

IT Infrastructure Services

General Terms and Conditions



These general terms and conditions are intended for use when the Supplier performs infrastructure services on a current account, for example operational and workplace services for the Customer, regardless of where they are carried out.

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

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.

Agreed Start Date

The date on which the Service shall be available to the Customer in accordance with the Agreement.

Documentation

Documentation concerning the Customer's Equipment and the Customer's Software which, in accordance with the Agreement, is included in the Service.

Actual Start Date

The date on which the Service is available to the Customer.

Customer's Data

Data or other information that the Customer puts at the Supplier's disposal for the Service as well as the result of the Supplier's data processing.

Customer's Software

Software owned by the Customer or which the Customer is entitled to use in accordance with agreement.

Customer's Equipment

Computers and other equipment owned, rented or leased by the Customer.

Supplier's Software

Software owned by the Supplier or which the Supplier is entitled to use in accordance with agreement.

Supplier's Equipment

Computers and other equipment owned, rented or leased by the Supplier.

Specification

The specification over the contents of the Service contained in the Agreement and any subsequent agreed changes thereof.

Additional Services

Any additional services provided by the Supplier and which are not included in the Specification.

Service(s)

Each infrastructure service specified in the Agreement or in an amendment to the Agreement and any subsequent agreed changes thereof.

Handover

The actions to be implemented in order for the Supplier to assume the responsibility for the relevant infrastructure service from the Customer or its supplier.

2. Supplier's undertaking

2.1. From each respective Agreed Start Date, the Supplier shall provide the agreed Services in accordance with the terms and conditions of the Agreement. The contents of the Services are set out in the Specification.

2.2. The Supplier shall actively participate in the Handover from the Customer or its supplier in accordance with clause 4 below. Clause 4 shall apply mutatis mutandis in a situation which concerns the setting up of a new Service rather than a Handover from the Customer or its supplier.

2.3. The Supplier shall perform its obligations with employees that are appropriate, qualified and competent for the purpose. The obligations shall be performed in a professional manner. Unless otherwise follows from the Agreement, the Service shall be performed in accordance with the methods and standards normally applied by the Supplier.

2.4. The Supplier may engage a subcontractor to perform the Service and other obligations under the Agreement. The Supplier is liable for a subcontractor's work as if it had been performed by the Supplier itself.

3. Customer's undertaking

3.1. In order for the Supplier to be able to perform its obligations in accordance with clause 2, the Customer is responsible for the following:

a) Allowing the Supplier access to the premises, equipment, software and documentation in the Customer's possession that are required for the performance of the Supplier's obligations.

b) The Customer shall provide information for the Supplier's work in connection with the Handover/ establishment of a new Service, review documentation and issue decisions and otherwise, as and when required, provide the information necessary for the Supplier to perform its obligations under the Agreement.

c) The Customer shall provide correct and required information regarding the Customer's conditions and circumstances.

d) The Customer is responsible for faults and defects in the Customer's Equipment or Customer's Software, unless the Supplier is responsible for the fault in such equipment or software in accordance with the Agreement.

e) The Customer shall perform its obligations with sufficient resources and employees who are qualified and competent for the purpose, and otherwise perform the obligations in connection with the Service that are specified in the Agreement.

f) Unless otherwise follows from the Agreement, the Customer shall be responsible for control and administration of access rights in relation to all users of the Customer's Software and the Customer's Data, with the exception of any employees of the Supplier who need access to these for the performance of the Service.

4. Handover - Setting up of new Service

4.1. The Supplier shall prepare an activity plan for the Handover. On the Supplier's request, the Customer shall, to a reasonable extent, participate in this work and the Handover. The activity plan shall include, for example, the performance of necessary pre-planning, testing and/ or trial periods as well as a timetable. This sub-clause

shall apply mutatis mutandis to the set-up of a new Service. The

remuneration which the Customer shall pay to the Supplier for its work with the Handover or setting up a new Service shall be specified in the Agreement.

