customer's software programs and that the agreement in question permits AddPro to manage the Maintenance, Operations, and Support.

AddPro is responsible, to the same extent as above, for AddPro's software, except with the difference that it also must be able to be used by the Customer in the agreed operating environment.

The Customer owns the rights to all data which the Customer makes available to AddPro's for its use.

For the Customer's software and data, the Customer also has the responsibility to ensure that its management and use is in accordance with applicable legislation and governmental regulations.

In situations where the Service or Operations includes third-party applications, the Customer may only use such an application in accordance with the product supplier's terms and conditions for the license.

If there are bugs in or other problems with the third-party application and AddPro, in-house, can not remedy the bug/problem, AddPro shall promptly report the bug/problem to the product supplier. AddPro has no liability for errors, bugs, or other problems in third party applications.

10 Rights

The Party providing material for the performance of this Agreement is responsible for ensuring that such material is encompassed within the necessary rights.

AddPro is obligated, at its own expense, to defend the Customer in the event any claims are made against it relating to the infringement of any intellectual property rights and their usage in Sweden, and as well to indemnify and hold the Customer harmless if the materials supplied by AddPro infringe upon the rights of others and the Customer as a result of this becomes liable to pay damages. This obligation also applies to other countries if such an agreement is made. AddPro's liability only applies if the infringement is attributable to AddPro's work and materials. In addition, AddPro's liability is only in effect subject to the precondition that the Customer notifies AddPro,

in writing, within a reasonable period of time, about these claims.

11 Personal data

The Customer has the responsibility to ensure that the collection and retention of personal data occurs in accordance with applicable law. AddPro will only process personal data such as a personal data assistant within the framework of this Agreement, i.e. that it will occur in accord with the Customer's instructions

12 Terms of Payment

All stated prices or rates and charges are stated in Swedish kronor (SEK).

Invoices must be paid within 30 days of the invoice date. VAT and other taxes or governmental charges, beyond what is specified in the Agreement, which are in force at the time of the issuance of the invoice, will be added.

In the event of late payment, AddPro reserves the right to charge for late payment interest at the reference rate plus 8%, from the due date.

AddPro entitled to once a year, at the end of each year, to adjust the fixed and variable charges in accordance with the change in costs according to Statistics Sweden's index called the IT Consulting Index (*IT konsultindex*), however a minimum of 2%.

The indexation is based on IT Consulting Index according to Statistics Sweden's definition. The calculation is based on the IT Consulting Index (www.scb.se) according to the following formula:

$$\text{Indexation} = \frac{\text{Q3 this year}}{\text{Q3 previous year}}$$

13 Termination

Either Party has the right to terminate the Agreement with immediate effect if the other Party suspends its payments, initiates proceedings for judicial composition, declares bankruptcy or otherwise can reasonably be assumed as not being able to properly fulfil their contractual obligations. For such termination, the other Party must however have been given the opportunity to provide satisfactory collateral as security, within a period of two (2) weeks after notice is given.

Either Party also has the right at any time and without liability of compensation, to terminate the Agreement with immediate effect by giving notice in writing, if the other Party's performance is deficient in any material respect vis-à-vis the contract terms and conditions, and despite a written warning has not taken corrective action within 30 days of receipt of that written warning. Termination under this section does not affect

the Party's right to penalties or other remedies as a result of the breach of contract, such as the right to any claims for damages.

No matter what the reason for the termination of this Agreement, AddPro shall assist with the transfer of data, documentation, and in respects work to minimise any damage to the Customer. AddPro is entitled to reasonable compensation for such work.

14 Confidentiality

The Parties shall take the necessary measures to comply with the Parties rules concerning security and confidentiality.

The Parties undertake, in the absence of any special agreement, not to allow the unauthorised use of or to disclose information which is considered to be a trade secret or which, according to law, is encompassed within provisions concerning confidentiality. This obligation remains applicable during the entire term of the Agreement and then for an additional period of 36 months after the Agreement has been terminated.

The obligation of confidentiality does not apply to information that could be considered to be in the public domain.

15 Transfer and assignment

Each Party has the right to assign this Agreement, including its appendixes, to another company within the group to which the Party belongs, unless the other Party can show objective justification for the refusal to consent to such transfer or assignment.

AddPro may, however, transfer the rights to receive payment under this Agreement without needing to obtain the consent of the Customer.

16 Force Majeure

If the Party has been hindered or prevented from fulfilling its obligations under this Agreement by circumstances the Party could not control, this shall constitute grounds for exemption of liability for damages or penalty payments.

Examples of such circumstances providing grounds for exemption may be lightning, labour disputes, fire, changes in governmental regulations or governmental intervention.

17 Disputes

In the event any dispute arises concerning the interpretation or application of this Agreement or the related legal relationship or matters contained within, it shall be submitted to arbitration for determination in accordance with Swedish law. The arbitration proceedings shall take place in Malmö.

18 Definitions

What is meant by "in writing" is a document that has been signed and delivered by postal mail, fax, or electronic mail.