

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

## 1 Scope

What is meant by "scope" is the delivery of Products, Services and Support in accordance with what the Parties have specifically agreed to.

## 2 Implementation

The Parties shall carry out the agreed preparations, and prepare, as required by AddPro, the additional instructions and guidance for the preparations. Such instructions, guidance, and agreements shall be provided by the Party in sufficient time in advance of the planned performance.

Each Party is 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.

The agreed delivery date is the date when the performance is to fulfil the agreed scope. If the delivery date refers to Products, these shall be regarded as delivered when the delivery arrives to the address supplied by the Customer. If the Products are collected by the Customer, these shall be regarded as delivered when they are released by AddPro. All risks concerning the delivery are upon the Customer when delivery occurs as above.

If the performance of the Agreement is not in compliance with or does not fulfil the agreed scope, AddPro is obligated to remedy this without undue delay.

If AddPro can not fulfil the agreed scope via remedying the situation or taking corrective measures, in this case AddPro shall suggest alternative options to the Customer in accordance with the agreed scope. The Customer shall be asked to approve such an alternative in the case they fulfil the agreed scope.

In the situation where there is a delay in delivery of more than 5 business days, and this is due to either of the Parties, the affected Party shall be entitled to a penalty payment. The penalty shall be 0.5% per every week or part of a week in which the delivery is delayed. The penalty payment may not exceed 10%. The penalty is calculated on the total contract value. Concerning agreements that extend over a period longer than one year, such value of the Agreement is limited to a value equivalent to one year.

No penalty payment will be due in cases where AddPro makes available different products or services at the Customer's disposal, and that in such a case they correspond to the agreed scope, subject to the approval of the Customer.

Either Party may terminate this Agreement if the delay in delivery is longer than 90 days from the promised delivery date.

In the situation where a new date for delivery is agreed upon, any delays in delivery will be calculated from this new date. Such agreement must be approved and confirmed by the Customer in writing.

## 3 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.

## 4 Responsibilities and liability

AddPro is obligated to remedy, without undue delay, any problems or deficiencies in the delivery, if 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 delivered service or product.

Nor does AddPro assume any liability for problems caused by viruses or other external attacks.

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 due to negligence.

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.

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.

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.

The support service does not include support for problems or issues arising from external causes such as power failure, voltage faults, problems in their air conditions, moisture or humidity, incorrect input/output signals to the equipment, improper handling or management by the Customer, or other similar events.

In addition, the support service does not include consulting support for installation, upgrading or configuration of software, or work that is not directly related to the product or an issue with the software.

For problems or defects found in the equipment and which are not covered by this Agreement, AddPro is entitled to compensation for additional costs and the time expended for the work at the currently applicable rates.

## 5 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. 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.

## 6 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.

The Products remain AddPro's property until full payment has been made.

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

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

The prices for product support are adjusted according to the manufacturer's current prices/rates, at the time of the renewal or the newly acquired support service.

## 7 Support time

The support time runs per individual product. Any notification of termination of the support, for each individual product, must be made no later than 3 months before expiry of the support time.

If a notice of termination is not made within the prescribed period, the support period is automatically extended for periods of twelve (12) months at a time with the same terms for termination as stated above.

Any notice of termination must be made in writing.

## 8 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 assert any claims for damages.

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

## 9 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.

## 10 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.

## 11 Force Majeure

If a 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.

## 12 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 accordance with Swedish law. The arbitration proceedings shall take place in Malmö.

## 13 Definitions

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