- 4.2. In good time before the Agreed Start Date for the Service, the Customer's instructions for the corresponding previous service shall be reviewed with the Customer and relevant personnel in accordance with the activity plan. The Customer shall submit to the Supplier the Customer's documentation regarding any operation, and regarding systems and software included in the Service and which constitute the Customer's Equipment or the Customer's Software or which the Supplier has taken over from the Customer. To the extent that the submitted documentation needs to be supplemented, and unless otherwise follows from the Agreement, the parties shall make an agreement in this regard, and in regard to the Supplier's right to remuneration in the event that the supplementation is undertaken by the Supplier. When setting up a new Service, the Customer shall provide the required documentation concerning any Customer's Software and Customer's Equipment included in the Service.
- 4.3. The Supplier is entitled to a reasonable extension of time if the Supplier is delayed owing to a circumstance for which the Customer is responsible or owing to a circumstance set out in clause 18.1 below.
- 4.4. If the Actual Start Date for the Service, falls on a date after the Agreed Start Date with the extension in accordance with clause 4.3, this constitutes a delay. In the event of delay the Customer is entitled to liquidated damages per initiated week of delay at a rate of 0.5% of the estimated remuneration for the project concerning Handover/setting up of new Service, up to a total amount of liquidated damages of 10% of the estimated remuneration for the project concerning Handover/setting up of new Service. Other than as just stated, the Customer is not entitled to any damages or other compensation due to delay, other than in the event of intent or gross negligence.
- 4.5. Where a delay under clause 4.4 has persisted for more than three months, the Customer may rescind the Agreement by written notice to the Supplier. Where the Customer rescinds the Agreement, the Customer is entitled to damages to the extent the damage is not covered by the compensation in clause 4.4, albeit with the limitation set out in clause 18.2

5. Handover of employees, equipment, software etc.

- 5.1. If the Supplier shall take over any activities from the Customer the parties shall enter into a separate agreement in this respect.

6. Changes to the Service

- 6.1. If the Customer wishes to change the nature or scope of the Service or any other aspect that affects the performance of the Service, the Customer shall propose such wish 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 the terms, including the price, impact on quality etc., that apply to the change. The Supplier shall not object to the Customer's request for change or amendment, unless it can demonstrate an objective reason for doing so.

The agreement regarding the change, and any other agreed financial changes and other terms due to the change, shall be signed by both parties.

- 6.2. Unless otherwise follows from the Agreement, the Supplier may, while complying with the provisions on personal data in clause 14.4, and after consulting the Customer, at its own cost, move the performance of the Service, in whole or in part, to another country, provided that this does not have any negative effects on the Customer.
- 6.3. If motivated by financial and technical considerations, the Supplier may change the Service, provided that such change

does not have any negative effects on the Customer.

- 6.4. Notwithstanding sub-clause 6.3 the Supplier may, after notifying the Customer a good time in advance, replace Supplier's Software or introduce new releases or versions of Supplier's Software, which, in the form installed, is no longer maintained by the supplier in question. Unless otherwise agreed, the Supplier is responsible for the cost of changing or upgrading such software. The Customer is always entitled to demand to keep the used version at its own risk and liability, in which case the Supplier shall be entitled to adjust the agreed service levels. In such case the Customer shall reimburse the Supplier for its extra costs for keeping the old version.

If the Supplier replaces the Supplier's Software or introduces a new release or version of the Supplier's Software in accordance with the preceding paragraph, the Customer is responsible for any resulting necessary changes in the Customer's Software. If the Supplier's demand in accordance with the preceding paragraph might lead to a demand for changing the Customer's Software, the Customer may require that the Supplier's change is postponed by up to 4 months from the date the Supplier notified the Customer of the replacement.

7. Documentation

The Supplier is responsible for keeping the Documentation up to date and ensuring that it complies with the agreed requirements. In the event of any changes to the Service that lead to updating of the Documentation, the Supplier is entitled to remuneration if this is agreed in accordance with clause 6.1. The Documentation shall be updated continuously to ensure that its scope and quality is such that a well-reputed IT supplier, without any major inconvenience, could take over and provide the Customer with services corresponding to the Service. The Customer shall be entitled to access the Documentation immediately on request.

- 7.1. On expiry of the term of agreement, the Customer may transfer the Documentation to a third party. During the term of agreement, the Documentation may not be disclosed to a third party, other than in connection with transferring the Service to another supplier. Notwithstanding the aforementioned, the Customer is not entitled, either during or after the term of agreement, to disclose any Documentation to a third party before the Supplier has had an opportunity to remove information which is a business or company secret of the Supplier.

Nevertheless, if the Customer is a governmental authority, company, association or trust that falls under the Swedish Public Access to Information and Secrecy Act (2009:400), the Documentation may also be disclosed when the party is obligated to disclose it in accordance with law. Before the Documentation is disclosed, the Supplier shall be given an opportunity to point out which information constitutes business or company secrets of the Supplier.

8. Cooperation

- 8.1. 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 and any Additional Service. Other contact areas and cooperation bodies as well as their composition and tasks shall be set out in the Agreement.

9. Remuneration, fees and terms of payment

9.1. Fees

In consideration of the Supplier's performance of the Service, the Customer shall pay, from the Actual Start Date for the Service, the remuneration specified in the Agreement. For Additional Services, the Customer shall pay in accordance with the Supplier's from time to time applicable price list. If the

parties have made an agreement on hourly rates, the remuneration is charged on current account at the agreed hourly rates.

The remuneration can be adjusted in accordance with the principles set out in the Agreement.

The remuneration is exclusive of VAT and other additional taxes and charges relating to Services and Additional Services that were fixed after the Agreement was entered into.

Unless otherwise follows from the Agreement, fixed charges shall be invoiced regularly in advance. With regard to Additional Services or other remuneration in accordance with the Agreement, the Supplier is entitled to invoice monthly in arrears. Payment shall be made within 30 days of the date the invoice was issued

9.2. Travel costs

If the parties have not agreed that travel costs should be included in the agreed fee, 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.

9.3. 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 from time to time applicable price list.

9.4. Final invoice

The Supplier shall, at the latest within 12 months of the respective month when a service has been completed, send an invoice to the Customer including all remaining items regarding the service/month concerned. If the Supplier fails to send such an invoice, the Supplier loses its right to remuneration for the services or work performed, including the remuneration referred to in clause 9.3, except with regard to its right of offset.

9.5. Delays

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 notifying the Customer in writing with reference to this clause, withhold further provision of the Service until the Customer has paid all amounts due and outstanding.

10. The risk for equipment, software and data

The Customer bears the risk of the Customer's Equipment, Customer's Software and the Customer's Data and the Supplier has no obligation to take out an insurance for this risk.

The Supplier bears the risk of the Supplier's Software and the Supplier's Equipment.

11. Intellectual Property Rights

11.1. In the relationship between the Customer and Supplier, the Customer is the holder of all rights pertaining to the Customer's Data. The Supplier is only entitled to use the Customer's Data to the extent that is necessary for the Supplier to be able to perform its obligations under the Agreement. The Customer is liable for, and shall indemnify and hold the Supplier harmless from and against, any infringement by any of the Customer's Data processed within the Service of any third party right or any other non-compliance with applicable law.

11.2. The Customer is responsible for ensuring that any agreements

relating to the Customer's Software that are necessary for the Supplier's performance of the Service are in place.

11.3. The Supplier is responsible for ensuring that any agreements relating to the Supplier's Software that are necessary for the Customer's use of the Service are in place.

12. Infringement of Intellectual Property Rights

12.1. A party is responsible for ensuring that its software does not infringe any copyright, patent or other intellectual property right of another. A party shall defend, at its own expense, the other party against any claims or actions for infringement of a third party's rights caused by the first party's software. Furthermore, a party shall indemnify the other party against any costs or damages that such party may be liable to pay as a result of a judgment or settlement. The obligation by the party only applies if the party has notified the other party in writing of such a claim or action within a reasonable time and the party has sole control over the defence against such action and the sole right to negotiate any agreement or settlement. Where a third party alleges that the use of a party's software infringes upon the third party's rights, the party is responsible for obtaining necessary rights or procuring other software without any costs or operational interruptions to the other party. Other than as stated in this clause, a party has no liability towards the other party due to infringement of a third party's intellectual property.

Under the preceding paragraph, the Supplier is responsible for any Supplier's Software required for the performance of the Service, other than software which the Customer has handed over to the Supplier. In accordance with the preceding paragraph, the Customer is responsible for any Customer's Software and for software which the Customer has handed over to the Supplier.

13. Security

13.1. When performing the Service, the Supplier shall comply with any security and safety regulations that follow from the Agreement and otherwise with its own internal security and safety regulations.

13.2. Where the Supplier performs work at the Customer's premises, 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 supplying the Service 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. A party shall immediately notify the other party of any infringements or attempted infringements in the Customer's Software or the Customer's Data of which the party becomes aware and which may reasonably be considered important to the other party in accordance with the specified security procedure and as regards the Customer's personal data in accordance with clause 14.2.

14. Personal Data

14.1. When processing personal 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.

14.2. The Supplier shall implement the agreed technical and organisational measures to protect the personal data. The Supplier shall be prepared to comply with any orders issued by any governmental authority in accordance with law in relation to any measures required to fulfil the stipulated security requirements pertaining to the Customer's personal data. Where

the Supplier incurs extra costs for complying with amended security requirements, the Customer shall compensate the Supplier for any such costs. The Supplier shall immediately notify the Customer upon discovering any completed or attempted unauthorised access to, destruction of or amendment to the Customer's personal data.

- 14.3. The Supplier shall allow any inspections that a governmental authority may be entitled to require under law with regard to personal data processing. The Supplier may charge the Customer for any costs in connection with the implementation of such inspection.
- 14.4. When using a subcontractor who processes personal data (a "subprocessor"), 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 14. Where 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 the subprocessor for the processing of personal data, the Supplier shall inform the Customer about which subprocessors will be used and the country in which the processing of personal data will take place. On the Customer's request, the Supplier shall send the Customer a copy of any agreements signed by the Supplier under this sub-clause 14.4
- 14.5. Upon the expiry of the Agreement, the provisions of clause 22.1 shall apply in regard to personal data.

15. Auditing (inspections)

The Customer may, itself or through a third party approved by the Supplier, inspect the Supplier's processing of the Customer's Data, during normal office hours, in order to verify whether the Supplier fulfils the agreed security requirements. Such inspection should normally take place no later than seven calendar days after a written request by the Customer. The Supplier may charge the Customer for any costs in connection with the implementation of such inspection to the extent it is not included in the Service.

16. Confidentiality

- 16.1. 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 project 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.
- 16.2. 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 Service or an Additional Service sign confidentiality obligations on equivalent terms.

17. Responsibility for the Service

- 17.1. In the event of a fault in the Service, the Supplier shall, if possible, remedy the fault with the urgency required by the circumstances.

If the Customer has not been able to use the Service in any significant respects due to a fault in the Service, the Customer is also entitled to receive, for the period from the notification of the fault and during the time the defect persists, a reasonable reduction in the remuneration relating to the Service.

Where the fault is caused by the negligence of the Supplier, the Supplier is liable for damages, with the limitations set out in clause 18.

- 17.2. Where the parties have agreed service levels for the Service, this shall be specified in the Agreement.
- 17.3. Unless otherwise follows from the Agreement, the Supplier's liability for faults or non-performance of service levels does not include faults or defects caused by the following circumstances:
 - a) circumstances for which the Customer is responsible under the Agreement;
 - b) circumstances beyond the Supplier's area of responsibility for the Service;
 - c) 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.
- 17.4. Where the parties have agreed service levels for the Service, the Customer is entitled to price deduction or liquidated damages in accordance with the terms and conditions of the Service Level Agreement, in the event of non-compliance with the agreed service level. Where the parties have not specifically agreed such price deduction or liquidated damages, the Customer shall instead be entitled to a reasonable reduction in the remuneration in accordance with the provisions on faults in clause 17.1. Other than as just stated, the Customer is not entitled to any damages or other compensation due to non-compliance of agreed service levels, other than in the event of intent or gross negligence.
- 17.5. The Customer may only invoke remedies under clause 17, 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.

18. Limitation of Liability

- 18.1. 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 performance of the Service is prevented in substantial aspects for a period exceeding two months due to a circumstance stated herein, either party shall have the right to terminate the Agreement in writing, without incurring any liability for compensation. When terminating the Agreement in accordance with this clause, clause 22.1 shall apply. In addition the Customer shall be entitled, and on the request of the Supplier obligated, to take over any equipment, including software, as well as any lease agreements entered into with the Customer's consent relating to such equipment, which the Supplier uses only for the purposes of the Customer. The price shall correspond to the higher of the book value and the market value at the time of the transfer.
- 18.2. A party's liability for damages is limited, per calendar year, to a total sum equal to 15% of the annual fee for the Service in question. With regard to Additional Services, the Supplier's liability shall be limited each calendar year to the total amount of the Additional Service. A party is not in any event liable for loss of profit or other indirect damage. Furthermore, a party is

not liable for the other party's liability towards a third party, other than as stated in clause 11.1 and 12. The Supplier shall not be liable for any loss of data, except in respect of any loss of data caused by the Supplier's negligence in performing its agreed commitments regarding backup copies.

The limitation of liability in this sub-clause 18.2 does not apply to personal injury, liability in accordance with clauses 11.1 and 12 or in the event of intent or gross negligence.

- 18.3. 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.

19. Principles of Business Ethics

- 19.1. The Supplier undertakes to use principles of business ethics that comply with the TechSverige's basic principles on business ethics.

20. Term of Agreement

- 20.1. This Agreement is effective from the time of signature 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 180 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 is not agreed, the Agreement continues to apply with a 180 days mutual notice period. The agreement shall expire at the end of the first calendar month to fall immediately after expiry of the notice period. Notice of termination of the Agreement shall be made in writing.

21. Early Termination

- 21.1. Either party may terminate the Agreement:
- a) 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; or
 - b) if the other party enters into bankruptcy, initiates composition negotiations, is subject to a business reorganisation or is otherwise insolvent.
- 21.2. The terminating party may terminate the Agreement with effect from a certain date, albeit no later than six months after the notice of termination.
- 21.3. Termination shall only be valid if made in writing.
- 21.4. With regard to a delay in Handover or setting up of a new Service, however, only the provisions of clause 4 above shall apply.

22. Winding up the Cooperation

- 22.1. Upon termination of the Agreement, a copy of the Customer's Data and the Customer's Software shall be promptly returned to the Customer or to a person designated by the Customer, and any parts which exist electronically shall, if the Customer so wishes and to the extent reasonable, be submitted in electronic form in accordance with the Customer's instructions. The Customer is also entitled to Documentation in accordance with clause 7.

As an Additional Service and to a reasonable extent, the Supplier shall also assist the Customer if the Customer itself will provide an equivalent service to the Service or if the Customer, through another company designated by the Customer, will obtain an equivalent service to the Service, in order to contribute to achieving such a transfer with the least possible disturbance for the Customer. After transferring the Customer's Data, the Supplier shall delete or anonymise the Customer's Data within a reasonable time but by not later than 12 months. After termination of the Agreement, the Supplier shall not process

personal data contained in the Customer's Data for any purpose other than to delete or anonymise the Customer's Data. 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.

- 22.2. Upon expiry of the Agreement, the Customer shall have the right to take over, on terms to be agreed, equipment, including software, as well as any lease agreements entered into with the Customer's consent relating to such equipment, which the Supplier uses only for the purposes of the Customer. Equipment at the Customer's premises, which the Customer does not take over, shall be returned by the Customer at the address specified by the Supplier. The Supplier may instead uninstall and collect such equipment itself.

23. Notices

- 23.1. 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 of arrival at the recipient's electronic address, if sent by electronic message.

24. Assignment

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

25. Disputes

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